

DEPARTMENT OF PUBLIC WORKS

BUREAU OF SANITATION
BUREAU OF ENGINEERING
JOINT REPORT NO. 1
NOVEMBER 8, 2024

CD: 11, 15

ENVIRONMENTAL MONITORING DIVISION PROCUREMENT OF ALL AMERICAN MARINE, INC VESSELS, CAPITAL IMPROVEMENT PROJECT 2550 ENVIRONMENTAL MONITORING DIVISION OCEAN MONITORING VESSELS – SOLE SOURCE AUTHORIZATION AND EQUIPMENT PROCUREMENT CONTRACT AWARD (WORK ORDER NO. SZW00111)

RECOMMENDATIONS

1. Authorize the Director and General Manager of LA Sanitation and Environment (LASAN) to request the Bureau of Engineering (BOE) to create a sole-source payment schedule for All American Marine, Inc. (AAM) for the purchase of the aforementioned items.
2. Award the Vessels Procurement Contract to AAM for an amount of \$22,245,938, including contingency.
3. Authorize the President or two members of the Board of Public Works (Board) to execute the contract for this project, including the Supplemental Agreement to the General Conditions approved by the City of Los Angeles (City) Attorney as to form.

FISCAL IMPACT STATEMENT

There is no impact to the General Fund.

TRANSMITTALS

1. Volume I – Final Proposal signed by AAM dated 10/22/2024.
2. Volume II – Vessel Building Agreement, Supplemental Agreement, General Conditions, General Requirements signed by AAM dated 10/22/2024.

DISCUSSION

The Environmental Monitoring Division (EMD) currently operates the monitoring vessels *La Mer* and *Marine Surveyor* to comply with the Waste Discharge Requirements (WDRs) contained in the National Pollutant Discharge Elimination System (NPDES) Permits, jointly issued by the California Regional Water Quality Control Board, Los Angeles Region, and the U.S. Environmental Protection Agency, Region IX, for the City's two (2) water reclamation plants that discharge into marine waters. These plants, the Hyperion Water Reclamation Plant (HWRP) and the Terminal Island Water Reclamation Plant (TIWRP), are mandated by the NPDES Permits to conduct ocean monitoring and assessment.

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The *Marine Surveyor* and *La Mer* enable LASAN to comply with ocean monitoring requirements of the HWRP and TIWRP NPDES permits. These vessels have been in service for 61 years and 35 years, respectively, which is well beyond the recommended life cycle for marine vessels of this type (20-30 years), leading to skyrocketing maintenance costs and an increasing number of safety concerns.

As of January 1, 2024, the Pre-Tier 1 diesel marine propulsion engines of both vessels will not meet the new California Air Resources Board's (CARB's) recently amended Commercial Harbor Craft (CHC) emissions requirements. Annual fines for non-compliant operation of a single vessel under normal operating hours could amount to \$9 million. Repowering these vessels with new engines to meet CHC emissions was deemed inadvisable by the only regional boatyard capable of the task, new CARB-compliant engines would not fit inside the current vessels resulting in loss of structural integrity, dry-dock duration of approximately 12 months, and costs of approximately \$4 million, exceeding the values of the vessels.

Replacing these old vessels with new, purpose-built vessels will resolve these issues by complying with CARB regulations, greatly reducing maintenance and haul-out costs, increasing operational capacity, reducing downtime, and allowing for more reliable and timely compliance monitoring for the next 30 years. New, purpose-built vessels will be properly designed and equipped for current and future monitoring requirements, with improved safety equipment, modern fire suppression systems, and engines that meet CARB emission requirements.

73' Ocean Sampling Vessel



Figure: Rendering of Proposed New Vessels

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SOLE SOURCE JUSTIFICATION

LASAN is requesting approval for the Director and General Manager of LASAN to request BOE to award a sole-source payment schedule for the vendor AAM for the purchase of two new research vessels for the following reasons.

- AAM and Teknicraft Designs (their exclusive partnered naval architect) is the first and only ship builder in the United States that has engineered a vessel appropriately sized for LASAN's mission profile, given the engineering challenges of the much larger size, weight, and footprint of the new-to-market CARB compliant Tier 4+ engines and their exhaust after treatment systems.
- AAM and Teknicraft Designs have a proven hull design, with its latest iteration currently in operation with Duke University, Geodynamics/NV5, University of Hawaii, and Bluetide Puerto Rico. They have taken that hull design and modified it to fit the only compliant diesel marine engine on the market, the MAN Tier 4+ engine, which includes selective catalytic reduction, diesel particulate filters, and diesel exhaust fluid (DEF) systems that make the engine CARB compliant. Due to the fact that this hull is already engineered, the propulsion system is proven, and the CARB approval letters for all engines are in place, AAM has as close to an "off the shelf" solution in the ship building world as possible to meet the immediate needs of LASAN. The overall design and engine package is fully CARB compliant and can also be upgraded in the future if necessary. This in turn will fill the immediate need of The City and allow for a CARB extension to show that the City is working in good faith to meet the requirements.
- AAM is a well-known and respected builder of aluminum catamaran research vessels. They have become one of the nation's largest builders of aluminum catamarans 55 ft. and larger, and they have a proven track record of producing high quality mid-sized (55'-75') research vessels. They have built vessels for several other public and government entities, including the National Oceanic and Atmospheric Administration (NOAA), CA Department of Fish and Wildlife, and the City's Port Police.
- AAM will serve as a single point of responsibility for building, performance testing, and training.
- AAM has won bids to engineer and build research monitoring vessels for other California sanitation agencies that are required to complete similar ocean monitoring work as LASAN EMD. These sanitation agencies are also replacing their vessels due to CARB compliance. In a request for proposal (RFP) posted by another Southern California sanitation agency replacing their vessel with a similar size that LASAN is requesting, AAM was the only company that responded to and bid on their RFP.

PROJECT REVIEW BY COMMITTEE (PRC) APPROVAL

The project budget was approved by PRC on September 11, 2024, in the amount of \$22,245,938.

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STATUS OF FINANCING

There is no impact to the General Fund. The total funding for this project is not to exceed \$22,245,938. Funding for Fiscal Year 2024-25 in the amount of \$4,419,954 is available in the Fund No. 761, Sewer Capital Fund, Department No. 50, Appropriation Account No. 50AGL6, EMD Ocean Monitoring Vessels. The remaining funding will be budgeted within the Fund No. 761, Sewer Capital Fund.

Funds and appropriations for future fiscal years are not yet identified and existing appropriations may change based on available cash balances. Therefore, funds and appropriations will be determined by the Director and General Manager of LASAN.

Funding as of the date of this Board Report has been verified and approved by the Director of the Office of Accounting subject to terms and conditions and cash availability described above.

The City's liability under this contract shall only be to the extent of the present City appropriation to fund the contract. However, if the City shall appropriate funds for any succeeding years, the City's liability shall be extended to the extent of such appropriation, subject to the terms and conditions of the contract.

(Signature page follows)

BUREAU OF SANITATION
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Report reviewed by:

BOE (EED)

Report prepared by:

Environmental Engineering Division

Ethan B. Wong, PE, CCM, ENV SP
Division Engineer
Phone No. (310) 648-6120

REVIEWED AND APPROVED BY:


Sarai Bhaga (Nov 1, 2024 09:50 PDT)

SARAI BHAGA, Chief Financial Officer
Bureau of Sanitation
Date: _____

Respectfully submitted,



BARBARA ROMERO
Director and General Manager
Bureau of Sanitation

ENGINEERING
Electronically Signed by Ted Allen
Date: 2024 10 42 15


Ted Allen, PE
City Engineer
Bureau of Engineering

APPROVED AS TO FUNDS:



for MIGUEL DE LA PEÑA, Director
Office of Accounting
761/50/50AGL6 \$4,419,954
Date: 11/01/2024

Prepared by:

JoAnne Linnenbrink, EMD
(310) 648-5845
Ashley Coakley, BOE (EED)
(310) 648-6124

TRANSMITTAL NO. 1



BUREAU OF ENGINEERING
EMD OCEAN MONITORING VESSELS

CIP #2550
W.O. NO. SZW00111

VOLUME I OF II VOLUMES

BID PROPOSAL

Department of Public Works
Bureau of Engineering



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BID PROPOSAL

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Summary of First-Notice Replies <i>(Not Required)</i>	
Department of Water & Power Standard Drawing <i>(Not Required)</i>	

Holiday Season Street Closure Restrictions (*Not Required*)

PART IV (Cont.)

Board of Public Works Mandatory Subcontracting Minimum (*Not Required*)

Board of Public Works “Zero Sanitary Sewer Overflows” Policy (*Not Required*)

City of Los Angeles Labor Compliance Manual (*Not Required for Work Outside of California*) 13 pages

Important Notice Section (*Not Required*)

Equal Benefits Ordinance (*Waived*)

Municipal Lobbying Ordinance (*Not Required*)

Disclosure Ordinances Affidavit (*Waived*)

Local Business Preference Program (*Not Required*)

Construction & Demolition Waste Recycling Ordinance Compliance Packet (supersedes General Conditions, Article 00221 and General Requirements, Section 01572) (*Not Required*)

Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance (*Not Required*)

Contractor Evaluation Program (*Not Required*)

Contractor Special Recognition Program (*Not Required*)

Buy Clean California Act Implementation (*Not Required*)

Executive Directive 35 Equitable Access to Contracting Opportunities (*Not Required*)

ATTACHMENTS

1. Specifications
 - a. Vessel Building Agreement
 - b. Supplemental Agreement
 - c. General Conditions
 - d. General Requirements
 - e. Technical Specifications
 - f. General Arrangement Drawings
 - g. Materials List

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IMPORTANT NOTICE

A. BIDDER INFORMATION AND ASSISTANCE

Requests for clarification of conflicts and omissions from the contract documents shall be addressed in writing to:

Ashley Coakley
Environmental Engineering Division
12000 Vista Del Mar, Pregerson Building, Suite 200
Playa Del Rey, CA 90293
Ashley.Coakley@lacity.org

B. CALIFORNIA STATE SENATE BILL 854:

I. Contractors are advised of the following changes made by California State Senate Bill 854 to the State of California Department of Industrial Relations:

1. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the California Department of Industrial Relations (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)].
2. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the DIR pursuant to Labor Code section 1725.5.
3. DIR maintains a current [list of registered contractors](https://efiling.dir.ca.gov/PWCR/Search.action).
<https://efiling.dir.ca.gov/PWCR/Search.action>

II. Please see the one-page section, “Senate Bill 854” in Part IV of the Bid Proposal for more information about Senate Bill 854.

C. IRAN CONTRACTING ACT OF 2010

In accordance with California Public Contract Code Sections 2200-2208, all bidders submitting proposals for entering into or renewing contracts with the City of Los Angeles for goods and services estimated at \$1,000,000 or more are required to complete, sign and submit the “Iran Contracting Act of 2010 Compliance Affidavit.” Please see pages 1-11a to 1-11c for more information about Iran Contracting Act.

D. ELECTRONIC SIGNATURE POLICY (Types of Documents Permitted for Electronic and Scanned Signature)

This Policy is intended to broadly support the use of electronic signatures. Departments are encouraged to consult with the City Attorney’s Office if Departments are uncertain if the electronic/scanned signature is acceptable for a document. However, below are examples of the types of documents where electronic/scanned signatures are allowed:

1. Memos, forms, board letters and other correspondence
2. Contracts
3. Certificates and Permits
4. Notarized Document

Electronic/Scanned
Electronic/Scanned
Electronic/Scanned
Scanned

Please note that Ethics Form 50 and 55 must be signed via a software that is accepted by the Ethics Commission (i.e. DocuSign, Adobe). (Issued March 19, 2020)

THE DOCUMENTS CONTAINED HEREIN HAVE BEEN APPROVED BY:

Barbara Romero
Director and General Manager
LA Sanitation and Environment

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BID PROPOSAL

PART I

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BID PROPOSAL

PART I OF IV

EMD OCEAN MONITORING VESSELS CIP #2550: W.O. SZW00111



In and for the
City of Los Angeles
California

TYPE OF CONTRACT	CASH
PROPOSAL ATTACHMENTS	Volume II
SPECIFICATIONS	Volume II – Supplemental Agreement, General Conditions, General Requirements, and Vessel Building Agreement signed by All American Marine, Inc.
PROJECT LOCATION	12000 Vista Del Mar, Playa Del Rey, CA 90293

Firm Name:
All American Marine, Inc.

Address:
1010 Hilton Ave, Bellingham, WA 98225

Telephone Number: (360) 647-7602

Email Address: dzech@allamericanmarine.com

Business Tax Registration Certificate (BTRC) No.:

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SCHEDULE OF WORK AND PRICES

City of Los Angeles - Department of Public Works - Bureau of Engineering

CIP 2550 EMD OCEAN MONITORING VESSELS W.O. No. SZW00111



ITEM	DESCRIPTION	UNIT	ITEM TOTAL
	Two Ocean Monitoring Vessels		
	Payment upon the execution of this Vessel Building Agreement for initial design, commitment to purchase long lead propulsion and scientific equipment, materials, and mobilization costs.	LS	\$ 3,454,563
	Payment upon engagement of Teknicraft Design to begin final engineering services and for the issuance of P.O.s for the scientific winches and cranes.	LS	\$ 1,295,461
	Payment upon commencement of the erection of the first hull frame of Vessel #1.	LS	\$ 863,641
	Payment upon commencement of the erection of the first hull frame of Vessel #2.	LS	\$ 863,641
	Payment upon when weldout of the hull for Vessel #1 is completed – evidenced by rollover of the welded hull into an upright position.	LS	\$ 863,641
	Payment upon when weldout of the hull for Vessel #2 is completed – evidenced by rollover of the welded hull into an upright position.	LS	\$ 863,641
	Payment upon completion of Vessel #1's deck and upon attachment of the cabin to the hull.	LS	\$ 863,641
1	Payment upon completion of Vessel #2's deck and upon attachment of the cabins to the hull.	LS	\$ 863,641
	Payment upon commencement of outfitting and interior finishes for Vessel #1.	LS	\$ 863,641
	Payment upon commencement of outfitting and interior finishes of Vessel #2.	LS	\$ 863,641
	Payment upon launch of Vessel #1.	LS	\$ 1,295,461
	Payment upon launch of Vessel #2.	LS	\$ 1,295,461
	Payment upon the Purchaser's Operational Acceptance of Vessel #1, a satisfactory sea trial, and initial inspection by the Purchaser at the Builder's Docks in Bellingham, WA.	LS	\$ 863,641
	Payment upon the Purchaser's Operational Acceptance of Vessel #2, a satisfactory sea trial, and initial inspection by the Purchaser at the Builder's Docks in Bellingham, WA.	LS	\$ 863,641
	Payment upon Purchaser's confirmation of the completion of delivery of Vessel #1 to the Port of Los Angeles or Marina Del Rey and the Purchaser's Final Acceptance inspection.	LS	\$ 647,731

SCHEDULE OF WORK AND PRICES

City of Los Angeles - Department of Public Works - Bureau of Engineering

CIP 2550 EMD OCEAN MONITORING VESSELS W.O. No. SZW00111



	Payment upon Purchaser's confirmation of the completion of delivery of Vessel #2 to the Port of Los Angeles or Marina Del Rey and the Purchaser's Final Acceptance inspection.	LS	\$ 647,731
2	Allowance for Third Party Inspection.	LS	\$ 30,000
3	Allowance for City Staff Travel Accomodations.	LS	\$ 91,000
TOTAL BID AMOUNT:			\$ 17,393,815

Unit abbreviation: LS=lump sum

NOTES:

A. FIXED COST ITEMS: Bid Item Nos. 1 thru 3 are considered Fixed Cost Items at the time of bid. The pre-printed dollar amounts listed in the "Schedule of Work and Prices" shall not be changed or deleted.

B. SOLE SOURCED ITEM: Bid Item No. 1 is a Sole Sourced Item. The pre-printed dollar amount listed in the "Schedule of Work and Prices" shall not be changed or deleted.

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SIGNATURE SHEET AND AFFIDAVIT

I/We, Ronald Wille (Insert Name(s)) depose and say that I am/We are _____

President & COO of All American Marine, Inc.
(Insert "Sole Owner", "Partner", "President", etc.) (Insert firm name and address of bidder)

1010 Hilton Ave. Bellingham, WA

Contractor's License No. _____ License Classification _____ Expiration Date _____
who submit this proposal to the Board of Public Works and hereby declare:

- (1) That I/We have read this proposal and have abided by and agree to the conditions herein and have carefully examined the project plans and read the specifications and I/We hereby propose to furnish all materials and do all the work required to complete the work in accordance with the plans and specifications, for the unit prices or lump sums named in the Schedule of Work and Prices. Furthermore, I/WE have read and understand Ordinance No. 173677 of the "Determination of Contractor Responsibility Policy" of the City of Los Angeles and I/WE understand my/our obligations under this policy as a bidder and as a contractor should this contract be awarded to my/our firm.
- (2) That this proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named, and that I/We have not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that I/We have not in any manner sought by collusion to secure for myself/ourselves an advantage over any other bidder.
- (3) This contract is expressly made for the benefit of the signatory parties only. It is not the intent of any of the signatory parties to create or discharge any duty, express or implied, to any party other than the signatory parties. Any benefit derived from this contract by a third party is unintended and incidental to the purpose for which this contract is made.
- (4) That I/We as principal(s), acknowledge myself/ourselves as being bound by the accompanying Bid Bond when completed by the Surety.
- (5) That I have read and understand the provisions of the Pollution Control – Sewage Spill Prevention and Response Requirements and the Board of Public Work's Policy of "Zero Sanitary Sewer Overflows" requirements as contained in this Proposal. If awarded this contract, I/ We agree to furnish all of the materials, supplies, tools, equipment, labor and other services necessary for the containment and clean up of any sewage or other pollutants spills or leaks occurring during the performance of this contract. I/WE further agree to act immediately, without instructions from City staff, to contain and clean up any spill in any way involved with my/ our activities on this project without concern for who or what caused the spill.

ADDENDA - This proposal is submitted with respect to the changes to the contract included in Addenda numbers:

(Fill in Addenda received) _____

I/We certify or declare under penalty of perjury that the foregoing is true and correct.

1. Ronald Wille		President & COO	10-22-24
Name	Signature	Title	Date

Subscribed and sworn before me on this 22nd Day of October 2024 in Whatcom County WA



 10/22/24
Note: ALL SIGNATURES MUST BE PROPERLY COMPLETED AND WITNESSED BY A NOTARY

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Iran Contracting Act of 2010 - Implementation and Processing Procedures

Overview:

The Iran Contracting Act of 2010 prohibits bidders engaged in investment activities in Iran, from bidding, submitting proposal for, entering into or renewing contracts with the City for goods and services of \$1,000,000 or more.

A bidder or proposer who engages in investment activities in Iran is defined as either:

1. A bidder or proposer providing goods or services of \$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 or Iran; OR
2. A bidder that is a financial institution that extends twenty million dollars \$20,000,000 or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on the list created by the State of California, Department of General Services (DGS) as a person engaging in the investment activities in Iran.

All bidders or proposers for department contracts of \$1,000,000 or more shall certify that they are not identified on the DGS list of ineligible businesses or persons, and that they are **not** engaged in investment activities in Iran by signing and submitting the *Iran Contracting Act of 2010 Compliance Affidavit*.

Implementation & Processing:

- All bidders or proposers for a Department contract valued at \$1,000,000 or more must sign and submit the *Iran Contracting Act of 2010 Compliance Affidavit* with their bid or proposal.
- Upon receiving the bid or proposal, the awarding authority contract administrator must review the submitted affidavit for completion and signature and check the DGS list of businesses that are prohibited from contracting with public entities in California. The link for the DGS list is:
<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-Ineligible-Businesses?search=iran%20contracting>
 - Once the review is complete, the contract administrator will place the affidavit in the awarding authority's official file associated with the proposal, or such other place as is designated by the awarding authority's general manager for safe recordkeeping.
- In the event that the awarding authority intends to award a contract valued at \$1,000,000 or more, outside of the competitive process, the awarding authority must complete the evaluation process described above prior to executing the contract.

Any questions regarding the Iran Contracting Act of 2010 may be directed to the State of California, Department of General Services, Office of Policies, Procedures, and Legislation (OPPL) at PPO@dgs.ca.gov. For more information, the webpage for the OPPL is located at www.dgs.ca.gov/pd/Resources/PDLegislation.aspx.

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

(California Public Contract Code Sections 2200-2208)

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits bidders engaged in investment activities in Iran from bidding on, submitting proposals 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:

1. 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
2. A bidder that is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.


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

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

To comply with the Iran Contracting Act of 2010, the bidder shall provide its vendor or financial institution name, and City Business Tax Registration Certificate (BRTC) if available, in completing **ONE** of the options shown below.

OPTION #1: CERTIFICATION

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

Vendor Name/Financial Institution (printed) All American Marine Inc		BTRC (or n/a)
By (Authorized Signature) 		
Print Name and Title of Person Signing Ronald Wille, President & COO		
Date Executed Oct 22, 2024	City Approval (Signature)	(Print Name)

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 bid on, submit a proposal for, or enter into, or renew, a contract for goods and services. If the bidder or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

Vendor Name/Financial Institution (printed)		BTRC (or n/a)
By (Authorized Signature)		
Print Name and Title of Person Signing		
Date Executed	City Approval (Signature)	(Print Name)



**Department of General Services
Procurement Division**

707 Third Street, Second Floor, West Sacramento, CA 95605
(916) 375-4400 (800) 559-5529

List Date: August 5, 2020

**Entities Prohibited from Contracting with Public Entities in California per the
Iranian Contracting Act, 2010**

1. China National Petroleum Corporation
 2. China Oilfield Services Limited
 3. Indian Oil Corporation Ltd.
 4. Oil and Natural Gas Corporation
 5. Oil India Limited
 6. ONGC Videsh Ltd.
 7. Petrofield
 8. Petróleos de Venezuela, S.A
 9. Sinopec
 10. SKS Ventures
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If you have any questions regarding this notification, please contact:

Office of Policies, Procedures, and Legislation

PPO@dgs.ca.gov

BID PROPOSAL

PART II

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**Nondiscrimination, Equal Employment Practices and Affirmative
Action Program (Non-Construction and Construction)**

Bidders/Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2., Non-discrimination Clause.

All contracts (both construction and non-construction) for which the consideration is \$1,000 or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.3., Equal Employment Practices Provisions. By affixing its signature on a contract that is subject to the Equal Employment Practices Provisions, the Contractor shall agree to adhere to the provisions in the Equal Employment Practices Provisions for the duration of the contract.

All contracts (both construction and non-construction) for which the consideration is \$25,000 or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.4., Affirmative Action Program Provisions. By affixing its signature on a contract that is subject to the Affirmative Action Program Provisions, the Contractor shall agree to adhere to the provisions in the Affirmative Action Program Provisions for the duration of the contract.

Furthermore, contractors shall include similar provisions in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations. The contract with the subcontractor that contends similar language shall be made available to the Office of Contract Compliance upon request.

Bidders/Proposers seeking additional information regarding the requirements of the City's Non-Discrimination Clause, Equal Employment Practices and Affirmative Action Program may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>.

<input type="checkbox"/> PRIME <input type="checkbox"/> SUB Contractor	Project Title	OCC File #
Contractor Address	City:	State: E-mail:

As part of the Affirmative Action Program Provisions (10.13B), the Awarding Authority or the Designated Administrative Agency may request that your company set forth anticipated minority, women, and all other staffing utilization by the contractor and all subcontractors on each project constructed by the City. Complete this form and use 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. Submit this form directly to the Requesting Party.

(Note: J - Journeyman, A - Apprentice, T - Trainee, F - Female, M - Male)

(L.A. County Only)

[illegible]

☐ Available Records ☐ Visual Check ☐ Other (Specify) _____

Prepared by: _____ Title: _____ Date: _____

BID PROPOSAL

PART III

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BID PROPOSAL

PART IV

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Senate Bill 854

1. All contractors and subcontractors who bid, or work on a public works project must register with the state and pay an annual fee of \$300.00 to the Department of Industrial Relations (DIR). In order to register, contractors must have valid workers compensation insurance; they must not have any outstanding assessments owed to either the state or any other warding body, or to any workers; and they cannot be debarred on any list (either federal, state, or local).
2. No contractor or subcontractor may be listed on a bid proposal (submitted on or after March 1, 2015) for a public works project unless they are registered with the DIR pursuant to Labor Code Section 1725.5.
3. No contractor or subcontractor may be awarded a contract on a public works project (awarded on or after April 1, 2015) unless they are registered with the DIR pursuant to Labor Code Section 1725.5.
4. No contractor or subcontractor may work on a contract on a public works project (bid on or after March 1, 2015, or awarded on or after April 1, 2015) unless they are registered with the DIR.
5. An awarding body may not accept a bid or enter into a contract for public works with an unregistered contractor.
6. The DIR maintains a current list of registered contractors at:
<https://efiling.dir.ca.gov/PWCR/Search.action>.
7. While the new law does require that all contractors and subcontractors must furnish electronic certified payroll records (ECPR) directly to the Labor Commissioner's Office, contractors and subcontractors working on City of Los Angeles public works projects (as well as those working for three other select awarding bodies, and projects covered by qualifying project labor agreements) are exempt from this requirement. (Note: Any contractor working on a project for a City department or agency which does not utilize the Bureau of Contract Administration's services *must* submit their payrolls through the state's ECPR system to the Labor Commissioner's Office *and* submit the project to the state for monitoring and enforcement. The new law will apply to any project awarded by a City department for constriction, alteration, installation, demolition, maintenance, or repair.
8. Violation of the requirements mandated by SB 854 will result in any public works contract entered into with any contractor or subcontractor who has not registered being subject to cancellation.
9. A contractor who fails to pay the renewal fee on or before the expiration of the prior period of registration shall be prohibited from bidding on or engaging in the performance of any contract for the public work until they are once again registered. If the failure to pay the renewal fee was inadvertent, the contractor may renew its registration retroactively by paying an additional penalty renewal fee equal to the amount of the renewal fee within 90 days of the due date of the renewal fee. (If the original renewal fee was \$300.00, the total amount for renewal including the penalty renewal fee would be \$600.00.)
10. If the renewal fee is paid subsequent to 90 days, the contractor will be eligible to bid on public works projects again only if they pay an additional nonrefundable penalty registration fee of \$2,000.00 in addition to the annual registration fee (if the original renewal fee was \$300, the total amount for renewal including the penalty renewal fee would be \$2,300.00).

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Required Insurance and Minimum Limits

Name: All American MarineDate: 08/08/2024Agreement/Reference: Design & Build Two (2) Sea Vessels for PW Sanitation Environmental Monitoring

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

☒ **Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)**
WC StatutoryEL \$1,000,000☒ Waiver of Subrogation in favor of City☒ Longshore & Harbor Workers☐ Jones Act

☒ **General Liability** City of LA is required to be named as an additional insured
\$2,000,000☒ Products/Completed Operations☐ Sexual Misconduct _____☐ Fire Legal Liability _____☒ Shipyard Insurance _____

☒ **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work)
\$1,000,000

☒ **Professional Liability** (Errors and Omissions)
\$1,000,000Discovery Period 12 months After Completion of Work or Date of Termination

☒ **Property Insurance** (to cover replacement cost of building - as determined by insurance company)
☐ All Risk Coverage☐ Boiler and Machinery☐ Flood _____☐ Builder's Risk☐ Earthquake _____☒ Hull Builder's Risk Insurance _____

☒ **Pollution Liability**
\$1,000,000☒ Contractor's Pollution Liability/ Discovery: 12 months after completion of work or date of TerminationSurety Bonds - Performance and Payment (Labor and Materials) Bonds100% of the contract priceCrime Insurance**Other:** Sent to JoAnne Linnenbrink @ PW Sanitation1) Workers' Compensation In-Land (\$1 million)

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CITY OF LOS ANGELES



LABOR COMPLIANCE MANUAL

Revised May 2014

PART I
CITY OF LOS ANGELES
LABOR COMPLIANCE PROGRAM REQUIREMENTS

I. INTRODUCTION

The Bureau of Contract Administration, Office of Contract Compliance, Labor Compliance Section (LCS) is responsible for educating, assisting, monitoring and enforcing prevailing wage requirements of the applicable labor laws to insure that all contractors working on City projects are in compliance with State (California Labor Code Chapter 1 of Part 7 of Division 2) and Federal (Code of Federal Regulations 29) prevailing wage statutes and regulations.

The City's Labor Compliance Program (LCP) is certified under California Code of Regulations Chapter 8, Section 16425. The LCS received initial certification on August 6, 1998. In establishing the LCP, the City adheres to the statutory requirements as stated in California's Labor Code Section 1771.5.

II. LABOR COMPLIANCE PROGRAM REQUIREMENTS

- a.) Pursuant to Labor Code Section 1771.5, the City of Los Angeles requires the payment of the general prevailing rate of per diem wages and the general prevailing rate of per diem wages for holiday and overtime work on this project.
- b.) The Labor Compliance Section monitors labor standards compliance by conducting interviews with construction workers at the job site and reviewing payroll reports and initiates and oversees any enforcement actions that may be required.
- c.) In the event that a project is federally funded, the Federal Department of Labor (DOL) has a role in monitoring Davis-Bacon administration and enforcement. A DOL investigator or other DOL representative may visit Davis-Bacon construction sites to interview construction workers or review payroll information. In the event that there is a conflict between the State prevailing wage rate and the Federal prevailing wage rate, then the higher rate shall be paid.

III. PUBLIC WORKS CONSTRUCTION PROJECTS

This project is subject to the provisions of the State laws and regulations including, but not limited to, California Labor Code Sections 226, 227, 1021, 1021.5, 3093, 3077 and 1720 through and including 1861, together with all applicable regulations (e.g., Title 8 California Code of Regulations Section 16001 et seq.). All pertinent California statutes and regulations, including those

referenced above, are hereby incorporated by reference in this document as if set forth in their entirety.

IV. EMPLOYMENT OF MINORS PROHIBITED

The employment of minors, under 16 years of age, is strictly prohibited in all building and construction work of any kind per California Code of Regulations Title 8, Chapter 6, Subsection 1, Article 1 §11701(b).

V. YOUTH EMPLOYMENT PROGRAMS

Youths (ages 18 – 23) employed on Public Works projects are subject to the payment of the prevailing wage.

VI. CASH PAYMENTS PROHIBITED

The City requires the Contractor and all subcontractors to make weekly wage payments to all workers employed on the project. Payments shall be made by means of a check, money order or cashier's check. **Cash payments are prohibited.**

VII. WORKERS DEFINED

The City defines “worker” as defined in Labor Code Section 1723, and extends the definition to include Corporate Officers, Partners, Sole Owners, Mechanics and Laborers employed or working on the site of the Work. Such workers will be paid unconditionally and not less than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act) (CFR 29 Part 3), the full amounts due at time of payment computed at wage rates not less than those contained in the wage determination decisions of the State of California Director of the Department of Industrial Relations (DIR).

VIII. PREVAILING WAGES

Payments of wages not less than those contained in the wage determination decision of the State of California Director of the Department of Industrial Relations (DIR), are in effect for the duration of this Contract. Any classes of laborers or mechanics, including apprentices, which are not listed in the applicable wage determination and which are to be employed under the Contract, shall be classified in conformance with the applicable wage determination. If the Contractor fails to request a special determination (CCR 8 §16202) within 45 days after the commencement of advertising of the call for bids, and the classification of laborers and mechanics, including apprentices, is not found in the applicable wage determination, the City reserves the right to re-classify the affected class of laborers and/or mechanics, including apprentices, to the most

closely related craft as published in the applicable wage determination. If the interested parties cannot agree on the proper classification or re-classification of a particular class of laborers or mechanics, including apprentices, to be used, the question accompanied by the recommendation of the City shall be referred to the DIR for final determination.

IX. EFFECTIVE PREVAILING WAGE RATES

The State Prevailing Wage Rates are determined by the Department of Industrial Relations as prescribed in Labor Code Sections 1773 – 1773.1 and are effective 10 days after issuance. The established Prevailing Wage rates are published in the General Prevailing Wage Determinations which are issued bi-annually (occasionally, the DIR may issue an additional General Prevailing Wage Determination in the same year). The **Bid Advertise Date** determines the applicable General Prevailing Wage Determination. The expiration date indicated for each craft is followed by either a single asterisk (*) or double asterisk (**). The single asterisk (*) indicates that the wage rate will remain constant and effective throughout the duration of the contract. The double asterisk (**) indicates that the wage rate is effective until the expiration date, and the rate to be paid for work performed after that date has already been determined. If work will extend past the expiration date, the new rate must be paid and should be incorporated in this contract. (CCR 8, §16204).

To obtain the most current prevailing wage rates, contact the Office of Contract Compliance at (213) 847-2662. The rates are also available on the internet at www.dir.ca.gov.

X. PAYMENT OF PREVAILING WAGE FRINGE BENEFITS

Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, travel time, training contributions and subsistence pay as provided for in Section 1773.8, for apprenticeship or other training programs, authorized by Section 3093. (Contractors paying per diem wages cannot pay less than the basic hourly rate of pay to the worker working on a covered prevailing wage. (CCR 8, §16000))

A copy of California Public Works Form PW-26, *Fringe Benefits Statement*, must be prepared by the Contractor and submitted to the OCC with the first payroll. In addition, a copy of the *Employer's Monthly Report To Trustees*, must be submitted to the OCC by the (15th) of the following month. Any worker not covered under a Trustee account must be paid a fringe benefit equivalent to that required by the DIR, associated with the minimum prevailing wage for the worker classification. Contractors not making payments to a fringe benefit trust account shall include the total fringe benefit package in the Total Hourly Wage Rate paid to the worker.

XI. APPRENTICE REQUIREMENTS

Contractors shall comply with the requirements of the apprenticeship provisions of California Labor Code Section 1777.5.

1. APPRENTICES

In accordance with California Labor Code Section 1777.5(d), a contractor (including any subcontractor) who is awarded a City of Los Angeles contract, and who employs workers in an apprenticeable craft or trade, shall employ apprentices in at least the ratios as stipulated in Labor Code Section 1777.5.

California Code of Regulations Title 8 §230.1 requires contractors who are not already approved to train by an applicable joint apprenticeship committee or unilateral committee, to request the dispatch of required apprentices from all of the applicable Apprenticeship Committees whose geographic area of operation includes the site of the public work by giving the committee actual notice of 72 hours (excluding Saturdays, Sundays and holidays) before the date on which one or more apprentices are required. However, if a non-signatory contractor declines to abide by and comply with the terms of a local committee's standards, the Apprenticeship Committee shall not be required to dispatch apprentices to such contractor. Conversely, if in response to a written request an Apprenticeship Committee does not dispatch any apprentice to a contractor who has agreed to employ and train apprentices in accordance with either the Apprenticeship Committee's Standards or these regulations within 72 hours of such request (excluding Saturdays, Sundays and holidays) the contractor shall not be considered in violation as a result of failure to employ apprentices for the remainder of the project, provided that the contractor made the request in enough time to meet the ratios as stated in Labor Code Section 1777.5. If an Apprenticeship Committee dispatches fewer apprentices than the contractor requests, the contractor shall be considered in compliance if the contractor employs those apprentices who are dispatched, provided that, where there is more than one Apprenticeship Committee able and willing to unconditionally dispatch apprentices, a contractor who is not a participant in an apprenticeship program has requested dispatch from all applicable apprenticeship committees in the project area.

Apprentices shall be individually registered in a bona fide state or federally approved apprenticeship program. Apprentices, as defined in Labor Code Section 3077, must be registered with the State of California, Division of Apprenticeship Standards (DAS) to be eligible for employment as an apprentice on the project. Any employee listed on a payroll as an apprentice and paid the apprentice wage rate who is **not** an apprentice, as defined in California Labor Code Section 3077, shall be paid the journey level wage rate determined for the classification of work actually performed. The Contractor and sub-contractors shall furnish the City a copy of a DAS apprentice

registration for each apprentice employed. The wage rates paid to the apprentices shall not be less than the applicable wage determination as determined by the Department of Industrial Relations Division of Apprenticeship Standards (Contact DAS at (415) 703-4920 or (213) 576-7750 or at their website: www.dir.ca.gov/DAS).

2. RATIOS

The ratio of apprentice work to journeyman work shall conform to the requirements as mandated in Section 1777.5 of the California Labor Code. In the event that the Contractor fails to comply with apprenticeship requirements as mandated by California Labor Code Section 1777.5, the Contractor shall be subject to penalties in accordance with California Labor Code Section 1777.7.

If the Contractor fails to comply with the ratios as determined by the DAS, the City will issue a "Notice of Reprimand" and forward the matter to the DAS.

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 apprenticable occupation.

XII. LIABILITY FOR UNPAID WAGES

- a.) As required by Labor Code Section 1775, the Contractor and any Subcontractor shall forfeit to the City not more than two hundred dollars (\$200) per day for each worker who is paid less than the prevailing wage rate (including fringe benefits) required.

Additionally, Section 1813 of the Code requires the Contractor or subcontractor to forfeit twenty-five dollars (\$25) to the City for each worker employed in the execution of the Contract for each calendar day a worker is permitted or required to work in excess of 8 hours per day or 40 hours per week at a rate less than 1 ½ times the hourly rate of pay for the worker classification involved. Moreover, the City may withhold payment from the Contractor to ensure that the Contractor's obligation to pay prevailing wage rates is met.

- b.) The **Contract Work Hours and Safety Standards Act (CWHSSA)** require time and one-half pay for overtime as defined by the Federal government. (Overtime as defined by the Federal government is any time

over 40 hours worked by a worker in a given work week.) In the event that this project is federally funded, an additional penalty of \$10/day per violation will be strictly enforced for under-payment of the overtime rate. Intentional violations of CWHSSA standards are considered a Federal criminal misdemeanor.

- c.) California Labor Code Section 1778 makes it a felony for anyone to require any laborer or mechanic employed on a public works project to ***kickback*** any portion of their wages. The **Copeland (Anti-Kickback) Act** is the federal statute that makes it a felony to require any laborer or mechanic employed on a Federal or Federally Assisted public works project to return any portion of his/her wages in connection with services rendered upon any public work.

XIII. POSTING

The Contractor shall post at each job site, in a conspicuous location readily available to the workers, a copy of all applicable wage determinations.

XIV. JOINT LABOR COMPLIANCE MONITORING PROGRAM

The Contractor, and all subcontractors, shall cooperate in allowing approved Compliance Group Representatives access to the project job site for the purpose of conducting worker interviews to insure compliance with the requirement to pay proper prevailing wages on City projects. This will be done in order to comply with the Board of Public Works' August 20, 2004 adoption of a Joint Labor Compliance Monitoring Program.

Each Compliance Group Representative must wear their City-issued Joint Labor Compliance Monitoring Program identification badge at all times while on the job site, and must restrict their actions to interviewing workers employed on the project. For a copy of the Joint Labor Compliance Monitoring Program board report, or for any questions, contact the Office of Contract Compliance at (213) 847-2660.

XV. CERTIFIED PAYROLL RECORDS

- a.) The Contractor shall adhere to the provisions of Labor Code Section 1776.

The payroll records referred to must include the employee's:

- A. name;
- B. address;
- C. social security number;
- D. work classification;
- E. straight time hours per day and total per week;

- F. overtime hours per day and total per week;
- G. gross wages earned this project;
- H. gross wages earned on all other projects;
- I. itemized deductions;
- J. actual per diem wages paid; and
- K. payroll check numbers or direct deposit verification

In addition, the records must identify apprentices and the ratio of apprentices to journeymen.

- b.) 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 this Contract. The City reserves the right to reject incomplete payroll reports and request re-submittal of complete reports.
- c.) The Contractor shall be responsible for ensuring that all their Subcontractors, regardless of tier, submit certified payrolls through OCPS. In the event that Subcontractor payrolls are not submitted, the City may withhold contract payments from the Contractor.
- d.) Upon a request from the City, the Contractor and all Subcontractors shall be prepared to submit hard copies of certified payrolls accompanied by a Statement of Compliance, signed in ink.
- e.) Payroll data pertaining to owner-operators must be submitted on Certified Payroll Reports through OCPS, and a copy of the DMV vehicle registration of the Owner-Operator shall be submitted to the City after the first Certified Payroll on which this owner-operator's name appears. Listing any individual as "Owner-Operator" will not be accepted as the classification is not recognized by the State of California Department of Industrial Relations' Office of Policy, Research and Legislation.
- f.) As required by Labor Code Section 1776 (h), the Contractor shall forfeit to the City one hundred dollars (\$100) per day, per worker employed on the project, for failing to comply strictly with requests by the City for submittal of payroll documents and/or all supporting documents which includes, but is not limited to: cancelled checks, time sheets, W-4 Forms, W-2 Forms, DE-6 Forms, and any other forms utilized in the course of business that are relevant to the payment of wages. In addition, according to California Labor Code Section 1777.1(c), the Contractor may also be

subject to debarment by the Labor Commissioner for failure to furnish certified payroll records within thirty (30) days after receipt of the written notice for such records.

XVI. WORKING HOURS

- a.) Generally, the Contractor shall not employ a worker more than eight (8) hours in a calendar day or forty (40) hours in a calendar week except upon compensation of one and one-half (1½) times the basic rate of pay for all hours worked in excess of eight (8) hours per day and forty (40) hours per week. Special rules may apply to specific worker classifications. See applicable wage determinations for overtime definitions. Recognized holidays shall be consistent with area practice in determining the applicability of overtime wage rates.
- b.) The Portal-to-Portal Act does not allow employers to forego payments to its employees for compulsory travel time and overtime. A worker required to report to the employer's place of business to load tools and material and to be transported to the job site are entitled to be paid for travel time at the applicable rate as set forth in the General Area Wage Determinations inclusive of return trip travel time from a public work classified project. All "hours worked" must be included in calculating any overtime including time denominated as compulsory travel time.

The Portal-to Portal Act applies to public works project that are funded in whole or in part with federal funds and excludes from the workday travel to or from the workplace by an employee (29 USC 254 (a)(1)). Under section 254(a), this includes work performed pursuant to contracts awarded by the federal government under the Davis-Bacon Act. However, the Portal-to-Portal Act, to the degree it amends the Davis-Bacon Act, does not supercede any aspect of the California Prevailing Wage Law and is not applicable to compulsory travel time incurred in the performance of a California awarding body's public work project when determining the "hours worked" as noted by the California Supreme Court in *Morrillion v. Royal Packing Company* (2000) 22 Cal. 4th 575, 94 Cal. Rptr.2d3,

"The California Labor Code and the Industrial Welfare Commission (IWC) wage orders do not contain an express exemption for travel time similar to that of the Portal-to-Portal Act. ...In contrast to these specific findings showing the congressional intent, the Legislature has not similarly identified existing evils under state law." (*Id.* at p.590.)

In reviewing the history of the IWC's Wage Order No. 14-80, the California Supreme Court said,

“The IWC added the phrase ‘the time during which an employee is subject to the control of the employer’ to the definition of ‘hours worked.’ ...Absent convincing evidence of the IWC’s intent to adopt the federal standard for determining whether time spent traveling is compensable under state law, we decline to import any federal standard, which expressly eliminates substantial protections to employees. Accordingly, we do not give much weight to the federal authority.” (Id. at p. 590-591)

Finally, the California Supreme Court observed,

“our departure from the federal authority is entirely consistent with the recognized principle that state law may provide employees greater protection than the F.L.S.A. [Fair Labor Standards Act].” (Id. at p. 592.)

XVII. WITHHOLDING PAYMENTS FOR LABOR COMPLIANCE VIOLATIONS

In accordance with Labor Code Section 1727, the City may withhold, from any monies payable on account of work performed by the Contractor or Subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of the Contractor or its Subcontractor for unpaid wages and liquidated damages as specified in this Section. In the event of failure to pay any laborer or mechanic, including any apprentice, employed or working on the site of the Work, all or part of wages required by the Contract, the City may, after written notice to the Contractor (Notice of Withholding Contract Payments), take such action as may be necessary to cause the suspension of further payment, advance or guarantee of funds until such violations have ceased.

In accordance with Labor Code Section 1771.5, the City may withhold contract payments when payroll records are delinquent or inadequate.

XVIII. DISPUTES

The City’s Labor Compliance Program administered by the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance, Labor Compliance Section shall adhere to the provisions of Labor Code Section 1771.6 and will provide the Contractor or Subcontractor an opportunity for review of assessed wages and penalties pursuant to the provisions of Labor Code Section 1742.

PART II

LABOR COMPLIANCE PROGRAM REQUIREMENTS – FEDERALLY FUNDED/ASSISTED CONSTRUCTION PROJECTS

Projects receiving full or partial federal funds are subject to the regulations listed below, in addition to any and all applicable California labor requirements.

I. DAVIS-BACON REGULATIONS

The U.S. Department of Labor (DOL) has published rules and instructions concerning Davis-Bacon and other labor laws in the Code of Federal Regulations (CFR) and can be found in Title 29 CFR Parts 1, 3, 5, 6 and 7. Part 1 explains how the DOL establishes and publishes Davis-Bacon Act wage determinations and provides instructions on how to use the determinations. Part 3 describes the Copeland Act requirements for payroll deductions and the submission of weekly certified payroll reports. Part 5 covers the labor standards provisions that are in each contract relating to Davis-Bacon Act wage rates and the responsibilities of contractors and contracting agencies to administer and enforce the provisions. Part 6 provides for administrative proceedings enforcing Federal labor standards on construction and service contracts. Part 7 sets parameters for due process procedures before the Wage Appeals Board (renamed Administrative Review Board). These regulations are used as the basis for administering and enforcing the laws.

The Davis-Bacon Act

The Davis-Bacon Act requires the payment of prevailing wage rates (which are determined by the DOL) to all laborers and mechanics on Federal construction projects in excess of \$2,000. Construction includes alteration and/or repair, including painting and decorating, of public buildings or public works.

The Contract Work Hours and Safety Standards Act (CWHSSA)

CWHSSA requires time and one-half pay for overtime (O/T) hours (over 40 hours in any work week) worked on the covered project. The CWHSSA applies to both direct Federal contracts and to indirect Federally-assisted contracts *except* where the assistance is solely in the nature of a loan guarantee or insurance. CWHSSA violations carry a liquidated damages penalty (\$10/day per violation). Intentional violations of CWHSSA standards are considered a Federal criminal misdemeanor.

The Copeland Act (Anti-Kickback Act)

The Copeland Act makes it a crime for anyone to require any laborer or mechanic (employed on a Federal or Federally-assisted project) to *kickback* any part of their wages. The Copeland Act also requires every employer (contractors and subcontractors) to submit weekly certified payroll reports (CPRs).

The Fair Labor Standards Act (FLSA)

The FLSA contains Federal minimum wage rates and overtime (O/T) requirements. These requirements generally apply to any labor performed and may be *pre-empted* by other Federal standards such as the Davis-Bacon Act prevailing wage requirements and CWHSSA O/T provisions. Only the Department of Labor has the authority to administer and enforce the FLSA. The Office of Contract Compliance (OCC) will refer any possible FLSA violations that are found on projects to the DOL.

II. CONSTRUCTION CONTRACT PROVISIONS

Each contract subject to Federal (Davis-Bacon) labor standards requirements must contain contract provisions containing labor standards clauses and a Davis-Bacon Wage Decision. These documents are bound into the contract specifications.

The Labor Standards Clauses

The labor standards clauses describe the responsibilities of the contractor concerning Davis-Bacon wages and obligate the contractor to comply with the labor requirements. The labor standards clauses also provide for remedies in the event of violations, including withholding from payments due to the contractor to ensure the payment of wages or liquidated damages which may be found due. These contract clauses enable the contract administrator to enforce the Federal labor standards applicable to the project.

Davis-Bacon Wage Decisions

The Davis-Bacon Wage Decision is a listing of various construction work classifications such as Carpenter, Plumber, and Electrician, and the minimum wage rates (and fringe benefits, where prevailing) that employees performing work in those classifications must be paid.

Contract Administration form BCA-167

The Bureau of Contract Administration form BCA-167 "Contractor Daily Field Report" must be utilized on all projects receiving federal-aid.

The BCA-167 is to be completed by the Prime Contractor on a daily basis and forwarded to the Bureau of Contract Administration Project Inspector no later than noon of the work day following the work date.

III. INQUIRIES

All questions regarding this section and all matters concerning the payment of prevailing wages should be referred to:

The Office of Contract Compliance
Labor Compliance Section
1149 South Broadway, Suite 300
Los Angeles, CA 90015
(213) 847-2662

For more information, log on to:

<http://bca.lacity.org>

<http://www.dir.ca.gov>

<http://www.dol.gov>

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TRANSMITTAL NO. 2



BUREAU OF ENGINEERING
EMD OCEAN MONITORING VESSELS

CIP #2550
W.O. NO. SZW00111

VOLUME II OF II VOLUMES

**SUPPLEMENTAL AGREEMENT,
VESSEL BUILDING AGREEMENT,
GENERAL CONDITIONS,
& GENERAL REQUIREMENTS**

Department of Public Works
Bureau of Engineering



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SUPPLEMENTAL AGREEMENT

This Agreement is made and entered into, by and between the City of Los Angeles, a municipal corporation ("City"), and All American Marine, Inc., a Washington corporation ("AAM").

RECITALS

- A. The City and AAM intend to enter into a contract for the purchase by the City from AAM of two (2) water sampling research vessels.
- B. The City has indicated its desire to use, as a part of the Contract Documents, those General Conditions, entitled "MASTER SPECIFICATION – 10/28/14 (GCv27)".
- C. AAM's scope is not in the general construction contracting business but, rather, is in the business of manufacturing and selling aluminum vessels built in Washington State and accordingly those provisions shall be inapplicable and only those provisions pertaining to the sale of equipment and goods by AAM to City shall apply.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, the parties agree as follows:


- 1. The foregoing Recitals hereby are incorporated in and made a part of this Agreement.
- 2. The General Conditions, as herein modified, are made a part of the Contract Documents of the Contract being entered into between the City and AAM for the purchase by the City of two (2) water sampling research vessels. This Supplemental Agreement shall supersede, by Order of Precedence, the General Conditions as noted in 00205.
- 3. General Conditions Sections 00205, 00211, 00215, 00219, 00300, 00311, 00316, 00317, 00408, 00607 that appear in Volume II of the Contract Documents are superseded by the enumerated terms below:
 - a. Section 00205, Precedence of Contract Documents, of the General Conditions hereby is amended to read as follows: "In resolving inconsistencies or ambiguities among two (2) or more components of the Contract Documents, the higher precedent document shall prevail. The precedence shall be:
 - 1. Supplemental Agreement
 - 2. Vessel Building Agreement
 - 3. Bid Proposal
 - 4. General Conditions
 - 5. General Requirements
 - 6. Technical Specifications
 - 7. General Arrangement Drawings
 - 8. Materials List
 - b. Section 00211, Payment of Employees, of the General Conditions hereby is amended in the following respects: delete the section in its entirety.

- c. Section 00215, Apprentice Utilization, of the General Conditions hereby is amended in the following respects: delete the section in its entirety.
- d. Section 00219, Business Tax Registration Certificate, of the General Conditions hereby is amended to note that Contractor shall maintain the BTRC for the sole purpose of collecting and remitting sales and use tax on behalf of the City of Los Angeles. AAM, Inc. is a Washington State Corporation, performing all work in WA state and shall not be subject to City of Los Angeles business taxes unless and until it does business in the City of Los Angeles or as otherwise provided in Los Angeles Municipal Code section 21.00 *et seq.*
- e. Section 00300, Financial Liability, of the General Conditions hereby is amended in the following respects: The first paragraph 1 thereof hereby is amended to read as follows: “EXCEPT AS REQUIRED UNDER SECTION 00316, NEITHER CONTRACTOR, NOR THE CITY, SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND CONTRACTOR’S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE EQUIPMENT SHALL NOT EXCEED THE CONTRACT AMOUNT. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY”.
- f. Section 00311, Subcontractors and Sub-Subcontractors of the General Conditions hereby is amended to note that there are no Mandatory Subcontracting Minimum (MSM) Requirements, nor are there any Business Inclusion Program requirements applicable to this contract.
- g. Section 00316, Indemnification, of the General Conditions hereby is amended in the following respects: The first paragraph 1 thereof hereby is amended to read as follows: “Except for the active negligence or willful misconduct of the City, the Contractor undertakes and agrees to defend, indemnify, and hold harmless, the City, and any all of the City’s Boards, Officers, Agents, Employees, Assigns, and Successors in interest from and against all suits and causes of action, losses, demands and expenses, arising from third party claims for personal injury, death, damage to tangible third party property, or related to the performance or non-performance by Contractor or its Subcontractors, Sub-subcontractors, or Suppliers, of any tier, of any portion of the installation of the Project, and as a result of Contractor’s, its Subcontractors, Sub-subcontractors, or suppliers active negligence or willful misconduct, including but not limited to, attorney fees and costs of litigation, damage or liability. The Contractor shall have the sole authority to direct the defense of, and settle, any indemnified claim. Contractors' indemnification is conditioned on City (a) promptly, within the Warranty Period, notifying Contractor of any claim for any claim that arises during the Warranty Period, and (b) providing reasonable cooperation in the defense of any claim. Contractor shall not be required to indemnify City beyond the expiration of the longest applicable statute of limitations under law”.
- h. Section 00317, Insurance, of the General Conditions hereby is amended in the following respects: delete Part K, titled Contract Bonds, in its entirety.

- i. Section 00408, Liquidated Damages, of the General Conditions hereby is amended in the following respects: delete the section in its entirety.
 - j. Section 00607 of the General Conditions add to the first paragraph to read, "Said information shall be subject to the provisions of the California Public Records Act (Government Code Sections 6250 et seq.) however, as far as possible under this Act, the Parties hereby agree that any confidential information provided will be expressly protected at all times. The City's rights to this information shall be limited solely to the use in operation, repair and/or maintenance of the designated project. At no time will any permanent transfer of title be created for any technical drawings or intellectual property, nor shall any of this specifically designated information be disclosed other than for the above stated purposes or as required by law." Also delete the second paragraph in its entirety.
4. Consistent with applicable law, it is agreed that the following paragraphs or sections of the General Conditions that appear in Volume II of the Contract Documents are of no force and effect in this Supplemental Agreement, to-wit: Section 00211, Section 00215, Section 00221, Section 00317(K), and Section 00408.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the day and year first above written.

ALL AMERICAN MARINE, INC., a
Washington Corporation,

By: Ronald Wille 

Its President & COO

On Oct 22, 2024

THE CITY OF LOS ANGELES:

By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this contract.

By: _____

Title: President/Commissioner,

Board of Public Works

Date: _____

By: _____

Title: Commissioner, Board of Public Works

Date: _____

APPROVED AS TO FORM:

HYDEE FELDSTEIN SOTO, City Attorney

By: _____
Virginia Choi

Title: Deputy City Attorney

Date: _____

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: _____

Title: Deputy City Clerk

Date: _____

VESSEL BUILDING AGREEMENT

THIS VESSEL BUILDING AGREEMENT ("Agreement"), is made this 18 day of October, 2024, by and between **ALL AMERICAN MARINE, INC.**, a Washington Corporation ("Builder"), and **THE CITY OF LOS ANGELES**, a municipal corporation acting by and through the Los Angeles Bureau of Sanitation, also known as Los Angeles Sanitation and Environment ("Purchaser").

For good and valuable consideration, the parties agree as follows:

BACKGROUND

The Builder has agreed to build, launch and outfit for the Purchaser two (2) Aluminum 73' Teknicraft Catamaran ("Vessels") in accordance with the plans and with the specifications attached hereto as Exhibit "B" of this Agreement, for a purchase price of Seventeen Million, Two Hundred Seventy Two Thousand, Eight Hundred Fourteen and 70/100 U.S. Dollars (\$17,272,814.70) ("the Purchase Price") inclusive of the combined California State and local sales tax rate of 9.5% for the City of Los Angeles, CA.

1. **Purchase of the Vessel.** The Builder will build for the Purchaser, and the Purchaser will purchase from the Builder, the Vessels for the Purchase Price on the terms and conditions appearing in this Agreement.

2. **Standard.** The Vessels will be built in accordance with the plans and specifications attached to this Agreement in a reasonable, professional, and workmanlike manner.

A. Builder shall provide or cause to be provided and shall pay for design services, construction services, installation, labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for the proper construction and completion of the Vessels, whether temporary or permanent and whether or not incorporated or to be incorporated into the Vessels.

B. Builder shall comply with laws and ordinances in effect at the date of signing of the Agreement that govern the proper performance of Builder's obligations under the Agreement.

C. Builder shall pay all royalties and license fees for patented designs, processes or products in connection with construction of the Vessels and shall arrange for any such licenses to be assigned or transferred to the Purchaser as may be necessary for the Purchaser to operate the Vessel.

D. Builder shall be responsible for all construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the construction of the Vessels.

E. Builder retains the right to affix to the Vessel moderate insignia indicating the Vessels were constructed by the Builder and designed by the Builder's named naval architect.

Vessel Building Agreement (Continued)

3. Payments.

A. The Purchaser shall pay to the Builder the Purchase Price, plus any applicable sales tax, in United States Dollars, which shall be payable to the Builder via check, bank wire, or other form acceptable to the Builder, in the following manner:

- (i) 20% of the Total Contract Price for both Vessels. Non-refundable payment due upon the execution of this Vessel Building Agreement for initial design, commitment to purchase long lead propulsion and scientific equipment, materials, and mobilization costs;
- (ii) 7.5% of the Total Contract Price for both Vessels. Due upon engagement of Teknikraft Design to begin final engineering services and for the issuance of P.O.s for the scientific winches and cranes;
- (iii) 5% of the Total Contract Price for both Vessels. Due upon commencement of the erection of the first hull frame of Vessel #1;
- (iv) 5% of the Total Contract Price. Due upon commencement of the erection of the first hull frame of Vessel #2;
- (v) 5% of the Total Contract Price for both Vessels. Due when weldout of the hull for Vessel #1 is completed – evidenced by rollover of the welded hull into an upright position;
- (vi) 5% of the Total Contract Price for both Vessels. Due when weldout of the hull for Vessel #2 is completed – evidenced by rollover of the welded hull into an upright position;
- (vii) 5% of the Total Contract Price for both Vessels. Due upon completion of Vessel #1's deck and upon attachment of the cabin to the hull;
- (viii) 5% of the Total Contract Price for both Vessels. Due upon completion of Vessel #2's deck and upon attachment of the cabins to the hull;
- (ix) 5% of the Total Contract Price. Due upon commencement of outfitting and interior finishes for Vessel #1;
- (x) 5% of the Total Contract Price. Due upon commencement of outfitting and interior finishes of Vessel #2;
- (xi) 7.5% of the Total Contract Price. Due upon launch of Vessel #1;
- (xii) 7.5% of the Total Contract Price. Due upon launch of Vessel #2;
- (xiii) 5% of the Total Contract Price plus the value of any change orders prior approved by Purchaser's authorized representative in writing, but not yet invoiced by Builder, due upon the Purchaser's Operational Acceptance (as defined in section 6A) of Vessel #1, a satisfactory sea trial, and initial inspection by the Purchaser at the Builder's Docks in Bellingham, WA;
- (xiv) 5% of the Total Contract Price plus the value of any change orders prior approved by Purchaser's authorized representative in writing, but not yet invoiced by Builder, due upon the Purchaser's Operational Acceptance (as defined in section 6A) of Vessel #2, a satisfactory sea trial, and initial inspection by the Purchaser at the Builder's Docks in Bellingham, WA;
- (xv) 3.75% of the Total Contract Price due upon Purchaser's confirmation of the completion of delivery of Vessel #1 to the Port of Los Angeles or Marina Del Rey and the Purchaser's Final Acceptance inspection plus the cost of any fuel remaining in the Vessel;

Vessel Building Agreement (Continued)

- (xvi) 3.75% of the Total Contract Price due upon Purchaser's confirmation of the completion of delivery of Vessel #2 to the Port of Los Angeles or Marina Del Rey and a Purchaser's Final Acceptance inspection plus the cost of any fuel remaining in the Vessel.

Purchaser understands and acknowledges that the foregoing progress payments are not equal progress payments but, rather, are designed to correspond to the Builder's segmented costs for constructing the Vessels.

To the extent Purchaser is financing the amounts due to the Builder under this Agreement, Purchaser shall provide Builder a commitment letter, within two (2) weeks of Agreement execution, from its lending institution indicating funds are available from the lending institution to the Purchaser to ensure timely payment of amounts due to the Builder under this Agreement.

B. In the event that the Purchaser has reasonable cause to doubt that the Builder has made satisfactory progress in relation to the construction of the Vessels, Purchaser shall advise the Builder in writing not less than thirty (30) days before the due date of the payment, and provide the Builder an opportunity to demonstrate to the Purchaser that satisfactory progress to date has been accomplished, or provide the Builder a reasonable opportunity to cure the alleged problem.

D. The Purchaser shall be entitled to withhold payment of the progress payments until the Purchaser, in good faith, is reasonably satisfied that satisfactory progress has been made by the Builder.

4. **Fixed Price and Plans Modification.**

A. The Purchase Price is a fixed price based on the attached plans and specifications. The Purchase Price shall only vary in the event (1) the Purchaser and the Builder agree in a writing signed by authorized representatives of both parties, hereto, to upgrade to a higher quality or newer model of equipment, or to such other variations made by the Purchaser in accordance with this Section; (2) if an increase in the cost of materials occurs after the execution of this Agreement, the actual increase cost of the materials shall be borne by the Purchaser and added to the Purchase Price, subject to Builder providing written notice and verification of the cost increase by means of supplying the Purchaser with copies of pertinent invoices as comparative to the cost of item included at the time of entering this Agreement; or (3) if materials have been identified, either as selected by the Purchaser or the Builder, as coming from a source outside of the U.S.A., whereby the landed cost of the items to the Builder may vary from the cost initially set in the Builder's Material List by reason of currency exchange fluctuation, then such exchange differential shall be borne by the Purchaser and adjusted to the Purchase Price. The Builder will make a reasonable effort to avoid increases in the cost of materials by attempting to obtain materials at such times and locations, and from such suppliers to avoid increases.

B. If the Vessels are designed by an individual or entity other than the Builder or Purchaser, the parties must secure the written consent and authorization of the designer to the modified plans and specifications, before Builder will make the modifications. The Builder and the Purchaser shall cooperate to investigate whether modifications to the plans and specifications can be made which produce material cost savings, but which will not adversely affect the structural integrity or safety of the Vessels, nor violate any applicable rules or regulations of the United States Coast Guard or standard naval engineering and architectural practices. The Builder, upon the written direction of the Purchaser, shall implement such modifications only after Purchaser executes a defense, hold harmless and indemnification agreement in Builder's favor, if requested by Builder. Any cost savings achieved in making such modifications shall be deducted from the Purchase Price. Builder is under no obligation to construct the modifications hereunder, unless, and until, the requirements of this Section and Section 18 have been fulfilled.

Vessel Building Agreement (Continued)

C. Purchaser understands and acknowledges that Builder has allocated 250 hours for Builder and Purchaser (or Builder's representative) to discuss design and construction issues as part of the Purchase Price. Excluding discussions on design or construction issues initiated by the Builder, and also excluding discussions which result from delays, defaults, or deviations from the Agreement by the Builder, Purchaser agrees to pay Builder \$125.00 per hour for each additional hour that exceeds the time allocated herein, subject to pre-notification to Purchaser by Builder. Such time will be tracked and billed in increments of quarter hours.

D. Purchaser may require Builder to make any reasonable alterations or additions within the Builder's capability to be made to the Vessels during the course of construction of the Vessels. There may also be additional equipment and/or installation(s), change(s) and/or upgrade(s) to the Vessel requested by Purchaser after execution hereof or thereafter required by change in regulation, change in regulatory interpretation, clarification or supplementation. Any such alterations or additions shall be made only upon a document signed by both Purchaser and Builder which shall specify at least the work to be done. The rates for any such alterations will be determined by using a labor rate of \$125.00 per man-hour and a 20% mark-up on material/production costs. If Purchaser and Builder do not agree on the price for such alterations or additions, then such alterations shall be done on a time and materials, including variable production costs, basis using accurately kept records of the work and the labor and/or materials/variable production costs incorporated into or accessory to the work. The rates will be determined by using a labor rate of \$125.00 per man-hour and a 20% mark-up on material/production costs. However, Builder will not be responsible for any changes that affect the design, if Purchaser chooses to proceed with changes after being appropriately warned by Builder. Any change order shall give Builder a right to require extensions for completion and delivery of the Vessel to such other date as may be fixed by agreement of Purchaser and Builder. Any such extensions shall be stated in the change order signed by both Purchaser and Builder.

E. Payments for any such alterations or additions shall be made by Purchaser at completion of the vessel per Section 6 unless the amount owing exceeds \$50,000.00 in which case payment will be made within thirty (30) business days of the date of any billing or progress billing for such alteration or addition, which billing shall only be issued after completion of the alteration or addition.

5. Insurance.

Builder shall maintain the following insurance during the period of construction at Builder's sole cost and expense:

- A. Workers Compensation and Employers' Liability
 - i. In accordance with the laws of the State(s) of operation;
 - ii. Coverage B-Employers' Liability Limit \$1,000,000 each accident;
 - iii. U. S. Longshore and Harbor Workers (USL&H) Compensation Act coverage with Maritime Employer's Liability (MEL) endorsement.
- B. General Liability
 - i. Comprehensive General Liability or Commercial General Liability coverage, including coverage for Premises and Operations, Products and Completed Operations and Contractual Liability (Claims-Made Forms not acceptable);
 - ii. Limits \$ 1,000,000 each occurrence, \$ 2,000,000 aggregate;
 - iii. "In Rem" endorsement providing that a claim against the vessel shall be treated as a claim against the Insured;
 - iv. Including Pollution Liability coverage for Sudden & Accidental Pollution.
- C. Auto Liability: Covering Bodily Injury and Property damage arising out of the ownership or use of all owned, non-owned and hired motor vehicles with not less than \$1,000,000 liability limit.

Vessel Building Agreement (Continued)

- D. Ship Repairer's Liability
 - i. Coverage usual to American Institute Ship Repairer's Liability Clauses
 - ii. Limit \$ 1,000,000;
 - iii. Demurrage/ Detention coverage added;
 - iv. This coverage may be added to General Liability Policy.
- E. Builder's Risk Policy
 - i. Coverage usual to American Institute Builder's Risk Clauses (2-8-79) including American Hull Insurance Syndicate Addendum 1. American Hull Insurance Syndicate Addendum 2 is specifically deleted from the policy coverage for this Agreement;
 - ii. Including coverage for Strikes, Riots and Civil Commotion and vandalism;
 - iii. Including coverage for Owner Furnished Equipment, if any, while in transit and in storage awaiting installation;
 - iv. Including coverage for Protection & Indemnity and pollution liability;
 - v. The Protection & Indemnity section of the Builder's Risk Insurance policy for the Builder shall be amended to provide Jones Act Crew Coverage for employees of the Purchaser;
 - vi. Limit for Hull & Machinery to be the completed value of the vessel including Owner Furnished Equipment or the cost to rebuild the vessel following a total loss, whichever is greater;
 - vii. Limit for Protection & Indemnity to be not less than \$1,000,000 or the completed value of the vessel, whichever is greater (unless excess limit is included in a Bumbershoot Policy).
- F. General
 - i. All policies to contain a waiver of subrogation in favor of Purchaser;
 - ii. All policies (except Workers Compensation/ USL&H, Ship Repairer's Liability, and Auto Liability) shall name Purchaser as Additional Insured;
 - iii. All policies (except Workers Compensation/ USL&H, Ship Repairer's Liability, and Auto Liability) shall be endorsed to be primary to any similar coverage available to Purchaser;
 - iv. Certificates of insurance shall be provided to Purchaser evidencing the above insurance and guaranteeing Purchaser not less than 30 days advance notice of cancellation (except 10 days notice for non-payment of premium);
 - v. The Purchaser must be included as an Additional Insured in applicable liability policies to cover the Purchaser's liability arising out of the acts or omissions of the named insured (Builder).

6. Acceptance and Risk.

A. On completion of the Vessels, the Builder will notify the Purchaser and arrange for the Purchaser, or the Purchaser's nominated representative, to inspect the Vessels and observe a sea trial of the Vessels with the Builder. The sea trial shall be conducted at a reasonable time, upon reasonable notice on local waters with a Builder supplied operational crew, and at Builder's sole expense. Builder expressly assumes any and all risk of damage or loss of any kind caused in any manner while operating the Vessels during this sea trial. The Purchaser will provide a representative to ride the Vessels during the sea trial. Prior to conducting the sea trials, Builder shall develop, with Purchaser's agreement as to content, and provide Purchaser with a customized sea trial acceptance checklist. This Builder-supplied sea trial is not inclusive of operational or training exercises requested by Purchaser – such exercises may be conducted at Purchaser's expense subsequent to delivery. On completion of a satisfactory inspection and sea trial and payment of the balance of the Purchase Price, the Builder shall deliver the Vessels to the Purchaser.

Vessel Building Agreement (Continued)

B. Risk of any loss or damage shall pass upon delivery of the Vessels to the Purchaser in Los Angeles Harbor, CA or Marina Del Rey, CA.

C. Common with industry practice, the sea trial acceptance checklist referred to in Section 6.A. may have noted on it certain minor items, as agreed between the Builder and the Purchaser, needing completion subsequent to delivery. These "punch list" items will not prevent the Vessels from being delivered from the Builder to the Purchaser as they will be treated as warranty items, per Section 13, by the Builder. By signing off the sea trial acceptance checklist, the Purchaser is deemed to have accepted the Vessels. Notwithstanding Section 6.D., if the Purchaser refuses, without proper cause, to accept the Vessels upon delivery, then the last payment shall be due and owing, and shall be paid immediately by the Purchaser. The Builder may, in addition to any rights which the Builder may have under Section 10 of this Agreement, recover from the Purchaser a reasonable storage, wharfage or other similar fee, which shall include, but not be limited to, all labor and services costs, for the Vessels for each day (or part thereof) following the Purchaser's refused delivery during which the Builder must care for the Vessels. The manner in which the Builder cares for the Vessels shall be reasonable and shall be in the Builder's sole discretion.

7. Title and Property.

A. Title to the Vessels shall not transfer in the Purchaser until the Purchaser has unconditionally accepted delivery and paid the Builder's final invoice in full and without any reservation. While the Vessels are under construction, any and all materials intended for the Vessels' construction, regardless of location, shall become the Purchaser's property, subject to all lien rights and liens of the Builder, only after full payment for those materials has been made by the Purchaser. The Builder shall ensure that all materials intended for use in the construction of the Vessels and the Purchaser supplied equipment are stored separately and the Purchaser supplied and purchased property is identified as being the property of the Purchase.

B. The parties acknowledge that the Purchaser and its lender(s), if any, has or have a substantial economic interest in the safety and preservation of the Vessels while under construction to ensure it is free from loss or destruction. Therefore, the Purchaser and its lender has or have an insurable interest in the Vessels and the Purchaser may secure the insurance designated in Section 5, herein or will be named as an additional insured party to the insurance acquired by the Builder pursuant to Section 5.

C. Purchaser shall have the sole expense and responsibility to register and document the Vessel with any and all applicable regulatory agencies.

8. **Lien.** The Builder shall have at all times any and all liens of any type as provided by law, but shall deliver a completed vessel to Purchaser that is free and clear of all other liens against the vessels including but not limited to any liens of Builder's suppliers or employees.

9. Default by the Builder.

A. If the Builder becomes insolvent, goes into receivership or liquidation, or passes a resolution to liquidate, the Purchaser may, by giving seven (7) days' written notice to the Builder, and without prejudice to any other rights available to the Purchaser in law or in equity, cancel this agreement and the Builder shall return any of the Purchaser's supplied equipment to the Purchaser that is so identified under Section 7, hereinabove.

Vessel Building Agreement (Continued)

B. If the Builder is in default under this section, and the Purchaser provides written notification to the Builder that the Purchaser wants to take possession and title of the Vessels in the condition it is in on the date of said notice, the Purchaser will pay to the Builder the pro rata share of the Purchase Price in relation to the Vessels' construction that has been completed as determined by the Builder's normal accounting practices. In the event that Builder has received more in partial payment of the Purchase Price under Section 3.A in relation to the Vessels' construction than has been completed, as determined by the Builder's normal accounting practices, Purchaser shall have a claim against the Builder for such difference. The Purchaser shall be solely responsible to remove the Vessels from the Builder's place of business, or such other location where the Vessel is being constructed or stored. The Purchaser's removal of the Vessels shall be at the Purchaser's sole expense and risk, and shall be completed during regular business hours, or at such other times as mutually agreed upon in writing between the parties. The Purchaser shall give the Builder reasonable notice of the Purchaser's desire to remove the Vessels. The Purchaser shall pay the Builder for any damage caused to Builder's property during the removal. IF THE PURCHASER REMOVES THE VESSELS UNDER THIS SECTION, ANY AND ALL WARRANTIES PROVIDED IN SECTION 13 OF THIS AGREEMENT ARE VOID AND ARE NOT APPLICABLE. THE PURCHASER ACKNOWLEDGES AND EXPRESSLY AGREES TO TAKE THE VESSELS IN AN "AS IS" CONDITION.

10. **Default by the Purchaser.** Upon three (3) days written notice, if any of the undisputed and properly submitted payment requests due under Section 3 of this Agreement shall remain unpaid for 45 days, other than for reasons of default by the Builder, the Purchaser shall pay interest on such moneys due at the rate of 10% per annum from the due date for monies due thereof until the Builder receives payment in full. For partial payments, the rate of 10% will only be accrued on monies due to AAM. In addition, the Builder may suspend all work on the Vessels if payment has not been made after 120 days from submittal of the undisputed and properly submitted payment request until all such monies are paid. Any expenses involved in suspending the work (including, but not limited to, increased costs of labor and materials), will be negotiated as a separate change order.

11. **Commencement of Work and Delivery.**

A. The Builder shall commence work on the construction of the Vessels as soon as reasonably possible and shall make every reasonable effort to have the Vessels completed and ready for sea at the earliest possible delivery, or not later than **DATE** and as extended or modified per other provisions contained in this Agreement.

B. Insofar as the failure to have the Vessels completed and ready for sea as aforesaid is due to the default of the Purchaser or failure of any suppliers of machinery, fittings, materials or equipment, or fuel, light, power, strikes, lockouts, destruction of work, Acts of God, delays from governmental agency actions, fire, explosion, tempest, weather, earthquake, accident, directly or indirectly affecting the works of the Builder, or other cause beyond the control of the Builder, and arising after the date of this Agreement, then such failure shall not constitute default or breach of contract on the part of the Builder, and no penalties or damage shall be payable to the Purchaser by the Builder in respect thereof, and the time for completing the Vessels and making it ready for sea shall be extended from time-to-time, and as often as such events occur by a period of time equal to the time lost.

C. It is understood and agreed that the delivery date of the Vessels is predicated upon prompt delivery of all component parts, and with respect to the engine, gear, propeller, and equipment that have been specified by the Purchaser, and it is understood and agreed that if delivery of the component parts causes delay beyond the Builder's control and the Builder's schedule of construction is consequently upset or delayed, thereby, then the time for completion and delivery of the Vessels shall be reasonably extended and no penalty will be incurred by the Builder.

Vessel Building Agreement (Continued)

D. In order to assure timely delivery of the Vessels by the Builder under this Agreement, it is imperative for Purchaser decision-making, where required, regarding certain elements of design, construction, and/or material selection also be made in a timely manner. Likewise, any materials or property designated in the plans and specifications, ("Specification Book"), contained in Exhibit A as being supplied by the Purchaser must be provided to the Builder in a timely manner and in suitable condition.

Within thirty (30) days of the start of vessel final design and completion of the Specification Book, Builder shall supply Purchaser a schedule ("Decision/Supply Schedule") delineating deadline dates for providing to the Builder any specified, Purchaser-supplied materials and property to be included in or on the Vessels. The Decision/Supply Schedule shall also include deadline dates for written conveyance to the Builder by the Purchaser of decisions required of Purchaser for designated elements of design, construction, or material selection. If the latest possible delivery date, (prior to assessment of any potential late delivery damages or penalties), of the Vessels has been extended by reason of activation of any other section of this Agreement, then such dates included in the Decision/Supply Schedule for the Purchaser shall also be extended by an equal number of days unless the Builder and Purchaser mutually agree otherwise.

If the Purchaser fails to supply designated items, materials, or decisions by the scheduled deadline dates enumerated in the Decision/Supply Schedule, the contractually-specified delivery date of the Vessels shall automatically be extended by the lesser of fifteen (15) days or the number of days elapsed from the deadline date for each deadline failure. If, for the same failure, the Purchaser has not provided the required items, materials, or written decisions within fifteen (15) days of the deadline date, then the Builder reserves the right to supply the designated item or material, with charge to the Purchaser in a similar manner as provided in Section 4.D. and Section 4.E., or to make the required decision on the Purchaser's behalf without further recourse by the Purchaser. If this provision is enacted, Builder shall supply Purchaser with written notice of any action.

E. Upon completion of the Vessels, and provided that the payments on account of the Purchase Price of the Vessels have been duly made in accordance with the Schedule of Payments as set out in Section 3, the Builder shall tender the Vessels to the Purchaser, and the Purchaser shall accept delivery of the Vessels. Unless the parties hereto otherwise agree in writing, delivery and Final Acceptance shall be made at the Purchaser's dock at Marina del Rey, Los Angeles, California. Costs associated with transporting the Vessels beyond the Purchaser's dock in Marina del Rey, California after delivery and acceptance, shall be borne by the Purchaser.

12. **Access.** The Purchaser (or its nominated agent) shall have access to the Vessels at all reasonable times for the purposes of inspection, and investigation only, but only after a prior appointment has been made with the Builder, except that no appointment shall be required for the Purchaser to exercise its rights under Section 9. Any work carried out on the Vessels by the Purchaser, subject to the USL&H requirement contained in Section 5, must have prior approval from the Builder after the Purchaser has agreed to fully comply with the Builder's policies. Neither the Purchaser nor its nominated Agent shall take possession of the Vessels during any such inspection except where Purchaser is exercising its rights under Section 9.

13. **Warranty.**

A. Subject to the limitation found in Section 9 of this Agreement, the Builder warrants that for twelve (12) months from the date of delivery of the Vessels, the Builder will repair in a professional, workmanlike manner and with reasonable speed, any defects to the Vessels arising from faulty workmanship carried out by the Builder.

Vessel Building Agreement (Continued)

B. The Builder shall pass along, for the benefit of the Purchaser, all published, written manufacturer's warranty information provided directly to the Builder for materials, engines, fixtures and fittings incorporated into the Vessels. Where manufacturers or suppliers for materials, engines, fixtures, and fittings incorporated into the Vessels make provision in their published warranty terms for direct assignment, and upon Purchaser's request, Builder shall effect assignment of such warranties from the Builder to the Purchaser.

C. The Purchaser will notify the Builder of all defects in a prompt and timely manner, as soon as any defect is noticed, within the twelve (12) month warranty period.

D. Builder's warranty does not extend to engines, materials, appliances, and such other fixtures and fittings that are not manufactured or materially adapted by the Builder, and other items which are not sold by the Builder to the Purchaser. The Builder will, however, negotiate any warranty issues with these suppliers at the request of the Purchaser.

E. The Purchaser agrees to provide satisfactory evidence to the Builder that the items or work covered by this warranty and regarding which a warranty claim is made have been properly maintained, correctly lubricated, and prudently operated within normal conditions, and under competent supervision and within load, stress, or other capacity limits.

F. The Builder and the Purchaser agree that the Purchaser's sole and exclusive remedy against the Builder with respect to the liability for any alleged negligent or defective work shall be strictly limited to, at the Builder's sole election, repair, replacement or adjustment of the alleged negligent or defective work. All warranty repairs not completed prior to delivery of the Vessel, shall be completed at a location agreeable to both the Builder and the Purchaser. Builder reserves the right to perform such warranty work by its own crew, if it can be accomplished in a timely manner. Cost of the delivery of the item, work, or the Vessels to the agreed upon location shall be borne by the Builder.

G. In connection with the terms of Builder's warranty, it is further agreed that the Builder will not be liable for any of the following:

- (i) Any incidental, special or consequential damages of any nature whatsoever, and/or
- (ii) Any delay or loss of use of the Vessels, facility, or item, including without limitation, lost revenues, crew wages, salvage or towing expenses, delay or loss of use.

14. **Taxes.** Washington State law requires the imposition of Washington State sales tax on any charges made in Washington State to the Purchaser by the Builder, inclusive of the Purchase Price, listed in this Agreement except where the Purchaser provides proof or documentation as to exemption from Washington State sales tax. If exempt, Purchaser agrees to provide the Builder with proof or documentation as to exemption along with a valid Washington State tax exemption certificate, if applicable, prior to delivery of the Vessel. If said proof, documentation, exemption certificate, or other claim as to exemption by the Purchaser is later found to be invalid by Washington State, then Purchaser expressly agrees and covenants to indemnify and hold the Builder harmless from any and all tax liability, including penalties and interest, which may arise from the Purchaser's failed exempt status in regards to said taxes.

The charges listed in this Agreement, inclusive of the Purchase Price, do not include any applicable sales and/or use taxes that may be imposed by jurisdictions outside of Washington State. Any assessment for such taxes is the sole obligation of the Purchaser and shall be paid directly by the Purchaser. Purchaser shall provide the Builder with evidence that all applicable taxes have been paid. Purchaser expressly agrees and covenants to indemnify and hold the Builder harmless from any and all tax liability, including penalties and interest, which may arise from the Purchaser's failure to pay said taxes.

Vessel Building Agreement (Continued)

Indemnification. Except for the active negligence or willful misconduct of Purchaser, or any of its boards, officers, agents, employees, assigns and successors in interest, Builder shall defend, indemnify and hold harmless Purchaser and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits 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 Purchaser, 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 Builder'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 an act, error, or omission by Builder, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of Purchaser provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement. This provision will survive expiration or termination of this Agreement.

17. **Damages.** Under no circumstances, and notwithstanding any provision of the Agreement to the contrary, shall the Purchaser shall have any claim for damages against the Builder for indirect or consequential losses of any kind in excess of \$5,000.00.

18. **Coastguard and Maritime Safety Requirements.** The Builder shall construct the Vessel as may be required to meet the applicable maritime safety rules, regulations, and requirements of the United States Coast Guard and standard naval engineering and architectural practices.

19. **Assignment.** The Builder and the Purchaser shall not assign, transfer or otherwise dispose of (including by way of sub-contract) any of their rights, obligations or benefits under this Agreement except with the prior written consent of the other, which consent shall not be unreasonably withheld. As an exception, Purchaser may grant a security interest in the Vessel to its lender(s) without Builder's prior written consent.

20. **Notices.** All notices required hereunder shall be deemed given 48 hours after they are deposited into the mail, postage pre-paid, to the following addresses or sent via facsimile, provided the sending party retains the facsimile transmission page showing the transmission was successfully sent to the correct facsimile number:

Builder: All American Marine, Inc.
1010 Hilton Avenue
Bellingham, WA 98225
U.S.A.
360-647-7602

Purchaser: City of Los Angeles
Environmental Monitoring Division
C/O Stacey Karnya
12000 Vista Del Mar
Pregerson Building 4th Floor – MS 535
Playa Del Rey, CA 90293

21. **Waiver.** No provision of this Agreement may be waived except in writing signed by the party to be bound by the waiver. Any waiver of any term or provision of this Agreement shall not be construed as a waiver of any other term or provision.

22. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

Vessel Building Agreement (Continued)

23. **Governing Law.** The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of California without reference to conflict of laws.

24. **Amendment.** No modification, termination or amendment of this Agreement may be made except by written agreement signed by authorized representatives all parties, except as provided herein.

25. **Captions.** The captions of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Agreement.

26. **Additional Acts.** Except as otherwise provided herein, in addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by any party hereto, the parties hereto agree to perform, execute and/or deliver, or cause to be performed, executed and/or delivered, any and all such further acts, deeds and assurances, which may reasonably be required to effect the Agreement contemplated herein. Inclusive of such additional act, the Purchaser will provide Builder a letter, or other documentary evidence, of its ability to fund the purchase of the Vessel per the terms of this Agreement. If such funding is provided by an outside financial institution, the Purchaser shall have the financial institution provide Builder a letter showing their irrevocable commitment to provide such funding.

27. **Neutral Authorship.** Each of the provisions of this Agreement has been reviewed and negotiated, and represents the combined work product of all parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.

28. **Survivability.** All promises or covenants herein that require performance or observance past the termination shall survive termination.

29. **Severability.** The parties hereto agree that if any part of this agreement is determined to be illegal, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed as if the agreement did not contain the particular illegal part.

30. **No Agency Created.** The Builder is an independent contractor and shall not be deemed an agent for or an employee of the Purchaser.

31. **Confidentiality.** Neither party shall disclose or communicate to any individual, person, corporation, media organization or any other entity, in any manner whatsoever, any confidential or proprietary information of any kind or nature concerning any matters affecting or relating to this contract. The parties acknowledge that the Vessel's design is owned by the designer and shall not be disclosed or communicated in any manner to any individual, person, corporation or other entity of any type for any reason or purpose. Purchaser covenants and agrees that it will not, and is not entitled to, take, have, reproduce or copy the plans or specifications without the express written consent of the Vessel's designer.

Purchaser acknowledges that the construction of the Vessel is pursuant to a single vessel license and that the design of the Vessel is the intellectual property of designer. Purchaser warrants that all specification, schedules, plans and as built drawings provided pursuant to this Agreement shall be used solely for (1) the maintenance and repair of the Vessel; and (2) information purposes with respect to compliance with regulations and requirements of the U.S. Coast Guard and other applicable agencies.

Vessel Building Agreement (Continued)

Notwithstanding the foregoing confidentiality provisions of this section, Builder reserves the right, as part of its portfolio of products advertised in its promotional materials and/or on its website, to display and link to Vessel details, information, and images contained within promotional materials provided on Purchaser's website. Additionally, Builder reserves the right to publish information about the Vessel, and the underlying activities in designing and constructing the Vessel, on websites, social media, in magazine articles, and in other forms of printed materials associated with the maritime industry. Builder will not represent in such materials or information that the Purchaser endorses the Builder or the Builder's services.

32. **Equal Employment Opportunity and Affirmative Action Program.** Builder is an Equal Opportunity Employer and subject to affirmative action programs required by the United States Office of Federal Contract Compliance. As such, the Builder, and related direct subcontractors of the Builder, shall comply with United States Equal Employment Opportunity laws and regulations, and shall:

- Abide by the requirements of *41 CFR 60-1.4(a)*. This regulation prohibits discrimination against qualified employees or applicants for employment because of race, color, religion, sex, or national origin, and requires affirmative action by covered prime contractors and subcontractors to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin;
- Abide by the requirements of *41 CFR 60-741.5(a)*. This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities;
- Abide by the requirements of *41 CFR 60-300.5(a)*. This regulation prohibits discrimination against any employee or applicant for employment because he or she is a disabled veteran, recently separated veteran, other protected veteran, or Armed Forces service medal veteran in regard to any position for which the employee or applicant for employment is qualified, and requires affirmative action by covered prime contractors and subcontractors to employ, advance in employment and otherwise treat qualified individuals without discrimination based on their status as a disabled veteran, recently separated veteran, other protected veteran, or Armed Forces service medal veteran in all employment practices.

33. **Entire Agreement.** This Agreement, the bid proposal, the General Requirements, the General Conditions, and the Supplemental Agreement between Purchaser and Builder, contain the entire agreement between the Builder and the Purchaser with respect to the matters addressed herein. Any prior or contemporaneous oral or written agreement between the parties or suppliers with respect to such matters shall be of no force and effect. In the event of any inconsistency between any of the provisions of this Agreement and the Supplemental Agreement, the inconsistency shall be resolved by giving precedence in the following order:

- a) This Agreement.
- b) The Bid Proposal.
- e) The Supplemental Agreement.
- d) The General Conditions.
- c) The General Requirements.

Vessel Building Agreement (Continued)

34. **Construction of Conflict between Agreement, Builder's Material List, Specification's Book, and General Arrangement Drawings.** In the event of any inconsistency or conflict between the terms or provisions of the Agreement and any of the terms or provisions of the Builder's Material List, Specification's Book, or General Arrangement Drawings contained in Exhibit A of the Agreement, the terms or provisions of the document shall prevail in the following hierarchal order:

- a) Builder's Material List
- b) Teknicraft Specification Book
- c) General Arrangement Drawings
- d) Agreement

The undersigned have signed this Agreement as of the day and year first written above.

BUILDER:

By: 
Ronald Wille

Its: President and COO

FOR THE CITY OF LOS ANGELES:

By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this contract.

By: _____

Title: President/Commissioner,

Board of Public Works

Date: _____

By: _____

Title: Commissioner, Board of Public Works

Date: _____

APPROVED AS TO FORM:

HYDEE FELDSTEIN SOTO, City Attorney

By: _____
Virginia Choi

Title: Deputy City Attorney

Date: _____

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: _____

Title: Deputy City Clerk

Date: _____

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00100 DEFINITIONS (9/18/07)

Unless otherwise stated, the words "directed, required, permitted, ordered, instructed, designated, considered necessary, prescribed, approved, acceptable, satisfactory," or words of like meaning, refer to actions, statements, judgments, conclusions, and decisions within the responsibility of the Engineer or the Inspector.

Addenda: Written documents issued during the Bidding Period which modify, supersede, or supplement the original Contract Documents.

Additions and Amendments to the Standard Specifications for Public Works Construction (SSPWC): Also known as the "Brownbook". Previous editions of the document were titled Standard Plan S-610.

"as shown", "as indicated", or "as specified": These words are understood to be followed by the phrase "in the Contract Documents."

Bid: The offer of the Bidder submitted on the prescribed forms setting forth the price(s) for the Work.

Bid Proposal: The notice that informs prospective Bidders of the opportunity to submit a Bid, bidding procedures and other requirements.

Bid Guaranty: The certified check or Bidder's Surety Bond accompanying the Bid as a guaranty that the Bidder will enter into a contract with the Board for the performance of the Work.

Bidder: The person or persons, partnership, firm or corporation submitting a Bid or proposal for the Work defined in the Contract Documents.

Bidding Period: The time period allocated to the Bidder to enable preparation of a Bid.

Board: The Board of Public Works, of the City of Los Angeles.

Bond: Bid bond, performance and payment bond or other instrument of security.

"Brownbook": City of Los Angeles, Department of Public Works, Additions and Amendments to the SSPWC.

Calendar day: All days beginning with the date specified in the Notice to Proceed, and ending with the date the City issues the Statement of Completion.

Change Order: A written order to the Contractor signed by the Engineer directing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or time which is issued after the effective date of the Contract and effects less modification than is effected by a Supplemental Agreement. A Change Order may or may not also be signed by the Contractor.

County Sealer: The Director of Weights & Measures of the County of Los Angeles.

City: The City of Los Angeles, a municipal corporation.

Claim: A written demand or assertion by one of the parties seeking, as a matter of right, an interpretation of the Contract Documents, payment of money, extension of time or other relief. The party asserting the Claim must set forth the facts and circumstances for which the other party is responsible.

Code: Codes of the State of California as well as any other Federal or local law, statute, ordinance, rule or regulation.

Contract: The agreement between the City and the Contractor for the Work described in the Contract Documents.

Contract Documents: Includes, but is not limited to, the Notice Inviting Bids, Bid Proposal, Notice(s) to Bidders, Contractor's Bid, Performance bond, Payment bond, General and Supplementary Conditions, Special Provisions, General Requirements, Federal and State Requirements, Standard and Reference Specifications, Technical and Nontechnical Specifications, Geotechnical Baseline Report, Geotechnical Design Summary Report, Soil Reports and Subsurface Investigation Reports, Standard Plans, Plans, Summary of First Notice Replies, and Addenda, Plan Clarifications, Request for Information, Supplemental Agreements, Change Orders issued after Contract award and other documents designated by the Engineer.

Contract Price: The total amount of money for which the Contract is awarded.

Contract Unit Price: The amount stated in the Bid for a single unit of an item of Work.

Contractor: A person or persons, partnership, firm or corporation licensed by the State of California as a general contractor. The terms "Prime Contractor" and Contractor are synonymous.

Contractor's Representative: A representative of the Contractor present at the site to supervise, organize, coordinate and direct daily construction activities and who is authorized to receive and fulfill instructions from the Engineer or Inspector.

"days": Consecutive calendar days unless otherwise specifically stated.

Drawings: See Plans.

"easement": Permission to access or utilize property not owned by the City.

Engineer: The City Engineer, head of the Bureau of Engineering, or an authorized representative.

Equal: See "or equal".

Final Field Acceptance: Verification by the Final Inspector that all physical corrections required by the Final Inspection Correction List have been completed. This verification will be evidenced by issuance of a Statement of Completion, which will establish the date of the completion of the Work.

GBR: See Geotechnical Baseline Report.

GDR: See Geotechnical Data Report.

General Conditions: Instructions to the Contractor setting forth its responsibilities and the City's responsibilities for proper execution of the Work indicated herein.

General Requirements: Division 1 of the Specifications.

Geotechnical Baseline Report: This report establishing the baselines for geotechnical conditions anticipated to be encountered during underground and subsurface construction. This report establishes the basis for identification of changed site/ground conditions.

Geotechnical Data Report: This report contains factual information gathered during exploration and design. It may include logs of exploratory borings, laboratory test data, and geologic, seismic or environmental data.

"Greenbook": Standard Specifications for Public Works Construction (SSPWC) published by Public Works Standards, Inc, latest edition.

"holiday": In reference to days, the holidays and dates as observed by the City. A list of such holidays is available from the Board office.

Illegal Subcontractor Substitution: Anyone other than the Bid-listed or approved subcontractor(s) performing any portion of the Work designated to be performed by said subcontractor without prior approval of the Inspector.

"immediately notify": The obligation to cause verbal notification of Engineer and Inspector of some condition or event as soon as possible upon discovery or knowledge of the condition or event and in all instances, no more than two (2) hours.

Inspector: The Inspector of Public Works, (Director of the Bureau of Contract Administration), or an authorized representative designated by the Bureau of Contract Administration.

"jobsite": The area upon or in which the Contractor's operations are carried on and such other areas adjacent thereto as may be designated as such by the Contract Documents.

"law": Any Federal, State or local law, statute, ordinance, rule, regulation or Code.

"liquidated damages": The amount the Contractor shall pay to the City, as determined by rates and amounts as fixed in the Contract Documents, due to the Contractor's failure to complete the Work within the time specified.

"non-conforming work": Unapproved construction, defective work or damaged materials that does not fully comply with the Contract Documents.

Notice of Award: The written notice by the City to the successful Bidder stating that upon compliance by the successful Bidder of required conditions, the City will execute the Contract.

Notice to Proceed: The written notice by the City to the successful Bidder stating that the Work or portions of the Work shall commence.

Notice to Withhold: The written notice by the City to the Contractor advising that certain payments shall be withheld due to unacceptable execution of the Work by the Contractor.

"or equal": In reference to products, equipment, or materials proposed by the Contractor for use in the Work.

Partial Acceptance: Any portion of the Work that has been completed in accordance with the plans and specifications and has been accepted in writing by the Inspector ("Statement of Partial Completion" form).

"person": Any individual, firm, association, partnership, corporation, trust, joint venture, or other legal entity.

Plans: The drawings, profiles, cross sections, shop drawings, and supplemental drawings, or reproductions thereof, issued or approved by the Engineer, which show the location, character, dimensions or details of the Work.

Private Contract: Work subject to City inspection, control, and approval, involving private funds, not administered by the City.

Project: The Work and/or construction operations executed through the performance of this Contract.

Project Manual: See Contract Documents.

Protest: See Claim.

Reference Specifications: Those bulletins, standards, rules, methods of analysis or test, codes, and specifications of other agencies, engineering societies, or industrial associations referred to in the Contract Documents. These refer to the edition, including amendments in effect and published at the time of advertising the project, adopted by the Board, if applicable, unless specifically referred to by edition, volume, or date.

“right of entry”: Written permission from an owner of a facility or property to access the facility or property for a specific purpose.

Special Provisions: Any provision which supplements or modifies the Specifications.

Specifications: Written requirements describing the commercial, legal, technical and nontechnical aspects of the project. Specifications include but are not limited to Terms, Provisions, General Conditions, General Requirements, Technical Specifications, Equipment Schedules, and all revisions made to the specifications in Addenda, and Change Orders.

Standard Plans or “Std. Plan”: Details of standard structures, devices or instructions referred to on the Plans or in the Specifications by title or number.

State: The State of California.

Statement of Completion: A form issued by the Bureau of Contract Administration following Final Inspection and upon completion of all physical corrections required by the Final Inspection Correction List. This shall signify the acceptance of all field work and establish the date of completion of the Work.

Statement of Partial Completion: A form issued by the Bureau of Contract Administration following Partial Final Inspection and upon completion of all physical corrections required by the Partial Final Inspection Correction List. This shall signify the acceptance of a specific portion, or portions, of the Work to be so utilized or otherwise placed into service.

Subcontractor: Any individual, firm, or corporation, other than an employee of the Contractor, having a direct contract with the Contractor or with any other subcontractor for the performance of the Work. A Subcontractor is a contractor who is licensed pursuant to California Business and Professions Code, Section 7000 et. seq. A Subcontractor does not have any direct contract with the City related to the project.

Subcontractor Substitution: Anyone other than the Bid-listed or approved subcontractor(s), including the Contractor, performing any portion of the Work designated to be performed by said subcontractor.

Sub-subcontractor: A "Sub-Subcontractor" is a Subcontractor, within the definition of that term, who has a contract with a Subcontractor and has no Contract with the City related to the project.

Supervision: With reference to supervision by the Engineer, the performance of obligations, and the exercise of rights, specifically imposed upon and granted to the City in becoming a party to the Contract. Except as specifically stated herein, supervision by the City shall not mean active and direct superintendence of details of the Work.

Supplemental Agreement: A written amendment of the Contract Documents, signed by the Contractor and City.

Supplier: An individual, organization, or firm who may not be required for the purposes of the Work to be licensed pursuant to California Business and Professions Code as a contractor, or subcontractor, within the meanings of those terms as defined herein above, who provides equipment and/or materials for the Work, to the Contractor, a Subcontractor, or a Sub-Subcontractor, including that fabricated to a special design, but who does not perform labor at the site except for labor or labor supervision required by some manufacturers as part of their equipment installation for warranty or other purposes. The term "supplier" also includes fabricator, manufacturer, or vendor.

Surety: Any individual, firm or corporation bound with and for the Contractor for the acceptable performance, execution and completion of the Work, and for the satisfaction of all obligations incurred.

Unauthorized Subcontractor Substitution: Any reduction, increase, or other change to any Subcontractor dollar amount without written approval by the Inspector.

Unavoidable Delay: Delay arising from causes beyond the control and without the fault or negligence of the Contractor and its Subcontractors at all tiers, and solely due to acts of God, acts of government in its sovereign capacity, riots, insurrections, wars, fires, floods, earthquakes, tidal waves, epidemics, quarantine restrictions, industry-wide strikes, freight embargoes, or unusually severe weather.

Work: Includes all material, labor, utility services, tools, expendable equipment, and all appliances, machinery, transportation, appurtenances and specified services necessary to perform and complete the Contract; and such additional items not specifically indicated or described that can be reasonably inferred as belonging to the item described or indicated and as required by good practice to provide a complete and operable satisfactory system or structure. As used herein, "provide" shall be understood to mean "furnish and install, complete in place."

Workday: All days beginning with the date specified in the Notice to Proceed, and ending with the date the City issues the Statement of Completion, except for the following days:

- A) Saturday,
- B) Sunday,
- C) any day designated as a holiday by the City,
- D) any day designated as a holiday in a Master Labor Agreement binding the Contractor,

- E) any day the Contractor is prevented from working for cause as established by "Unavoidable Delay" of these General Conditions; and
- F) any day the Contractor is prevented from working during the first five (5) hours of the workday with at least sixty percent (60%) of the normal Work force for cause as established by "Unavoidable Delay" of these General Conditions.

Worksite: See "jobsite."

00101 – 00199 NOT USED

00200 SCOPE (10/17/01)

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 Engineer 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.

00201 AUTHORITY OF THE BOARD, ENGINEER, AND INSPECTOR (5/2/02)

The Board has the final authority in all matters affecting the Work. The Contractor shall promptly comply with instructions from the Engineer or the Inspector.

The Engineer is authorized to require performance of the Work consistent with the meaning of the Plans and the Contract Documents. On all questions related to the interpretation of Plans or Specifications, the decision of the Engineer is final and binding. As authorized by the Board, the Engineer may issue Change Orders to increase, decrease or modify the scope of work.

The Inspector is authorized to enforce compliance with the Contract Documents, to determine the acceptability, quality and quantity of materials and workmanship, administer requirements with respect to subcontracts, and to prepare and process progress payment estimates. Unless otherwise ordered by the Board, the Inspector's determination of satisfactory performance is a condition precedent to payment under this Contract. For such matters, the decision of the Inspector is final and binding. In the event of a dispute between the Contractor and the Inspector, the latter is authorized to reject materials or suspend the Work until any questions at issue can be referred to and decided by the Board or, in engineering matters, by the Engineer.

The Inspector is authorized to sample and test all materials to be incorporated into the Work. The Inspector may delegate this authority to sample materials and perform tests to the Department of General Services, Standards Division, or other approved agencies.

The Engineer may delegate street lighting matters to the Director of the Bureau of Street Lighting.

00202 INTENT OF CONTRACT DOCUMENTS (2/09/95)

The Contract Documents are complementary, and what is called for by one part shall be as binding as if called for by all. The intent of the Documents is to include all Work consistent therewith and reasonably inferable therefrom as being necessary for completion of the contract. Materials or Work described in words that indicate the proper execution and a well known technical or trade designation shall be held to refer to such recognized standards.

It is understood and agreed that the written terms and provisions of the Contract Documents represent the entire and integrated agreement between the parties hereto and supersede all prior negotiations, representations, or agreements, either written or oral. The Contract Documents shall not be construed to create any contractual relationship of any kind between the Engineer (or the Inspector) and the Contractor.

00203 NOT USED (9/18/07)

00204 PLANS AND SPECIFICATIONS (9/18/07)

As shown on the Plans or described in the Specifications, each element of the Work must be furnished complete, finished and functional. Whether shown or not, include all materials and ancillary equipment necessary to provide a complete installation. The Plans, Specifications and other Contract Documents are intended to be complementary and cooperative to describe and provide for a complete project. Anything in the Specifications and not on the Plans, or on the Plans and not in the Specifications, shall be as though shown or mentioned in both. Details shown for an item of Work are typical and shall apply to similar items of Work.

Do not deviate from the Plans and Specifications without written authorization from the Engineer.

The Engineer does not warrant the accuracy of scaled dimensions. Dimensions indicated by figures or numerals shall govern. Larger scale drawings shall take precedence over smaller scale drawings. Detailed drawings will take precedence over general drawings.

The Engineer may furnish additional details pertaining to the Work and the same shall be considered part of the Contract.

References made to other specifications and codes refer to the edition including amendments in effect and published at the time of advertising the project, unless specifically referred to by edition, volume, or date as noted in the Contract Documents.

00205 PRECEDENCE OF CONTRACT DOCUMENTS (9/18/07)

In resolving inconsistencies or ambiguities among two (2) or more components of the Contract Documents, the more stringent requirements shall prevail. The secondary priority will be based upon the precedence of the documents. The precedence shall be:

1. Permits from other agencies as may be required by law.
2. Bid Proposal
3. General Conditions
4. General Requirements
5. Technical Specifications
6. Plans

7. Geotechnical Baseline Report
8. Geotechnical Data Report
9. Brownbook
10. Greenbook
11. Standard Plans
12. Reference Specifications
13. Reference Plans

Supplemental Agreements, Change Orders, Engineer's written interpretations and clarifications, and Addenda, will take precedence over all other components of the Contract Documents.

00206 ACCURACY OF PLANS AND SPECIFICATIONS (12/6/01)

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 Engineer 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.

00207 EXAMINATION OF COVERED WORK (12/6/01)

If any Work is covered without inspection, approval or consent of the Inspector, an examination may be required by the Inspector. The cost for uncovering the work, inspection, testing required by the Inspector, remedial work and restoring the work is at the Contractor's expense.

00208 UNNOTICED DEFECTS (10/17/01)

The Contractor is responsible for ensuring that all Work complies with the Contract Documents. Upon discovery, all defective or noncompliant Work must be immediately repaired or replaced by the Contractor. Failure by the Engineer or the Inspector to condemn or reject non-conforming Work shall not constitute acceptance or implied acceptance of such Work.

00209 CODES AND REGULATIONS (10/17/01)

The Contractor shall perform the Work in accordance with all applicable regulations, laws, and ordinances, even though such requirements may not be specifically mentioned in the Specifications or shown on the Plans.

It is not the responsibility of the Contractor to ensure that the Contract Documents comply with applicable laws, statutes, codes and regulations. If the Contractor believes that any part of the Contract Documents does not comply, the Contractor shall promptly notify the Engineer in writing. Do not proceed with those affected Work items until the Engineer issues written instructions to the Contractor.

If the Contractor proceeds with those Work items without written instruction from the Engineer, the Contractor will bear the costs and impacts of any corrective work.

00210 LENGTH OF WORKDAY AND WORK WEEK (9/18/07)

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 Engineer 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.

00211 PAYMENT OF EMPLOYEES (12/6/01)

The Contractor and each Subcontractor shall pay each employee engaged in Work on the project under this Contract in compliance with the Federal and State wage provisions indicated on the appropriate page of the Bid Proposal (General Instruction and Information for Bidders), and "Length of Workday and Work Week" of these General Conditions.

The certified payroll and the Statement of Compliance shall be submitted to the Inspector by the Contractor and all Subcontractors performing Work on the project, regardless of dollar amount or type of contract.

If there is a difference between the Federal and State minimum wage rates for similar classifications of labor, the Contractor and its Subcontractors shall pay not less than the higher wage rate. When the Contractor intends to use a craft or classification not shown on the general prevailing wage determinations, it will be required to pay the wage rate of that craft or classification most closely related to it as shown in the general prevailing wage determinations. In case of disagreement between the Contractor and the City, the Inspector shall make the final determination as to the prevailing wages for the Work.

00212 CONVICT-MADE MATERIALS (12/6/01)

Unless otherwise noted, no materials manufactured or produced in a penal or correctional institution shall be incorporated in the project under this Contract.

00213 SALES OR USE TAX / EXEMPTION FROM FEDERAL EXCISE TAX (10/17/01)

Purchases of materials and equipment which will be incorporated or installed permanently in the Work, or which will be used in the operation of the Contractor or Subcontractors, and not incorporated in the Work, are not exempt from City of Los Angeles and California State Sales or Use Taxes as applicable.

Purchase of materials and equipment which will be incorporated or installed permanently in the Work are exempt from Federal excise tax in effect at the time of purchase, as applicable. Prices included in the Contract amount shall reflect such exemptions. A Federal Tax Exemption Certificate will be furnished by the City, on request, as acknowledgment that materials and equipment for which exemption is requested by the Contractor, is valid where provided for the exclusive use of the City. Lists of exempt articles provided by the Contractor and Subcontractor shall be submitted to the City by the Contractor. Purchases of materials and equipment which will be used in the operations of the Contractor or Subcontractors and not incorporated in the Work are not exempt from excise tax.

00214 NONDISCRIMINATION IN EMPLOYMENT (10/17/01)

The Contractor shall comply with all of the provisions of the Los Angeles Administrative Code, Mandatory Provision Pertaining to Nondiscrimination in Employment.

The Contractor shall submit Monthly Ethnic Composition of Work Force Reports to the Inspector indicating the number of employees in the various work categories and ethnic groups and gender on forms furnished by the City.

Nondiscrimination Clause: "The Contractor shall not discriminate during the performance of this Contract against any employee or applicant for employment because of employee's or applicant's race, religion, national origin, ancestry, sex, age, sexual orientation or physical handicap." The Contractor shall include the same Nondiscrimination Clause in all subcontracts awarded under this Contract.

If conflicts exist between these provisions and the Federal Rules and Regulations governing the same, the more stringent requirements shall prevail.

00215 APPRENTICE UTILIZATION (4/12/95)

Any Contract awarded hereunder will require the Contractor to comply with the provisions of the California Labor Code relating to apprentice employment and training; and will require the Contractor to assume full responsibility for compliance with said section with respect to all Apprenticing Occupations involved in the Project. (Compliance with said Apprentice Utilization provisions of the Labor Code is not required for Public Works contracts involving less than \$30,000 or less than twenty (20) Working days in duration).

00216 LAWS AND REGULATIONS (9/18/07)

The Contractor shall observe and comply with all Federal, State, and local laws, ordinances, Codes, orders, and regulations which in any manner affect those engaged or employed on the Work, the materials used in the Work, or the conduct of the Work. If any discrepancy or inconsistency should be discovered in this Contract in relation to any such law, ordinance, Code, order, or regulation, the Contractor shall report the same in writing to the Engineer. The Contractor shall indemnify and hold harmless the City, and its officers, agents, and employees, against all claims or liability arising from violation of any such law, ordinance, Code, order, or regulation, whether by itself or by its employees or Subcontractors as stated in these Contract Documents. Any particular law or regulation specified or referred to elsewhere in these specifications shall not in any way limit the obligation of the Contractor to comply with all other provisions of Federal, State, and local laws and regulations.

00217 PERMITS AND CONSTRUCTION EASEMENTS (9/18/07)

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 Engineer copies of all permits required for the construction and installation of all Work called for on this project.

When the Bid Proposal provides an allowance for "Permits", only certain types of permits and certain permit fees are reimbursable. The reimbursable permit must be exclusively for permanent Work shown on the Plans and reimbursement will be limited to the actual permit fee shown on the permit's receipt. The allowance for "Permits" cannot be used for any other costs such as those necessary to physically obtain the permit. The allowance for "Permits" also cannot be used for contractor-designed items, annual permits, temporary construction, or general permits that are useable for other projects. The Contractor will only be reimbursed for those permits that are included in the list below, unless otherwise specified:

- 1) Night Work, overload, grading, excavation, demolition, foundation, and building permits.
- 2) Electrical permits.
- 3) Mechanical permits.
- 4) Plumbing permits.
- 5) South Coast Air Quality Management District permits.
- 6) Fire sprinkler permit.
- 7) All Federal, State, County and City issued permits.

Rights of ways, easements, or rights of entry for the Work will be provided by the City. The Contractor shall make arrangements, pay for, and assume all responsibility for acquiring, using, and disposing of Work areas and facilities temporarily required which are necessary in addition to those provided by the City. The Contractor shall indemnify and hold the City harmless for all claims for damages caused by such actions.

00218 PARTIES EXCLUDED FROM FEDERAL PROCUREMENT AND NON PROCUREMENT PROGRAMS (10/17/01)

A list of individuals, firms and organizations which have been debarred, suspended or have voluntarily excluded themselves from Federal Procurement and Non Procurement Program is maintained by US General Services Administration. A copy can be obtained from Superintendent of Documents, US Government Printing Office, Washington, DC 20402, Tel: (202) 783-3238.

The City will not conduct business with an individual, firm or organization, and the Contractor shall not employ or otherwise utilize any Subcontractor, supplier or equipment vendor at any tier which is on the U.S. General Services Administration "List of Parties Excluded from Federal Procurement and Non Procurement Programs". The Contractor shall not utilize or otherwise employ any Subcontractors or suppliers on the list of nonresponsible bidders maintained by the City Bureau of Contract Administration.

00219 BUSINESS TAX REGISTRATION CERTIFICATES (11/21/01)

The Contractor represents that it has, or will obtain upon award, the Business Tax Registration Certificate(s) required by the Los Angeles City Business Tax Ordinance. The Contractor shall maintain, or obtain as necessary, all such Certificates required of it under said Ordinance and shall not cause or allow any such Certificate to be revoked or suspended.

The City requires all firms that have business activity within the City of Los Angeles to pay City business taxes.

Payments for goods or services will be withheld unless proof of tax compliance is provided to the City. All firms and individuals that do business with the City will be required to provide a Business Tax Registration Certificate number or an exemption number as proof of compliance with Los Angeles City business tax requirements in order to receive payment for goods or services.

The Tax and Permit Division of the City Office of Finance has the sole authority to determine whether a firm is covered by business tax requirements.

00220 CONTRACTOR PROPOSED ALTERNATES AND "OR EQUALS" (12/6/01)

Unless otherwise noted, the Contractor may propose products, equipment, or materials to be an "or equal" to those specified in the Contract. These proposals must be submitted within thirty (30) days after Notice to Proceed along with sufficient substantiating data for the Engineer to determine equivalence. The substantiating data must demonstrate equivalence in terms of function, performance, reliability, quality, and general configuration to the items specified in the Contract Documents. The Engineer will be the sole arbiter of equivalence. Proposals that are submitted late or with incomplete substantiation are "Not Equal" and subject to summary rejection.

Contractor-proposed "or equals" that are accepted by the Engineer shall be coordinated with other items of Work and incorporated into the Work without time extensions and at no additional cost to the City.

00221 CONSTRUCTION AND DEMOLITION WASTE MANAGEMENT (8/12/11)

The Contractor shall divert all Construction and Demolition (C&D) waste generated from the project in accordance with the City's C&D Waste Recycling Ordinance. Los Angeles Municipal Code requires that all mixed C&D waste material generated within the City of Los Angeles be taken to a City Certified C&D Waste Processor. Further, mixed C&D waste can only be legally collected, removed, or transported by City of Los Angeles Permitted Solid Waste Haulers. If the Contractor plans on collecting, removing, or transporting its own waste, it must first apply for and obtain a Solid Waste Hauler Permit from the Solid Resources Citywide Recycling Division of the Bureau of Sanitation.

Failure to meet the C&D waste recycling requirements as detailed above will result in the assessment of penalties up to \$5,000 per each load of C&D waste not taken to City Certified Processors. Further, collecting, removing or transporting C&D waste within the City without a valid Solid Waste Hauler Permit is a criminal misdemeanor subject to fines and/or imprisonment.

Other sections of the Specification may require specific recycling rates in addition to the Los Angeles Municipal Code requirements.

00222 – 00299 NOT USED

00300 FINANCIAL LIABILITY (4/12/95)

The City's liability under this Contract shall not exceed the City's appropriation to fund the Contract at the time of Contract award. However, if the City shall appropriate funds for any successive years, the City's maximum liability shall not exceed the extent of such appropriation, subject to the terms and conditions of this Contract.

00301 CONTRACTOR'S OBLIGATIONS (3/21/14)

Only competent workers shall be employed on the Work.

Any person employed who is found by the Engineer or the Inspector 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.

The Contractor, at its sole cost and expense, shall perform all labor and services and furnish all the materials, tools, and appliances, except as hereinafter otherwise definitely provided, necessary or proper for performing and completing the Work required, in the manner and within the time stipulated in these specifications. The Contractor shall furnish, erect, maintain, and remove the construction plant and such temporary works as may be required. 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 Engineer or the Inspector 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 Engineer or the Inspector 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 Engineer 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.

All of the labor shall be performed and materials furnished pursuant to and in strict conformance with the Contract Documents, and in accordance with approved shop drawings. The Contractor shall complete the entire Work to the satisfaction of the Inspector and in accordance with the Specifications and Plans herein mentioned, at the prices fixed in the Contract.

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 Engineer 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.

00302 CONTRACTOR'S REPRESENTATIVE AT THE SITE (1/30/03)

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 Contractor's Representative shall be assigned full time and exclusively to this project. Alternate representatives with qualifications equal to or better than the previous representative may be designated. The Contractor's Representatives shall have at least five (5) years of verifiable experience as the person primarily responsible for supervision of the Work on projects of the same or similar size and nature as this project. Within five (5) days after the Notice of Award the Contractor shall provide a statement to the Engineer and the Inspector with the following:

- 1) Identification and resume, showing the qualifications and experience of the Contractor's Representative and the alternate appointed to act in the place of the Contractor's Representative.
- 2) References of not less than two (2) previous projects on which the Contractor's Representative and the alternate had supervisory responsibility on a project of a similar nature and at least one-half or more of the cost of this project. Such references shall include names, addresses, and telephone numbers of owner representatives who worked on the project as well as project information such as project type, size, location and duration.

The Engineer and the Inspector reserve the right to disapprove any candidate named as the Contractor's Representative or alternate who fails to meet the provisions set forth herein. The Engineer and the Inspector reserve 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 Engineer or the Inspector, 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.

The Contractor's Representative or alternate shall have full authority to act on behalf of the Contractor, including, but not limited to final approval of Change Orders and Supplemental Agreements. All directions given by the Engineer or the Inspector to said representative or alternate shall be considered as having been given to the Contractor. Such instructions given by the Engineer or the Inspector to the Contractor's Representative or alternate will be confirmed in writing. All instructions and directions given by the

Engineer or the Inspector will be limited to matters properly falling within the Engineer's or the Inspector's authority as specified in "Authority of the Board, Engineer and Inspector" of these General Conditions.

The Contractor's Representative or alternate shall be present at the worksite at all times while Work is in progress. Failure to observe this requirement constitutes a suspension of the Work by the Contractor, until such time the Contractor's Representative or alternate is again present at the worksite. All Work performed while the Contractor's Representative or alternate is absent from the worksite is ineligible for payment. Work performed in violation of these provisions shall be removed and reconstructed, refabricated, or reinstalled under the required supervision. The Contractor is ineligible for time extensions or additional payment for costs or impact that directly or indirectly are caused by said suspension. Those ineligible costs and impacts include what the Contractor may incur for slowdown, delays, idled equipment, removals, reconstruction, refabricating, reinstalling and other. During such periods of noncompliance when the Contractor's Representative is not on site, written instructions issued by the Engineer or the Inspector to any employee of the Contractor is considered adequate notice to the Contractor.

Whenever the Work is defined as being suspended under the provisions of this Article, any such suspension in excess of ten (10) calendar days shall constitute just cause for the City to terminate the Contract under the provisions of "Termination of Contract by City (Contractor Default)" of these General Conditions.

00303 FAMILIARITY WITH PLANS AND SPECIFICATIONS (9/18/07)

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 both the Engineer and the Inspector 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 or interference with other Work or the Work of other trades, including the location of fixtures and equipment;
- 3) Existing improvements visible at the job site, for which no existing disposition is made on the Plans or in the Specifications but which could reasonably be assumed to interfere with the satisfactory completion of the improvements contemplated by the Plans and Specifications.

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

00304 JOB CONDITIONS (9/18/07)

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.

The Contractor shall observe any "Site Security" restrictions described in the General Requirements or the Plans.

Whenever the Work requires entry into an operating plant, occupied building, working facility or other secured location, observe the following unless otherwise noted:

- 1) No vehicles are allowed except delivery trucks and Contractor's identified vehicles and equipment.
- 2) It shall be the Contractor's sole responsibility to arrange and pay for offsite employee parking and to provide transportation from the parking area to the Work site.
- 3) The Contractor shall fully cooperate with all authorities on the job site and other contractors not related to the Work of this Contract who might be at the job site.
- 4) The Contractor shall fully comply with all regulations in force at the job site.

00305 JOB BULLETIN BOARD (11/27/01)

When a Field Office is required, the Contractor shall provide and mount a Job Bulletin Board at the field office in a location where it can be readily seen by all of the Contractor employees. The bulletin board shall be substantially built to a minimum size of 900 mm high x 1200 mm wide (3' x 4') shall be fitted with a framed safety glass door and lock. The glass on the outside shall be protected with a 12 mm x 12 mm (½" x ½") galvanized wire mesh screen permanently attached to the frame. The bulletin board shall be finished inside and outside with two (2) coats of an exterior paint.

00306 RESPONSIBILITY FOR SITE (10/17/01)

The Contractor is in full charge of and responsible for the job site and the Work. The "Interface/Coordination Requirements" of the General Requirements describe interfaces with other contractors working on the job site. No other operations of any nature shall be performed except as specifically authorized in the Contract Documents or as authorized by the Engineer.

The Contractor shall exercise care not to damage improvements and adjacent land. The Contractor shall correct any damage caused within seventy-two (72) hours by restoring the land and improvements damaged to their original condition and shall indemnify and hold the City harmless for any such damage as specified in "Indemnification" of these General Conditions.

00307 WORKMANSHIP AND MATERIALS (4/12/95)

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 Inspector's approval.

00308 INJURY AND ILLNESS PREVENTION - SAFETY MEASURES (9/18/07)

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 Inspector and the Engineer prior to beginning any Work on the Project.

If a work procedure or site condition exists that violates the Contractor's/Subcontractor's Injury and Illness Prevention Program or any other safety standard, the Engineer or Inspector may order the Contractor to immediately comply with said safety provisions, and the Contractor shall comply with such orders at its own expense. If the Contractor fails to act promptly, the Engineer or Inspector is authorized to suspend the Work. Failure of the Engineer or the Inspector to make such demands shall not relieve the Contractor of its obligations to secure the safe conduct of the Work.

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 life saving equipment set forth in California Construction Safety Orders and the OSHA Safety and Health Standards for Construction.

The Contractor shall provide safety equipment, material, and assistance to City personnel to properly inspect all phases of the Work, including final inspection. Such equipment, material and assistance shall include, but not be limited to testing for the presence of explosive or toxic gases and oxygen deficiency in confined spaces, blowers, ventilators, first aid supplies and equipment, ladders, scaffolds, shoring, and personnel for standby assistance as required. Personal safety devices such as harnesses, lanyards, and self-contained breathing apparatus will be provided by the Bureau of Contract Administration, unless otherwise noted. When the Work requires specialized safety equipment, the Contractor shall provide new sets of such equipment, the training deemed necessary by the Inspector, and maintenance of such equipment. When asbestos is being removed, the requirements of the CCR, Title 8, Div. 1, Chapter 4, Subchapter 4, "Construction Safety Orders," and Subchapter 7, "General Industry Safety Orders," shall be implemented.

In cases involving exposure of City personnel to toxic/hazardous materials and/or elements, the City Personnel Department, Occupational Safety Office, shall have field review authority over the Contractor's operations.

For additional requirements, refer to "Safety and Preconstruction Safety Conference" of the General Requirements.

00309 PROTECTION OF PERSONS AND PROPERTY AND RESTORATION OF EXISTING IMPROVEMENTS (1/05/10)

The Contractor shall not destroy, remove, or otherwise disturb any existing survey monuments or reference points without authorization from the Engineer. No pavement breaking or excavation shall be started until all survey monuments or other reference points that will be disturbed by the construction operations have been properly referenced by the Engineer. It shall be the Contractor's responsibility to notify the Engineer and the Inspector of the time and location that Work will be done. Such notification shall be sufficiently in advance of construction so that there will be no delay due to waiting for survey points to be satisfactorily referenced for restoration. All survey monuments or reference points disturbed,

without authorization by the Engineer, shall be accurately restored by the City at the Contractor's sole expense after all street or roadway resurfacing has been completed.

Unless otherwise noted, all construction operations shall preserve existing drainage paths, vehicular and pedestrian access. The Contractor shall also regularly attend to dust, mud, trash, noise, debris, and etceteras, caused by their construction operations to prevent a public nuisance.

All paved areas including asphalt concrete berms cut or damaged as a result of construction shall be replaced with similar materials and of equal thickness to match the existing adjacent undisturbed areas, except where specific resurfacing requirements have been called for in the Contract Documents or in the requirements of the agency issuing the permit. All temporary and permanent pavement shall conform to the requirements of the affected pavement owner. All pavement which is subject to partial removal shall be neatly saw cut in straight lines.

In order to obtain a satisfactory junction with adjacent surfaces, the Contractor shall saw cut back and trim the edge so as to provide a clean, sound, vertical joint before permanent replacement of an excavated or damaged portion of pavement. Damaged edges of pavement along excavations and elsewhere shall be trimmed back by saw cutting in straight lines. All pavement restoration and other facilities restoration shall be constructed to finish grades compatible with adjacent undisturbed pavement.

Where sidewalks have been removed for purposes of construction, the Contractor shall place suitable temporary sidewalks, properly protected, promptly after backfilling and shall maintain them in satisfactory condition until the final restoration thereof has been made.

When existing planted areas are regraded, or removed and replaced because of the Contractor's operations, the soil in these areas shall be prepared and the area replanted-in-kind. All landscape materials shall conform to the requirements of the owner of the affected planted area.

All utilities encountered along the line of the Work shall be maintained continuously in service during all the operations under the Contract, unless other arrangements satisfactory to the Engineer are made. Utilities shall include, but not be limited to, all above or below-ground conduit, pipes, ducts, cables, and appurtenances associated with oil, gas, water, steam, irrigation, process, sewer, storm drain, wastewater, air, electrical, power, instrumentation, communication, telephone, cable, TV, and lighting systems, whether or not owned by the City.

The Contractor shall protect all existing utilities and improvements not designated for removal. Potholing for utilities and structures shown or addressed on the drawings shall be accomplished at the Contractor's expense. The Contractor shall determine the exact locations and depths of all utilities indicated on the Drawings. The Contractor shall make exploratory excavations of all utilities. The Contractor, in conformance with City Ordinance No. 150,478, shall pothole existing subsurface installations carrying unstable substances to determine their locations and elevations before commencing excavation. All such exploratory excavations shall be performed as soon as practicable after award of the Contract and in any event, a sufficient time in advance of construction to avoid possible delays to the Contractor's Work. When such exploratory excavations show the utility location as indicated on the Drawings to be in error, the Contractor shall so notify the Inspector and the Engineer. The Contractor should not rely upon plan designation of location of underground utilities. The number of exploratory excavations and extent of potholing required shall be that number which is sufficient to determine the alignment and grade of the utility. These costs are a part of the Bid.

Prior to any excavation in the vicinity of any existing underground facilities, the Contractor shall notify the Inspector and the Engineer, and the respective authorities representing the owners or agencies responsible for such facilities, not less than three (3) Workdays, nor more than five (5) Workdays, of their intention to begin excavation. The Contractor shall make arrangements for and provide access such that a representative of said owners or agencies may be present during such Work. If the proposed excavation is within 10 feet of a high priority subsurface installation, as defined by Section 4216 of the

California Government Code, the Contractor shall conduct an onsite meeting with the owner of the utility to determine actions or activities required to verify the location of the high priority subsurface installation before proceeding with any excavation activities.

Before commencing any excavation, the Contractor shall obtain an Underground Service Alert (USA) inquiry I.D. number. Two workdays, shall be allowed after the I.D. number is obtained and before the excavation work is started so that utility owners can be notified. If the utility owner is the City, a confirmation number indicating the City has been notified shall be obtained by USA and/or the Contractor from the appropriate City department. The I.D. number together with the date acquired shall be reported to the Inspector when calling for inspection. I.D. numbers will not be given more than ten (10) Workdays before starting excavation work.

Unless otherwise indicated on the Plans or Specifications, where the proper completion of the Work requires the temporary or permanent removal and/or relocation of an existing utility or other improvement, which is shown on the Plans, the Contractor shall, at its own expense, remove and, without unnecessary delay, temporarily replace or relocate such utility or improvement to a place and in a manner as directed by the Engineer, and the owner of the facility. In all cases of such temporary removal or relocation, restoration to former location shall be accomplished by the Contractor in a manner that will restore or replace the utility or improvement as nearly as possible to its former locations and to as good or better condition than found prior to removal. When utilities that are to be removed are encountered within the area of operations, the Contractor shall notify the Engineer not less than fifteen (15) days in advance for necessary measures to be taken to prevent interruption of service.

The Contractor shall notify the Engineer thirty (30) calendar days in advance of any proposed connection, and shall notify the Engineer and the Inspector twenty-four (24) hours prior to the actual connection, to any existing utility.

Any utility or improvement which is damaged by the Contractor shall be immediately repaired at the Contractor's expense, to a condition equal to, or better than, the condition it was in prior to such damage or temporary relocation. If the Contractor fails or refuses to promptly repair the utility or improvement, the City may perform the necessary Work at the Contractor's expense. The Contractor will also not be entitled to any time extension, additional reimbursement, extended overhead, or interest on monies due. The Contractor is not relieved of provisions of this Article even in the event such damage occurs after backfilling or is not discovered until after completion of backfilling.

All repairs to a damaged improvement shall be inspected and approved by the Inspector and an authorized representative of the improvement owner before being concealed by backfill or other Work. In case of damage, which in the opinion of the Engineer or the Inspector, threatens the safety of persons or property, the Contractor shall immediately make all repairs necessary for removal of the hazard. Should the Contractor fail to promptly take all necessary action, the City has the option to remove any hazard resulting from damages caused by the Contractor at the Contractor's expense without waiving any other rights the City may have. The Contractor will also not be entitled to any time extension, additional reimbursement, extended overhead, or interest on monies due.

In the event that the Contractor damages any existing utilities that are not shown on the Plans or the locations of which are not made known to the Contractor prior to excavation, the Contractor shall immediately notify the Inspector and take all measures necessary to prevent further damage. The Contractor shall then immediately make a written report to the Engineer and shall make repairs as directed by the Engineer.

Notwithstanding that an existing utility or substructure is not shown on the original Plans and Specifications, if the existence and location thereof was made known to the Contractor prior to excavation, the utility or substructure constitutes an existing known condition, and the Contractor is responsible for protecting the utility or substructure.

Damage to a utility known to the Contractor shall be repaired at the Contractor's expense.

00310 NON-CONFORMING WORK (1/30/03)

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 Inspector or the Engineer 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 Inspector or the Engineer 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.

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 Engineer or the Inspector 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).

00311 SUBCONTRACTORS AND SUB-SUBCONTRACTORS (10/28/14)

The Contractor shall perform on the site and with its own organization not less than fifty percent (50%) of the total Contract Price, unless a different percentage is designated in the Bid Proposal. Any items designated "specialty items" in the Bid Proposal may be performed by subcontract and the amount of all such "specialty items" may be deducted from the Contract Price before computing the amount of Work required to be performed by the Contractor with its own organization. The dollar value included in the percentage performed by the Contractor shall include the value of labor, materials and equipment to be incorporated or used in the Work and directly purchased by the Contractor and shall not include the value of Work, including labor, materials and equipment, incorporated or used in the Work, performed or provided by Subcontractors.

To be eligible for award of this Project, the Board requires Bidders to subcontract a minimum of its total Bid to qualified Subcontractors, as discussed in the "Mandatory Subcontracting Minimum (MSM) Requirements" of the Bid Proposal. Failure to list Subcontractors and the subcontracted dollar amounts on the applicable pages of the Bid Proposal to satisfy the MSM is cause for the Bid to be declared nonresponsive and rejected by the Board.

Bidders must list all Subcontractors in the Bid, regardless of the dollar amount of the work to be performed, if the Bidder wishes to have the Subcontract amount credited toward meeting both the MSM and MBE/WBE levels of participation of the Project. Subcontractors added to the project following acceptance of the Bid and award of the Project will not be credited toward meeting the required MSM and/or MBE/WBE levels of participation for this Project.

MSM credit will not be given to a joint venture partner listed as a Subcontractor by a joint venture.

Listed vendors and/or Suppliers will be limited to 60% of their listed dollar value toward achieving both the MSM and the anticipated MBE/WBE levels of participation for this Project, unless the vendor and/or Supplier manufactures or substantially alters the materials/supplies.

The designated percentage of the total Contract Price the Contractor is to perform may not be reduced below that level by the addition of Subcontractor's added after Award of the Project.

The Inspector, acting on behalf of the Board, will be responsible for approval of all Subcontractors, whether Bid-listed or not, and all Sub-subcontractors, at any level, employed on the Project.

Each Subcontractor who will perform Work or render services in an amount in excess of one-half of 1 percent of the Contractor's total Bid or \$10,000.00, whichever is greater, must be listed in the original Bid.

Subletting or Subcontracting of any portion of the Work in excess of one-half of 1 percent of the Contractor's original total Bid or \$10,000.00, whichever is greater, for which no Subcontractor was designated in the original Bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the Inspector setting forth the facts constituting the emergency or necessity.

If the Contractor fails to specify a Subcontractor, or if the Contractor specifies more than one Subcontractor for the same portion of Work to be performed under the Contract in excess of one-half of 1 percent of the Contractor's total original Bid or \$10,000.00, whichever is greater, the Contractor agrees that it is fully qualified to perform that portion of Work itself, and that it shall perform that portion itself.

The Contractor shall set forth in its Bid the following: The name, location of the place of business, telephone number, California State Contractor's License Number and dollar amount of each Subcontractor who will perform Work, labor, service, supply specifically fabricated materials or equipment in an amount in excess of one-half of 1 percent of the Contractor's total Bid, or \$10,000.00, whichever is greater.

The Contractor shall list only one Subcontractor for each portion of Work as defined by the Contractor in its Bid.

Acceptance by the Board of its Bid is dependent upon each Bid listed Subcontractor, and all subsequently approved additional Subcontractors, performing the dollar value of Work listed or approved. Any reduction, increase, or other change to any Subcontract amount without prior approval is considered an Unauthorized Subcontractor Substitution and is subject to a penalty of ten (10) percent of the Subcontract amount, whether Bid-listed or not. A Subcontract dollar value increased or reduced as the result of a Change Order issued by the Engineer to add or delete from the original scope of Work shall not be subject to a penalty for an Unauthorized Subcontract Substitution.

Acceptance by the Board of its Bid shall not entitle Subcontractors to recognition for any direct or contractual relationship with the City, nor shall it constitute approval of the use of any materials other than those specified.

The Contractor shall be responsible for all acts of all Subcontractors at all tiers. The Contractor shall coordinate all work performed by subcontractors in the interest of the City.

All Subcontractors, at all tiers, who will be working on the Project shall be approved in writing by the Inspector prior to beginning Work, regardless of the dollar amount of Work to be performed, and whether or not they were listed in the original Bid.

Requests for approval of all Subcontractors, or request for substitution of a Subcontractor, shall be made in writing to the Inspector, and said request shall contain the following information for each Subcontractor:

- 1) Project Name
- 2) Project Work Order Number
- 3) Subcontractor's Name
- 4) Subcontractor's Address
- 5) Subcontractor's Phone Number
- 6) Subcontractor's Status (WBE, MBE, OBE)
- 7) Subcontractor's State of California Contractor License Number
- 8) Subcontractor's City Business Tax Registration Certificate Number (BTRC)
- 9) Dollar amount of Subcontract work to be performed
- 10) Description of Subcontract work to be performed

Failure to provide any of the information listed will result in denial of approval until such time as the information is provided.

Failure to obtain approval of the Inspector prior to each Subcontractor, at any level, performing Work on the Project may result in suspension of Work by that Subcontractor, removal of Work performed by unapproved Subcontractors, assessment of penalties, and possible sanctions against the Contractor. Failure to obtain approval of any Subcontractor or Sub-subcontractor at any level is subject to a penalty of ten (10) percent of the total amount of work performed by said Subcontractor.

Additional Subcontractors may be added after the time of original Bid. The value of Work to be performed by additional Subcontractors may not be greater than one-half of 1 percent of the Contractor's original total Bid or ten thousand dollars (\$10,000.00), whichever is greater, unless the Subcontractor will be performing Work added by Change Order causing changes or deviations from the original Contract.

The Contractor shall provide the dollar amount of Work to be performed in all requests for additional Subcontractors and/or Sub-subcontractors. Failure to specify a dollar amount of Work to be performed will result in denial of additional Subcontractors until such time as the amount is provided.

Failure of the Contractor to request and obtain approval for a reduction in either a Bid-listed Subcontract amount or the Subcontract amount of a Subcontract added after the original Bid shall result in a penalty of ten percent of the Subcontract amount.

A Contractor whose Bid is accepted may not:

- 1) Substitute any person as Subcontractor in place of a Subcontractor listed in the original Bid, except that the Inspector, acting on behalf of the Board, may consent to the substitution of another Subcontractor for one of the following situations:

- A) When the Subcontractor listed in the original Bid or proposal after having had a reasonable opportunity to do so fails or refuses to execute a written contract, when that written contract, based upon the general terms, conditions, plans and specifications for the project involved or the terms of that Subcontractor's written bid, is presented to the subcontractor by the Contractor.
 - B) When the listed Subcontractor becomes bankrupt or insolvent.
 - C) When the listed Subcontractor fails or refuses to perform its subcontract.
 - D) When the listed Subcontractor fails or refuses to meet the bond requirements of the Contractor as set forth herein.
 - E) When the Contractor demonstrates to the Inspector's satisfaction that the name of the Subcontractor was listed as a result of an inadvertent clerical error.
 - F) When the listed Subcontractor is not licensed pursuant to the State of California Contractor's License Law.
 - G) When the listed Subcontractor refuses to obtain a City of Los Angeles Business Tax Receipt Certificate (BTRC).
 - H) When the Inspector concurs with the Contractor that the Work being performed by the listed Subcontractor is unsatisfactory and not in substantial accordance with the Contract Documents, or the listed Subcontractor is delaying or disrupting the progress of the work.
 - I) When the listed Subcontractor fails to submit an Affirmative Action Plan acceptable to the Inspector.
 - J) When the Board determines that a listed Subcontractor is not a responsible contractor.
- 2) Permit a Subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original Subcontractor listed in the original Bid, without the consent of the Inspector.
 - 3) Other than in the performance of Change Orders causing changes or deviations from the original Contract, sublet or Subcontract any portion of the Work in excess of one half of 1 percent of the Contractor's total Bid as to which its original Bid did not designate a Subcontractor.
 - 4) Reduce the dollar amount of a Bid-listed Subcontract without the written approval of the Inspector.

A request for substitution of any Subcontractor, at any level, whether Bid-listed or not, must be made in writing to the Inspector and must include letter(s) of explanation as to the reason for the requested substitution.

It is considered a substitution if anyone other than the Bid-listed and/or approved Subcontractor(s), including the Contractor, performs any portion of the Work designated to be performed by said Subcontractor.

Failure to obtain approval for a Subcontractor substitution may result in rejection of the affected Work, a penalty of ten (10) percent of the total amount of the Subcontract, and possible sanctions by the City.

All substitutions of Subcontractors, whether MBE/WBE or not, shall be approved in writing by the Board prior to any Work being performed by the substituting Subcontractor.

The Contractor shall conduct a Good Faith Effort prior to approval of any requested Subcontractor substitution, regardless of the status (WBE/MBE/OBE/DBE) of the contractor being substituted for. For MBE/WBE/OBE Subcontractor substitution requests, the Contractor shall comply with the Good Faith Effort requirements of Part III (F) (2) of the Bid Proposal. The Good Faith Effort for any requested Subcontractor substitution must be reviewed and approved by the Special Research and Investigation Section of the General Services Division of the Bureau of Contract Administration, whether the Subcontractor was Bid listed or approved after the Award of the Project.

There shall be no decrease in dollar value of Work to be performed by Subcontractors approved as a substitute for a Bid-listed Subcontractor without a change in scope of the Work to be performed by the originally Bid-listed Subcontractor. Written evidence of a change of scope must be provided by the Engineer prior to approval of a change in dollar value of a Bid-listed Subcontractor.

Prior to approval of the Contractor's request for substitution, the Inspector shall give notice in writing to the Subcontractor affected by the Contractor's request to substitute and of the reasons for the request. The notice shall be served by certified or registered mail to the last known address of the Subcontractor. The listed Subcontractor who has been so notified shall have five (5) Workdays within which to submit written objections to the substitution. Failure to file these written objections within five (5) Workdays of notification shall constitute the listed Subcontractor's consent to the substitution. Notification by the Inspector may be made by phone in lieu of written notification via certified or registered mail if agreed to by the listed Subcontractor and followed by written request. Upon notification by phone, the listed Subcontractor may file written objections within five (5) days of notification.

If written objections are filed, the Inspector shall give notice of at least five (5) Workdays to the listed Subcontractor of a hearing on the Contractor's request for substitution.

The Contractor, as a condition to assert a claim of Inadvertent Clerical Error in the listing of a Subcontractor, shall within two Workdays after the time of the original Bid opening by the Board give written notice to the Inspector and copies of such notice to both the Subcontractor he claims to have listed in error and the intended Subcontractor who had bid to the Contractor prior to Bid opening.

Written notice of an Inadvertent Clerical Error shall be forwarded within two (2) days after the time of the original Bid opening by every Contractor claiming such an error. Failure to forward such notice within the time prescribed shall make any such subsequent claim of Inadvertent Clerical Error invalid.

Any listed Subcontractor who has been notified by the Contractor of an Inadvertent Clerical Error shall be allowed six (6) Workdays from the time of the Bid opening to submit to the Inspector and to the Contractor written objection to the Contractor's claim of Inadvertent Clerical Error. Failure of such listed Subcontractor to file such written notice within the six (6) Workdays shall constitute agreement that an advertent clerical error was made.

The Inspector shall, in the absence of compelling reasons to the contrary, consent to the requested substitution based on an Inadvertent Clerical Error if:

- 1) The Contractor, the Subcontractor listed in error, and the intended Subcontractor each submit an affidavit to the Inspector along any additional information as the parties may wish to submit that an Inadvertent Clerical Error was in fact made, provided that the affidavits from each of the three parties are filed within eight (8) Workdays from the time of the original Bid opening, or
- 2) If such affidavits are filed by both the Contractor and the intended Subcontractor within eight days of the original Bid opening but the Subcontractor whom the Contractor claims to have listed in

error does not submit within six (6) Workdays, to the Inspector and to the Contractor, written objection to the Contractor's claim of Inadvertent Clerical Error as provided in this article.

If such affidavits are filed by both the Contractor and the intended Subcontractor but the listed Subcontractor has, within six (6) Workdays from the time of the original Bid opening, submitted to the Inspector and to the Contractor written objection to the Contractor's claim of Inadvertent Clerical Error, the Inspector shall investigate the claims of all parties and schedule a public hearing before the Board to determine the validity of such claims. Any determination shall be based on the facts contained in the declarations submitted under penalty of perjury by all three parties and supported by testimony given to the Board. The Board may, on its motion or that of any other party, admit testimony of other Contractors, any Bid registries or depositories, or any other party in possession of facts, which may have a bearing on the decision of the Board. The findings of the Board shall be final.

The Contractor shall pay its Subcontractors, within seven (7) days of receipt of each progress payment, the respective amounts allowed the Contractor on account of the work performed by its Subcontractors, to the extent of each Subcontractor's interest therein. Payments to Subcontractors shall be made based on the payment estimate approved for payment by the Inspector.

The Contractor shall forward to the Inspector a monthly report indicating the date and amount of each payment made to its Subcontractors from the most recent progress payment. If the Contractor has a written agreement with any Subcontractor allowing for payment later than 7 days after receipt of each progress payment, the Contractor shall include the written agreement(s) in its monthly report.

00312 RESPONSIBILITY OF CONTRACTOR TO ACT IN EMERGENCY (11/21/01)

When an emergency arises creating an imminent hazard to persons or threatening the loss or damage to property, the Contractor shall take prudent action without instruction from the City. The Contractor shall immediately notify the Engineer and the Inspector of any emergency action taken. During such emergencies, if the Contractor fails to act, the Engineer or Inspector may instruct the Contractor to take action. Should the Contractor still fail to act, the Engineer or Inspector may respond to the emergency with other forces or contractors at the Contractor's sole expense. Claims for additional time, compensation or interest will be rejected if the Contractor's actions or inaction created the emergency. Similarly, any Claims will be offset by the amount that the Contractor's actions or inaction aggravated the emergency.

00313 ASSIGNMENT (2/09/95)

The Contractor shall not assign, transfer, convey or otherwise dispose of this Contract or any of the proceeds thereunder unless written consent of the City has been obtained. No right under this Contract or claim for any proceeds due or to become due hereunder shall be asserted against the City, or persons acting for the City, by reason of any so-called assignment, transfer or conveyance of this Contract or any part thereof unless such assignment, transfer or conveyance has been authorized by the written consent of the City. The instrument of assignment, transfer or conveyance shall contain a clause subordinating the claim of the assignee, transfer or conveyor to all prior liens for services rendered or materials supplied for the execution of the Work.

00314 NOTIFICATION OF HAZARDOUS SUBSTANCES (10/17/01)

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 Inspector and the Engineer. Removal and disposal of the hazardous material not shown on the Plans or addressed in the specifications, if the Engineer 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 Material Safety Data Sheets (MSDS) 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 Engineer and the Inspector 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 MSDS for all hazardous materials the Contractor will be using at the facility. All provisions concerning MSDS for hazardous materials shall be met before the hazardous material is delivered to the site.

The Engineer shall be provided with three (3) copies and the Inspector with four (4) copies of the Contractor's written Hazard Communication Program, Contractor provided MSDS, and all revisions and modifications thereto.

The Contractor and Subcontractors shall comply with all State and Federal statutes and regulations on training, handling, storage, public notification, and disposal of hazardous materials and hazardous wastes. In the event that the Contractor or its Subcontractors spills or releases hazardous materials, the Contractor shall immediately notify the Inspector and the Engineer 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 Engineer deems it necessary, will be done by the City at the Contractor's expense. Further, the Contractor shall notify the Engineer and the Inspector 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 MSDS, which shall be provided to the Inspector before such materials are unloaded.

00315 INDEPENDENT CONTRACTOR (10/21/99)

The Contractor represents that it is fully experienced and properly qualified to perform the class of Work required for the Contract and that it is properly licensed, equipped, organized and financed to perform the Work. The Contractor shall be an independent contractor. The Contractor is not an agent of the City in the performance of the Contract, and shall maintain complete control over its employees and its Subcontractors and Suppliers of any tier. Nothing contained in the Contract or any Subcontract awarded by the Contractor shall create any relationship between any Subcontractor and the City. The Contractor shall perform the Work in accordance with its own methods, in compliance with the terms of the Contract.

00316 INDEMNIFICATION (10/17/01)

Except for the active negligence or willful misconduct of the City, the Contractor undertakes and agrees to defend, indemnify and hold harmless, through legal counsel acceptable to the City, the City, and any and all of the City's 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 and cost of litigation, damage or liability of any nature whatsoever, arising out of or related to the performance or nonperformance by Contractor or its Subcontractors, Sub-Subcontractors, or Suppliers, of any tier, of any portion of the construction of the Project, including but not limited to

Contractor's negligent acts, errors, omissions, breach of contract, breach of warranty (express or implied), or willful misconduct.

It is agreed that such defense and indemnity shall extend to the City's Architect/Engineer or other Design Consultant providing services under written agreement with the City covering any portion of the Project. Provided, however, that the Design Consultant shall be solely responsible for the enforcement of any request made by said Consultant for indemnification or defense by the Contractor. It is further provided that the City shall have no liability whatsoever for any failure of the Contractor to comply with any request from the consultant for indemnity or defense.

It is further agreed that the defense and indemnity obligations of the Contractor under this Article shall not extend to the liability of the Design Consultant or its agents, employees or subconsultants, arising as a result of such indemnitee's own active negligence, errors or omissions or from (1) the preparation or approval of maps, Plans, opinions, reports, surveys, change orders, designs or Specifications, or (2) the giving of or failure to give directions or instructions by the indemnitee provided that such giving or failure to give is the primary cause of the damage or injury.

00317 INSURANCE (1/05/10)

These provisions apply unless otherwise noted in the General Requirements.

A) GENERAL

During the term of this Contract and without limiting the Contractor's indemnification of the City, the Contractor shall provide and maintain at its own expense, insurance having the limits customarily carried and actually arranged by the Contractor but not less than the amounts and types listed on the Insurance Requirements Form in these Contract Documents, covering its operations hereunder subject to the following conditions as they may variously apply:

1) ADDITIONAL INSURED/ADDITIONAL INTEREST/LOSS PAYEE

The City, its Boards, Officers, Agents, and Employees shall be included as:

- a) Additional Insureds in all required General Liability and Automobile Liability insurance.
- b) Named Insureds in all required Owners and Contractors Protective Liability and Builder's Risk insurance policies.
- c) Loss Payee As Its Interest May Appear in all required property, fidelity or Surety coverages.

2) INSURANCE APPROVAL

All insurance required hereunder shall conform to the City requirements established by Charter, ordinance or policy. Evidence of insurance shall be approved by the Office of the City Administrative Officer, Risk Management prior to commencement of any Work or tenancy under this Contract in accordance with the Los Angeles Administrative Code.

3) ALTERNATIVE PROGRAMS/SELF-INSURANCE

Alternative Risk Financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the City has reviewed their financial statements.

4) ADMITTED CARRIER/LICENSED CALIFORNIA BROKER

All Insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the City.

Non-admitted coverage must also contain a Service of Suit provision whereby the underwriters will submit as necessary to any court of competent jurisdiction in California and agree that all matters arising thereunder will be determined in accordance with the law and practice of such court. It must further give the name and address of the underwriter's agent for service of process located within California or must nominate the California Insurance Commissioner as such agent.

5) CONTRIBUTION NOT REQUIRED

The Contractor's insurance shall be primary and will not require contribution or shall be endorsed to effect these provisions.

6) CANCELLATION/REDUCTION IN COVERAGE NOTICE

With respect to the interest of the City, if an insurance company elects to cancel insurance before the stated expiration date, or declines to renew in the case of a continuous policy, or materially reduces the coverage period by changing the retroactive date (if any), or the extended discovery period (if any), or reduces the stated limits other than by impairment of an aggregate limit, or materially reduces the scope of coverage which affects the City's interest, the company will provide the City at least thirty (30) calendar days (ten (10) calendar days for non-payment of premium) prior written notice of such election. Notice will be addressed as follows: CAO-RISK MANAGEMENT, MAIL STOP 132, CITY HALL EAST 1240, 200 NORTH MAIN STREET, LOS ANGELES, CA 90012-4190.

7) ACCEPTABLE EVIDENCE

Electronic submission via Track4LA™, the City's online insurance compliance system (<http://track4la.lacity.org>), is the preferred method for submitting evidence of insurance. Track4LA™ can be used by insurance brokers and agents to submit Contractor insurance certificates directly to the City using the ACORD 25 Certificate of Liability Insurance in electronic format. Insurance Industry Certificates of Insurance other than the ACORD 25 may also be accepted. However **all** Certificates must provide a thirty (30) days' notice provision (ten (10) days for non-payment of premium) AND an Additional Insured Endorsement naming the City an additional insured completed by Contractor's insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Insurance Certificate must state that the City is an automatic or blanket additional insured. An endorsement naming the City as an insured is required on all Builder's Risk policies. An endorsement naming the City as Loss Payee as its Interest may appear is required on all property, fidelity or Surety coverages.

Alternatively, the Contractor may submit a copy of the full insurance policy containing language which complies with subparagraphs 1) through 6) above.

Additional Insured Endorsements DO NOT apply to the following:

- Indication of compliance with statute, such as Workers' Compensation Law.
- Professional Liability insurance.

8) SEPARATION OF INSURED

Except with respect to the insurance company's limits of liability, each liability insurance policy shall apply separately to each insured against whom a claim or suit is brought. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

9) RENEWAL

Once the insurance has been approved by City, evidence of renewal of an expiring policy may be submitted on a manually signed renewal endorsement or certificate form. If the policy or carrier has changed, however, new evidence as specified in paragraphs 1) through 8) above, must be submitted.

B) AGGREGATE LIMITS/REDUCTION IN COVERAGE

If any of the required insurance coverages contain annual aggregate limits, the Contractor must give the City written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. Further, the Contractor must take appropriate steps to restore the impaired aggregate limits or provide replacement insurance protection within thirty (30) days of knowledge of same. The City may, at its option, specify a minimum acceptable aggregate for each line of coverage required.

The Contractor shall not make any substantial reductions in scope of coverage (e.g., elimination of contractual liability or reduction of discovery period) which may affect the City's protection without the City's prior written consent.

C) MODIFICATION OF COVERAGE

The City reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving the Contractor ninety (90) calendar days advance written notice of such change. If such change should result in substantial additional cost to the Contractor, the City agrees to negotiate additional compensation.

D) FAILURE TO PROCURE INSURANCE

The Contractor's failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the City may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the City's interests and pay any and all premiums in connection therewith, and recover all monies so paid from the Contractor.

E) UNDERLYING INSURANCE

The Contractor shall be responsible for requiring indemnification and insurance as it deems appropriate from its consultants, agents and Subcontractors, if any, to protect the Contractor's and the City's interests, and for ensuring that such persons comply with any applicable insurance statutes. The Contractor should seek professional advice in this regard.

F) WORKERS' COMPENSATION

By signing this Contract, the Contractor hereby certifies that it is aware of the provisions of Section 3700 et seq., of the Labor Code which require 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 it will comply with such provisions at all such times as they may apply during the performance of the Work pursuant to this Contract.

A waiver of subrogation in favor of the City will be required when Work is performed on City premises under hazardous conditions. The Contractor's Workers' Compensation and Employer's Liability insurance shall be endorsed accordingly.

G) ALL RISK BUILDER'S RISK/INSTALLATION FLOATER

During the course of construction, the Contractor shall secure and maintain an All Risk Builder's Risk Insurance policy covering loss, damage or destruction of property, including materials in transit and stored on and off site, in an amount equal to the value of the construction and materials on hand.

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.

Coverage shall remain in force until the Work is completed and accepted by the City. Acceptable evidence of coverage shall be in the form of an endorsement to the policy which names the City as a Named Insured and as Loss Payee As Its Interest May Appear.

H) TYPICAL COVERAGES REQUIRED

The coverages required in A above shall be at least as broad as:

- 1) General Liability: Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) with an edition date prior to 2004. Coverage shall include protection for the City as additional insured with regard to the completed operations hazard.
- 2) Automobile Liability: Insurance Services Office Form Number CA 00 01 covering Automobile Liability, code 1 (any auto).
- 3) Professional Liability: If applicable, errors and omissions liability appropriate to the consultant's profession, with a discovery period of not less than twelve (12) months after completion of Work or termination of Contract.

I) TYPICAL LIMITS OF LIABILITY

Unless otherwise specified in Form Gen. 146/IR, the Contractor shall maintain limits no less than:

- 1) General Liability: \$1,000,000 per occurrence, \$2,000,000 aggregate for bodily injury and property damage. A separate aggregate shall apply to completed operations.
- 2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- 3) Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
- 1) Professional Liability: \$1,000,000 per claim.

K) CONTRACT BONDS

Before the execution of the Contract by the Board, the Bidder shall file with the Board Surety bonds satisfactory to the Board in the amounts and for purposes noted below. Bonds shall be duly executed by a responsible corporate Surety, authorized to issue such bonds in the State of

California and secured through an authorized agent with an office in California. Bonds shall be issued by a Surety who is listed in the latest revision of U.S. Department of Treasury Circular 570, is authorized to issue bonds in California, and whose bonding limitation shown in said circular is sufficient to provide Bonds in the amount required by the Contract. The Bidder shall pay all Bond premiums, costs, and incidentals. On Contracts estimated by the Engineer to be less than \$2 million, Bonds may be obtained from an insurance company with a Certificate of Authority from the California Insurance Commissioner authorizing the company to write Surety insurance within the State of California.

Each Bond shall be signed by both the Bidder and the Surety, and the signature of the authorized agent of the Surety shall be notarized.

The Bidder shall provide two good and sufficient surety bonds. The "Payment Bond" (Material and Labor Bond) shall be for not less than one hundred percent (100%) of the Contract Price, to satisfy claims of material suppliers and of mechanics and laborers employed by it on the Work. The bond shall be maintained by the Contractor in full force and effect until the Work is accepted by the Board, and until all claims for materials and labor are paid, and shall otherwise comply with the California Civil Code.

The "Performance Bond" shall be for one hundred percent (100%) of the Contract Price to guaranty faithful performance of all Work, within the time period prescribed, in a manner satisfactory to the Board, and that all materials and Workmanship will be free from original or developed defects, and comply with requirements and guaranty specified in "Guaranty-Warranty" of the General Requirements.

Should any Surety at any time be unsatisfactory to the Board, notice will be given the Contractor to that effect. No further payments shall be deemed due or will be made under the Contract until a new Surety shall qualify and be accepted by the Board.

Changes in the Work, or extensions of time, made pursuant to the Contract, shall in no way release the Contractor or Surety from its obligations. Notice of such changes or extensions shall be waived by the Surety. In addition to the bonds detailed above, the Contractor shall provide a guarantee bond as detailed in "Guaranty-Warranty" of the General Requirements.

Assistance in obtaining the City-required bid, payment and performance surety bonds is available through the City of Los Angeles Bond Assistance Program at (213) 258-3000 or <http://cao.lacity.org/risk/BondAssistanceProgram.pdf>.

00318 SERVICE OF NOTICE (2/09/94)

The delivering of any notice, instruction, claim or protest, or other written communication, personally to the Contractor or the Contractor's Representative or to the Engineer, the Inspector, or to the City Clerk of the City shall constitute service therefore upon the Contractor, the Engineer, the Inspector, or the City, respectively.

The depositing of a post-paid (Registered Mail) wrapper directed to the official address of the Contractor, the Engineer, the Inspector, or the City in any post office, of any notice, instruction, claim or protest, or written communication, shall be deemed sufficient service thereof upon the Contractor, the Engineer, the Inspector, or the City, respectively, and the date of said service shall be the day following the date of postmark.

The official address of the Contractor shall be the address given in the accepted Bid or such other address as the Contractor may subsequently designate in writing either to the Engineer or to the City. The official address of the Engineer, the Inspector, and the City will be supplied to the Contractor after the award.

00319 AGENT TO ACCEPT SERVICE (10/21/99)

The Contractor shall maintain within Los Angeles County a duly authorized agent as identified in the Article entitled Service of Notice to accept service of legal process on its behalf, and shall keep the City advised of such agent's name and address during the duration of the Contract and for three (3) years after the Final Payment, or as long as the Contractor has warranty obligations under the Article entitled "Guaranty-Warranty" of General Requirements, whichever period terminates later. In the event that no such duly authorized agent is on file with the City, the Contractor agrees that the Secretary of State of the State of California shall be the Contractor's agent for service of legal process.

00320 – 00399 NOT USED

00400 TEMPORARY SUSPENSION OR DELAY OF WORK (9/18/07)

If the Work of the Contract is suspended or delayed, the Contractor shall so notify the Engineer within twenty-four (24) hours after the start thereof. If the Contractor is entitled to reimbursement for such suspension or delay, as specified hereinafter, the Contractor shall submit a completely detailed statement of the costs thereof, to the Engineer, within twenty (20) calendar days after the termination thereof. Failure to submit such statement of costs or notification within the time specified shall be deemed a waiver of any claims for delay or damages or both by the Contractor.

If the Work of the Contract is suspended or delayed through no fault of the City, except as provided for in Unavoidable Delay of these General Conditions, all expenses and losses shall be borne by the Contractor with no time extension, additional reimbursement for extended overhead, or interest on monies due, allowed to the Contractor.

If the Work of the Contract is suspended or delayed by an act of the City, or by failure of the City to furnish required information, and the Contractor thereby incurs expenses or sustains losses which could not have been avoided by the judicious handling of forces and equipment, and if by a diligent prosecution of the Work the Contractor could not have completed the Work before such suspension, the Contractor will be paid such amount as the Engineer may find to be a fair and reasonable compensation for such part of the Contractor's actual loss. In no case shall any compensation be made to cover any loss other than actual cash paid for wages, rental of equipment, and materials used in protection of the Work, all of which must be supported by satisfactory written evidence. Such wages shall not include the wages or salary of any individual not necessary for protection of the Work. The Contractor shall not be entitled to any mark-up for overhead or profit on damages or for extended duration or for interest on monies due for work satisfactorily completed prior to the suspension or delay.

The Contractor shall maintain complete and accurate daily records of all costs due to delay, clearly distinguishing them from the costs of other portions of the Work, and shall submit a detailed written report of such costs to the Engineer and the Inspector within twenty (20) calendar days of incurring the delay. Failure to comply shall result in waiver by the Contractor to any claims for additional payment and schedule change. In addition, the Contractor shall submit evidence of any cause of delay specified herein if it has not already done so.

As soon as practicable, following receipt of such report and evidence, if required, the Engineer will determine the nature and extent of such costs and will, if the Engineer finds that payment is due, issue a Change Order therefor, subject to the provisions in "Change Orders" of the General Requirements. If the Engineer determines that payment is not due, the Contractor will be so advised in writing. Should the Contractor disagree with such finding, Contractor may submit a notice of protest to the Engineer as provided in Claims and Protests. The Contractor shall provide the Engineer with access to its daily cost records or certified copies thereof as requested. All such records shall be retained by the Contractor and open to inspection and audit by the City and the Engineer. Except for the additional compensation

provided hereinbefore, the Contractor shall have no claim for damage or compensation for any delay or hindrance whether or not contemplated by the Contract.

00401 UNAVOIDABLE DELAY (10/17/01)

Should the Contractor be obstructed or delayed in the completion of the Work from causes beyond its control and without its fault or negligence, and solely due to acts of God, acts of government in its sovereign capacity, riots, insurrections, wars, fires, floods, earthquakes, tidal waves, epidemics, quarantine restrictions, industry-wide strikes, freight embargoes, or unusually severe weather, it shall be entitled to a noncompensable extension of time.

The Contractor shall only be entitled to a noncompensable extension of time for Unavoidable delay in the Work which negatively impacts the critical path of the approved project schedule, and causes the Work of the project to extend beyond the approved Contract Completion date.

The Contractor shall be entitled to a noncompensable time extension only if it notifies the Engineer and the Inspector immediately at the time the Contractor is prevented from proceeding with the Work and follows with written notification of the causes of the delay within five (5) calendar days from the beginning of any delay. Also, the Contractor shall notify the Engineer and the Inspector immediately at the end of the delay and follow up with written notification of the cessation of delay within five (5) calendar days from the end of the delay.

Any claim for a time extension shall be made in writing within twenty (20) calendar days after the conclusion of the delay. The Engineer and the Inspector shall ascertain the facts and the extent of the delay and extend the time for completing the Work if, in their judgement, the findings of fact justify such an extension. The Engineer's decision shall be final and conclusive, subject only to appeal as provided by Claims and Protests.

00402 ARCHAEOLOGICAL AND PALEONTOLOGICAL DISCOVERIES (9/18/07)

If items of archaeological or paleontological interest are discovered, the Contractor shall immediately cease excavation in the area of discovery and shall not continue until ordered by the Engineer. When resumed, excavation operations within the area of discovery shall be as directed by the Engineer.

Such discoveries include antiquated dwelling sites, stone implements or other artifacts, animal bones, human bones, fossils and the like. The Contractor shall be entitled to an extension of time and compensation in accordance with the provisions of Temporary Suspension or Delay of Work.

00403 COORDINATION WITH OTHER CONTRACTS (1/30/03)

The Board may allow other work at the site by the City's own forces, utility owners or other direct contracts. If such other work to be performed was not noted in the Contract Documents, written notice thereof will be given to the Contractor prior to starting any such other work; and, if the Contractor believes that such performance will involve additional expense to the Contractor or requires additional time and the parties are unable to agree as the extent thereof, the Contractor may make a claim therefor as provided under Claims and Protests.

Paving of roadway areas shall be withheld until planned utility changes or installations have been made under City permits and until verifications of completion of all such changes or installations have been received by the Inspector. The Contractor is responsible for assuring that verifications are submitted by the utilities. Underground final inspection and acceptance of sewer and storm drain installations shall precede paving operations.

The Contractor shall afford each utility owner and other contractor who is a party to such a direct contract (or the City, if the City is performing the additional work with City employees) proper and safe access to

the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work, and shall properly connect and coordinate the Work with theirs. The Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. The Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the Engineer and the others whose work will be affected. The duties and responsibilities of the Contractor under this Article are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of the Contractor in said direct contracts between the City and such utility owners and other contractors.

If any part of the Contractor's work depends upon proper execution or results of the work of any such other contractor or utility owner or the City, the Contractor shall inspect and promptly report to the Engineer in writing any delays, defects or deficiencies in such work that renders it unavailable or unsuitable for such proper execution and results. The Contractor's failure to do so will constitute an acceptance of the other Work as fit and proper for integration with the Contractor's Work. The exception is latent defects in the other work.

00404 TERMINATION OF CONTRACT BY CITY (CONTRACTOR NOT AT FAULT) (9/18/07)

The Contract may be terminated, in whole or in part, at any time, by the City, at its sole discretion, without cause and for the City's convenience. Such termination will be accomplished by delivery of a written "Notice of Termination" to the Contractor, specifying the extent to which performance of the Work under the Contract or portion of the Contract shall be terminated and the date upon which such termination shall become effective.

After receipt of a Notice of Termination, except as otherwise directed by the City, the Contractor shall:

- 1) Stop Work under the Contract on the date and to the extent specified in the Notice of Termination.
- 2) Notify the City in writing of all outstanding orders, Subcontracts and contracts entered into by Contractor for performance of the Work, including the (i) name and address of the vendor, supplier or Subcontractor; (ii) a copy of the complete contract, order or Subcontract; (iii) an accounting of the Work performed and compensation earned by the vendor, supplier or Subcontractor, and (iv) such other information as the City may request to assist it in determining whether to terminate or accept assignment of the order, Subcontract or contract.
- 3) Upon written notice by City, terminate all Subcontracts, orders and contracts, of any tier, related to the performance of the Work that the City determines shall be terminated and not assigned. Place no further orders or Subcontracts for Goods or services, except as may be necessary for completion of that portion of the Work that has not been assigned.
- 4) Place no further orders or Subcontracts for Goods or services, except as may be necessary for completion of that portion of the Work that has not been terminated.
- 5) Settle outstanding liabilities and Claims arising out of such termination of orders and Subcontracts, with the Acceptance of the City if required (which Acceptance shall be final for the purposes of this Article).
- 6) Assign to the City in the manner, at the times, and to the extent directed by the City all of the rights, titles, and interests of the Contractor under such orders, contracts and Subcontracts so terminated.
- 7) Transfer title and deliver to the City in the manner, at the times and to the extent directed by it, the fabricated or unfabricated parts, Work in process, completed Work, supplies, and other

Goods procured as a part of, or acquired in connection with the performance of the Work terminated; and completed or partially completed plans, drawings, information and other items that would have been required (per the Specifications) to be furnished to the City if the Contract had been completed.

- 8) Use its best efforts to sell the property of the types referred to above in the manner, at the times, to the extent, and at the price(s) directed or authorized by the City, providing that the:
 - A) Contractor is not required to extend credit to any purchaser;
 - B) Contractor may acquire any such property under the prescribed conditions; and/or proceeds of any such transfer or disposition are applied or otherwise credited to reduce payments made by the City to the Contractor under the Contract.
- 9) Take any action that may be necessary, or that the City may direct, for the protection and preservation of the property related to the Contract that is in the possession of the Contractor and in which the City has or may acquire an interest.
- 10) Complete performance of that portion of the Work that has not been terminated by the Notice of Termination, as applicable and in accordance with the Contract.

After receipt of a Notice of Termination for the City's convenience, the Contractor shall submit its termination Claim to the City requesting payment of such sums as are permitted under the terms of this Article, in the form and with the certification(s) prescribed by the City for Claims and Protests. Such Claim shall be submitted promptly but in no event later than thirty (30) days from the effective date of termination, unless one or more extensions are granted in writing by the City upon written request by the Contractor during such six-month period or authorized extension thereof. However, the City may receive and act upon any termination Claim at any time after the thirty (30) days period or any extension thereof, if it determines that the facts justify such action. Upon failure of the Contractor to submit its termination Claim within the time specified, the City will determine the amount due the Contractor, if any, on the basis of information available, and will pay the Contractor the amount so determined. Such determination shall be final and binding and payment shall be in full settlement for the Work performed under the Contract.

Subject to the provisions of this Article, the Contractor and the City may agree upon the total or partial amount to be paid to the Contractor by reason of the total or partial termination pursuant to this Article. The agreed upon amount shall under no circumstances include any sum for lost profits on the terminated portion of the Work or for consequential damages, of any kind. If agreement is reached, the Contract will be amended by Modification accordingly and the Contractor will be paid the agreed upon amount.

In the event of failure of the Contractor and the City to agree on the total amount to be paid the Contractor by reason of the termination of Work pursuant to this Article, the City will pay the Contractor the amounts determined by the City as follows, exclusive of any amounts agreed upon in accordance with the preceding Paragraph:

The Contractor's actual cost for the Work properly performed by the Contractor as of the date of termination, including a 5% allowance for profit on such costs; plus, the reasonable cost of preserving and protecting property; plus, other reasonable costs incidental to the termination of the Work under the Contract, including expense incurred to determine the amounts due; provided however, that the maximum payable or paid for any portion of the completed Work shall not exceed the values listed in the corresponding bid item of Schedule of Values.

The total sum to be payable or paid to the Contractor, exclusive of the settlement amounts described in the Paragraph immediately above, shall not exceed the total Contract Price less the:

- 1) Payments made previously by the City for the Work; plus

- 2) A prorated portion of the total Contract Price for the terminated portion of the Work as determined by the Engineer.

Except for normal spoilage and to the extent that the City will have otherwise expressly assumed the risk of loss, the fair value (as determined by the City) of property that is destroyed, lost, stolen, or damaged (so as to become undeliverable to the City or other buyer as described above) shall be excluded from the amounts paid to the Contractor.

In arriving at the amount due the Contractor under this Article, a deduction shall be made for the following:

- 1) Any claim that the City may have against the Contractor in connection with the Contract; and
- 2) The agreed upon price for and/or proceeds from the sale of goods or other items acquired or sold by the Contractor that have not been otherwise recovered by or credited to the City.

Under such terms and conditions as it may prescribe and at its sole discretion, the City may make partial payments against costs incurred by the Contractor in connection with terminated portion of the Contract whenever the City decides that the aggregate of such payments is within the amount to which the Contractor is entitled hereunder. If the total of such payments is in excess of the amount finally agreed upon or determined to be due under this Article, such excess shall be payable by the Contractor to the City upon demand together with interest at a rate equal to that set forth in California Code of Civil Procedure, Section 685.010.

Under no circumstances shall the Contractor be entitled to anticipatory or unearned profits or consequential damages as a result of a termination of partial termination under this Article, or for any other termination by the City. The payment to the Contractor determined in accordance with this Article shall constitute the exclusive remedy of the Contractor for termination hereunder.

Anything contained in the Contract to the contrary notwithstanding, a termination under this Article shall not waive any right or claim to damages that the City may have; the City may pursue any course of action that it may have by law or under the Contract; and shall not relieve Contractor of its warranty obligations with respect to any Work performed prior to such termination.

If the termination hereunder is only for a part of the Work, the Contract Price shall be reduced by the amount of the Contract Price applicable to the portion of the Work which is terminated, including overhead and profit, on the basis of one or more of the following:

- 1) Unit prices stated in the Contract or agreed upon by the City and the Contractor.
- 2) A lump sum determined by the Engineer, based on the estimate costs including overhead and profit of the terminated portions of the Work.

00405 TERMINATION OF CONTRACT BY CITY (CONTRACTOR DEFAULT) (9/18/07)

In the event of conduct by the Contractor which is determined by the Engineer or the Inspector to constitute default, the City may either suspend the Work under the provisions of Temporary Suspension or Delay of Work of these General Conditions or, upon ten (10) calendar days' written notice to the Contractor, terminate the Contract as provided herein. Default by the Contractor shall occur whenever it shall declare bankruptcy; become insolvent or assign its assets for the benefit of its creditors; fail to provide materials, equipment, or workmanship meeting the requirements of the Specifications; disregard or violate provisions of the Contract Documents or the Engineer's or the Inspector's instructions; cause a material breach of the Contract; fail to prosecute the Work according to the approved progress schedule; or fail to provide a qualified representative, competent workers or Subcontractors. Upon request, the

Contractor will be provided a hearing by the Board to contest the recommendation of the Engineer or the Inspector as to default by the Contractor.

In the event the Contract is terminated pursuant to this Article, the City may take possession of the Work and of all materials, tools, equipment, and property of the Contractor, which have been provided in connection with the Work, and may complete the Work by whatever method or means the City may select. The unpaid balance of the Contract cost for completing the Contract Work shall be used to complete the Work in accordance with the Contract Documents. If cost of completing the Work exceeds the unpaid balance, the Contractor shall pay the excess amount to the City. If such cost is less than the unpaid balance, the Contractor shall not have claim to the difference except to such extent as may be necessary, in the opinion of the Engineer, to reimburse the Contractor or the Contractor's sureties for any unpaid expense properly incurred for materials, tools, equipment, property, and labor devoted to the prosecution of the Work, or which the City shall have received the benefit. In computing such expenses, as it relates to equipment and property, the salvage value at completion of Work shall be deducted from the salvage value at the time the Contract was terminated, and the difference shall be considered as an expense. If after termination for failure of the Contractor to fulfill contractual obligations (Contractor Default), it is determined by a Court of competent jurisdiction that the Contractor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the City. In such an event, adjustment of the Contract Price shall be made as provided in Termination of Contract by City (Contractor Not at Fault)".

00406 PARTIAL ACCEPTANCE (9/18/07)

The City shall have the right to utilize or place into service any item of equipment or other usable portion of the Work prior to completion of the entire project. The Engineer will notify the Contractor in writing identifying the specific portion or portions of the Work to be so utilized or otherwise placed into service. Following inspection by the Bureau of Contract Administration's Final Inspector and completion of a Partial Final Inspection Correction List, a "Statement of Partial Completion" will be issued.

It shall be understood by the Contractor that until a "Statement of Partial Completion" is issued, all responsibility for care and maintenance of all items or portions of the Work to be placed in use shall be borne by the Contractor. Upon issuance of a "Statement of Partial Completion", the City will accept responsibility for the protection and maintenance of all such items or portions of the Work described in the written notice, and it is further understood that the manufacturer's warranties of any affected equipment will commence not later than the date for commencement of the warranties indicated on the "Statement of Partial Completion". However, the Contractor shall retain full responsibility for satisfactory operation of the total project and the Contractor's guarantee period shall commence only after the issuance of the Statement of Completion. Such guarantee of total systems operation shall include that portion or portions of work covered by the "Statement of Partial Completion".

The issuance of a "Statement of Partial Completion" for any part of the Work shall not relieve the Contractor of its obligation to promptly remedy any omissions and latent or unnoticed defects in the Work covered by the "Statement of Partial Completion". The City shall have the right to restrict the Contractor's use of the occupied portion of the Work but shall allow the Contractor reasonable access to complete or correct items required by the Contract Documents.

The City may, if the Work is progressing satisfactorily, release part of the retention on portions of the Work for which a "Statement of Partial Completion" has been issued, provided that the following conditions have been met:

- 1) Partial Final Inspection corrections have been completed to the satisfaction of the Inspector on the portions of work to be utilized or placed into service;

- 2) The Contractor submits a written request to the Inspector for release of retention which includes a verifiable valuation of the identified portions of the Work covered by the "Statement of Partial Completion";
- 3) Impacted Subcontractors, major suppliers and the Contractor's Surety all agree in writing to release of retention;
- 4) There are no Stop Notices on file with the Board against the Contractor involving any portion of the affected Work; and
- 5) Both the Engineer and Inspector agree that a portion of the retention should be released for the affected Work.

00407 FINAL ACCEPTANCE (02/21/08)

When all work has been completed to the satisfaction of the Inspector, the Inspector shall request in writing a Full Final Inspection be performed by the Final Inspector. The Full Final Inspection conducted by the Final Inspector may include the Contractor and the Engineer. A Final Inspection Correction List will be provided to the Contractor and the Engineer upon completion of the Final Inspection. All corrections listed on the Final Inspection Correction List shall be completed within thirty (30) days of issuance of the Final Inspection Correction List. Failure to complete all corrections within thirty (30) days of issuance of the Final Inspection Correction List shall result in the Final Inspection being performed again.

The date of completion of the Project shall be the date of Final Field Acceptance of the Project when all physical corrections have been completed. The Final Inspector will issue the Statement of Completion indicating the date of Final Field Acceptance of the Project.

If there are no physical corrections to be completed following the Full Final Inspection, the Final Inspector will issue the Statement of Completion indicating the date of Final Field Acceptance of the Project.

Final Field Acceptance of the Project shall establish the following:

- 1) Start date of the Contractor's material and workmanship Guaranty-Warranty for the total Project.
- 2) Start date of any equipment or material warranties which had not previously been started.
- 3) Date the City assumes responsibility for maintenance, security, and safety of the Project.

Upon issuance of the Statement of Completion by the Final Inspector and completion of all administrative requirements of the contract, the Inspector of Public Works and City Engineer shall prepare a Joint Report which contains the recommendation of the Inspector of Public Works that the Board accept the Project. The Board will formally accept the project based on the information contained in the Joint Report.

00408 LIQUIDATED DAMAGES (9/18/07)

Time is of the essence in completing the Work required by the Contract. If the Contractor fails or refuses to complete the Work or any part thereof within the time fixed by the terms of the Contract, or any approved extension thereof, the actual damage to the City due to the delay will be difficult or impossible to determine. In lieu thereof, the Contractor shall pay to the City, as fixed and agreed, liquidated damages for each day of delay in completion, the sum or sums as set forth in the Contract Documents. The Contractor shall be liable for the amount thereof. The City reserves the right, however, to terminate the

Contractor's completion of the Work, charging against the Contractor and its sureties any excess cost occasioned the City thereby, together with liquidated damages accruing until such time as the City may reasonably complete the Work.

Permitting the Contractor to continue and complete the Work, or any portion thereof, after the time fixed herein for completion, or after the expiration of any extensions of said time, shall in no way operate as a waiver on the part of the City of any of its rights under the Contract.

00409 – 00499 NOT USED

00500 CHANGES AND EXTRA WORK (9/18/07)

The Engineer may, at any time, without notice to the Sureties, by written order designated or indicated to be a Change Order, order performance of extra work or make any change, addition or deletion in the Work, including but not limited to changes in the Specifications including Plans and designs; in the time, method or manner of performance of the Work; in the City furnished facilities, equipment, materials, services, or site; or directing acceleration in the performance of the Work.

Upon receipt of such Change Order, the Contractor shall promptly proceed with the Work covered thereby, which shall be performed in accordance with the provisions of the Contract Documents except as otherwise specifically provided.

In the event that Contractor receives any written order or direction by the Engineer or Inspector that is not so designated or indicated to be a Change Order, but which Contractor believes to constitute an extra, change, addition or deletion in the Work, then Contractor shall, prior to performance of any Work related thereto, give written notice to the Engineer and Inspector confirming Contractor's belief that such order or direction is believed to be a Change Order within one (1) working day of Contractor's receipt of such order or direction. Compensation for the extra, change, addition, or deletion in the Work will be in accordance with the provisions of "Change Orders" of the General Requirements.

Contractor conclusively waives any right to additional compensation, costs, expenses, damages or extension of time associated with an extra, change, addition or deletion to the Work that is performed by Contractor without either (i) a written order signed by the Engineer designated or indicated to be a Change Order and any change, addition or deletion, or (ii) a written notice issued by Contractor in accordance with the provisions of this Article.

During the progress of the Work, it may be necessary for the Engineer to issue written field orders in the form of an Emergency Change Order. Upon receipt, The Contractor shall immediately proceed with the Engineer's written directive to the limits described in Authority of the Board, Engineer, and Inspector.

Except as provided in this Article, no other order, statement, or conduct of the Engineer or Inspector shall be treated as a change under this Article or shall entitle the Contractor to an adjustment in the Contract Price or Contract Completion Date.

Except for claims based on defective Specifications, no Claim for any change under this Article shall be allowed for any costs incurred more than twenty (20) calendar days before the Contractor gives written notice as required. Except as otherwise provided in the Contract Documents, in the case of defective specifications for which the Engineer is responsible, the adjustment shall include any increased cost the Contractor reasonably incurred in attempting to comply with those defective specifications.

If the Contractor intends to assert a Claim for an adjustment in the Contract Price under this Article, it must, within twenty (20) calendar days after receipt of a written Change Order or the furnishing of a

written confirmation notice as hereinbefore specified, submit a written statement to the Engineer setting forth the general nature and monetary extent of such claim and all factual grounds therefor, including documented actual costs. The Contractor may include the statement of claim in the written notice as hereinbefore specified. Failure to comply with the twenty (20) calendar day notice requirement shall be deemed a waiver of Claims by the Contractor.

No adjustment shall be made under this Article for any suspension, delay, interruption, change or any other cause, to the extent that an adjustment is provided for or excluded under any other provision of the Contract.

Recovery of compensation, costs, expenses or damages resulting from delay, disruption, hindrance, or interference in the performance of the Work (including without limitation interruption of schedules, extended, excess or extraordinary field overhead and indirect overhead costs, loss of productivity and the impact, ripple or cumulative effect on other Work), shall not be permitted, and all rights thereto are conclusively waived by Contractor.

No Claim by the Contractor shall be allowed if the Claim is made after final payment under this Contract.

00501 DIFFERING SITE CONDITIONS (9/18/07)

Upon discovery and before further disturbance of any differing site conditions, the Contractor shall immediately notify the Inspector and the Engineer, followed by a written notice to the Engineer within twenty-four (24) hours of subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents; or unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the Work of the character provided for in this Contract; or materially differing from that represented in the Contract Documents which the Contractor believes may be hazardous waste (as defined in the California Health and Safety Code and is required to be removed to a Class I, Class II or Class III disposal site in accordance with provisions of existing law).

The Engineer will promptly investigate the conditions. If the Engineer finds that conditions materially differ and will cause an increase or decrease in the Contractor's cost or the time required to perform any part of the Work, the Engineer will adjust the Contract by Change Order.

If the Contractor disagrees with the Engineer's determination the Contractor may request an adjustment to the Contract Price or Contract Completion Date. Within twenty (20) calendar days after it first discovered, or should have discovered in the exercise of diligence and extreme care, the existence of such Differing Site Condition, submit a written statement setting forth a detailed cost breakdown described in "Change Orders" of the General Requirements. The statement must include the Contractor's basis and calculation of the costs saved or incurred, detailed information demonstrating the effect on the Contractor's schedule of performance (in the same manner as required by the Contract Documents for requesting an extension of time), identification of the Escrow Bid Documents that formed the basis of the Contractor's Bid to perform the Work affected by such conditions, and a complete and detailed explanation of the factual basis for the request.

Failure by the Contractor to strictly comply with the requirements of this Article concerning the timing and content of any notice of Differing Site Conditions or of any request for adjustment in Contract Price or Contract Completion Date based on Differing Site Conditions shall be deemed a waiver of any Claim by the Contractor for increase in the Contract Price or extension of the Contract Completion Date by reason of such conditions.

No Claim by the Contractor for an adjustment hereunder shall be allowed if asserted after final payment under this Contract.

00502 – 00599 NOT USED

00600 CLAIMS AND PROTESTS (9/18/07)

A Claim that involves an extra, change, addition or deletion to the Work as set forth in Changes and Extra Work shall arise upon issuance of a final decision of the Engineer denying, in whole or in part, a request for adjustment in the Contract Price or Contract Completion Date; provided however, that failure to comply with the requirements of the articles for Changes and Extra Work or Differing Site Conditions shall be conclusively deemed to constitute grounds to deny such Claim.

A Claim that does not involve an extra, change, addition or deletion to the Work may be asserted only if the Contractor shall immediately and prior to performing the Work affected thereby give written notice to the Engineer and the Inspector of such circumstances and of Contractor's intention to file a Claim based thereon. Unless otherwise directed by the Engineer, the Contractor shall proceed without delay to perform the Work and to conform to any order, instruction, or decision of the Engineer with respect thereto.

The Contractor shall, within twenty (20) calendar days after it first knew, or in the exercise of diligence and extreme care should have known, of the circumstances giving rise to the Claim, file a written Claim with the Engineer, stating in detail all objections, grounds and reasons therefor. The Contractor shall, upon instruction by the Engineer or the Inspector, provide, within ten (10) days or such other time as agreed to between the Engineer, and the Contractor, any and all documents, records or other materials identified by the Engineer or the Inspector as necessary for the resolution of the Contractor's Claim.

Claims seeking time extensions shall be accompanied by such documentation as is required by "Contractor's Construction Schedule and Reports" of the General Requirements. Claims seeking recovery of compensation or adjustments to the Contract Price, whether or not based on extras, changes, additions or deletions to the Work, shall be in the form of Change Order Cost Quotations prepared in accordance with and subject to all of the requirements of "Change Orders" of the General Requirements, including without limitation the prohibition on use of "total cost" and "modified total cost" methodologies.

Contractor waives all rights to assert any claims or seek any relief in the form of extensions of time or recovery of additional compensation, costs, expenses, damages from the City that are not presented as a Claim in the manner specified and within the time stated herein. Contractor further hereby agrees that in the interest of avoiding the additional expense and potential inequity of piecemeal resolution of Claims, all decisions by Engineer shall be final and binding not only as to all matters asserted in the Claim, but also as to all matters (including without limitation all rights to extensions of time and recovery of extra compensation, costs, expenses and damages) not asserted in the Claim that were known to Contractor, or that could have been reasonably discovered by Contractor in the exercise of diligence and extreme care, at the time of submission of the Claim and that are in any way related to the subject matter of the Claim. All orders, instructions and decisions of the Engineer or the Inspector will be limited to matters properly falling within their respective authority as specified in Authority of the Board, Engineer and Inspector.

The Contractor will be informed of the Engineer's or the Inspector's decision within thirty (30) days after the Contractor last submits data pertinent to the Claim previously mentioned. In the case of a Claim that involves an extra, change, addition or deletion to the Work as set forth in Changes and Extra Work, if the Contractor accepts the decision of the Engineer or Inspector, then the Contractor and City shall enter into a Change Order adjusting the Contract Price and Contract Completion Date in accordance with such decision. In case a Claim does not involve an extra, change, addition or deletion to the Work as set forth in Changes and Extra Work and the Contractor accepts the decision of the Engineer or Inspector, then the Contractor and City shall enter into a Change Order setting forth the terms of the decision and, if appropriate, its effect on the Contract Price or Contract Completion Date. If the Contractor does not

accept the decision of the Engineer or Inspector, it is recommended that further appeal of the Engineer's decision be conducted in accordance with the Issue Resolution Ladder, as defined in "Opportunity to Partner" of the General Requirements. If the dispute cannot be settled, the Contractor must elevate the appeal to the Dispute Review Board (if provided for under the terms of the General Requirements) or to the Board of Public Works (if the Contract Documents do not provide for a Dispute Resolution Board) in writing within twenty (20) calendar days after receipt of the Engineer's decision. The Board shall afford the Contractor an opportunity to be heard and to offer evidence in support of its appeal. All determinations of the Board with respect to Claims shall be final and binding.

In all matters concerning the validity, interpretation, performance, effect or otherwise of the Contract, the Federal regulations (if and to the extent expressly incorporated by reference in the Contract Documents), the laws of the State of California, and the Charter of the City of Los Angeles shall govern and be applicable. Pending final disposition of a Claim, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the previously mentioned decision.

Any Claim, including without limitation any Claim filed on behalf of or having its source in a claim by Subcontractor, Sub-Subcontractor, or Supplier, at any tier, which the Contractor chooses to make to the City, shall be accompanied by the certification language set forth below signed by a responsible managing officer of the Contractor's organization, who has the authority to sign Subcontracts or Purchase Orders on behalf of the Contractor, and who has personally investigated and confirmed the truth and accuracy of the matters set forth in such certification. Submission of certification in accordance herewith is a condition precedent to the City's consideration of or decision on the Claim and to the filing and maintenance of any legal action or proceeding to enforce or recover monies under such Claim. Failure to submit such a certification along with the Claim shall result in the Claim being returned to the Contractor without any decision, and shall waive the Contractor's right to pursue the Claim either on its own behalf or on behalf of such Subcontractor or Supplier.

I hereby certify under penalty of perjury that I am a managing officer of _____ (Contractor's name) and that I have reviewed the Claim presented herewith on Contractor's behalf and/or on behalf of (Subcontractor's/Supplier's name(s)) _____ and that the following statements are true and correct:

- 1) The facts alleged in or that form the basis for the Claim are true and accurate; and,
- 2) Contractor does not know of any facts or circumstances, not alleged in the Claim, that by reason of their not being alleged render any fact or statement alleged in the Claim materially misleading; and,
- 3) Contractor has, with respect to any request for money or damages alleged in or that forms the basis for the Claim, reviewed the job cost records (including those maintained by Contractor and by any Subcontractor or Supplier, of any tier, that is asserting all or any portion of the Claim) and confirmed with mathematical certainty that the losses or damages suffered by Contractor and /or such Subcontractor or Supplier were in fact suffered in the amounts and for the reasons alleged in the Claim; and,
- 4) Contractor has, with respect to any request for extension of time or claim of delay, disruption, hindrance or interference alleged in or that forms the basis for the Claim, reviewed the job schedules (including those maintained by Contractor and by any Subcontractor or Supplier, of any tier, that is asserting all or any portion of the Claim) and confirmed on an event-by-event basis that the delays or disruption suffered by Contractor and /or such Subcontractor or Supplier were in fact experienced for the durations, in the manner, and with the consequent effects on the time and/or sequence of performance of the Work, as alleged in the Claim; and,
- 5) Contractor has not received payment from City for, nor has Contractor previously released City from, any portion of the Claim.

Signature: _____
Name: _____
Title: _____
Company: _____
Date: _____

No Claim by the Contractor shall be allowed if made after final payment under this Contract.

00601 COMMENCEMENT OF STATUTE OF LIMITATIONS (11/21/01)

Any applicable statute of limitations shall commence to run and any alleged cause of action by the Contractor against the City arising out of or related to the Project shall be deemed to have accrued in any and all events no later than 30 days after Contractor's submittal of its last application for progress payment of Contract or Change Order Work satisfactorily performed.

00602 GOVERNING LAW (11/21/01)

The terms and conditions of this Contract shall be construed and interpreted under, and all respective rights and duties shall be governed by, the laws of the State of California. Wherever applicable each provision of these Contract Documents shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of these Contract Documents shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of these Contract Documents.

Unless otherwise provided in this Contract, all claims, counterclaims, disputes and other matters in question between the City and the Contractor arising out of or relating to this Contract or the breach of it will be decided by a Court of competent jurisdiction. It is understood that this Contract is executed and to be performed within the City and County of Los Angeles.

00603 VENUE (2/09/95)

This Contract will be executed and performed within the City and County of Los Angeles, California.

00604 NO WAIVER OF RIGHTS (4/12/95)

Neither the inspection by the City, nor any order by the City for payment of money, nor any payment for or acceptance of the whole or any part of the Work by the City, nor any extension of time, nor any possession taken by the City, shall operate as a waiver of any provision of this Contract, or any power herein reserved to the City, or any right to damages herein provided, nor shall any waiver of any breach in this Contract be held to be a waiver of any other or subsequent breach.

00605 ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE (4/12/95)

The acceptance by the Contractor of final payment shall release the City, the Engineer, the Inspector, their officers, agents, representatives, or employees, as representatives of the City, from all claims and all liability to the Contractor for all things done or furnished in connection with the Work and every act of the City relating to or arising out of the Work.

00606 PATENTS AND COPYRIGHTS (10/17/01)

The Contractor shall include in its Bid the patent fees or royalties on any patented article or process which may be furnished or used in the Work. The Contractor shall indemnify and hold the City harmless from any legal action that may be brought for infringement of patents. The Contractor's attention is directed to "Notice of Patents, Data, and Copyright Regulations" of the Federal Labor Standards.

The Contractor shall bear all costs arising from the use of patented goods and /or processes used on and/or incorporated into the Work. When use of these goods and/or processes is judged to be an infringement and their use is banned, the Contractor, at its own expense, shall, with concurrence of the Engineer, do one of the following:

- 1) Secure for the City the right to continue using goods and/or processes by suspension of the injunction or by procuring a license(s);
- 2) Replace said goods and/or processes with non-infringing goods and /or processes;
- 3) Modify said goods and/or processes so that they become non-infringing; or
- 4) Remove said goods and/or processes and refund the sum paid therefor without prejudice to any other rights of the City.

The preceding shall not apply to any goods manufactured to the detailed design of the City contained in the Contract Documents.

00607 PUBLIC RECORDS ACT (4/06/00)

All records, documents, Plans, specifications and all other information relating to the conduct of the City's business, including information submitted by the Contractor, shall become the exclusive property of the City and except as provided by law shall be deemed public records. Said information shall be subject to the provisions of the California Public Records Act (Government Code Sections 6250 et seq.).

Under no circumstances will the City be responsible or liable to the Contractor, submitter or any other party for the disclosure of any records or information submitted to the City, regardless of whether such records or information are labeled "Trade Secret", "Confidential", or "Proprietary" (or words to similar effect) and regardless of whether the disclosure is required by law or a court order or occurs through inadvertence, mistake, or negligence on the part of the City or its officers, employees, and/or contractors.

The City will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act", including interpretations of the Act or the definition of "Trade Secret". The submitting party shall be solely responsible for all determinations made under the Act, and where appropriate for clearly and prominently marking each and every page or sheet of information with "Trade Secret", "Confidential", or "Proprietary". Each submitting party is advised to contact its own legal counsel concerning the California Public Records Act and its applicability to the submitting party's own circumstances.

In the event of litigation concerning the disclosure of any information submitted by the submitting party, the City's sole involvement will be as a stakeholder, retaining the information until otherwise ordered by a court. The submitting party, at its sole expense and risk, shall be responsible for any and all fees and costs for prosecuting or defending any action concerning the information, and shall indemnify and hold the City harmless from all costs and expenses including attorneys' fees, in connection with such action.

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SECTION 01111

ABBREVIATIONS AND REFERENCE STANDARDS

1.1 ABBREVIATIONS

- A. The abbreviations herein, together with others in general use, are applicable to this Project Manual, Contract Drawings, and other Contract Documents.

All abbreviations and symbols used on Contract Drawings for structural steel construction shall conform to those given by the "Manual of Steel Construction" published by the American Institute of Steel Construction, Inc.

- B. Common Usage: Whenever the following abbreviations are used, they shall have the meanings indicated:

ABAN	Abandon
ABAND	Abandoned
ABUT	Abutment
ABS	Acrylonitrile – butadiene – styrene
AC	Asphalt concrete
ACP	Asbestos cement pipe
ACWS	Asphalt concrete wearing surface
ADA	Americans with Disabilities Act
AGB	Alley grating basin
AL	Allowance
ALT	Alternate
AMER STD	American Standard
AQMD	Air Quality Management District
ARHM	Asphalt-rubber hot-mix
ATSAC	Automated Traffic Surveillance and Control System
AT&T	Local and long distance telephone company (formerly SBC and Pacific Bell)
AWG	American Wire Gage (nonferrous wire)
BAGR	Bridge approach guard railing
BB	Beginning of Bridge
BC	Beginning of curve
BCR	Beginning of curb return
BDRY	Boundary
BF	Bottom of footing
BM	Bench mark
BMP	Best Management Practice
BPW	Board of Public Works
BSJ	Bell and spigot joint
BSL	Bureau of Street Lighting
BVC	Beginning of vertical curve
B/W	Back of wall
C/C	Center to center
CAB	Crushed aggregate base
CAC	California Administrative Code
CAP	Corrugated aluminum pipe
CASQA	California Storm Water Quality Association
CB	Catch Basin
Cb	Curb
CBP	Catch Basin Connection Pipe
CBR	California Bearing Ratio

CCR	California Code of Regulations
CCTV	Closed Circuit TV
CF	Curb face or Cubic foot
C&G	Curb and gutter
CGB	Curbside grating basin
CFR	Code of Federal Regulations
CIDH	Cast-in-drilled-hole
CIP	Cast iron pipe or Cast-in-place
CIPP	Cast-in place pipe
CL	Clearance, center line
CLF	Chain link fence
CLSM	Controlled Low Strength Material
CMB	Crushed miscellaneous base
CMC	Cement mortar-coated
CML	Cement mortar-lined
CMP	Corrugated Metal Pipe
CO	Cleanout (sewer)
COL	Column
CONC	Concrete
CONN	Connection
CONST	Construct, Construction
COORD	Coordinate
CQC	Contractor Quality Control
CSP	Corrugated steel pipe
CTB	Cement treated base
CV	Check valve
CY	Cubic yard
D	Load of pipe
dB	Decibels
DBE	Disadvantaged Business Enterprise
DBL	Double
DF	Douglas fir
DFT	Dry Film Thickness
DIA	Diameter
DIP	Ductile iron pipe
DL	Dead load
DMBB	Double metal beam barrier
DT	Drain Tile
DWG	Drawing
DWPPS	Los Angeles Department of Water & Power, Power System
DWPWS	Los Angeles Department of Water & Power, Water System
DWY	Driveway
DWY APR	Driveway approach
EA	Each
EB	End of bridge
EC	End of curve
ECR	End of curb return
EF	Each face
EG	Edge of gutter
EGL	Energy grade line
EI	Elevation
ELC	Electrolier lighting conduit
ELT	Extra long ton
ENGR	Engineer, Engineering
EP	Edge of pavement

EPA	Environmental Protection Agency
ESA	Environmentally Sensitive Area
ESAL	Equivalent Single Axle Load
ESRP	Emergency Spill Response Plan
ESMT	Easement
ETB	Emulsion-treated base
EVC	End of vertical curb
EXC	Excavation
EXP JT	Expansion joint
EXST	Existing
F	Fahrenheit
F&C	Frame and cover
F&I	Furnish and install
FAB	Fabricate
FAS	Flashing arrow sign
FD	Floor drain
FDN	Foundation
FED SPEC	Federal Specification
FG	Finished grade
FH	Fire hydrant
FL	Flow line
FRP	Fiberglass reinforced plastic
FRPM	Fiberglass reinforced plastic mortar
FS	Finished surface
FTA	Fully traffic actuated
FT-LB	Foot-pound
FTG	Footing
FW	Face of wall
GA	Gauge
GALV	Galvanized
GC	Grade change
GCASP	State General Construction Activity Stormwater Permit
GIP	Galvanized iron pipe
GL	Ground line or grade line
GM	Gas meter
GP	Guy pole
GR	Grade
GRTG	Grating
GSP	Galvanized steel pipe
GTE	General Telephone Company
H	High or height
HB	Hose bib
HC	House connection
HDPE	High density polyethylene
HDWL	Headwall
HGL	Hydraulic grade line
HORIZ	Horizontal
HP	Horsepower
HPG	High pressure gas
HPS	High pressure sodium (Light)
HS	High strength
HYDR	Hydraulic
ID	Inside diameter
INCL	Including
INSP	Inspection

INV	Invert
IP	Iron pipe
IPW	Inspector of Public Works
JC	Junction chamber
JCT	Junction
JS	Junction structure
JT	Joint
L	Length
LAAC	Los Angeles Administrative Code
LAB	Laboratory
LADBS	Los Angeles Department of Building and Safety
LADGS	Los Angeles Department of General Services
LADOT	Los Angeles Department of Transportation
LACDPW	Los Angeles County Department of Public Works
LAMC	Los Angeles Municipal Code
LARWQCB	Los Angeles Regional Water Quality Control Board
LAT	Lateral
LB	Pound
LD	Local depression
LF	Linear foot
LH	Lamp hole
LL	Live load
LOL	Layout line
LONG	Longitudinal
LP	Lamp post
LPS	Low pressure sodium (Light)
LS	Lump sum
LTS	Lime treated soil
MA	Mast Arm
MAINT	Maintenance
MAX	Maximum
MB	Metal beam
MBB	Metal beam barrier
MBGR	Metal beam guard railing
MBE	Minority Business Enterprise
MCR	Middle of curb return
MEAS	Measure
MED	Median
MH	Manhole, maintenance hole
MIL SPEC	Military Specification
MISC	Miscellaneous
MOD	Modified, modify
MON	Monument
MSM	Mandatory subcontracting minimum
MTA	Metropolitan Transportation Authority (of LA County)
MTH	Month
MTL	Material
MULT	Multiple
MUTCD	Manual on Uniform Traffic Control Devices
MVL	Mercury vapor light
MWD	Metropolitan Water district
NOI	Notice of Intent
NPDES	National Pollutant Discharge Elimination System
NRCP	Nonreinforced concrete pipe
OBE	Other Business Enterprise

OBS	Obsolete
OC	On center
OD	Outside diameter
OE	Outer edge
OH	Overhead
OPP	Opposite
ORIG	Original
OSA	Office of the State Architect
OSHA	Occupational Safety and Health Administration (Dept. Of Labor)
PACBELL	Pacific Bell (Pacific Telesis Group)
PAV	Pressure Aging Vessel
PB	Pull box
PC	Point of curvature
PCC	Portland cement concrete or Point of compound curvature
PCVC	Point of compound vertical curve
PE	Polyethylene
PG	Performance Graded
PI	Point of intersection
PL	Property line
PMB	Processed miscellaneous base
POC	Point on curve
POT	Point on tangent
PP	Power pole
PRC	Point of reverse curve
PRVC	Point of reverse vertical curve
PSI	Pounds per square inch
PT	Point of tangency
PVC	Polyvinyl chloride
PVMT	Pavement
PVT R/W	Private right-of-way
Q	Rate of flow in cubic feet per second
QA	Quality Assurance
QC	Quality Control
QUAD	Quadrangle, Quadrant
R	Radius
R&O	Rock and oil
R/W	Right-of-way
RA	Recycling agent
RAC	Recycled asphalt concrete
RAP	Reclaimed asphalt pavement
RBAC	Rubberized asphalt concrete
RC	Reinforced concrete
RCB	Reinforced concrete box
RCC	Rail Construction Corporation
RCE	Registered civil engineer
RCP	Reinforced concrete pipe
RCV	Remote control valve
REAS	Rubberized Emulsion-Aggregate Slurry
REF	Reference
REINF	Reinforced or reinforcement
RES	Reservoir
RGE	Registered geotechnical engineer
RR	Railroad
RSE	Registered structural engineer
RTE	Registered traffic engineer

RTFO	Rolling Thin Film Oven
S	Slope
SCAQMD	South Coast Air Quality Management District
SCCP	Steel cylinder concrete pipe
SCG	Southern California Gas Company
SCHED	Schedule
SCRRA	Southern California Regional Rail Authority
SD	Storm drain
SDR	Standard thermoplastic pipe dimension ratio (ratio of pipe O.D. to minimum wall thickness)
SE	Sand Equivalent
SEC	Section
SF	Square foot
SI	International System of Units (Metric)
SOCB	Side opening catch basin
SPEC	Specifications
SPPWC	Standard Plans for Public Works Construction
SR	Standard ratio
SRJ	Steel ring joint (for RCP)
SS	Sanitary sewer
SSB	Select sub-base
SSPWC	Standard Specifications for Public Works Construction
ST HWY	State highway
STA	Station
STD	Standard
STR	Straight
STR GR	Straight grade
STRUC	Structural/Structure
SW	Sidewalk
SWD	Sidewalk drain
SWMP	Storm Water Management Plan
SWPPP	Storm Water Pollution Prevention Plan
SWRCB	State (of California) Water Resources Control Board
SY	Square yard
TAN	Tangent
TC	Top of curb
TCP	Traffic control plan
TEL	Telephone
TF or T/F	Top of footing
TH	Test hole
TOPO	Topography
TR	Tract
TRANS	Transition
TS	Traffic signal or transition structure
TSC	Traffic signal conduit
TSS	Traffic signal standard
TW	Top of wall
TYP	Typical
USA	Underground Service Alert
V	Volt
VAR	Varies, Variable
VB	Valve box
VC	vertical curve
VCP	Vitrified clay pipe
VECP	Value Engineering Change Proposal

VERT	Vertical
VOL	Volume
VT	Variable thickness
W	Wider or width
WATCH	Work Area Traffic Control Handbook
WBE	Women Business Enterprise
WDID	Waste Discharge Identification Number
WI	Wrought iron
WM	Water meter
WPCP	Water Pollution Control Plan
WPJ	Weakened plane joint
WUT	Western Union Telegraph
WWECP	Wet Weather Erosion Control Plan
XCONN	Cross connection
XSEC	Cross section

- C. Institutions: Wherever the following abbreviations are used they shall have the meanings indicated:

AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
ACRI	Air Conditioning and Refrigeration Institute
ADA	Americans with Disabilities Act
AGA	American Gas Association
AGMA	American Gear Manufacturers' Association
AI	Asphalt Institute
AISC	American Institute of Steel Construction
AISI	American Iron & Steel Institute
AITC	American Institute of Timber Construction
AAMA	American Architectural Manufacturer's Association
AMCA	Air Movement and Control Association
ANSI	American National Standards Institute
APA	American Plywood Association
API	American Petroleum Institute
APWA	American Public Works Association
AQMD	Air Quality Management District
AREA	American Railway Engineering Association
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating, and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASQC	American Society for Quality Control
ASTM	American Society for Testing and Materials
AWPA	American Wood Preservers Association
AWPI	American Wood Preservers Institute
AWS	American Welding Society
AWWA	American Water Works Association
BHMA	Building Hardware Manufacturer's Association
CAC	California Administrative Code
CAL/ABL	State of California/Architectural Barriers Laws
CAL/OSHA	State of California/Occupational Safety and Health Administration
CALTRANS	California Department of Transportation
CASQA	California Stormwater Quality Association

CBM	Certified Ballast Manufacturers
CITY	City of Los Angeles
CRSI	Concrete Reinforcing Steel Institute
CSI	Construction Specifications Institute
EIA/TIA	Electronic Industries Association
EPA	Environmental Protection Agency
ETL	Department of Building & Safety Electrical Test Laboratory
FCI	Fluid Control Institute, Inc.
FIA	Factory Insurance Association
FM	Factory Mutual Association
FS	Federal Specifications
GA	Gypsum Association
GRI	Geosynthetic Research Institute
ICBO	International Conference of Building Officials
ICEA	Insulated Cable Engineers Association
IEEE	Institute of Electrical and Electronics Engineers
ISA	Instrument Society of America
LA	City of Los Angeles
LABC	City of Los Angeles Building Code
LAMC	City of Los Angeles Municipal Code
NAAMM	National Architectural Association of Metal Manufacturers
NEC	National Electrical Code
NECA	National Electrical Contractors Association
NEMA	National Electrical Manufacturers Association
NFC	National Fire Code
NFPA	National Fire Protection Association
NWMA	National Wood Manufacturer's Association
NWWDA	National Wood Window and Door Association
NOAA	National Oceanic and Atmospheric Administration (Dept. of Commerce)
OSA	Office of the State Architect
OSHA	Occupational Safety and Health Administration (Dept. of Labor)
PCA	Portland Cement Association
RA	Rule of General Application – Department & Safety
RCSC	Research Council on Structural Connections of the Engineering Foundation
SAMA	Scientific Apparatus Manufacturer's Association
SDI	Steel Deck Institute
SMACNA	Sheet Metal and Air Conditioning Contractor's National Association
SSPC	Steel Structures Painting Council
SSPWC	Standard Specifications for Public Works Construction
SWRCB	State Water Resources Control Board
UBC	Uniform Building Code, International Conference of Building Officials
UL	Underwriters Laboratories, Inc.
USGS	United States Geological Survey
VERIZON	Verizon Communications (Formerly General Telephone & Electronics)
WATCH	Work Area Traffic Control Handbook
WCLIB	West Coast Lumber Inspection Bureau
WCRSI	Western Concrete Reinforcing Steel Institute
WIC	Woodwork Institute of California
WRI	Wire Reinforcement Institute
WWPA	Western Wood Products Association

1.2 REFERENCE STANDARDS

- A. **Applicable Publications:** Whenever in these Specifications / Project Manual references are made to published specifications, codes, standards, or other requirements, it shall be understood that wherever no date is specified, only the latest specifications, standards, or requirements of the respective issuing agencies which have been published as of the date that the Work is advertised for bids shall apply; except to the extent that said standards or requirements may be in conflict with applicable laws, ordinances or governing codes. No requirements set forth herein or shown on the Drawings shall be waived because of any provision of, or omission from, said standards or requirements.
- B. **Specialists' Assignments:** In certain instances, specification text requires (or implies) that specific work is to be assigned to specialists or expert entities, who must be engaged for the performance of that work. Such assignments shall be recognized as special requirements over which the CONTRACTOR has no choice or option. These requirements shall not be interpreted so as to conflict with the enforcement of building codes and similar regulations governing the Work; also they are not intended to interfere with local union jurisdiction settlements and similar conventions. Such assignments are intended to establish which party or entity involved in a specific unit of work is recognized as "expert" for the indicated construction processes or operations. Nevertheless, the final responsibility for fulfillment of the entire set of contract requirements remains with the CONTRACTOR.

- C. Codes and Safety Standards: Without limiting the generality of other requirements of the Specifications, all work specified herein shall conform to or exceed the applicable requirements of the following Codes and Safety Standards.

1. Applicable Codes:

- City of Los Angeles Building Code
- City of Los Angeles Mechanical Code
- City of Los Angeles Plumbing Code
- City of Los Angeles Fire Code
- City of Los Angeles Electrical Code

References herein to "Building Code" shall mean City of Los Angeles Building Code. Similarly references to "Mechanical Code," "Plumbing Code," "Fire Code," and "Electric Code" shall mean City of Los Angeles Mechanical Code, City of Los Angeles Plumbing Code, City of Los Angeles Fire Code, and City of Los Angeles Electric Code respectively.

2. Applicable Safety Standards:

- OSHA Regulations for Construction
- OSHA Standard
- Cal-OSHA

References herein to "OSHA Regulations for Construction" shall mean Title 29, Part 1926, Construction Safety and Health Regulations, Code of Federal Regulations (OSHA), including all changes and amendments thereto.

References herein to "OSHA Standards" shall mean Title 29, Part 1910, Occupational Safety and Health Standards, Code of Federal Regulations (OSHA), including all changes and amendments thereto.

References herein to "Cal-OSHA" shall mean State of California, Department of Industrial Relations, as amended to date, and all changes and amendments there to which are effective as of the date of construction.

The latest edition of the codes as approved and adopted for use by the CITY as of the date of award shall apply to the Work herein, including all addenda, modifications, amendments, or other lawful changes thereto.

- D. Standard Specifications: References in the Contract Documents to "Standard Specifications" shall mean the Standard Specifications for Public Works Construction, including all current supplements, addenda, and revisions thereof.

- E. Standard Plans: References herein to "Standard Plans" shall mean the Standard Plans issued by the City of Los Angeles which drawings are hereby

incorporated in and made a part of these Contract Documents, and copies of which are available for a fee.

- F. Conflict between Codes, Safety Standards, Reference Standards, Drawings and other Contract Documents: In case of conflict between codes, reference standards, drawings and other Contract Documents, the most stringent requirements shall govern. All conflicts shall be brought to the attention of the ENGINEER for clarification and directions prior to ordering or providing any materials or labor. The CONTRACTOR shall bid for the most stringent requirements.

(END OF SECTION)

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SECTION 01112 DESCRIPTION OF WORK

1.1 SCOPE OF WORK

A. LOCATION

The project is located at the Hyperion Water Reclamation Plant (HWRP), 12000 Vista Del Mar, Playa Del Rey, CA 90293.

B. DESCRIPTION OF WORK

The work to be performed under the provisions of these documents consists of procurement and delivery of two (2) purpose-built ocean monitoring vessels.

The two (2) purpose-built ocean monitoring vessels and services will be furnished by All American Marine, Inc (AAM) referred to as 'CONTRACTOR' for the purpose of these Contract Documents (Contract).

The Contractor will provide the following systems and services:

1. Two (2) twin engine, propeller driven aluminum catamaran outfitted for scientific research with the following dimensions:
 - a) 72.5-ft hull length
 - b) 78.1-ft overall length
 - c) 26.7-ft molded beam
 - d) 28-ft extreme beam
 - e) 6.1-ft navigation draft
 - f) 2 x MAN D2862LE438 EPA Tier 4 with DPF engines
 - g) 882 kW (1,182 bhp)/2100 rpm
 - h) ~25 knots transit speed @ 85% power
 - i) Propeller propulsion
 - j) 1.5 Knots (survey operation) minimum speed
 - k) 1600-gal fuel capacity
 - l) Marine grade aluminum construction

1.2 STORAGE, SHIPMENT, AND DELIVERY REQUIREMENTS

- A. Delivery Location: The CONTRACTOR shall deliver the ocean monitoring vessels to the Los Angeles Harbor, CA or Marina Del Rey, CA within sixty (60) calendar days after the CITY gives the CONTRACTOR Operational Acceptance of the vessel in Bellingham, WA.

1. The ocean monitoring vessels shall not be shipped to the Los Angeles Harbor, CA or Marina Del Rey, CA until the vessels have been Operationally Accepted by the CITY. All transportation costs shall be paid by the CONTRACTOR. The equipment will be transported to the delivery location under the supervision of the CONTRACTOR.
2. All equipment specified herein shall be delivered complete. Partial deliveries and/or delivery without the approval and proper advance notice shall not be accepted by the CITY.

Any equipment damaged during delivery shall not be accepted by the CITY and shall repaired or replaced, at the CONTRACTOR's expense per the terms of the warranty.

1.3 PAYMENT SCHEDULE FOR PROCUREMENT

- A. Based on the following payment schedule, the CITY will pay CONTRACTOR, within thirty (30) days of receipt of invoice. These percentages are applied to the cost for two (2) purpose-built ocean monitoring vessels.
- i. 20% of the Total Contract Price for both Vessels. Non-refundable payment due upon the execution of this Vessel Building Agreement for initial design, commitment to purchase long lead propulsion and scientific equipment, materials, and mobilization costs;
 - ii. 7.5% of the Total Contract Price for both Vessels. Due upon engagement of Teknikraft Design to begin final engineering services and for the issuance of P.O.s for the scientific winches and cranes;
 - iii. 5% of the Total Contract Price for both Vessels. Due upon commencement of the erection of the first hull frame of Vessel #1;
 - iv. 5% of the Total Contract Price. Due upon commencement of the erection of the first hull frame of Vessel #2;
 - v. 5% of the Total Contract Price for both Vessels. Due when weldout of the hull for Vessel #1 is completed – evidenced by rollover of the welded hull into an upright position;
 - vi. 5% of the Total Contract Price for both Vessels. Due when weldout of the hull for Vessel #2 is completed – evidenced by rollover of the welded hull into an upright position;
 - vii. 5% of the Total Contract Price for both Vessels. Due upon completion of Vessel #1's deck and upon attachment of the cabin to the hull;
 - viii. 5% of the Total Contract Price for both Vessels. Due upon completion of Vessel #2's deck and upon attachment of the cabins to the hull;
 - ix. 5% of the Total Contract Price. Due upon commencement of outfitting and interior finishes for Vessel #1;
 - x. 5% of the Total Contract Price. Due upon commencement of outfitting and interior finishes of Vessel #2;
 - xi. 7.5% of the Total Contract Price. Due upon launch of Vessel #1;
 - xii. 7.5% of the Total Contract Price. Due upon launch of Vessel #2;
 - xiii. 5% of the Total Contract Price plus the value of any change orders prior approved by Purchaser's authorized representative in writing, but not yet invoiced by Builder, due upon the Purchaser's Operational Acceptance (as defined in section 6A) of Vessel #1, a satisfactory sea trial, and initial inspection by the Purchaser at the Builder's Docks in Bellingham, WA;
 - xiv. 5% of the Total Contract Price plus the value of any change orders prior approved by Purchaser's authorized representative in writing, but not yet

invoiced by Builder, due upon the Purchaser's Operational Acceptance (as defined in section 6A) of Vessel #2, a satisfactory sea trial, and initial inspection by the Purchaser at the Builder's Docks in Bellingham, WA;

- xv. 3.75% of the Total Contract Price due upon Purchaser's confirmation of the completion of delivery of Vessel #1 to the Port of Los Angeles or Marina Del Rey and the Purchaser's Final Acceptance inspection plus the cost of any fuel remaining in the Vessel;
- xvi. 3.75% of the Total Contract Price due upon Purchaser's confirmation of the completion of delivery of Vessel #2 to the Port of Los Angeles or Marina Del Rey and a Purchaser's Final Acceptance inspection plus the cost of any fuel remaining in the Vessel.

1.4 GENERAL INFORMATION

- A. The Contract Documents include but are not limited to the Bid Proposal, Plans, and Specifications (GENERAL CONDITIONS of the Contract, GENERAL REQUIREMENTS, and Supplemental Agreement). A document hierarchy list can be found in both the Vessel Building Agreement as well as the Supplemental Agreement.
- B. The CONTRACTOR shall provide for all incidental items necessary to properly complete the scope of work at no additional cost to the City.
- C. The Work shall be completed within 1155 calendar days following the Notice to Proceed. Failure to complete the Work within this timeframe will subject the CONTRACTOR to liquidated damages.

1.5 ASSESSMENT OF LIQUIDATED DAMAGES

- A. Time is of the essence in completing the work required by the Contract. Applications for extension of time must be made promptly in writing, stating cause of the delay. The CONTRACTOR shall furnish to the CITY competent evidence of the duration and circumstances of any such delay. In lieu of Liquidated Damages, All American Marine has adjusted the milestone payments so that profit is only realized upon successful launching, operational acceptance, and final acceptance milestones.

1.6 EQUIPMENT PROCUREMENT

- A. General: The CONTRACTOR shall procure, deliver (FOB site), and launch two (2) purpose-built ocean monitoring vessels for the City of Los Angeles (CITY), at the Los Angeles Harbor, CA or Marina Del Rey, CA, the vessels in accordance with the Contract Documents.

1.7 SUMMARY OF REFERENCES

- A. Contracted Work can be summarized by references to the Contract General Conditions, Sections in the General Requirements, Supplemental Agreement, and Bid Proposal.
- B. It is recognized that the Contracted Work may also be unavoidably affected or influenced by other governing codes and Regulations, natural phenomenon, including weather conditions and other forces outside the Contract Documents.

1.8 VESSEL BUILDING AGREEMENT

The following Vessel Building Agreement contains additional terms agreed to by the CITY and the CONTRACTOR.

- A. Vessel Building Agreement (Attachment No. 1)

(END OF SECTION)

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**SECTION 01212
FIXED CASH ALLOWANCE ITEMS**

1.1 THE REQUIREMENT

- A. A fixed cash allowance has been allocated to each of the following items of the Bid Breakdown (see Bid Proposal). Requirements for each Fixed Cash Allowance Item are specified in the GENERAL REQUIREMENTS (GR) section referenced below. Overhead and Profit, at the rates listed below, shall be added to the actual invoiced amount.

Bid Item No.	Description	Overhead and Profit
2.	Allowance for City Staff Travel Accommodations	0%
3.	Allowance for Third-Party Inspection	0%

- B. If these items are not executed, or are only partially executed, or the allowance for any item is not expended or partially expended, then a deductive Change Order shall be issued for the amount that is not expended. If, however, these items are over expended (with ENGINEER'S prior approval), then an appropriate Change Order shall be executed in accordance with the provisions of the GENERAL REQUIREMENTS Section 01254 -- CHANGE ORDERS, except for Overhead and Profit wherein the above listed rates shall apply.
- C. The ENGINEER'S AND INSPECTOR'S field office supply allowance is to be used at the ENGINEER'S and/or INSPECTOR'S discretion to purchase office supplies and/or office equipment, perform repairs to field offices or equipment owned or leased by the City, pay field office utility bills, purchase reference documents, etc. The items covered by this allowance are in addition to those required to be furnished by the CONTRACTOR under GR Section 01721-Mobilization. The CONTRACTOR shall be reimbursed the actual invoice amount plus the markup allowed by Section A, above.

(END OF SECTION)

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SECTION 01251 CHANGE ORDER REQUESTS

1.1 THE REQUIREMENT

- A. All quotations for preliminary change orders for extras, changes, additions, or deletions to the Work as described in CHANGES AND EXTRA WORK of the GENERAL CONDITIONS shall be submitted to the ENGINEER, in writing, on the Change Order Cost Quotation Form provided by the ENGINEER, and in conformance with the requirements of CHANGE ORDERS of the GENERAL REQUIREMENTS (See Attachment 01251-A1). The quotation shall be firm for a period of not less than sixty (60) calendar days from the date of receipt of the quotation by the ENGINEER. The CONTRACTOR shall submit its written cost quotation and Time Impact Analysis not later than fifteen (15) days after being requested to provide such quotation, unless the ENGINEER allows more time. Delays in submitting quotations beyond the fifteen (15) days set forth herein, which cause a delay in the issuance of a Change Order or a delay to the completion date of the project, shall not be cause for a claim or a time extension under the Contract.
- B. The ENGINEER'S request for quotation on a preliminary change shall not be considered authorization to proceed with the changed work prior to the issuance of a final Lump Sum or Time & Material Change Order, unless directed otherwise, in writing, by the ENGINEER, nor shall such request constitute justification for a delay to the existing Work or a time extension under the Contract.

(END OF SECTION)

(SEE ATTACHMENT)

ATTACHMENT TO SECTION 01251

Attachments to General Requirements Section 01251 consists of one (1) document, as follows:

ATTACHMENT NUMBER	TITLE OF ATTACHMENT	NUMBER OF PAGES IN THIS ATTACHMENT
01251-A1	Change Order Cost Summary Form	1

Change Order Cost Summary Form

		Direct Labor	Direct Materials	Direct Equipment	Totals
(1):	Lump Sum Work by Prime Contractor	\$	\$	\$	
(2):	"T&M" Work by Prime Contractor	\$	\$	\$	
(3):	Subtotal - Direct Work (Prime Contractor)	\$	\$	\$	
(4):	All Lump Sum Work by subcontractors (any tier)	\$	\$	\$	
(5):	All "T&M" Work by subcontractors (any tier)	\$	\$	\$	
(6):	Subtotal - Direct Work (all subcontractors)	\$	\$	\$	\$
(3)+(6)=(7):	Total - Direct Costs	\$	\$	\$	\$
(8):	Markup	(20% of direct labor) \$	(15% of direct mat'l) \$	(15% of direct equip) \$	\$
(9):	Prime Contractor Markup for subcontractors	5% of line (6) direct sub work			\$
(10):	Bonds & Insurance	1% of line (7) all direct work			\$
(11):	Additional amount (if any) permitted by Contract				\$
(12):	GRAND TOTAL	Add sums of lines (7), (8), (9), (10) and (11)			\$

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SECTION 01254 CHANGE ORDERS

1.1 The Requirement

Payment to the Contractor, or credit to the City, for any change, addition, deletion or extra to the Work, or settlement of any Claim, covered by any Change Order, shall be determined by the methods set forth herein. The Engineer may change the Plans and Specifications, character of the Work, or quantity of Work provided the total net dollar value of all such changes, taking into consideration both additive and deductive changes, does not exceed twenty-five percent (25%) of the original Contract Price. (The total net dollar value requires that additive and deductive changes offset each other, and only after the total net dollar value of the changes exceeds 25% of the original Contract Price, will a Supplemental Agreement be required). Should it become necessary to exceed this limitation, the change shall be by written Supplemental Agreement between the Contractor and the City, which shall be executed by a Change Order.

Unless otherwise stipulated, "Unit Prices" and "Stipulated Prices" include all costs necessary to furnish, install and complete the Work. The "Unit Prices" and "Stipulated Prices" include all direct costs for labor, equipment and materials, all insurance and bond costs, all field and office supervisors and assistants, all onsite project administration, security costs, the cost of small tools and consumables, incidental job burdens, and all general home office expenses and no separate allowance will be made therefor. Assistants to field and office supervisors include all clerical, stenographic, and general office help. Incidental job burdens include, but is not limited to, office equipment and supplies, temporary toilets, telephone, utilities, safety equipment, warning devices, personal protective equipment, and conformance to OSHA requirements. Project administration includes, but is not limited to, review and coordination, estimating, engineering, scheduling, and expediting relative to Change Orders, and updating and furnishing Record Drawings to incorporate changes, schedule update, supervision not applied solely to the Work of the Change Order, home office salaries and expenses, and City of Los Angeles Business Tax.

A. Unit Prices

Unit prices stipulated in the Schedule of Work and Prices (Bid) or itemized in the approved Schedule of Values shall be utilized, where they are applicable and determined reasonable by the Engineer. In the event that the Change Order results in a change in the Bid quantity of more than twenty-five percent (25%), either increase or decrease, then either the Engineer or the Contractor may request a review of the unit price to determine if a new unit price shall be mutually determined by negotiation. Any new unit price mutually determined under this Subsection shall only apply to the units in excess of one hundred twenty five percent (125%) of the Bid quantity for overruns. In case of underruns, the new mutually determined unit price shall only apply to the units up to seventy-five percent (75%) of the Bid quantity. When the final quantity is less than 75% of the Bid quantity, the total payment for that item shall not be more than 75% of the Bid quantity times the Bid unit price.

At the City's option, payment for Unit Price Work in excess of 125% of the Bid quantity, or less than 75% of the Bid quantity, will be made on a Time and Materials basis as provided in Subsection C if a new unit price cannot be agreed upon.

Renegotiated unit prices or unit prices for new items added to the Contract by Change Order shall be determined in accordance with Subsections B through G. Whether stipulated in the Bid, itemized in the approved Schedule of Values or renegotiated, the unit prices used for payment constitute the total adjustment with no further costs owed for overhead, impact, profit, delay or impact to unchanged portions of the Contract, or any

other reason. The unit price shall be full and final compensation as described in Subsection D.

The cost proposals for renegotiated unit prices shall be presented in accordance with the provisions of Subsections B through G. Should any Bid Item be deleted in its entirety, the amount bid for that Bid Item shall be subtracted from the total Contract amount. The Contractor shall be paid only for the actual cost incurred prior to the notification of such deletion for that Bid Item.

B. Lump Sum

The Engineer may initiate a change in the Work by issuing a Preliminary Change Order (PCO). A PCO will include a detailed description of the proposed additions, deletions, or revisions with supplementary sketches or revised Contract Drawings and/or Specifications, and will request from the Contractor a lump sum cost quotation and time impact analysis for the proposed Change Order Work. The Contractor shall submit its PCO cost quotation and time impact analysis, if applicable, to the City within 14 calendar days after receipt of a PCO. The Contractor shall summarize the total cost and furnish a breakdown of the proposed lump sum costs satisfactory to the Engineer in accordance with Subsections B through G. Such lump sum costs shall be full and final compensation as described in Subsection D. The Contractor's quotation shall conform to the requirements of Section 01251- Change Order Requests, and be submitted in the Change Order Cost Summary Form provided (see Attachment 01251-A1). The Change Order Cost Summary Form cannot be used to nullify or supersede any specification or contractual provision.

If the method or amount of payment cannot be agreed upon prior to performing the Change Order Work, the Engineer may issue a Unilateral Change Order in the amount determined reasonable by the Engineer for the Change Order Work and direct the Contractor to proceed immediately. The Engineer also has the option to issue a Time and Materials Change Order directing the Change Order Work be performed on a time and materials basis with the Contractor providing all labor, equipment, and materials necessary to complete the Change Order Work in a satisfactory manner and within a reasonable period of time. Estimates for lump sum quotations and accounting for Time and Materials Work shall be limited to direct expenditures necessitated specifically by the subject Change Order Work, and shall be segregated as follows:

1. Labor: The cost of labor shall include all employees of the Contractor or Subcontractor(s), up to and including working foremen, who are used in the actual and direct performance of the Change Order Work. Employees identified as superintendents or non-working foremen shall not be charged as labor on the Change Order Work. The labor rates used to price the Change Order Work shall be those listed on the Bureau of Engineering's website at <http://eng.lacity.org/contractors/>. The Change Order Labor Rates include State of California Prevailing Wages, Fringe Benefits (health & welfare, pension, vacation, training and other payments) as established by negotiated labor agreements, Payroll Taxes (FICA, Federal and State unemployment taxes) as established by law, and Insurance costs (Worker's Compensation and General Liability Insurance, but shall not include Automobile Liability Insurance, Umbrella or any other insurance costs). No other subcomponents of labor costs shall be considered, unless approved in writing by the Engineer.

The Change Order Labor Rates are calculated using the most current published prevailing wage and fringe benefits determination, applicable to the Los Angeles County and the particular labor classification, from the State of California Director

of Industrial Relations. To the Total Base Hourly Wage Rate (Column D), will be added Payroll Taxes at 8.65% (Column E), and Worker's Compensation & General Liability Insurance at 13% (Column F) of the base wages (Columns A+B), respectively.

Copies of the prevailing wage and fringe benefit determinations are available on the internet at <http://www.dir.ca.gov/OPRL/PWD/>. Payment to a craft of classification not shown on the prevailing wage rate determinations shall comply with the rate of the craft or classification most closely related to it.

The Engineer may approve a higher markup for insurance by review of current invoice(s) of insurance premium, as prepared by insurance companies for the Contractor or its Subcontractors at all tiers, to be submitted by the Contractor within ten (10) working days after issuance of the Notice to Proceed.

Except when provided otherwise by specific labor agreements, the overtime compensation will be at 1.5 times for more than 8 hours per day and Saturday work (Column H) and 2 times for Sunday and Holiday work (Column I).

The labor cost is not allowed to be increased by using labor classifications with paygrades higher than necessary to accomplish the Change Order Work. Owners, business partners, stock holders, corporate officers, next of kin, relatives and other stake holders of the contracting company (whose classifications are directly chargeable to the project) may be chargeable to the Change Order Work, provided that these personnel/workers perform direct labor in accordance with their classification and have the approval of the Inspector. The rates shall not exceed the prevailing wage rate for the classification they are performing. Foreman/General Foreman classification shall include a premium not exceeding the allowable premium in the Master Labor Agreement over the highest prevailing wage he is supervising. All labor classifications considered for the work shall be presented to the City, via a submittal, for review and approval before change order work is performed.

Reimbursement at the computed Change Order Labor Rates is subject to verification by certified payroll.

2. Materials: The cost of materials used in performing the Change Order Work will be the direct cost, including sales tax and freight, to the purchaser, whether Contractor, Subcontractor or other forces, from the supplier thereof, except as follows:
 - a. Cash or trade discounts available to the purchaser shall be credited to the City notwithstanding the fact that such discounts may not have been taken by the Contractor.
 - b. For materials secured by other than a direct purchase and direct billing to the purchaser, the cost shall be deemed to be the price paid to the actual supplier as determined by the Engineer. Supplier markup, except for actual costs incurred in the handling of such materials, will not be allowed.
 - c. Payment for materials from sources owned wholly or in part by the purchaser shall not exceed the price paid by the purchaser for similar materials from said sources on contract items or the current wholesale price for such materials delivered to the Jobsite, whichever price is lower.

- d. If, in the opinion of the Engineer, the cost of materials is excessive, or the Contractor does not furnish satisfactory evidence of the cost of such materials, then the cost shall be deemed to be the lowest current wholesale price for the quantity concerned, delivered to the Jobsite less cash or trade discount. The City reserves the right to furnish materials for the Work and no claim shall be made by the Contractor for costs and profit on such materials.
 - e. For the purposes of this Section, a "Supplier" is defined as any person or persons, firm or business, who supplies materials of construction and/or permanent equipment, but who does not perform any portion of the Work of the Contract on site, for the Contractor, except that labor or labor supervision which may be required by some manufacturers as part of their equipment installation for warranty or other purposes.
- 3. Equipment: The cost of equipment shall include ownership, lease or rental costs, as well as operating costs, for individual equipment units whose replacement value is in excess of \$1,000. Transportation and set up costs shall be included, but only if the equipment is imported to the worksite solely to perform work on the Changed/ Extra Work described in the Change Order and the Contractor can demonstrate that the changed work cannot or could not be performed economically with equipment already at the site. Equipment costs shall be determined in accordance with the requirements set forth in Subsection G.
 - 4. Small tools, equipment, consumables and incidental costs: No separate payment will be made for the use of small tools or equipment with a replacement value of \$1,000 or less. This applies to tools and equipment owned by the Contractor or its Subcontractors, at any tier. Also, no separate payment will be made for fuel, lubricants, tool or equipment repairs, tool or equipment maintenance, consumables, drinking water, sanitary facilities or other incidentals. These costs are already included as a part of Markup.
 - 5. Subcontractor Costs, including their overhead and profit, provided that such costs are direct costs to the Contractor for performing the Change Order Work as set forth in Subsections B through G.

C. Time and Materials Work

The costs of all Changed/Extra Work submitted under the Time and Materials (T&M) method shall be formulated in accordance with the provisions of Subsections B through I.

Unless otherwise stipulated on the Change Order, the "Not-to-Exceed" amount for all T&M Change Orders is \$25,000. The Contractor is responsible for tracking costs and for notifying the Engineer in writing when costs approach 50% and 75% of the "Not-to-Exceed" amount. In addition, if the Changed/Extra Work cannot be completed within the "Not-to-Exceed" limit, the Contractor shall notify the Engineer in writing, and in a timely manner, that the limit requires an increase. The City will only reimburse eligible costs up to the "Not-to-Exceed" amount.

The Contractor shall notify the Inspector at the beginning of each day when T&M Change Order Work is being performed. The Contractor shall notify the Inspector of the T&M Change Order Work being performed and describe the personnel involved, whether by Contractor forces or by its Subcontractors, at any tier. Failure to notify the Inspector prior

to the start of T&M Change Order Work serves as the Contractor's waiver to claim for compensation on that day.

For each day work is performed on the T&M Change Order, the Contractor shall submit a "Daily Report of Time and Material Work" to the Inspector. The "Daily Report" consists of Bureau of Contract Administration Form BCA-165 for labor supplied, and Form BCA-166 for equipment and materials supplied. The Inspector will only consider Forms that are properly completed as described below.

1. Separate forms must be used for labor and for equipment/materials.
2. Labor, equipment, material or expenditures that are not included on Bureau of Contract Administration Forms BCA-165 and/or BCA-166 are ineligible for payment. There will be no exceptions to this requirement. It is the responsibility of the Contractor to include any and all items of labor, equipment, or material for which it requests compensation for each day's work completed.
3. Information required on the Labor form shall include name of personnel, personnel classification, and only the number of hours worked on T&M Change Order Work for the day being reported. Since the overhead allowance already includes all necessary supervision, any hours for additional supervision or non-working foremen are ineligible for additional payment. The premium pay for a general foreman is eligible for payment only if the general foreman is a working foreman and a general foreman was required by a Union Labor Agreement or otherwise approved by the Inspector. The general foreman rate is eligible for payment only during the time that a general foreman was required for the T&M Change Order Work.
4. Information required on the Equipment/Material form shall include Contractor-owned equipment and/or tools, and rented equipment or tools for which compensation is requested. Information shall include the type of equipment, size of equipment, equipment identification number, appurtenances, and only the number of hours worked on the T&M Change Order Work.
5. The only allowable materials are materials delivered to the job site and/or incorporated only into the T&M Change Order Work. The allowable materials shall be listed on the Equipment/Material form for the day that they are delivered to the job site and/or incorporated into the T&M Change Order Work.
6. Delivery ticket(s) and/or bill(s) of lading for rental equipment and/or tools delivered to the site and/or material incorporated into the T&M Change Order Work for the day being reported must be attached with the T&M sheet for that day. No payment will be allowed for materials and/or rented equipment unless receipt(s) or bill(s) of lading is attached. If the request for payment is not substantiated by original vendor/supplier invoices, acceptable copies of original invoices, or other documentation acceptable to the Inspector, the City may establish the cost of the item(s) at the lowest possible wholesale price or rental rate applicable while the T&M Change Order Work was being performed.
7. Failure to submit the required "Daily Report of Time and Material Work" by the close of the next working day shall waive all rights for that day unless otherwise approved by the Inspector. Any T&M Change Order Work that cannot be substantiated by a "Daily Report", approved and signed by the Inspector, is ineligible for payment.

8. The Contractor is responsible for preparing the "Daily Report" for the T&M Change Order Work performed by its Subcontractors and submitting the forms to the Inspector on time.
9. The Contractor must have each "Daily Report" verified by the Inspector. After the "Daily Report" is approved by the Inspector, both the Contractor and Inspector sign the report. The original "Daily Report" is retained by the Inspector with a copy provided to the Contractor.
10. When the "Daily Report" is signed by the Inspector and the Contractor, it is binding on the Contractor and its Subcontractors.
11. When agreed to by the Inspector, the Contractor may submit a supplemental "Daily Report" for labor, materials, or equipment for which the Contractor requests compensation, but failed to list on the original daily report.
 - a. These supplemental forms shall be marked "SUPPLEMENTAL".
 - b. Unless otherwise approved by the Inspector, the supplemental forms may only be submitted for approval up to two (2) working days following the date when the work was performed.

No payment will be allowed for labor, materials, or equipment included on T&M sheets not signed by the Contractor and the Inspector. Payment will not be allowed for labor, materials, or equipment included on T&M sheets signed by anyone other than the Inspector or the Inspector's immediate supervisor.

D. General

It is the intent of the City to settle all Change Orders full and final at the time the Change Order is issued. Therefore, the following paragraph will be incorporated, in writing, on all Change Orders:

"The compensation (time and cost) set forth in a Change Order comprises the total compensation due the Contractor, all Subcontractors, and all Suppliers, for the Work or change defined in the Change Order, including impact on unchanged work. By signing the Change Order, the Contractor acknowledges and agrees on behalf of himself, all Subcontractors, and all Suppliers, that the stipulated compensation includes payment for all work contained in the Change Order, plus all payment for the interruption of schedules, extended field overhead costs, delay, and all impact, ripple effect or cumulative impact on all other work under this Contract. The signing of the Change Order indicates that the Change Order constitutes full mutual accord and satisfaction for the change, and that the time and/or cost under the Change Order constitutes the total equitable adjustment owed the Contractor, all Subcontractors, and all Suppliers as a result of the change. The Contractor, on behalf of himself, all subcontractors, and all Suppliers, agrees to waive all rights, without exception or reservation of any kind whatsoever, to file any further claim related to this Change Order. No further claim or request for equitable adjustment of any type for any reasonably foreseeable cause shall arise out of or as a result of this Change Order or the impact of this Change Order on the remainder of the Work under this Contract."

Costs which shall not be paid in Change Orders under this Contract include, but are not limited to, interest costs of any type; claim preparation or filing costs; legal expenses; the costs of preparing or reviewing proposed Change Orders or Change Order proposals;

lost revenue; lost profits; lost income or earnings; rescheduling costs; costs of idled equipment when such equipment is not at the site or has not yet been employed on the Work; lost earnings or interest on unpaid retainage; claims consulting costs; and the costs of corporate officer or staff visiting the site; any compensation due to the fluctuation of foreign currency conversion or exchange rates; loss of other business; changes in taxes or increased tax rates of any kind or any costs identified as unallowable under the provisions of the Federal Acquisition Regulations.

Extensions of time shall be based solely upon the effect of delays to the Work as a whole. Extensions of time shall not be granted for delays to the Work, unless the Contractor can clearly demonstrate, through analysis of the current updated schedule, that the delay to the Work as a whole arose or will arise from causes other than normal weather, beyond the control and without fault or negligence of the Contractor, or any Subcontractor, at any tier, and that such delays will, in fact, delay the progress of the Work as a whole. The Contractor shall not be entitled to a time extension unless it submits a Time Impact Analysis which is a calculation of the extent of the delay to the end date of the Work and which shows that the Work will be extended beyond the current Contract completion date. A Time Impact Analysis is a scheduling procedure which utilizes the networking techniques (fragnets) and a written analysis of the facts associated with the alleged delay to demonstrate the effect of the alleged delay on the critical path of the schedule. A "fragnet" is defined as a sequence of new activities and/or activity revisions that are proposed to be added to the existing current updated schedule to demonstrate (mathematically and graphically) the influence of the alleged delay on the end date of the Work and shall be the sole method for incorporating delays and impacts into the schedule. The objective of a Time Impact Analysis is to pinpoint, isolate, and quantify all time impact associated with a specific issue and determine its time relationship to current or future delays. Time extensions shall not be allowed for delays to parts of the Work that are not on the critical path of the currently approved monthly updated project schedule. Time extensions shall not be granted, nor delay damages of any kind whatsoever paid to the Contractor, until all available float, slack, or contingency time on the project is used and the end date of the Work is moved beyond the current, adjusted Contract completion date.

The cost summary, cost breakdowns and requests for cost reimbursement submitted by the Contractor (for delay, disruption, hindrance and interference associated with the changes, additions, deletions or extras) shall be itemized in a manner that, with mathematical certainty and without reliance upon probabilities or inferences, segregates the direct, actual reimbursable costs associated with each individual, change, addition, deletion, extra and (on an event-by-event basis) each individual delay or disruption event. Such cost summaries, breakdowns or requests shall not be based, in whole or in part, upon any methodology (such as "total cost" or "modified total cost" methodologies) that purports to calculate the Contractor's additional costs of performance of the extra, change, addition or deletion (including without limitation the additional costs of delay, disruption or other impact) based on the difference between Contractor's total actual Project or line item costs (with or without fee) and its original bid estimate for the Project or any original bid estimate line item. In connection with the foregoing, Contractor represents and warrants that it has the ability to generate and maintain complete and accurate cost accounting records that will reflect (i) the actual costs incurred or saved for each individual item of Extra Work, change, addition, deletion (including without limitation any costs of associated delay, disruption, interference, hindrance and the cumulative impact of each extra, change, addition, deletion on other parts of the Work); and, (ii) on an event-by-event basis, the effect of each delay or disruption that forms the basis of each request for extension of time, regardless of their scope, number, complexity, cumulative effect, or time of issuance or occurrence.

Except as provided in "Temporary Suspension or Delay of Work" of the General Conditions, Contractor shall have no right to recovery of any compensation, costs, expenses or damages resulting from delay, disruption, interference, or hindrance in the performance of the Work (including without limitation interruption of schedules, excess or extraordinary extended field and indirect overhead costs, loss of productivity and the impact, ripple or cumulative effect on other Work).

Contractor waives any claim or rights and remedies based on abandonment, quantum meruit, rescission or other similar legal theory by reason of any of the following circumstances, which the Contractor acknowledges and agrees are within the reasonable contemplation of the parties: (i) changes, additions, deletions and extras to the Work after execution of the Contract and issued from time to time throughout the period of construction, regardless of their scope, number, cumulative value, or complexity, to correct errors, omissions, conflicts, and ambiguities in the Contract Documents, or to implement discretionary changes to the scope of Work requested by the City; (ii) the issuance and performance of changes, additions, deletions and extras in a manner that is not in sequence with the as-built or as-planned progress of the Work; (iii) changes due to Differing Site Conditions; (iv) suspensions of the Work or parts thereof, or limitations on access to portions or all of the Work, for the convenience of City or in the interests of the Project; (v) delay or disruption to the Work due to failure of the City, Engineer or Inspector to timely perform any contractual obligation.

E. Markups – Overhead and Profit

1. In addition to the direct expenditures specified for labor, materials and equipment in Subsection B, a fixed markup percentage will be paid for all overhead and profit, including: All insurance costs other than specifically mentioned in this Section, all field and office supervisors and assistants, all onsite project administration, security costs, the cost of small tools and consumables, incidental job burdens, and all general home office expenses and no separate allowance will be made therefor. Assistants to field and office supervisors include all clerical, stenographic, and general office help. Incidental job burdens include, but is not limited to, office equipment and supplies, temporary toilets, telephone, utilities, safety equipment, warning devices, personal protective equipment, and conformance to OSHA requirements. Project administration includes, but is not limited to, review and coordination, estimating, engineering, scheduling, and expediting relative to Change Orders, and updating and furnishing Record Drawings to incorporate changes, schedule update, supervision not applied solely to the Work of the Change Order, home office salaries and expenses, and City of Los Angeles Business Tax. The following maximum markup percentages shall be applied to the total amount of direct expenditures of the Contractor and Subcontractors, as noted in the Change Order Cost Summary Form.

Table A

Changed/Extra Work – Direct Costs	Markup Percentage
Contractor Direct Labor	20%
Contractor Direct Materials, Equipment, Other Items	15%
Subcontractor (of any tier) Direct Labor	20%
Subcontractor (of any tier) Direct Materials, Equipment, Other Items	15%
Contractor Administrative Fee for Subcontractor's (of any tier) Direct Labor, Materials, Equipment, Retail Rental Equipment, Other Items	5%

2. Bonds and Insurance

An additional allowance of one percent (1%) of all direct costs (less markup) is allowed.

3. Add/ Deduct Changes

The overhead rates determined above shall be applied to all additive Change Orders, except those utilizing as-bid Unit Prices or Stipulated prices listed in the Bid Proposal.

Any change in the Work involving both extras and credits shall show a net total cost, including subcontracts. Allowances for overhead and profit to the net total cost, as specified herein above, shall be applied if the net total cost is an extra; overhead and profit allowances shall not be applied if the net total cost is a credit. When the credit is due to a reduction in unit price quantity, the Contractor shall not be entitled to retain the markups in E.1 above for the reduced quantity. The estimated cost of deductions shall be based on labor and material prices on the date the Contract was signed.

F. City Furnished Materials, Equipment and Services

The Engineer reserves the right to furnish materials, equipment and services deemed expedient for use on the Change Order Work. The Contractor shall have no claim for profit or overhead on the cost of such materials, equipment and services.

G. Equipment Costs

The rates for rental or leased equipment shall not exceed the rates listed in the Retail Rental Rates as listed in Equipment Watch, Randall Reilly Data Division, 1509 Orchard Lake Drive Charlotte, North Carolina 98270, as adjusted to the regional area of the Work under this Contract. For T&M Change Orders, the rates are established by the actual paid invoice(s) that comply with the requirements of Subsections G.1 and G.3. Owned equipment costs shall not exceed the rates established by Subsection G.2. The most recent published edition in effect at the commencement of actual equipment use on Change Order Work shall be used.

The rates paid for any rented or leased equipment or tools shall include, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind,

depreciation, storage, insurance, profit and all incidental costs associated with the operation of the equipment or tools.

It is the responsibility of the Contractor to include any appurtenances added to equipment which would increase the basic rate for said equipment (i.e., hoe-ram, oversize bucket, etc.) as established in the acceptable rental rate guide. All equipment and/ or tools shall be acceptable to the Inspector, in good working condition, suitable for the purpose for which it is to be used, and necessary to complete the Change Order Work. Payment will be based on the manner in which the equipment was actually powered, operated and modified per the equipment manufacturer's recommendations.

1. Rented or Leased Equipment

For equipment rented or leased (including lease with purchase option) in arm's length transactions from outside vendors, the Contractor shall be paid the actual invoiced, rented or leased rates provided that the invoiced lease or rental rates do not exceed the rates set forth in the Equipment Watch retail rental rates. Arm's length rental or lease transactions are those in which the firm involved in rental or lease of such equipment is not associated with, owned by, have common management, directorship, facilities, or stockholders with the firm renting the equipment. Submittal by a Contractor of a retail rental or leased invoice from the lessor will be prima facie proof of compliance with the above. However, such invoices are not conclusive proof; if questioned, the burden of proof remains with the Contractor. In no event shall the leased equipment rate billed to the City be at rates exceeding those prescribed in the following table:

Actual Usage (Change Order & Contract Work Combined)	Payment Category
Less than 8 hours	Hourly Rate
8 or more hours but less than 7 days	Daily Rate
7 or more days but less than 30 days	Weekly Rate
30 calendar days or more	Monthly Rate

a. When in Use:

Actual equipment use time documented by the Inspector shall be the basis that the equipment was utilized on the changed work and paid for under the T&M Change Order. In addition to the lease or rental rate, equipment-operating costs shall not exceed the estimated hourly operating rate as set forth in the Blue Book. The hours of operation shall be based upon actual equipment usage on the T&M Change Order Work as recorded by the Inspector. For multiple shift work sequences, the allowable equipment rate shall not exceed fifty percent (50%) of the base rate, for second or third shifts.

b. When Idle:

Idle equipment is equipment on site and necessary to perform the T&M Change Order Work, but periodically not in actual use due solely to the impact of the changed work. Equipment operating costs due to idle time, documented by the Inspector, shall be paid at the rate determined in "G" (1) above. The "ESTIMATED OPERATING COST \$/HR" will not be paid when the equipment is idle. Idle time shall include a reasonable time

allowance to and from the project site. Payment for equipment necessary to be on the site to complete the Work, but not in actual use due solely to the impact of the T&M Change Order Work, shall be paid per Caltrans Standard Specifications Section 8-1.07C, provided that its presence and necessity on the site has been documented by the Inspector, and further provided that the equipment was idled solely by actions of the City.

Payment for equipment or tools shall be limited to hours actually used on the T&M Change Order Work if the equipment or tool is already on site for Work under the original Contract. No "standby" time will be paid for equipment already on site for Work under the original Contract. Mark Up for retail rental equipment will be per Table A in Section E.1.

If equipment or tools are used intermittently and, when not in use, could be returned to the rental source at less expense than holding it at the work site, it shall be returned, unless the Contractor elects to keep it at the work site at no expense to the City.

2. Owned and Other Equipment

Equipment rates for owned equipment or equipment provided in other than arm's length transactions shall not exceed the total hourly costs as set forth in the Caltrans "Labor Surcharge and Equipment Rental Rates" effective at the time the T&M Change Order Work is performed. (The Caltrans equipment rental rates are available on the internet at <http://www.dot.ca.gov/hq/construc/equipmnt.html>.) If the equipment is not listed in Caltrans, then the Owned Rental Rate in Equipment Watch shall be used. When using Equipment Watch, the hourly rate for any period less than 7 days shall be the weekly rate divided by 40, plus the Operating Cost. Except as noted herein below, this equipment hourly rate plus the estimated operating cost per hour from Equipment Watch will be paid for each hour the equipment actually performs the T&M Change Order Work. Daily records listing the equipment units and their respective operators, identification code, and actual usage on the T&M Change Order Work, as certified at the end of each work day (or work shift if the Work is being performed in multiple work shift sequence) by the Inspector shall be the record upon which actual equipment use shall be based. For multiple shift work sequences, the Caltrans overtime factor shall be applied. When using the Blue Book, one-half the Non-Operating Cost will be deducted for second and third shifts. The Non-Operating Costs are the Blue Book monthly or weekly/40 rates, as applicable. It is agreed that this rate shall represent payment in full for all the Contractor's and Subcontractor's direct costs.

a. When Idle:

Payment for equipment necessary to be on the site to complete the Work, but not in actual use due solely to the impact of the changed work, shall be paid per Caltrans Standard Specifications Section 8-1.07C, provided that its presence and necessity on the site has been documented by the Inspector, and further provided that the equipment was idled solely by actions of the City. (When using the Blue Book the payment for idle time shall not exceed fifty percent (50%) of the Non-Operating Cost.) Idle equipment time will only be paid as a function of delays specifically directed or caused by the City's actions. In no event shall the idle time claimed in a day for a particular piece of equipment exceed the normal work schedule established for the project - usually eight (8) hours per

day or forty (40) hours per week, and excluding Saturdays, Sundays, and holidays. For multiple shift work sequence, the allowable idle equipment rate shall not be allowed, for second or third shifts. It is agreed that this rate shall represent payment in full for all the Contractor's and Subcontractor's direct costs.

3. Equipment Haulage and Set-up Costs

Documented and actual equipment haulage and set-up costs shall be paid for, if applicable as set forth in Subsection B.3.

4. Other Equipment Cost Guides

In the event that an owned piece of equipment used on a Change Order is not listed in Caltrans or Equipment Watch, costs may be derived from the Associated General Contractor's of America Equipment Ownership Guide, the Associated Equipment Dealers Guide, or the Equipment Rate Guide published by the U.S. Army Corps of Engineers as adjusted appropriately for the type of work and use and the regional area of the Work under this Contract.

H. Records

At any time should the Contractor deviate substantially from the schedule, method and sequence of operation, equipment, cost or pricing data furnished by the Contractor and agreed to by the City in connection with the Change Order or should the City determine that any price negotiated in connection with the Change Order is defective due to such deviation or the fault of the Contractor, the City reserves the right to reduce the Change Order cost and reissue the Change Order at the amount in which the City determines to be the actual costs to complete the Change Order Work.

Whenever any material or process is indicated or specified by patent or a proprietary name, or by name of a manufacturer in the Change Order, such direction shall not relieve the Contractor's responsibility or obligation to perform Work in accordance with the Contract requirements. The Contractor shall be solely responsible for, and have control over construction means, methods, techniques, sequences and procedures, coordination of all portions of the Contract and Change Order Work.

The Contractor shall on a weekly basis submit an approximate accounting of the amount expended on the T&M Change Order Work to date and an estimate of the Impact to the time of performance of the Contract Work.

I. Partial Payments for Time and Materials Change Order Work.

Progress payments for T&M Change Order Work shall only be made if the anticipated cost of the changed work is in excess of \$100,000 and/or the time to perform the changed work will exceed two (2) months duration. To receive payments for T&M Change Order Work, the Contractor shall submit to the Engineer an invoice of the daily reports which were verified by the Inspector, with details and documents, verifying the Contractor's and Subcontractor's actual costs incurred for the T&M Change Order Work as set forth in Subsections B through H. Costs shall be submitted within thirty (30) calendar days after the T&M Change Order Work has been satisfactorily completed unless an extension of time for submittal is authorized in writing by the Inspector.

J. Field Office Overhead - Rate Per Day:

Subject to the provisions of this Subsection and "Temporary Suspension or Delay of Work" of General Conditions, for each day of approved time extension due solely to extras, changes, and additions to the Work, Contractor shall be entitled to compensation for additional Daily Field Office Overhead as set forth herein. As a further condition to the Contractor's right to such additional compensation, the Contractor shall submit a detailed listing of the Daily Field Office Overhead cost components which are time related. The individual cost components shall represent costs which have been or will be incurred or increased as a sole or direct result of the time extension. This listing may include, but is not limited to, onsite project management, supervision, engineering, and clerical salaries; onsite office utilities and rent; onsite company vehicles and their operating expenses; site maintenance and security expenses. Daily Field Office Overhead costs which are unaffected by the increased time or time extension in the Change Order shall not be allowable costs of the Daily Field Office Overhead rates. These cost components include, but are not limited to, acquisition and installation of plant, stationary equipment, temporary construction facilities, utilities and office furnishings (unless such items are rented or leased); the preparation of the site including clearing, grubbing, grading, and fencing; and mobilization and demobilization expenses. The listing of the Daily Field Office Overhead cost components described above must be based on the Contractor's actual Field Office Overhead costs. This listing must be submitted with the first Change Order proposal that includes a time extension request per Subsection D. If the Contractor's time related Daily Field Office Overhead cost changes for subsequent compensable delays, then the Contractor shall submit a new Daily Field Office Overhead rate based on the Contractor's time related Daily Field Office Overhead costs at the time of the subsequent delay. If change order work is performed during a compensable delay, any Daily Field Office Overhead costs paid by that change order shall be deducted from the compensation owed for additional Daily Field Office Overhead during the same time period.

The Daily Field Office Overhead rate shall be multiplied by the number of days the Contract is to be extended in the Change Order, and shall then be added to the agreed upon costs of the Change Order. No markup for overhead costs and no profit allowance shall be allowed on the Extended Daily Field Office Overhead cost component of the Change Order. The derivation of an extended home office overhead rate and its application to Contract time extensions shall not be allowed.

The information submitted above shall be submitted in sufficient detail to allow review, and shall be prepared in accordance with generally accepted accounting principles and applicable portions of the Federal Acquisition Regulations. The Engineer shall have the right to have an audit of the Contractor's costs performed, at the Contractor's sole expense, if the costs submitted are considered by the Engineer to be excessive, questionable, or unsupported. The overhead rates determined above shall be applied to all additive Change Orders, except those utilizing original as-bid unit prices under Subsection A.

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SECTION 01255
PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA

1.1 THE REQUIREMENT

A. If the ENGINEER determines that any price, including profit or fee, negotiated in connection with any Change Order under this Contract, or any cost reimbursable under this Contract, was increased because:

1. the CONTRACTOR furnished cost or pricing data which was not accurate, complete, and current as certified in the CONTRACTOR'S Certificate of Current Cost or Pricing Data;
2. a Subcontractor or prospective Subcontractor furnished cost or pricing data was submitted in support of a subcontract cost estimate furnished by the CONTRACTOR but which was not accurate, complete, and/or current as of the date certified in the CONTRACTOR'S Certificate of Current Cost or Pricing Data; or,
3. the CONTRACTOR or a Subcontractor or prospective Subcontractor, at any tier, furnished any data not within subsection 1.1A(1) or 1.1A(2), above, which was not accurate as submitted;

then the price shall be reduced accordingly, and the Contract shall be modified in writing as may be necessary to reflect such reduction. However, any reduction in the Contract price due to defective subcontract data of a prospective Subcontractor, when the subcontract was not subsequently awarded to such Subcontractor, will be limited to the amount (plus applicable overhead and profit allowances) by which the actual subcontract or actual cost to the CONTRACTOR if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the CONTRACTOR; provided that the actual subcontract price was not affected by defective cost or pricing data.

- B. The following certification from the CONTRACTOR is required to be provided on all Change Order quotations or requests for equitable adjustment in excess of ten-thousand dollars (\$10,000).

CERTIFICATION OF CURRENT COST
AND PRICING DATA

This is to certify that, to the best of my knowledge and belief, cost or pricing data submitted in writing, or specifically identified in writing if actual submission of the data is impracticable, to the CITY in support of **[CONTRACTOR is to insert appropriate identification such as Change Order quotation, proposal quotation, price adjustment, etc.]** are accurate, complete, and current as of **[CONTRACTOR to insert date]**.

CONTRACT NO.: _____
PROPOSED CHANGE ORDER NO.: _____
FIRM: _____
NAME: _____
TITLE: _____
DATE: _____
SIGNATURE: _____

(END OF SECTION)

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SECTION 01291
NOTICE TO WITHHOLD AND/OR STOP NOTICE

1.1 THE REQUIREMENT

- A. When a "Notice to Withhold" or "Stop Notice" is served upon the CITY, or the Board, pursuant to the lien statutes of the State of California, to withhold sufficient funds from payments to the CONTRACTOR in support of a claim resulting from default by the CONTRACTOR in payment for labor or materials used in prosecution of the Contract, the CITY shall withhold from payment due the CONTRACTOR an amount of money equal to the amount of the claim stated in the "Notice to Withhold" or "Stop Notice," and an additional amount equal to twenty-five percent (25%) of the amount of said claim, to defray the costs of litigation in the event of court action on the claim, for a total withholding of one and one quarter (1-1/4) times the stated amount of the claim. At the discretion of the CITY, the CITY may allow the CONTRACTOR to file with the CITY the bond referred to in the Civil Code of the State of California after which said monies will not be withheld on account of such "Notice to Withhold" or "Stop Notice."
- B. In the event the Contract is terminated for CONTRACTOR default, any funds due the CONTRACTOR and retained by the CITY in accordance with SECTION 01292 -PAYMENTS of these GENERAL REQUIREMENTS, shall become the property of the CITY to the extent necessary to repay to the CITY any excess in the Contract Price above the cost of the Work completed at the time of termination. After issuance of Notice To Discontinue Work, no further payments will be made to the CONTRACTOR for the Work covered by the notice until completion of work and final settlement has been made.

(END OF SECTION)

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SECTION 01292 PAYMENTS

1.1 PAYMENT FOR MOBILIZATION

- A. Payment for mobilization shall be limited to those items of work described in MOBILIZATION of these GENERAL REQUIREMENTS. Whether Mobilization is included as a Contract Bid Item in the Bid Proposal Form or specified as part of the lump sum in the Contract Documents, the amount shall include full compensation for furnishing the labor, materials, tools, equipment and incidentals for all of the Work involved in mobilization in advance of construction operations. The CONTRACTOR shall submit to the ENGINEER for approval the Contract Price Breakdown with the amount established for mobilization.
- B. The CONTRACTOR shall submit to the INSPECTOR for approval a breakdown of the amount established for mobilization. Total payment (100%) for obtaining insurance and bonds will be made upon proof of payment for those items. The payment for all other items of mobilization will be made when those items of mobilization have been completed and as specified below:
 - 1. When the monthly partial payment estimate of the amount earned, not including the amount earned for mobilization, is five percent (5%) or more of the original Contract amount, the total amount earned for mobilization may be up to fifty percent (50%) of the Contract item price for mobilization. This amount will be included in the said estimate for payment.
 - 2. When the monthly partial payment estimate of the amount earned, not including the amount earned for mobilization, is ten percent (10%) or more of the original Contract amount, the total amount earned for mobilization may be up to seventy-five (75%) of the Contract item price for mobilization. This amount will be included in the said estimate for payment.
 - 3. When the monthly partial payment estimate of the amount earned, not including the amount earned for mobilization, is twenty percent (20%) or more of the original Contract amount, the total amount earned for mobilization may be up to ninety-five percent (95%) of the Contract item price for mobilization. This amount will be included in the said estimate for payment.
 - 4. When the monthly partial payment estimate of the amount earned, not including the amount earned for mobilization, is fifty percent (50%) or more of the original Contract amount, the total amount earned for mobilization may be up to one hundred percent (100%) of the Contract item price for mobilization. This amount will be included in the said estimate for payment.
- C. The adjustment provisions in CHANGE ORDERS of these GENERAL REQUIREMENTS, and the retention of funds provisions in this Section, shall not apply to the Contract lump sum item for Mobilization.

- D. When other Contract items are adjusted as provided in CHANGE ORDERS of these GENERAL REQUIREMENTS, if the costs applicable to such item of work include mobilization costs, such mobilization costs will be deemed to have been recovered by the CONTRACTOR by the payments made for mobilization and will be excluded from consideration in determining compensation under said Article.
- E. When the Contract does not include a Contract pay item for mobilization as specified above, full compensation for any necessary mobilization required shall be considered as included in the prices paid for the various Contract items of work involved and no additional compensation will be allowed.

1.2 PAYMENT FOR PERMITS

- A. The Contractor shall obtain and pay for all permits necessary for performance of the Work in accordance with the provisions of PERMITS AND CONSTRUCTION EASEMENTS of the GENERAL CONDITIONS. If the Bid Proposal provides an allowance for Permits, the CONTRACTOR shall include in the Bid the amount stipulated under PERMITS in the SCHEDULE OF WORK AND PRICES in the Bid Proposal as an allowance for the costs of all required permits. Costs shall be limited to the actual fees paid to the agencies and will be reimbursed based on original receipts only and no overhead or profit shall be added to the cost of the permits. The CONTRACTOR shall deliver to the ENGINEER with each permit the original receipt. After all permits have been obtained and delivered, the actual costs of all permits shall be reviewed by the CONTRACTOR and the ENGINEER. If the total costs differ from the amount set forth in the SCHEDULE OF WORK AND PRICES, the Contract Price shall be adjusted by a Change Order for the difference between the total actual costs and the amount included in the Bid, as an additional amount due the CONTRACTOR or a credit to the CITY, as appropriate.

1.3 MONTHLY PROGRESS PAYMENTS

A. General

- 1. The quantities listed in the Bid schedule will not govern final payment. Payment to the CONTRACTOR will be made only for actual quantities of Contract items constructed in accordance with the Plans and Specifications. Upon completion of construction, if the actual quantities show either an increase or decrease from the quantities given in the Bid schedule, the Contract Unit Prices will prevail subject to the provisions of CHANGE ORDERS of these GENERAL REQUIREMENTS.
- 2. The unit and/or lump sum prices to be paid shall be full compensation for the items of work and all appurtenant work, including furnishing all materials, labor, equipment, tools, and incidentals.
- 3. Payment will not be made for materials wasted or disposed of in a manner not called for under the Contract. This includes rejected material not unloaded from vehicles, material rejected after it has been placed, and material placed outside of the Plan lines. No compensation will be allowed for disposing of rejected or excess material.
- 4. Payment for work performed or materials furnished under an Assessment Act Contract will be made as provided in particular proceedings or legislative act under which such Contract was awarded.

5. Whenever any portion of the Work is performed by the CITY at the CONTRACTOR'S request, the cost thereof shall be charged against the CONTRACTOR, and may be deducted from any amount due or becoming due from the CITY.
6. Whenever immediate action is required to prevent injury, death, or property damage, and precautions which are the CONTRACTOR'S responsibility have not been taken and are not reasonably expected to be taken, the CITY may, after reasonable attempt to notify the CONTRACTOR, cause such precautions to be taken and shall charge the cost thereof against the CONTRACTOR, or may deduct such cost from any amount due or becoming due from the CITY. CITY action or inaction under such circumstances shall not be construed as relieving the CONTRACTOR or its Surety from liability.
7. Guarantee periods shall not be affected by any payment, but shall commence on the date equipment or material is placed into service at the direction of the CITY. In the event such items are not placed into service, prior to partial or final completion of the project, the guarantee period will commence on the date of completion.
8. If the Contract comprises two or more major units of work readily separable and divisible, and for which separate prices are stipulated in the Contract, the CONTRACTOR may make separate requests for progress payment on each such unit, and the CITY will make such progress payments, statement of completion, acceptance, retention, and final payment in accordance with the procedure specified above for the entire Contract.
9. The making of any payment to the CONTRACTOR under this Contract shall not relieve the CONTRACTOR of any obligations hereunder. The CONTRACTOR is obligated to complete the Contract in its entirety and to deliver to the CITY such acceptably completed work, finished product or structure as is specified in the Contract, at the time or times specified. Until this Contract is fully performed by the CONTRACTOR, and the Work, product, or structure produced thereby is accepted by the CITY, the CONTRACTOR shall also be obligated to repair, replace, restore, or rebuild any fully or partially completed work or structure, or any materials or equipment required to be provided under the Contract which may be damaged, lost, stolen, or otherwise injured in any way. This particular obligation of the CONTRACTOR, with respect to any major unit of the type mentioned in this Section, will terminate upon the completion by the CONTRACTOR and acceptance by the CITY of such major unit.

B. Monthly Request for Payment

1. Unless otherwise prescribed by law, three (3) working days prior to the last work day of each month, or other such date mutually agreed upon by the CONTRACTOR and the INSPECTOR, the CONTRACTOR shall prepare and submit to the INSPECTOR, an estimate of the cumulative amount and value of acceptable Work performed by the CONTRACTOR at the Jobsite up to that date. The value of the completed Work shall be based on the approved Schedule of Values in accordance with the provisions of SCHEDULE OF VALUES/CONTRACT PRICE

BREAKDOWN of these GENERAL REQUIREMENTS. Said amount shall also include the value of all acceptable materials and equipment for the Contract that have been delivered and suitably stored but not yet used in the Work, subject to the requirements of this Section.

2. The CONTRACTOR will be required to make all monthly requests for payment on the CITY'S Contract Payment Request Form. CONTRACTOR shall submit Contract Payment Request Form with the approved Payment Request estimate of work to the INSPECTOR. That form requires that the CONTRACTOR certify, under penalty of perjury, to the following:
 - a. No workers were required or permitted to work more than eight (8) hours in any one calendar day, except in cases of emergency, and except as provided by law.
 - b. Not less than the prevailing rates of wages, as set forth in the Contract for this Work, have been paid all laborers, workers, and mechanics employed to perform this Work.
 - c. There were no substitutions of Subcontractors, no assignment or transferences of Subcontractors or Sub-Subcontractors, except as approved by the Board of Public Works.
 - d. All of the provisions of Los Angeles Administrative Code, Section 10.8, pertaining to non-discrimination in employment have been complied with.
- C. Payments for undelivered equipment, specifically manufactured equipment to be incorporated into the Work, excluding "off the shelf" or catalog items, will be made when all of the following conditions exist:
 1. The equipment must be specifically designated in the Technical Specifications for partial payment prior to delivery,
 2. The equipment to be specifically manufactured for the Project could neither be readily utilized on, nor diverted to, another job; and,
 3. A fabrication period of more than six (6) months is anticipated.
- D. On lump-sum Contracts the INSPECTOR'S estimate of the monthly payment due the CONTRACTOR is an estimate of work acceptably completed and will not be required to be made by strict measurement.
- E. Upon verification and approval by the INSPECTOR, the progress payment estimate shall be forwarded to the Payment Section of the Bureau of Contract Administration for processing.
- F. Payment to the CONTRACTOR shall be made within 30 days after an undisputed and properly submitted payment request is received from the CONTRACTOR by the Bureau of Contract Administration Payment Section.

- G. The CITY shall retain a portion of the amount otherwise due to the CONTRACTOR, as follows:
1. Retention of five percent (5%) will be held on the original Contract value on each approved payment claim until the amount paid of the original Contract equals fifty percent (50%). The INSPECTOR may then, at its sole discretion, discontinue further retention on the original Contract value for all subsequently approved payment claims.
 2. At any time during the course of the Contract, the INSPECTOR may, at its sole discretion, reinstate the five percent (5%) retention.
 3. In the event the Contract is terminated for CONTRACTOR default, any funds due the CONTRACTOR and retained by the CITY in accordance with these provisions, shall become the property of the CITY to the extent necessary to repay to the CITY any excess in the Contract Price above the cost of the Work completed at the time of termination. After issuance of Notice To Discontinue Work, no further payments will be made to the CONTRACTOR for the Work covered by the notice until completion of work and final settlement has been made.
- H. Additional deductions will be made from each monthly payment request for amounts due the CITY as follows:
1. Equipment or materials furnished by the CITY.
 2. Services rendered to the CONTRACTOR by the CITY.
 3. Amounts due the CITY for liquidated damages under the terms of the Contract.
 4. Amounts required to be deducted by federal, state, or local governmental authority or other provisions of these Contract Documents.
- I. From the balance thus determined will be deducted the amount of all previous payments, and the remainder shall constitute the monthly payment due the CONTRACTOR.
- J. The monthly payments may be withheld or reduced, for the following reasons:
1. If the CONTRACTOR is not diligently or efficiently complying with the express intent of the Contract;
 2. If there are unresolved Notices of Non-Compliance;
 3. If Technical Manuals are not submitted;
 4. If Record Drawings are not kept up-to-date;
 5. If progress photographs are not submitted;
 6. If construction schedules are not submitted in accordance with these General Requirements; or

7. If the Solid Waste Diversion and Disposal Report is not submitted with progress payment estimate.
 8. Failure of the CONTRACTOR to maintain insurance as required by the CONTRACT.
 9. Upon written request of the ENGINEER.
- K. The CONTRACTOR shall promptly submit the following in response to requests by the INSPECTOR:
1. All information and records necessary to determine the cost of the Work for purposes of estimating monthly payment.
 2. All itemized statements, in a form satisfactory to the INSPECTOR, of the actual cost of all acceptable materials delivered by the CONTRACTOR to the site.
- L. The making of any payment to the CONTRACTOR shall not relieve the CONTRACTOR from Contractual obligations. These payments shall not be construed as the transfer of ownership of any equipment or materials to the CITY.
- M. Responsibility of ownership shall remain with the CONTRACTOR who shall be obligated to store, protect, repair, replace, rebuild or otherwise restore any fully or partially completed work or structure for which payment has been made. The CONTRACTOR shall replace any materials or equipment required to be provided under the Contract which may be damaged, lost, stolen, or otherwise degraded in any way prior to acceptance of the Work under the Contract.
- N. Escrow Account for Retention Payments
1. Under Section 22300 of the Public Contract Code, the CONTRACTOR has the option to deposit securities with an Escrow Agent as a substitute for the CITY withholding the required five percent (5%) retention from progress payments to ensure performance of any contract entered into between the CITY and the CONTRACTOR. Provided adequate value of securities is on deposit with the Escrow Agent, retention payments are then made directly to the CONTRACTOR by the CITY. As an option, Section 22300 also permits the CONTRACTOR to have retention payments made directly to the Escrow Agent, with no requirement for the CONTRACTOR to deposit securities with the Escrow Agent. If the CONTRACTOR requests neither of the above alternatives, the retention funds will be retained by the CITY and invested by the City Treasurer, in which case, interest earned will accrue to the benefit of the CITY.
 2. Under the terms of the Escrow agreement, the CONTRACTOR has the option to arrange to deposit securities up front for up to the full five percent (5%) of the total amount of the Contract (**Option "A"**), or to have the CITY make payments directly to the Escrow Agent for the amount the CITY withholds for the required retentions with no requirement for the CONTRACTOR to deposit securities in advance (**Option "B"**). These arrangements are set forth in the Escrow Agreement.

3. At the CONTRACTOR'S request, the Bureau of Accounting will provide the necessary paperwork to establish the Escrow Account. For information contact:

Ester Paras; Senior Accountant II
Ester.paras@lacity.org
(213) 978 -0927

1.4 PAYMENT FOR MATERIALS OR EQUIPMENT DELIVERED AND STORED ON THE JOBSITE

- A. Materials and/or equipment are eligible for partial payment when delivered and stored at the Worksite as follows:
 1. Each individual piece of the material or equipment must be valued at \$5,000 minimum.
 2. The materials and equipment are intended for permanent installation.
 3. The materials or equipment are specifically delineated in the Contract, specially manufactured for this project and not readily useable on other projects.
 4. The CONTRACTOR shall store the materials and equipment as required in STORAGE OF MATERIALS AND EQUIPMENT in these GENERAL REQUIREMENTS.
 5. Living, perishable, degradable or standard stocked items are ineligible.
- B. The partial payment is limited to the lesser of 1) Ninety-five percent (95%) of the invoice cost, or 2) The bid item amount less an estimate by the City for installation.
- C. The CONTRACTOR shall include cost-loaded scheduling activities for items of material and equipment that the CONTRACTOR intends to request "Partial Payment for Materials or Equipment Delivered and Stored on the Job Site".
- D. The CONTRACTOR shall provide all documentation necessary to establish the cost of such materials and equipment for the "Schedule of Values".
- E. Prior to start of Work, the CONTRACTOR shall provide the INSPECTOR with a list of all materials or equipment proposed to receive partial payment under the provisions of this Article, along with its supplier, fabricator or manufacturer.
- F. Change orders and/or time extensions will not be issued for any costs or impacts related to compliance with this section, including documentation, special handling, or special storage.

1.5 PAYMENT FOR MATERIALS OR EQUIPMENT STORED OFF THE JOBSITE

- A. Partial payment for materials or equipment stored off the Jobsite shall be subject to the following conditions:

1. Payment will not be made for any materials or equipment unless each individual piece of the material or equipment becomes a permanent part of the Work and has a value of more than \$5,000.
 2. The materials and/or equipment are required by the Specifications, and are specifically manufactured for the Project and could not readily be utilized or diverted to another job.
 3. No payment will be made for living or perishable plant material, or for degradable materials such as rock, sand, cement, or for reinforcing steel, miscellaneous piping, off the shelf and catalog items, or similar items, until they are incorporated into the Work.
 4. Payment for the materials or equipment stored shall not exceed sixty percent (60%) of the invoice cost of the materials or equipment. Percent of the invoice paid shall be at the discretion of the CITY. The amount paid shall not exceed the total amount of the Bid item less an amount estimated for installation.
- B. The CONTRACTOR shall include cost loaded activities for the materials and equipment, for which payment will be requested, in the Schedule of Values. The CONTRACTOR shall provide all documentation necessary to establish the cost of the materials or equipment.
- C. All suppliers, fabricators, or manufacturers who intend to furnish materials or equipment to the CITY must file a notice with the CITY in accordance with the State of California lien laws.
- D. Each supplier, fabricator or manufacturer shall file a list, with the INSPECTOR, indicating the materials or equipment to be furnished to the Project. They shall also provide a notarized declaration from their company indicating the employees authorized to sign an unconditional release for the company. The persons signing the declaration and the unconditional release shall be identified by name and title.
- E. Each request for payment shall include a notarized Unconditional Release that conforms to the California Civil Code for no less than 60% of the invoice cost of the materials or equipment. The release shall be signed by an authorized employee identified in the corporate declaration. The request shall include the suppliers invoice for the materials or equipment.
- F. The CONTRACTOR shall store the materials and equipment as required in STORAGE OF MATERIALS AND EQUIPMENT of these GENERAL REQUIREMENTS, in a bonded warehouse or facility approved by the INSPECTOR. The storage site shall be located within fifty (50) miles of the geographic limits of the CITY. The materials and equipment shall be physically segregated from all other materials or equipment within the facility and shall be identified as being the "PROPERTY OF THE CITY OF LOS ANGELES". The CONTRACTOR shall exercise all measures necessary to ensure preservation of the quality, quantity, and fitness of such materials or equipment and shall perform the manufacturers' recommended maintenance of the materials or equipment. The CONTRACTOR shall inspect the materials and equipment, and submit a monthly written report to the INSPECTOR listing all the equipment stored, results of their inspection, and the maintenance performed.

- G. The CONTRACTOR shall grant the INSPECTOR and the ENGINEER access to the storage facility at any time and assist the INSPECTOR and the ENGINEER in conducting a full view, piece by piece, inventory of all such material or equipment.
- H. The CONTRACTOR shall provide all additional insurance necessary to insure the materials or equipment against loss of damage. The insurance provided shall be provided as stated in INSURANCE of the GENERAL CONDITIONS. The insurance shall cover the material or equipment, while stored at the approved site, while in transit to the Jobsite, while being off-loaded at the site and until the material or equipment is incorporated into the Work and the CONTRACT is accepted by the BOARD.
- I. The CONTRACTOR shall be responsible for any damage to, defects therein, mis-fabrication thereof, or loss of the materials or equipment.
- J. The CONTRACTOR shall be responsible for any resulting project delays or consequential damages as if the CONTRACTOR were the owner of the material or equipment until it is incorporated in the Work and accepted by the CITY.
- K. The CONTRACTOR shall absorb any and all cost incurred to meet the requirements of this article without modification in the Contract amount.
- L. The CONTRACTOR shall present the storage arrangements in writing and sign a Security Agreement, which shall be submitted to the INSPECTOR for approval by the City Attorney. This agreement shall set forth the terms of ownership, storage and insurance necessary to insure the material or equipment against damage or loss.

1.6 FINAL PAYMENT

- A. Final Payment of all monies owed the CONTRACTOR shall be made within 60 days of the date of Final Field Acceptance by the Final Inspector after deducting all prior payments and all amounts to be withheld under the provisions of the Contract, including the following items:
 - 1. Liquidated damages, as applicable;
 - 2. "Disputed Funds" including, but not limited to, the following:
 - a. Penalty and/or restitution for failure of the CONTRACTOR to pay prevailing wages as required by the contract.
 - b. Penalty for failure of the CONTRACTOR to receive approval of all Subcontractor(s) prior to said Subcontractor working on the project.
 - c. Penalty for failure of the contractor to receive approval for Subcontractor substitution(s).
 - d. Penalty for failure of the contractor to receive approval for a reduction in the dollar amount paid a bid-listed and/or approved Subcontractor;

3. Lien claims or Stop Notices filed on behalf of suppliers, Subcontractors, and labor performed in connection with the project; except, that upon submittal of a Stop Notice Release Bond issued by an approved Surety Company executed in favor of the CONTRACTOR, the CITY will release such portion of the retained funds to said CONTRACTOR that is being held solely to cover Stop Notice Claims.
- B. No claim of the CONTRACTOR under this Article shall be allowed unless the CONTRACTOR has given the required written notice. Nor shall a claim by the CONTRACTOR for an equitable adjustment hereunder be allowed if asserted after final payment under this Contract.
- C. The acceptance by the CONTRACTOR of final payment and retention shall release the CITY, its officers, agents, representatives or employees, as representatives of the CITY, from all claims and all liability to the CONTRACTOR for all matter in connection with the Work and all acts of the CITY relating to or arising out of the Work.

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SECTION 01330 SHOP DRAWINGS / SUBMITTALS

1.1 THE REQUIREMENT

- A. The CONTRACTOR shall furnish a schedule and list of all required submittals to the ENGINEER, in accordance to CONTRACTOR'S CONSTRUCTION SCHEDULE AND REPORTS of these GENERAL REQUIREMENTS, including required submittals by all Subcontractors.
- B. Wherever called for in these Specifications or on the plans, or where required by the ENGINEER, the CONTRACTOR shall furnish the submittals electronically through "e2020" (the City's web-based construction management application) to the ENGINEER for review. 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 ENGINEER at a time sufficiently early to allow review of same by the ENGINEER 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.
- C. Transmittal sheets for all design or shop drawings or other submittals shall be completed and transmitted through e2020 in accordance with Specification Section 01116 of the General Requirements.
- D. Normally, separate transmittals shall be used for each specific item or class of material or equipment for which a submittal is required. Transmittal of a submittal of various items using a single transmittal will be permitted only when the items taken together constitute a manufacturer's "package" or are so functionally related that expediency indicates a review of the group or package as a whole.
- E. 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.
- F. Except as may otherwise be provided herein, the ENGINEER will return each submittal to the CONTRACTOR, with its comments noted thereon, within **[thirty (30)]** calendar days following their receipt by the ENGINEER. It is considered reasonable that the CONTRACTOR shall make a complete and acceptable submittal to the ENGINEER by the second submission of a submittal item. The CITY reserves the right to withhold moneys due to the CONTRACTOR to cover additional costs of the ENGINEER'S review beyond the second submittal. Submittal will be returned to the CONTRACTOR with one of four (4) markings:
 - 1. If the submittal is returned to the CONTRACTOR marked "'A" NO EXCEPTIONS TAKEN," formal revision and resubmission of said submittal will not be required.

2. If the submittal is returned to the CONTRACTOR marked "'B" MAKE CORRECTIONS NOTED " formal revision and resubmission of said submittal will not be required
 3. If the submittal is returned to the CONTRACTOR marked "'C" REJECTED-RESUBMIT," the CONTRACTOR shall revise said submittal and shall resubmit said revised submittal to the ENGINEER.
 4. If the submittal is returned to the CONTRACTOR marked "'D" RECEIVED AND FILED," formal revision and resubmission of said submittal will not be required.
- G. All Work for which Shop Drawings are required shall be performed in accordance with the reviewed and approved submittal. Fabrication of an item shall not commence before the ENGINEER has reviewed the pertinent submittal and returned the copies to the CONTRACTOR marked either "'A" NO EXCEPTIONS TAKEN," or "'B" MAKE CORRECTIONS NOTED." Revisions indicated on submittals shall be considered as changes necessary to meet the requirements of the Contract Documents and shall not be taken as the basis for claims for extra work.
- H. All CONTRACTOR submittals shall be carefully reviewed by an authorized representative of the CONTRACTOR prior to submission to the ENGINEER. Each submittal shall be certified and uploaded in e2020 by the CONTRACTOR as being correct and in strict conformance with the Contract Documents. No consideration for review by the ENGINEER of any CONTRACTOR'S submittal will be made for any items which have not been uploaded in e2020 by the CONTRACTOR. All noncertified submittals will be returned to the CONTRACTOR without action taken by the ENGINEER, and any delays caused thereby shall be the total responsibility of the CONTRACTOR.
- I. Should the Shop Drawings or manufacturers data (for submittals required by the Standard Specifications or the specifications) show variations from the Contract requirements, the CONTRACTOR shall make specific mention of such variations in the submittal, in order that, if acceptable, suitable action may be taken for proper adjustment of the Contract; otherwise the CONTRACTOR will not be relieved of the responsibility for executing the work in accordance with the Contract Documents, and the approved submittals.
- J. The ENGINEER'S 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.

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SECTION 01350

AUDIT AND ACCESS TO RECORDS

1.1 THE REQUIREMENT

- A. The CONTRACTOR shall maintain books, records, estimates, communications, payroll documents and other evidence directly pertinent to performance of Work under this Contract in accordance with generally accepted accounting principles and practices consistently applied for a period of no less than four (4) years from the date of the Project acceptance by the Board of Public Works. The CONTRACTOR shall also maintain the financial information and data used by the CONTRACTOR in the preparation or support of any cost submissions required for this Contract, or any Modifications or claims, and a copy of the cost summary submitted to the CITY. The CITY authorized representatives shall have access, at all times during normal business hours, to such books, records, documents and other evidence for the purpose of inspection, audit and copying. The CONTRACTOR will provide proper facilities for such access and inspection.
- B. The CONTRACTOR agrees to make A through G of this Article applicable to this Contract and all Modifications or claims affecting the Contract price. The CONTRACTOR agrees to include A through G of this Article in all his contracts and all tier subcontracts in excess of \$10,000, and to make A through G of this Article applicable to all Modifications and claims related to project performance.
- C. Audits conducted under this Article shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agency.
- D. The CONTRACTOR agrees to the disclosure of all information and reports resulting from access to records under A and B of this Article, to the CITY and affected agencies.
- E. Records under A and B of this Article shall be maintained and made available during performance of Work under this Contract within the time period specified in A of the Article.. In addition, those records which relate to any portion of this Contract, to any Modification, to any dispute, to litigation, to the settlement of claims arising out of such performance, or to costs or items to which an audit exception has been taken, shall be maintained and made available within the time period specified in A of the Article.
- F. This right of access Article applies to financial records pertaining to this Contract and all Contract Modifications. In addition this right of access applies to all records pertaining to all contracts, contract modifications, and contract amendments:
 - 1. To the extent the records pertain directly to Contract performance;
 - 2. If there is any indication that fraud, gross abuse or corrupt practices may be involved; or
 - 3. If the Contract is terminated for default or for convenience.

- G. Access to records is not limited to the required retention periods. The authorized representatives designated in A of this Article shall have access to records at any reasonable time for as long as the records are maintained.
- H. Provided that CITY has made demand for access or audit, pursuant to this Section, CONTRACTOR'S compliance with provisions A through G of this Section shall be a condition precedent to maintenance of any legal action or proceeding by the CONTRACTOR against the CITY and to CONTRACTOR'S right to Progress or Final Payment. Without limitation to the foregoing, or to any other provisions for withholding set forth in the Contract Documents, CITY shall have the right, in its sole discretion and in addition to any right of withholding of retention, to further withhold from any payment to CONTRACTOR a sum of up to ten percent (10%) of the total amount set forth in CONTRACTOR'S current, unpaid Application(s) for Payment, until CONTRACTOR has complied with any outstanding and unsatisfied request by CITY for audits under this Section. Upon CONTRACTOR'S compliance with this Section, any monies withheld pursuant to this Paragraph solely due to CONTRACTOR'S failure to permit an audit requested by CITY shall be released to CONTRACTOR.
- I. CONTRACTOR hereby consents and agrees that any failure by CONTRACTOR to provide access to records as provided in A through G of this Section shall be specifically enforceable by issuance of a preliminary and/or permanent mandatory injunction by a court of competent jurisdiction based on affidavits submitted to such court, without the necessity of oral testimony, to compel CONTRACTOR to permit access and inspection of the records or to require delivery of the records to CITY for inspection.

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SECTION 01453

SAMPLING, TESTING AND FABRICATION INSPECTION

1.1 THE REQUIREMENT

A. General

1. All materials and fabricated articles furnished by the CONTRACTOR shall be subject to inspection and testing and no materials or fabricated articles shall be incorporated into the Work until they have been inspected and accepted by the INSPECTOR. The CONTRACTOR shall ensure that all items requiring shop inspection are inspected at their source by the INSPECTOR or by an independent inspection or testing laboratory (IITL) that has been approved by the INSPECTOR.
2. Fabrication shall be subject to inspection by the INSPECTOR, to ensure strict compliance with the requirements of the Contract Documents. Such inspection shall include mill, plant, shop or field inspection, as required. The INSPECTOR shall be permitted access to all parts of the Work, including plants where materials or equipment are manufactured or fabricated. When a third party INSPECTOR is approved, monthly meetings may be scheduled with the INSPECTOR at the manufacturing facility to review the progress of the Work and the inspection activities. The INSPECTOR will determine the number of trips based on the manufacturing schedule for the material or fabricated article(s). The CONTRACTOR shall include in the Bid all costs associated with these inspections, except for the costs for CITY personnel as set forth herein which shall be reimbursed under the Bid Item ALLOWANCE FOR CITY INSPECTION, if provided in the SCHEDULE OF WORK AND PRICES.
3. All fabricated items shall be fabricated from Shop Drawings, which have been submitted to the ENGINEER and approved in accordance with SUBMITTALS of the GENERAL REQUIREMENTS. Shop inspection shall be provided on all materials and/or equipment so designated on the CONTRACTOR'S approved Shop Drawings or Contract Documents. The CONTRACTOR shall provide approved Shop Drawings and the corresponding Contract Specification to the INSPECTOR or IITL for use in the inspection and testing of the items to be fabricated.
4. Any item requiring inspection that is delivered to the job site without having been inspected and approved by the Bureau of Contract Administration or an approved third party inspection agency will be rejected by the Project Inspector. The BCA Materials Control Group will not perform any inspection at the job site. It is the Prime CONTRACTOR'S responsibility to ensure that all items requiring shop inspection are inspected at their source by the BCA Materials Control Group, or by an inspection or testing laboratory that has been approved by the BCA Materials Control Group. The City shall be held harmless for any delays resulting from the CONTRACTOR'S or fabricator's failure to obtain the required inspections.
5. Prior to any fabrication, there shall be a Prefabrication Meeting either at the fabricator's location or via telephonic conference. A representative of

the CITY and the IITL, if retained, the Prime CONTRACTOR, the fabricator's plant superintendent and the fabricator's quality control person, shall be present at the Prefabrication Meeting. The items to be discussed are the required inspections, tests and reports, based on the approved Shop Drawings and the corresponding Contract Specifications. The IITL shall take minutes of the pre-fabrication meeting and distribute the same to the individuals in attendance. The IITL shall submit an inspection plan to the INSPECTOR for approval two (2) weeks prior to the Prefabrication Meeting. The CONTRACTOR is directed to notify the INSPECTOR and the ENGINEER three (3) weeks in advance of the date and time of the Prefabrication Meeting. The CONTRACTOR shall include in the Bid all costs associated with these meetings except for the costs for CITY personnel as set forth herein which shall be reimbursed under the Bid Item ALLOWANCE FOR CITY INSPECTION, if provided in the SCHEDULE OF WORK AND PRICES.

6. If a Bid Item ALLOWANCE FOR CITY INSPECTION has been included in the SCHEDULE OF WORK AND PRICES in the Bid Proposal, this allowance shall only be used to reimburse the CONTRACTOR for the cost of CITY inspection and travel requirements, as set forth herein, and shall not be used for any portion of the costs of the CONTRACTOR'S independent third party INSPECTOR or inspection laboratory. Reimbursement of approved expenses shall be made on the basis of original invoices and are not subject to markup for overhead and profit. If at the end of the Project, the total costs differ from the amount set forth in the SCHEDULE OF WORK AND PRICES, the Contract Price shall be adjusted by a Change Order for the difference between the total actual costs and the amount included in the Bid, as an additional amount due the CONTRACTOR or a credit to the CITY, as appropriate.
7. The CONTRACTOR shall coordinate all sampling, testing and fabrication inspections with the INSPECTOR and is responsible for maintaining the inspection schedules. Subject to the terms contained herein, costs for CITY personnel travel will be paid from the Bid item ALLOWANCE FOR CITY INSPECTION. In the event that the scheduled inspection is postponed or delayed by the CONTRACTOR, through no fault of the CITY, and CITY personnel are required to extend their travel duration resulting in additional travel costs, these increased costs, including per diem travel allowances, shall be borne by the CONTRACTOR and are not eligible for payment from the Bid item ALLOWANCE FOR CITY INSPECTION.
8. In addition to the approval of the Bureau of Contract Administration, approval may be required from the Department of Building and Safety, Materials Control Section, for certification of both the manufacturer of structural items/materials and/or the testing laboratory/inspection company. For certification information, contact:

Senior Building Inspector
Materials Control section
Dept. of Building and Safety
Telephone: (213) 482-0388

B. Samples And Test Specimens

1. Samples and test specimens required under these Specifications shall be furnished, prepared for testing, and delivered, at no cost to the CITY, in ample time for the completion of the necessary tests and analysis before said article or materials are to be used. The time and location of the delivery shall be designated by the INSPECTOR.
2. In addition to any other inspection or quality assurance provisions that may be specified, the ENGINEER or the INSPECTOR shall have the right to independently select, test, and analyze, at the expense of the CITY, additional test specimens of any or all of the materials to be used. Whenever any portion of the Work fails to meet the requirements of the Specifications, as shown by the results of independent testing or investigation, all costs of such independent inspection and investigation, and all costs of removal, correction, and reconstruction or repair of any such Work, shall be borne solely by the CONTRACTOR.
3. The INSPECTOR may allow the manufacturer, fabricator, supplier, or Subcontractor to provide the results of tests from samples taken at the mill, factory, or warehouse. The INSPECTOR will accept the test reports provided that the following conditions are met:
 - a. The Testing Agency was approved by the INSPECTOR prior to performing the tests, and that all necessary certifications were valid at the time the tests were performed.
 - b. The tests were performed in conformity with the Specifications for the specified materials or items.
 - c. The reports are made in the form of an affidavit specified hereinafter.
4. Whenever the approved independent testing laboratory or INSPECTOR takes samples of materials other than at the site, the deliveries to the site of materials represented by such samples shall be identified as specified for the specific material. The results of such tests shall be reported to the INSPECTOR in the form of affidavits attested to by the testing agency. Such affidavits shall furnish the following information with respect to the material sampled:
 - a. Manufacturer's name and brand.
 - b. Place of sampling.
 - c. Sufficient information to identify the lot, group, bin, or silo from which the samples were taken.
 - d. Amount of material in the lot sampled.
 - e. Statement that the material has passed the requirements.

- f. Notarized signature and title of the person making the affidavit and the date of execution of the affidavit.

C. Shop Inspection And Testing

1. Shop Inspection and/or Material Sampling and Testing are the sole jurisdiction and responsibility of the Inspector of Public Works through the Bureau of Contract Administration's Materials Control Group. Shop Inspection and/or Material Sampling and Testing cannot be approved, waived, or otherwise altered by any other City Department, Bureau, Division, or individual. Shop Inspection required by this section is in addition to any inspections required by applicable building codes.
2. The CONTRACTOR is responsible for coordinating shop inspection with the INSPECTOR. The CONTRACTOR is to estimate the time required for Shop testing of the fabricated article(s) or equipment, and so inform the INSPECTOR. The Contractor is responsible for contacting the Bureau of Contract Administration, Materials Control Group, regarding scheduling for all Shop Inspection and/or Material Sampling and Testing. Please contact the Materials Control Supervisor at (213) 847-2442.
3. A final inspection by the INSPECTOR may be required prior to shipment. No fabricator or CONTRACTOR shall deliver fabricated materials to the project site without the approval of the BCA Materials Control Group.
4. Where the CONTRACTOR is specifically required by the Technical Specifications to demonstrate performance of major equipment prior to delivery, a testing procedure must be developed by the manufacturer and approved by the ENGINEER prior to scheduling the shop performance testing. Both the INSPECTOR and the ENGINEER are required to witness the performance testing. The ENGINEER will evaluate performance-testing data and notify the INSPECTOR whether the equipment meets the performance requirements of the Contract. The INSPECTOR will be responsible for releasing the equipment for delivery to the Jobsite. This procedure will also apply to field performance testing required as a condition precedent to acceptance of the equipment as described under the PARTIAL ACCEPTANCE and FINAL ACCEPTANCE provision of the Contract.
5. Inspection at Locations Within Thirty (30) Miles from CITY
 - a. When the CONTRACTOR intends to purchase materials, fabricated products, or manufactured equipment from sources located within thirty (30) miles (48 km) of the geographical limits of the CITY, the CONTRACTOR shall notify the INSPECTOR at least 24 hours prior to the scheduled date of tests at all stages of manufacture to allow for arrangements specified herein.
 - b. Except as otherwise provided in these Specifications, performance of the required sampling and tests will be under the direction of the INSPECTOR, from samples provided by the CONTRACTOR, and the cost of performing the test(s) will be

borne by the CITY, except for the costs of any retests which show unsatisfactory results which shall be borne by the CONTRACTOR.

6. Inspection at Locations More Than Thirty (30) Miles From the CITY
 - a. When the CONTRACTOR intends to purchase materials, fabricated products, or equipment from sources located more than thirty (30) miles (48 km) outside the geographical limits of the CITY, an IITL approved by the INSPECTOR, shall be engaged by the CONTRACTOR, at the CONTRACTOR'S sole expense, to inspect the materials, equipment and/or process, unless the City elects to perform the inspection with BCA Materials Control Personnel,. Approval of the IITL shall be obtained from the BCA Materials Control Group before producing any material or equipment. The IITL shall judge the materials and fabricated articles by the requirements of the Plans and Specifications and approved submittals. The IITL shall be accountable to the BCA Materials Control Group and shall provide written records of all inspections performed to the Group in a format approved by that Group. No equipment or material shall be shipped nor shall any processing, fabrication and/or treatment of such equipment or materials be done without the required inspection and approval by IITL. Approval by IITL shall not relieve the CONTRACTOR of its responsibility to comply with the Contract requirements. The City retains the right to perform inspection or testing at any remote site with City personnel. If the City exercises this right, the contractor will be required to pay for all costs associated with this inspection and testing, except the Inspectors' wages, unless reimbursement is provided under the bid item ALLOWANCE FOR CITY INSPECTION as listed in the SCHEDULE OF WORK AND PRICES.
 - b. The CITY retains the right to perform inspection or testing at such remote sites with CITY personnel in lieu of a third party inspector. In the event the CITY exercises this right, the CONTRACTOR shall administer travel arrangements as specified herein Paragraph C.10, CITY PERSONNEL TRAVEL REQUIREMENTS.
7. Inspection Outside Continental United States
 - a. Requirements and procedures for inspection and testing of materials, fabrication of products and equipment from sources outside the continental United States shall be the same (including the requirement for an accredited inspection agency and/or testing laboratory pre-qualified by the CITY Department of Building and Safety and approved by the INSPECTOR) as provided in the Paragraph C.7 SHOP INSPECTION & TESTING of this Section. In addition to the requirements of Paragraph C.10, City Personnel Travel Requirements, of this Section, the CONTRACTOR shall provide the following, the cost of which shall be reimbursed out of the ALLOWANCE FOR CITY

INSPECTION item, if provided in the SCHEDULE OF WORK AND PRICES.

- (1) A minimum of five (5) calendar days hotel accommodation shall be required for each shop inspection visit made by the INSPECTOR.
- (2) A minimum advance notice of ten (10) working days shall be required for all hold points (mandatory) inspection.
- (3) The approximate rates for allowances given as a guideline in Paragraph C.10, City Personnel Travel Requirements, of this Section, shall be adjusted to match the rates in the foreign locality for similar types of facilities and amenities.

8. Third Party Inspection Requirements

- a. The proposed third party inspection and/or testing company must gain approval by the INSPECTOR after award. This approval shall be obtained before producing any material or manufacturing any product or equipment. The approved inspection and/or testing agency shall not sublet or assign its work to any other agency.
- b. The approved third party inspection and/or testing agency shall take direction from, and be responsible to, the INSPECTOR.
- c. The CONTRACTOR shall also comply with requirements regarding the Prefabrication Meeting as contained herein.
- d. The Work and activities of the third party inspection and/or testing agency shall be monitored by the INSPECTOR during monthly meetings to ensure compliance with the Contract Documents.

9. Third Party Testing and Inspection Laboratory Approval Procedures

- a. The INSPECTOR will approve third party inspection and/or testing agencies/laboratories. The City of Los Angeles has a contract only with the Prime CONTRACTOR. The City of Los Angeles has no Third Party agreement with any subcontractor, plant, manufacturer, or fabricator. All are considered employees of the Prime CONTRACTOR and the Prime CONTRACTOR shall be responsible for their work. The Supervisor of the Materials Control Group of the Bureau of Contract Administration acts on behalf of the INSPECTOR of Public Works Therefore, all requests for the approval of a third party inspection or testing company shall be from the Prime CONTRACTOR, typewritten on the Prime CONTRACTOR'S letterhead, addressed to the Supervisor of the BCA Materials Control Group (213) 847-2442 as follows:

Bureau of Contract Administration
General Services Division
Materials Control Group
1149 S. Broadway, Suite 300
Los Angeles, CA 90015

One (1) duplicate copy of the request shall be sent to the ENGINEER.

- b. The letter requesting approval of a third party test lab or private inspection company shall contain all of the following information:

PROJECT DATA

- (1) Complete title of the project.
- (2) The project work order number.
- (3) The approved submittal number(s) and a brief description of the item(s) to be inspected tested with their Specification Division and Section number.

PROPOSED INSPECTION

- (1) Names of two (2) proposed testing laboratories or inspection companies.
- (2) Addresses and telephone numbers of the proposed test labs/inspection companies.
- (3) Contact person at the proposed test labs/ inspection companies.
- (4) Description and history of the proposed test laboratories/inspection companies.
- (5) Resumes of at least two (2) or more inspectors (primary and alternate) who will perform the physical inspections.
- (6) Samples of all inspection reporting documents utilized by the provider and a written description of the reporting methodology.

FABRICATOR DATA

- (1) Company name, address, and telephone number of the actual production site for each fabricator.
- (2) Contact person at each fabricator.
- (3) Fabrication schedule.

- c. The INSPECTOR will notify the CONTRACTOR by letter if the testing laboratory/inspection agency has been approved.
- d. The Materials Control Group may order modifications of the inspection reporting procedure utilized by the provider prior to approval.

10. CITY Personnel Travel Requirements

- a. The CONTRACTOR shall administer the travel and furnish the following services for CITY personnel who are attending Prefabrication Meetings and performing inspection services.
- (1) Purchase airline tickets (Coach Class only).
 - (2) Make hotel reservations and prepay for the planned number of nights. (Three Star or American Automobile Association (AAA) Three Star approved.)
 - (3) Make rental car reservations and prepay for the planned number of days if the manufacturer's or fabricator's facility is greater than one (1) mile from the departing and arrival airport or hotel.
 - (4) The estimated per diem travel allowance will be at least fifty U.S. dollars (\$50.00) per day for meals, en route expenses, and other miscellaneous expenses. CITY personnel will submit an expense statement to the CITY for approval of actual expenses incurred.
 - (5) For CITY paid advances, the CONTRACTOR shall reimburse the CITY for these actual expenses by deductive Change Order to be deducted from the Bid item, ALLOWANCE FOR CITY INSPECTION.
 - (6) When requested by the ENGINEER or the INSPECTOR, the CONTRACTOR shall provide an advance check, for the estimated costs of all travel allowance costs, to the ENGINEER or the INSPECTOR, no later than forty eight (48) hours prior to the departure time. Failure to provide all accommodations described herein in such a manner to adequately facilitate the travel activity will cause the inspection visit to be canceled, and any costs or delays owing to such rescheduling shall be born by the contractor.
- b. As the basis for cost reimbursement under SCHEDULE OF WORK AND PRICES of the Bid Proposal, the CONTRACTOR shall submit receipts or invoices for payment to the ENGINEER with a cover letter referencing the following:
- (1) INSPECTOR'S or ENGINEER'S name.
 - (2) Project title.
 - (3) Project Work Order Number.
 - (4) CONTRACTOR'S:
 - (a) Name

- (b) Address
- (c) Telephone Number.
- (d) CONTRACTOR'S contact person and telephone number(s)
- (5) Reference Technical Specification and submittal number.
- (6) Purpose of inspection.
- (7) Address and location of inspection:
- (8) Country
- (9) State
- (10) City.
- (11) Date(s) of inspection.
- (12) Description of items enclosed as set forth herein

11. Shop Inspected Equipment/Materials:

- a. Without waiving any specific requirement of the Contract Documents, the following items of equipment and/or material are examples of, but not limited to those items that are subject to shop inspection as noted herein below.

Equipment/ Materials	Spec. Sect.	Insp. Req'd	Product Identification	See Notes
Aluminum Fabrication	05530/08410/08416/08520	YES	Inspector Witness – Yellow Tag	G.N.1
Aluminum Railings	05520	YES	Yellow Tag	G.N.5
Anodizing	05035/09800	YES	Yellow Tag	G.N.18
Asphalt Material	02710	YES	Batch Plant Insp. Report #1101	G.N.8
Base Material	02310	NO	Standards Div. Approves Source	
Bearing Pads	05120	YES	Yellow Tag	G.N.31
Bolting	05120	YES	Inspector Witness - Yellow Tag	G.N.2
Bitumen	07160	YES	Insp. Witness & meas. thickness	G.N.18

TABLE <i>Continued</i>				
Equipment/ Materials	Spec. Sect.	Insp. Req'd	Product Identification	See
Coatings	Div. 9/05530	YES	Insp. Witness & meas. thickness	Notes
Cabinets – Wood	06200/06400	NO		G.N.17
Compressors	11870/11875/11880	YES	Yellow Tag	G.N.20
Crane Systems	14320/14600/14630	YES	Yellow Tag	G.N.19
Conveyors	14605	YES	Yellow Tag	G.N.19
Concrete	03300	YES	Batch Plant Insp. Report # 1101	G.N.8
Concrete-Fiberglass Reinf.	03400	YES	Batch Plant Insp. Report # 1101	G.N.12
Concrete – mix Designs	03300	YES	Batch Plant Insp. Report # 1101	G.N.8
Concrete – Precast	03400	YES	Stamped “LA City Approved”	G.N.9
Concrete – Prestressed	02465/03400	YES	Yellow Tag or Stamped	G.N.9
Concrete Vaults	02585	YES	Stamped “LA City Approved”	G.N.11
Catch Basins	02545	YES	Yellow tag for bulb Angle & Grating	G.N.11
Chain Link Fabric	02821	YES	Yellow Tag	G.N.18
Doors – Metal	08110	YES	Yellow Tag	G.N.6
Door Frames - Metal	08110	YES	Yellow Tag	G.N.6
Ductwork – Fiberglass	13390/15170	YES	Yellow Tag	G.N.27
Ductwork – Flexible	15170	NO		G.N.27
Ductwork – Metal	15210	NO		G.N.27
Ductwork – Stainless steel	15210	YES	Yellow Tag	G.N.27
Electrical - Controls	17400/17410	YES		G.N.24
Electrical Motors	16490	YES	Yellow Tag	G.N.20
Electrical Panels	16330	YES	Yellow Tag	G.N.22
Electrical Switchgear	16240	YES	Yellow Tag	G.N.22
Electrical Testing	16030	YES	Inspector Witness	G.N.25
Electrical Transformers	16230/16320	YES	Yellow Tag	G.N.22

TABLE *Continued*

Equipment/ Materials	Spec. Sect.	Insp. Req'd	Product Identification	See Notes
Electrical Units	Div 16	YES	Yellow Tag	G.N.25
Electrical Wiring	16150/16160	YES	Inspector Witness	G.N.24
Escalators	Div 14	YES	Yellow Tag	G.N.19
Elevators	14200/14241	NO		G.N.19
Fiberglass	06610	YES	Yellow Tag	G.N.30
Frames – Metal	05500	YES	Yellow Tag	G.N.6
Forgings	Div. 5	YES	Stamped “LA City Approved”	G.N.4
Galvanizing	Div. 5	YES	Inspector Witness – Yellow Tag	G.N.18
Gratings	Div. 5	YES	Yellow Tag	G.N.4
Gaskets	07900	YES	Yellow Tag	G.N.11
Generators	16410	YES	Yellow Tag	G.N.22
Glue-Laminated Beams	06181	NO	Certificate of Compliance (Forestry)	G.N.16
Grout	04230	YES	Batch Plant Insp. Report #1101	G.N.13
Gypsum	09200	YES	Batch Plant Insp. Report #1101	G.N.13
Gypsum –Fiberglass Reinf	03520	YES	Batch Plant Insp. Report #1101	G.N.12
Hoists	14320/14600	YES	Yellow Tag	G.N.19
HVAC	15130	NO		G.N.26
Linings – Pipe	09800	YES	Inspector Witness – Yellow Tag	G.N.18
Lumber	06100	NO	Treated Lumber Stamped “LA”	G.N.16
Lighting Fixtures	16360/16370	NO		G.N.23
Lamps	16360/16370	NO		G.N.23
Motors	16490	YES	Yellow Tag	G.N.20
M.H. –Frames/Covers Cast Iron	02585	YES	Stamped “LA” on Cover & Frame	G.N.4
M.H. –Frames/Covers Steel	02585	YES	Stamped “LA” on Inner-Cover only	G.N.4
M.H. –Precast w/Epoxy Coating	02585	YES	Stamped “LA” or Yellow Tag	
M.H. –Shafts/Grade Rings	02585	YES	Stamped “LA” or Yellow Tag	G.N.11
Masonry	04230	NO		G.N.14
Mechanical Equipment	Div. 15	YES	Yellow Tag	G.N.20
Millwork	06200	NO		G.N.17
Misc. Metal Fabrication	05500	YES	Yellow Tag	G.N.1
Mortar	04230	YES	Batch Plant Insp. Report #1101	G.N.13
Non-Destructive Testing	05120	YES	Inspector Witness	G.N.1

TABLE Continued

Equipment/ Materials	Spec. Sect.	Insp. Req'd	Product Identification	See Notes
Pressure Vessels	Div. 13	YES	Yellow Tag	G.N.7
Painting (Coating Systems)	09900/09905	YES	Yellow Tag	G.N.18
Pilings	02465/02460/02470	YES	Yellow Tag	G.N.9
Pipe – Fiberglass		YES	Yellow Tag	G.N.15
Pipe - Plastic	02510	NO	Standards Div will issue a batch #	G.N.29
Pipe – Reinf. Concrete	02250/2560/02565	YES	LA City Approved stamp w/ a 3 digit # if approved and a 5 digit number if not approved	G.N.11
Pipe - Steel	Div 15	YES	Yellow Tag	G.N.15
Pipe Supports	15770	YES		G.N.15
Pipe – Vitrified Clay	GB	NO	Standards Division will stamp 3-digit number and “ LA City Approved DPW ” inside full lengths of pipe	G.N.15
Pipe Welding	15610	YES		G.N.15
Plastic Liner Plate	09800	YES		G.N.29 (a)
Pullbox – Street Light & Traffic Signal.		YES	Stamped “ LA City Approved ” on the inside of the box	
Pre-Engineered Metal Buildings		YES		G.N.1
Pumps	Div. 11	YES	Yellow Tag	G.N.20
PVC Liner	09800	YES		G.N.29 (a)
Railings	05520	YES	Yellow Tag	G.N.5
Rebar	03200	YES	Yellow Tag	G.N.3
Sandblasted Steel Items	Div. 5	YES		
Slide Gates	11815	YES	Yellow Tag	G.N.21
Sluice Gates	111820	YES	Yellow Tag	G.N.21
Steel Doors	08110	YES	Yellow Tag	G.N.6
Steel – Stainless	05500	YES		G.N.1
Steel Structural	05120	YES	Yellow Tag	G.N.1

Steel Supports	05120	YES	Yellow Tag	G.N.1
Store Fronts	08410/08416	YES	Yellow Tag	G.N.28
Street Lgt. Standards	03400	YES	Stamped “ LA City Approved ” or “ Third Party Insp. Agency ” at the bottom of the base	G.N.10
T-Lock Liner Plate		YES	Yellow Tag	

Tanks – Storage	Div. 13	YES	Yellow Tag	G.N.7
Tanks – Steel	13310	YES	Yellow Tag	G.N.7
Tree Well – Cast Iron		YES	Stamped “ LA ” or Yellow Tag	
Tree Well – Architectural		YES	Stamped “ LA ” or Yellow Tag	
Tree Well – Per Std. Plans		NO		
Vessels	Div. 13	YES	Yellow Tag	G.N.7
Vaults	02585	YES	Stamped “ LA ” or Yellow Tag	G.N.11
Valves	1Div. 15	YES	Yellow Tag	G.N.20
Welding	Div. 5	YES	Inspector Witness – Yellow Tag	G.N.1
Wire Rope		YES	Yellow Tag	
Wood Paneling	06200	NO		G.N.17
Wood Trusses-Engineered		NO	Provide Manufacturer’s Certification	

NOTES:

1. Fabrication of ferrous materials, which may include welding, high strength bolting or non-destructive testing shall be shop inspected.
2. Bolting with ASTM A-325 bolts, ASTM A-490 bolts or other alternate fasteners shall require shop inspection. Bolting with ASTM A-307 bolts does not require shop inspection.
3. Reinforcing steel is normally sampled at the Jobsite, but for expediency, the sampling will be performed at the point of fabrication by the CITY’S Standards Division.
4. All forging and castings made at the foundry shall be shop inspected, approved and stamped prior to delivery to the Jobsite.

5. Steel stairways and handrails (ferrous) require shop inspection for welding and specified coatings.
6. Metal door and frame fabrication requires shop inspection.
7. Pressure vessels, tanks, boilers and related equipment do require inspection of fabrication, welding, and testing.
8. Concrete, asphalt concrete and mix designs are inspected at the batch plant. These products are shop inspected for conformance to Specifications and verification by the INSPECTOR.
9. Both pre-cast and pre-stressed concrete are subject to shop inspection and approval before delivery to the Jobsite.
10. Street lighting standards of either steel, aluminum or concrete are required to be shop inspected.
11. Reinforced concrete vaults catch basins, and reinforced pipe are required to be shop inspected. (See Note 9.) Maintenance hole shafts and grade rings without reinforcement or linings do not require shop inspection. Gaskets used for reinforced concrete pipe require testing.
12. FGRC and FGRG (Fiberglass Reinforced Concrete and Fiberglass Reinforced Gypsum) should be manufactured in an approved shop and be shop inspected.
13. Mortar, grout and gypsum shall be inspected at the batch plant, unless the products are mixed at the Jobsite from approved packages under the inspection of the INSPECTOR.
14. Concrete Masonry Units (CMU) shall be inspected and sampled at the Jobsite.
15. Lining and coating of ductile iron pipe and fiberglass pipe, as well as welded supports, are subject to shop inspection. Vitrified Clay Pipe (VCP) is exempt, as are non-welded pipe supports which can be classified as standard or catalog items. The CITY'S Standards Division will provide the inspection and testing for VCP.
16. Shop inspection is not required for lumber, unless it is treated lumber. Glue-laminated products do not require shop inspection. Each "Glue Lam" shall come with an individual Certificate of Compliance.
17. Millwork and wood products are not required to be shop inspected, unless the Specifications call for equivalency or inspection by the Woodworking Institute of California (W.I.C.).
18. Specified coatings including, but not limited to, anodizing, bitumen, epoxy, galvanizing, polyvinylidene fluoride, and pipe linings and coatings shall be shop inspected.
19. Conveying equipment, such as elevators, escalators, or conveyors are exempt from shop inspection. However, the structural framework of the escalators, hoists, cranes and lifts do require inspection.

20. Mechanical equipment, such as compressors, pumps, motors and valves, require shop inspection for fabrication, tests of windings, and any specified coating. Pumps, valves and motors may be exempt if they are standard or catalog items.
21. Fabrications of sluice gates and slide gates are subject to shop inspection for fabrication, welding and coating.
22. Transformers rated at 600 volts and higher, transformers rated at 100 KVA and higher, generators, switchgear motor drives and complex wired panel boards require shop inspection.
23. Lighting fixtures and lamps are considered standard or catalog items and are exempt from shop inspection.
24. Electrical wiring and testing, performed in the shop, requires inspection to verify conformance with applicable Specifications.
25. Shop tests specified in the Specifications including, but not limited to, voltage, grounding, loads, performance, installation, temperature, or noise levels will require shop inspection.
26. HVAC (heating, ventilation and air conditioning) are subject to shop inspection for fabrication and welding. Each component will be evaluated for possible inspection.
27. Sheet metal ductwork is not shop inspected. Flexible ductwork is considered a standard or catalog item and no shop inspection is required. Ductwork made of aluminum, stainless steel, or fiberglass will require shop inspection.
28. Storefronts and wall systems are shop inspected. Fixed windows are standard items and have no need of inspection.
29. Plastic pipe, such as ABS or PVC does not require shop inspection. The pipe will be inspected and sampled for testing at the Jobsite. (a) Extruded plastic liner plate and PVC Liner will require shop inspection.
30. Fiberglass products, because of the resins and the fiber reinforcement, do require shop inspection.
31. Elastomeric bearing pads shall be tested according to Cal-Trans Standard Specification Section 51-1.12H. Sampling will be done by the INSPECTOR.

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SECTION 01611 GUARANTY / WARRANTY

1.1 THE REQUIREMENT

- A. The CONTRACTOR shall and does hereby warrant and guaranty that all work executed under this Contract will be free from defects of materials and workmanship for a period of one (1) year from the date of Final Field Acceptance of the project as evidenced by the issuance of a "Statement of Completion" by the Inspector, except for certain specific items of Work, materials and equipment requiring a guaranty or warranty for a greater period of time as may be required elsewhere in the Contract Documents. In the event, however, that portions of the Work are sufficiently complete to allow use or occupancy by the CITY in the manner and for the purposes intended prior to final completion and acceptance of the project, the guarantee period will commence on the date shown on the "Statement of Partial Completion."
- B. The CONTRACTOR hereby agrees to indemnify and save harmless the CITY, and their officers, agents and employees against and from all claims and liability arising from damage and injury due to said defects. The CONTRACTOR shall repair or replace, at no cost to the CITY, any and all such defective Work and all other Work damaged thereby, which becomes defective during the term of the above-mentioned guaranties and warranties.
- C. Within thirty (30) calendar days prior to completion of all Work, the CONTRACTOR shall submit to the CITY original copies of all manufacturers' product guaranties and warranties covering all supplied and installed equipment and, where applicable, systems.
- D. In addition to the requirements of INSURANCE, Contract Bonds, of the GENERAL CONDITIONS, it shall be understood that the Surety for the faithful performance bond, submitted in conformance with the terms of the Contract for this project, is liable on its bond for all obligations of the CONTRACTOR including guaranty provisions. The "Performance Bond" shall remain in effect until the end of the guarantee period.
- E. The CONTRACTOR shall, within twenty-four (24) hours of notice from the ENGINEER of any Work not in accordance with the requirements of the Contract, or any defects in the Work, commence and prosecute with due diligence all work necessary to fulfill the terms of this Section and to complete the Work within a period of time as approved by the ENGINEER. The CONTRACTOR shall notify the ENGINEER of the repair schedule before commencing the repairs and notify the ENGINEER to arrange for inspection. The CONTRACTOR shall submit a written report of the defect and methods of correction. In the event of failure by the CONTRACTOR and/or its Surety to respond to the notice or to complete the Work required by this Section within the time specified, the CITY shall proceed to have such Work done at the CONTRACTOR's expense. The CONTRACTOR or its Surety shall promptly reimburse the CITY all direct and indirect cost associated with performing this Work.
- F. Repairs, replacements or changes made under the requirements of this Section shall be warranted for the specified guarantee period, but no less than one year, beginning on the date of acceptance of the repairs, replacements or changes.

(END OF SECTION)

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SECTION 01770 PROJECT CLOSEOUT

1.1 THE REQUIREMENT

A. Closeout Timetable

The CONTRACTOR shall establish dates for equipment testing and acceptance periods (as required under the Contract). Such dates shall be established not less than seven (7) calendar days prior to beginning any of the foregoing items, to allow the CITY, the ENGINEER, and their authorized representatives sufficient time to schedule attendance at such activities.

B. Final Submittals

The CONTRACTOR, prior to requesting Final Payment, shall obtain and submit the following items to the ENGINEER.

1. Written guarantees, where required.
2. Technical manuals and instructions.
3. Keying schedule.
4. Maintenance stock items; spare parts; special tools.
5. Completed record drawings.
6. Certificates of inspection and acceptance by local governing agencies having jurisdiction.
7. Los Angeles department of Building and Safety (LADBS) Plan Check Set and LADBS Building Card following LADBS final inspection approval, as applicable.
8. Releases from all parties who are entitled to claims against the subject Project, property, or improvement pursuant to the provisions of law.

C. Final Cleanup

1. The CONTRACTOR shall perform all tasks specified in REMOVAL, CLEANUP, AND DEMOBILIZATION of the GENERAL REQUIREMENTS.

D. Maintenance And Guarantee

1. The CONTRACTOR shall make all repairs and replacements promptly upon receipt of written order from the ENGINEER. If the CONTRACTOR fails to make such repairs or replacements promptly, the ENGINEER reserves the right to do the work and the CONTRACTOR and his surety shall be liable to the CITY for the cost thereof.

2. Replacement of earth fill or backfill, where it has settled below the required finish elevations, shall be considered as a part of such required repair work, and any repair or resurfacing constructed by the CONTRACTOR which becomes necessary by reason of such settlement shall likewise be considered as a part of such required repair work.

E. BOND

1. The CONTRACTOR shall provide a bond to guarantee performance of the provisions contained in NON-CONFORMING WORK and INSURANCE (Paragraph K) of the GENERAL CONDITIONS, GUARANTY / WARRANTY of these GENERAL REQUIREMENTS, and Paragraph 1.1 D of this Section.

(END OF SECTION)

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SECTION 01782 TECHNICAL MANUALS

1.1 THE REQUIREMENT

A. Definitions:

1. **EMPAC:** EMPAC is an acronym for Enterprise Maintenance Planning and Control. This is the system used for the identification and maintenance management of all treatment plant or pumping plant equipment. This EMPAC number is typically the equipment identification number used in the Contract Documents.
2. **Connective Wiring Diagrams:** Connective Wiring Diagrams are electrical diagrams that show how an equipment or instrumentation item is to be connected to the Plant or equipment system electrical power system or instrumentation system.
3. **Internal Wiring Diagrams:** Internal Wiring Diagrams are electrical diagrams that show how an equipment or instrumentation item is internally electrically connected.
4. **Maintenance Summary Forms:** The Maintenance Summary Forms are a series of forms including the Equipment Maintenance Summary Form (MSF), Mechanical Component MSF, Electrical Component MSF, Instrumentation Component MSF, and Valve Gate Component MSF. These forms are used to summarize the identification, nameplate data, maintenance requirements, recommended lubricants, and recommended spare parts for the various equipment and instrumentation. (See Attachments 01782-A1 through 01782-A4.)

B. Technical Manuals:

1. Unless otherwise specified, Technical Manuals shall, as a minimum, include the following:
 - a. Table of Contents.
 - b. Itemized list of all data provided.
 - c. Consistent tabulation or indexing method within each technical manual and when compiling technical manual into the final Operations & Maintenance (O&M) Manual.
 - d. Manufacturer, supplier, spare parts and servicing location information including name, address, phone number of the manufacturer and local representative.
 - e. Approved Shop Drawing Submittal information applicable to O&M, including operating curves, manufacturer's recommended tolerances and clearances, and approved fabrication drawings.
 - f. Recommended installation, adjustment, start-up, calibration and troubleshooting procedures.

- g. Lubrication recommendation and yearly quantity requirements.
 - h. Recommended step-by-step procedures for all modes of operation including start-up, operation, shutdown, load changes, and emergency shutdown. Manufacturer's literature shall be included.
 - i. Complete internal and connection wiring diagrams. Circuit diagrams and schematics shall be down to component level.
 - j. Recommended preventive maintenance and maintenance procedures, including lubrication and calibration schedules.
 - k. Complete parts list, by generic title and identification number, with exploded views and schematics of each assembly.
 - l. Complete programming procedures and ladder logic documentation for all computer controlled, programmable logic controllers and automated equipment.
 - m. Electrical, instrumentation, control system and piping schematics.
 - n. Recommended spare parts list and list of special tools and equipment required for O&M.
 - o. Disassembly, overhaul, reassembly, realignment and testing instructions.
 - p. Complete equipment O&M Manuals.
 - q. All contents of the technical manual shall be suitable for compilation into a standard size, three-ring binder.
 - r. Approved isometric drawings of piping systems
- C. The CONTRACTOR shall furnish to the ENGINEER four (4) hard copies and one (1) electronic, searchable Portable Document Format (PDF) copy of the final O&M Manual. Each hard copy manual shall consist of one or more volumes, each of which shall be bound, in a standard size, three-ring, loose-leaf, vinyl plastic hard cover binder, suitable for bookshelf storage. Binder ring size shall not exceed two-and-one-half inches (2.5 inches). All reprints shall be done on margin-reinforced papers. The searchable PDF copy shall be an exact duplicate of the hard copy of the final O&M Manual and be submitted on media approved by the ENGINEER. All submittal materials shall be in English. The final O&M Manual shall be submitted to the ENGINEER prior to eighty-five percent (85%) completion of the Contract Amount as measured by Monthly Progress Payments. Submittal of the Technical Manuals, the Corrected Technical Manuals and/or the O&M Manuals within the specified time frame, as detailed above, shall be a condition precedent to the making of the monthly payments.
- D. If TECHNICAL MANUALS have been stipulated as a separate bid item in the SCHEDULE OF WORK AND PRICES in the Bid Proposal, the CONTRACTOR

shall be entitled to receive Progress Payments upon submittal and approval of the Technical Manuals. This bid item is not an allowance but is a fixed amount and the CONTRACTOR is not entitled to receive additional compensation for technical manuals. The CONTRACTOR shall be entitled to receive fifty percent (50%) of the bid breakdown amount upon approval of all required draft Technical Manuals by the ENGINEER. Partial submittal of the required Technical Manuals shall not entitle the CONTRACTOR to any payment of this amount. The CONTRACTOR is entitled to receive one-hundred percent (100%) of the bid breakdown amount at the time the ENGINEER gives full approval to all Technical Manuals. Partial approval, or approval of some of the Technical Manuals, shall not entitle the CONTRACTOR to any payment. Failure to list TECHNICAL MANUALS as a separate bid item in the SCHEDULE OF WORK AND PRICES does not relieve the CONTRACTOR from preparing the Technical Manuals and including all associated costs in the Bid.

(END OF SECTION)

(SEE ATTACHMENTS)

ATTACHMENTS TO SECTION 01782

Attachments to General Requirements Section 01782 consists of four (4) documents, as follows:

ATTACHMENT NUMBER	TITLE OF ATTACHMENT	NUMBER OF PAGES IN THIS ATTACHMENT
01782-A1	Equipment Summary Data Forms Information Sheet	1
01782-A2	Equipment Summary Data Form	1
01782-A3	Information Sheet for Equipment Maintenance Summary Form	1
01782-A4	Typical Maintenance Summary Form	1

EQUIPMENT SUMMARY DATA FORMS INFORMATION SHEET

Equipment Summary Data Forms are intended to provide the Maintenance Department with sufficient information to catalogue newly purchased equipment items installed at the facility. This information is used for inventory purposes as well as for equipment performance tracking purposes. Each item of equipment installed at the facility must be documented on one of three Forms; Electrical Summary Data Form, Equipment (Mechanical, HVAC, etc.) Summary Data Form, and/or Pump Summary Data Form. Examples of each form are attached. Additional requirements regarding submittal format, quantities, etc, are found elsewhere in this Specification.

1. Equipment item (included industry-accepted nomenclature).
2. CITY Equipment Identification Number (EMPAC)
3. Manufacturer
Address Phone/Fax Numbers
4. Supplier (if different than (3))
Address Phone/Fax Numbers
5. Equipment Serial Number(s)
6. Equipment Model Number
7. Size
8. Capacity
9. Rated Output
10. Drive Motor Data (as appropriate).

In addition, information specific to the item described shall be provided as indicated on the example Forms.

EQUIPMENT SUMMARY DATA FORM

EQUIPMENT ITEM: _____

EQUIPMENT COST: _____

EQUIPMENT SUPPLIER: _____

COMPONENT INFORMATION:	
NAMEPLATE DATE:	MANUFACTURER:
CITY IDENTIFICATION NUMBER:	EQUIPMENT SERIAL NUMBER:
EQUIPMENT MODEL DESIGNATION:	TYPE:
SIZE:	RATED OUTPUT:
CAPACITY:	SERVICE:
COMPONENT INFORMATION: DRIVE MOTOR DATA	
MANUFACTURER:	
SERIAL NO.:	HORSEPOWER:
MODEL:	FRAME:
TYPE:	VOLTAGE:
DUTY (Pumps Only):	SEAL TYPE (Pumps Only):
ENCLOSURE:	AMPERAGE:
PHASE: HERTZ:	SERVICE FACTOR:
LUBRICATION REQUIREMENTS: MOTOR	
COMMENTS:	

**INFORMATION SHEET FOR
EQUIPMENT MAINTENANCE SUMMARY FORMS**

Equipment Maintenance Summary forms are intended to provide the Maintenance Division with information sufficient to properly diagnose (troubleshoot, repair, check-out, and return an item of equipment to service. Standard information contained in each Form shall be as follows:

In addition, Maintenance information required to troubleshoot, repair, and return electrical/electronic equipment to service (including set point, derivatives, etc.) Shall be included as required. The Maintenance Summary Form attached in intended to serve as a (minimum) guide to the information required per item of equipment. Additional requirements regarding submittal format, quantities, etc. are found elsewhere in this Specification.

1. Equipment Item (include industry-accepted nomenclature)
2. CITY Equipment Identification Number (EMPAC)
3. Manufacturer
Address Phone/Fax Numbers
4. Equipment Serial Number(s)
5. Weight of Individual Components (over 100 pounds)
6. Nameplate Data (including voltage, horsepower, lubrication requirements, speed, etc.)
7. Manufacturer's Local Representative
Address Phone/Fax Numbers
8. Maintenance Operation(s) Required. Listing shall include (1) Maintenance Operation to be performed. (2) frequency of said Maintenance Operation based on actual service conditions of installed equipment (i.e., type of duty, environmental factors). Reference shall be made to the appropriate section of the manufacturer's technical literature.
9. Lubricant List. List shall include a primary and two secondary manufacturer-approved lubricants.
10. Spare Parts required for a minimum of one (1) year of equipment operation based on anticipated actual service conditions. Also to be included in the name, address, and phone number of the recommended source of spare parts if different than (7) above.

ATTACHMENT _____
Typical Maintenance Summary Form

NOTE: SUPPLEMENTARY INFORMATION, AS APPROPRIATE, SHALL BE INCLUDED

1. EQUIPMENT ITEM: _____
2. CITY EQUIPMENT IDENTIFICATION NUMBER (EMPAC): _____
3. MANUFACTURER: _____
ADDRESS: _____
TELEPHONE NO.: _____ FAX NO.: _____
4. EQUIPMENT SERIAL/IDENTIFICATION NUMBERS: _____
5. WEIGHT OF INDIVIDUAL COMPONENTS (OVER 100 POUNDS): _____
6. NAMEPLATE DATA: _____
7. MANUFACTURER'S LOCAL REPRESENTATIVE: _____
ADDRESS: _____
TELEPHONE NO.: _____
FAX NO.: _____
8. MAINTENANCE OPERATION(S) REQUIRED: (attach separate sheet if required).

<u>OPERATION</u>	<u>FREQUENCY</u>	<u>COMMENTS</u>

9. LUBRICANT LIST. Provide Reference symbol used in items recommended.

SHELL	STANDARD OIL	GULF	ARCO	EQUAL

10. RECOMMENDED SPARE PARTS LISTS FOR MINIMUM OF ONE (1) YEAR UNINTERRUPTED SERVICE. (Attach separate sheet if required).

ITEM	PART NO.	QUANTITY REQUIRED (per unit)	UNIT COST	COMMENTS