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http://bpw.lacity.org

February 24, 2026

BPW-2025-0638

The Honorable City Council
Room No. 395
City Hall

REQUEST FOR QUALIFICATIONS (RFQ) – RAPID PEDESTRIAN FACILITY REPAIR PROGRAM CONTRACT SERIAL NO. 1

As recommended in the accompanying report of the City Engineer and the Director of the Bureau of Contract Administration, which this Board has adopted, the Board of Public Works recommends that the City Council:

1. AUTHORIZE the City Engineer to advertise and issue the RFQ for the purpose of establishing a pre-qualified list of contractors for urgent necessity design/build repairs of pedestrian facilities for the City of Los Angeles;

2. WAIVE the Business Inclusion Program outreach requirements from this RFQ for the reasons discussed in this report;

3. AUTHORIZE the staff from the Department of Public Works to evaluate and pre-qualify the respondents based on the requirements and procedures set forth in the RFQ;

4. DIRECT the City Engineer to submit the proposed contractors list to the Board for adoption with recommendations on executing the contracts with each of the selected contractors; and

5. FORWARD to the City Council a recommendation that pedestrian facilities repairs by the Sidewalk Repair Program be redeclared a matter of urgent necessity.

(W.O.: E1909521)

Fiscal Impact.: There are no funding authorizations necessary to advertise and issue this RFQ. Funding

information will be detailed in the forthcoming awarding board report to recommend establishment of the list.

Sincerely,

TJ Knight

TJ KNIGHT,
Asst. Executive Officer, Board of Public Works

TK:lc

BPW-2025-0638

Department of Public Works

SUBJECT TO THE CONDITIONS CONTAINED IN THE REPORT

ADOPTED BY THE BOARD PUBLIC WORKS OF THE CITY of Los Angeles California
FEB 20 2026
AND REFERRED TO THE CITY COUNCIL
Executive Officer
Board of Public Works

Bureau of Engineering
Bureau of Contract Administration
Joint Report No. 1

November 3, 2025
CD Nos. ALL

ISSUE A REQUEST FOR QUALIFICATIONS FOR THE PURPOSE OF ESTABLISHING A PRE-QUALIFIED LIST FOR THE RAPID PEDESTRIAN FACILITY REPAIR PROGRAM CONTRACT SERIAL NO. 1 (WORK ORDER NO. E1909521)

RECOMMENDING THE BOARD OF PUBLIC WORKS (BOARD):

1. AUTHORIZE the City Engineer to advertise and issue the Request for Qualifications (RFQ) for the purpose of establishing a pre-qualified list of contractors for urgent necessity design/build repairs of pedestrian facilities for the City of Los Angeles (City).

2. WAIVE the Business Inclusion Program (BIP) outreach requirements from this RFQ for the reasons discussed in this report.

3. AUTHORIZE the staff from the Department of Public Works (DPW) to evaluate and pre-qualify the respondents based on the requirements and procedures set forth in the RFQ.

4. DIRECT the City Engineer to submit the proposed contractors list to the Board for adoption with recommendations on executing the contracts with each of the selected contractors.

5. FORWARD to the City Council a recommendation that pedestrian facilities repairs by the Sidewalk Repair Program (SRP) be redeclared a matter of urgent necessity.

TRANSMITTALS

1. February 5, 2015 record of February 3, 2015 City Council action under Council File No. 14-0163-S4 in which the City Council declared repair of sidewalks adjacent to City facilities a matter of urgent necessity.

2. Amending Motion, dated March 28, 2018, to Council File No. 17-0950 via which the City Council declared sidewalk repairs for Access Requests a matter of urgent necessity.

3. Copy of the proposed RFQ package, consisting of the RFQ with all attachments, including a copy of the Rapid Pedestrian Facility Repair Program Contract Serial No. 1 (RPFRP1) Bid Evaluation Workbook.

4. Copy of the proposed RPFRP1 Contract with all appendices.

5. Copy of the exemption for the BIP outreach requirements from the Office of Procurement.

DISCUSSION

Background

The City's SRP was established by the City Council on February 3, 2015 (Council File No. 14-0163-S4) (Transmittal No. 1). The SRP implements the terms of the *Willits', et. al. Settlement* Agreement [Case No. CV 10-05782 CBM (RZx)] (Settlement) and manages expenditure of the annual commitment of $31M+ per year for 30 years ($1.367B total) towards remediating the City's pedestrian facilities. Currently in year 8, the annual commitment is $35.743M. The Bureau of Engineering (BOE) is the City's designated Program Manager with quality control support from the Bureau of Contract Administration (BCA) and with Construction Services and Urban Forestry support from the Bureau of Street Services (StreetsLA). The BOE is responsible for implementing the City Council-approved prioritization of eligible SRP requests.

Currently, the BOE utilizes traditional bid and award and the Pre-Qualified On-Call Small Sidewalk Repair Services contracts to issue pedestrian facility remediation work. The BOE also issues job packages to StreetsLA field crews to complete straightforward site requests. The establishment of the RPFRP1 will complement existing contracting methods, add more flexibility to the SRP Project delivery, and help the BOE quickly address urgent SRP requests when acceleration or target funding becomes available.

Reconfirmation of Urgent Necessity

On February 3, 2015, the City Council declared the repair of sidewalks adjacent to City facilities a matter of urgent necessity under Council File No. 14-0163-S4 (Transmittal No. 1). Later, on March 28, 2018, the City Council declared sidewalk repairs for Access Requests a matter of urgent necessity via an amending motion to Council File No. 17-0950 (Transmittal No. 2).

At this time, it is recommended that the City Council redeclare that pedestrian facility repairs by the SRP are a matter of urgent necessity. Accessible pedestrian facilities provide all Angelenos, especially those with mobility disabilities, equal access to healthcare centers, public facilities, open space, parks, and more. Safe and accessible sidewalks improve the quality of life for residents by increasing pedestrian safety and community pride while reducing City liability.

RFQ

The purpose of this RFQ is to establish a list of pre-qualified contractors with competitive unit bid prices, relevant and verifiable public works experience, the ability to perform the necessary design and construction work, and the ability to contract with the City (Transmittal No. 3). It is intended that this contract will be used for expedited repair of pedestrian facilities as identified by the BOE through the City Council adopted annual SRP budget and City Council adopted SRP prioritization scoring. This is a unit price contract which includes bid items for the installation, repair, remediation, construction, design, inspection, monitoring and support costs to City pedestrian facilities under the Settlement. The contractors are paid according to the unit prices submitted as part of the

contractor's Statement of Qualifications (SOQ) for each component of the expected work as outlined in the RFQ.

The BOE requests the authority to advertise and distribute the RFQ through the City's Regional Alliance Marketplace for Procurement website at https://www.rampla.org. The contractors proposed for the RPFRP1 List are to be pre-qualified to participate in this program based on their responses and compliance with the RFQ and its requirements.

The RPFRP1 Contract (Transmittal No. 4) will have a duration of three years. Approximately five contractors are to be selected for the RPFRP1 List. Work is issued to the pre-qualified RPFRP1 contractors through a series of construction orders as the BOE identifies pedestrian facilities that require urgent repair.

Business Inclusion Program (BIP) Outreach

On January 12, 2011, the Mayor issued Executive Directive No. 14 which created the BIP. This program provides Minority Business Enterprise (MBE), Woman Business Enterprise (WBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE), and Other Business Enterprise (OBE) firms an equal opportunity to compete for, and participate in, City contracts.

RPFRP1 projects are initiated by access requests or are Program Access Improvements prioritized in accordance with the City Council approved prioritization system. Projects are evaluated by BOE staff to be constructable under the RPFRP1 program. The BOE then generates a preliminary scope package, a cost estimate utilizing the applicable unit prices submitted as part of the contractor's SOQ and issues a construction order to the selected pre-qualified RPFRP1 contractor. Once the construction order is issued, the RPFRP1 contractor is required to proceed with design or mobilize the necessary personnel and equipment to the site. A series of change orders and/or construction orders are subsequently issued by the BOE as necessary, to complete the scope of remediation.

Specific scope of work is unknown at the time the contracts are executed, therefore, potential subcontractors do not have the ability to estimate how much work they may perform under the contract. Also, due to the urgent necessity nature of this work, the contractors would not have adequate time to solicit bids from a subcontractor list generated from a BIP Outreach and still respond timely to the urgent necessity requests. Therefore, exemption from BIP outreach requirements was requested and granted by the Office of Procurement (Transmittal No. 5). It is recommended that the Board waive the BIP requirements for this RFQ.

The RPFRP1 contractors are encouraged to solicit MBE, WBE, SBE, EBE, DVBE, and OBE sub-bids whenever subcontracting opportunities and time permits.

The contracts shall require the BCA to approve and monitor subcontractor usage on urgent necessity pedestrian facilities projects and the contractors will be required to submit a Final Subcontracting Report within 15 days of issuance of the Statement of Completion of each project. Failure to make timely and complete payments to all subcontractors will result in a penalty of no more than 10 percent of the final subcontract amount and possible sanctions, including removal from the RPFRP1 list. Contractors are required to sign and submit the "Subcontractors/Subcontractor Substitutions" form (Attachment L of the RFQ) prior to the award of the contract.

Local Business Preference (LBP) Program

Los Angeles Administrative Code (L.A.A.C.), Division 10, Chapter 1, Article 4, Section 10.25, adopted the LBP Program which is designed to increase local employment and expenditures in the local private sector. All proposers are eligible to participate in the LBP Program.

The City shall grant a six percent bid reduction of their bid amount solely for bid evaluation purposes to those bidders who are certified as a Local Business Enterprise (LBE) firm. If the LBE is also a Local Small Business (LSB) and/or Local Transitional Employer (LTE), they may be granted an additional two percent reduction for each of those certifications, up to a total of ten percent. The City shall grant a ten percent bid reduction of their bid amount solely for bid evaluation purposes to those bidders who are certified as a City Business Enterprise (CBE) firm. If the CBE is also a LSB and/or a LTE, they may be granted an additional two percent reduction for each of those certifications, up to a maximum of twelve percent.

For this RFQ, since specific work is not identified and actual subcontractor utilization cannot be pledged until after the contracts have been executed and construction orders are assigned, the preference allowed for the utilization of certified LBE, CBE, LSB and/or LTE subcontractors cannot be applied to the evaluation process. See Attachment E of the draft RFQ for information regarding the LBP Program (Transmittal No. 4).

Qualifying Requirements

Based on the terms and conditions of the new RPFRP1 Contract, each contractor must demonstrate the capability to provide qualified personnel and equipment to execute the remediation of pedestrian facilities as directed by the City Engineer.

The following is a summary of the RFQ requirements.

1. RPFRP1 SOQ Evaluation Form

2. Signature Sheet and Non-Collusion Affidavit Form

3. Pedestrian facility construction experience

4. Completed Bid Evaluation Workbook

5. Contractor's bid unit prices as applied to the Bid Evaluation Workbook
6. Bonding and Insurance ability and capacity
7. Labor and equipment rates for urgent necessity work
8. Company name and information
9. State of California Contractor's License(s)
10. Listing of Responsible Managing Officer
11. Injury and Illness Prevention Program, including Confined Space Entry Procedures and copies of all certificates
12. Division of Safety and Health Annual Permit
13. Business Tax Registration Certificate
14. Proof of Compliance with the US Department of Transportation drug and alcohol testing requirements
15. Child Support Certificate of Compliance
16. Slavery Disclosure Ordinance (part of the Disclosure Ordinances affidavit - submit electronically at www.rampla.org)
17. Equal Benefits Ordinance/First Source Hiring Ordinance (submit electronically at www.rampla.org)
18. City of Los Angeles Contractor Responsibility Ordinance Questionnaire
19. Pledge of Compliance with the Contractor Responsibility Ordinance
20. City Ethics Commission Bidder Certification Form 50
21. Iran Contracting Act of 2010 Compliance Affidavit
22. Registration with State of California Department of Industrial Relations (California State Senate Bill 854)
23. Non-Discrimination/Equal Employment Practices/Affirmative Action Program
24. Subcontractors/Subcontractor Substitution Form

25. Living Wage Ordinance
26. Worker Retention Ordinance

27. Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance

28. Disclosure of Border Wall Contracting Ordinance (part of the Disclosure Ordinances affidavit - submit electronically at www.rampla.org)

29. Certification Regarding Compliance with the Americans with Disabilities Act

30. Prevailing Wage

Contractor Selection Process

The staff from the DPW will screen and evaluate the contractor responses. The requirements delineated in the RFQ will be used to evaluate the respondents' SOQ on a Pass/Fail basis.

The City Engineer will return to the Board with the list of the qualified contractors based on the evaluations of their SOQ as well as their schedule of bid unit prices as applied to the Bid Evaluation Workbook. The City Engineer will request: 1) adoption of the list which will be established by the Board and 2) authority to execute the RPFRP1 Contracts with up to five contractors. If more than five contractors meet the qualification criteria, the total cost presented in the Bid Evaluation Workbook shall be utilized to determine the top five qualifying contractors for selection.

Contractor Performance Evaluation

In accordance with Article 13, Chapter 1, Division 10, of the L.A.A.C., the Project Manager and the City Inspector for this construction contract shall submit Contractor Performance Evaluation Reports to the BCA upon completion of the contract.

Peak Hour Construction and Right-of-Way Obstruction Regulations

All contractors are to comply with the requirements specified in the Los Angeles Municipal Code Section 62.61 related to peak hour traffic restrictions unless an exemption from the Peak Traffic Hours Prohibition is approved.

RFQ Review

The proposed RFQ and contract have been reviewed and approved by the Office of Contract Compliance and approved as-to-form by the City Attorney's office.

STATUS OF FINANCING

There are no funding authorizations necessary to advertise and issue this RFQ. Funding information will be detailed in the forthcoming awarding board report to recommend establishment of the list.

(JSdlV VCA AV KD)

Report reviewed by:

BOE (ADM and PAC)

Report prepared by:

Sidewalk Division

Julia Sanchez de la Vega, PE
Division Engineer
Phone No. (213) 923-5986

Compliance review performed
and approved by:

Lynda McGlinchey (Oct 16, 2025 14:43:39 PDT)

Lynda McGlinchey, Program Manager II
Office of Contract Compliance
Bureau of Contract Administration

JSdlV/DV/02-2025-0020_SCD.gva

Questions regarding this
report may be referred to:
David Ventura, Sr. Construction Engineer
Phone No. (213) 485-1429
Email: david.ventura@lacity.org

Respectfully submitted,

Alfred Mata

Alfred Mata, PE
Interim City Engineer
Bureau of Engineering

John L. Reamer, Jr.
Inspector of Public Works
Bureau of Contract Administration

CITY OF LOS ANGELES
CALIFORNIA

HOLLY L. WOLCOTT
City Clerk

GREGORY R. ALLISON
Executive Office

When making inquiries relative to this matter, please refer to the Council File No.

ERIC GARCETTI
MAYOR

Office of the
CITY CLERK

Council and Public Services
Room 395, City Hall
Los Angeles, CA 90012
General Information - (213) 978-1133
Fax: (213) 978-1040

SHANNON HOPPES
Division Manager

www.cityclerk.lacity.org

February 5, 2015

To All Interested Parties:

City Attorney (w/blue sheet)

The City Council adopted the action(s), as attached, under Council File No. 14-0163-S4, at its meeting held February 3, 2015.

City Clerk
wrq

TRANSMITTAL NO 1

Mayor's Time Stamp

RECEIVED
2015 FEB -4 PM 12:46
CITY OF LOS ANGELES

City Clerk's Time Stamp

CITY CLERK'S OFFICE
2015 FEB -4 PM 12:41
CITY CLERK
BY _____ DEPUTY

SUBJECT TO THE MAYOR'S APPROVAL

COUNCIL FILE NO. 14-0163-S4 COUNCIL DISTRICT _____

COUNCIL APPROVAL DATE February 3, 2015

RE: IMPLEMENTATION OF A 2014-15 SIDEWALK REPAIR PROGRAM TO REPAIR SIDEWALKS ADJACENT TO CITY FACILITIES

LAST DAY FOR MAYOR TO ACT FEB 17 2015
(10 Day Charter requirement as per Charter Section 341)

DO NOT WRITE BELOW THIS LINE - FOR MAYOR USE ONLY

APPROVED
✓

*DISAPPROVED
_____

*Transmit objections in writing pursuant to Charter Section 341

DATE OF MAYOR APPROVAL OR DISAPPROVAL 2/5/15

E.G. ---

MAYOR

RECEIVED
CITY CLERK'S OFFICE
2015 FEB -5 PM 4:23
CITY CLERK
BY _____ DEPUTY

wrq

4A

File No. 14-0163-S4

BUDGET AND FINANCE COMMITTEE REPORT relative to implementation of a 2014-15 Sidewalk Repair Program to repair sidewalks adjacent to City facilities.

Recommendations for Council action, SUBJECT TO THE APPROVAL OF THE MAYOR:

1. APPROVE the sidewalk repair allocation plan recommended in this report that focuses the current effort on sidewalks adjacent to City facilities:

Fiscal Year 2014-15 Sidewalk Repair Program Budget

		Total	Percent of Funding
Department of Recreation and Parks (RAP)	$	3,600,943	13%
Bureau of Engineering (BOE)	$	353,186	1%
Bureau of Contract Administration (BCA)	$	230,002	1%
Bureau of Street Services (BSS)	$	963,334	4%
Consultant Survey, Engineering, Construction Expense (BSS), and Contracts for Non-RAP Sidewalks	$	21,885,124	81%
Sixth Street Bridge Project	$	-	0%
Grand Total	**$**	**27,032,589**	**100%**

2. REQUEST the City Attorney to work with the City Administrative Officer (CAO) to report back with an ordinance to create a Sidewalk Repair Fund to expediently and transparently fund program costs related to sidewalk and curb ramp inspection, repair, and management (Council previously approved on November 12, 2014).

3. REQUEST departments to continue identifying locations of damaged sidewalks abutting City facilities and begin implementing repairs through the Bureau of Engineering (Council previously approved on November 12, 2014).

4. REQUEST the Proprietary Departments (Department of Water and Power, Harbor, and Airport) to identify and present a plan to Council for implementing sidewalk related repairs adjacent to their facilities, beginning in Fiscal Year 2015-16 (Council previously approved on November 12, 2014).

5. ESTABLISH the Bureau of Engineering (BOE) as Program Manager with quality control support from the Bureau of Contract Administration (BCA) and with Urban Forestry support from the Bureau of Street Services (BSS). Construction work will be performed by the BSS and by private contractor(s).

6. INSTRUCT the Department of Public Works to report back on loaning existing staff from other programs to the Sidewalk Repair Program until new staff can be hired.

7. REQUEST the BOE, with assistance from the Department of Recreation and Parks, BSS and BCA, to report periodically on the progress of the Sidewalk Repair Program, including workload indicators that can be used to develop program metrics (Council previously approved on November 12, 2014).

8. REQUEST the Board of Public Works, Office of Community Beautification, to work with the Department on Disability and Council Offices to identify locations for sidewalk repair that are responsive to requests received from the disabled community, distributed equitably across the City, and prioritized as follows:

a. Locations adjacent to City Facilities
b. Locations in residential neighborhoods

9. DECLARE the repair of sidewalks adjacent to City facilities a matter of urgent necessity and authorize the Department of Public Works and/or the City Engineer to utilize existing City contracts as appropriate (i.e. Department of Water and Power, Recreation and Parks, Department of General Services, Board of Public Works, and so forth).

10. AUTHORIZE the Department of Public Works and/or the City Engineer to execute contracts and issue Task Orders with a total value up to $21,885,124 for sidewalk design, program administration and support services, engineering survey, repair, and construction services for the repair of sidewalks adjacent to City facilities.

11. AUTHORIZE employment authority by resolution for 46 new positions in the Department of Public Works, as follows, for the period of February 1, 2015 through June 30, 2015, subject to allocation by the Personnel Department and pay grade determination by the CAO:

Public Works Bureau	Quantity	Class Code	Classification
Contract Administration	2	7294-0	Senior Construction Inspector
Contract Administration	3	7291-0	Construction Inspector
Contract Administration	1	9184-2	Management Analyst II
Engineering	1	9485-0	Senior Civil Engineer
Engineering	1	7237	Civil Engineer
Engineering	1	9184-2	Management Analyst II
Engineering	1	7246-2	Civil Engineering Associate II
Engineering	2	7246-3	Civil Engineering Associate III
Engineering	1	7213	GIS Specialist
Engineering	1	7286-1	Survey Party Chief
Engineering	1	7283	Land Survey Assistant
Street Services	2	4152	Street Services Supervisor II
Street Services	2	3525	Equipment Operator
Street Services	1	3344	Carpenter
Street Services	6	3353	Cement Finisher
Street Services	2	3584	Heavy Duty Truck Operator
Street Services	4	3115	Maintenance and Construction Helper
Street Services	7	3117-1	Tree Surgeon Supervisor I
Street Services	1	3114	Tree Surgeon
Street Services	1	3151	Tree Surgeon Assistant
Street Services	1	3443	Plumber
Street Services	1	3523	Light Equipment Operator
Street Services	1	3583	Truck Operator
Street Services	1	9184-1	Management Analyst II
Street Services	1	1368	Senior Clerk Typist

12. AUTHORIZE employment authority by resolution for five new positions in the Department of Recreation and Parks, as follows, for the period February 1, 2015 through June 30, 2015, subject to allocation by the Personnel Department and pay grade determination by the CAO:

Class Code	Classification	Quantity
9184-2	Management Analyst II	2
1539	Management Assistant	1
1513-2	Accountant II	1
1368	Senior Clerk Typist	1

13. AUTHORIZE the Controller to:

    a. Transfer and appropriate $7,032,589 from the Capital Improvement Expenditure Program (CIEP), Fund 100, Department 54, Account 00K067, Sidewalk Repair and appropriate therefrom to the CIEP, Fund 100, Department 54 as follows:

Account No.	Account Name
00LXXX	Sidewalk Repair

    b. Transfer and appropriate $20,000,000 from the Unappropriated Balance, Fund 100, Department 58, Account 000141, Sidewalk Repair and appropriate therefrom to the CIEP, Fund 100, Department 54 as follows:

Account No.	Account Name
00LXXX	Sidewalk Repair

    c. Transfer and appropriate up to $3,600,943 in CIEP, Fund 100, Account 00LXXX, to the Department of Recreation and Parks, Fund 302, Department 89, Deferred Maintenance, Account, 89704H.

    d. Transfer and appropriate up to $353,186 in CIEP, Fund 100, Account 00LXXX, to the Department of Public Works, BOE, Fund 100, Department 74, Account 001010, Salaries General, for Sidewalk Repair.

    e. Transfer and appropriate up to $230,002 in CIEP, Fund 100, Account 00LXXX, to the following accounts within the Department of Public Works, BCA, Fund 100, Department 76, for Sidewalk Repair:

Account	Title	Amount
001010	Salaries, General	$ 219,002
003310	Transportation	$ 11,000
		$ 230,002

    f. Transfer and appropriate up to $963,334 in CIEP, Fund 100, Sidewalk Repair, Account 00LXXX, to the Department of Public Works, BSS, Fund 100, Department 86, Account 001010, Salaries General, for Sidewalk Repair.

14. INSTRUCT the City Engineer, with the assistance of the Board of Public Works, the BSS, BCA, the CAO and the Department of Recreation and Parks to report back to Council every 30 days on the status of the implementation of the sidewalk repair program, including any required policies, hiring of employees, utilization of contractors and amount of sidewalk repairs completed.

15. INSTRUCT the CAO to report back on a funding mechanism that would provide a minimum level of funding per Council District, distributed equitably across the City, consistent with the overall prioritization of the currently proposed sidewalk repair program.

16. AUTHORIZE the CAO to make any technical corrections required to carry out the intent of the Council and Mayor.

Fiscal Impact Statement: The CAO reports that these recommendations are in compliance with the City's Financial Policies in that budgeted funds are available. A maximum of $27,032,589 will be spent from the General Fund CIEP for sidewalk repair.

Community Impact Statement: Yes.

No position:
Downtown Los Angeles Neighborhood Council

For:
Mid-Town North Hollywood Neighborhood Council
Greater Wilshire Neighborhood Council
Mid-City Neighborhood Council

(Public Works and Gang Reduction Committee waived consideration of the above matter.)

SUMMARY

At its regular meeting on February 2, 2015, the Budget and Finance Committee considered CAO recommendations relative to implementation of a 2014-15 Sidewalk Repair Program to repair sidewalks adjacent to City facilities. On November 10, 2014, the Budget and Finance Committee and the Public Works and Gang Reduction Committee held a joint meeting to consider a CAO report dated October 24, 2014, regarding the above sidewalk repair program. The CAO report, attached to the Council file, provides detailed information on the proposed plan. The two Committees recommended approval of some of the CAO recommendations and requested that the remaining items in the CAO report be referred back to the Committees. Council adopted the Committees' recommendations on November 12, 2014.

On February 2, 2015, the Budget and Finance Committee discussed revised recommendations with the CAO, City Engineer and representatives of the Department of Recreation and Parks, Department on Disability and BSS. After lengthy consideration and having provided an opportunity for public comment, the Budget and Finance Committee recommended approval of the proposed recommendations as amended and detailed above. This matter is now submitted to Council for its consideration.

Respectfully Submitted,

BUDGET AND FINANCE COMMITTEE

Paul Krekorian

MEMBER	VOTE
KREKORIAN:	YES
ENGLANDER:	YES
KORETZ:	YES
BLUMENFIELD:	YES
BONIN:	YES

ADOPTED

FEB 3 2015

LOS ANGELES CITY COUNCIL

ep
14-0163-S4_rpt_bfc_2-2-15

BPW-2025-0638

HOLLY L. WOLCOTT
CITY CLERK

SHANNON D. HOPPES
EXECUTIVE OFFICER

City of Los Angeles
CALIFORNIA

ERIC GARCETTI
MAYOR

OFFICE OF THE CITY CLERK

Council and Public Services Division
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FAX: (213) 978-1040

BRIAN E. WALTERS
DIVISION CHIEF

CLERK.LACITY.ORG

When making inquiries relative to this matter, please refer to the Council File No.: 17-0950

OFFICIAL ACTION OF THE LOS ANGELES CITY COUNCIL

March 29, 2018

Council File No.: 17-0950
Council Meeting Date: March 28, 2018
Agenda Item No.: 16
Agenda Description: BUDGET AND FINANCE and TRANSPORTATION COMMITTEES' REPORT relative to the 2017-18 Street Reconstruction and Vision Zero Program budget.

Council Action: BUDGET AND FINANCE AND TRANSPORTATION COMMITTEES' REPORT AND AMENDING MOTION (KREKORIAN - MARTINEZ) - ADOPTED FORTHWITH

Council Vote:

YES	BLUMENFIELD	YES	HARRIS-DAWSON	YES	O'FARRELL
YES	BONIN	YES	HUIZAR	YES	PRICE
ABSENT	BUSCAINO	ABSENT	KORETZ	YES	RODRIGUEZ
ABSENT	CEDILLO	YES	KREKORIAN	YES	RYU
ABSENT	ENGLANDER	YES	MARTINEZ	ABSENT	WESSON

HOLLY L. WOLCOTT
CITY CLERK

Pursuant to Charter/Los Angeles Administrative Code Section(s): 341

FILE SENT TO MAYOR: 03/29/2018

LAST DAY FOR MAYOR TO ACT: 04/09/2018

✓ **APPROVED** | ***DISAPPROVED** | ***VETO**

Mayor

04/02/2018
DATE SIGNED

TRANSMITTAL NO 2

File No. 17-0950

BUDGET AND FINANCE and TRANSPORTATION COMMITTEES' REPORT relative to the 2017-18 Street Reconstruction and Vision Zero Program budget.

