

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

BID NO. F-1163 Page 1

Show this number on envelope

Contract No. 40005

1. COMPLETE CONTRACT

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

2. GOODS AND SERVICES TO BE PROVIDED BY THE CONTRACTOR

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

3. AMOUNT TO BE PAID

The City agrees to pay the contractor for the goods or services in the manner described in the paragraph entitled "PAYMENTS" according to the terms and conditions. Unless otherwise indicated by the Bidder, remittance by the City for goods or services will be made to the address below.

4. CHOICE OF ALTERNATIVE PROVISIONS; OPTIONS; NOTIFICATION

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

5. DECLARATION OF NON-COLLUSION

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

6. LEGAL JUSTIFICATION

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

EXECUTED AT: _____ ON THE _____ DAY OF _____, 2023
City, State Date Month Year

BIDDER MUST COMPLETE AND SIGN BELOW:

Firm Name _____

Phone _____ Fax _____

Address _____
Street City State Zip

Signature _____ Printed Name _____ Printed Title _____

Signature _____ Printed Name _____ Printed Title _____
(Approved Corporate Signature Methods)

(AFFIX CORPORATE SEAL HERE)

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

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

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

County of _____ State of _____ S.S. Subscribed and sworn this date _____, 2023 Notary Seal _____ Signature _____	In witness whereof the Board of Harbor Commissioners of the City of Los Angeles has caused this contract to be executed by the Executive Director of the Harbor Department of said City and said Contractor has executed this contract the day and year written below. By _____ Executive Director Harbor Department _____ Date _____	Approved as to form and legality _____, 2023 City Attorney BY _____ Deputy
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FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-1163

SUBMIT BID TO :

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

OFFICE HOURS:

7:30 a.m. – 4:30 p.m.

Monday through Friday (excluding Holidays)

BID DUE BEFORE

2:00 PM

April 18, 2023

**BIDS WILL BE PUBLICLY
OPENED**

Buyer: Leticia Caldera, Management Analyst (310) 732-3890

ALL ITEMS REQUESTED MAY BE QUOTED AS "OR EQUAL".

AFFIRMATIVE ACTION – AN APPROVED AA PLAN OR CERTIFICATION, IF NOT ON FILE, WILL BE REQUIRED PRIOR TO AWARD OF CONTRACT.

QUANTITY AND UNIT	ITEMS and DESCRIPTION	UNIT PRICE QUOTED	EXTENSION
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FURNISH AND INSTALL CNG COMPRESSOR SYSTEM

(This is a rebid of Bid F-1141)

The Los Angeles Harbor Department seeks the purchase and installation of a BAUER C23.20 M-SERIES DUPLEX CNG COMPRESSOR SYSTEM.

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

1. 1 EA Each \$ _____
BAUER C23.20 M-SERIES DUPLEX CNG COMPRESSOR SYSTEM
(NO SUBSTITUTIONS)

State Make and Model:

2. 1 LOT Lot \$ _____
INSTALLATION

REQ. NO.: E-22-0608/ 78168
NOTIFY: D. Comer

PAGE 2

STATE TIME OF DELIVERY: _____ DAYS AFTER RECEIPT OF ORDER.
TERMS _____ % DISCOUNT FOR PAYMENT WITHIN _____ DAYS.
BIDDER MUST SIGN THIS BID ON PAGE 1. WET SIGNATURES REQUIRED.

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3. 1 LOT Lot \$ _____
START-UP AND COMMISSIONING

4. 1 LOT Lot \$ _____
TWO (2) YEAR SERVICE AGREEMENT

The two-year maintenance for parts and labor shall be no less than manufacturer requirements.

PLEASE REFERENCE THE FOLLOWING ATTACHMENTS:

- 1) Scope of Work
- 2) Bauer Spec C23.2 POLA Public Works
- 3) B161 CNG 1 - Drawings
- 4) B161 CNG 2 - Drawings

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

Date: Tuesday, April 4, 2023

Time: 11am

Location: Purchasing Office OUTSIDE LOBBY

500 Pier A Street

Wilmington, CA 90744

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

***** Please review all bid documents prior to attending Pre-Bid Conference.**

BIDDER INSTRUCTIONS

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

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

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

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

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

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

SUPPLIER CONTACT INFORMATION

Contact Person: _____

Title: _____

Telephone No.: _____

Fax No.: _____

E-Mail Address: _____

24 Hour Contact No.: _____

CONTRACTUAL TERMS

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

Yes: _____ No: _____

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

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

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ADDITIONAL QUANTITIES. The Harbor Department requests the option to purchase additional quantities of above item(s) at the same prices, terms and conditions, providing that the total of any of the additional quantities does not exceed the total for that item, and providing that the Harbor Department exercise the option before: _____.

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

WARRANTY. Terms of warranty on equipment offered. Free PARTS & SERVICE (LABOR) for defective parts and workmanship for the following period after equipment has been accepted:

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

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

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

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

RAMP ID Number(s): _____

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

Contractor's License No.: _____

Class: _____ Expiration Date: _____

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DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION.

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

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

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

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

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

PREVAILING WAGES

- a. The Contractor shall pay the general prevailing rate of per diem wages and rates for legal holiday and overtime work currently being paid in the area where the work is being performed.
- b. Pursuant to the provisions of the Labor Code of the State of California, the general prevailing rate of wages for each craft, classification or type of workers needed in the execution of contracts under the jurisdiction of the Board, shall be those rates as determined by the Director of the Department of Industrial Relations of the State of California. Copies of the applicable Determinations may be obtained at or by request to the Department.
- c. When the Contractor has been determined to be in violation of Section 377 of the City Charter making applicable the provisions of the California Labor Code relating to the payment of not less than the prevailing per diem wages on public works, deductions may be made from moneys due or to become due the Contractor in the amount of twice the difference between such stipulated prevailing rates, and the amount paid to each wage worker for each Calendar Day, or part thereof, for which each worker was paid less than the stipulated prevailing wage rate.

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- d. The Contractor shall also comply with Section 1775 of the Labor Code providing for a penalty per day as determined by the Labor Commissioner for each Calendar Day, or part thereof, for which each worker was paid less than the prevailing wage.
- e. Contractor and subcontractors shall keep an accurate record showing the names and occupations of all workers employed by them in connection with any work done under the Contract, and the per diem wages paid to each of such workers, and shall keep such record open at all reasonable hours to the inspection of the Board and to the State Division of Labor Law Enforcement. The Contractor in all other respects shall comply with Section 1776 of the Labor Code.
- f. No later than the end of the workday following the day on which work was performed by the Contractor, or any subcontractor, the Contractor and applicable subcontractor(s) shall complete and furnish the Contractor Daily Field Report, included as Subsection 71 of this Section, to the Inspector. When work has been performed, the Contractor shall submit a form regarding all employees and equipment at the jobsite on the workday, and the Contractor shall submit a separate form for each subcontractor regarding each subcontractor's employees and equipment at the jobsite on the work day. Each field report shall:
 - 1. Identify the Project title, Specification number, name of the Contractor or subcontractor, and date on which the work was performed.
 - 2. Show the names of the workers and identify their applicable company affiliation (Prime Contractor, subcontractor, supplier, or vendor).
 - 3. Show the labor classification for each worker. If worker is an operating engineer or teamster, the Contractor or subcontractor must indicate which piece of equipment was operated by the worker.
 - 4. Show the Start Time and End Time for the worker listed, as well as the total hours worked by the worker on the workday.
 - 5. Show the type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable, utilized on the workday.
 - 6. Contain the printed name and title for the Contractor or subcontractor representative, and shall be dated and signed by same.
- g. Contractor shall submit the original (wet signature by Contractor or subcontractor) to the Inspector for review. If additional space is needed, a second form, with pages numbered accordingly, can be completed.
- h. The Inspector will compare the Inspector's records with the report submitted by the Contractor, discuss any apparent discrepancies with the Contractor, and reconcile the report (and have it re-submitted, if necessary). Once the report is agreed upon by the Contractor and Inspector, the Inspector prints his/her name on the report and dates and signs the report. Each party shall retain a copy of the report, signed by both parties.

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

WAGE AND EARNING ASSIGNMENT ORDERS/NOTICES OF ASSIGNMENTS

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

Prime Contractor State of California DIR Registration No.: _____

Subcontractor State of California DIR Registration No.: _____

Subcontractor State of California DIR Registration No.: _____

(Attach additional sheets if necessary)

DIR REPORTING LABOR CLASSIFICATIONS:

PRIME CONTRACTOR:

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

- | | | | |
|--|--|---|--|
| <input type="checkbox"/> ASBESTOS | <input type="checkbox"/> BOILERMAKER | <input type="checkbox"/> BRICKLAYERS | <input type="checkbox"/> CARPENTERS |
| <input type="checkbox"/> CARPET/LINOLEUM | <input type="checkbox"/> CEMENT MASONS | <input type="checkbox"/> DRYWALL FINISHER | <input type="checkbox"/> DRYWALL/LATHERS |
| <input type="checkbox"/> ELECTRICIANS | <input type="checkbox"/> ELEVATOR MECHANIC | <input type="checkbox"/> GLAZERS | <input type="checkbox"/> IRON WORKERS |
| <input type="checkbox"/> LABORERS | <input type="checkbox"/> MILLWRIGHTS | <input type="checkbox"/> OPERATING ENG | <input type="checkbox"/> PAINTERS |
| <input type="checkbox"/> PILE DRIVERS | <input type="checkbox"/> PIPE TRADES | <input type="checkbox"/> PLASTERERS | <input type="checkbox"/> ROOFERS |
| <input type="checkbox"/> SHEET METAL | <input type="checkbox"/> SOUND/COMMM | <input type="checkbox"/> SURVEYORS | <input type="checkbox"/> TEAMSTER |
| <input type="checkbox"/> TILE WORKERS | | | |

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SUBCONTRACTOR:

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

- | | | | |
|--|--|---|--|
| <input type="checkbox"/> ASBESTOS | <input type="checkbox"/> BOILERMAKER | <input type="checkbox"/> BRICKLAYERS | <input type="checkbox"/> CARPENTERS |
| <input type="checkbox"/> CARPET/LINOLEUM | <input type="checkbox"/> CEMENT MASONS | <input type="checkbox"/> DRYWALL FINISHER | <input type="checkbox"/> DRYWALL/LATHERS |
| <input type="checkbox"/> ELECTRICIANS | <input type="checkbox"/> ELEVATOR MECHANIC | <input type="checkbox"/> GLAZERS | <input type="checkbox"/> IRON WORKERS |
| <input type="checkbox"/> LABORERS | <input type="checkbox"/> MILLWRIGHTS | <input type="checkbox"/> OPERATING ENG | <input type="checkbox"/> PAINTERS |
| <input type="checkbox"/> PILE DRIVERS | <input type="checkbox"/> PIPE TRADES | <input type="checkbox"/> PLASTERERS | <input type="checkbox"/> ROOFERS |
| <input type="checkbox"/> SHEET METAL | <input type="checkbox"/> SOUND/COMMM | <input type="checkbox"/> SURVEYORS | <input type="checkbox"/> TEAMSTER |
| <input type="checkbox"/> TILE WORKERS | | | |

(Attach additional sheets if necessary)

INSURANCE REQUIREMENTS

INDEMNIFICATION AND INSURANCE

Indemnification

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

Acceptable Evidence and Approval of Insurance

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

Policy Copies

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

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PRIMARY COVERAGE

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

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

ADDITIONAL INSURED

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

NOTICE OF CANCELLATION

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

RENEWAL

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

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

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

NOTE

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

General Liability Insurance

Vendor shall procure and maintain in effect throughout the term of this Purchase Order, without requiring additional compensation from the City, commercial general liability insurance covering personal and advertising injury, bodily injury, and property damage providing contractual liability, independent contractors, products and completed operations, and premises/operations coverage written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's

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Insurance Guide (or an alternate guide acceptable to City if Best's is not available) within Vendor's normal limits of liability but not less than ONE MILLION Dollars (\$1,000,000.00) combined single limit for injury or claim. Said limits shall provide first dollar coverage except that Executive Director may permit a self-insured retention or self-insurance in those cases where, in his or her judgment, such retention or self-insurance is justified by the net worth of Vendor. The retention or self-insurance provided shall provide that any other insurance maintained by the Harbor Department shall be excess of Vendor's insurance and shall not contribute to it. In all cases, regardless of any deductible or retention, said insurance shall contain a defense of suits provision and a severability of interest clause. Additionally, each policy shall include an additional insured endorsement (CG 2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds.

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

Auto Liability Insurance

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

Where City owned vehicles are in the custody of the Vendor for towing or hauling, Vendor shall additionally procure and maintain On-Hook Liability insurance, subject to the same terms as noted above. As a minimum, such coverage shall include, but not be limited, to damage for: Collision, Fire, Theft, Explosion and Vandalism.

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

Workers' Compensation and Employer's Liability

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

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INITIAL HERE ACKNOWLEDGING INSURANCE REQUIREMENTS:

_____ (initial)

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

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

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

SAFETY APPROVAL. Electrical items listed herein shall have UNDERWRITER'S LABORATORY OR LOS ANGELES CITY ELECTRICAL TESTING LABORATORY approval and meet all current OSHA and CAL-OSHA requirements, where applicable.

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

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

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

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

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

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

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

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

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

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

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

- 1) Errors and omissions in the Plans and Specifications, including, but not limited to, code violations, typographical errors and notational errors where ambiguity or inadequate description exists;
- 2) Work on the Plans or in the Specifications which, if so constructed, would result in a conflict of interference with other Work or the Work of other trades, including the location of fixtures and equipment;
- 3) Existing improvements visible at the job site, for which no existing disposition is made on the Plans or in the Specifications but which could reasonably be assumed to interfere with the satisfactory completion of the improvements contemplated by the Plans and Specifications.

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

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

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

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

LENGTH OF WORKDAY AND WORK WEEK. Eight (8) hours of labor shall constitute a calendar day's work for employees of the Contractor under this Contract. Said employees shall be paid not less than the prevailing wage rate for the first eight (8) hours work of each day.

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

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

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

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

If, at any time before the commencement or during the progress of the Work or any part of it, the Contractor's methods or appliances appear to the City of Los Angeles Harbor Department PM to be unsafe, inefficient, or inadequate for securing the safety of the workers, the quality of the Work required, or the rate of progress stipulated, the City of Los Angeles Harbor Department PM may order the Contractor to increase their safety and efficiency or to improve their character, and the Contractor shall comply with such orders at its own expense. Neither the making of such demands by the City of Los Angeles Harbor Department PM nor the failure to make such demands shall relieve the Contractor of its obligation to secure the safe conduct of the Work, the quality of Work required, and the rate of progress stipulated in the Contract. The Contractor shall be fully responsible for the safety, efficiency, and adequacy of its plant, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance, or operation. Where articles or materials are especially manufactured or fabricated for delivery under these specifications, the Contractor shall at all times employ such workforce, plant, materials, and tools as will be sufficient to complete the performance of the Contract and every part thereof within the time limits stipulated herein. If the Contractor fails to employ sufficient workforce, plant, materials, tools, or to maintain adequate progress, the City of Los Angeles Harbor Department PM may require an increase in progress at any point or points or a modification of Plans and procedure in such a manner as to accelerate the Work. Failure to adequately staff the project shall be just cause for the City to terminate the Contract

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Failure of the Contractor to comply with the requirements of this Article shall constitute default of the Contract by the Contractor and the City may terminate the Contract as provided for in Termination of Contract by City (Contractor Default).

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

In the event that the Contractor is delayed in the completion of the Contract solely because of such hazardous materials or conditions not previously identified in the Contract Documents, the Contractor shall be entitled to an extension of time in accordance with "Unavoidable Delay" of these General Conditions.

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

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

The Contractor and Subcontractors shall comply with all State and Federal statutes and regulations on training, handling, storage, public notification, and disposal of hazardous materials and hazardous wastes.

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

SHOP DRAWING / SUBMITTALS. The CONTRACTOR shall furnish a schedule and list of all required submittals to the City of Los Angeles Harbor Department Project Manager (PM), in accordance to CONTRACTOR'S CONSTRUCTION SCHEDULE AND REPORTS of these GENERAL REQUIREMENTS, including required submittals by all Subcontractors.

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

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

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

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

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

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

Contract Price (Cost Breakdown)

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

Submittal Schedule

Daily Construction Reports

Shop Drawings and Structural Calculations.

Manufacturer's Data and Specifications.

Samples

Templates

Certificate of Compliance

Construction Photographs

Substitutions

Record Drawings and Record Project Manual

Operation & Maintenance Manuals

Stock Materials, Spare parts, tools

Material Testing Results

Daily Statements of cost-plus percentage Change Order

[Survey grade sheets]

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

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Maintenance Logs and Maintenance Schedule.

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

Permits

Request for Payments

Performance and Payment Bonds

Insurance Certificates

List of Subcontractors and proof of qualifications

Hazardous Communication Program.

Certified weekly payroll records.

Ethnic Composition of Work Force Report.

Third Party Testing Agency

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

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

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

Coordination and Submittals:

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

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

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

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

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

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

QUALIFICATIONS AND REFERENCES

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

Why are you qualified?

Reference #1

Company Name: _____
Contact Person: _____
Contact Phone: _____
Contact E-mail: _____

Reference #2

Company Name: _____
Contact Person: _____
Contact Phone: _____
Contact E-mail: _____

Reference #3

Company Name: _____
Contact Person: _____
Contact Phone: _____
Contact E-mail: _____

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DELIVERY

DELIVERY. Delivery and installation is requested within (14) weeks after vendor receives order. If this time cannot be met, show in the space provided on the Bid Sheet the best delivery time you can guarantee. The Harbor Department reserves the right to make award based on delivery time quoted.

DELIVERY POINT. Prices to include all delivery charges, F.O.B. Port of Los Angeles, Construction & Maintenance Division, Warehouse, Berth 161, 500 Pier A Street, Wilmington, CA 90744.

FINANCIAL TERMS

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

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

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

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

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

REMIT TO: NAME: _____

ADDRESS: _____

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

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

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

BUSINESS TAX REGISTRATION CERTIFICATE (BTRC). In accordance with the City of Los Angeles Municipal Code, a Business Tax Registration Certificate may be required of persons engaged in business activity within the City. The Office of Finance, Tax and Permit Division, (844) 663-4411, has sole authority in determining a firm's tax requirements and in issuing Business Tax Registration Certificates or Business Tax Exemption Numbers. Accordingly, firm's current Business Tax Registration Certificate or Business Tax Exemption Number must be clearly shown on all invoices submitted for payment. Bidder, in submitting this

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bid, acknowledges and accepts the above requirements and recognizes that no invoice will be processed for payment without inclusion of the Business Tax Registration Certificate or Business Tax Exemption Number.

BTRC/BTRC Exemption Number: _____.

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

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

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

GENERAL RULES AND REGULATIONS

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

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

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

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

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The Harbor Department defines a LBE as:

- (a) A business headquartered within Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties. Headquartered shall mean that the business physically conducts and manages all of its operations from a location in the above-named counties; or
- (b) A business that has at least 50 full-time employees, or 25 full-time employees for specialty marine contracting firms, working in Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties.

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

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

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

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

STORM WATER POLLUTION PREVENTION PLAN, SWPPP. All work performed under any resulting contract within the Port of Los Angeles, as applicable, must be in accordance with the California Storm Water Best Management Practices (BMP) Handbooks. These practices prohibit the placement of any waste material resulting from the contractor's performance of work into the storm drain system as required by the City of Los Angeles Storm Water Pollution Prevention Plan (SWPPP) for Public Agency Activities. A copy of the BMP Handbooks for 1) Construction 2) Industrial/Commercial and 3) Municipal Activities are available for review in the office of the Director of Environmental Management, 222 W. Sixth Street, 9th Floor, Topaz Building, San Pedro, California 90731.

ENVIRONMENTAL MANAGEMENT SYSTEM

The Los Angeles Harbor Department (Port) is committed to managing resources and conducting Port development and operations in both an environmentally and fiscally responsible manner. The Port will strive

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to improve the quality of life and minimize the impacts of its development and operations on the environment and surrounding communities through the continuous improvement of its environmental performance and the implementation of pollution prevention measures, in a feasible and cost effective manner that is consistent with the Port's overall mission and goals, as well as with those of its customers and the community. To ensure this policy is successfully implemented the Port will develop an environmental management program that will:

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

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

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

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

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

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

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GENERAL CONDITIONS READ CAREFULLY

1. **FORM OF BID AND SIGNATURE.** The Bid must be made on this form only, and is limited to the Terms and Conditions contained herein, unless expressly agreed otherwise in writing by the City. No telephonic or facsimile bid is acceptable, unless otherwise indicated. Bid should be enclosed in a sealed envelope, showing the Bid No. in the lower left corner, and addressed to the Port of Los Angeles Contracts and Purchasing Division, 500 Pier "A" Street, Wilmington, CA 90744. Bids must be signed with the firm's corporate name or DBA and by a responsible officer or authorized employee. In case of error in extension of prices, unit price will govern. All prices must be firm unless the specification provides for adjustment.
2. **TAXES:** Do not include any Sales or Federal Excise Tax in prices unless the specifications specifically require that they be included. Sales tax will be added by the City at time of award. The City will furnish Federal Excise Tax Exemption Certificate to Supplier. Any other taxes must be included in bid prices.
3. **SPECIFICATION CHANGES.** Vendor may request in writing that specifications be modified if its provisions restrict vendor from bidding. Such request must be received by the Director of Purchasing at least five (5) working days before bid opening date. All vendors will be notified by Addendum of any approved changes in the specifications.
4. **BRAND NAMES AND SPECIFICATIONS.** The detailed specifications and/or brand name references are descriptive and indicate quality, design, and construction of items required. Offers will be considered to supply articles substantially the same as those described therein but with minor variations. Vendor must describe variations in their Bid.
5. **AWARD OF CONTRACT.** Bid shall be subject to acceptance by the City for a period of three (3) months unless a lesser period is prescribed in the quotation by the vendor. The City may make combined award of all items complete to one vendor or may award separate items to various vendors. Vendors may submit alternate prices, a lump sum or a discount conditional on receiving an award for two or more items. The right is reserved to reject any, or all, bids and to waive informality in bids.
6. **PURCHASE AGREEMENT.** A copy of the Bid, Specifications and General Conditions will remain on file in the Purchasing Office. All material or services supplied by the Contractor shall conform to the applicable requirements of the City Charter, City Ordinances, and all applicable State and Federal Laws, as well as conforming to the Specifications, Terms and Conditions contained herein.
7. **PRICE GUARANTEE.** If during the term of any agreement awarded pursuant to this Bid, the supplier sells the same materials or services under similar quantity and delivery conditions, at prices below those stated herein, such lower prices are to immediately be extended to the City.
8. **DEFAULT BY SUPPLIER.** In case of default by supplier, the City reserves the right to procure the articles or services from other sources and to hold the supplier responsible for any excess costs incurred by the City.
9. **DELIVERY:** If delivery of the commodity or service cannot be made exactly as specified and at the price shown, notify the Director of Contracts and Purchasing immediately. Do not make delivery without his approval. Any correspondence, other than invoices, relating to this order must be sent to the Director of Contracts and Purchasing.
10. **INSPECTION:** All materials furnished on this order will be subject to test and inspection and, if rejected, will be held subject to order of shipper and subject to accrued charges.
11. **INVOICING:** The point of free delivery, terms, contract number, name and address of department must appear on all invoices.

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

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

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

municipalities as indicated.

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

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

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

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

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

12. **TIME AND MATERIALS WITH NO FIXED FEES:** ALL INVOICES WITH PAYMENTS FOR TIME AND MATERIALS MUST BE SUPPORTED / BACKED UP BY TIME SHEETS.
NOTE: THOSE INVOICES WITH FIXED FEE RATES DO NOT REQUIRE TIME SHEETS.
13. **CITY OF LOS ANGELES MUNICIPAL CODE:** All items must meet the requirements of the City of Los Angeles Municipal Code.
14. **PAYMENTS.** Payment terms are NET 30 days unless vendor quotes otherwise. Cash discounts allowing less than 20 days or 20th Proxima will not be considered by the City when evaluating Bids. All Cash Discounts are computed from the date of delivery in full or completion and acceptance of the work or material, or from date of receipt of invoice, whichever is latest. Partial payments may be made by the City on delivery and acceptance of goods and on receipt of vendor's invoice. Invoices must be submitted as specified on the Purchase Order or Notice to Proceed.
15. **ASSIGNMENT.** The supplier shall not assign or transfer by operation of law any obligation without the prior written consent of the Director of Contracts and Purchasing.
16. **NONDISCRIMINATION.** During the performance of this contract, the contractor shall not discriminate in employment practices against any employee or applicant for employment because of the employee's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition, in accordance with L.A. Admin. Code Sections 10.8 to 10.13, whose provisions are incorporated herein. All subcontracts awarded under any such contract shall contain a like nondiscrimination provision.
17. **SAFETY APPROVAL.** Articles supplied under this contract will not be accepted unless they comply with current safety regulations of the City Department of Building and Safety, U.L., the Safety Orders of the California Division of Occupation Safety and Health (CalOSHA) and OSHA requirements.
18. **PREVAILING WAGES.** Where labor is required for public work as a part of this contract, pursuant to the provisions of the Labor Code of the State of California, contractor shall pay no less than the general prevailing wages for the area as determined by the Director of the Department of Industrial Relations, State of California. Copy of wage schedule is obtainable from the Office of the Board of Public Works, City Hall, Los Angeles.
19. **CONTRACTOR'S LIABILITY.** The contractor agrees to, at all times, relieve, protect, save harmless, and fully indemnify the City of Los Angeles, its officers, agents and employees from any and all liability whatsoever that may arise or be claimed by reason of any acts of said contractor, contractor's employees and agents, in connection with the work to be performed under the contract.

FORMAL REQUEST FOR COOPERATIVE AGREEMENT

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20. **PATENT RIGHTS.** The person, firm, or corporation, upon whom this order is drawn, does, in case the materials or supplies to be furnished are covered wholly or in part by U.S. Letters Patent, by the acceptance of this order agrees to indemnify and hold the City of Los Angeles harmless from any and all injuries or damage which the City may sustain by reason of the sale to or use by it of such materials or supplies and arising out of the alleged or actual infringement of said letters patent.
21. **LEGAL JUSTIFICATION.** This agreement shall be deemed entered into in Los Angeles, California, and shall be governed and construed in accordance with the laws of the State of California.
22. **TERMINATION FOR NON-APPROPRIATION.** The Harbor Department of the City of Los Angeles' (City's) obligation to pay any amount hereunder, for any City fiscal year after the current fiscal year is contingent upon City's appropriation of funds for that purpose. The City's fiscal year ends on June 30th of each calendar year. Accordingly, anything to the contrary notwithstanding, the City may terminate this contract and future monetary obligations hereunder as of the end of any fiscal year.
23. **CANCELLATION.** The contract may be terminated in whole or in part by the Harbor Department of the City of Los Angeles (City) for its convenience, without penalty, provided that the Vendor is given not less than 30 days written notice (delivered by certified mail, return receipt requested) of the intent to terminate. The City will pay for that portion of the orders fulfilled or work performed. The City has the right to cancel the contract for cause at any time.

THE END

No. 285 Rev. 07/15-116