

RETURN BID IN A SEALED  
ENVELOPE to

**Los Angeles World Airports  
Procurement Services Division  
Attention: Bid # 116-069  
7301 World Way West, 4<sup>th</sup> floor  
Los Angeles, CA 90045**

CITY OF LOS ANGELES  
LOS ANGELES WORLD AIRPORTS (LAWA)

**REQUEST FOR BID (RFB) # 116-069**  
(Show this number on envelope)

If you are delivering the bid in person you must allow adequate time to check in at the front desk (valid government issued picture ID is required) and take an elevator to the 4th floor of our building at 7301 World Way West. Bids delivered after the bid closing time will not be opened.

Procurement Analyst: Julio Gonzalez  
E-mail address: [jgonzalez@lawa.org](mailto:jgonzalez@lawa.org)  
Telephone No: 424-646-7392  
Fax No. 424-646-9274

Quotation must be delivered prior to:  
2:00 PM Thursday \_\_\_\_\_, 201\_\_

**THIS IS NOT AN ORDER**

Bids are requested by the City of Los Angeles, Los Angeles World Airports (LAWA), for furnishing the City as may be requested during a period of five (5) years from the date of award of the contract or Notice to Proceed, if any, for the:

**PURCHASE AND DELIVERY OF ASPHALT MIXES AT LAX AND VNY**

in compliance with the bid provisions and, (EXHIBIT "A" SPECIFICATIONS) as well as (EXHIBIT "B" BID VERIFICATION WORKSHEET BOTH HERE ATTACHED).

**BID VERIFICATION WORKSHEET BIDDER'S RESPONSIBILITY:**

The bidder must carefully examine the terms of the RFB, attachments, required forms, and any addenda, and evaluate all of the circumstances and conditions affecting its bid response at its own expense. LAWA is not liable for any cost associated with the development, preparation, transmittal, or presentation of any bid or material submitted. **This bid must be signed (see page 10 of 10).**

**BIDDER'S CONFERENCE**

Prospective bidders are invited to a bidders' conference at 10:00 a.m. on \_\_\_/\_\_\_/201\_\_, at the Procurement Services Division office,  
7301 World Way West, 4<sup>th</sup> Floor, Los Angeles, CA 90045 (see attached map).

Bidders shall bring a copy of the RFB (downloadable from [www.labavn.org](http://www.labavn.org)) and two business cards. Additional information regarding the bidder's conference may be obtained from the Procurement Analyst, Julio Gonzalez, at telephone number 424-646-7392, or by e-mail at [jgonzalez@lawa.org](mailto:jgonzalez@lawa.org). Department personnel will be available to answer questions related to this project.

Sign Language Interpreters, assistive listening devices, or other auxiliary aids and/or services may be provided upon request. To ensure availability, you are advised to make your request at least 72 hours prior to the meeting you wish to attend. For additional information, please contact: LAWA ADA Coordinator at (424) 337-5005.

**DIRECTIONS TO THE PROCUREMENT SERVICES DIVISION:**

Los Angeles World Airports - 7301 World Way West, 4<sup>th</sup> floor, Los Angeles, 90045  
405 (South) or (North) to 105 (West)  
105 (West) to the end (Imperial Highway)  
Imperial Highway (West) approx. 3 signal lights to Pershing Drive  
At Pershing Drive, turn RIGHT  
At World Way West (North), turn RIGHT  
Proceed eastbound to the third signal light at Administration Road, turn LEFT into the parking lot

"A"

DO NOT park in the Assigned Spaces in front or side of the building  
The Procurement Services Division is on the 4<sup>th</sup> floor (7301) of the 10 story high rise building  
Note: Ample parking is also available across the street.

**FIXED PRICE(S):**

The bid is requested in the form of a fixed unit price for the items listed below or on the attached bid prices verification work sheet. Bidder must state the unit bid price(s) in the bid prices verification work sheet. Unless specifications or bid provisions state otherwise, the fixed unit price is to remain unchanged for one (1) year from the date of award of the contract.

**BID PRICES VERIFICATION WORKSHEET: (SEE EXHIBIT "B" BID VERIFICATION WORKSHEET)**

This worksheet is for the purpose of establishing prices and comparing bids. Enter your bid prices on the attached worksheet.

**NOTE:** Failure to complete this worksheet may nullify the bid.

State here your **Bid Total** as computed in the Exhibit "B" Worksheet: \$ \_\_\_\_\_

**PRICE ADJUSTMENT:** Price adjustments may be requested after the first year and must be documented in writing by providing evidence of the corresponding increase(s) in contractor's cost(s) in the form of a copy of supplier invoice(s), commodity index(s) or charts, prevailing wage determinations, etc. and approved by the Procurement Services Division. Contractors must refer to the contract number when submitting its written request for a price increase to Procurement Services Division, at 7301 World Way West, 4<sup>th</sup> floor, Los Angeles, CA 90045.

Price increases are not guaranteed and no price increase will be granted without prior approval of the Procurement Services Division. Price reduction may be issued at any time.

**AWARD OF CONTRACT:**

Award of the contract will be made after investigation of the responsibility of the low bidder. The bid will be awarded to the lowest responsive and responsible bidder meeting the requirements of the specification.

**ADDITION OF PRODUCTS OR SERVICES TO CONTRACT:**

Should LAWA have a need for an item, product, brand, commodity or service or a combination of the same, that could not be anticipated at the time of drafting the specification or scope of work for the bid, but is related to the performance of the contract, bidder/contractor understands and agrees to source the item, product, commodity or research the cost of the service in question and submit in writing a fixed price quotation including labor and freight, to the LAWA contract manager.

LAWA reserves the right to accept the offer, reject the offer and obtain the item, product, brand, commodity or service or a combination of the same by other means. Accepted contractor offer including background documentation will become part of the contract. Price adjustment provision in the bid shall apply to any item, product, brand, commodity or service or a combination of the same added to the contract.

**BID:**

The bid must be made on the bid form provided and shall not be reprinted, stapled or bound. Bidders must return ALL pages of the bid and the Administrative Requirements. The bid must state the amounts for which the bidder proposes to supply all material and perform all work required by the specifications and worksheet. All blank spaces in the bid must be properly filled in, and the phraseology must not be changed. Any space left blank, any unauthorized addition, condition, limitation, modification, or provision attached to the bid may render it non-responsive and may cause its rejection. Alterations by erasure or interlineation must be explained or noted on the bid over the signature of the bidder. No bid received after the due date and time will be considered.

Bidders must acknowledge receipt of all addenda in the space provided below:

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_  
Addendum 1 (if issued) Addendum 2 (if issued)

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_  
Addendum 3 (if issued) Addendum 4 (if issued)

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_  
Addendum 5 (if issued) Addendum 6 (if issued)

**COMMUNICATION WITH LAWA:**

Any communication regarding this Request for Bid must be addressed by e-mail to Procurement Analyst, Julio Gonzalez, at [jgonzalez@lawa.org](mailto:jgonzalez@lawa.org).

**COOPERATIVE ARRANGEMENTS (Piggybacks):**

From time to time, other City of Los Angeles Departments and/or other governmental agencies outside the City may want to make purchases using the price(s), terms and conditions of any contract resulting from this bid. State below whether you will allow such purchases:

State below if option is granted for the use of resulting contract by "other governmental agencies":

\_\_\_\_ Yes \_\_\_\_ No Initials \_\_\_\_\_ Firm Name: \_\_\_\_\_

**RIGHT TO REJECT BIDS:**

LAWA reserves the right to reject any and all bids and waive any informality in such bids when to do so would be to the advantage of the City.

After the bids have been opened and declared, no bid shall be withdrawn except with the consent of LAWA, but the same shall be subject to acceptance by LAWA for a period of three (3) months.

LAWA reserves the right to reject the bid of any bidder who has previously failed to timely and satisfactorily perform any contract with the City.

**SPECIFICATION CHANGES:**

If provisions of the Detailed Specifications preclude bidder from submitting bid, the bidder may request in writing that the specifications be modified. Such request must be received by the LAX Procurement Services Division at least five (5) working days before bid opening/due date. All bidders will be notified by Addendum of any approved changes in the specifications.

**TABULATION OF BID RESULTS:**

Procurement Services Division will make every effort to tabulate and post the bid results within seven (7) business days from the bid due date. Bid results shall be made available for public inspection at:

Procurement Services Division, 7301 World Way West, 4<sup>th</sup> floor, Los Angeles, CA 90045.

**Bid results will not be communicated over the telephone or by fax.**

Bidders wishing to obtain bid results may either:

1. Attend the public bid opening, or
2. Submit a written request with the bid response referencing the bid number and a self-addressed stamped envelope, or
3. Select the web site [www.labavn.org](http://www.labavn.org).

**Note: You must login to [www.labavn.org](http://www.labavn.org) to open the bid recap document.**

If this is your first visit, select "Register" at the top of the [www.labavn.org](http://www.labavn.org) screen and complete the requested information. When your registration is complete, you will receive an e-mail with your login information.

**To view the bid results (recap):**

- Type [www.labavn.org](http://www.labavn.org) in your web browser and press "Enter"
- Select "Login" at the top of the screen and follow the instructions
- Select "Search" at the top of the screen
- Select "Department" and select "Airports, Los Angeles World"
- Select "Status" and select "Closed"
- Select "Type" and select "Request for Bid"

**If you know the bid number:**

- o Select "Keyword" and enter the bid number in the format 116-XXX for formal bids or L1004XXXXXX for letter bids (also known as fax or e-mail bids)
- o Select the "Search" button at the bottom of the page
- o Select the bid and a summary page will open
- o At the bottom of the page, select "Bid Recap"

**If you don't know the bid number:**

- o Select the "Search" button at the bottom of the page
- o A list of all closed bids issued by Los Angeles World Airports will be displayed with the most current bids on top.
- o Select the bid that you are interested in and a summary page will open
- o At the bottom of the page, select "Bid Recap"

**SALES TAX:**

Do not include sales tax in your Bid. Sales Tax will be added at time of order.

**ESTIMATED EXPENDITURE**

Total expenditures under this contract are estimated to be **\$ 3,000,000 (annually)**. No guarantee can be given that this total will be reached or that it will not be exceeded. Contractor agrees to furnish more or less at the unit prices quoted in accordance with actual requirements throughout the contract period.

**ESTIMATED QUANTITIES:**

The quantities stated herein are estimates only of LAWA's requirements. No guarantee can be given that this total will be reached or that it will not be exceeded. Contractor agrees to furnish more or less than the estimates in accordance with actual needs as they occur throughout the contract period at the unit price(s) quoted.

**DEFECTIVE PARTS/MATERIALS/EQUIPMENT:**

The successful bidder (supplier) agrees to replace any and all defective parts/materials/equipment supplied under the contract to be awarded, at no cost to LAWA.

**HAZARDOUS SUBSTANCES:**

This specification includes products which may contain hazardous substances shown on the list prepared by the Director of Industrial Relations of the State of California pursuant to California Labor Code Sections 6380-6396. A Material Safety Data Sheet (MSDS) prepared in compliance with Title 8, California Administration Code, Section 5194, shall accompany this bid.

If any of the ingredients of the product is a carcinogen as shown on the most current list prepared by the International Agency for Research on Cancer (IARC) bidder shall separately identify such ingredients as a carcinogen. Bidder is advised that the product will not be accepted unless (1) the product may be used safely and (2) no acceptable non-carcinogenic substitute is available.

A copy of the MSDS shall accompany each shipment of the product to a LAWA facility. The product shall be delivered in containers labeled with a common chemical name of the product and the common or technical name of each of the chemical ingredients of the product, together with a statement of precautions to be taken in the use of the product.

**SAFETY CODE:**

Any equipment or material furnished shall conform with the current SAFETY CODE of the California Division of Industrial Safety and all OSHA requirements in effect at time of award of contract. Any required certification necessary to place equipment into service shall be the responsibility of the Contractor. A copy of the certification shall be delivered with the equipment.

**SAFETY REQUIREMENT:**

Supplier agrees to comply with the provisions of the Occupational Safety and Health Act of 1970 and the standards and regulations issued thereunder and certifies that all items furnished under this order will conform to and comply with said standards and regulations. Supplier further agrees to indemnify and hold LAWA harmless for all damages (including, but not limited to, all legal costs and attorney's fees) assessed against LAWA as a result of Supplier's failure to comply with the Act and the standards issued thereunder and for the failure of the items furnished to so comply.

**TESTS:**

Representative samples may be taken from each delivery and tested for compliance with specifications. Testing costs will be paid by LAWA for samples that comply. If samples do not comply with requirements, the expense of testing will be charged to the vendor and delivery will be rejected. The vendor will be required to pick up the rejected material as soon as possible.

**OPTION FOR AUTHORIZATION FOR ADDITIONAL WORK/ITEMS:**

Los Angeles World Airports' personnel may authorize and approve any additional work to be performed over and beyond the scope of this contract. Los Angeles World Airport will decide whether successful bidder or maintenance personnel shall perform additional work. Also, during the course of this contract, successful bidder may be called upon to provide parts and materials above and beyond the stated specifications but with the same rates and terms as stated in this contract.

State whether you will grant to the Los Angeles World Airport the option to provide additional work or materials and parts under \$1,000.00 per order.

\_\_\_\_\_ Option Granted      \_\_\_\_\_ Option Not Granted

**ALTERNATIVE FUEL VEHICLE REQUIREMENT PROGRAM**

"Contractor shall comply with the provisions of the Alternative Fuel Vehicle Requirement Program adopted by the Board pursuant to Resolution No. 22554 and the LAWA Rules and Regulations promulgated thereunder. The rules, regulations and requirements of the Alternative Fuel Vehicle Requirement Program are attached.



Adobe Acrobat  
Document

**CARE AND CUSTODY:**

The contractor accepts full responsibility for the security against loss or damage to the equipment involved while in his/her possession or the possession of any of his/her agents. Contractor shall reimburse the City for any loss or damage to City equipment in his/her or his/her agents care or custody.

**PUBLIC CONVENIENCE AND SAFETY:**

The successful bidder shall conduct all operations in a manner that will cause no interference with airplane traffic or normal operation of the Airport. In all operations the successful bidder shall be governed by the regulations and rules of LAWA and shall cooperate fully with the authorized LAWA employee (name) or his/her designated representative.

**PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS:**

The successful bidder shall conduct the operations in a manner that avoids injury or damage to adjacent property and improvements. Buildings, trees, shrubbery, pole lines, fences, guard rails, guide posts, culvert and project markers, signs, structures, and other objects on or adjacent to the worksite, that are not designated for removal, shall be protected from injury or damage. When ordered by the authorized LAWA employee, the successful bidder shall provide and install suitable safeguards to protect any object from injury or damage.

The successful bidder shall protect existing pavement and pavement edges against damage or marking from equipment. Areas and routes used by the successful bidder or subcontractors shall be restored to their original condition by the successful bidder before final acceptance of the work.

The fact that any improvement or facility is not indicated in the specifications shall not relieve the Successful Bidder of the responsibility to ascertain the existence of any structure that may be subject to damage by its operations. The successful bidder shall pay for and/or satisfactorily repair damage to any object which may be damaged as a result of the operations or negligence of the successful bidder or subcontractors. If it becomes necessary for LAWA to repair such damage, the successful bidder shall be billed for and shall pay the actual cost to LAWA, for labor and materials plus fifteen percent (15%) administrative costs.

#### **OPERATION OF VEHICLES:**

No personal cars will be permitted in the restricted area of the Airport. Employees' personal vehicles shall be parked in public lots, or off LAWA property. LAWA shall not be responsible for damages, fees or time lost travelling to the airport incurred by employees.

Each vehicle unit or equipment that travels or operates on any part of the airport shall have an approved decal or company name applied to both sides of the vehicle in a location opposite the driver's seat. For vehicles having front doors, the identification should be applied to the front door panels. Magnetic or temporary signs are acceptable if they meet the size and description requirements. The name of the company should be spelled out in letters no less than 1-1/4" high. Use of logos or symbols in lieu of letters is subject to approval by the Airport Manager. Each vehicle or unit of equipment that travels or operates in any restricted area of the Airport shall be equipped with a checkered flag mounted firmly on the vehicle.

Each vehicle or piece of equipment anywhere on the Airport that extends higher than 25 feet above ground shall be equipped with a checkered flag mounted firmly on the highest part of the vehicle, and shall be obstruction lighted per FAA Advisory Circular 70/7460-1 when the visibility is less than three (3) miles. This flag shall not be less than three (3) feet square consisting of five (5) 1-foot squares of international orange color and four (4) 1-foot squares of white color.

Except as otherwise directed or approved by the Airport Manager, only operators with current restricted area driving passes issued by the Airfield Operations Bureau will be permitted to operate vehicles in restricted airfield areas. When an operator does not have a current pass, the operator must be escorted by a vehicle driven by an authorized driver.

The maximum vehicular speed allowed at various locations will be established by the Airport Manager. Vehicles shall not exceed a speed of ten (10) miles per hour on any apron or ramp, or 20 miles per hour on the airfield or any service road, or the posted speed limit of any street. Vehicles shall be under safe control at all times, weather and traffic conditions being considered. No vehicle shall at any time be permitted to interfere with or endanger aircraft traffic.

#### **SECURITY AREAS/SECURITY IDENTIFICATION:**

Contractor may be required to perform work in areas that are in "secure or sterile areas" of the airport and not open to the general public. In such cases where the Contractor is required to work in these locations, it will be the responsibility of the Contractor to complete additional enrollment into the badge program and each employee is required to clear a background investigation and identity check. Please note that these additional requirements may increase the timeline and must be completed before work can be performed in those secure/sterile areas. For questions related to security badge requirements; for LAX and Van Nuys call (424) 646-5500.

**Note:** Even though this requirement will allow Contractors to access secure areas, the requirement for notification of the Project Manager or his/her designee is not waived.

#### **TERMINATION OF CONTRACT:**

##### **FOR CONVENIENCE:**

LAWA may terminate this Contract without cause and without liability for damages, upon giving the Contractor a thirty (30) day advance written notice or as otherwise provided herein.

**FOR CAUSE:**

LAWA may terminate this Contract for cause and without liability for damages as follows:

- A. In the event Contractor fails to abide by the terms, covenants and conditions of this Contract, LAWA shall give Contractor written notice to correct the defect or default and, if the same is not corrected, or substantial steps are not taken toward accomplishing such correction, within ten (10) days after LAWA's mailing such notification, LAWA may terminate this Contract forthwith upon giving Contractor a ten (10) day written notice. LAWA shall be the sole judge of the Contractor's contract performance.
- B. Unscrupulous or illegal conduct by the Contractor or its agents(s) affecting LAWA shall be grounds for immediate and unconditional termination of the contract, with or without further notice. LAWA shall be the sole judge of the Contractor's conduct and the effect of that conduct on LAWA.

Upon notice (written or otherwise) to the Contractor of LAWA's decision to terminate the contract, the Contractor shall be responsible to immediately and forthwith surrender to LAWA, all LAWA property, including items of authority (badges, permits, etc., issued by LAWA) that are in the possession, custody, and care of the Contractor and/or its agent(s).

**CONTRACTOR'S GUARANTEE:**

Neither the final acceptance nor the final payment, nor any provision in the contract documents shall relieve the contractor of responsibility for faulty material or quality of work. The Project Manager shall give notice of observed defects to the contractor with reasonable promptness. The contractor shall remedy the defects and pay for any damage to other work resulting therefrom which appears within one (1) year after final acceptance.

**CONTRACTOR'S PROBLEM LOG:**

If services and/or delivery fall below an acceptable level, as determined by the Project Manager or his/her designated representative, the Project Manager shall notify the contractor in writing of the problems. This notification shall be in the form of a "Notice to Correct Unacceptable Service." The contractor shall respond in writing to the Project Manager, indicating what steps are being taken to correct the unacceptable service. If the unacceptable service is not corrected after the contractor receives the "Notice to Correct Unacceptable Service," payment may be withheld by LAWA until corrections are made.

If unacceptable service continues after the contractor receives the "Notice to Correct Unacceptable Service" or if the contractor receives three or more such notices, LAWA may terminate the contract as set forth in the Termination section of this Bid.

**REFERENCES:**

Bidders are required to **PRINT** below a list of companies/agencies for which they have performed similar work/services and/or supplied goods/equipment under similar conditions as required in this bid, including name of contact person, telephone number/email address, address, date/description of project:

	1	2	3	4
Company Name				
Address				
Phone Number				

<b>Email Address</b>				
<b>Contact Person</b>				
<b>Project Date</b>				
<b>Project Description</b>				

**LOCAL BUSINESS PREFERENCE PROGRAM (LBPP)** Companies certified as a Local Business Enterprise (LBE) with the City of Los Angeles are eligible to receive an 8% preference (for Local Prime contractors), or up to a 5% preference (for Local Subcontractors) on LAWA contracts in excess of \$150,000. Please see the attached LBPP document for the program rules.

In order to be given the bid preference as a certified LBE, your **Local Business Certification – Affidavit of Eligibility** must be uploaded to LABAVN and approved by the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance and listed on LABAVN as such *prior* to the bid due date in order to participate in the LBPP.

Note: For the purpose of this RFB, the Harbor LBE certification is not applicable.

Certification as an LBE is valid for two years from the date of approval. Applicant firms must be re-certified on a bi-annual basis with the Office of Contract Compliance. For questions concerning the Local Business Preference Program, contact the Office of Contract Compliance at (213) 847-2684.

If you are a certified LBE by the City of Los Angeles you must indicate your BAVN Company ID Number here: \_\_\_\_\_

**DELIVERY COSTS:**

Prices quoted shall include all delivery and unloading charges to LAWA at:

7409 World Way West, Los Angeles, Ca. 90045

16813 Stagg Street, Van Nuys, Ca. 91406

**DELIVERY TIME:** (See Exhibit “B” SERVICE DESCRIPTION - III. Freight Costs line items 19 thru 22)

**GENERAL CONDITIONS:**

The request for bid is subject to the attached “General Conditions”

**INVOICE INSTRUCTIONS:**

The request for bid is subject to the attached “Invoice Instructions”.



**Note:** LAWA Accounts Payable offers the optional service of electronic payment via Automated Clearing House (ACH). To request this service, complete the attached Vendor Set Up Request Form for Automated Clearing House (ACH) and **submit form with the required documentation to the address or email stated on the form.**



**ADMINISTRATIVE REQUIREMENTS:**

The attached Administrative Requirements, General Conditions and Invoice Instructions apply to this Bid. Failure by the bidder to retrieve, read, fill out, comply with and return the Administrative Requirements with the bid response, may render the bid non-responsive.

**"NO BID" RESPONSES:** If you are not submitting a bid for the attached items/project, do take a moment to tell us about your decision. LAWA is interested to hear from companies that decide not to bid.

You can download the "No Bid" form from the [www.labavn.org](http://www.labavn.org) website, complete form and return via e-mail or fax (see page 1) to the Procurement Analyst. "No bid" responses are due on or before the due date and specified time.

**Note:** If you do not provide the material/service requested in this RFB, you need not respond.

**THE BID MUST BE SIGNED:**

If the bid is made by an individual, it must be signed with the full name of the bidder, whose address must be given; if it is made by a partnership, it must be signed in the partnership name by a member of the firm, and the name and address of each member must be given; and if it is made by a corporation, it must be signed by **two authorized corporate officers.**

*Bidder understands and agrees that the Company's name submitted below must be the same as the name appearing on the Business Tax Registration Certificate (BTRC) or Vendor Registration Number (VRN) issued by the City of Los Angeles, the Invoice(s) and on the insurance documents submitted to the Los Angeles World Airports (LAWA) if applicable.*

*Bidder further understands and agrees that by signing the bid below they agree to comply with all applicable Administrative Requirements, including but not limited to Declaration of Non-Collusion, Assignment of Anti-Trust Claims, General Conditions and Invoice Instructions, as detailed in the attached Administrative Requirements.*

The undersigned hereby agrees to furnish and deliver the following goods or services in accordance with the conditions, prices, terms and conditions quoted herein:

Company's Name: \_\_\_\_\_  
(Print)

Corporation ☐    LLC Corporation ☐    S Corporation ☐    Sole proprietor ☐    Partnership ☐

Street Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Fax No: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Name and Title(s): \_\_\_\_\_  
(Print)

Signature: \_\_\_\_\_

Second Name and Title(s) (If Corporation): \_\_\_\_\_  
(Print)

Second Signature (If Corporation): \_\_\_\_\_

*Note: If one person has multiple officer positions that person may sign once and list the different officer provisions.*

Contact Person (if different from above): \_\_\_\_\_ Contact Phone: \_\_\_\_\_  
(Print)

**PAYMENT TERMS:** Payment terms are Net 30 days, unless bidder grants the LAWA a discount in the blank space after "Payment Terms" in the space below. Percentage discounts offered for payment 25 days or more will be considered by the City when evaluating bids. LAWA will deduct that percentage from your bid total. Discounts offered for payment less than 25 days will not be deducted from your bid total.

Payment Terms: \_\_\_\_\_ % \_\_\_\_\_ days (minimum 25 days for net bid award consideration).

## **Exhibit "A"**

### **ASPHALT CONCRETE MIXES SPECIFICATIONS**

1. All asphalt concrete mixes must comply with the subsection 203-6 of the most recent edition of the Green book Standard Specifications for Public Works Construction (SSPWC) for the class specified. Other sections of the SSPWC as referenced in 203-5 shall apply, including all referenced requirements for aggregates, mineral filler and asphalt cement.
2. References to contractor shall be synonymous with bidder, vendor, owner and operator, and shall mean the company that is responsible for the manufacturing and delivery of asphalt concrete mixes.
3. Asphalt concrete plants must be owned and operated by contractor.
4. The estimated usage of mixes is 30,000 tons annually.
5. Most asphalt concrete mixes will be PG70-10 and PG64-10 paving grade asphalt unless otherwise specified such as P401 mix as attached. The Los Angeles World Airports (LAWA), Maintenance Services Division (MSD) requires quotation and delivery of all other grades listed in the Interactive Worksheet as well as delivery schedules after regular business hours, on Saturday, Sunday and observed holidays. Contractor agrees to submit a written quotation subject to the approval by the LAWA Maintenance Services, Airports Maintenance Superintendent, or their designee, should additional or special grades of asphalt concrete mixes be required.
6. Most deliveries of asphalt mixes by the contractor will be directly to the work site at LAX & Van Nuys Airports. LAWA Maintenance Services may pick up some mixes at the plant with its own trucks. Asphalt deliveries by contractor and pick up location for City trucks must be within a 10 mile radius of LAX or 30 mile radius of VNY Airport.
7. Contractor will supply asphalt material at the required application temperature (defined as 250 to 275 degrees as tested/determined by LAWA Maintenance Services representative upon will call and delivery. LAWA Maintenance Services Section reserves the right to refuse/return, at the contractor's expense, asphalt that does not meet the required application temperature.
8. All Asphalt Cement for Asphalt Concrete Mixes must be "Paving Grade" PG-64-10 unless otherwise specified.
9. Mixes specified for use on Taxiway or Airfield projects shall be designated as either, "Airfield" or "P401" for the maximum aggregate size specified.
10. Mixes designated as "P401", shall conform to sections 401-1.1 through 401-3.2 of Specification section 34 – Plant Mix Bituminous Pavements – Surface Course, (FAA P-401), attached.
11. Mixes designated as "Airfield" shall conform to the requirements set forth in No. 1 above, with the following modifications:
  - a. Mixes shall be "Virgin Mixes". RAP is not acceptable.
  - b. Asphalt cement shall be grade PG 70-10 or PG 76-22 with 48 hour advance notice.
  - c. At least 70% of the coarse aggregate shall have two fractured faces; at least 85% of the coarse aggregate shall have one fractured face.
  - d. Loss after 500 revolutions per ASTM C131 shall be no more than 40%.

12. RAP (Recycled Asphalt Product) may be used for all projects except airfield or P401.

13. The contractor will be responsible for sampling and testing the asphalt concrete according to the following:

- a. Samples of either the asphalt concrete or the aggregate hot-bins shall be secured. A sample shall represent each day's production or for every 800 tons in any single production day. Should each day's production be represented by different mixtures, where possible, a sample of each material type shall be secured. Samples will be tested for gradation or gradation and bitumen content where appropriate. All sampling and testing shall be in accordance to the current edition of Standard Specifications for Public Works Construction (Green Book). Test results shall show the date, approximate time, and material type represented by each sample. The contractor shall provide a copy of the results within 10 days of the project.

14. The award of contract will be determined by the following factors:

**100% of the Bid Weighted on: I. Material Costs, II. Freight Costs, III. Standing/Working Time Costs**

15. Asphalt concrete pricing will be based on the California Statewide Crude Oil Price Index. Compensation adjustments for price index fluctuations, which occur during the contract period, may increase or decrease for paving asphalt price fluctuations exceeding 10 percent.

Contractor shall provide the credit or adjustment for compensation by the 10<sup>th</sup> of each month on the total tonnage of asphalt ordered/delivered in the previous month.

The adjustment in compensation will be determined in conformance with the following formula:

***For an increase in paving asphalt price index exceeding 10%:***

$$A = 0.90 (lu/lb - 1.10) lb. \times \% \text{ of liquid asphalt}$$

***For a decrease in paving asphalt price index exceeding 10%:***

$$A = 0.90 (lu/lb - 0.90) lb. \times \% \text{ of liquid asphalt}$$

A = Adjustment in dollars per ton of paving asphalt used to produce asphalt concrete residual used rounded to the nearest \$0.01.

lu = The California Statewide Crude Oil Price Index which is determined each month on or about the first business day of the month within the pay period in which the quantity subject to adjustment was included in the estimate.

lb = The California Statewide Crude Oil Price Index for the month in which the bid opening for the project occurred.

The adjustment in compensation will also be subject to the following:

- A. The compensation adjustments provided herein will be invoiced/credited separately. The Contractor shall be liable to LAWA for decreased compensation adjustments and LAWA may deduct the amount thereof from monies due or that may become due the Contractor.

16. Contractor must submit mix designs for all asphalt listed within these specifications within five (5) business days upon request from LAWA. Failure to submit mix designs may disqualify the Contractor's bid. Design mix must specify the amount of Asphalt Treated Permeable Base (ATPB) mix; the percentage of liquid asphalt in the ATPB; the amount of dense graded Asphalt Concrete (AC); and, the percentage of liquid asphalt in the AC mix.

**CITY OF LOS ANGELES  
LOS ANGELES WORLD AIRPORTS  
BID VERIFICATION WORKSHEET**

**EXHIBIT "B"****Bid 116-069****vendor's name**

1. This is a computer generated worksheet and must be completed on a computer. Vendor must complete all fields highlighted/bordered in blue.
2. Shaded fields automatically perform calculations, are preset, and are locked. Use the "Tab" key to move to the next cell. Entering price by hand or typing is **NOT** recommended as additional staff time and cost will be required by our agency to verify the accuracy of entries made.
3. Use this Excel work sheet on the website: [www.labavn.org](http://www.labavn.org). Complete your worksheet, save it, print it and submit it with your bid response. Do not email.