Recommendations for Council action, SUBJECT TO THE APPROVAL OF THE MAYOR:

1. APPROVE the revised Attachment A of the City Administrative Officer (CAO) report dated February 16, 2018 (attached to Council file [C.F.] No. 17-0950).

2. APPROVE appropriations for the Street Reconstruction and Vision Zero programs, and AUTHORIZE the acquisition of equipment, as detailed in the revised Attachment A of the CAO report dated February 16, 2018 (attached to C.F. No. 17-0950).

3. RESOLVE that the following positions are APPROVED and CONFIRMED for the period from February 1, 2018 through June 30, 2018, as detailed in the CAO report dated February 16, 2018 (attached to C.F. No. 17-0950):

    a. Two positions of Street Lighting Electrician, Class Code 3811.

    b. Two positions of Electrical Craft Helper, Class Code 3799.

4. APPROVE the revised SB 1 Project List, as detailed in Attachment C of the CAO report dated February 16, 2018 (attached to C.F. No. 17-0950).

5. AUTHORIZE the Controller to only transfer SB 1-related cost reimbursements to the General Fund after actual SB 1 salary expenditures have been incurred and only upon the written request of the CAO.

6. AUTHORIZE the Controller to:

    a. Reduce 2017-18 budgeted revenue for the new SB 1 Road Maintenance and Rehabilitation Program Special Fund (Fund No. 59V) from $28,096,617 to $23,050,626.

    b. Reduce the 2017-18 Street Reconstruction - 15 percent VZ - SB 1 appropriation within for the new SB 1 Road Maintenance and Rehabilitation Program Special Fund (Fund No. 59V) from $14,064,071 to $9,469,348.

    c. Increase 2017-18 budgeted revenue for the Special Gas Tax Street Improvement Fund (Fund No. 206) by including a new revenue item entitled *State loan repayment* in an amount of $4,594,723.

    d. Create a new appropriation within the Special Gas Tax Street Improvement Fund No. 206 entitled *Street Reconstruction - 15% VZ - GT* in the amount of $4,594,723.

7. INSTRUCT the City Engineer to include sidewalk repair and green street stormwater compliance elements in the designs for the first six Complete Streets projects, as well as curb extensions for Avalon Boulevard and Reseda Boulevard and the protected bike lane

on Avalon Boulevard; and, to report to Council with the final project budgets, working with the Council offices of the districts that include each of those projects, to maximize the amount of work performed while keeping costs within the following budgets for each project:

a. Avalon Boulevard: $17.5 million.

b. Main Street South: $13.9 million.

c. Reseda Boulevard: $17.3 million.

d. Roscoe Boulevard: $8.6 million.

e. Temple Street: $9.2 million.

f. Venice Boulevard East: $13.6 million.

8. INSTRUCT the CAO, City Engineer, Los Angeles Department of Transportation (LADOT), and Bureau of Street Services (BSS) not to implement any phase of each of these projects if the cost of that phase is significantly higher than the projected budget and the Council has not already approved a new budget for the project.

Fiscal Impact Statement: None submitted by the CAO. The Chief Legislative Analyst has not completed a financial analysis of this report.

Community Impact Statement: None submitted.

(Public Works and Gang Reduction and Personnel and Animal Welfare Committees waived consideration of the above matter)

SUMMARY

At a meeting held on March 19, 2018, the Budget and Finance and Transportation Committees jointly considered the CAO report dated February 16, 2018 relative to the 2017-18 Street Reconstruction and Vision Zero Program budget for six Complete Street / Vision Zero projects. A representative of the CAO provided the Committee with a brief overview of the matter and responded to related questions, and was also joined by representatives of the Public Works Bureaus of Engineering (BOE) and BSS, as well as the LADOT. Additionally, the CAO representative submitted a revised Attachment A to the CAO report that made a technical correction to the Vision Zero line item transfers (which did not change the subtotals or totals in the Attachment).

During discussion of the matter, the Transportation Committee Chair inquired why the Vision Zero curb extensions for the Avalon and Reseda Boulevards projects, and the protected bike lane for the Avalon Boulevard project, were not included in the CAO report in which other elements were added to the scope of works for the projects, such as green street and other improvements. The CAO and LADOT representatives advised the Committees that at the time the previous report on this matter was submitted, the elements for the projects and cost estimates were not completely developed, however LADOT advised that it now has more refined data on the scope

of work and cost estimates. Based on BOE guidance, LADOT estimates the cost of the curb extensions at approximately $150,000 each, or $12.3 million for both the Avalon and the Reseda Boulevards projects. The Transportation Committee Chair requested that this work be included in the design phase for both of these projects.

The Budget and Finance Committee Vice-Chair expressed concern relative to a pattern in the City where funding for street and sidewalk reconstruction projects is not being fully expended in the fiscal year in which it was budgeted. This results in funds being swept at the end of the fiscal year or funding being redirected to other projects, while the project for which the funds were intended are forced to halt and then restart with new funding the following fiscal year, creating financial, logistical, scheduling, and personnel impacts on the projects. The Budget and Finance Vice Chair requested that in these situations the project's scheduling be maintained, that not all funding be swept at the end of the fiscal year, that sufficient funding be allocated for critical project elements, and that BOE and BSS report on what resources are needed for project continuity. Members of both Committees concurred, and the CAO representative indicated CAO's willingness to work with the Budget and Finance Vice-Chair on this issue.

Additionally, the Budget and Finance Committee Chair expressed concerned that adding additional elements to the scope of works for the projects would continue expanding the budgets beyond what was projected, possibly delaying projects, and moved that the City Engineer include sidewalk repair and stormwater compliance elements (as well as the curb extensions and other concrete work requested by the Transportation Committee Chair) in the design phase for the six Complete Streets projects and report back to the Council with final budgets for each. However, which elements would proceed would be up to the Council office in which the project is located, while working within the projected budget. Further, the Budget and Finance Committee Chair moved that the CAO, City Engineer, LADOT, and BSS be instructed not to proceed on any phase of the projects if the cost of that phase was significantly higher than the projected budget and the Council has not already approved a new budget for the project.

After further discussion and consideration, and after providing an opportunity for public comment, the Budget and Finance and Transportation Committees approved: Recommendation Nos. 1 - 5 of the CAO report, an amendment to the CAO report to add Recommendation Nos. 7 and 8 as detailed above, and a revised Attachment A to the CAO report. This matter is now forwarded to the Council for its consideration.

Respectfully Submitted,

BUDGET AND FINANCE COMMITTEE

MEMBER	VOTE
KREKORIAN:	YES
ENGLANDER:	NO
KORETZ:	YES
BLUMENFIELD:	YES
BONIN:	YES

TRANSPORTATION COMMITTEE

MEMBER	VOTE
BONIN:	YES
MARTINEZ:	YES
KORETZ:	YES

REW 3/19/18 FILE NO. 17-0950

-NOT OFFICIAL UNTIL COUNCIL ACTS-

MOTION

I HEREBY MOVE that Council AMEND the Budget and Finance and Transportation Committees' Report, relative to the 2017-18 Street Reconstruction and Vision Zero Program Budget, as follows:

1. Clarify that Recommendation Nos. 7 and 8 are intended to allow for construction on projects to proceed without further Council action if they stay within their budgetary limitation, subject to an available appropriation in the Fiscal Year 2018-19 budget, but any project should come back for further Council consideration if it exceeds the limitation outlined in Recommendation No. 7.

2. Include a new Recommendation No. 9 as follows:

   DECLARE sidewalk repairs for Access Requests a matter of urgent necessity; and, AUTHORIZE the Department of Public Works and/or the City Engineer to utilize existing City contracts as appropriate, including emergency pre-qualified on-call contracts, to accelerate pending repairs.

3. Include a new Recommendation No. 10 as follows:

   AUTHORIZE the City Administrative Officer (CAO) to make technical corrections to Attachment A and Attachment C of the CAO report to reflect the intent of the Council and the Mayor.

PRESENTED BY_____
PAUL KREKORIAN
Councilmember, 2nd District

SECONDED BY_____
NURY MARTINEZ
Councilmember, 6th District

March 28, 2018
CF 17-0950

REQUEST FOR QUALIFICATIONS

FOR PROVIDING

RAPID PEDESTRIAN FACILITY REPAIR PROGRAM CONTRACT SERIAL NO. 1 (RPFRP1)

October 2025

CITY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

BUREAU OF ENGINEERING

SIDEWALK DIVISION

ENGINEERING

CITY OF LOS ANGELES

SWD

TRANSMITTAL NO 3

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ATTACHMENTS

A. GENERAL CONDITIONS

B. GENERAL REQUIREMENTS & TECHNICAL SPECIFICATIONS

C. DETERMINATION OF BIDDER RESPONSIBILITY POLICY

D. ZERO SPILL POLICY CURRENTLY KNOWN AS 'SANITARY SEWER OVERFLOW' (SSO) POLICY

E. LOCAL BUSINESS PREFERENCE PROGRAM

F. FINAL SUBCONTRACTING REPORT

THE FOLLOWING ATTACHMENTS ARE TO BE COMPLETED AND SUBMITTED WITH THE STATEMENT OF QUALIFICATIONS:

G. REQUIRED INSURANCE AND MINIMUM LIMITS

H. SIGNATURE SHEET AND NON-COLLUSION AFFIDAVIT

I. CHILD SUPPORT OBLIGATIONS

J. IRAN CONTRACTING ACT OF 2010

K. AMERICANS WITH DISABILITIES ACT (ADA) CERTIFICATE OF COMPLIANCE

L. SUBCONTRACTOR(S) SUBSTITUTION FORM

M. CONTRACTOR RESPONSIBILITY ORDINANCE

THE FOLLOWING ATTACHMENTS ARE TO BE COMPLETED AND SUBMITTED WITH THE STATEMENT OF QUALIFICATIONS IN THE EXCEL FORMAT PROVIDED:

N. LABOR LIST FORM

O. EQUIPMENT LIST FORM

P. BID EVALUATION WORKBOOK

Q. SOQ EVALUATION FORM

THE FOLLOWING ATTACHMENT IS FOR COMPLETING ATTACHMENT P

R. BID EVALUATION WORKBOOK INSTRUCTIONS

THE FOLLOWING ATTACHMENTS ARE SAMPLE DRAFT DOCUMENTS FOR REFERENCE ONLY:

S. SAMPLE DRAFT RPFRP1 CONTRACT

T. SAMPLE RPFRP1 DOCUMENTS

THE FOLLOWING ATTACHMENT WAS RECENTLY ADOPTED CITY CONTRACTING ORDINANCES:

U. EXECUTIVE DIRECTIVE 35 EQUITABLE ACCESS TO CONTRACTING OPPORTUNITIES

CITY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

BUREAU OF ENGINEERING

REQUEST FOR QUALIFICATIONS
RAPID PEDESTRIAN FACILITY REPAIR PROGRAM CONTRACT SERIAL NO. 1 (RPFRP1)

Statements of Qualifications (SOQs) are requested from experienced contractors to perform expedited repair, replacement, installation and/or design of damaged and/or missing pedestrian facilities (i.e. sidewalk, curb ramps) of an urgent necessity nature. SOQs must be submitted in accordance with the requirements set forth in this document.

Only written responses will be considered. Submission of the SOQ and submittal materials shall constitute acknowledgement of acceptance of all terms and conditions hereinafter set forth in this RFQ unless otherwise expressly stated herein. Any materials submitted will become part of the response and may be incorporated into any subsequent contract(s) between the City and the contractor. An original and two (2) hard copies and one (1) electronic copy stored on a USB flash drive of the SOQ and all requested documents and submittal materials in searchable PDF format must be received on or before **2:00 p.m.** on **Day, Month Date, Year**. All documents should be addressed to:

BUREAU OF ENGINEERING
SIDEWALK COMPLIANCE DIVISION
RPFR PROGRAM
1149 SOUTH BROADWAY, SUITE 492
LOS ANGELES, CA 90015
ATTENTION: DAVID VENTURA, P.E.

Any questions regarding this Request for Qualifications (RFQ) shall be transmitted by e-mail to david.ventura@lacity.org with a copy to Yoobin Kim at yoobin.kim@lacity.org. The deadline for receipt of written questions will be at **2:00 p.m.** on **Day, Month Date, Year**.

A **mandatory** pre-submittal meeting will be held virtually on **Day, Month Date, Year** at **1:00 p.m.** to clarify the contents of the RFQ requirements and to discuss the needs of the Bureau of Engineering (BOE).

To Join by Google Meet (preferred option): meet.google.com/meq-ixgz-qsz
To Join By Phone: +10857-309-5184, PIN: 333697666

All contractors interested in this program are required to attend this meeting. It is expected that contractors attending the pre-submittal meeting will have reviewed the RFQ, along with the attachments.

To maximize the effectiveness of the meeting, the BOE requires respondents to submit technical questions to David Ventura via e-mail to david.ventura@lacity.org with a copy to Yoobin Kim at yoobin.kim@lacity.org three (3) work days prior to the meeting. This will enable BOE staff to prepare responses in advance. Additional questions will be accepted at the pre-submittal meeting; however, response may be deferred and provided as addenda to the RFQ at a later date. Remarks and explanations provided at the pre-submittal meeting shall not amend the terms of the RFQ, unless confirmed in writing by addenda.

Questions regarding mandated City policies and programs should be addressed to the City agency responsible for administering them as stated in the corresponding attachment.

CITY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

BUREAU OF ENGINEERING

REQUEST FOR QUALIFICATIONS
RAPID PEDESTRIAN FACILITY REPAIR PROGRAM CONTRACT SERIAL NO. 1 (RPFRP1)

1. INTRODUCTION

The City of Los Angeles, hereinafter referred to as the "CITY", Department of Public Works, Bureau of Engineering, hereinafter referred to as "BOE", is seeking qualified construction firms, hereinafter referred to as "CONTRACTORS", to be placed on a pre-qualified list, hereinafter referred to as the "LIST" to perform expedited repair, replacement, installation and/or design of damaged and/or missing pedestrian facilities (i.e. sidewalk, curb ramps) of an urgent necessity nature under the Rapid Pedestrian Facility Repair Program Contract Serial No. 1 (RPFRP1).

The purpose of this Request for Qualifications, hereinafter referred to as the "RFQ" is to establish the LIST with relevant and verifiable experience in public works pedestrian facility projects in Southern California and with the resources to be able to perform the necessary work and contract with the CITY. Each CONTRACTOR on the LIST will be required to respond to expedited repair of pedestrian facilities owned by the CITY. The scope of work may range from repair, replacement, installation and/or design of portions of sidewalk, curb ramps, crosswalks, and may further include additional repairs to driveways, curbs, gutters, and streets (as needed to complete sidewalk repairs). Associated auxiliary work with also be required, including but not limited to tree removals, tree treatments, utility relocations, and temporary/permanent traffic control.

2. REQUEST FOR STATEMENT OF QUALIFICATIONS (SOQ)

CONTRACTORS are invited to submit to the City Engineer or their designated representative, hereinafter referred to as the "ENGINEER", a Statement of Qualifications, hereinafter referred to as the "SOQ", in response to this RFQ along with all required

submittals. Qualification will be established based on an evaluation of the CONTRACTOR'S (RPFRP 1) Bid Evaluation Workbook, work experience, technical capability and capacity, construction expertise, safety record, labor and equipment resources, financial stability, ability to contract with the CITY, ability to meet bonding and insurance requirements, and a review of the CONTRACTOR'S performance history with the CITY or other public agencies. CONTRACTORS will be evaluated based on specific criteria as listed in the "Contractor Selection Procedure" of this RFQ. The CONTRACTOR shall sign and submit the attached signature sheet and non-collusion affidavit (see section 'SOQ Submittal Requirements') with their SOQ package as the binding document stating that the CONTRACTOR is being truthful and non-collusive as outlined in the attached referenced document.

Prior to all CONTRACTORS submitting SOQs, the CITY will host a pre-submittal meeting. **Attendance at the pre-submittal meeting is mandatory for all contractors submitting SOQs for the RPFRP1 Contract.**

The qualified CONTRACTORS will be offered a Contract Agreement, hereinafter referred to as "CONTRACT", by the Board of Public Works, hereinafter referred to as the "BOARD". The CONTRACT requires the signature of the CONTRACTOR, City Attorney, the BOARD and attestation by the City Clerk.

The duration of this CONTRACT will be three (3) years from the date of execution. For the CONTRACTOR'S bid price to be considered, the CONTRACTOR must pass the SOQ evaluations which will be evaluated on a Pass/Fail basis. The bid price of CONTRACTORS who do not pass the evaluation, will not be considered, regardless of the bid price. Contracts will be awarded to five (5) CONTRACTORS based on their final bid price as entered in their Bid Evaluation Workbook and calculated after applying the Local Business Preference.

3. SCOPE OF WORK

The failure of pedestrian facilities can introduce barrier to equal access, jeopardize public health and safety, and increase liability for the CITY and adjacent property owners.

Expedited repair of damaged pedestrian facilities is necessary to provide access, remove barriers, and protect public and private property, and ensure public health and safety. The work will generally be in public right-of-ways however auxiliary work related to achieving the Americans with Disabilities Act (ADA) compliance for public sidewalk will be required in private properties. Due to the nature of expedited and urgent necessity repairs, it is imperative that the CONTRACTOR be able to provide an adequate and safe expedited response in compliance with all CITY codes and standards.

The CONTRACTOR is expected to either perform or provide, but not limited to the following, in a timely manner, as required by the ENGINEER:

- Traffic control (latest edition of WATCH Manual)
- Construction safety
- Saw-cutting and pavement removal
- Excavation
- Backfill and compaction
- Street resurfacing
- Sidewalk and/or asphalt concrete replacement
- Curb ramp replacement/installation
- Driveway replacement and/or concrete alley entrance replacement
- Tree root and tree canopy pruning, tree removal, and/or new tree planting
- Adjust utility box/vault and/or adjust maintenance hole to grade
- Furnish/remove/install traffic signal, street lighting, and water meter pull boxes
- Landscape replace in kind
- Bike rack, street sign, street furniture, and parking meter removal/replacement
- Site and work area restoration and clean up

The ENGINEER will determine the scope of work for each RPFRP1 repair assigned under the proposed CONTRACT and all necessary and related specifications for the performance of the work. The construction work will be in accordance with the CONTRACT, 2010 ADA Standards for Accessible Design, 2022 California Building Code (CBC), Master Specifications, Standard Specifications for Public Works Construction

(Green Book), as last revised and amended by the Brown Book and adopted by the CITY at the time the construction order is issued.

The CONTRACTOR is required to cooperate with the ENGINEER in the utilization of any online internet applications as available to process various aspects of the administrative tasks of the CONTRACT, e.g., billing and other documentation.

4. FINANCIAL RESPONSIBILITY

The CITY shall not be responsible in any manner for the costs associated with the submission of your SOQ. The SOQ, including all other materials submitted, shall become the property of the CITY upon receipt of the CITY. The CITY shall have the right to copy, reproduce, publicize or dispose of each SOQ in any way the CITY elects.

5. RIGHTS OF REVISION, WITHDRAWAL, AND REJECTION

The CITY reserves the right to revise the RFQ, withdraw the RFQ, reject any response for non-compliance with the RFQ provisions, or not to award a contract at any time because of unforeseen circumstances or if it is determined to be in the best interest of the CITY. If the RFQ is revised, written revisions to the RFQ will be made available on the CITY Regional Alliance Marketplace for Procurement (RAMP) at www.rampla.org.

6. ACCEPTANCE OF TERMS AND CONDITIONS

The submission of an SOQ shall constitute acknowledgement of acceptance of all terms and conditions set forth in this RFQ. All SOQs must be submitted in writing and must include all required documents, including forms, appendices, and other requested information.

7. ASSIGNMENT OF WORK

As damaged and/or failed CITY facilities are located and identified as requiring urgent necessity repairs, and when the BOARD or its designated representative elects to assign work under this CONTRACT, the ENGINEER will utilize each of the CONTRACTOR'S bid item prices to prepare a Schedule of Work and Prices. The CONTRACTOR with the lowest Quantity Take Off, hereinafter referred to as the “QTO” estimate will be offered the

work specified in the construction order. Each construction order will consist of one location, unless otherwise specified by the ENGINEER. The ENGINEER may elect to offer the work to another CONTRACTOR on the LIST, other than the lowest bidder, as outlined in General Requirements, hereinafter referred to as "GR", Section 01112. Although the CONTRACTOR may reject any offer of work, three (3) such rejections during the term of this CONTRACT may be cause for removal from the LIST and termination of the CONTRACT.

A CONTRACTOR is considered “active” on the LIST when all necessary bonds and insurance documents are up to date and on file with the Office of the City Administrative Officer, hereinafter referred to as the “CAO” and verified by the BOARD and the current and approved labor and equipment rates are on file with the ENGINEER. If any necessary bonds and insurance documents are not up to date with the BOARD or if the current and approved labor and equipment rates are not on file with the ENGINEER, the CONTRACTOR will be considered as inactive on the LIST. No work offers will be made until the necessary documents are on file.

The ENGINEER will issue a written construction order to the CONTRACTOR which will state the work location, description of the damage to the facility, scope of work, the QTO estimate, method of payment, and other pertinent information.

Typically, the initial scope of RPFRP1 repair work is known. Therefore, an issued construction order will authorize payment for the work on a QTO estimate basis. The ENGINEER is responsible for preparing a construction order and Schedule of Work and Prices which include the accurate and inclusive QTO estimate using each respective CONTRACTOR'S bid items and as-bid unit prices. The construction order shall be offered to the CONTRACTOR with the lowest QTO estimate.

In instances where the ENGINEER determines that some or all the as-bid unit prices do not apply to the scope of work of a construction order, the following may apply:

A. For work under a previously issued construction order, the ENGINEER will request the CONTRACTOR who has been issued the construction order to submit a lump sum cost proposal for the portion of the work for which it has been determined that the as-bid unit prices do not apply. The CONTRACTOR'S lump sum cost proposal will be evaluated by the ENGINEER. If the lump sum cost proposal is approved, a revised construction order or change order will be issued. If the CONTRACTOR refuses to provide a lump sum cost proposal, or if the provided cost proposal is not acceptable to the ENGINEER, the CONTRACTOR will be demobilized. The ENGINEER will issue a "request for lump-sum cost proposal" to the remaining CONTRACTORS with a detailed description of the work. The CONTRACTOR with the lowest, total project cost (as-bid unit prices plus lump-sum cost proposal) shall be selected and issued a construction order for the remaining work. If all CONTRACTOR'S cost proposals are found by the ENGINEER to be non-responsive, then at the ENGINEER'S discretion, the ENGINEER may reject all cost proposals.

B. For work that has not previously been issued a construction order, the ENGINEER will issue a "request for lump-sum cost proposal" to all of the CONTRACTORS on the list with a detailed description of the work for the portion of work for which it is determined that the as-bid unit prices do not apply. The CONTRACTOR with the lowest, total project cost (as-bid unit prices plus lump-sum cost proposal) shall be selected. If all CONTRACTORS' cost proposals are found by the ENGINEER to be non-responsive, then at the ENGINEER'S discretion, the ENGINEER may reject all cost proposals.

C. For work that has previously been issued a construction order, the ENGINEER may choose to continue work on a Time and Material, hereinafter referred to as "T&M" basis of payment.

For further details about the issuance of construction orders, see GR section 01112 and applicable attachments.

The CONTRACTOR will be required to mobilize the necessary personnel and equipment to the project site as determined by the scope of work and begin work as required by the

ENGINEER. If the CONTRACTOR stops work for any reason not acceptable to the ENGINEER, the CONTRACTOR will be demobilized and this will be counted as a rejection of work. The ENGINEER will offer the work to the next CONTRACTOR with the lowest projected cost for the construction order from the LIST or as determined by one of the methods above.

8. PAYMENT

The Online Certified Payroll System, hereinafter referred to as the "OCPS" is the CITY'S web based application that will allow CONTRACTORS to submit their certified payrolls online. The awarded CONTRACTORS will be required to submit weekly certified payrolls utilizing the OCPS. Progress payments may be delayed upon the CONTRACTOR'S failure to submit and certify the payrolls in OCPS. If subcontractors are utilized, it is incumbent upon the prime CONTRACTOR to ensure that the subcontractor's certified payroll records have been submitted utilizing the OCPS. OCPS allows the submission of Payrolls, Statements of Compliance, and Fringe Benefit Statements directly to the Bureau of Contract Administration, hereinafter referred to as the "BCA". Training for OCPS is conducted once a month every second Wednesday of the month. Individual training will also be scheduled at contract award.

For information, refer to https://bca.lacity.org/Contractor%20Assistance%20Seminar

For further inquiries, please contact the following:

Jian Jiang at (213) 847-2631 or jian.jiang@lacity.org

Sylvia Dungo at (213) 473-2166 or sylvia.dungo@lacity.org

To receive payment, the CONTRACTOR is to submit a complete and legible invoice package with all necessary substantiating documents, to the satisfaction of the Inspector of Public Works, hereinafter referred to as the "INSPECTOR". The CONTRACTOR will not be reimbursed for work not authorized, in writing, by the ENGINEER. At the completion of the construction order the CONTRACTOR must submit the as-built plans to the INSPECTOR, in a manner acceptable to the ENGINEER, or future invoice payments may be delayed.

For T&M work, the CONTRACTOR shall be paid based on the T&M forms as approved by the INSPECTOR. The T&M invoice package must be based on the approved labor and equipment rates at the time the work was performed. Refer to GR Section 01254 for more information.

For QTO estimate and/or lump sum cost proposal work, the CONTRACTOR will be paid based on the approved bid items and/or lump sum cost proposal work items and respective unit prices. The work item quantities and respective payment amounts will be adjusted to reflect the actual as constructed quantities for payment.

9. CITY CODES AND ORDINANCES

The CITY has policies and requirements that will apply to the CONTRACT awarded as a result of this RFQ. The CONTRACTOR shall refer to the applicable attachments and/or URLs of the respective topic for further information regarding the requirements of the codes and ordinances below.

A. Americans with Disabilities Act

CONTRACTORS performing work for the CITY are required to be in compliance with the ADA (42 U.S.C. Section 12101 et seq.), and must submit a Certification of Compliance with the Americans with Disabilities Act (Attachment K) with their SOQ.

B. Bonding Requirements

Prior to execution of the CONTRACT, the CONTRACTOR will be required to file a current payment bond with the CITY, for the term of the CONTRACT, in the principal amount of $600,000 to guarantee payment of material and labor charges, and which meets the requirements of Sections 3247 through 3252 of the California Civil Code and related sections. The CITY reserves the right to require additional bonding as dictated by the circumstances of work assigned during the course of the CONTRACT.

For more information and instructions, please refer to https://cao.lacity.org/risk/index.htm.

C. Business Tax Registration Certificate (BTRC)

The CITY requires all firms doing business within the CITY to pay business taxes. Each firm or individual that pays a CITY business tax receives a BTRC. Prior to execution of the CONTRACT to perform the work called for in this RFQ, the CONTRACTOR must obtain the BTRC required by the CITY Business Tax Ordinance (Article 1, Chapter 2, Section 21.00 of the Los Angeles Municipal Code). The CONTRACTOR shall maintain all such certificate(s) required under said ordinance and shall not allow any such certificate to be revoked or suspended for the duration of the contract. The BTRC may be submitted with the response to this RFQ or during CONTRACT negotiations. However, a CONTRACT cannot be executed unless the CONTRACTOR first obtains a BTRC. For any questions concerning the BTRC, please contact the Office of Finance/Tax & Permit Division at (844) 663-4411.

D. Child Support Assignment Orders

The CONTRACT to perform urgent necessity repair work is subject to Section 10.10, Article 1, Chapter 1, Division 10 of the Los Angeles Administrative Code, Child Support Assignment Orders. CONTRACTORS are required to complete and submit the Certification of Compliance with Child Support Obligations form (Attachment I) with their SOQ.

E. Department of Transportation Requirements (Drug and Alcohol Testing)

The Federal Department of Transportation (DOT) regulations require drug and alcohol testing of CITY contracted personnel who must maintain a commercial driver's license. This mandate became effective January 1, 1995, and requires CONTRACTORS to be in compliance (i.e. Federal Motor Carrier Safety Regulations, Parts 382, et al). The CONTRACTOR shall comply with, but is not limited to the following provisions:

1. Education and training in accordance with the Code of Federal Regulations (CFR) 382.
2. Arrangement for random testing and the other required procedures of CFR 382.
3. Allow the CITY to access and audit the CONTRACTOR'S property and records relating to random drug/alcohol testing.
4. Provide the CITY with documentation verifying compliance with regulations.

For more information regarding the DOT Drug and Alcohol Testing, refer to http://www.dot.gov/odapc/ .

CONTRACTORS, subcontractors, and their employees shall provide written proof of enrollment in a drug and alcohol testing program in compliance with the Federal Motor Carrier Safety Regulation, CFR 382.

F. Equal Benefits Ordinance (EBO) / First Source Hiring Ordinance (FSHO)

If a contract is subject to the EBO and/or the FSHO, Proposers are required to complete a streamlined EBO/FSHO Compliance Affidavit web application form that is located on the RAMP at www.rampla.org. Proposers are responsible for creating a RAMP profile and completing and submitting the affidavit.

Equal Benefits Ordinance (EBO):

Proposers are advised that any contract awarded pursuant to this procurement process shall be subjected to the applicable provisions of Los Angeles Administrative Code Section 10.8.2.1, EBO.

All Proposers shall complete and submit the EBO/FSHO Compliance Affidavit, available on the RAMP at www.rampla.org, prior to award of a CITY contract that exceeds $25,000. The affidavit shall be valid for a period of three years from the date it is first uploaded onto the CITY'S RAMP. Proposers do not need to submit supporting documentation with their bids or proposals. However, the CITY may request supporting documentation to verify that the benefits are provided equally as specified on the EBO/FSHO Affidavit.

Proposers seeking additional information regarding the requirements of the EBO may visit the BCA's website at http://bca.lacity.gov.

First Source Hiring Ordinance (FSHO):

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the CITY, the value of which exceeds $25,000 with a term of at least three (3) months, and certain recipients of CITY Loans or Grants, shall comply with the provisions of Los Angeles Administrative Code Sections 10.44 et seq., FSHO.

All Bidders/Proposers shall complete and electronically sign the EBO/FSHO Compliance Affidavit available on the RAMP residing at www.rampla.org prior to award of a CITY

contract. The affidavit shall be valid for a period of three years from the date it is first uploaded on the CITY'S RAMP.

Bidders/Proposers seeking additional information regarding the requirements of the FSHO may visit the BCA's web site at http://bca.lacity.gov.

G. Insurance Requirements

Prior to execution of the CONTRACT, the CONTRACTOR shall file with the CITY, in a form satisfactory to the City Risk Manager, evidence of the following:

- General Liability Insurance in an amount not less than $1 million per occurrence, combined single limit. Additional coverage will be required on certain specific projects.

- Workers' Compensation (Statutory) and Employer's Liability Insurance with limits not less than $1 million.

- Automobile Insurance in an amount not less than $1 million per occurrence, combined single limit. Additional coverage will be required on certain specific projects.

For more information and instructions, please refer to
https://dpw.lacity.org/permits-bids-insurance-and-business-certification

H. Local Business Preference Program

This RFQ is subject to the provisions of the CITY's Local Business Preference Program (LBPP). CITY Ordinance No. 181910 (Los Angeles Administrative Code 1.21.10.1) approved the LBPP which provides a bid percentage preference to the final bid price as entered in the Bid Evaluation Workbook of qualified local businesses. Any CONTRACTOR meeting the "local business" criteria as defined in the Ordinance should apply by completing and uploading the Local Business Certification Affidavit of Eligibility under the Certifications tab in RAMP in order to qualify for an 8 percent bid/proposal preference. Knowingly and willfully providing false information on the Affidavit of Eligibility is a violation of CITY Ordinance No. 181910 and could subject the CONTRACTOR to

fines, CONTRACT termination or debarment from transacting business with the CITY. For more information refer to http://bca.lacity.gov.

I. Non-Discrimination, Equal Employment Practices and Affirmative Action Program

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

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

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

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

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

J. Pollution Control: Sewage Spill Prevention and Response Requirements

The CONTRACTOR shall be aware of and comply with the CITY'S "Zero Spill" policy as per the latest Master Specifications and as amended by the CITY'S Brown Book.

K. Prevailing Wages

Any CONTRACT awarded hereunder will require the CONTRACTOR to comply with the provisions of the Labor Code of the State of California, relating to Public Works. These provisions require the CONTRACTOR to pay not less than the "General Prevailing Wage Rates" to all workers employed in the execution of the CONTRACT and to post a copy of the "General Prevailing Wage Rates" at the job site, in a conspicuous place available to all employees and applicants for employment.

The "General Prevailing Wage Rates" shall be those rates as determined by the Director of the Department of Industrial Relations of the State of California. Copies of these rates are on file with the BCA, telephone no. (213) 847-2498.

Information regarding prevailing wage rates may also be obtained from the Director of the Department of Industrial Relations. For more information refer to http://www.dir.ca.gov/DLSR/PWD/index.htm.

L. Disclosure Ordinances

Unless otherwise exempt by the provisions of the Slavery Disclosure Ordinance (SDO) and Disclosure of Border Wall Contracting Ordinance (DBWCO), any contract awarded under this RFQ will be subject to the SDO, Section 10.41 of the Los Angeles Administrative Code and the DBWCO, Section 10.50 of the Los Angeles Administrative Code.

Proposers are required to complete a streamlined Disclosure Ordinances Affidavit web form that is located on the RAMP at www.rampla.org. Proposers are responsible for creating a RAMP profile. The web form can be found by clicking on the "Profiles" tab. Scroll to the "Company Profile" section and click on "Compliance Documents". The web form should be completed and submitted by the time of SOQ submission.

The BCA will verify the web form of the successful Proposers selected for contract award. Proposers seeking additional information regarding the requirements of the SDO and DBWCO may visit the BCA's website at http://bca.lacity.gov.

M. Iran Contracting Act of 2010

In accordance with California Public Contract Code Sections 2200-2208, all bidders entering into contracts with the CITY for goods and services estimated at $1,000,000 or more will be required to complete, sign and submit the "Iran Contracting Act of 2010 Compliance Affidavit." Respondents are to review Attachment J and submit the Affidavit with their SOQ.

N. California State Senate Bill 854

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

1. No Contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the California Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code Section 1771.1(a)].

2. No Contractor or subcontractor may be awarded a contract for work on a public works project (awarded on or after April 1, 2015) unless registered with the DIR pursuant to Labor Code section 1725.5.

   DIR maintains a current list of registered contractors at https://services.dir.ca.gov/. Registration with the State will be required for the term of the contract for all selected CONTRACTORS.

O. Subcontractor Utilization

The Business Inclusion Program outreach requirements have been waived for this RFQ. However, Contractors are encouraged to use MBE (Minority Business Enterprise), WBE

(Women Business Enterprise), SBE (Small Business Enterprise), EBE (Emerging Business Enterprise), DVBE (Disabled Veteran Business Enterprise), and OBE subcontractors whenever opportunities exist and time permits. The contracts shall require the BCA to approve and monitor subcontractor usage on urgent necessity sewer projects and the contractors will be required to submit a Final Subcontracting Report within 15 days of issuance of the statement of completion of the project. Failure to make timely and complete payments to all subcontractors will result in a penalty of no more than 10 percent of the final subcontract amount and possible sanctions, including removal from the RPFRP1 list

P. Worker Retention Ordinance and Living Wage Ordinance

Unless approved for an exemption, Contractors under contracts primarily for the furnishing of services to or for the CITY and that involve an expenditure in excess of $25,000 and a contract term of at least three (3) months, lessees and licensees of CITY property, and certain recipients of CITY financial assistance, shall comply with the provisions of Los Angeles Administrative Code Sections 10.37 et seq., Living Wage Ordinance (LWO) and 10.36 et seq., Worker Retention Ordinance (WRO). Proposers who believe that they meet the qualifications for one of the exemptions shall apply for exemption from the Ordinance by completing and submitting the appropriate Exemption/Non-Coverage Application form with their proposal. Application forms are as follows: Exemption Application (Form LW-10), Small Business Exemption Application (Form LW-26), 501(c)(3) Non-profit Exemption Application (Form OCC/LW-28), and Non-Coverage Determination Application (Form OCC/LW-29). These forms and more detailed information about the ordinances are available on the BCA's website at https://bca.lacity.gov.

Q. Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance

Any contract awarded pursuant to this RFQ will be subject to the Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance, Section 10.48 of the Los Angeles Administrative Code. The Ordinance provides, among other things, that contractors/subcontractors with at least 10 employees are: prohibited from seeking

a job applicant's criminal history information until after a job offer is made; must post Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance information in conspicuous places at worksites; and cannot withdraw a job offer based on an applicant's criminal history unless a link has effectively been made between the applicant's criminal history and the duties of the job position.

Proposers seeking additional information regarding the requirements of the Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance may visit the BCA's website at https://bca.lacity.gov.

R. Contractor Responsibility Ordinance

Bidders/Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance (CRO). Bidders/Proposers shall refer to Attachment M, "Contractor Responsibility Ordinance," for further information regarding the requirements of the Ordinance.

All bidders/proposers shall complete and return, with their proposal, the Contractor Responsibility Ordinance Questionnaire included in the Attachment M, "Contractor Responsibility Ordinance". Failure to return the completed Questionnaire may result in a bidder/proposer being deemed non-responsive.

S. Contractor Evaluation Program

At the end of this CONTRACT, the CITY will conduct an evaluation of the CONTRACTOR'S performance. The CITY may also conduct evaluations of the CONTRACTOR'S performance during the term of the CONTRACT. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on a number of criteria, including the quality of the work product or service performed, the timeliness of performance, financial issues, and the expertise of personnel that the CONTRACTOR assigns to the CONTRACT. A CONTRACTOR who receives a "Marginal" or "Unsatisfactory" rating will be provided with a copy of the final CITY evaluation and allowed 14 calendar days to respond. The CITY will use the final City

evaluation, and any response from the CONTRACTOR, to evaluate proposals and to conduct reference checks in future contracting opportunities.

T. Buy Clean California Act (BCCA)

For projects with a bid due date on or after July 1, 2021 that include eligible materials as part of the permanent work, the successful bidder shall be required to provide current facility-specific Environmental Product Declaration (EPD) for the materials and meet the State of California maximum limits for Global Warming Potential as listed by California's Department of General Services with the applicable submittal.

https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Buy-Clean-California-Act

10. CONTRACTOR SELECTION PROCEDURE

All SOQ submittals will be evaluated on a Pass/Fail basis for specific criteria relevant to the CONTRACTOR'S ability to provide an adequate and timely response to urgent necessity pedestrian facility repair requests, perform the necessary repairs competently and comply with CITY and governmental contracting requirements. The evaluation will consist of a review of the CONTRACTOR's contractual history with the CITY, review of claims and legal proceedings, and other such information as determined necessary to provide qualified CONTRACTORS.

The BOARD will consider the following requirements in qualifying CONTRACTORS for the LIST:

A. Review of related experience in construction of pedestrian facilities (sidewalks, curb and gutter, curb ramps, street pavement); construction project values and familiarity with construction.

B. Review of the BOE project records.

C. CONTRACTOR suspensions or terminations, or work terminations, for cause from a CITY project.

D. Review of listed equipment assets (owned and/or leased) to determine an adequate expedited response capability.

E. Review of listed full-time staff labor rates and respective qualifications.

F. Verification of necessary bonding capacity, bonding record, and necessary insurance.

G. Review of references.

H. Review of the 'Contractor Performance Evaluations' Reports.

I. Review of the BCA project records regarding CONTRACTOR'S past performance based on the database information maintained by the BCA, as well as a review of the CONTRACTOR'S completed City of Los Angeles Contractor Responsibility Questionnaire. If no record of past performance with the CITY exists, the Inspector of Public Works will conduct a First Time Bidder Investigation, which will consist of a review of the CONTRACTOR'S completed projects and work references as well as a review of the CONTRACTOR'S record with the State of California and/or other governmental agencies. A Declaration of Non-Responsibility by the BCA will result in disqualification.

J. Business Ethics: A record of honest and accurate submittals and contract documentation including but not limited to T&M Sheets / Invoices.

K. Illegal substitution penalties assessed, payroll violations, defiance of specifications and/or inspector's written directives.

L. Review of CONTRACTOR'S safety record, including the California Division of Occupational Safety and Health (Cal-OSHA) safety violations (documentation will not be limited to citations), review of internal BOE and BCA records or other known significant safety violations as determined by the ENGINEER.

M. Notice of Non-Compliance issued for violating OSHA regulations.

N. Verification of appropriate, active, and clear State of California Contractor license(s).

O. History of sanitary sewer overflow (SSO) zero spill policy violations.

P. Average Experience Modification Rating (EMR), worker's compensation risk adjustment index for last 3 years.

Q. Review of First Time Bidder Reports to the Board of Public Works.

Once a CONTRACTOR is deemed to have passed their evaluation, then the CONTRACTOR'S final bid price in the Bid Evaluation Workbook will be calculated and applied with the Local Business Preference, and shall be reviewed to determine the CONTRACTORS presenting the best price to the CITY.

11. SOQ SUBMITTAL REQUIREMENTS

The SOQ submitted shall include the following elements. Inaccurate or incomplete information will not be evaluated and may result in the disqualification of the CONTRACTOR. To obtain the electronic documents mentioned in this RFQ (e.g. labor rates, equipment rates, Bid Evaluation Workbook, etc.) refer to www.rampla.org. Documents with web links may be found by copying and pasting the document links to a web browser to navigate to the noted form.

The "RPFRP1 SOQ Evaluation Form" (Attachment Q, Section 1) contains a checklist of the required submittals for this RFQ. The "RPFRP1 SOQ Evaluation Form" checklist may not be an all-inclusive list; requirements listed in this RFQ take precedence.

The following documents, submitted, reviewed and approved through this RFQ and SOQ process, shall be incorporated in the CONTRACT package for selected CONTRACTORS:

1. Attachment Q: RSRP1 SOQ Evaluation Form

2. Attachment H: Signature Sheet and Non-Collusion Affidavit Form.

3. Attachment G: Required Insurance and Minimum Limits. A letter(s) from the insurance company stating the CONTRACTOR'S pre-qualification to being

insured, including name of insurance company, contact, telephone numbers, and insurance coverage and values. The letter(s) should include sufficient information to show the CONTRACTORS' ability to being insured for the various types of coverage as requested in this RFQ (e.g. general liability, workers compensation, automobile, pollution liability).

4. Attachment J: Iran Contracting Act of 2010 Affidavit.

5. Attachment K: Americans with Disabilities Act (ADA) Certificate of Compliance.

6. Attachment L: Subcontractor(s) Substitution Form

7. Attachment N: Labor List Form. List of full-time staff labor rates, include: names, classifications, and experience. CONTRACTOR must submit this information in a CITY provided electronic format. Inaccurate or incomplete information will not be evaluated and may result in the disqualification of the CONTRACTOR.

8. Attachment O: Equipment List Form. List of construction equipment rates owned and/or leased; include make, model number and Caltrans Code for each piece of equipment. (Find the most current Caltrans Labor & Equipment rates at https://www.dot.ca.gov/programs/construction/equipment-rental-rates-and-labor-surchage). The CONTRACTOR must submit this information in a CITY provided electronic format. Inaccurate or incomplete information will not be evaluated and may result in the disqualification of the CONTRACTOR.

9. Attachment P: Bid Evaluation Workbook. The CONTRACTOR must submit this information in a CITY provided electronic format. Inaccurate or incomplete information will not be evaluated and will result in the disqualification of the CONTRACTOR.

10. Official company name; owners' and managers' names, titles, and contact information (telephone numbers and email addresses); business address, and telephone numbers.

11. Listing and copy of valid and appropriate California Contractor's Licenses (e.g. "A") held, active and clear.

12. Listing of Responsible Managing Officer (RMO) per State of California Department of Consumer Affairs. Each firm for consideration must have a unique RMO.

13. Injury and Illness Prevention Program.

14. Division of Safety and Health (DOSH) annual permit.

15. CITY Business Tax Registration Certificate.

16. Proof of compliance with the USDOT mandate regarding drug and alcohol testing.

17. Disclosure Ordinances Affidavit(s). For the current form(s) refer to www.rampla.org.

18. Equal Benefits Ordinance (EBO)/First Source Hiring Ordinance (FSHO) Compliance Affidavit. For the current form refer to www.rampla.org.

19. Attachment M: CITY Contractor Responsibility Questionnaire. For the current form refer to https://bca.lacity.gov/ordinances.

20. Pledge of Compliance with Contractor Responsibility Ordinance. For the current form refer to https://bca.lacity.gov/ordinances.

21. Bidder Certification CEC Form 50. For the current form refer to https://ethics.lacity.gov/forms/ For more information refer to http://ethics.lacity.gov/.

22. A letter from the bonding company stating the CONTRACTOR'S pre-qualification for bonding, including name of bonding company, contact and telephone number.

23. Attachment I: Certification of Compliance with Child Support Obligations.

24. Registration with State of California Department of Industrial Relations (California State Senate Bill 854).

An original and two (2) hard copies and one (1) electronic copy stored on a USB flash drive of the SOQ and all requested documents and submittal materials in searchable PDF format must be received on or before **2:00 p.m.** on **Day, Month Date, Year**. All documents should be addressed to:

BUREAU OF ENGINEERING
SIDEWALK COMPLIANCE DIVISION
RPFR PROGRAM
1149 SOUTH BROADWAY, SUITE 620
LOS ANGELES, CA 90015
ATTENTION: DAVID VENTURA, P.E.

Any questions regarding this Request for Qualifications shall be transmitted by e-mail to david.ventura@lacity.org with a copy to Yoobin Kim at yoobin.kim@lacity.org. The deadline for receipt of written questions will be at **2:00 p.m.** on **Day, Month Date, Year**.

Questions regarding CITY contracting requirements should be directed to the CITY department responsible for administering the requirement as stated in the respective ordinances/attachments.

Submittals will not be evaluated unless a complete SOQ package is received.

12. MANDATORY PRE-SUBMITTAL MEETING

A **mandatory** pre-submittal meeting will be held virtually on **Day, Month Date, Year** at **1:00 p.m.** to clarify the contents of the RFQ requirements and to discuss the needs of the BOE.

To Join by Google Meet (preferred option): meet.google.com/meq-ixgz-qsz
To Join By Phone: +10857-309-5184, PIN: 333697666

All CONTRACTORS interested in this program are required to attend this meeting. It is expected that CONTRACTORS attending the pre-submittal meeting will have reviewed the RFQ, along with the attachments.

To maximize the effectiveness of the meeting, the BOE requires respondents to submit technical questions to David Ventura via e-mail to david.ventura@lacity.org with a copy to Yoobin Kim at yoobin.kim@lacity.org at least three (3) work days prior to the meeting. This will enable BOE staff to prepare responses in advance. Additional questions will be accepted at the pre-submittal meeting; however, response may be deferred and provided as addenda to the RFQ at a later date. Remarks and explanations provided at the pre-submittal meeting shall not amend the terms of the RFQ, unless confirmed in writing by addenda.

13. ANTICIPATED SCHEDULE

The tentative schedule is indicated below. The CITY reserves the right to adjust this schedule as deemed appropriate.

EVENT	DATE
Advertise RFQ	Wednesday, September 1, 2021
Mandatory Pre-Submittal Meeting	Tuesday, September 14, 2021
Deadline for Receipt of Written Questions	Monday, September 27, 2021
Statement of Qualifications Submittal Due Date	Thursday, October 21, 2021

This is the end of this document.

ATTACHMENT A

BUREAU OF ENGINEERING

GENERAL CONDITIONS

City of Los Angeles
California

Department of Public Works
Bureau of Engineering

ENGINEERING
CITY OF LOS ANGELES

REQUEST FOR QUALIFICATIONS

RAPID PEDESTRIAN FACILITY REPAIR PROGRAM
(RPFRP1) W.O. E1909521

BUREAU OF ENGINEERING

MASTER GENERAL CONDITIONS

2/14/2025

City of Los Angeles
California

Department of Public Works
Bureau of Engineering

ENGINEERING
CITY OF LOS ANGELES

RAPID PEDESTRIAN FACILITY REPAIR PROGRAM
(RPFRP1) W.O. E1909521

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Drawings: See Plans.

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

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

Equal: See "or equal".

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

GBR: See Geotechnical Baseline Report.

GDR: See Geotechnical Data Report.

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

General Requirements: Division 1 of the Specifications.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Project Manual: See Contract Documents.

Protest: See Claim.

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

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

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

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

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

State: The State of California.

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

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

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

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

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

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

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

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

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

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

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

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

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

A) Saturday,

B) Sunday,

C) any day designated as a holiday by the City,

D) any day designated as a holiday in a Master Labor Agreement binding the Contractor,

E) any day the Contractor is prevented from working for cause as established by "Unavoidable Delay" of these General Conditions; and

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

Worksite: See "jobsite."

00101 – 00199 NOT USED

00200 SCOPE (10/17/01)

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

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

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

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

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

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

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

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

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

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

00203 NOT USED (9/18/07)

00204 PLANS AND SPECIFICATIONS (9/18/07)

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

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

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

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

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

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

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

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

7. Geotechnical Baseline Report

8. Geotechnical Data Report

9. Brownbook

10. Greenbook

11. Standard Plans

12. Reference Specifications

13. Reference Plans

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

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

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

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

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

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

00208 UNNOTICED DEFECTS (10/17/01)

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

00209 CODES AND REGULATIONS (10/17/01)

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

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

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

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

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

Unless noted elsewhere in the Contract documents, a working day shall be Monday through Friday, and work shall be between 7:00 a.m. and 4:00 p.m., unless otherwise approved by the Engineer or the Board or revised by City Ordinance.

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

00211 PAYMENT OF EMPLOYEES (12/6/01)

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

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

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

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

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

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

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

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

00214 NONDISCRIMINATION IN EMPLOYMENT (10/17/01)

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

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

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

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

00215 APPRENTICE UTILIZATION (4/12/95)

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

00216 LAWS AND REGULATIONS (9/18/07)

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

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

The Contractor shall obtain and pay for all permits necessary for performance of the Work. Within thirty (30) calendar days after the Notice to Proceed, the Contractor shall obtain and pay all costs incurred and submit to the Engineer copies of all permits required for the construction and installation of all Work called for on this project.

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

1) Night Work, overload, grading, excavation, demolition, foundation, and building permits.

2) Electrical permits.

3) Mechanical permits.

4) Plumbing permits.

5) South Coast Air Quality Management District permits.

6) Fire sprinkler permit.

7) All Federal, State, County and City issued permits.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

00222 – 00299 NOT USED

00300 FINANCIAL LIABILITY (4/12/95)

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

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

Only competent workers shall be employed on the Work.

Any person employed who is found by the Engineer or the Inspector to be incompetent, disorderly or otherwise objectionable, or who fails or refuses to perform Work properly, acceptably and as directed shall be immediately removed from the Work by the Contractor and not be reemployed on the Work.

The Contractor, at its sole cost and expense, shall perform all labor and services and furnish all the materials, tools, and appliances, except as hereinafter otherwise definitely provided, necessary or proper for performing and completing the Work required, in the manner and within the time stipulated in these specifications. The Contractor shall furnish, erect, maintain, and remove the construction plant and such temporary works as may be required. If, at any time before the commencement or during the progress of the Work or any part of it, the Contractor's methods or appliances appear to the Engineer or the Inspector to be unsafe, inefficient, or inadequate for securing the safety of the workers, the quality of the Work required, or the rate of progress stipulated, the Engineer or the Inspector may order the Contractor to

increase their safety and efficiency or to improve their character, and the Contractor shall comply with such orders at its own expense. Neither the making of such demands by the Engineer nor the failure to make such demands shall relieve the Contractor of its obligation to secure the safe conduct of the Work, the quality of Work required, and the rate of progress stipulated in the Contract. The Contractor shall be fully responsible for the safety, efficiency, and adequacy of its plant, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance, or operation.

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

Where articles or materials are especially manufactured or fabricated for delivery under these specifications, the Contractor shall at all times employ such workforce, plant, materials, and tools as will be sufficient to complete the performance of the Contract and every part thereof within the time limits stipulated herein. If the Contractor fails to employ sufficient workforce, plant, materials, tools, or to maintain adequate progress, the Engineer may require an increase in progress at any point or points or a modification of Plans and procedure in such a manner as to accelerate the Work. Failure to adequately staff the project shall be just cause for the City to terminate the Contract.

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

A technically qualified and English-speaking project representative shall be designated in writing as the Contractor's Representative at the job site, who shall supervise the Work and shall provide competent supervision of the Work until its completion. The Contractor's Representative shall be assigned full time and exclusively to this project. Alternate representatives with qualifications equal to or better than the previous representative may be designated. The Contractor's Representatives shall have at least five (5) years of verifiable experience as the person primarily responsible for supervision of the Work on projects of the same or similar size and nature as this project. Within five (5) days after the Notice of Award the Contractor shall provide a statement to the Engineer and the Inspector with the following:

1) Identification and resume, showing the qualifications and experience of the Contractor's Representative and the alternate appointed to act in the place of the Contractor's Representative.

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

The Engineer and the Inspector reserve the right to disapprove any candidate named as the Contractor's Representative or alternate who fails to meet the provisions set forth herein. The Engineer and the Inspector reserve the right to remove, without any right to work on the project, either the Contractor's Representative or alternate, who in the sole opinion of the Engineer or the Inspector, has demonstrated incompetence, lack of ability, or other unsuitability to perform supervision of the Work.

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

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

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

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

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

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

It shall be the responsibility of the Contractor to be thoroughly familiar with all details of the Project, including the work of the Contractor's forces and all Subcontractors. The Contractor shall call the following to the attention of both the Engineer and the Inspector in writing within twenty-four (24) hours of discovery, before any Work is performed:

1) Errors and omissions in the Plans and Specifications, including, but not limited to, code violations, typographical errors and notational errors where ambiguity or inadequate description exists;

2) Work on the Plans or in the Specifications which, if so constructed, would result in a conflict or interference with other Work or the Work of other trades, including the location of fixtures and equipment;

3) Existing improvements visible at the job site, for which no existing disposition is made on the Plans or in the Specifications but which could reasonably be assumed to interfere with the satisfactory completion of the improvements contemplated by the Plans and Specifications.

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

00304 JOB CONDITIONS (9/18/07)

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

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

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

1) No vehicles are allowed except delivery trucks and Contractor's identified vehicles and equipment.

2) It shall be the Contractor's sole responsibility to arrange and pay for offsite employee parking and to provide transportation from the parking area to the Work site.

3) The Contractor shall fully cooperate with all authorities on the job site and other contractors not related to the Work of this Contract who might be at the job site.

4) The Contractor shall fully comply with all regulations in force at the job site.

00305 JOB BULLETIN BOARD (11/27/01)

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

00306 RESPONSIBILITY FOR SITE (10/17/01)

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

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

00307 WORKMANSHIP AND MATERIALS (4/12/95)

All materials, parts and equipment furnished by the Contractor for the Work shall be new, high grade and free from defects. Materials and work quality shall be subject to the Inspector's approval.

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

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

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

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

Each prime Contractor and Subcontractor working on the Project shall make its Injury and Illness Prevention Program available to the Inspector and the Engineer prior to beginning any Work on the Project.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1) Project Name

2) Project Work Order Number

3) Subcontractor's Name

4) Subcontractor's Address

5) Subcontractor's Phone Number

6) Subcontractor's Status (WBE, MBE, OBE)

7) Subcontractor's State of California Contractor License Number

8) Subcontractor's City Business Tax Registration Certificate Number (BTRC)

9) Dollar amount of Subcontract work to be performed

10) Description of Subcontract work to be performed

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

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

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

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

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

A Contractor whose Bid is accepted may not:

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

A) When the Subcontractor listed in the original Bid or proposal after having had a reasonable opportunity to do so fails or refuses to execute a written contract, when that written contract, based upon the general terms, conditions, plans and specifications for the project involved or the terms of that Subcontractor's written bid, is presented to the subcontractor by the Contractor.

B) When the listed Subcontractor becomes bankrupt or insolvent.

C) When the listed Subcontractor fails or refuses to perform its subcontract.

D) When the listed Subcontractor fails or refuses to meet the bond requirements of the Contractor as set forth herein.

E) When the Contractor demonstrates to the Inspector's satisfaction that the name of the Subcontractor was listed as a result of an inadvertent clerical error.

F) When the listed Subcontractor is not licensed pursuant to the State of California Contractor's License Law.

G) When the listed Subcontractor refuses to obtain a City of Los Angeles Business Tax Receipt Certificate (BTRC).

H) When the Inspector concurs with the Contractor that the Work being performed by the listed Subcontractor is unsatisfactory and not in substantial accordance with the Contract Documents, or the listed Subcontractor is delaying or disrupting the progress of the work.

I) When the listed Subcontractor fails to submit an Affirmative Action Plan acceptable to the Inspector.

J) When the Board determines that a listed Subcontractor is not a responsible contractor.

2) Permit a Subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original Subcontractor listed in the original Bid, without the consent of the Inspector.

3) Other than in the performance of Change Orders causing changes or deviations from the original Contract, sublet or Subcontract any portion of the Work in excess of one half of 1 percent of the Contractor's total Bid as to which its original Bid did not designate a Subcontractor.

4) Reduce the dollar amount of a Bid-listed Subcontract without the written approval of the Inspector.

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

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

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

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

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

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

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

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

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

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

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

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

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

2) If such affidavits are filed by both the Contractor and the intended Subcontractor within eight days of the original Bid opening but the Subcontractor whom the Contractor claims to have listed in

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

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

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

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

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

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

00313 ASSIGNMENT (2/09/95)

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

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

The existing facilities or Jobsite may contain asbestos, PCBs, corrosives, carcinogens, or other hazardous materials. Should the Contractor or any of its Subcontractors, while performing Work on or in the vicinity of existing facilities, unexpectedly encounter any material identified in the California Code of Regulations, Title 8, as a hazardous material not shown on the Plans or addressed in the specifications, or have reason to believe that any other material encountered may be a hazard to human health and safety and/or the environment, the Contractor shall stop the Work, cordon off the affected area to secure

entry, and shall immediately notify the Inspector and the Engineer. Removal and disposal of the hazardous material not shown on the Plans or addressed in the specifications, if the Engineer deems it necessary, will be done by and at the expense of the City. The City will provide the Contractor, upon request, with copies of Material Safety Data Sheets (MSDS) covering hazardous materials identified by the Contractor that are encountered in existing facilities during the course of the Work and that are not removed by the City.

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

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

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

The Contractor and Subcontractors shall comply with all State and Federal statutes and regulations on training, handling, storage, public notification, and disposal of hazardous materials and hazardous wastes. In the event that the Contractor or its Subcontractors spills or releases hazardous materials, the Contractor shall immediately notify the Inspector and the Engineer and any required agencies of the spill or release and the Contractor shall stop the Work, and cordon off the affected area to secure entry. Removal and disposal of the hazardous material, if the Engineer deems it necessary, will be done by the City at the Contractor's expense. Further, the Contractor shall notify the Engineer and the Inspector when hazardous materials are brought on-site and when hazardous materials and hazardous wastes are removed from the site. Hazardous Materials brought on site shall be accompanied by four (4) copies of MSDS, which shall be provided to the Inspector before such materials are unloaded.

00315 INDEPENDENT CONTRACTOR (10/21/99)

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

00316 INDEMNIFICATION (10/17/01)

Except for the active negligence or willful misconduct of the City, the Contractor undertakes and agrees to defend, indemnify and hold harmless, through legal counsel acceptable to the City, the City, and any and all of the City's Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees and cost of litigation, damage or liability of any nature whatsoever, arising out of or related to the performance or nonperformance by Contractor or its Subcontractors, Sub-Subcontractors, or Suppliers, of any tier, of any portion of the construction of the Project, including but not limited to

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

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

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

00317 INSURANCE (1/05/10)

These provisions apply unless otherwise noted in the General Requirements.

A) GENERAL

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

1) ADDITIONAL INSURED/ADDITIONAL INTEREST/LOSS PAYEE

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

a) Additional Insureds in all required General Liability and Automobile Liability insurance.

b) Named Insureds in all required Owners and Contractors Protective Liability and Builder's Risk insurance policies.

c) Loss Payee As Its Interest May Appear in all required property, fidelity or Surety coverages.

2) INSURANCE APPROVAL

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

3) ALTERNATIVE PROGRAMS/SELF-INSURANCE

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

4) ADMITTED CARRIER/LICENSED CALIFORNIA BROKER

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

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

5) CONTRIBUTION NOT REQUIRED

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

6) CANCELLATION/REDUCTION IN COVERAGE NOTICE

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

7) ACCEPTABLE EVIDENCE

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

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

Additional Insured Endorsements DO NOT apply to the following:

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

8) SEPARATION OF INSUREDS

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

9) RENEWAL

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

B) AGGREGATE LIMITS/REDUCTION IN COVERAGE

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

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

C) MODIFICATION OF COVERAGE

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

D) FAILURE TO PROCURE INSURANCE

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

E) UNDERLYING INSURANCE

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

F) WORKERS' COMPENSATION

By signing this Contract, the Contractor hereby certifies that it is aware of the provisions of Section 3700 et seq., of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the

provisions of that Code, and that it will comply with such provisions at all such times as they may apply during the performance of the Work pursuant to this Contract.

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

G) ALL RISK BUILDER'S RISK/INSTALLATION FLOATER

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

An Installation Risk or "Floater" Policy, written to cover only specific types of equipment during construction, may be provided to cover damage to Work or high valued equipment or materials.

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

H) TYPICAL COVERAGES REQUIRED

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

1) General Liability: Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) with an edition date prior to 2004. Coverage shall include protection for the City as additional insured with regard to the completed operations hazard.

2) Automobile Liability: Insurance Services Office Form Number CA 00 01 covering Automobile Liability, code 1 (any auto).

3) Professional Liability: If applicable, errors and omissions liability appropriate to the consultant's profession, with a discovery period of not less than twelve (12) months after completion of Work or termination of Contract.

I) TYPICAL LIMITS OF LIABILITY

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

1) General Liability: $1,000,000 per occurrence, $2,000,000 aggregate for bodily injury and property damage. A separate aggregate shall apply to completed operations.

2) Automobile Liability: $1,000,000 per accident for bodily injury and property damage.

3) Employer's Liability: $1,000,000 per accident for bodily injury or disease.

1) Professional Liability: $1,000,000 per claim.

K) CONTRACT BONDS

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

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

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

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

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

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

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

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

00318 SERVICE OF NOTICE (2/09/94)

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

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

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

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

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

00320 – 00399 NOT USED

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

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

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

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

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

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

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

00401 UNAVOIDABLE DELAY (10/17/01)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1) Stop Work under the Contract on the date and to the extent specified in the Notice of Termination.

2) Notify the City in writing of all outstanding orders, Subcontracts and contracts entered into by Contractor for performance of the Work, including the (I) name and address of the vendor, supplier or Subcontractor; (ii) a copy of the complete contract, order or Subcontract; (iii) an accounting of the Work performed and compensation earned by the vendor, supplier or Subcontractor, and (iv) such other information as the City may request to assist it in determining whether to terminate or accept assignment of the order, Subcontract or contract.

3) Upon written notice by City, terminate all Subcontracts, orders and contracts, of any tier, related to the performance of the Work that the City determines shall be terminated and not assigned. Place no further orders or Subcontracts for Goods or services, except as may be necessary for completion of that portion of the Work that has not been assigned.

4) Place no further orders or Subcontracts for Goods or services, except as may be necessary for completion of that portion of the Work that has not been terminated.

5) Settle outstanding liabilities and Claims arising out of such termination of orders and Subcontracts, with the Acceptance of the City if required (which Acceptance shall be final for the purposes of this Article).

6) Assign to the City in the manner, at the times, and to the extent directed by the City all of the rights, titles, and interests of the Contractor under such orders, contracts and Subcontracts so terminated.

7) Transfer title and deliver to the City in the manner, at the times and to the extent directed by it, the fabricated or unfabricated parts, Work in process, completed Work, supplies, and other

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

8) Use its best efforts to sell the property of the types referred to above in the manner, at the times, to the extent, and at the price(s) directed or authorized by the City, providing that the:

   A) Contractor is not required to extend credit to any purchaser;

   B) Contractor may acquire any such property under the prescribed conditions; and/or proceeds of any such transfer or disposition are applied or otherwise credited to reduce payments made by the City to the Contractor under the Contract.

9) Take any action that may be necessary, or that the City may direct, for the protection and preservation of the property related to the Contract that is in the possession of the Contractor and in which the City has or may acquire an interest.

10) Complete performance of that portion of the Work that has not been terminated by the Notice of Termination, as applicable and in accordance with the Contract.

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

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

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

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

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

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

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

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

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

1) Any claim that the City may have against the Contractor in connection with the Contract; and

2) The agreed upon price for and/or proceeds from the sale of goods or other items acquired or sold by the Contractor that have not been otherwise recovered by or credited to the City.

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

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

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

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

1) Unit prices stated in the Contract or agreed upon by the City and the Contractor.

2) A lump sum determined by the Engineer, based on the estimate costs including overhead and profit of the terminated portions of the Work.

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

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

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

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

00406 PARTIAL ACCEPTANCE (9/18/07)

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

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

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

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

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

2) The Contractor submits a written request to the Inspector for release of retention which includes a verifiable valuation of the identified portions of the Work covered by the "Statement of Partial Completion";

3) Impacted Subcontractors, major suppliers and the Contractor's Surety all agree in writing to release of retention;

4) There are no Stop Notices on file with the Board against the Contractor involving any portion of the affected Work; and

5) Both the Engineer and Inspector agree that a portion of the retention should be released for the affected Work.

00407 FINAL ACCEPTANCE (02/21/08)

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

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

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

Final Field Acceptance of the Project shall establish the following:

1) Start date of the Contractor's material and workmanship Guaranty-Warranty for the total Project.

2) Start date of any equipment or material warranties which had not previously been started.

3) Date the City assumes responsibility for maintenance, security, and safety of the Project.

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

00408 LIQUIDATED DAMAGES (9/18/07)

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

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

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

00409 – 00499 NOT USED

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

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

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

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

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

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

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

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

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

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

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

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

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

00501 DIFFERING SITE CONDITIONS (9/18/07)

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

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

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

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

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

00502 – 00599 NOT USED

00600 CLAIMS AND PROTESTS (9/18/07)

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

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

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

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

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

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

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

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

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

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

1) The facts alleged in or that form the basis for the Claim are true and accurate; and,

2) Contractor does not know of any facts or circumstances, not alleged in the Claim, that by reason of their not being alleged render any fact or statement alleged in the Claim materially misleading; and,

3) Contractor has, with respect to any request for money or damages alleged in or that forms the basis for the Claim, reviewed the job cost records (including those maintained by Contractor and by any Subcontractor or Supplier, of any tier, that is asserting all or any portion of the Claim) and confirmed with mathematical certainty that the losses or damages suffered by Contractor and /or such Subcontractor or Supplier were in fact suffered in the amounts and for the reasons alleged in the Claim; and,

4) Contractor has, with respect to any request for extension of time or claim of delay, disruption, hindrance or interference alleged in or that forms the basis for the Claim, reviewed the job schedules (including those maintained by Contractor and by any Subcontractor or Supplier, of any tier, that is asserting all or any portion of the Claim) and confirmed on an event-by-event basis that the delays or disruption suffered by Contractor and /or such Subcontractor or Supplier were in fact experienced for the durations, in the manner, and with the consequent effects on the time and/or sequence of performance of the Work, as alleged in the Claim; and,

5) Contractor has not received payment from City for, nor has Contractor previously released City from, any portion of the Claim.

Signature: _____

Name: _____

Title: _____

Company: _____

Date: _____

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

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

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

00602 GOVERNING LAW (11/21/01)

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

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

00603 VENUE (2/09/95)

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

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

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

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

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

00606 PATENTS AND COPYRIGHTS (10/17/01)

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

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

1) Secure for the City the right to continue using goods and/or processes by suspension of the injunction or by procuring a license(s);

2) Replace said goods and/or processes with non-infringing goods and /or processes;

3) Modify said goods and/or processes so that they become non-infringing; or

4) Remove said goods and/or processes and refund the sum paid therefor without prejudice to any other rights of the City.

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

00607 PUBLIC RECORDS ACT (4/06/00)

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

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

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

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

END OF SECTION

ATTACHMENT B

BUREAU OF ENGINEERING

GENERAL REQUIREMENTS AND TECHNICAL SPECIFICATIONS

City of Los Angeles
California

Department of Public Works
Bureau of Engineering

ENGINEERING
CITY OF LOS ANGELES

BUREAU OF ENGINEERING

MASTER GENERAL REQUIREMENTS

RAPID PEDESTRIAN FACILITY REPAIR PROGRAM (RPFRP1) W.O. E1909521

OCTOBER 2025

City of Los Angeles
California

Department of Public Works
Bureau of Engineering

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SECTION 01111
ABBREVIATIONS AND REFERENCE STANDARDS

1.1 ABBREVIATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

WWPA Western Wood Products Association

1.2 REFERENCE STANDARDS

A. Applicable Publications: Whenever in these Specifications / Project Manual references are made to published specifications, codes, standards, or other requirements, it shall be understood that wherever no date is specified, only the latest specifications, standards, or requirements of the respective issuing agencies which have been published as of the date that the Work is advertised for bids shall apply; except to the extent that said standards or requirements may be in conflict with applicable laws, ordinances or governing codes. No requirements set forth herein or shown on the Drawings shall be waived because of any provision of, or omission from, said standards or requirements.

B. Specialists' Assignments: In certain instances, specification text requires (or implies) that specific work is to be assigned to specialists or expert entities, who must be engaged for the performance of that work. Such assignments shall be recognized as special requirements over which the CONTRACTOR has no choice or option. These requirements shall not be interpreted so as to conflict with the enforcement of building codes and similar regulations governing the Work; also they are not intended to interfere with local union jurisdiction settlements and similar conventions. Such assignments are intended to establish which party or entity involved in a specific unit of work is recognized as "expert" for the indicated construction processes or operations. Nevertheless, the final responsibility for fulfillment of the entire set of contract requirements remains with the CONTRACTOR.

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

1. Applicable Codes:

- City of Los Angeles Building Code
- City of Los Angeles Mechanical Code
- City of Los Angeles Plumbing Code
- City of Los Angeles Fire Code
- City of Los Angeles Electrical Code
- 2010 Americans with Disabilities Act (ADA) Standards for Accessible Design
- 2022 California Building Code (CBC)

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

2. Applicable Safety Standards:

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

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

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

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

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

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

E. Standard Plans: References herein to "Standard Plans" shall mean the Standard Plans issued by the City of Los Angeles which drawings are hereby incorporated in and made a part of these Contract Documents, and copies of which are available for a fee.

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

(END OF SECTION)

SECTION 01112
DESCRIPTION OF WORK

PART ONE -- GENERAL

1.1 SUMMARY

A. This Contract will provide for a) removal of existing pedestrian facilities that are in poor condition and the installation/construction of new pedestrian facilities, b) repair and remediation of existing pedestrian facilities that are in poor condition, and c) the design of 3D pedestrian facilities if requested. The project locations shall vary.

This Contract will be administered by the Bureau of Engineering. The Bureau of Contract Administration will be responsible for inspection and contract compliance.

The work shall be specified by individual Construction Orders issued by the Bureau of Engineering. Each Construction Order shall contain the project title and work order number corresponding to the work to be done. The construction order will specify the scope of work as outlined in the Exhibit Style Plans and indicate whether the project will be a Contractor Designed or a City Designed project.

For those Construction Orders indicated as Contractor Designed project, once the plans are accepted by the Engineer the construction quantities will be multiplied by the unit costs established in this Contract.

For Construction Orders designated as City-Designed projects, the Engineer's determined quantities will be multiplied by the unit costs specified in this Contract. Some City designs will be provided in an exhibit-style format without detailed elevations, and the Contractor is expected to complete the necessary field work that may include assisting field crews with layout tasks, such as positioning forms, stringing lines, and setting hubs, in cases where detailed plans are not provided. This applies to the construction of ADA-compliant sidewalks and curb ramps for standard plan designs or minor modifications.

The project limits, scope of work, required mobilization timeframe, and the project engineer shall be specified in the Construction Order. A preconstruction site visit by the Contractor is mandatory for each construction order issued by the Engineer before mobilization. A pre-construction site visit includes but is not limited to 1) visiting the project site, 2) verifying constructability, and 3) verifying field conditions including but not limited to site access, location of repairs.

The City of Los Angeles does not guarantee the issuance of any construction order under this contract.

Construction Orders shall be issued to the Contractor at the City's discretion on an as-needed basis and in accordance with "Attachment A1 to section 01112 – Construction Order Assignment Procedure". All issued construction orders shall be started by the Contractor in the order they are received, unless otherwise directed by the Engineer. All issued construction orders are subject to

reprioritization by the Engineer on an as-needed basis. If the Contractor rejects three construction orders, the City reserves the right to not issue any further construction orders under the current contract and the contract with the Contractor may be terminated.

The contract duration is three (3) years. The contract cost ceiling may be increased, and the contract duration may be extended by the City.

1.2 GENERAL SCOPE OF WORK

A. Work In This Contract: Work in this Contract includes all labor, materials and equipment necessary for construction as noted on the Exhibit Style drawings issued with the Construction Orders and in the Project Manual and all other Contract Documents including the GENERAL CONDITIONS and GENERAL REQUIREMENTS.

1. For Construction Orders designated as Contractor Designed the CONTRACTOR shall furnish and provide all engineering services to complete designs and prepare construction documents for the construction of sidewalks, curb ramps, and related elements for the requested sites. The ENGINEER will provide the Contractor a set of reference plans which defines the scope of work on the construction order. It is the CONTRACTOR's responsibility to check all elements and transitional work needed at the site to comply to all Americans with Disabilities Act standards and California Building Code requirements.

2. The CONTRACTOR shall perform any required surveys that are necessary for design and construction. Refer to GENERAL REQUIREMENTS Section 01722 SURVEYING for survey requirements. The CONTRACTOR's cost for survey during design shall be included in the design bid item, and costs for survey during construction shall be included in the mobilization bid item.

3. The CONTRACTOR shall obtain clearances and permits as needed from the agencies having jurisdiction where work occurs, including City Planning for Historical Preservation Overlay Zone (HPOZ)'s. The CONTRACTOR shall implement HPOZ recommendations into design and construction to the extent allowed by ADA Requirements. All permits and fees shall be paid for by the CONTRACTOR. The Permit Fees shall be submitted to the engineer and reimbursed per General Requirements Section 01292 1.2A and 01254 as extra work.

4. The CONTRACTOR shall coordinate and secure traffic lane requirements with the Los Angeles Department of Transportation (LADOT). The CONTRACTOR shall provide Worksite Traffic Control Plans as required by LADOT for all the sites. CONTRACTOR shall engineer and design, implement and construct Worksite Traffic Control Plans for all sites to the satisfaction of the City.

   All control implementation costs per the latest editions of the City's standard plans, "W.A.T.C.H. Manual", and the "Manual on Uniform

Traffic Control Devices (MUTCD)" will be included in the bid item as described in Section 01280 MEASUREMENT AND PAYMENT.

Certain sites will require site specific traffic control plans to obtain permits from approving agencies to complete the scope of work. Approving agencies include, but are not limited to, Caltrans, Los Angeles Department of Transportation, and Major Transit and Transportation Construction Traffic Management Committee (TCTMC), and LADOT. If applicable, the CONTRACTOR must attend meeting(s), complete and provide all required items, and pay for all permit fees as required by the approving agency. All design and administrative costs shall be included in the traffic control design Bid Item included in the contract. The Traffic Plan must be stamped by a California Licensed Civil and/or Traffic Engineer. Permit fees are not included in the design Bid Item. Traffic Control Permit Fees shall be submitted to the engineer and reimbursed per General Requirements Section 01292 1.2A and 01254 as extra work.

5. For Construction Orders designated as Contractor Designed the CONTRACTOR shall be responsible for identifying and assessing any potential impacts to utilities or existing infrastructure and shall coordinate with impacted utility companies as necessary during design and construction.

   The CONTRACTOR shall design and construct the work with minimal utility impacts or relocations. All feasible options must be considered before proposing utility relocation. If avoiding relocation is not feasible, the CONTRACTOR must identify the utility impacted and the site in the Intermediate Sketch as defined in Section **1.2A7(h)** of this specification. The CITY's approval of the CONTRACTOR proposed utility relocation does not relieve the CONTRACTOR of sole responsibility for all utility impacts, costs, delays or damages, whether direct or indirect. Refer to GENERAL REQUIREMENTS Section 01711 SITE INVESTIGATION.

6. For Construction Orders designated as Contractor Designed the CONTRACTOR shall assume all liability and responsibility for all unknowns and/or differing site conditions, including but not limited to utilities, subsurface conditions, permits, etc., of any nature or kind. The CONTRACTOR shall also be responsible for errors and/or omissions discovered in the plans or specifications provided by the CONTRACTOR. All cases of differing site conditions and/or errors or omissions shall be brought to the attention of the Engineer of Record as well as the City Engineer. Resolution of the question by the Engineer of Record is intended and will be at no additional cost to the City. All such resolutions and modifications are subject to approval of the City Engineer.

7. DESIGN REQUIREMENTS FOR CONTRACTOR DESIGNED CONSTRUCTION ORDERS

   a. For Construction Orders designated as Contractor Designed the CONTRACTOR shall procure a Professional Engineer of Record (EOR) that is a licensed Civil Engineer registered in the State of

California for all design tasks, including Design Support during Construction. The CONTRACTOR and the CONTRACTOR's Engineer (EOR) shall assume all liability and responsibility for the RFC Plans.

(1) The CITY reserves the right to disapprove any candidate named as the EOR who fails to meet the provisions set forth herein. The CITY reserves the right to remove the EOR, who in the sole opinion of the CITY, has demonstrated incompetence, lack of ability, or other unsuitability to perform the Work.

(2) In the event the EOR leaves the employ of the CONTRACTOR before the Work is complete, the CONTRACTOR shall have fifteen (15) calendar days to replace the individual(s) and fulfill the requirements of this Article. In no event shall any Work proceed in the absence of the EOR on retainer, and all delays due to this event shall be at no cost to the CITY, and be eligible for the assessment of Liquidated Damages, should this delay the contract beyond the Contract Duration.

(3) The EOR shall have full authority to act as the Engineer of Record on behalf of the CONTRACTOR.

b. The CONTRACTOR shall provide the CITY with Intermediate Sketch (IS) Plans (see attachment A2), Ready for Construction (RFC) Plans (see ATTACHMENT A3), final sidewalk concrete quantities in square feet (SF), completed Technical Infeasibility Forms (TIF) where required in the TECHNICAL SPECIFICATIONS, and final As-Built Plans. Descriptions of the documents and their milestone deadlines are per the schedule included in Section **1.2A7(h)** of this specification.

c. The CONTRACTOR shall provide RFC Plans for every site showing the sidewalks, curb ramps and related elements necessary for construction of accessible pedestrian facilities. Related elements to be designed may include but are not limited to street pavement sections, curbs, curbs & gutters, driveways, curb ramps, retaining curbs/walls, bus pads, tree wells, curb drains, catch basins, parkways, alleys, handrails and guardrails, and transitional areas. Curb ramp plans shall also require the EOR's licensed Civil Engineer's stamp on the RFC Plans.

d. The CONTRACTOR shall perform all calculations and engineering to complete site designs in accordance with local, state, and federal requirements, including the CITY's Standard Plans, the 2010 Americans with Disabilities Act (ADA) Standards for Accessible Design, the 2019 California Building Code (CBC), and the TECHNICAL SPECIFICATIONS. Standard Plans and design manuals are available through the following website: http://eng.lacity.org/techdocs/index.htm

e. The CONTRACTOR shall incorporate all feasible means to avoid the removal of trees. Every tree removed shall require a biologist's report and a 10-day appeal period after the California Environmental Quality Act (CEQA) Notice of Exemption (NOE) has been filed. The CITY shall provide the biologist's report, and the CONTRACTOR shall file the NOE with the County of Los Angeles. **The cost to file the NOE are to be included per the Tree Removal Bid Items.**

f. Civil Plans and drawings, including Surveys, when required, shall be prepared in accordance with the Bureau of Engineering (BOE) CAD Standards using Autodesk AutoCAD or Civil 3D. CAD Standards, templates, and borders to be used are available through the following website: http://eng2.lacity.org/techdocs/CADSTDS/cad_details.htm .

g. The CONTRACTOR shall prepare a driveway analysis for driveways that adhere to the conditions described below or is on a hill where the running street grade is greater than 5%. Both conditions described below shall require the CITY's approval.

(1) Driveways reconstructed with a Q less than 4' width shall require a Driveway Exception Form, a TIF, and a scraping analysis. The scraping analysis shall show the current condition, the proposed condition with Q at 4' width, and the proposed condition with Q less than 4' width. If the Q is below 4', the CONTRACTOR shall attempt first a driveway Q at 3.5' width, then if needed, Q at 3' width.

(2) Driveways reconstructed with a Y slope greater than 10% shall require a Driveway Exception Form and a scraping analysis showing the current condition and the proposed condition.

h. Design Description of Documents

Design Document	Description
Intermediate Sketch Plans (IS)	Defined scope of work for each site and submit the plans for curb ramp designs, driveway designs and sidewalk design as per attached sample in Attachment A2. The following shall be included in the reference sheets such as property line, parcel addresses, work limits, transition panels, etc. All design plans and drawings shall be signed and stamped by the CONTRACTOR's Engineer of Record.

Ready to construct documents (RFC)	Resolved utility conflicts, resolved private property conflicts, resolved street furniture and other conflicts. Provide Design Plans and drawings, when required. Provide LADOT approved Traffic Control Plans, 3rd party utility permits (if required) for the approved intermediate sketches. Prepare and submit signed Right-of-Entry forms. Request latest version from the Engineer.

i. A Design Kick-off Meeting shall be held to discuss design requirements no later than five (5) calendar days after the issuance of the Notice to Proceed. The EOR shall be in attendance of all Design meetings. Payment for design shall include the cost for six (6) Meetings including the Design Kick-off Meeting. The CONTRACTOR shall provide a cost per meeting for any additional meetings requested by the CITY.

j. Submittal reviews by the ENGINEER and other City Agencies will be sent to the CONTRACTOR as redline mark-ups; the CONTRACTOR shall prepare a comment matrix to record all the comments. The CONTRACTOR is responsible for addressing each item on the comment matrix form to the satisfaction of the City.

k. It is advised that the CONTRACTOR perform a thorough field investigation of all the proposed sites to determine design and construction costs to reconstruct to ADA Compliance. The CONTRACTOR's costs for survey shall be included in the bid for the site design.

8. CONSTRUCTION REQUIREMENTS FOR CITY DESIGNED AND CONTRACTOR DESGINED CONSTRUCTION ORDERS

a. All Pedestrian Facilities as outlined in the Reference Sheets shall be constructed to conform to the latest edition and supplements of the Standard Specifications for Public Works Construction as adopted by the Board of Public Works of the City of Los Angeles and as modified by the corresponding issue of the "Brownbook" and all Technical sections of the project manual including the General Conditions and General Requirements and any special provisions and/or addendums.

b. The CONTRACTOR shall call (213) 485-5080 or submit inspection requests online. All work and materials area are subject to inspection. Requests for inspection must be made before 12:00 Noon the day prior to the date of inspection. Refer to GENERAL REQUIREMENTS Section 01452 INSPECTION OF THE WORK

c. The CONTRACTOR shall contact the Underground Service Alert of Southern California by telephoning 811 to obtain an inquiry identification at least two (2) working days prior to any

excavation work per GENERAL REQUIREMENTS Sections 01140 and 01711.

d. During Construction, failure of the CONTRACTOR to notify the utility agency for the agency to perform work at least ten (10) days in advance of any such removal and reinstallation shall be borne by the CONTRACTOR. All sufficient costs of such delays are at the sole expense of the CONTRACTOR

e. The CONTRACTOR shall adhere to the recommendations of City Planning with regards to the Historical Preservation Overlay Zone (HPOZ) to the extent feasible.

f. The CONTRACTOR shall notify the ENGINEER if any discrepancy or inconsistency should be discovered in the Contract documents regarding project scope and/or project limits. Some locations may require a site visit with an ENGINEER to determine the exact limits of construction.

g. The CONTRACTOR is responsible for notifying adjacent property owners for the upcoming construction work with a minimum of two week notice.

h. The CONTRACTOR shall provide safe and adequate pedestrian and vehicular access as required pursuant per GENERAL REQUIREMENTS 01120 INTERFACE / COORDINATION REQUIREMENTS and the Greenbook Section 7-10.1.

i. The CONTRACTOR shall notify the MTA Special Events Desk at (213) 922-4632 or Fax at (213) 922-4692 at least forty-eight (48) hours before any work that will affect normal bus operations. If no answer, call MTA Dispatch at any time, (213)-922-4634.

j. All new improvements including sidewalks, driveways and curb ramps shall comply with the 2010 ADA Standards with the 2019 CBC and verified by the Inspector and/or the Engineer prior to concrete pour.

k. The CONTRACTOR shall use e2020 to submit and receive all construction related documentation and submit all designs on this project per General Requirements Section 01116 ELECTRONIC DOCUMENT CONTROL.

l. RUSH HOUR EXEMPTION – the CONTRACTOR shall coordinate with the BOE and LADOT for work during the rush hour work moratorium, if needed.

m. If the CONTRACTOR chooses to proceed with the Rush Hour Exemption then the guidelines in the Bureau of Engineering Special Order No. 001-406 will apply. These guidelines shall be used to evaluate requests for rush hour work on major roads, and to approve or deny an exemption from the rush hour work prohibition. The guidelines shall apply to public works projects on major roads only. Major roads are Arterial Streets as designated

in the Transportation Element of the City's General Plan and defined in BOE Standard Plan S470-0. All Non-Arterial and Hillside Streets defined in BOE Standard Plan S-470-0 shall be exempt from Executive Directive No. 2. The CONTRACTOR shall submit a request in writing to the ENGINEER at least ten (10) calendar days before mobilizing to the site. The ENGINEER is not obligated to approve the Rush Hour Exemption Request.

n. To evaluate a request for rush hour work, the questions contained in these guidelines shall be answered. This will facilitate the approval or denial of an exemption from the rush hour work prohibition. Additional comments to help understand the request shall be allowed. All questions must be answered to the satisfaction of the BOE before an exemption is approved. However, questions that are not applicable to a specific request shall not count against the request.

o. The CONTRACTOR shall provide record drawings in accordance with GENERAL REQUIREMENTS Section 01783 PROJECT RECORD DOCUMENTS.

B. Modifications of Curb Ramps: Any curb ramps modified or redesigned during construction shall be covered by its Contract Bid Item and Unit Price. If the changes increase or decrease the Contract Bid Item quantities, then this adjustment shall be based upon the increase or decrease in quantity and the Contract Unit Price per Section 01254 "Change Orders" of the General Requirements.

C. Work Not In This Contract: "Work not in this Contract," "Work by others" and "Work by others but arranged and paid for by CONTRACTOR" are listed as follows:

1. All work or equipment indicated on the Construction Order Exhibit Plans or in this project as "work by others," and "work by others, but arranged and paid for by CONTRACTOR." The CONTRACTOR shall provide all necessary coordination, arrangement, and scheduling in accordance with General Conditions and other Sections of this Project Manual. CONTRACTOR shall appropriately pay for all charges, fees and costs specified to be paid for by the CONTRACTOR. The invoice received shall be submitted to the Engineer and reimbursed per General Requirements Section 01292 1.2A and 01254 as extra work.

a. For Construction Orders indicated as Contractor Designed the CONTRACTOR shall note all work or equipment on the IS and RFC Plans as "Not in Contract" or "N.I.C." for anything which implied exclusion from the Contract in any manner.

2. For Construction Orders indicated as Contractor Designed the CONTRACRTOR shall note all work or equipment on the IS and RFC Plans as "work by others," and "work by others, but arranged and paid for by CONTRACTOR" where applicable. The CONTRACTOR shall provide all necessary coordination, arrangement, and scheduling in

accordance with General Conditions and other Sections of this Project Manual. The CONTRACTOR shall appropriately pay for all charges, fees and costs specified to be paid for by the CONTRACTOR. The invoice received shall be submitted to the Engineer and reimbursed per General Requirements Section 01292 1.2A and 01254 as extra work.

3. Permanent Water Meter and Service Line: CONTRACTOR shall arrange for installation of permanent meter and water service line by the Department of Water and Power at their convenience, and CONTRACTOR shall pay all fees and charges. CONTRACTOR will be reimbursed for the Department of Water and Power fees and charges per General Requirements Section 01292 1.2A and 01254 as extra work. Construction light, power and water to be provided and paid for by the CONTRACTOR in accordance with the GENERAL REQUIREMENTS.

D. Related Work:

1. Documents affecting work of this Contract include, but are not limited to, the GENERAL CONDITIONS, DIVISION 1 - GENERAL REQUIREMENTS, and other Sections of the Project Manual.

1.3 SUMMARY OF REFERENCES

A. Contracted Work can be summarized by references to the Contract General Conditions, Sections in the Project Manual, Contract Drawings, Addenda, Notice to Bidders and Modifications to the Contract Documents.

B. It is recognized that the Contracted Work may also be unavoidably affected or influenced by other governing codes and Regulations, natural phenomenon, including weather conditions and other forces outside the Contract Documents.

(END OF SECTION)

ATTACHMENTS TO SECTION 01112

Attachments to General Requirements Section 01112 consists of five (5) document, as follows:

ATTACHMENT NUMBER	TITLE OF ATTACHMENT	NUMBER OF PAGES IN THIS ATTACHMENT
01112-A1	**Construction Order Assignment Procedure**	2
01112-A2	**Sample Intermediate Sketch (IS) Plans**	2
01112-A3	**Sample Ready for Construction (RFC) Plans**	1

ATTACHMENT TO SECTION 01112
CONSTRUCTION ORDER ASSIGNMENT PROCEDURE A1

1. The purpose of this section is to outline procedures for choosing one of the multiple Contractors for a construction order.

2. The Engineer is responsible for preparing the construction order, which includes an accurate and inclusive quantity take-off (QTO) estimate of all anticipated scopes of construction work.

OPTION 1: LOWEST QUANTITY TAKE-OFF ESTIMATE

a. The Engineer is responsible for preparing QTO estimates (projected costs) using each respective Contractor's as-bid unit prices.

b. The construction order shall be offered to the Contractor with the lowest QTO estimate.

OPTION 2: LOWEST LUMP-SUM COST PROPOSAL

a. Should the Engineer determine that some or all of the as-bid unit prices do not apply to the scope of work of a construction order, the Engineer will issue a "request for lump-sum cost proposal" to all Rapid Pedestrian Facility Repair Program Contractors for the portion of the work that is determined that the as-bid unit prices do not apply. The request for lump-sum cost proposal shall include a detailed description of the scope of work and shall be prepared by the Contractor in accordance with the GENERAL REQUIREMENTS, Section 01254-1.1.B.

b. Unless otherwise exempted by the Engineer, a pre-job walk by the Contractor is required before a cost-proposal is submitted to the Engineer.

c. The Contractor is responsible for submitting to the Engineer a cost proposal within 10 business days from the date of the request, or as otherwise specified by the Engineer.

d. Failure by a Contractor to submit a cost proposal within 10 business days or within the time frame specified by the Engineer will be considered a rejection of work.

e. The Contractor with the lowest total project cost (as-bid unit prices plus lump-sum cost proposal may be selected and issued a construction order for the work.

f. If all Contractors' cost proposals are found by the Engineer to be non-responsive, or at the Engineer's discretion, the Engineer may reject all cost proposals

3. If the Contractor with the lowest projected cost for new work (selected through using any of the two options outlined above), already has **three (3)** or more active construction orders, has any project that is more than **three (3)** months active without an extension granted by the Engineer, or for other reasons as determined by the Engineer, then the Engineer has the option of issuing the next Construction Order to the Contractor with the subsequent lowest project cost for that construction order. A Construction Order is considered active starting from the date the Construction Order is issued. The construction order is considered "not active" when the field inspector clears the site to go to final inspection, or as determined by the Engineer. If the finals inspector finds additional punch list items and the work is found to be unacceptable, then the construction order may be moved back to "active" status until the work is corrected and accepted

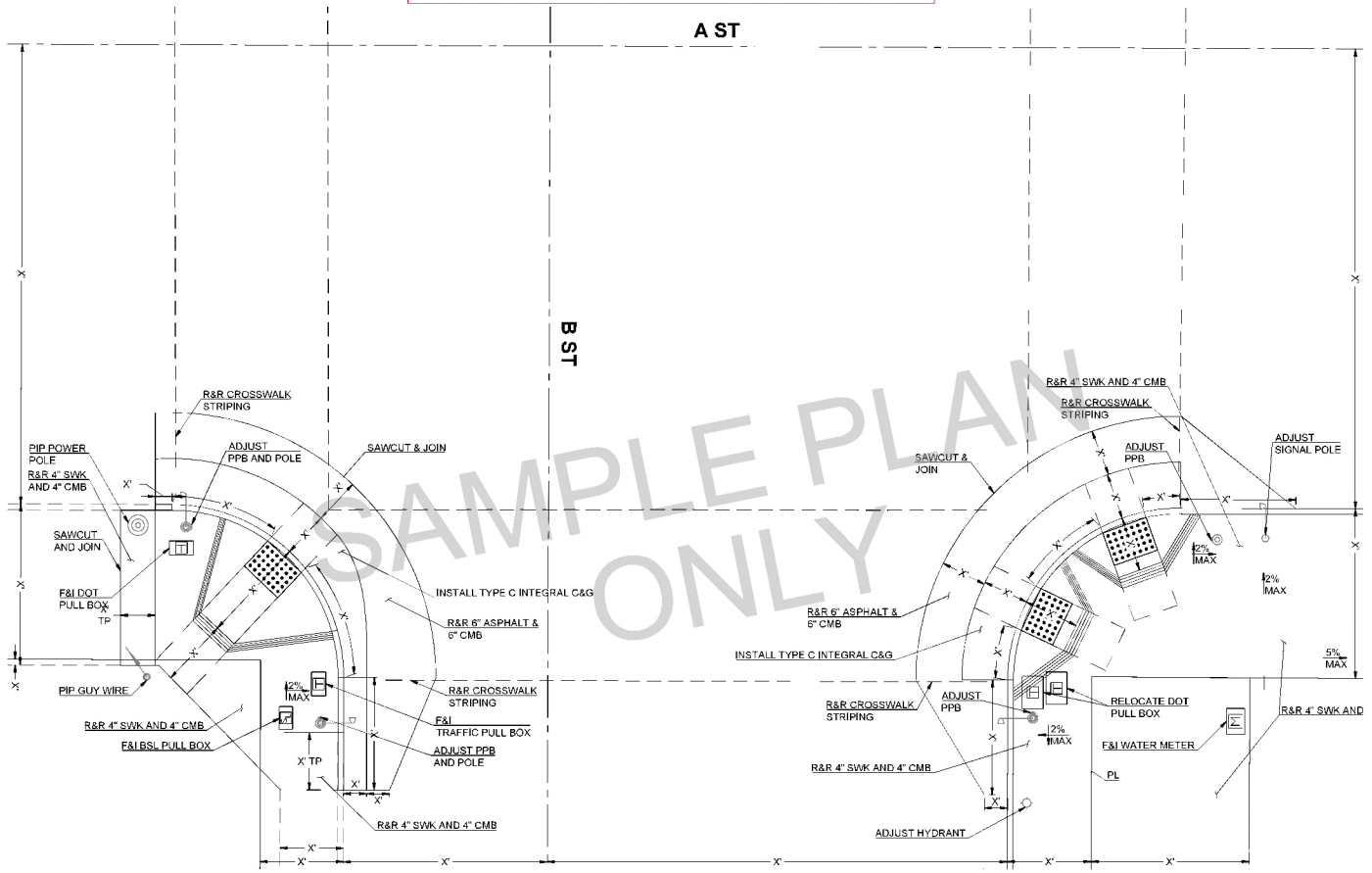
by the finals inspector. The date of completion of the project shall be the date indicated on the Statement of Completion per the General Conditions, Section 00407.

4. If a construction order is turned down by, or not mobilized to by the Contractor within the timeframe specified by the Engineer, the construction order shall be considered a rejection of the work and the construction order may be re-issued to the Contractor with the subsequent, lowest, total project cost for that construction order subject to the criteria in subsection 3. If all contractors have **three (3)** or more projects for a duration longer than three months the next Construction Order is issued to the Contractor with the lowest project cost.

5. During the course of construction, a lump-sum cost proposal for unanticipated work not covered by the existing bid items may be requested by the ENGINEER. The CONTRACTORS' lump sum cost proposal will be evaluated by the ENGINEER. If the lump sum proposal is approved, a revised construction order or change order will be issued. If the provided cost proposal is not acceptable to the ENGINEER, the CONTRACTOR will be demobilized. The ENGINEER may issue a "request for lump-sum cost proposal" to the remaining CONTRACTORS with a detailed description of work. The CONTRACTOR with the lowest total project cost (as-bid unit prices plus lump-sum cost proposal) may be selected and issued a construction order for the remaining work. If all CONTRACTORS cost proposals are found by the ENGINEER to be non-responsive, or at the ENGINEER'S discretion, the ENGINEER may reject all cost proposals.

(END OF SECTION)

ATTACHMENT A2



SAMPLE PLAN ONLY

ENGINEERING
CITY OF LOS ANGELES

BUREAU OF ENGINEERING
DEPARTMENT OF PUBLIC WORKS

SHEET TITLE: CURB RAMP PLANS
PROJECT: SIDEWALK REPAIR PROGRAM PACKAGE NO. xx
ADDRESS: SITE xxxx - ADDRESS, LOS ANGELES, CA, 9xxxx

CD NO. XXXX

CITY OF LOS ANGELES
GARY LEE MOORE, P.E., ENV. SP
CITY ENGINEER
DESIGNED BY:
DRAWN BY:
CHECKED BY:
APPROVED BY:

WORK ORDER NO. XXX#####

SHEET NAME C10X
SHEET X OF X SHEETS

THE CITY OF LOS ANGELES OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF ELECTRONIC COPIES OF THIS PLAN SHEET

REVISION DATES
DESIGN STAGE ONLY)

Sheet Version 2.01

INTERMEDIATE SKETCH

ATTACHMENT TO SECTION 01112 CONSTRUCTION ORDER ASSIGNMENT PROCEDURE
Attachment A2

ATTACHMENT A2

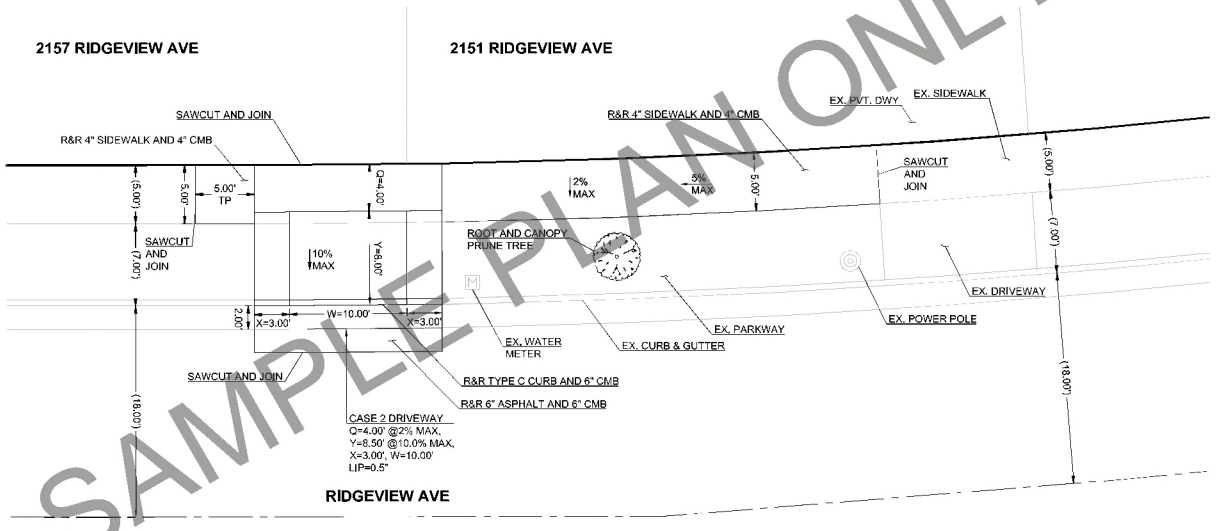
NOTICE TO CONTRACTORS

1. ALL WORK SHALL COMPLY WITH THE FOLLOWING:

   1.1. ALL NOTES, DRAWINGS, AND STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, INCLUDING CURRENT SUPPLEMENTS, ADDENDA, AND REVISIONS THEREOF.
   1.2. 2020 CITY OF LOS ANGELES BUILDING CODE (LABC) BASED ON 2018 CALIFORNIA BUILDING CODE (CBC) AND 2018 INTERNATIONAL BUILDING CODE (IBC).
   1.3. CITY OF LOS ANGELES STANDARD PLANS (STANDARD PLANS) PER VERSION AS SHOWN ON PLAN.
   1.4. 2010 AMERICANS WITH DISABILITIES ACT (ADA) STANDARDS FOR ACCESSIBLE DESIGN.
   1.5. ALL APPLICABLE LOCAL, STATE, AND FEDERAL CODES, ORDINANCES, LAWS, REGULATIONS, AND PROTECTIVE COVENANTS GOVERNING THE SITE OF ACTUAL WORK AND/OR CONSTRUCTION.
   1.6. REFERENCE STANDARDS PER LABC, STANDARD PLANS, STANDARD SPECIFICATIONS, INCLUDING THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREEN BOOK) AND THE CORRESPONDING "ADDITIONS AND AMENDMENTS TO THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION" (BROWN BOOK),, AS NOTED HEREIN AND REQUIRED BY EACH STANDARD AND/OR SPECIFICATION.

2. STANDARD PLANS FOR THIS PROJECT:

S-410-2	TYPES OF CURB AND GUTTER
S-430-1	JOINTS IN CONCRETE PAVEMENT
S-440-4	DRIVEWAYS
S-444-0	SIDEWALKS



SAMPLE PLAN ONLY

PLAN
NOT TO SCALE

ENGINEERING
CITY OF LOS ANGELES

BUREAU OF ENGINEERING
DEPARTMENT OF PUBLIC WORKS
CITY OF LOS ANGELES
GARY LEE MOORE, P.E., ENV SP
CITY ENGINEER

VERTICAL CONTROL: NOT TO SCALE
HORIZONTAL CONTROL: NOT TO SCALE

PROJECT TITLE
SIDEWALK REPAIR PROGRAM - PACKAGE NO. BSS-30
SITE 1259 - 2151 W RIDGEVIEW AVE - CD 14

ADDRESS
2151 W RIDGEVIEW AVE
LOS ANGELES, CA 90041

DESIGNED
DRAWN
CHECKED
APPROVED

CD NO.
INDEX NO.
WORK ORDER NO.

SHEET NAME
C101
SHEET 1 OF 1 SHEETS

Attachment A2

INTERMEDIATE SKETCH

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REVISION DATES
USE RIGHT SHIFT ONLY

Sheet Version 4.0

C:\Users\mtablan\Box\Michael Tablan\Pkg 62 - Design Build\c-1259-2151 W Ridgeview Ave 8/29/2022 9:43 AM

ATTACHMENT A3

GENERAL NOTES:

GENERAL

1. ALL WORK SHALL COMPLY WITH THE FOLLOWING:

   1.1 ALL NOTES, DRAWINGS, AND STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, INCLUDING CURRENT SUPPLEMENTS, ADDENDA, AND REVISIONS THEREOF.

   1.2 2020 CITY OF LOS ANGELES BUILDING CODE (LABC) BASED ON 2019 CALIFORNIA BUILDING CODE (CBC) AND 2022 CBC CODE

   1.3 CITY OF LOS ANGELES STANDARD PLANS (STANDARD PLANS) PER VERSION AS SHOWN ON PLAN.

   1.4 2010 AMERICANS WITH DISABILITIES ACT (ADA) STANDARDS FOR ACCESSIBLE DESIGN.

   1.5 ALL APPLICABLE LOCAL, STATE, AND FEDERAL CODES, ORDINANCES, LAWS, REGULATIONS, AND PROTECTIVE COVENANTS GOVERNING THE SITE OF ACTUAL WORK AND/OR CONSTRUCTION.

   1.6 REFERENCE STANDARDS PER LABC, STANDARD PLANS, STANDARD SPECIFICATIONS, INCLUDING THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREEN BOOK) AND THE CORRESPONDING "ADDITIONS AND AMENDMENTS TO THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION" (BROWN BOOK)., AS NOTED HEREIN AND REQUIRED BY EACH STANDARD AND/OR SPECIFICATION.

2. STANDARD PLANS FOR THIS PROJECT:
   S-410-2 TYPES OF CURB AND GUTTER
   S-430-1 JOINTS IN CONCRETE PAVEMENT
   S-431-0 JOINTS IN CONCRETE SIDEWALKS
   S-442-6 CURB RAMPS
   S-444-0 SIDEWALKS

3. CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UNDERGROUND UTILITIES AND SUBSTRUCTURES PRIOR TO EXCAVATION AND PROTECT IN PLACE ALL UTILITIES AND SUBSTRUCTURES ENCOUNTERED. DAMAGED FACILITIES SHALL BE REPAIRED AT FULL COST TO THE CONTRACTOR.

4. CONTRACTOR SHALL PROVIDE MEANS AND METHODS TO PREVENT DAMAGE TO ALL ITEMS NOTED SOLELY AS EXISTING OR TO BE PROTECTED IN PLACE (PIP). CONTRACTOR SHALL CONTACT THE CITY ENGINEER IMMEDIATELY UPON DAMAGE TO THESE ITEMS FOR INSTRUCTIONS ON THE REPAIR.

5. CONSTRUCTION STAKES FOR CURB AND LONGITUDINAL GUTTER, WITH GRADE LESS THAN 0.5%, SHALL BE SET AT 12.5 FEET ON CENTER.

6. ALL CONCRETE CURB AND GUTTER, AND PAVEMENT WITH LESS THAN 1% GRADE SHALL BE WATER TESTED PRIOR TO FINAL ACCEPTANCE TO ENSURE POSITIVE DRAINAGE WITHOUT LOW SPOTS. IF ANY AREAS ARE IDENTIFIED WHERE PONDING OCCURS, THE CONTRACTOR SHALL REMOVE AND REPLACE THOSE IMPROVEMENTS AT HIS EXPENSE.

CIVIL / SURVEY

7. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PRESERVATION OF SURVEY MONUMENTS INCLUDING PROPERTY AND CORNER SURVEY MARKERS AND BENCH MARKS. CONTRACTOR SHALL SUBMIT ACCEPTABLE PRECONSTRUCTION SURVEY TIE NOTES TO THE ENGINEER AT LEAST SEVEN (7) WORKING DAYS BEFORE THE START OF CONSTRUCTION. LOST OR DISTURBED MONUMENTS SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE BY A CALIFORNIA LICENSED LAND SURVEYOR OR REGISTERED CIVIL ENGINEER AUTHORIZED TO PRACTICE LAND SURVEYING.

8. THE CONTRACTOR SHALL CONSTRUCT ALL ITEMS BY REFERENCING THE CONTROL POINTS AND ELEVATION POINT CALLOUTS AS INDICATED ON THIS PLAN.

9. CONTRACTOR SHALL CONSTRUCT CURB RAMPS TO ELEVATIONS PER PLAN. ELEVATIONS SHOWN FOR CURB RAMPS WILL THEREFORE GOVERN AND CONTROL ADJOINING SIDEWALK CONSTRUCTION. IF CONTRACTOR CONSTRUCTS THE SIDEWALK PRIOR TO THE ADJOINING CURB RAMP, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE SIDEWALK CONSTRUCTION ACCOMMODATES CONSTRUCTION OF CURB RAMPS PER PLAN ELEVATIONS.

10. THE INSTALLATION OF AN ALTERNATE BI-DIRECTIONAL CURB RAMP (CASE I/J) HAS BEEN APPROVED BY THE CITY ENGINEER AT THE LOCATIONS IDENTIFIED ON THIS PLAN.

LOS ANGELES DEPARTMENT OF TRANSPORTATION (LADOT)

11. TRAFFIC SIGNAL EQUIPMENT (POLES, PULLBOXES, CONDUITS, CABLES, ETC.) RELOCATION WORK MUST BE PERFORMED BY LICENSED CONTRACTORS THAT HAVE APPROVAL FROM LADOT TO PERFORM TRAFFIC SIGNAL EQUIPMENT RELOCATION WORK WITHIN THE CITY OF LOS ANGELES. CONTRACTOR SHALL CONTACT GEORGE NOCIFORE AT GEORGE.NOCIFORE@LACITY.ORG OR (213) 216-4677, TIM CONGER AT TIM.CONGER@LACITY.ORG, AND CITY'S CONSTRUCTION MANAGER AT LEAST 10 BUSINESS DAYS PRIOR TO CONSTRUCTION TO COORDINATE INSPECTION FOR TRAFFIC SIGNAL PULL BOX RELATED WORK.

12. CONTRACTOR SHALL CONTACT GEORGE NOCIFORE AT GEORGE.NOCIFORE@LACITY.ORG OR (213) 216-4677, TIM CONGER AT TIM.CONGER@LACITY.ORG, AND CITY'S CONSTRUCTION MANAGER AT LEAST 10 BUSINESS DAYS PRIOR TO CONSTRUCTION FOR CROSSWALK PUSH BUTTON ADJUSTMENT WORK BY OTHERS.

13. CONTRACTOR SHALL CONTACT GEORGE NOCIFORE AT GEORGE.NOCIFORE@LACITY.ORG OR (213) 216-4677, TIM CONGER AT TIM.CONGER@LACITY.ORG, AND CITY'S CONSTRUCTION MANAGER AT LEAST TEN (10) BUSINESS DAYS PRIOR TO CONSTRUCTION TO COORDINATE THE DEACTIVATION, REMOVAL, REINSTALLATION, AND/OR REACTIVATION OF ANY TRAFFIC CONTROL INDUCTION LOOP(S) IN CONFLICT WITH CONSTRUCTION ACTIVITIES.

14. CONTRACTOR SHALL CONTACT KEVIN ECKER AT KEVIN.ECKER@LACITY.ORG AND RAMON LARIOS AT RAMON.LARIOS@LACITY.ORG FROM THE LOS ANGELES DEPARTMENT OF TRANSPORTATION (LADOT) TO REQUEST REPAINTING OF CURB PAINT/CROSSWALK STRIPING TO MATCH EXISTING PAINT COLOR WHERE APPLICABLE WITHIN THE SCOPE OF WORK AT LEAST 10 BUSINESS DAYS PRIOR TO CONSTRUCTION START DATE.

15. CONTRACTOR SHALL CONTACT GEORGE NOCIFORE AT GEORGE.NOCIFORE@LACITY.ORG OR (213) 216-4677, TIM CONGER AT TIM.CONGER@LACITY.ORG, AND CITY'S CONSTRUCTION MANAGER AT LEAST 30 BUSINESS DAYS PRIOR TO CONSTRUCTION TO REQUEST POLE ADJUSTMENT WORK BY DOT FORCES.

BUREAU OF STREET LIGHTING (BSL)

16. CONTRACTOR SHALL CONTACT SERGEY LEONICHEV FROM BUREAU OF STREET LIGHTING AT SERGEY.LEONICHEV@LACITY.ORG AND CITY'S CONSTRUCTION MANAGER TO REQUEST REPLACEMENT AND INSTALLATION OF PULLBOX AT LEAST 10 BUSINESS DAYS PRIOR TO CONSTRUCTION.

DEPARTMENT OF WATER AND POWER (DWP)

17. CONTRACTOR SHALL IDENTIFY AND MARK ALL UTILITY POLE GUY WIRES WITHIN THE WORK AREA WITH YELLOW CAUTION TAPE. EXCAVATION AROUND GUY WIRE SHALL BE HAND DUG. THE USE OF POWER EQUIPMENT IS PROHIBITED.

STANDARD SYMBOLS & LEGENDS

SANITATION
- MAINTENANCE HOLE
- SEWER MAINTENANCE HOLE
- SEWER CLEANOUT

STORM WATER
- DRAIN MAINTENANCE HOLE
- SURFACE DRAIN

POWER
- POWER MAINTENANCE HOLE
- POWER POLE
- GUY WIRE
- ELEC. VENT
- ELECTRIC PULLBOX

WATER
- WATER VALVE
- WATER METER
- FIRE HYDRANT
- IRRIGATION PULLBOX

GAS
- GAS VALVE
- GAS METER

TRAFFIC CONTROL
- LIGHT STANDARD
- TRAFFIC STANDARD
- LIGHT & TRAFFIC STANDARD
- TRAFFIC SIGNAL PULLBOX
- STREET LIGHTING PULLBOX
- PEDESTRIAN CROSSWALK PUSH BUTTON

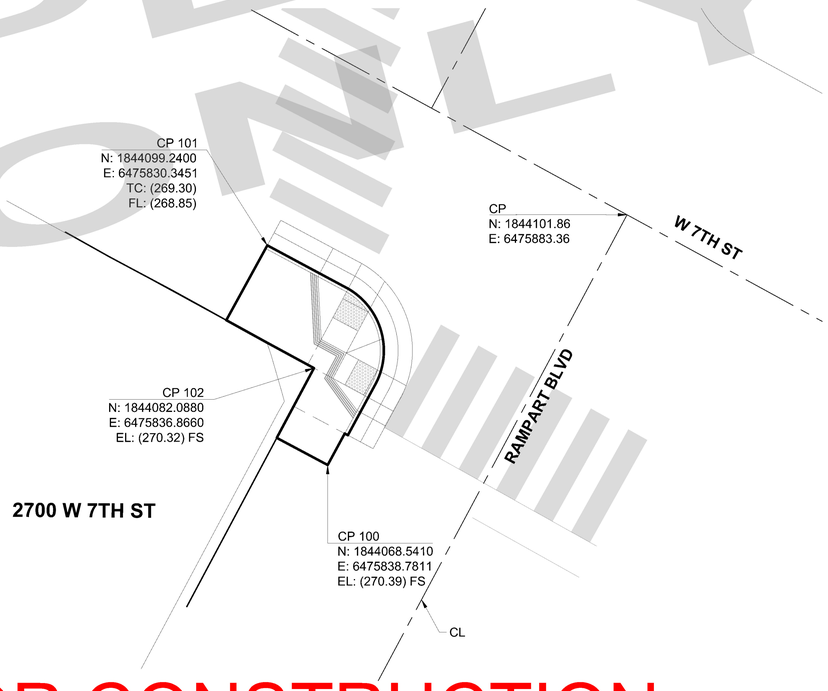
COMMUNICATIONS
- TELEPHONE MAINTENANCE HOLE

MISCELLANEOUS
- PUBLIC PHONE
- SIGN
- GUARD POST
- NEWS STAND
- PULLBOX
- PARKING METER
- HANDICAP ACCESS
- MAIL BOX
- BIKE RACK

ABBREVIATIONS

BCR	BEGIN CURB RADIUS
BW	BACK OF WALK
CF	CURB FACE
CL	CENTER LINE
CR	CURB RAMP
ECR	END CURB RADIUS
EG	EDGE OF GUTTER
EX	EXISTING
EXIST	EXISTING
FL	FLOW LINE
FS	FINISH SURFACE
LT	LEFT
PIP	PROTECT IN PLACE
PL	PROPERTY LINE
R	RADIUS
RT	RIGHT
STA	STATION
t	THICKNESS
TC	TOP OF CURB
TP	TRANSITION PANEL
TYP	TYPICAL
⌒	ARC LENGTH

- TREE- SIZE IN INCHES
- PALM TREE- SIZE IN INCHES
- CONCRETE PAVEMENT
- NON-WALKABLE SURFACE
- PARKWAY



ABBREVIATIONS:

AC	–	ASPHALT CONCRETE
BLRD	–	BOLLARD
CB	–	CATCH BASIN
CP	–	CONTROL POINT
CONC	–	CONCRETE
COR	–	CORNER
COMMPB	–	COMMUNICATION PULL BOX
EJB	–	ELECTRIC JUNCTION BOX
EPB	–	ELECTRIC PULL BOX
EBP	–	ELECTRIC BOX PANEL
EX.	–	EXISTING
FD	–	FOUND
FOC	–	FACE OF CURB
FL	–	FLOWLINE
FS	–	FINISH SURFACE
FOW	–	FACE OF WALL
GB	–	GRADE BREAK
INV	–	INVERT
LS	–	LICENSED SURVEYOR
SS	–	SANITARY SEWER
SSMH	–	SANITARY SEWER MANHOLE
SDMH	–	STORM DRAIN MANHOLE
SPK	–	SPIKE
SLPB	–	STREET LIGHT PULL BOX
TC	–	TOP OF CURB
TW	–	TOP OF WALL
WM	–	WATER METER
WV	–	WATER VALVE

LEGEND:

- STREET LIGHT
- POWER POLE
- FIRE HYDRANT
- SIGN
- ELECTRIC PULL BOX
- STORM DRAIN MANHOLE
- WATER METER
- SANITARY SEWER MANHOLE
- WATER GATE VALVE
- GAS VALVE

PREPARED BY:
CWE
1561 E. ORANGETHORPE AVE.
SUITE 240
FULLERTON, CA 92831
TEL (714) 526-7500
www.cwecorp.com

N

PLAN
SCALE 1" = 10'
10' 0 10' 20'

ENGINEERING
CITY OF LOS ANGELES
SWD

REGISTERED PROFESSIONAL ENGINEER
No. C 52060
Exp.12/31/2024
CIVIL
STATE OF CALIFORNIA

• AS BUILT STAMP •

BUREAU OF ENGINEERING
VERTICAL CONTROL: NAVD 1988, 2000 ADJ, BM 12-07710
HORIZONTAL CONTROL: F.B. 1840/ PG. 36, F.B. 132-201/ PG. 127 & 128
PROJECT TITLE: GENERAL NOTES AND SURVEY CONTROL
PROJECT SITE # - COUNCIL DISTRICT: SITE 4071 - 2700 W 7TH ST - CD 1
ADDRESS: 2700 W 7TH ST LOS ANGELES, CA 90057

DEPARTMENT OF PUBLIC WORKS

NO.	REVISIONS:	DATE:	BY:

CIP NO. SP111
INDEX NO.

CITY OF LOS ANGELES
TED ALLEN, P.E.
CITY ENGINEER

	DESIGN GROUP	DATE:
ENGINEER:	VIK BAPNA, P.E.	10/16/24
DESIGNED BY:	MIKE NGUYEN	10/16/24
DRAWN BY:	MIKE NGUYEN	10/16/24
CHECKED BY:	DAVID NGUYEN, P.E.	10/16/24
APPROVED BY:	DAVID NGUYEN, P.E.	10/16/24

WORK ORDER NO.
E1909085

SHEET NAME
C1101
SHEET 1 OF 2 SHEETS

REVISION DATES (DESIGN STAGE ONLY)

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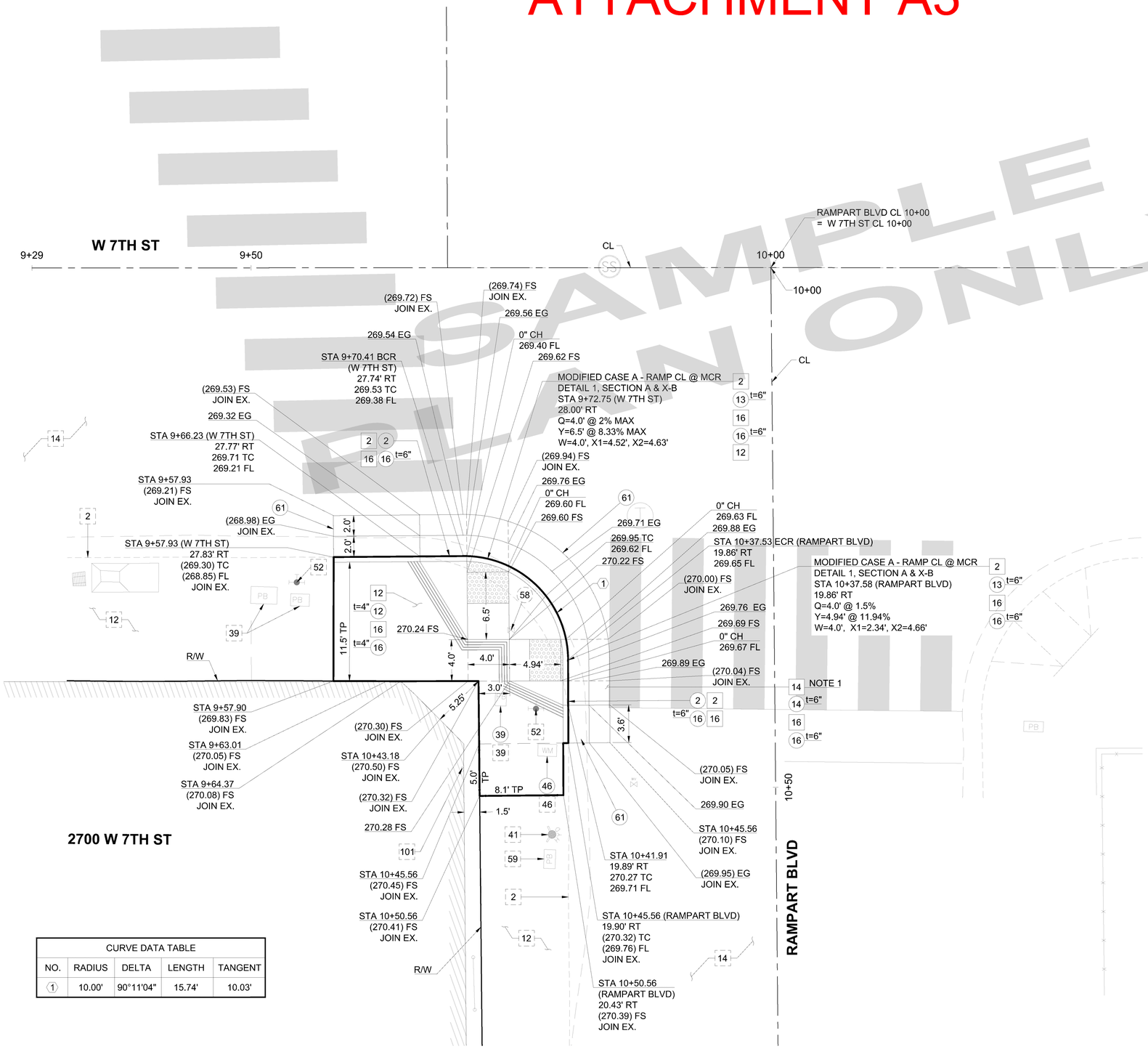
SAMPLE PLAN ONLY
READY FOR CONSTRUCTION
ATTACHMENT TO SECTION 01112 CONSTRUCTION ORDER ASSIGNMENT PROCEDURE

ATTACHMENT A3

SAMPLE PLAN ONLY



CURVE DATA TABLE				
NO.	RADIUS	DELTA	LENGTH	TANGENT
①	10.00'	90°11'04"	15.74'	10.03'

CONSTRUCTION SYMBOLS

- CONSTRUCT
- EXISTING
- REMOVE
- REMODEL EXISTING
- REMOVE & CONSTRUCT
- WORK BY OTHERS

CONSTRUCTION NOTES		
NO.	DESCRIPTION	STANDARD PLAN
1	TYPE A CONCRETE CURB	S-410-2
2	TYPE C CONCRETE CURB AND GUTTER (a=PER PLAN, b=6")	S-410-2
8	CONCRTE PAVEMENT (AS NOTED)	–
10	CONCRETE DRIVEWAY (AS NOTED)	S-440-4
12	CONCRETE WALK (t=4")	S-444-0
13	CURB RAMP (CASE PER PLAN)	S-442-6
14	ASPHALT CONCRETE PAVEMENT (AS NOTED)	–
16	CRUSHED MISC. BASE MATERIAL (AS NOTED)	–
38	STREET LIGHTING PULL BOX	–
39	TRAFFIC SIGNAL PULL BOX	–
41	FIRE HYDRANT	–
46	WATER METER	–
52	POLE - " TRAFFIC SIGNAL"	–
58	GAS VALVE	–
59	UTILITY BOX/VAULT	–
61	SAWCUT AND JOIN	–
63	PEDESTRIAN CROSSING PUSH BUTTON POLE	–
101	HOSE BIB	–

PREPARED BY:
1561 E. ORANGETHORPE AVE.
SUITE 240
FULLERTON, CA 92831
TEL (714) 526-7500
www.cwecorp.com

PLAN
SCALE 1" = 5'
5' 0 5' 10'

READY FOR CONSTRUCTION

ENGINEERING
CITY OF LOS ANGELES
SWD

AS BUILT STAMP

REGISTERED PROFESSIONAL ENGINEER
AVAGRAM BAPNA
No. C 52060
Exp. 12/31/2024
CIVIL
STATE OF CALIFORNIA

BUREAU OF ENGINEERING
VERTICAL CONTROL: NAVD 1988, 2000 ADJ; BM 12-07710
HORIZONTAL CONTROL: F.B. 1940/7 PG. 36; F.B. 132-201 PG. 127 & 128
PROJECT TITLE: ROAD SHEET
7TH ST AT RAMPART BLVD (SW CORNER)
PROJECT SITE # - COUNCIL DISTRICT:
SITE 4071 - 2700 W 7TH ST - CD 1
ADDRESS: 2700 W 7TH ST
LOS ANGELES, CA 90057

DEPARTMENT OF PUBLIC WORKS

NO.	REVISIONS:	DATE:	BY:

CIP NO. SP111
INDEX NO.

CITY OF LOS ANGELES
CITY ENGINEER: TED ALLEN, P.E.
DATE:

DESIGN GROUP			
ENGINEER:	VIK BAPNA, P.E.	Vik Bapna	10/16/24
DESIGNED BY:	MIKE NGUYEN	Mike Nguyen	
DRAWN BY:	MIKE NGUYEN	Mike Nguyen	
CHECKED BY:	DAVID NGUYEN, P.E.	David Nguyen	10/16/24
APPROVED BY:	DAVID NGUYEN, P.E.	David Nguyen	

WORK ORDER NO.
E1909085

SHEET NAME
C1102
SHEET 2 OF 2 SHEETS

ATTACHMENT TO SECTION 01112 CONSTRUCTION ORDER ASSIGNMENT PROCEDURE

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REVISION DATES
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Z:\F24534\06 Tasks\D1 Design\60 Streets\SRP SET #6\Site 4071 - 2700 W 7TH ST\2 Engineering\Sheets\Civil Plans\Site 4071 c-sheet - 7th St_OPTION I with TIF-MN 10/8/2024 4:35 PM

SECTION 01114
ISSUANCE OF DRAWINGS AND THE PROJECT MANUAL

1.1 THE REQUIREMENT

A. Unless otherwise provided in the Contract Documents, the ENGINEER will furnish to the CONTRACTOR **electronic PDF files** each of the Drawings, Project Manual and, where applicable, Geotechnical Data Report (GDR) without charge. Additional sets desired by the CONTRACTOR or Subcontractors will be furnished upon request, but at the CONTRACTOR'S expense.

B. All Drawings, Specifications, Special Provisions, and copies thereof are the property of the CITY. They are not to be used on other work. All necessary bid documents will be available to prospective bidders via the City of Los Angeles Regional Alliance Marketplace for Procurement (www.rampla.org/s/).

(END OF SECTION)

SECTION 01115
MANDATORY PROVISIONS

1.1 THE REQUIREMENT

A. Any mention in the Divisions of this Project Manual which follow the General Requirements or indication on drawings of articles, materials, operations, or methods requires that the CONTRACTOR provide each item mentioned or indicated, of quality or subject to qualifications noted; perform according to conditions stated, each operation the same prescribed; and provide therefore all necessary labor, equipment, and incidentals, even though such mention of articles, materials, operations, methods, quality, qualifications, or conditions is not expressed in complete sentences.

(END OF SECTION)

SECTION 01116
ELECTRONIC DOCUMENT CONTROL

1.1 USE OF ELECTRONIC DOCUMENT CONTROL SYSTEM

A. The CONTRACTOR shall use the City's cloud-based electronic document control system to submit and receive all construction related documentation on this project. The system used is "e2020" and all costs associated with the use of the software have been paid for by the City. The website address to be used will be provided by the ENGINEER after award of the contract. The CITY will provide training to the CONTRACTOR on the use of the system. As coordinated with other sections of these project specifications, the information to be generated, transmitted and tracked by the e2020 document control system shall include, but not be limited to the following:

1. Correspondence (including Engineer's Communication).
2. Plan Clarifications.
3. Requests for Information (RFI's).
4. Submittals & Shop Drawings.
5. Change Orders.
6. Allowance Orders.
7. Progress Photos.
8. Project Schedules.
9. Meeting Minutes.
10. Permits.
11. Partnering (Issue Resolution Ladder, Charter).
12, Claims Resolution.
13. Building Information Modeling Coordination.

B. When hard copies of drawings or product samples are required to be submitted that cannot be submitted through e2020, the CONTRACTOR shall:

1. Upload a transmittal sheet for the submittal in e2020,
2. Submit six (6) full-size hard copies,
3. Submit one half-sized hard copy (not exceeding 11x17 inches),
4. Transmit electronic files to the ENGINEER in Adobe Acrobat (.PDF) format.

C. The CONTRACTOR shall be responsible for the installation of its own computer system and scanner. In addition, the CONTRACTOR shall be responsible for the procurement of an Internet Service Provider (ISP) with a high-speed broadband internet connection for its own use, as well as the ENGINEER's/INSPECTOR's use at the site offices to access the document control system.

D. At the request of the ENGINEER, the CONTRACTOR must provide a hard copy of approved submittals to the INSPECTOR, at no additional cost to the CITY.

(END OF SECTION)

SECTION 01120
INTERFACE / COORDINATION REQUIREMENTS

1.1 THE REQUIREMENT

A. Traffic and Access

1. The CONTRACTOR'S operations shall cause no unnecessary inconvenience. The access rights of the public shall be considered at all times. Unless otherwise authorized, traffic shall be permitted to pass through the Work, or an approved detour shall be provided.

2. Safe and adequate pedestrian and vehicular access shall be provided and maintained to: residences; fire hydrants; commercial and industrial establishments; churches, schools and parking lots; service stations and motels; hospitals; police and fire stations; and establishments of similar nature. Access to these facilities shall be continuous and unobstructed unless otherwise approved by the ENGINEER.

3. The CONTRACTOR shall provide and install steel plates to bridge any excavation in the public right-of-way. Such bridging shall be in accordance with the provisions of the latest edition of the Work Area Traffic Control Handbook (WATCH), and in addition, shall have a nonskid surface with coefficient of friction of 0.35 per California Test 342 for all steel plates within the traveled roadway of streets and alleys. When required by the INSPECTOR, the CONTRACTOR shall certify in writing to the INSPECTOR that steel plates to be used in the Work meet the required static coefficient of friction. Also, when required by the INSPECTOR, the CONTRACTOR shall have steel plates to be used in the Work tested in accordance with the above standards for the verification of required static coefficients of friction. Testing shall be done by an independent laboratory approved by the INSPECTOR. The CONTRACTOR shall pay for any costs associated with the testing of steel plates.

4. At least ten (10) days before the start of construction, the CONTRACTOR is required to notify, in writing, abutting property occupants of the proposed construction start date. A copy of said written notification shall be provided to the INSPECTOR.

5. The CONTRACTOR shall notify the MTA Special Events Desk at **(213) 922-4632, (213) 922-4692(Fax)** at least forty-eight (48) hours before any work that will affect normal bus operations. If no answer, call MTA Dispatch at any time, (213)-922-4634.

6. Safe and adequate pedestrian zones and public transportation stops, as well as pedestrian crossings of the Work at intervals not exceeding 90m (300 feet), shall be maintained unless otherwise approved by the ENGINEER. If required by the construction, the CONTRACTOR may close only one crosswalk at a time at intersections having four crosswalks. If construction requires closure of two or more crosswalks at an intersection, the CONTRACTOR shall obtain LADOT approval before implementation of the closure. LADOT approval is required prior to closing of any crosswalk at intersections having fewer than four crosswalks.

7. Vehicular access to residential driveways shall be maintained to the property line except when necessary construction precludes such access for reasonable periods of time. If backfill has been completed to the extent that safe access may be provided, and the street is opened to local traffic, the CONTRACTOR shall immediately clear the street and driveways and provide the maintained access.

8. The CONTRACTOR shall cooperate with the various parties involved in the delivery of mail and the collection and removal of trash and garbage to maintain existing schedules for these services.

9. Grading operations, roadway excavation and fill construction shall be conducted by the CONTRACTOR in a manner to provide a reasonably satisfactory surface for traffic. When rough grading is completed, the roadbed surface shall be brought to a smooth, even condition satisfactory for traffic.

10. Work shall be performed in only one-half of the roadway at one time. One-half of the roadway shall be kept open and unobstructed until the opposite side is ready for use by traffic. The CONTRACTOR shall phase the removal operations so as to maintain the specified traffic lanes on the existing pavement until sufficient new pavement is constructed to accommodate the traffic requirements. If one-half of a street is only being improved, a smooth, even surface and a condition satisfactory for traffic shall be maintained on the other one-half.

11. Where no pavement exists in a roadway, and traffic is to be maintained through the Worksite, the CONTRACTOR shall conduct its operations in a manner to provide a smooth, even surface satisfactory for traffic, reasonably free of mud and dirt.

12. The CONTRACTOR shall include in its Bid all costs for the above requirements.

B. Street Closures, Detours, Barricades

1. The CONTRACTOR shall comply with all applicable State, County and CITY requirements for closure of streets. The CONTRACTOR shall provide barriers, guards, lights, signs, temporary bridges, flagpersons, and watchpersons. The CONTRACTOR shall be responsible for compliance with additional public safety requirements that may arise. The CONTRACTOR shall furnish and install signs and warning devices and promptly remove them upon completion of the Work.
2. The CONTRACTOR shall obtain and pay for all permits for closure of streets, alleys or sidewalks, as required by the Bureau of Street Services **(800) 996-2489** and LADOT **(213) 972-4990.**

3. At least forty-eight (48) hours in advance of closing, partially closing, or reopening any street, alley, or other public thoroughfare, the CONTRACTOR shall notify the Police, Fire, Traffic, and Engineering Departments, and comply with their requirements. Deviations must first be approved in writing by the ENGINEER.

4. When specified on the Plans or permit, the CONTRACTOR shall install advance construction notice signs per Standard Plan S-791, not less than seven (7) days before the start of construction. The CONTRACTOR shall maintain the signs for the duration of construction, removing them only after completion of the work. All costs incurred in furnishing, installing, maintaining and removing the signs shall be included in the CONTRACTOR'S Bid.

5. The CONTRACTOR shall secure approval, in advance, from authorities concerned with the use of temporary bridges proposed by the CONTRACTOR for public use. Temporary bridges shall be clearly posted as to load limit, with signs and posting conforming to current requirements covering "signs" as set forth in the California Manual of Uniform Traffic Control Devices (MUTCD). (The California MUTCD is available on the internet ahttps://dot.ca.gov/programs/safety-programs/camutcd. This manual shall also apply to street closures, barricades, detours, lights, and other safety devices that may be required.

6. The CONTRACTOR shall comply with the requirements of the latest adopted edition of the "Work Area Traffic Control Handbook", obtainable from Building News, Inc., 10801 National Blvd., Los Angeles, CA 90064, (800) 873-6397 or the LADOT Worksite Traffic Control Plan (S-488.0) available from LADOT, 100 S. Main Street, 9th Floor, Los Angeles, CA 90012.

7. A street with local traffic crossing a street in which Work is being performed may be closed to traffic, providing the adjacent cross streets are kept open. The CONTRACTOR shall notify the Police and Fire Departments whenever such a street is to be closed to traffic. A similar notification shall then be made at the time the street is again opened to traffic. If the closing is to be of short duration or different sections of the street are to be closed at different times, the notification to the Police and Fire Departments shall be on a day-by-day basis, giving information regarding the conditions expected to prevail on the next working day. The CONTRACTOR shall notify the INSPECTOR which streets are to be closed, duration of closures, and person(s) and telephone numbers contacted in the Fire and Police Department.

8. All signs, including offsite detour signs, lights, or devices installed by the CONTRACTOR shall conform to the California Manual of Uniform Traffic Control Devices (MUTCD), and be approved by LADOT before use. Offsite detour signs shall be installed, maintained, and removed by the CONTRACTOR. "No Parking" signs shall be posted and removed only by LADOT upon request from the CONTRACTOR. LADOT will charge and collect its actual cost for each temporary sign installed and for each sign replaced during the authorized period. To be enforceable, temporary "No Parking" signs shall be installed by LADOT twenty-four (24) hours before the time when needed. Their removal by LADOT shall take place as the Work progresses to restore parking spaces. **See Section 01313 – WORK BY CITY OR OTHERS of the GENERAL REQUIREMENTS.**

9. The CONTRACTOR shall include in its Bid all costs for the above requirements.

C. Construction Site Limitations

1. The CONTRACTOR shall be physically working at no more than three (3) sites at any time.

2. The CONTRACTROR may commence physical work at another site once all physical work and punch list correction items have been completed at any of the three (3) active sties, and are only awaiting issuance of the Statement of Partial Completion, as approved by the Engineer.

3. Within the seven (7) calendar days after the issuance of the Statement of Partial Completion for each Site, the quantities shall be measured per Section 1280 as approved by the INSPECTOR and submitted to the ENGINEER.

4. Unless approved by the ENGINEER in writing, work may be stopped by the CITY if the CONTRACTOR does not comply with these sequencing constraints. Any delays or impacts resulting from stoppage of this Work, will be at the CONBTRACTOR's responsibility without any additional compensation from the City.

(END OF SECTION)

(SEE ATTACHMENTS)

ATTACHMENTS TO SECTION 01120

Attachments to General Requirements Section 01120 consists of two (2) documents, as follows:

ATTACHMENT NUMBER	TITLE OF ATTACHMENT	NUMBER OF PAGES IN THIS ATTACHMENT
01120-A1	Request for Special Plan Accommodations (RESPA)	1
01120-A2	Treatment Plant Special Plan Accommodations (SPA)	1

REQUEST FOR SPECIAL PLAN ACCOMMODATIONS (RESPA)

REQUEST #:_____

REQUESTOR:_____ PHONE#: (____) _____

SUBCONTRACTOR:_____ PHONE#: (____) _____

PROJECT:_____ ELEMENT:_____

REASON FOR REQUEST:_____

_____

_____

POTENTIAL FOR SPILL: ☐ YES ☐ NO **(If Yes, Attach Spill Prevention Plan)**
MATERIAL:_____
(Spill Prevention Plan should include type of material, containment procedures, discharged location and procedures, estimate of material to be handled, etc.)

STREET / LOCATION OF WORK:_____
(Street name, building, tunnel, MCC, etc.)

AFFECTED AREA:_____

PROCESS:_____

ELECTRICAL ACCESS:_____

OTHER:_____

(Attach drawing, sketch, map or plan detail showing work to be performed or affected area, etc.)

WORK TO BE PERFORMED:_____

_____

_____

ADDITIONAL INFORMATION: (Detour plan, confined space procedures, barricades, flagperson, etc.)

_____

_____

_____

DAY / START TIME:_____ DURATION:_____

DAY / FINISH TIME:_____

REQUESTOR SIGNATURE:_____ DATE:_____

PROJECT MANAGER SIGNATURE:_____ DATE:_____

TREATMENT PLANT
SPECIAL PLAN ACCOMMODATIONS (SPA)

DATE:_____ SPA #:_____

PROJECT:_____

SOPER REQUIRED:_____

START:_____ FINISH:_____ DURATION:_____

CLEARANCE REQUIRED:___ WORK PERMIT REQUIRED:___ ACCESS ALTERATION:___

POTENTIAL FOR SPILL: ☐ YES ☐ NO **(If Yes, Attach Spill Prevention Plan)**
MATERIAL:_____
PROJECT ENGINEER: _____ PHONE: _____

CONTRACTOR: _____ PHONE: _____

REASON FOR REQUEST: _____

_____

IMPACT: _____

_____

WORK TO BE PERFORMED BY CONTRACTOR: _____

_____

BY PLANT OPERATIONS: _____

_____

OPERATIONS:

_____
SHIFT SUPERINTENDENT DATE

_____
LIAISON SHIFT SUPERINTENDENT DATE

MAINTENANCE:

_____
TECHNICAL REVIEW DATE

ENGINEERING:

_____
PROJECT ENGINEER DATE

OTHER:

_____
ELECTRICIAN. PROC MAINT. MGR. DATE

cc: Plant Manager, Shift Superintendent, Liaison S.S., P.E., Plant Engr, CONTRACTOR, Con-Ad Inspec., Plant Security, Maint. Related, Liaison File/Engr.

SECTION 01140
CONTRACTOR'S USE OF THE PREMISES

1.1 THE REQUIREMENT

A. General

1. This Section applies to all situations in which the CONTRACTOR or his representatives, including but not necessarily limited to, suppliers, Subcontractors, employees and field engineers, who enter upon the CITY'S property.

2. CONTRACTOR shall commence the Contract Work and provide security and protection to existing facility and job site within 5 days from the issuance of Notice-To-Proceed letter, unless noted otherwise.

B. Access to the Job-site

1. As instructed by the ENGINEER, the CONTRACTOR shall restrict CONTRACTOR'S employees to the immediate Work areas on the job-site and in no way go beyond the Work limits noted on the Contract Drawings or as otherwise directed by the ENGINEER.

2. CONTRACTOR shall in no way block such entrance(s) to the job-site when Contracted Work occurs at an existing CITY facility. At any time, the CONTRACTOR shall not block any other entrance/exit/fire doors, corridor or lobby door, etc. All fire and smoke doors, including the elevator/lobby doors, shall remain in operation at all times. CONTRACTOR shall provide all required exit at all times.

3. Use of such accesses to the job-site will only be for the purpose of parking, delivery and/or removal of materials equipment, tools, vehicles and removal of rubbish and debris, and shall be kept free of obstructions and in a safe condition at all times during extent of Contracted Work.

4. Use of crane, equipment and/or man lift, catwalk/platform to transport materials, equipment, supplies and the CONTRACTOR'S personnel to the Work area shall be in conformance with the requirements of the local governing agencies. The CONTRACTOR shall furnish the CITY with a duplicate copy of the operating permit of the equipment prior to its use.

5. If any of the crane, equipment and/or man lift, catwalk platform is attached to the existing structure specified to remain, CONTRACTOR shall provide shop drawings, including the equipment data, the attachment details, structural calculation and erection plans to the ENGINEER for approval.

6. The CONTRACTOR shall not change any existing occupied room or door key without the approval of the ENGINEER. The CONTRACTOR shall provide a duplicate key to the ENGINEER for CITY employee access.

C. City Occupation of the Premises

The CITY will occupy the existing premises (structures) during construction operations.

D. Contractor's Use of the Premises

1. Do not interfere with any operation of any of the City Facilities listed in this project during Contracted Work operations or as directed by the ENGINEER.

2. Exercise care during Contracted Work operations not to interfere with or damage ethe existing City Facilities.

E. Parking

1. No parking of CONTRACTOR'S vehicles will be allowed on the job-site except for the purposes of unloading and/or loading as directed by the ENGINEER. CONTRACTOR shall not use new paved areas for loading or unloading. All traffic controls in the Work area shall conform to the Work area Traffic Control Handbook (WATCH), latest edition, and the California Manual of Uniform Traffic Control Devices (MUTCD). (The California MUTCD is available on the internet athttps://dot.ca.gov/programs/safety-programs/camutcd).

2. CONTRACTOR'S employees are advised to park on adjacent CITY streets and shall observe CITY parking restrictions posted on such streets.

F. Security

1. Restrict the access of all persons entering upon the CITY'S property in connection with the Contracted Work to the Access Route and to the actual site of the work.

2. All employees of the CONTRACTOR who will be engaged in the construction of this project will be screened by the CITY for proper identification and good behavior.

3. In addition to the responsibilities specified in other Sections of these GENERAL REQUIREMENTS, and the GENERAL CONDITIONS, the CONTRACTOR shall be responsible for the security of all its construction equipment, materials, tools, facilities, and vehicles (personal, private, or contractual) while performing the work of this Contract. This requirement shall be effective twenty-four (24) hours per day for the duration of the Contract.

4. CONTRACTOR shall furnish and maintain approved type site security protection between the Work areas and other areas. All such site security protection shall remain for the duration of this Contract. Any damage to the Work will be the responsibility of the CONTRACTOR until such work is accepted by the CITY.

5. CONTRACTOR shall furnish and maintain adequate site security protection, as directed by the ENGINEER, INSPECTOR or other authorities having jurisdiction, at no additional cost to the CITY

G. Protections

1. Required: Where necessary for the safety of the public and the protection of the adjacent street improvements and adjacent properties, provide and maintain adequate protection, fences and gates and barricades to separate Work areas from areas outside the job-site limits. Such protections shall comply with provisions of Section 01120 – INTERFACE / COORDINATION REQUIREMENTS and Section 01721 – MOBILIZATION of the GENERAL REQUIREMENTS, and shall remain in place during extent of this Contract or as otherwise directed by the INSPECTOR.

2. CONTRACTOR shall provide protections, barricades, signs, etc., as necessary so that persons will be protected from the Work areas where trenching and excavations occur for foundation, underground utilities, underground fuel storage tanks etc. on the job-site. Upon completion of such work operations, such protections shall be removed.

3. All equipment, material, soil, debris and any heavy loaded object shall not be stock piled in adjacent area to create any surcharging to the trench or excavation.

4. Protection of Existing Building and Site Conditions:

   a. Construct and maintain a suitable type partition, approved by the ENGINEER, to prevent dust, noise and any other nuisance to occupants within areas adjacent to the Work area(s) of this Project.

   b. Protect existing surfaces in areas where work of this Contract is being performed or passed through for access to the Work areas from damage in a manner approved by the ENGINEER. Take all necessary precautions to protect and preserve the integrity of all existing work. Any damage will be subject to requirements hereinafter specified. Submit protection plans or details as required by the ENGINEER.

   c. To avoid excessive dust during Contracted Work in the building, furnish and use suitable vacuum cleaning equipment when and as often as conditions so necessitate.

   d. Provide adequate protection for existing wall, fencing, post or sign, lighting, plant, traffic signal equipment including loop detectors, paving, etc. indicated to remain within the Work area. CONTRACTOR shall make necessary repair to damages occurred under CONTRACTOR'S responsibility or jurisdiction.

H. Repair of Damages

1. Required: Repair or replace any damage caused by the CONTRACTOR to existing facilities, equipment, or improvements located inside or outside the limits of the Work. Repair or replace any damage to the Work

as a result of failure to secure and protect the Work by the CONTRACTOR prior to acceptance by the City.

2. Methods: Repair or replace damaged work with new materials as necessary to restore the damaged areas or surfaces to a condition equal to and matching such conditions existing prior to damage or start of Work of this Contract, to the full satisfaction of the ENGINEER, and at no added cost to the CITY. Submit repair method for approval as required by the ENGINEER.

3. Matching or Existing Work:

   a. Finish of all existing wood, plaster, masonry and/or concrete work to be altered, repaired or patched to match and be flush with adjoining surfaces, subject to the approval of the ENGINEER.

   b. Finish of all new masonry and/or concrete work (to adjoin remaining work) to match and be flush with adjoining surfaces, unless otherwise noted on the Drawings, subject to the approval of the ENGINEER.

I. Interruption of Services

1. CONTRACTOR shall make all provisions to accomplish Contracted Work without undue interference with the CITY operations of the existing facilities on the job-site premises. Any necessary interruptions to existing elevator, plumbing, mechanical and/or electrical facilities shall be done only after 48 hours advance consultation with the ENGINEER and at such time and duration as instructed by the ENGINEER.

J. Non-interference With Others

1. CONTRACTOR shall confine Contracted Work operations to the immediate boundaries of the job-site and shall execute work operations in a manner to minimize interference with CITY operations and/or work operations of other CONTRACTORS working on the premises; as directed by the ENGINEER.

2. CONTRACTOR shall provide and maintain adjacent pedestrian and vehicular accesses in accordance with Work area Traffic Control Handbook (W.A.T.C.H.), latest edition, and the California Manual of Uniform Traffic Control Devices (MUTCD).

3. CONTRACTOR shall obtain approval of ENGINEER and local authorities having jurisdiction such as Department of Transportation, Police Department, Bureau of Street Services, etc. prior to any street, alley or sidewalk closure.

K. Underground Service Alert

1. Before commencing any excavation, the CONTRACTOR shall obtain an underground service alert inquiry I.D. Number by calling 1 (800) 422-4133. Two (2) working days shall be allowed after the I.D. Number is obtained and before the excavation work starts so that utility owners can

be notified. The I.D. Number must be reported to the Bureau of Contract Administration when calling for inspection. I.D. Numbers will not be given more than ten (10) calendar days prior to starting excavation work.

L. Job Safety

1. CONTRACTOR shall observe all safety rules and regulations of the Los Angeles City Building Code and CAL/OSHA as applicable to the safety of the CONTRACTOR, CONTRACTOR'S personnel and CITY employees during Contracted Work operations and especially during asbestos removal operations.

M. HAZARDOUS WORK CONDITIONS

1. Perform all Work operations of this Contract in accordance with the latest applicable requirements of Federal, State, County, and City of Los Angeles Safety Codes including that of Los Angeles City Fire Department.

   a. CONTRACTOR shall provide adequate fire extinguishers for the specific hazard on the premises during the Contract period. Type and sizes as recommended by the National Board of Fire Underwriters as necessary to control a particular kind of fire and instruct his employees as to the proper use of such fire extinguishers.

   b. Place all such fire extinguishers ready for use in the immediate area where the hazardous work operations will occur.

   c. CONTRACTOR shall take special precautions in the use of acetylene torches, welding equipment, tar pots and kettles when working in a hazardous area.

(END OF SECTION)

SECTION 01150
STORAGE OF MATERIALS AND EQUIPMENT

1.1 THE REQUIREMENT

A. All materials and equipment shall be stored and protected in accordance with the manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weatherproof, climate controlled enclosures. Where indoor storage is required, the equipment shall be stored inside a completely enclosed building, with the temperature controlled between 60 degrees Fahrenheit and 100 degrees Fahrenheit (60°F – 100°F) and a maximum relative humidity of ninety percent (90%) noncondensing.

B. For exterior storage of material or equipment, the materials or equipment shall be placed on sloped supports above ground. Material or equipment subject to deterioration shall be covered with an impervious covering. Where necessary ventilation and heating shall be provided to avoid condensation.

C. The CONTRACTOR shall exercise all measures necessary to ensure preservation of the quality, quantity, and fitness of the materials or equipment and shall perform the manufacturers recommended maintenance of the material or equipment.

D. The CONTRACTOR shall inspect the material and equipment, and submit a written monthly report to the INSPECTOR listing all the equipment stored, the results of their inspection, and the maintenance performed.

E. The materials and equipment shall not show signs of pitting, rust, decay or other deleterious effects of storage when incorporated in to the work.

F. Pumps, motors, electrical equipment, and other equipment with anti-friction or sleeve bearings shall be stored in weather tight structures maintained at a temperature above sixty degrees Fahrenheit (60°F). Electrical equipment, controls, and insulation shall be protected against moisture and water damage. All space heaters furnished in electrical equipment shall be immediately energized and operated continuously until the equipment is placed into service.

G. The CONTRACTOR shall grant the INSPECTOR and ENGINEER access to the storage facility at any time and assist the INSPECTOR and ENGINEER in conducting a full view, piece by piece, inventory of all such material or equipment.

H. The CONTRACTOR shall absorb any and all cost incurred to store, protect, and maintain the materials and equipment without modification to the Contract amount.

I. For CITY furnished equipment delivered to the site, the CONTRACTOR shall take all necessary measures to protect the equipment from damage due to the CONTRACTOR's activities. The CONTRACTOR shall also ensure that all measures required by the CITY's vendor to preserve and protect their equipment are maintained and are not disturbed including, but not limited to, providing for the continuous operation of space heaters furnished in electrical equipment.

(END OF SECTION)

SECTION 01251
CHANGE ORDER REQUESTS

1.1 THE REQUIREMENT

A. All quotations for preliminary change orders for extras, changes, additions, or deletions to the Work as described in CHANGES AND EXTRA WORK of the GENERAL CONDITIONS shall be submitted to the ENGINEER, in writing, on the Change Order Cost Quotation Form provided by the ENGINEER, and in conformance with the requirements of CHANGE ORDERS of the GENERAL REQUIREMENTS (See Attachment 01251-A1). The quotation shall be firm for a period of not less than sixty (60) calendar days from the date of receipt of the quotation by the ENGINEER. The CONTRACTOR shall submit its written cost quotation and Time Impact Analysis not later than fifteen (15) days after being requested to provide such quotation, unless the ENGINEER allows more time. Delays in submitting quotations beyond the fifteen (15) days set forth herein, which cause a delay in the issuance of a Change Order or a delay to the completion date of the project, shall not be cause for a claim or a time extension under the Contract.

B. The ENGINEER'S request for quotation on a preliminary change shall not be considered authorization to proceed with the changed work prior to the issuance of a final Lump Sum or Time & Material Change Order, unless directed otherwise, in writing, by the ENGINEER, nor shall such request constitute justification for a delay to the existing Work or a time extension under the Contract.

(END OF SECTION)

(SEE ATTACHMENT)

ATTACHMENT TO SECTION 01251

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

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

Change Order Cost Summary Form

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

SECTION 01253
DIFFERING SITE CONDITIONS

1.1 THE REQUIREMENT

A. During the course of construction, the CONTRACTOR may encounter existing utilities, structures, etc. that are not shown on the contract drawings or are not specified and which may interfere with or may impact construction activities. In the event of this occurrence, the ENGINEER may direct the CONTRACTOR to proceed with necessary exploratory or corrective work to alleviate the situation. The cost for such directed work shall be paid for under the bid item DIFFERING SITE CONDITIONS of the SCHEDULE OF WORK AND PRICES. Costs shall be calculated in accordance with Section 01254 CHANGE ORDERS, subsection TIME AND MATERIALSWORK, of the GENERAL REQUIREMENTS.

B. If the total cost of the Work directed under the DIFFERING SITE CONDITIONS clause is different from the amount set forth in the SCHEDULE OF WORK AND PRICES, the Contract Price shall be adjusted by a Change Order. The adjustment shall be the difference between the total actual cost and the amount included in the Bid, as either an additional amount due the CONTRACTOR or as a credit to the CITY, as appropriate.

(END OF SECTION)

SECTION 01254
CHANGE ORDERS

1.1 The Requirement

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

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

A. Unit Prices

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

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

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

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

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

B. Lump Sum

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

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

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

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

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

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

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

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

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

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

2. Materials: The cost of materials used in performing the Change Order Work will be the direct cost, including sales tax and freight, to the purchaser, whether Contractor, Subcontractor or other forces, from the supplier thereof, except as follows:

   a. Cash or trade discounts available to the purchaser shall be credited to the City notwithstanding the fact that such discounts may not have been taken by the Contractor.

   b. For materials secured by other than a direct purchase and direct billing to the purchaser, the cost shall be deemed to be the price paid to the actual supplier as determined by the Engineer. Supplier markup, except for actual costs incurred in the handling of such materials, will not be allowed.

   c. Payment for materials from sources owned wholly or in part by the purchaser shall not exceed the price paid by the purchaser for similar materials from said sources on contract items or the current wholesale price for such materials delivered to the Jobsite, whichever price is lower.

d. If, in the opinion of the Engineer, the cost of materials is excessive, or the Contractor does not furnish satisfactory evidence of the cost of such materials, then the cost shall be deemed to be the lowest current wholesale price for the quantity concerned, delivered to the Jobsite less cash or trade discount. The City reserves the right to furnish materials for the Work and no claim shall be made by the Contractor for costs and profit on such materials.

e. For the purposes of this Section, a "Supplier" is defined as any person or persons, firm or business, who supplies materials of construction and/or permanent equipment, but who does not perform any portion of the Work of the Contract on site, for the Contractor, except that labor or labor supervision which may be required by some manufacturers as part of their equipment installation for warranty or other purposes.

3. Equipment: The cost of equipment shall include ownership, lease or rental costs, as well as operating costs, for individual equipment units whose replacement value is in excess of $1,000. Transportation and set up costs shall be included, but only if the equipment is imported to the worksite solely to perform work on the Changed/ Extra Work described in the Change Order and the Contractor can demonstrate that the changed work cannot or could not be performed economically with equipment already at the site. Equipment costs shall be determined in accordance with the requirements set forth in Subsection G.

4. Small tools, equipment, consumables and incidental costs: No separate payment will be made for the use of small tools or equipment with a replacement value of $1,000 or less. This applies to tools and equipment owned by the Contractor or its Subcontractors, at any tier. Also, no separate payment will be made for fuel, lubricants, tool or equipment repairs, tool or equipment maintenance, consumables, drinking water, sanitary facilities or other incidentals. These costs are already included as a part of Markup.

5. Subcontractor Costs, including their overhead and profit, provided that such costs are direct costs to the Contractor for performing the Change Order Work as set forth in Subsections B through G.

C. Time and Materials Work

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

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

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

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

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

1. Separate forms must be used for labor and for equipment/materials.

2. Labor, equipment, material or expenditures that are not included on Bureau of Contract Administration Forms BCA-165 and/or BCA-166 are ineligible for payment. There will be no exceptions to this requirement. It is the responsibility of the Contractor to include any and all items of labor, equipment, or material for which it requests compensation for each day's work completed.

3. Information required on the Labor form shall include name of personnel, personnel classification, and only the number of hours worked on T&M Change Order Work for the day being reported. Since the overhead allowance already includes all necessary supervision, any hours for additional supervision or non-working foremen are ineligible for additional payment. The premium pay for a general foreman is eligible for payment only if the general foreman is a working foreman and a general foreman was required by a Union Labor Agreement or otherwise approved by the Inspector. The general foreman rate is eligible for payment only during the time that a general foreman was required for the T&M Change Order Work.

4. Information required on the Equipment/Material form shall include Contractor-owned equipment and/or tools, and rented equipment or tools for which compensation is requested. Information shall include the type of equipment, size of equipment, equipment identification number, appurtenances, and only the number of hours worked on the T&M Change Order Work.

5. The only allowable materials are materials delivered to the job site and/or incorporated only into the T&M Change Order Work. The allowable materials shall be listed on the Equipment/Material form for the day that they are delivered to the job site and/or incorporated into the T&M Change Order Work.

6. Delivery ticket(s) and/or bill(s) of lading for rental equipment and/or tools delivered to the site and/or material incorporated into the T&M Change Order Work for the day being reported must be attached with the T&M sheet for that day. No payment will be allowed for materials and/or rented equipment unless receipt(s) or bill(s) of lading is attached. If the request for payment is not substantiated by original vendor/supplier invoices, acceptable copies of original invoices, or other documentation acceptable to the Inspector, the City may establish the cost of the item(s) at the lowest possible wholesale price or rental rate applicable while the T&M Change Order Work was being performed.

7. Failure to submit the required "Daily Report of Time and Material Work" by the close of the next working day shall waive all rights for that day unless otherwise approved by the Inspector. Any T&M Change Order Work that cannot be substantiated by a "Daily Report", approved and signed by the Inspector, is ineligible for payment.

8. The Contractor is responsible for preparing the "Daily Report" for the T&M Change Order Work performed by its Subcontractors and submitting the forms to the Inspector on time.

9. The Contractor must have each "Daily Report" verified by the Inspector. After the "Daily Report" is approved by the Inspector, both the Contractor and Inspector sign the report. The original "Daily Report" is retained by the Inspector with a copy provided to the Contractor.

10. When the "Daily Report" is signed by the Inspector and the Contractor, it is binding on the Contractor and its Subcontractors.

11. When agreed to by the Inspector, the Contractor may submit a supplemental "Daily Report" for labor, materials, or equipment for which the Contractor requests compensation, but failed to list on the original daily report.

    a. These supplemental forms shall be marked "SUPPLEMENTAL".

    b. Unless otherwise approved by the Inspector, the supplemental forms may only be submitted for approval up to two (2) working days following the date when the work was performed.

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

D. General

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

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

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

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

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

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

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

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

E. Markups – Overhead and Profit

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

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

2. Bonds and Insurance

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

3. Add/ Deduct Changes

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

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

F. City Furnished Materials, Equipment and Services

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

G. Equipment Costs

The rates for rental or leased equipment shall not exceed the rates listed in the Rental Rate Blue Book (the Blue Book) published by Primedia Information, Inc., San Jose, California, as adjusted to the regional area of the Work under this Contract. For T&M Change Orders, the rates are established by the actual paid invoice(s) that comply with the requirements of Subsections G.1 and G.3. Owned equipment costs shall not exceed the rates established by Subsection G.2. The most recent published edition in effect at the commencement of actual equipment use on Change Order Work shall be used.

The rates paid for any rented or leased equipment or tools shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance and all incidental costs associated with the operation of the equipment or tools.

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

1. Rented or Leased Equipment

For equipment rented or leased (including lease with purchase option) in arm's length transactions from outside vendors, the Contractor shall be paid the actual invoiced, rented or leased rates provided that the invoiced lease or rental rates do not exceed the rates set forth in the Blue Book. Arm's length rental or lease

transactions are those in which the firm involved in rental or lease of such equipment is not associated with, owned by, have common management, directorship, facilities, or stockholders with the firm renting the equipment. Submittal by a Contractor of a rental or leased invoice from the lessor will be prima facie proof of compliance with the above. However, such invoices are not conclusive proof; if questioned, the burden of proof remains with the Contractor. In no event shall the leased equipment rate billed to the City be at rates exceeding those prescribed in the following table:

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

a. When in Use:

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

b. When Idle:

Idle equipment is equipment on site and necessary to perform the T&M Change Order Work, but periodically not in actual use due solely to the impact of the changed work. Equipment operating costs due to idle time, documented by the Inspector, shall be paid at the rate determined in "G" (1) above. The "ESTIMATED OPERATING COST $/HR" will not be paid when the equipment is idle. Idle time shall include a reasonable time allowance to and from the project site. Payment for equipment necessary to be on the site to complete the Work, but not in actual use due solely to the impact of the T&M Change Order Work, shall be paid per Caltrans Standard Specifications Section 8-1.07C, provided that its presence and necessity on the site has been documented by the Inspector, and further provided that the equipment was idled solely by actions of the City.

Payment for equipment or tools shall be limited to hours actually used on the T&M Change Order Work if the equipment or tool is already on site for Work under the original Contract. No "standby" time will be paid for equipment already on site for Work under the original Contract.

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

2. Owned and Other Equipment

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

a. When Idle:

Payment for equipment necessary to be on the site to complete the Work, but not in actual use due solely to the impact of the changed work, shall be paid per Caltrans Standard Specifications Section 8-1.07C, provided that its presence and necessity on the site has been documented by the Inspector, and further provided that the equipment was idled solely by actions of the City. (When using the Blue Book the payment for idle time shall not exceed fifty percent (50%) of the Non-Operating Cost.) Idle equipment time will only be paid as a function of delays specifically directed or caused by the City's actions. In no event shall the idle time claimed in a day for a particular piece of equipment exceed the normal work schedule established for the project - usually eight (8) hours per day or forty (40) hours per week, and excluding Saturdays, Sundays, and holidays. For multiple shift work sequence, the allowable idle equipment rate shall not be allowed, for second or third shifts. It is agreed that this rate shall represent payment in full for all the Contractor's and Subcontractor's direct costs.

3. Equipment Haulage and Set-up Costs

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

4. Other Equipment Cost Guides

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

H. Records

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

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

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

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

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

J. Field Office Overhead - Rate Per Day:

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

Order proposal that includes a time extension request per Subsection D. If the Contractor's time related Daily Field Office Overhead cost changes for subsequent compensable delays, then the Contractor shall submit a new Daily Field Office Overhead rate based on the Contractor's time related Daily Field Office Overhead costs at the time of the subsequent delay. If change order work is performed during a compensable delay, any Daily Field Office Overhead costs paid by that change order shall be deducted from the compensation owed for additional Daily Field Office Overhead during the same time period.

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

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

(END OF SECTION)

APPENDIX A

City of Los Angeles
California

Department of Public Works

POLICY FOR TIME & MATERIAL WORK

City of Los Angeles
Department of Public Works
POLICY FOR TIME AND MATERIAL (T&M) WORK
(Revised 9/06/2013)

If the cost of performing emergency, (on-call), or changed/extra work to an original contract cannot be agreed upon prior to commencement of the work, the ENGINEER may direct in writing that the WORK be done on a Time and Material (T&M) basis. If the ENGINEER determines that such work is to be done on a T&M basis, the contractor shall provide all labor, equipment, and materials necessary to complete the work in a satisfactory manner, within a reasonable amount of time, in accordance with the provisions of the contract specifications, contract drawings, and drawings or directions provided for the T&M work. The ENGINEER shall provide to the INSPECTOR and the CONTRACTOR an Emergency Change Authorization (ECA) or Preliminary Change Order in addition to all supplemental specifications and/or drawings required by the T&M work.

The costs of all T&M work performed by the CONTRACTOR and/or SUBCONTRACTOR(S), at any level, shall be determined, and payment made, per these requirements.

The CONTRACTOR shall notify the INSPECTOR at the beginning of each day when T&M work is to be performed. The CONTRACTOR shall indicate the T&M work being performed and the personnel involved, including any and all work being performed by SUBCONTRACTORS at any level. Unless otherwise approved by the INSPECTOR, failure to notify the INSPECTOR prior to start of T&M work shall serve to waive all claims for compensation for that day.

Payment shall be made for the actual direct cost of T&M work, with allowable mark-up, in accordance with the following:

A. Labor

All employees of the CONTRACTOR, or SUBCONTRACTOR(S), who are directly assigned to the T&M work, and who physically perform work, up to and including working foremen, may be charged as labor on T&M work. Reimbursement for labor costs shall not exceed the most current prevailing wage rate for the classification of work being performed as determined by the Inspector. The Foreman/General Foreman classification may include a premium not exceeding the allowable premium in the Master Labor Agreement over the highest prevailing wage they are supervising.

The INSPECTOR shall determine allowable personnel directly involved in the T&M work.

The INSPECTOR shall determine allowable hours worked by personnel directly involved in the T&M work.

The use of a labor classification of higher paygrade than necessary to accomplish the work, and which would increase the direct cost of T&M work, will not be permitted.

Non-direct labor costs of the CONTRACTOR and/or SUBCONTRACTOR(S) shall be considered part of overhead and not allowed as a direct cost.

On the work of Emergency Contracts, when verified and approved by the INSPECTOR, the CONTRACTOR may be reimbursed for the cost of actual hours directly worked by the General Foreman or Superintendent in the completion of the emergency repair/work.

B. Equipment and Tools

The cost of CONTRACTOR owned equipment and/or equipment or tools rented or leased shall be limited to hours actually utilized on the T&M work. No "stand-by" time will be paid for equipment that is already on site for use in work under an original contract.

If equipment is transported to the project for the purpose of work on T&M work only, and the equipment is not used for the execution of work under the original contract, the cost of "move-on" and "move-off" of the equipment may be included.

The INSPECTOR shall determine the allowable hours for equipment utilized in T&M work.

The INSPECTOR shall determine the allowable "stand-by" or "idle" time for equipment utilized in T&M work.

The cost of all equipment utilized on T&M work shall be determined in accordance with Section 01254 (G) Equipment Costs of the Master General Requirements.

C. Materials

The allowable cost of materials provided for exclusive use in T&M work shall include the actual cost of the material plus applicable sales tax, freight, and delivery, as substantiated by the original invoice for said materials.

The INSPECTOR shall determine allowable cost of materials incorporated into T&M work.

D. Small Tools, Consumables, Safety Equipment, Incidental Costs

No payment will be made for the use of CONTRACTOR or SUBCONTRACTOR owned tools which have a replacement value of $500.00 or less.

No payment will be allowed for fuel, lubricants, or other maintenance items.

No payment will be allowed for consumables.

No payment will be allowed for incidental job burdens such as, but not limited to, personal safety equipment, personal protective equipment, and conformance to CAL OSHA IIPP requirements.

No payment will be allowed for drinking water, sanitary facilities, or incidentals

E. Delivery Receipts, Bills of Lading

Delivery receipt(s) and/or bills of lading shall be presented to the INSPECTOR no later than the day after the material or rented equipment was delivered to the work site, unless otherwise approved by the INSPECTOR.

No payment shall be allowed for materials and/or rented equipment for which no delivery receipt(s) and/or bill(s) of lading are submitted.

F. Rental Equipment and Material Invoices

Original Vendor's/Supplier's invoice(s) for material, rented equipment, and other allowable expenditures shall be submitted with the request for payment.

G. T&M Sheets

The CONTRACTOR shall submit a Daily Report of Time and Material Work to the INSPECTOR on Bureau of Contract Administration Form BCA-165 for

Labor performed and BCA-166 for Equipment and Materials.

The INSPECTOR shall sign T&M sheets for work acceptably completed.

No payment will be made for any labor, equipment, or material not included on Bureau of Contract Administration form BCA-165 and/or BCA-166 and signed by the INSPECTOR. Payment requests submitted on any other forms or formats other than BCA forms will be denied.

It is the responsibility of the CONTRACTOR to include any and all items of labor, equipment, or material for which it requests compensation on the completed day's work, including any appurtenances added to equipment which would increase the basic rate for said equipment.

The CONTRACTOR shall submit T&M sheet(s) to the INSPECTOR for approval by the close of the next work day, unless otherwise approved by the INSPECTOR. The CONTRACTOR shall prepare and submit for approval all T&M sheets for work done by SUBCONTRACTOR(S) at any tier. The T&M sheet(s) shall be signed by the CONTRACTOR when submitted to the INSPECTOR for approval.

Only with prior approval by the INSPECTOR, may the CONTRACTOR submit supplemental T&M sheet(s) for labor, materials, or equipment for which the CONTRACTOR requests compensation and failed to list on the original T&M sheet(s) for the day's work.

Work that cannot be substantiated by a T&M sheet, approved and signed by the INSPECTOR, is ineligible for payment.

H. Bonds and Insurance

An additional allowance of one percent (1%) of the total direct cost of work performed shall be eligible for payment for bonds and insurance.

I. Time extension / Impact Costs

Extensions of time shall be based solely upon the effect of delays to the Work as a whole and shall be determined by the ENGINEER with final approval of the INSPECTOR.

J. Mark-ups (Overhead and Profit)

To the direct costs discussed herein, an added fixed fee to provide compensation for overhead and profit on T&M work shall be allowed to the CONTRACTOR and all SUBCONTRACTOR(S) at any tier as follows:

Labor	20% of the total allowable direct labor costs expended
Equipment	15% of the total allowable direct cost of equipment used
Material-	15% of the total allowable direct cost of material used

Additional Mark-up of five percent (5%) based on the total direct costs, less mark-up, of all SUBCONTRACTORS, at any tier, directly involved in the Work, shall be allowed to the CONTRACTOR for additional administrative costs.

K. Request for Payment

The CONTRACTOR shall submit the request for payment to the ENGINEER no later than thirty (30) days following completion of the T&M work, unless otherwise approved by the INSPECTOR.

No payment will be considered for any labor, equipment, or material not included on T&M sheets signed and approved by the INSPECTOR.

Included in the request for payment shall be the CONTRACTOR'S request for any extension(s) of time or impact cost(s).

Failure to make request for payment within the required time shall constitute a waiver by the CONTRACTOR of all rights and claims for compensation for the changed/extra work completed, unless otherwise approved by the INSPECTOR.

The ENGINEER, with final approval of the INSPECTOR, will verify allowable time charges, rates, material, additional bond(s) and/or insurance where applicable, time extensions, and/or impact costs for the work completed.

L. Payment

No payment will be made for any labor, equipment, or material not included on T&M sheets and signed and approved by the INSPECTOR. There shall be no interim or partial payments for materials for which the CONTRACTOR fails to provide an original invoice.

The ENGINEER, with final approval of the INSPECTOR, shall determine the final direct cost of work acceptably completed and approved by the INSPECTOR, and any allowable time extensions and/or impact costs associated with T&M work.

The final costs shall be based on allowable hours and/or materials as per T&M sheets signed by the CONTRACTOR and the INSPECTOR.

For changed/extra work, the Final Change Order shall be prepared by the ENGINEER, with final approval of the INSPECTOR, for inclusion on the next regularly scheduled Progress Payment Request following completion of the Change Order work.

For emergency and/or "on-call" work, payment shall be made for all work acceptably completed as soon as practical following field acceptance by the INSPECTOR.

M. Policy Changes

Changes to this Policy shall be made only by mutual agreement of all Bureaus of the Department and adoption by the Board.

SECTION 01255
PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA

1.1 THE REQUIREMENT

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

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

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

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

CERTIFICATION OF CURRENT COST
AND PRICING DATA

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

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

(END OF SECTION)

SECTION 01270
MEASUREMENT OF QUANTITIES FOR UNIT PRICE WORK

1.1 THE REQUIREMENT

A. General

1. Unless otherwise specified, quantities of work shall be determined from measurements or dimensions in horizontal planes. However, linear quantities of pipe, piling, fencing and timber shall be considered as being the true length measured along longitudinal axis.

2. Unless otherwise provided in Specifications, volumetric quantities shall be the product of the mean area of vertical or horizontal sections and the intervening horizontal or vertical dimension. The planimeter shall be considered an instrument of precision adapted to measurement of all areas.

B. Methods of Measurement

1. Materials and items of Work which are to be paid for on basis of measurement shall be measured in accordance with methods stipulated in the particular sections involved.

C. Certified Weights

1. When payment is to be made on the basis of weight, the weighing shall be done on certified platform scales or, when approved by the ENGINEER, on a completely automated weighing and recording system. The CONTRACTOR shall furnish the ENGINEER with duplicate licensed weighmaster's certificates showing actual net weights. The CITY will accept the certificates as evidence of weights delivered.

D. Units of Measurement

1. Measurements shall be in accordance with Section 01420 – UNITS OF MEASURE of the GENERAL REQUIREMENTS. A metric ton or "tonne" is equal to 1,000 kilograms and the unit of liquid measure is a Liter (in U.S. Standard Measures, a pound is an avoirdupois pound; a ton is 2,000 pounds avoirdupois; and the unit of liquid measure is a gallon).

(END OF SECTION)

SECTION 01280
MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.01 PAYMENT

A. Upon Contract award, the accepted Schedule of Work and Prices shall become the Payment Schedule. Payment for Work under the Contract shall be made at the unit prices listed in the Payment Schedule. For lump sum bid items, payment shall be made in accordance with Section 01298.

B. Payment for the measured quantities of Work performed shall be considered full compensation for all of the CONTRACTOR's costs associated with the performance of the Work. These costs comprise direct labor, materials, tools, equipment, transportation, supplies, incidentals, and subcontract Work; and indirect costs such as field and home office overhead, consulting and design services, establishment, operation and removal of general plant, taxes, insurance, permits, bond, profit, and contingencies for the performance of all Work specified.

C. The costs for conforming to the requirements for measuring quantities shall be considered included in the fixed, unit, or lump-sum prices paid for the quantities being measured, and no additional compensation will be made therefore.

D. Except for items subject to the Variation in Quantities clause, the unit prices listed in the Payment Schedule shall be applicable for calculating the amount payable under each item of the Schedule. Estimated quantities indicated in the Payment Schedule are for bidding purposes only. Payment will be determined by actual measured quantities of the Work installed/performed as verified by the INSPECTOR.

E. Work specified or shown on the drawings for which the Payment Schedule does not provide a separate lump sum or unit price is considered incidental and is not separately paid. The cost for such Work is compensated in the prices bid for other Work items and no additional compensation shall be allowed.

1.02 MEASUREMENT OF QUANTITIES

A. Measure quantities in accordance with standard industry practice and as specified herein. The CITY will verify measurements. Measure quantities to the nearest whole number of units. Round down fractional units less than one-half; round up fractional units one-half or greater.

1. Measure areas in two mutually perpendicular axes in the plane of the surface being measured.

2. Measure linear quantities along the longitudinal centerline of the item, except as otherwise specified.

B. Measurement of a lump sum item shall be for the entire item, unit of Work, structure, or combination thereof, as listed or indicated in the Payment Schedule, except as otherwise specified. Progress payments for lump sum items in the Payment Schedule shall be made in accordance with Section 01298. The apportionment for each lump sum items shall show measurable quantities and unit prices allocated to the different features of the Work and major subdivisions thereof. The summation of the extensions of quantities and unit prices

and related costs shall equal the amount of the lump sum bid item indicated in the Payment Schedule.

C. Determine quantities of Work performed for payment purposes and submit them to the INSPECTOR for approval. Assist the INSPECTOR in the taking of measurements by providing equipment, workers, and survey crews as required to verify quantities in accordance with the provisions for measurement specified herein.

1.03 REJECTED, EXCESS, AND WASTED MATERIALS

A. The following shall not be measured for payment:

1. Quantities of material wasted or otherwise disposed.

2. Rejected loads of material, including material rejected after it has been placed for failure to comply with specified requirements.

3. Material remaining on the transporting vehicle or in the pipeline.

4. Muck material not removed from designated location.

5. Material placed outside specified or indicated lines or limits.

6. Material not incorporated into the Work.

7. Material remaining on hand after completion of the Work.

B. No payment will be made for loading, hauling, and disposing of rejected material.

1.04 PAYMENT SCHEDULE FOR RAPID PEDESTRIAN FACILITY REPAIR PROGRAM

BID ITEM 1: MOBILIZATION AND DEMOBILIZATION (PER SITE)

The unit price for "Mobilization & Demobilization" shall include, but is not limited to, all costs for delivering and removing all materials, equipment, tools and labor to and from a single work area except as provided below. The contractor shall receive the mobilization and demobilization payment once for each construction order issued, with the following exceptions:

If the Contractor is assigned up to four consecutive construction sites by the Engineer within a 1.5-mile radius, the sites shall be executed jointly with a single mobilization payment. Payment for mobilization and demobilization shall be made as a single unit for the jointly executed sites.

1. The Work shall include Mobilization in accordance with Section 01721 MOBILIZATION of the GENERAL REQUIREMENTS including but not limited to:

a. The movement of personnel, equipment, supplies and incidentals to the project sites.

b. Temporary laydown area and obtaining all permits and clearance requirements to secure and utilize the laydown area

c. The establishment of field offices, parking, utilities and other facilities at the Work Area Sites for the CITY and the CONTRACTOR, as specified in Section 01721.

d. Requesting the Los Angeles Department of Transportation for "no parking" permits and signages.

e. Distributing Notice to Residents prior to the start of construction.

f. Applying for permits (if applicable) and coordinating work with other agencies such as LADOT, CALTRANS, LADWP, SCG, LADBS, and other utility companies and public agencies.

g. Field design work, such as aid in directing field crews in laying out forms, stringing lines, and hubs without detailed plans to pour ADA compliant sidewalks and curb ramps for simple standard plan cases or minor variations.

2. The Work shall include all labor, materials, and equipment necessary for reconstruction of the Pedestrian Facilities and related elements in accordance with Section 01112 DESCRIPTION OF WORK of the GENERAL REQUIREMENTS and the Contract Documents.

3. The Work shall include the cost of implementing, monitoring, and removing traffic signs for the construction of all the WORK described herein of for the convenience of the CONTRACTOR in accordance with the latest editions of the City's standard plans, "W.A.T.C.H. Manual" and LADOT's Standard Plans, S-488.1, for Worksite Traffic Control Plans (WTCP).

BID ITEM 2-6: 3D DESIGN, UNI-DIRECTIONAL, BI-DIRECTIONAL, MID-BLOCK CURB RAMPS, DRIVEWAY APRON, AND ALLEY INTERSECTION

1. All requested designs shall be subject to General Requirements Section 01112 1.2.

2. For 3D design, the CONTRACTOR shall procure a Professional Engineer of Record (EOR) that is a licensed Civil Engineer registered in the State of California for all design tasks, including Design Support during Construction. The CONTRACTOR and the CONTRACTOR's Engineer (EOR) shall assume all liability and responsibility for the RFC Plans.

3. The CONTRACTOR shall provide the CITY with Intermediate Sketch (IS) Plans, Ready for Construction (RFC) Plans (see ATTACHMENT A1), completed Technical Infeasibility Forms (TIF) where required in the TECHNICAL SPECIFICATIONS, and final As-Built Plans.

4. The CONTRACTOR shall provide RFC Plans for every site showing the driveway, alley entrance, curb ramps and related elements necessary for construction of accessible pedestrian facilities. Related elements to be designed may include but are not limited to street pavement sections, curbs, curbs & gutters, driveways, curb ramps, retaining curbs/walls, bus pads, tree wells, curb drains, catch basins, parkways, alleys, handrails and guardrails, and transitional areas. Curb ramp plans shall also require the EOR's licensed Civil Engineer's stamp on the RFC Plans.

BID ITEMS 7-18: TRAFFIC CONTROL (PER SITE)

1. The unit price for "Traffic Control" shall be applied based on the specified street type indicated in the construction order, as determined by the Engineer, and will also depend on the total square footage of sidewalk work required at the site as indicated in the project scope.

2. The unit price shall include, but is not limited to, all costs for materials, labor, equipment, and design necessary to provide the appropriate traffic control devices, flaggers, and trench plates for the construction order as directed by the Engineer and in accordance with the latest editions of the City's standard plans, "W.A.T.C.H. Manual" and LADOT's Standard Plans, S-488.1, for

Worksite Traffic Control Plans (WTCP). The following links can be used to obtain (WTCP): https://ladot.lacity.org/sites/default/files/documents/standard-plans-guide_2.pdf

3. The CONTRACTOR shall coordinate with LADOT to provide permanent marking/striping after completion of Work at each site. If the CONTRACTOR fails to coordinate with LADOT prior to the end of the construction at each site to provide permanent marking/striping, CONTRACTOR shall provide temporary marking/striping as needed at no additional cost to the City.

4. Licensed Traffic Engineer, registered in the State of California, prepared Traffic Control Plans (TCP) and implementation of these plans will not be covered in this Bid Item.

BID ITEMS 19-22: TRAFFIC CONTROL PLAN DESIGN AND PROCUREMENT

1. Where TCPs for each site are required to be prepared and stamped by a licensed Traffic Engineer registered in the State of California, CONTRACTOR shall do so, and compensation will be per this Bid Item. The CONTRACTOR shall verify with the TCP requirements flowchart if Engineered Traffic Control Plans (TCPs) are required for each site.
    a. TCP Requirement Flowchart: https://ladot.lacity.org/sites/default/files/documents/tcp_requirement_flowchart_online_0.pdf

2. Where said Engineered Traffic Control Plans (TCPs) are required by TCP requirements flowchart, the CONTRACTOR shall prepare such TCPs and obtain approval from LADOT within 60 calendar days following the issuance of the Construction Order.

3. The CONTRACTOR shall be responsible for obtaining the Traffic Control Plans from LADOT and implement it during construction for the sites.

4. This section supersedes all other section including section 1562.

5. Permit fees are not covered by this Bid Item. The Permit Fees shall be submitted to the Engineer and reimbursed per General Requirements Section 01292 1.2A and 01254 as extra work.

6. The unit price per site for “Traffic Control Plan” shall be applied when traffic control plans are required to obtain permits to complete the scope of work. The unit price shall include, but is not limited to, all costs for materials, labor, equipment, and design necessary to prepare and submit the required stamped traffic control plans for review and approval as directed by the Engineer and in accordance with the latest approving agency requirements. Approving agencies include, but are not limited to, Caltrans, Los Angeles Department of Transportation, and Major Transit and Transportation Construction Traffic Management Committee (TCTMC).

BID ITEMS 23-24: REMOVE, AC PAVEMENT (6-INCH AND 8-INCH THICK)

1. The unit price bid per square foot (SF) shall compensate the CONTRACTOR for the removal of asphalt concrete, including all labor, material, equipment, demolition, disposal, and all other related Work and incidentals.

2. The unit price bid shall include saw-cutting of the asphalt for material removal per plan and the placement of steel plates for temporary access as needed or required elsewhere in the Contract Documents.

3. The removal and disposal shall conform to the SSPWC (Greenbook) and the City's Additions and Amendments to the SSPWC ("Brown Book"), as well as General Requirements Section 01572.

4. Any concrete pavement that may be present under the asphalt shall be compensated per Bid Items 25 "REMOVE, PCC 6-INCH THICK", 26 "REMOVE, PCC 8-INCH THICK", and 27 "REMOVE, PCC 12-INCH THICK".

5. Asphalt Concrete thickness, unless otherwise specified shall be assumed to be 4" for Alley, 6" for Local Streets, and 8" for Collector, Secondary, and Major Streets. Payment adjustment for pavement thickness shall be in accordance with bid unit pricing.

6. The amount payable under this item shall be determined in accordance with the square feet (SF) of asphalt removed, regardless of the actual thickness removed.

BID ITEMS 25-37: REMOVE, PCC Pavement (6-INCH, 8-INCH, AND 12-INCH THICK), CONCRETE SIDEWALK (UP TO 6-INCH AND 10-INCH), CONCRETE CURB, CONCRETE CURB & GUTTER, CONCRETE CROSS/LONGITUDINAL GUTTER, CONCRETE CROSS GUTTER SPANDREL, CONCRETE DRIVEWAY (UP TO 6-INCH AND 10-INCH), CONCRETE ALLEY, AND CONCRETE BUS PAD (S-433-1).

1. The unit price bid per linear foot (LF) for curb, curb & gutter, cross/longitudinal gutter and per square foot (SF) for sidewalk, driveway, concrete pavement, alley (6"), concrete cross gutter spandrel and bus pad shall compensate the CONTRACTOR for all work related to removal of subject elements.

2. The unit price for removal shall include all labor, material, equipment, demolition, haul away, disposal, and all other related Work and incidentals.

3. The unit prices bid shall include costs for saw-cutting curb & gutter, curb, sidewalk, and driveway. The placement of steel plates for temporary access shall be included as needed or required elsewhere in the Contract Documents.

4. The removal and disposal shall conform to the SSPWC (Greenbook) and the City's Additions and Amendments to the SSPWC (Brownbook), as well as General Requirements Section 01572.

5. The amount payable under this item shall be determined in accordance with the linear foot (LF) and square feet (SF) of material removed per bid item.

BID ITEM 38: REMOVE, EXCAVATION

1. The unit price bid per cubic yard (CY) shall compensate the CONTRACTOR for the removal and disposal of excavated materials, including all labor, material, equipment, demolition, hauling, disposal, and all related work, in accordance with the Contract Documents.

2. The amount payable under this item shall be determined in accordance with the cubic yard (CY) of material excavated.

BID ITEMS 39-42: CONSTRUCT, CONCERTE CURB, CONCERTE CURB & GUTTER, CONCRETE CROSS/LONGITUDINAL GUTTER, CONCRETE CROSS GUTTER SPANDREL

1. The unit price bid per linear foot (LF) for curb, curb & gutter, cross/longitudinal gutter and per square feet (SF) for concrete cross gutter spandrel shall compensate the CONTRACTOR for all work related to the construction of the subject elements.

2. The unit price bid shall compensate the CONTRACTOR for all labor (including placement and forming), material, and equipment to construct the Work and incidentals as required by the Contract Documents.

3. Areas shall include sidewalk, sidewalk transition panels, driveways, street curbs and retaining curbs outside of the curb ramp limits, integral curb & gutter outside of the curb ramp limits, and reinforced concrete retaining curb.

4. High early strength shall be used as required by Contract Documents and authorized by the Engineer. Maximum allowable concrete strength shall be 4000PSI.

5. Concrete mixes shall be in accordance with SSPWC (Greenbook) and "Brown Book" Section 201-1. High early strength concrete shall be in accordance with "Brown Book" Section 201-1.1.4.

6. Submittals are required for all the concrete mixes and shall be submitted per SSPWC (Greenbook) and "Brown Book" Section 3-8 requirements for the City Engineer review and approval.

7. Concrete placement for curb, and curb and gutters shall be per SSPWC (Greenbook), "Brown Book" Section 302-6 and Standard Plans S-400 Series requirements.

8. The amount payable under this item shall be determined in accordance with the linear foot (LF) and square feet (SF) of material installed.

BID ITEMS 43-45: CONSTRUCT, UNI-DIRECTIONAL CURB RAMP, BI-DIRECTIONAL CURB RAMP, MID-BLOCK CURB RAMP

1. The unit price shall compensate the CONTRACTOR for all work including labor, equipment and materials to be performed within the limits of dimensions X, Y, and U, as defined in Standard Plan S-422-6 and as shown on the Exhibit Drawings. This payment applies to all cases and details of the curb ramp that conform to the specified dimensions. Work for this unit prices includes the removal, excavation and disposal of existing materials, placement and compaction of new base, placement of new concrete, formwork, truncated domes/detectable warning surface panels, concrete clear spaces and turning spaces, retaining curbs, and all other elements as shown within the curb ramp limits per plan.

2. Concrete placement for sidewalks, curb and curb & gutter shall be per SSPWC (Greenbook), "Brown Book" Sections and L.A. City Standard Plans S-442-6.

3. If a clear area is required at the bottom of the curb ramp it will be compensated using the curb and gutter and PCC pavement bid items.

4. The amount payable under this item shall be determined in accordance with the number of each curb ramp installed. Dual curb ramps at the same corner will be counted as two (2) curb ramps.

BID ITEMS 46-51: CONSTRUCT (LESS THAN 850 SF) CONCRETE SIDEWALK (UP TO 6-INCH AND 10-INCH), EARLY HIGH STRENGTH CONCRETE SIDEWALK (UP TO 6-INCH AND 10-INCH), AND PATTERNED / DECORATIVE / BRICK SIDEWALK (UP TO 6-INCH AND 10-INCH).

1. The unit price bid per square foot (SF) for sidewalk up to 6-inch and 10-inch, sidewalk early high strength up to 6-inch and 10-inch and patterned/decorative/brick sidewalk up to 6-inch and 10-inch shall compensate the CONTRACTOR for all work related to the construction of the subject elements.

2. The unit price bid shall compensate the CONTRACTOR for all labor (including placement and forming), material, and equipment to construct the Work and incidentals as required by the Contract Documents.

3. High early strength shall be used as required by Contract Documents and shall be authorized by the Engineer. