CITY OF LOS ANGELES

THE PORT OF LOS ANGELES

HARBOR DEPARTMENT



SPECIFICATIONS FOR

PORTWIDE LEAK DETECTION
EXPANSION PROGRAM

SPECIFICATION NO. 2830

APPL. PORT. PERMITS NO. 250819-143

CONTRACT NO.

CONTRACTOR Environmental Construction, Inc.

AMOUNT $ 2,121,691.00

TIME TO COMMENCE Notice to Proceed

TIME TO COMPLETE 270 Calendar Days

BOARD OF HARBOR COMMISSIONERS

TRANSMITTAL 2

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

Karen Bass, *Mayor, City of Los Angeles*

Board of Harbor Commissioners: Lucille Roybal-Allard, *President*; John A. Pérez, *Vice President*; Yolanda M. De La Torre, *Commissioner*; Edward R. Renwick, *Commissioner*; I. Lee Williams, *Commissioner*

Eugene D. Seroka, *Executive Director*

November 17, 2025

ATTENTION ALL BIDDERS

SUBJECT: ADDENDUM NO. 2
PORTWIDE LEAK DETECTION EXPANSION PROGRAM
SPECIFICATION NO. 2830

It is intended that all work affected by the information provided herein shall conform to the requirements of Specification No. 2830, as amended herein, and shall be included in the preparation of bids responsive to the Notice Inviting Bids, dated October 1, 2025.

SPECIFICATION:

Changes to the below listed specification pages are highlighted by shading the additions and revisions, striking out the deletions, and by adding "Addendum No. 2" on the bottom of the pages. These pages replace the existing pages. Changes are on the following pages:

Section 00012 – Page 1

BID CLOSING:

The bid closing date has been changed to **Tuesday, November 25, 2025.**

Please check the website at https://www.portoflosangeles.org/business/contracting-opportunities/construction-bids for the latest responses to submitted questions.

For further information, please contact Carlos Balderama, Project Construction Manager, at (310) 732-4087.

Sincerely,

Mark Rose for

SHAUN SHAHRESTANI
Chief Harbor Engineer

CB:msr
30493.doc
File No. Spec No. 2830 – 4.3
Form 4/20
Attachment

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

Karen Bass *Mayor, City of Los Angeles*

Board of Harbor Commissioners: Lucille Roybal-Allard *President*; John A. Pérez *Vice President*; Yolanda M. De La Torre *Commissioner*; Edward R. Renwick *Commissioner*; I. Lee Williams *Commissioner*

Eugene D. Seroka *Executive Director*

November 12, 2025

ATTENTION ALL BIDDERS

SUBJECT: ADDENDUM NO. 1
PORTWIDE LEAK DETECTION EXPANSION PROGRAM
SPECIFICATION NO. 2830

It is intended that all work affected by the herein contained information shall conform to the requirements of Specification No. 2830, as amended herein, and shall be included in the preparation of bids responsive to the Notice Inviting Bids, dated October 1,2025.

DRAWINGS:

Changes on Drawings are shown clouded with Delta "A" on the affected areas and on each sheet of the revised Drawings.

The following sheets were revised:

1-3504 T-01
1-3504 T-02
1-3504 W-01
1-3505 T-01
1-3505 T-02
1-3505 W-01
1-3506 T-01
1-3506 T-02
1-3506 W-01
1-3506 E-02
1-3506 E-03
1-3507 T-01
1-3507 T-02
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1-3509 T-02
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1-3510 T-01
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1-3510 W-01

BID CLOSING:

The bid closing date remains **Tuesday, November 18, 2025.**

Please check the website at https://www.portoflosangeles.org/business/contracting-opportunities/construction-bids for the latest responses to submitted questions.

For further information, please contact Carlos Balderama, Project Construction Manager, at (310) 732-4087.

Sincerely,

Shaun Shahrestani
2025.11.12 16:18:02 -08'00'

SHAUN SHAHRESTANI
Chief Harbor Engineer

CB:jd
30483.doc
File No. Spec No. 2830 – 4.3

Attachment

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01 The HARBOR DEPARTMENT of the CITY OF LOS ANGELES, California, invites electronic bids in accordance with Specification No. 2830 for PORTWIDE LEAK DETECTION EXPANSION PROGRAM.

02 Project consists of the reconstruction of existing water backflow assemblies to install smart meters and gateway collectors. The installation of sixteen smart leak detection meters, twenty backflow assemblies, two gateway collectors, and necessary modifications in following terminals: China Shipping, World Cruise Center, TraPac, Everglades, Fenix Marine Services, APM, and Pasha.

03 Contract Documents are available in Department's Web-based Bid Management System called "Construction Division Business Opportunity Network (CDBON)" utilizing an online bid management system at https://www.portoflosangeles.org/business/contracting-opportunities/construction-bids. Bidders shall be required to register to download Drawings, Specifications, Addenda, and other important documents. A plan holders list can be accessed without registering. For information concerning bids, call Department at (310) 732-3522.

04 A virtual pre-bid conference shall be held on October 14, 2025 at 9 a.m. via Microsoft Teams. Please RSVP to Raul Granados at rgranados@portla.org if you plan to attend. The agenda and related materials shall be posted to CDBON and shall be discussed in detail at the meeting. A job site walk shall be available for Bidders on October 15, 2025.

05 Bids must be submitted online via Port of Los Angeles CDBON system on or before 2:45:00 p.m. (PST/PDT) on ~~November 18, 2025~~ November 25, 2025 at which time, bid results shall be available for viewing.

06 Each bid must be accompanied by a scanned copy of the following: 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 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 Bidder shall enter into 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.

07 The provisions of Sections 10.8 through 10.11 and 10.13 of Los Angeles Administrative Code pertaining to nondiscrimination and affirmative action shall be a part of said Contract. Portions of these provisions are summarized in Subsections 00030.03 and 00030.04 of BIDDING DOCUMENTS Section which set forth requirements Bidder must acknowledge.

08 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 Port of Los Angeles in a manner that reflects the diversity of City of Los Angeles. Port of Los Angeles Small Business Enterprise Program (SBEP or "Program") as defined in Subsection 00030.06 of 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 Work to be performed in Contract, Small Business Enterprise participation shall be a minimum of 10%, of which 3% shall be Very Small Business Enterprise participation.

09 The first 3 apparent low Bidders shall submit the following documents with original signatures within 4 Business Days after bids are closed. Information from other Bidders shall 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 Engineer.

a Original of a check certified by a responsible financial institution, or a cashier's check, or bid bond in conformance with Subsection 06 above.

b Affidavit of Noncollusion.

c Contractor/Subcontractor/Supplier Information Form, refer to Subsection 00660.01.

d Subcontractor/Supplier Ownership and Local Business Enterprise Affidavit for each listed subcontractor and supplier, refer to Subsection 00660.02.

e Electrical Safety Policy form.

f CEC Form 50, prime contractor's certification.

g CEC Form 55 with subcontractor's and principals of subcontractor's information (if subcontractor and principal of subcontractor information were not submitted at time of bid). Failure to submit the information within 4 Business Days after bids are closed or within 4 Business Days after receiving written request from Engineer shall be cause to deem bid nonresponsive. Refer to BIDDING DOCUMENTS Section, Subsection 00030.07, Contract Solicitations Charter Section 470 (c) (12) Subsection, Paragraph C.

h Bidders, subcontractors, and suppliers identified in the bid submittal as SBE or VSBE must be certified at time of bid, as applicable. Bidders, subcontractors, and suppliers must submit a copy of SBE certificate or VSBE certificate from the agency utilized to obtain certification as SBE or as VSBE to Engineer within 4 Business Days of close of bids in order to be acknowledged within the bid as SBE or VSBE. Refer to https://kentico.portoflosangeles.org/getmedia/aea536e1-5d48-440a-8857-c55907e3dc74/contracting-proprietary-sbe-cert-application for certification instructions.

10 At time of bid, Bidders must be registered on City's Contracts Management and Opportunities Database, Regional Alliance Marketplace for Procurement (RAMP) – a free service provided by the Mayor's Office of Economic Development and the Minority Business Opportunity Committee. RAMP is accessible at https://www.rampla.org/s/.

11 Within 30 Calendar Days after close of bids, subcontractors and suppliers must be registered on RAMP. In addition, within 30 Calendar Days after close of bids, Bidders, subcontractors, and suppliers identified in the bid submittals as SBE or VSBE must be verified on RAMP as SBE (Proprietary) or VSBE (Harbor), as applicable.

Bidders, subcontractors, and suppliers are advised that there is an application process required to become certified as SBE (Proprietary) and as VSBE (Harbor), and that time is of the essence.

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

13 At the time of Award, the successful Bidder shall possess an active Class A California Contractor's License and subcontractors shall possess active, applicable licenses necessary to perform Work that corresponds to the description of Work as provided in CONTRACTOR/SUBCONTRACTOR/SUPPLIER INFORMATION Section.

14 The successful Bidder shall sign Section 5.1 Signatures of CONTRACT Section within 14 Calendar Days after Notice of Intent to Award

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

16 A performance bond in the amount of the full Contract price shall be provided. A payment bond in the amount of 100 percent of 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 City's Bond Assistance Program referenced in Subsection 00022.18.

17 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 Specifications 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 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 City's Labor Compliance Program of enforcement of State prevailing wage laws and shall allow City to retain all penalty assessments for violation of these laws.

18 Pursuant to notice requirements effective January 1, 2015, all contractors and subcontractors must register with and meet requirements of the State of California Department of Industrial Relations using the online application before bidding on 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 project unless registered with the Department of Industrial Relations 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 Department of Industrial Relations pursuant to Labor Code section 1725.5.

c Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

19 In accordance with 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).

20 Board of Harbor Commissioners of 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 Los Angeles Administrative Code) as a policy of Harbor Department. Contractor shall comply with the policy detailed in Subsection 00030.05 Equal Benefits Ordinance Compliance Affidavit of BIDDING DOCUMENTS Section.

21 In accordance with Board of Harbor Commissioners' Resolution No. 17-8164, Approval of Port-Wide Project Labor Agreement (PLA), adopted September 7, 2017, and in accordance with Board of Harbor Commissioners' Resolution Nos. 18-8319 and 18-8320, approval of Construction Careers Policy, adopted July 17, 2018, included as Appendix "A" of Specifications, Contractor and all subcontractors, prior to start of Work, shall sign a Letter of Assent (Attachment A of Appendix "A") agreeing to the terms of PLA. Contractor shall further comply with the terms of Attachment "B" (Drug and Alcohol Testing Policy) and fill out Attachment "C" (Request/Verification for Craft Employees) during the course of Project.

22 Iran Contracting Act of 2010: Harbor Department shall enforce Iran Contracting Act of 2010 requirement provisions included as Subsection 00030.08 of BIDDING DOCUMENTS Section of Specifications. Bidder shall fill out and submit at time of bid Iran Contracting Act of 2010 Compliance Affidavit included as Subsection 00030.09 of BIDDING DOCUMENTS Section of Specifications.

23 Local Business Preference Program (LBPP) shall apply to Project. Refer to Subsection 00030.10 of BIDDING DOCUMENTS Section.

24 Submit questions to https://www.portoflosangeles.org/business/contracting-opportunities/construction-bids. Questions submitted less than 2 Business Days before close of bids may or may not be answered as time permits. Responses to questions shall be posted on Construction Division Business Opportunity Network (CDBON) at https://www.portoflosangeles.org/business/contracting-opportunities/construction-bids. The responses to questions may be updated at any time prior to the day bids are due. This shall be the only means used to communicate with Bidders other than by addendum. Department assumes no liability for Bidder's failure to attend the pre-bid conference or to review Construction Division Business Opportunity Network to obtain responses to Bidder's questions.

EUGENE D. SEROKA
Executive Director

Dated September 11, 2025

01 GENERAL

a Information in this Section supplements or further explains information in NOTICE INVITING BIDS Section.

02 FORM OF PROPOSAL

a Bids shall be tendered online via CDBON, in conformance with Subsection 00012.03, of NOTICE INVITING BIDS Section.

b All required fields in Bid Proposal Line Items shall be filled in on the forms provided online.

c All documents listed in Subsection 00022.21, “Bidder’s Check List”, shall be submitted in conformance with the instructions provided in Subsection 00022.21.

03 PROPOSAL IRREGULARITIES AND ALTERATIONS

a Bidders are prohibited from altering BIDDING DOCUMENTS Section. Any alterations or changes made to BIDDING DOCUMENTS Section shall render the bid informal and subject to rejection.

04 PROPOSAL SIGNATURE(S)

a If the bid is made by an individual, the signature must be the full name of Bidder, whose address must be given.

b If the bid is made by a partnership, it must be signed by each partner or accompanied by proof that the persons signing the bid are authorized to bind the partnership. The name and address of the partnership and the address of the persons signing must be provided.

c If the bid is made by a corporation, it must be signed by a person authorized to do so by bylaw or resolution of that corporation.

d A corporation submitting a bid may be required, before Contract is finally awarded, to furnish a certificate as to its corporate existence, and satisfactory evidence as to the officers or officer authorized to execute the bid on behalf of the corporation.

05 PROPOSAL GUARANTY

a The bid shall be accompanied by a scanned copy of the following documents: A certified check or a cashier's check issued by a responsible financial institution, payable to the order of City of Los Angeles Harbor Department, or by a satisfactory bid bond, for an amount equal to at least 10 percent of the total amount of the bid, as a guaranty that the Bidder shall enter into Contract with City and furnish all required bonds for Work contemplated. The originals shall be submitted with the documents listed in Subsection 00012.09 of NOTICE INVITING BIDS Section.

b If a certified or cashier's check is tendered as a proposal guaranty, Bid Bond form may be disregarded. In all other instances, the bond form provided with BIDDING DOCUMENTS Section shall be signed by the Bidder and its surety(ies).

c Upon execution of Contract and provision of the necessary bond(s) and insurance by the successful Bidder, the check or the amounts thereof and the bonds of the unsuccessful Bidders shall be returned or released.

06 AFFIDAVIT OF NONCOLLUSION

a Affidavit of Noncollusion form provided with BIDDING DOCUMENTS Section, properly executed, a scanned copy must be submitted with the bid. The signature on the affidavit must be subscribed and sworn to before a notary public.

b Any bid made without such affidavit, shall not be considered. Any Bidder making a false affidavit may be excluded from future bidding on contracts with City.

c If at any time it is found that the person, firm, or corporation, to whom Award of Contract has been made, did, in submitting the bid, collude with any other party or parties, then Contract shall be voided. Work shall be re-advertised. Contractor and Contractor's bondspersons shall be held liable to City for all loss or damage which it may suffer thereby.

d The original shall be submitted with the documents listed in Specifications as Subsection 00012.09 of NOTICE INVITING BIDS Section.

07 FEDERAL EXCISE TAX

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

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

08 RETAIL SALES OR USE TAX

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

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

09 DUTIES

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

10 WITHDRAWAL OF BID

a A Bidder may withdraw a bid, without prejudice, at any time prior to bid closing. The Withdraw button on CDBON online system shall become available from the time a bid is submitted to any time prior to the close of bids.

11 INTERPRETATIONS AND ADDENDA

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

b Any interpretation of or change in Contract Documents shall 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 shall not be responsible for any oral or other explanations or interpretations. Receipt of any such addenda by Bidder must be acknowledged on Proposal form in the space provided.

12 BIDDERS TO INVESTIGATE

a Bidder's submittal of a bid constitutes its acknowledgement that 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 Specifications. The submission of the bid shall constitute prima facie evidence that Bidder has made such examination.

13 EXISTING INFORMATION

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

14 SUBCONTRACTS

a Section 10.14 (as amended) of Los Angeles Administrative Code requires each Bidder to submit with the bid the names and addresses of subcontractors whose Work shall be in excess of one-half of 1 percent of Bidder's total bid or $10,000, whichever is greater, and shall indicate that portion of Work which shall 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 this Article, the terms and definitions of Section 10.14 (as amended) of Los Angeles Administrative Code shall apply.

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

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

Each Bidder must complete, sign, notarize, and submit as part of the bid Contractor Ownership / RAMP Outreach / Local Business Enterprise Affidavit included in Specifications as Subsection 00030.11 of BIDDING DOCUMENTS Section. Each Bidder shall also submit with the bid the subcontractor list entered online as provided on CDBON.

d Failure of Bidder to specify a subcontractor for any portion of Work or specifying a subcontractor that does not possess applicable, active licenses necessary to perform Work that corresponds to the description of Work provided in CONTRACTOR/SUBCONTRACTOR/SUPPLIER INFORMATION Section shall constitute agreement by said Bidder that it is fully qualified to perform that Work and shall perform with its own forces.

15 MANDATORY PROVISIONS PERTAINING TO NON-DISCRIMINATION IN EMPLOYMENT

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in Los Angeles Administrative Code (LACC) Section 10.8 et seq., as amended from time to time.

a Contractor shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and City. In performing this Contract, Contractor shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.

b The requirements of Section 10.8.2.1 of LAAC, Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.

c The provisions of Section 10.8.3 of LAAC are incorporated and made a part of this Contract by reference and shall be known as the "Equal Employment Practices" provisions of this Contract.

d The provisions of Section 10.8.4 of LAAC are incorporated and made a part of this Contract by reference and shall be known as the "Affirmative Action Program" provisions of this Contract.

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

a It is the policy of 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 Contract. Department strongly encourages 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 Contractor Ownership / RAMP Outreach / Local Business Enterprise Affidavit included in Specifications as Subsection 00030.11 of BIDDING DOCUMENTS Section.

00022.16 Cont'd.

c As part of the bid, each Bidder shall complete and submit subcontractor list in CDBON. As part of the bid, each Bidder shall complete and upload into CDBON the Supplier List in Subsection 00660.03 of CONTRACTOR/SUBCONTRACTOR/SUPPLIER INFORMATION Section listing suppliers necessary to meet SBE/VSBE participation requirements in conformance with Subsection 00030.06 of BIDDING DOCUMENTS Section.

d Within 4 Business Days after bids are closed, each Bidder shall submit Contractor/Subcontractor/Supplier Information Form included in Specifications as Subsection 00660.01 of CONTRACTOR/SUBCONTRACTOR/SUPPLIER INFORMATION Section for prime contractor and subcontractors. Submit Contractor/Subcontractor/Supplier Information Form included in Specifications as Subsection 00660.01 of CONTRACTOR/SUBCONTRACTOR/SUPPLIER INFORMATION Section for suppliers necessary to meet SBE/VSBE participation requirements in conformance with Subsection 00030.06 of BIDDING DOCUMENTS Section.

e Contractor Ownership / RAMP Outreach / Local Business Enterprise Affidavit and Contractor/Subcontractor/Supplier Information Form when signed, shall signify Bidder's intent to comply with Small Business Enterprise Program described in Specifications.

f In accordance with Section 4104 of the Public Contracting Code of the State of California, as amended, information is required to be entered in CDBON for each subcontractor who shall perform Work (including Contingency and Allowance Item Work) amounting to more than one half of one percent (0.5%) of the Total Base Bid or $10,000 (whichever is greater).

17 AWARD OF CONTRACT

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

1 Award of Contract, if award is to be made, shall be to the lowest and best regular, responsible Bidder furnishing satisfactory security for its performance and complying with Small Business Requirement taking into account Local Business Preference, if applicable.

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.

3 Upon receipt of Notice of Intent to Award, the successful Bidder shall sign in designated area of Section 5.1 of CONTRACT Section.

00022.17 Cont'd.

b Bidder to be awarded Contract must be capable of performing the various items of Work bid upon. Bidders may be required to submit, before Notice of Award of 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 shall be rejected.

c City may reject bids which have prices shown on Bid Proposal Line Items that are obviously unbalanced.

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

18 BOND ASSISTANCE PROGRAM

a 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 BAP, please contact Tricia Carey at (310) 732-7656 or email tcarey@portla.org.

19 RELEASE OF PUBLIC RECORDS

a City seeks to conduct its business publicly. The law generally provides that information given to 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 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 City receives a request to produce such information, it shall notify Bidder of such request. If Bidder instructs that the information not be released, City shall withhold the information provided Bidder expeditiously seeks and successfully obtains a court protective order to prevent such a release.

20 BUSINESS TAX

a In accordance with 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 City of Los Angeles. Contractor shall obtain a BTRC number and pay tax due to City of Los Angeles Office of Finance, (844) 663-4411. BTRC number must be clearly shown on all invoices submitted for payment.

21 BIDDERS CHECK LIST

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

b Please check under the appropriate column:
*Upload: Complete included document, attach supporting documents as indicated, scan, and upload to CDBON online system. Hard copies are to be submitted within 4 Business Days of bid closing.
**Online: Enter information directly into online form in CDBON online system.

		Upload*	Online**
1	PROPOSAL GUARANTY*		
(a)	Is the amount at least 10% of the total bid?	_____	
(b)	If bid 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	EQUAL BENEFITS ORDINANCE COMPLIANCE AFFIDAVIT*		
(a)	Is the affidavit completed and signed?	_____	
(b)	Are the forms enclosed with the bid?	_____	
4	CONTRACT SOLICITATIONS CHARTER SECTION 470 (c) (12)*		
(a)	Are City Ethics Commission (CEC) Forms 50 and 55 completed and signed? (If CEC Form 55 is submitted without subcontractor information, Bidder shall submit updated CEC Form 55 as stated in NOTICE INVITING BIDS Section.)	_____	
(b)	Are the forms enclosed with the bid?	_____	
5	IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT*		
(a)	Is the affidavit completed and signed?	_____	
(b)	Is the affidavit enclosed with the bid?	_____	

000022.21 Cont'd.

		Upload*	Online**
6	CONTRACTOR OWNERSHIP / RAMP OUTREACH/ LOCAL BUSINESS ENTERPRISE AFFIDAVIT*		
	(a) Is affidavit properly filled in and signed?	_____	
	(b) Is affidavit notarized?	_____	
7	SUBCONTRACTOR/SUPPLIER 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 Work to be done by said subcontractor(s)?		_____
	(d) Has Bidder completed Supplier List in Subsection 00660.03?	_____	
8	PROPOSAL**/*		
	(a) Has Bidder acknowledged receipt of addendum/addenda?		_____
	(b) Is Bidder's contractor's license number and expiration date provided?	_____	
	(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?	_____	
9	BID PROPOSAL LINE ITEMS**		
	(a) Has Bidder filled in a price for each bid item?		_____

END OF SECTION

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 Vigilant Insurance Company acknowledge ourselves jointly and severally bound to City of Los Angeles, in the sum of Ten Percent of the Total Amount Bid dollars ($10% of Bid) 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 Contract and furnish and execute such bond(s) as are specified in the foregoing NOTICE INVITING BIDS Section; otherwise, this obligation be void.

Dated: November 11, 20 25.

Bidder's Name Environmental Construction, Inc.

By _____
Farid Soroudi
CEO

(Surety) Vigilant Insurance Company

(Surety) _____
Vincent Jara, Attorney-in-Fact

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 N/A

and amount $ N/A.

If an annual bid bond is used, state name of company N/A

bond number N/A

and unencumbered amount N/A.

ACKNOWLEDGMENT



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

State of California
County of Los Angeles)

On November 11, 2025 before me, Eric Gamonal, Notary Public
(insert name and title of the officer)

personally appeared Farid Soroudi,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ **(Seal)**

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

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

State of California)
County of Orange)

On NOV 1 1 2025 before me, Heather Rose Saltarelli, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Vincent Jara
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.

HEATHER ROSE SALTARELLI
Notary Public - California
Orange County
Commission # 2409440
My Comm. Expires Jul 27, 2026

Signature Heather Rose Saltarelli
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

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

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CHUBB®

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY,** an Indiana corporation, **VIGILANT INSURANCE COMPANY,** a New York corporation, **PACIFIC INDEMNITY COMPANY,** a Delaware corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Jeri Apodaca, Kim Heredia, Vincent Jara, Kim Luu, Leigh McDonough, Michael D. Parizino, Rachelle Rheault, and Heather Saltarelli, of Irvine, California----------

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this day of **August, 2025.**

Rupert HD Swindells, Assistant Secretary

Stephen M. Haney, Vice President

STATE OF NEW JERSEY
County of Hunterdon ss.

On this 11th day of **August, 2025** before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Stephen M. Haney, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal

Stacy J Loftin
NOTARY PUBLIC OF NEW JERSEY
No. 50175208
COMMISSION EXPIRES OCT 15, 2026

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Rupert HD Swindells, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

(i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this NOV 1 1 2025

Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

02 AFFIDAVIT OF NONCOLLUSION

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
FARID SOROUDI, being first duly sworn, composes and says that Bidder is
CHIEF EXECUTIVE OFFICER
(insert "sole owner", "partner", "president", "secretary", or other proper title) of
ENVIRONMENTAL CONSTRUCTION, INC.
(insert name of Bidder)
who submits herewith to 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 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 Contract or any other bidder, or anyone else interested in the proposed Contract; that Bidder has not in any manner sought by collusion to secure an advantage over any other bidder.

(3) That prior to the date and time of deadline for bid submittal 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 Bid Proposal Line Items 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:
CEO
(Title)

Subscribed and sworn to before me

this 17TH day of NOVEMBER, 20 25
(Seal of Notary)

Signature of Notary ERIC GAMONAL

ERIC GAMONAL
COMM # 2499702 MFR. ASC3
NOTARY PUBLIC
CALIFORNIA
LOS ANGELES COUNTY
MY COMM. EXPIRES SEPTEMBER 14, 2028

03 MANDATORY PROVISIONS PERTAINING TO NON-DISCRIMINATION IN EMPLOYMENT

Pursuant to Los Angeles Charter and Administrative Code, Division 10 Chapter 1, Article 1, Section 10.8 et seq. it is the policy of City of Los Angeles to require each person or entity contracting for goods or services to comply with the Non-discrimination, Equal Employment practices, and Affirmative Action Program provisions of City of Los Angeles.

Sec. 10.8 Mandatory Provisions Pertaining to Non-discrimination in Employment in the Performance of City Contracts.

The City of Los Angeles, in letting and awarding contracts for the provision to it or on its behalf of goods or services of any kind or nature, intends to contract only with those contractors that comply with the non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California and the City of Los Angeles. The City and each of its awarding authorities shall therefore require that any person, firm, corporation, partnership or combination thereof that contracts with the City for services, materials or supplies, shall not discriminate in any of its hiring or employment practices, shall comply with all provisions pertaining to non-discrimination in hiring and employment, and shall require Affirmative Action Programs in contracts in accordance with the provisions of this Code. The awarding authority and/or Office of Contract Compliance of the Department of Public Works shall monitor and inspect the activities of each contractor to determine that they are in compliance with the provisions of this chapter.

Although in accordance with Section 22.359 of this Code, the Board of Public Works, Office of Contract Compliance, is responsible for the administration of the City's Contract Compliance Program, accomplishing the intent of the City in contract compliance and achieving non-discrimination in contractor employment shall be the continuing responsibility of each awarding authority. Each awarding authority shall use only the rules, regulations, and forms provided by the Office of Contract Compliance to monitor, inspect, or investigate contractor compliance with the provisions of this chapter.

00030.03 Cont'd.

Each awarding authority shall provide immediate notification upon award of each contract by that awarding authority to the Office of Contract Compliance. Each awarding authority shall call upon the Office of Contract Compliance to review, evaluate, and recommend on any contractual dispute or issue of noncompliance under the provisions of this chapter. The Office of Contract Compliance shall be notified by each awarding authority of any imminent announcement to bid, to allow the Office of Contract Compliance the opportunity to participate with the awarding authority in the monitoring, review, evaluation, investigation, audit and enforcement of the provisions of this chapter in accordance with the rules, regulations and forms promulgated to implement the City's Contract Compliance, Equal Employment Practices Program.

Sec. 10.8.1. Definitions.

Except for Section 10.8.2.1, the following definitions shall apply to the following terms used in this article:

"Awarding Authority" means any Board or Commission of the City of Los Angeles, or any authorized employee or officer of the City of Los Angeles, including the Purchasing Agent of the City of Los Angeles, who makes or enters into any contract or agreement for the provision of any goods or services of any kind or nature whatsoever for, or on behalf of, the City of Los Angeles.

"Contract" means any agreement, franchise, lease or concession, including agreements for any occasional professional or technical personal services, for the performance of any work or service, the provision of any materials or supplies, or the rendition of any service to the City of Los Angeles or to the public, which is let, awarded or entered into with, or on behalf of, the City of Los Angeles or any Awarding Authority thereof. Contracts where the provisions of this article would conflict with federal or state grant funded contracts, or conflict with the terms of the grant or subvention, as determined by the DAA, are exempt.

"Contractor" means any person, firm, corporation, partnership, or any combination thereof, who enters into a contract with any Awarding Authority of the City of Los Angeles.

"Designated Administrative Agency (DAA)" means the Department of Public Works, Office of Contract Compliance created by Article X of Chapter 13 of Division 22 of the Los Angeles Administrative Code. That office is also known as the Department of Public Works, Bureau of Contract Administration.

00030.03 Cont'd.

"Domestic Partners" means, for purposes of this article, any two adults, of the same or different sex, who have registered with a governmental entity pursuant to state or local law authorizing this registration or with an internal registry maintained by an employer of at least one of the domestic partners.

"Employment Practices" means any solicitation of, or advertisement for, employees, employment, change in grade or work assignment, assignment or change in place or location of work, layoff, suspension or termination of employees, rate of pay or other form of compensation including vacation, sick and compensatory time, selection for training, including apprenticeship programs, any and all employee benefits and activities, promotion and upgrading, and any and all actions taken to discipline employees for infractions of work rules or employer requirements.

"Minority" is defined to mean "minority person" as the phrase is defined in Subsection (f) of Section 2000 of the California Public Contract Code, as amended from time to time.

"Subcontractor" means any person, firm or corporation or partnership, or any combination thereof, who enters into a contract with a Contractor to perform or provide a portion or part of any Contract with the City.

Sec. 10.8.1.1. Summary of Thresholds.

The following thresholds will be used to determine the non-discrimination and affirmative action requirements set forth in this chapter for each type of contract.

Non-discrimination Practices as outlined in Section 10.8.2 of this Code apply to all contracts.

Equal Employment Practices as outlined in Section 10.8.3 of this Code apply to all construction contracts of $1,000 or more and all non-construction contracts of $1,000 or more.

Affirmative Action Program as outlined in Sections 10.8.4 and 10.13 of this Code applies to all Construction Contracts of $25,000 or more and all non-Construction Contracts of $25,000 or more.

00030.03 Cont'd.

Sec. 10.8.2. All Contracts: Non-discrimination Clause.

Notwithstanding any other provision of any ordinance of the City of Los Angeles to the contrary, every Contract which is let, awarded or entered into with or on behalf of the City of Los Angeles, shall contain by insertion therein a provision obligating the Contractor in the performance of such Contract not to discriminate in his or her Employment Practices against any employee or applicant for employment because of the applicant's race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition. All Contractors who enter into such Contracts with the City shall include a like provision in all subcontracts awarded for work to be performed under the Contract with the City. Failure of the Contractor to comply with this requirement or to obtain the compliance of its Subcontractors with 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. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.

Sec. 10.8.2.1. Equal Benefits Ordinance.

(a) Legislative Findings. The City awards many contracts to private firms to provide services to the public and to City government. Many City contractors and subcontractors perform services that affect the proprietary interests of City government in that their performance impacts the success of City operations. The City holds a proprietary interest in the work performed by many employees employed by City contractors and subcontractors. In a very real sense, the success or failure of City operations may turn on the success or failure of these enterprises, for the City has a genuine stake in how the public perceives the services rendered for them by these businesses.

Discrimination in the provision of employee benefits between employees with domestic partners and employees with spouses results in unequal pay for equal work. Los Angeles law prohibits entities doing business with the City from discriminating in employment practices based on marital status and/or sexual orientation. The City's departments and contracting agents are required to place in all City contracts a provision that the company choosing to do business with the City agrees to comply with the City's nondiscrimination laws.

00030.03 Cont'd.

It is the City's intent, through the contracting practices outlined in this Ordinance, to assure that those companies wanting to do business with the City will equalize the total compensation between similarly situated employees with spouses and with domestic partners. The provisions of this Ordinance are designed to ensure that the City's contractors will maintain a competitive advantage in recruiting and retaining capable employees, thereby improving the quality of the goods and services the City and its people receive, and ensuring protection of the City's property.

(b) Definitions. For purposes of the Equal Benefits Ordinance only, the following shall apply.

(1) Awarding Authority means any Board or Commission of the City, or any employee or officer of the City, that is authorized to award or enter into any Contract, as defined in this ordinance, on behalf of the City, and shall include departments having control of their own funds and which adopt policies consonant with the provisions of the Equal Benefits Ordinance.

(2) Benefits means any plan, program, or policy provided or offered by a Contractor to its employees as part of the employer's total compensation package. This includes but is not limited to the following types of benefits: bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits, and travel benefits.

(3) Cash Equivalent means the amount of money paid to an employee with a Domestic Partner (or spouse, if applicable) in lieu of providing Benefits to the employee's Domestic Partner (or spouse, if applicable). The Cash Equivalent is equal to the direct expense to the employer of providing Benefits to an employee for his or her Domestic Partner (or spouse, if applicable) or the direct expense to the employer of providing Benefits for the dependents and family members of an employee with a Domestic Partner (or spouse, if applicable).

(4) City means the City of Los Angeles.

(5) Contract means an agreement the value of which exceeds $25,000. It includes agreements for work or services to or for the City; for public works or improvements to be performed; agreements for the purchase of goods, equipment, materials, or supplies; or grants to be provided, at the expense of the City or to be paid out of monies under the control of the City. The term also includes a Lease or License, as defined in the Equal Benefits Ordinance.

00030.03 Cont'd.

(6) Contractor means any person or persons, firm, partnership, corporation, joint venture, or any combination of these, or any governmental entity acting in its proprietary capacity that enters into a Contract with any Awarding Authority of the City. The term does not include Subcontractors.

(7) Designated Administrative Agency (DAA) means the Department of Public Works, Bureau of Contract Administration.

(8) Domestic Partner means any two adults, of the same or different sex, who have registered as domestic partners with a governmental entity pursuant to state or local law authorizing this registration or with an internal registry maintained by the employer of at least one of the domestic partners.

(9) Equal Benefits Ordinance means Los Angeles Administrative Code Section 10.8.2.1, *et seq.*, as amended from time to time.

(10) Equal Benefits means the equality of benefits between employees with spouses and employees with Domestic Partners, between spouses of employees and Domestic Partners of employees, and between dependents and family members of spouses and dependents and family members of Domestic Partners.

(11) Lease or License means any agreement allowing others to use property owned or controlled by the City, any agreement allowing others the use of City property in order to provide services to or for the City, such as for concession agreements, and any agreement allowing the City to use property owned or controlled by others.

(12) Subcontractor means any person or persons, firm, partnership, corporation, joint venture, or any combination of these, and any governmental entity, that assists the Contractor in performing or fulfilling the terms of the Contract. Subcontractors are not subject to the requirements of the Equal Benefits Ordinance unless they otherwise have a Contract directly with the City.

(c) Equal Benefits Requirements.

(1) No Awarding Authority of the City shall execute or amend any Contract with any Contractor that discriminates in the provision of Benefits between employees with spouses and employees with Domestic Partners, between spouses of employees and Domestic Partners of employees, and between dependents and family members of spouses and dependents and family members of Domestic Partners.

00030.03 Cont'd.

(2) A Contractor must permit access to, and upon request, must provide certified copies of all of its records pertaining to its Benefits policies and its employment policies and practices to the DAA, for the purpose of investigation or to ascertain compliance with the Equal Benefits Ordinance.

(3) A Contractor must post a copy of the following statement in conspicuous places at its place of business available to employees and applicants for employment: "During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners." The posted statement must also include a City contact telephone number which will be provided each Contractor when the Contract is executed.

(4) A Contractor must not set up or use its contracting entity for the purpose of evading the requirements imposed by the Equal Benefits Ordinance.

(d) Other Options for Compliance. Provided that the Contractor does not discriminate in the provision of Benefits, a Contractor may also comply with the Equal Benefits Ordinance in the following ways:

(1) A Contractor may provide an employee with the Cash Equivalent only if the DAA determines that either:

a. The Contractor has made a reasonable, yet unsuccessful effort to provide Equal Benefits; or

b. Under the circumstances, it would be unreasonable to require the Contractor to provide Benefits to the Domestic Partner (or spouse, if applicable).

(2) Allow each employee to designate a legally domiciled member of the employee's household as being eligible for spousal equivalent Benefits.

(3) Provide Benefits neither to employees' spouses nor to employees' Domestic Partners.

(e) Applicability.

(1) Unless otherwise exempt, a Contractor is subject to and shall comply with all applicable provisions of the Equal Benefits Ordinance.

00030.03 Cont'd.

(2) The requirements of the Equal Benefits Ordinance shall apply to a Contractor's operations as follows:

a. A Contractor's operations located within the City limits, regardless of whether there are employees at those locations performing work on the Contract.

b. A Contractor's operations on real property located outside of the City limits if the property is owned by the City or the City has a right to occupy the property, and if the Contractor's presence at or on that property is connected to a Contract with the City.

c. The Contractor's employees located elsewhere in the United States but outside of the City limits if those employees are performing work on the City Contract.

(3) The requirements of the Equal Benefits Ordinance do not apply to collective bargaining agreements ("CBA") in effect prior to January 1, 2000. The Contractor must agree to propose to its union that the requirements of the Equal Benefits Ordinance be incorporated into its CBA upon amendment, extension, or other modification of a CBA occurring after January 1, 2000.

(f) Mandatory Contract Provisions Pertaining to Equal Benefits. Unless otherwise exempted, every Contract shall contain language that obligates the Contractor to comply with the applicable provisions of the Equal Benefits Ordinance. The language shall include provisions for the following:

(1) During the performance of the Contract, the Contractor certifies and represents that the Contractor will comply with the Equal Benefits Ordinance.

(2) The failure of the Contractor to comply with the Equal Benefits Ordinance will be deemed to be a material breach of the Contract by the Awarding Authority.

(3) If the Contractor fails to comply with the Equal Benefits Ordinance the Awarding Authority may cancel, terminate or suspend the Contract, in whole or in part, and all monies due or to become due under the Contract may be retained by the City. The City may also pursue any and all other remedies at law or in equity for any breach.

00030.03 Cont'd.

(4) Failure to comply with the Equal Benefits Ordinance may be used as evidence against the Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40, *et seq.*, Contractor Responsibility Ordinance.

(5) If the DAA determines that a Contractor has set up or used its Contracting entity for the purpose of evading the intent of the Equal Benefits Ordinance, the Awarding Authority may terminate the Contract on behalf of the City. Violation of this provision may be used as evidence against the Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40, *et seq.*, Contractor Responsibility Ordinance.

(g) Administration.

(1) The DAA is responsible for the enforcement of the Equal Benefits Ordinance for all City Contracts. Each Awarding Authority shall cooperate to the fullest extent with the DAA in its enforcement activities.

(2) In enforcing the requirements of the Equal Benefits Ordinance, the DAA may monitor, inspect, and investigate to ensure that the Contractor is acting in compliance with the Equal Benefits Ordinance. Contractor's failure to cooperate with the DAA may result in a determination by the DAA that the Contractor is not in compliance with the Equal Benefits Ordinance, which may subject the Contractor to enforcement measures set forth in Section 10.8.2.1(h).

(3) The DAA shall promulgate rules and regulations and forms for the implementation of the Equal Benefits Ordinance. No other rules, regulations, or forms may be used by an Awarding Authority of the City to accomplish this contract compliance program.

(h) Enforcement.

(1) If the Contractor fails to comply with the Equal Benefits Ordinance:

a. The failure to comply may be deemed to be a material breach of the Contract by the Awarding Authority; or

b. The Awarding Authority may cancel, terminate or suspend, in whole or in part, the contract; or

c. Monies due or to become due under the Contract may be retained by the City until compliance is achieved;

00030.03 Cont'd.

d. The City may also pursue any and all other remedies at law or in equity for any breach.

e. The City may use failure to comply with the Equal Benefits Ordinance as evidence against the Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40, et seq., Contractor Responsibility Ordinance.

(i) Non-applicability, Exceptions, and Waivers.

(1) Upon request of the Awarding Authority, the DAA may waive compliance with the Equal Benefits Ordinance under the following circumstances:

a. The Contract is for the use of City property, and there is only one prospective Contractor willing to enter into the Contract; or

b. The Contract is for needed goods, services, construction of a public work or improvement, or interest in or right to use real property that is available only from a single prospective Contractor, and that prospective Contractor is otherwise qualified and acceptable to the City; or

c. The Contract is necessary to respond to an emergency that endangers the public health or safety, and no entity which complies with the requirements of the Equal Benefits Ordinance capable of responding to the emergency is immediately available; or

d. The City Attorney certifies in writing that the Contract involves specialized litigation requirements such that it would be in the best interests of the City to waive the requirements of the Equal Benefits Ordinance; or

e. The Contract is (i) with a public entity; (ii) for goods, services, construction of a public work or improvement, or interest in or right to use real property; and (iii) that is either not available from another source, or is necessary to serve a substantial public interest. A Contract for interest in or the right to use real property shall not be considered as not being available from another source unless there is no other site of comparable quality or accessibility available from another source; or

00030.03 Cont'd.

f. The requirements of the Equal Benefits Ordinance will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of the agency with respect to the grant, subvention or agreement, provided that the Awarding Authority has made a good faith attempt to change the terms or conditions of the grant, subvention or agreement to authorize application of the Equal Benefits Ordinance; or

g. The Contract is for goods, a service or a project that is essential to the City or City residents and there are no qualified responsive bidders or prospective Contractors who could be certified as being in compliance with the requirements of the Equal Benefits Ordinance; or

h. The Contract involves bulk purchasing arrangements through City, federal, state or regional entities that actually reduce the City's purchasing costs and would be in the best interests of the City.

(2) The Equal Benefits Ordinance does not apply to contracts which involve:

a. The investment of trust monies, bond proceeds or agreements relating to the management of these funds, indentures, security enhancement agreements (including, but not limited to, liquidity agreements, letters of credit, bond insurance) for City tax-exempt and taxable financings, deposits of City's surplus funds in financial institutions, the investment of City monies in competitively bid investment agreements, the investment of City monies in securities permitted under the California State Government Code and/or the City's investment policy, investment agreements, repurchase agreements, City monies invested in U.S. government securities or pre-existing investment agreements;

b. Contracts involving City monies in which the Treasurer or the City Administrative Officer finds that either:

(i) No person, entity or financial institution doing business in the City, which is in compliance with the Equal Benefits Ordinance, is capable of performing the desired transaction(s); or
(ii) The City will incur a financial loss or forego a financial benefit which in the opinion of the Treasurer or City Administrative Officer would violate his or her fiduciary duties.

00030.03 Cont'd.

(3) The Equal Benefits Ordinance does not apply to contracts for gifts to the City.

(4) Nothing in this Subsection shall limit the right of the City to waive the provisions of the Equal Benefits Ordinance.

(5) The provisions of this Subsection shall apply to the Equal Benefits Ordinance only. The Equal Benefits Ordinance is not subject to the exemptions provided in Section 10.9 of this Code.

(j) Consistency with Federal or State Law. The provisions of the Equal Benefits Ordinance do not apply where the application of these provisions would violate or be inconsistent with the laws, rules or regulations federal or state law, or where the application would violate or be inconsistent with the terms or conditions of a grant or contract with the United States of America, the State of California, or the instruction of an authorized representative of any of these agencies with respect to any grant or contract.

(k) Severability. If any provision of the Equal Benefits Ordinance is declared legally invalid by any court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

(l) Timing of Application.

(1) The requirements of the Equal Benefits Ordinance shall not apply to Contracts executed or amended prior to January 1, 2000, or to bid packages advertised and made available to the public, or any bids received by the City, prior to January 1, 2000, unless and until those Contracts are amended after January 1, 2000 and would otherwise be subject to the Equal Benefits Ordinance.

(2) The requirements of the Equal Benefits Ordinance shall apply to competitively bid Contracts that are amended after April 1, 2003, and to competitively bid Contracts that result from bid packages advertised and made available to the public after May 1, 2003.

(3) Unless otherwise exempt, the Equal Benefits Ordinance applies to any agreement executed or amended after January 1, 2000, that meets the definition of a Contract as defined within Subsection 10.8.2.1(b).

00030.03 Cont'd.

Sec. 10.8.3. Equal Employment Practices Provisions.

Every non-construction and construction Contract with, or on behalf of, the City of Los Angeles for which the consideration is $1,000 or more shall contain the following provisions, which shall be designated as the Equal Employment Practices provision of such contract:

A. During the performance of this Contract, the Contractor agrees and represents that it will provide Equal Employment Practices and the Contractor and each Subcontractor hereunder will ensure that in his or her Employment Practices persons are employed and employees are treated equally and without regard to, or because of, race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

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

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

3. The Contractor agrees to post a copy of Paragraph A., 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, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

C. At the request of the Awarding Authority or the DAA, the Contractor shall certify in the specified format that he or she has not discriminated in the performance of City Contracts against any employee or applicant for employment on the basis or because of race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, or medical condition.

D. The Contractor shall permit access to, and may be required to provide certified copies of, all of his or her records pertaining to employment and to employment practices by the awarding authority or the DAA for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of City Contracts. Upon request, the Contractor shall provide evidence that he or she has or will comply therewith.

00030.03 Cont'd.

E. The failure of any Contractor to comply with the Equal Employment Practices provisions of this contract may be deemed to be a material breach of City Contracts. The 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 DAA. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to the Contractor.

F. Upon a finding duly made that the Contractor has failed to comply with the Equal Employment Practices provisions of a City 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 of Los Angeles. In addition thereto, the failure to comply may be the basis for a determination by the Awarding Authority or the DAA that the said Contractor is a non-responsible bidder or proposer pursuant to the provisions of Section 10.40 of this Code. In the event of such a determination, the Contractor shall be disqualified from being awarded a Contract with the City of Los Angeles for a period of two years, or until the Contractor shall establish and carry out a program in conformance with the provisions hereof.

G. Notwithstanding any other provision of this contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.

H. The Board of Public Works shall promulgate rules and regulations through the DAA, and provide necessary forms and required language to the Awarding Authorities to be included in City Request for Bids or Request for Proposal packages or in supplier registration requirements for the implementation of the Equal Employment Practices provisions of this Contract, and such rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive orders. No other rules, regulations, or forms may be used by an Awarding Authority of the City to accomplish the contract compliance program.

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

J. By affixing its signature on a Contract that is subject to this article, the Contractor shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of City Contracts.

00030.03 Cont'd.

K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with employment practices, including, but not limited to:

1. hiring practices;

2. apprenticeships where approved programs are functioning and other on-the-job training for non-apprenticeable occupations;

3. training and promotional opportunities; and

4. reasonable accommodations for persons with disabilities.

L. All Contractors subject to the provisions of this section shall include a similar 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. Subcontracts shall follow the same thresholds specified in Section 10.8.1.1. 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.

Sec. 10.8.4. Affirmative Action Program Provisions.

Every non-construction and construction Contract with, or on behalf of, the City of Los Angeles for which the consideration is $25,000 or more shall contain the following provisions which shall be designated as the Affirmative Action Program provisions of such Contract:

A. During the performance of a City 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, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.

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

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

00030.03 Cont'd.

3. The Contractor shall post a copy of Paragraph A., hereof, in conspicuous places at its place of business available to employees and applicants for employment.

B. The Contractor shall, 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, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.

C. At the request of the Awarding Authority or the DAA, the Contractor shall certify on an electronic or hard copy form to be supplied, that the Contractor has not discriminated in the performance of City Contracts against any employee or applicant for employment on the basis or because of race, color, religion, national origin, ancestry, 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 DAA for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of City Contracts and, upon request, to provide evidence that it has or will comply therewith.

E. The failure of any Contractor to comply with the Affirmative Action Program provisions of City Contracts may be deemed to be a material breach of a City Contract. The 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 DAA. No 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.

F. Upon a finding duly made that the Contractor has breached the Affirmative Action Program provisions of a City 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 of Los Angeles. In addition thereto, the breach may be the basis for a determination by the Awarding Authority or the Board of Public Works that the Contractor is a non-responsible bidder or proposer pursuant to the provisions of Section 10.40 of this Code. In the event of such determination, the Contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.

00030.03 Cont'd.

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 has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a City Contract, there may be deducted from the amount payable to the Contractor by the City of Los Angeles under the contract, a penalty of ten dollars for each person for each calendar day on which the person was discriminated against in violation of the provisions of a City Contract.

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

I. The Public Works Board of Commissioners shall promulgate rules and regulations through the DAA and provide to the Awarding Authorities electronic and hard copy forms for the implementation of the Affirmative Action Program provisions of City contracts, and rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations or forms may be used by an Awarding Authority of the City to accomplish this contract compliance program.

J. Nothing contained in City Contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.

K. By affixing its signature to a Contract that is subject to this article, the Contractor shall agree to adhere to the provisions in this article for the duration of the Contract. The Awarding Authority may also require Contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Program.

1. The Contractor certifies and agrees to immediately implement good faith effort measures to recruit and employ minority, women, and other potential employees in a non-discriminatory manner including, but not limited to, the following actions as appropriate and available to the Contractor's field of work. The Contractor shall:

(a) Recruit and make efforts to obtain employees through:

(i) Advertising employment opportunities in minority and other community news media or other publications.

00030.03 Cont'd.

(ii) Notifying minority, women, and other community organizations of employment opportunities.

(iii) Maintaining contact with schools with diverse populations of students to notify them of employment opportunities.

(iv) Encouraging existing employees, including minorities and women, to refer their friends and relatives.

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

(vi) Validating all job specifications, selection requirements, tests, etc.

(vii) Maintaining a file of the names and addresses of each worker referred to the Contractor and what action was taken concerning the worker.

(viii) Notifying the appropriate Awarding Authority and the DAA in writing when a union, with whom the Contractor has a collective bargaining agreement, has failed to refer a minority, woman, or other worker.

(b) Continually evaluate personnel practices to assure that hiring, upgrading, promotions, transfers, demotions and layoffs are made in a non-discriminatory manner so as to achieve and maintain a diverse work force.

(c) Utilize training programs and assist minority, women, and other employees in locating, qualifying for and engaging in the training programs to enhance their skills and advancement.

(d) Secure cooperation or compliance from the labor referral agency to the Contractor's contractual Affirmative Action Program obligations.

(e) Establish a person at the management level of the Contractor to be the Equal Employment Practices officer. Such individual shall have the authority to disseminate and enforce the Contractor's Equal Employment and Affirmative Action Program policies.

(f) Maintain records as are necessary to determine compliance with Equal Employment Practices and Affirmative Action Program obligations and make the records available to City, State and Federal authorities upon request.

00030.03 Cont'd.

(g) Establish written company policies, rules, and procedures which shall be encompassed in a company-wide Affirmative Action Program for all its operations and Contracts. The 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.

(h) Document its good faith efforts to correct any deficiencies when problems are experienced by the Contractor in complying with its obligations pursuant to this article. The Contractor shall state:

(i) What steps were taken, how and on what date.

(ii) To whom those efforts were directed.

(iii) The responses received, from whom and when.

(iv) What other steps were taken or will be taken to comply and when.

(v) Why the Contractor has been or will be unable to comply.

2. Every contract of $25,000 or more which may provide construction, demolition, renovation, conservation, or major maintenance of any kind shall also comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.

L. The Affirmative Action Program required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by 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;

00030.03 Cont'd.

5. Encouraging the use of Contractors, Subcontractors and suppliers of all racial and 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 supplier's geographical area for such work;

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.

M. Any adjustments which may be made in the Contractor's work force to achieve the requirements of the City's Affirmative Action 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 reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.

N. This ordinance shall not confer upon the City of Los Angeles or any Agency, Board or Commission thereof 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 engaged in the performance of City Contracts.

O. All Contractors subject to the provisions of this article shall include a similar 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.

04 MANDATORY PROVISIONS PERTAINING TO NON-DISCRIMINATION IN EMPLOYMENT AND AFFIRMATIVE ACTION IN HIRING EMPLOYEES

Sec. 10.13. Mandatory Provisions Pertaining to Non-discrimination in Employment and Affirmative Action in Hiring Employees in the Performance of Work on Certain City Construction Contracts.

A. Notwithstanding any other provision of this division to the contrary, every construction Contract involving an expenditure of $25,000 or more 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 of this Code, shall contain these provisions as part of the Contract. By affixing its signature on a Contract, the Contractor shall agree to adhere to these provisions for the duration of the Contract.

B. Anticipated Utilization. At the request of the Awarding Authority or DAA, the Contractor 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 work force in the Greater Los Angeles Area as determined by the U.S. Bureau of the Census and made available by the DAA. 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 section and has applied its Affirmative Action Program in good faith and in a non-discriminatory 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.

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

C. The Contractor shall make a good faith effort with respect to apprenticeship and training programs to:

   1. Recruit and refer minority, women and other employees to such programs;

   2. Establish training programs within the company and/or its affiliates that will prepare minority, women and other employees for advancement opportunities; and

00030.04 Cont'd.

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

D. No contract shall be executed until the appropriate Awarding Authority of the City of Los Angeles, and the Federal funding agency (if Federal funds are involved), has determined in writing that the Contractor has executed and filed with the Awarding Authority and the DAA any federal or state requirements.

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

F. Subject to this subsection, the Contractor shall execute further forms and documentation at times and as may be required by the appropriate Awarding Authority.

G. Where the Contractor has failed to comply with the requirements contained in this section, any and all sanctions allowed by law may be imposed upon the Contractor.

H. The DAA shall be responsible for administering the City's Contract Compliance Program in the manner described in Sections 22.359 through 22.359.2 of this Code.

I. All Contractors subject to the provisions of this section shall include a similar 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.

05 EQUAL BENEFITS ORDINANCE COMPLIANCE AFFIDAVIT

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, email address: bca.eeoe@lacity.org.

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 City department awarding the agreement.

00030.05 Cont'd.

EBO COMPLIANCE

City of Los Angeles

Department of Public Works Bureau of
Contract Administration Office of Contract
Compliance
1149 S. Broadway, Suite 300, Los Angeles, CA 90015
Phone: (213) 847-2625 E-mail: bca.eeoe@lacity.org

EQUAL BENEFITS ORDINANCE COMPLIANCE AFFIDAVIT

Prime contractors must certify compliance with Los Angeles Administrative Code (LAAC) Section 10.8.2.1 et seq. prior to the execution of a City agreement subject to the Equal Benefits Ordinance (EBO).

SECTION 1. CONTACT INFORMATION

Company Name: Environmental Construction, Inc. RAMP Company ID 20086

Company Address: 21550 Oxnard Street, Suite 1060

City: Woodland Hills State: CA Zip: 91367

Contact Person: Farid Soroudi Phone: 818-449-8920 E-mail: estimating@environcon.com

Approximate Number of Employees in the United States: 61

Approximate Number of Employees in the City of Los Angeles: 10

SECTION 2. EBO REQUIREMENTS

The EBO requires City Contractors who provide benefits to employees with spouses to provide the same benefits to employees with domestic partners. Domestic Partner means any two adults, of the same or different sex, who have registered as domestic partners with a governmental entity pursuant to state or local law authorizing this registration, or with an internal registry maintained by the employer of at least one of the domestic partners.

Unless otherwise exempt, the contractor is subject to and shall comply with the EBO as follows:

A. Contractor's operations located within City limits, regardless of whether there are employees at those locations performing Work on City Contract; and
B. Contractor's operations located outside of City limits if the property is owned by City or City has a right to occupy the property, and if Contractor's presence at or on the property is connected to a Contract with City; and
C. Contractor's employees located elsewhere in the United States, but outside of City Limits, if those employees are performing Work on City Contract.

Contractor must post a copy of the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the performance of a Contract with City of Los Angeles, Contractor shall provide equal benefits to its employees with spouses and its employees with domestic partners."

Form OCC/EBO-Affidavit (Rev 6/21/12)

00030.05 Cont'd.

SECTION 3. COMPLIANCE OPTIONS

I have read and understand the provisions of Equal Benefits Ordinance and have determined that this company shall comply as indicated below:

☐..... I have no employees.

☐..... I provide no benefits.

☐..... I provide benefits to employees only. Employees are prohibited from enrolling their spouse or domestic partner.

☒..... I provide equal benefits as required by City of Los Angeles EBO.

☐..... I provide employees with a "Cash Equivalent." Note: 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.

☐..... All or some employees are covered by a collective bargaining agreement (CBA) or union trust fund. Consequently, I shall provide Equal Benefits to all non-union represented employees, subject to the EBO, and shall propose to the affected unions that they incorporate the requirements of the EBO into their CBA upon amendment, extension, or other modification of the CBA.

☐..... Health benefits currently provided do not comply with the EBO. However, I shall make the necessary changes to provide Equal Benefits upon my next Open Enrollment period which begins on (Date) _____.

☐..... Our current company policies, i.e., family leave, bereavement leave, etc., do not comply with the provisions of the EBO. However, I shall make the necessary modifications within three (3) months from the date of this affidavit.

SECTION 4. DECLARATION UNDER PENALTY OF PERJURY

I understand that I am required to permit City of Los Angeles access to and upon request, must provide certified copies of all company records pertaining to benefits, policies and practices for the purpose of investigation or to ascertain compliance with Equal Benefits Ordinance. Furthermore, I understand that failure to comply with LAAC Section 10.8.2.1 et seq., Equal Benefits Ordinance may be deemed a material breach of any City contract by Awarding Authority. Awarding Authority may cancel, terminate or suspend in whole or in part, the contract; monies due or to become due under a contract may be retained by City until compliance is achieved. City may also pursue any and all other remedies at law or in equity for any breach. City may use the failure to comply with Equal Benefits Ordinance as evidence against Contractor in actions taken pursuant to the provisions of the LAAC Section 10.40, et seq., Contractor Responsibility Ordinance.

Environmental Construction, Inc. shall comply with Equal Benefits Ordinance requirements
Company Name
as indicated above prior to executing a contract with City of Los Angeles and shall comply for the entire duration of the contract(s).

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 17th day of November, in the year 2025, at Woodland Hills (City), California (State)

Signature

21550 Oxnard Street, Suite 1060
Mailing Address

Farid Soroudi
Name of Signatory (please print)

Woodland Hills, CA 91367
City, State, Zip Code

CEO
Title

68-0597503
EIN/TIN

Form OCC/EBO-Affidavit (Rev 6/21/12)

06 SMALL BUSINESS ENTERPRISE PROGRAM (SBEP)

A POLICY STATEMENT

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 Port of Los Angeles in a manner that reflects the diversity of City of Los Angeles. 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.

It is the policy of 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). Program shall allow Department to target more effectively small and very small business participation (including MBEs, WBEs, and DVBEs). It is also the intent of 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 City, including, but not limited to, ensuring that payments to small and very small businesses are processed in a timely manner.

City's Contracts Management and Opportunities Database, Regional Alliance Marketplace for Procurement (RAMP) is a free service provided by the Mayor's Office of Economic Development and the Minority Business Opportunity Committee. In order to ensure the highest participation of SBE/VSBE/MBE/WBE/DVBEs, all Bidders shall utilize RAMP, at https://www.rampla.org/s/, to outreach to potential subcontractors and suppliers. Bidders shall go on RAMP and notify subcontractors and suppliers that they shall be bidding and are looking for subcontractors and suppliers.

Bidders must be registered on RAMP at time of bid. Subcontractors and suppliers must be registered on RAMP within 30 Calendar Days after bids are closed.

00030.06 Cont'd.

Bidders, subcontractors, and suppliers identified in the bid submittal as SBE or VSBE must be certified at time of bid, as applicable. Bidders, subcontractors, and suppliers must submit a copy of SBE certificate or VSBE certificate from the agency utilized to obtain certification as SBE or VSBE to Engineer within 4 Business Days of close of bids in order to be acknowledged within the bid as SBE or VSBE. Refer to https://kentico.portoflosangeles.org/getmedia/aea536e1-5d48-440a-8857-c55907e3dc74/contracting-proprietary-sbe-cert-application for certification instructions.

Within 30 Calendar Days after close of bids, Bidders, subcontractors, and suppliers identified in the bid submittal as SBE or VSBE must be verified on RAMP as SBE (Proprietary) or VSBE (Harbor), as applicable.

B SMALL BUSINESS REQUIREMENT

SBEP, which has a very small business enterprise component, is a results-oriented program, requiring contractors who receive contracts from 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 NOTICE INVITING BIDS Section shall result in rejection of the bid. If no bids are submitted that meet the small and very small business participation identified above, all bids shall be rejected by Department.

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

1 At the time of bid, SBE and VSBE participation levels shall be based on the percentage of total Contract amount (including Allowance Items) 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.

4 Final SBE and VSBE participation levels shall be based on the percentage of final Contract amount, including the utilized Allowance Item amounts.

00030.06 Cont'd.

Definitions:

Small Business Enterprise (SBE): Harbor Department, and other City of Los Angeles Proprietary Departments, defines an 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): Harbor Department, and other City of Los Angeles Proprietary Departments, 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 $5,000,000 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.

00030.06 Cont'd.

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

Bidder shall be responsible for determining SBE and VSBE status of its subcontractors and suppliers for purposes of meeting the small and very small business requirements. Bidders, subcontractors, and suppliers identified in the bid submittal as SBE or VSBE must be certified at time of bid, as applicable Bidders, subcontractors, and suppliers must submit a copy of SBE certificate or VSBE certificate from the agency utilized to obtain certification as SBE or VSBE to Engineer within 4 Business Days of close of bids in order to be acknowledged within the bid as SBE or VSBE. All business participation shall be determined by the percentage paid to SBEs and VSBEs of the total amount of compensation under Agreement.

Contract Requirements:

Bidder shall complete, sign, notarize, and submit as part of the bid Contractor Ownership/RAMP Outreach/Local Business Enterprise Affidavit form included in Specifications as Subsection 00030.11 with a complete description of Work or supplies to be provided by each and the dollar amount of each such transaction entered in the online subcontractor list provided on CDBON and on the Supplier List in Subsection 00660.03 of CONTRACTOR/SUBCONTRACTOR/SUPPLIER INFORMATION Section. Subcontractors and suppliers shall complete, sign, notarize, and submit Subcontractor/Supplier Ownership and Local Business Enterprise Affidavit and Contractor/Subcontractor/Supplier Information Form included in Subsection 00660.01 of CONTRACTOR/SUBCONTRACTOR/SUPPLIER INFORMATION Section for each subcontractor and supplier by the time required in Subsection 00012.10 of NOTICE INVITING BIDS Section with a complete description of Work or supplies to be provided by each and the dollar amount of each such transaction. Contractor/Subcontractor/Supplier Information Form, when signed, shall signify Contractor's intent to comply with SBE requirement. Within 30 Calendar Days after bids are closed, Harbor Department shall verify SBE and VSBE status of Bidders, subcontractors, and suppliers.

Contractor shall not substitute an SBE or VSBE firm without obtaining prior approval of 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.

00030.06 Cont'd.

During the performance of Contract, Contractor shall complete and submit to Engineer, a Monthly Subcontractor/Supplier Monitoring Report included in Specifications as Subsection 00030.11A. Engineer shall make the report available to Contractor in electronic/digital format. The completed report shall be submitted to Engineer on the form provided in Subsection 00030.11A of this Section. 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 or suppliers listed in Monthly Subcontractor/Supplier Monitoring Report shall be the same as those entered in the online subcontractor list provided on CDBON and submitted as part of the bid. All subcontractors/ suppliers 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 Contract, Contractor shall be considered in material breach of Contract. In addition to any other remedy available to City under Contract or by operation of law, City may:

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

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

07 CONTRACT SOLICITATIONS CHARTER SECTION 470 (c) (12)

A Persons who submit a bid for this solicitation (Bidders) are subject to Charter Section 470 (c) (12) and related ordinances. As a result, Bidders may not make campaign contributions to and or engage in fundraising for certain elected City officials or candidates for elected City office from the time they submit the bid until either the contract is signed by City of Los Angeles, or the bid is withdrawn by Bidder, or City rejects all bids, whichever is earlier. The prohibitions continue for 12 months after Contract is signed by City for successful Bidder, and principals, subcontractors of at least $100,000, and principals of such subcontractors.

B Bidders must submit signed CEC Form 50 through CDBON at the time of bid. Bids submitted without signed CEC Form 50 shall be deemed nonresponsive. The original signature copy shall be submitted with the 4-day documents in conformance with NOTICE INVITING BIDS Section, Subsection 09.

C Bidders must submit signed CEC Form 55 (which requires bidders to identify their principals) through CDBON at the time of bid. The original signature copy shall be submitted with the 4-day documents in conformance with NOTICE INVITING BIDS Section, Subsection 09. Bidders shall notify their principals and subcontractors in writing of the restrictions and include the notice in contracts with subcontractors. Bidders shall also identify their subcontractors performing $100,000 or more in Work on Contract, and the principals of these subcontractors. Bidders are only required to identify vendors or suppliers who provide additional services and $100,000 or more in materials or equipment. Bidders are not required to identify vendors or suppliers if no services are provided. Bids submitted without signed CEC Form 55 that, at a minimum, contains required information for Bidder and its principals shall be deemed nonresponsive. If required information for any subcontractors and principals of subcontractors is not included on CEC Form 55 at the time of bid, updated CEC Form 55 containing all required information shall be submitted by apparent low Bidder, or other Bidders when requested by Engineer, within 4 Business Days of the date and time of deadline for bid submittal or the bid shall be deemed nonresponsive.

D 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 City Ethics Commission at (213) 978-1960 or https://ethics.lacity.org/.

E CEC Forms 50 and 55 may be obtained from City Ethics Commission at https://ethics.lacity.org/contracts/bidders/.

08 IRAN CONTRACTING ACT OF 2010

A California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). Iran Contracting Act prohibits Bidders engaged in investment activities in Iran from submitting bids for, or entering into or renewing contracts with public entities for goods and services of one million dollars ($1,000,000) or more (PCC § 2203(a)). In accordance with California Public Contract Code Sections 2200-2208, Bidders submitting bids for, entering into, or renewing contracts with Harbor Department for goods and services estimated at $1,000,000 or more are required to complete, sign, and submit Iran Contracting Act of 2010 Compliance Affidavit included as Subsection 00030.09 of this Section.

09 IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT (California Public Contract Code Sections 2200-2208)

California Legislature adopted Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). Iran Contracting Act prohibits Bidders engaged in investment activities in Iran from submitting bids for, or entering into or renewing contracts with public entities for goods and services of one million dollars ($1,000,000) or more (PCC § 2203(a)). A Bidder who "engages in investment activities in Iran" is defined as either:

- A Bidder providing goods or services of twenty million dollars ($20,000,000) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
- A Bidder that is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars ($20,000,000) or more in credit to another person, for 45 days or more, if that person shall use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.

Bidder shall certify that at the time of submitting a bid for a new contract or for the renewal of an existing contract, he or she is not identified on the DGS list of ineligible businesses or persons and that Bidder is not engaged in investment activities in Iran in violation of Iran Contracting Act of 2010.

> California law establishes penalties for providing false certifications, including civil penalties equal to the greater of $250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts (PCC § 2205).

To comply with Iran Contracting Act of 2010, Bidder shall complete and sign ONE of the options shown below and submit with the bid.

OPTION #1: CERTIFICATION

I, the official named below, certify that I am duly authorized to execute this certification on behalf of Bidder or financial institution identified below, and that Bidder or financial institution identified below is not on the current DGS list of persons engaged in investment activities in Iran and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person or vendor, for 45 days or more, if that other person or vendor shall use the credit to provide goods or services in the energy sector in Iran and is identified on the current DGS list of persons engaged in investment activities in Iran.

Name of Bidder/Financial Institution (Printed):
Environmental Construction, Inc.
Signed by: _____ (Authorized Signature)
Farid Soroudi (Printed Name)
CEO (Title of Person Signing)

OPTION #2: EXEMPTION

Pursuant to PCC § 2203(c) and (d), a public entity may permit a Bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to submit a bid for, or enter into, or renew, a contract for services. If Bidder or financial institution identified below has obtained an exemption from the certification requirement under Iran Contracting Act of 2010, Bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

Name of Bidder/Financial Institution (Printed): _____
Signed by: _____ (Authorized Signature)
_____ (Printed Name)
_____ (Title of Person Signing)

10 LOCAL BUSINESS PREFERENCE PROGRAM (LBPP)

A LBPP is based on findings that significant benefits are associated with local business preference programs. These benefits include an increase in local jobs and expenditures in the local private sector. Recognizing that (1) Harbor Department operations impact the five regional counties, especially the movement of goods throughout the southland; (2) Harbor Department conducts business with companies in all 5 counties; (3) having these businesses in close proximity to Port of Los Angeles, makes port operations more efficient; (4) these counties are currently experiencing high commercial real estate vacancy rates and high unemployment rates, LBPP aims to encourage businesses to compete for City contracting opportunities, to locate operations in the area, to encourage existing Local Business Enterprises (LBEs) to refrain from relocating to less expensive areas, and to increase local jobs and expenditures.

B Exemption:

1 Any contracts that involve an expenditure of state or federal grant funds, or contracts with any funds not entirely within the control of Harbor Department are exempt from LBPP, as well as any other contract when it is in the best interest of Harbor Department to exempt such contract prior to the date and time of deadline for bid submittal. Refer to NOTICE INVITING BIDS Section for information on whether LBPP applies to Project.

C Local Business Preference Program (LBPP): The following sets forth the specific requirements of LBPP:

1 Los Angeles Harbor Department defines an LBE as:

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

b A business that has at least 50 full-time employees, or 25 full-time employees for specialty marine contracting firms, working within the boundaries of Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties. A specialty marine contracting firm is a firm whose work is marine improvements, which is defined as work over, under or adjacent to water, such as dredging, installing wharves, piles, electrical above water, water systems above water, and the like.

00030.10 Cont'd.

2 Local Business Preference:

a LBPP allows LBE bidders to receive an 8 percent preference for any contract opportunity that is competitively awarded. The local preference is applicable to all construction contracts greater than $150,000. When applying the preference to construction contracts awarded based on low bid, the total price bid by an LBE shall be reduced by 8 percent. The reduced bid amount shall be deemed the amount bid by that bidder; however, the resulting contract price shall be the amount bid by the successful bidder prior to allocating the local preference percentage. The maximum preference shall not exceed $1,000,000.

b Below is an example of how the local preference is applied to contracts awarded on a low-bid basis:

	Non-local Firm	Local Firm A	Local Firm B	
Original Bid	$10,500,000	$11,000,000	$12,750,000	
8% Preference	N/A	($880,000)	($1,000,000)	*
Final Bid	$10,500,000	$10,120,000	$11,750,000	

*Maximum Preference

In the example above, Local Firm A was the lowest bidder after applying the local preference. Although the final bid amount is $10,120,000, Harbor Department would award a contract based on the original bid in the amount of $11,000,000. Harbor Department would have expended $500,000 more on the project as a result of the local preference, when compared to the bid submitted by the non-local firm.

3 Local Subcontractor/ Supplier Preference:

a LBPP allows non-local bidders to receive up to a maximum 5 percent preference if the bidder identifies local subcontractors or suppliers that shall perform Work under Contract. LBPP allows for 1 percent preference, up to a maximum of 5 percent, for every 10 percent of Work that is subcontracted to or supplied by LBEs. The maximum preference shall not exceed $1,000,000.

00030.10 Cont'd.

b LBPP applies only to first tier local subcontractors. LBPP applies also to local suppliers if they are first tier.

c The following is an example of non-local bidders with LBE subcontractors as applied to contracts awarded on a low bid basis.

00030.10 Cont'd.

	Non-Local Firm A	Non-Local Firm B	Non-Local Firm C	Local Firm D
Original Bid	$13,900,000	$13,600,000	$14,200,000	$14,500,000
Preference %	3%	0%	5%*	8%
Preference	($417,000)	$0	($710,000)	($1,000,000)*
Final Bid	$13,483,000	$13,600,000	$13,490,000	$13,500,000

*Maximum preference

		Sub-bid	Percent of bid	Percent Preference
Firm A's Subs	LBE Sub A1	$1,500,000	10.79%	
	LBE Sub A2	$2,000,000	14.39%	
	LBE Sub A3	$1,600,000	11.51%	
	Subtotal	$5,100,000	36.69%	3%
	Non LBE Sub A4	$1,150,000	8.27%	
	Non LBE Sub A5	$700,000	5.04%	
	Subtotal	$1,850,000	13.31%	
portion by prime		$6,950,000	50.00%	
	TOTAL	$13,900,000	100.00%	
	Adjusted Bid	$13,483,000		

		Sub-bid	Percent of bid	Percent Preference
Firm B's Subs	Non LBE Sub B1	$1,020,000	7.50%	
	Non LBE Sub B2	$1,110,000	8.16%	
	Non LBE Sub B3	$990,000	7.28%	
	Non LBE Sub B4	$3,680,000	27.06%	
	Subtotal	$6,800,000	50.00%	0%
portion by prime		$6,800,000	50.00%	
	TOTAL	$13,600,000	100.00%	
	Adjusted Bid	$13,600,000		

		Sub-bid	Percent of bid	Percent Preference
Firm C's Subs	LBE Sub C1	$900,000	6.34%	
	LBE Sub C2	$1,000,000	7.04%	
	LBE Sub C3	$2,390,000	16.83%	
	LBE Sub C4	$4,230,000	29.79%	
	Subtotal	$8,520,000	60.00%	5%
portion by prime		$5,680,000	40.00%	
	TOTAL	$14,200,000	100.00%	
	Adjusted Bid	$13,490,000		

00030.10 Cont'd.

d In the previous example, Non-Local Firm A was the lowest bidder after applying the preference for local subcontractors. Although the final bid amount is $13,483,000, Harbor Department would award a contract based on the original bid in the amount of $13,900,000. Harbor Department would have expended $300,000 more on the project as a result of the local preference, when compared to Non-Local Firm B. Note that fractions of a percent are rounded down when calculating percent preference.

D In order for Harbor Department staff to determine the appropriate LBE preference, Bidders shall complete, sign, notarize and submit Contractor Ownership/RAMP Outreach/Local Business Enterprise Affidavit in Subsection 00030.11 of BIDDING DOCUMENTS Section, fill out subcontractor list online provided on CDBON, fill out Contractor/Subcontractor/Supplier Information Form in Subsection 00660.01 and complete, sign, notarize and submit Subcontractor/Supplier Ownership and Local Business Enterprise Affidavit in Subsection 00660.02.

In the event Contractor claims a Local Business or local subcontractor/supplier preference in its bid and is awarded Contract, if at any time during the term of Contract, Contractor fails to remain in compliance with the requirements of the claimed preference, Contractor shall be considered in material breach of Contract. In addition to any other remedy available to Department under Contract or by operation of law, Department may withhold payments to Contractor or recover previous payments in the amount of the preference claimed in Contractor's bid and assess the costs of Department's audit of books and records of Contractor and its subcontractors/suppliers. In the event Contractor falsifies or misrepresents information contained in any form or other willful noncompliance as determined by Department, Department may disqualify Contractor from participation in Department contracts for a period of up to five years.

11 CONTRACTOR OWNERSHIP / RAMP OUTREACH / LOCAL BUSINESS ENTERPRISE 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

Environmental Construction, Inc.

Name of Firm

as well as the ownership thereof. Further, the undersigned agrees to provide Harbor Department, upon request, complete and accurate information regarding ownership in the named firm, and all of its domestic and foreign affiliates, any proposed changes of the ownership and to permit the audit and examination of firm ownership documents, and the ownership documents of all of its domestic and foreign affiliates, in association with this Contract."

Furthermore, the undersigned certifies that it has utilized RAMP to outreach to potential SBE/VSBE/MBE/WBE/DVBEs for potential subcontracting opportunities associated with this bid.

Please indicate the ownership of your company as defined in Subsection 00030.06 of 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)

Local Business Preference Program: Please indicate the local business enterprise (LBE) status of your company as defined in Subsection 00030.10 of BIDDING DOCUMENTS Section:

(LBE) (Circle One)
Non-LBE (Circle One)

If you are a non-LBE, please indicate below whether you are claiming a Local Subcontractor Preference (as defined in Subsection 00030.10 of BIDDING DOCUMENTS Section) and, if so, the preference percentage claimed (maximum preference of 5 percent).

Local Subcontractor Preference: N/A percent preference (enter percent claimed)

N/A Not claiming Local Subcontractor Preference (check if not claiming preference)

Signature _____ Title CEO

Printed Name Farid Soroudi Date Signed 11-17-25

NOTARY

(State of California)

County of Los Angeles)

00030.11 Cont'd.

On November 17, 2025 before me, Eric Gamonal, Notary Public
Date Here insert Name and Title of the Officer

personally appeared Farid Soroudi
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

11A MONTHLY SUBCONTRACTOR / SUPPLIER MONITORING REPORT

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%	$600,000.00	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 / DVBE

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00030.11A 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 / DVBE

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12 PROPOSAL

Los Angeles, California

To Board of Harbor Commissioners:

The undersigned, having carefully examined Contract Documents for Specification No. 2830 at Port of Los Angeles, and having personally visited the site of 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 Work required to complete Project in accordance with Contract Documents, within the time set forth in Contract for the Grand Total stated in CDBON's bid item online form.

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

The undersigned has carefully checked all figures inserted in the online form and understands that Board shall 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 Contract Documents, to enter into and execute an agreement, of which the documents listed in the table of contents of said Specification No. 2830 shall be made a part, at the Grand Total stated in the online form, 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 Department sustains damage by reason of such default or failure to contract.

The undersigned agrees that 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 and time of deadline to submit bids.

00030.12 Cont'd.

The undersigned acknowledges receipt of all addenda and accepts all conditions contained therein.

Contractor's License No. 498624 Expiration Date 01-31-27

By _____
Signature Farid Soroudi, CEO

_____
Signature Farid Soroudi, CEO
21550 Oxnard Street, Suite 1060
Address Woodland Hills, CA 91367

Contractor declares that its authorized Taxpayer Identification Number (TIN) is 68-0597503. The above signed understands no payments shall be made under Contract without a valid TIN number.

Bidder Is* a corporation

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

President: Aria Soroudi
Secretary: Aria Soroudi

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.

ACKNOWLEDGMENT



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

State of California
County of Los Angeles)

On November 17, 2025 before me, Eric Gamonal, Notary Public
(insert name and title of the officer)

personally appeared Farid Soroudi,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ **(Seal)**

UNANIMOUS WRITTEN CONSENT TO ACTION BY THE DIRECTORS OF

ENVIRONMENTAL CONSTRUCTION, INC.

(the "Corporation")

The following is a certificate of unanimous consent to action by all the Directors of the Corporation, and I, the Chief Executive Officer of the Corporation, do hereby certify that the Corporation is validly organized and operating under the laws of the State of California as of the 13th day of October, 2004, and that I am the duly elected Chief Executive Officer of the Corporation and the below is an accurate reflection of resolutions of the Directors of the Corporation made without a meeting.

WHEREAS:

A. The Directors wish to appoint a signing officer.
B. Farid Soroudi holds the office of Chief Executive Officer.
C. Aria Soroudi holds the offices of President, Chief Financial Officer, and Secretary.

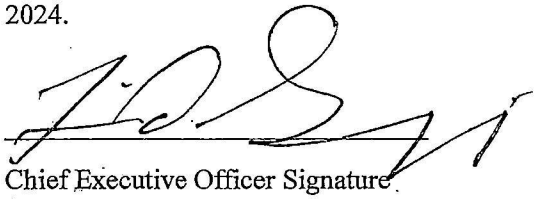
THEREFORE BE IT RESOLVED THAT:

1. Farid Soroudi is hereby authorized and approved to be a signing authority for the Corporation. The foregoing signing authority granted shall include, but shall not be limited to, the execution of Deeds, powers of attorney, transfers, assignments, contracts, obligations, certificates, and other instruments of whatever nature entered into by this corporation. Farid Soroudi shall also have the power to give instructions, verifications and approval on behalf of the corporation in relation to all transactions from and to the Corporation's bank accounts from time to time.

2. The Secretary of the Corporation is hereby authorized to update the Corporation's Minute Book as appropriate.

3. Aria Soroudi is hereby authorized and approved to be a signing authority for the Corporation. The foregoing signing authority granted shall include, but shall not be limited to, the execution of Deeds, powers of attorney, transfers, assignments, contracts, obligations, certificates, and other instruments of whatever nature entered into by this corporation. Aria Soroudi shall also have the power to give instructions, verifications and approval on behalf of the corporation in relation to all transactions from and to the Corporation's bank accounts from time to time.

In witness whereof, I have duly executed this Certificate of Corporate Resolution this 15th day of April, 2024.



Chief Executive Officer Signature

Farid Soroudi

Chief Executive Officer Name

ACKNOWLEDGMENT

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

State of California
County of Los Angeles)

On 4/15/2024 before me, Lauren Lustyan, Notary Public
(insert name and title of the officer)

personally appeared Farid Soroudi,
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.

LAUREN NICOLE LUSTYAN
Notary Public - California
Los Angeles County
Commission # 2447829
My Comm. Expires May 25, 2027

Signature _____ (Seal)

00030.12 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 SHALL IN NO WAY AFFECT CONTRACT SELECTION PROCESS.

DATE: 11-17-25 SPECIFICATION NO. 2830

PROJECT TITLE: PORTWIDE LEAK DETECTION EXPANSION PROGRAM

COMPANY NAME: Environmental Construction, Inc.

CONTACT PERSON: Farid Soroudi

COMPANY HEADQUARTERS ADDRESS: 21550 Oxnard Street, Suite 1060

CITY: Woodland Hills STATE: CA ZIP CODE: 91367

COMPANY LOCATION ADDRESS 21550 Oxnard Street, Suite 1060

CITY: Woodland Hills STATE: CA ZIP CODE: 91367

PHONE NUMBER: 818-449-8920 NUMBER OF EMPLOYEES: 61

PERCENTAGE OF EMPLOYEES WHO RESIDE IN THE CITY OF LOS ANGELES 17%

Farid Soroudi / CEO
NAME/TITLE

13 BID PROPOSAL LINE ITEMS

The bid proposal line items are located on Construction Division Business Opportunities Network (CDBON) online system. Enter bidder's unit prices in the online form. The extended prices for each bid item are automatically calculated by CDBON's online system based on unit prices entered. The Grand Total is automatically summed from the extended prices. A printed version of the bid proposal line items is included at the end of this Subsection of BIDDING DOCUMENTS Section of Specifications for information only.

CONTINGENCY ITEM(S)

Work described in the contingency item(s) in the online form may or may not be necessary depending on conditions discovered in the field after Contract Award. If Engineer determines that field conditions justify Work listed in the contingency items, the prices for the contingency items shall be used to adjust Contract amount for Work ordered by Engineer.

ALLOWANCE ITEM(S)

Work described in the allowance item(s) in the online form may or may not be necessary depending on conditions discovered in the field after Contract Award. If field conditions justify Work listed in the allowance items, Engineer shall issue a written authorization to proceed with Work item(s) described in the online form. Work under allowance items is exclusive of Work required elsewhere in Contract Documents unless specifically referenced. All Work performed under these allowance items shall be performed either on a negotiated cost basis prior to performing Work in accordance with the provisions of Subsection 01000.35 "Authority for Adjustments", or on a Time and Material basis in accordance with the provisions of Subsection 01000.34 "Cost-Plus Change Order Work (Change Orders)" of GENERAL CONDITIONS Section. Upon completion of Contract, any unused allowance remaining under each allowance bid item shall be credited back to Department.

Award: Award, if made, shall be made to a single Contractor. The lowest bidder shall be 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, and Local Business Preference indicated below. The awarded Contractor's bid results provided in CDBON online system shall be inserted at the end of Subsection 00030.13 and shall become part of any Contract awarded.

00030.13 Cont'd.

LOCAL BUSINESS PREFERENCE (Not to Exceed $1,000,000. Reduction amount shall be applied, if necessary, by Harbor Department)

Prime is Local Business (8 percent preference)

OR

Prime is not a Local Business but subcontractor(s) or supplier(s) is(are) Local Business(es) (up to 5 percent preference. Not to Exceed $1,000,000)

The subcontractor percent preference shall be applied by Department as described in Subsection 00030.10.

REDUCED BID AMOUNT (The reduced bid amount shall be used for Award purposes)

Item No.	Section	Description	Unit of Measure	Quantity	Unit Price	Line Total
1	Main Bid	Lump Sum Construction (Drawing No. 1-3504): For furnishing transportation, labor, materials, equipment, mobilization, demobilization, railroad flagging person, and incidentals necessary to perform Work shown on Drawing No. 1-3504	Lump Sum	1	$ 372,740.00	$ 372,740.00
2	Main Bid	Lump Sum Construction (Drawing No. 1-3505): For furnishing transportation, labor, materials, equipment, mobilization, demobilization, railroad flagging person, and incidentals necessary to perform Work shown on Drawing No. 1-3505	Lump Sum	1	$ 239,980.00	$ 239,980.00
3	Main Bid	Lump Sum Construction (Drawing No. 1-3506): For furnishing transportation, labor, materials, equipment, mobilization, demobilization, and incidentals necessary to perform Work shown on Drawing No. 1-3506	Lump Sum	1	$ 368,011.00	$ 368,011.00
4	Main Bid	Lump Sum Construction (Drawing No. 1-3507): For furnishing transportation, labor, materials, equipment, mobilization, demobilization, and incidentals necessary to perform Work shown on Drawing No. 1-3507	Lump Sum	1	$ 224,000.00	$ 224,000.00
5	Main Bid	Lump Sum Construction (Drawing No. 1-3508): For furnishing transportation, labor, materials, equipment, mobilization, demobilization, and incidentals necessary to perform Work shown on Drawing No. 1-3508	Lump Sum	1	$ 317,290.00	$ 317,290.00
6	Main Bid	Lump Sum Construction (Drawing No. 1-3509): For furnishing transportation, labor, materials, equipment, mobilization, demobilization, and incidentals necessary to perform Work shown on Drawing No. 1-3509	Lump Sum	1	$ 217,770.00	$ 217,770.00

Item No.	Section	Description	Unit of Measure	Quantity	Unit Price	Line Total
7	Main Bid	Lump Sum Construction (Drawing No. 1-3510): For furnishing transportation, labor, materials, equipment, mobilization, demobilization, railroad flagging person, and incidentals necessary to perform Work shown on Drawing No. 1-3510	Lump Sum	1	$ 226,900.00	$ 226,900.00
Regular Bid Items Subtotal						$ 1,966,691.00
8	Allowance Item	Work Associated with Regulatory Agency Changes and Additional Requirements: Bidder shall include in the bid the listed allowance to perform Work as required by agencies due to regulatory changes and additional requirements as directed by Engineer	Lump Sum	1	$ 25,000.00	$ 25,000.00
9	Allowance Item	Internet-Based Project Management: Bidder shall include in the bid the listed allowance to provide internet-based project management	Lump Sum	1	$ 5,000.00	$ 5,000.00
10	Allowance Item	Department Directed Premium Time for Schedule Acceleration/Overtime: Bidder shall include in the bid the listed allowance to account for labor premium time pay differential for schedule acceleration or overtime as directed by Engineer	Lump Sum	1	$ 50,000.00	$ 50,000.00
11	Allowance Item	Tenant-Requested Changes: Bidder shall include in the listed allowance to perform tenant-requested changes, as approved by Engineer	Lump Sum	1	$ 25,000.00	$ 25,000.00
12	Allowance Item	Design Modifications as Directed by Engineer: Bidder shall include in the bid the listed allowance to account for design modifications, as approved by Engineer	Lump Sum	1	$ 50,000.00	$ 50,000.00
Allowance Bid Items Subtotal						$ 155,000.00
Grand Total						$ 2,121,691.00

THIS CONTRACT (hereinafter referred to as "Contract") is made and entered into by and between City of Los Angeles, a Municipal Corporation (herein called "City"), acting by and through its Board of Harbor Commissioners (hereinafter called "Board"), and Environmental Construction, Inc. (hereinafter referred to as "Contractor"). The effective date of this Contract (hereinafter referred to as "Effective Date") is the date of execution by Executive Director upon authorization of Board, subject to the provisions of Charter Section 245 of City of Los Angeles. Unless terminated as herein provided, the term of this Contract shall not exceed three (3) years commencing on Effective Date.

WITNESSETH

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

ARTICLE 1. CONTRACTOR'S OBLIGATIONS

Section 1.1 CONTRACT DOCUMENTS

A This written agreement executed by Contractor and City together with the documents listed in Section 1.1B are Contract. Contractor has read and understands each and every provision of Contract Documents and its assent to and signature of this written agreement shall be deemed to constitute assent to and signature of all Contract Documents.

B Specification No. 2830, together with documents listed in Table of Contents and defined in GENERAL CONDITIONS Section of said Specifications shall constitute Contract Documents.

C Contract Documents are complementary and require complete and finished Work. Anything shown or required of 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

Contractor, with full knowledge of the kind, quantity and quality of Work, materials, and services required, at Contractor's sole cost and expense, except as may be herein otherwise expressly specified, and in strict conformity with Specification No. 2830, for PORTWIDE LEAK DETECTION EXPANSION PROGRAM shall carry out Contract as awarded. Contractor shall complete Work in accordance with Section 1.3 Contract Time of this Section.

Section 1.3 CONTRACT TIME

A Contract Time for performance of Work under Contract shall be 270 Calendar Days commencing on the date stated in Notice to Proceed (NTP). Work shall be completed in conformance with the following milestones:

1 Contract Time for completion of Milestone 1 shall be 172 Calendar Days commencing on the date of NTP.

2 Contract Time for completion of Milestone 2 shall be 14 Calendar Days commencing on completion of Milestone 1 date.

3 Contract Time for completion of Milestone 3 shall be 14 Calendar Days commencing on completion of Milestone 2 date.

4 Contract Time for completion of Milestone 4 shall be 14 Calendar Days commencing on completion of Milestone 3 date.

5 Contract Time for completion of Milestone 5 shall be 14 Calendar Days commencing on completion of Milestone 4 date.

6 Contract Time for completion of Milestone 6 shall be 14 Calendar Days commencing on completion of Milestone 5 date.

7 Contract Time for completion of Milestone 7 shall be 14 Calendar Days commencing on completion of Milestone 6 date.

8 Contract Time for completion of Milestone 8 shall be 14 Calendar Days commencing on completion of Milestone 7 date.

Section 1.4 LIQUIDATED DAMAGES

A Contractor and City agree that, in the event that Work contemplated hereunder is not completed within the time required, it shall be impracticable and extremely difficult to determine or fix City's actual damage and therefore City shall be entitled to liquidated damages in the amount stipulated below 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 GENERAL CONDITIONS Section of Specifications.

1 Completion of Work specified in Section 1.3, Paragraph A1: $1,300

2 Completion of Work specified in Section 1.3, Paragraph A2: $1,900

3 Completion of Work specified in Section 1.3, Paragraph A3: $1,900

4 Completion of Work specified in Section 1.3, Paragraph A4: $1,900

5 Completion of Work specified in Section 1.3, Paragraph A5: $1,900

6 Completion of Work specified in Section 1.3, Paragraph A6: $1,900

7 Completion of Work specified in Section 1.3, Paragraph A7: $1,900

8 Completion of Work specified in Section 1.3, Paragraph A8: $1,900

ARTICLE 2. COMPENSATION

Section 2.1 PAYMENTS TO CONTRACTOR

In consideration for all labor, materials, and equipment furnished hereunder, and subject to Contractor's full compliance with the terms and conditions of Contract Documents, City shall pay Contractor the amount set forth in the "Bid Proposal Line Items," which is attached hereto and by this reference incorporated herein. Payments shall be made as set forth in GENERAL CONDITIONS Section.

ARTICLE 3. OPERATIONS

Section 3.1 QUALITY OF SERVICES

Work performed by Contractor shall be strictly in accordance with Drawings and Specifications, copies of which are on file in the office of Engineer. Said Work shall be performed in a manner which is consistent with Applicable Laws as defined in GENERAL CONDITIONS Section of Specifications in the construction industry.

Section 3.2 INDEMNIFICATION

A Except as may arise from the sole or active negligence or willful misconduct of City, Contractor shall at all times relieve, indemnify, defend, protect, and save harmless 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 cost of litigation (including all actual litigation costs incurred by City, including but not limited to costs of experts and consultants), for death of or injury to persons or damage to property including property owned by or under the care and custody of 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 Project Site(s) and any Laydown Area(s), of any nature whatsoever, which may exist by reason of any act, omission, neglect, or any use or occupation of such premises by Contractor, its officers, agents, employees, subcontractors, or invitees;

2 Any undertaking of Work, or operation conducted upon or any use or occupation of Project Site(s) and any Laydown Area(s) by Contractor, its officers, agents, employees, subcontractors, or invitees under or pursuant to the provisions of Contract or otherwise;

3 Any act, error, omission, willful misconduct, or negligence of Contractor, its officers, agents, employees, subcontractors, or invitees, arising from the use, operation, or occupancy of Project Site(s) and any Laydown Area(s).

4 Any failure of Contractor, its officers, agents, employees, subcontractors, or invitees to comply with any of the terms or conditions of this Contract or any Applicable Laws; or

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

B Contractor also agrees to indemnify City and pay for all damage or loss suffered by City and Department, including but not limited to damage to or loss of 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 Section 3.2 of this Section. The term “persons” as used in this Section shall include, but not be limited to, officers and employees of Contractor.

C Contractor shall also indemnify, defend, and hold City harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses which arise during or after the term of this Contract as a result of Contamination for which Contractor is otherwise responsible for under the terms of this Contract. This indemnification of City by Contractor includes, without limitation, costs incurred in connection with any investigation of site conditions or any clean up, remedial, removal, or restoration work required by any federal, state, or local governmental agency because of Contamination present in the soil or groundwater on or under Project Site(s) and any Laydown Area(s).

D The indemnity obligations under Section 3.2 shall survive the expiration date of this Contract.

E Notwithstanding the provisions of Section 3.2, nothing contained herein shall be interpreted or enforced in violation of California Civil Code Section 2782.

Section 3.3 INSURANCE

A In addition to, and not as a substitute for, or limitation of, any of the indemnity obligations imposed by Section 3.2 of this Section, Contractor shall procure and maintain at its sole cost and expense and keep in force at all times during the term of this Contract the following insurance requirements of this Section.

B Commercial general liability or marine general liability insurance, including contractual liability and property damage insurance, written by an insurance company authorized to do business in the State of California, or approved by the California Department of Insurance as a surplus lines insurer eligible to do business in California, rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if a Best's Rating is not available) with Contractor's normal limits of liability but not less than Five Million Dollars ($5,000,000) for injury or death to one or more persons out of each accident or occurrence and Five Million Dollars ($5,000,000) for bodily injury and property damage for each occurrence / Five Million Dollars ($5,000,000) general aggregate. Additionally, each policy shall include an additional insured endorsement (CG 2010) naming City of Los Angeles Harbor Department, its officers, agents, and employees as Primary additional insureds. Contractor shall further procure and maintain, either by an endorsement thereto or by a separate policy, fire legal liability insurance with a minimum limit of Five Hundred Thousand Dollars ($500,000) covering legal liability of Contractor for damage or destruction to the works, buildings, and improvements owned by City provided that said minimum limits of liability shall be subject to adjustments by Executive Director to conform with the deductible amount of the fire insurance policy maintained by Board, with waiver of subrogation in favor of Contractor so long as permitted by Board's fire insurance policy, upon thirty (30) days' prior written notice thereof to Contractor at any time during the term of this Contract. Contractor shall delete railroad exclusion when Work is within 50 feet of railroad tracks.

C Contractor shall procure and maintain fire and extended coverage insurance covering One Hundred percent (100%) of the replacement value of the works, buildings, and improvements erected or owned by Contractor on Project Site(s) and any Laydown Area(s), with such provision in the policies issued to cover the same, or in riders attached thereto, as shall provide for all losses to be payable to Board to be held in trust for reconstruction. In the event of loss or damage by fire to any of such works, buildings, or improvements, Contractor shall undertake replacement or reconditioning of such items within ninety (90) days following any such loss. As Contractor undertakes such replacement or reconditioning, such proceeds shall be released by Board to Contractor as payments are required for said purpose. Upon the completion of such replacement or reconditioning to the reasonable satisfaction of Executive Director, any balance thereof remaining shall be paid to said Contractor forthwith.

D Where Contractor utilizes any vehicles, Contractor shall procure and maintain at its sole cost and expense, and keep in force at all times during the term of this Contract, automobile insurance with limits of liability not less than One Million Dollars ($1,000,000) covering injuries or death resulting from each accident or claim arising out of any one claim or accident. This insurance shall cover all owned, non- owned, and/or hired automobiles. Additionally, each policy shall include an additional insured endorsement (CG 2010) naming City of Los Angeles Harbor Department, its officers, agents, and employees as Primary additional insureds.

E Where Contractor operates watercraft, Contractor shall procure and maintain protection and indemnity coverage with limits of One Million Dollars ($1,000,000) per occurrence for bodily injury, illness, death, loss of or damage to the property of another including masters and members of the vessel crew, and Jones Act risks or equivalent thereto internationally. City shall be named as an additional insured. Additionally, each policy shall include an additional insured endorsement (CG 2010) naming City of Los Angeles Harbor Department, its officers, agents, and employees as Primary additional insureds.

F Where Contractor's operations involve the storage or use of any type of hazardous materials or pollutants, Contractor shall procure and maintain environmental impairment liability insurance which shall include coverage for bodily injury, property damage, including third-party claims for on-site and off-site bodily injury and property damage, clean-up, and defense of suits, with a limit of at least Two Million Dollars ($2,000,000) per occurrence, which is to remain in effect at least five (5) years after Termination Date. Additionally, each policy shall include an additional insured endorsement (CG 2010) naming City of Los Angeles Harbor Department, its officers, agents, and employees as Primary additional insureds.

G Contractor shall secure the payment of compensation to any employees injured while performing work or labor necessary for and incidental to performance under this Contract in conformance with Section 3700 of the California Labor Code. Contractor shall file with City one of the following:

1 A certificate of consent to self-insure issued by the Director of Industrial Relations, State of California;

2 A certificate of Workers' Compensation insurance issued by an admitted carrier; or

3 An exact copy or duplicate thereof of the policy certified by the Director of Industrial Relations or the insurer.

4 Such documents shall be filed prior to Contractor's occupancy of Project Site(s) and any Laydown Area(s). Where Contractor has employees who are covered by the United States Longshore and Harbor Workers' Compensation Act ("USLHWC Act"), Contractor shall furnish proof of such coverage to City. It is suggested that Contractor consult with its insurance professional of its choosing to determine whether its proposed operation methods shall render its employees subject to coverage under the USLHWC Act. All Workers' Compensation insurance submitted to City shall include an endorsement providing that any carrier paying benefits agrees to waive any right of subrogation it may have against City.

H Except as provided in Paragraph 1 below, Contractor shall, at Contractor's sole cost and expense, provide all risk builder's risk insurance covering loss, damage or destruction of property, including material in transit and stored on and off Project Site(s) and any Laydown Area(s), satisfactory to City, in an amount at least equal to the value of the construction and materials on hand. Contractor's insurance broker or agent shall submit for approval said insurance to City's online insurance compliance system KwikComply™ https://kwikcomply.org/. Acceptable evidence of coverage shall name City as an additional named insured and as loss payee as its interest may appear.

1 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.

2 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.

I Limits for coverage required under Section 3.3 of this Section 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 sole judgment, such retention or self-insurance is justified by the net worth of Contractor. The self-insured retention or self-insurance shall provide that any other insurance maintained by City's Harbor Department shall be excess of Contractor's insurance and shall not contribute to it. In all cases, regardless of any deductible, retention, or self-insurance, Contractor shall have all the obligations of an "insurer" under the California Insurance Code and said insurance shall be deemed to include a defense of suits provision and a severability of interest clause.

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

K Policies submitted pursuant to Section 3.3 of this Section shall, in addition, provide the following coverage either in the original policy or by endorsement substantially as follows:

1 "Notwithstanding any inconsistent statement in the policy to which this endorsement is attached, or any endorsement or certificate now or hereafter attached hereto, it is agreed that City of Los Angeles, acting by and through its Harbor Department, Board of Harbor Commissioners, and its officers, agents, and employees, are additional insureds hereunder, except to the extent prohibited by Applicable Laws, and that coverage is provided for contractual obligations, operations, uses, occupations, acts, and activities of all the insureds under this Specification, and under any amendments, modifications, extensions, or renewals of said Contract regardless of whether such contractual obligations, operations, uses, occupations, acts, and activities occur on Project Site(s) and any Laydown Area(s) or elsewhere."

2 "The coverage provided by the policy to which this endorsement is attached is primary coverage and any other insurance carried by City is excess coverage."

3 "In the event of one of the named insureds incurring liability to any other of the named insureds, this policy shall provide protection for each named insured against whom claim is or may be made, including claims by other named insureds, in the same manner as if separate policies had been issued to each named insured. Nothing contained herein shall operate to increase the insurance company's limit of liability."

L All insurance procured by Contractor shall comply with the following:

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

2 Electronic submission is the required method of submitting Contractor's insurance documents. KwikComply is City's online insurance compliance system which is designed to be used by insurance brokers and agents to submit client insurance certificates directly to City. Contractor's insurance broker or agent shall obtain access to KwikComply at http://kwikcomply.org and follow the instructions to register and submit the appropriate proof of insurance on Contractor's behalf.

3 Prior to the expiration of each policy, Contractor shall show through submitting to KwikComply that the policy has been renewed or extended or, if new insurance has been obtained, submit the appropriate proof of insurance to KwikComply. If Contractor neglects or fails to secure or maintain the required insurance, or if Contractor fails to submit proof of insurance as required above, City's Harbor Department may, at its option and at the sole cost and expense of Contractor, obtain such insurance for Contractor.

4 Executive Director, at his or her discretion, based upon recommendation of Risk Manager of City's Harbor Department, may request that Contractor increase or decrease amounts and types of insurance coverage required hereunder at any time during the term hereof by giving written notice to Contractor; provided that Contractor shall be entitled to an equitable adjustment under Contract to reimburse Contractor for any increase in the cost of such insurance to Contractor resulting from the requested changes.

5 Upon request by City, Contractor must furnish a copy of the binder of insurance and/or full certified copies of any or all polices of insurance required herein. Contractor's obligation to provide such copies shall survive the expiration of this Contract regardless of whether City's request is made prior to or after the expiration of this Contract.

6 The approval of insurance by Risk Manager shall be a condition precedent to the right of Contractor to demand or receive payment for Work under Contract requiring such insurance. No request for payment shall be processed until the required insurance has been approved by Risk Manager, and no Project Site(s) and any Laydown Area(s) access shall be permitted until such approval has been given.

7 All insurance policies and surety bonds which Contractor is required to provide pursuant to Specifications, including, but not limited to, workers' 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 services satisfactory to City.

M Contractor shall report to Engineer immediately and in writing to Executive Director within fifteen (15) days after it, its officers, or its managing agents have knowledge of any accident or occurrence involving death of or injury to any person or persons, or damage in excess of Ten Thousand Dollars ($10,000) to property, occurring upon Project Site(s) and any Laydown Area(s), or elsewhere within the Harbor District, if Contractor's officers, agents, or employees are involved in such an accident or occurrence. Such report shall contain to the extent available: (1) the name and address of the persons involved; (2) a general statement as to the nature and extent of injury or damage; (3) the date and hour of occurrence; (4) the names and addresses of known witnesses; and (5) such other relevant information as may be known to Contractor, its officers, or its managing agents.

Section 3.4 COMPLIANCE WITH LAWS

During the performance of Contract, Contractor shall comply with all Applicable Laws as defined in GENERAL CONDITIONS Section of Specifications. Contractor shall also comply with the provisions of all permits.

ARTICLE 4. MISCELLANEOUS

Section 4.1 BINDING EFFECT

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:
Environmental Construction, Inc.
21550 Oxnard Street, Ste. 1060
Woodland Hills, CA 91367

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 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 City.

Section 4.4 ENTIRE AGREEMENT

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 Contract may be amended only in writing and executed by duly authorized representatives of the parties hereto.

Section 4.5 LEGAL JUSTIFICATION AND RECOURSE

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 Contract. If either party brings any action or proceeding to enforce, protect, or establish any right or remedy arising out of or based upon 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 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 Contract.

Section 4.7 LABOR CODE SECTION 1861

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 Contractor shall comply with such provisions before commencing the performance of Work of 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, Contractor or subcontractor/supplier 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 Contractor, without further acknowledgment by the parties.

Section 4.9 TERMINATION DUE TO NON-APPROPRIATION OF FUNDS

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

Board, in awarding 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 Contract. However, they are under no legal obligation to do so.

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

Although Contractor is not obligated to perform any Work under Contract in any fiscal year in which no appropriation for Contract has been made, Contractor agrees to resume performance of Work required by 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. 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 Contract, Contract shall be terminated. However, such termination shall not relieve the parties of liability for any obligation previously incurred.

Section 4.10 NO WAIVER

No waiver by either party at any time of any terms or conditions of this Contract shall be a waiver at any subsequent time of the same or any other term or condition. No breach of a covenant, term, or condition of this Contract shall be deemed to have waived by City unless the waiver is in writing and executed by City.

Section 4.11 JOINT AND SEVERAL OBLIGATIONS OF CONTRACTOR

If more than one individual or entity comprises Contractor, the obligations imposed on each individual or entity that comprises Contractor under this Contract shall be joint and several.

Section 5.1 SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed Contract on the date of the left of their signatures.

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

Dated: _____, 20__

By: _____
Executive Director

Attest: _____
Board Secretary

(SEAL)

Contractor Environmental Construction, Inc.

By: _____
Farid Soroudi, CEO
(Print/type Name and Title)

Dated: December 24, 2025

By: _____
(Print/type Name and Title)
Place of Business 21550 Oxnard Street, Suite 1060
Woodland Hills, CA 91367
Contractor's License No. 498624
Expiration Date 01-31-27

APPROVED AS TO FORM AND LEGALITY

January 5, 2026
HYDEE FELDSTEIN SOTO, City Attorney
STEVEN Y. OTERA, General Counsel

By _____
HELEN J. SOK, Deputy City Attorney

ACKNOWLEDGMENT

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



State of California
County of Los Angeles)

On December 24, 2025 before me, Eric Gamonal, Notary Public
(insert name and title of the officer)

personally appeared Farid Soroudi,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ **(Seal)**

UNANIMOUS WRITTEN CONSENT TO ACTION BY THE DIRECTORS OF

ENVIRONMENTAL CONSTRUCTION, INC.

(the "Corporation")

The following is a certificate of unanimous consent to action by all the Directors of the Corporation, and I, the Chief Executive Officer of the Corporation, do hereby certify that the Corporation is validly organized and operating under the laws of the State of California as of the 13th day of October, 2004, and that I am the duly elected Chief Executive Officer of the Corporation and the below is an accurate reflection of resolutions of the Directors of the Corporation made without a meeting.

WHEREAS:

A. The Directors wish to appoint a signing officer.
B. Farid Soroudi holds the office of Chief Executive Officer.
C. Aria Soroudi holds the offices of President, Chief Financial Officer, and Secretary.

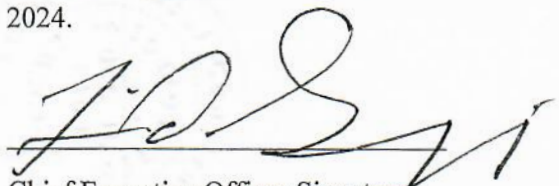
THEREFORE BE IT RESOLVED THAT:

1. Farid Soroudi is hereby authorized and approved to be a signing authority for the Corporation. The foregoing signing authority granted shall include, but shall not be limited to, the execution of Deeds, powers of attorney, transfers, assignments, contracts, obligations, certificates, and other instruments of whatever nature entered into by this corporation. Farid Soroudi shall also have the power to give instructions, verifications and approval on behalf of the corporation in relation to all transactions from and to the Corporation's bank accounts from time to time.

2. The Secretary of the Corporation is hereby authorized to update the Corporation's Minute Book as appropriate.

3. Aria Soroudi is hereby authorized and approved to be a signing authority for the Corporation. The foregoing signing authority granted shall include, but shall not be limited to, the execution of Deeds, powers of attorney, transfers, assignments, contracts, obligations, certificates, and other instruments of whatever nature entered into by this corporation. Aria Soroudi shall also have the power to give instructions, verifications and approval on behalf of the corporation in relation to all transactions from and to the Corporation's bank accounts from time to time.

In witness whereof, I have duly executed this Certificate of Corporate Resolution this 15th day of April, 2024.



Chief Executive Officer Signature

Farid Soroudi

Chief Executive Officer Name

ACKNOWLEDGMENT

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

State of California
County of Los Angeles)

On 4/15/2024 before me, Lauren Lustyan, Notary Public
(insert name and title of the officer)

personally appeared Farid Soroudi,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

LAUREN NICOLE LUSTYAN
Notary Public - California
Los Angeles County
Commission # 2447829
My Comm. Expires May 25, 2027

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Environmental Construction, Inc.

as principal _____, and Vigilant Insurance Company as surety(ies) are held and firmly bound unto THE CITY OF LOS ANGELES, CALIFORNIA, a municipal corporation, in the penal sum of Two Million, One Hundred Twenty-One Thousand, Six Hundred Ninety-One and 00/100---------- dollars ($ 2,121,691.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH: that whereas the principal entered into a certain contract, hereto attached, with City, for PORTWIDE LEAK DETECTION EXPANSION PROGRAM

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 City, with or without notice to the surety(ies), and during the life of any guaranty required under 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 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) _____

_____

ATTEST (Surety) _____

_____ _____

(Surety) _____

_____

(Corporate Seal)

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Environmental Construction, Inc.

as principal (s) and Vigilant Insurance Company as surety(ies)

are held and firmly bound unto THE CITY OF LOS ANGELES, a municipal corporation, acting by and through its Board of Harbor Commissioners, and any person or party named below in the penal sum equal to: Two Million, One Hundred Twenty-One Thousand, Six Hundred Ninety-One and 00/100---------- dollars ($ 2,121.691.00) in lawful money of the United States, and the payment of which shall 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 City for PORTWIDE LEAK DETECTION EXPANSION PROGRAM

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 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 City with or without notice to the surety(ies) or during the life of any guarantee required under 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 Contractor and subcontractors/suppliers 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) shall pay the same in an amount not exceeding the sum of Two Million, One Hundred Twenty-One Thousand, Six Hundred Ninety-One and 00/100---------- dollars ($ 2,121,691.00) and, in addition thereto, in case suit is brought upon this bond and judgment rendered against the principal (s) or surety(ies), or both, a reasonable attorney's fee to be fixed by the court, taxed as costs and included in the judgment rendered therein; otherwise this obligation to be void.

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 9100 of the California 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-bounded parties have executed this instrument under their several hands and seals this ____ day of _____, 20__.

ATTEST

_____

(Principal)_____

_____

(Surety) _____

_____

(Surety) _____

_____

(Corporate Seal)

INDIVIDUAL FORM

AFFIDAVIT OF COMPLETION OF WORK
UNDER SPECIFICATION NO. 2830
CONTRACT NO. _____

(STATE OF CALIFORNIA)
(COUNTY OF LOS ANGELES)

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

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

That, in accordance with the provisions under Subsection 01000.58 of GENERAL CONDITIONS Section of Specification No. 2830 which Specifications is a part of Contract No. _____, by and between City of Los Angeles and Affiant, to the best of my knowledge and belief, Work specified in said Specifications and said Contract has been completed in strict accordance with Drawings and Specifications therefor, that no lawful debts for labor or material are outstanding, and that no federal excise tax has been included in Contract price;

That all request for funds under Items of Contract, including Changes in 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 shall be requested or is due under Contract or under any adjustment issued thereunder;

That, in accordance with said Subsection 01000.58, upon receipt of said final payment now pending, Affiant acknowledges that City, Board thereof, Executive Director, Engineer and any and all authorized employees of City shall thereby be released from any and all claims or liability on account of Work performed under 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

CO-PARTNERSHIP FORM

AFFIDAVIT OF COMPLETION OF WORK
UNDER SPECIFICATION NO. 2830
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 01000.58 of GENERAL CONDITIONS Section of Specification No. 2830, which Specifications is a part of Contract No. _____, by and between City of Los Angeles and _____
_____
(Contractor)
to the best of my knowledge and belief, Work specified in said Specifications and said Contract has been completed in strict accordance with Drawings and Specifications therefor, that no lawful debts for labor or materials are outstanding, and that no federal excise tax has been included in Contract price;

That all requests for funds under Items of Contract, including Changes in 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 shall be requested or is due under Contract or under any adjustment issued thereunder;

That, in accordance with said Subsection 01000.58, upon receipt of said final payment now pending, Affiant acknowledges for himself/herself and for the _____,
(Contractor)
that City, Board thereof, Executive Director, Engineer, and any and all authorized employees of City shall thereby be released from any and all claims or liability on account of Work performed under 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

CORPORATE FORM

AFFIDAVIT OF COMPLETION OF WORK
UNDER SPECIFICATION NO. 2830
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 _____,
(Contractor)
a corporation.

That, in accordance with the provisions under Subsection 01000.58 of GENERAL CONDITIONS Section of Specification No. 2830, which Specifications is a part of Contract No. _____, by and between City of Los Angeles and _____
_____
(Contractor)
to the best of my knowledge and belief, Work specified in said Specifications and said Contract has been completed in strict accordance with Drawings and Specifications therefore, that no lawful debts for labor or materials are outstanding, and that no federal excise tax has been included in Contract price;

That all requests for funds under Items of Contract, including Changes in 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 shall be requested or is due under Contract or under any adjustment issued thereunder;

That, in accordance with said Subsection 01000.58, upon receipt of said final payment now pending, Affiant acknowledges for himself/herself and for _____,
(Contractor)
that City, Board thereof, Executive Director, Engineer, and any and all authorized employees of City shall thereby be released from any and all claims or liability on account of Work performed under 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/SUBCONTRACTOR/SUPPLIER INFORMATION FORM

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

PRIME CONTRACTOR

Business Name: Environmental Construction, Inc. Award Total: $ 2,121,691.00
Owner's Ethnicity: White Gender: Male Group: (SBE) VSBE MBE WBE DVBE OBE
(Circle all that apply)
Local Business Enterprise: YES X NO _____ (Check only one)
Primary NAICS Code: 23799
Address: 21550 Oxnard Street, Suite 1060
City/State/Zip: Woodland Hills, CA 91367
Telephone: (818) 449-8920 FAX: (818) 805-3558
Contact Person/Title: Farid Soroudi / CEO
Email Address: estimating@environcon.com
State Contractor's I.D. 498624 DIR Registration No. 1000009515
RAMP Company ID 20086

(SUBCONTRACTOR) SUPPLIER INFORMATION FORM (CIRCLE ONE)

Business Name: All in One Electric Award Total: $ 75,809.85
Owner's Ethnicity: Asian Gender: Male Group: (SBE) (VSBE) (MBE) WBE DVBE OBE
(Circle all that apply)
Local Business Enterprise: YES X NO _____ (Check only one)
Primary NAICS Code: 238210
Address: 24740 Meadview Avenue
City/State/Zip: Newhall, CA 91321
Telephone: (661) 255-5315 FAX: (661) 255-0443
Contact Person/Title: Steven Bacon / CEO
Email Address: aioelectric@sbcglobal.net
State Contractor's I.D. 493060 DIR Registration No. 1000015760
RAMP Company ID 1077
Description of Work to be Performed or Items Being Supplied: Electrical and instrumentation work

SUBCONTRACTOR/SUPPLIER INFORMATION FORM (CIRCLE ONE)

Business Name: _____ Award Total: $ _____
Owner's Ethnicity: _____ Gender: _____ Group: SBE VSBE MBE WBE DVBE OBE
(Circle all that apply)
Local Business Enterprise: YES _____ NO _____ (Check only one)
Primary NAICS Code: _____
Address: _____
City/State/Zip: _____
Telephone: ( ) _____ FAX: ( ) _____
Contact Person/Title: _____
Email Address: _____
State Contractor's I.D. _____ DIR Registration No. _____
RAMP Company ID _____
Description of Work to be Performed _____
or Items Being Supplied: _____

SUBCONTRACTOR/SUPPLIER INFORMATION FORM (CIRCLE ONE)

Business Name: _____ Award Total: $ _____
Owner's Ethnicity: _____ Gender: _____ Group: SBE VSBE MBE WBE DVBE OBE
(Circle all that apply)
Local Business Enterprise: YES _____ NO _____ (Check only one)
Primary NAICS Code: _____
Address: _____
City/State/Zip: _____
Telephone: ( ) _____ FAX: ( ) _____
Contact Person/Title: _____
Email Address: _____
State Contractor's I.D. _____ DIR Registration No. _____
RAMP Company ID _____
Description of Work to be Performed _____
or Items Being Supplied: _____

_____ 11-25-25
Authorized signature Farid Soroudi
CEO Date

Refer to Subsection 00030.06 for SBE, VSBE, DVBE, MBE, WBE, and OBE definitions and refer to Subsection 00030.10 for definition of Local Business Enterprise (LBE).

02 SUBCONTRACTOR/SUPPLIER OWNERSHIP AND LOCAL BUSINESS ENTERPRISE 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/Subcontractor/Supplier Information Form is true and correct and includes all material information necessary to identify and explain the operations of

Name of Firm AIO Electric Inc DBA All in One Electric

as well as the ownership thereof. Further, the undersigned agrees to provide, upon request, either through the prime contractor or, directly to Harbor Department, complete and accurate information regarding ownership in the named firm, and all of its domestic and foreign affiliates, any proposed changes of the ownership and to permit the audit and examination of firm ownership documents, and the ownership documents of all of its domestic and foreign affiliates, in association with this Contract."

Please indicate the ownership of your company as defined in Subsection 00030.06 of 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)

Please indicate the local business enterprise (LBE) status of your company as defined in Subsection 00030.10 of BIDDING DOCUMENTS Section:

Circle One:
(LBE)
Non-LBE

Signature _____ Title CEO

Printed Name Steven Bacon Date Signed November 26, 2025

NOTARY

State of California

County of Los Angeles

On November 26, 2025 before me, Eric Gamonal, Notary Public
Date Here insert Name and Title of the Officer

personally appeared Steven Bacon
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

FORM 50

Bidder Certification

Los Angeles City ETHICS COMMISSION

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

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

Reference Number (Bid, Contract, or RAMP)	Awarding Authority (Department awarding the contract)
Spec 2830	Port of Los Angeles
Bidder Name	
Environmental Construction, Inc.	
Address	
21550 Oxnard Street, Suite 1060, Woodland Hills, CA 91367	
Email Address	**Phone Number**
estimating@environcon.com	818-449-8920

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.

Farid Soroudi
Name

Signature

CEO
Title

11/17/2025
Date

FORM 55

Prohibited Contributors
(Bidders)

Los Angeles City ETHICS COMMISSION

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

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

Reference Number (Bid, Contract, or RAMP): Spec 2830 Date Bid Submitted: 11/25/2025

Contract Description (Title of the RFP or City contract solicitation and description of the services to be provided):
Portwide Leak Detection Expansion Program

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

Bidder Name: Environmental Construction, Inc.

Bidder Address: 21550 Oxnard Street, Suite 1060, Woodland Hills, CA 91367

Bidder Email Address: estimating@environcon.com Bidder Phone Number: 818-449-8920

Schedule Summary

Please complete all three of the following:

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

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

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

Certification

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

Farid Soroudi
Name

CEO
Title

Farid Soroudi Digitally signed by Farid Soroudi Date: 2025.11.25 13:40:18 -08'00'
Signature

11/25/2025
Date

FORM 55

Prohibited Contributors
(Bidders)

Los Angeles City ETHICS COMMISSION

Schedule A - Bidder's Principals

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

Name: Farid Soroudi Title: CEO

Address: 21550 Oxnard Street, Suite 1060, Woodland Hills, CA 91367

Name: Aria Soroudi Title: President, Secretary, Treasurer

Address: 21550 Oxnard Street, Suite 1060, Woodland Hills, CA 91367

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

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

FORM 55

Prohibited Contributors
(Bidders)

Los Angeles City ETHICS COMMISSION

Schedule B - Subcontractors and Their Principals

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

Subcontractor's Name

N/A

Subcontractor's Address

Please check one of the following options:

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

* *Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.*

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

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

Environmental Construction, Inc.

Information

ID
20086

Registered As
Prime

Hours of Operation
Monday, Tuesday, Wednesday, Thursday, Friday

Email
estimating@environcon.com (mailto:estimating@environcon.com)

Phone
818-449-8920

Fax
8188053558

Admin
Farid Soroudi **estimating@environcon.com (mailto:estimating@environcon.com)**

Addresses

Business/Billing
21550 Oxnard Street, Suite 1060, Suite 1060
Woodland Hills, CA 91367
United States
(https://www.google.com/maps?q=21550%200xnard%20Street%2C%20Suite%201060%2C%20Suite%201060%0AWoodland%20Hills%2C%20CA%2091367%0AUnited%20States)

Summary

NAICS Codes	22131 Water Supply and Irrigation Systems 23811 Poured Concrete Foundation and Structure Contractors 23731 Highway, Street, and Bridge Construction 23799 Other Heavy and Civil Engineering Construction 23711 Water and Sewer Line and Related Structures Construction 22132 Sewage Treatment Facilities
Certifications	LBE (LA), LBE (Harbor), SBE (Proprietary), OBE
Non-Profit	No
Sole Proprietor	No

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Report

CITY OF LOS ANGELES

City of Los Angeles (https://www.lacity.org)

Mayor's Office of Karen Bass (http://www.lamayor.org)

Open Data (https://data.lacity.org/dataset/RAMP-Open-Bid-Opportunities/hf3r-utnq)

Bond Assistance Program

Building Permits (https://ladbs.org/services/core-services/plan-check-permit)

BUSINESS SERVICES

Business Source Centers (https://ewddlacity.com/index.php/local-business/businesssource-centers)

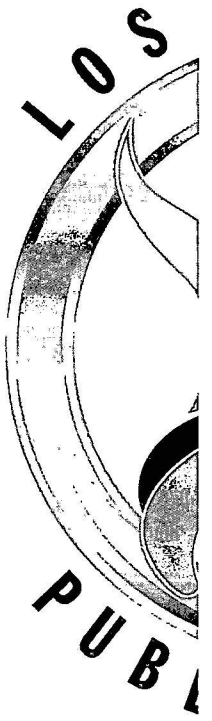
Business Tax Resources (https://finance.lacity.org/)

Minority Business Development Agency (https://www.mbda.gov/)

Office of Small Business (https://business.lacity.org/)

A SERVICE BROUGHT TO YOU BY

OFFICE OF PROCUREMENT CITY OF LOS ANGELES



INNOVATION & PERFORMANCE COMMISSION | INNOVATE | CITY OF L.A.

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To verify most current certification status go to: https://www.caleprocure.ca.gov

DGS
CALIFORNIA DEPARTMENT OF GENERAL SERVICES

Office of Small Business & DVBE Services

Certification ID: 2014024

Legal Business Name:
Environmental Construction, Inc.

Doing Business As (DBA) Name 1:

Doing Business As (DBA) Name 2:

Address:
21550 Oxnard Street
Suite 1060
Woodland Hills
CA 91367

Email Address:
estimating@environcon.com

Business Web Page:

Business Phone Number:
818/449-8920

Business Fax Number:
818/805-3558

Business Types:
Construction , Service

Certification Type	Status	From	To
SB-PW	Approved	11/21/2024	11/30/2026

Stay informed! KEEP YOUR CERTIFICATION PROFILE UPDATED!
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Questions?
Email: Certification@dgs.ca.gov
Call OSDS Main Number: 916-375-4940
707 3rd Street, 1-400, West Sacramento, CA 95605

AIO Electric, Inc. DBA All in One Electric

We are a IBEW Union Electrical Contractor specializing in heavy industrial, water treatment, medium voltage, low voltage and instrumentation.

Information

ID
1077

Registered As
Sub

Email
aioelectric@sbcglobal.net (mailto:aioelectric@sbcglobal.net)

Phone
661-255-5315

Fax
661-255-0443

Admin
Steve Bacon **aioelectric@sbcglobal.net (mailto:aioelectric@sbcglobal.net)**

Addresses

Business/Billing
24740 Meadview Ave
Newhall, CA 91321
United States
(https://www.google.com/maps?q=24740%20%20Meadview%20Ave%0ANewhall%2C%20CA%2091321%0AUnited%20States)

Summary

NAICS Codes	221122 Electric Power Distribution 238210 Electrical Contractors 238990 All Other Specialty Trade Contractors 236210 Industrial Building Construction
Certifications	DBE, EBE, MBE, SBE (LA), LBE (Harbor), SBE (Proprietary), VSBE (Harbor)
Non-Profit	No
Sole Proprietor	No
Employees **	41
Employees Range **	20 - 100
Industry	Electric Power Generation, Transmission and Distribution

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Report

CITY OF LOS ANGELES

City of Los Angeles (https://www.lacity.org)

Mayor's Office of Karen Bass (http://www.lamayor.org)

Open Data (https://data.lacity.org/dataset/RAMP-Open-Bid-Opportunities/hf3r-utnq)

Bond Assistance Program

Building Permits (https://ladbs.org/services/core-services/plan-check-permit)

BUSINESS SERVICES

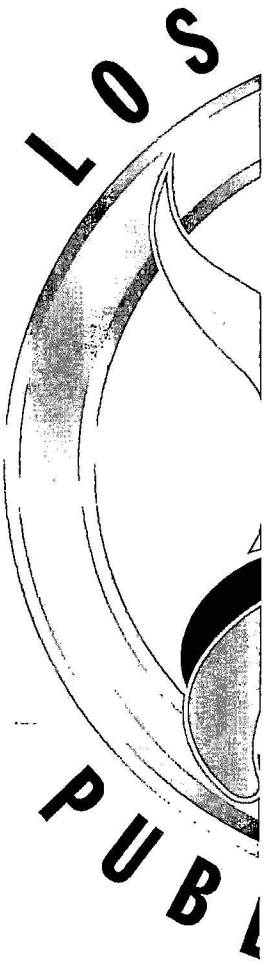
Business Source Centers (https://ewddlacity.com/index.php/local-business/businesssource-centers)

Business Tax Resources (https://finance.lacity.org/)

Minority Business Development Agency (https://www.mbda.gov/)

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DGS
CALIFORNIA DEPARTMENT OF GENERAL SERVICES

Office of Small Business & DVBE Services

Certification ID: 21477

Legal Business Name:
All In One Electric

Doing Business As (DBA) Name 1:

Doing Business As (DBA) Name 2:

Address:
24740 MEADVIEW AVE.
NEWHALL
CA 91321

Email Address:
aioelectric@sbcglobal.net

Business Web Page:

Business Phone Number:
661/255-5315

Business Fax Number:

Business Types:
Construction , Service

Certification Type	Status	From	To
SB(Micro)	Approved	08/18/2022	02/28/2026

Certification Type	Status	From	To
SB-PW	Approved	08/18/2022	02/28/2026

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Questions?
Email: Certification@dgs.ca.gov
Call OSDS Main Number: 916-375-4940
707 3rd Street, 1-400, West Sacramento, CA 95605

Certified Profile

CLOSE WINDOW

Print

Business & Contact Information

BUSINESS NAME	**ALL IN ONE ELECTRIC**
OWNER	**Steven E. Bacon**
ADDRESS	**24740 MEADVIEW AVENUE** **NEWHALL, CA 91321 [map]**
PHONE	**661-255-5315**
FAX	**661-255-0443**
EMAIL	**aioelectric@sbcglobal.net**
ETHNICITY	**Asian-Pacific American**
GENDER	**Male**
COUNTY	**Los Angeles (CA)**

Certification Information

CERTIFYING AGENCY	**City of Los Angeles**
CERTIFICATION TYPE	**DBE - Disadvantaged Business Enterprise**
CERTIFIED BUSINESS DESCRIPTION	

Commodity Codes

Code	Description

CA WCC C8903	ELECTRICAL SERVICES FOR RAIL CARS
CA WCC D3690	MISC ELECTRICAL EQUIPMENT
NAICS 238210	Electrical Contractors and Other Wiring Installation Contractors
NAICS 423840	Industrial Supplies Merchant Wholesalers

Additional Information

WORK DISTRICTS/REGIONS	**Los Angeles**
CUCP PUBLIC DIRECTORY CERTIFICATION NUMBER	**30380**

This profile was generated on 11/26/2025

03 SUPPLIER LIST

Supplier information is required for calculation of SBE and VSBE participation. Photocopy this form for additional firms. Please list SBE and VSBE Suppliers that are being used to achieve the minimum required SBE and VSBE participation levels.

Supplier Name and Location		Amount	SBE Yes or No	VSBE Yes or No	Local Business Yes or No
Name					
Address					
City, State, Zip					
Phone					
Description of Items Being Supplied:					

Name					
Address					
City, State, Zip					
Phone					
Description of Items Being Supplied:					

Name					
Address					
City, State, Zip					
Phone					
Description of Items Being Supplied:					

SUBTOTAL	**DEPARTMENT USE ONLY**				

END OF SECTION

01 DRAWINGS

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

Drawing No.	Title
1-3504	Berths 96 – 109 China Shipping Portwide Leak Detection
1-3505	Berths 121 – 127 Everglades Portwide Leak Detection
1-3506	Berths 87 – 93 Cruise Terminal, Warehouse One, Port Pilots Portwide Leak Detection
1-3507	Berths 136 – 147 Trapac Portwide Leak Detection
1-3508	Berths 302 – 302 Fenix Marine Portwide Leak Detection
1-3509	Berths 401 – 406 APM Portwide Leak Detection
1-3510	Berths 174 – 181 Pasha Portwide Leak Detection

02 REFERENCE REPORTS*

*All Reference Reports listed are available for review in the online bid package. Refer to NOTICE INVITING BIDS Section for more information.

03 REFERENCE DRAWINGS*

*All Reference Drawings listed are available for review in the online bid package. Refer to NOTICE INVITING BIDS Section for more information.

Drawing No.	Title
1-249	Warehouse #11 Rear Berth 175 Underground Water & Sprinkler Mains
1-392	Underground Facilities Berth 90-93
1-393	Berth 90-91 Storm Drains
1-600	Existing Cargo Shed Berths 177-178 – Remodeling & Extension Backland Redevelopment
9-425	Ancon St & O'Farrel St Vacation District Harbor Department Development
9-494	Berth 100 Backland – Phase I
11850	Water Department Maps
1-1147	Earle Street Improvements
1-1220	Rear Berths 112-118 Fire Hydrants and Water Mains
1-1501	Berths 174-181 Backland Improvements
1-1704	B – 142-146 Container Terminal Proposed Fire Protection System
1-1945	Berths 174-181 Terminal Entrance Improvements
1-2001	Berths 302-305 Backland Improvements
1-2033	Terminal Way Realignment – Ferry St to Navy Way

Drawing No.	Title
1-2166	Rear Berths 122-131 West Basin ICTF
1-2206	Pier 400 Transformation Corridor
1-2209	Pier 400 Backland Phase I – Berths 401-403
1-2351	Berth 100 Backland – Phase I

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

DBE: Disadvantaged Business Enterprise

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

LBE: Local Business Enterprise

MBE: Minority Business Enterprise

NEC: National Electrical Code

NEMA: National Electrical Manufacturers Association

NFPA: National Fire Protection Association

01000.01 Cont'd.

OBE:	Other Business Enterprise
OSHA:	Occupational, Safety, and Health Administration
POLA:	Port of Los Angeles
PVC:	Polyvinyl chloride
RS:	Reference Specifications
SBE	Small Business Enterprise
SSPC:	Society for Protective Coatings
UDBE:	Underutilized Disadvantaged Business Enterprise
UL:	Underwriters Laboratories, Inc.
VSBE:	Very Small Business Enterprise
WBE:	Women Business Enterprise

b DEFINITIONS:

Applicable Laws: Any and all federal, state, county, or governmental agency laws, statues, ordinances, standards, codes, rules, ordinances, resolutions, orders, or requirements adopted or implemented under color of law, in effect at any point during the term of Contract, pertaining to: Project, performance of Work by Contractor and/or those operating for or on behalf of Contractor, operation and occurrences on Project Site(s); use, occupancy, and/or condition of Laydown Area(s) and Contract Documents.

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

Backland: The area of a marine terminal’s property behind the wharf where cargo, containers, chassis and other equipment are stored and other non-water invasive equipment and facilities are located.

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

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

01000.01 Cont'd.

Business Day: Monday, Tuesday, Wednesday, Thursday, and Friday during working hours (8 am to 5 pm with a non-paid 1-hour break), with the exception of City of Los Angeles holidays.

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 Work: A written order from City to Contractor covering changes in Drawings, Specifications, or Bid Proposal Line Items quantities and establishing the basis of payment and Contract Time adjustments, if any, for Work affected by such changes. Change Orders (COs) as defined in Cost-Plus Change Work Order (Change Orders) Subsection of this Section, and Authorities for Adjustment (AFAs) as defined in Authority for Adjustments Subsection of this Section, is considered to be Changes in Work.

City: City of Los Angeles, California.

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

Contamination: A spill, discharge, or release of any Environmentally Regulated Material.

Contract Documents: "Contract Documents" shall consist of Notice Inviting Bids, Information for Bidders, Bidding Documents, Contract, Performance Bond, Payment Bond, Affidavits of Completion, CONTRACTOR/SUBCONTRACTOR/SUPPLIER Information, and Contract Documents Sections of this Specification No. 2830 together with Contractor supplied documents required by these sections, and Specifications, Drawings, standard plans, and reference specifications referenced in Specifications or on Drawings, the appendices, addenda, permits, and Changes in Work.

Contract: The written agreement executed by Contractor and City covering Work not to exceed three (3) years commencing on Effective Date.

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

Contract Time: The number of Calendar Days, stated in Contract Time Article of CONTRACT Section, allowed for completion of Work including any maintenance or plant establishment period and authorized time extensions. The first Notice to Proceed (NTP) shall specify the date on which Contract Time begins.

days: See definition for Calendar Day.

01000.01 Cont'd.

Department: Harbor Department of City of Los Angeles.

Drawings: The official drawings or exact reproductions approved by Engineer, which show Project Site(s) and any Laydown Area(s), character, dimensions, and details of Work.

Effective Date: The date of execution of Contract by Executive Director upon authorization of Board, subject to the provisions of Charter Section 245 of City of Los Angeles.

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

Environmentally Regulated Material: Any material, pollutant, hazardous or toxic substance, material, or waste at any concentration, that is or becomes regulated by the United States, the State of California, or any local or governmental authority having jurisdiction over Project Site(s) and any Laydown Area(s) and/or Contractor's undertaking of Work. Environmentally Regulated Materials shall mean: (i) "hazardous substance" as defined by Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA); (ii) "hazardous waste" as defined in Resource Conservation and Recovery Act (RCRA); (iii) Any pollutant, contaminant, or hazardous, dangerous, or toxic chemical, material, or substance, within the meaning of any other applicable federal, state, or local law, regulation, ordinance, or requirement (including consent decrees and administrative orders imposing liability or standard of conduct concerning any hazardous, dangerous, or toxic waste, substance, or material, now or hereinafter in effect); (iv) Radioactive material, including any source, special nuclear, or byproduct material as defined in the Atomic Energy Act of 1954 (42 USCS §§ 2011 et seq.) in its present or successor form; (v) Asbestos in any form or condition; (vi) Polychlorinated biphenyls ("PCBs") and any substance or compound containing PCBs; and (vii) Petroleum products.

Executive Director: Executive Director of Department or designated representative.

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

Landside: Project activity approach from land, for example, pile driving from landside.

01000.01 Cont'd.

Laydown Area(s): Specific area or real property, ground, pavement, or water access expressly identified either on Drawings if applicable or in writing by Executive Director, located near or at Project Site(s), designated for the following uses and no others: delivery, storage, and handling of the materials and equipment to be installed or constructed as part of Work, field offices, parking, and access.

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

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

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

Project Site(s): The entire area of real property on which Work is to be performed. Area or areas where Project materials and equipment, as described in NOTICE INVITING BIDS Section and SUMMARY OF WORK Section of Specifications are installed or constructed.

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

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

Substantial Completion: Upon satisfactory completion of Work, Engineer shall issue a Substantial Completion letter to Contractor to indicate a stop in Contract Time and that Work is acceptable for its intended use. Such Substantial Completion letter may include a list of punch list items that must be completed by Contractor prior to final acceptance of Work by Department.

Superintendent: Contractor's executive representative who is present on Project Site(s) and any Laydown Area(s) during construction, authorized to receive and fulfill instructions from Engineer, and who shall supervise and direct the construction.

01000.01 Cont'd.

Waterside: Project activity approach from water, for example, pile driving from waterside.

Work: The furnishing of labor, materials, tools, equipment, and incidentals necessary and convenient to Contractor's performance of all duties and obligations imposed by Contract. Unless otherwise noted, Work shall be performed on Project Site(s) and any Laydown Area(s).

02 TIME FOR SUBMITTAL OF BONDS

a Within 14 Calendar Days after Notice of Award Contractor shall furnish 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 Contract in the sum of 100 percent of the total amount of Contract.

b The form of bond is included in Section 00070.

c No payment shall be made to Contractor until 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 Contract to secure payment of all claims, demands, liens or charges of the State of California, of material suppliers, mechanics, or laborers employed by Contractor or by any subcontractor.

b The form of bond is included in Section 00074.

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

05 RESPONSIBILITY FOR LOSS

a During use and occupancy of Project Site(s) and any Laydown Area(s) and progress of Work under Contract and until its final acceptance, 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 Work.

01000.05 Cont'd.

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

c Contractor shall 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 Work, built in accordance with accepted and applicable building standards, Drawings, and Specifications, that has been damaged by an earthquake in excess of a magnitude of 3.5 on the Richter scale or tidal wave.

06 PREVAILING WAGES

a 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 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 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 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 Department.

c When Contractor has been determined to be in violation of Section 377 of 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 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 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.

01000.06 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 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 Board and to the State Division of Labor Law Enforcement. Contractor in all other respects shall comply with Section 1776 of the Labor Code.

f No later than the end of the work day following the day on which Work was performed by Contractor, or any subcontractor, Contractor and applicable subcontractor(s) shall complete and furnish Contractor Daily Field Report, included as Subsection 67 of this Section, to Inspector. When Work has been performed, Contractor shall submit a form regarding all employees and equipment at Project Site(s) and any Laydown Area(s) on the work day, and Contractor shall submit a separate form for each subcontractor regarding each subcontractor's employees and equipment at Project Site(s) and any Laydown Area(s) on the work day. Each field report shall:

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

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

6 Contain the printed name and title for 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 Inspector for review. If additional space is needed, a second form, with pages numbered accordingly, can be completed.

01000.06 Cont'd.

h Inspector shall compare Inspector's records with the report submitted by Contractor, discuss any apparent discrepancies with Contractor, and reconcile the report (and have it re-submitted, if necessary). Once the report is agreed upon by Contractor and Inspector, 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 Contractor and all subcontractors shall be submitted to 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 Contractor or 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 Contract. City reserves the right to reject incomplete payroll reports and request re-submittal of complete reports.

07 WAGE AND EARNING ASSIGNMENT ORDERS/NOTICES OF ASSIGNMENTS

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

b 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. 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. Contractor or subcontractor shall maintain such compliance throughout the term of Contract.

08 WORKING HOURS

a Work shall be accomplished during daylight hours. Night work shall only be allowed, if in the opinion of Engineer, 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.

09 APPRENTICE UTILIZATION ON PUBLIC WORKS

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

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

10 NON-DISCRIMINATION PROVISIONS

a Contractor shall agree to City of Los Angeles Non-discrimination provisions as provided in Subsections 00030.03 and 00030.04 of BIDDING DOCUMENTS Section.

11 BOARD RIGHT TO TERMINATE CONTRACT

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

b Upon termination, 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 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 Paragraph b of this Subsection, Contractor shall 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

01000.11 Cont'd.

2 Termination occurs after the Notice to Proceed date
Subject to Contractor's full satisfaction of the requirements of Paragraph b of this Subsection, Contractor shall 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 Work remaining (determined by subtracting payments made, or due, from 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

12 ASSIGNMENTS

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

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

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

13 CANCELLATION FOR DEFAULT

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

b Executive Director shall advise the bondsperson(s) or surety(ies) guaranteeing faithful performance of Contract, of the suspension and reasons therefor, and shall notify said bondsperson(s) or surety(ies) that they shall be given fourteen days within which to arrange for the completion of Work in accordance with the terms and provisions of Contract by another contractor or firm of contractors, satisfactory to Executive Director. If such bondsperson(s) or surety(ies) requests additional time in which to arrange for completion of 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, Executive Director shall thereupon have the right without further notice, to exclude Contractor, bondsperson(s) or surety(ies) and any subcontractor or employee upon the line of work from Project Site(s) and any Laydown Area(s) and take possession of all material and equipment, and complete Work by City forces or by letting the unfinished Work to another contractor, or by a combination of such methods.

01000.13 Cont'd.

d The cost of completing Work shall be charged against Contractor and the surety or bondspersons to the extent of their liability. If Department is required to complete 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 City all costs in excess of Contract amount which City is obligated to pay in order to complete 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 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 Contract amount from the date of City's payment. Engineer's certificate as to the amount of Work done, the cost, and the excess cost, if any, of completing Work specified by Contract shall be conclusive and binding upon Contractor's assignees and sureties.

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

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

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

14 OTHER CONTRACTS

a City reserves the right to have Work done in or about Project Site(s) and any Laydown Area(s) as provided for in Contract, by persons, firms, or corporations other than said Contractor, or to perform the same by force account under the direction and supervision of Engineer.

b 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 Work with others.

c If any part of Contractor's Work depends upon the work of any other contractor for proper execution or results, Contractor shall inspect and promptly report to 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.

15 CONTRACT DOCUMENTS COMPLEMENTARY

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

b Information included by specific reference in any of Contract Documents shall be a part of 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 Work shall be shown on Drawings or indicated in Specifications, City does not warrant the completeness or accuracy of such information. It is Contractor's responsibility to ascertain the existence of any conditions affecting the cost of Work which would have been disclosed by reasonable examination of Project Site(s) and any Laydown Area(s) and Contract Documents.

d All contact information, website addresses, and related references are provided for convenience only, but it is Contractor’s responsibility to obtain the current applicable phone numbers, addresses, and websites in the event that those provided are no longer current.

16 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 shall 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.

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 Contractor might draw therefrom.

17 STANDARD SPECIFICATIONS

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

18 REFERENCE SPECIFICATIONS

a Whenever the words "Reference Specifications" (sometimes abbreviated RS) are used, either in Specifications, or on 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.

19 ELECTRONIC COPIES OF CONTRACT DOCUMENTS FURNISHED

a Engineer shall furnish to Contractor, free of charge, electronic files in pdf format of Contract Documents reasonably necessary for the execution of Work.

b These Contract Documents are the property of Department, and shall not be reused on other work.

20 RESPONSIBILITY OF COSTS AND MATERIALS

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

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

21 SHOP DRAWINGS AND MATERIALS SAMPLES

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

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

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

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

01000.21 Cont'd.

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

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

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

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

i No portion of Work requiring shop drawing and sample submission shall commence until the submission has been approved by Engineer. All such portions of 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 Work and no addition to Contract price shall be made therefor.

22 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, sheet steel 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 Specifications, subject to sampling and testing by Engineer. Standard items of equipment such as electrical motors, conveyors, elevators, plumbing fixtures, and other similar equipment, are subject to inspection at Project Site(s) and any Laydown Area(s). 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 Work, Contractor shall submit samples of materials required by Contract Documents. Contractor shall deliver the materials for testing to the place and at the time designated by Engineer.

c Contractor shall notify Engineer in writing at least 15 days in advance, of 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 Department Administration Building shall be performed by Engineer, at no expense to Contractor.

e Unless otherwise specified, when Contractor intends to purchase materials, fabricate products, or equipment from sources located more than 75 miles from Department Administration Building, an independent inspector or accredited testing laboratory (approved by Engineer), shall be provided by Contractor at Contractor’s sole cost and 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 Drawings and Specifications. The independent inspector or accredited laboratory shall forward evaluation and test reports to Engineer, with copies provided to 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. Approval by the independent inspector or accredited testing laboratory shall not relieve Contractor of responsibility for complying with the requirements of Contract Documents.

01000.22 Cont'd.

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

g Engineer may waive the materials testing and inspection requirements of 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 Engineer to be included with the submittal.

23 DEFECTIVE MATERIALS AND CONSTRUCTION

a Materials and labor not conforming to the requirements of Specifications shall be considered defective and shall be subject to rejection. Defective Work or materials, whether in place or not, shall be removed immediately from Project Site(s) and any Laydown Area(s) by Contractor, when so directed by Engineer.

b Contractor shall be required, at Contractor's sole cost and expense, to replace any inferior material, or correct any imperfect Work whenever discovered, as ordered by Engineer.

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

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 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 Contract.

24 PROTECTION OF MATERIALS

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

b Contractor shall be held responsible for all materials furnished by City after such are delivered at Project Site(s) and any Laydown Area(s) and deductions shall be made from any money due or to become due 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, Contractor shall be responsible for all materials whether furnished by Contractor or by City, and shall properly store such if necessary.

25 AUTHORITY OF ENGINEER

a Board has the final authority in all matters affecting Work covered by Contract Documents. Within the scope of Contract, Engineer shall have the authority to enforce compliance with Contract Documents. Contractor shall promptly comply with instructions from Engineer and 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 Engineer is final and binding, and shall be precedent to any payment under Contract, unless otherwise ordered by Board.

26 SUBSURFACE DATA AND PHYSICAL CONDITIONS

a Engineer shall make available all information in Department's possession on subsoil conditions in the vicinity of Work. Any additional subsurface exploration shall be done by Contractor at Contractor's sole cost and 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 shall not be considered as a basis for extra compensation.

01000.26 Cont'd.

c Contractor shall promptly, and before such conditions are disturbed, notify Engineer in writing of: 1) Subsurface or physical conditions at Project Site(s) and any Laydown Area(s) differing materially from those indicated in Contract Documents or as given by survey points and instructions, 2) Unknown physical conditions at Project Site(s) and any Laydown Area(s), of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in Contract, or 3) Material that Contractor has suspected to possibly 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 I, Class II, or Class III disposal site in accordance with provisions of existing law. Engineer shall promptly investigate the conditions, and if 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 Contract, an equitable adjustment shall be made in accordance with applicable Contract provisions. Any request by Contractor for adjustment hereunder shall 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 Contractor's cost of, or time required for, performance of any part of Work, Contractor shall not be excused from any scheduled completion date provided for by Contract but shall proceed with all Work to be performed under 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.

27 PROTECTION OF EXISTING UTILITIES

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

28 HARBOR DATUM

a All depths and elevations given in Specifications or shown on Drawings are referenced to the plane of the National Geodetic Vertical Datum of 1929 (NGVD 29), Mean Lower Low Water (MLLW) which is assumed as elevation 0.00.

01000.28 Cont'd.

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 Sea Level	+2.8 feet
Mean Higher High Tide	+5.4 feet
Highest Tide	+7.5 feet

29 SURVEYING AND STAKING

a Unless otherwise specified, Engineer shall provide and be responsible for surveying needed to construct Project. 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 Engineer at the sole cost and expense of Contractor.

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

c Unless otherwise specified, stakes shall be set and stationed by 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 shall be set at the surface of the ground. Contractor shall transfer them to the bottom of the trench.

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

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

30 INSPECTION OF WORK

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

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

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

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

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

31 FIELD OFFICE TRAILER AND FIELD PERSONNEL

a Contractor shall be responsible for providing, maintaining, and paying all costs associated with administering and managing Contract, including field and home office personnel, materials, equipment, tools, construction trailers, and any other items necessary until the end of Contract Time including maintenance or plant establishment period.

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

c Contractor’s Superintendent shall be assigned solely to Project and be present on Project Site(s) and any Laydown Area(s) for the entire duration of Contract Time including maintenance or plant establishment period. Contractor’s Superintendent shall not be replaced without notifying and obtaining approval of Engineer in writing at least 14 Calendar Days in advance.

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

32 CHARACTER OF WORKERS AND DISCIPLINE AMONG EMPLOYEES

a Contractor shall, at all times employ sufficient labor for completing Work in the manner and time required by 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 Contractor shall at all times enforce discipline and order among employees, and shall avoid employing on 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 Work by Contractor and not be reemployed on Work.

33 CHANGES IN WORK

a City reserves the right, without notice to the sureties, at any time during the life of Contract and without invalidating same, to change Drawings, Specifications, character of Work, quantity of Work, or time within which Contract is to be completed, 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 Contractor and City, unless both parties agree to proceed with the change by Change Order.

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

c Engineer, by written order to Contractor, approved by Executive Director, shall have authority to implement Changes in Work, and/or to grant extensions of time, provided that Changes in Work and/or extensions of time which increase or decrease 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 Board.

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

34 COST-PLUS CHANGE ORDER WORK (CHANGE ORDERS)

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

b Contractor shall maintain records sufficient to distinguish the direct cost of Change Order Work from the cost of other operations.

c Costs in a Change Order shall be determined as follows:

1 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.

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

3 Contractor shall 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 shall be allowed. In addition, Contractor shall be allowed reasonable move-in and move-out charges on heavy equipment.

01000.34 Cont'd.

4 Equipment and tools having a replacement value of $500 or less, whether or not consumed by use, shall be considered small tools and no payment shall be made therefor.

d Contractor shall notify Inspector at the beginning of each day when Change Order Work is being performed. Contractor shall describe the personnel involved, whether by Contractor forces or by its subcontractors at any tier. Failure to notify Inspector prior to the start of Change Order Work serves as Contractor's waiver to claim for compensation on that day.

e At the end of each day when Change Order Work is performed, Contractor [not subcontractor(s)] shall furnish to Inspector, on Port of Los Angeles Construction Division Time and Material Form, reports of Cost-Plus Work for that day. Form is included at the end of this Section.

The reports shall:

1 Identify party (Contractor or subcontractors at any tier) performing Work.

2 Show names of workers, classifications, and hours worked.

3 Describe and list quantities of materials used.

4 Show type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable.

5 Describe other services and expenditures in such detail as Engineer may require.

An attempt shall be made to reconcile the report daily, and it shall be signed by Inspector, the subcontractor performing Work (if applicable) and Contractor. In the event of disagreement, pertinent notes shall be entered by each party to explain points which cannot be resolved immediately. Each party shall retain a signed copy of the report. Reports by subcontractors or others shall be submitted through Contractor.

In the event that more than one Change in Work is performed by Contractor in a Calendar Day, Contractor shall maintain separate records of labor, construction equipment, and materials for each such change. In the event any subcontractor of any tier shall provide or perform any portion of any changed work, Contractor shall require that each such subcontractor maintain records in accordance with this Subsection.

01000.34 Cont'd.

f All Change Order reports to be submitted on the day that Work is performed, shall be signed by the subcontractor (if applicable) and Contractor or authorized representative, and witnessed by Inspector. Engineer's signature on the report shall indicate agreement with the information reflected therein (except when disagreements remain and each party has placed notes as to the disagreement on the form), not that Contractor is entitled to payment of the costs in the report.

g A subsequent report, also on Port of Los Angeles Construction Division Time and Material Form, shall be submitted by Contractor to Engineer within 5 Business Days after the date that Work was performed. In addition to the information included in the report required on the day that Work is performed, this subsequent report shall itemize all costs for labor, materials, and equipment rental and give a total of costs to date for Change Order Work. This report shall be accompanied by all receipts, delivery tickets, and other documentation that verifies the identified costs.

h Engineer shall compare Engineer's records with Contractor's reports, make the necessary adjustments, and compile the costs of Change Order Work. When such corrected reports are agreed upon and signed by both parties, they shall become the basis of payment. The total cost to City for Work covered by Change Order directive shall under no circumstances exceed a price that is reasonable, competitive and fair to City given the amount of and type of Work involved and the circumstances under which the change is performed. In the event that Contractor shall fail or refuse, for any reason, to maintain or make available for inspection, review, and/or reproduction of such records, adjustments to Contract price or Contract Time, if any, on account of any change to Work may be deemed waived for that day. Contractor's obligation to maintain back-up records hereunder is in addition to, and not in lieu of, other Contractor obligations under Contract Documents with respect to Changes in Work.

i Contractor is responsible for tracking costs and for notifying Engineer in writing when costs approach 50% and 75% of the estimated total change in Contract price set forth in Change Order. In addition, if Changed/Extra Work cannot be completed within the estimated total change in Contract price set forth in Change Order, Contractor shall notify Engineer in writing, and in a timely manner, that the limit requires an increase. City shall only reimburse eligible costs up to the estimated total change in Contract price set forth in Cost-Plus Change Order.

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

01000.34 Cont'd.

k 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 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 Project Site(s) and any Laydown Area(s), less cash or trade discounts.

35 AUTHORITY FOR ADJUSTMENTS

a An Authority for Adjustment (AFA) is a document that changes Work and adjusts Contract price. An AFA may be utilized in one of the following manners:

1 A written order implementing Changes in Work for which a total cost has been negotiated prior to the issuance of the order. It is issued by Engineer and expressly indicates the intention to treat the items described therein as Changes in Work. It shall also contain the terms and amount of adjustment to Contract price. In this case, AFA shall be issued and executed before any work is started on the items covered by the order.

2 To finalize (or close-out) one or more Change Orders, or Work initially authorized by Change Order.

3 To adjust the estimated quantities of unit price bid items, and contingency items to agree with the actual quantities required. No mark-up fees shall be allowed for these adjustments.

b Mark-up fees in an Authority for Adjustment for paragraphs a, 1 (negotiated AFAs) and a, 2 (finalized Change Orders) above shall be determined as follows:

1 When extra Work is performed by one or more subcontractors other than Contractor, total mark-up fees shall be 15 percent, broken down as follows: 10 percent for the one or more subcontractors performing Work, and 5 percent for Contractor and all upper tier subcontractors, as shown in Example 1 below.

01000.35 Cont'd.

Example 1:

Value of extra Work:	$100,000
Mark-up fees shall be broken down as follows:	
10 percent of value of extra Work for one or more Subcontractors performing Work	$ 10,000
5 percent of value of extra Work for Contractor and all upper tier subcontractors	$ 5,000
Total AFA amount	$115,000

2 When Work is performed by Contractor only, mark-up fees shall be 10 percent, as shown in Example 2 below.

Example 2:

Value of extra Work:	$100,000
Mark-up fees shall be 10 percent of value of extra Work performed by Contractor	$ 10,000
Total AFA amount	$110,000

3 When part of Work is performed by Contractor and part of Work is performed by one or more subcontractors, mark-up fees shall be as shown in Example 3 below.

Example 3:

Value of extra Work:	$100,000
Assume $40,000 performed by Contractor and $60,000 performed by one or more subcontractors.	
For $40,000 performed by Contractor, mark-up shall be 10 percent of value of extra Work performed by Contractor	$ 4,000
For $60,000 performed by one or more subcontractors, mark-up fees shall be as follows:	
10 percent of value of extra Work for one or more subcontractors performing Work	$ 6,000
5 percent of value of extra Work for Contractor and all upper tier subcontractors	$ 3,000
Total AFA amount	$113,000

4 No percentage shall be paid to Contractor for any material furnished by Department. Where the portion of a change involves credit items for Contract Work not being performed by Contractor or subcontractor on any tier, Contract Work not being performed shall be deducted prior to adding the mark-up fee.

01000.35 Cont'd.

5 Mark-up fees shall apply to labor premium time for Change Order Work, when labor premium time is approved by Engineer.

6 Contractor's mark-up fee percentage shall be considered to include all costs over and above the direct cost of the changed Work, including, but not limited to, the cost of preparing and furnishing all required reports and records sufficient to distinguish the direct cost of Change Order Work from the cost of other operations, overhead, profit, bond premium adjustment, insurance, field and office supervision, preparation of estimates, engineering, scheduling, use of small tools, incidental job burdens, general home office expenses, any impact costs, and other miscellaneous costs.

c Should any lump sum bid item be eliminated in its entirety, or otherwise reduced in scope of Work, payment shall be made to Contractor for Contractor's actual costs incurred in connection with the elimination or reduction in scope of Work. Allowances for overhead and profit shall be based on the actual cost incurred and shall be determined pursuant to Cost-Plus Change Order Work (Change Orders) Subsection. Contractor shall not be entitled to retain any overhead or profit mark up for the reduced quantity of Work eliminated by Engineer.

d If material conforming to Drawings and Specifications is ordered by Contractor for use in the bid item prior to the date of notification of elimination or scope reduction by Engineer, and if the order for the material cannot be canceled or returned without charge, payment shall be made to Contractor for the actual cost or charges for the material. In this case, if the material cannot be returned and payment has been made, the material shall become the property of Department. Department shall also pay Contractor reasonable and necessary charges for handling said material.

36 FORCE ACCOUNT WORK

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

37 REQUEST FOR ADDITIONAL COMPENSATION

a If Contractor alleges that instructions issued after the date of Contract shall result in increases in Contract price, Contractor shall give Engineer written notice thereof within seven Calendar Days after the receipt of such instructions, and in any event before proceeding with 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 (Change Orders) Subsection of this Section. No such notice or request for additional compensation resulting therefrom shall be considered unless Contractor complies with the requirements of this Subsection.

b If Contractor submits a request to Engineer, for additional compensation for any kind of extra Work, said request when filed shall include all necessary evidence to support it. Engineer shall have the right to audit 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 Contractor's plants, or such parts thereof as may be or have been engaged in the performance of Contract.

c 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 Engineer chooses, during Contractor's normal business hours at the office of Contractor. Contractor shall make available to Engineer for auditing all relevant accounting records and documents, and other financial data, and upon request, shall submit true copies of records requested to Engineer. Contractor shall keep all such books and records locally.

38 EMERGENCY WORK

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

01000.38 Cont'd.

b 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.

39 TEMPORARY SUSPENSION OF WORK

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

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

40 UNAUTHORIZED WORK

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

b Upon failure on the part of Contractor to comply with any order of Engineer made under the provisions of this Subsection, 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 Contractor.

41 CONTRACTOR TO ABIDE BY APPLICABLE LAWS

a At all times in its performance of Contract, Contractor, at Contractor's sole cost and expense, shall comply with all Applicable Laws pertaining to Work, Project Site(s) and any Laydown Area(s). Contractor is presumed to know both the existence and applicability of such Applicable Laws.

b 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. Contractor shall forfeit to City the penalties prescribed in the California Labor Code for violations.

01000.41 Cont'd.

c Contractor shall have at Project Site(s), copies, or suitable extracts of: Construction Safety Orders and General Industrial Safety Orders issued by the State Division of Industrial Safety. Contractor shall comply with provisions of these and all other applicable laws, ordinances, and regulations.

42 EXPLOSIVES

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

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

43 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". Contractor may offer any equipment, material, or process for which 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 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.

01000.43 Cont'd.

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 shall be accepted. Contractor shall certify that a substitute item shall 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 shall require a change in Contract Documents to adapt the design to the proposed substitute. Any redesign or Changes in Work resulting from acceptance of a substitute shall be at the sole cost and expense of Contractor. Contractor shall furnish such data concerning and perform such testing of the proposed substitute as may be required by Engineer to evaluate the substitute item and determine if it is substantially equal. Additional information requested by Engineer shall be furnished by Contractor within 10 Calendar Days of such request.

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

44 PATENT RIGHTS

a Contractor agrees to save, keep, hold harmless, and fully indemnify 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 City, or by any of its officers or agents, of articles supplied under Contract, and of which Contractor is not the patentee or assignee, or which 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 Work shall be considered as included in the cost of the various items of Work and no separate or extra payment shall be made therefor, regardless of whether notice of patent has or has not been included in any of the documents.

45 HOUSEKEEPING AND MAINTENANCE OF SURFACE AREAS OF PROJECT SITE(S) AND ANY LAYDOWN AREA(S)

a Throughout all phases of construction, including suspension of Work, and until final acceptance of Project, Contractor shall keep the surface of Project Site(s) and any Laydown Area(s) clean and free from rubbish and debris. 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 shall 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, 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.

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

e Prior to completion of Work, Contractor shall remove all plant, tools, equipment and materials, and shall thoroughly clean Project Site(s) and any Laydown Area(s) and leave it with a neat, clean appearance to the satisfaction of Engineer.

46 PROTECTION OF HARBOR WATERS

a Contractor shall keep materials away from drainage structures and the harbor. 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. If any of the above should be found floating near Project Site(s) and any Laydown Area(s) or submerged which might detrimentally affect navigation or water quality, it shall be immediately removed by Contractor.

47 PROJECT SITE(S) AND ANY LAYDOWN AREA(S) SECURITY

a Contractor shall keep Project Site(s) and any Laydown Area(s) secure at all times. Contractor shall provide the security fencing, either temporary or permanent to meet this requirement.

48 PUBLIC CONVENIENCE AND PROTECTION

a Contractor shall be responsible for protection of public and private property adjacent to Project Site(s) and any Laydown Area(s) 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 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 Contractor shall provide and maintain all necessary barriers, guards, lights, signs, temporary crossings, flag persons 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. Contractor shall also be responsible for compliance with additional public safety requirements which may arise during construction. Contractor shall furnish and install, and upon completion of Work, promptly remove all signs and warning devices.

e Contractor shall not interfere with navigation.

49 TEMPORARY UTILITIES

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

50 SANITATION

a Contractor shall provide and maintain enclosed toilets for the use of employees engaged in 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 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.

51 RAILROAD TRACKS

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

52 CONSTRUCTION SCHEDULE

a Unless otherwise specified, Contractor shall submit a proposed construction schedule to 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 Contract within the specified time and in accordance with 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 Work and late completion time. The schedule shall be revised and resubmitted for Engineer's review whenever Contractor desires to make changes in methods of operation, and whenever the schedule fails to reflect the actual progress.

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

53 EXTENSIONS OF TIME AND COMPENSABLE DELAYS

a Contractor's obligations for the performance and completion of Contract within Contract Time are of the essence of Contract. Contractor shall complete the performance of Contract within the time stipulated or within such time as may be extended by City pursuant to Changes in Work Subsection of this Section. Contractor shall be responsible for providing, maintaining, and paying all costs associated with administering and managing Contract including field and home office personnel, materials, equipment, tools, construction trailers, and any other items necessary until the end of Contract Time including any maintenance or plant establishment period.

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

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

1 Such cause is beyond 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 Contractor, including re-planning, scheduling, and rescheduling.

d Notwithstanding the provisions of Paragraph c.2 of this Subsection 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, Contractor shall not be entitled to compensation or additional payment due to such delays.

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

01000.53 Cont'd.

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 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 Work covered by Contract unless formally suspended or annulled in accordance with the terms of Contract.

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

h As between Contractor and City, Contractor assumes the risk of any and all costs, expenses and liabilities which Contractor may incur in connection with all suspensions of, or delays in, performance of Contract, regardless of the length thereof, arising from all causes whatsoever including impacts by third parties, except that Contractor may be compensated for delays caused solely by the failure of City to furnish necessary rights of way, failure to provide materials shown in Contract Documents to be furnished by City, for its own convenience or benefit. If 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 Contractor such amount as Engineer finds to be fair and reasonable compensation for such part of 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 Contractor shall not be entitled to compensation or additional payment due to such delays.

i If Contractor desires an extension of time or compensation for a qualifying delay, Contractor shall, within 30 Calendar Days after the beginning of the delay, file with 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 Contractor to file these items within the times specified shall be considered grounds for refusal by City to consider such request.

54 LIQUIDATED DAMAGES

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

b In the computation of liquidated damages for delay in completion of Work, the time taken by City or allowed a new contractor to whom award may be made for the completion of 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 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 Work under Contract.

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

55 PARTIAL ACCEPTANCE AND USE

a At any time prior to final acceptance, City reserves the right to take over and utilize all, or any portion of, the permanent construction which has been completed, if Engineer determines that such portion of the permanent construction is not required for the operations of Contractor or the use thereof is urgently needed by City. Engineer shall notify Contractor in writing identifying the specific portion or portions of the completed Work to be so utilized or otherwise placed into service. At Engineer's discretion, City may start the guarantee period on the portion of Work being utilized from the date of such acceptance.

01000.55 Cont'd.

b Such action by City shall relieve 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 Contractor's operation or negligence. Contractor shall not be required to re-clean such portions of the improvement before final acceptance, except for cleanup made necessary by Contractor's operations.

c At Executive Director's discretion, City may, prior to final acceptance of Contract, upon issuance of substantial completion of Project, release a portion of the retention monies being held.

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

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

56 PARTIAL PAYMENTS

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

01000.56 Cont'd.

b Contractor shall, within two weeks after issuance of Notice to Proceed, submit to Engineer a list of rates, without markup set forth in Authority for Adjustments Subsection Paragraph b of this Section, of pay for all labor classifications [for Contractor and subcontractors (listed and not listed) at every tier] as well as hourly equipment costs (rental rates or otherwise). The list of labor rates and equipment costs submitted shall be checked by Engineer, and, if in Engineer's opinion such rates and costs appear to be reasonable, they (along with Engineer's estimate of material costs, or latest verifiable information on material costs) shall be approved and used for reference when evaluating requests for monthly partial pay for Cost-Plus Change Order Work. It is the responsibility of Contractor to request any consideration for rates that represent an increase from those presented, and agreed upon prior to the first payment. This list shall not replace Contractor's obligation to provide backup records for Cost-Plus Work nor allow Contractor to receive compensation for Cost-Plus Work greater than Contractor's actual cost plus markup under Authority for Adjustments Subsection of this Section.

c On or about the first of each calendar month, Engineer shall make an estimate in writing of all permanent Work accomplished and 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 Bid Proposal Line Items or upon the prices agreed in the breakdown of a lump sum or sums stated in the Bid Proposal Line Items. When provided for in Specifications, and subject to the limitations and conditions of Acceptance and Final Payment Subsection of this Section, the cost of materials and equipment delivered but not yet incorporated in Work shall be included in the progress estimate. Contractor shall submit receipts from suppliers identifying the materials and equipment as paid for prior to the item being included in the progress estimate. The progress estimate shall be submitted to Engineer as a payment request. Upon receipt of a properly presented payment request, Engineer shall process the payment in conformance with California Public Contract Code Section 20104.50 for on time and prompt payment to Contractor. The following is a summary of California Public Contract Code Section 20104.50. For the full text, refer to California Public Contract Code Section 20104.50.

1 If City fails to make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from Contractor for this Contract, City shall pay interest to Contractor equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure.

2 Upon receipt of a payment request, City shall act in conformance with both of the following:

01000.56 Cont'd.

a) Each payment request shall be reviewed by City as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.

b) Any payment request determined not to be a proper payment request suitable for payment shall be returned to Contractor as soon as practicable, but not later than 7 days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

3 The number of days available to City to make a payment without incurring interest pursuant to this section shall be reduced by the number of days by which City exceeds the 7-day return requirement set forth in Subparagraph 2 of Paragraph c of this Article.

4 A progress payment includes all payments due to Contractor, except that portion of the final payment designated by Contract as retention earnings.

5 A payment request shall be considered properly executed if funds are available for payment of the payment request, and payment is not delayed due to an audit inquiry by the financial officer of City.

d From each progress estimate, 5 percent of the amount attributable to Work, including Changes in Work and/or Authorities for Adjustment issued after the original Contract Award, shall be deducted and retained by City, and the remainder less the amount of all previous payments shall be paid to Contractor.

e Contractor shall have the right to substitute approved securities equivalent to the amount retained or request that 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 Contractor.

1 If Contractor requests to substitute securities equivalent to the amount retained, City shall 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 Contractor. Contractor shall be the beneficial owner of any securities deposited subject to Paragraph (f) of this Subsection.

01000.56 Cont'd.

2 If Contractor requests 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 Contractor. Contractor shall be the beneficial owner of said account subject to Paragraph (f) of this Subsection.

f Thirty-five Calendar Days following acceptance of Work by Executive Director and upon receipt of written notification of such fact from City, escrow agent shall release to 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 Contract to be further retained.

g 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 Contractor and City.

h The escrow agent shall be authorized by Contractor to convert deposited securities or interest bearing accounts to cash in the event of default by Contractor and distribute the cash as instructed by City.

i Unless otherwise provided, no payment shall be made for materials delivered to Project Site(s) and any Laydown Area(s) but not incorporated in Work.

j Payment shall not be made for materials wasted or disposed of in a manner not called for under 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 shall not be included in the pay quantities. No compensation shall be allowed for disposing of rejected or excess material.

k No estimate or payment shall be required to be made when, in the judgment of Engineer, Work has not proceeded in accordance with the provisions of 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.

57 ACCEPTANCE AND FINAL PAYMENT

a When Work has been satisfactorily completed, Engineer shall determine the quantity of Work performed and prepare the final estimate of the value including all Changes in Work subject to Changes in Work Subsection Paragraphs a through d of this Section, for acceptance by Executive Director (or Board, if necessary).

b The quantities listed in Bid Proposal Line Items do not govern final payment. Payments to Contractor shall be made only for the actual quantities of Contract items constructed in accordance with 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 Work by Executive Director, the amount deducted from the estimates and retained by City shall be certified by Engineer as due and in the normal course of City business shall be paid to Contractor except such amounts as are required by law or as are authorized by Contract to be further retained.

d If a notice to stop payment is filed with City due to Contractor's failure to pay for labor or materials used in Work, money due for such labor or materials, plus 25 percent prescribed by law, shall be withheld from payment to Contractor. In accordance with Section 9364 of the California Civil Code, Executive Director may accept a bond by a corporate surety in lieu of withholding payment.

e It is mutually agreed between the parties to Contract that no certificate given or payment made under Contract, except the final certificate or final payment, shall be conclusive evidence of the performance of Contract, either wholly or in part, against any claim of City, and no payments shall be construed to be an acceptance of any defective Work or improper materials.

f When Contractor has exceeded Contract Time and has not yet received an extension of time to complete Contract so that liquidated damages may be assessed, Engineer may withhold an additional amount of money to cover the amount of liquidated damages that shall accrue based on Contractor's estimated Contract completion time as confirmed by Engineer.

58 AFFIDAVIT OF COMPLETION

a Contractor shall, upon completion of Work, including final clean up and demobilization, submit to Engineer (using Forms 298-E, 297-E, or 308-E in Section 00078) a sworn affidavit to the effect that: "to the best of Contractor's knowledge and belief, Work specified in said Specifications and said Contract has been completed in strict accordance with Drawings and Specifications therefor, that no lawful debts for labor or materials are outstanding, and that no federal excise tax has been included in Contract price; that all requests for funds for undisputed Work under Contract, including Changes in Work, and under all billings of whatsoever nature are accurate, complete and final and that no additional compensation over and above the final payment shall be requested or is due under Contract or under any adjustment issued thereunder for said undisputed Work; and that upon receipt of final payment, Contractor and subcontractors acknowledge that City, Board, Executive Director, Engineer, and any and all employees of City and their authorized representatives shall thereby be released from any and all claims or liability for additional sums on account of undisputed Work performed under Contract". Disputed Contract claims in stated amounts may be excluded by Contractor from the operation of the release.

59 GUARANTEE

a Unless provided elsewhere in Specifications, Contractor guarantees all equipment, materials, and work furnished on Project against defective workmanship, material, construction and labor for a period of one year from the date of acceptance of Project by Executive Director (following completion of Project). If the supplier or manufacturer of material or equipment provides a warranty or guarantee, 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 Project by Executive Director. Contractor shall supply Department with all warranty and guarantee documents relevant to equipment and materials incorporated in Project 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 Contract by Contractor for Project is liable on its bond for all obligations of Contractor including guarantee provisions.

01000.59 Cont'd.

c Contractor further agrees, that within ten Calendar Days after being notified in writing by Engineer of any Work not in accordance with requirements of Contract or any defects in Work, Contractor shall commence and prosecute with due diligence all Work necessary to fulfill the terms of this guarantee, and to complete Work within a reasonable period of time, and in the event Contractor fails to so comply, Contractor does hereby authorize City to proceed to have such Work done at Contractor's sole cost and expense and Contractor shall pay the cost thereof upon demand. City shall be entitled to all costs, including reasonable attorney's fees, necessarily incurred upon 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 City's employees, property or licenses, City may undertake at Contractor's sole cost and expense, without prior notice, all Work necessary to correct such hazardous condition when it was caused by Work of Contractor not being in accordance with the requirements of Contract.

60 NO PERSONAL LIABILITY

a No member of Board or Executive Director, Engineer, any other officer, agent, or authorized employee of City, shall be personally responsible for any liability arising under Contract.

61 NO ESTOPPEL

a City shall not, nor shall any department or officer thereof, be precluded or estopped by any return or certificate made or given by Engineer or other officer, agent, or employee of City under any provisions of Contract from at any time (either before or after the final completion and acceptance of Work and payment therefor) pursuant to any such return or certificate showing the true and correct amount and character of Work done, and materials furnished by Contractor or any person under 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 Work and materials, or any part thereof, do not in fact conform to Specifications; and City shall not be precluded or estopped, notwithstanding any such return or certificate and payment in accordance therewith, from demanding and recovering from Contractor such damages as it may sustain by reason of Contractor's failure to comply with Specifications.

62 POTENTIALLY SIGNIFICANT CULTURAL MATERIAL

a If potentially significant cultural material is discovered while excavating, Contractor shall immediately cease excavation in the area of discovery and shall not resume excavation in the area until ordered to do so by Engineer. When Contractor is ordered to resume excavation operations, such operations shall be conducted as directed by Engineer.

b "Potentially significant cultural material" as used in this Subsection means artifactual material 50 years old or older.

c Any delays to Project as a whole, caused by compliance with this Subsection shall entitle Contractor to an extension of time equivalent to the period of that delay.

63 STATE TIDELANDS GRANT

a Contract is entered into in furtherance of and as a benefit to the State Tidelands Grant and the trust created thereby. Therefore, 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 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 City of Los Angeles relating to such lands. Contractor agrees that any interpretation of Contract and the terms contained herein must be consistent with such limitations, conditions, restrictions, and reservations.

64 RESPONSIBILITY FOR SUBCONTRACTORS

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

65 CONTRACTOR'S LIABILITY FOR HAZARDOUS WASTES OR HAZARDOUS SUBSTANCES

a As to Environmentally Regulated Materials whose existence on Project Site(s) and any Laydown Area(s) commenced prior to the effective date of Contract, City shall not seek to hold Contractor liable as an owner, operator, generator, or discharger of such Environmentally Regulated Material.

b Provided that it has complied with all provisions of Contract, including but not limited to Protection of Harbor Waters Subsection of this Section, after final completion and acceptance of Work in strict accordance with Contract Documents, subject to its continuing obligations under Contract Documents (including, without limitation, its obligations under any representations, warranties, and guaranties with respect to Work performed and under Protection of Harbor Waters Subsection of this Section), 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 Project Site(s) and any Laydown Area(s) that City may be ordered, directed, or required to perform by any governmental authority after the date of final completion and acceptance of Work.

c Nothing in this Subsection shall limit or restrict the liability or responsibility of Contractor (or any of its subcontractors, consultants, employees, or agents) in the event of any failure to perform or comply with the terms of Contract, any negligence in the performance of Work, or any willful misconduct in connection with the performance of Work, nor shall this Subsection in any way limit or restrict Contractor's responsibilities under Contract and applicable law in connection with the handling, transporting, storing, or disposing of hazardous waste or hazardous substances and/or the arranging therefor.

66 TIME AND MATERIALS FORM

PORT OF LOS ANGELES
CONSTRUCTION DIVISION

CO No.: _____ Page _____ of _____

TIME AND MATERIAL FORM

Contractor: _____
Address: _____
License No.: _____ Phone: _____

Project Title: _____
Spec No: _____ Plan Ref: _____ RFI No.: _____
Contract No.: _____ Spec Ref: _____

Work Performed (Contractor Name): _____

Description of Work: _____

Date Performed: _____ Date of Report: _____

LABOR

Name	Classification	Hours (Reg)	Hours (OT)	Unit Rate	Amount

Labor Subtotal: _____

EQUIPMENT

Make and Model	Hours	Unit Rate	Amount

Equipment Subtotal: _____

MATERIAL

Description	Hours	Unit Rate	Amount

Material Subtotal: _____

Total Amount (Labor/Equipment/Material): _____

Signature acknowledges verification of labor and equipment quantities only. Costs and contract allowability are subject to audit verification in accordance with contract terms. Any costs determined not to be allowable for payment shall be deducted from the time sheet prior to final resolution of the change order.

PRIME CONTRACTOR (PRINT NAME)	SUBCONTRACTOR REPRESENTATIVE (PRINT NAME)	PORT OF LOS ANGELES INSPECTOR (PRINT NAME)
PRIME CONTRACTOR SIGNATURE	SUBCONTRACTOR REPRESENTATIVE SIGNATURE	PORT OF LOS ANGELES INSPECTOR SIGNATURE

67 DAILY FIELD REPORT

Contractor Daily Field Report

Page _____ of _____

PROJECT TITLE: _____ **SPEC NO.:** _____

CONTRACTOR/SUBCONTRACTOR: _____ **WORK DATE:** _____

TYPE [1]	EMPLOYEE NAME	CLASSIFICATION	EQUIP #[2]	START TIME	END TIME	TOTAL

#	QTY	EQUIPMENT DESCRIPTION	HRS	#	QTY	EQUIPMENT DESCRIPTION	HRS
2				12			
3				13			
4				14			
5				15			
6				16			
7				17			
8				18			
9				19			
10				20			

Contractor's Authorized Representative:

_____
PRINT NAME AND TITLE HERE

_____ _____
SIGNATURE DATE

Los Angeles Harbor Department - Construction Division
To be completed by the Project Inspector Only

INSPECTOR: _____ _____
PRINT NAME HERE SIGNATURE

_____
DATE RECEIVED

NOTE 1: TYPE: P- Prime; SC - Subcontractor; S-Supplier; V - Vendor

NOTE 2: EQUIP # - Required if labor classification is Operating Engineer or Teamster

68 LAYDOWN AREA(S)

a Contractor use and occupancy of Laydown Area(s) shall be revocable during the duration of Contract. Contractor shall not be provided any Laydown Area(s) for duration of Contract. Contractor shall not be required to provide payment or compensation for use and occupancy of any Laydown Area(s). Laydown Area(s) shall only be used during working hours as defined by Subsection 08 of this Section and shall not be used for overnight storage.

b Contractor acknowledges and agrees that Laydown Area(s) is suitable for the use intended and accepts use and occupancy of Laydown Area(s) subject to each and every term and condition of the Port of Los Angeles Tariff No. 4 (Tariff) https://www.portoflosangeles.org/business/tariff, as applicable to Laydown Area(s), as if fully set forth herein. Contractor shall not alter or construct on Laydown Area(s) without first obtaining a Harbor Engineer Permit except for those alterations set forth in this Contract, and complying with Applicable Laws. Contractor shall not cause or permit any Environmentally Regulated Material to be generated, brought onto, handled, used, stored, transported from, received, or disposed of (hereinafter sometimes collectively referred to as “handle” or "handled") in or about Laydown Area(s) except for limited quantities of standard office and janitorial supplies containing chemicals categorized as Environmentally Regulated Material and except as permitted, required, or necessary in conformance with Contract Documents, if any. Contractor shall handle all such Environmentally Regulated Material in strict compliance with Applicable Laws in effect during Contractor’s occupancy.

c Contractor is aware that City’s Department of Water and Power, other utility, or other maintenance or service from or on behalf of City, may need to service or repair certain facilities on Laydown Area(s). If such repair is necessary, Contractor agrees to relocate all of its equipment and other personal property to provide such personnel adequate access. Contractor agrees to complete such relocation within 24 hours of receiving notice from City except in case of emergency. Contractor shall be entitled to an equitable adjustment in Contract Time and/or price for delays as a result of the need to relocate equipment to provide access for any repairs that are beyond the control and without the fault of Contractor and is for City's own convenience or benefit.

01000.68 Cont'd.

d Contractor shall remediate or cause the remediation of any Contamination that occurs in, on, under, or about Laydown Area(s), whether caused by Contractor or any third-party acting for or on behalf of Contractor during Contractor's occupancy, including Contamination of improvements, adjacent harbor waters, soil, sediment, groundwater, or air, or of adjacent Laydown Area(s) (including soil, sediment, groundwater, or air) and including Contamination that is considered a nuisance under Applicable Laws. Remediation shall be to the reasonable satisfaction of City, and the requirements of the applicable governmental agencies including the Regional Water Quality Control Board, by removing or effecting the removal of all Contamination including but not limited to contaminated soil, water, groundwater, sediment, or other material it may place or cause to be placed on site such that no encumbrances, such as deed or land use restrictions, be imposed on Laydown Area(s) as a result of such Contamination. In fulfilling the obligations of this Article, Contractor shall also comply with any other conditions reasonably imposed by City. If Contractor knows or has reasonable cause to believe that Contamination has occurred in, on, under, or about Laydown Area(s), Contractor shall immediately give written notice to City. Contractor shall not be responsible for any Contamination existing on, below, or about Laydown Area(s) prior to the NTP, including contamination as depicted in the baseline report.

01000.68 Cont'd.

e Contractor bears responsibility for full compliance with any and all Applicable Laws regarding the use, storage, handling, distribution, processing, and/or disposal of Environmentally Regulated Material including Contamination, regardless of whether under Applicable Laws the obligation for such compliance or responsibility is placed on the owner of Laydown Area(s), on the owner of any improvements on Laydown Area(s), on the user of Laydown Area(s), or on the user of any improvements on Laydown Area(s). Contractor shall only be responsible for Contamination caused by Contractor, or any third party acting for or on behalf of Contractor and shall not be responsible for any preexisting Contamination on Laydown Area(s) prior to Contractor's first occupancy thereof. Contractor agrees that any claims, damages, fines, or other penalties asserted against or levied on City and/or Contractor as a result of noncompliance with any Applicable Laws by Contractor under this Contract shall be the sole responsibility of Contractor and that Contractor shall indemnify and hold City harmless from any and all such claims, damages, fines, penalties, and/or judgments, as well as any costs expended to defend against such claims, damages, fines, and penalties and/or judgments, including attorneys' and experts' fees. City, at its sole option, may, after providing Contractor with a reasonable opportunity to defend such claims, damages, fines, penalties, and/or judgments pay the claims, damages, fines, penalties, and/or judgments resulting from Contractor's noncompliance with any of the aforementioned authorities, and Contractor shall indemnify and reimburse City for any such payments.

f In discharging Contractor's obligations under this Subsection only, if Contractor disposes of any Contamination, within 30 days of Contractor's receipt of original documents, Contractor shall provide City copies of all records, including a copy of each uniform hazardous waste manifest indicating the quantity and type of material being disposed of, the method of transportation of the material to the disposal site, and the location of the disposal site. Neither City, Port of Los Angeles, nor Los Angeles Harbor Department shall appear on any manifest document as a generator of such material. Contractor shall not be responsible for preexisting contamination. Contractor shall only be responsible for contamination caused by Contractor, or any third-party acting for or on behalf of Contractor, and shall not be responsible for any preexisting contamination on Laydown Area(s) prior to Contractor's first use and occupancy thereof.

01000.68 Cont'd.

g In discharging Contractor's obligations under this Subsection, Contractor shall perform any tests using a State of California Department of Health Services certified testing laboratory or other similar laboratory upon City's written approval. By signing this Contract, Contractor hereby irrevocably directs any such laboratory to provide City, upon written request from City, copies of all of its reports, tests results, and data gathered. As used in this Subsection, "Contractor" includes agents, employees, contractors, subcontractors, and/or invitees of Contractor.

h Contractor shall implement City's Harbor Department's policies, known as Best Management Practices, in order to reduce the potential for pollutants to enter Harbor waters, as follows:

1 Facility Operations: Clean and maintain facility regularly. Use dry cleaning methods whenever possible; avoid washing areas down. Do not allow sweepings or sediment to enter the storm drain or the Harbor. Collect wash water for disposal or direct to a clarifier. Do not encourage scavengers. Do not feed birds, feral cats, sea lions, or other scavengers. Recycle whenever possible.

2 Maintenance Operations: Use drip pans to prevent any drips or leaks from contacting the ground during maintenance and fueling operations. Clean spills or drips immediately using dry methods. Use spill cleanup kits to confine or contain spills. Do not hose down equipment or allow process water to enter the storm drain or the Harbor. Place tarps beneath maintenance and repair operations to prevent materials such as paint chips and metals from contacting the ground.

3 Material and Waste Handling and Storage: Train employees responsible for waste management on handling and disposal procedures. Store all hazardous and universal waste in accordance with all federal, state, and local regulations. Store all materials and waste inside and in secondary containment. If stored outside, store only in designated, covered, and contained areas. Store waste in covered, leak proof, labeled containers. Keep lids closed on all outdoor containers including dumpsters. Store all oily products (e.g. engines), batteries, tires, and metal off the ground and under cover when stored outdoors.

4 Except as may be otherwise provided in this Contract, Contractor's obligations in this Article shall survive the Termination Date of this Contract.

01000.68 Cont'd.

i Upon completion of Work, subject to Protection of Harbor Waters Subsection of Specifications, Contractor shall quit and surrender occupancy and use of Laydown Area(s) to City and shall, without cost to City, remove any and all its property and restore Laydown Area(s) to the same or as good condition as the same were in at the time of the first occupancy thereof, allowing for normal wear and tear, by Contractor. Contractor may incur additional charges and/or withholding of payment if Contractor fails to fully restore Laydown Area(s) to the reasonable satisfaction of Executive Director prior to completion of Work.

j Restoration of Laydown Area(s) must be completed at the time Contractor submits to Engineer the Affidavit of Completion (Affidavit of Completion Subsection of this Section and Forms 298-E, 297-E, or 208-E in AFFIDAVITS OF COMPLETION Section of Specifications).

END OF SECTION

I. The following language is being added as Subsection 01000.69 of GENERAL CONDITIONS Section pursuant to California Public Contract Code Section 9204.

69 CALIFORNIA PUBLIC CONTRACT CODE SECTION 9204

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2027, deletes or extends that date.

END OF SECTION

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Scope of Work: Contractor shall perform Work necessary to complete the Contract in satisfactory manner. Furnish transportation, labor, materials, equipment, mobilization, demobilization, and incidentals necessary to perform Work for Drawing Nos. 1-3504, 1-3505, 1-3506, 1-3507, 1-3508, 1-3509 and 1-3510 including but not limited to the following:

1. Secure necessary and permits, perform coordination Work, regulatory requirements, and site environmental requirements for Project.

2. Demolition and removal Work.

3. Installation of backflow preventers and smart meters with appropriate fittings and assembly.

4. Installation of electric gateway collectors with appropriate fittings and assembly.

5. Site cleaning and removal of debris, equipment, and excess material from the sites upon completion of Work.

6. Other Work as shown on Drawings.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

PART 1 - GENERAL

1.1 LOCATION OF PROJECT

A. Project is located in the San Pedro, Terminal Island, and Wilmington Districts in the Port of Los Angeles.

1.2 ACCESS TO PROJECT

A. Drawing No. 1-3504, directions to China Shipping:

1. From the north, take the Harbor Freeway (I-110) south and take exit 1A for CA-47 toward Vincent Thomas Bridge/Terminal Island/Long Beach. Continue onto CA-47 North/Seaside Freeway. Take exit 1C for Harbor Boulevard. Turn Left onto Front Street/Harbor Boulevard. Turn right onto Knoll Drive.

2. From the south, take the San Diego Freeway (I-405) north and take exit 32B onto I-710 South. Continue straight to stay on I-710 South. Take exit 1C for Harbor Boulevard toward Catalina Island/Ports O Call Village/San Pedro. Turn left onto North Front Street/Harbor Boulevard. Turn right onto Knoll Drive.

B. Drawing No. 1-3505, directions to Everglade:

1. From the north, take the Harbor Freeway (I-110) south and take exit toward Channel Street./Pacific Avenue. Turn right onto North Gaffey Street. Turn right onto Channel Street. Turn left onto North Pacific Avenue. Continue onto John S Gibson Boulevard. Turn right toward Wilmington San Pedro Road. Turn left onto Wilmington San Pedro Road.

2. From the south, take the San Diego Freeway (I-405) north and take exit 32B onto I-710 South. Continue straight to stay on I-710 South. Use right lane to take the I-110/Harbor Freeway ramp to Los Angeles. Take exit 1B for John S Gibson Boulevard toward Channel Street. Continue straight and turn left onto Wilmington San Pedro Road.

C. Drawing No. 1-3506, directions to Cruise Terminal:

1. From the north, take the Harbor Freeway (I-110) south and take exit 1A for CA-47 toward Vincent Thomas Bridge/Terminal Island/Long Beach. Continue onto CA-47 North/Seaside Freeway. Take exit 1C for Harbor Boulevard. Continue straight onto Swinford Street.

2. From the south, take the San Diego Freeway (I-405) north and take exit 32B onto I-710 South. Continue straight to stay on I-710 South. Take exit 1C for Harbor Boulevard toward Catalina Island/Ports O Call Village/San Pedro. Continue straight onto Swinford Street.

D. Drawing No. 1-3506, directions to Warehouse One:

1. From the north, take the Harbor Freeway (I-110) south and take exit 1A for CA-47 toward Vincent Thomas Bridge/Terminal Island/Long Beach. Continue onto CA-47 North/Seaside Freeway. Take exit 1C for Harbor Boulevard. Turn right onto North Harbor Boulevard. Continue straight onto Signal Street.

2. From the south, take the San Diego Freeway (I-405) north and take exit 32B onto I-710 South. Continue straight to stay on I-710 South. Take exit 1C for Harbor Boulevard toward Catalina Island/Ports O Call Village/San Pedro. Turn right onto North Harbor Boulevard. Continue straight onto Signal Street.

E. Drawing No. 1-3506, directions to Maritime Law Enforcement Training Center (MLETC):

1. From the north, take the Harbor Freeway (I-110) south and take exit 3A for Harry Bridges Boulevard. Continue onto West Harry Bridges Boulevard. Turn right onto North Avalon Boulevard. Turn left onto East Water Street. Continue onto Nissan Way. Turn left onto Nissan Way/Yacht Street. Turn right.

2. From the south, take the San Diego Freeway (I-405) north and take exit 33A for Alameda Street. Turn left onto CA-47 South/Alameda Street. Slight right onto Alameda Street. Continue onto East Harry Bridges Boulevard. Turn left onto Broad Avenue. Turn left onto South Avalon Boulevard. Turn left onto East Water Street. Continue onto Nissan Way. Turn left onto Nissan Way/Yacht Street. Turn right.

F. Drawing No. 1-3507, directions to Trapac:

1. From the north, take the Harbor Freeway (I-110) south and take exit 3A for Harry Bridges Boulevard. Continue onto West Harry Bridges Boulevard. Turn right onto Bay View Drive.

2. From the south, take the San Diego Freeway (I-405) north and take exit 33A for Alameda Street. Turn left onto CA-47 South/Alameda Street. Turn right onto Alameda Street. Continue onto East Harry Bridges Boulevard. Turn left onto Bay View Drive.

G. Drawing No. 1-3508, directions to Fenix Marine:

1. From the north, take the Harbor Freeway (I-110) south and take exit 1A for CA-47 toward Vincent Thomas Bridge/Terminal Island/Long Beach. Continue onto CA-47 North/Seaside Freeway. Turn right onto Navy Way. Turn right onto Terminal Way.

2. From the south, take the San Diego Freeway (I-405) north and take exit 32B onto I-710 South. Continue straight to stay on I-710 South. Take the exit toward Berths 301-305/Berths 401-406. Keep right at the fork, follow signs for Terminal Way and merge onto Terminal Way.

H. Drawing No. 1-3509, directions to APM:

1. From the north, take the Harbor Freeway (I-110) south and take exit 1A for CA-47 toward Vincent Thomas Bridge/Terminal Island/Long Beach. Continue onto CA-47 North/Seaside Freeway. Turn right onto Navy Way.

2. From the south, take the San Diego Freeway (I-405) north and take exit 32B onto I-710 S. Continue straight to stay on I-710 S. Take the exit toward Berths 301-305/Berths 401-406. Keep right at the fork, follow signs for Navy Way and merge onto Navy Way.

I. Drawing No. 1-3510, directions to Pasha:

1. From the north, take the Harbor Freeway (I-110) south and take exit 3A for Harry Bridges Boulevard. Continue onto West Harry Bridges Boulevard. Turn right onto North Fries Avenue. Turn left onto South Anacapa Street.

2. From the south, take the San Diego Freeway (I-405) north and take exit 33A for Alameda Street. Turn left onto CA-47 South/Alameda Street. Turn right onto Alameda Street. Continue onto East Harry Bridges Boulevard. Turn left onto North Fries Avenue. Turn left onto South Anacapa Street.

J. Access to and from Project Site(s) and any Laydown Area(s) by Contractor's personnel and equipment shall be coordinated with representatives of each respective terminal. (Refer to COORDINATION Section).

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Requirements concerning the following:

1. Existing surface conditions

2. Restrictions upon Contractor's use of Project Site(s) and any Laydown Area(s)

3. On-site traffic control

B. Contractor shall review information provided and resource materials referred to in this Section, concerning geotechnical reports, existing surface and subsurface improvements and systems at Project Site(s) and any Laydown Area(s), and temporary utility points of connection.

C. Contractor shall visit Project Site(s) and any Laydown Area(s) and determine the conditions which may affect Work. Refer to LOCATION AND ACCESS Section for Project Site(s) and any Laydown Area(s) access.

1.2 EXISTING SURFACE CONDITIONS

A. Project Sites contain various existing improvements and structures including asphalt concrete and concrete pavements, light poles, chain link fencing and gates, railroad tracks, electric transformers, fire hydrants, guard posts, and other improvements.

B. Streets around Project Site(s) and any Laydown Area(s) are usually heavily traveled.

1.3 CONTRACTOR'S USE OF SITE

A. Contractor’s storage site shall be located within Project Sites and any Laydown Area(s). Security of Project Site(s) and any Laydown Area(s) shall be the responsibility of Contractor.

B. Upon completion of Work, remove temporary facilities and utility installations, equipment, tools, excess materials, and debris from Project Sites and any Laydown Area(s) and leave Project Sites and any Laydown Area(s) in clean condition. Clean grease and oil spills and concrete waste in conformance with REGULATORY REQUIREMENTS Section.

1.4 ON-SITE TRAFFIC CONTROL

A. Prior to start of Work for each Drawing obtain approval from Engineer and terminal operator for Contractor’s equipment and vehicle traffic routes within terminal limits.

B. Provide temporary traffic controls such as flag persons, signs, and barricades necessary to control traffic on Department property during the phases of construction, including traffic movements of adjacent contractor’s activities through Project Site(s) and any Laydown Area(s), in conformance with the California Manual of Uniform Traffic Control Devices (California MUTCD).

C. Regulate speed on Project Site(s) and any Laydown Area(s) to avoid generating dust or spillage.

D. Traffic speeds on unpaved roads shall be reduced to 15 miles per hour (mph) or less.

E. Schedule construction activities that affect traffic flow on the arterial system to off-peak hours to the extent practicable.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Notification and coordination requirements:

1. Coordination with tenant

2. Coordination with railroad

B. Project meetings

1.2 PRICE AND PAYMENT PROCEDURES

A. Measurement and Payment:

1. For railroad flag persons, payment for Work of this Section shall be paid under the corresponding bid item of Bid Proposal Line Items.

1.3 NOTIFICATION AND COORDINATION REQUIREMENTS

A. Coordinate Work with other contractors, tenants, and City workers who may be working in or are adjacent to Project Site and any Laydown Area(s).

B. Coordinate Work with Department tenants having utilities or pipelines on Project Site(s) and any Laydown Area(s) or occupying facilities adjacent to Project Site and any Laydown Area(s).

C. Coordinate installation and location of temporary utilities with Engineer and tenants.

D. Contractor shall furnish the tenants with a construction schedule for Work within the tenant's areas.

E. Instructions or orders received by Contractor from regulatory agencies, tenants, utility, or pipeline owners that are in conflict with this Section shall be brought to the immediate attention of Engineer.

F. Coordinate construction activities with adjacent contractors and Department Construction and Maintenance (C&M) crews through Engineer as shown on Drawings and described in this Section.

G. For electrical power shut down, contact Department's C&M Division by contacting Engineer 2 working days before shut-down is needed.

H. Other contractors, C&M crews, or tenants shall be working at irregular time intervals within Project Site(s) and any Laydown Area(s) limits concurrent with Contractor's Work.

1. There shall be no additional charge resulting solely from the presence of other entities authorized by Engineer to work within Project Site(s) and any Laydown Area(s) limits.

I. Representatives of the following agencies, tenants, and companies shall be notified in writing, as applicable, 10 working days before Work is started in areas affecting them, unless Engineer directs otherwise:

Company or Agency	Contact	Telephone
South Coast Air Quality Management District (SCAQMD) Toxics Section		(909) 396-2327 fax (909) 396-3342
City of Los Angeles Fire Department	Battalion Chief	(310) 548-7516
Terminal operator: China Shipping	Mario de la Pena	+41(76) 207-6164
Terminal operator: Everglades	Roberto Lo Grande	(310) 732-2416
Terminal operator: Cruise Terminal	Octavio Sanchez	(310) 831-2097
Terminal operator: Trapac	Alex Galiu	(310) 347-5303
Terminal operator: Fenix Marine Services	Kelly Kontogiorgi	(310) 548-8803
Terminal operator: APM	Trevor Bond	(310) 221-4268
Terminal operator: Pasha	Dan Rowlands	(657) 337-6433
Electrical Service - Department Construction and Maintenance Division		through Engineer
Water Service - Department Construction and Maintenance Division		through Engineer

Gas Service - Department Construction and Maintenance Division		through Engineer
11th US Coast Guard District Waterways Management	Waterways Aids to Navigation (W.A.N.) and Notice to Mariners	(310) 521-3860
U.S. Coast Guard Sector Los Angeles - Long Beach	Captain of Port of Los Angeles Captain Ryan Manning	(310) 521-3606
Pacific Harbor Lines (PHL)	Monte Stokes	(310) 984-5780

J. Department Emergency Contacts:

Company or Agency	Contact	Telephone
Port Police	Watch Commander Emergencies	(310) 732-3491 (310) 732-3500
Port Pilots	Chief Pilot Dispatch (24 hours)	(310) 732-3808 (310) 732-3805

K. Emergency spill contacts-in the event of a spill in harbor waters:

Company or Agency	Contact	Telephone
U.S. Coast Guard National Responce Center		(800) 424-8802
U.S. Coast Guard Command Duty Office		(310) 521-3805
Office of Emergency Service		(800) 852-7550 or (916) 845-8911
Department of Fish and Wildlife		(916) 445-0045

Los Angeles County Fire Department Hazardous Materials Unit		(323) 890-4317

L. Excavating and Digging:

1. Contractor shall provide 2 working days notice prior to excavation work.

Company or Agency	Contact	Telephone
Underground Service Alert (USA)		(800) 422-4133 or 811

1.4 PROJECT MEETINGS

A. Preconstruction Meeting: Attend preconstruction meeting scheduled by Engineer. Meeting activities:

1. Contractor shall introduce Project team and present a preliminary schedule, activity coding plan, and work force requirements.

2. Engineer shall review administrative procedures with Contractor.

3. A representative of City of Los Angeles Office of Contract Compliance shall present labor compliance requirements.

4. Other Project stakeholders may also attend preconstruction conference, including tenant at Project Site(s) and any Laydown Area(s) and tenants adjacent to Project Site(s) and any Laydown Area(s).

B. Attend weekly Project meetings as scheduled by Engineer to discuss construction progress and other issues affecting Work.

1. At this meeting, present and explain a weekly schedule. The weekly schedule shall be in bar chart format and shall show the actual and planned Work, including changed Work, of the week before and the 2 weeks succeeding the date of the meeting. Bar chart shall also contain the following information:

a. Activity numbers and descriptions of Work shall be the same as in the baseline and monthly updates, although activities may be subdivided to more accurately monitor progress.

b. For activities completed during the period, show the actual start date, the actual finish date, and the percent complete.

c. For activities worked on during the period, show the actual start date, the forecast completion date, and the forecast percent complete.

d. For activities forecast to start during the period, show the forecast start date, the forecast finish date, and the percent complete.

1.5 COORDINATION WITH TENANT(S)

A. The terminal's operations shall continue uninterrupted. Coordinate construction activities with the terminal operator to avoid interference with terminal operations.

1. In the event of a conflict, tenant requirements shall have priority over Contractor's requirements in areas of active terminal operations.

2. Contractor's personnel shall present valid photo identification at terminal entry gates upon demand. Vehicles shall have plaques or markings identifying company. Refer to REGULATORY REQUIREMENTS Section Marine Terminal Security Article for Transportation Worker Identification Credential (TWIC) program requirements.

3. Do not interfere with ship berthing, ship loading and unloading, and facility maintenance activities. Contractor shall obtain tenant's ship berthing schedule and moor floating plant outside of area required for tenant to moor vessels. Relocate interfering floating plant, materials and equipment on and under wharf as required prior to ship berthings.

1.6 COORDINATION WITH RAILROAD

A. General:

1. Maintenance and inspection programs are and shall continue to be provided by PHL or its agents on the track, switches, ballast, ties, signals, instrument shelters, and other rail infrastructure. Coordinate Work with PHL and its inspection agencies such that PHL inspectors can be on-site and fully knowledgeable of the modifications being performed on PHL-operated tracks.

B. Railroad Flag Persons: Provide railroad flag persons in conformance with U.S. Department of Transportation's Federal Railway Administration (FRA) requirements and REGULATORY REQUIREMENTS Section. Coordinate with PHL and provide payment in advance to PHL for railroad flag persons. Arrange with PHL to provide the flag persons required to accomplish Work. Refer to Appendix "B" of Specifications for PHL Railroad Flagging Agreement, Flagging Policy, and Rate Schedule.

C. Scheduling of Work and Safety Requirements:

1. Coordinate and schedule Work so that the construction activities do not interfere with railroad operations.

2. Any time Work is performed within 20 feet of the track centerline, Contractor shall provide protection for workers in conformance with FRA and railroad worker safety rules, Title 49, Part 214 of the Code of Federal Regulations.

a. For Work within 20 feet of track centerline: Provide PHL railroad flag person for the safety and protection of Contractor's personnel. The cost of required flagging services shall be provided by Contractor and included with the cost of related bid items for such Work. A specific Railroad Work Plan is required prior to any track closures or activity within 10 feet of the track centerline. No Work shall be performed, nor any piece of equipment moved within 10 feet of the railroad track centerline until Work Plan is approved by Engineer.

b. For PHL flag persons, submit a Railroad Flagging Agreement, included in Appendix "B" of Specifications, to Engineer 21 Calendar Days in advance of any Work within 20 feet of track centerline.

3. Contractor shall request a "Conditional Work Window" or "Absolute Work Window" directly from PHL.

a. Conditional Work Windows: A Conditional Work Window is a period of time Contractor is allowed to work on or near the railroad tracks but the tracks remain fully operational as defined by California Public Utilities Commission (CPUC) and FRA. When trains are approaching, Contractor shall clear the tracks. No construction equipment, personnel, or materials may be present within 10 feet of the tracks or as directed by the railroad flag person. Construction activity shall cease within 20 feet of the tracks. Conditional Work Windows shall be approved by PHL 48 hours before Work commences.

1) Construction activities requiring a Conditional Work Window shall be clearly identified on the construction schedule as activities requiring a Conditional Work Window. Any modifications to these work windows shall be identified and submitted to Engineer and PHL in writing a minimum of 30 Calendar Days prior to any proposed changes.

b. Absolute Work Window: An Absolute Work Window is a period of time during which construction activities are given priority over railroad operations because required construction makes the track non-operable. At the end of an Absolute Work Window, the railroad tracks and signals shall be completely restored for train operations. Comply with CPUC and FRA requirements, codes, and regulations for operational tracks. PHL or its agent shall perform inspections of Work prior to placing the track back into service.

1) Submit a detailed schedule of Work to be accomplished and a list of items to be installed during an Absolute Work Window. Upon approval of Engineer that Absolute Work Window is required, that Work can be accomplished in the time requested and that the necessary materials are at Project Site, Contractor shall request an Absolute Work Window from PHL. Allow a minimum of 14 Calendar Days to arrange Absolute Work Windows with PHL and consider whether Absolute Work Window may be on the weekend or at night. Allow minimum 48 hours after PHL's approval of Absolute Work Window before commencing Work and rendering track non-operable.

2) Submit to Engineer copy of PHL’s agreement to provide a railroad flag person for the item of work and PHL’s notification that the railroad track shall be out of service.

4. Crossing of tracks by Contractor’s equipment other than at public or designated private road crossings is prohibited without specific authorization by Engineer.

5. Immediately report any accidents, injuries, track defects, or any unusual track conditions, which may affect the safe and efficient operation of the railroad to Engineer.

6. Protect railroad facilities, equipment, and operating trains from damage due to Contractor's activities. In the event Contractor damages railroad facilities or equipment, report the damage immediately to Engineer. Repair of damage caused by Contractor's activities shall be at the sole cost and expense of Contractor and approved by PHL and Engineer.

7. Upon completion of Work, Contractor shall promptly remove materials, tools, equipment, and leave the right-of-way in a clean condition as approved by Engineer.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Computer system requirements to use an Internet-based project management system.

1.2 INTERNET-BASED PROJECT MANAGEMENT SYSTEM

A. Project shall use an Internet-based project management system, PMWeb, to submit and process for approval the following including, but not limited to:

1. Requests for Information (RFIs) and RFI responses.
2. Shop drawings and shop drawings responses.
3. Change Request Forms Time and Materials (T & M)
4. Contractor Daily Reports

B. Shop drawings shall also be submitted in conformance with Subsection 01000.21 of GENERAL CONDITIONS Section.

C. Department shall provide Contractor access to the system at no charge.

D. Department shall provide Contractor training on how to use the system. Contractor's personnel shall have basic working knowledge of computers (i.e., mouse operation, using a browser) to effectively learn the system during the training session.

1.3 USER ACCESS

A. Department shall control Contractor’s access to the system and assign user profiles to a maximum of 4 authorized Contractor personnel. User profiles shall define levels of access, determine function-based authorizations, and determine user privileges. Contractor’s access to the system shall be sufficient to perform Work required in this Section.

B. Contractor shall generate (including the use of a scanner where electronic files are not available) and send electronic files for the correspondence listed in Paragraph A of Internet-Based Project Management System Article of this Section.

C. Subcontractors and suppliers shall not be given direct access to the system. Information exchanged between Contractor, subcontractors, and suppliers shall be the responsibility of Contractor. Direct communication through the system shall only occur between Engineer and Contractor.

D. Any correspondence or information entered into the system shall become an official document and shall be included in Project file.

E. Comments made by Engineer on Contractor-submitted correspondence shall not relieve Contractor from compliance with requirements of Contract Documents.

1.4 COMPUTER SYSTEM REQUIREMENTS

A. Contractor shall have access to the Internet, using the latest version of any of the following browsers:

1. Google Chrome

2. Apple Safari

3. Microsoft Edge

1.5 CONTRACTOR RESPONSIBILITY

A. Contractor shall be responsible for maintenance of Contractor's hardware, software, and connectivity to the Internet. Department shall not be responsible for any delays associated from the use of the system including, but not limited to, hardware or software problems, slow response times, downtime periods, connection problems or loss of information. Under no circumstances shall the use of the system be grounds for a time extension or cost adjustment to Contract.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. This Section modifies Construction Schedule and Extension of Time and Compensable Delays Subsections of GENERAL CONDITIONS Section. Work includes but is not limited to:

1. Provide scheduler.

2. Prepare, submit, update, and revise Construction Schedules and reports.

3. Attend meetings.

B. This Section provides technical requirements for preparation and reporting of the construction schedule.

1.2 PRICE AND PAYMENT PROCEDURES

A. Measurement and Payment:

1. Include cost of the scheduler, office, materials, supplies, and other necessary expenses as a line item in the Schedule of Values for the corresponding bid item of Bid Proposal Line Items. Include line items for Baseline Schedule, Monthly Updates, and Weekly Schedules. Monthly Updates shall have a minimum value of $5,000 per month for the duration of Project on Schedule of Values.

2. If the schedules and reports are not prepared, submitted, and updated as specified in any particular month, City shall withhold payment of the scheduling line item for that month.

1.3 ABBREVIATIONS AND DEFINITIONS

A. Refer to Abbreviations and Definitions Subsection of GENERAL CONDITIONS Section for definitions for Calendar Day; Changes in Work; City; Contract; Contract Documents; Contractor; Contract Time; days; Drawings; Engineer; Notice of Award; Notice to Proceed; Project; Specifications; Superintendent; and Work.

B. Abbreviations:

1. CPM: Critical path method

2. NTP: Notice to Proceed

C. Definitions:

1. Activity: A portion of Work which requires time and resources (labor, equipment, and/or material) to complete.

2. Baseline: The approved as submitted Preliminary Baseline which addresses Engineer's comments and contains corrections to previous submittals.

3. Construction Schedule(s): The detailed Activity level plans required by this Section.

4. Current Revised Baseline: The present replacement schedule for the Baseline or a previously revised Baseline, which was revised in conformance with the Schedule Revisions Article of this Section.

5. Days: Consecutive Calendar Days.

6. Milestone: A start or completion date defined or inferred by Contract or Drawings as calculated from NTP, start/end of phase, or Contract completion. The time base for Milestones shall be in conformance with GENERAL CONDITIONS Section.

7. Preliminary Baseline: Contractor's initially submitted detailed Activity level plan for constructing Project.

8. Weekly Schedule: A schedule showing the actual and the planned Activities, including changed Work, of the week before and the 2 weeks succeeding the date of the weekly meeting.

1.4 SUBMITTALS

A. Submit the name, qualifications, education, and experience (including references and lists of prior projects) of the scheduler, and a detailed description of the scheduling system to be used no later than 14 Calendar Days after Notice of Award.

B. Submit the documents listed in Table 1 at the end of this Section prior to the time and at the frequency required.

C. Present Weekly Schedule at each weekly meeting.

1.5 QUALITY ASSURANCE

A. Qualifications: Scheduler shall have a minimum of 5 years experience in preparing and maintaining CPM schedules and reports in Primavera P6 for projects of similar size, value, type, and nature. Scheduler shall be on Project Site a minimum of 10 hours per week to attend weekly meetings and to monitor, revise, and update the schedules, curves, and reports for the duration of Contract.

1.6 MEETINGS

A. Pre-Construction Scheduling Conference: Present and discuss proposed scheduling system and scheduling method, the sequence of operation, proposed Activity coding, cost, labor, and equipment loading, procedures for updating and revising schedules, and required submittals. Engineer shall schedule and conduct pre-construction scheduling conference with Contractor's project manager, Superintendent, and scheduler prior to pre-construction meeting. Activity code breakdown structure shall be discussed and agreed to at this meeting.

B. Weekly Meetings: Meet with Engineer to assess progress of Work once each week, on a day established by Engineer.

C. Preliminary Baseline Conflict Resolution Meetings: Attend meetings with Engineer, major subcontractors, and suppliers to resolve any conflicts between Preliminary Baseline and the intent of Contract. Engineer shall schedule meeting.

D. Monthly Schedule Update Meetings: On a monthly basis, meet with Engineer for the purpose of updating the schedule and reports. Schedule the meeting at least 7 Calendar Days prior to the required date for submittal of the updated schedule and reports. This meeting shall also include a discussion of schedule revisions that are proposed to be included in the monthly schedule update.

1.7 METHOD OF SCHEDULING

A. Prepare and maintain Construction Schedules, which represent the plan to complete Work within Contract Time. Construction Schedule shall provide Engineer with a basis to monitor progress of Work.

B. Use CPM and show schedule in time-scaled precedence diagramming format. Time-scale the schedules in Calendar Days from NTP. Show Milestones and Activities on the schedule.

C. Use a scheduling software and a computer hardware system commensurate with the size of Project. The scheduling software shall be Primavera Project Planner P6 version 8.2 or later.

D. Float is a resource available to both parties and is not for the exclusive benefit or use of either Contractor or City. Float created during Project through the actions of either party remains for the benefit of either party unless expressly agreed in advance by both parties in writing to be for the sole benefit of one party. Use of float suppression techniques such as preferential sequencing or logic, special lead/lag logic restraints, imposed dates, and extended Activity durations are prohibited and are cause for rejection of the schedule.

E. A Baseline showing early completion of Contract shall not be accepted by City. Schedule updates showing early completion of Contract may be accepted by City. If schedule updates show early completion of Contract, the updated schedules shall show the time between early finish and Contract Time as Project float. City shall not move liquidated damages to the early completion date. City shall not pay for extended overhead for schedule changes or additional Work that does not increase Contract Time.

F. The schedule shall contain Activities for Milestones and for Contract Work, which includes Bid Item Work, Contingency Bid Item Work, and once authorized, any Allowance Bid Item Work. Work shall be broken down into Activities. Activity details shall assure the schedule provides an appropriate basis for monitoring and evaluating the progress of Work.

1. No Work activity, except submittals required to comply with Construction General Stormwater Permit and Stormwater Pollution Prevention Plan (SWPPP) Article of REGULATORY REQUIREMENTS Section, can start before Notice to Proceed unless specifically authorized in advance by Engineer.

2. No Work activity can exceed 28 Calendar Days (20 Work days) in duration unless specifically authorized in advance by Engineer.

3. Only Activity Types “Start Milestone”, "Finish Milestone”, and “Task” can be used unless specifically authorized in advance by Engineer. Level of Effort (LOE) activities may be used to summarize Work as needed to produce Summary Level Schedules for presentation purposes.

4. Time base for Activities of Contractor shall be in conformance with the GENERAL CONDITIONS Section.

5. Activities shall have both Predecessor and Successor Logic Ties that accurately represent the sequence and interdependence of activities; except the first Start Milestones which does not have predecessor ties and the last Finish Milestones which does not have successor ties.

    a. FS 0 (zero) logic ties are preferred.

    b. If SS successor logic ties are used, then there shall also be an FF or an FS logic tie in order for the backward pass to calculate correctly.

    c. If the lag values are not equal to zero (0), a written justification of each non zero lag shall be submitted with the first submittal of the Construction Schedule. (There shall be no exceptions to this requirement). Negative lags may not be used.

    d. SF – Start to Finish logic ties are not acceptable

6. Provide the following minimum information for each Activity:

    a. Identification Number: Each activity shall have a unique Activity Identification Number (P6 default allows 20 characters):

        1) The first 2 digits shall be the last 2 numbers of Project Specification Number.

        2) The remaining digits are for Contractor’s numbering sequence. Department requires that the last digit always be a zero (0) in case that the activity needs to be subdivided in the future.

    b. Description: Each Work activity shall have a unique Activity Name. This activity description shall tell:

        1) What type of Work is being performed: i.e. drive, install, excavate, and the like.

        2) What is being Worked on: i.e. piles, electrical conduit, and the like.

        3) Where Work is being performed: e.g. Bent #18-Compressed Air Building, and the like.

        4) Examples: Drive Piles - Bent #18 or Install Electrical Conduit - Compressed Air Building

c. Calendar: Two standard Global calendars shall be defined in addition to the calendars used by Contractor for their Work activities for Department and shall be named “POLA Calendar 1”, “POLA Calendar 2”.

1) "POLA Calendar 1” shall be a 365 / 366 Calendar Day calendar with a 7 day Work week and no holidays. This calendar shall be used for milestones, approval activities, and third party activities.

2) "POLA Calendar 2” shall be a 5 day per week single shift Work day calendar with holidays.

Note: The union holidays currently recognized by Department are:

New Year’s Day - 01 January

Memorial Day - Last Monday of May

Independence Day - 04 July

Labor Day - First Monday of September

Veterans Day - 11 November

Thanksgiving Day - Fourth Thursday of November

Day after Thanksgiving - Day after Thanksgiving Day

Christmas Day - 25 December

3) Contractor may, with the prior concurrence of Department, add other holidays and/or other calendars for special Work shifts such as 6 day single shift, 5 day double shift, and the like. Additional calendars shall be defined as PROJECT CALENDARS and shall be named with the 4-digit Project Specification number to associate it with the specific project to which it applies.

4) The calendars assigned in the schedule shall have consistent Work periods (i.e. 0800h to 1700h with a non-Work period from 1200h to 1300h).

d. Original Duration: The minimum unit of time is 1 day. Activities shall have a duration of no less than 1 and no more than 28 Calendar Days for on-site operations.

1) Denote Activities that require unusual shift Work, such as, 2 shift days, 6-day weeks, or so forth, by a different calendar code for each type of shift.

2) Activities of others shall be in Calendar Days.

3) Upon approval of the baseline schedule the original duration shall remain unchanged. Changes of duration shall be reflected in adjustment of remaining duration.

4) No fractional durations for activity durations, total float values, nor lags shall be allowed in the schedule.

5) No fractional dates shall be allowed in the schedule.

6) Presence of fractional durations or dates shall be cause for rejection of the schedule without additional review.

e. Code Activities and Milestones: Each activity shall have activity coding.

1) Activity code fields shall be defined as “global type” activity code fields.

a) The first 4 characters of the activity field name shall be Project Specification Number [SPEC].

b) “EPS type” activity codes shall not be used.

2) As a minimum, the following code fields shall be included:

a) [SPEC] BIDI – POLA Bid Item Number.

b) [SPEC] RESP – Responsibility – which entity: Contractor, subcontractor, supplier, Department, and the like, is responsible for the activity.

c) [SPEC] PHAS – Phases – a breakdown of Work into the following contractually definable phases:

1 General Conditions

2 General Requirements

3 Contract Work

4 Contract Close Out

d) [SPEC] AREA – Locations – a further breakdown of Phase Code into sub-Phases such as Contract Milestones, Permits / Prepare and Submit, Review and Approve, Procure and Deliver Materials / Geographical Contract Work Areas.

e) [SPEC] STEP – Steps – a further breakdown of Area Codes for Geographical Contract Work into Sub-Areas.

f) [SPEC] ITEM – Specification Section Number – POLA Specification Number for Work being performed.

g) [SPEC] CONO – Change Order Number – PCO No., CO No., or AFA No. Assign base activities the value “000”.

3) Note: Contractor’s plan for Phase, Area, and Step Codes to be utilized in the schedule as well as a Map or Drawing showing the exact location of Area and Step codes which are “geographical in nature” shall be submitted at Pre-Construction Meeting, and shall be approved by Engineer prior to Engineer’s review of the first Baseline Construction Schedule. There shall be no exceptions to this requirement unless approved in writing by Engineer.

G. Activities shall include, but not be limited to, the following:

1. Work represented by bid items on Bid Proposal Line Items, including contingency bid items and allowance bid items shall be included after authorized by Engineer.

2. Prepare and Submit and Review and Approve Activities for required shop drawing and material samples.

3. Procure, including order, manufacture, test, and deliver critical material and major components, including material to be furnished by City as set forth in Contract.

4. Obtain permits.
5. Mobilize and move-in.
6. Construct temporary installations and support facilities.
7. Demolish and remove existing improvements.
8. Coordinate with other contractors under separate contract with City, tenants, utilities, and Work by others adjacent to Work.
9. Excavation, backfill, and other earthwork.
10. Construct other items.
11. Construct items by subcontracting.
12. Required inspections by other City departments or third parties and inspect/correct/pass.
13. Perform required tests and return results.
14. Obtain approval from and issue notices required by, regulatory agencies or other third party.
15. Correct punch list and obtain acceptance of Work, including commissioning, start-up, and testing.
16. Final clean-up and demobilize.
17. Perform Changes in Work upon issuance of directive by Engineer.
18. Activities required to complete Work comprised in Construction Schedule.

H. Show Milestones on the schedules and shall be identified, described, and coded similar to Activities.

I. Define the sequence of Work by assigning predecessor/successor logic relationships to Activities and Milestones.

J. Use the same Activity and Milestone identification numbers, descriptions, and codes in Construction Schedules.

K. Present submittals in the forms required by Table 1 at the end of this Section.

1. Export the native P6 schedule in .XER file format and submit Construction Schedule in electronic file format as specified in Paragraph 1.7C of this Section.

2. Plot Construction Schedules and curves on standard size cut paper sheets not larger than 22 inches by 34 inches. Each sheet shall have a title block on the lower right-hand corner and a timeline. Plots shall be time scaled to show a continuous flow of information from left to right. Identify the critical path clearly on each sheet.

3. Reports shall be on 8 1/2 inch by 11 inch paper.

1.8 CONSTRUCTION SCHEDULES

A. Prepare Construction Schedules as detailed in Method of Scheduling Article of this Section and as detailed in this Article.

1. Schedules shall be calculated using “Schedule Options” which is found in Primavera P6 under Tools – Schedule - Options:

a. Ignore relationships to and from other projects - On

b. Automatic scheduling and leveling - Off

c. When scheduling activities apply - Retained logic

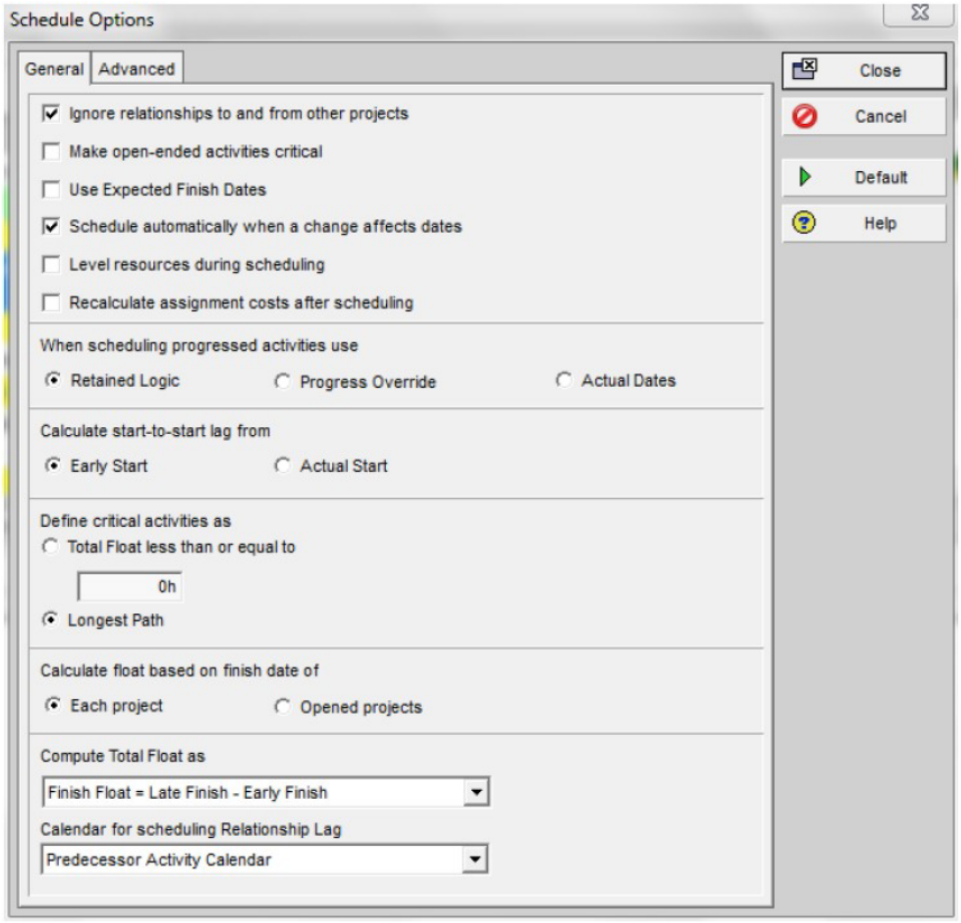
d. Calculate start to start lag from - Early start

e. Schedule interruptions - Interruptible

f. Show open ends as - Non critical

g. Calculate total float as - Finish float

P6 Schedule Options shall be set as follows:



2. Calculate/plot Critical Paths using “Longest Path Option” which is found under Tools – Schedule… [F9] - Options – Define critical activities as Longest Path (click on the radial button).

3. Data Date for Monthly Updates of Construction Schedule shall be the first Calendar Day of the following month (i.e. the Data Date of the July Update shall be 01 August). Note: When statusing Prepare and Submit, Review and Approve, or Procure Activities in Monthly Updates, add Submittal Number to Activity Description.

4. Construction Schedules (Baseline, Monthly Updates, Recovery, and the like) submitted shall have a unique four character Project ID. The first 2 characters shall be the last 2 digits of Project Specification Number. The last 2 characters can be either numbers or letters, but the schedules shall “sort” in the order in which they are submitted, with no duplication of names. Department suggests that the numbering start with SNA1. (SN=Spec No.) For example, if Project Specification Number is 2711, then Project ID would start with 11.

5. Construction Schedule submittals (Baseline, Monthly Update, Revision, Recovery, and the like) shall have a unique PROJECT NAME that includes the project title and a clear description of the schedule version (e.g.: May 2012-2 [2nd submittal of the May Update].) Note: When assigning baselines for schedule comparison, only Project name is available to identify which version is assigned.

6. Default P6 system settings may be used with the following provisions:

    a. Admin Preferences (found under Admin – Admin Preferences) – Earned Value settings shall reflect:

        1) Technique for computing performance percent complete as Activity percent Complete.

        2) Technique for computing Estimate to Complete (ETC) as ETC= remaining cost for activity.

        3) Earned Value Calculation – When calculating earned value from a baseline use Budgeted values with current dates.

    b. Financial Periods (found under Admin – Financial Periods) for Department are defined as monthly with the 1st as the start of a period and the last day of the month as the end. For stored period performance the project data date shall be indicated as the date on which to store data.

    c. User Preferences, (found under EDIT – User Preferences) - Resource Analysis shall reflect:

        1) Time Distributed Data shall be displayed based on Remaining Early Dates.

        2) Interval for time distributed resource calculations shall be Month or Week as approved by Engineer.

7. Export P6 Data to provide backup files for submittal. Each schedule submittal shall include:

    a. The data backup exported in either Primavera PM / MM – (XER) (version 8.2 or later) or Primavera PM – (XML) file format.

    b. Schedule layout definition files exported from Open Layout (found under View – Layout – Open Layout) files shall be named “layout_name.PLF”.

c. If layouts are based on specific project data filters, ensure applicable filters are saved as a layout prior to exporting Project for transfer.

d. Layouts may be defined as either “all users” or “project layouts”.

8. Schedule report definition files used to create submitted reports as exported from Reports (found under Tools – Reports – Reports) files are named “report_name.ERP”. [Remember to save any included filters as layouts prior to exporting the report definition file].

B. Weekly Schedule shall be in bar chart format, or any other format that is acceptable to Engineer. For the report period, show the actual start and finish dates for completed Activities, the actual start date and remaining duration of Activities in progress and the forecast start date and original duration for planned Activities. Show the percent complete of Activities. Activities may be subdivided in Weekly Schedule to more accurately monitor progress. Each activity in Weekly Schedule shall have a reference to an activity in approved Baseline Schedule. Weekly Schedule shall detail construction activities to be performed during the 1 week immediately before, and the 2 weeks immediately following the weekly construction progress meeting date. Weekly Schedule shall also include the major long lead procurement and submittal activities.

C. The monthly update shall be a statused submittal of Baseline, Current Revised Baseline, or the last approved update. The data date shall be the first day of the month following the month of the update. The information supplied in Weekly Schedule or other approved sources, shall be the basis of the actual start and finish dates or remaining duration of Activities, that were worked on or completed during the month.

1. Contractor's project manager, scheduler, and representatives of major subcontractors shall jointly review and approve the schedules, update and computer tabulations for accuracy prior to submittal.

2. Submit the as-built update prior to submittal of the affidavit of completion but after correction of punch list items and final cleanup. Show actual start and finish dates for Activities. Submittal of the as-built update is a condition precedent to acceptance of Work by City.

3. Engineer shall review and respond to the schedule portion of the update within 14 Calendar Days of receipt.

D. The submittal of schedules defined in Paragraphs A, B, and C of this Article, shall include a statement signed by the approved scheduler certifying that scheduler has prepared and reviewed the schedules to ensure conformance with the requirements of this Section.

1.9 NARRATIVE REPORT

A. Narrative report shall describe differences between Baseline or Current Revised Baseline, or previous month's update as approved, and the current update including reasons for the differences. Include an explanation of potential delays and/or problems, estimated impact on performance and the overall Project completion date, and planned corrective action.

1.10 SCHEDULE REVISIONS

A. Revisions to the schedule may become necessary when:

1. Conditions such as weather, material availability, labor availability, field conditions, Engineer direction, or other factors differ from the conditions assumed in the schedule;

2. Changes in Work occur; or

3. Progress falls behind schedule for reasons attributable to Contractor.

B. When necessary, make revisions as provided in this Article in lieu of the provisions in GENERAL CONDITIONS Section. Request time extensions in conformance with Contract Time Extensions Article of this Section.

C. Schedule Revisions may be included in the monthly schedule update submittals. The changes shall be consistent with the changes discussed at Monthly Schedule Update Meetings, referenced in Paragraph 1.6D of this Section. Provide a written narrative that lists the changes to the schedule update along with an explanation of the changes made in the schedule update, such as:

1. Justification for the revision,

2. Evidence supporting such revision as allowable, and

3. A detailed precedence analysis schedule report of Activities changed or affected by the proposed revision.

D. Provide a detailed precedence analysis for Activities changed or affected when Engineer directs a schedule revision.

E. Contractor initiated schedule revision shall not increase the original or current Contract Time.

F. When the request is approved by Engineer, reflect the changes in the most recently approved schedule update which shall become Current Revised Baseline.

1.11 CONTRACT TIME EXTENSIONS

A. Request time extensions in conformance with Extensions of Time and Compensable Delays Subsection of GENERAL CONDITIONS Section by submitting:

1. A notice of delay or request of an extension of time shall be submitted to Engineer within the time stipulated in Extension of Time and Compensable Delays Subsection, Paragraph i of GENERAL CONDITIONS Section;

2. A time impact analysis reporting the cause of and responsibility for the delay; and

3. A detailed precedence analysis schedule report of the fragnet quantifying the delay.

B. A fragnet is a sequence of new and/or revised Activities and logic that ties a delay into the construction sequence, and mathematically demonstrates the impact of the delay on the end date of Work.

C. If the time impact analysis and fragnet are approved, the fragnet shall be analyzed as follows:

1. If approved before or while the delay is occurring, the fragnet shall be analyzed in the approved monthly update of the month before the time impact analysis was approved.

2. If approved after the delay is complete, analyze the fragnet in the approved monthly update of the month before the delay was completed.

D. Insert the approved fragnet in the update defined above and succeeding updates to and including the current monthly update. The modified schedule shall become Current Revised Baseline.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

Table 1
Submittal and Frequency Due Date

Submittal Name	Form of Submittal	Submittal Due	Frequency
1. Scheduler and Scheduling System	Written Report	14 Calendar Days (CD) after Notice of Award	Until approved
2. Preliminary Baseline Schedule	Electronic	14 CD after NTP	Once until approved*
3. Baseline Schedule	Plot and electronic	14 CD after acceptance of Preliminary Baseline	Once until approved*
4. Monthly Updates/Schedule Revisions a. Schedule b. Narrative Report c. Variance Report	a. Plot and electronic b. Written Report c. Written Report	7 CD after the end of the update month	Monthly after Baseline established*
5. Weekly Schedule	Bar Chart	At weekly meeting	Weekly
6. Time Impact Analysis	Plot and electronic [supporting evidence, precedence analysis]	14 CD after approval of request or direction	As needed*
7. As-built Update Schedule	Plot and electronic	After Work is completed and prior to Project closeout	Once until approved*
8. Resubmittal of rejected submittal	Plot and electronic	7 CD after the receipt of comments	As needed*

1. *Resubmit rejected submittals as approved in Item 8 of Table 1

END OF SECTION

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Permit and fee requirements

B. Government agency notifications, fees, and license requirements required for Project

C. Submittal requirements for permits and notifications

D. Contractor shall pay costs of fines, including fines against Department, resulting from Contractor’s non-compliance with permit requirements or failure to procure appropriate permits.

1.2 CITY OF LOS ANGELES PERMITS

A. Contractor shall obtain and Department shall pay for City of Los Angeles permits required by Department of Building and Safety (LADBS), Fire Department, and Department of Public Works. Payment shall be made by an Interdepartmental Order (IDO) to these departments. Engineer shall obtain plan check unless specified otherwise.

1. City of Los Angeles Department of Building and Safety permit applicants are required to present the following prior to the issuance of permits:

   a. Worker's Compensation Insurance Certificate.

   b. Contractor's license.

   c. City of Los Angeles Business Tax Identification Number.

B. Refer to WATER DISTRIBUTION Section for additional LADBS, City of Los Angeles Fire Department, and Los Angeles County Health Department permit requirements.

C. Obtain City of Los Angeles Department of Public Works, Bureau of Street Services Overload permit where hauled material dimensions exceed overlength, overwidth, or overheight criteria, or materials are subject to other permit requirements.

D. On-site inspection approval from Department shall be required for hot work. Secure a hot work permit for welding, cutting, burning, pitch heating, riveting, grinding, drilling, and other fire and spark producing operations from Port Police Office at (310) 732-3973 or (310) 732-3500 at 330 South Centre Street, San Pedro, California 90731 two working days prior to start of hot work. There is no fee for this permit.

1. Furnish safety devices, extinguisher, and fire watch as required by permit.

2. Exercise caution in welding and cutting operations to avoid fire.

1.3 CALIFORNIA AIR RESOURCES BOARD (CARB) REQUIREMENTS

A. On-road vehicles shall comply with CARB Clean Truck Check (Heavy Duty Inspection and Maintenance Regulation) and Advanced Clean Fleets Regulation

1. Prior to start of Work, submit to Engineer proof of compliance required by CARB for Contractor and subcontractors. Follow applicable regulatory requirements for retention of paperwork.

B. Off-road equipment shall comply with CARB off-road equipment regulations including but not limited to: In-Use Off-Road Diesel and Large Spark Ignition Regulations.

1. Prior to start of Work, submit to Engineer proof of compliance required by CARB for Contractor and subcontractors. Follow applicable regulatory requirements for retention of paperwork.

2. Prominently display appropriate signage in conformance with CARB In-Use Off-Road Diesel Regulation (https://ww2.arb.ca.gov/our-work/programs/use-road-diesel-fueled-fleets-regulation) on Project Site. Signage shall state the following:

“Who does the In-Use Off-Road regulation apply to? The In-Use Off-Road Diesel-Fueled Fleets Regulation (Off-Road Regulation) applies to self-propelled off-road diesel vehicles 25 horsepower or greater and most two-engine vehicles (except onroad two-engine sweepers) owned or operated in California. This includes vehicles that are rented or leased (rental or leased fleets).”

1.4 SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT (SCAQMD) REQUIREMENTS

A. Obtain pertinent SCAQMD permits and comply with SCAQMD rules and permit requirements, including, but not limited to, the following:

1. Obtain and pay for SCAQMD permits under Rules 201, 203, 222, and/or 2202 for affected classes of equipment, including but not limited to, internal combustion engines greater than 50 brake horsepower which are not used as vehicle propulsion (air compressors, generators, winch motors, and the like).

    a. California Air Resources Board permits may be obtained for eligible portable engines in lieu of SCAQMD permits.

2. Comply with SCAQMD Rules 401, Visible Emissions and 402, Nuisance.

3. Comply with City of Los Angeles Municipal Code Section 91.108.13 and SCAQMD Rule No. 403, Fugitive Dust.

    a. Contractors performing Large Operations as defined by SCAQMD Rule No. 403 shall prepare and obtain SCAQMD approval of a fugitive dust control plan prior to start of Work.

    b. Implement SCAQMD's Best Available Control (BAC) measures in Table 1 of Rule 403. Large construction projects (on a property which contains 50 acres or more of disturbed surface area) shall also follow Rule 403 Tables 2 and 3.

4. Comply with SCAQMD Rule 1166 Volatile Organic Compound Emissions from Decontamination of Soil.

5. Comply with SCAQMD Rule 1466 Control of Particulate Emissions from Soils with Toxic Air Contaminants.

1.5 OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA), FIRE, AND OTHER SAFETY REQUIREMENTS

A. Comply with State of California Construction Safety Orders and General Industry Safety Orders issued by Department of Industrial Relations, Division of Occupational Safety and Health; and Safety and Health Regulations for Construction administered by United States Department of Labor, Occupational Safety and Health Administration (OSHA).

B. Hazardous Substances: Also known as hazardous materials, are defined in California Health and Safety Code 25501 (n). Hazardous substances include those shown in “Director’s List” from Department of Industrial Relations pursuant to Hazardous Substances Information and Training Act, and those described in Part 172 of Title 49 of the Code of Federal Regulations (CFR), Department of Transportation Hazardous Materials List.

1. Examples of hazardous substances commonly used in construction projects include, but are not limited to, the following:

    a. Toxic materials (pesticides, herbicides, epoxies, curing compounds, and paints),

    b. Corrosive materials with pH of 2 or less (muriatic and other acids),

    c. Corrosive materials with pH of 12.5 or more (soda lye and lime),

    d. Ignitable materials (gasoline and diesel fuel, propane, and solvents),

    e. Reactive materials (chlorine), or

    f. Any other material for which a Safety Data Sheet (SDS) has been prepared.

2. Handle hazardous substances in conformance with applicable federal, state, and local regulations.

3. Make current and accurate copies of SDS available at Project Site(s) for each hazardous substance to be used at Project Site(s).

    a. Train employees that handle hazardous substances and hazardous wastes in procedures for handling such materials. Refer also to Hazardous Waste Article of this Section.

4. Store hazardous substances in conformance with California Health and Safety Code and City of Los Angeles Fire Code requirements.

a. Comply with California Health and Safety Code, Division 20, Chapter 6.95, Section 25500. Contractor shall file a Hazardous Materials Business Plan through California Environmental Reporting System (CERS) as implemented by City of Los Angeles Fire Department and associated Certified Unified Program Agency (CUPA) at http://fire.lacounty.gov/wp-content/uploads/2019/08/lacofd-CERS-User-Guide_Part3.pdf if on-site storage of hazardous substances exceeds the following quantities:

1) Liquids: 55 gallons

2) Gas: 200 cubic feet

3) Solids: 55 pounds

b. On-site storage refers to the uninterrupted presence of hazardous substances at Project Site(s) for 30 Calendar Days or more, including refills or replacement of stock.

5. Protect hazardous substance storage containers from wind and rain. Place secondary containment beneath containers or equipment to capture drips and spills.

6. Clean up spills immediately. Place absorbent material on residue from small spills and dispose of wastes in conformance with federal, state, and local regulations and with Hazardous Waste Article of this Section. Submit spill cleanup method to Engineer upon request.

7. Depending on the extent, volume, and discharge to surface or subsurface waters from the spill, Contractor shall comply with notification and reporting requirements.

1.6 HAZARDOUS WASTE

A. General: Hazardous waste is defined by Health and Safety Code 25117 and, California Code of Regulations, Title 22 Division 4.5, Chapter 11 Article 2, Section 66261.10 et. Seq. Notify Engineer of observances or occurrences of hazardous waste. Comply with federal, state, and local reporting requirements. Continued Work at the affected area of Project Site(s) shall require the approval of Engineer.

1. Prior to performing any Work in affected areas, prepare a Project Site-specific Safety and Health Program pursuant to Hazardous Waste Operations and Emergency Response (HAZWOPER) requirements in California Code of Regulations CCR Title 8 Section 5192. Upon generating hazardous waste, Contractor shall furnish Safety and Health Plan for Project Site(s) and submit to Engineer within 2 Calendar Days of generation.

2. Workers shall be trained in conformance with CCR Title 8 Section 5192.

3. Dispose of hazardous wastes at licensed facility that is permitted to receive hazardous waste (recycling and disposal) as approved by Engineer.

4. Submit copies of documents to Engineer, including hazardous waste manifests indicating the amount, nature, and disposition of the hazardous waste within 10 Calendar Days of disposal, as required by law and regulations.

B. Pre-Existing Hazardous Wastes: City shall retain title to pre-existing hazardous waste removed from Project(s).

1. Store and manage hazardous wastes discovered on-site during the course of construction and resulting from construction activities in conformance with California Health and Safety Code. Protect hazardous waste storage containers from wind and rain in conformance with applicable laws and regulations. Place secondary containment beneath receptacles to capture drips and spills.

2. In handling City's materials, City acknowledges that for the purposes of Contract, it retains generator status and shall be the primary or designated generator, shall obtain the necessary United States Environmental Protection Agency (U.S. EPA) identification number, and sign the transportation manifests as owner of the material.

3. Pay fees required for the disposal of hazardous waste.

C. Contractor-Generated Hazardous Wastes: Contractor shall retain title to hazardous waste generated from supplies and equipment brought on Project Site(s) and any Laydown Area(s).

1. Contractor shall bear costs, including disposal fees and taxes, for managing and disposing of hazardous waste generated from supplies and equipment brought on Project Site(s) and any Laydown Area(s).

1.7 OFF-SITE TRAFFIC REQUIREMENTS

A. Minimize interference with the existing traffic patterns on surrounding publicly traveled streets and access roads.

1. Provide traffic control barriers, lights, detours, markings, and construction signage on publicly traveled streets advising of construction in conformance with California Manual of Uniform Traffic Control Devices (California MUTCD).

a. 7 Calendar Days prior to start of construction, provide advance construction signs in accordance with City of Los Angeles Standard Plan S-791-1.

2. Route vehicles hauling materials to minimize traffic conflicts and congestion.

3. Trucks hauling dirt, sand, or gravel shall comply with SCAQMD Rule 403 Best Available Control measures and the following additional requirements:

a. Maintain at least 6 inches of freeboard.

4. Install wheel washers where vehicles enter and exit unpaved roads onto paved roads in conformance with Construction Stormwater Pollution Control Article of this Section.

5. Stabilize the materials while loading, unloading, and transporting to reduce fugitive dust emissions.

6. Belly-dump truck seals shall be checked regularly to remove trapped rocks to prevent spillage.

7. Comply with track-out regulations in conformance with SCAQMD Rule 403, regardless of project size.

B. Rush Hour Construction Ban: Work in the public right-of-way on City of Los Angeles streets is prohibited during the morning and evening rush hours, from 6:00 a.m to 9:00 a.m. and from 3:30 p.m. to 7:00 p.m. The ban includes both actual construction on City streets as well as the staging of equipment and materials, even if construction is not in the public right-of-way.

1. Construction activities related to emergency maintenance and repair are exempted from the rush hour construction ban. Verify emergency status with Engineer.

C. Refer to SITE CONDITIONS Section for additional requirements.

1.8 CONSTRUCTION STORMWATER POLLUTION CONTROL

A. Minimum Water Quality Protection Requirements:

1. Comply with the following minimum standards of good housekeeping:

a. Earth, construction materials, sediments, trash, construction-related wastes, other potential pollutants, or stockpiles of these materials shall not be transported by wind or blower, storm or wash water from Project Site(s) and any Laydown Area(s) via sheetflow, swales, area drains, natural drainage, storm drains, or streets.

b. Handle hazardous materials in conformance with Occupational Safety and Health Administration (OSHA), Fire, And Other Safety Requirements Article of this Section, and applicable federal, state, and local regulations.

c. Retain concrete wastes on-site until concrete wastes can be appropriately disposed or recycled. Accumulated concrete wastes on Project Site(s) and any Laydown Area(s) shall become property of Contractor and shall be recycled in conformance with Contractor's Waste Management Plan (WMP) as described in CONSTRUCTION AND DEMOLITION WASTE MANAGEMENT Section of Specifications. On-site washout shall be allowed only in designated areas away from drains, ditches, and streets.

d. Deposit trash and construction-related solid wastes in covered and labeled receptacles. Prevent dispersal of trash by wind and prevent rainwater percolation through trash.

e. Handle and dispose of hazardous wastes in conformance with Hazardous Waste Article of this Section and applicable federal, state, and local regulations.

f. Prevent tracking of sediments and other materials from Project Site(s) and any Laydown Area(s) by vehicle traffic. Stabilize construction entrance roadways to inhibit sediments from being deposited into the public ways. Comply with the provisions of Housekeeping And Maintenance of Surface Areas of Project Site(s) and any Laydown Area(s) Subsection of GENERAL CONDITIONS Section.

g. Non stormwater runoff from equipment and vehicle washing and any other activity shall be contained at Project Site(s) and any Laydown Area(s).

h. Best Management Practices (BMPs) Requirements: Installed BMPs shall be as defined by and in conformance with “California Stormwater Best Management Practices Handbook” and SWRCB. Contractor shall obtain a copy of “California Stormwater Best Management Practices Handbook”. Visit https://www.casqa.org/resources/bmp-handbooks/construction.

i. Inspect Project Site(s) and any Laydown Area(s) prior to storm event predictions to ensure that BMPs are properly installed. Conduct routine inspections of Project Site(and any Laydown Area(s) to ensure that Best Management Practices are adequate to prevent any debris, particulates or fluids from leaving the lay down area and/or entering Port waters.

j. Soil and debris piles shall be underlain with 2 layers of Visqueen and shall be covered with Visqueen weighted down with sandbags. Create temporary berms around piles to prevent stormwater infiltration of storage materials. Routinely observe the water surface to look for sheen, debris, or particulates from Project Site(s) and any Laydown Area(s). Immediately cease Work on piles should a pollutant enter the water and notify Engineer.

B. Small Project Erosion Control Measures:

1. Small project description: Erosion prevention measures required for projects disturbing less than 1 acre of soil and are not otherwise permitted with LADBS nor covered under Construction General Permit (CGP).

2. Small project BMPs requirements: Install the following BMPs as defined by and in conformance with California Stormwater Best Management Practices Handbook:

a. Sediment control practices: Street Sweeping, SE-7. Perimeter of disturbed soil area: Silt Fence, SE-1 for slopes up to 4:1 (H:V). For slopes exceeding 4:1, Sandbag Barrier, SE-8 and Fiber Rolls, SE-5.

b. Storm drain catch basin within drainage catchment of disturbed soil area: Storm Drain Inlet Protection, SE-10.

1) Provide inlet protection at catch basins within drainage catchment regardless of whether or not the catch basins are within Project Site limits.

c. Waste management control practices: Material Delivery and Storage, WM-1; Material Use, WM-2; Stockpile Management, WM-3, Spill Prevention and Control, WM-4; Solid Waste Management, WM-5; and Concrete Waste Management, WM-8.

d. Tracking control practices: Stabilized Construction Entrance and Exit, TC-1; Stabilized Construction Roadway, TC-2, and Entrance Outlet Tire Wash, TC-3.

3. Contractor shall prepare and submit to Engineer a Best Management Practices Plan (BMPP). A sample BMPP is included in Appendix "C" of Specifications, which includes a BMP layout map and a list of BMPs to be used on-site during the duration of Project.

4. Inspect Project Site(s) and any Laydown Area(s) prior to storm event predictions to ensure that BMPs are properly installed. Inspect Project Site(s) and any Laydown Area(s) during and after each significant storm event where surface runoff is observed to maintain and repair damaged BMPs.

5. To purchase a copy of the California Stormwater Best Management Practices Handbook, visit https://www.casqa.org/resources/bmp-handbooks/construction.

1.9 FEDERAL RAILWAY ADMINISTRATION (FRA) AND PUBLIC UTILITY COMMISSION (PUC) RAILROAD SAFETY REQUIREMENTS

A. Contractor shall qualify employees to perform Work within railroad right of way as required by FRA regulations. Refer to COORDINATION Section for additional requirements.

B. Railroad flag persons for Work shall be present at all times where Work is occurring within 20 feet of the nearest railroad track. Refer to COORDINATION Section for additional requirements.

C. Clear a safe toe path to existing live railroad track after each workday in conformance with Public Utility Commission General Order No. 118.

1.10 MARINE TERMINAL SECURITY

A. Comply with facility operator's (tenant's) security measures pursuant to 33 CFR, Chapter 1, Part 105, Maritime Security: Facilities, including, but not limited to, gate access, vehicle loading and unloading, maintaining fences, and access to restricted areas within the terminal.

1. Contractor shall comply with terminal's approved Facility Security Plan with regards to Transportation Workers Identification Credential (TWIC) program. Provide sufficient number of TWIC-credentialed individuals such that Work can be performed without escorts provided by the terminal and be in compliance with U.S. Coast Guard Maritime Security Regulations.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Procedures for ensuring optimal diversion of construction and demolition waste generated by Project and documentation procedures for tracking waste generation and diversion.

1. Project shall promote City's sustainable building efforts by creating a resource-efficient and environmentally sensitive Project and maintaining optimum control of Construction and Demolition (C&D) waste generated during Project.

2. Project shall use products with post-consumer recycled content to the greatest extent feasible. Refer to California Department of Resources Recycling and Recovery's (CalRecycle's) website for information about recycled content construction products.

1.2 ABBREVIATIONS

A. CalMAX: California Materials Exchange

B. CalRecycle: California Department of Resources Recycling and Recovery

C. C&D: Construction and Demolition

D. CCR: California Code of Regulations

E. CDRG: Construction and Demolition Recycling Guide

F. LEA: Local Enforcement Agency

G. SWDD Report: Solid Waste Diversion and Disposal Report

H. WMP: Waste Management Plan

1.3 DEFINITIONS

A. Certified C&D Waste Processing Facility or Certified C&D Waste Processor: A solid waste processing facility that accepts loads of C&D waste for the purpose of recovering re-usable and recyclable materials and disposing of the non-recyclable residual material. A Certified C&D Waste Processing Facility has been certified by City of Los Angeles (City) Bureau of Sanitation to have a facility specific recycling rate for C&D waste. For information on becoming a certified C&D waste processor, refer to: https://www.lacitysan.org/san/faces/home/portal/s-lsh-wwd/s-lsh-wwd-s/s-lsh-wwd-s-r/s-lsh-wwd-s-r-cdr?_adf.ctrl-state=1d5d9u35ny_1&_afrLoop=4798033367694392&_afrWindowMode=0&_afrWindowId=null#!%40%40%3F_afrWindowId%3Dnull%26_afrLoop%3D4798033367694392%26_afrWindowMode%3D0%26_adf.ctrl-state%3D1d5d9u35ny_5. See CDRG for information on the current list of certified processors and recycling facilities.

B. Class III Landfill: A landfill that accepts non-hazardous solid waste such as household, commercial, and industrial solid waste. A Class III landfill is regulated by LEA and shall have a CalRecycle solid waste facilities permit.

C. Construction and Demolition Recycling Guide (CDRG): A publication by City of Los Angeles Department of Public Works, Bureau of Sanitation, Solid Resources Citywide Recycling Division. CDRG can be found at: https://www.lacitysan.org/cs/groups/pressrelease/documents/document/y250/mdgy/~edisp/cnt082545.pdf.

D. C&D Waste or Mixed C&D Waste or C&D Debris or Mixed C&D Debris: Solid waste and recyclable materials, and building materials from construction, deconstruction, remodeling, repair, or demolition of buildings and other structures, do not contain hazardous waste (as defined in CCR Title 22, Section 66261.3, et seq.), and contain no more than 1 percent putrescible wastes by volume, calculated on a monthly basis. C&D waste includes, but is not limited to: asphalt, concrete, Portland cement, brick, lumber, drywall, roofing material, ceramic tile, pipe, glass, carpet, and associated packaging.

E. Deconstruction: The process of taking apart a structure with the primary goal of preserving the value of useful building materials, so that they may be reused or recycled.

F. Disposal: Acceptance of solid waste at a legally operating facility for the purpose of landfilling.

G. Diversion: Activities that result in reducing the amount of solid waste disposed at a landfill. This can include source reduction activities, composting, recycling, and reuse.

H. Inert Backfill Site: A location, other than inert fill or other disposal facility, to which inert debris is taken for the purpose of filling an excavation, shoring, or another soils engineering operation.

I. Inert Debris: Solid waste and recyclable materials that are source separated or separated for reuse and do not contain hazardous waste (as defined in CCR, Title 22, Section 66261.3 et seq.) or soluble pollutants at concentrations in excess of applicable water quality. Inert debris may not contain any putrescible wastes. Inert debris includes but is not limited to concrete, asphalt, crushed glass, fiberglass, asphalt or fiberglass roofing shingles, brick, slag, ceramics, plaster, clay, and clay products.

J. Inert Debris Engineered Fill Operation (IDEFO): An activity exceeding 1 year in duration in which only the following inert debris may be used: fully cured asphalt, uncontaminated concrete (including steel reinforcing rods embedded in the concrete), crushed glass, brick, ceramics, clay and clay products, which may be mixed with rock and soil. Those materials are spread on land in lifts and compacted under controlled conditions to achieve a uniform and dense mass which is capable of supporting structural loading, as necessary, or supporting other uses such as recreation, agriculture, and open space in order to provide land that is appropriate for an end use consistent with approved local general and specific plans (e.g. roads, building sites, or other improvements) where an engineered fill is required to facilitate productive use(s) of the land.

K. Non-Permitted Solid Waste Hauler: A company that does not possess a valid and current solid waste from individuals or businesses in City of Los Angeles.

L. Permitted Solid Waste Hauler: A company that possesses a valid and current solid waste hauler permit from City of Los Angeles to collect and transport solid waste from individuals or businesses in City of Los Angeles. Refer to: https://www.lacitysan.org/san/faces/wcnav_externalId/s-lsh-wwd-s-c-whp?_adf.ctrl-state=jir2v5wty_2037&_afrLoop=14808459037152891&_afrWindowMode=0&_afrWindowId=null#!%40%40%3F_afrWindowId%3Dnull%26_afrLoop%3D14808459037152891%26_afrWindowMode%3D0%26_adf.ctrl-state%3Djir2v5wty_2041.

M. Recycling: The process of collecting, sorting, cleansing, treating, and reconstituting materials that would otherwise become solid waste, and returning them to the economic mainstream in the form of raw material for new, reused, or reconstituted products that meet the quality standards necessary to be used in the marketplace.

1. On-site Recycling: Materials that are sorted and processed for use in an altered form in Project, (e.g. concrete is crushed for use as base for a parking lot on Project Site).

2. Off-site Recycling: Source-separated materials hauled to another location and used in an altered form in the manufacture of a new product.

N. Recycling Facility: An operation that can legally accept materials for the purpose of processing the materials into an altered form for the manufacture of a new product. Depending on the types of materials accepted and operating procedures, a recycling facility may or may not be required to have a Solid Waste Facilities permit from CalRecycle or be regulated by LEA.

O. Reuse: Materials that are recovered for use in the same form. This includes materials that are reused on-site or off-site.

P. Salvage: Materials recovered for reuse or sale or donation to a third party.

Q. Source Reduction: Any action causing a net reduction in the generation of solid waste. Source reduction includes, but is not limited to, reducing the use of non-recyclable materials, replacing disposable materials and products with reusable materials and products, reducing packaging, and reducing the amount of yard waste generated.

R. Source-Separated Materials (Construction and Demolition Waste): Material that is sorted at the site of generation by individual material type for the purpose of reuse or recycling, i.e., loads of concrete that are source-separated for delivery to an inert debris recycling facility to be crushed into road base material. Note: Contractor may be able to save money on collection fees for source-separated material. Source-separated material is not subject to City's 10 percent AB 939 fee.

S. Solid Waste: Shall mean waste that CalRecycle has deemed acceptable for disposal at a Class III Landfill and shall not include source-separated material.

T. Transfer Station: A facility that can legally accept solid waste for the purpose of temporarily storing the materials for re-loading onto other trucks and transporting them to a landfill for disposal or recovering some materials for reuse or recycling. Transfer stations shall be permitted by CalRecycle and regulated by LEA.

U. Solid Waste Hauler or Waste Hauler: Shall mean any person engaged in the business of providing or responsible for the collection, removal, or transportation of Solid Waste, Construction and Demolition Waste, Source-Separated Materials.

V. Solid Waste Hauler Permit, Waste Hauler Permit, or AB 939 Compliance Permit: Persons who collect, remove, or transport Solid Waste, including Construction and Demolition Waste, Source-Separated Materials or co-mingled recyclables, generated with City, shall obtain, in addition to other required permits, and AB 939 Compliance Permit from City of Los Angeles, Department of Public Works Bureau of Sanitation.

1.4 DIVERSION REQUIREMENTS

A. Each construction or demolition Project shall reuse or recycle a minimum of 80 percent of the inert debris and 65 percent of the remaining construction and demolition waste generated by Project.

B. Each construction or demolition Project shall dispose of construction and demolition waste generated from Project in conformance with City's C&D Waste Recycling Ordinance (Ordinance No. 181519). Los Angeles Municipal Code requires that mixed C&D waste generated within City of Los Angeles be taken to a City Certified C&D Waste Processing Facility and source separated C&D waste be taken to a recycling facility or City Certified C&D Waste Processing Facility. Further, C&D waste can only be legally collected, removed, or transported by City of Los Angeles Permitted Solid Waste Haulers. If Contractor plans on collecting, removing, or transporting its own waste, Contractor shall first apply for and obtain a Solid Waste Hauler Permit from Solid Resources Citywide Recycling Division (SRCRD) of the Bureau of Sanitation.

C. Failure to meet the C&D waste recycling requirements as detailed in Paragraphs 1.4 A and B of this Article shall result in the assessment of penalties up to $5,000 per each load of mixed C&D waste not taken to City Certified C&D Waste Processing Facility. Further, collecting, removing, or transporting C&D waste within City without a valid Solid Waste Hauler Permit is a criminal misdemeanor subject to fines and/or imprisonment.

1.5 SUBMITTALS

A. Waste Management Plan (WMP): Conduct a Project Site assessment and estimate the types and quantities of materials, generated during Project, that are anticipated for on-site or off-site processing, recycling, or reuse.

1. Not more than 10 working days after Notice to Proceed, submit to Engineer a written WMP, Attachment A, based on forms in Appendix "D" of Specifications. The plan shall show a minimum 80 percent recycling for inert debris expected from Project and 65 percent recycling for the remaining C&D waste expected from Project. Submit the plan in the format as shown on Attachment A provided in Appendix "D" of Specifications. Instructions for filling out the form are in Attachment A, Instruction Sheet for Waste Management Plan included in Appendix "D" of Specifications. Work shall not begin until Engineer approves WMP for Project.

2. If Contractor expects a circumstance that Contractor believes makes it infeasible to comply with the Diversion Requirement, Contractor may submit a written request for an exemption at the time WMP is submitted. If the exemption request is not approved by Engineer, revise and resubmit a WMP.

3. if City determines that it is infeasible for Contractor to meet Diversion Requirement due to unique circumstances, City shall determine the maximum feasible diversion rate for each material and shall indicate this rate on WMP submitted by Contractor. City shall return a copy of WMP to Contractor marked "Approved for Infeasible Exemption". Contractor shall be required to meet the maximum feasible diversion rates as approved by City. If Contractor fails to meet revised rates, Contractor shall be subject to the stipulated penalties. Exempt Projects are required to keep and submit documentation for Project. This includes receipts, WMP, SWDD Reports, and supporting documentation as required in this Section.

4. City's approval of Contractor's WMP shall not otherwise relieve Contractor of responsibility for adequate and continuing control of pollutants and other environmental protection measures.

B. Solid Waste Diversion and Disposal Report (SWDD Report): One week prior to the first of every month, and prior to Engineer's monthly progress estimate for payment, Contractor shall prepare and submit to Engineer a written SWDD Report quantifying material generated, diverted, and disposed in Project during the time period covered by SWDD Report and progress payment. Part 3 of each SWDD Report is a cumulative history of the diversion and disposal for Project. Submit the report in the format provided in Attachment B included in Appendix "D" of Specifications. Failure to submit the report and the supporting documentation shall render the application for progress payment incomplete and delay payment until the proper documentation is submitted. The supporting documentation includes manifests, weight tickets, receipts, reports, invoices, and other supporting documents specifically identifying the projects, the recyclables and solid waste generated by Project, and where the material was sent. Instructions for filling out the forms are in Attachment B, Instruction Sheet for Solid Waste Diversion & Disposal Report included in Appendix "D" of Specifications. Together, all of the SWDD Reports shall cover the complete time period of Project. The final SWDD Report and supporting documentation shall be submitted within 30 Calendar Days of substantial completion of Project but before Affidavits of Completion are submitted.

C. Substitutions: Should Contractor desire to use materials, equipment, or products that meet the requirements of these specifications but are more environmentally responsive, Contractor shall submit these substitutions in conformance with Proprietary Names and Substitutions Subsection of GENERAL CONDITIONS Section.

1.6 PENALTY

A. If the diversion requirement has not been met, a per ton penalty shall be applied to the disposed material over that allowed in approved WMP.

B. The penalty shall be calculated as follows: Tons over that allowed in the approved WMP times the per-ton penalty in effect at the time Contract was awarded. The penalty may not exceed the total payment retention for Project.

C. Tons of mixed C&D waste either not hauled to City Certified C&D Waste Processing Facilities or hauled by non-permitted waste haulers shall be assessed a per-ton penalty. The penalty may not exceed the total payment retention for Project.

D. The penalty is $100 per ton.

E. The recommended penalty shall be determined by Bureau of Contract Administration and Bureau of Sanitation and shall be considered by Board of Harbor Commissioners at the time of Project closeout.

1.7 WASTE MANAGEMENT PLAN SUBMITTAL MEETING

A. On or about 5 working days after Notice to Proceed, Engineer shall schedule and attend a meeting with Contractor to discuss the proposed WMP submittal. This meeting shall be held to allow Department and Contractor an opportunity to develop a mutual understanding regarding the recycling and reuse requirements and programs.

1.8 REUSE, SALVAGE, AND RECYCLING OPTIONS

A. Construction projects shall make use of as many reuse and salvage options as is feasible. One option is CalMAX, a free program sponsored by CalRecycle. The most recent issues of CDRG, contains contact information for non-profit organizations, salvage facilities, and other reuse organizations.

B. Recycling shall include both on-site and off-site recycling of source-separated materials, as well as mixed C&D waste recycling efforts.

C. On-site recycling programs shall produce a quality product to meet Specifications identified in Contract Documents, subject to approval. Estimate the amount of material to be used in Project and include a program for off-site recycling of any excess material that cannot be used in Project.

D. Develop and implement a program to include source separation of solid waste, to the greatest extent feasible, of the following types:

1. Asphalt

2. Concrete, concrete block, slump stone (decorative concrete block)

3. Rock

4. Wood (lumber)

5. Green material (i.e. tree trimmings)

6. Other materials, as appropriate, such as red clay brick, building fixtures, architectural details, drywall, carpet, carpet padding, and corrugated cardboard.

E. Mixed C&D Waste Recycling: Develop and implement a program to transport commingled construction and demolition materials that cannot be feasibly source-separated to Certified C&D Waste Processing Facility.

F. Certified C&D Waste Processing Facility: These facilities have facility recycling rates, established by City of Los Angeles for mixed C&D waste. Mixed C&D waste taken to these facilities are considered to have been recycled at the rate of the certified processing facility. For example, 100 tons of material taken to a facility with an 80 percent recycling rate results in 80 tons of recycling and 20 tons of disposal for Project. A list of these facilities and their recycling rates is in the most recent issue of CDRG.

G. Recycling, Reuse, Mixed C&D Waste Processing, and Salvage Facilities: CDRG is incorporated in this Section by reference and contains information about processing, recycling, reuse, and salvage facilities.

H. Revenue: Revenue or savings obtained from recycled, reused, or salvaged materials shall accrue to Contractor unless otherwise noted in Contract Documents. Note: Contractor may be able to save money on collection fees for source-separated material. Source-separated material is not subject to City's 10 percent AB 939 fee.

I. AB 939 Fee: AB 939 fee is assessed on solid waste hauled within City of Los Angeles in conformance with Section 66.32 of Los Angeles Municipal Code.

1. Solid waste haulers hauling material from City of Los Angeles locations must be permitted in conformance with Section 66.32 of City of Los Angeles Municipal Code.

2. Source-separated material is not assessed this fee.

1.9 HAULING AND DISPOSAL OPERATIONS

A. Hauling: Arrange the collection and hauling of C&D waste by a solid waste hauler that is permitted by City of Los Angeles in conformance with Section 66.32 of Los Angeles Municipal Code.

B. Recycling and Processing Facilities: Transport C&D waste to recycling or processing facilities. Contractor shall be familiar with the requirements for acceptance of C&D waste at the recycling and processing facilities before the material is delivered. The most recent issue of CDRG, includes a partial list of these facilities. Always call facilities in advance.

C. Disposal Facilities: Transport C&D waste that cannot be accepted at a recycling or processing facility, to a transfer station or disposal facility that can legally accept the materials for the purpose of disposal. A load of C&D waste may be taken to a disposal facility only after it has been rejected by 2 different certified processing facilities and the driver is in possession of both rejection slips. The rejection slips and the weight ticket from the final destination shall be kept together and submitted to Contractor and copy furnished to Engineer.

D. Project Site Disposal: Do not burn, bury, or otherwise dispose of solid waste on the Project Site.

PART 2 – PRODUCTS - NOT USED

PART 3 – EXECUTION - NOT USED

END OF SECTION

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Procedures and requirements for preparation and submittal of "As-Built" set of Record Documents including, but not limited to, Drawings and Specifications utilizing Bluebeam Revu Core Annual Subscriptions and AutoCAD.

1.2 SUBMITTALS

A. Engineer's approval of the up-to-date status of Record Documents is a prerequisite for the approval of requests for progress payments.

B. Submit the final Record Documents, consisting of marked up Drawings, Specifications, and additional drawings, to Engineer in digital and paper formats for approval upon completion of Project and prior to submitting Affidavit of Completion.

C. Project Record Documents shall be updated daily for review and approval and shall consist of marked up Drawings and Specifications utilizing Bluebeam. Submit the final Record Documents, consisting of marked up Drawings, Specifications, and additional drawings to Engineer in Bluebeam and AutoCAD for approval upon completion of Project and prior to submitting Affidavit of Completion.

1.3 DESCRIPTION - PROJECT SET RECORD DOCUMENTS

A. Following Award of Contract, secure from Engineer (at no charge) 1 complete set of “As Bid” Drawings and conformed Specifications to be the basis of Project Set Record Documents.

B. Provide 3 Bluebeam Revu Core Annual Subscriptions for Department for the duration of Contract Time and for an additional 6 months.

C. Engineer shall create and manage a Bluebeam Revu Studio Session. Contractor shall make entries to project record documents within the Bluebeam Revu Studio Session. Contractor shall coordinate with Engineer for a list of Revu attendees.

D. Following Award of Contract, Engineer shall provide a complete set of "As Bid" Drawings and conformed Specifications in digital portable document format (PDF) via Bluebeam Revu Studio Session and full size hard-copy format to be the basis of Project Set Project Record Documents.

E. Project Set Record Documents shall be identified with the title "RECORD DOCUMENTS - PROJECT SET". Project Set shall be used for no purpose other than the entry of data and review by Engineer.

1.4 ENTRIES ON JOB SET

A. The following entries shall be made on Bluebeam:

1. Enter changes on Drawings and Specifications, as applicable.

2. Describe and date changes by note and graphic line. Emphasize entry by a "cloud" around the affected area or areas. In the event of overlapping changes, different colors may be used for each change.

3. Include changes clearly marked on Drawings from sources, including responses to Requests for Information (RFIs), product substitutions, and delta revision changes transmitted from Engineer.

4. Note authority and reason for each change.

5. Reference change on any other affected sheets.

6. Enter make and model of equipment installed in the Project.

7. Maintain record documents "as-current" continually and available for examination by Engineer, upon request.

B. The following entries shall be made on AutoCAD and shall include hard-copy and electronic AutoCAD files of "As-Builts":

1. Note actual location (dimension, elevations, depths, stations) of substructures constructed (including pile tip elevation, sewer wyes and laterals, utility stubouts, and Work shown schematically) and existing substructures encountered during construction. Call for survey to determine as-built alignment and elevation as required before concealing Work.

1.5 CONVERSION OF SCHEMATIC LAYOUTS TO AS-BUILT DRAWINGS

A. Where Work is shown on Drawings by use of a schematic diagram, supplement the diagram or provide a new drawing, in a manner approved by Engineer, to show the actual dimensioned locations, elevations, and details of Work.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Basic site materials, methods, and requirements to locate, protect, repair, remove, replace, and dispose of existing surface and subsurface conditions and improvements at Project Site(s), including existing utilities, structures, and substructures.

B. Basic materials and methods common to new Project Site construction.

1.2 RELATED SECTIONS

A. Section 02 41 13 - Selective Site Demolition

1.3 PRICE AND PAYMENT PROCEDURES

A. Measurement and Payment:

1. Payment for Work of this Section shall be paid under the corresponding bid items of Bid Proposal Line Items.

1.4 REFERENCES

A. Reference Specifications (RS):

Section 201 - Concrete, Mortar, and Related Materials

Section 306 - Open Trench Conduit Construction

Subsection 306-3.3 - Removal and Abandonment of Existing Conduits and Structures

Section 401 - Removal

Subsection 401-2 - Asphalt Concrete Pavement

Subsection 401-3.1 - Concrete Pavement

1.5 EXISTING SUBSURFACE CONDITIONS

A. Locations of existing pipelines, utilities, and substructures shown on Drawings are approximate only.

B. Keep existing services and facilities in operation except when Engineer permits shutdown in writing, and then only after temporary services have been provided.

C. Refer to SITE CONDITIONS Section for additional requirements.

PART 2 - PRODUCTS - NOT USED

PART 3 – EXECUTION

3.1 VERIFICATION OF SITE CONDITIONS

A. Notify Underground Service Alert 2 working days prior to commencing demolition, excavating, trenching, drilling, or similar underground Work.

B. Contact owners of existing lines and substructures that may interfere with Work.

C. Determine and mark locations of substructures not marked by owners. In addition to the substructure information shown on Drawings, maps and reference drawings showing record locations of substructures are available for review in the office of Engineer. Refer to CONTRACT DOCUMENTS Section for reference drawing numbers. Department neither belongs to Underground Service Alert nor participates in its activities. Department does not mark substructures in the field.

D. Hand-dig excavations to design depths where alignments shown on Drawings occur within 5 feet radially of existing utilities. Hand-dig until the existing utility is located.

3.2 PROTECTION OF EXISTING FACILITIES

A. Protect existing facilities adjacent to Work to avoid damage. Repair or replace existing structures and improvements located above or below ground which are damaged or removed as a result of Contractor's operations wherever such existing improvements are not specifically designated to be permanently removed. Structures to protect and repair include, but are not limited to, asphalt concrete and concrete pavement, pipelines, wires, cables, electrical pull boxes, conduits, vaults, and maintenance holes. Repairs and replacements shall be made at Contractor’s sole cost and expense and shall be equal to existing improvements and shall match existing in finish and dimension.

1. Replacement asphalt concrete pavement shall be 1 inch greater in thickness than the existing pavement that was removed.

2. Damaged Pipelines:

a. Replace damaged pipeline section(s) up to and including the joints at the end of the damaged section(s).

b. Replace damaged joint materials.

B. Place barricades and install warning lights around excavations.

C. Exercise extreme caution when working in the vicinity of existing power poles and light poles designated to remain. Support Department of Water and Power and other utilities' poles and guy wires as occur adjacent to excavations in conformance with the requirements of the utility owning the pole.

3.3 INTERFERING SUBSTRUCTURES

A. Consult Engineer immediately for directions whenever substructures not shown on Drawings interfere with or affect Work. Contractor shall propose means and methods to Engineer to deal with the interferences. Engineer shall make final decision on method of correction or protection to be used.

1. If interfering substructures must be removed, the following shall be done before removing or cutting the substructures:

a. Tap the line and determine if the line contains any kind of liquid or gaseous material.

b. If storm drain or sewer lines are empty or filled with concrete or mud slurry, lines may be cut, removed, and capped or plugged, in conformance with RS Subsection 306-3.3.

c. Test conductors in conduits appearing to be abandoned and verify that conductors are de-energized. Remove de-energized conductors. Report energized conductors to Engineer and cease removal Work until Engineer authorizes Work to resume.

d. Consult Engineer for methods of handling other substructures.

e. Notify Engineer to identify contents of unknown line if it is found to contain liquid or gaseous material. Remove contents and dispose in conformance with applicable regulations. Such Work shall be considered a Change in Work and payment shall be determined in conformance with GENERAL CONDITIONS Section.

f. Test pipeline coatings for asbestos-containing materials (ACM) or other toxic substances. Remove, handle, and dispose of hazardous pipeline coatings in conformance with applicable regulations. Such Work shall be considered a Change in Work and payment shall be determined in conformance with GENERAL CONDITIONS Section. A description of Work shall be submitted to Engineer when Work is complete.

2. Evacuated lines or remaining portions of abandoned lines shall be capped or removed as described in this Article for empty lines.

3.4 OWNERSHIP AND DISPOSAL

A. Asphalt concrete and other bituminous pavement, concrete rubble, unreinforced concrete, rocks, concrete masonry, and reinforced concrete demolished at Project Site(s) shall become property of Contractor and shall be recycled in conformance with Contractor's Waste Management Plan (WMP) as described in CONSTRUCTION AND DEMOLITION WASTE MANAGEMENT Section of Specifications.

1. The following materials shall be disposed of as specified in Paragraph 3.4B of this Article: Bricks; concrete-filled steel posts; heavily reinforced concrete items, such as concrete piles, concrete railroad ties, creosote-contaminated asphalt concrete cold millings from between railroad tracks with timber ties, and wire-mesh-reinforced concrete.

B. Materials to be removed other than those shown on Drawings to remain or be salvaged, or listed in Salvage Article of SELECTIVE SITE DEMOLITION Section, shall become the property of Contractor and shall be disposed of off Department property in conformance with Contractor’s Waste Management Plan.

3.5 MAINTENANCE AND REPAIR

A. Unpaved access roads servicing Project may become unstable during rainy weather. Maintain unpaved access roads to allow passage of Contractor’s as well as Department’s trucks and passenger vehicles at Contractor’s sole cost and expense.

B. Maintain continuity and integrity of permanent fences and temporary construction fences. Immediately replace fence sections damaged or missing during construction prior to close of the regular working day upon which damage occurred.

END OF SECTION

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Selective demolition and removal Work including disposal but not limited to the following:

1. Chain-link fencing and related footings removals

2. Guard posts and related footings removals

B. Develop waste management plan in conformance with CONSTRUCTION AND DEMOLITION WASTE MANAGEMENT Section.

1.2 RELATED SECTIONS

A. Section 02 00 01 - Basic Site Materials and Methods

1.3 PRICE AND PAYMENT PROCEDURES

A. Measurement and Payment:

1. Payment for Work of this Section shall be paid under the corresponding bid items of Bid Proposal Line Items.

1.4 REFERENCES

A. 29 CFR 1926.200 - Accident prevention signs and tags.

B. ANSI Z535.5 - Safety Tags and Barricade Tapes (for Temporary Hazards).

C. Reference Specifications (RS):

Section 306 - Open Trench Conduit Construction

1.5 SUBMITTALS

A. Procedures, equipment to be used, and operational sequences.

B. Submit prior to start of Work photographs of existing damage to structures adjacent to but not a part of Work where such damage could be misconstrued as caused by Contractor.

1.6 TRAFFIC MAINTENANCE

A. Refer to REGULATORY REQUIREMENTS Section.

1.7 SALVAGE

A. No on-site sale of salvage shall be allowed. No removals shall be made from Project Site(s) by any person other than Contractor or employees of Contractor.

B. Refer also to CONSTRUCTION AND DEMOLITION WASTE MANAGEMENT Section for other requirements.

1.8 ENVIRONMENTAL REQUIREMENTS

A. Refer to REGULATORY REQUIREMENTS and COORDINATION Sections for South Coast Air Quality Management District (SCAQMD) notification and permit requirements.

PART 2 - PRODUCTS

2.1 BACKFILL MATERIALS

A. Fill, where required for backfill of voids, shall be in conformance with BASIC SITE MATERIALS AND METHODS Section.

PART 3 - EXECUTION

3.1 DEMOLITION AND REMOVALS

A. Removal Work shall not exceed the limits shown on Drawings.

B. Control dust in conformance with REGULATORY REQUIREMENTS Section.

C. Items not shown on Drawings or mentioned in Specifications, which are encountered during Contractor's operations shall be brought to the attention of Engineer. Engineer shall determine the disposition of the items.

D. Obtain permission from Engineer and terminal manager, if need arises, to traverse adjacent portions of the terminal or other properties with outriggers, swinging cranes, or other heavy equipment. Refer to SITE CONDITIONS Section, Contractor’s Use of Site Article.

E. Should Contractor decide to move any large items intact off Project Site(s), Contractor shall make arrangements for permits, clearances, and utilities.

F. Remove vermin infested and harmful materials from Project Site(s). Dispose of materials in conformance with applicable health regulations to protect workers, tenants, and the public.

G. Perform demolition and removals under Engineer's inspection in conformance with applicable safety standards and requirements.

H. Burning of material on-site is prohibited.

I. No debris shall be allowed to enter harbor waters.

J. Perform pavement removals in conformance with BASIC SITE MATERIALS AND METHODS Section.

K. Repair or replace surface and subsurface improvements removed or damaged as a result of Contractor’s operations in conformance with BASIC SITE MATERIALS AND METHODS Section.

3.2 SAFETY AND PROTECTION

A. Protect existing buildings, substructures, and other improvements within and adjacent to Project Site in conformance with BASIC SITE MATERIALS AND METHODS Section.

B. Provide, erect, and maintain barriers, barricades, lighting, and guard rails as required to protect general public, workers, and adjoining properties.

C. Cease operation and notify Engineer immediately if demolition appears to endanger life, facilities, or property. Do not resume operations until safe conditions have been restored.

D. Post hazard warning signage compliant with requirements of 29 CFR 1926.200 and recommendations of ANSI Z535.5 at perimeter fence. Promptly remove signage after Engineer verifies that demolition hazards no longer exist.

E. Refer to REGULATORY REQUIREMENTS Section for additional requirements in the event that hazardous wastes are discovered.

3.3 OWNERSHIP AND DISPOSAL

A. Refer to BASIC SITE MATERIALS AND METHODS Section for requirements concerning ownership and disposal criteria for demolished materials.

3.4 BACKFILL EXCAVATIONS

A. Mechanically backfill voids in subgrade areas in conformance with BASIC SITE MATERIALS AND METHODS Section.

3.5 CONDUIT AND SUBSTRUCTURE ABANDONMENT

A. Interfering conduits and substructures not shown on Drawings shall be handled in conformance with BASIC SITE MATERIALS AND METHODS Section.

B. Seal conduits, storm drain, and sanitary sewer pipes where abandonment is required on Drawings in conformance with RS Subsection 306-3.3. Refer to Drawings for capping of other underground pipes.

3.6 TOXIC MATERIAL REMOVALS

A. Dispose of creosote, pentachlorophenol, or ACZA-containing materials, including timber power poles and railroad ties, in conformance with REGULATORY REQUIREMENTS Section. Unless indicated otherwise on Drawings or reference drawings, assume timber railroad tie spacing at 19 1/2 inches on center for existing track system embedded in asphalt concrete.

3.7 HIGH VOLTAGE POWER POLES

A. Refer to BASIC SITE MATERIALS AND METHODS Section for Work around existing power poles and light poles.

END OF SECTION

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Concrete filled steel guard posts

B. Concrete filled steel guard post protection system

C. Concrete footings

1.2 RELATED SECTIONS

A. Section 09 90 01 - Painting for Exterior Improvements

1.3 PRICE AND PAYMENT PROCEDURES

A. Measurement and Payment:

1. Payment for Work of this Section shall be paid under the corresponding bid items of Bid Proposal Line Items.

1.4 REFERENCES

A. ASTM A36/A36M - Standard Specification for Carbon Structural Steel.

B. ASTM A53/A53M - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless.

C. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.

D. Reference Specifications (RS):

Section 201 - Concrete, Mortar, and Related Materials

Subsection 201-1 - Portland Cement Concrete

1.5 QUALITY ASSURANCE

A. Welders constructing guard post protection system shall be City of Los Angeles Department of Building and Safety certified. Schedule deputy inspection with Engineer prior to any field welding.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Steel pipe shall conform to ASTM A53/A53M, welded, Grade B, plain ends, standard weight unless shown otherwise on Drawings, and galvanized in conformance with ASTM A123/A123M if galvanizing is called for on Drawings. Sizes of guard posts shall be as indicated on Drawings.

B. Steel channel for guard post protection system shall be C10x15.3 in conformance with ASTM A36/A36M or as shown on Drawings.

C. Concrete shall conform to RS Subsection 201-1, Class 560 C-3250 for fill and footing.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Set posts in concrete footings in conformance with Drawings. Fill posts with concrete and crown top. Slope concrete footing around post to drain, and steel trowel finish.

3.2 FINISH AND PROTECTION

A. Paint guard posts and protection system in conformance with PAINTING FOR EXTERIOR IMPROVEMENTS Section. Color shall be safety yellow.

END OF SECTION

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Exterior paint for:

1. Above ground water distribution systems
2. Guard posts

1.2 RELATED SECTIONS

A. Section 05 50 01 - Guard Posts

B. Section 33 10 01 - Water Distribution

1.3 PRICE AND PAYMENT PROCEDURES

A. Measurement and Payment:

1. Payment for Work of this Section shall be paid under the corresponding bid items of Bid Proposal Line Items.

1.4 REFERENCES

A. 29 CFR 1910.134 - Respiratory protection.

B. 29 CFR 1910.1000 - Air Contaminants.

C. SSPC PA Guide 10 - Guide to Safety and Health Requirements for Industrial Painting Projects.

D. SSPC-SP 6 - Commercial Blast Cleaning.

E. Reference Specifications (RS):

Subsection 210-1 - Paint

1.5 SUBMITTALS

A. Samples of Painting:

1. Color swatches 8 1/2 inches by 11 inches shall be required for each type of paint material and color. Submit swatches to Engineer for approval not less than 10 days prior to start of painting.

B. Extra Stock Materials:

1. Provide two 1-gallon paint, in original and sealed containers bearing manufacturer's label, for each type and color used for finish coats. Identify each container by color and type.

1.6 QUALITY ASSURANCE

A. Paint products and applications shall comply with South Coast Air Quality Management District (SCAQMD) regulations. The product label and/or Safety Data Sheet (SDS) shall state that the product meets requirements or manufacturer shall furnish certificate of compliance.

1.7 ENVIRONMENTAL AND HEALTH REQUIREMENTS

A. Coating Hazards:

1. Comply with the requirements of SSPC PA Guide 10.

2. Specified coatings may have potential health hazards if ingested or improperly handled. The coating manufacturer's written safety precautions shall be followed throughout mixing, applying, and curing of the coatings. During cleaning, cleanup, surface preparation, and coating application phases, ensure that employees are protected from toxic and hazardous chemical agents which exceed concentrations in 29 CFR 1910.1000. Comply with respiratory protection requirements as required in 29 CFR 1910.134 .

3. Take care to prevent fire; open containers or inflammable materials only as needed; keep rubbing cloths and oily rags in tightly closed metal container, or remove from Project Site daily. Benzene, gasoline, and distillate shall not be permitted on Project Site.

4. Do not apply coatings in unheated space during foggy or rainy weather, or under the following surface temperature conditions:

a. Less than 5 degrees Fahrenheit (F) (4 degrees Celsius (C)) above the dew point; and

b. Below 40 degrees F (4 degrees C) for oil based paints, 10 degrees F (50 degrees C) for latex paints or over 95 degrees F (35 degrees C), unless approved in writing by manufacturer's representative and quality control manager.

c. Below 32 degrees F (0 degrees C) or over 120 degrees F (49 degrees C), unless approved in writing by manufacturer's representative and quality control manager.

5. Paints shall comply with City of Los Angeles Green Building Code requirements.

a. Enter pertinent product data in VOC Content Verification Checklist form and provide product specification sheets. Make checklist and specifications available to City of Los Angeles Department of Building and Safety inspector through Engineer upon request. VOC Content Verification Checklist form can be found here: https://www.ladbs.org/docs/default-source/forms/green-building-2023/grn_2_voc_content_verification_checklist-01.17.23.pdf?sfvrsn=19f4c153_10

1.8 DELIVERY, STORAGE, AND HANDLING

A. Deliver in factory sealed containers with labels intact, in conformance with RS Subsection 210-1.

B. Store in conformance with manufacturer's written instructions for paint shelf life, including, but not limited to, protection from temperature extremes.

C. Obtain Engineer's approval of materials before containers are opened.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Paint products used in the coating systems shall be from the same manufacturer.

B. Paints shall comply with City of Los Angeles Green Building Code requirements.

C. The products listed are to be produced and supplied by Dunn-Edwards Paints.

1. Ungalvanized Ferrous Metals:

First Coat	BRPROO Bloc-Rust Primer
Second Coat	EVSH60 Evershield Gloss Enamel
Third Coat	EVSH60 Evershield Gloss Enamel

2. Galvanized Metals:

Pretreatment	Metal Clean & Etch by Krud Kutter/ Rust-Oleum
First Coat	ULGM00-WH Ultrashield Galvanized Metal Primer
Second Coat	EVSH60 Evershield Gloss Enamel
Third Coat	EVSH60 Evershield Gloss Enamel

3. Wood:

First Coat	EZPR00 EZ-Prime Premium
Second Coat	EVSH50 Evershield Semi-Gloss
Third Coat	EVSH50 Evershield Semi-Gloss

4. Concrete:

First Coat	ESSL00 EFF-STOP Select
Second Coat	ACHS10 ACRI-HUES Exterior Acrylic Flat
Third Coat	ACHS10 ACRI-HUES Exterior Acrylic Flat

PART 3 - EXECUTION

3.1 SURFACE PREPARATION-UNGALVANIZED METALS

A. Clean surfaces to be painted by No. 6 Commercial Blast Cleaning in conformance with SSPC-SP 6.

3.2 SURFACE PREPARATION-GALVANIZED METALS

A. Clean galvanized metals in conformance with written instructions of pretreatment wash manufacturer, then apply pretreatment wash.

B. Blast lightly with fine abrasive or organic media (walnut shells) at 45 degree angle (profile only, do not remove zinc coating).

3.3 APPLICATION

A. Surfaces to be painted shall be approved by Engineer prior to painting.

B. Do not use paints with coarse particles, skins, and indications of color instability.

C. Protect surfaces not designated to receive paint.

D. Apply paint in uniform thickness and Work into joints in conformance with manufacturer's written instructions.

E. Surfaces shall be dry during painting. No painting shall be done in damp weather unless surfaces to be painted are kept dry.

F. Paint shall be dry before applying succeeding coats.

G. Color schedule (if any) shall be in accordance with Drawings and applicable Specification Sections and shall be approved by Engineer prior to painting.

1. Refer to GUARD POSTS and WATER DISTRIBUTION Sections for color selections for those improvements.

H. Paint showing signs of blistering, spotting, uneven coating, or sagging shall be rejected.

I. Steel items that are to be encased or partially encased in concrete shall be painted with complete coating system before being encased.

J. Do not apply second and third coats until previous coat has been approved by Engineer.

K. Electrical panels shall be touched-up in conformance with manufacturer's written instructions to match original color and type of paint.

3.4 COATING THICKNESSES

A. First Coat: (Prime coat): 1.5 to 2.5 mils in dry film thickness.

B. Second Coat: 1.5 to 2.0 mils in dry film thickness.

C. Third Coat: 1.5 to 2.0 mils in dry film thickness.

3.5 CLEANING AND PROTECTION

A. Cleaning: Remove from Project Site discarded paint materials, rubbish, cans, and rags at end of each day.

B. Upon completion of painting Work, clean overspray off of adjacent surfaces. Remove overspray by proper methods of washing and scraping, taking care not to scratch or otherwise damage adjacent finished surfaces.

C. Protection: Protect Work of other trades and existing adjacent surfaces,whether to be painted or not, against damage by painting and finishing Work. Correct any damage by cleaning, repairing or replacing, and repainting, as acceptable to Engineer.

1. Place "Wet Paint" signs as required to warn passersby of newly-painted finishes.

2. Touch-up and restore damaged or defaced painted surfaces before final inspection.

3. Remove temporary protective wrappings for protection of adjacent Work after completion of painting operations.

END OF SECTION

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Basic electrical materials, methods, and requirements to perform electrical Work

1.2 RELATED SECTIONS

A. Section 02 00 01 - Basic Site Materials and Methods

B. Section 26 05 21 - 600 Volt or Less Rated Wiring System

C. Section 26 05 42 - PVC Conduit

1.3 PRICE AND PAYMENT PROCEDURES

A. Measurement and Payment:

1. Payment for Work of this Section shall be paid under the corresponding bid items of Bid Proposal Line Items.

1.4 SUBMITTALS

A. Complete list of materials and equipment proposed for use in Project prior to purchase and installation of materials or equipment.

1. Submittals shall include manufacturer's names and material descriptions or equipment identification such as styles, types, and catalog numbers. Submittal data shall show published ratings or capacity data, detailed equipment drawing for fabricated items, panel diagrams, wiring diagrams, installation instructions, and other pertinent data. Where literature is submitted covering a group or series of similar items, clearly indicate or identify the applicable items. Drawings shall be drawn to scale indicating exact dimensions.

2. Submit in both hard copy and electronic file formats.

B. Review of materials shall be based on the manufacturer's latest published data and such physical tests as may be performed by Department Testing Laboratory.

C. Prior to start of construction, submit to Engineer proposed equipment layout drawings for each equipment room or area containing items of equipment furnished under Division 26. Layout drawings shall consist of plan view of room, to scale, showing projected outlines of equipment, complete with dotted indication of required clearances including those needed for removal of service. Indicate location of conduit and pull boxes.

D. Operation and Maintenance Manuals: Provide 1 copy of indexed operation and maintenance manual which shall include test reports, service instructions, and renewal parts lists of equipment installed in Project. Submit in both hard copy and electronic file format.

1. Submit operation and maintenance manuals at least 30 Calendar Days before final inspection. Include the following information together with any pertinent data:

a. Renewal part numbers of replaceable items.

b. Manufacturer’s specific product data.

c. Serial numbers of principal pieces of equipment.

d. Supplier’s name, address, and phone number.

e. Final settings for breakers, relays, and control devices.

E. Submit resume of full-time quality assurance person.

F. Project Records:

1. In addition to the requirements of PROJECT RECORD DOCUMENTS Section, the make and model of equipment installed in Project shall be indicated on Project Record Drawings.

1.5 QUALITY ASSURANCE

A. Provide at Project Site(s), a full time quality assurance person with minimum 5 years of electrical construction experience. This person shall lay out on plans the installation of electrical equipment, conduit alignments, terminations, wiring, and Work pertaining to electrical construction, which shall be used by the electricians for field installations.

B. Jobsite Workers:

1. Apprentices and Journey Level Electricians:

a. Apprentices shall be registered in a State of California approved apprenticeship program.

b. The use of Journey level electricians shall comply with State of California labor laws.

2. Project Workforce for Compliance with Electrical Safety Policy:

a. 70 percent of Journey Level electricians shall be graduates of a State of California Approved Electrical Apprenticeship Program.

b. 20 percent of Project Site(s) electrical workers shall be Occupational Safety and Health Administration (OSHA) 10-hour General Industry Safety And Health certified.

c. At least 1 Project Site electrical worker shall be OSHA 30-hour General Industry Safety And Health Certified.

d. The workforce ratios indicated in Quality Assurance Article, Jobsite Workers Paragraph, subparagraphs 2a through c shall be determined by verifying the workforce composition on a daily basis.

3. Contractor shall complete Electrical Safety Policy-Implementation Plan form, located in Appendix "E" of Specifications and submit at the time required in NOTICE INVITING BIDS Section.

4. Prior to start of electrical Work, Contractor or subcontractor shall provide proof of compliance to Inspector.

5. Contractor shall continue to monitor and comply with Jobsite Workers Paragraph of this Article requirements for the duration of Contract. Electrical Work may be terminated at any time Contractor is found to be out of compliance.

1.6 MAINTENANCE

A. Spare Parts: Deliver the following spare parts to Engineer and obtain receipts. Submit at same time as operating instructions.

1. Spare fuses: 2 sets for each size combination fused breaker.

2. Spare fuses for low voltage fused switch: 2 sets for each size used on Project.

3. Spare pilot light lamps of each type used on Project(s), in quantity of 10 percent, but not less than 2 percent.

4. Overload heater elements: 2 sets for each size used on Project.

5. Spare fuses for medium voltage switches: 2 sets for each size fuse used on Project(s).

PART 2 - PRODUCTS

2.1 MATERIALS

A. Materials and equipment to be installed shall be standard cataloged products of companies regularly engaged in the manufacture of such products, Underwriters Laboratories, Incorporated (UL) listed, and meet the requirements of City of Los Angeles Electrical Code. The products shall be the latest standard designs in accordance with Drawings and unless otherwise noted.

B. Equipment and devices of the same rating shall be new, interchangeable, and of the same manufacturer. Fixtures and fittings of one classification shall be of the same manufacturer and model.

C. Materials and equipment shall have National Electrical Manufacturers Association (NEMA) NEMA 1 rating for indoor use and NEMA 3R rating for outdoor use.

2.2 NAMEPLATES

A. Furnish and install identifying and functional nameplates for the electrical fixtures and poles. Nameplates shall identify function and controlling circuits.

B. Engrave nameplates on filled metal or 2 ply laminated acrylic and hold in place by mechanical means. Galvanize mechanical fasteners with 2 ounces of hot-dipped zinc per square foot of surface. Characters shall have a minimum height of 4 millimeters for branch circuit identification and minimum of 51 millimeters for warning signs, unless a larger minimum dimension is required by Cal-OSHA or City of Los Angeles Electrical Code.

2.3 ENCLOSURES

A. Indoor: NEMA 1

B. Outdoor: NEMA 3R

C. Switch enclosures shall be clearly marked for maximum voltage, current, and horsepower rating.

2.4 NETWORK DATA COLLECTORS

A. Network data collectors shall be R900 Gateway System as manufactured by Neptune Technology Group. No substitution permitted.

B. Network data collectors shall be produced from Neptune Technology Group to match the existing water loop network in use at various terminals throughout Department.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Perform Work in conformance with City of Los Angeles Electrical Code, American Insurance Association (AIA) regulations, regulations of Industrial Safety Commission of the State of California, and any other legally constituted regulating authority having jurisdiction.

B. Install Work in conformance with NEMA 3R rating for weather resistance.

C. Locate and route new electrical conduits without penetrating through new or existing roof decks or electrical equipment roofs.

D. Exposed conduit, fittings, and straps shall be PVC coated steel conduit unless noted otherwise.

3.2 EMPTY CONDUITS

A. Provide a nylon pull tape in each empty conduit for future use. Secure tape at both ends and provide a minimum 48 inches of slack.

B. Nylon pull tape shall be a 3/8 inch width nylon pull tape. Nylon pull tape shall be permanently printed with the rated tensile strength (1,250 pounds minimum) and sequential footage markings.

C. Nylon pull tape shall be in 1 continuous length without any cuts or ties.

D. Identify each tape at the end of each line with source and destination markers.

3.3 CAPPING EMPTY CONDUITS

A. Cap underground conduits, which are to remain empty, at both ends.

3.4 REPAIR AND RESTORATION

A. Perform trench resurfacing Work as shown on Drawings and in conformance with BASIC SITE MATERIALS AND METHODS and Section.

3.5 FIELD QUALITY CONTROL

A. Tests and Inspections:

1. Compliance Tests:

a. Conduct tests at portions of the installation as may be necessary to ensure full compliance with Drawings and Specifications. Perform tests in presence of Engineer. Costs of tests shall be at sole cost and expense of Contractor. Provide instruments, equipment, labor, and materials to complete tests. Tests may be required on any item between installation of Work and end of 1 year warranty period. Should tests detect defective materials, poor workmanship, or variance with requirements of Specifications, Contractor shall make changes necessary and remedy defects at no additional cost to Department.

2. System Acceptance:

a. Notify Engineer for final inspection prior to system acceptance upon:

1) Completion of installation of systems required under Contract Documents.

2) Submission and acceptance of operating and maintenance data.

3) Completion of identification markers, tags, nameplates, directory cards, and other identification mechanisms as specified in Specifications.

b. Acceptance is contingent upon the following:

1) Completion of final review and correction of deficiencies.

2) Satisfactory completion of acceptance tests which demonstrate compliance with performance and technical requirements of Contract Documents.

3) Satisfactory completion of training program and submission of Operation and Maintenance Manuals and As-Built Drawings required by Contract Documents.

3.6 CLEANING

A. Upon completion, and at other times during the progress of Work, remove surplus materials, trash, and debris resulting from Work.

END OF SECTION

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. 600 volt or less rated copper wire, cable, and electrical system

1.2 RELATED SECTIONS

A. Section 26 00 01 - Basic Electrical Materials and Methods

B. Section 26 05 42 - PVC Conduit

1.3 PRICE AND PAYMENT PROCEDURES

A. Measurement and Payment:

1. Payment for Work of this Section shall be paid under the corresponding bid items of Bid Proposal Line Items.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Wire and Cable:

1. Provide 600 volt or less rated low voltage wire and cable with conductors of soft-drawn annealed copper. Unless otherwise noted on Drawings, 600 volt or less rated wire No. 8 AWG and larger shall be stranded and No. 10 AWG and smaller shall be solid.

2. Wire and cable insulation shall be Type THWN-2/THHN (90 degrees C wet or dry), single conductor, for general use as branch circuits and control wiring. No. 12 AWG minimum for branch circuits; No. 16 AWG minimum for control wiring, unless indicated otherwise on Drawings.

B. Connectors and Terminals:

1. For Conductors used in Systems other than Communication and Control Wiring: For connectors sizes No. 10 AWG and smaller, make splices and terminal connections using 1 or 2-piece insulated crimp-type wire joints, splices and terminals manufactured by 1 of the following:

a. Burndy LLC (Hylugs and Hylinks)

b. Ideal Industries, Incorporated (connectors, terminals, and the like.)

c. Thomas & Betts (Sta-Kons)

2. Use ring-tongue lugs on strap-screw device terminals. Do not use crimping tools not specifically designed for the application.

3. For conductor sizes No. 8 AWG and larger, make splices, taps, and terminal connections using City of Los Angeles Department of Building and Safety listed cast or machined high-conductivity copper alloy connectors of the circular clamp type with multiple socket-head cap screws manufactured by T & B, OZ Electrical Manufacturing Company, Incorporated, Types "L", "LM", "TW", "TWC", "T", "TC". Except where insulated covers are provided, fill voids and irregularities on connections with insulation putty and cover with 2 half-lapped layers of electrical insulating tape and 1 half-lapped layer of friction tape.

C. Wire Pulling Lubricants:

1. Provide wire pulling lubricants in accordance with the following schedule:

Jacket	Manufacturer and Type
Polyethylene	Burndy: Albentonite
Other (except asbestos)	Ideal: Yellow 77

D. Ties:

1. Conductor ties shall be Ty-Raps, as manufactured by Thomas & Betts.

E. Insulation Putty: Scotchfil as manufactured by 3M.

F. Insulating Tape: Scotch Super 88 as manufactured by 3M.

2.2 IDENTIFICATION

A. Color Coding:

1. Provide color coding as follows:

	Phase A	Phase B	Phase C	Neutral
240 volts and below	Black	Red	Blue	White
250 to 480 volts	Brown	Orange	Yellow	White with Tracer
Insulated Equipment Ground: Green				
Control Wiring: Purple				

2. For insulations and jackets not manufactured by the selected vendor with integral colors, use Scotch No. 35 color-coding tape on each conductor entering every bow, trough, cabinet, and wireway and at intervals not exceeding 5 feet in wireways, trench duct, and other locations where conductors are continuously accessible.

B. Conductor Identification:

1. Other than color-coding, identify conductor with panel and circuit number and additional numbering systems shown on Drawings. Identify circuits by means of numbered tape markers.

PART 3 - EXECUTION

3.1 INSTALLATION

A. General:

1. Do not pull wire or cable through box fitting or enclosure where change of raceway alignment or direction occurs.

2. Do not cut strands from conductors to fit lugs or terminals.

3. Do not bend conductors to less than recommended radius.

4. Use temporary guides, sleeves, rollers, and other hardware to protect cable from excess tension or abrasion during installation.

5. Splices are not allowed on control and communication wiring when pulling through junction boxes or pull boxes. Conductors shall be terminated only at their origination and final terminal blocks. Terminations shall be made with terminal blocks; splicing with wire nuts is not acceptable.

B. Wiring in Enclosures:

1. Form and tie conductors in panelboards, cabinets, control panels, wireways and wiring troughs, providing circuit and conductor identification, using Thomas & Betts Ty-Raps of appropriate size and type.

2. Limit spacing between ties to 15 centimeters and provide circuit and conductor identification at least once in each enclosure.

END OF SECTION

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. PVC conduit and fittings

1.2 RELATED SECTIONS

A. Section 26 00 01 - Basic Electrical Materials and Methods

B. Section 26 05 21 - 600 Volt or Less Rated Wiring System

1.3 PRICE AND PAYMENT PROCEDURES

A. Measurement and Payment:

1. Payment for Work of this Section shall be paid under the corresponding bid items of Bid Proposal Line Items.

1.4 REFERENCES

A. ASME B1.20.1 - Pipe Threads, General Purpose, Inch.

B. ASTM D1784 - Standard Classification System and Basis for Specification for Rigid Poly(Vinyl Chloride) (PVC) Compounds and Chlorinated Poly(Vinyl Chloride) (CPVC) Compounds.

C. ASTM D1785 - Standard Specification for Poly(Vinyl Chloride) (PVC) Plastic Pipe, Schedules 40, 80, and 120.

1.5 SUBMITTALS

A. Submit the following to Engineer:

1. Cut sheets for PVC conduit and fittings.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Conduit, fittings, and bends shall be of the schedules noted on Drawings, but in no case lighter than Schedule 40.

B. Conduit bends shall be of same schedule as conduit straight runs as shown on Drawings.

C. Conduit color is not important, except that conduit installed where visible shall be of the same color materials.

D. Couplings, fittings, and adapters shall be of the same materials as the conduit manufacturer.

E. Primer, solvent, sealing, and joining compounds shall be as recommended by the conduit manufacturer.

F. Conduit and fittings shall be made from clean, virgin, Type II, Grade 1, PVC resin conforming to ASTM D1784.

G. Dimensions and tolerances shall conform to requirements for rigid PVC conforming to both ASTM D1784 and ASTM D1785.

H. Each piece shall be City of Los Angeles Department of Building and Safety approved or meet requirements of a recognized testing laboratory approved by City of Los Angeles Department of Building and Safety.

I. Plastic spacers for direct burial or concrete encasement shall be of size required to fit conduit and shall be as manufactured by Carlon Products.

J. Materials shall contain labels as may be required by City of Los Angeles Electrical Code.

K. Joints between PVC and PVC or between PVC conduit and PVC-coated steel conduit shall be socket-type solvent weld or threaded fittings.

L. Minimum size of conduits shall be 3/4 inch, unless noted otherwise on Drawings.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Join PVC conduit using socket type solvent weld or threaded fittings and in conformance with manufacturer's written instructions.

B. Cut conduit square and externally chamfer approximately 10 to 15 degrees. Remove burrs and fins.

C. Exercise care not to place stress on previously made joints. Allow to set before handling according to air temperature as follows:

Air Temperature	Minimum Set Time
60 degrees to 100 degrees Fahrenheit	30 minutes
below 60 degrees Fahrenheit	60 minutes

D. Apply primer and solvent to ends in a manner such that no material is deposited on the interior surface or extruded into the interior during jointing. Excess cement on the exterior of the joint shall be wiped clean immediately after assembly.

E. Threads for plastic conduit shall be as specified in ASME B1.20.1. Install a plug in the bore to prevent distortion prior to threading.

F. Threaded fittings used for joints shall be made using Teflon tape or other approved jointing material. Solvent shall not be used with threaded fittings.

G. Protect conduit from tool damage during assembly. Vises shall have padded jaws and strap wrenches shall be used for installation of fittings and nipples.

H. Remove and replace conduit which has been nicked, scarred, or otherwise damaged at no additional cost to Department.

I. Conduit runs for direct burial or concrete encasement shall have plastic spacers spaced at not more than 5'-0" on center. Install spacers on firm bearing surfaces before backfilling or concrete encasement.

J. PVC conduit runs shall contain a grounding conductor.

K. The last 10 feet of buried conduit shall be galvanized steel conduit with PVC coating as called for on Drawings.

END OF SECTION

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Domestic water distribution systems

B. Fire suppression water service

C. Fire suppression water service shall be in conformance with City of Los Angeles Department of Water and Power (LADWP) Water Distribution Division Design Standards and Installation Requirements (DSIR) for Contractors available at: https://www.ladwp.com/engineering-standards-manual-and-standard-specifications

1.2 RELATED SECTIONS

A. Section 09 90 01 - Painting for Exterior Improvements

1.3 PRICE AND PAYMENT PROCEDURES

A. Measurement and Payment:

1. Payment for Work of this Section shall be paid under the corresponding bid items of Bid Proposal Line Items.

1.4 REFERENCES

A. ASME B16.1 - Gray Iron Pipe Flanges and Flanged Fittings: Classes 25, 125, and 250.

B. ASTM A53/A53M - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless.

C. ASTM B88 - Standard Specification for Seamless Copper Water Tube.

D. AWWA C104/A21.4 - Cement-Mortar Lining for Ductile-Iron Pipe and Fittings.

E. AWWA C110/A21.10 - Ductile-Iron and Gray-Iron Fittings.

F. AWWA C111/A21.11 - Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings.

G. AWWA C115/A21.15 - Flanged Ductile-Iron Pipe with Ductile-Iron or Gray-Iron Threaded Flanges.

H. AWWA C151/A21.51 - Ductile-Iron Pipe, Centrifugally Cast.

I. AWWA C511 - Reduced-Pressure Principle Backflow Prevention Assembly.

J. AWWA C600 - Installation of Ductile-Iron Mains and Their Appurtenances.

K. AWWA C651 - Disinfecting Water Mains.

L. Reference Specifications (RS):

Section 209 - Pressure Pipe

Subsection 209-1 - Iron Pipe and Fittings

Section 306 - Open Trench Conduit Construction

M. Standard Plan - City of Los Angeles Department of Public Works:

S-251-1 - Pipe Laying in Trenches

1.5 SUBMITTALS

A. Submit to Engineer the following:

1. Complete materials list including pipe, position indicators, backflow preventers, valves, valve boxes, fittings, thrust blocks, anchor devices, joints, fire hydrants, and appurtenances.

2. Copy of certified statements from the pipe and fitting manufacturers that the pipes and fittings are cement lined and satisfy the referenced standards.

3. Copy of the disinfection test reports.

4. Proposed schedule detailing the line segments to be tested, the methods of isolating the testing from the rest of the system, the schematic diagram of the system for pressurizing monitoring techniques showing the hydrostatic test pump, the safety relief valves, and any other equipment used for the test.

5. A test report of pressure tests on piping and equipment shall be forwarded in duplicate to Engineer. This report shall show date of test, lines tested, length of time the test pressure was held, pressure drop or rise, volume leakage, and extent of venting or repressuring.

6. As-built drawings showing the coordinates and elevations of underground tees, bends, crosses, valves, plugs, and caps.

7. Backflow preventer assemblies shall be tested in conformance with County of Los Angeles Department of Public Health requirements. Backflow Prevention Device Field Testing and Maintenance Report shall be forwarded in duplicate to Engineer. Electronic file of the report can be found at: http://www.publichealth.lacounty.gov/eh/docs/permit/backflow-prevention-device-testing-monitoring.pdf.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Pipes:

1. Store pipe in stock piles built on a flat base.

2. Keep rubber gaskets from excessive heat and free from oil and grease.

B. Store fittings, hydrants, and valves on wooden platforms above ground.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Materials shall be approved by City of Los Angeles Department of Building and Safety, City of Los Angeles Fire Department, Factory Mutual (FM) approved, and UL listed.

B. Pipes, pipe fittings or fixtures, solder or flux intended to convey or dispense water for human consumption shall be lead-free in conformance with State of California Health and Safety Code, Section 116875 and Section 94.604.10 of City of Los Angeles Plumbing Code. Pipe, pipe fittings or fixtures, solder or flux shall be certified by a testing laboratory recognized by City of Los Angeles Department of Building and Safety (LADBS) for testing in conformance with the referenced Code Section.

2.2 PIPING

A. Ductile iron shall be in conformance with RS Subsection 209-1.1.

1. Pipe 4 inch in diameter and larger shall be Class 52 in conformance with AWWA C151/A21.51, double cement mortar lined in conformance with AWWA C104/A21.4.

2. Pipe ends shall be factory machined or, if field cut, shall be beveled as required.

3. Flanged pipe shall be Class 53 in conformance with AWWA C115/A21.15 unless otherwise called for on Drawings.

4. Furnish pipe in standard lengths.

5. Lining and coating of pipe and fittings shall be in conformance with RS Table 209-1.1.2.

6. Joints for ductile iron pipes and fittings shall be in conformance with RS Table 209-1.1.2.

7. Pipe shall have the letters “U.L.” or “FM” marking in conformance with AWWA C151/A21.51 Section 51-11.

B. Copper pipe shall be hard pipe in conformance with ASTM B88.

1. Pipes 3 inch in diameter and smaller shall be Type “K”.

C. Fittings:

1. Fittings 1/2 inch to 3 inch in diameter shall be wrought copper or cast red bronze, close grained, and nonporous. Cast fittings permitted only in sizes and type not available in wrought fittings.

2. Fittings 4 inch in diameter and larger shall be ductile-iron in conformance with AWWA C110/A21.10 and double cement mortar lined in conformance with AWWA C104/A21.4.

a. Mechanical joints: Class 350

b. Ductile iron pipe flanged fittings shall be Class 125 with 250 pounds per square inch (psi) rated pressure. Fittings shall be in conformance with AWWA C104/A21.4. These flanges match those of the Class 125 flanges shown in ASME B16.1 and shall be joined with valve, hydrants, or other fittings having Class 125, ASME B16.1 flanges.

D. Joints:

1. Underground Installation: Pipes 4 inch in diameter and larger shall have push-on joints, unless indicated otherwise on Drawings.

2. Above Ground Installation: Pipe fittings and joints 4 inch in diameter and larger shall be flanged in conformance with AWWA C110/A21.10.

3. Provide restraining glands at change in directions and where mechanical joints are used or as indicated on Drawings.

4. Restraining glands for mechanical joints shall be Megalug Series 1100 and Megalug Bell Restraint Harness Series 1700 for push-on joints, as manufactured by EBAA Iron, Inc., (800) 433-1716.

5. Flange adaptor shall be Megaflange Restrained Flange Adapter Series 2100 with bolts, nuts, and gasket, as manufactured by EBAA Iron, Inc.

6. Flexible expansion joints shall be double ball flanged, Flex-Tend, as manufactured by EBAA Iron, Inc.

7. Nuts and bolts shall be coated with Trenton wax-tape primer available from Farwest Corrosion Control Company, (888) 532-7937.

2.3 VALVES AND APPURTENANCES

A. Valves shall be right hand turn in closing direction.

B. Underground valves, 6-inches to 12-inches, shall be NRS, resilient wedge gate valves, Model F-6100, as manufactured by Clow Valve Company, (888) 889-2411. Provide position indicator as indicated on Drawings.

C. Above ground valves for fire suppression water service system shall be OS and Y, resilient wedge gate valves, Model F- 6136, as manufactured by Clow Valve Company.

D. Above ground valves for domestic water system shall be NRS, flanged, resilient wedge gate valves, Model F-6102, as manufactured by Clow Valve Company.

E. Backflow preventer shall conform to AWWA C511, and shall be reduced pressure type, Zurn Wilkins Model 375XL for 1/2 inch to 2 inch and Zurn Wilkins Model 375 for 2 1/2 inch to 10 inch. The 10 inch model shall have a maximum head loss of 12.00 psi at 2,300 gallons per minute (gpm).

F. Valve box for valve with position indicator shall be cast iron, complete with top, extension, bottom, and drop lid with 1/2-inch skirt, Series 6855, Item 662A, as manufactured by Tyler Pipe, (866) 527-8471.

G. Valve box for fire hydrant control valve shall be cast iron valve box Model A-3009 and valve box cap shall be Model A-29600, as manufactured by Alhambra Foundry Company, (626) 289-4294.

H. Fire hydrant break off spool shall be 6-inch by 6-inch, flanged. Spool shall be delivered without bolt holes in one flange. Bolt holes shall be drilled in the field to facilitate orientation of fire hydrant outlets as indicated on Drawings.

I. Check valves shall be swing type, bronze mounted with bronze faced disc, Kennedy Valve Figure No. 1126.

J. Fire department inlet connections shall be 2 way straight (back outlet) with double clappers, 4 by 2-1/2 inch by 2-1/2 inch female hose inlets, brass pin lug swivel, cast brass body with no lettering, Potter-Roemer Figure No. 5721. Provide each inlet with brass pin lug plug with attached chain, Potter-Roemer Figure No. 5941.

K. Water meters 2 inches to 10 inches shall be Mach 10 Ultrasonic Meter as manufactured by Neptune Technology Group, direct reading in cubic feet. No substitution permitted.

L. Water meters 2 to 10 inches shall be produced from Neptune Technology Group to match the existing water loop network in use at various terminals throughout Department.

2.4 FIRE HYDRANTS

A. Fire hydrants shall be 2-1/2 inch by 4 inch outlets with caps and chains Model 850, as manufactured by Clow Valve Company. Provide 1-3/4 inch pentagonal nuts on stems and protective caps.

B. Fire hydrant extension shall be ductile iron flanged extension, 6 inch diameter, cement lined and asphalt coated, without break-off groove, complete with 6 sets of bolts and nuts.

2.5 MISCELLANEOUS MATERIALS

A. Solid plug shall be ductile iron and mechanical joint, Series 1261, manufactured by NAPPCO.

B. Adapter shall be ductile iron, NAPPCO Series 1255.

2.6 POSITION INDICATORS

A. Valve position indicators shall be Trumbull planetary gear design sealed with 2 neoprene O-rings installed in a valve box at ground level as manufactured by Trumbull Industries, Inc., (800) 677-1799.

2.7 CORROSION CONTROL

A. Outside surfaces of underground pipe and fittings shall be corrosion protected with 8 mil thick polyethylene tube encasement.

B. Paint the above ground water system in conformance with PAINTING FOR EXTERIOR IMPROVEMENTS Section with color as follows:

1. Fire suppression water distribution: Fire Engine Red

2. Domestic water distribution: OSHA Blue

C. Apply modified aluminum epoxy mastic to underground metals not otherwise protected against corrosion.

2.8 RUBBER GASKETS

A. Furnish rubber gaskets and gasket lubricant with rubber gasket joint pipe in sufficient quantity for the amount of pipe ordered.

B. Rubber gaskets for flanged joints shall be full face 1/8 inch thick neoprene rubber and in conformance with AWWA C111/A21.11.

2.9 BEDDING MATERIALS

A. Pipe bedding shall be Case I bedding in accordance with Standard Plan S-251-1 with a Type A (sand or gravel) bedding material unless shown otherwise on Drawings.

2.10 MASONRY BLOCK SUPPORTS

A. Masonry block supports for services shall be as detailed on Drawings.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Measure and verify the dimensions of backflow preventers, pipes, and meters prior to purchase and installation. Work shall not start until material has been delivered to project site(s).

B. Install in conformance with the requirements of City of Los Angeles Department of Building and Safety, City of Los Angeles Fire Department, AWWA C600, and RS Subsection 306-8.2. The existing water system shall be maintained in service until new service has been activated, except for making connections. Coordinate any fire protection system shutdowns with City of Los Angeles Fire Department, Department’s insurance agent – FM Global, Department Construction and Maintenance Division, Port Police, affected tenants, and Engineer. Shut downs shall be limited to the minimal time required to complete connections to existing systems.

C. Depth of Cover:

1. Where no profile information is shown on Drawings, the minimum cover on pipes 16 inches in diameter or smaller shall be 4 feet measured from top of pipe to finished grade. In the event of local interference or adjustments to meet existing pipe elevations, permission may be granted by Engineer to drop below these elevations to avoid the obstruction.

2. Realigning piping (to avoid localized interference and to meet grade of existing piping, where the resultant depth of cover in localized areas does not exceed 24 inches below the specified depth), shall be done at Contractor's sole cost and expense. Deflection in piping at any one joint resulting from grade change shall not exceed recommendation of pipe manufacturer.

D. Paint in conformance with PAINTING FOR EXTERIOR IMPROVEMENTS Section.

1. Paint fire hydrants safety yellow.

E. Furnish to Engineer an accurate table of each buried valve showing manufacturer’s name, model number, size, stations, elevations, and number of turns from fully opened to totally closed position.

3.2 CLEANING AND DISINFECTING

A. Prior to installation, clean piping interior by wire brush or other means to remove scale, sand, cutting chips, and the like. Remove loose material by compressed air. After construction and prior to testing, flush piping with clean water to remove construction debris.

B. Disinfect that portion of the water distribution systems installed in Project, including any existing waterlines, if necessary, at either end of the system back to the first available valves. Conform to AWWA C651 for disinfecting water mains. Furnish and install and remove upon completion of testing, blind flanges, valves, pressure connections, and chlorination inlet point(s) required to test and chlorinate the water distribution system. Arrange for sampling and testing of the new water system with a certified testing laboratory and submit test results to Engineer in compliance with AWWA C651.

3.3 PIPE CASING INSTALLATION

A. Design and construct supports, insulators, and centering devices for the carrier pipe so that no railroad loadings are transmitted to the water pipe.

3.4 FIELD QUALITY CONTROL

A. Tests and Inspections:

1. General:

   a. Prior to backfilling waterline trenches, test new sections of the water distribution system in conformance with RS Subsection 306-7.8.2.1 (g) and the requirements of City of Los Angeles Plumbing Code, except that the water lines shall be hydrostatically pressure tested at 200 pounds per square inch gage (psig), in the presence of City of Los Angeles Plumbing Inspector and Engineer.

2. Reduced pressure backflow devices shall not be pressure tested.

3. Maximum allowable leakage shall be in conformance with RS Subsection 306-8.9.2.3.

END OF SECTION

APPENDIX "A"

PROJECT LABOR AGREEMENT (PLA) AND POLA CONSTRUCTION CAREERS POLICY

Harbor Department
Agreement 17-3520
City of Los Angeles

CITY OF LOS ANGELES

Harbor Department

THE PORT
OF LOS ANGELES

2017-2027

Project Labor Agreement (PLA)

WITH

LOS ANGELES/ORANGE COUNTIES
BUILDING AND CONSTRUCTION TRADES COUNCIL
Affiliated with the Building & Construction Trades Department (AFL/CIO)
Craft International Unions and any other craft labor Unions signatory to this Agreement

PROJECT LABOR AGREEMENT
CITY OF LOS ANGELES HARBOR DEPARTMENT

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Harbor Department
Agreement 17-3526
City of Los Angeles

PROJECT LABOR AGREEMENT
CITY OF LOS ANGELES

HARBOR DEPARTMENT

INTRODUCTION AND FINDINGS

The purpose of this Project Labor Agreement ("Agreement") is to promote efficiency of construction operations during the construction of various projects within the Harbor Department's Capital Improvement Program (CIP) and provide for the orderly settlement of labor disputes and grievances without strikes or lockouts, thereby promoting the public interest in assuring timely and economical completion of these Projects.

WHEREAS, the Port of Los Angeles is among the world's premier ports and is a critical hub for global trade; and

WHEREAS, the Port of Los Angeles is the nation's busiest container port, and the Port's 7,500 acres, 43 miles of waterfront, 270 berths and 26 cargo terminals represent a critical segment of the U.S. trade infrastructure and the global supply chain; and

WHEREAS, in addition to containerized cargo, the Port's diverse maritime operations handle bulk products, scrap metal, steel, and cruise passengers, with regularly scheduled vessel calls increasing the need for more terminal acreage and more efficient operations, as well as transforming the Port into a model environmental-friendly gateway through the implementation of the San Pedro Bay Ports Clean Air Action Plan; and

WHEREAS, the Harbor Department is responsible for construction, renovation, maintenance and operation of the facilities and infrastructure of the Port of Los Angeles, including capital improvement projects throughout the Port; and

WHEREAS, the safe, timely and successful completion of these projects with a trained workforce is of utmost importance to the Harbor Department and the general public in the City; and

WHEREAS, the work to be done will require maximum cooperation from the many Parties who will be involved; and

WHEREAS, it is recognized that projects of a certain magnitude with multiple contractors and bargaining units on the job site at the same time over an extended period of time create the potential for work disruption without there being an overriding commitment to maintain continuity of work; and

WHEREAS, the interests of the Harbor Department, the general public, the City, the Unions, contractors, subcontractors, employers and workers would be best served if the construction work proceeded in an orderly manner free of disruption because of strikes, sympathy strikes, work stoppages, picketing, lockout, slowdowns or other interferences with work; and

WHEREAS, large numbers of workers of various skills will be required in the performance of the construction work, including those to be represented by the Unions affiliated with the Los Angeles/Orange Counties Building and Construction Trades Council and any other craft labor organization which are signatory to this Agreement, employed by contractors and subcontractors who are signatory to agreements with said labor organizations; and

WHEREAS, the Contractor/Subcontractor/Employer(s) (C/S/E) and the Unions desire to mutually establish and stabilize wages, hours and working conditions for the workers employed on these Projects by the C/S/Es, and further, to encourage close cooperation among the C/S/Es, and the Unions to the end that a satisfactory, continuous and harmonious relationship will exist among the Parties to this Agreement; and

WHEREAS, this Agreement is not intended to replace, interfere with, abrogate, diminish, or modify existing local or national collective bargaining agreements in effect during the duration of this Agreement, insofar as a legally binding agreement exists between the C/S/Es and the affected Unions, except to the extent that the provisions of this Agreement are inconsistent with said collective bargaining agreements, in which event, the provisions of this Agreement shall prevail; and further, it is understood that C/S/Es are bound and shall remain bound, for the duration of this Agreement by the terms of this Agreement and applicable local and national collective bargaining agreements for the craft work performed, established between the signatory Unions and C/S/Es, in effect and covering the area of these Projects; and

WHEREAS, this Agreement is not intended to have an adverse impact on the policy of the City to maximize business opportunities for minority, women and other business enterprises in City contracts; and

WHEREAS, increasing access to employment opportunities with prevailing wages is one way for the Harbor Department to directly combat poverty and stimulate economic reinvestment; and

WHEREAS, the Harbor Department has adopted a departmental Agreement which will provide construction employment and training opportunities in ways calculated to mitigate the harms caused by poverty, unemployment and underemployment; and

WHEREAS, this Agreement reflects a commitment by all parties to the diversity in the workforce hiring that reflect levels of minority, women and other worker utilization at levels which are representative of the relevant workforce of these groups in the Greater Los Angeles Area as determined by the U.S. Census Bureau; and

WHEREAS, the contracts for the construction of Projects will be awarded in accordance with the applicable provisions of the Harbor Department's Administrative Policies and Procedures; and

WHEREAS, the Parties signatory to this Agreement pledge to work towards a mutually satisfactory completion of Projects;

NOW, THEREFORE, IT IS AGREED BETWEEN AND AMONG THE PARTIES HERETO, AS FOLLOWS:

ARTICLE I

DEFINITIONS

1.1 "Agreement" means this Project Labor Agreement and its applicability to all Projects.

1.2 "Apprentice" means any worker who is indentured in a bona fide Labor/Management construction apprenticeship program, registered and approved by the State of California Department of Industrial Relations (DIR) Division of Apprenticeship Standards (DAS) or in the case of Projects with federal funding,

indentured in a bona fide Labor/Management construction apprenticeship program, approved by the US Department of Labor (DOL) and California DAS.

1.3 "Apprenticeship Program" means any Labor/Management construction apprenticeship program certified and approved by the California Division of Apprenticeship Standards (DAS) or in the case of Projects with federal funding, approved by the US DOL and California DAS.

1.4 "Awarding Authority" means the City of Los Angeles, acting by and through the Board of Harbor Commissioners, or any employee or officer of the Board that is authorized to award or enter into any contract on behalf of the Board.

1.5 "Board" means the Los Angeles Board of Harbor Commissioners.

1.6 "Bureau of Contract Administration" (BCA) means the designated bureau within the City's Department of Public Works which may provide support services to the Harbor Department in administering this Agreement.

1.7 "City" means the City of Los Angeles, a municipal corporation, and all City awarding authorities.

1.8 "Committee" means the Joint Administrative Committee as described in Article XII of this Agreement.

1.9 "Construction contract" means a City contract which has been awarded by the Board, and is necessary to complete the Harbor Department Project.

1.10 "Contractor/Subcontractor/Employer(s)" (C/S/E) means any individual firm, partnership, owner operator, or corporation, or combination thereof, including joint ventures, which is an independent business enterprise and has entered into a contract with the Harbor Department or any of its contractors or subcontractors/owner operators

of any tier, with respect to the construction of any part of the Project(s) under contract terms and conditions approved by the Board and which incorporate this Agreement.

1.11 "Core Worker" means a verifiable member of a C/S/E's core workforce for the purpose of this Agreement if the worker's name appears on the C/S/E's active payroll for 60 of 100 working days immediately prior to the award of the construction contract and meets all standards required by applicable local, state or federal law or regulation.

1.12 "Covered Project(s)" or "Project" means a project or projects which have been included within the Ten-Year Capital Improvement Program ("CIP") Project List and covered by this Agreement or so designated by the Board. The Board may identify additional projects that are appropriate for coverage by the Agreement for inclusion under the CIP and include such projects by Board Resolution. The Board shall request an annual review of the Harbor Department Capital Improvement Program to identify any new projects appropriate for inclusion with in the CIP.

1.13 "Department" means the Harbor Department of the City of Los Angeles.

1.14 "Employment Hiring Plan" (EHP) means a C/S/E's detailed hiring plan as described in BCA's Targeted Hiring Guidelines for Contractors and the Policy or other applicable Department policy.

1.15 "Engineer" means the Chief Harbor Engineer of the City of Los Angeles Harbor Department, Construction Division, or its authorized representative.

1.16 "FHWA Project" means a Harbor Department Project that is funded in whole or in part by the Federal Highway Administration (FHWA).

1.17 "Ten year (10) Capital Improvement Program ("CIP") Project List" means the list of Harbor Department projects included as Attachment E hereto that will operate under

the Harbor Department PLA, as well as other projects that may be added in the sole discretion of the Department.

1.18 "Jobs Coordinator" means the Prime Contractor's designated person, agent or agency that will facilitate the local hire referral process with the C/S/E, Unions and other referral organization, as described in the Construction Careers Policy. The Jobs Coordinator must be able to demonstrate or document to the Department or its designee that it has the requisite qualification and/or experience to fulfill the duties and responsibilities as outlined in the Policy.

1.19 "LA/OCBTC" (Trades Council) means the Los Angeles/Orange Counties Building and Construction Trades Council.

1.20 "Letter of Assent" means the document that each C/S/E (of any tier) must sign and submit to the Engineer or designated administrator, which formally binds them to adherence to all the forms, requirements and conditions of this Agreement and Policy.

1.21 "Local Resident" means an individual whose primary residence is within the Tier 1 or 2 zip code areas.

1.22 "Long-Term Unemployment" as defined by the Bureau of Labor Statistics means being jobless for 21 weeks or more, or as defined.

1.23 "Plan" means the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry as referenced in Article XIV of this Agreement.

1.24 "Policy" means the Harbor Department Construction Careers Policy.

1.25 "Subscription Agreement" means the contract between a C/S/E and a Union's Labor/Management Trust Fund(s) that allows the C/S/E to make the appropriate fringe benefit contributions in accordance with the terms of the contract.

1.26 "Targeted Hiring Guidelines for Contractors" means the document provided by the Department to assist C/S/E's in implementing the targeted hiring procedures.

1.27 "Tier 1" means the zip codes identified in Article 7.4 of the PLA, which fall within an approximate ten mile radius of the Port and in which the rate of unemployment is in excess of 105% of the County of Los Angeles' unemployment rate at the time of application and/or are within the area of Port-related operations and activity and/or are within the area of Port-related operations and activity.

1.28 "Tier 2" means the zip codes within the City, identified in Article 7.5 of this Agreement, that includes at least 2 census tracts (or a portion thereof) in which the median annual household income is less than $62,627 per and/or where the rate of unemployment is in excess of 100% of the County of Los Angeles' unemployment rate at the time of application.

1.29 "Transitional Worker" means any individual whose primary place of residence is within a Tier 1 or Tier 2 zip code of the City of Los Angeles, and who prior to commencing work on a Project has been certified as satisfying at least one of the following criteria:

(1) having Veteran status; having a documented history of involvement with the criminal justice system; being homeless; or,

(2) is an individual facing two or more of the following barriers to employment: having a household income less than 50% of the Los Angeles County median annual household income, receiving public assistance, lacking a GED or high school diploma, being a custodial single parent, suffering from long term unemployment, being emancipated from the foster care system, or being an apprentice, in a program

described in Section 1.3 above, with less than 15% of the apprenticeship hours required to graduate to journey level.

(3) If the Jobs Coordinator or Employer is not able to identify anyone using criteria (1), criteria (2) may be used.

1.30 "Union(s)" or "Signatory Unions" means the Los Angeles/Orange Counties Building and Construction Trades Council affiliated with the Building & Construction Trades Department (AFL/CIO) Craft International Unions or any other craft labor organization signatory to this Agreement, acting in their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have through their officers executed this Agreement.

ARTICLE II

SCOPE OF AGREEMENT

2.1 Parties: The Agreement shall apply and is limited to all C/S/Es performing construction on a Harbor Department Project, the Board, and the Unions (signatory Unions or otherwise).

2.2 Project Description: The Agreement shall apply to all CIP construction contracts awarded by the Board. The Board has the absolute right to combine, consolidate or cancel contracts or portions of contracts identified as part of the Project. Should the Board remove any contract from the Project and thereafter authorize that construction work be commenced on the contract, the contract may, at the discretion of the Board, be performed under the terms of the Agreement.

2.3 Project Labor Disputes: The provisions of this Agreement, including the Schedule A Agreements, (which are the local collective bargaining agreements of the signatory

Unions having jurisdiction over the work on the Project, as such may be changed from time-to-time and which are incorporated herein by reference) shall apply to the work covered by this Agreement. It is understood that this is a self-contained, stand alone Agreement and that by virtue of having become bound to this Agreement, neither the Prime Contractor, Employer, nor the Subcontractor (of any tier) or owner-operator will be obligated to sign any other local, area, or national agreement, except as may be provided under Section 8.2, below. It is further agreed that, where there is conflict, the terms and conditions of this Agreement shall supersede and override terms and conditions of any and all other national, area, or local collective bargaining agreements (Schedule A Agreements) except for all work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and control systems Technicians, and the National Agreement of the International Union of Elevator Constructors, with the exception of Article IV (Work Stoppages, Strikes, Sympathy Strikes and Lockouts), Article XIII (Grievance and Arbitration Procedure) and Article XIV (Jurisdictional Disputes) of this Agreement, which shall apply to such work. All disputes relating to the interpretation or application of this Agreement shall be subject to resolution by the grievance arbitration procedure set forth in Article XIII of this Agreement except for those disputes exempted from the grievance procedure pursuant to Article 13.1. Where a subject is covered by a provision in a Schedule A Agreement and not covered by this Agreement, the provision of the Schedule A Agreement shall prevail. Any dispute as to the applicable source between this Agreement and any

Schedule A Agreement for determining the wages, hours of working conditions of employees on a Project shall be resolved under the grievance procedures established in this Agreement.

2.4 Exclusions:

(1) This Agreement shall be limited to construction work on a Project which is approved by the Board, and is not intended to, and shall not apply to any construction work performed at any time prior to the effective date, or after the expiration or termination of the Agreement, or on other City projects.

(2) This Agreement is not intended to, and shall not, affect or govern the award of contracts by the Board, which are outside the approved scope of the Project.

(3) This Agreement is not intended to, and shall not, affect the operation or maintenance of any facilities whether related or not to Projects.

(4) This Agreement shall not apply to a C/S/E's executives, managerial employees, engineering employees, supervisors (except those covered by Schedule A collective bargaining agreements), office and clerical employees, or any other employee not performing construction craftwork.

(5) Notwithstanding the foregoing, it is understood and agreed that Building/Construction Inspector and Field Soils and Material Testers (inspectors) are a covered craft under this Agreement. This inclusion applies to the scope of work defined in the State of California Wage Determination for that Craft. This shall not cover quality assurance work or material testing performed by or on behalf of the Department. Every Inspector performing under the wage classification of Building/Construction Inspector and Field Soils and Material Tester under a professional services agreement or a

construction contract shall be bound to all applicable requirements of this Agreement. Notwithstanding the provisions of this sub-section, the Department may engage consultants for limited periods of time in the event of an urgent need for specialized inspection services. The Department must provide prior notice to the Trades Council that despite good faith efforts, it is unable to obtain qualified inspector(s) under the provisions of this Agreement. Such engagement shall be only to meet immediate and limited needs until such qualified inspectors working under this Agreement are available.

(6) This Agreement shall not apply to material suppliers or delivery by any means of material, supplies, or equipment required to any point of delivery.

(7) This Agreement shall not apply to City employees.

(8) This Agreement shall not apply to the work of persons, firms and other entities that perform consulting, planning, scheduling, management or other supervisory services on the Project, provided such entities do not perform craft employee construction work on the Project with their own employees or to customer service work performed post completion by an entity other than the C/S/E that performed the original construction work.

(9) This Agreement shall not apply to Harbor Department construction contracts or Projects, if the federal funding source has established provisions or rules that forbid the inclusion of a Project Labor Agreement.

(10) FHWA Projects: All provisions of this Agreement shall apply to the project, in accord with the policies and conditions under which the FHWA funds are received from the U.S. Department of Transportation.

(11) Out-of-State Workers: Hours worked by residents of states other than California shall not be included in calculation of total hours of Project work for purposes of the percentage requirements set forth by the Agreement.

(12) Notwithstanding the foregoing, demolition and asbestos abatement shall constitute work covered by the Project Labor Agreement when such work is part of a Covered Project.

2.5 The Harbor Department and/or the C/S/Es, as appropriate, have the absolute right to award contracts on this project to any C/S/E, notwithstanding the existence or non-existence of any agreements between such C/S/E and any Union parties, provided only that such C/S/E is ready, willing and able to execute and comply with this Agreement should such C/S/E be awarded work covered by this Agreement.

ARTICLE III

EFFECT OF AGREEMENT

3.1 By executing the Agreement, the Unions and the Board agree to be bound by each and all of the provisions of the Agreement.

3.2 By accepting the award of a construction contract for a Project, whether as a C/S/E, the C/S/E agrees to be bound by each and every provision of the Agreement.

3.3 At the time that any C/S/E enters into a subcontract with any subcontractor of any tier providing for the performance on the construction contract, the C/S/E shall provide a copy of this Agreement to said subcontractor and shall require the subcontractor as a part of accepting the award of a construction subcontract to agree in writing in the form of a Letter of Assent to be bound by each and every provision of this Agreement prior to the commencement of work. See Attachment "A" for a sample

Letter of Assent.

(1) Approval of any C/S/E to perform work on the Project will be contingent upon the submittal of its Letter of Assent and its Employment Hiring Plan to the Chief Harbor Engineer and the Council.

3.4 This Agreement shall only be binding on the signatory C/S/Es hereto and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any construction contract prior to the execution of this Agreement.

ARTICLE IV

WORK STOPPAGES, STRIKES, SYMPATHY STRIKES AND LOCKOUTS

4.1 The Unions, Board and C/S/Es agree:

(1) During the existence of this Agreement, there shall be no strike, sympathy strike, picketing, hand billing, slowdown, withholding of work, refusal to work, lockout, sick-out, walk-off, sit-down, stand-in, wobble, boycott, or other work stoppage, disruption, advising the public that a labor dispute exists, or other impairment of any kind for any reason by the Unions or employees employed on the Project, at the job site of the Project, or at any other facility of the City because of a dispute on this Project.

(2) As to employees employed on the Project, there shall be no lockout of any kind by any C/S/E(s) covered by the Agreement. The C/S/E(s) may lay off employees for lack of work or delay of work on the Project.

(3) The Unions agree that they shall not sanction in any way any picket line or other impairment of the work on the Project and will affirmatively take all measures necessary to effectively induce their respective members to cross any and all picket lines and report for work as scheduled and that responsible representatives of the

Unions who are employed on the Project will also do so themselves.

(4) The Unions agree that they shall not sanction, aid or abet, encourage or continue any work stoppage, strike, picketing or other disruptive activity at the Project site or C/S/E's business site that will economically and/or materially affect the completion of the Project. Any such costs that economically and/or materially harm the City shall be borne by the affected Union and made payable to the City.

(5) Notwithstanding any provision of this Agreement to the contrary, it shall not be a violation of this Agreement for any Union to withhold the services of its members (but not the right to picket) from a particular C/S/E who:

(i) fails to timely pay its weekly payroll; or

(ii) fails to make timely payments to the Union's Labor/Management Trust Funds in accordance with the provisions of the applicable Schedule A Agreements. Prior to withholding its members services for the C/S/E's failure to make timely payments to the Union's Labor/Management Trust Funds, the Union shall give at least ten (10) days (unless a lesser period of time is provided in the Union's Schedule A Agreement, but in no event less than forty-eight (48) hours) written notice of such failure to pay by registered or certified mail, return receipt requested, and by facsimile transmission to the involved contractor, the prime contractor, and the BCA. Union will meet within the ten (10) day period to attempt to resolve the dispute.

(iii) Upon the payment of the delinquent C/S/E of all monies due and then owing for wages and/or fringe benefit contributions, the Union shall direct its members to return to work and the C/S/E shall return all such members back to work.

4.2 Expiration of Local Agreements: If the Schedule A Agreement, or any local,

regional, and other applicable collective bargaining agreements expire during the term of the Project, the Union(s) agree that there shall be no work disruption of any kind as described in Section 4.1 above as a result of the expiration of any such agreement(s) having application on this Project and/or failure of the involved Parties to that agreement to reach a new contract. Terms and conditions of employment established and set for purposes of prevailing wage requirements under this Agreement at the time of bid shall remain established and set. Otherwise to the extent that such agreement does expire and the Parties to that agreement have failed to reach concurrence on a new contract, work will continue on the Project on one of the following two (2) options, both of which will be offered by the Unions involved to the Contractors affected:

(1) Each of the Unions with a contract expiring must offer to continue working on the Project under interim agreements that retain all the terms of the expiring contract, except that the Unions involved in such expiring contract may each propose wage rates and employer contribution rates to employee benefit funds under the prior contract different from what those wage rates and employer contributions rates were under the expiring contracts. The terms of the Union's interim agreement offered to Contractors will be no less favorable than the terms offered by the Union to any other employer or group of employers covering the same type of construction work in Los Angeles County.

(2) Each of the Unions with a contract expiring must offer to continue working on the Project under all the terms of the expiring contract, including the wage rates and employer contribution rates to the employee benefit funds, if the C/S/E affected by that expiring contract agrees to the following retroactive provisions: if a new Schedule A Agreement, local, regional or other applicable labor agreement for the industry having

application at the Project is ratified and signed during the term of this Agreement and if such new labor agreement provides for retroactive wage increases, then each affected C/S/E shall pay to its employees who performed work covered by this Agreement at the Project during the hiatus between the effective dates of such expired and new labor agreements, an amount equal to any such retroactive wage increase established by such new labor agreement, retroactive to whatever date is provided by the new labor agreement for such increase to go into effect, for each employee's hours worked on the Project during the retroactive period. All Parties agree that such affected C/S/Es shall be solely responsible for any retroactive payment to its employees and that neither the Project, nor the Board, nor the Board's designee, nor any other C/S/E has any obligation, responsibility or liability whatsoever for any such retroactive payments or collection of any such retroactive payments, from any such C/S/E.

(3) Some C/S/Es may elect to continue to work on the Project under the terms of the interim agreement option offered under paragraph (1) above and other C/S/Es may elect to continue to work on the Project under the retroactivity option offered under paragraph (2) above. To decide between the two options, C/S/Es will be given one week after the particular labor agreement has expired or one week after the Union has personally delivered to the Contractors in writing its specific offer of terms of the interim agreement pursuant to paragraph (1) above, whichever is the later date. If the C/S/E fails to timely select one of the above options, the C/S/E will be deemed to have selected paragraphs 4.2(2), above.

4.3 Expedited Arbitration will be utilized for all work stoppages and lockouts. In lieu of

or in addition to any other action at law or equity, any party may institute the following procedure when a breach or violation of this Article IV is alleged to have occurred:

(1) The party invoking this procedure shall notify the permanent arbitrator next in sequence from the following list:

1. Joseph Gentile
2. Michael Rappaport
3. Walter Daugherty
4. Paul Greenberg
5. Lou Zigman

The Parties agree these shall be the five permanent Arbitrators under this procedure. In the event that none of the five permanent Arbitrators are available for a hearing within 24 hours, the party invoking the procedure shall have the option of delaying until one of the five permanent Arbitrators is available or of asking the permanent Arbitrator that would normally hear the matter to designate an arbitrator to sit as a substitute Arbitrator for this dispute. If any of the permanent Arbitrators ask to be relieved from their status as a permanent Arbitrator, the Parties shall mutually select a new permanent Arbitrator from the following list of arbitrators:

1. John Kagel
2. Fred Horowitz
3. Wayne Estes

Selection shall be made by each party alternately striking from the foregoing list until one name remains who shall be the replacement permanent Arbitrator. Expenses incurred in arbitration shall be borne equally by the Union and the Contractor involved

and the decision of the Arbitrator shall be final and binding on both Parties, provided, however, that the Arbitrator shall not have the authority to alter or amend or add to or delete from the provisions of this Agreement in any way. Notice to the Arbitrator shall be by the most expeditious means available, including by telephone and by facsimile or e-mail to the party alleged to be in violation and to the Trades Council and involved local Union if a Union is alleged to be in violation.

(2) Upon receipt of said notice, the Arbitrator shall convene a hearing within twenty-four (24) hours if it is contended that the violation still exists.

(3) The Arbitrator shall notify the Parties by telephone and by facsimile or telegram of the place and time for the hearing. Notice shall be given to the individual Unions alleged to be involved; however, notice to the Trades Council shall be sufficient to constitute notice to the Unions for purposes of the arbitration being heard by the Arbitrator. Said hearing shall be completed in one session, which, with appropriate recesses at the Arbitrator's discretion, shall not exceed twenty-four (24) hours unless otherwise agreed upon by all Parties. A failure of any party to attend said hearings shall not delay the hearing of evidence or the issuance of any decision by the Arbitrator.

(4) The sole issue at the hearing shall be whether or not a violation of Section 4.1 or 4.2 of this Article IV has in fact occurred. The Arbitrator shall have no authority to consider any matter of justification, explanation or mitigation of such violation or to award damages, which issue is reserved for court proceedings, if any. The decision shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without a written opinion. If any party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with or

enforcement of the decision. The Arbitrator may order cessation of the violation of this Article and other appropriate relief and such decision shall be served on all Parties by hand or registered mail upon issuance.

(5) Such decision may be enforced by any Court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the Arbitrator's decision as issued under Section 4.3 (4) of this Article, all Parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the Arbitrator's decision shall be served on all Parties by hand or delivered by registered mail.

(6) Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance therewith are hereby waived by the Parties to whom they accrue.

(7) The fees and expenses incurred in arbitration shall be divided equally by the Parties to the arbitration, including Union(s) and the C/S/E(s) involved.

4.4 The procedures contained in Section 4.3 shall be applicable to alleged violations of Article IV to the extent any conduct described in Section 4.1 or 4.2 occurs on the Project. Disputes alleging violation of any other provision of this Agreement, including any underlying disputes alleged to be in justification, explanation, or mitigation of any violation of Section 4.1 or Article IV shall be resolved under the applicable grievance adjudication procedures for these other Articles.

ARTICLE V

NO DISCRIMINATION

5.1 The C/S/Es and Unions agree not to engage in any form of discrimination, including in the hiring and dispatching of workers, on the grounds of, or because of, race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, domestic partner status, medical condition, political affiliation, membership in a labor organization, being a party to a collective bargaining agreement, color, or disability.

ARTICLE VI

UNION SECURITY

6.1 The C/S/Es recognize the Unions as comprising the respective sole bargaining representatives for all craft employees working within the scope of this Agreement.

6.2 No employee covered by this Agreement shall be required to join any Union as a condition of being employed, or remaining employed, for the completion of Project work; provided, however, that any employee who is a member of the referring Union at the time of referral shall maintain that membership in good standing while employed under this Agreement. All employees shall, however, be required to comply with the Union security provisions for the period during which they are performing on-site Project work to the extent, as permitted by law, of rendering payment of the applicable monthly and working dues.

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ARTICLE VII

REFERRAL

7.1 The Union(s) shall be the primary source of all craft labor employed on the Project(s) and will exert their best efforts to recruit and identify individuals, particularly residents residing in the Tier 1 or 2 zip code areas, as well as those referred by the Jobs Coordinator, for entrance into joining labor/management apprenticeship programs, and to assist individuals in qualifying and becoming eligible for such programs.

In the event that the C/S/E has his or her own Core Worker(s), and wishes to employ such workers to perform covered work, the C/S/E shall employ such workers in accord with the provisions of this Article VII. The following process shall govern the employment of workers at the Project:

(1) A worker shall be considered a member of a C/S/E's core workforce for the purposes of this Article if the worker meets the required definition of 1.11 above. The C/S/E shall identify Core Workers in their Employment Hiring Plan and shall provide payroll records evidencing the worker's qualification as a Core Worker upon request by the City. Prior to each C/S/E, which utilizes any core employees, performing any work on the Project, each such C/S/E shall provide a list of its core employees to the Department and the Trades Council. Failure to do so will prohibit the C/S/E from using any core employees. The number of Core Workers on this Project shall be governed by the following procedure: one Core Worker shall be selected and one worker from the hiring hall of the affected trade or craft and this process shall repeat until such C/S/E's requirements are met or until such C/S/E has hired five (5) such Core Workers for that craft, whichever occurs first. Thereafter, all additional employees in the affected trade

or craft shall first be requisitioned from the hiring hall in accordance with other provisions in Article VII.

(2) In the event of a reduction-in-force or layoff, such will take place in a manner to assure that the number of Core Workers in the affected craft does not exceed, at any time, the number of others working in that craft who were employed pursuant to other procedures available to the C/S/E under this Agreement. This provision applies only to employees who were not working under the terms of a Schedule A Agreement at the time of their transfer to the work covered under this Agreement and is not intended to limit transfer provisions of the Schedule A Agreements of any Union.

7.2 C/S/Es shall be bound by and utilize the registration facilities and referral systems established or authorized by the signatory Unions for all job site craft employee(s) before such employee(s) begin work, when such procedures are not in violation of Federal or State law or in conflict with provisions set forth in this Agreement.

7.3 In the event that referral facilities maintained by the Unions are unable to fill the requisition of a C/S/E for Local Residents and/or Transitional Workers within a forty-eight (48) hour period after such requisition is made by the C/S/E (Saturdays, Sundays, and holidays excepted), the C/S/E shall be free to obtain Local Residents and/or Transitional Workers from any source. However, for all other requisitions by a C/S/E for non-Local Residents or non-Transitional Workers, only after a forty-eight (48) hour period (Saturdays, Sundays and holidays excepted) after such requisition is made by the C/S/E shall the C/S/E be free to obtain work persons from any source if the Unions are unable to fill the requisition. However, the C/S/E is still responsible for complying

with conditions and requirements of the Targeted Hiring Guidelines for Contractors and the Policy.

(1) The C/S/E's must document, from the applicable Tiers, all efforts made to comply with the targeted hiring process to locate and hire Local Residents and/or Transitional Workers. The C/S/E may employ Local Residents and/or Transitional Workers referred by the Jobs Coordinator. However, in the event the Jobs Coordinator is unable to fill the requisition of a C/S/E for Local Residents and/or Transitional Workers, the C/S/E may utilize any organization, such as those listed in the Targeted Hiring Guidelines for Contractors, to assist them in satisfying the requirements of the Targeted Hiring Guidelines for Contractors and the Policy.

(2) The C/S/E shall inform the Unions, Job Coordinator and the BCA of the name, address, worker craft classification and social security number of any worker hired from other sources upon their employment on the Project(s).

(3) No Local Resident and/or Transitional Worker, having been pre-screened and/or pre-qualified by the Jobs Coordinator, and employed by the C/S/E to work on the Project, shall be required to participate in any Joint Labor/Management "boot camp" or pre-apprentice program that will unnecessarily delay the Local Resident and/or Transitional Worker's start of work or cause said worker's termination due to having to participate in such "boot camps" or pre-apprentice programs.

(4) Any work person hired under this Section 7.3, as well as all other workers hired under this Article VII, shall be obligated to register with the appropriate Union hiring hall within five (5) working days prior to their first day of employment on the project and comply with the Union Security provisions of this Agreement.

7.4 The Unions will exert their best efforts to refer/recruit sufficient numbers of skilled craft Local Residents and Transitional Workers to fulfill the requirements of the C/S/E(s). In recognition of the fact that the communities within the boundaries of the City and the Port's impact zone will be impacted by the construction of the Project, the Parties agree to support the development and graduation of transitional construction apprentices and workers from residents within Tiers 1 or 2 zip code areas. Towards that end, the Unions agree to encourage and provide referrals and utilization of qualified workers residing preferably within the Tier 1 zip code areas identified in the following:

Tier 1 Zip Codes

90001	90222	90501	90732	90804
90002	90242	90502	90744	90805
90003	90247	90503	90745	90806
90044	90249	90505	90746	90807
90059	90255	90710	90748	90808
90061	90262	90717	90755	90810
90220	90280	90723	90802	90813
90221	90303	90731	90803	90815

7.5 When the Unions cannot provide the C/S/Es, having documented their efforts in the attainment of Local Residents and/or Transitional Workers within the Tier 1 zip code areas as listed in Article 7.4 above, the Unions will exert their best efforts to recruit and identify Local Residents and/or Transitional Workers within Tier 2 zip code areas identified in the following and Transitional Workers in the remaining zip code areas of the City:

Tier 2 Zip Codes

90004	90023	90045	91042	91364
90005	90024	90046	91302	91367
90006	90026	90007	91303	91401
90007	90027	90048	91304	91402

90008	90028	90049	91306	91403
90010	90029	90057	91324	91405
	90031	90058	91325	91406
90012	90033	90062		91411
90013	90034	90063	91331	91423
90014	90035	90065	91335	91505
90015	90036	90066	91340	91601
90016	90037	90068	91342	91602
90017	90038	90071	91343	91604
		90073	91344	91605
90019		90089	91345	91606
90020	90042		91352	91607
90021	90043	91040	91356	

The Unions will exert their best efforts to recruit and identify Local Residents and/or Transitional Workers of the City and assist individuals in qualifying and becoming eligible for such apprenticeship programs.

7.6 The Prime Contractor is responsible for ensuring compliance with the targeted hiring process for the Project(s) to achieve the following anticipated levels of participation:

(1) The following percentages shall be the targeted hiring for the Project:

(a) At least 30% of total work hours shall be performed by Local Residents residing within Tier 1 described in Article 7.4. If the 30% local hire is not attained utilizing the Tier 1, the outreach shall expand to the Tier 2 as described in Article 7.5 of this Agreement.

(b) At least 10% of total work hours shall be performed by Transitional Workers residing within Tier 1 or Tier 2 zip code areas described in Articles 7.4 and 7.5 respectively and the remaining zip code areas within the City of Los Angeles. These hours shall be applied towards the 30% Local Resident targeted hiring.

(c) At least 20% of total work hours on each project will be performed by apprentices, but the hours performed by apprentices in each individual craft shall not exceed the ratio to journeymen established by the applicable craft union's DAS approved apprenticeship standards. The Parties agree that residents in the Tier 1 or 2 zip code areas will perform 50% of all apprenticeship hours worked on the Project.

An apprentice who begins his/her period of apprenticeship as a resident in the Tier 1 or 2 zip code areas will retain that status for the entire apprenticeship, regardless of any changes in the apprentice's residence provided the Unions submit to BCA the necessary identifying information to enable the tracking of such apprentices, if requested by BCA.

(d) The C/S/Es shall document their compliance efforts through the utilization of the Craft Request Form, hiring hall procedures, the resources of organizations listed in BCA's Targeted Hiring Guidelines for Contractors, Jobs Coordinator or any other organization/agency that can assist the C/S/E in meeting this requirement. The provisions to address the non-attainment of the targeted hiring participation and/or apprenticeship hiring participation levels on a Project are addressed in the Policy.

(2) The employer retains authority in making individual hiring decisions.

(3) Hours worked by residents of states other than California shall not be included in calculation of total hours of Project work for purposes of the percentage requirements set forth above.

(4) The above referenced targeted hiring shall apply to FHWA projects in accord with the policies and conditions under which the FHWA funds are received from the U.S. Department of Transportation.

7.7 The Transitional Workers, as also defined also in Section 1.29, above, may be referred to the Unions from the Jobs Coordinator qualified to perform construction jobs coordination and related services. The Jobs Coordinator shall pre-screen and/or pre-qualify any applicant prior to referral to the Unions. Drug screening will be a prerequisite to employment. The following criteria will be used to identify the Transitional Worker:

a. Being a Veteran;

b. Having a documented history of involvement with the justice system;

c. Being homeless; or

(2) Faces at least two of the following barriers to employment:

a. Having household income below 50% of the Los Angeles County's median annual household income;

b. Emancipated from the foster care system ;

Receiving public assistance;

Lacking a GED or high school diploma;

Being an apprentice with less than 15% of the apprenticeship hours

c required to graduate to journey level in a program described in Section 1.3;

d. Being a custodial single parent

e. Suffering from long-term unemployment

To qualify under this section, the Jobs Coordinator shall verify and certify that the

individual's primary place of residence is within the City and that such individual satisfies the criteria set forth above.

7.8 The C/S/Es and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The C/S/Es and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the Parties.

7.9 The Unions and C/S/Es agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on a Project and of apprenticeship and employment opportunities for a Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

7.10 C/S/Es agree to only use the Craft Request Form (See Attachment C) and the procedures written therein to request any and all workers from Unions with a concurrent transmittal of such request to the Jobs Coordinator, including workers qualified as Local Residents, Transitional Workers, and/or general dispatch.

(1) When Local Residents and/or Transitional Workers are requested by the C/S/Es, the Unions will refer such workers regardless of their place in the Unions' hiring halls' list and normal referral procedures.

(2) In the event that a C/S/E, having not achieved its targeted hiring participation levels, requests a Local Resident and/or Transitional Worker from the

Union hiring facility, and is referred a worker who is not a Local Resident and/or Transitional Worker, the C/S/E is under no obligation to hire the referred worker for the Project work and shall notify the Union hiring facility and the Jobs Coordinator.

(3) The C/S/Es, Unions and Jobs Coordinator agree to maintain copies of all Craft Request Forms used on the Project submitted or received including transmission verification reports that are date/time imprinted. All Craft Request Forms and transmission verification reports shall be available for inspection and copies provided, upon request by the Harbor Department representative as described in Article XI of this Agreement.

7.11 Apprentices

(a) The Parties recognize the need to maintain continuing support of the programs designed to develop adequate numbers of competent workers in the construction industry, the obligation to capitalize on the availability of the Harbor Department's and the City's local work force, and the opportunities to provide continuing work for Projects covered by this Agreement. To these ends, the Parties shall facilitate, encourage, and assist Local Residents and/or Transitional Workers within Tier 1 or 2 zip code areas to commence and progress in Labor/Management apprenticeship and/or training programs in the construction industry leading to participation in such apprenticeship programs. The Harbor Department, Jobs Coordinator, Work Source Centers, other non-profit entities, organizations and the Unions, will work cooperatively to identify, or establish and maintain effective programs and procedures for persons interested in entering the construction industry and which will help prepare them for the

formal joint Labor/Management apprenticeship programs maintained by the signatory unions.

(b) Unions shall track retention of Apprentices hired through this program for so long as those Apprentices participate in a joint labor/management apprenticeship program. The signatory unions shall collect and compile information on the retention of these Apprentices and submit this information to the Department and the BCA on a quarterly basis. The City will use the information provided to generate a quarterly report on the retention of Apprentices on the Department's PLA projects.

(c) All apprentices shall work under the direct supervision of a journeyman from the trade in which the apprentice is indentured. A journeyman shall be defined as set forth in the California Code of Regulations, Title 8 [apprenticeship] section 205, which defines a journeyman as a person who has either completed an accredited apprenticeship in his or her craft, or has completed the equivalent of an apprenticeship in length and content of work experience and all other requirements in the craft which has workers classified as journeyman in the apprenticeable occupation. Should a question arise as to a journeyman's qualification under this subsection, the C/S/E shall provide adequate proof evidencing the worker's qualification as a journeyman.

ARTICLE VIII

WAGES AND BENEFITS

8.1 Wages. All employees covered by this Agreement shall be classified in accordance with work performed and paid the hourly wage rates for those classifications in compliance with the applicable prevailing wage rate determination established pursuant to the California Labor Code by the Department of Industrial

Relations or as established by the US DOL if applicable. If a prevailing rate increases during the term of this Agreement under State law or Federal law, the Contractor shall pay the rate as of its effective date under the applicable law. C/S/Es directly signatory to one or more of the Schedule A Agreements are required to pay all wages set forth in those Schedule A Agreements without reference to the foregoing. If the prevailing wage laws are repealed during the term of this Agreement, the contractor shall pay the wage rates established under the Schedule A Agreements, except as otherwise provided in this Agreement.

8.2 Benefits.

(a) C/S/Es not signatory to the established Labor/Management Trust Fund agreements, as specified in the Schedule A Agreements for the craft workers in their employ, shall sign a "Subscription Agreement" with the appropriate Labor/Management Trust Fund covering the work performed under this agreement.

(b) C/S/Es shall pay contributions to the established employee benefit funds on behalf of all employees performing Project work under this Agreement in the amounts designated in the appropriate Schedule A Agreement and make all employee-authorized deductions in the amounts designated in the appropriate Schedule A Agreement; provided, however, that such contributions shall not exceed the contribution amounts set forth in the applicable prevailing wage determination. C/S/Es directly Signatory to one or more of the Schedule A Agreements are required to make all contributions set forth in those Schedule A Agreements without reference to the forgoing. Bona fide jointly-trusteed benefit plans or authorized employee deductions programs established or negotiated under the applicable Schedule A Agreement or by

the Parties to this Agreement during the life of this Agreement may be added, provided that the contributions do not exceed the amounts set forth in the applicable prevailing wage determination.

(c) The C/S/E adopts and agrees to be bound by the written terms of the applicable, legally established, trust agreement(s) specifying the detailed basis on which payments are to be made into, and benefits paid out of, such trust funds for its employees. The C/S/E authorizes the Parties to such trust funds to appoint trustees and successors' trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the C/S/E.

ARTICLE IX

EMPLOYEE GRIEVANCE PROCEDURE

9.1 Should a grievance arise regarding the imposition of discipline of an employee, or the dismissal of an employee, working on Project work, all such grievance(s) shall be processed, exclusively, under the grievance procedure contained in the applicable Schedule A Agreement for the craft Union representing such employee(s) and not under the provisions of the Grievance Arbitration provisions of Article XIII. C/S/Es shall not discipline or dismiss its employees except for good cause.

ARTICLE X

DEPARTMENT POLICIES AND PROCEDURES

10.1 All construction contracts identified by the Harbor Department as part of the Project shall include the following provisions. Such provisions include, but are not limited to:

(1) All persons who perform labor in the execution of a construction contract shall be paid the prevailing rate of wages applicable to the classification as provided in Article III, Section 377 of the Los Angeles City Charter.

(2) All C/S/Es shall provide information concerning their experience, financial qualifications, including proof of a current State Contractor's License, Business Tax Registration Certificate, and ability to perform said contract or subcontract.

10.2 In addition to the above requirements, the C/S/Es and Unions understand and agree that all construction contracts shall be awarded in accordance with other applicable provisions of the Los Angeles City Charter ("Charter") (effective July 1, 2000), and the Los Angeles Administrative Code ("Administrative Code") (and any future amendments applicable thereto), including but not limited to:

(1) Los Angeles City Charter Article III, Section 371 (award of construction contracts to the lowest responsible bidder);

(2) Harbor Department policies providing Small Business Enterprises ("SBE"), Very Small Businesses ("VSBE"), and Minority-Owned, Women-Owned and all Other Business Enterprises ("MBE"/"WBE"/"OBE") an equal opportunity to participate in the performance of all City contracts in all areas where such contracts afford such participation opportunities.

ARTICLE XI

COMPLIANCE

11.1 It shall be the responsibility of the C/S/Es and Unions to investigate and monitor compliance with the provisions of the Agreement contained in Article VIII (Wages and Benefits). The Board shall appoint the BCA or its designee to investigate and monitor

compliance with Article VIII, the applicable provisions of the Charter and the Administrative Code, including, but not limited to, the prevailing wage requirements of the Charter, Local Residents, and Disadvantaged Worker hiring compliance and the Policy, and the affirmative action provisions of the Administrative Code, and to recommend to the Board or designee enforcement measures to ensure the C/S/E's compliance with the general conditions of a construction contract and the Policy. At the conclusion of any six-month period, the Parties to the Agreement shall report to the Board with a status update on the Agreement with regard to that Project, including a description of any obstacles or barriers faced. The provisions of this Article shall not substitute for or preclude any employee or Union from filing a grievance for any violation of Article VIII under the provisions of the Grievance Arbitration Procedure provisions of Article XIII.

11.2 Each C/S/E shall cooperate fully and promptly with any inquiry or investigation the City or its designated representatives deems necessary in order to monitor compliance with the provisions in this Agreement and the Policy.

ARTICLE XII

JOINT ADMINISTRATIVE COMMITTEE

12.1 The Parties to this Agreement may establish an eight (8) person Joint Administrative Committee (JAC). This JAC shall be comprised of three (3) representatives selected by the Department and one (1) representative of the prime contractor, and four (4) representatives of the signatory Unions to be appointed by the Trades Council to be chaired jointly by a representative of the Department and the Council.

Each representative shall designate an alternate who shall serve in his or her absence.

12.2 The JAC shall meet at the call of either of the joint chairs to discuss the implementation and administration of this Agreement, the progress of the Project, general labor management problems that may arise, and any other matters consistent with this Agreement. A unanimous decision of the JAC shall be final and binding upon all Parties. However, the JAC shall have no authority to make determinations upon or to decide grievances arising under this Agreement.

12.3 A quorum will consist of at least two (2) City and two (2) signatory union representatives. For voting purposes, only an equal number of City and signatory union representatives present may constitute a voting quorum.

ARTICLE XIII

GRIEVANCE ARBITRATION PROCEDURE

13.1 The Parties hereby agree that all grievances and disputes that may arise concerning the meaning, application or the interpretation of the terms of this Agreement, other than disputes arising from conduct described in Article IV (Work Stoppages, Strikes, Sympathy Strikes and Lockouts), Article IX (Employee Grievance Procedure) and Article XIV (Jurisdictional Disputes), shall be settled in accordance with the following procedures set out herein. Grieving parties are encouraged to meet as soon as possible and try to resolve the dispute. However, if a resolution cannot be reached, the following procedure shall be used.

13.2 Grievances and disputes shall be settled according to the following procedures:

Step 1: The business representative of the local Union involved shall first attempt to settle the matter by oral discussion with the particular C/S/E's representative no later than five (5) working days after the Union submitting the grievance first became aware of, or by the use of reasonable diligence should have been aware of, the occurrence first giving rise to the dispute or grievance. If the matter is not resolved with the C/S/E's representative within five (5) working days after the oral discussion with said C/S/E's representative, the dispute or grievance shall be reduced to writing by the grieving Union.

Step 2: In the event that the representatives (C/S/E and Union) are unable to resolve the grievance after its referral to Step 1, either involved party may submit the grievance, within five (5) business days of the Step 1 meeting of the parties to the grievance, to the Joint Administrative Committee (JAC), which shall meet within five (5) business days after such referral (or such longer time as is mutually agreed upon by all representatives of the JAC), to confer in an attempt to resolve the grievance. If the grievance is not resolved by the parties to the grievance within five (5) business days after its referral (or such longer time as is mutually agreed on by all representatives of the JAC) to the JAC, it may be referred within five (5) business days by either party to Step 3 by written notice of the submittal of the grievance to arbitration in accordance with the provisions set forth below.

Step 3: After notice by any party of intent to submit a grievance to arbitration, the Parties shall have five (5) working days to attempt, by mutual agreement, to

select as the Arbitrator to hear the dispute, one of the Arbitrators listed under the Expedited Arbitration provisions of Article 4.3 of this Agreement. If the Parties are unable to reach such agreement, the first arbitrator from the list, on a rotational basis, shall be the arbitrator to hear the dispute. The decision of the Arbitrator shall not have the authority to alter, amend, add to or delete from the provisions of this Agreement in any way. A failure of any party to attend said hearing shall not delay the hearing of evidence or the issuance of any decision by the Arbitrator. Should any party seek confirmation of the award made by the Arbitrator, the prevailing party shall be entitled to receive its reasonable attorney fees and costs.

13.3 The time limits specified in any step of the Grievance Arbitration Procedure set forth in Section 13.2 may be extended by mutual agreement of the Parties. However, failure to process a grievance, or failure to respond in writing within the time limits provided above, without a request for an extension of time, shall be deemed a waiver of such grievance without prejudice, or without precedent to the processing and/or resolution of like or similar grievances.

13.4 Grievances which are settled directly by the Parties to such grievance shall not be precedent setting.

13.5 The Harbor Department or its designated representative shall be given advance notification of all proceedings of all actions at Steps 2 and 3 and may observe such proceedings upon request.

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ARTICLE XIV

JURISDICTIONAL DISPUTES

14.1 The assignment of work will be solely the responsibility of the C/S/E performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor plan.

14.2 All jurisdictional disputes on this Project, between or among Building and Construction Trades Unions and employers shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the C/S/Es and Unions. A decision shall not award back pay or any other damages for a misassignment of work, nor may any party bring an independent action for back pay or any other damages based upon a decision.

(1) If a dispute arising under this Article involves the Southwest Regional Council of Carpenters or any of its subordinate bodies, an Arbitrator shall be chosen by the procedures specified in Article V, Section 5 of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch and Thomas Pagan. The Arbitrator's hearing on the dispute shall be held at the offices of the Council within fourteen (14) days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.

14.3 No Work Disruption Over Jurisdiction. All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, disruption, or slow down of any nature and the C/S/E's assignments shall be adhered to until the dispute is resolved.

Individuals violating this section shall be subject to immediate discharge.

14.4 Pre-Job Conference. A pre-job conference shall be held with all parties prior to the start of work by the prime contractor for the Project covered by this Agreement. The purpose of the conference will be to, among other things, determine craft manpower needs, schedule of work for the contract and Project work rules/owner rules. The subcontractors/owner operators of any tier will be advised in advance of all such conferences and shall participate. The Trades Council and the BCA's Office of Contract Compliance shall be advised in advance of all such conferences and may participate if they wish. All work assignments shall be disclosed by the C/S/E at a pre-job conference. Any formal jurisdictional dispute raised under Article XIV must be raised at the pre-job conference upon disclosure of the work assignments. If the C/S/E intends to change the work assignment after the pre-job conference or to make an assignment of work not previously known, the C/S/E must notify the appropriate affected craft union(s) prior to the commencement of work. The C/S/E performing all project work that was not previously assigned at the pre-job conference will conduct a separate pre-job conference for such newly assigned work prior to commencing such work.

ARTICLE XV

MANAGEMENT RIGHTS

15.1 The C/S/Es shall retain full and exclusive authority for the management of their operations including, but is not limited to, the right to direct their working force and to establish coordinated working hours and starting times, which shall not be in conflict with the Schedule A Agreements of the Unions.

15.2 There shall be no limit on production by workers or restrictions on the full use of tools or equipment. Craftsmen using tools shall perform any of the work of the trades and shall work under the direction of the craft foremen. There shall be no restrictions on efficient use of manpower other than as may be required by safety regulations. The C/S/Es may utilize the most efficient methods or techniques of construction, tools or other labor-saving devices to accomplish the work. Restrictive practices not a part of the terms and conditions of this Agreement will not be recognized.

15.3 The C/S/Es shall be the sole judge of the number and classifications of employees required to perform work subject to this Agreement and shall have the absolute right to hire, promote, suspend, discharge or lay off employees at their discretion and to reject any applicant for employment, subject to the provisions of the respective craft collective bargaining agreement between the particular C/S/E and Union and pursuant to this Agreement.

15.4 Nothing in this Agreement shall be construed to limit the right of any of the C/S/Es' to select the lowest bidder they deem qualified for the award of contracts or subcontracts or material, supplies, or equipment purchase orders on the Project. The right of ultimate selection remains solely with the C/S/E in accordance with the construction contract.

15.5 It is recognized that certain materials, equipment and systems of a highly technical and specialized nature will have to be installed at the Project. The nature of the materials or the nature of the equipment and systems, together with requirements of manufacturer's warranty, dictate that it will be pre-fabricated, pre-piped, pre-wired and/or installed under the supervision and direction of the Harbor Department, City

and/or manufacturer's personnel. The Unions agree that such materials, equipment and systems shall be installed without the occurrence of any conduct described in Section 4.1 or 4.2.

ARTICLE XVI

SAFETY, PROTECTION OF PERSON AND PROPERTY

16.1 It shall be the responsibility of each C/S/E to ensure safe working conditions and employee compliance with any safety rules contained herein or established by the Harbor Department, City, the state and the C/S/E. It is understood that the employees have an individual obligation to use diligent care to perform their work in safe manner and to protect themselves and the property of the C/S/E and the Harbor Department.

16.2 Employees shall be bound by the safety, security and visitor rules established by the C/S/E and the Harbor Department. These rules will be published and posted in conspicuous places throughout the work site. An employee's failure to satisfy his/her obligations under this Section will subject him/her to discipline, including discharge.

16.3 The Parties acknowledge that the Harbor Department and the C/S/E have a policy, which prohibits the use, sale, transfer, purchase and/or possession of a controlled substance, alcohol and/or firearms while on the Harbor Department's premises. Additionally, the C/S/E has a "drug free" work place policy, which prohibits those working on the Harbor Department's premises from having a level of alcohol in their system, which could indicate impairment, and/or any level of controlled substances (i.e., illegal drugs) in their system.

16.4 To that end, the Parties agree to adopt the Los Angeles/Orange Counties Building and Construction Trades Council Approved Drug and Alcohol Testing Policy, a

copy of which is attached hereto as Attachment "B" which shall be the policy and procedure utilized under this Agreement.

ARTICLE XVII

SAVINGS CLAUSE

17.1 The Parties agree that in the event any article, provision, clause, sentence or work of the Agreement is determined to be illegal or void as being in contravention of any applicable law, by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect. The Parties further agree that if any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void, by a court of competent jurisdiction, the Parties shall substitute, by mutual agreement, in its place and stead, an article, provision, sentence or word which will meet the objections to its validity and which will be in accordance with the intent and purpose of the article, provision, clause, sentence or word in question.

17.2 The Parties also agree that in the event that a decision of a court of competent jurisdiction materially alters the terms of the Agreement such that the intent of the Parties is defeated, then the entire Agreement shall be null and void.

17.3 If a court of competent jurisdiction determines that all or part of the Agreement is invalid and/or enjoins the City or the Harbor Department from complying with all or part of its provisions and the Board accordingly determines that the Agreement will not be required as part of an award to a C/S/E, the Unions will no longer be bound by the provisions of Article IV to the extent that such C/S/E is no longer bound. The Unions and their members shall remain bound to Article IV with respect to all other C/S/Es who remain bound to this Agreement, and no action taken by the Unions or their members

shall disrupt the work of such C/S/Es.

17.4 The provisions of this Agreement shall not be applicable where prohibited by Presidential Executive Order, Federal or State law, or where the application would be inconsistent with terms and conditions of a grant or a contract with the agency of the United States, State of California, or the instruction of an authorized representative of any of these agencies with respect to any grant or contract.

ARTICLE XVIII

STEWARD

18.1 Each Union shall have the right to designate a working craft employee as steward for each C/S/E employing such craft on the Project. Such designated steward shall be a qualified workman assigned to a crew and shall perform the work of the craft. The steward shall not perform supervisory duties. Under no circumstances shall there be nonworking stewards. Stewards shall be permitted a reasonable amount of time during working hours to perform applicable Union duties related to the work being performed by the craft employees of his/her C/S/E and not to the work being performed by other C/S/Es or their employees.

18.2 Authorized representatives of the Union(s) shall have access to the Covered Project, provided that such representatives fully comply with posted visitor, security, and safety rules and the environmental compliance requirements of the Covered Project, provided that they do not unnecessarily interfere with the employees or cause them to neglect their work. The Contractor recognizes the right of access set forth in this Section and such access will not be unreasonably withheld from an authorized representative of the Union.

ARTICLE XIX

TERM

19.1 This Agreement shall commence upon execution by all Parties (the City of Los Angeles Harbor Department and the Los Angeles/Orange Counties Building and Construction Trades Council and the Craft Unions signatory to this Agreement) and shall continue in full force and effect from the date of execution by all Parties for a period of ten (10) years. During the term of this Agreement, upon request by either Party or by mutual consent, the Parties will meet to discuss the application of and their experience with this Agreement. As a result of any such meeting, the Parties may, but shall not be obligated to, mutually agree to amendments or modification of this Agreement.

19.2 The Agreement shall continue in full force and effect for each covered Project until project acceptance by the Board. Either party desiring to renew, extend or to negotiate changes to this Agreement upon expiration, shall make such intention known to the other party by written notice thereof not less than six (6) months prior to the expiration of this Agreement.

19.3 Any covered Project awarded during the term of this Agreement shall continue to be covered hereunder, until completion of the Project, notwithstanding the expiration date of this Agreement.

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year written below.

THE UNION OFFICIALS signing this Agreement warrant and represent that they are authorized to collectively bargain on behalf of the organizations whom they represent and the members of such organizations.

THE CITY OF LOS ANGELES HARBOR DEPARTMENT

By: _____ Date: 12-11-17
Eugene D. Seroka
Executive Director

By: _____ Date: 12-11-17
Amber Klesges
Commission Secretary

LOS ANGELES/ORANGE COUNTY BUILDING AND CONSTRUCTION TRADES COUNCIL

By: _____ Date: 5-17-17
Ron Miller
Executive Secretary
Los Angeles/Orange County Building
And Construction Trades Council

APPROVED AS TO FORM:

Michael N. Feuer, City Attorney

By: _____ Date: 5/17/2017
Hugo S. Rossitter
Deputy City Attorney

Union Signatory Page

Asbestos Heat & Frost Insulators (Local 5)

Boilermakers (Local 92)

Bricklayers & Allied Craftworkers (Local 4)

Cement Masons (Local 500)

District Council of Laborers

Electricians (Local 11)

Elevator Constructors (Local 18)

Gunite Workers (Local 345)

Iron Workers (Reinforced – Local 416)

Iron Workers (Structural – Local 433)

Laborers (Local 1309)

Laborers (Local 300) (Remediation)

Operating Engineers (Local 12)

Operating Engineers (Local 12)

Operating Engineers (Local 12)

Painters & Allied Trades DC 36

Pipe Trades (Local 250)

Pipe Trades (Local 345)

Pipe Trades (Plumbers Local 78)

Pipe Trades (Sprinkler Fitters Local 709)

Plasterers (Local 200)

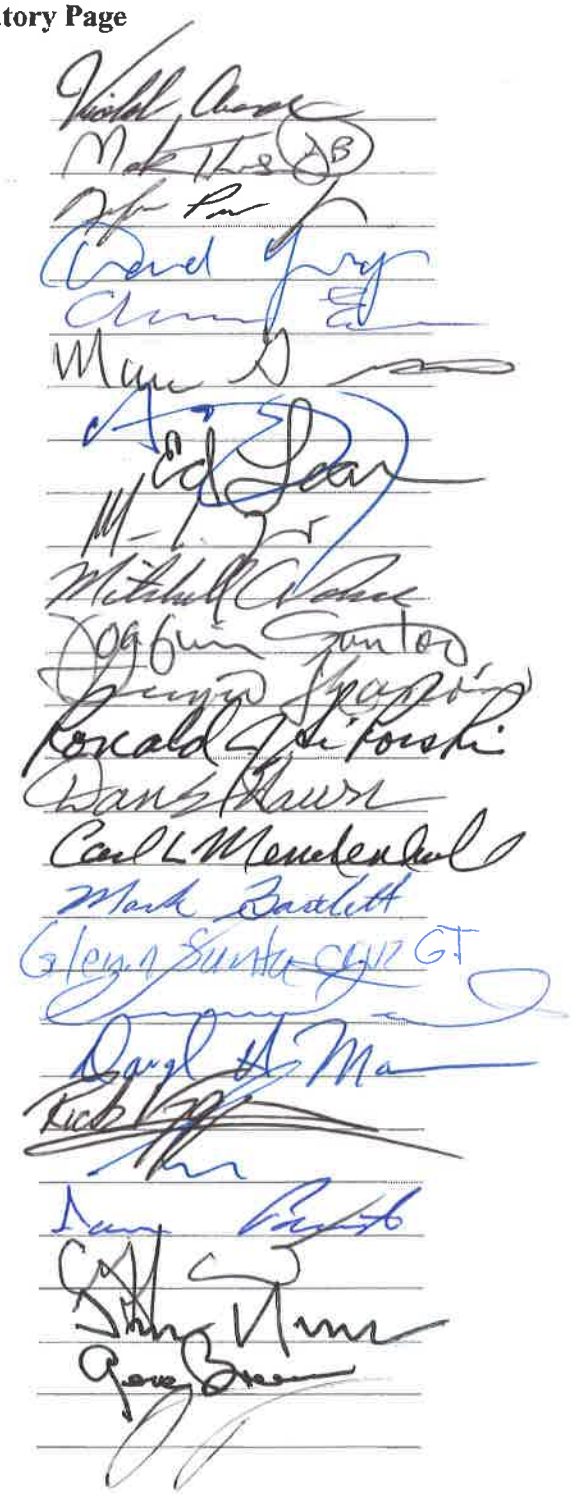
Plaster Tenders (Local 1414)

Roofers & Waterproofers (Local 36)

Sheet Metal Workers (Local 105)

Teamsters (Local 986)

Southwest Regional Council of Carpenters



ATTACHMENT "A"

COMPANY LETTERHEAD

Date: _____

Mr. Shaun Shahrestani
Chief Harbor Engineer
Construction Division
Port of Los Angeles
425 S. Palos Verdes Street
San Pedro, CA. 90731

SUBJECT: LETTER OF ASSENT

Dear Mr. Shahrestani:

This is to certify that the undersigned Contractor/Employer has examined a copy of the subject Project Labor Agreement entered into by and between the City of Los Angeles Harbor Department and Los Angeles/Orange Counties Building and Construction Trades Council and the signatory Unions dated _____. The undersigned Contractor/Employer hereby agrees to comply with all of the terms and conditions of the aforementioned Project Labor Agreement as such labor Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms.

It is understood that the signing of the letter of Assent shall be as binding on the undersigned Contractor/Employer as though the Contractor/Employer had signed the above referred Agreement and shall require all its subcontractors, of whatever tier, to become similarly bound for all work within the scope of this Agreement.

This Letter of Assent shall become effective and binding upon the undersigned Contractor/Employer the _____ day of _____, _____, and shall remain in full force and effect until the completion of the above stated project.

Sincerely,

(Name of Construction Company)

By:_____
(Name and Title of Authorized Executive)

Contractor's State License No.: _____

cc:

ATTACHMENT B

LOS ANGELES/ORANGE COUNTIES

BUILDING AND CONSTRUCTION TRADES COUNCIL

APPROVED

DRUG AND ALCOHOL TESTING POLICY

The Parties recognize the problems which drug and alcohol abuse have created in the construction industry and the need to develop drug and alcohol abuse prevention programs. Accordingly, the Parties agree that in order to enhance the safety of the work place and to maintain a drug and alcohol free work environment, individual Employers may require applicants or employees to undergo drug and alcohol testing.

1. It is understood that the use, possession, transfer or sale of illegal drugs, narcotics, or other unlawful substances, as well as being under the influence of alcohol and the possession or consuming alcohol is absolutely prohibited while employees are on the Employer's job premises or while working on any jobsite in connection with work performed under the Project Labor Agreement ("PLA").

2. No Employer may implement a drug testing program which does not conform in all respects to the provisions of this Policy.

3. No Employer may implement drug testing at any jobsite unless written notice is given to the Union setting forth the location of the jobsite, a description of the project under construction, and the name and telephone number of the Project Supervisor. Said notice shall be addressed to the office of each Union signing the PLA. Said notice shall be delivered in person or by registered mail before the implementation of drug testing. Failure to give such notice shall make any drug testing engaged in by

the Employer a violation of the PLA, and the Employer may not implement any form of drug testing at such jobsite for the following six months.

4. An employer who elects to implement drug testing pursuant to this Agreement shall require all employees on the Project to be tested. With respect to individuals who become employed on the Project subsequent to the proper implementation of this drug testing program, such test shall be administered upon the commencement of employment on the project, whether by referral from a Union Dispatch Office, transfer from another project, or another method. Individuals who were employed on the project prior to the proper implementation of this drug testing program may only be subjected to testing for the reasons set forth in Paragraph 5(f) (1) through 5(f) (3) of this Policy. Refusal to undergo such testing shall be considered sufficient grounds to deny employment on the project.

5. The following procedure shall apply to all drug testing:

a. The Employer may request urine samples only. The applicant or employee shall not be observed when the urine specimen is given. An applicant or employee, at his or her sole option, shall, upon request, receive a blood test in lieu of a urine test. No employee of the Employer shall draw blood from a bargaining unit employee, touch or handle urine specimens, or in any way become involved in the chain of custody of urine or blood specimens. A Union Business Representative, subject to the approval of the individual applicant or employee, shall be permitted to accompany the applicant or employee to the collection facility to observe the collection, bottling, and sealing of the specimen.

b. The testing shall be done by a laboratory approved by the Substance Abuse & Mental Health Services Administration (SAMHSA), which is chosen by the Employer and the Union.

c. An initial test shall be performed using the Enzyme Multiplied Immunoassay Technique (EMZT). In the event a question or positive result arises from the initial test, a confirmation test must be utilized before action can be taken against the applicant or employee. The confirmation test will be by Gas Chromatography Mass Spectrometry (GC/MS). Cutoff levels for both the initial test and confirmation test will be those established by the SAMHSA. Should these SAMHSA levels be changed during the course of this agreement or new testing procedures are approved, then these new regulations will be deemed as part of this existing agreement. Confirmed positive samples will be retained by the testing laboratory in secured long-term frozen storage for a minimum of one year. Handling and transportation of each sample must be documented through strict chain of custody procedures.

d. In the event of a confirmed positive test result the applicant or employee may request, within forty-eight (48) hours, a sample of his/her specimen from the testing laboratory for purposes of a second test to be performed at a second laboratory, designated by the Union and approved by SAMHSA. The retest must be performed within ten (10) days of the request. Chain of custody for this sample shall be maintained by the Employer between the original testing laboratory and the Union's designated laboratory. Retesting shall be performed at the applicant's or employee's expense. In the event of conflicting test results the Employer may require a third test.

e. If, as a result of the above testing procedure, it is determined that an applicant or employee has tested positive, this shall be considered sufficient grounds to deny the applicant or employee his/her employment on the Project.

f. No individual who tests negative for drugs or alcohol pursuant to the above procedure and becomes employed on the Project shall again be subjected to drug testing with the following exceptions:

1. Employees who are involved in industrial accidents resulting in damage to plant, property or equipment or injury to him/herself or others may be tested pursuant to the procedures stated hereinabove.

2. The Employer may test employees following thirty (30) days advance written notice to the employee(s) to be tested and to the applicable Union. Notice to the applicable Union shall be as set forth in Paragraph 3 above and such testing shall be pursuant to the procedures stated hereinabove.

3. The Employer may test an employee where the Employer has reasonable cause to believe that the employee is impaired from performing his/her job. Reasonable cause shall be defined as exhibiting aberrant or unusual behavior, the type of which is a recognized and accepted symptom of impairment (i.e., slurred speech, unusua1 lack of muscular coordination, etc.). Such behavior must be actually observed by at least two persons, one of whom shall be a Supervisor who has been trained to recognize the symptoms of drug abuse or impairment and the other of whom shall be the job steward. If the job steward is unavailable or there is no job steward on the project the other person shall be a member of the applicable Union's bargaining unit. Testing shall be pursuant to the procedures stated hereinabove. Employees who

are tested pursuant to the exceptions set forth in this paragraph and who test positive will be removed from the Employer's payroll.

g. Applicants or employees who do not test positive shall be paid for all time lost while undergoing drug testing. Payment shall be at the applicable wage and benefit rates set forth in the applicable Union's Master Labor Agreement. Applicants who have been dispatched from the Union and who are not put to work pending the results of a test will be paid waiting time until such time as they are put to work. It is understood that an applicant must pass the test as a condition of employment. Applicants who are put to work pending the results of a test will be considered probationary employees.

6. The employers will be allowed to conduct periodic job site drug testing on the Project under the following conditions:

a. The entire jobsite must be tested, including any employee or subcontractor's employee who worked on that project three (3) working days before or after the date of the test;

b. Jobsite testing cannot commence sooner than thirty (30) days after start of the work on the Project;

c. Prior to start of periodic testing, a business representative will be allowed to conduct an educational period on company time to explain periodic jobsite testing program to affected employees;

d. Testing shall be conducted by a SAMHSA certified laboratory, pursuant to the provisions set forth in Paragraph 5 hereinabove.

e. Only two periodic tests may be performed in a twelve month period.

7. It is understood that the unsafe use of prescribed medication, or where the use of prescribed medication impairs the employee's ability to perform work, is a basis for the Employer to remove the employee from the jobsite.

8. Any grievance or dispute which may arise out of the application of this Agreement shall be subject to the grievance and arbitration procedures set forth in the PLA.

9. The establishment or operation of this Policy shall not curtail any right of any employee found in any law, rule or regulation. Should any part of this Agreement be found unlawful by a court of competent jurisdiction or a public agency having jurisdiction over the parties, the remaining portions of the Agreement shall be unaffected and the parties shall enter negotiations to replace the affected provision.

10. Present employees, if tested positive, shall have the prerogative for rehabilitation program at the employee's expense. When such program has been successfully completed the Employer shall not discriminate in any way against the employee. If work for which the employee is qualified exists he/she shall be reinstated.

11. The Employer agrees that results of urine and blood tests performed hereunder will be considered medical records held confidential to the extent permitted or required by law. Such records shall not be released to any persons or entities other than designated Employer representatives and the applicable Union. Such release to the applicable Union shall only be allowed upon the signing of a written release and the information contained therein shall not be used to discourage the employment of the individual applicant or employee on any subsequent occasion.

12. The Employer shall indemnify and hold the Union harmless against any and all claims, demands, suits, or liabilities that may arise out of the application of this Agreement and/or any program permitted hereunder.

13. Employees who seek voluntary assistance for substance abuse may not be disciplined for seeking such assistance. Requests from employees for such assistance shall remain confidential and shall not be revealed to other employees or management personnel without the employee's consent. Employees enrolled in substance abuse programs shall be subject to all Employer rules, regulations and job performance standards with the understanding that an employee enrolled in such a program is receiving treatment for an illness.

14. This Memorandum, of Understanding shall constitute the only Agreement in effect between the parties concerning drug and alcohol abuse, prevention and testing. Any modifications thereto must be accomplished pursuant to collective bargaining negotiations between the parties.

DRUG ABUSE PREVENTION AND DETECTION

APPENDIX A

CUTOFF LEVELS

DRUG	SCREENING METHOD	SCREENING LEVEL **	CONFIRMATION METHOD	CONFIRMATION LEVEL
Alcohol	EMIT	0.02%	CG/MS	0.02%
Amphetamines	EMIT	1000 ng/m*	CG/MS	500 ng/ml*
Barbiturates	EMIT	300 ng/ml	CG/MS	200 ng/ml
Benzodiazepines	EMIT	300 ng/ml	CG/MS	300 ng/ml
Cocaine	EMIT	300 ng/ml*	CG/MS	150 ng/ml*
Methadone	EMIT	300 ng/ml	CG/MS	100 ng/ml
Methaqualone	EMIT	300 ng/ml	CG/MS	300 ng/ml
Opiates	EMIT	2000 ng/ml*	CG/MS	2000 ng/ml*
PCP (Phencyclidine)	EMIT	25 ng/ml*	CG/MS	25 ng/ml*
THC (Marijuana)	EMIT	50 ng/ml*	CG/MS	15 ng/ml*
Propoxyphene	EMIT	300 ng/ml	CG/MS	100 ng/ml

* SAMHSA specified threshold

** A sample reported positive contains the Indicated drug at or above the cutoff level for that drug. A negative sample either contains no drug or contains a drug below the cutoff level.

EMIT - Enzyme Immunoassay

CC/MS - Gas Chromatography/Mass Spectrometry

SIDE LETTER OF AGREEMENT

TESTING POLICY FOR DRUG ABUSE

It is hereby agreed between the parties hereto that an Employer who has otherwise properly implemented drug testing, as set forth in the Testing Policy for Drug Abuse, shall have the right to offer an applicant or employee a "quick" drug screening test. This “quick” screen test shall consist either of the “ICUP” urine screen or similar test or an oral screen test. The applicant or employee shall have the absolute right to select either of the two “quick” screen tests, or to reject both and request a full drug test.

An applicant or employee who selects one of the quick screen tests, and who passes the test, shall be put to work immediately. An applicant or employee who fails the “quick” screen test, or who rejects the quick screen tests, shall be tested pursuant to the procedures set forth in the Testing Policy for Drug Abuse. The sample used for the "quick" screen test shall be discarded immediately upon conclusion of the test. An applicant or employee shall not be deprived of any rights granted to them by the Testing Policy for Drug Abuse as a result of any occurrence related to the “quick” screen test.

Attachment C

CITY OF LOS ANGELES HARBOR DEPARTMENT
REQUEST/VERIFICATION FOR CRAFT EMPLOYEES
(*INSERT NAME OF PROJECT*)

INSTRUCTIONS

To the Contractor:

Please complete and fax this form to the applicable union to request craft workers that fulfill all hiring requirements for the City of Los Angeles project. After faxing your request, call the Local to verify receipt and substantiate their capacity to furnish local, at-risk or general dispatch as requested. Contact information for Locals is listed on back of form. Please print your Fax Transmission Verification Report and keep a copy of this request for your records.

To the Union:

Please complete the "Union Use Only" section and fax form back to the requesting contractor. Retain form for your records.

To:	Local	Fax# ( )	Date:
From – Company Name			
Person Sending:		Contact Phone: ( )	

Please provide me with union craft workers per the City of Los Angeles PLA that fulfills the requirements for this project as defined below:

30% Local Requirement (Union craft employees, including apprentices, who reside in the local metropolitan area zip codes listed below. If unavailable, can be dispatched from any one of the Citywide zip codes listed in Attachment).

SEE ATTACHED TIER 1 AND TIER 2 ZIP CODES

10% "Transitional Worker" Requirement (Union craft employees, including apprentices, who live in one of the Citywide zip codes listed in Attachment, and are certified to fulfill the "Transitional worker" hiring requirement).

General Dispatch (Union craft employees dispatched per normal dispatch procedures, not including the 30% Local or 10% Transitional Worker requirements)

Employee Name	Address	Zip Code

Craft Employees Requested						
Job/Craft Description	Journeyman / Apprenticeship Level	Number(s) Requested			Report Date	Report Time
		30% Local	10% Transitional	General Dispatch		

Total Workers Requested_____

Please have worker(s) report to the following address indicated below:

Site Address: _____ **Report to (On-Site Contact):** _____

On-Site Tel.#: ( ) **Fax: ( )** _____

Comments or special requirements:

Union Use Only

(Fax the Completed Form Back to Contractor)

Reception Date:	Dispatch Date:	Received By:
Requested Dispatch	Available for Dispatch	Unavailable for Dispatch
30% Local	☐	☐
10% Transitional	☐	☐
General Dispatch	☐	☐

Comments:

ATTACHMENT D

Harbor Department PLA Construction Trade Unions Contact Numbers

Asbestos Heat & Frost Insulators (Local 5)
670 E. Foothill Blvd.
Azusa, CA 91702
Tel: (626) 815-9794
Fax: (626) 815-0165

Boilermakers (Local 92)
2260 S. Riverside Avenue
Bloomington, CA 92316
Tel: (909) 877-9382
Fax: (909) 877-8318

Bricklayers & Allied Craftworkers (Loc. 4)
11818 Clark St., Suite A
Arcadia, CA 91706
Tel: (626) 739-5600
Fax: (626) 739-5610

Drywall Finishers Local 1136
Corporate Center Drive
Monterey Park, CA 91754
Tel: (626) 296-8003
Fax: (626) 296-8076

Electricians (Local 11)
297 N. Marengo Avenue
Pasadena, CA 91101
Tel: (626) 243-9700
Fax: (626) 793-9743

Elevator Constructors (Local 18)
100 S. Mentor Avenue
Pasadena, CA 91106
Tel: (626) 449-1869
Fax: (626) 577-1055

Operating Engineers (Local 12)
150 E. Corson
Pasadena, CA 91103
Tel: (626) 792-8900
Fax: (626) 792-9039

Glaziers (Local 636)
1155 Corporate Center Dr.
Monterey Park, CA 91754
Tel: (626) 448-1565
Fax: (626) 797-8395

Gunite Workers (Local 345)
P.O. Box 3345
Burbank, CA 91508
Tel: (818) 846-1303
Fax: (818) 846-1226

Iron Workers (Reinforced – Local 416)
13830 San Antonio Dr.
Norwalk, CA 90650
Tel: (562) 868-1251
Fax: (562) 868-1429

Iron Workers (Structural – Local 433)
17495 Hurley St. East
City of Industry, CA 91744
Tel: (626) 964-2500
Fax: (626) 964-1754

Laborers Local 1309
3971 Pixie Ave.
Lakewood, CA 90712
Tel: (562) 421-9346
Fax: (562) 421-5964

Laborers Local 300
2005 W. Pico Blvd.
Los Angeles, CA 90006
Tel: (213) 385-3550
Fax: (213) 385-6985

Painters & Allied Trades DC 36
1155 Corporate Center Drive
Monterey Park, CA 91754
Tel: (626) 584-9925
Fax: (626) 584-1949

Plaster Tenders
1055 W. Second Street
Pomona, CA
Tel.: (909) 622-8500
Fax: (909) 623-5244

Plumbers (Local 78)
1111 West James Wood Boulevard
Los Angeles, CA 90015
(213) 688-9000
(213) 627-4624

Pipe Trades (Local 250)
Steamfitters/Air Conditioning/ Refrigeration / Industrial Pipefitters
18355 S. Figueroa St.
Gardena, CA 90248
Steamfitters: Tel: (310) 660-0035
Fax: (310) 329-2465
AC/Refrig. Tel: (310) 660-0045
FAX: (310) 329-2465

Pipe Trades (Local 345)
Landscape, Irrigation, Underground & Specialty Piping
1430 Huntington Dr.
Duarte, CA 91010
Tel: (626) 357-9345
Fax: (626) 359-0359

Pipe Trades (Sprinkler Fitters – Local 709)
12140 Rivera Road
Whittier, CA 90606
Tel: (562) 698-9909
Fax: (562) 698-7255

Plasterers (Local 200)
1610 W. Holt Ave.
Pomona, CA 91768
Tel: (909) 865-2240
Fax: (909) 865-9392

Cement Masons #500
1605 N. Susan St.
Santa Ana, CA 92703
Tel.: (714) 554-0730
Fax: (714) 265-0780

Resilient Floor & Dec. Cov. (Local 1247)
8051 Pioneer Blvd.
Whittier, CA 90606
Tel: (562) 695-7402
Fax: (562) 695-6337

Roofers & Waterproofers (Local 36)
5380 Poplar Blvd.
Los Angeles, CA 90032
Tel: (323) 222-0251
Fax: (323) 222-3585

Sheet Metal Workers (Local 105)
2120 Auto Centre Dr., Suite 105
Glendora, CA 91740
Tel: (909) 305-2800
Fax: (909) 305-2822

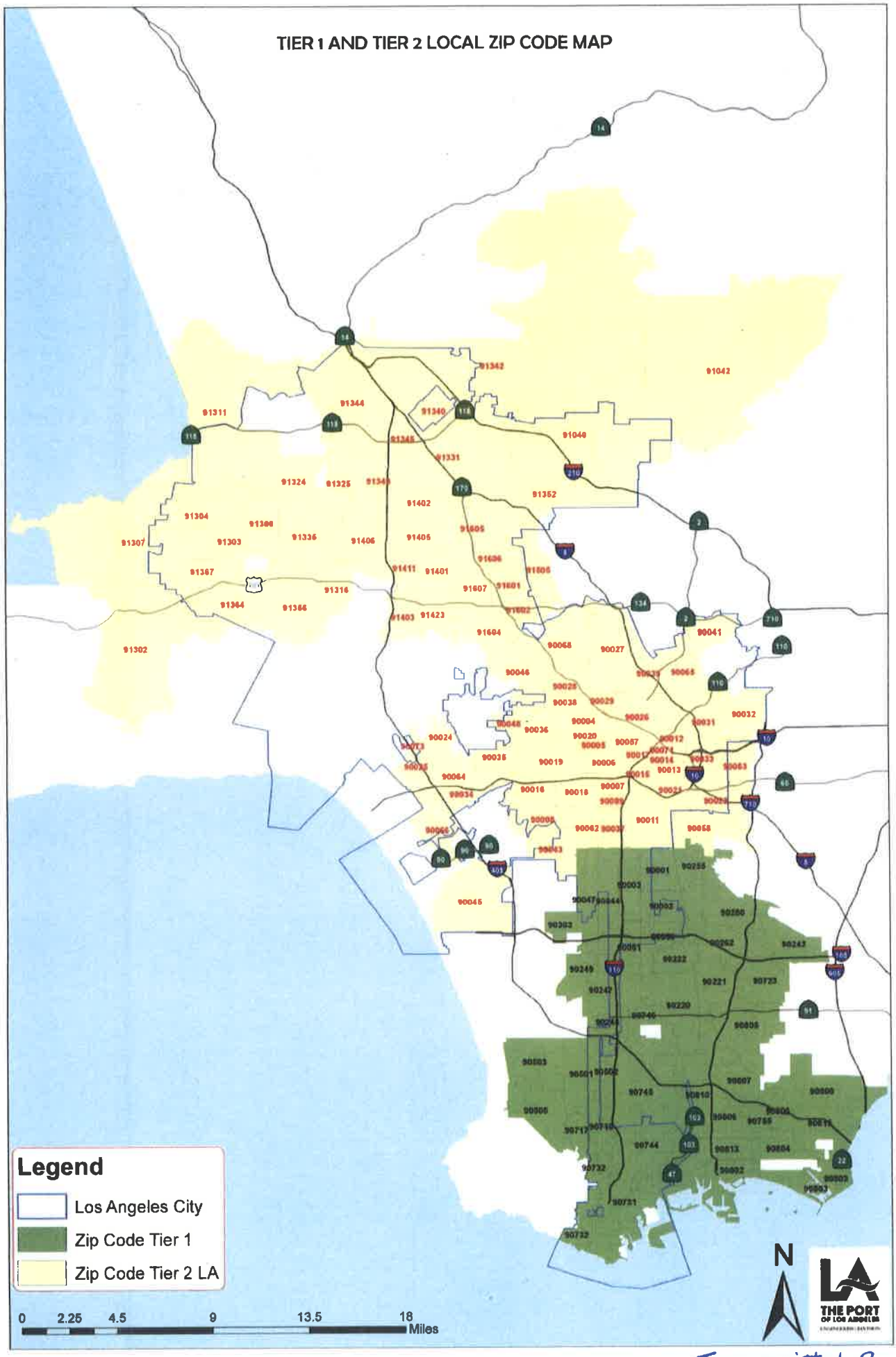
Teamsters (Local 986)
1198 Durfee Avenue
So. El Monte, CA 91733
Tel: (626) 350-9860
Fax: (626) 448-0986

Tradeshow and Sign Crafts
1155 Corporate Center Drive
Monterey Park, CA 91754
Tel: (626) 296-8086
Fax: (626) 584-1949

ATTACHMENT E
Harbor Department Calendar Years 2017 Thru 2027
Capital Improvement Program (CIP) Project List

Project Title	Anticipated Start
2017 - 2019 Site Improvements	2017/2018
B. 196-199 & 200A - Wharf Rehabilitation (2516600)	2017/2018
B. 212-224 - Intermodal Container Transfer Facility (ICTF) Expansion (2533300)	2017/2018
B. 93 - Cruise Terminal - Customs and Border Protection Improvements (2525300)	2017/2018
B.187-190 - MOTEMS Repairs (2524600)	2017/2018
Front Street Beautification (2504700)	2017/2018
North Gaffey Street Beautification -Phase II (7934500)	2017/2018
B. 240 A, B, & C - Seawall Improvements - ExxonMobil (2537600)	2017/2018
San Pedro Waterfront - Ports O' Call Promenade and Town Square (2532100)	2017/2018
B. 200 - Rail Yard and Track Connections Enhancements (2540800)	2017/2018
B. 214 - 220 - Concrete Wharf Improvements (2537800)	2018/2019
B. 167-169 - MOTEMS- Shell (2493600)	2018/2019
B. 226-236 Terminal Improvements - Wharf and Backlands (2531200)	2018/2019
B. 228-230 - Alternative Maritime Power (AMP) Upgrade and Retrofit (2529400)	2018/2019
Wilmington Waterfront Pedestrian Bridge (2537700)	2018/2019
Wilmington Waterfront Promenade (2533000)	2018/2019
San Pedro Waterfront - Sampson Way (7th St. to 22nd St.) Roadway Improvements (2488200)	2018/2019
2018 - 2020 Marine Improvements	2018/2019
B. 148-151 - MOTEMS- Phillips 66 (2493800)	2018/2019
B. 238 - MOTEMS- ExxonMobil (2489900)	2018/2019
West Basin Lead Track Gap Closure (2536600)	2018/2019
B. 226-236- Terminal Infrastructure Reconstruction (2539400)	2018/2019
San Pedro Waterfront - Harbor Boulevard From Miner Street to SP Slip (2543000)	2018/2019
San Pedro Waterfront - B. 57 - Wharf Retrofit and Signal Street Improvements (2500600)	2019/2020
San Pedro Waterfront - B. 80-83 - Waterside Improvements (2539000)	2019/2020
2019 - 2021 Site Improvements	2019/2020
B. 164 - MOTEMS - Valero (2493900)	2019/2020
B. 100-102 Marine Operations Building (2454300)	TBD
B. 100-102 Crane Maintenance Building (2502600)	TBD
B. 121-131 Wharf Upgrades (2449000)	TBD
B. 121-131 West Basin Intemodal Container Transfer Facility (WBICTF)(24810000)	TBD
RB 301-305 Buildings, Gates and Backland Development(2489000)	TBD
B. 306 Wharf and Backland Development (2489100)	TBD
B. 306 Alternative Maritime Power (AMP) (2506800)	TBD
B. 163 MOTEMS-NuStar (2493700)	TBD
B. 187-191 MOTEMS-Vopak (2494000)	TBD
B. 161 Marine Ways Modifications (2486100)	TBD
Harbor Administration Building-HVAC Replacement (2509600)	TBD

All Projects on this list are subject to change. The anticipated starts are the best estimate at the time this document was prepared.



Transmittal 2



CONSTRUCTION CAREERS POLICY

(Revision 1)

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SECTION I. DEFINITIONS

1. "Apprentice" means any worker who is indentured in a bona fide Labor/Management construction apprenticeship program, registered and approved by the State of California Department of Industrial Relations, Division of Apprenticeship Standards (DAS) or in the case of Projects with federal funding, indentured in a bona fide Labor/Management apprenticeship program approved by the US Department of Labor (DOL) and California DAS.

2. "Apprenticeship Program" means any Labor/Management construction apprenticeship program certified and approved by the California DAS or in the case of Projects with federal funding, approved by the US DOL and California DAS.

3. "Awarding Authority" means the City of Los Angeles, acting by and through the Board of Harbor Commissioners, or any employee or officer of the Board that is authorized to award or enter into any contract on behalf of the Board.

4 "Board" means the Los Angeles Board of Harbor Commissioners.

5. "Bureau of Contract Administration" (BCA) means the designated bureau within the City's Department of Public Works which may provide support services to the Harbor Department in administering the Policy and the PLA.

6. "City" means the City of Los Angeles, a municipal corporation, and all City awarding authorities.

7. "Construction Contract" means a City contract which has been awarded by the Board, and is necessary to complete the Project.

8. "Contractor/Subcontractor/Employer (C/S/E)" means any individual firm, partnership, owner operator, or corporation, or combination thereof, including joint ventures, which is an independent business enterprise and has entered into a contract with the Harbor Department or any of its contractors or subcontractors/owner operators of any tier, with respect to the construction of any part of the Project(s) under contract terms and conditions approved by the Board.

9. "Core Worker" means a verifiable member of a C/S/E's core workforce for the purpose of the PLA and this Policy if the worker's name appears on the C/S/E's active payroll for 60 of 100 working days immediately prior to award of the construction contract and meets all standards required by applicable local, state or federal law or regulation.

10. "Covered Project(s)" or "Project" means a project or projects that have been included in the Ten-Year "Capital Improvement Program (CIP) Project List" included as Attachment "E" to the PLA, or so designated by the Board. The Board may identify additional projects that are appropriate for coverage by the Agreement for

inclusion under the CIP and include such projects by Board Resolution. The Board shall request an annual review of the Harbor Department Capital Improvement Program to identify any new projects appropriate for coverage by the Agreement.

11. "Craft Request Form" means the document through which a C/S/E shall request workers from the Union and/or Jobs Coordinator, in the form set forth in the PLA and/or Policy.

12. "Employment Hiring Plan" (EHP) means a C/S/E's detailed hiring plan as described in BCA's Targeted Hiring Guidelines for Contractors and the Policy or other applicable Department policy.

13. "Engineer" means the Chief Harbor Engineer of the City of Los Angeles Harbor Department, Construction Division, or its authorized representative.

14. "Executive Director" shall mean the Executive Director of the City of Los Angeles Harbor Department, or his or her designee.

15. "FHWA Project" means a Harbor Department Project that is funded in whole or in part by the Federal Highway Administration (FHWA).

16. "Harbor Department" means the city of Los Angeles Harbor Department.

17. "Jobs Coordinator" means the Prime Contractor's designated person, agent or agency that will facilitate the local hire referral process with the C/S/E, Unions and other referral organizations, such as those listed in the BCA's Targeted Hiring Guidelines for Contractors. The Jobs Coordinator must be able to demonstrate or document to the BCA that it has the requisite qualification and/or experience to fulfill the duties and responsibilities as outlined in the Policy.

18. "LA/OCBTC" (Trades Council) means the Los Angeles /Orange Counties Building and Construction Trades Council.

19. "Letter of Assent" means the document that each C/S/E (of any tier) must sign and submit to the Engineer or designated administrator, which formally binds them to adherence to all the forms, requirements and conditions of the PLA and this Policy.

20. "Liquidated Damages" means disputed funds withheld from the Prime Contractor until they are found to be in compliance, the contract is terminated, or the Covered Project is completed.

21. "Local Resident" means an individual whose primary residence is within the Tier 1 or Tier 2 zip code areas.

22. "Long-Term Unemployment" as defined by the Bureau of Labor Statistics means being jobless for 21 weeks or more, as defined.

24. “PLA” means the Project Labor Agreement entered into between the Harbor Department of the City of Los Angeles and Unions, applicable to Covered Projects.

25. “Policy” means this Harbor Department Construction Careers Policy.

26. “Port” means the Port of Los Angeles.

27. “Project Work” means construction work performed as part of a Covered Project.

28. “Prime Contractor” means any individual firm, partnership, owner-operator, or corporation, or combination thereof, including joint-ventures, that is an independent business enterprise and that has entered into a Construction Contract with the Harbor Department.

29. “Reporting Period” means the Harbor Department’s indicated reporting period for measuring the targeted hiring efforts of the C/S/Es. These reporting periods shall be at the Harbor Department’s determination of 10%, 30%, 50%, 70% and 90% construction completion phases.

30. “Targeted Hiring Guidelines for Contractors” means the document provided by the Department to assist C/S/E’s in implementing the targeted hiring procedures.

31. “Tier 1” means the zip codes identified in Article 7.4 of the PLA, which fall within an approximate ten mile radius of the Port and in which the rate of unemployment is in excess of 105% of the County of Los Angeles’ unemployment rate at the time of application and/or are within the area of Port-related operations and activity.

32. “Tier 2” means the zip codes within the City, identified in Article 7.5 of the PLA, that includes at least 2 census tracts (or a portion thereof) in which the median annual household income is less than $62,627 per and/or where the rate of unemployment is in excess of 100% of the County of Los Angeles’ unemployment rate at the time of application.

33. “Transitional Worker” means any individual whose primary place of residence is within a Tier 1 or Tier 2 zip code of the City of Los Angeles, and who prior to commencing work on a project has been certified as satisfying at least one of the following criteria:

    (1) having a Veteran status; having a documented history of involvement with the criminal justice system; being homeless; or

    (2) is an individual facing two or more of the following barriers to employment: having a household income less than 50% of the Los Angeles County median annual household income, receiving public assistance, lacking a GED or high school diploma, being a custodial single parent, suffering from long term unemployment, being emancipated from the foster care system, or being an

apprentice, in a program described in Section I Number 1 above , with less than 15% of the apprenticeship hours required to graduate to journey level.

34. “Underemployment” means a situation in which a worker (i) is employed only part-time when one needs and desires full-time employment, and/or (ii) is inadequately employed at a low-paying job that requires less skill or training than one possesses.

35. “Unemployment” means, in accordance with the Bureau of Labor Statistics definition, a situation in which a person does not have a job, has actively looked for work in the prior4 weeks, and is currently available for work and chronic Unemployment means unemployment lasting 27 weeks or longer.

36. “Union(s)” or “Signatory Unions” means the Los Angeles/Orange Counties Building and Construction Trades Council affiliated with the Building & Construction Trades Department (AFL/CIO) Craft International Unions or any other craft labor organization signatory to the PLA, acting in their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have through their officers executed the PLA.

SECTION II. COVERAGE OF PROJECTS

1. Covered Projects:

   (a) Except as provided otherwise herein, this Policy applies to all Covered Projects contained in the 10-Year CIP list, and awarded by the Board.

   (b) The Board may identify additional projects that are appropriate for coverage by the Policy and the PLA and include such projects by Board Resolution based on specific findings that such coverage will advance the Harbor Department’s legitimate proprietary and policy interests and promote the public interest in assuring completion of the project in question in a safe and cost-effective manner while minimizing or negating any adverse impact to the public welfare.

2. FHWA Projects: In the event that the Harbor Department determines that a project to which this Policy applies is an FHWA Project or other grant-funded project, the Department shall modify or not enforce any aspect of the Policy or PLA in accordance with a valid and binding instruction from the U.S. Department of Transportation or applicable funding authority.

SECTION III. IMPLEMENTATION

Prior to bid, Harbor Department staff shall review each Covered Project's bid specifications to ensure the following provisions are incorporated:

1. That the Request for Bid Package Authorization from the Executive Director specifies that the Covered Project contains the PLA and this Policy;

2. That the Bid specifications require all contractors submitting bids or proposals agree to the terms of the PLA and this Policy;

3. That a provision exists in the prime contract obligating the Prime Contractor and all its C/S/Es (of any tier) to comply with the terms of the PLA and this Policy and require compliance with PLA and Policy terms through a Letter of Assent or any other form or legally enforceable obligation to the City.

4. That the Construction Contract shall include provisions establishing liquidated damages amounts as described in Section VIII of this Policy.

SECTION IV. EXCLUSIONS AND/OR MODIFICATIONS

1. Funding Source: this Policy shall not apply to construction contracts or projects where the funding source has established provisions or rules that forbid the inclusion of a PLA and/or Local Hire provision. If the project is listed as part of the CIP, Harbor Department staff must present the reason(s) to the Board prior to final determination to exclude the Covered Project.

2. This Policy shall not apply to work performed by a C/S/E's executives, managerial employees, engineering employees, supervisors (except those covered by Schedule A collective bargaining agreements), office and clerical employees, or any other employee not performing construction craftwork.

3. Out-of-State Workers: hours worked by residents of states other than California shall not be included in calculation of total hours of project work for purposes of determining compliance with the Section 5 below.

SECTION V. TARGETED HIRING

1. Requirements for Covered Projects:

   The Prime Contractor shall ensure that the following targeted hiring requirements are met for each Covered Project:

(a) At least 30% of total work hours on each project shall be performed by Local Residents residing within Tier 1 as described in Article 7.4 of the PLA. If the 30% local hire is not attained utilizing Tier 1, the outreach shall expand to the Tier 2 as described in Article 7.5 of the PLA.

(b) At least 20% of total work hours on each project will be performed by apprentices, but the hours performed by apprentices in each individual craft shall not exceed the ratio to journeymen established by the applicable craft union's DAS approved apprenticeship standards. The parties agree that residents in the Tier 1 or 2 zip code areas will perform 50% of all apprenticeship hours worked on the Project.

(c) At least 10% of total hours worked on each project shall be performed by Transitional Workers residing within Tier 1 or Tier 2 zip code areas described in Articles 7.4 and 7.5 of the PLA respectively and the remaining zip code areas within the City of Los Angeles. These hours shall be applied towards the 30% Local Resident targeted hiring.

SECTION VI. RESPONSIBILITIES OF HARBOR DEPARTMENT, C/S/Es, UNIONS, and JOBS COORDINATOR

1. Harbor Department Responsibilities:

(a) Work with BCA or the Harbor Department's designated PLA administrator to monitor and enforce the targeted hiring measures of the PLA and Policy and issue Notices of Non-Compliance where appropriate.

(b) Review, approve or disapprove submitted Employment Hiring Plans prior to a C/S/E's estimated start of work. Approval of a C/S/E to work on a Covered Project is contingent on the C/S/E's submittal of an approved EHP.

(c) Ensure, prior to a C/S/E's approval to work on a Covered Project, its submittal of a duly signed Letter of Assent.

(d) Work with BCA or the Harbor Department's designated PLA administrator to post local hire status reports on the BCA website (http://bca.lacity.org) for Covered Projects.

(e) Inform the Board on a quarterly basis regarding the status of all Covered Projects.

(f) Determine any withholding from payments as disputed funds and make recommendations for assessment of Liquidated Damages.

2. Prime Contractor and C/S/Es:

(a) Employment Hiring Plan (EHP): Prime Contractor shall ensure that its C/S/Es (of any tier), at least 20 business days prior to starting their work on the Covered Project, shall submit their plan(s) to the Harbor Department for approval by the Executive Director or his/her designee. Each C/S/E shall include in its EHP a description of how it will meet the targeted hiring requirements set forth in the PLA and Policy. No C/S/E (of any tier) shall be approved to work on a Covered Project without an approved EHP.

(b) PLA and Policy: Prime Contractor shall ensure that its C/S/Es (of any tier), prior to start of work, (i) read and understand the requirements of the PLA and Policy; (ii) submit their Employment Hiring Plans at least 20 business days prior to their subcontractors' start of work and (iii) sign and submit their Letters of Assent prior to start of work. No C/S/E (of any tier) shall be approved to work on a Covered Project without having submitted a signed Letter of Assent.

(c) Prior to start of work on the project, the Prime Contractor shall:

(i) Recommend a Jobs Coordinator for approval by the Harbor Department.

(ii) Upon Department's approval of its Jobs Coordinator, notify its subcontractor (of any tier) who the Jobs Coordinator is.

(iii) Provide within 10-calendar days upon request by the Department or its designated representative, documentation of their Jobs Coordinator's qualifications.

(d) The Prime Contractor and its C/S/Es (of any tier) shall coordinate with the Jobs Coordinator for services to support their efforts in meeting the targeted hiring percentages as described in Article 7 of the PLA and Section 5 of the Policy.

(e) Pre-Job Conference: The Prime Contractor and its C/S/Es (of any tier), prior to start of work, shall hold a pre-job conference. The purpose of the pre-job conference is to determine craft personnel needs, schedule of work for the contract and all other matters as described in the PLA and the Policy. All work assignments shall be disclosed by the Prime Contractor and/or C/S/Es (of any tier) at the pre-job conference. Any formal jurisdictional dispute(s) raised under Article 14 of the PLA must be raised at the pre-job conference upon disclosure of the work assignments. If the Prime Contractor and/or C/S/Es intend to change the work assignment after the pre-job conference or to make an assignment of work not previously known, the Prime Contractor and/or C/S/Es must notify the appropriate affected craft union(s) prior to the commencement of work.

(f) Craft Request Form: The Prime Contractor and its C/S/Es (of any tier) shall only use the Craft Request Form (Attachment “C” of the PLA) and the procedures written therein to request workers from the affected Union(s). All C/S/Es must transmit a concurrent Craft Request transmittal of such request to the Jobs Coordinator.

(g) The Prime Contractor and its C/S/Es (of any tier) must satisfactorily document their contact with the Jobs Coordinator when the Unions have not been able to refer a Local Resident and/or Transitional Worker within the 48-hour window of referral.

(h) The Prime Contractor and its C/S/Es (of any tier) shall maintain proof of transmittal of the Craft Request forms to the Union hiring halls and Jobs Coordinator. Upon request by the Harbor Department or its designated representative, copies shall be provided within 10-calendar days of request.

(i) The Prime Contractor and its C/S/Es (of any tier) shall make available to the Harbor Department, BCA, or designated representatives, records and information that are deemed relevant to monitoring and enforcement of the provisions of the PLA and the Policy.

(j) The Prime Contractor and its C/S/Es (of any tier) shall cooperate fully and promptly with any inquiry or investigation the Harbor Department, BCA or designated representatives deem necessary in order to monitor compliance with the provisions of the PLA and the Policy.

(k) The Prime Contractor and its C/S/Es (of any tier), within 60 calendar days after concluding work on the Covered Project, shall submit to the Harbor Department a verified statement of the number of journeypersons and apprentices who worked on the project, their classifications and the hours worked (per California Labor Code 1777.5(e)).

Upon request of the BCA, or the Harbor Department, the Prime Contractor and its C/S/Es (of any tier) must provide documentation of their Local Resident, Apprentice and Transitional Workers targeted hiring participation level efforts within 10-calendar days of the request for documentation.

3. Union Responsibilities:

(a) Ensure that its dispatchers properly adhere to the use of the Craft Request Form and the procedures written therein.

(b) Refer Local Residents and/or Transitional Workers requested through the Craft Request Form regardless of their place on the hiring hall list and normal referral procedures.

(c) Exert their best efforts to recruit and identify Local Residents residing in Tier 1, and then Tier 2 zip code areas, as well as those referred by the Jobs Coordinator for entrance, indentureship into a union apprenticeship program, and assisting such individuals in graduating into eligible journeypersons.

(d) Upon receiving a request from a C/S/E for a Local Resident, exhaust the available list of individuals residing the Tier 1 zip codes before referring an individual residing in the Tier 2 zip codes.

(e) Track retention of Local Residents and/or Transitional Worker apprentices participating in joint Labor/Management apprenticeship programs and provide the Harbor Department with the necessary information as requested.

4. Jobs Coordinator:

(a) Criteria for Selecting a Jobs Coordinator: The Jobs Coordinator plays an integral part in the success of its partners in obtaining the targeted hiring percentages. It is the responsibility of the Prime Contractor to designate a Jobs Coordinator possessing, but not limited to, the following demonstrable experience and qualifications:

(i) Developing, creating, designing and marketing specific programs targeting Local Residents and/or Transitional Workers for construction opportunities at the Covered Project (e.g. handouts and fliers for “walk-ins” demonstrating program entrance procedures).

(ii) Coordinating services for contractors to assist in their local worker, transitional worker and apprentice utilization.

(iii) Educating and assisting contractors on incentives provided by State or federal programs for On-the-Job Training and employer tax credits.

(iv) Conducting orientations, job fairs and community outreach meetings to the local community.

(v) Providing supportive services such as skills training, child care, transportation, education remediation, assistance with union fees and tools.

(vi) Screening and certifying the Transitional Worker status of workers.

(vii) Establishing a referral and retention tracking mechanism for placed local and/or transitional workers and apprentices.

(viii) Networking with the various Work Source Centers, community and faith based organizations and other non-profit entities that provide qualified local workers and/or transitional workers.

(ix) Liaising with the various building trades crafts for referral and placement of local hire and/or transitional workers.

(b) Jobs Coordinator Responsibilities. The Jobs Coordinator shall:

(i) Coordinate the local hire referral process with the C/S/Es, Unions, City Work Source Centers, Faith and Community Based Organizations, and other organizations that can provide qualified local hire referrals.

(ii) Certify the Transitional Worker status.

(iii) Maintain a database of pre-qualified Local Residents for referral to work on a Covered Project and/or indentureship into a bona fide Labor/Management apprenticeship program.

(iv) Facilitate relationships among approved apprenticeship programs and the C/S/Es to enable prompt referral.

(v) Be the point of contact to provide information about available job opportunities on Covered Projects.

(vi) Educate and provide financial incentives information to the C/S/Es whom hire eligible workers under Work Opportunity Tax Credit (WOTC) and On-the-Job Training (OJT) and other benefits for which a C/S/E may be eligible based on their implementation of the Local Hire requirements.

(vii) Assist the C/S/Es with their local hire effort documentations and other reports as it relates to their Local Resident and/or Transitional Worker targeted hiring requirements.

(viii) Work closely with Harbor Department staff, the building trades and C/S/Es in achieving the targeted hiring.

Parties with responsibilities under the PLA and/or Policy, shall maintain those responsibilities regardless of the performance of the Jobs Coordinator at the tasks described in the PLA and the Policy.

SECTION VII. COMPLIANCE

The Harbor Department or its authorized representatives shall determine whether a Prime Contractor and its C/S/Es have complied with the requirements of the PLA and the Policy. The Prime Contractor is ultimately responsible for its and its C/S/Es (of any tier) compliance with the PLA and Policy requirements.

In determining compliance with the Apprentice Targeted Hiring, project hours performed by trades who do not have approved training under Chief of the Division of apprenticeship standards, and/or do not have written apprentice agreements under Chapter 4(commencing with Section 3070) will be excluded in calculations determining compliance with the Targeted Hiring requirements as applicable.

1. If, after the Harbor Department or its authorized representatives takes into account all applicable hours of Project Work performed up to that point in time of the Reporting Period, the targeted hiring requirements of the PLA and Policy have been satisfied for a Project, then the Prime Contractor and its subcontractors (of any tier) working on that Project shall be deemed to be in compliance.

2. If the targeted hiring requirements of the PLA and the Policy have not been satisfied for a Project, the Prime Contractor nonetheless may be deemed to be in compliance if it demonstrates both (a) that it and each of its C/S/Es (of any tier) have complied with all other requirements of the PLA and the Policy, and (b) that it and each C/S/E (of any tier) have either (i) satisfied the targeted hiring requirements of the PLA and this Policy with regard to the Project Work that it has performed or (ii) satisfactorily demonstrated the following:

    (a) Adherence to procedures contained in its Employment Hiring Plan as approved by the Harbor Department.

    (b) Requests to Unions, through Craft Request Forms, of sufficient numbers of Local Residents and Transitional Workers to meet the targeted hiring percentages set forth in Section 5 of the Policy for that C/S/E's Project Work.

    (c) Documented contact with the Jobs Coordinator in each instance when the relevant Union did not refer qualified Local Residents or Transitional Workers within the 48 hours following the C/S/E's request and the C/S/E's fair consideration of any Local Resident or Transitional Worker subsequently referred by the Jobs Coordinator.

    (d) Accurate records documenting the C/S/E's compliance efforts that include (but are not limited to):

        (i) A listing by name and address of all local recruitment sources contacted by the C/S/E;

        (ii) The date of the local recruitment contact and the identity of the person contacted, the trade and classification and number of hire referrals requested;

        (iii) The number of Local Residents and/or Transitional Workers hires made as a result of the contact;

(iv) The identity and address of the worker(s) hired pursuant to the contact;

(v) (v) Documentation when a referral was not hired (reason for non-hire) and/or premature termination.

SECTION VIII. ENFORCEMENT

The Prime Contractor for every Project agrees:

1. To be liable to the Harbor Department for Liquidated Damages as provided in this section;

2. That the Prime Contractor and its C/S/Es (of any tier) commitment to comply with the targeted hiring requirements of PLA and Policy is a material element of the Covered Project;

3. That the failure of the Prime Contractor and its C/S/Es (of any tier) to comply with the targeted hiring requirements in accordance with Section VII of this Policy will cause harm to the Harbor Department and the public which is significant and substantial but extremely difficult to quantify. The harm to the City includes the difficult-to-quantify harm that the community and its families suffer as a result of high unemployment and concentrated poverty;

4. Liquidated Damages: Due to the difficulty of estimation of damages for violation(s) of requirements of this Policy, Construction Contracts shall have provisions establishing liquidated damage to be assessed as follows:

   (a) The Prime Contractor shall pay liquidated damages equal to the average journeyperson project wage for each applicable work hour the Project fell short of the targeted hiring, or $200 per day, whichever is greater. When more than one targeted hiring requirement is not in compliance, the liquidated damages will not be assessed cumulatively; however, the highest violation will govern.

   (b) If the Covered Project's targeted hiring requirements are out of compliance during any Reporting Period, the Prime Contractor shall meet with the Harbor Department or their designated representative to develop a recovery plan for compliance. The Prime Contractor has until the next Reporting Period to effectuate the recovery compliance plan or Liquidated Damages shall be withheld.

   (c) Before Liquidated Damages are sought, the Prime Contractor shall be notified of the proposed Liquidated Damages and served with a summary of the information upon which the Liquidated Damages are based.

   (d) Liquidated Damages shall be withheld from all subsequent monthly progress payment request(s) as disputed funds until such time as Prime Contractor is

found to be in compliance, the Covered Project contract is terminated, or the Covered Project is completed.

(e) Should the Covered Project be terminated or completed before the Prime Contractor is found to be in compliance, the Engineer will evaluate the data and determine if Liquidated Damages are recommended. If the Engineer recommends assessment of Liquidated Damages, then the amount of the Liquidated Damages shall be returned to the fund from whence they came.

5. Liquidated Damages Appeal:

(a) A Prime Contractor that has received a Liquidated Damages assessment letter, which includes the targeted hiring data and Liquidated Damages calculations, may send a written appeal to the Engineer, within fourteen(14) calendar days. The Prime Contractor shall provide documentation supporting the appeal of the assessment.

(b) A meeting with the Engineer, Harbor Department staff, and the Prime Contractor will be held to present any relevant information. The Prime Contractor will be allowed to provide evidence that it has made all of the showings required under Section 7 of the Policy during the meeting. The decision of the Engineer on the Liquidated Damages assessment shall be final when rendered. The Contractor shall be notified of the final decision in writing by the Engineer.

(c) Failure to submit a written request for an appeal within the time frame stipulated in this Section will be deemed a waiver of the right to appeal and the recommendation for assessment of Liquidated Damages will be implemented.

6. Termination of Contract(s): Consistent, substantial violations of the PLA and/or this Policy by any Prime Contractor and/or C/S/E may result in a recommendation to the Board that the contract of the offending Prime Contractor and/or C/S/E be terminated per Section 00405 of the Master General Conditions.

SECTION IX. APPLICABLE LAW AND SEVERABILITY

The provisions of this Policy shall not be applicable where prohibited by federal or state law, or where the application would violate or be inconsistent with the terms and conditions of a grant or a contract with an agency of the United States or the State of California, or the valid instructions of an authorized representative of any of these agencies with respect to any grant or contract. If enforcement of any provision of this Policy is enjoined by an court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

APPENDIX "B"

RAILROAD FLAGGING AGREEMENT, POLICY, AND RATE SCHEDULE

Pacific Harbor Line, Inc. (PHL)

For PHL Use Only
Job Code:_____ Job Name:_____
Company Name: _____
Branch/MP:_____ Work Start Date: _____

Railroad Flagging Agreement

Today's Date:_____ **PHL Permit No*:** _____

Permit Holder:_____

BE ADVISED - A valid Right-of-Entry (ROE) Permit is required for any activity on the PHL Right-of-Way.
If you do not have a valid PHL ROE permit, please contact the PHL Roadmaster at (310) 984-5778

REQUESTING PARTY INFORMATION:

Name:_____ Company:_____

Phone:(___) _____ Cell:(___) _____ Email:_____

Onsite Contact *(if different from above)*:_____ Cell:(___) _____

BILLING INFORMATION:

Flagging is billed at the rates listed in the PHL Flagging Policy & Rate Schedule (attached hereto).

Billing Contact Name & Company: _____

Billing Address:_____ City:_____ State:_____ Zip:_____

Company Phone: (___) _____ Fax: (___) _____

PROJECT INFORMATION:

Work Days – Check all that apply *It will take 14 calendar days to schedule flagging, please plan accordingly*

☐ Sunday ☐ Monday ☐ Tuesday ☐ Wednesday ☐ Thursday ☐ Friday ☐ Saturday

Estimated Start Date:_____ Estimated Completion Date:_____

Shift Start/End Times:_____ Total Duration (days/hours):_____

Location (including PHL Branch & Milepost, if known): _____

Description of work (including number of personnel and type of equipment): _____

_____

_____

ACKNOWLEDGEMENT:

This Railroad Flagging Agreement and attached Rate Schedule set forth the terms and conditions for PHL's provision of flagging and related services to the Requesting Party. In consideration of the premises and mutual covenants contained herein PHL and the Requesting Party agree to be bound by the terms in this Agreement.

Requesting Party Signature: _____ Date:_____

PHL Signature: _____ Date: _____

PHL Flagging Policy & Rate Schedule

Timing of Requests: Any request from a Requesting Party shall be submitted fourteen (14) calendar days in advance of any work within twenty (20) feet of nearest rail.

Safety Policy: A PHL flagman will be required when equipment is within ten (10) feet from the track centerline. This includes any equipment in the vicinity with the potential to tip over or encroach within ten (10) feet of the nearest rail. A PHL watchman may be required when men or equipment is within twenty (20) feet from the nearest rail. Once the request has been approved, the flagman/watchman shall be provided by PHL at the cost of the Requesting Party.

Cost: The 2025 cost of the flagman/watchman is $969.00 per 8-hour shift. **The minimum assignment for a flagman is one (1) eight (8) hour shift. For any shift that extends beyond 8 hours, up to a maximum of 12 hours, there is a flat fee of $1,102.00.**

Cancellation: Any cancelations must be **submitted in writing to PHL at** jrodriguez@anacostia.com a minimum of 48 hours in advance of the scheduled day of flagging or the Requesting Party will be charged for all shifts that were originally scheduled.

Contact: The PHL contact is Jose Rodriguez (310-984-5778). Please return a signed copy of this Flagging Agreement to jrodriguez@anacostia.com.

Insurance: **Requesting Party will not be allowed to enter PHL controlled property until a valid ROE agreement and the required certificate of insurance for the work/project are provided to Jose Rodriguez.**

PHL Flagman Rate Schedule

For any minimum 8-hour shift (Mon-Sun), the rates are as follows:

Calendar Year 2025:	$969.00
Calendar Year 2026:	$1008.00
Calendar Year 2027:	$1048.00

For any shift (Mon-Sun) that extends beyond 8 hours, up to a maximum of 12 hours, the all-inclusive rates as follows:

Calendar Year 2025:	$1,102.00
Calendar Year 2026:	$1146.00
Calendar Year 2027:	$1192.00

PHL's Flagging Rates are determined by the Operating Permit with the City of Los Angeles, dated December 1, 1997, as amended, and the Operating Agreement with the City of Long Beach, dated June 1, 1998, as amended. (See Section 12.4 and 2nd Amendment Section 8.7). Each rate increase is directly correlated to the standard five-year labor agreement currently in effect through the end of the calendar year 2027.

APPENDIX "C"

SAMPLE BEST MANAGEMENT PRACTICE PLAN FOR SMALL PROJECTS

BEST MANAGEMENT PRACTICES PLAN

[Project Name]

[CONTRACTOR's NAME]

[SPECIFICATION No.]

1. **Provide BMP Implementation Schedule for Construction Activities**: Examples of activites include but not limited to :Dewatering Operations, Paving Operations, Structure Construction, Painting, Utility Trenches, Concrete, Curb and Gutter work, Demolition, Removals, Storm Drain, Sewer, Materials Delivery and Storage, Material Use, Solid Waste, Hazardous Waste, Concrete Waste, Sanitary/Septic Waste, Vehicle/Equipment Fueling, Vehicle/Equipment Maintenance.

BMP Implementation Schedule

	BMP	Implementation	Duration
Erosion Control	EC-1, Scheduling	Prior to Construction	Entirety of Project
Sediment Controls	TC-1, Stabilized Construction Entrance		
Waste Management	WM-1 , Material Delivery and Storage		
	WM-8 , Concrete Waste Management		
Non-Storm Water Management Non-Storm Water	NS-10, Vehicle and Equipment Maintenance		

SAMPLE

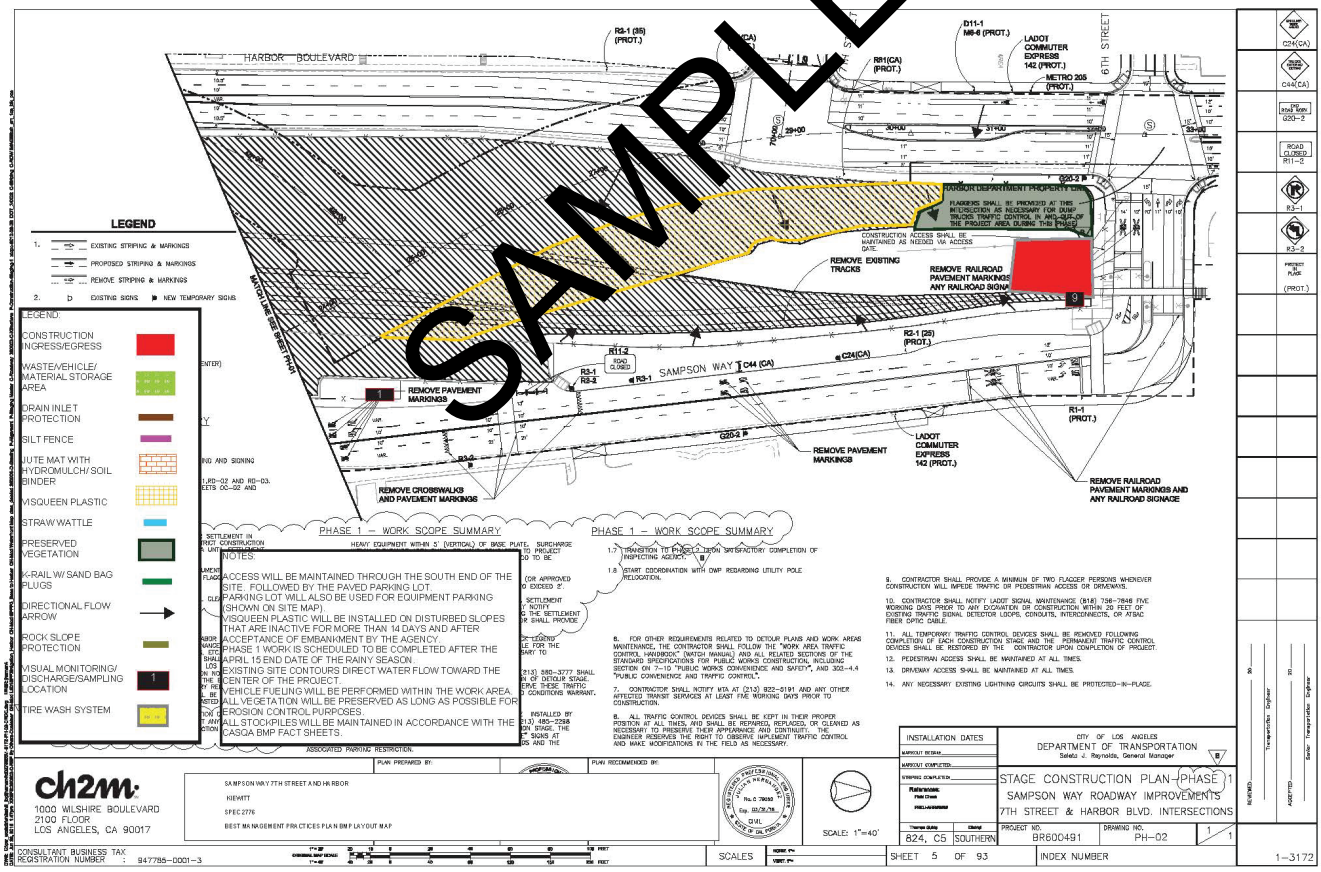
Please fill out the BMP Implementation form completely and add to the list as needed.

2. **Provide BMP Layout Map**

Required BMP Map Information

Included on Map/Plan Sheet No.	Required Element
	The project's surrounding area(Vicinty)
	Site Layout
	Construction site boundaries
	Active Areas
	Locations of erosion control BMPs
	Locations of sediment control BMPs
	Locations of runoff and storm drain inlet BMPs
	Location of all post construction BMPs
	Waste storage areas
	Vehicle storage areas
	Material storage areas
	Entrance and Exits
	Fueling Locations

BMP LAYOUT MAP(Minimum Size (11X17)



APPENDIX "D"

WASTE MANAGEMENT PLAN (WMP) AND SOLID WASTE DIVERSION AND DISPOSAL (SWDD) REPORT FORMS

ATTACHMENT A - INSTRUCTION SHEET FOR WASTE MANAGEMENT PLAN

1. For assistance, contact the Solid Resources Citywide Recycling Division of LA Sanitation & Environment at (213) 485-3460 or sansrcrd_cdrecycling@lacity.org.
2. Please print very clearly or type.
3. Waste Management Plan (WMP) is to be completed and approved prior to start of construction. Along with the WMP, the Contractor is to include a copy of the waste hauler's waste hauler permit.
4. Attachment A includes**:** **Part 1-**Inert Debris and **Part 2**-Metal, Wood, C&D waste, and all other materials.
5. Must meet ≥80% recycling rate in **Part 1** – Inert Debris such as concrete, asphalt, dirt, rock, and brick.
6. Must meet ≥65% recycling rate in **Part 2** – Metal, wood, green waste, C&D waste, and all other materials.
7. The information required includes but is not limited to, the following:
    a. Contractor and project work order number.
    b. Permitted solid waste hauler(s) and permit number(s).
    c. Facility names and addresses that are to process the C&D materials.
    d. Estimated quantities of **all** C&D materials listed in **tons**.
    e. Verify whether the Waste Management Plan meets the minimum recycling requirement of 80% for inert debris in Part 1. Verify whether the Waste Management Plan meets the minimum recycling requirement of and 65% for other C&D waste.
8. **Calculating recycling and disposal for mixed C&D waste taken to a certified processing facility: the total tons taken to certified processing facility times the recycling rate = amount to be recycled. Total tons taken to facility minus amount to be recycled = amount for disposal. E.g. 100 tons x 0.80 (80% recycling rate) = 80 tons diverted and 20 tons disposed.

ATTACHMENT A

WASTE MANAGEMENT PLAN (PART 1-INERT DEBRIS)

Project Title:	W. O. Number:	Date Submitted:
Name & Title of Responsible Person:	Signature:	
Permitted Waste Hauler Name(s) and Permit No(s):		

Material	Facility Name and Address	Tons Diverted	Tons Disposed
RECYCLING/REUSE			
Asphalt			
Concrete			
Brick			
Dirt			
Mixed Inerts			
Other (Describe)			
Other (Describe)			
DISPOSAL			
Other (Describe)			
Other (Describe)			
Other (Describe)			
DIVERSION AND DISPOSAL TOTALS =			

Percent Recycling = $\frac{\text{Total diversion}}{\text{Total diversion + Total disposed}}$ X 100 =

Percent Recycling = $\frac{\quad}{+}$ X 100 = %

Does Part 1 (Inert Debris) of this Waste Management Plan meet the minimum recycling requirement of 80% for Inert Debris?

YES ☐ NO ☐

ATTACHMENT A

WASTE MANAGEMENT PLAN (PART 2-ALL OTHER C&D WASTE)

W. O. No.:	Date Submitted:

Contractors Name:

Street address:

City, State, Zip:

Phone: Fax: Email:

Permitted Waste Hauler Name(s) and Permit No(s):

Material	Facility Name and Address	Tons Diverted	Tons Disposed
RECYCLING/REUSE			
Glass			
Wood/Greenwaste			
Metal			
Cardboard			
Other (Describe)			
DISPOSAL			
Other (Describe)			
Other (Describe)			
CERTIFIED PROCESSING**			
Mixed C&D Waste			
Mixed C&D Waste			
DIVERSION AND DISPOSAL TOTALS =			

$$\text{Percent Recycling} = \frac{\text{Total Diversion}}{\text{Total Diversion} + \text{Total Disposed}} \times 100 =$$

$$\text{Percent Recycling} = \frac{\qquad}{+} \times 100 = \quad \%$$

Does Part 2 (All Other C&D Waste) of this Waste Management Plan meet the minimum recycling requirement of 65% for all other C&D Waste? YES ☐ NO ☐

****Recycling tonnages for mixed C&D waste taken to a certified processing facility = total tonnage x recycling rate. Remaining tonnage counts as disposal. Example: 200 tons x 0.80 = 160 tons diverted and 40 tons disposed.**

EXAMPLE WASTE MANAGEMENT PLAN
ATTACHMENT A
WASTE MANAGEMENT PLAN (PART 1-INERT DEBRIS)

Project Title: *Big Street Overcrossing*	W. O. Number: *XYZ12345*	Date Submitted: *01/01/2020*
Name & Title of Responsible Person: *Bobby Lee, Project Manager*	Signature: *Bobby Lee*	
Permitted Waste Hauler Name(s) and Permit No(s): *Grava Gravel Haulers, PER-22-333*		

Material	Facility Name and Address	Tons Diverted	Tons Disposed
RECYCLING/REUSE			
Asphalt	*Inert Recycling Facility A,888 Valle Valley, CA 12345*	*600*	
Concrete	*Inert Recycling Facility A,888 Valle Valley, CA 12345*	*55*	
Brick	*Inert Recycling Facility B, 777 Valle Valley,CA 12345*	*6*	
Dirt	*The Landscaping Co., 222 Valle Valley, CA 12345*	*200*	
Mixed Inerts			
Other (Describe)			
Other (Describe)			
DISPOSAL			
Other (Describe)			
Other (Describe)			
Other (Describe)			
DIVERSION AND DISPOSAL TOTALS =		*861*	

$$\text{Percent Recycling} = \frac{\text{Total diversion}}{\text{Total diversion} + \text{Total disposed}} \times 100 =$$

$$\text{Percent Recycling} = \frac{861}{861 + 0} \times 100 = 100.00\ \%$$

Does Part 1 (Inert Debris) of this Waste Management Plan meet the minimum recycling requirement of 80% for Inert Debris?

YES ☒ NO ☐

ATTACHMENT A

WASTE MANAGEMENT PLAN (PART 2-ALL OTHER C&D WASTE)

W. O. No.: XYZ12345	Date Submitted: 01/01/2020

Contractors Name: Awesome Engineering Contractors

Street address: Circular Drive

City, State, Zip: *Ciudad City, CA 12345*

Phone: (123) 456-7891 Fax: (321) 123-4567 Email: AEC@zmail.com

Permitted Waste Hauler Name(s) and Permit No(s):

Material	Facility Name and Address	Tons Diverted	Tons Disposed
RECYCLING/REUSE			
Glass			
Wood/Greenwaste	*The Landscaping Co., 222 Valle Valley, CA 12345*	*50*	
Metal	*Kim Loai Metal Recycling, 333 Camino St, CA 12345*	*6*	
Cardboard			
Other (Describe)			
DISPOSAL			
Other (Describe)	*Municipal Landfill, 456 Montana Mountains, CA 12345*		*15*
Other (Describe)			
CERTIFIED PROCESSING**			
Mixed C&D Waste	*Certified Processor A (Recycling Rate = 75% = 0.75)*	*18.75*	*6.25*
Mixed C&D Waste	*25 tons x 0.75 = 18.75 tons recycled and 6.25 tons disposed*		
	DIVERSION AND DISPOSAL TOTALS =	*74.75*	*21.25*

$$\text{Percent Recycling} = \frac{\text{Total Diversion}}{\text{Total Diversion} + \text{Total Disposed}} \times 100 =$$

$$\text{Percent Recycling} = \frac{74.75}{74.75 + 21.25} \times 100 = 77.86\ \%$$

Does Part 2 (All Other C&D Waste) of this Waste Management Plan meet the minimum recycling requirement of 65% for all other C&D Waste? YES ☒ NO ☐

****Recycling tonnages for mixed C&D waste taken to a certified processing facility = total tonnage x recycling rate. Remaining tonnage counts as disposal. Example: 200 tons x 0.80 = 160 tons diverted and 40 tons disposed.**

ATTACHMENT B - INSTRUCTION SHEET FOR SOLID WASTE DIVERSION & DISPOSAL REPORT

1. For assistance, contact the Solid Resources Citywide Recycling Division of LA Sanitation & Environment at (213) 485-3460 or sansrcrd_cdrecycling@lacity.org.
2. Please print very clearly or type.
3. All **three (3) pages** of Attachment B and **all** manifests, weight tickets, receipts, reports, invoices, and other supporting documents specifically identifying the projects, the recyclables and solid waste generated by the project, and where the material was sent must be submitted to the inspector with each application for progress payment.
4. Attachment B includes**: Part 1** - Inert Debris, **Part 2** - All Other C&D Waste, **Part 3** - Project Cumulative Total.
5. Must meet ≥80% recycling rate for Inert Debris by end of construction.
6. Must meet ≥65% recycling rate in Metal, wood, green waste, C&D waste, and all other materials by end of construction.
7. In **Part 1 and Part 2,** record:
    a. Material type generated.
    b. Permitted solid waste hauler(s) and permit number(s).
    c. Facility names and addresses where materials were delivered.
    d. Tons diverted/disposed for a particular pay period.
    e. Verify whether Part 1 meets the minimum recycling requirement of 80% for Inert Debris. Verify whether Part 2 meets the minimum recycling requirement of 65% for other C&D Waste. Contractor is to meet the minimum recycling requirements by the end of construction.
8. In **Part 3**, record:
    a. Pay period beginning and period ending
    b. Diversion and disposal for the pay period and cumulative diversion and disposal for the project
    c. Cumulative waste generated (diversion + disposal) for the project
    d. Cumulative recycling rate for the project (diverted/generated)*100
9. The information required includes but is not limited to, the following:
    a. Contractor and project identification information
    b. Actual quantities of **all** materials listed in tons
10. Source-separated material taken to a recycling facility or certified processing facility is 100% recycled.
11. **Calculating recycling and disposal for mixed material taken to a certified processing facility: the total tons taken to certified processing facility times the recycling rate = amount to be recycled. Total taken to facility minus amount to be recycled = amount for disposal. E.g. 100 tons x 0.80 (80% recycling rate) = 80 tons diverted and 20 tons disposed.

ATTACHMENT B

SOLID WASTE DIVERSION AND DISPOSAL REPORT
PART 1 OF 3 - INERT DEBRIS

Project Title:	W. O. Number:	Date Submitted:	Progress Payment #
Company Name:	Daytime Phone Number:		
Period Covered In This Report: From:	To:		
Permitted Waste Hauler Name(s) and Permit No(s):			

Material	Facility Name and Address	Tons diverted	Tons Disposed
RECYCLING/REUSE			
Asphalt			
Concrete			
Brick			
Dirt			
Mixed Inerts			
Other (Describe)			
Other (Describe)			
DISPOSAL			
Other (Describe)			
Other (Describe)			
Other (Describe)			
DIVERSION AND DISPOSAL TOTALS * =			

***Copy the Tons Diverted and Tons Disposed totals to Part 3 Project Cumulative Total. Each Report needs to have the totals from every previous Diversion and Disposal Report documented on it, as well as the totals from this Report.**

ATTACHMENT B

SOLID WASTE DIVERSION AND DISPOSAL REPORT

PART 2 OF 3 - ALL OTHER C&D WASTE

W. O. Number:	Date Submitted:

Permitted Waste Hauler Name(s) and Permit No(s):

Material	Facility Name and Address	Tons Recycled	Tons Disposed
RECYCLING/REUSE			
Metal			
Wood / Lumber			
Greenwaste / Landscaping			
Glass			
Cardboard			
Other (Describe)			
Other (Describe)			
DISPOSAL			
Mixed Solid Waste			
Other (Describe)			
Other (Describe)			
CERTIFIED PROCESSING**			
Mixed C&D Waste			
Mixed C&D Waste			
Mixed C&D Waste			
DIVERSION AND DISPOSAL TOTALS* **=**			

***Copy the Tons Diverted and Tons Disposed totals to Part 3 Project Cumulative Total. Each Report needs to have the totals from every previous Diversion and Disposal Report documented on it, as well as the totals from this Report.**

****Recycling tonnages for mixed C&D waste taken to a certified facility = total tonnage x recycling rate. Remaining tonnage counts as disposal. Example: 200 tons x 0.80 = 160 tons diverted and 40 tons disposed.**

ATTACHMENT B

SOLID WASTE DIVERSION AND DISPOSAL REPORT

PART 3 OF 3 - PROJECT CUMULATIVE TOTAL

W. O. Number:				Date Submitted:			
Period Beginning	Period Ending	*Period Diversion	Cumulative Project Diversion, **R**	*Period Disposal	Cumulative Project Disposal, **D**	Cumulative Waste **G**enerated **R + D**	Cumulative Recycling % (**R**/**G**)100
INERT DEBRIS CUMULATIVE PROJECT HISTORY, REFER TO ATTACHMENT B PART 1 OF 3							
ALL OTHER C&D WASTE CUMULATIVE PROJECT HISTORY, REFER TO ATTACHMENT B PART 2 OF 3							

Does this Report meet the minimum recycling requirement of 80% for Inert Debris and 65% for All Other C&D Waste? Contractor is to meet the minimum recycling requirements of 80% for Inert Debris and 65% for All Other C&D Waste by the end of construction.

YES ☐ NO ☐

Name & title of person responsible for the information in this form:	Signature:

***From appropriate Part 1 or 2 during each period.**

Each Attachment B Part III Report needs to have the Tons Diverted and Tons Disposed from every previous Diversion and Disposal Report documented in it, as well as the totals from this Report. Attach another Part III form and continue information if more rows are needed.

EXAMPLE SOLID WASTE DIVERSION AND DISPOSAL REPORT FOR PROGRESS PAYMENT #1

ATTACHMENT B

SOLID WASTE DIVERSION AND DISPOSAL REPORT

PART 1 OF 3 - INERT DEBRIS

Project Title: *Big Street Overcrossing*	W. O. Number: *XYZ12345*	Date Submitted: *03/15/2020*	Progress Payment # *1*
Company Name: *Awesome Engineering Contractors*		Daytime Phone Number: *(123)456-7891*	
Period Covered In This Report: From: *2/1/2020*		To: *2/28/2020*	
Permitted Waste Hauler Name(s) and Permit No(s): *Grava Gravel Haulers, PER-22-333*			

Material	Facility Name and Address	Tons diverted	Tons Disposed
RECYCLING/REUSE			
Asphalt	*Inert Recycling Facility A,888 Valle Valley, CA 12345*	*45*	
Concrete	*Inert Recycling Facility A,888 Valle Valley, CA 12345*	*10*	
Brick	*Inert Recycling Facility B, 777 Valle Valley, CA 12345*	*6*	
Dirt	*The Landscaping Co., 222 Valle Valley, CA 12345*	*150*	
Mixed Inerts			
Other (Describe)			
Other (Describe)			
DISPOSAL			
Other (Describe)			
Other (Describe)			
Other (Describe)			
DIVERSION AND DISPOSAL TOTALS * =		*211*	

***Copy the Tons Diverted and Tons Disposed totals to Part 3 Project Cumulative Total. Each Report needs to have the totals from every previous Diversion and Disposal Report documented on it, as well as the totals from this Report.**

ATTACHMENT B

SOLID WASTE DIVERSION AND DISPOSAL REPORT

PART 2 OF 3 - ALL OTHER C&D WASTE

W. O. Number: *XYZ12345*	Date Submitted: *03/15/2020*

Permitted Waste Hauler Name(s) and Permit No(s): *Grava Gravel Haulers, PER-22-333*

Material	Facility Name and Address	Tons Recycled	Tons Disposed
RECYCLING/REUSE			
Metal	*Kim Loai Metal Recycling, 333 Camino St, CA 12345*	*2*	
Wood / Lumber	*The Landscaping Co., 222 Valle Valley, CA 12345*	*15*	
Greenwaste / Landscaping			
Glass			
Cardboard			
Other (Describe)			
Other (Describe)			
DISPOSAL			
Mixed Solid Waste	*Municipal Landfill, 456 Montana Mountains, CA 12345*		*1*
Other (Describe)			
Other (Describe)			
CERTIFIED PROCESSING**			
Mixed C&D Waste	*Certified Facility A (Recycling Rate = 75% = 0.75)*	*9*	*3*
Mixed C&D Waste	*12 tons x 0.75 = 9.00 tons recycled and 3.00 tons disposed*		
Mixed C&D Waste			
Mixed C&D Waste			
	DIVERSION AND DISPOSAL TOTALS* =	*26*	*4*

***Copy the Tons Diverted and Tons Disposed totals to Part 3 Project Cumulative Total. Each Report needs to have the totals from every previous Diversion and Disposal Report documented on it, as well as the totals from this Report.**

****Recycling tonnages for mixed C&D waste taken to a certified facility = total tonnage x recycling rate. Remaining tonnage counts as disposal. Example: 200 tons x 0.80 = 160 tons diverted and 40 tons disposed.**

ATTACHMENT B

INERT SOLID WASTE DIVERSION AND DISPOSAL REPORT

PART 3 OF 3 - PROJECT CUMULATIVE TOTAL

W. O. Number: *XYZ12345*				Date Submitted: *03/15/2020*			
Period Beginning	Period Ending	*Period Diversion	Cumulative Project Diversion, **R**	*Period Disposal	Cumulative Project Disposal, **D**	Cumulative Waste **G**enerated **R + D**	Cumulative Recycling % (**R**/**G**)100
INERT DEBRIS CUMULATIVE PROJECT HISTORY, REFER TO ATTACHMENT B PART 1 OF 3							
2/1/2020	*2/28/2020*	*211*	*211*	*0*	*0*	*211*	*100(211/211)= 100.00*
ALL C&D OTHER WASTE CUMULATIVE PROJECT HISTORY, REFER TO ATTACHMENT B PART 2 OF 3							
2/1/2020	*2/28/2020*	*26*	*26*	*4*	*4*	*26+4=30*	*100(26/30)= 86.67*

Does this Report meet the minimum recycling requirement of 80% for Inert Debris and 65% for All Other C&D Waste? Contractor is to meet the minimum recycling requirements of 80% for Inert Debris and 65% for All Other C&D Waste by the end of construction.

YES ☒ NO ☐

Name & title of person responsible for the information in this form: *Bobby Lee, Project Manager*	Signature: *Bobby Lee*

***From appropriate Part 1 or 2 during each period.**

Each Attachment B Part III Report needs to have the Tons Diverted and Tons Disposed from every previous Diversion and Disposal Report documented in it, as well as the totals from this Report.

Attach another Part III form and continue information if more rows are needed.

EXAMPLE SOLID WASTE DIVERSION AND DISPOSAL REPORT FOR PROGRESS PAYMENT #2

ATTACHMENT B

SOLID WASTE DIVERSION AND DISPOSAL REPORT

PART 1 OF 3 - INERT DEBRIS

Project Title: *Big Street Overcrossing*	W. O. Number: *XYZ12345*	Date Submitted: *04/15/2020*	Progress Payment # *2*
Company Name: *Awesome Engineering Contractors*	Daytime Phone Number: *(123)456-7891*		
Period Covered In This Report: From: *3/1/2020*	To: *3/31/2020*		
Permitted Waste Hauler Name(s) and Permit No(s): *Grava Gravel Haulers, PER-22-333*			

Material	Facility and Location	Tons diverted	Tons Disposed
RECYCLING/REUSE			
Asphalt	*Inert Recycling Facility A,888 Valle Valley, CA 12345*		
Concrete	*Inert Recycling Facility A,888 Valle Valley, CA 12345*	*300*	
Brick	*Inert Recycling Facility B, 777 Valle Valley, CA 12345*		
Dirt	*The Landscaping Co., 222 Valle Valley, CA 12345*	*100*	
Other (Describe)			
Other (Describe)			
DISPOSAL			
Other (Describe)			
Other (Describe)			
Other (Describe)			
DIVERSION AND DISPOSAL TOTALS * =		*400*	

***Copy the Tons Diverted and Tons Disposed totals to Part 3 Project Cumulative Total. Each Report needs to have the totals from every previous Diversion and Disposal Report documented on it, as well as the totals from this Report.**

ATTACHMENT B

SOLID WASTE DIVERSION AND DISPOSAL REPORT

PART 2 OF 3 - ALL OTHER C&D WASTE

W. O. Number: *XYZ12345*	Date Submitted: *04/15/2020*

Permitted Waste Hauler Name(s) and Permit No(s): *Grava Gravel Haulers, PER-22-333*

Material	Facility and Location	Tons Recycled	Tons Disposed
RECYCLING/REUSE			
Metal	*Kim Loai Metal Recycling, 333 Camino St, CA 12345*	*1*	
Wood / Lumber	*The Landscaping Co., 222 Valle Valley, CA 12345*	*16*	
Greenwaste / Landscaping			
Glass			
Cardboard			
Other (Describe)			
Other (Describe)			
DISPOSAL			
Mixed Solid Waste	*Municipal Landfill, 456 Montana Mountains, CA 12345*		*1*
Other (Describe)			
Other (Describe)			
Other (Describe)			
CERTIFIED PROCESSING**			
Mixed C&D Waste	*Certified Processor A (Recycling Rate = 75% = 0.75)*	*7.5*	*3.5*
Mixed C&D Waste	*10 tons x 0.75 = 7.5 tons recycled and 2.5 tons disposed*		
Mixed C&D Waste			
Mixed C&D Waste			
DIVERSION AND DISPOSAL TOTALS* =		*24.5*	*4.5*

***Copy the Tons Diverted and Tons Disposed totals to Part 3 Project Cumulative Total. Each Report needs to have the totals from every previous Diversion and Disposal Report documented on it, as well as the totals from this Report.**

****Recycling tonnages for mixed C&D waste taken to a certified facility = total tonnage x recycling rate. Remaining tonnage counts as disposal. Example: 200 tons x 0.80 = 160 tons diverted and 40 tons disposed.**

ATTACHMENT B

INERT SOLID WASTE DIVERSION AND DISPOSAL REPORT

PART 3 OF 3 - PROJECT CUMULATIVE TOTAL

W. O. Number: *XYZ12345*	Date Submitted: *04/15/2020*

Period Beginning	Period Ending	*Period Diversion	Cumulative Project Diversion, **R**	*Period Disposal	Cumulative Project Disposal, **D**	Cumulative Waste **G**enerated **R + D**	Cumulative Recycling % (**R**/**G**)100
INERT DEBRIS CUMULATIVE PROJECT HISTORY, REFER TO ATTACHMENT B PART 1 OF 3							
2/1/2020	*2/28/2020*	*211*	*211*	*0*	*0*	*211*	*100(211/211)= 100.00*
3/1/2020	*3/31/2020*	*400*	*211+400=611*	*0*	*0*	*211+400=611*	*100(611/611)= 100.00*
ALL OTHER C&D WASTE CUMULATIVE PROJECT HISTORY, REFER TO ATTACHMENT B PART 2 OF 3							
2/1/2020	*2/28/2020*	*26*	*26*	*4*	*4*	*26+4=30*	*100(26/30)= 86.67*
3/1/2020	*3/31/2020*	*24.5*	*26+24.5=50.5*	*4.5*	*4+4.5=8.5*	*50.5+8.5=59*	*100(50.5/59)= 85.59*

Does this Report meet the minimum recycling requirement of 80% for Inert Debris and 65% for All Other C&D Waste? Contractor is to meet the minimum recycling requirements of 80% for Inert Debris and 65% for All Other C&D Waste by the end of construction.

YES ☒ NO ☐

Name & title of person responsible for the information in this form: *Bobby Lee, Project Manager*	Signature: *Bobby Lee*

***From appropriate Part I or II during each period.**
Each Attachment B Part III Report needs to have the Tons Diverted and Tons Disposed from every previous Diversion and Disposal Report documented in it, as well as the totals from this Report.
Attach another Part III form and continue information if more rows are needed.

APPENDIX "E"

ELECTRICAL SAFETY POLICY – IMPLEMENTATION PLAN

LOS ANGELES HARBOR DEPARTMENT

CONSTRUCTION DIVISION

ELECTRICAL SAFETY POLICY – IMPLEMENTATION PLAN

PROJECT: PORTWIDE LEAK DETECTION EXPANSION PROGRAM

SPECIFICATION NO: 2830

INSPECTOR: _____ DATE: _____

THE CONTRACTOR SHALL:

IMPLEMENT THE ELECTRICAL SAFETY POLICY IN ACCORDANCE WITH THE BOARD OF HARBOR COMMISSIONERS' RESOLUTION NO. 6315, ADOPTED OCTOBER 27, 2004.

APPRENTICES AND JOURNEYMEN:

	All apprentices will be registered in a State of California Approved Apprenticeship Program.
	The use of "Journeymen" will comply with all State of California labor laws.

THE WORKFORCE OF PROJECTS DESIGNATED AS REQUIRING "ELECTRICAL SAFETY CRITERIA" SHALL COMPLY WITH THE FOLLOWING:

	70% of all "Journeymen Wiremen" will be graduates of a State of California Approved Electrical Apprenticeship Program.
	20% of the jobsite electrical workers will be OSHA 10-hour General Industry Safety and Health Certified.
	At least one jobsite electrical worker will be OSHA 30-hour General Industry Safety and Health Certified.

	The required workforce ratios will be determined by verifying the workforce composition on a daily basis.

FAILURE TO FULLY IMPLEMENT AND MONITOR THE ELECTRICAL SAFETY POLICY MAY RESULT IN AN ASSESSMENT OF PENALTIES AND/OR POSSIBLE SANCTIONS AGAINST THE CONTRACTOR.

Distribution:

Contractor
Job File
Inspector

As the contractor's representative, I understand and agree to comply with the above Electrical Safety Policy.

Signature Steven Bacon CEO All in One Electric

November 26, 2025
Date