Item #	Material Costs	CSCOPI		
		Month/Yr	Price Index	
I.	California Statewide Crude Oil Price Index (CSCOPI)			
1.	Material pricing based on the following CSCOPI in effect on:			
	Material Description	Estimated Tonnage/year	Bid Price per Ton	Extended Price
II.	Designation of Rock Size and Gradation (1/2" = All C, C1, C2) (3/4" = All B) (3/8" = All D, D2, E)			
2.	1/2" Asphalt Mixes (PG70-10)	1000	\$0.00	\$0.00
3.	1/2" Asphalt Mixes (PG64-10)	1000	\$0.00	\$0.00
4.	1/2" Asphalt Mixes PG 70-10 (P-401) (Airfield)	1000	\$0.00	\$0.00
5.	1/2" Asphalt Mixes PG 76-22 (P-401) (Airfield)	1000	\$0.00	\$0.00
6.	3/4" Asphalt Mixes PG 70-10 (P-401) (Airfield)	5000	\$0.00	\$0.00
7.	3/4" Asphalt Mixes PG 76-22 (P-401) (Airfield)	1000	\$0.00	\$0.00
8.	1" Asphalt Mixes PG 70-10 (P-401) (Airfield)	1000	\$0.00	\$0.00
9.	1" Asphalt Mixes PG 76-22 (P-401) (Airfield)	1000	\$0.00	\$0.00
10.	3/4" Asphalt Mixes (PG70-10)	5000	\$0.00	\$0.00
11.	3/4" Asphalt Mixes (PG64-10)	1000	\$0.00	\$0.00
12.	3/8" Asphalt Mixes (PG70-10)	5000	\$0.00	\$0.00
13.	3/8" Asphalt Mixes (PG64-10)	1000	\$0.00	\$0.00
14.	School Mixes (PG70-10)	1000	\$0.00	\$0.00
15.	Cold Mixes	1000	\$0.00	\$0.00

16.	Porous Asphalt Mixes	1000	\$0.00	\$0.00
17.	Warm Mix Asphalt	1000	\$0.00	\$0.00
18.	INSERT TOTALS FROM THIS PAGE TWO OF BID	Total for Material Costs (Item #2 through Item #17)		\$0.00
	<b>SERVICE DESCRIPTION</b>		<b>Bid Price</b>	<b>Extended Price</b>
III.	<b>Freight Costs</b>	<b>Tons</b>	<b>Freight Cost per Ton by: 10-Wheeler Truck or Truck &amp; Trailer</b>	
19.	Plant A. State freight cost per ton for delivery to LA International Airport (LAX) locations, with thirty (30) minute free unloading time for each load. Freight charge must not exceed the rates quoted whether delivered by 10-wheeler trucks or truck and trailer combination.	500	\$0.00	\$0.00
20.	Plant B. State freight cost per ton for delivery to LA International Airport (LAX) locations, with thirty (30) minute free unloading time for each load. Freight charge must not exceed the rates quoted whether delivered by 10-wheeler trucks or truck and trailer combination.	500	\$0.00	\$0.00
21.	Plant A. State freight cost per ton for delivery to Van Nuys Airport (VNY) locations, with thirty (30) minute free unloading time for each load. Freight charge must not exceed the rates quoted whether delivered by 10-wheeler trucks or truck and trailer combination.	500	\$0.00	\$0.00
22.	Plant B. State freight cost per ton for delivery to Van Nuys Airport (VNY) locations, with thirty (30) minute free unloading time for each load. Freight charge must not exceed the rates quoted whether delivered by 10-wheeler trucks or truck and trailer combination.	500	\$0.00	\$0.00
IV.	<b>Plant Information</b>	<b># of Plants</b>		
23.	Number of plants owned and operated by contractor within a 10-30 mile radius of LAX & VNY Airports:	0		
	List plant(s) addresses below:			
24.	Plant #1 - Address:			
25.	Plant #2 - Address:			
26.	Plant #3 - Address:			
27.	Plant #4 - Address:			
V.	<b>Standing Time Costs</b>	<b>Hours</b>	<b>Bid Price Cost Per Hour</b>	<b>Extended Price</b>
28.	Charge per delivery for STANDING TIME, WORKING TIME, after the first thirty (30) minutes of free unloading time:	500	\$0.00	\$0.00
VI.	<b>Bid Totals</b>			

29.	<b>Bid Total (for award purposes only) = Item #18 + Item #19 + Item #21 + Item #28</b>		<b>\$0.00</b>
<b>VII.</b>	<b>State Percentage for Additional Charges (after-hours/weekends/holidays)</b>	<b>Percentage (%)</b>	
30.	State additional cost expressed in percentage, if any, to be added for materials, freight and standing / working time:		
31.	On weekdays - between 4 pm and 11 pm	0%	
32.	On weekdays - between 11 pm and 6 am	0%	
33.	On weekends - Saturday	0%	
34.	On weekends - Sunday	0%	
35.	On Observed Holidays	0%	
36.	A minimum uninterrupted supply of 250 tons of material per hour with a 12-hour advance notice. (yes / no)		
37.	A minimum uninterrupted supply of 500 tons of material per hour with a 24-hour advance notice. (yes / no)		



## NOTICE: IMPORTANT INVOICING INSTRUCTIONS

*Los Angeles World Airports*

### Invoice Instructions

To ensure prompt payment of invoices, please follow the instructions listed below:

1. All invoices for **Los Angeles World Airports** pertaining to materials and services, must be mailed to:

**LAX and Van Nuys Airport Invoices**

Los Angeles World Airports  
Attn: Account Payable  
PO BOX 92882  
Los Angeles, CA 90009

**Ontario Airport Invoices**

Los Angeles World Airports  
Attn: ONT Construction & Maintenance  
2132 E. Avion Avenue  
Ontario, CA 91761

2. All invoices **MUST** have the following **SIX** elements: 1) the Purchase Order Number; 2) the LAWA division name; 3) the name of the LAWA employee ordering materials and/or services; 4) invoice number; 5) remittance address; and 6) discount or payment terms.

**Note:**

- Invoices without the six elements above will experience delays in processing.
- The remittance address must be the correct address on file with Los Angeles World Airports.
- LAWA's Purchase Order Number is a ten-digit number that begins with '45'.

3. The invoice prices, description and quantities **MUST AGREE WITH THE PURCHASE ORDER LINE ITEMS**;

**Note:** Any item or charge not specified in the Purchase Order or in the contract (including freight charges, restocking charges, etc.) will not be paid. Any discrepancy will cause delays in prompt payment.

4. **Discounts or payment terms** should be printed on the invoices clearly and accurately. It is LAWA's goal to take all available discounts being offered by the vendors.
5. **Invoices will be processed and discounts will be computed based on the date of goods received or date that the invoice is received, whichever is later. In cases where the invoice is received, but the vendor has not met all the requirements, the date that all requirements have been met by the vendor will be the date used for invoice processing and discount computation.**
6. Other important invoice instructions and requirements:

- **FREIGHT CHARGES:** Freight charges that are authorized in the contract must be invoiced by your company and not the freight company that made the delivery. You must include a copy of the freight bill to substantiate freight charges on your invoice for any freight charge in **excess of \$75**.
- **TAXES:** **Sales taxes** must be stated separately on the invoice. Indicate what portion of the charges is applicable to the materials provided.
- **TIME SHEETS:** Time sheets (hours by day for each individual) must be provided for service contracts when required by the contract document.
- **Other documents to support invoice charges**
- **INVOICE CERTIFICATION:** Invoice certification by a company officer (i.e., as stated per contract)
- **CREDIT MEMOS:** The original invoice number must appear on any credit memo.

**NOTE:** Your firm must be in full compliance with **ALL** Administrative Requirements listed in your contract, including being current on insurance policies and the City business tax. Failure to being in compliance may delay in prompt invoice payment.

**If you have questions regarding the invoice instructions, please contact your LAWA Contract Manager or the Accounts Payable Main Line at 424-646-7650 (LAX/Van Nuys) or (909) 544-5264 (Ontario).**



## General Conditions

(In the general conditions listed below, the City of Los Angeles, Los Angeles World Airports (LAWA), is hereinafter referred to as the City.)

**FORM OF BID AND SIGNATURE.** All bids must be made on this form. Photocopied forms are acceptable. Additional forms are obtainable from the Departmental LAX Procurement Services Division. Unless otherwise indicated in the RFB, bids should be enclosed in a sealed envelope, showing the Bid No. in the lower left corner, and addressed as indicated in the RFB. All bids must be signed. If the bid is made by an individual, it must be signed with the full name of the bidder, whose address must be given; if it is made by a partnership, it must be signed in the partnership name by a member of the firm, and the name and address of each member must be given; and if it is made by a corporation, it must be signed by two authorized corporate officers. In case of error in extension of prices, unit prices will govern. No telephonic or telegraphic bids are acceptable.

**TAXES.** Do not include any Sales Tax or Federal Excise Tax in prices quoted. Sales Tax will be added by the City at the time of award. The City will furnish Federal Excise Tax Exemption Certificate to Supplier. Other taxes must be included in the bid prices.

**AWARD.** Bids shall be subject to acceptance by the City for a period of 3 months unless a lesser period is prescribed in the quotation by the bidder. The City may make combined award of all items complete to one bidder or may award separate items or groups of items to various bidders. When required by the City, bidders must submit alternate prices or name a lump sum or discount, conditional on two or more items being awarded to him. The right is reserved to reject any, or all, bids and to waive any informality in bids.

**BRAND NAMES AND SPECIFICATIONS.** Unless otherwise stated the detailed specification and/or brand name references are descriptive and indicate quality, design, and construction of items required. Offer to supply articles substantially the same as those described herein will be considered regardless of minor variation(s) from the listed specifications, or specifications of the articles described by brand name.

**PATENTS.** Should any items on which bids are requested be patented, or otherwise protected or designated by the particular name of the maker, and the bidder desires to quote on an item of equal character and quality, the bidder may offer such substitute item by indicating clearly that such substitution is intended and specifying the brand. Such substitution shall be accepted only if deemed by the Purchasing Manager to be equal to that specified.

**SPECIFICATION CHANGES.** If provisions of the Specifications restrict bidder from bidding, he or she may request in writing that the specifications be modified. Such request must be received by the Purchasing Manager at least five (5) working days before bid opening/close date. All bidders will be notified by Addendum of any approved changes in the specifications.

**CITY HELD HARMLESS.** To the fullest extent permitted by law, Contractor/Supplier shall defend, indemnify and keep and hold City, including its Board of Airport Commissioners, and City's officers, agents and employees, harmless from any and all costs, liability, damage or expense (including costs of suit and fees and expenses of legal services) claimed by anyone (including Contractor/Supplier) by reason of injury to or death of persons (including Contractor/Supplier and/or its employees), or damage to or destruction of property (including property of Contractor/Supplier) as a result of the acts or omissions of Contractor/Supplier, its agents, servants, employees or invitees or relating to acts or events pertaining to or arising from or out of the Contract, whether or not contributed to by any act or omission of City or any of the City's Boards, officers, agents or employees. City shall endeavor to give notice of such claims. In the event the "Administrative Requirements" includes a "Hold Harmless" clause, this "City Held Harmless" clause shall be replaced and superseded by the Hold Harmless clause set forth in the Administrative Requirements. In the event the signed contract includes a "Hold Harmless" clause, the signed contract's "Hold Harmless" clause shall replace and supersede all other Hold Harmless clauses.

**PURCHASE AGREEMENT DOCUMENTS.** A copy of the Notice Inviting Bids, the bid and a copy of these General Conditions and the Specifications will remain on file in the Office of the Purchasing Manager and it is understood will form the purchasing agreement when accepted by the Purchasing Manager. All materials or services supplied by the Contractor shall conform to the applicable requirement of the City Charter, City Ordinances, and all applicable State and Federal Laws, as well as conforming to the specifications contained herein.

**DEFAULT BY SUPPLIER.** In case of default by supplier, the City reserves the right to procure the articles or services from other

sources and to hold the supplier responsible for any excess costs occasioned the City thereby.

**PAYMENTS.** All Cash Discounts shall be taken and computed from the date of delivery or completion and acceptance of the material, or from date of receipt of invoice, whichever is latest. Complete payments will be made by demands on the City Treasury of the City of Los Angeles, approved as required by ordinance and charter provisions. Invoices must be submitted as specified on the Purchase Orders or shipping authorization.

**SAFETY APPROVAL.** Where required by Los Angeles City regulations, any articles delivered must carry Underwriters Laboratories Approval or City of Los Angeles Dept. Of Building and Safety approval. Failure to have such approval at the time of bidding may result in rejection of the Bid. Also, articles quoted must conform with the Safety Orders of the California Division of Industrial Safety, and/or OSHA, where applicable.

**PATENT RIGHTS.** The supplier agrees to save, keep, hold harmless, and fully indemnify the City, its officers, employees, agents and other duly authorized representatives from all damages, cost or expenses in law or equity that may at any time arise or to be set up for any infringement of the patent rights, trademarks, copyrights literary or dramatic rights of any person or persons in consequence of the use of any person or persons in consequence of the use by the City, its officers, employees, agents or other duly authorized representatives of articles supplied under purchasing agreement, and of which the supplier is not the patentee or assignee, or which the supplier is not lawfully entitled to sell.

**ASSIGNMENT.** The supplier shall not assign or transfer by operation of law any obligation without the prior written consent of the Purchasing Manager.

**ATTORNEY'S FEES.** If City shall, without any fault be made a party to any litigation commenced by or against Supplier arising out of Supplier's performance of this Agreement or incident to such performance and as a result of which Supplier is finally adjudicated to be liable, then Supplier shall pay all costs, expenses and reasonable attorney's fees incurred by or imposed upon City in connection with such litigation. Each party shall give prompt notice to the other of any claim or suit instituted against it that may affect the other party.

**BID PROTEST.** Any bid protest must be submitted in writing and postmarked within fourteen (14) calendar days after the date of bid opening. The day after bid opening shall be considered as day one. Any bid protest must be submitted in writing to: Office of the City Attorney, Airport Division, One World Way, P.O. Box 92216, Los Angeles World Airports, Los Angeles, CA 90009-2216, with a copy sent to the LAWA Division issuing the RFB. The protest shall include the following:

- The initial protest document must contain a complete statement of the factual and legal basis for the protest.
- The protest must refer to the specific portion of the document which forms the basis for the protest.
- The protest must include the name, address and telephone number of the person representing the protesting party.
- The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest which may be adversely affected by the outcome of the protest. Such parties shall include all other bidders.
- The Executive Director/Board of Airport Commissioners will issue a decision on the protest. If the Executive Director/Board of Airport Commissioners determines that a protest is frivolous, the protesting party may be determined to be irresponsible and may be determined to be ineligible for future contract award.
- The procedure and time limits set forth in this paragraph are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest and failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code claim or legal proceedings.

**TERMINATION OF CONTRACT FOR CONVENIENCE.** LAWA may terminate this Contract, with or without cause, and without liability for costs or damages, upon giving the Contractor a thirty (30) day advance written notice or as otherwise provided herein.

# **Administrative Requirements**

## **Administrative Requirements**

Forms and explanatory documents for each of the following administrative requirements are identified below and are included in the respective sections of this package. Also included, as the final section, is a checklist to assist your proper completion of the required forms prior to bid/proposal submittal. This checklist should be used by Bidders/Proposer to prepare an Administrative Requirements Packet, which must include original, signed documents, and submitted with your bid/proposal. Please note that all documents must be signed by the duly authorized representative of the entity or sole proprietor. In the event of a **Joint Venture (JV)**, officers authorized by **each entity must sign and submit a separate set of the following documents:**

- Vendor Identification Form
- List of Other City of Los Angeles Contracts
- Affidavit of Non-Collusion
- Bidder Contributions CEC Form 55
- Contractor Responsibility Questionnaire and Pledge of Compliance
- Equal Benefits Ordinance Compliance Affidavit
- Municipal Lobbying Ordinance Bidder Certification CEC Form 50

**This Packet should be bound separately from other parts of your bid/proposal and clearly labeled "Administrative Requirements Packet".** Additional copies of the Packet are not required to be submitted.

The following administrative requirements may reference the Los Angeles City Charter (LACC), Los Angeles Municipal Code (LAMC), or Los Angeles Administrative Code (LAAC).

For further information or assistance regarding all administrative requirements, contact:

Los Angeles World Airports  
Procurement Services Division  
P O Box 92216  
Los Angeles, CA 90009-2216  
Phone: (424) 646-5380  
Fax: (424) 646-9262  
E-mail: [ProcurementRequirements@lawa.org](mailto:ProcurementRequirements@lawa.org)  
Internet: [www.lawa.org](http://www.lawa.org) -> About LAWA -> Business Opportunities  
- > Administrative Requirements

### **1. VENDOR IDENTIFICATION FORM (The original signed form must be included with bid/proposal)**

The Vendor ID form requires general information about a bidder/proposer's business as well as the Seller's Permit and the Business Tax Registration Certificate (BTRC) numbers, Payment Terms, Equal Employment Opportunity Officer contact information, and data on the firm's City of Los Angeles contracts (if applicable).

- **Seller's Permit Number**

The Seller's Permit Number is required if the vendor is engaged in business in California; intends to sell or lease tangible personal property that would ordinarily be subject to sales tax if

sold at retail; will make sales for a temporary period, normally lasting no longer than 30 days at one or more locations. The enforcing agency for this requirement is the Board of Equalization, the Sales and Use Tax Department. Additional information regarding this requirement can be found at <http://www.boe.ca.gov/sutax/sutprograms.htm>.

- **Payment terms**

Payment terms represent LAWA's conditions under which the vendor will be reimbursed for his/her services or sold goods. Typically, these terms specify the period allowed to a buyer to pay off the amount due, and may demand cash in advance, cash on delivery, deferred payment period of 30 days or more, etc. Please refer to [www.lawa.org](http://www.lawa.org) -> About LAWA -> Business Opportunities -> Administrative Requirements -> LAWA Payment Terms to determine the applicable code.

- **Business Tax Registration Certificate**

Pursuant to the LAMC, Chapter 2, Article 1, Section 21.03, persons engaged in any business or occupation within the City of Los Angeles are required to register and pay the required tax. Businesses, including vendors, subject to this tax are issued a Business Tax Registration Certificate (BTRC) or a Vendor Registration Number (VRN).

Information regarding this requirement may be obtained at Office of Finance, Tax & Permit Division, 200 N. Spring St., Room 101, Los Angeles, CA 90012, Phone: (213) 473-5901, Web: <http://finance.lacity.org>.

- **List of Other City of Los Angeles Contracts (during previous ten years)**

Bidders/Proposers must submit a list of all City of Los Angeles contracts held within the last ten (10) years.

For additional information regarding all LAWA administrative requirements, please contact Procurement Services at (424) 646-5380 or visit our website at [www.lawa.org](http://www.lawa.org) -> About LAWA -> Business Opportunities -> Administrative Requirements.

## **2. AFFIDAVIT OF NON-COLLUSION (The original signed form must be included with bid/proposal)**

Pursuant to the LAAC, Division 10, Chapter 1, Article 2, Section 10.15, each bid/proposal must include the attached affidavit of the Bidder/Proposer that the bid/proposal is genuine, and not a sham or collusive, or made in the interest or on behalf of any person, and that the Bidder/Proposer has not directly or indirectly induced or solicited any other Bidder/Proposer to submit a sham bid, or any other person, firms, or corporation to refrain from bidding, and that the Bidder/Proposer has not sought by collusion to secure for himself/herself an advantage over any other Bidder/Proposer.

Bidders/Proposers must complete, notarize, and submit the attached "Affidavit to Accompany Proposals or Bids" with the bid/proposal.

**Failure to include an Affidavit with the bid/proposal will render the bid/proposal non-responsive and will result in its rejection.**

**Attachment:**

- Affidavit of Non-Collusion

### **3. BIDDER CONTRIBUTIONS CEC FORM 55 (CONTRACT BIDDER CAMPAIGN CONTRIBUTION AND FUNDRAISING RESTRICTIONS)**

**(The original signed form must be included with bid/proposal)**

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

Bidders/Proposers/Respondents must submit CEC Form 55 (attached) to LAWA with their bid/proposal/Statement of Qualifications. The form requires bidders to identify their principals, their subcontractors performing \$100,000 or more in work on the contract, and the principals of those subcontractors. Bidders/Proposers/Respondents must also notify their principals and subcontractors in writing of the restrictions and include the notice in contracts with subcontractors. Responses submitted without a completed CEC Form 55 shall be deemed nonresponsive. Bidders/Proposers/Respondents who fail to comply with City law may be subject to penalties, termination of contract, and debarment.

Additional information regarding this requirement may be obtained at:

200 N. Spring Street  
City Hall, 24th Floor  
Los Angeles, California 90012  
(213) 978-1960  
(213) 978-1988 [Fax]  
ethics.commission@lacity.org  
Web: <http://ethics.lacity.org>

#### **Attachments:**

- Bidder Contributions CEC Form 55
- Los Angeles City Ethics Commission Special Bulletin, available at [http://ethics.lacity.org/pdf/pressrelease/press\\_042511\\_New\\_Charter\\_Amend\\_Limits\\_Bidder\\_Bulletin.pdf](http://ethics.lacity.org/pdf/pressrelease/press_042511_New_Charter_Amend_Limits_Bidder_Bulletin.pdf)

### **4. CONTRACTOR RESPONSIBILITY PROGRAM (The original signed form must be included with bid/proposal)**

Pursuant to Resolution No. 21601 adopted by the Board of Airport Commissioners, effective May 20, 2002, the Contractor Responsibility Program (CRP) is the policy of Los Angeles World Airports (LAWA) to ensure that all LAWA contractors have the necessary quality, fitness and capacity to perform the work set forth in the contract. LAWA shall award contracts only to entities and individuals it has determined to be Responsible Contractors. The provisions of this

Program apply to leases and contracts for construction, for services, and for purchases of goods and products that require Board approval.

Bidders/Proposers are required to complete and submit with the bid/proposal the attached "Contractor Responsibility Program Questionnaire" that provides information LAWA needs in order to determine if the Bidder/Proposer is responsible and has the capability to perform the contract. The information contained in the CRP Questionnaire is subject to public review for a period of not less than 14 days. Bidders/Proposers are also required to complete, sign and submit with the bid/proposal the attached "Contractor Responsibility Program Pledge of Compliance." Bidders/Proposers are also required to respond within the specified time to LAWA's request for information and documentation needed to support a Contractor Responsibility determination. Subcontractors will be required to submit the Pledge to the prime contractor prior to commencing work.

For the list of Contractor Responsibility Program respondents, please visit our website [www.lawa.org](http://www.lawa.org) -> About LAWA -> Business Opportunities - > Administrative Requirements - > Contractor Responsibility Program -> Contractor Responsibility Program Questionnaire Respondents.

**Attachments:**

- Contractor Responsibility Program Questionnaire
- Contractor Responsibility Program Pledge of Compliance

## **5. EQUAL BENEFITS ORDINANCE**

Any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of the Los Angeles Administrative Code Section 10.8.2.1, Equal Benefits Ordinance (EBO). The EBO requires City contractors who provide benefits to employees with spouses provide the same benefits to employees with domestic partners. Domestic partners are defined as two adults living together, jointly responsible for living expenses, committed to an intimate and caring relationship and registered as domestic partners with a governmental entity.

**Bidders/Proposers/Lessees must submit the Equal Benefits Ordinance Compliance Affidavit (2 pages) with Bid/Proposal/Lease.**

The Equal Benefits Ordinance Compliance Affidavit shall be valid for a period of twelve months. Bidders/Proposers/Lessees do not need to submit supporting documentation with their bids or proposals or leases. However, the City may request supporting documentation to verify that the benefits are provided equally as specified on the Equal Benefits Ordinance Compliance Affidavit.

Bidders/Proposers/Lessees seeking additional information regarding the requirements of the Equal Benefits Ordinance may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org> or call Procurement Services at (424) 646-5380.

**Attachment:**

- EBO Compliance Affidavit

## 6. INSURANCE

Pursuant to LAAC, Division 11, Chapter 2, Article 2, Section 11.47 and the Risk Management Policy (Council File #79-3194-S1) adopted by Los Angeles City Council on March 1, 1991, the City of Los Angeles is to be protected to the maximum extent feasible, against loss or losses which would significantly affect personnel, property, finances, or the ability of the City to continue to fulfill its responsibilities to taxpayers and the public. Consequently, prior to commencing work, the selected Bidder/Proposer must provide evidence of insurance that conforms to the insurance requirements of the bid/proposal. Insurance requirements which specifically outline the types and amounts of coverage required for this project are explained in detail in the attached language and "Insurance Requirement Sheet".

Successful Bidder/Proposer must provide acceptable evidence of insurance as explained in the attachments prior to commencing work on the contract. Said acceptable evidence of insurance must remain current throughout the term of the contract and be on file with the Insurance Compliance Unit in order to receive payment under any contract with the City of Los Angeles.

### Attachments:

- Insurance Requirement Sheet
- Insurance Language
- Frequently Asked Questions

Additional information is available at [www.lawa.org](http://www.lawa.org) -> About LAWA -> Business Opportunities -> Administrative Requirements -> Insurance

## 7. MUNICIPAL LOBBYING ORDINANCE (The original signed form must be included with bid/proposal)

Pursuant to the Los Angeles Municipal Code, Section 48.09, all bids/proposals must include a copy of the Municipal Lobbying Ordinance in one of the following formats: on paper, in an electronic format, or through a link to an online version of the ordinance. The City's Municipal Lobbying Ordinance requires certain individuals and entities to register with the City Ethics Commission and requires public disclosure of certain lobbying activities, including money received and spent. Additionally, for all construction contracts, public leases, or licenses of any value and duration; goods or service contracts with a value greater than \$25,000 and a term of at least three months, each bidder/proposer must submit with its bid a certification, on a form (CEC Form 50) proscribed by the City Ethics Commission, that the bidder acknowledges and agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance, if the bidder qualifies as a lobbying entity.

**Failure to submit the Bidder Certification CEC Form 50 with the bid/proposal will render the bid/proposal non-responsive.**

Additional information regarding this requirement may be obtained at:

200 N. Spring Street  
City Hall, 24th Floor  
Los Angeles, California 90012  
(213) 978-1960  
(213) 978-1988 [Fax]

ethics.commission@lacity.org  
Web: <http://ethics.lacity.org>

**Attachments:**

- Municipal Lobbying Ordinance, available at [http://www.lawa.org/welcome\\_LAWA.aspx?id=586](http://www.lawa.org/welcome_LAWA.aspx?id=586)
- Bidder Certification CEC Form 50, available at [http://www.lawa.org/welcome\\_LAWA.aspx?id=586](http://www.lawa.org/welcome_LAWA.aspx?id=586)

**8. ALTERNATIVE FUEL VEHICLE REQUIREMENT PROGRAM**

Contractor shall comply with the provisions of the Alternative Fuel Vehicle Requirement Program adopted by the Board pursuant to Resolution No. 22554 and the LAWA Rules and Regulations promulgated thereunder. The rules, regulations and requirements of the Alternative Fuel Vehicle Requirement Program are attached.

**ADMINISTRATIVE REQUIREMENTS THAT DO NOT REQUIRE FORMS**

The following administrative requirements are language only. They are included as **ATTACHMENT 1**. Submit any questions you may have regarding these ordinances to the LAWA Procurement Services Division at [ProcurementServices@lawa.org](mailto:ProcurementServices@lawa.org) or at (424) 646-5380.

- Affirmative Action
- Assignment of Anti-Trust Claims
- Child Support Obligations



# Checklist

## **Administrative Requirements Checklist**

**BIDDERS/PROPOSERS (PRIME CONTRACTORS) MUST SUBMIT THE FOLLOWING ORIGINAL, SIGNED DOCUMENTS, WITH THEIR PROPOSAL, AS INDICATED**

### **1. VENDOR IDENTIFICATION FORM**

- ☐ Is the required Vendor Identification Form completed and signed?
- ☐ Is the BTRC/VRN number provided?
- ☐ Is the EEOO contact information provided?
- ☐ Is the list of previous City contracts attached? (If applicable)
- ☐ Is the Form enclosed in the Packet?

### **2. AFFIDAVIT OF NON-COLLUSION**

- ☐ Is the "Affidavit to Accompany Proposals or Bids" completed and signed?
- ☐ Is the Affidavit notarized?
- ☐ Is the Affidavit enclosed in the Packet?

**Failure to include an Affidavit with the bid/proposal will render the bid/proposal non-responsive and will result in its rejection.**

### **3. BIDDER CONTRIBUTIONS**

- ☐ Is the required Bidder Contribution CEC Form 55 completed and signed?
- ☐ Is the Form enclosed in the Packet?

**Failure to include the Bidder Contribution CEC Form 55 with the bid/proposal will render the bid/proposal non-responsive and will result in its rejection.**

### **4. CONTRACTOR RESPONSIBILITY PROGRAM**

- ☐ Is the required "Contractor Responsibility Program Questionnaire" completed and signed?
- ☐ Is the Questionnaire enclosed in the Packet?
- ☐ Is the required "Contractor Responsibility Program Pledge of Compliance" completed and signed?
- ☐ Is the Pledge of Compliance enclosed in the Packet?

### **5. EQUAL BENEFITS ORDINANCE**

- ☐ Is the EBO Compliance Affidavit Form completed and signed?
- ☐ Is the Form enclosed in the Packet?

**6. MUNICIPAL LOBBYING ORDINANCE**

- ☐ Is the required Bidder Certification CEC Form 50 completed and signed?  
☐ Is the Certification enclosed in the Packet?

**THE FOLLOWING REQUIREMENTS DO NOT REQUIRE THE COMPLETION OF FORMS  
BUT MAY BE INCORPORATED AS PROVISIONS OF THE CONTRACT:**

**7. AFFIRMATIVE ACTION**

- ☐ Have you read and agreed with the City of Los Angeles' Non-discrimination, equal Employment and Affirmative Action provisions?

**8. ASSIGNMENT OF ANTI-TRUST CLAIMS**

- ☐ Have you read and agreed with California Government Code Sections 4550 – 4554?

**9. CHILD SUPPORT OBLIGATIONS**

- ☐ Have you read and agreed with Child Support Obligations provisions?

**IF YOU ARE AWARDED THE CONTRACT AND PRIOR TO EXECUTION OF THE CONTRACT:**

**Prime contractors** are required to submit to LAWA forms pertaining to the following requirements:

- Business Tax Registration Certificate
- Insurance

# Vendor Identification Form

## VENDOR IDENTIFICATION FORM

**ALL FIELDS MUST BE COMPLETED, IF REQUIRED; INCOMPLETE FORMS WILL NEED TO BE RESUBMITTED.**

### GENERAL INFORMATION

Legal Name: \_\_\_\_\_

Doing Business As: \_\_\_\_\_

Are you an independent contractor eligible to receive a 1099-

License or Registration Number (if applicable): \_\_\_\_\_

MISC? No ☐ Yes ☐ EIN or SSN: \_\_\_\_\_

Payment Terms \* (code): \_\_\_\_\_

(A TIN (SSN or EIN) and W-9 are required)

Seller's Permit Number\* (if applicable): \_\_\_\_\_

#### Ownership:

☐ Individual / Sole Proprietor

☐ Corporation

☐ Partnership

☐ Governmental Entity

☐ Other (specify): \_\_\_\_\_

☐ BTRC/VRN application pending (please attach the application)

Are you subject to non-resident withholding under California Revenue and Taxation Code Section 18662? No ☐ Yes ☐

### BUSINESS ADDRESS

Street: \_\_\_\_\_ Suite #: \_\_\_\_\_

Contact Person: \_\_\_\_\_

City: \_\_\_\_\_

Contact Person's Title: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Fax: \_\_\_\_\_ Phone: \_\_\_\_\_

Website: \_\_\_\_\_

Email: \_\_\_\_\_

Remittance address (if required and different from the above): \_\_\_\_\_

### BUSINESS INFORMATION

Service Area: International ☐ National ☐ Regional ☐ Local ☐ Years in Business: \_\_\_\_\_ Number of Employees: \_\_\_\_\_

#### BUSINESS CERTIFICATION (Check all that apply)

☐ Woman-Owned Business Enterprise (WBE)

☐ Disadvantaged Business Enterprise (DBE)

☐ Minority Business Enterprise (MBE)

☐ Airport Concessions Disadvantaged Business Enterprise

☐ Small Business Enterprise (according to SBA criteria)

☐ Small and Local Business Enterprise (SLB)

☐ Minority Women Business Enterprise (MWB)

If required, please attach copies of all applicable certifications.

#### NON-DISCRIMINATION, EQUAL EMPLOYMENT AND AFFIRMATIVE ACTION COMPLIANCE

EEO Officer (name): \_\_\_\_\_

Phone Number: \_\_\_\_\_

EEO Officer's Title: \_\_\_\_\_

Email: \_\_\_\_\_

Have you had contracts with the City of Los Angeles in the last 10 years? No ☐ Yes ☐ If 'yes', please attach an additional sheet with Contract Number, Department, Description and Dollar Value.

### CERTIFICATION

*The undersigned declares and certifies that all statements on this form are true and correct. The undersigned agrees to notify Procurement Services Division immediately of any changes to the information contained herein.*

*The undersigned has read and agreed with the administrative requirements set for this project, and provided as a check list in the bid/proposal package, and will comply with them for the duration of the contract if selected.*

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ Title \_\_\_\_\_

#### For LAWA use only:

Project name: \_\_\_\_\_ Project No: \_\_\_\_\_

Requesting Division: \_\_\_\_\_ Contact Person: \_\_\_\_\_

SAP Action (send the form to FAMIS Support Desk): ☐ Create ☐ Change ☐ Block ☐ Delete ☐ New Ordering Address

**Current and Prior City of Los Angeles Contracts**

[illegible]

# Affidavit of Non-Collusion

AFFIDAVIT TO ACCOMPANY PROPOSALS OR BIDS

STATE OF CALIFORNIA

)

COUNTY OF \_\_\_\_\_

) ss.:

)

\_\_\_\_\_ being first duly sworn, deposes and says:  
(Type or print name)

that he or she is the \_\_\_\_\_ of  
(Type or print title)

\_\_\_\_\_, who submits herewith  
(Type or print name of company/firm)

to the Board of Airport Commissioners the attached bid/proposal; that he or she is the person whose name is signed to the attached bid/proposal; that said bid/proposal is genuine; that the same is not sham or collusive; that all statements of fact therein are true; and that such bid/proposal was not made in the interest or behalf of any person, partnership, company, association, organization, or corporation not herein named or disclosed.

Affiant further deposes and says: that the bidder/proposer has not directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interests of the public body which is to award the contract, or of any other bidder/proposer, or anyone else interested in the proposed contract; and that the bidder/proposer has not in any manner sought by collusion to secure for himself/herself/itself/themselves, an advantage over any other bidder/proposer.

Affiant further deposes and says that prior to the public opening and reading of bids/proposals, said bidder/proposer:

- (a) did not, directly or indirectly, induce or solicit anyone else to submit a false or sham bid/proposal;
- (b) did not, directly or indirectly, collude, conspire, connive or agree with any one else that said bidder/proposer or anyone else would submit a false or sham bid, or that anyone should refrain from bidding or withdraw their bid/proposal;
- (c) did not, in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the bid price of said bidder/proposer or of anyone else, or to raise or fix any overhead, profit or cost element of their price or of that of anyone else;
- (d) did not, directly or indirectly, submit their bid/proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association organization, bid depository, or to any member or agent, thereof, or to any individual or group of individuals, except to the awarding authority or to any person or person who have a partnership or other financial interest with said bidder/proposer in their business.

Signed:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Title:

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

\_\_\_\_\_  
Notary Public

(Notarial Seal)



## Bidder Contributions

# **ATTENTION:**

The following CEC Form 55 ***must*** be signed on page 1. If you fail to sign the form or if you submit an incomplete CEC Form 55, your proposal/bid will be deemed nonresponsive.



Ethics Commission  
200 N Spring Street  
City Hall — 24th Floor  
Los Angeles, CA 90012  
(213) 975-1950  
ethics.lacity.org

## Prohibited Contributors (Bidders) Form 55

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

☐ Original filing ☐ Amended filing (original signed on \_\_\_\_\_; last amendment signed on \_\_\_\_\_)

Reference Number (bid or contract number, if applicable):

Date Bid Submitted:

Description of Contract (title of RFP and services to be provided):

City Department Awarding the Contract:

### BIDDER INFORMATION

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

### SCHEDULE SUMMARY

*Please complete all three of the following:*

**1. SCHEDULE A — Bidder's Principals (check one)**

- ☐ The bidder is the individual listed above and has no other principals (Schedule A is not required).
- ☐ The bidder is the individual listed above or an entity and has other principals, who are listed on the attached Schedule A pages.

**2. SCHEDULE B — Subcontractors and Their Principals (check one)**

- ☐ The bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more (Schedule B is not required).
- ☐ The bidder has one or more subcontractors on this bid or proposal with subcontracts worth \$100,000 or more, and those subcontractors and their principals are listed on the attached Schedule B pages.

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

### BIDDER'S CERTIFICATION

*I certify that I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter section 470(c)(12) and any related ordinances. I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information provided on this form and the attached pages is true and complete to the best of my knowledge and belief.*

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



Ethics Commission  
280 N Spring Street  
City Hall — 24th Floor  
Los Angeles, CA 90012  
(213) 978-1990  
ethics.lacity.org

## Prohibited Contributors (Bidders) Form 55

### SCHEDULE A — BIDDER'S PRINCIPALS

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

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

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_



Ethics Commission  
280 N Spring Street  
City Hall — 24th Floor  
Los Angeles, CA 90012  
(213) 678-1860  
ethics.lacity.org

## Prohibited Contributors (Bidders) Form 55

### SCHEDULE B — SUBCONTRACTORS AND THEIR PRINCIPALS

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

Subcontractor: \_\_\_\_\_

Address: \_\_\_\_\_

*Check one of the following:*

- ☐ The subcontractor listed above is an individual and has no other principals.
- ☐ The subcontractor listed above is an individual or an entity and has principals, and their names and titles are identified below (attach additional sheets if necessary). Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.

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

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

# **Contractor Responsibility Program**

**LOS ANGELES WORLD AIRPORTS  
CONTRACTOR RESPONSIBILITY PROGRAM  
QUESTIONNAIRE**

On December 4, 2001, the Board of Airport Commissioners adopted Resolution No. 21601, establishing LAWA's Contractor Responsibility Program (CRP). The intent of the program is to ensure that all LAWA contractors have the necessary quality, fitness and capacity to perform the work set forth in the contract. To assist LAWA in making this determination, each bidder/proposer is required to complete and submit with the bid/proposal the attached CRP Questionnaire. If a non-competitive process is used to procure the contract, the proposed contractor is required to complete and submit the CRP Questionnaire to LAWA prior to execution of the contract. Submitted CRP questionnaires will become public records and information contained therein will be available for public review for at least fourteen (14) calendar days, except to the extent that such information is exempt from disclosure pursuant to applicable law.

The signatory of this questionnaire guarantees the truth and accuracy of all statements and answers to the questions herein. Failure to complete and submit this questionnaire may make the bid/proposal non-responsive and result in non-award of the proposed contract. During the review period if the bidder/proposer or contractor (collectively referred to hereafter as "bidder/proposer") is found non-responsible, he/she is entitled to an Administrative Hearing if a written request is submitted to LAWA within ten (10) working days from the date LAWA issued the non-responsibility notice. Final determination of non-responsibility will result in disqualification of the bid/proposal or forfeiture of the proposed contract.

All Questionnaire responses must be typewritten or printed in ink. Where an explanation is required or where additional space is needed to explain an answer, use the CRP Questionnaire Attachment A. Submit the completed and signed Questionnaire and all attachments to LAWA. Retain a copy of this completed questionnaire for future reference. Contractors shall submit updated information to LAWA within thirty (30) days if changes have occurred that would make any of the responses inaccurate in any way.

**A. PROJECT TITLE:** \_\_\_\_\_

**B. BIDDER/CONTRACTOR INFORMATION:**

_____		_____	
Legal Name		DBA	
_____	_____	_____	_____
Street Address	City	State	Zip
_____	_____	_____	
Contact Person, Title	Phone	Fax	

**C. TYPE OF SUBMISSION:** The CRP Questionnaire being submitted is:

- ☐ An initial submission of a CRP Questionnaire. Please complete all questions and sign Attachment A.
- ☐ An update of a prior CRP Questionnaire dated \_\_\_\_/\_\_\_\_/\_\_\_\_. Please complete all questions and sign Attachment A.
- ☐ A copy of the initial CRP Questionnaire dated \_\_\_\_/\_\_\_\_/\_\_\_\_. Please sign below and return this page.

I certify under penalty of perjury under the laws of the State of California that there has been no change to any of the responses since the firm submitted the last CRP Questionnaire.

_____	_____	_____
Print Name, Title	Signature	Date

**A. OWNERSHIP AND NAME CHANGES**

1a. In the past five (5) years, has the name of the bidder/proposer (also referred to herein as "your firm") changed?

☐ Yes ☐ No

If **Yes**, list on Attachment A all prior legal and D.B.A. names used by the bidder/proposer, the addresses of each of the identified entities, and the dates when each identified entity used those names. Additionally, please explain in detail the specific reason(s) for each name change.

1b. In the past five (5) years, has the owner of your firm (if your firm is a sole proprietorship) or any partner of your firm (if your firm is a partnership), or any officer of your firm (if your firm is a corporation) engaged in the same or similar type of business as the current firm?

☐ Yes ☐ No

If **Yes**, list on Attachment A the names of those firms.

**B. FINANCIAL RESOURCES AND RESPONSIBILITY**

2. In the past five (5) years, has your firm ever been the debtor in a bankruptcy proceeding?

☐ Yes ☐ No

If **Yes**, explain on Attachment A the specific circumstances and dates surrounding each instance.

3. Is your company now in the process of, or in negotiations toward, or in preparations for being sold?

☐ Yes ☐ No

If **Yes**, explain on Attachment A the specific circumstances, including to whom being sold and principal contact information.

4. In the past five (5) years, has your firm's financial position significantly changed?

☐ Yes ☐ No

If **Yes**, explain the specific circumstances on Attachment A.

5. In the past five (5) years, has your firm ever been denied bonding?

☐ Yes ☐ No

If **Yes**, explain on Attachment A the specific circumstances surrounding each instance and include the name of the bonding company.

6. In the past five (5) years, has any bonding company made any payments to satisfy any claims made against a bond issued on your firm's behalf or a firm where you were the principal?

☐ Yes ☐ No

If **Yes**, explain on Attachment A the specific circumstances surrounding each instance.

**PERFORMANCE HISTORY**

7. In the past five (5) years, has your firm or the owner of your firm (if your firm is a sole proprietorship) or any partner of your firm (if your firm is a partnership), or any officer of your firm (if your firm is a corporation) defaulted under a contract with a governmental entity or with a private individual or entity?

☐ Yes ☐ No

If **Yes**, explain on Attachment A the specific circumstances surrounding each instance.



8. In the past five (5) years, has a governmental or private entity or individual terminated your firm's contract prior to completion of the contract?

☐ Yes ☐ No

If Yes, explain on Attachment A the specific circumstances surrounding each instance, and principal contact information.

9. In the past five (5) years, has your firm ever failed to meet any scheduled deliverables or milestones?

☐ Yes ☐ No

If Yes, explain on Attachment A the circumstances surrounding each instance, and principal contact information.

10. In the past ten (10) years, has the bidder/proposer had any contracts with any private or governmental entity to perform work which is similar, in any way, to the work to be performed on the contract for which you are bidding or proposing?

☐ Yes ☐ No

If Yes, list on a separate attachment, for each contract listed in response to this question: (a) contract number and dates; (b) awarding authority; (c) contact name and phone number; (d) description and success of performance; and (e) total dollar amount. Include audit information if available.

#### COMPLIANCE

11. In the past five (5) years, has your firm or any of its owners, partners, or officers, been penalized for or been found to have violated any federal, state, or local laws in the performance of a contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees?

☐ Yes ☐ No

If Yes, explain on Attachment A the specific circumstances surrounding each instance, including the entity involved, the specific infraction(s), the dates of such instances, and the outcome and current status.

12. In the past five (5) years, has your firm ever been debarred or determined to be a non-responsible bidder contractor?

☐ Yes ☐ No

If Yes, explain on Attachment A the specific circumstances surrounding each instance, including the entity involved, the specific infraction(s), the dates of such instances, and the current status.

#### BUSINESS INTEGRITY

13. In the past five (5) years, has your firm been convicted of, or found liable in a civil suit for making a false claim(s) or material misrepresentation(s) to any private or governmental entity?

☐ Yes ☐ No

If Yes, explain on Attachment A the specific circumstances surrounding each instance, including the entity involved, the specific infraction(s), the dates of such instances, and the outcome and current status.

14. In the past five (5) years, has your firm or any of its executives, management personnel, and owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract; or the crime of theft, fraud, embezzlement, perjury, or bribery?

☐ Yes ☐ No

If Yes, explain on Attachment A the specific circumstances surrounding each instance, including the entity involved, the specific infraction(s), the dates of such instances, and current status.

15. Prior to bidding on, submitting a proposal or executing a contract or renewal for a City of Los Angeles contract for goods or services of \$1,000,000 or more, a vendor must either: a) certify it is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) (found at: <http://www.documents.dgs.ca.gov/pd/poliproc/Iran%20Contracting%20Act%20List.pdf>) and is not a financial institution extending \$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 current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please check *ONE* of the options below.

**OPTION #1:**

Is your firm identified on the list entitled, "Entities Prohibited from Contracting with Public Entities in California per the Iranian Contracting Act of 2010"?

☐ Yes ☐ No

**OPTION #2:**

If your firm is identified on the aforementioned list, have you obtained an exemption?

☐ Yes ☐ No

**ATTACHMENT "A"**  
**FOR ANSWERS TO QUESTIONS IN SECTIONS A THROUGH E**

Use the space below to provide required additional information or explanation(s). Information submitted on this sheet must be typewritten. Indicate the question for which you are submitting the additional information. Information submitted on this Attachment will be available for public review, except to the extent that such information is exempt from disclosure pursuant to applicable law. Insert additional Attachment A pages as necessary.

**CERTIFICATION UNDER PENALTY OF PERJURY**

I certify under penalty of perjury under the laws of the State of California that I have read and understand the questions contained in this CRP Questionnaire. I further certify that I am responsible for the completeness and accuracy of the answers to each question, and that all information provided in response to this Questionnaire is true to the best of my knowledge and belief.

Print Name, Title

Signature

Date

**LOS ANGELES WORLD AIRPORTS  
CONTRACTOR RESPONSIBILITY PROGRAM  
PLEDGE OF COMPLIANCE**

The Los Angeles World Airports (LAWA) Contractor Responsibility Program (Board Resolution #21601) provides that, unless specifically exempted, LAWA contractors working under contracts for services, for purchases, for construction, and for leases, that require the Board of Airport Commissioners' approval shall comply with all applicable provisions of the LAWA Contractor Responsibility Program. Bidders and proposers are required to complete and submit this Pledge of Compliance with the bid or proposal or with an amendment of a contract subject to the CRP. In addition, within 10 days of execution of any subcontract, the contractor shall submit to LAWA this Pledge of Compliance from each subcontractor who has been listed as performing work on the contract.

The contractor agrees to comply with the Contractor Responsibility Program and the following provisions:

- (a) To comply with all applicable Federal, state, and local laws in the performance of the contract, including but not limited to, laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees.
- (b) To notify LAWA within thirty (30) calendar days after receiving notification that any government agency has initiated an investigation that may result in a finding that the contractor is not in compliance with paragraph (a).
- (c) To notify LAWA within thirty (30) calendar days of all findings by a government agency or court of competent jurisdiction that the contractor has violated paragraph (a).
- (d) To provide LAWA within thirty (30) calendar days updated responses to the CRP Questionnaire if any change occurs which would change any response contained within the completed CRP Questionnaire. Note: This provision does not apply to amendments of contracts not subject to the CRP and to subcontractors not required to submit a CRP Questionnaire.
- (e) To ensure that subcontractors working on the LAWA contract shall complete and sign a Pledge of Compliance attesting under penalty of perjury to compliance with paragraphs (a) through (c) herein. To submit to LAWA the completed Pledges.
- (f) To notify LAWA within thirty (30) days of becoming aware of an investigation, violation or finding of any applicable federal, state, or local law involving the subcontractors in the performance of a LAWA contract.
- (g) To cooperate fully with LAWA during an investigation and to respond to request(s) for information within ten (10) working days from the date of the Notice to Respond.

Failure to sign and submit this form to LAWA with the bid/proposal may make the bid/proposal non-responsive.

---

Company Name, Address and Phone Number

---

Signature of Officer or Authorized Representative

Date

---

Print Name and Title of Officer or Authorized Representative

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# Equal Benefits Ordinance

**LAWA EBO COMPLIANCE**

**FOR LAWY CONTRACTORS ONLY**

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

**EQUAL BENEFITS ORDINANCE COMPLIANCE AFFIDAVIT**

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

**SECTION 1. CONTACT INFORMATION**

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Approximate Number of Employees in the United States: \_\_\_\_\_

Approximate Number of Employees in the City of Los Angeles: \_\_\_\_\_

**SECTION 2. EBO REQUIREMENTS**

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

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

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

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

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

## LAWA EBO COMPLIANCE

### **SECTION 3. COMPLIANCE OPTIONS**

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

- ☐..... I have no employees.
- ☐..... I provide no benefits.
- ☐..... I provide benefits to employees only. Employees are prohibited from enrolling their spouse or domestic partner.
- ☐..... I provide equal benefits as required by the City of Los Angeles EBO.
- ☐..... I provide employees with a "Cash Equivalent." Note: The "Cash Equivalent" is the amount of money equivalent to what your company pays for spousal benefits that are unavailable for domestic partners, or vice versa.
- ☐..... All or some employees are covered by a collective bargaining agreement (CBA) or union trust fund. Consequently, I will provide Equal Benefits to all non-union represented employees, subject to the EBO, and will propose to the affected unions that they incorporate the requirements of the EBO into their CBA upon amendment, extension, or other modification of the CBA.
- ☐..... Health benefits currently provided do not comply with the EBO. However, I will make the necessary changes to provide Equal Benefits upon my next Open Enrollment period which begins on (Date) \_\_\_\_\_.
- ☐..... Our current company policies, i.e., family leave, bereavement leave, etc., do not comply with the provisions of the EBO. However, I will make the necessary modifications within three (3) months from the date of this affidavit.

### **SECTION 4. DECLARATION UNDER PENALTY OF PERJURY**

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

\_\_\_\_\_ will comply with the Equal Benefits Ordinance requirements  
Company Name  
as indicated above prior to executing a contract with the City of Los Angeles and will comply for the entire duration of the contract(s).

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

Executed this \_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_, at \_\_\_\_\_, \_\_\_\_\_  
(City) (State)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Name of Signatory (please print)

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Title

\_\_\_\_\_  
EIN/TIN

**Insurance**



## INSURANCE REQUIREMENTS FOR LOS ANGELES WORLD AIRPORTS

NAME: \*\*\*\*\*  
AGREEMENT / ACTIVITY: RFB (7907) – ASPHALT MIXES FOR LAX & VNY  
LAWA DIVISION: Maintenance Services Division

The insured must maintain insurance coverage at limits normally required of its type operation; however, the following coverage noted with an "X" is the minimum required and must be at least the level of the limits indicated. All policies must be occurrence based with the minimum required per occurrence limits indicated below.

### LIMITS

☒ Workers' Compensation (Statutory)/Employer's Liability  
    ☒ Voluntary Compensation Endorsement  
    ☒ Waiver of Subrogation  
        (Please see attached supplement)

Statutory

☒ Commercial Automobile Liability - covering owned, non-owned & hired auto

\$10,000,000 CSL

☒ Aviation/Airport or Commercial General Liability, including the following coverage:

\$10,000,000

- ☒ Premises and Operations
- ☒ Contractual (Blanket/Schedule)
- ☒ Independent Contractors
- ☒ Personal Injury
- ☒ Products/Completed Operations
- ☒ Additional Insured Endorsement  
    (Please see attached supplement).
- ☐ Explosion, Collapse & Underground  
    (required when work involves digging, excavation, grading or use of explosive materials.)
- ☐ Hangarkeepers Legal Liab. (At least at a limit of liability of \$ 1 million)

Pollution Legal Liability

\*\*\* Must meet contractual requirements

\$ \*\*\*

**CONTRACTOR SHALL BE HELD RESPONSIBLE FOR OWN OR HIRED EQUIPMENT AND SHALL HOLD AIRPORT HARMLESS FROM LOSS, DAMAGE OR DESTRUCTION TO SUCH EQUIPMENT.**

**INSURANCE COMPANIES WHICH DO NOT HAVE AN AM BEST RATING OF A- OR BETTER, AND HAVE A MINIMUM FINANCIAL SIZE OF AT LEAST 4, MUST BE REVIEWED FOR ACCEPTABILITY BY RISK MANAGEMENT.**

**PLEASE RETURN THIS FORM WITH EVIDENCE OF INSURANCE**

## **INSURANCE REQUIREMENTS FOR LOS ANGELES WORLD AIRPORTS (SUPPLEMENT)**

The only evidence of insurance accepted will be either a Certificate of Insurance and/or a True and Certified copy of the policy. The following items must accompany the form of evidence provided:

- **Endorsements:**

1. Workers Compensation Waiver of Subrogation Endorsement

- WC 04 03 06 or similar

2. General Liability Additional Insured Endorsements

- ISO Standard Endorsements
- Ongoing and products-completed operations

- A typed legible name of the Authorized Representative must accompany the signature on the Certificate of Insurance and/or the True and Certified copy of the policy.

- Certificate Holder:

Los Angeles World Airports  
PO Box 92216  
Los Angeles, CA 90009

## **Insurance**

Contractor shall procure at its own expense, and keep in effect at all times during the term of this Agreement, the types and amounts of insurance specified herein. The specified insurance shall also, either by provisions in the policies or by endorsement attached to such policies, specifically name the City of Los Angeles, Los Angeles World Airports, its Board of Airport Commissioners (hereinafter referred to as "Board"), and all of its officers, employees, and agents, their successors and assigns, as additional insureds, against the area of risk described herein as respects Contractor's acts or omissions in its operations, use and occupancy of the premises hereunder or other related functions performed by or on behalf of Contractor on Airport.

With respect to Workers' Compensation, the Contractor shall, by specific endorsement, waive its right of subrogation against the City of Los Angeles, Los Angeles World Airports, its Board, and all of its officers, employees and agents, their successors and assigns.

Each specified insurance policy (other than Workers' Compensation and Employers' Liability and fire and extended coverages) shall contain a Severability of Interest (Cross Liability) clause which states, "It is agreed that the insurance afforded by this policy shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability," and a Contractual Endorsement which shall state, "Such insurance as is afforded by this policy shall also apply to liability assumed by the insured under this Agreement with the City of Los Angeles."

All such insurance shall be primary and noncontributing with any other insurance held by City's Department of Airport where liability arises out of or results from the acts or omissions of Contractor, its agents, employees, officers, assigns, or any person or entity acting for or on behalf of Contractor.

Such policies may provide for reasonable deductibles and/or retentions acceptable to the Executive Director of the Department of Airport (hereinafter referred to as "Executive Director") based upon the nature of Contractor's operations and the type insurance involved.

City shall have no liability for any premiums charged for such coverage(s). The inclusion of City, its Department of Airports, its Board, and all of its officers, employees and agents, and their agents and assigns, as insureds, is not intended to, and shall not, make them, or any of them a partner or joint venture with Contractor in its operations at Airport.

In the event Contractor fails to furnish City evidence of insurance and maintain the insurance as required, City, upon ten (10) day prior written notice to comply, may (but shall not be required to) procure such insurance at the cost and expense of Contractor, and Contractor agrees to promptly reimburse City for the cost thereof plus fifteen percent (15%) for administrative overhead.

At least ten (10) days prior to the expiration date of any of the above policies, documentation showing that the insurance coverage has been renewed or extended shall be filed with City. If such coverage is canceled or reduced, Contractor shall, within fifteen (15) days of such cancellation or reduction of coverage, file with City evidence that the required insurance has been reinstated or provided through another insurance company or companies.

Contractor shall provide proof of all specified insurance and related requirements to City either by production of the actual insurance policy(ies), by a broker's letter acceptable to the Executive Director in both form and content in the case of foreign insurance syndicates, or by other written evidence of insurance acceptable to the Executive Director. The documents evidencing all specific coverages shall be filed with City prior to Contractor occupying the premises hereunder. The documents shall contain the applicable policy number, the inclusive dates of policy coverages and the insurance carrier's name, shall bear signature and the typed name of an authorized representative of said carrier, and shall provide that such insurance shall not be subject to cancellation, reduction in coverage or nonrenewal except after written notice by certified mail, return receipt requested, to the City Attorney of the City of Los Angeles at least thirty (30) days prior to the effective date thereof.

City and Contractor agree that the insurance policy limits specified herein shall be reviewed for adequacy annually throughout the term of this Agreement by Executive Director, who may thereafter require Contractor to adjust the amounts of insurance coverage to whatever amount Executive Director deems to be adequate. City reserves the right to have submitted to it, upon request, all pertinent information about the agent and carrier providing such insurance.

### **City Held Harmless**

To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless City and any and all of City's Boards, officers, agents, employees, assigns and successors in interest from and against any and all suits, claims, causes of action, liability, losses, damages, demands or expenses (including, but not limited to, attorney's fees and costs of litigation), claimed by anyone (including Contractor and/or Contractor's agents or employees) by reason of injury to, or death of, any person(s) (including Contractor and/or Contractor's agents or employees), or for damage to, or destruction of, any property (including property of Contractor and/or Contractor's agents or employees) or for any and all other losses, founded upon or alleged to arise out of, pertain to, or relate to the Contractor's and/or Sub-Contractor's performance of the Contract, whether or not contributed to by any act or omission of City, or of any of City's Boards, officers, agents or employees. Provided, however, that where such suits, claims, causes of action, liability, losses, damages, demands or expenses arise from or relate to Contractor's performance of a "Construction Contract" as defined by California Civil Code section 2783, this paragraph shall not be construed to require Contractor to indemnify or hold City harmless to the extent such suits, causes of action, claims, losses,

demands and expenses are caused by the City's sole negligence, willful misconduct or active negligence. Provided further that where such suits, claims, causes of action, liability, losses, damages, demands or expenses arise from Consultant's design professional services as defined by California Civil Code section 2782.8, Consultant's indemnity obligations shall be limited to allegations, suits, claims, causes of action, liability, losses, damages, demands or expenses arising out of, pertaining to, or relating to the Consultant's negligence, recklessness or willful misconduct in the performance of the Contract.

In addition, Contractor agrees to protect, defend, indemnify, keep and hold harmless City, including its Boards, Departments and City's officers, agents, servants and employees, from and against any and all claims, damages, liabilities, losses and expenses arising out of any threatened, alleged or actual claim that the end product provided to LAWA by Contractor violates any patent, copyright, trade secret, proprietary right, intellectual property right, moral right, privacy, or similar right, or any other rights of any third party anywhere in the world. Contractor agrees to, and shall, pay all damages, settlements, expenses and costs, including costs of investigation, court costs and attorney's fees, and all other costs and damages sustained or incurred by City arising out of, or relating to, the matters set forth above in this paragraph of the City's "Hold Harmless" agreement.

In Contractor's defense of the City under this Section, negotiation, compromise, and settlement of any action, the City shall retain discretion in and control of the litigation, negotiation, compromise, settlement, and appeals there from, as required by the Los Angeles City Charter, particularly Article II, Sections 271, 272 and 273 thereof.

**Survival.** The provisions of this section shall survive the expiration or earlier termination of this Agreement.

### ***Hazardous and Other Regulated Substances***

(a) Contractor agrees to accept sole responsibility for full compliance with any and all applicable present and future rules, regulations, restrictions, ordinances, statutes, laws and/or other orders of any governmental entity regarding the use, storage, handling, distribution, processing and/or disposal of hazardous wastes, extremely hazardous wastes, hazardous substances, hazardous materials, hazardous chemicals, toxic chemicals, toxic substances, pollutants, contaminants or other similarly regulated substances (hereinafter referred to as "hazardous substances") regardless of whether the obligation for such compliance or responsibility is placed on the owner of the land, on the owner of any improvements on the premises, on the user of the land or on the user of the improvements. Said hazardous substances shall include, but shall not be limited to, gasoline, aviation, diesel and jet fuels, lubricating oils and solvents. Contractor agrees that any damages, penalties or fines levied on City and/or Contractor as a result of noncompliance with any of the above shall be the sole responsibility of Contractor and further, that Contractor shall indemnify and pay and/or reimburse City for any damages, penalties or fines that City pays as a result of noncompliance with the above.

(b) In the case of any hazardous substance spill, leak, discharge or improper storage on the premises or contamination of same by any person, Contractor agrees to make or cause to be made any necessary repairs or corrective actions as well as to clean up and remove any leakage, contamination or contaminated ground. In the case of any hazardous substance spill, leak, discharge or contamination by Contractor or its employees, servants, agents, contractors or subcontractors which affects other property of City or its tenants' property, Contractor agrees to make or cause to be made any necessary corrective actions to clean up and remove any spill, leakage or contamination to the satisfaction of Executive Director. If Contractor fails to repair, cleanup, properly dispose of or take any other corrective actions as required herein, City may (but shall not be required to) take all steps it deems necessary to properly repair, clean up or otherwise correct the conditions resulting from the spill, leak or contamination. Any such repair, clean-up or corrective actions taken by City shall be at Contractor's sole cost and expense and Contractor shall indemnify and pay for and/or reimburse City for any and all costs (including any administrative costs) City incurs as a result of any repair, clean-up or corrective action it takes.

(c) If Contractor installs or uses already installed underground storage tanks, pipelines or other improvements on the specified premises for the storage, distribution, use, treatment or disposal of any hazardous substances, Contractor agrees, upon the expiration and/or termination of this Consent, to remove and/or clean up, at the sole option of Executive Director, the above-referred to improvements. Said removal and/or clean-up shall be at Contractor's sole cost and expense and shall be undertaken and completed in full compliance with all federal, state and local laws and regulations, as well as with the reasonable directions of Executive Director.

(d) Contractor shall promptly supply City with copies of all notices, reports, correspondence and submissions made by Contractor to any governmental entity regarding any hazardous substance spill, leak, discharge or clean-up including all test results.

(e) The provisions of this section shall survive the expiration or earlier termination of this Agreement.

# Frequently Asked Questions about LAWA Insurance Requirements

## RISK MANAGEMENT'S INSURANCE COMPLIANCE SECTION

1. **When should I comply with the Insurance Requirements?** The Risk Management Division's Insurance Compliance section is the first place to start if your proposal has been accepted or you have been awarded the bid. You cannot perform any work for the Department without approved evidence of insurance. Please be aware that if current evidence of insurance is not on file with the Insurance Compliance Section, invoices cannot be processed, badges cannot be issued and permits can not be processed.

OUR ACCOUNTING DIVISION HAS BEEN INSTRUCTED BY THE CITY CONTROLLER NOT TO PROCESS INVOICES UNLESS CURRENT EVIDENCE OF INSURANCE IS IN PLACE.

2. **What does LAWA consider as Acceptable Evidence of Insurance?**  
The only acceptable evidence of insurance is either a Certificate of Insurance or a True and Certified copy of a policy. The following items must accompany the form of evidence provided:
  - a. A copy of the Waiver of Subrogation Endorsement **specifically** naming Los Angeles World Airports on the schedule is required for Workers' Compensation. **A BLANKET ENDORSEMENT AND/OR LANGUAGE ON A CERTIFICATE OF INSURANCE IS NOT ACCEPTABLE.**
  - b. A copy of the Additional Insured Endorsement (CG 20 10 11 85 or similar) **specifically** naming Los Angeles World Airports on the schedule is required for General Liability. **A BLANKET ENDORSEMENT AND/OR LANGUAGE ON A CERTIFICATE OF INSURANCE IS NOT ACCEPTABLE.**
  - c. A legibly typed name of the Authorized Representative must accompany two signatures on the Certificate of Insurance and/or the True and Certified copy of the policy.
  - d. A copy of the Schedule of Underlying Coverage/Insurance is required for the Excess policy.
3. **Is there an added cost to adding Los Angeles Worlds Airports as Additional Insured?** Yes, there usually is an added cost to doing this. This fact should be considered when you are formulating your costs for the bid or proposal. Check with your insurance agent or broker.
4. **How can I obtain information on your Insurance Requirements?** An Insurance Requirement Sheet is included in the Proposal/Bid Package, which specifically outlines the types and amounts of coverage required. This Requirement Sheet should be passed on to your authorized insurance representative for review. You may also contact us at (424) 646-5480.
5. **Do I need to prepare more forms if I already have LAWA's evidence of Insurance?** No. If you already have current evidence of insurance on file with our Risk Management's Insurance Compliance Section, it is not necessary to complete a new set of forms. Once documentation is in place, you do not need to go through the process for each project. However, please check with our office to be sure that all coverages are current. Your contract administrator can do this for you as well. Our office maintains a computerized record of your evidence of insurance.
6. **What Insurance companies are acceptable to LAWA?** Insurance companies must have an A- or better rating and have a financial size of at least IV to be acceptable to LAWA. We use the A.M. Best Key Rating Guide as our reference.
7. **For how long will I need the insurance coverage?** If you are awarded a contract, there will be a provision in your contract which specifically states that it is your responsibility to maintain current evidence of insurance in our files for the contract period.
8. **How long does it take LAWA to process my evidence of insurance?** Your documents will be processed as soon as possible. Please submit your evidence of insurance documents to Risk Management's Insurance Compliance Section as soon as you are awarded the contract.
9. **When should I complete the evidence of insurance?** Do not spend any money to meet the insurance requirements until you are awarded the contract by LAWA. Get an estimate or quote from your insurance agent or broker and factor that into the bid/proposal you are preparing. Enclose a statement, provided on your company letterhead, which states you have reviewed the insurance requirements and that you will provide the required evidence of insurance if you are awarded the contract.
10. **Where is the Risk Management Division's Insurance Compliance Section located?**  
7301 World Way West, 2<sup>nd</sup> Floor,  
LAWA's Administration West Building,  
Los Angeles, CA 90045  
(424) 646-5480  
Public Counter Hours: 7:00 a.m. to 3:30 p.m. M-F

# **Municipal Lobbying Ordinance**



City Ethics Commission  
200 N Spring Street  
City Hall — 24th Floor  
Los Angeles, CA 90012  
Mail Stop 129  
(213) 978-1980

## Bidder Certification CEC Form 50

*This form must be submitted to the awarding authority with your bid  
or proposal for the contract noted below. Please write legibly.*

☐ Original filing ☐ Amended filing (original signed on \_\_\_\_\_; last amendment signed on \_\_\_\_\_)

Bid/Contract/BAVN Number:

Awarding Authority (Department):

Name of Bidder:

Phone:

Address:

Email:

### CERTIFICATION

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

- A. I am a person or entity that is applying for a contract with the City of Los Angeles.
- B. The contract for which I am applying is an agreement for one of the following:
1. The performance of work or service to the City or the public;
  2. The provision of goods, equipment, materials, or supplies;
  3. Receipt of a grant of City financial assistance for economic development or job growth, as further described in Los Angeles Administrative Code § 10.40.1(h); or
  4. A public lease or license of City property where both of the following apply, as further described in Los Angeles Administrative Code § 10.37.1(i):
    - a. I provide services on the City property through employees, subleasees, sublicensees, contractors, or subcontractors, and those services:
      - i. Are provided on premises that are visited frequently by substantial numbers of the public; or
      - ii. Could be provided by City employees if the awarding authority had the resources; or
      - iii. Further the proprietary interests of the City, as determined in writing by the awarding authority.
    - b. I am not eligible for exemption from the City's living wage ordinance, as eligibility is described in Los Angeles Administrative Code § 10.37.1(i)(b).
- C. The value and duration of the contract for which I am applying is one of the following:
1. For goods or services contracts—a value of more than \$25,000 and a term of at least three months;
  2. For financial assistance contracts—a value of at least \$100,000 and a term of any duration; or
  3. For construction contracts, public leases, or licenses—any value and duration.
- D. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

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

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Los Angeles Administrative Code § 10.40.1**

- (h) **"City Financial Assistance Recipient"** means any person who receives from the City discrete financial assistance in the amount of One Hundred Thousand Dollars (\$100,000.00) or more for economic development or job growth expressly articulated and identified by the City, as contrasted with generalized financial assistance such as through tax legislation.

Categories of such assistance shall include, but are not limited to, bond financing, planning assistance, tax increment financing exclusively by the City, and tax credits, and shall not include assistance provided by the Community Development Bank. City staff assistance shall not be regarded as financial assistance for purposes of this article. A loan shall not be regarded as financial assistance. The forgiveness of a loan shall be regarded as financial assistance. A loan shall be regarded as financial assistance to the extent of any differential between the amount of the loan and the present value of the payments thereunder, discounted over the life of the loan by the applicable federal rate as used in 26 U.S.C. Sections 1274(d), 7872(f). A recipient shall not be deemed to include lessees and sublessees.

**Los Angeles Administrative Code § 10.37.1**

- (i) **"Public lease or license"**.

- (a) Except as provided in (i)(b), "Public lease or license" means a lease or license of City property on which services are rendered by employees of the public lessee or licensee or sublessee or sublicensee, or of a contractor or subcontractor, but only where any of the following applies:
- (1) The services are rendered on premises at least a portion of which is visited by substantial numbers of the public on a frequent basis (including, but not limited to, airport passenger terminals, parking lots, golf courses, recreational facilities); or
  - (2) Any of the services could feasibly be performed by City employees if the awarding authority had the requisite financial and staffing resources; or
  - (3) The DAA has determined in writing that coverage would further the proprietary interests of the City.
- (b) A public lessee or licensee will be exempt from the requirements of this article subject to the following limitations:
- (1) The lessee or licensee has annual gross revenues of less than the annual gross revenue threshold, three hundred fifty thousand dollars (\$350,000), from business conducted on City property;
  - (2) The lessee or licensee employs no more than seven (7) people total in the company on and off City property;
  - (3) To qualify for this exemption, the lessee or licensee must provide proof of its gross revenues and number of people it employs in the company's entire workforce to the awarding authority as required by regulation;
  - (4) Whether annual gross revenues are less than three hundred fifty thousand dollars (\$350,000) shall be determined based on the gross revenues for the last tax year prior to application or such other period as may be established by regulation;
  - (5) The annual gross revenue threshold shall be adjusted annually at the same rate and at the same time as the living wage is adjusted under section 10.37.2 (a);
  - (6) A lessee or licensee shall be deemed to employ no more than seven (7) people if the company's entire workforce worked an average of no more than one thousand two-hundred fourteen (1,214) hours per month for at least three-fourths (3/4) of the time period that the revenue limitation is measured;
  - (7) Public leases and licenses shall be deemed to include public subleases and sublicenses;
  - (8) If a public lease or license has a term of more than two (2) years, the exemption granted pursuant to this section shall expire after two (2) years but shall be renewable in two-year increments upon meeting the requirements therefor at the time of the renewal application or such period established by regulation.



# ALTERNATIVE FUEL VEHICLE REQUIREMENT PROGRAM

## **ALTERNATIVE FUEL VEHICLE REQUIREMENT PROGRAM (LAX ONLY)**

### **I. Definitions.**

The following capitalized terms shall have the following meanings. All definitions include both the singular and plural form.

**"Airport Contract"** shall mean a contract awarded by LAWA and pertaining to LAX, and subcontracts of any level under such a contract.

**"Airport Contractor"** shall mean (i) any entity awarded an Airport Contract, and subcontractors of any level working under an Airport Contract; (ii) any contractors that have entered into a contract with an Airport Lessee to perform work on property owned by LAWA and pertaining to LAX, and any subcontractors working in furtherance of such a contract; and (iii) any contractor that have entered into a contract with an Airport Licensee to perform work pertaining to LAX, and any subcontractors working under such a contract.

**"Airport Lessee"** shall mean any entity that leases or subleases any property owned by LAWA and pertaining to LAX.

**"Airport Licensee"** shall mean any entity issued a license or permit by LAWA for operations that pertain to LAX.

**"Alternative-Fuel Vehicle"** shall mean a vehicle that is not powered by petroleum-derived gasoline or diesel fuel. Alternative-Fuel Vehicles include, but are not limited to, vehicles powered by compressed or liquefied natural gas, liquefied petroleum gas, methanol, ethanol, electricity, fuel cells, or other advanced technologies. Vehicles that are powered with a fuel that includes petroleum-derived gasoline or diesel are Alternative-Fuel Vehicles only if the petroleum-derived energy content of the fuel is no more than twenty percent (20%) of the total energy content of the fuel. Vehicles powered by dual fuel technologies are Alternative-Fuel Vehicles only if no more than twenty-percent (20%) of the fuel used by the engine comes from a petroleum-derived fuel. Vehicles powered by fuels that are derived from sources other than petroleum, but that can be used in conventional spark or combustion-ignition engines, are Alternative-Fuel Vehicles.

**"CARB"** shall mean the California Air Resources Board.

**"Comparable Emissions Vehicle"** shall mean a vehicle powered by an engine certified by CARB operating on petroleum-derived gasoline or diesel fuel that has criteria pollutant emissions less than or equal to a comparable alternative fuel engine.

**"Covered Vehicles"** is defined in Section II below.

**"EPA"** shall mean the United States Environmental Protection Agency.

**"Independent Third Party Monitor"** shall mean a person or entity empowered by LAWA to monitor compliance with and/or implementation of particular requirements in this policy.

**"LAWA"** shall mean Los Angeles World Airports.

**"LAX"** shall mean Los Angeles International Airport.

**"Least-Polluting Available Vehicle"** shall mean a vehicle that (i) is determined by an Independent Third Party Monitor to be (x) commercially available, (y) suitable for performance of a particular task, and (z) certified by CARB or EPA to meet the applicable engines emission standard in effect at the time of purchase; and (ii) is equipped with a retrofit device that reduces NOx emissions by at least twenty-five percent (25%) and reduces particulate matter by at least eighty-five percent (85%). Where more than one vehicle meets these requirements for a particular task, LAWA, working with the Independent Third Party Monitor, will designate as the Least-Polluting Available Vehicle the vehicle that emits the least amount of criteria air pollutants.

**"Operator"** shall mean any Airport Contractor, Airport Lessee, or Airport Licensee.

**II. Covered Vehicles.** The requirements under this Attachment shall apply to all on-road vehicles, including trucks, shuttles, passenger vans, and buses that are 8,500 lbs gross vehicle weight rating or more and are used in operations related to LAX ("**Covered Vehicles**").

**III. Conversion Schedule.**

- A. By January 31, 2010, fifty percent (50%) of the Covered Vehicles operated by an Operator shall be Alternative-Fuel Vehicles or Comparable Emissions Vehicles.
- B. By January 31, 2015, one hundred percent (100%) of the Covered Vehicles operated by an Operator shall be Alternative-Fuel Vehicles or Comparable Emissions Vehicles.

**IV. Least-Polluting Available Vehicles.** In cases where an Operator cannot comply with the requirements established pursuant to Section III above because neither Alternative-Fuel Vehicles nor Comparable Emissions Vehicles are commercially available for performance of particular tasks, LAWA will instead require Operators to use Least-Polluting Available Vehicles for such tasks. An Independent Third Party Monitor will determine on an annual basis whether Alternative-Fuel Vehicles or Comparable Emissions Vehicles are commercially available to perform particular tasks, and, in cases where Alternative-Fuel Vehicles are not commercially available for performance of a particular task, will identify the Least-Polluting Available Vehicle for performance of that task.

**V. Written Reports.** Operator shall complete and submit to LAWA the vehicle information required on the reporting form accessible on-line at <https://online.lawa.org/altfuel/> on a semi-annual basis. The reporting form may be amended from time to time by LAWA.

# **ATTACHMENT 1**

**(The following administrative requirements are language only  
for your information. There are no forms to be submitted.)**

**Affirmative Action**

## **AFFIRMATIVE ACTION**

Pursuant to the LAAC, Division 10, Chapter 1, Article 1, Sections 10.8. et seq. and the Board of Airport Commissioners Resolution No. 23772, it is the policy of the City of Los Angeles to require each person or entity contracting for goods or services to comply with the Non-discrimination, Equal Employment Practices, and Affirmative Action Program provisions of the City of Los Angeles.

All Bidders/Proposers must agree to adhere to the Non-Discrimination provision, designate an Equal Employment Opportunity Officer and provide his/her contact info in the Vendor Identification Form enclosed in this administrative requirements package.

**Los Angeles Administrative Code, Division 10, Chapter 1, Article 1, Sections 10.8-10.13**

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

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

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

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

Section History: Based on Ord. No. 132,533, Eff. 7-25-66; Amended by: Ord. No. 147,030, Eff. 4-28-75; Ord. No. 173,186, Eff. 5-22-00.

**Sec. 10.8.1. Definitions.**

The following definitions shall apply to the following terms used in this article:

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

**"Contract"** means any agreement, franchise, lease, or concession, including agreements for any occasional professional or technical personal services, for the performance of any work or service, the provision of any materials or supplies, or the rendition of any service to the City of Los Angeles or to the public, which is let, awarded or entered into with, or on behalf of, the City of Los Angeles or any awarding authority thereof.

**"Contractor"** means any person, firm, corporation, partnership, or any combination thereof, who submits a bid or proposal or enters into a contract with any awarding authority of the City of Los Angeles.

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

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

**"Office of Contract Compliance"** is that office of the Department of Public Works of the City of Los Angeles created by Article X of Chapter 13 of Division 22 of the Los Angeles Administrative Code.

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

Section History: Amended by: Ord. No. 147,030, Eff. 4-28-75; "Affirmative Action," Ord. No. 164,516, Eff. 4-13-89; "Affirmative Action," Ord. No. 168,244, Eff. 10-18-92; "Domestic partners" added, Ord. No. 172,909, Eff. 1-9-00; first two definitions deleted, Ord. No. 173,186, Eff. 5-22-00; "Domestic partners," Ord. No. 175,115, Eff. 4-12-03.

**Sec. 10.8.1.1. Summary of Thresholds.**

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

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

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

**Affirmative Action Program** as outlined in Sections 10.8.4 and 10.13 of this Code, applies to all Construction Contracts of \$5,000 or more and all non-Construction Contracts of \$100,000 or more.

Section History: Added by Ord. No. 173,186, Eff. 5-22-00.

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

Notwithstanding any other provision of any ordinance of the City of Los Angeles to the contrary, every contract which is let, awarded or entered into with or on behalf of the City of Los

Angeles, shall contain by insertion therein a provision obligating the contractor in the performance of such contract not to discriminate in his or her employment practices against any employee or applicant for employment because of the applicant's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition. All contractors who enter into such contracts with the City shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

Section History: Added by Ord. No. 172,908, Eff. 1-9-00; Amended by: Ord. No. 173,054, Eff. 2-27-00; Ord. No. 173,058, Eff. 3-4-00; Ord. No. 173,142, Eff. 3-30-00; Ord. No. 173,285, Eff. 6-26-00, Oper. 7-1-00; In Entirety, Ord. No. 175,115, Eff. 4-12-03; Subsec. (b)(7), Ord. No. 176,155, Eff. 9-22-04.

### **Sec. 10.8.3. Equal Employment Practices Provisions.**

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is \$1,000 or more, and every construction contract for which the consideration is \$1,000 or more, shall contain the following provisions, which shall be designated as the **EQUAL EMPLOYMENT PRACTICES** provision of such contract:

A. During the performance of this contract, the contractor agrees and represents that it will provide equal employment practices and the contractor and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

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

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

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

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

C. As part of the City's supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, the contractor shall certify in the specified format that he or she has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

D. The contractor shall permit access to and may be required to provide certified copies of all of his or her records

pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of City contracts. On their or either of their request the contractor shall provide evidence that he or she has or will comply therewith.

E. The failure of any contractor to comply with the Equal Employment Practices provisions of this contract may be deemed to be a material breach of City contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.

F. Upon a finding duly made that the contractor has failed to comply with the Equal Employment Practices provisions of a City contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, such contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until the contractor shall establish and carry out a program in conformance with the provisions hereof.

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

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

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

J. At the time a supplier registers to do business with the City, or when an individual bid or proposal is submitted, the contractor shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of City Contracts.

K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

1. Hiring practices;
2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
3. Training and promotional opportunities; and



4. Reasonable accommodations for persons with disabilities.

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

Section History: Amended by: Ord. No. 147,030, Eff. 4-28-75; Paragraphs A., B., C., Ord. No. 164,516, Eff. 4-13-89; Paragraphs C., Ord. No. 168,244, Eff. 10-18-92; Ord. No. 173,186, Eff. 5-22-00; Subsec. F Ord. No. 173,285, Eff. 6-26-00, Oper. 7-1-00.

#### **Sec. 10.8.4. Affirmative Action Program Provisions.**

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is \$100,000 or more and every construction contract with or on behalf of the City of Los Angeles for which the consideration is \$5,000 or more shall contain the following provisions which shall be designated as the **AFFIRMATIVE ACTION PROGRAM** provisions of such contract:

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

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

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

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

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

C. As part of the City's supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, the contractor shall certify on an electronic or hard copy form to be supplied, that the contractor has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

D. The contractor shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by

the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of City contracts, and on their or either of their request to provide evidence that it has or will comply therewith.

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

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

G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that the contractor has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a City contract, there may be deducted from the amount payable to the contractor by the City of Los Angeles under the contract, a penalty of TEN DOLLARS (\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a City contract.

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

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

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

K. The contractor shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or proposal or at the time it registers to do business with the City. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve

or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, the contractor may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, the contractor must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.

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

(2) A contractor may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.

L. The Office of Contract Compliance shall annually supply the awarding authorities of the City with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and the contractor.

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

1. Apprenticeship where approved programs are functioning and other on-the-job training for non-apprenticeable occupations;
2. Classroom preparation for the job when not apprenticeable;
3. Pre-apprenticeship education and preparation;
4. Upgrading training and opportunities;
5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
6. The entry of qualified women, minority and all other journeymen into the industry; and
7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.

N. Any adjustments which may be made in the contractor's or supplier's work force to achieve the requirements of the City's Affirmative Action Contract

Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the work force or replacement of those employees who leave the work force by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.

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

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

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

Section History: Amended by Ord. No. 147,030, Eff. 4-28-75; Paragraphs A., B., C., Ord. No. 164,516, Eff. 4-13-89; Paragraphs B. and C., Ord. No. 168,244, Eff. 10-18-92; Title and Section, Ord. No. 173,186, Eff. 5-22-00; Subsec. F, Ord. No. 173,285, Eff. 6-26-00, Oper. 7-1-00.

## Assignment of Anti-Trust Claims

## **ASSIGNMENT OF ANTI-TRUST CLAIMS**

It is the policy of Los Angeles World Airports ("LAWA") to inform each Bidder/Proposer that in submitting a bid/proposal to LAWA, the Bidder/Proposer may be subject to California Government Code Sections 4550 – 4554. If applicable, the Bidder/Proposer offers and agrees that if the bid is accepted, it will assign to LAWA all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act or under the Cartwright Act, arising from purchases of goods, services, or materials by the Bidder/Proposer. Such assignment is made and becomes effective at the time LAWA tenders final payment to the Bidder/Proposer.

# **GOVERNMENT CODE**

## **SECTION 4550-4554**

4550. As used in this chapter:

(a) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the state or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

(b) "Public purchasing body" means the state or the subdivision or agency making a public purchase.

4552. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

The preceding provisions of this section shall be included in full in any specifications for the public purchase and shall be included in full in the bid agreement or general provisions incorporated into the bid agreement.

4553. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

In state contracts, the preceding provisions of this section shall be included in full in any specifications for the public purchase and shall be included in full in the bid agreement or general provisions incorporated into the bid agreement.

4554. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action.

In state contracts, the preceding provisions of this section shall be included in full in any specifications for the public purchase and shall be included in full in the bid agreement or general provisions incorporated into the bid agreement.

# Child Support Obligations

## **CHILD SUPPORT OBLIGATIONS**

Pursuant to the LAAC, Division 10, Chapter 1, Article 1, Section 10.10, contractors and subcontractors performing work for the City must comply with all reporting requirements and Wage and Earning Assignment Orders relative to legally mandated child support and certify that contractors/subcontractors will maintain such compliance throughout the term of the contract.

## **Sec. 10.10. Child Support Assignment Orders.**

### **a. Definitions.**

1. **Awarding Authority** means a subordinate or component entity or person of the City (such as a City department or Board of Commissioners) that has the authority to enter into a contract or agreement for the provision of goods or services on behalf of the City of Los Angeles.

2. **Contract** means any agreement, franchise, lease or concession including an agreement for any occasional professional or technical personal services, the performance of any work or service, the provision of any materials or supplies, or the rendering of any service to the City of Los Angeles or to the public which is let, awarded or entered into with, or on behalf of, the City of Los Angeles or any awarding authority thereof.

3. **Contractor** means any person, firm, corporation, partnership or any combination thereof which submits a bid or proposal or enters into a contract with any awarding authority of the City of Los Angeles.

4. **Subcontractor** means any person, firm, corporation, partnership or any combination thereof who enters into a contract with a contractor to perform or provide a portion of any contract with the City.

5. **Principal Owner** means any person who owns an interest of 10 percent or more in a contractor or subcontractor as defined herein.

b. **Mandatory Contract Provisions.** Every contract that is let, awarded or entered into with or on behalf of the City of Los Angeles shall contain a provision obligating the contractor or subcontractor to fully comply with all applicable State and Federal employment reporting requirements for the contractor or subcontractor's employees. The contractor or subcontractor will also be required to certify that the principal owner(s) thereof are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally, that the contractor or subcontractor will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments in accordance with California Family Code §§5230 *et seq.* and that the contractor or subcontractor will maintain such compliance throughout the term of the contract.

Failure of a contractor or subcontractor to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignments or Notices of Assignment or failure of the principal owner(s) to comply with any Wage and Earnings Assignments or Notices of Assignment applicable to them personally shall constitute a default under the contract. Failure of the contractor or

subcontractor or principal owner thereof to cure the default within 90 days of notice of such default by the City shall subject the contract to termination.

c. **Notice to Bidders.** Each awarding authority shall be responsible for giving notice of the provisions of this ordinance to those who bid on, or submit proposals for, prospective contracts with the City.

d. **Current Contractor Compliance.** Within 30 days of the operative date of this ordinance, the City, through its operating departments, shall serve upon existing contractors a written request that they and their subcontractors (if any) comply with all applicable State and Federal employment reporting requirements for the contractor and subcontractor's employees, that they certify that the principal owner(s) of the contractor and any subcontractor are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally, that the contractor and subcontractor will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments in accordance with California Family Code §§5230 *et seq.* and that the contractor and subcontractor will maintain such compliance throughout the term of the contract.

e. **City's Compliance with California Family Code.** The City shall maintain its compliance with the provisions of California Family Code §§5230 *et seq.* and all other applicable law regarding its obligations as an employer to implement lawfully served Wage and Earnings Assignments and Notices of Assignment.

### **f. Report of Employees Names to District Attorney.**

1. The City shall maintain its current practice of assisting the District Attorney's support enforcement activities by annually reporting to the Los Angeles County District Attorney the names of all of its employees and retirees so that the District Attorney may identify those employees and retirees subject to Wage and Earnings Assignment Orders and Notices of Assignment and may establish court orders for support, where appropriate. Should the District Attorney so request it, the City will provide such information on a more frequent basis.

2. All applicants for employment with the City of Los Angeles will be asked to acknowledge their responsibility to comply with any court-ordered support obligations and will be advised of the City's practice of assisting the District Attorney as described in the provisions of Subsection f.1., above.

## **SECTION HISTORY**

Added by Ord. No. 172,401, Eff.2-13-99.



**CITY OF LOS ANGELES**  
**DEPARTMENT OF AIRPORTS**

**Dated: November 15, 2016**

**ADDENDUM # 001 BID NO. 116-069**

**PROJECT TITLE: PURCHASE AND DELIVERY OF ASPHALT MIXES AT LAX AND VNY**

**OLD DUE DATE: Thursday December 1, 2016 before 2:00 PM \_\_**

**NEW DUE DATE: Thursday December 8, 2016 before 2:00 PM P.S.T.**

**/XX/ THE ABOVE MENTIONED BID IS HEREBY AMENDED PER THE FOLLOWING:**

**Please remove and discard Exhibit(s) "A" Specifications and "B" Bid Verification Worksheet and replace them with the new and Revised 11-15-16 Exhibit "A" and Exhibit "B" here attached.**

Thank you.

Departmental Purchasing.

CC: Bid File

Richard Morales, F.M.U.G.

Barbara Taylor, F.M.U.G.

Julio Gonzalez, P.S.D.

**CITY OF LOS ANGELES**

**DEPARTMENT OF AIRPORTS**

**Dated: November 21, 2016**

**ADDENDUM # 002 BID NO. 116-069**

**PROJECT TITLE: PURCHASE AND DELIVERY OF ASPHALT MIXES AT LAX AND VNY**

**DUE DATE: Thursday December 8, 2016 before 2:00 PM P.S.T.**

**/XX/ THE ABOVE MENTIONED BID IS HEREBY AMENDED PER THE FOLLOWING:**

**Please remove and discard Exhibit(s) "A" Specifications and "B" Bid Verification Worksheet and replace them with the new and Revised 11-21-16 Exhibit "A" and Exhibit "B" here attached.**

Thank you.

Departmental Purchasing.

CC: Bid File

Richard Morales, F.M.U.G.

Barbara Taylor, F.M.U.G.

Julio Gonzalez, P.S.D.

**CITY OF LOS ANGELES**  
**DEPARTMENT OF AIRPORTS**

**Dated: December 1, 2016**

**ADDENDUM # 003 BID NO. 116-069**

**PROJECT TITLE: PURCHASE AND DELIVERY OF ASPHALT MIXES AT LAX AND VNY**

**OLD DUE DATE: Thursday December 8, 2016 before 2:00 PM P.S.T.**

**/XX/ THE ABOVE MENTIONED BID IS HEREBY AMENDED PER THE FOLLOWING:**

**NEW DUE DATE: Thursday December 15, 2016 before 2:00 PM P.S.T.**

**Please remove and discard Exhibit(s) "A" Specifications Revised 11-21-16 and Exhibit "B" Bid Verification Worksheet Revised 11-21-16 and replace them with the new and Revised 11-30-16 Exhibit "A" and Exhibit "B" here attached.**

Thank you.

Departmental Purchasing.

CC: Bid File

Richard Morales, F.M.U.G.

Barbara Taylor, F.M.U.G.

Julio Gonzalez, P.S.D.

**CITY OF LOS ANGELES**  
**DEPARTMENT OF AIRPORTS**

**Dated: December 8, 2016**

**ADDENDUM # 004 BID NO. 116-069**

**PROJECT TITLE: PURCHASE AND DELIVERY OF ASPHALT MIXES AT LAX AND VNY**

**DUE DATE: Thursday December 15, 2016 before 2:00 PM P.S.T.**

**/XX/ THE ABOVE MENTIONED BID IS HEREBY AMENDED PER THE FOLLOWING:**

**Apparently some of you have not been able to open Exhibit "B" the worksheet posted on LABAVN  
In an effort to allow all wishing to bid, I've Revised it under Revised 12-8-16, please use and  
Include this version Revised 12-8-16 when submitting your bid.**

Thank you.

Departmental Purchasing.

CC: Bid File

Richard Morales, F.M.U.G.

Barbara Taylor, F.M.U.G.

Julio Gonzalez, P.S.D.

RETURN BID IN A SEALED  
ENVELOPE to  
**Los Angeles World Airports**  
**Procurement Services Division**  
**Attention: Bid # 116-069**  
**7301 World Way West, 4<sup>th</sup> floor**  
**Los Angeles, CA 90045**

CITY OF LOS ANGELES  
LOS ANGELES WORLD AIRPORTS (LAWA)

**REQUEST FOR BID (RFB) # 116-069**  
(Show this number on envelope)

If you are delivering the bid in person you must allow adequate time to check in at the front desk (valid government issued picture ID is required) and take an elevator to the 4th floor of our building at 7301 World Way West. Bids delivered after the bid closing time will not be opened.

Procurement Analyst: Julio Gonzalez  
E-mail address: [jgonzalez@lawa.org](mailto:jgonzalez@lawa.org)  
Telephone No: 424-646-7392  
Fax No. 424-646-9274

Quotation must be delivered prior to:  
**2:00 PM Thursday December 1, 2016**

**THIS IS NOT AN ORDER**

Bids are requested by the City of Los Angeles, Los Angeles World Airports (LAWA), for furnishing the City as may be requested during a period of five (5) years from the date of award of the contract or Notice to Proceed, if any, for the:

**PURCHASE AND DELIVERY OF ASPHALT MIXES AT LAX AND VNY**

in compliance with the bid provisions and, (EXHIBIT "A" SPECIFICATIONS) as well as (EXHIBIT "B" BID VERIFICATION WORKSHEET BOTH HERE ATTACHED).

**BID VERIFICATION WORKSHEET BIDDER'S RESPONSIBILITY:**

The bidder must carefully examine the terms of the RFB, attachments, required forms, and any addenda, and evaluate all of the circumstances and conditions affecting its bid response at its own expense. LAWA is not liable for any cost associated with the development, preparation, transmittal, or presentation of any bid or material submitted. **This bid must be signed (see page 10 of 10).**

**BIDDER'S CONFERENCE**

Prospective bidders are invited to a bidders' conference at 11:00 a.m. on Thursday November 10, 2016 at the Procurement Services Division office,  
7301 World Way West, 4<sup>th</sup> Floor, Los Angeles, CA 90045 (see attached map).

Bidders shall bring a copy of the RFB (downloadable from [www.labavn.org](http://www.labavn.org)) and two business cards. Additional information regarding the bidder's conference may be obtained from the Procurement Analyst, Julio Gonzalez, at telephone number **424-646-7392**, or by e-mail at [jgonzalez@lawa.org](mailto:jgonzalez@lawa.org). Department personnel will be available to answer questions related to this project.

Sign Language Interpreters, assistive listening devices, or other auxiliary aids and/or services may be provided upon request. To ensure availability, you are advised to make your request at least 72 hours prior to the meeting you wish to attend. For additional information, please contact: LAWA ADA Coordinator at (424) 337-5005.

**DIRECTIONS TO THE PROCUREMENT SERVICES DIVISION:**

Los Angeles World Airports - 7301 World Way West, 4<sup>th</sup> floor, Los Angeles, 90045  
405 (South) or (North) to 105 (West)  
105 (West) to the end (Imperial Highway)  
Imperial Highway (West) approx. 3 signal lights to Pershing Drive  
At Pershing Drive, turn RIGHT  
At World Way West (North), turn RIGHT  
Proceed eastbound to the third signal light at Administration Road, turn LEFT into the parking lot

DO NOT park in the Assigned Spaces in front or side of the building  
The Procurement Services Division is on the 4<sup>th</sup> floor (7301) of the 10 story high rise building  
Note: Ample parking is also available across the street.

**FIXED PRICE(S):**

The bid is requested in the form of a fixed unit price for the items listed below or on the attached bid prices verification work sheet. Bidder must state the unit bid price(s) in the bid prices verification work sheet. Unless specifications or bid provisions state otherwise, the fixed unit price is to remain unchanged for one (1) year from the date of award of the contract.

**BID PRICES VERIFICATION WORKSHEET: (SEE EXHIBIT "B" BID VERIFICATION WORKSHEET)**

This worksheet is for the purpose of establishing prices and comparing bids. Enter your bid prices on the attached worksheet.

**NOTE:** Failure to complete this worksheet may nullify the bid.

State here your Bid Total as computed in the Exhibit "B" Worksheet: \$ 1,688,185.00 Mh.

**PRICE ADJUSTMENT:** Price adjustments may be requested after the first year and must be documented in writing by providing evidence of the corresponding increase(s) in contractor's cost(s) in the form of a copy of supplier invoice(s), commodity index(s) or charts, prevailing wage determinations, etc. and approved by the Procurement Services Division. Contractors must refer to the contract number when submitting its written request for a price increase to Procurement Services Division, at 7301 World Way West, 4<sup>th</sup> floor, Los Angeles, CA 90045.

Price increases are not guaranteed and no price increase will be granted without prior approval of the Procurement Services Division. Price reduction may be issued at any time.

**AWARD OF CONTRACT:**

Award of the contract will be made after investigation of the responsibility of the low bidder. The bid will be awarded to the lowest responsive and responsible bidder meeting the requirements of the specification.

**ADDITION OF PRODUCTS OR SERVICES TO CONTRACT:**

Should LAWA have a need for an item, product, brand, commodity or service or a combination of the same, that could not be anticipated at the time of drafting the specification or scope of work for the bid, but is related to the performance of the contract, bidder/contractor understands and agrees to source the item, product, commodity or research the cost of the service in question and submit in writing a fixed price quotation including labor and freight, to the LAWA contract manager.

LAWA reserves the right to accept the offer, reject the offer and obtain the item, product, brand, commodity or service or a combination of the same by other means. Accepted contractor offer including background documentation will become part of the contract. Price adjustment provision in the bid shall apply to any item, product, brand, commodity or service or a combination of the same added to the contract.

**BID:**

The bid must be made on the bid form provided and shall not be reprinted, stapled or bound. Bidders must return ALL pages of the bid and the Administrative Requirements. The bid must state the amounts for which the bidder proposes to supply all material and perform all work required by the specifications and worksheet. All blank spaces in the bid must be properly filled in, and the phraseology must not be changed. Any space left blank, any unauthorized addition, condition, limitation, modification, or provision attached to the bid may render it non-responsive and may cause its rejection. Alterations by erasure or interlineation must be explained or noted on the bid over the signature of the bidder. No bid received after the due date and time will be considered.

Bidders must acknowledge receipt of all addenda in the space provided below:

Signature: [Signature] Signature: [Signature]  
Addendum 1 (if issued) Addendum 2 (if issued)

Signature: [Signature] Addendum 3 (if issued)  
Signature: [Signature] Addendum 4 (if issued)  
Signature: N/A Addendum 5 (if issued)  
Signature: N/A Addendum 6 (if issued)

**COMMUNICATION WITH LAWA:**

Any communication regarding this Request for Bid must be addressed by e-mail to Procurement Analyst, Julio Gonzalez, at [jgonzalez@lawa.org](mailto:jgonzalez@lawa.org).

**COOPERATIVE ARRANGEMENTS (Piggybacks):**

From time to time, other City of Los Angeles Departments and/or other governmental agencies outside the City may want to make purchases using the price(s), terms and conditions of any contract resulting from this bid. State below whether you will allow such purchases:

State below if option is granted for the use of resulting contract by "other governmental agencies":

☒ Yes ☐ No Initials SM Firm Name: Sully-Miller Contracting Co.  
DBA Blue Diamond Materials

**RIGHT TO REJECT BIDS:**

LAWA reserves the right to reject any and all bids and waive any informality in such bids when to do so would be to the advantage of the City.

After the bids have been opened and declared, no bid shall be withdrawn except with the consent of LAWA, but the same shall be subject to acceptance by LAWA for a period of three (3) months.

LAWA reserves the right to reject the bid of any bidder who has previously failed to timely and satisfactorily perform any contract with the City.

**SPECIFICATION CHANGES:**

If provisions of the Detailed Specifications preclude bidder from submitting bid, the bidder may request in writing that the specifications be modified. Such request must be received by the LAX Procurement Services Division at least five (5) working days before bid opening/due date. All bidders will be notified by Addendum of any approved changes in the specifications.

**TABULATION OF BID RESULTS:**

Procurement Services Division will make every effort to tabulate and post the bid results within seven (7) business days from the bid due date. Bid results shall be made available for public inspection at:

Procurement Services Division, 7301 World Way West, 4<sup>th</sup> floor, Los Angeles, CA 90045.

**Bid results will not be communicated over the telephone or by fax.**

Bidders wishing to obtain bid results may either:

1. Attend the public bid opening, or
2. Submit a written request with the bid response referencing the bid number and a self-addressed stamped envelope, or
3. Select the web site [www.labavn.org](http://www.labavn.org).

**Note: You must login to [www.labavn.org](http://www.labavn.org) to open the bid recap document.**

If this is your first visit, select "Register" at the top of the [www.labavn.org](http://www.labavn.org) screen and complete the requested information. When your registration is complete, you will receive an e-mail with your login information.

**To view the bid results (recap):**

- Type [www.labavn.org](http://www.labavn.org) in your web browser and press "Enter"
- Select "Login" at the top of the screen and follow the instructions
- Select "Search" at the top of the screen
- Select "Department" and select "Airports, Los Angeles World"
- Select "Status" and select "Closed"
- Select "Type" and select "Request for Bid"

**If you know the bid number:**

- o Select "Keyword" and enter the bid number in the format 116-XXX for formal bids or L1004XXXXXX for letter bids (also known as fax or e-mail bids)
- o Select the "Search" button at the bottom of the page
- o Select the bid and a summary page will open
- o At the bottom of the page, select "Bid Recap"

**If you don't know the bid number:**

- o Select the "Search" button at the bottom of the page
- o A list of all closed bids issued by Los Angeles World Airports will be displayed with the most current bids on top.
- o Select the bid that you are interested in and a summary page will open
- o At the bottom of the page, select "Bid Recap"

**SALES TAX:**

Do not include sales tax in your Bid. Sales Tax will be added at time of order.

**ESTIMATED EXPENDITURE**

Total expenditures under this contract are estimated to be **\$ 3,000,000 (annually)**. No guarantee can be given that this total will be reached or that it will not be exceeded. Contractor agrees to furnish more or less at the unit prices quoted in accordance with actual requirements throughout the contract period.

**ESTIMATED QUANTITIES:**

The quantities stated herein are estimates only of LAWA's requirements. No guarantee can be given that this total will be reached or that it will not be exceeded. Contractor agrees to furnish more or less than the estimates in accordance with actual needs as they occur throughout the contract period at the unit price(s) quoted.

**DEFECTIVE PARTS/MATERIALS/EQUIPMENT:**

The successful bidder (supplier) agrees to replace any and all defective parts/materials/equipment supplied under the contract to be awarded, at no cost to LAWA.

**HAZARDOUS SUBSTANCES:**

This specification includes products which may contain hazardous substances shown on the list prepared by the Director of Industrial Relations of the State of California pursuant to California Labor Code Sections 6380-6396. A Material Safety Data Sheet (MSDS) prepared in compliance with Title 8, California Administration Code, Section 5194, shall accompany this bid.

If any of the ingredients of the product is a carcinogen as shown on the most current list prepared by the International Agency for Research on Cancer (IARC) bidder shall separately identify such ingredients as a carcinogen. Bidder is advised that the product will not be accepted unless (1) the product may be used safely and (2) no acceptable non-carcinogenic substitute is available.

A copy of the MSDS shall accompany each shipment of the product to a LAWA facility. The product shall be delivered in containers labeled with a common chemical name of the product and the common or technical name of each of the chemical ingredients of the product, together with a statement of precautions to be taken in the use of the product.



**SAFETY CODE:**

Any equipment or material furnished shall conform with the current SAFETY CODE of the California Division of Industrial Safety and all OSHA requirements in effect at time of award of contract. Any required certification necessary to place equipment into service shall be the responsibility of the Contractor. A copy of the certification shall be delivered with the equipment.

**SAFETY REQUIREMENT:**

Supplier agrees to comply with the provisions of the Occupational Safety and Health Act of 1970 and the standards and regulations issued thereunder and certifies that all items furnished under this order will conform to and comply with said standards and regulations. Supplier further agrees to indemnify and hold LAWA harmless for all damages (including, but not limited to, all legal costs and attorney's fees) assessed against LAWA as a result of Supplier's failure to comply with the Act and the standards issued thereunder and for the failure of the items furnished to so comply.

**TESTS:**

Representative samples may be taken from each delivery and tested for compliance with specifications. Testing costs will be paid by LAWA for samples that comply. If samples do not comply with requirements, the expense of testing will be charged to the vendor and delivery will be rejected. The vendor will be required to pick up the rejected material as soon as possible.

**OPTION FOR AUTHORIZATION FOR ADDITIONAL WORK/ITEMS:**

Los Angeles World Airports' personnel may authorize and approve any additional work to be performed over and beyond the scope of this contract. Los Angeles World Airport will decide whether successful bidder or maintenance personnel shall perform additional work. Also, during the course of this contract, successful bidder may be called upon to provide parts and materials above and beyond the stated specifications but with the same rates and terms as stated in this contract.

State whether you will grant to the Los Angeles World Airport the option to provide additional work or materials and parts under \$1,000.00 per order.

☒ Option Granted      ☐ Option Not Granted

**ALTERNATIVE FUEL VEHICLE REQUIREMENT PROGRAM**

"Contractor shall comply with the provisions of the Alternative Fuel Vehicle Requirement Program adopted by the Board pursuant to Resolution No. 22554 and the LAWA Rules and Regulations promulgated thereunder. The rules, regulations and requirements of the Alternative Fuel Vehicle Requirement Program are attached.



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Document

**CARE AND CUSTODY:**

The contractor accepts full responsibility for the security against loss or damage to the equipment involved while in his/her possession or the possession of any of his/her agents. Contractor shall reimburse the City for any loss or damage to City equipment in his/her or his/her agents care or custody.

**PUBLIC CONVENIENCE AND SAFETY:**

The successful bidder shall conduct all operations in a manner that will cause no interference with airplane traffic or normal operation of the Airport. In all operations the successful bidder shall be governed by the regulations and rules of LAWA and shall cooperate fully with the authorized LAWA employee (name) or his/her designated representative.

**PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS:**

The successful bidder shall conduct the operations in a manner that avoids injury or damage to adjacent property and improvements. Buildings, trees, shrubbery, pole lines, fences, guard rails, guide posts, culvert and project markers, signs, structures, and other objects on or adjacent to the worksite, that are not designated for removal, shall be protected from injury or damage. When ordered by the authorized LAWA employee, the successful bidder shall provide and install suitable safeguards to protect any object from injury or damage.

The successful bidder shall protect existing pavement and pavement edges against damage or marking from equipment. Areas and routes used by the successful bidder or subcontractors shall be restored to their original condition by the successful bidder before final acceptance of the work.

The fact that any improvement or facility is not indicated in the specifications shall not relieve the Successful Bidder of the responsibility to ascertain the existence of any structure that may be subject to damage by its operations. The successful bidder shall pay for and/or satisfactorily repair damage to any object which may be damaged as a result of the operations or negligence of the successful bidder or subcontractors. If it becomes necessary for LAWA to repair such damage, the successful bidder shall be billed for and shall pay the actual cost to LAWA, for labor and materials plus fifteen percent (15%) administrative costs.

#### **OPERATION OF VEHICLES:**

No personal cars will be permitted in the restricted area of the Airport. Employees' personal vehicles shall be parked in public lots, or off LAWA property. LAWA shall not be responsible for damages, fees or time lost travelling to the airport incurred by employees.

Each vehicle unit or equipment that travels or operates on any part of the airport shall have an approved decal or company name applied to both sides of the vehicle in a location opposite the driver's seat. For vehicles having front doors, the identification should be applied to the front door panels. Magnetic or temporary signs are acceptable if they meet the size and description requirements. The name of the company should be spelled out in letters no less than 1-1/4" high. Use of logos or symbols in lieu of letters is subject to approval by the Airport Manager. Each vehicle or unit of equipment that travels or operates in any restricted area of the Airport shall be equipped with a checkered flag mounted firmly on the vehicle.

Each vehicle or piece of equipment anywhere on the Airport that extends higher than 25 feet above ground shall be equipped with a checkered flag mounted firmly on the highest part of the vehicle, and shall be obstruction lighted per FAA Advisory Circular 70/7460-1 when the visibility is less than three (3) miles. This flag shall not be less than three (3) feet square consisting of five (5) 1-foot squares of international orange color and four (4) 1-foot squares of white color.

Except as otherwise directed or approved by the Airport Manager, only operators with current restricted area driving passes issued by the Airfield Operations Bureau will be permitted to operate vehicles in restricted airfield areas. When an operator does not have a current pass, the operator must be escorted by a vehicle driven by an authorized driver.

The maximum vehicular speed allowed at various locations will be established by the Airport Manager. Vehicles shall not exceed a speed of ten (10) miles per hour on any apron or ramp, or 20 miles per hour on the airfield or any service road, or the posted speed limit of any street. Vehicles shall be under safe control at all times, weather and traffic conditions being considered. No vehicle shall at any time be permitted to interfere with or endanger aircraft traffic.

#### **SECURITY AREAS/SECURITY IDENTIFICATION:**

Contractor may be required to perform work in areas that are in "secure or sterile areas" of the airport and not open to the general public. In such cases where the Contractor is required to work in these locations, it will be the responsibility of the Contractor to complete additional enrollment into the badge program and each employee is required to clear a background investigation and identity check. Please note that these additional requirements may increase the timeline and must be completed before work can be performed in those secure/sterile areas. For questions related to security badge requirements; for LAX and Van Nuys call (424) 646-5500.

**Note:** Even though this requirement will allow Contractors to access secure areas, the requirement for notification of the Project Manager or his/her designee is not waived.

#### **TERMINATION OF CONTRACT:**

##### **FOR CONVENIENCE:**

LAWA may terminate this Contract without cause and without liability for damages, upon giving the Contractor a thirty (30) day advance written notice or as otherwise provided herein.

**FOR CAUSE:**

LAWA may terminate this Contract for cause and without liability for damages as follows:

- A. In the event Contractor fails to abide by the terms, covenants and conditions of this Contract, LAWA shall give Contractor written notice to correct the defect or default and, if the same is not corrected, or substantial steps are not taken toward accomplishing such correction, within ten (10) days after LAWA's mailing such notification, LAWA may terminate this Contract forthwith upon giving Contractor a ten (10) day written notice. LAWA shall be the sole judge of the Contractor's contract performance.
- B. Unscrupulous or illegal conduct by the Contractor or its agents(s) affecting LAWA shall be grounds for immediate and unconditional termination of the contract, with or without further notice. LAWA shall be the sole judge of the Contractor's conduct and the effect of that conduct on LAWA.

Upon notice (written or otherwise) to the Contractor of LAWA's decision to terminate the contract, the Contractor shall be responsible to immediately and forthwith surrender to LAWA, all LAWA property, including items of authority (badges, permits, etc., issued by LAWA) that are in the possession, custody, and care of the Contractor and/or its agent(s).

**CONTRACTOR'S GUARANTEE:**

Neither the final acceptance nor the final payment, nor any provision in the contract documents shall relieve the contractor of responsibility for faulty material or quality of work. The Project Manager shall give notice of observed defects to the contractor with reasonable promptness. The contractor shall remedy the defects and pay for any damage to other work resulting therefrom which appears within one (1) year after final acceptance.

**CONTRACTOR'S PROBLEM LOG:**

If services and/or delivery fall below an acceptable level, as determined by the Project Manager or his/her designated representative, the Project Manager shall notify the contractor in writing of the problems. This notification shall be in the form of a "Notice to Correct Unacceptable Service." The contractor shall respond in writing to the Project Manager, indicating what steps are being taken to correct the unacceptable service. If the unacceptable service is not corrected after the contractor receives the "Notice to Correct Unacceptable Service," payment may be withheld by LAWA until corrections are made.

If unacceptable service continues after the contractor receives the "Notice to Correct Unacceptable Service" or if the contractor receives three or more such notices, LAWA may terminate the contract as set forth in the Termination section of this Bid.

**REFERENCES:**

Bidders are required to **PRINT** below a list of companies/agencies for which they have performed similar work/services and/or supplied goods/equipment under similar conditions as required in this bid, including name of contact person, telephone number/email address, address, date/description of project:

	1	2	3	4
Company Name	CITY OF LONG BEACH STREET	COUNTY OF LOS ANGELES ISO	CITY OF TORRANCE PUBLIC WORKS	LONG BEACH WATER DEPT.
Address	333 W. OCEAN BLVD. 7TH FLOOR LONG BEACH, 90801	1100 N. EASTERN AVE. LOS ANGELES CA. 90063	3031 TORRANCE BLVD. TORRANCE CA. 90503	1500 E. WILLOW RD. LONG BEACH CA 90801
Phone Number	(562) 570-5384	(323) 267-2297	(310) 615-5820	(562) 570-2393

Email Address		PERNICA LTD. LACOUNTY - GOW		RACHEL DAVIS @LBUNITED.CPG
Contact Person	BYRON LENDRE (BLUEFORD)	PETER GENON PURCHASE CONTRACTS	PUREKING MISC FELICE GREENBERG	RACHEL DAVIS ADM. ANALYST
Project Date	7-22-16 TO 7-22-17	11-1-14 TO 10-3-17	10-18-15 TO 10-17-20	3-28-16 TO 3-27-17
Project Description	FURNISHING HOT MIX & COLD MIX ASPHALT	HOT MIX ASPHALT SUPPLY - SURFING SERVICE AREAS	ASPHALT CONCRETE EMULSION - SYRS	TEMP. ASPHALT CONCRETE COLD MIX

**LOCAL BUSINESS PREFERENCE PROGRAM (LBPP)** Companies certified as a Local Business Enterprise (LBE) with the City of Los Angeles are eligible to receive an 8% preference (for Local Prime contractors), or up to a 5% preference (for Local Subcontractors) on LAWA contracts in excess of \$150,000. Please see the attached LBPP document for the program rules.

In order to be given the bid preference as a certified LBE, your **Local Business Certification – Affidavit of Eligibility** must be uploaded to LABAVN and approved by the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance and listed on LABAVN as such *prior* to the bid due date in order to participate in the LBPP.

Note: For the purpose of this RFB, the Harbor LBE certification is not applicable.

Certification as an LBE is valid for two years from the date of approval. Applicant firms must be re-certified on a bi-annual basis with the Office of Contract Compliance. For questions concerning the Local Business Preference Program, contact the Office of Contract Compliance at (213) 847-2684.

If you are a certified LBE by the City of Los Angeles you must indicate your BAVN Company ID Number here: 61090 PENDING

**DELIVERY COSTS:**

Prices quoted shall include all delivery and unloading charges to LAWA at:

7409 World Way West, Los Angeles, Ca. 90045

16813 Stagg Street, Van Nuys, Ca. 91406

**DELIVERY TIME:** (See Exhibit "B" SERVICE DESCRIPTION - III. Freight Costs line items 19 thru 22)

**GENERAL CONDITIONS:**

The request for bid is subject to the attached "General Conditions"

**INVOICE INSTRUCTIONS:**

The request for bid is subject to the attached "Invoice Instructions".



**LOCAL BUSINESS CERTIFICATION  
AFFIDAVIT OF ELIGIBILITY**

Name of Firm Sully-Miller Contracting Company BAVN Company ID Number 61090

Business Address 135 S. State College Blvd., Ste. 400

City, State, Zip Code Brea, Ca 92821

Telephone Number 714/578-9600 Fax Number 714/578-9672 E-mail Address estimating@sully-miller.com

I declare that Sully-Miller Contracting Company (Firm's Name)

1. Occupies work space within Los Angeles County, and can submit proof of occupancy to the City of Los Angeles by supplying evidence of a lease, deed or other sufficient evidence demonstrating that it is located within Los Angeles County.
2. Is in compliance with all applicable laws relating to licensing and is not delinquent on any City of Los Angeles or Los Angeles County taxes.
3. Can demonstrate compliance to one of the following (Check all that apply):
  - ☒ a. at least 50 of its full-time employees perform work within the boundaries of the Los Angeles County at least 60 percent of their total regular hours worked on an annual basis; or
  - ☐ b. at least half of its full-time employees work within the boundaries of the Los Angeles County at a minimum of 60 percent of their total regular hours worked on annual basis; or
  - ☐ c. is headquartered in Los Angeles County. "Headquartered" means that the business physically conducts and manages all of its operations from a location in the County.

I declare under penalty of perjury that the foregoing is true and correct.<sup>1</sup>

SIGNATURE [Signature]

Title Vice President

Printed Name Dennis Gansen

Date December 8, 2016

Certified Local Businesses are eligible to receive an 8% preference (for Local Prime contractors), or up to a 5% preference (for Local Subcontractors) on City contracts in excess of \$150,000. Preferences awarded for services shall be applied only if the services are provided directly by the Local Business or Local Subcontractor using employees whose exclusive, primary working location is in Los Angeles County. Preferences awarded for equipment, goods or materials shall be applied only if the Local Business or the Local Subcontractor substantially acts as the supplier or dealer, or substantially designs, manufactures or assembles the equipment, goods or materials at a business location in Los Angeles County. The maximum bid or proposal preference shall not exceed One Million Dollars (\$1,000,000) for any Bid or Proposal.

To remain certified and be given the preference, firms must continue to meet the City's Local Business Preference Ordinance #181910 certification criteria and complete an Affidavit of Eligibility every five (5) years. We continue to reserve the right to re-evaluate your certification eligibility anytime it is deemed necessary.

<sup>1</sup> Knowingly and willfully providing false information is a violation of the City Ordinance #181910 and could subject you to fines, contract termination or debarment from transacting business with the City. Business owners claiming eligibility to the Local Business Preference Program criteria must sign this affidavit.

**Note:** LAWA Accounts Payable offers the optional service of electronic payment via Automated Clearing House (ACH). To request this service, complete the attached Vendor Set Up Request Form for Automated Clearing House (ACH) and **submit form with the required documentation to the address or email stated on the form.**



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Document

**ADMINISTRATIVE REQUIREMENTS:**

The attached Administrative Requirements, General Conditions and Invoice Instructions apply to this Bid. Failure by the bidder to retrieve, read, fill out, comply with and return the Administrative Requirements with the bid response, may render the bid non-responsive.

**"NO BID" RESPONSES:** If you are not submitting a bid for the attached items/project, do take a moment to tell us about your decision. LAWA is interested to hear from companies that decide not to bid.

You can download the "No Bid" form from the [www.labavn.org](http://www.labavn.org) website, complete form and return via e-mail or fax (see page 1) to the Procurement Analyst. "No bid" responses are due on or before the due date and specified time.

**Note:** If you do not provide the material/service requested in this RFB, you need not respond.

**THE BID MUST BE SIGNED:**

If the bid is made by an individual, it must be signed with the full name of the bidder, whose address must be given; if it is made by a partnership, it must be signed in the partnership name by a member of the firm, and the name and address of each member must be given; and if it is made by a corporation, it must be signed by **two authorized corporate officers.**

*Bidder understands and agrees that the Company's name submitted below must be the same as the name appearing on the Business Tax Registration Certificate (BTRC) or Vendor Registration Number (VRN) issued by the City of Los Angeles, the Invoice(s) and on the insurance documents submitted to the Los Angeles World Airports (LAWA) if applicable.*

*Bidder further understands and agrees that by signing the bid below they agree to comply with all applicable Administrative Requirements, including but not limited to Declaration of Non-Collusion, Assignment of Anti-Trust Claims, General Conditions and Invoice Instructions, as detailed in the attached Administrative Requirements.*

The undersigned hereby agrees to furnish and deliver the following goods or services in accordance with the conditions, prices, terms and conditions quoted herein:

**Sully-Miller Contracting Co.**

**DBA Blue Diamond Materials**

Company's Name: \_\_\_\_\_  
(Print)

Corporation ☒ LLC Corporation ☐ S Corporation ☐ Sole proprietor ☐ Partnership ☐

Street Address: **135 S. STATE COURSE** City: **AREA** State: **CA** Zip Code: **92821**

Bid 116-069 Purchase of Asphalt Mixes for LAX and VNY  
RX 10041679

Telephone No: 714 - 449 - 2288 Fax No: 714 - 449 - 2295 E-mail Address: SCOTT.BOTTOMLEY@SALLY-MILLER.COM

Name and Title(s): SCOTT W. BOTTOMLEY VP, GEN MGR  
(Print)

Signature: [Signature]

Second Name and Title(s) (If Corporation): William Boyd, VP-Operations  
(Print)

Second Signature (If Corporation): W.J.T. Boyd  
(Print)

*Note: If one person has multiple officer positions that person may sign once and list the different officer provisions.*

Contact Person (if different from above): "SEE ABOVE" Contact Phone: 714-449-2288  
(Print)

**PAYMENT TERMS:** Payment terms are Net 30 days, unless bidder grants the LAWA a discount in the blank space after "Payment Terms" in the space below. Percentage discounts offered for payment 25 days or more will be considered by the City when evaluating bids. LAWA will deduct that percentage from your bid total. Discounts offered for payment less than 25 days will not be deducted from your bid total.

Payment Terms: NET % 30 days (minimum 25 days for net bid award consideration).

**Exhibit "A"**

**Revised 11-30-16**

**ASPHALT CONCRETE MIXES  
SPECIFICATIONS**

1. All asphalt concrete mixes must comply with the subsection 203-6 of the most recent edition of the Green book Standard Specifications for Public Works Construction (SSPWC) for the class specified. Other sections of the SSPWC as referenced in 203-5 shall apply, including all referenced requirements for aggregates, mineral filler and asphalt cement.
2. References to contractor shall be synonymous with bidder, vendor, owner and operator, and shall mean the company that is responsible for the manufacturing and delivery of asphalt concrete mixes.
3. Asphalt concrete plants must be owned and operated by contractor.
4. The estimated usage of mixes is 30,000 tons annually.
5. Most asphalt concrete mixes will be PG70-10 and PG64-10 paving grade asphalt unless otherwise specified such as P401 mix as attached. The Los Angeles World Airports (LAWA), Maintenance Services Division (MSD) requires quotation and delivery of all other grades listed in the Interactive Worksheet as well as delivery schedules after regular business hours, on Saturday, Sunday and observed holidays. Contractor agrees to submit a written quotation subject to the approval by the LAWA Maintenance Services, Airports Maintenance Superintendent, or their designee, should additional or special grades of asphalt concrete mixes be required.
6. Most deliveries of asphalt mixes by the contractor will be directly to the work site at LAX & Van Nuys Airports. LAWA Maintenance Services may pick up some mixes at the plant with its own trucks. Asphalt deliveries by contractor and pick up location for City trucks must be within a ten (10) mile radius of LAX Airport and a thirty (30) mile radius of VNY Airport.
7. Contractor will supply asphalt material at the required application temperature (defined as 250 to 275 degrees as tested/determined by LAWA Maintenance Services representative upon will call and delivery. LAWA Maintenance Services Section reserves the right to refuse/return, at the contractor's expense, asphalt that does not meet the required application temperature.
8. All Asphalt Cement for Asphalt Concrete Mixes must be "Paving Grade" PG-64-10 unless otherwise specified.
9. Mixes specified for use on Taxiway or Airfield projects shall be designated as either, "Airfield" or "P401" for the maximum aggregate size specified.
10. Mixes designated as "P401", shall conform to sections 401-1.1 through 401-3.2 of Specification section 34 – Plant Mix Bituminous Pavements – Surface Course, (FAA P-401), attached.
11. Mixes designated as "Airfield" shall conform to the requirements set forth in No. 1 above, with the following modifications:
  - a. Mixes shall be "Virgin Mixes". RAP is not acceptable.
  - b. Asphalt cement shall be grade PG 70-10 or PG 76-22M with 48 hour advance notice.
  - c. At least 70% of the coarse aggregate shall have two fractured faces; at least 85% of the coarse aggregate shall have one fractured face.
  - d. Loss after 500 revolutions per ASTM C131 shall be no more than 40%.



12. RAP (Recycled Asphalt Product) may be used for all projects except airfield or P401.

13. The contractor will be responsible for sampling and testing the asphalt concrete according to the following:

- a. Samples of either the asphalt concrete or the aggregate hot-bins shall be secured. A sample shall represent each day's production or for every 800 tons in any single production day. Should each day's production be represented by different mixtures, where possible, a sample of each material type shall be secured. Samples will be tested for gradation or gradation and bitumen content where appropriate. All sampling and testing shall be in accordance to the current edition of Standard Specifications for Public Works Construction (Green Book). Test results shall show the date, approximate time, and material type represented by each sample. The contractor shall provide a copy of the results within 10 days of the project.

14. The award of contract will be determined by the following factors:

**100% of the Bid Weighted on: I. Material Costs, II. Freight Costs, III. Standing/Working Time Costs**

15. Asphalt concrete pricing will be based on the California Statewide Crude Oil Price Index. Compensation adjustments for price index fluctuations, which occur during the contract period, may increase or decrease for paving asphalt price fluctuations exceeding 5 percent.

Contractor shall provide the credit or adjustment for compensation by the 10<sup>th</sup> of each month on the total tonnage of asphalt ordered/delivered in the previous month.

The adjustment in compensation will be determined in conformance with the following formula:

#### **9-1.07C Payment Adjustments**

The Engineer includes payment adjustments for price index fluctuations in progress estimates. If material containing asphalt is placed within 2 months during 1 estimate period, the Engineer calculates 2 separate adjustments. Each adjustment is calculated using the price index for the month in which the quantity of material containing asphalt subject to adjustment is placed in the work. The sum of the 2 adjustments is used for increasing or decreasing payment in the progress estimate.

The Engineer calculates each payment adjustment using the following formula:

$$PA = Qt \times A$$

where: PA = payment adjustment in dollars for asphalt contained in materials placed in the work for a given month

Qt = sum of all quantities of asphalt ( $Qh + Qrh + Qmh + Qrap + Qtc + Qe + Qss + Qmab + Qo$ )  
A = adjustment in dollars per ton of asphalt used to produce materials placed in the work rounded to the nearest \$0.01

Where:

$A = [(Lu/lb) - 1.05] \times lb \times [1 + (T/100)]$  for an increase in the crude oil price index exceeding 5 percent

$A = [(Lu/lb) - 0.95] \times lb \times [1 + (T/100)]$  for a decrease in the crude oil price index exceeding 5 percent

and:

Lu = California statewide crude oil price index for the month in which the quantity of asphalt subject to adjustment was placed in the work

$Ib$  = California statewide crude oil price index for the month in which the bid opening for the project occurred

$T$  = Sales and use tax rate expressed as a percent currently in effect in the tax jurisdiction where the material is placed. If the tax rate information is not submitted timely, the statewide sales and use tax rate is used in the payment adjustment calculations until the tax rate information is submitted.

The adjustment in compensation will also be subject to the following:

- A. The compensation adjustments provided herein will be invoiced/credited separately. The Contractor shall be liable to LAWA for decreased compensation adjustments and LAWA may deduct the amount thereof from monies due or that may become due the Contractor.

- 16. Contractor must submit mix designs for all asphalt listed within these specifications within five (5) business days upon request from LAWA. Failure to submit mix designs may disqualify the Contractor's bid. Design mix must specify the amount of Asphalt Treated Permeable Base (ATPB) mix; the percentage of liquid asphalt in the ATPB; the amount of dense graded Asphalt Concrete (AC); and, the percentage of liquid asphalt in the AC mix.

**CITY OF LOS ANGELES**  
**LOS ANGELES WORLD AIRPORTS**  
BID VERIFICATION WORKSHEET

**EXHIBIT "B"**

**Bid 116-069**

**Vendor's name here: Sully-Miller Contracting Company DBA Blue Diamond Materials**

**(REVISED 12-8-16)**

1. This is a computer generated worksheet and must be completed on a computer. Vendor must complete all fields highlighted/bordered in blue.
2. Shaded fields automatically perform calculations, are preset, and are locked. Use the "Tab" key to move to the next cell. Entering price by hand or typing is **NOT** recommended as additional staff time and cost will be required by our agency to verify the accuracy of entries made.
3. Use this Excel work sheet on the website: [www.labavn.org](http://www.labavn.org). Complete your worksheet, save it, print it and submit it with your bid response. Do not email.

Item #	Material Costs	CSCOPI		
<b>I.</b>	<b>California Statewide Crude Oil Price Index (CSCOPI)</b>	<b>Month/Yr</b>	<b>Price Index</b>	
1.	Material pricing based on the following CSCOPI in effect on:	12/2016	\$ 233.10	
	Material Description	Estimated Tonnage/year	Bid Price per Ton	Extended Price
<b>II.</b>	<b>Designation of Rock Size and Gradation (1/2" = All C, C1, C2) (3/4" = All B) (3/8" = All D, D2, E)</b>			
2.	1/2" Asphalt Mixes (PG70-10)	1000	\$54.00	\$54,000.00
3.	1/2" Asphalt Mixes (PG64-10)	1000	\$54.00	\$54,000.00
4.	1/2" Asphalt Mixes PG 70-10 (P-401) (Airfield)	1000	\$62.00	\$62,000.00
5.	1/2" Asphalt Mixes PG 76-22 M (P-401) (Airfield)	1000	\$70.00	\$70,000.00
6.	3/4" Asphalt Mixes PG 70-10 (P-401) (Airfield)	5000	\$62.00	\$310,000.00
7.	3/4" Asphalt Mixes PG 76-22 M (P-401) (Airfield)	1000	\$70.00	\$70,000.00
8.	1" Asphalt Mixes PG 70-10 (P-401) (Airfield)	1000	\$62.00	\$62,000.00
9.	1" Asphalt Mixes PG 76-22 M (P-401) (Airfield)	1000	\$70.00	\$70,000.00
10.	3/4" Asphalt Mixes (PG70-10)	5000	\$52.00	\$260,000.00
11.	3/4" Asphalt Mixes (PG64-10)	1000	\$52.00	\$52,000.00
12.	3/8" Asphalt Mixes (PG70-10)	5000	\$55.00	\$275,000.00
13.	3/8" Asphalt Mixes (PG64-10)	1000	\$55.00	\$55,000.00
14.	School Mixes (PG70-10)	1000	\$57.00	\$57,000.00

## Asphalt Concrete Mixes LAX and VNY

15.	Cold Mixes	1000	\$66.00	\$66,000.00
16.	Porous Asphalt Mixes	1000	\$69.00	\$69,000.00
17.	Warm Mix Asphalt	1000	\$54.00	\$54,000.00
18.	<b>INSERT TOTALS FROM THIS PAGE TWO OF BID</b>		<b>Total for Material Costs (Item #2 through Item #17)</b>	
				\$1,640,000.00
	<b>SERVICE DESCRIPTION</b>		<b>Bid Price</b>	<b>Extended Price</b>
<b>III.</b>	<b>Freight Costs</b>	<b>Tons</b>	<b>Freight Cost per Ton by: 10-Wheeler Truck or Truck &amp; Trailer</b>	
19.	<b>Plant A.</b> State freight cost per ton for delivery to LA International Airport (LAX) locations, with thirty (30) minute free unloading time for each load. Freight charge must not exceed the rates quoted whether delivered by 10-wheeler trucks or truck and trailer combination.	500	\$3.99	\$1,995.00
20.	<b>Plant B.</b> State freight cost per ton for delivery to LA International Airport (LAX) locations, with thirty (30) minute free unloading time for each load. Freight charge must not exceed the rates quoted whether delivered by 10-wheeler trucks or truck and trailer combination.	500	\$9.42	\$4,710.00
21.	<b>Plant A.</b> State freight cost per ton for delivery to Van Nuys Airport (VNY) locations, with thirty (30) minute free unloading time for each load. Freight charge must not exceed the rates quoted whether delivered by 10-wheeler trucks or truck and trailer combination.	500	\$5.58	\$2,790.00
22.	<b>Plant B.</b> State freight cost per ton for delivery to Van Nuys Airport (VNY) locations, with thirty (30) minute free unloading time for each load. Freight charge must not exceed the rates quoted whether delivered by 10-wheeler trucks or truck and trailer combination.	500	\$7.95	\$3,975.00
<b>IV.</b>	<b>Plant Information</b>	<b># of Plants</b>		
23.	<b><u>Number of plants owned and operated by contractor within a 10 mile radius of LAX Airport and a 30 miles radius of VNY Airport:</u></b>	2		
	List plant(s) addresses below:			
24.	Plant #1 - Address: Inglewood-441 Railroad Place, Inglewood, CA 90301			
25.	Plant #2 - Address: Sun Valley-11462 Penrose St., Sun Valley, CA 91352			
26.	Plant #3 - Address: South Gate-5625 Southern Avenue, South Gate, CA 90280			
27.	Plant #4 - Address: Irwindale-2600 Avenida Barbosa, Irwindale, CA 9170688			
<b>V.</b>	<b>Standing Time Costs</b>	<b>Hours</b>	<b>Bid Price Cost Per Hour</b>	<b>Extended Price</b>

28.	Charge per delivery for STANDING TIME, WORKING TIME, after the first thirty (30) minutes of free unloading time:	500	\$88.00	\$44,000.00
VI.	<b>Bid Totals</b>			
29.	<b>Bid Total (for award purposes only) = Item #18 + Item #19 + Item #21 + Item #28</b>			<b>\$1,688,785.00</b>
VII.	<b>State Percentage for Additional Charges (after-hours/weekends/holidays)</b>	<b>Percentage (%)</b>		
30.	State additional cost expressed in percentage, if any, to be added for materials, freight and standing / working time:			
31.	On weekdays - between 4 pm and 11 pm	4%		
32.	On weekdays - between 11 pm and 6 am	4%		
33.	On weekends - Saturday	6%		
34.	On weekends - Sunday	10%		
35.	On Observed Holidays	12%		
36.	A minimum uninterrupted supply of 250 tons of material per hour with a 12-hour advance notice. (yes / no)	YES		
37.	A minimum uninterrupted supply of 500 tons of material per hour with a 24-hour advance notice. (yes / no)	YES		

## General Conditions

(In the general conditions listed below, the City of Los Angeles, Los Angeles World Airports (LAWA), is hereinafter referred to as the City.)

**FORM OF BID AND SIGNATURE.** All bids must be made on this form. Photocopied forms are acceptable. Additional forms are obtainable from the Departmental LAX Procurement Services Division. Unless otherwise indicated in the RFB, bids should be enclosed in a sealed envelope, showing the Bid No. in the lower left corner, and addressed as indicated in the RFB. All bids must be signed. If the bid is made by an individual, it must be signed with the full name of the bidder, whose address must be given; if it is made by a partnership, it must be signed in the partnership name by a member of the firm, and the name and address of each member must be given; and if it is made by a corporation, it must be signed by two authorized corporate officers. In case of error in extension of prices, unit prices will govern. No telephonic or telegraphic bids are acceptable.

**TAXES.** Do not include any Sales Tax or Federal Excise Tax in prices quoted. Sales Tax will be added by the City at the time of award. The City will furnish Federal Excise Tax Exemption Certificate to Supplier. Other taxes must be included in the bid prices.

**AWARD.** Bids shall be subject to acceptance by the City for a period of 3 months unless a lesser period is prescribed in the quotation by the bidder. The City may make combined award of all items complete to one bidder or may award separate items or groups of items to various bidders. When required by the City, bidders must submit alternate prices or name a lump sum or discount, conditional on two or more items being awarded to him. The right is reserved to reject any, or all, bids and to waive any informality in bids.

**BRAND NAMES AND SPECIFICATIONS.** Unless otherwise stated the detailed specification and/or brand name references are descriptive and indicate quality, design, and construction of items required. Offer to supply articles substantially the same as those described herein will be considered regardless of minor variation(s) from the listed specifications, or specifications of the articles described by brand name.

**PATENTS.** Should any items on which bids are requested be patented, or otherwise protected or designated by the particular name of the maker, and the bidder desires to quote on an item of equal character and quality, the bidder may offer such substitute item by indicating clearly that such substitution is intended and specifying the brand. Such substitution shall be accepted only if deemed by the Purchasing Manager to be equal to that specified.

**SPECIFICATION CHANGES.** If provisions of the Specifications restrict bidder from bidding, he or she may request in writing that the specifications be modified. Such request must be received by the Purchasing Manager at least five (5) working days before bid opening/due date. All bidders will be notified by Addendum of any approved changes in the specifications.

**CITY HELD HARMLESS.** To the fullest extent permitted by law, Contractor/Supplier shall defend, indemnify and keep and hold City, including its Board of Airport Commissioners, and City's officers, agents and employees, harmless from any and all costs, liability, damage or expense (including costs of suit and fees and expenses of legal services) claimed by anyone (including Contractor/Supplier) by reason of injury to or death of persons (including Contractor/Supplier and/or its employees), or damage to or destruction of property (including property of Contractor/Supplier) as a result of the acts or omissions of Contractor/Supplier, its agents, servants, employees or invitees or relating to acts or events pertaining to or arising from or out of the Contract, whether or not contributed to by any act or omission of City or any of the City's Boards, officers, agents or employees. City shall endeavor to give notice of such claims. In the event the "Administrative Requirements" includes a "Hold Harmless" clause, this "City Held Harmless" clause shall be replaced and superseded by the Hold Harmless clause set forth in the Administrative Requirements. In the event the signed contract includes a "Hold Harmless" clause, the signed contract's "Hold Harmless" clause shall replace and supersede all other Hold Harmless clauses.

**PURCHASE AGREEMENT DOCUMENTS.** A copy of the Notice Inviting Bids, the bid and a copy of these General Conditions and the Specifications will remain on file in the Office of the Purchasing Manager and it is understood will form the purchasing agreement when accepted by the Purchasing Manager. All materials or services supplied by the Contractor shall conform to the applicable requirement of the City Charter, City Ordinances, and all applicable State and Federal Laws, as well as conforming to the specifications contained herein.

**DEFAULT BY SUPPLIER.** In case of default by supplier, the City reserves the right to procure the articles or services from other

sources and to hold the supplier responsible for any excess costs occasioned the City thereby.

**PAYMENTS.** All Cash Discounts shall be taken and computed from the date of delivery or completion and acceptance of the material, or from date of receipt of invoice, whichever is latest. Complete payments will be made by demands on the City Treasury of the City of Los Angeles, approved as required by ordinance and charter provisions. Invoices must be submitted as specified on the Purchase Orders or shipping authorization.

**SAFETY APPROVAL.** Where required by Los Angeles City regulations, any articles delivered must carry Underwriters Laboratories Approval or City of Los Angeles Dept. Of Building and Safety approval. Failure to have such approval at the time of bidding may result in rejection of the Bid. Also, articles quoted must conform with the Safety Orders of the California Division of Industrial Safety, and/or OSHA, where applicable.

**PATENT RIGHTS.** The supplier agrees to save, keep, hold harmless, and fully indemnify the City, its officers, employees, agents and other duly authorized representatives from all damages, cost or expenses in law or equity that may at any time arise or to be set up for any infringement of the patent rights, trademarks, copyrights literary or dramatic rights of any person or persons in consequence of the use of any person or persons in consequence of the use by the City, its officers, employees, agents or other duly authorized representatives of articles supplied under purchasing agreement, and of which the supplier is not the patentee or assignee, or which the supplier is not lawfully entitled to sell.

**ASSIGNMENT.** The supplier shall not assign or transfer by operation of law any obligation without the prior written consent of the Purchasing Manager.

**ATTORNEY'S FEES.** If City shall, without any fault be made a party to any litigation commenced by or against Supplier arising out of Supplier's performance of this Agreement or incident to such performance and as a result of which Supplier is finally adjudicated to be liable, then Supplier shall pay all costs, expenses and reasonable attorney's fees incurred by or imposed upon City in connection with such litigation. Each party shall give prompt notice to the other of any claim or suit instituted against it that may affect the other party.

**BID PROTEST.** Any bid protest must be submitted in writing and postmarked within fourteen (14) calendar days after the date of bid opening. The day after bid opening shall be considered as day one. Any bid protest must be submitted in writing to: Office of the City Attorney, Airport Division, One World Way, P.O. Box 92216, Los Angeles World Airports, Los Angeles, CA 90009-2216, with a copy sent to the LAWA Division issuing the RFB. The protest shall include the following:

- The initial protest document must contain a complete statement of the factual and legal basis for the protest.
- The protest must refer to the specific portion of the document which forms the basis for the protest.
- The protest must include the name, address and telephone number of the person representing the protesting party.
- The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest which may be adversely affected by the outcome of the protest. Such parties shall include all other bidders.
- The Executive Director/Board of Airport Commissioners will issue a decision on the protest. If the Executive Director/Board of Airport Commissioners determines that a protest is frivolous, the protesting party may be determined to be irresponsible and may be determined to be ineligible for future contract award.
- The procedure and time limits set forth in this paragraph are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest and failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code claim or legal proceedings.

**TERMINATION OF CONTRACT FOR CONVENIENCE.** LAWA may terminate this Contract, with or without cause, and without liability for costs or damages, upon giving the Contractor a thirty (30) day advance written notice or as otherwise provided herein.

**CITY OF LOS ANGELES**  
**DEPARTMENT OF AIRPORTS**

**Dated: November 15, 2016**

**ADDENDUM #001 BID NO. 116-069**

**PROJECT TITLE: PURCHASE AND DELIVERY OF ASPHALT MIXES AT LAX AND VNY**

**OLD DUE DATE:** Thursday December 1, 2016 before 2:00 PM \_\_

**NEW DUE DATE: Thursday December 8, 2016 before 2:00 PM P.S.T.**

**/XX/** THE ABOVE MENTIONED BID IS HEREBY AMENDED PER THE FOLLOWING:

**Please remove and discard Exhibit(s) "A" Specifications and "B" Bid Verification Worksheet and replace them with the new and Revised 11-15-16 Exhibit "A" and Exhibit "B" here attached.**

Thank you.

Departmental Purchasing.

CC: Bid File

Richard Morales, F.M.U.G.

Barbara Taylor, F.M.U.G.

Julio Gonzalez, P.S.D.

**CITY OF LOS ANGELES**  
**DEPARTMENT OF AIRPORTS**

Dated: November 21, 2016

**ADDENDUM #002 BID NO. 116-069**

**PROJECT TITLE: PURCHASE AND DELIVERY OF ASPHALT MIXES AT LAX AND VNY**

**DUE DATE: Thursday December 8, 2016 before 2:00 PM P.S.T.**

**/XX/** THE ABOVE MENTIONED BID IS HEREBY AMENDED PER THE FOLLOWING:

**Please remove and discard Exhibit(s) "A" Specifications and "B" Bid Verification Worksheet and replace them with the new and Revised 11-21-16 Exhibit "A" and Exhibit "B" here attached.**

Thank you.

Departmental Purchasing.

CC: Bid File

Richard Morales, F.M.U.G.

Barbara Taylor, F.M.U.G.

Julio Gonzalez, P.S.D.



**CITY OF LOS ANGELES**  
**DEPARTMENT OF AIRPORTS**

Dated: December 1, 2016

**ADDENDUM #003 BID NO. 116-069**

**PROJECT TITLE: PURCHASE AND DELIVERY OF ASPHALT MIXES AT LAX AND VNY**

**OLD DUE DATE: Thursday December 8, 2016 before 2:00 PM P.S.T.**

**/XX/** THE ABOVE MENTIONED BID IS HEREBY AMENDED PER THE FOLLOWING:

**NEW DUE DATE: Thursday December 15, 2016 before 2:00 PM P.S.T.**

**Please remove and discard Exhibit(s) "A" Specifications Revised 11-21-16 and Exhibit "B" Bid Verification Worksheet Revised 11-21-16 and replace them with the new and Revised 11-30-16 Exhibit "A" and Exhibit "B" here attached.**

Thank you.

Departmental Purchasing.

CC: Bid File

Richard Morales, F.M.U.G.

Barbara Taylor, F.M.U.G.

Julio Gonzalez, P.S.D.

**CITY OF LOS ANGELES**  
**DEPARTMENT OF AIRPORTS**

Dated: December 8, 2016

**ADDENDUM # 004 BID NO. 116-069**

**PROJECT TITLE: PURCHASE AND DELIVERY OF ASPHALT MIXES AT LAX AND VNY**

**DUE DATE: Thursday December 15, 2016 before 2:00 PM P.S.T.**

**/XX/ THE ABOVE MENTIONED BID IS HEREBY AMENDED PER THE FOLLOWING:**

**Apparently some of you have not been able to open Exhibit "B" the worksheet posted on LABAVN  
In an effort to allow all wishing to bid, I've Revised it under Revised 12-8-16, please use and  
Include this version Revised 12-8-16 when submitting your bid.**

Thank you.

Departmental Purchasing.

CC: Bid File

Richard Morales, F.M.U.G.

Barbara Taylor, F.M.U.G.

Julio Gonzalez, P.S.D.

# **Administrative Requirements**

## **Administrative Requirements**

Forms and explanatory documents for each of the following administrative requirements are identified below and are included in the respective sections of this package. Also included, as the final section, is a checklist to assist your proper completion of the required forms prior to bid/proposal submittal. This checklist should be used by Bidders/Proposer to prepare an Administrative Requirements Packet, which must include original, signed documents, and submitted with your bid/proposal. Please note that all documents must be signed by the duly authorized representative of the entity or sole proprietor. In the event of a Joint Venture (JV), officers authorized by each entity must sign and submit a separate set of the following documents:

- Vendor Identification Form
- List of Other City of Los Angeles Contracts
- Affidavit of Non-Collusion
- Bidder Contributions CEC Form 55
- Contractor Responsibility Questionnaire and Pledge of Compliance
- Equal Benefits Ordinance Compliance Affidavit
- Municipal Lobbying Ordinance Bidder Certification CEC Form 50

**This Packet should be bound separately from other parts of your bid/proposal and clearly labeled "Administrative Requirements Packet".** Additional copies of the Packet are not required to be submitted.

The following administrative requirements may reference the Los Angeles City Charter (LACC), Los Angeles Municipal Code (LAMC), or Los Angeles Administrative Code (LAAC).

For further information or assistance regarding all administrative requirements, contact:

Los Angeles World Airports  
Procurement Services Division  
P O Box 92216  
Los Angeles, CA 90009-2216  
Phone: (424) 646-5380  
Fax: (424) 646-9262  
E-mail: [ProcurementRequirements@lawa.org](mailto:ProcurementRequirements@lawa.org)  
Internet: [www.lawa.org](http://www.lawa.org) -> About LAWA -> Business Opportunities  
- > Administrative Requirements

### **1. VENDOR IDENTIFICATION FORM** (The original signed form must be included with bid/proposal)

The Vendor ID form requires general information about a bidder/proposer's business as well as the Seller's Permit and the Business Tax Registration Certificate (BTRC) numbers, Payment Terms, Equal Employment Opportunity Officer contact information, and data on the firm's City of Los Angeles contracts (if applicable).

- **Seller's Permit Number**

The Seller's Permit Number is required if the vendor is engaged in business in California; intends to sell or lease tangible personal property that would ordinarily be subject to sales tax if

sold at retail; will make sales for a temporary period, normally lasting no longer than 30 days at one or more locations. The enforcing agency for this requirement is the Board of Equalization, the Sales and Use Tax Department. Additional information regarding this requirement can be found at <http://www.boe.ca.gov/sutax/sutoprograms.htm>.

- **Payment terms**

Payment terms represent LAWA's conditions under which the vendor will be reimbursed for his/her services or sold goods. Typically, these terms specify the period allowed to a buyer to pay off the amount due, and may demand cash in advance, cash on delivery, deferred payment period of 30 days or more, etc. Please refer to [www.lawa.org](http://www.lawa.org) -> About LAWA -> Business Opportunities -> Administrative Requirements -> LAWA Payment Terms to determine the applicable code.

- **Business Tax Registration Certificate**

Pursuant to the LAMC, Chapter 2, Article 1, Section 21.03, persons engaged in any business or occupation within the City of Los Angeles are required to register and pay the required tax. Businesses, including vendors, subject to this tax are issued a Business Tax Registration Certificate (BTRC) or a Vendor Registration Number (VRN).

Information regarding this requirement may be obtained at Office of Finance, Tax & Permit Division, 200 N. Spring St., Room 101, Los Angeles, CA 90012, Phone: (213) 473-5901, Web: <http://finance.lacity.org>.

- **List of Other City of Los Angeles Contracts (during previous ten years)**

Bidders/Proposers must submit a list of all City of Los Angeles contracts held within the last ten (10) years.

For additional information regarding all LAWA administrative requirements, please contact Procurement Services at (424) 646-5380 or visit our website at [www.lawa.org](http://www.lawa.org) -> About LAWA -> Business Opportunities -> Administrative Requirements.

## **2. AFFIDAVIT OF NON-COLLUSION (The original signed form must be included with bid/proposal)**

Pursuant to the LAAC, Division 10, Chapter 1, Article 2, Section 10.15, each bid/proposal must include the attached affidavit of the Bidder/Proposer that the bid/proposal is genuine, and not a sham or collusive, or made in the interest or on behalf of any person, and that the Bidder/Proposer has not directly or indirectly induced or solicited any other Bidder/Proposer to submit a sham bid, or any other person, firms, or corporation to refrain from bidding, and that the Bidder/Proposer has not sought by collusion to secure for himself/herself an advantage over any other Bidder/Proposer.

Bidders/Proposers must complete, notarize, and submit the attached "Affidavit to Accompany Proposals or Bids" with the bid/proposal.

**Failure to include an Affidavit with the bid/proposal will render the bid/proposal non-responsive and will result in its rejection.**

**Attachment:**

- Affidavit of Non-Collusion

**3. BIDDER CONTRIBUTIONS CEC FORM 55 (CONTRACT BIDDER CAMPAIGN CONTRIBUTION AND FUNDRAISING RESTRICTIONS)**  
(The original signed form must be included with bid/proposal)

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

Bidders/Proposers/Respondents must submit CEC Form 55 (attached) to LAWA with their bid/proposal/Statement of Qualifications. The form requires bidders to identify their principals, their subcontractors performing \$100,000 or more in work on the contract, and the principals of those subcontractors. Bidders/Proposers/Respondents must also notify their principals and subcontractors in writing of the restrictions and include the notice in contracts with subcontractors. Responses submitted without a completed CEC Form 55 shall be deemed nonresponsive. Bidders/Proposers/Respondents who fail to comply with City law may be subject to penalties, termination of contract, and debarment.

Additional information regarding this requirement may be obtained at:

200 N. Spring Street  
City Hall, 24th Floor  
Los Angeles, California 90012  
(213) 978-1960  
(213) 978-1988 [Fax]  
ethics.commission@lacity.org  
Web: <http://ethics.lacity.org>

**Attachments:**

- Bidder Contributions CEC Form 55
- Los Angeles City Ethics Commission Special Bulletin, available at [http://ethics.lacity.org/pdf/pressrelease/press\\_042511\\_New\\_Charter\\_Amend\\_Limits\\_Bidder\\_Bulletin.pdf](http://ethics.lacity.org/pdf/pressrelease/press_042511_New_Charter_Amend_Limits_Bidder_Bulletin.pdf)

**4. CONTRACTOR RESPONSIBILITY PROGRAM** (The original signed form must be included with bid/proposal)

Pursuant to Resolution No. 21601 adopted by the Board of Airport Commissioners, effective May 20, 2002, the Contractor Responsibility Program (CRP) is the policy of Los Angeles World Airports (LAWA) to ensure that all LAWA contractors have the necessary quality, fitness and capacity to perform the work set forth in the contract. LAWA shall award contracts only to entities and individuals it has determined to be Responsible Contractors. The provisions of this

Program apply to leases and contracts for construction, for services, and for purchases of goods and products that require Board approval.

Bidders/Proposers are required to complete and submit with the bid/proposal the attached "Contractor Responsibility Program Questionnaire" that provides information LAWA needs in order to determine if the Bidder/Proposer is responsible and has the capability to perform the contract. The information contained in the CRP Questionnaire is subject to public review for a period of not less than 14 days. Bidders/Proposers are also required to complete, sign and submit with the bid/proposal the attached "Contractor Responsibility Program Pledge of Compliance." Bidders/Proposers are also required to respond within the specified time to LAWA's request for information and documentation needed to support a Contractor Responsibility determination. Subcontractors will be required to submit the Pledge to the prime contractor prior to commencing work.

For the list of Contractor Responsibility Program respondents, please visit our website [www.lawa.org](http://www.lawa.org) -> About LAWA -> Business Opportunities -> Administrative Requirements -> Contractor Responsibility Program -> Contractor Responsibility Program Questionnaire Respondents.

**Attachments:**

- Contractor Responsibility Program Questionnaire
- Contractor Responsibility Program Pledge of Compliance

**5. EQUAL BENEFITS ORDINANCE**

Any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of the Los Angeles Administrative Code Section 10.8.2.1, Equal Benefits Ordinance (EBO). The EBO requires City contractors who provide benefits to employees with spouses provide the same benefits to employees with domestic partners. Domestic partners are defined as two adults living together, jointly responsible for living expenses, committed to an intimate and caring relationship and registered as domestic partners with a governmental entity.

**Bidders/Proposers/Lessees must submit the Equal Benefits Ordinance Compliance Affidavit (2 pages) with Bid/Proposal/Lease.**

The Equal Benefits Ordinance Compliance Affidavit shall be valid for a period of twelve months. Bidders/Proposers/Lessees do not need to submit supporting documentation with their bids or proposals or leases. However, the City may request supporting documentation to verify that the benefits are provided equally as specified on the Equal Benefits Ordinance Compliance Affidavit.

Bidders/Proposers/Lessees seeking additional information regarding the requirements of the Equal Benefits Ordinance may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org> or call Procurement Services at (424) 646-5380.

**Attachment:**

- EBO Compliance Affidavit

## 6. INSURANCE

Pursuant to LAAC, Division 11, Chapter 2, Article 2, Section 11.47 and the Risk Management Policy (Council File #79-3194-S1) adopted by Los Angeles City Council on March 1, 1991, the City of Los Angeles is to be protected to the maximum extent feasible, against loss or losses which would significantly affect personnel, property, finances, or the ability of the City to continue to fulfill its responsibilities to taxpayers and the public. Consequently, prior to commencing work, the selected Bidder/Proposer must provide evidence of insurance that conforms to the insurance requirements of the bid/proposal. Insurance requirements which specifically outline the types and amounts of coverage required for this project are explained in detail in the attached language and "Insurance Requirement Sheet".

Successful Bidder/Proposer must provide acceptable evidence of insurance as explained in the attachments prior to commencing work on the contract. Said acceptable evidence of insurance must remain current throughout the term of the contract and be on file with the Insurance Compliance Unit in order to receive payment under any contract with the City of Los Angeles.

### Attachments:

- Insurance Requirement Sheet
- Insurance Language
- Frequently Asked Questions

Additional information is available at [www.lawa.org](http://www.lawa.org) -> About LAWA -> Business Opportunities -> Administrative Requirements -> Insurance

## 7. MUNICIPAL LOBBYING ORDINANCE (The original signed form must be included with bid/proposal)

Pursuant to the Los Angeles Municipal Code, Section 48.09, all bids/proposals must include a copy of the Municipal Lobbying Ordinance in one of the following formats: on paper, in an electronic format, or through a link to an online version of the ordinance. The City's Municipal Lobbying Ordinance requires certain individuals and entities to register with the City Ethics Commission and requires public disclosure of certain lobbying activities, including money received and spent. Additionally, for all construction contracts, public leases, or licenses of any value and duration; goods or service contracts with a value greater than \$25,000 and a term of at least three months, each bidder/proposer must submit with its bid a certification, on a form (CEC Form 50) proscribed by the City Ethics Commission, that the bidder acknowledges and agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance, if the bidder qualifies as a lobbying entity.

**Failure to submit the Bidder Certification CEC Form 50 with the bid/proposal will render the bid/proposal non-responsive.**

Additional information regarding this requirement may be obtained at:

200 N. Spring Street  
City Hall, 24th Floor  
Los Angeles, California 90012  
(213) 978-1960  
(213) 978-1988 [Fax]



ethics.commission@lacity.org  
Web: <http://ethics.lacity.org>

**Attachments:**

- Municipal Lobbying Ordinance, available at [http://www.lawa.org/welcome\\_LAWA.aspx?id=586](http://www.lawa.org/welcome_LAWA.aspx?id=586)
- Bidder Certification CEC Form 50, available at [http://www.lawa.org/welcome\\_LAWA.aspx?id=586](http://www.lawa.org/welcome_LAWA.aspx?id=586)

**8. ALTERNATIVE FUEL VEHICLE REQUIREMENT PROGRAM**

Contractor shall comply with the provisions of the Alternative Fuel Vehicle Requirement Program adopted by the Board pursuant to Resolution No. 22554 and the LAWA Rules and Regulations promulgated thereunder. The rules, regulations and requirements of the Alternative Fuel Vehicle Requirement Program are attached.

**ADMINISTRATIVE REQUIREMENTS THAT DO NOT REQUIRE FORMS**

The following administrative requirements are language only. They are included as **ATTACHMENT 1**. Submit any questions you may have regarding these ordinances to the LAWA Procurement Services Division at [ProcurementServices@lawa.org](mailto:ProcurementServices@lawa.org) or at (424) 646-5380.

- Affirmative Action
- Assignment of Anti-Trust Claims
- Child Support Obligations

10041679

8

# Checklist

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## **Administrative Requirements Checklist**

**BIDDERS/PROPOSERS (PRIME CONTRACTORS) MUST SUBMIT THE FOLLOWING ORIGINAL, SIGNED DOCUMENTS, WITH THEIR PROPOSAL, AS INDICATED**

### **1. VENDOR IDENTIFICATION FORM**

- ☒ Is the required Vendor Identification Form completed and signed?
- ☒ Is the BTRC/VRN number provided?
- ☒ Is the EEOC contact information provided?
- ☒ Is the list of previous City contracts attached? (If applicable)
- ☒ Is the Form enclosed in the Packet?

### **2. AFFIDAVIT OF NON-COLLUSION**

- ☒ Is the "Affidavit to Accompany Proposals or Bids" completed and signed?
- ☒ Is the Affidavit notarized?
- ☒ Is the Affidavit enclosed in the Packet?

**Failure to include an Affidavit with the bid/proposal will render the bid/proposal non-responsive and will result in its rejection.**

### **3. BIDDER CONTRIBUTIONS**

- ☒ Is the required Bidder Contribution CEC Form 55 completed and signed?
- ☒ Is the Form enclosed in the Packet?

**Failure to include the Bidder Contribution CEC Form 55 with the bid/proposal will render the bid/proposal non-responsive and will result in its rejection.**

### **4. CONTRACTOR RESPONSIBILITY PROGRAM**

- ☒ Is the required "Contractor Responsibility Program Questionnaire" completed and signed?
- ☒ Is the Questionnaire enclosed in the Packet?
- ☒ Is the required "Contractor Responsibility Program Pledge of Compliance" completed and signed?
- ☒ Is the Pledge of Compliance enclosed in the Packet?

### **5. EQUAL BENEFITS ORDINANCE**

- ☒ Is the EBO Compliance Affidavit Form completed and signed?
- ☒ Is the Form enclosed in the Packet?

**6. MUNICIPAL LOBBYING ORDINANCE**

- ☒ Is the required Bidder Certification CEC Form 50 completed and signed?  
☒ Is the Certification enclosed in the Packet?

**THE FOLLOWING REQUIREMENTS DO NOT REQUIRE THE COMPLETION OF FORMS  
BUT MAY BE INCORPORATED AS PROVISIONS OF THE CONTRACT:**

**7. AFFIRMATIVE ACTION**

- ☒ Have you read and agreed with the City of Los Angeles' Non-discrimination, equal Employment and Affirmative Action provisions?

**8. ASSIGNMENT OF ANTI-TRUST CLAIMS**

- ☒ Have you read and agreed with California Government Code Sections 4550 – 4554?

**9. CHILD SUPPORT OBLIGATIONS**

- ☒ Have you read and agreed with Child Support Obligations provisions?

**IF YOU ARE AWARDED THE CONTRACT AND PRIOR TO EXECUTION OF THE CONTRACT:**

**Prime contractors** are required to submit to LAWA forms pertaining to the following requirements:

- Business Tax Registration Certificate ☒
- Insurance ☒

# Vendor Identification Form

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## VENDOR IDENTIFICATION FORM

**ALL FIELDS MUST BE COMPLETED. IF REQUIRED; INCOMPLETE FORMS WILL NEED TO BE RESUBMITTED.**

### GENERAL INFORMATION

Legal Name: Sully-Miller Contracting Company

Doing Business As: Blue Diamond Materials

Are you an independent contractor eligible to receive a 1099-

MISC? No ☒ Yes ☐ EIN or SSN: 33-0787630

License or Registration Number (if applicable): \_\_\_\_\_

(A TIN (SSN or EIN) and W-9 are required)

Payment Terms \* (code): \_\_\_\_\_

Seller's Permit Number\* (if applicable): \_\_\_\_\_

#### Ownership:

☐ Individual / Sole Proprietor

☒ Corporation

☐ Partnership

☐ Governmental Entity

☐ Other (specify): \_\_\_\_\_

BTRC Vendor Registration Number:  
0000940327-0001-7  
940439-01

☐ BTRC/VRN application pending (please attach the application)

Are you subject to non-resident withholding under California Revenue and Taxation Code Section 18862? No ☐ Yes ☐

### BUSINESS ADDRESS

Street: 135 S. State College Blvd., Suite #: 400

City: Brea

State: CA

Zip Code: 92821

Website: www.sully-miller.com

Contact Person: Rich Shaon

Contact Person's Title: Senior Account Manager

Fax: 714/449-2295

Phone: 714/578-9634

Email: Rich.Shaon@sully-miller.com

Remittance address (if required and different from the above): \_\_\_\_\_

N/A

### BUSINESS INFORMATION

Service Area: International ☐ National ☐ Regional ☐ Local ☒ Years In Business: 93 yrs Number of Employees: 376

### BUSINESS CERTIFICATION (Check all that apply)

☐ Woman-Owned Business Enterprise (WBE)

☐ Minority Business Enterprise (MBE)

☐ Small Business Enterprise (according to SBA criteria)

☐ Minority Women Business Enterprise (MWB)

☐ Disadvantaged Business Enterprise (DBE)

☐ Airport Concessions Disadvantaged Business Enterprise

☒ Small and Local Business Enterprise (SLB) (Pending)

If required, please attach copies of all applicable certifications.

### NON-DISCRIMINATION, EQUAL EMPLOYMENT AND AFFIRMATIVE ACTION COMPLIANCE

EEO Officer (name): Jan Anderson

Phone Number: 714/578-9600

EEO Officer's Title: Human Resources

Email: Jan.Anderson@sully-miller.com

Have you had contracts with the City of Los Angeles in the last 10 years? No ☐ Yes ☒ If 'yes', please attach an additional sheet with Contract Number, Department, Description and Dollar Value. (Please See Attached List)

### CERTIFICATION

The undersigned declares and certifies that all statements on this form are true and correct. The undersigned agrees to notify Procurement Services Division immediately of any changes to the information contained herein. The undersigned has read and agreed with the administrative requirements set for this project, and provided as a check list in the bid/proposal package, and will comply with them for the duration of the contract if selected.

Authorized Signature: [Signature]

Date: December 12, 2016

Print Name: Scott Bottomley

Title: Vice President

Project name: \_\_\_\_\_ For LAWA use only: \_\_\_\_\_ Project No: \_\_\_\_\_

Requesting Division: \_\_\_\_\_ Contact Person: \_\_\_\_\_

SAP Action (send the form to FAMIS Support Desk): ☐ Create ☐ Change ☐ Block ☐ Delete ☐ New Ordering Address

### Current and Prior City of Los Angeles Contracts

[illegible]

**SULLY-MILLER CONTRACTING**  
**12/08/15 PROJECT LIST - CURRENT/PRIOR JOBS**

10128948	LAWA	Taxilane D-10 Reconstruction Project	Marquez	\$ 6,383,320.00
10142671	Port of Los Angeles	LA Waterfront	Wu	\$ 19,693,330.00
10142258	POLA	Berth 102 Rear Backlands	Newton	\$ 20,959,750.00
10133087	Los Angeles	San Fernando Rd Bike Path, Los Angeles	Wu	\$ 4,788,868.00
10158187	Los Angeles	Belboa Blvd. @ Knollwood Plaza	Neumann	\$ 767,724.00
11165E	City of LA	11th Avenue & Slauson Avenue (E1907427)	Kujawa	\$ 748,189.00
11116C	POLA	Souther Pacific Slip	Downey	\$ 5,694,700.00
29818C	POLA	Berth 121 Dock Resurfacing	McLure	\$ 144,600.00
27724C	Los Angeles	Vermont Ave., Los Angeles (Fed Proj. 5006-449)	Hernandez	\$ 2,971,982.00
27659C	City of LA	Canoga Park Street Improvements	Newton	\$ 1,519,443.00
27656C	POLA	Waterfront Gateway-Harbor Blvd., San Pedro	Glenn	\$ 13,837,600.00
26594C	LADOT	Humps Installation & Removal, Los Angeles	Newton	\$ 1,498,132.00
26601C	LADOT	Speed Humps LADOT, Los Angeles	Newton	\$ 229,781.00
26581C	LADOT	Speed Humps, Los Angeles	Newton	\$ 97,280.00
26587C	POLA	Berth 401-406 Backland Improvements, Los Angeles	Salcido	\$ 3,288,800.00
25493C	LA World Airport	Airfield Intersection Phase I, Los Angeles	Salcido	\$ 6,840,007.00
24474C	POLA	Rear Berth 93 Gateway Plaza & Harbor Blvd.	Salcido	\$ 17,415,600.00
24437C	POLA	Berth 93C-94 Boardwalk, Los Angeles	Newton	\$ 394,107.00
24412C	LADOT	Construction of Speed Humps-Various Locations	Newton	\$ 400,000.00
23378C	LADOT	Construction of Speed Humps-Various Locations	Newton	\$ 300,000.00
23372C	LA World Airport	Northwest Perimeter Enhancements at LAX	Hernandez	\$ 3,575,924.00
23305C	LADOT	Construction of Speed Humps-Various Locations	Newton	\$ 600,000.00
23301C	Port of Los Angeles	Pier 400 Backlands Phase II	Salcido	\$ 29,865,750.00
22285C	Port of Los Angeles	Berth 224, Long Beach	Hernandez	\$ 1,454,300.00
22211C	Port of Los Angeles	Site Improvements Annual 2002-2003	Salcido	\$ 14,452,125.00
21198C	Port of Los Angeles	Berth 100 Backlands Phase 1,	Salcido	\$ 25,500,500.00
21130C	Port of Los Angeles	Pier 400 Backlands Phase 1, Container Terminal	Saplata	\$ 78,134,500.00



## Affidavit of Non-Collusion

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AFFIDAVIT TO ACCOMPANY PROPOSALS OR BIDS

STATE OF CALIFORNIA

COUNTY OF Orange

)  
) ss.:  
)

Scott Bottomley

being first duly sworn, deposes and says:

that he or she is the <sup>(Type or print name)</sup> Vice President & General Manager of

<sup>(Type or print title)</sup> Sully-Miller Contracting Company DBA Blue Diamond Materials, who submits herewith

<sup>(Type or print name of company/firm)</sup>

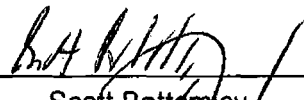
to the Board of Airport Commissioners the attached bid/proposal; that he or she is the person whose name is signed to the attached bid/proposal; that said bid/proposal is genuine; that the same is not sham or collusive; that all statements of fact therein are true; and that such bid/proposal was not made in the interest or behalf of any person, partnership, company, association, organization, or corporation not herein named or disclosed.

Affiant further deposes and says: that the bidder/proposer has not directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interests of the public body which is to award the contract, or of any other bidder/proposer, or anyone else interested in the proposed contract; and that the bidder/proposer has not in any manner sought by collusion to secure for himself/herself/itself/themselves, an advantage over any other bidder/proposer.

Affiant further deposes and says that prior to the public opening and reading of bids/proposals, said bidder/proposer:

- (a) did not, directly or indirectly, induce or solicit anyone else to submit a false or sham bid/proposal;
- (b) did not, directly or indirectly, collude, conspire, connive or agree with any one else that said bidder/proposer or anyone else would submit a false or sham bid, or that anyone should refrain from bidding or withdraw their bid/proposal;
- (c) did not, in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the bid price of said bidder/proposer or of anyone else, or to raise or fix any overhead, profit or cost element of their price or of that of anyone else;
- (d) did not, directly or indirectly, submit their bid/proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association organization, bid depository, or to any member or agent, thereof, or to any individual or group of individuals, except to the awarding authority or to any person or person who have a partnership or other financial interest with said bidder/proposer in their business.

Signed:



Name: Scott Bottomley

Title: Vice President, General Manager

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by

\_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

\_\_\_\_\_  
Notary Public

(Notarial Seal)

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

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

State of California )

County of Orange )On December 12, 2016 before me, Maria L. Ruiz, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared Scott Bottomley

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature Maria L. Ruiz  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**Title or Type of Document: Affidavit to Accompany Proposal for Bids Document Date: \_\_\_\_\_

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

**Capacity(ies) Claimed by Signer(s)**Signer's Name: Scott Bottomley☒ Corporate Officer — Title(s): Vice-President☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: \_\_\_\_\_Signer Is Representing: \_\_\_\_\_  
Sully-Miller Contracting Co.

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

## Bidder Contributions

# ATTENTION:

The following CEC Form 55 ***must*** be signed on page 1. If you fail to sign the form or if you submit an incomplete CEC Form 55, your proposal/bid will be deemed nonresponsive.



Ethics Commission  
200 N Spring Street  
City Hall -- 24th Floor  
Los Angeles, CA 90012  
(213) 978-1960  
ethics.lacity.org

## Prohibited Contributors (Bidders) Form 55

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

☒ Original filing ☐ Amended filing (original signed on \_\_\_\_\_; last amendment signed on \_\_\_\_\_)

Reference Number (bid or contract number, if applicable):

116-069 Purchase & Delivery of Asphalt Mixes

Date Bid Submitted:

December 15, 2016

Description of Contract (title of RFP and services to be provided):

Purchase and Delivery of Asphalt Mixes at LAX and VNY

City Department Awarding the Contract:

LAWA Procurement Division

### BIDDER INFORMATION

Name: Sully-Miller Contracting Company DBA Blue Diamond Materials

Address: 135 S. State College Blvd., Ste. 400, Brea, CA 92821

Email: Rich.Shaon@sully-miller.com Phone: 714/578-9600

### SCHEDULE SUMMARY

Please complete all three of the following:

1. SCHEDULE A — Bidder's Principals (check one)

- ☐ The bidder is the individual listed above and has no other principals (Schedule A is not required).
- ☒ The bidder is the individual listed above or an entity and has other principals, who are listed on the attached Schedule A pages.

2. SCHEDULE B — Subcontractors and Their Principals (check one)

- ☒ The bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more (Schedule B is not required).
- ☐ The bidder has one or more subcontractors on this bid or proposal with subcontracts worth \$100,000 or more, and those subcontractors and their principals are listed on the attached Schedule B pages.

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

### BIDDER'S CERTIFICATION

I certify that I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter section 470(a)(12) and any related ordinances. I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information provided on this form and the attached pages is true and complete to the best of my knowledge and belief.

Date: December 12, 2016

Signature:

Name:

Scott Bottomley

Title:

Vice President, General Manager



Ethics Commission  
200 N Spring Street  
City Hall — 24th Floor  
Los Angeles, CA 90012  
(213) 978-1980  
ethics.lacity.org

## Prohibited Contributors (Bidders) Form 55

### SCHEDULE A — BIDDER'S PRINCIPALS

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

☒ Check this box if additional Schedule A pages are attached.

(Please See Attached List of Corporate Officers)

Name: John Harrington Title: Chairman of the Board  
Address: 135 S. State College Blvd., Ste. 400, Brea, CA 92821

Name: David Martinez Title: President  
Address: 135 S. State College Blvd., Ste. 400, Brea, CA 92821

Name: Timothy P. Orchard Title: Vice President/Chief Financial Officer/Treasurer  
Address: 135 S. State College Blvd., Ste. 400, Brea, CA 92821

Name: William Joseph Thomas Boyd Title: Vice President of Operations  
Address: 135 S. State College Blvd., Ste. 400, Brea, CA 92821

Name: Scott Bottomley Title: Vice President  
Address: 135 S. State College Blvd., Ste. 400, Brea, CA 92821

Name: Dennis Gansen Title: Vice President  
Address: 135 S. State College Blvd., Ste. 400, Brea, CA 92821

Name: Anthony L. Martino, II Title: Secretary  
Address: 135 S. State College Blvd., Ste. 400, Brea, CA 92821

Name: Jae Won Title: Assistant Secretary  
Address: 135 S. State College Blvd., Ste. 400, Brea, CA 92821

Name: Raymond Sanchez Title: Assistant Secretary  
Address: 135 S. State College Blvd., Ste. 400, Brea, CA 92821

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_

## CERTIFICATE OF INCUMBENCY AND RESOLUTION

I, Anthony L. Martino, II, do hereby certify that I am the Secretary of Sully-Miller Contracting Company, a Delaware corporation, and that as such I have access to and custody of the corporate records and minute books of said corporation.

And I do hereby further certify that the following persons are duly elected officers of said corporation.

### TITLE

Chairman Of The Board  
President  
Vice President, Chief Financial Officer and Treasurer  
Vice President of Operations  
Vice President  
Vice President  
Secretary  
Assistant Secretary  
Assistant Secretary

### NAME

John Harrington  
David Martinez  
Timothy P. Orchard  
William Joseph Thomas Boyd  
Scott Bottomley  
Dennis Gansen  
Anthony L. Martino II  
Jae Won  
Raymond Sanchez

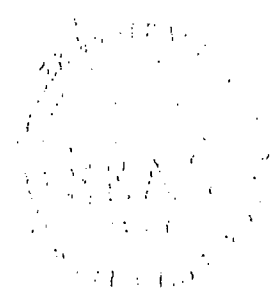
I further certify that the following is a true and correct copy of a resolution duly adopted by the Board of Directors of said Company at a meeting held on December 10, 2015, and that this resolution has not been in any way rescinded, annulled, or revoked but the same is still in full force and effect:


### "BID TENDERS: GENERAL

RESOLVED, that any officer of the Corporation be and they hereby are authorized in the name and on behalf of the Corporation, under its corporate seal or otherwise (i) to prepare proposals and bids for the supplying of construction materials and the performance by itself or in joint venture, of work of whatsoever nature in connection with the construction or paving of highways, roads and airports and in connection with earthworks and civil engineering projects of all kinds, together with all work incidental thereto, (ii) to execute and submit any and all such proposals and bids to any governmental authority, instrumentality, or agency of the United States, its several states, territories and possessions, including without limitation, any municipality or other political or corporate subdivision thereof, and to any corporation, partnership, sole proprietorship, or other business entity, (iii) in connection with any such submission, to deliver bid deposits or bonds as may be required and (iv) to execute and deliver definitive agreements binding the Corporation to perform work in accordance with any proposals and bids authorized hereby."

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 18th day of January 2016.

(SEAL)



  
Anthony L. Martino, II  
Secretary  
Sully-Miller Contracting Company  
135 S. State College Blvd., Ste. 400  
Brea, CA 92821





Ethics Commission  
200 N Spring Street  
City Hall — 24th Floor  
Los Angeles, CA 90012  
(213) 978-1960  
ethics.lacity.org

## Prohibited Contributors (Bidders) Form 55

### SCHEDULE B — SUBCONTRACTORS AND THEIR PRINCIPALS

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

Subcontractor: \_\_\_\_\_

Address: \_\_\_\_\_

Check one of the following:

- ☐ The subcontractor listed above is an individual and has no other principals.
- ☐ The subcontractor listed above is an individual or an entity and has principals, and their names and titles are identified below (attach additional sheets if necessary). Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.

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

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

# Contractor Responsibility Program

**LOS ANGELES WORLD AIRPORTS  
CONTRACTOR RESPONSIBILITY PROGRAM  
QUESTIONNAIRE**

On December 4, 2001, the Board of Airport Commissioners adopted Resolution No. 21601, establishing LAWA's Contractor Responsibility Program (CRP). The intent of the program is to ensure that all LAWA contractors have the necessary quality, fitness and capacity to perform the work set forth in the contract. To assist LAWA in making this determination, each bidder/proposer is required to complete and submit with the bid/proposal the attached CRP Questionnaire. If a non-competitive process is used to procure the contract, the proposed contractor is required to complete and submit the CRP Questionnaire to LAWA prior to execution of the contract. Submitted CRP questionnaires will become public records and information contained therein will be available for public review for at least fourteen (14) calendar days, except to the extent that such information is exempt from disclosure pursuant to applicable law.

The signatory of this questionnaire guarantees the truth and accuracy of all statements and answers to the questions herein. Failure to complete and submit this questionnaire may make the bid/proposal non-responsive and result in non-award of the proposed contract. During the review period if the bidder/proposer or contractor (collectively referred to hereafter as "bidder/proposer") is found non-responsible, he/she is entitled to an Administrative Hearing if a written request is submitted to LAWA within ten (10) working days from the date LAWA issued the non-responsibility notice. Final determination of non-responsibility will result in disqualification of the bid/proposal or forfeiture of the proposed contract.

All Questionnaire responses must be typewritten or printed in ink. Where an explanation is required or where additional space is needed to explain an answer, use the CRP Questionnaire Attachment A. Submit the completed and signed Questionnaire and all attachments to LAWA. Retain a copy of this completed questionnaire for future reference. Contractors shall submit updated information to LAWA within thirty (30) days if changes have occurred that would make any of the responses inaccurate in any way.

A. PROJECT TITLE: 116-069 Purchase & Delivery of Asphalt Mixes at LAX and VNY

B. BIDDER/CONTRACTOR INFORMATION:

Sully-Miller Contracting Company DBA Blue Diamond Materials

Legal Name	DBA		
<u>135 S. State College Blvd., Ste. 400, Brea, Ca 92821</u>			
Street Address	City	State	Zip
<u>Scott Bottomley, Vice President/Gen. Mgr.</u>	<u>714/578-9600</u>	<u>714/449-2295</u>	
Contact Person, Title	Phone	Fax	

C. TYPE OF SUBMISSION: The CRP Questionnaire being submitted is:

☒ An initial submission of a CRP Questionnaire. Please complete all questions and sign Attachment A.

☐ An update of a prior CRP Questionnaire dated \_\_\_\_/\_\_\_\_/\_\_\_\_. Please complete all questions and sign Attachment A.

☐ A copy of the initial CRP Questionnaire dated \_\_\_\_/\_\_\_\_/\_\_\_\_. Please sign below and return this page.

I certify under penalty of perjury under the laws of the State of California that there has been no change to any of the responses since the firm submitted the last CRP Questionnaire.

Scott Bottomley, Vice President/Gen. Mgr.

December 12, 2016

Print Name, Title

Signature

Date

**A. OWNERSHIP AND NAME CHANGES**

1a. In the past five (5) years, has the name of the bidder/proposer (also referred to herein as "your firm") changed?

☐ Yes ☒ No

If **Yes**, list on Attachment A all prior legal and D.B.A. names used by the bidder/proposer, the addresses of each of the identified entities, and the dates when each identified entity used those names. Additionally, please explain in detail the specific reason(s) for each name change.

1b. In the past five (5) years, has the owner of your firm (if your firm is a sole proprietorship) or any partner of your firm (if your firm is a partnership), or any officer of your firm (if your firm is a corporation) engaged in the same or similar type of business as the current firm?

☐ Yes ☒ No

If **Yes**, list on Attachment A the names of those firms.

**B. FINANCIAL RESOURCES AND RESPONSIBILITY**

2. In the past five (5) years, has your firm ever been the debtor in a bankruptcy proceeding?

☐ Yes ☒ No

If **Yes**, explain on Attachment A the specific circumstances and dates surrounding each instance.

3. Is your company now in the process of, or in negotiations toward, or in preparations for being sold?

☐ Yes ☒ No

If **Yes**, explain on Attachment A the specific circumstances, including to whom being sold and principal contact information.

4. In the past five (5) years, has your firm's financial position significantly changed?

☐ Yes ☒ No

If **Yes**, explain the specific circumstances on Attachment A.

5. In the past five (5) years, has your firm ever been denied bonding?

☐ Yes ☒ No

If **Yes**, explain on Attachment A the specific circumstances surrounding each instance and include the name of the bonding company.

6. In the past five (5) years, has any bonding company made any payments to satisfy any claims made against a bond issued on your firm's behalf or a firm where you were the principal?

☐ Yes ☒ No

If **Yes**, explain on Attachment A the specific circumstances surrounding each instance.

**PERFORMANCE HISTORY**

7. In the past five (5) years, has your firm or the owner of your firm (if your firm is a sole proprietorship) or any partner of your firm (if your firm is a partnership), or any officer of your firm (if your firm is a corporation) defaulted under a contract with a governmental entity or with a private individual or entity?

☐ Yes ☒ No

If **Yes**, explain on Attachment A the specific circumstances surrounding each instance.

8. In the past five (5) years, has a governmental or private entity or individual terminated your firm's contract prior to completion of the contract?

☐ Yes ☒ No

If Yes, explain on Attachment A the specific circumstances surrounding each instance, and principal contact information.

9. In the past five (5) years, has your firm ever failed to meet any scheduled deliverables or milestones?

☐ Yes ☒ No

If Yes, explain on Attachment A the circumstances surrounding each instance, and principal contact information.

10. In the past ten (10) years, has the bidder/proposer had any contracts with any private or governmental entity to perform work which is similar, in any way, to the work to be performed on the contract for which you are bidding or proposing?

☐ Yes ☒ No

If Yes, list on a separate attachment, for each contract listed in response to this question: (a) contract number and dates; (b) awarding authority; (c) contact name and phone number; (d) description and success of performance; and (e) total dollar amount. Include audit information if available.

#### COMPLIANCE

11. In the past five (5) years, has your firm or any of its owners, partners, or officers, been penalized for or been found to have violated any federal, state, or local laws in the performance of a contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees?

☐ Yes ☒ No

If Yes, explain on Attachment A the specific circumstances surrounding each instance, including the entity involved, the specific infraction(s), the dates of such instances, and the outcome and current status.

12. In the past five (5) years, has your firm ever been debarred or determined to be a non-responsible bidder contractor?

☐ Yes ☒ No

If Yes, explain on Attachment A the specific circumstances surrounding each instance, including the entity involved, the specific infraction(s), the dates of such instances, and the current status.

#### BUSINESS INTEGRITY

13. In the past five (5) years, has your firm been convicted of, or found liable in a civil suit for making a false claim(s) or material misrepresentation(s) to any private or governmental entity?

☐ Yes ☒ No

If Yes, explain on Attachment A the specific circumstances surrounding each instance, including the entity involved, the specific infraction(s), the dates of such instances, and the outcome and current status.

14. In the past five (5) years, has your firm or any of its executives, management personnel, and owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract; or the crime of theft, fraud, embezzlement, perjury, or bribery?

☐ Yes ☒ No

If Yes, explain on Attachment A the specific circumstances surrounding each instance, including the entity involved, the specific infraction(s), the dates of such instances, and current status.

15. Prior to bidding on, submitting a proposal or executing a contract or renewal for a City of Los Angeles contract for goods or services of \$1,000,000 or more, a vendor must either: a) certify it is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) (found at: <http://www.documents.dgs.ca.gov/pd/pdiproc/Iran%20Contracting%20Act%20List.pdf>) and is not a financial institution extending \$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 current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please check *ONE* of the options below.

**OPTION #1:**

Is your firm identified on the list entitled, "Entities Prohibited from Contracting with Public Entities in California per the Iranian Contracting Act of 2010"?

☐ Yes ☒ No

**OPTION #2:**

If your firm is identified on the aforementioned list, have you obtained an exemption?

☐ Yes ☐ No

**ATTACHMENT "A"**  
**FOR ANSWERS TO QUESTIONS IN SECTIONS A THROUGH E**

Use the space below to provide required additional information or explanation(s). Information submitted on this sheet must be typewritten. Indicate the question for which you are submitting the additional information. Information submitted on this Attachment will be available for public review, except to the extent that such information is exempt from disclosure pursuant to applicable law. **Insert additional Attachment A pages as necessary.**

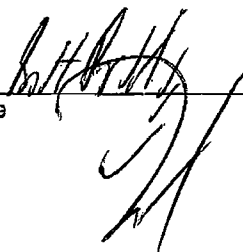
**CERTIFICATION UNDER PENALTY OF PERJURY**

I certify under penalty of perjury under the laws of the State of California that I have read and understand the questions contained in this CRP Questionnaire. I further certify that I am responsible for the completeness and accuracy of the answers to each question, and that all information provided in response to this Questionnaire is true to the best of my knowledge and belief.

Scott Bottomley, Vice President/Gen. Mgr.

Print Name, Title

Signature



December 12, 2016

Date

**LOS ANGELES WORLD AIRPORTS  
CONTRACTOR RESPONSIBILITY PROGRAM  
PLEDGE OF COMPLIANCE**

The Los Angeles World Airports (LAWA) Contractor Responsibility Program (Board Resolution #21601) provides that, unless specifically exempted, LAWA contractors working under contracts for services, for purchases, for construction, and for leases, that require the Board of Airport Commissioners' approval shall comply with all applicable provisions of the LAWA Contractor Responsibility Program. Bidders and proposers are required to complete and submit this Pledge of Compliance with the bid or proposal or with an amendment of a contract subject to the CRP. In addition, within 10 days of execution of any subcontract, the contractor shall submit to LAWA this Pledge of Compliance from each subcontractor who has been listed as performing work on the contract.

The contractor agrees to comply with the Contractor Responsibility Program and the following provisions:

- (a) To comply with all applicable Federal, state, and local laws in the performance of the contract, including but not limited to, laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees.
- (b) To notify LAWA within thirty (30) calendar days after receiving notification that any government agency has initiated an investigation that may result in a finding that the contractor is not in compliance with paragraph (a).
- (c) To notify LAWA within thirty (30) calendar days of all findings by a government agency or court of competent jurisdiction that the contractor has violated paragraph (a).
- (d) To provide LAWA within thirty (30) calendar days updated responses to the CRP Questionnaire if any change occurs which would change any response contained within the completed CRP Questionnaire. Note: This provision does not apply to amendments of contracts not subject to the CRP and to subcontractors not required to submit a CRP Questionnaire.
- (e) To ensure that subcontractors working on the LAWA contract shall complete and sign a Pledge of Compliance attesting under penalty of perjury to compliance with paragraphs (a) through (c) herein. To submit to LAWA the completed Pledges.
- (f) To notify LAWA within thirty (30) days of becoming aware of an investigation, violation or finding of any applicable federal, state, or local law involving the subcontractors in the performance of a LAWA contract.
- (g) To cooperate fully with LAWA during an investigation and to respond to request(s) for information within ten (10) working days from the date of the Notice to Respond.

Failure to sign and submit this form to LAWA with the bid/proposal may make the bid/proposal non-responsive.

**Sully-Miller Contracting Company DBA Blue Diamond Materials**

Company Name, Address and Phone Number

135 S. State College Blvd., Ste. 400, Brea, CA 92821

Signature of Officer or Authorized Representative

December 12, 2016

Date

Scott Bottomley, Vice President/General Manager

Print Name and Title of Officer or Authorized Representative



# Equal Benefits Ordinance

**LAWA EBO COMPLIANCE**

**FOR LAWA CONTRACTORS ONLY**

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

**EQUAL BENEFITS ORDINANCE COMPLIANCE AFFIDAVIT**

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

**SECTION 1. CONTACT INFORMATION**

Company Name: Sully-Miller Contracting Company DBA Blue Diamond Materials  
Company Address: 135 S. State College Blvd., Ste. 400  
City: Brea State: CA Zip: 92821  
Contact Person: Jan Anderson Phone: 714/578-9600 E-mail: Jan.Anderson@sully-miller.com  
Approximate Number of Employees in the United States: 376  
Approximate Number of Employees in the City of Los Angeles: Varies

**SECTION 2. EBO REQUIREMENTS**

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

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

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

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

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

## LAWA EBO COMPLIANCE

### SECTION 3. COMPLIANCE OPTIONS

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

- ☐..... I have no employees.
- ☐..... I provide no benefits.
- ☐..... I provide benefits to employees only. Employees are prohibited from enrolling their spouse or domestic partner.
- ☐..... I provide equal benefits as required by the City of Los Angeles EBO.
- ☐..... I provide employees with a "Cash Equivalent." Note: The "Cash Equivalent" is the amount of money equivalent to what your company pays for spousal benefits that are unavailable for domestic partners, or vice versa.
- ☒..... All or some employees are covered by a collective bargaining agreement (CBA) or union trust fund. Consequently, I will provide Equal Benefits to all non-union represented employees, subject to the EBO, and will propose to the affected unions that they incorporate the requirements of the EBO into their CBA upon amendment, extension, or other modification of the CBA.
- ☐..... Health benefits currently provided do not comply with the EBO. However, I will make the necessary changes to provide Equal Benefits upon my next Open Enrollment period which begins on (Date) \_\_\_\_\_.
- ☐..... Our current company policies, i.e., family leave, bereavement leave, etc., do not comply with the provisions of the EBO. However, I will make the necessary modifications within three (3) months from the date of this affidavit.

### SECTION 4. DECLARATION UNDER PENALTY OF PERJURY

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

**Sully-Miller Contracting Company DBA**

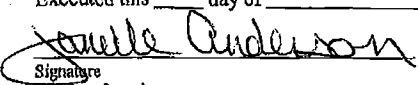
**Blue Diamond Materials** will comply with the Equal Benefits Ordinance requirements

Company Name

as indicated above prior to executing a contract with the City of Los Angeles and will comply for the entire duration of the contract(s).

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

Executed this 12th day of December, in the year 2016, at Brea, CA

  
Signature

Jan Anderson

Name of Signatory (please print)

Human Resources Manager

Title

135 S. State College Blvd., Ste. 400

Mailing Address

Brea, CA 92821

City, State, Zip Code

33-0787630

EIN/TIN

# Municipal Lobbying Ordinance



City Ethics Commission  
200 N Spring Street  
City Hall — 24th Floor  
Los Angeles, CA 90012  
Mail Stop 129  
(213) 978-1880

## Bidder Certification CEC Form 50

*This form must be submitted to the awarding authority with your bid  
or proposal for the contract noted below. Please write legibly.*

☒ Original filing ☐ Amended filing (original signed on \_\_\_\_\_; last amendment signed on \_\_\_\_\_)

Bid/Contract/BAVN Number:

116-069

Awarding Authority (Department):

LAWA Procurement Division

Name of Bidder:

Sully-Miller Contracting Company DBA Blue Diamond Materials

Phone:

714/578-9600

Address:

135 S. State College Blvd., Ste. 400, Brea, CA 92821

Email:

Rich.Shaon@sully-miller.com

### CERTIFICATION

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

- A. I am a person or entity that is applying for a contract with the City of Los Angeles.
- B. The contract for which I am applying is an agreement for one of the following:
1. The performance of work or service to the City or the public;
  2. The provision of goods, equipment, materials, or supplies;
  3. Receipt of a grant of City financial assistance for economic development or job growth, as further described in Los Angeles Administrative Code § 10.40.1(h); or
  4. A public lease or license of City property where both of the following apply, as further described in Los Angeles Administrative Code § 10.37.1(i):
    - a. I provide services on the City property through employees, sublessees, sublicensees, contractors, or subcontractors, and those services:
      - i. Are provided on premises that are visited frequently by substantial numbers of the public; or
      - ii. Could be provided by City employees if the awarding authority had the resources; or
      - iii. Further the proprietary interests of the City, as determined in writing by the awarding authority.
    - b. I am not eligible for exemption from the City's living wage ordinance, as eligibility is described in Los Angeles Administrative Code § 10.37.1(i)(b).
- C. The value and duration of the contract for which I am applying is one of the following:
1. For goods or services contracts—a value of more than \$25,000 and a term of at least three months;
  2. For financial assistance contracts—a value of at least \$100,000 and a term of any duration; or
  3. For construction contracts, public leases, or licenses—any value and duration.
- D. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

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

Date: December 12, 2016

Signature:

Name:

Scott Bottomley

Title:

Vice President/General Manager

**Los Angeles Administrative Code § 10.40.1**

- (h) "City Financial Assistance Recipient" means any person who receives from the City discrete financial assistance in the amount of One Hundred Thousand Dollars (\$100,000.00) or more for economic development or job growth expressly articulated and identified by the City, as contrasted with generalized financial assistance such as through tax legislation.

Categories of such assistance shall include, but are not limited to, bond financing, planning assistance, tax increment financing exclusively by the City, and tax credits, and shall not include assistance provided by the Community Development Bank. City staff assistance shall not be regarded as financial assistance for purposes of this article. A loan shall not be regarded as financial assistance. The forgiveness of a loan shall be regarded as financial assistance. A loan shall be regarded as financial assistance to the extent of any differential between the amount of the loan and the present value of the payments thereunder, discounted over the life of the loan by the applicable federal rate as used in 26 U.S.C. Sections 1274(d), 7872(f). A recipient shall not be deemed to include lessees and sublessees.

**Los Angeles Administrative Code § 10.37.1**

- (i) "Public lease or license".

- (a) Except as provided in (i)(b), "Public lease or license" means a lease or license of City property on which services are rendered by employees of the public lessee or licensee or sublessee or sublicensee, or of a contractor or subcontractor, but only where any of the following applies:
- (1) The services are rendered on premises at least a portion of which is visited by substantial numbers of the public on a frequent basis (including, but not limited to, airport passenger terminals, parking lots, golf courses, recreational facilities); or
  - (2) Any of the services could feasibly be performed by City employees if the awarding authority had the requisite financial and staffing resources; or
  - (3) The DAA has determined in writing that coverage would further the proprietary interests of the City.
- (b) A public lessee or licensee will be exempt from the requirements of this article subject to the following limitations:
- (1) The lessee or licensee has annual gross revenues of less than the annual gross revenue threshold, three hundred fifty thousand dollars (\$350,000), from business conducted on City property;
  - (2) The lessee or licensee employs no more than seven (7) people total in the company on and off City property;
  - (3) To qualify for this exemption, the lessee or licensee must provide proof of its gross revenues and number of people it employs in the company's entire workforce to the awarding authority as required by regulation;
  - (4) Whether annual gross revenues are less than three hundred fifty thousand dollars (\$350,000) shall be determined based on the gross revenues for the last tax year prior to application or such other period as may be established by regulation;
  - (5) The annual gross revenue threshold shall be adjusted annually at the same rate and at the same time as the living wage is adjusted under section 10.37.2 (a);
  - (6) A lessee or licensee shall be deemed to employ no more than seven (7) people if the company's entire workforce worked an average of no more than one thousand two-hundred fourteen (1,214) hours per month for at least three-fourths (3/4) of the time period that the revenue limitation is measured;
  - (7) Public leases and licenses shall be deemed to include public subleases and sublicenses;
  - (8) If a public lease or license has a term of more than two (2) years, the exemption granted pursuant to this section shall expire after two (2) years but shall be renewable in two-year increments upon meeting the requirements therefor at the time of the renewal application or such period established by regulation.

**Affirmative Action**

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## **AFFIRMATIVE ACTION**

Pursuant to the LAAC, Division 10, Chapter 1, Article 1, Sections 10.8. et seq. and the Board of Airport Commissioners Resolution No. 23772, it is the policy of the City of Los Angeles to require each person or entity contracting for goods or services to comply with the Non-discrimination, Equal Employment Practices, and Affirmative Action Program provisions of the City of Los Angeles.

All Bidders/Proposers must agree to adhere to the Non-Discrimination provision, designate an Equal Employment Opportunity Officer and provide his/her contact info in the Vendor Identification Form enclosed in this administrative requirements package.



**Los Angeles Administrative Code, Division 10, Chapter 1, Article 1, Sections 10.8-10.13**

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

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

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

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

Section History: Based on Ord. No. 132,533, Eff. 7-25-66; Amended by: Ord. No. 147,030, Eff. 4-28-75; Ord. No. 173,186, Eff. 5-22-00.

**Sec. 10.8.1. Definitions.**

The following definitions shall apply to the following terms used in this article:

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

**"Contract"** means any agreement, franchise, lease, or concession, including agreements for any occasional professional or technical personal services, for the performance of any work or service, the provision of any materials or supplies, or the rendition of any service to the City of Los Angeles or to the public, which is let, awarded or entered into with, or on behalf of, the City of Los Angeles or any awarding authority thereof.

**"Contractor"** means any person, firm, corporation, partnership, or any combination thereof, who submits a bid or proposal or enters into a contract with any awarding authority of the City of Los Angeles.

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

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

**"Office of Contract Compliance"** is that office of the Department of Public Works of the City of Los Angeles created by Article X of Chapter 13 of Division 22 of the Los Angeles Administrative Code.

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

Section History: Amended by: Ord. No. 147,030, Eff. 4-28-75; "Affirmative Action," Ord. No. 164,516, Eff. 4-13-89; "Affirmative Action," Ord. No. 188,244, Eff. 10-18-92; "Domestic partners" added, Ord. No. 172,909, Eff. 1-9-00; first two definitions deleted, Ord. No. 173,186, Eff. 5-22-00; "Domestic partners," Ord. No. 175,115, Eff. 4-12-03.

**Sec. 10.8.1.1. Summary of Thresholds.**

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

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

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

**Affirmative Action Program** as outlined in Sections 10.8.4 and 10.13 of this Code, applies to all Construction Contracts of \$5,000 or more and all non-Construction Contracts of \$100,000 or more.

Section History: Added by Ord. No. 173,186, Eff. 5-22-00.

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

Notwithstanding any other provision of any ordinance of the City of Los Angeles to the contrary, every contract which is let, awarded or entered into with or on behalf of the City of Los

Angeles, shall contain by insertion therein a provision obligating the contractor in the performance of such contract not to discriminate in his or her employment practices against any employee or applicant for employment because of the applicant's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition. All contractors who enter into such contracts with the City shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

Section History: Added by Ord. No. 172,908, Eff. 1-9-00; Amended by: Ord. No. 173,054, Eff. 2-27-00; Ord. No. 173,058, Eff. 3-4-00; Ord. No. 173,142, Eff. 3-30-00; Ord. No. 173,285, Eff. 6-26-00, Oper. 7-1-00; In Entirety, Ord. No. 175,115, Eff. 4-12-03; Subsec. (b)(7), Ord. No. 176,155, Eff. 9-22-04.

### **Sec. 10.8.3. Equal Employment Practices Provisions.**

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is \$1,000 or more, and every construction contract for which the consideration is \$1,000 or more, shall contain the following provisions, which shall be designated as the **EQUAL EMPLOYMENT PRACTICES** provision of such contract:

A. During the performance of this contract, the contractor agrees and represents that it will provide equal employment practices and the contractor and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

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

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

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

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

C. As part of the City's supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, the contractor shall certify in the specified format that he or she has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

D. The contractor shall permit access to and may be required to provide certified copies of all of his or her records

pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of City contracts. On their or either of their request the contractor shall provide evidence that he or she has or will comply therewith.

E. The failure of any contractor to comply with the Equal Employment Practices provisions of this contract may be deemed to be a material breach of City contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.

F. Upon a finding duly made that the contractor has failed to comply with the Equal Employment Practices provisions of a City contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, such contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until the contractor shall establish and carry out a program in conformance with the provisions hereof.

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

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

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

J. At the time a supplier registers to do business with the City, or when an individual bid or proposal is submitted, the contractor shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of City Contracts.

K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

1. Hiring practices;
2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
3. Training and promotional opportunities; and

4. Reasonable accommodations for persons with disabilities.

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

Section History: Amended by: Ord. No. 147,030, Eff. 4-28-75; Paragraphs A., B., C., Ord. No. 164,516, Eff. 4-13-89; Paragraphs C., Ord. No. 168,244, Eff. 10-18-92; Ord. No. 173,186, Eff. 5-22-00; Subsec. F Ord. No. 173,285, Eff. 6-26-00, Oper. 7-1-00.

#### **Sec. 10.8.4. Affirmative Action Program Provisions.**

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is \$100,000 or more and every construction contract with or on behalf of the City of Los Angeles for which the consideration is \$5,000 or more shall contain the following provisions which shall be designated as the **AFFIRMATIVE ACTION PROGRAM** provisions of such contract:

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

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

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

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

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

C. As part of the City's supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, the contractor shall certify on an electronic or hard copy form to be supplied, that the contractor has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

D. The contractor shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by

the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of City contracts, and on their or either of their request to provide evidence that it has or will comply therewith.

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

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

G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that the contractor has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a City contract, there may be deducted from the amount payable to the contractor by the City of Los Angeles under the contract, a penalty of TEN DOLLARS (\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a City contract.

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

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

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

K. The contractor shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or proposal or at the time it registers to do business with the City. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve

or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, the contractor may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, the contractor must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.

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

(2) A contractor may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.

L. The Office of Contract Compliance shall annually supply the awarding authorities of the City with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and the contractor.

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

1. Apprenticeship where approved programs are functioning and other on-the-job training for non-apprenticeable occupations;
2. Classroom preparation for the job when not apprenticeable;
3. Pre-apprenticeship education and preparation;
4. Upgrading training and opportunities;
5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
6. The entry of qualified women, minority and all other journeymen into the industry; and
7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.

N. Any adjustments which may be made in the contractor's or supplier's work force to achieve the requirements of the City's Affirmative Action Contract

Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the work force or replacement of those employees who leave the work force by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.

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

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

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

Section History: Amended by Ord. No. 147,030, Eff. 4-28-75; Paragraphs A., B., C., Ord. No. 164,516, Eff. 4-13-89; Paragraphs B. and C., Ord. No. 168,244, Eff. 10-18-92; Title and Section, Ord. No. 173,186, Eff. 5-22-00; Subsec. F, Ord. No. 173,285, Eff. 6-26-00, Oper. 7-1-00.

# Assignment of Anti-Trust Claims

#### **ASSIGNMENT OF ANTI-TRUST CLAIMS**

It is the policy of Los Angeles World Airports ("LAWA") to inform each Bidder/Proposer that in submitting a bid/proposal to LAWA, the Bidder/Proposer may be subject to California Government Code Sections 4550 – 4554. If applicable, the Bidder/Proposer offers and agrees that if the bid is accepted, it will assign to LAWA all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act or under the Cartwright Act, arising from purchases of goods, services, or materials by the Bidder/Proposer. Such assignment is made and becomes effective at the time LAWA tenders final payment to the Bidder/Proposer.

## **GOVERNMENT CODE**

### **SECTION 4550-4554**

4550. As used in this chapter:

(a) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the state or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

(b) "Public purchasing body" means the state or the subdivision or agency making a public purchase.

4552. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

The preceding provisions of this section shall be included in full in any specifications for the public purchase and shall be included in full in the bid agreement or general provisions incorporated into the bid agreement.

4553. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

In state contracts, the preceding provisions of this section shall be included in full in any specifications for the public purchase and shall be included in full in the bid agreement or general provisions incorporated into the bid agreement.

4554. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action.

In state contracts, the preceding provisions of this section shall be included in full in any specifications for the public purchase and shall be included in full in the bid agreement or general provisions incorporated into the bid agreement.

# Child Support Obligations

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#### **CHILD SUPPORT OBLIGATIONS**

Pursuant to the LAAC, Division 10, Chapter 1, Article 1, Section 10.10, contractors and subcontractors performing work for the City must comply with all reporting requirements and Wage and Earning Assignment Orders relative to legally mandated child support and certify that contractors/subcontractors will maintain such compliance throughout the term of the contract.

## **Sec. 10.10. Child Support Assignment Orders.**

### **a. Definitions.**

1. **Awarding Authority** means a subordinate or component entity or person of the City (such as a City department or Board of Commissioners) that has the authority to enter into a contract or agreement for the provision of goods or services on behalf of the City of Los Angeles.

2. **Contract** means any agreement, franchise, lease or concession including an agreement for any occasional professional or technical personal services, the performance of any work or service, the provision of any materials or supplies, or the rendering of any service to the City of Los Angeles or to the public which is let, awarded or entered into with, or on behalf of, the City of Los Angeles or any awarding authority thereof.

3. **Contractor** means any person, firm, corporation, partnership or any combination thereof which submits a bid or proposal or enters into a contract with any awarding authority of the City of Los Angeles.

4. **Subcontractor** means any person, firm, corporation, partnership or any combination thereof who enters into a contract with a contractor to perform or provide a portion of any contract with the City.

5. **Principal Owner** means any person who owns an interest of 10 percent or more in a contractor or subcontractor as defined herein.

b. **Mandatory Contract Provisions.** Every contract that is let, awarded or entered into with or on behalf of the City of Los Angeles shall contain a provision obligating the contractor or subcontractor to fully comply with all applicable State and Federal employment reporting requirements for the contractor or subcontractor's employees. The contractor or subcontractor will also be required to certify that the principal owner(s) thereof are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally, that the contractor or subcontractor will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments in accordance with California Family Code §§5230 *et seq.* and that the contractor or subcontractor will maintain such compliance throughout the term of the contract.

Failure of a contractor or subcontractor to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignments or Notices of Assignment or failure of the principal owner(s) to comply with any Wage and Earnings Assignments or Notices of Assignment applicable to them personally shall constitute a default under the contract. Failure of the contractor or

subcontractor or principal owner thereof to cure the default within 90 days of notice of such default by the City shall subject the contract to termination.

c. **Notice to Bidders.** Each awarding authority shall be responsible for giving notice of the provisions of this ordinance to those who bid on, or submit proposals for, prospective contracts with the City.

d. **Current Contractor Compliance.** Within 30 days of the operative date of this ordinance, the City, through its operating departments, shall serve upon existing contractors a written request that they and their subcontractors (if any) comply with all applicable State and Federal employment reporting requirements for the contractor and subcontractor's employees, that they certify that the principal owner(s) of the contractor and any subcontractor are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally, that the contractor and subcontractor will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments in accordance with California Family Code §§5230 *et seq.* and that the contractor and subcontractor will maintain such compliance throughout the term of the contract.

e. **City's Compliance with California Family Code.** The City shall maintain its compliance with the provisions of California Family Code §§5230 *et seq.* and all other applicable law regarding its obligations as an employer to implement lawfully served Wage and Earnings Assignments and Notices of Assignment.

f. **Report of Employees Names to District Attorney.**

1. The City shall maintain its current practice of assisting the District Attorney's support enforcement activities by annually reporting to the Los Angeles County District Attorney the names of all of its employees and retirees so that the District Attorney may identify those employees and retirees subject to Wage and Earnings Assignment Orders and Notices of Assignment and may establish court orders for support, where appropriate. Should the District Attorney so request it, the City will provide such information on a more frequent basis.

2. All applicants for employment with the City of Los Angeles will be asked to acknowledge their responsibility to comply with any court-ordered support obligations and will be advised of the City's practice of assisting the District Attorney as described in the provisions of Subsection f.1., above.

## **SECTION HISTORY**

Added by Ord. No. 172,401, Eff.2-13-99.

## ALTERNATIVE FUEL VEHICLE REQUIREMENT PROGRAM

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**ALTERNATIVE FUEL VEHICLE REQUIREMENT PROGRAM  
(LAX ONLY)**

**I. Definitions.**

The following capitalized terms shall have the following meanings. All definitions include both the singular and plural form.

"Airport Contract" shall mean a contract awarded by LAWA and pertaining to LAX, and subcontracts of any level under such a contract.

"Airport Contractor" shall mean (i) any entity awarded an Airport Contract, and subcontractors of any level working under an Airport Contract; (ii) any contractors that have entered into a contract with an Airport Lessee to perform work on property owned by LAWA and pertaining to LAX, and any subcontractors working in furtherance of such a contract; and (iii) any contractor that have entered into a contract with an Airport Licensee to perform work pertaining to LAX, and any subcontractors working under such a contract.

"Airport Lessee" shall mean any entity that leases or subleases any property owned by LAWA and pertaining to LAX.

"Airport Licensee" shall mean any entity issued a license or permit by LAWA for operations that pertain to LAX.

"Alternative-Fuel Vehicle" shall mean a vehicle that is not powered by petroleum-derived gasoline or diesel fuel. Alternative-Fuel Vehicles include, but are not limited to, vehicles powered by compressed or liquefied natural gas, liquefied petroleum gas, methanol, ethanol, electricity, fuel cells, or other advanced technologies. Vehicles that are powered with a fuel that includes petroleum-derived gasoline or diesel are Alternative-Fuel Vehicles only if the petroleum-derived energy content of the fuel is no more than twenty percent (20%) of the total energy content of the fuel. Vehicles powered by dual fuel technologies are Alternative-Fuel Vehicles only if no more than twenty-percent (20%) of the fuel used by the engine comes from a petroleum-derived fuel. Vehicles powered by fuels that are derived from sources other than petroleum, but that can be used in conventional spark or combustion-ignition engines, are Alternative-Fuel Vehicles.

"CARB" shall mean the California Air Resources Board.

"Comparable Emissions Vehicle" shall mean a vehicle powered by an engine certified by CARB operating on petroleum-derived gasoline or diesel fuel that has criteria pollutant emissions less than or equal to a comparable alternative fuel engine.

"Covered Vehicles" is defined in Section II below.

"EPA" shall mean the United States Environmental Protection Agency.

"Independent Third Party Monitor" shall mean a person or entity empowered by LAWA to monitor compliance with and/or implementation of particular requirements in this policy.

"LAWA" shall mean Los Angeles World Airports.

"LAX" shall mean Los Angeles International Airport.

"Least-Polluting Available Vehicle" shall mean a vehicle that (i) is determined by an Independent Third Party Monitor to be (x) commercially available, (y) suitable for performance of a particular task, and (z) certified by CARB or EPA to meet the applicable engines emission standard in effect at the time of purchase; and (ii) is equipped with a retrofit device that reduces NOx emissions by at least twenty-five percent (25%) and reduces particulate matter by at least eighty-five percent (85%). Where more than one vehicle meets these requirements for a particular task, LAWA, working with the Independent Third Party Monitor, will designate as the Least-Polluting Available Vehicle the vehicle that emits the least amount of criteria air pollutants.

"Operator" shall mean any Airport Contractor, Airport Lessee, or Airport Licensee.

**II. Covered Vehicles.** The requirements under this Attachment shall apply to all on-road vehicles, including trucks, shuttles, passenger vans, and buses that are 8,500 lbs gross vehicle weight rating or more and are used in operations related to LAX ("Covered Vehicles").

**III. Conversion Schedule.**

- A. By January 31, 2010, fifty percent (50%) of the Covered Vehicles operated by an Operator shall be Alternative-Fuel Vehicles or Comparable Emissions Vehicles.
- B. By January 31, 2015, one hundred percent (100%) of the Covered Vehicles operated by an Operator shall be Alternative-Fuel Vehicles or Comparable Emissions Vehicles.

**IV. Least-Polluting Available Vehicles.** In cases where an Operator cannot comply with the requirements established pursuant to Section III above because neither Alternative-Fuel Vehicles nor Comparable Emissions Vehicles are commercially available for performance of particular tasks, LAWA will instead require Operators to use Least-Polluting Available Vehicles for such tasks. An Independent Third Party Monitor will determine on an annual basis whether Alternative-Fuel Vehicles or Comparable Emissions Vehicles are commercially available to perform particular tasks, and, in cases where Alternative-Fuel Vehicles are not commercially available for performance of a particular task, will identify the Least-Polluting Available Vehicle for performance of that task.

**V. Written Reports.** Operator shall complete and submit to LAWA the vehicle information required on the reporting form accessible on-line at <https://online.lawa.org/altfuel/> on a semi-annual basis. The reporting form may be amended from time to time by LAWA.

# **ATTACHMENT 1**

(The following administrative requirements are language only for your information. There are no forms to be submitted.)

Insurance

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## INSURANCE REQUIREMENTS FOR LOS ANGELES WORLD AIRPORTS

NAME: \*\*\*\*\*  
AGREEMENT / ACTIVITY: RFB (7907) – ASPHALT MIXES FOR LAX & VNY  
LAWA DIVISION: Maintenance Services Division

The Insured must maintain insurance coverage at limits normally required of its type operation; however, the following coverage noted with an "X" is the minimum required and must be at least the level of the limits indicated. All policies must be occurrence based with the minimum required per occurrence limits indicated below.

### LIMITS

☒ Workers' Compensation (Statutory)/Employer's Liability  
    ☒ Voluntary Compensation Endorsement  
    ☒ Waiver of Subrogation  
        (Please see attached supplement)

Statutory

☒ Commercial Automobile Liability - covering owned, non-owned & hired auto

\$10,000,000 CSL

☒ Aviation/Airport or Commercial General Liability, including the following coverage:

\$10,000,000

- ☒ Premises and Operations
- ☒ Contractual (Blanket/Schedule)
- ☒ Independent Contractors
- ☒ Personal Injury
- ☒ Products/Completed Operations
- ☒ Additional Insured Endorsement  
    (Please see attached supplement).
- ☐ Explosion, Collapse & Underground  
    (required when work involves digging, excavation, grading or use of explosive materials.)
- ☐ Hangarkeepers Legal Liab. (At least at a limit of liability of \$ 1 million)

Pollution Legal Liability  
    \*\*\* Must meet contractual requirements

\$ \*\*\*

**CONTRACTOR SHALL BE HELD RESPONSIBLE FOR OWN OR HIRED EQUIPMENT AND SHALL HOLD AIRPORT HARMLESS FROM LOSS, DAMAGE OR DESTRUCTION TO SUCH EQUIPMENT.**

**INSURANCE COMPANIES WHICH DO NOT HAVE AN AM BEST RATING OF A- OR BETTER, AND HAVE A MINIMUM FINANCIAL SIZE OF AT LEAST 4, MUST BE REVIEWED FOR ACCEPTABILITY BY RISK MANAGEMENT.**

**PLEASE RETURN THIS FORM WITH EVIDENCE OF INSURANCE**



All Operations

**Certificate of Insurance**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON YOU THE CERTIFICATE HOLDER. THIS CERTIFICATE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW. POLICY LIMITS ARE NO LESS THAN THOSE LISTED, ALTHOUGH POLICIES MAY INCLUDE ADDITIONAL SUBLIMITS LIMITS NOT LISTED BELOW.

**This is to Certify that**

Sully Miller Contracting Company and/or  
d/b/a Blue Diamond Materials  
135 State College Blvd.  
Suite 400  
Brea CA 92821

NAME AND  
ADDRESS  
OF INSURED



**Liberty Mutual.**  
**INSURANCE**

is, at the issue date of this certificate, insured by the Company under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and conditions and is not altered by any requirement, term or condition of any contract or other document with respect to which this certificate may be issued.

TYPE OF POLICY	EXP DATE <input type="checkbox"/> CONTINUOUS <input type="checkbox"/> EXTENDED <input checked="" type="checkbox"/> POLICY TERM	POLICY NUMBER	LIMIT OF LIABILITY
<b>WORKERS COMPENSATION</b>	4/1/2017	WC7-631-004125-656	COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATES: All States except: ND, OH, WA, WY  <b>EMPLOYERS LIABILITY</b> Bodily Injury by Accident <b>\$2,000,000</b> Each Accident Bodily Injury By Disease <b>\$2,000,000</b> Policy Limit Bodily Injury By Disease <b>\$2,000,000</b> Each Person
<b>COMMERCIAL GENERAL LIABILITY</b> <input checked="" type="checkbox"/> OCCURRENCE <input type="checkbox"/> CLAIMS MADE  <div>RETRO DATE</div>	4/1/2017	TB2-631-004125-666 -Includes Per Project Aggregate -Includes XCU	General Aggregate <b>\$3,000,000</b> Products / Completed Operations Aggregate <b>\$3,000,000</b> Each Occurrence <b>\$2,000,000</b> Personal & Advertising Injury <b>\$2,000,000</b> Per Person / Organization Other Damages to Premises: \$100,000 Other Medical Payments: \$10,000
<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> OWNED <input checked="" type="checkbox"/> NON-OWNED <input checked="" type="checkbox"/> HIRED	4/1/2017	AS2-631-004125-676	Each Accident—Single Limit <b>\$2,000,000</b> B.I. And P.D. Combined Each Person Each Accident or Occurrence Each Accident or Occurrence
<b>OTHER</b>			
<b>ADDITIONAL COMMENTS</b> See Addendum			

\* If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date.

**NOTICE OF CANCELLATION:** (NOT APPLICABLE UNLESS A NUMBER OF DAYS IS ENTERED BELOW.)  
BEFORE THE STATED EXPIRATION DATE THE COMPANY WILL NOT CANCEL OR REDUCE THE INSURANCE AFFORDED UNDER THE ABOVE POLICIES UNTIL AT LEAST 30 DAYS NOTICE OF SUCH CANCELLATION HAS BEEN MAILED TO:

**Liberty Mutual  
Insurance Group**

Certificate  
Holder

Los Angeles World Airports  
Board of Airport Commissioners  
7301 World Way West, 2nd Floor  
LAWA's Administration West Building  
Los Angeles CA 90045-5803

*Carmen Ayala*

Carmen Ayala

AUTHORIZED REPRESENTATIVE

New York / 0202  
114 West 47th St.

New York

NY 10036

212-391-7500

3/28/2016

OFFICE

PHONE

DATE ISSUED

This certificate is executed by LIBERTY MUTUAL INSURANCE GROUP as respects such insurance as is afforded by those Companies NM 772 07-10

20160704 : LM 57 : 4/16-4/17 - Sully Miller - All Lines : Lonna Smitala : 3/28/2016 3:25:58 PM (CDT) : Page 1 of 2

LDI COL 268896 02 11



# CERTIFICATE OF LIABILITY INSURANCE

COLAINC-02

NADARTS

DATE (MM/DD/YYYY)

4/5/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Willis of New York, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 37230-5191		<b>CONTACT NAME:</b> Willis Towers Watson Certificate Center <b>PHONE (A/C, No, Ext):</b> (877) 945-7378 <b>FAX (A/C, No):</b> (888) 467-2378 <b>E-MAIL ADDRESS:</b> certificates@willis.com	
<b>INSURED</b> Sully-Miller Contracting Company and D/B/A: Blue Diamond Materials 135 S. State College Blvd., Ste. 400 Brea, CA 92821		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Liberty Mutual Fire Insurance Company <b>NAIC #</b> 23035 <b>INSURER B:</b> Berkshire Hathaway Specialty Insurance Company <b>22276</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	X	TL2-631-510040-826	04/01/2016	04/01/2017	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Lead Excess Liab.	X	43-XSF-302408-01	04/01/2016	04/01/2017	Occurrence/Aggregate 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Re: All Operations of Named Insured  
Umbrella/Excess policy is 'follow form' and is subject to all of the terms and conditions of the underlying policy(ies).

<b>CERTIFICATE HOLDER</b>  Los Angeles World Airports Board of Airport Commissioners 1 World Way Los Angeles, CA 90045-5803	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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### Addendum

**UNDERLYING POLICIES:** The insurance policies underlying Excess Policy no. TL2-631-510040-826:

CARRIER	COVERAGE	POLICY NO.	TERM
Liberty Mutual Fire Ins Co	General Liability	TB2-631-004125-726	04/01/16 - 04/01/17
Liberty Mutual Fire Ins Co	General Liability	TB2-631-004202-586	04/01/16 - 04/01/17
Liberty Mutual Fire Ins Co	General Liability	TB2-631-004090-606	04/01/16 - 04/01/17
Liberty Mutual Fire Ins Co	General Liability	TB2-631-004125-696	04/01/16 - 04/01/17
Liberty Mutual Fire Ins Co	General Liability	TB2-631-004125-786	04/01/16 - 04/01/17
Liberty Mutual Fire Ins Co	General Liability	TB2-631-004090-876	04/01/16 - 04/01/17
Liberty Mutual Fire Ins Co	General Liability	TB2-631-004125-666	04/01/16 - 04/01/17
Liberty Mutual Fire Ins Co	General Liability	TB2-631-509718-536	04/01/16 - 04/01/17
Liberty Mutual Fire Ins Co	General Liability	TB2-631004090-026	04/01/16 - 04/01/17
Liberty Mutual Fire Ins Co	Business Automobile	AS2-631-004090-036	04/01/16 - 04/01/17
Liberty Mutual Fire Ins Co	Business Automobile	AS2-631-004090-616	04/01/16 - 04/01/17
Liberty Mutual Fire Ins Co	Business Automobile	AS2-631-004090-866	04/01/16 - 04/01/17
Liberty Mutual Fire Ins Co	Business Automobile	AS2-631-004125-676	04/01/16 - 04/01/17
Liberty Mutual Fire Ins Co	Business Automobile	AS2-631-004125-706	04/01/16 - 04/01/17
Liberty Mutual Fire Ins Co	Business Automobile	AS2-631-004125-736	04/01/16 - 04/01/17
Liberty Mutual Fire Ins Co	Business Automobile	AS2-631-004125-796	04/01/16 - 04/01/17
Liberty Mutual Fire Ins Co	Business Automobile	AS2-631-004202-596	04/01/16 - 04/01/17

**UNDERLYING POLICIES:** The insurance policies underlying Excess Policy no. 43-XSF-302408-01:

Liberty Mutual Fire Ins Co	Excess Liability	TL2-631-510040-826	04/01/16 - 04/01/17
Liberty Mutual Fire Ins Co	Workers Compensation	WC7-631-004090-016	04/01/16 - 04/01/17
Liberty Mutual Fire Ins Co	Workers Compensation	WC7-631-004090-596	04/01/16 - 04/01/17
Liberty Mutual Fire Ins Co	Workers Compensation	WC7-631-004090-856	04/01/16 - 04/01/17
Liberty Mutual Fire Ins Co	Workers Compensation	WC7-631-004125-656	04/01/16 - 04/01/17
Liberty Mutual Fire Ins Co	Workers Compensation	WC7-631-004125-686	04/01/16 - 04/01/17
Liberty Mutual Fire Ins Co	Workers Compensation	WC7-631-004125-716	04/01/16 - 04/01/17
Liberty Mutual Fire Ins Co	Workers Compensation	WC7-631-004125-776	04/01/16 - 04/01/17
Liberty Mutual Fire Ins Co	Workers Compensation	WC7-631-004202-576	04/01/16 - 04/01/17

AGENCY CUSTOMER ID: LM\_57

LOC #: \_\_\_\_\_



# **ADDITIONAL REMARKS SCHEDULE**

Page \_\_\_\_ of \_\_\_\_

<b>AGENCY</b> Liberty Mutual Insurance Co. Nat'l Ins Northeast		<b>NAMED INSURED</b> Sully Miller Contracting Company and/or d/b/a Blue Diamond Materials 135 State College Blvd. Suite 400 Brea CA 92821
<b>POLICY NUMBER</b>		<b>EFFECTIVE DATE:</b>
<b>CARRIER</b>	<b>NAIC CODE</b>	

## **ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** NM **FORM TITLE:** Certificate of Casualty Insurance (07/10)

**HOLDER:** Los Angeles World Airports Board of Airport Commissioners

**ADDRESS:** 7301 World Way West, 2nd Floor LAWA's Administration West Building Los Angeles CA 90045-5803

All Operations of Named Insured, are additional insured with regards to general liability and auto liability as their interests may appear where required by written contract. The insurance afforded by the GL policy for the benefit of the additional insured shall be primary and non-contributory. Waiver of subrogation in favor of the certificate holder on General Liability applies only to specific jobs of the insured performed under written contract. The General Liability Policy includes "Severability of Interest" and "Cross Liability" Clauses.

POLICY NUMBER: TB2-631-004125-666

COMMERCIAL GENERAL LIABILITY  
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**SCHEDULE**

Name Of Additional Insured Person(s)  
Or Organization(s):

Location(s) Of Covered Operations

Los Angeles World Airports Board of Airport  
Commissioners 7301 World Way West, 2nd floor  
LAWA's Administrative West Building Los Angeles, CA  
90045-5830

All operations of the named insured

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

POLICY NUMBER: TB2-631-004125-666

COMMERCIAL GENERAL LIABILITY  
CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**SCHEDULE**

Name Of Additional Insured Person(s)  
Or Organization(s):

Location And Description Of Completed Operations

Los Angeles World Airports Board of Airport  
Commissioners 7301 World Way West, 2nd Floor  
LAWA's Administrative West Building Los Angeles, CA  
90045-5830

Project: All Operations of the named insured

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

<b>Name Of Person Or Organization:</b>  Los Angeles World Airports Board of Airport Commissioners 7301 World Way West, 2 <sup>nd</sup> Floor LAWA's Administrative West Building Los Angeles, CA 90046-6830
<b>All Operations of the named insured.</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

This endorsement is executed by the LIBERTY MUTUAL FIRE INSURANCE COMPANY

Premium \$

Effective Date

Expiration Date

For attachment to Policy No

TB2-631-004125-666

Audit Basis

Issued To

Countersigned by

Authorized Representative

Issued

Sales Office and No.

End. Serial No.

POLICY NUMBER: AS2-631-004125-676

COMMERCIAL AUTO  
CA 04 44 10 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**SCHEDULE**

<b>Name(s) Of Person(s) Or Organization(s):</b> Los Angeles World Airports Board of Airport Commissioners 7301 World Way West, 2nd Floor LAWA's Administrative West Building Los Angeles, CA 90045-5830
<b>Project:</b> All operations of the Named Insured
<b>Premium:</b> \$ INCL
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.



**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT –  
CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 0% of the California workers' compensation premium otherwise due on such remuneration.

**Schedule**

Additional premium is a percent of the California Manual Workers Compensation premium. Subject to a minimum premium charge of \$

Person or Organization

Los Angeles World Airports, the City of Los Angeles, its Department of Airport, the Board and all of its Officers, employees and agents, their successors and assigns

Job Description

Premium is included in the state's blanket waiver premium charge.

Issued by Co 7 - Liberty Insurance Corporation

For attachment to Policy No. WC7-631-004125-656 Effective Date

Premium \$

Issued to

## **INSURANCE REQUIREMENTS FOR LOS ANGELES WORLD AIRPORTS (SUPPLEMENT)**

The only evidence of insurance accepted will be either a Certificate of Insurance and/or a True and Certified copy of the policy. The following items must accompany the form of evidence provided:

- **Endorsements:**

1. Workers Compensation Waiver of Subrogation Endorsement
  - WC 04 03 06 or similar
2. General Liability Additional Insured Endorsements
  - ISO Standard Endorsements
  - Ongoing and products-completed operations

- A typed legible name of the Authorized Representative must accompany the signature on the Certificate of Insurance and/or the True and Certified copy of the policy.

- **Certificate Holder:**

Los Angeles World Airports  
PO Box 92216  
Los Angeles, CA 90009

## **Insurance**

Contractor shall procure at its own expense, and keep in effect at all times during the term of this Agreement, the types and amounts of insurance specified herein. The specified insurance shall also, either by provisions in the policies or by endorsement attached to such policies, specifically name the City of Los Angeles, Los Angeles World Airports, its Board of Airport Commissioners (hereinafter referred to as "Board"), and all of its officers, employees, and agents, their successors and assigns, as additional insureds, against the area of risk described herein as respects Contractor's acts or omissions in its operations, use and occupancy of the premises hereunder or other related functions performed by or on behalf of Contractor on Airport.

With respect to Workers' Compensation, the Contractor shall, by specific endorsement, waive its right of subrogation against the City of Los Angeles, Los Angeles World Airports, its Board, and all of its officers, employees and agents, their successors and assigns.

Each specified insurance policy (other than Workers' Compensation and Employers' Liability and fire and extended coverages) shall contain a Severability of Interest (Cross Liability) clause which states, "It is agreed that the insurance afforded by this policy shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability," and a Contractual Endorsement which shall state, "Such insurance as is afforded by this policy shall also apply to liability assumed by the insured under this Agreement with the City of Los Angeles."

All such insurance shall be primary and noncontributing with any other insurance held by City's Department of Airport where liability arises out of or results from the acts or omissions of Contractor, its agents, employees, officers, assigns, or any person or entity acting for or on behalf of Contractor.

Such policies may provide for reasonable deductibles and/or retentions acceptable to the Executive Director of the Department of Airport (hereinafter referred to as "Executive Director") based upon the nature of Contractor's operations and the type insurance involved.

City shall have no liability for any premiums charged for such coverage(s). The inclusion of City, its Department of Airports, its Board, and all of its officers, employees and agents, and their agents and assigns, as insureds, is not intended to, and shall not, make them, or any of them a partner or joint venture with Contractor in its operations at Airport.

In the event Contractor fails to furnish City evidence of insurance and maintain the insurance as required, City, upon ten (10) day prior written notice to comply, may (but shall not be required to) procure such insurance at the cost and expense of Contractor, and Contractor agrees to promptly reimburse City for the cost thereof plus fifteen percent (15%) for administrative overhead.

At least ten (10) days prior to the expiration date of any of the above policies, documentation showing that the insurance coverage has been renewed or extended shall be filed with City. If such coverage is canceled or reduced, Contractor shall, within fifteen (15) days of such cancellation or reduction of coverage, file with City evidence that the required insurance has been reinstated or provided through another insurance company or companies.

Contractor shall provide proof of all specified insurance and related requirements to City either by production of the actual insurance policy(ies), by a broker's letter acceptable to the Executive Director in both form and content in the case of foreign insurance syndicates, or by other written evidence of insurance acceptable to the Executive Director. The documents evidencing all specific coverages shall be filed with City prior to Contractor occupying the premises hereunder. The documents shall contain the applicable policy number, the inclusive dates of policy coverages and the insurance carrier's name, shall bear signature and the typed name of an authorized representative of said carrier, and shall provide that such insurance shall not be subject to cancellation, reduction in coverage or nonrenewal except after written notice by certified mail, return receipt requested, to the City Attorney of the City of Los Angeles at least thirty (30) days prior to the effective date thereof.

City and Contractor agree that the insurance policy limits specified herein shall be reviewed for adequacy annually throughout the term of this Agreement by Executive Director, who may thereafter require Contractor to adjust the amounts of insurance coverage to whatever amount Executive Director deems to be adequate. City reserves the right to have submitted to it, upon request, all pertinent information about the agent and carrier providing such insurance.

### **City Held Harmless**

To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless City and any and all of City's Boards, officers, agents, employees, assigns and successors in interest from and against any and all suits, claims, causes of action, liability, losses, damages, demands or expenses (including, but not limited to, attorney's fees and costs of litigation), claimed by anyone (including Contractor and/or Contractor's agents or employees) by reason of injury to, or death of, any person(s) (including Contractor and/or Contractor's agents or employees), or for damage to, or destruction of, any property (including property of Contractor and/or Contractor's agents or employees) or for any and all other losses, founded upon or alleged to arise out of, pertain to, or relate to the Contractor's and/or Sub-Contractor's performance of the Contract, whether or not contributed to by any act or omission of City, or of any of City's Boards, officers, agents or employees. Provided, however, that where such suits, claims, causes of action, liability, losses, damages, demands or expenses arise from or relate to Contractor's performance of a "Construction Contract" as defined by California Civil Code section 2783, this paragraph shall not be construed to require Contractor to indemnify or hold City harmless to the extent such suits, causes of action, claims, losses,

demands and expenses are caused by the City's sole negligence, willful misconduct or active negligence. Provided further that where such suits, claims, causes of action, liability, losses, damages, demands or expenses arise from Consultant's design professional services as defined by California Civil Code section 2782.8, Consultant's indemnity obligations shall be limited to allegations, suits, claims, causes of action, liability, losses, damages, demands or expenses arising out of, pertaining to, or relating to the Consultant's negligence, recklessness or willful misconduct in the performance of the Contract.

In addition, Contractor agrees to protect, defend, indemnify, keep and hold harmless City, including its Boards, Departments and City's officers, agents, servants and employees, from and against any and all claims, damages, liabilities, losses and expenses arising out of any threatened, alleged or actual claim that the end product provided to LAWA by Contractor violates any patent, copyright, trade secret, proprietary right, intellectual property right, moral right, privacy, or similar right, or any other rights of any third party anywhere in the world. Contractor agrees to, and shall, pay all damages, settlements, expenses and costs, including costs of investigation, court costs and attorney's fees, and all other costs and damages sustained or incurred by City arising out of, or relating to, the matters set forth above in this paragraph of the City's "Hold Harmless" agreement.

In Contractor's defense of the City under this Section, negotiation, compromise, and settlement of any action, the City shall retain discretion in and control of the litigation, negotiation, compromise, settlement, and appeals there from, as required by the Los Angeles City Charter, particularly Article II, Sections 271, 272 and 273 thereof.

Survival. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

### ***Hazardous and Other Regulated Substances***

(a) Contractor agrees to accept sole responsibility for full compliance with any and all applicable present and future rules, regulations, restrictions, ordinances, statutes, laws and/or other orders of any governmental entity regarding the use, storage, handling, distribution, processing and/or disposal of hazardous wastes, extremely hazardous wastes, hazardous substances, hazardous materials, hazardous chemicals, toxic chemicals, toxic substances, pollutants, contaminants or other similarly regulated substances (hereinafter referred to as "hazardous substances") regardless of whether the obligation for such compliance or responsibility is placed on the owner of the land, on the owner of any improvements on the premises, on the user of the land or on the user of the improvements. Said hazardous substances shall include, but shall not be limited to, gasoline, aviation, diesel and jet fuels, lubricating oils and solvents. Contractor agrees that any damages, penalties or fines levied on City and/or Contractor as a result of noncompliance with any of the above shall be the sole responsibility of Contractor and further, that Contractor shall indemnify and pay and/or reimburse City for any damages, penalties or fines that City pays as a result of noncompliance with the above.

(b) In the case of any hazardous substance spill, leak, discharge or improper storage on the premises or contamination of same by any person, Contractor agrees to make or cause to be made any necessary repairs or corrective actions as well as to clean up and remove any leakage, contamination or contaminated ground. In the case of any hazardous substance spill, leak, discharge or contamination by Contractor or its employees, servants, agents, contractors or subcontractors which affects other property of City or its tenants' property, Contractor agrees to make or cause to be made any necessary corrective actions to clean up and remove any spill, leakage or contamination to the satisfaction of Executive Director. If Contractor fails to repair, cleanup, properly dispose of or take any other corrective actions as required herein, City may (but shall not be required to) take all steps it deems necessary to properly repair, clean up or otherwise correct the conditions resulting from the spill, leak or contamination. Any such repair, clean-up or corrective actions taken by City shall be at Contractor's sole cost and expense and Contractor shall indemnify and pay for and/or reimburse City for any and all costs (including any administrative costs) City incurs as a result of any repair, clean-up or corrective action it takes.

(c) If Contractor installs or uses already installed underground storage tanks, pipelines or other improvements on the specified premises for the storage, distribution, use, treatment or disposal of any hazardous substances, Contractor agrees, upon the expiration and/or termination of this Consent, to remove and/or clean up, at the sole option of Executive Director, the above-referred to improvements. Said removal and/or clean-up shall be at Contractor's sole cost and expense and shall be undertaken and completed in full compliance with all federal, state and local laws and regulations, as well as with the reasonable directions of Executive Director.

(d) Contractor shall promptly supply City with copies of all notices, reports, correspondence and submissions made by Contractor to any governmental entity regarding any hazardous substance spill, leak, discharge or clean-up including all test results.

(e) The provisions of this section shall survive the expiration or earlier termination of this Agreement.

## Frequently Asked Questions about LAWA Insurance Requirements

### RISK MANAGEMENT'S INSURANCE COMPLIANCE SECTION

1. **When should I comply with the Insurance Requirements?** The Risk Management Division's Insurance Compliance section is the first place to start if your proposal has been accepted or you have been awarded the bid. You cannot perform any work for the Department without approved evidence of insurance. Please be aware that if current evidence of insurance is not on file with the Insurance Compliance Section, invoices cannot be processed, badges cannot be issued and permits can not be processed.

OUR ACCOUNTING DIVISION HAS BEEN INSTRUCTED BY THE CITY CONTROLLER NOT TO PROCESS INVOICES UNLESS CURRENT EVIDENCE OF INSURANCE IS IN PLACE.

2. **What does LAWA consider as Acceptable Evidence of Insurance?**  
The only acceptable evidence of insurance is either a Certificate of Insurance or a True and Certified copy of a policy. The following items must accompany the form of evidence provided:
  - a. A copy of the Waiver of Subrogation Endorsement specifically naming Los Angeles World Airports on the schedule is required for Workers' Compensation. A BLANKET ENDORSEMENT AND/OR LANGUAGE ON A CERTIFICATE OF INSURANCE IS NOT ACCEPTABLE.
  - b. A copy of the Additional Insured Endorsement (CG 20 10 11 85 or similar) specifically naming Los Angeles World Airports on the schedule is required for General Liability. A BLANKET ENDORSEMENT AND/OR LANGUAGE ON A CERTIFICATE OF INSURANCE IS NOT ACCEPTABLE.
  - c. A legibly typed name of the Authorized Representative must accompany two signatures on the Certificate of Insurance and/or the True and Certified copy of the policy.
  - d. A copy of the Schedule of Underlying Coverage/Insurance is required for the Excess policy.
3. **Is there an added cost to adding Los Angeles Worlds Airports as Additional Insured?** Yes, there usually is an added cost to doing this. This fact should be considered when you are formulating your costs for the bid or proposal. Check with your insurance agent or broker.
4. **How can I obtain information on your Insurance Requirements?** An Insurance Requirement Sheet is included in the Proposal/Bid Package, which specifically outlines the types and amounts of coverage required. This Requirement Sheet should be passed on to your authorized insurance representative for review. You may also contact us at (424) 646-6480.
6. **Do I need to prepare more forms if I already have LAWA's evidence of insurance?** No. If you already have current evidence of insurance on file with our Risk Management's Insurance Compliance Section, it is not necessary to complete a new set of forms. Once documentation is in place, you do not need to go through the process for each project. However, please check with our office to be sure that all coverages are current. Your contract administrator can do this for you as well. Our office maintains a computerized record of your evidence of insurance.
6. **What insurance companies are acceptable to LAWA?** Insurance companies must have an A- or better rating and have a financial size of at least IV to be acceptable to LAWA. We use the A.M. Best Key Rating Guide as our reference.
7. **For how long will I need the insurance coverage?** If you are awarded a contract, there will be a provision in your contract which specifically states that it is your responsibility to maintain current evidence of insurance in our files for the contract period.
8. **How long does it take LAWA to process my evidence of insurance?** Your documents will be processed as soon as possible. Please submit your evidence of insurance documents to Risk Management's Insurance Compliance Section as soon as you are awarded the contract.
9. **When should I complete the evidence of insurance?** Do not spend any money to meet the insurance requirements until you awarded the contract by LAWA. Get an estimate or quote from your insurance agent or broker and factor that into the bid/proposal you are preparing. Enclose a statement, provided on your company letterhead, which states you have reviewed the insurance requirements and that you will provide the required evidence of insurance if you are awarded the contract.
10. **Where is the Risk Management Division's Insurance Compliance Section located?**  
7301 World Way West, 2<sup>nd</sup> Floor,  
LAWA's Administration West Building,  
Los Angeles, CA 90046  
(424) 646-6480  
Public Counter Hours: 7:00 a.m. to 3:30 p.m. M-F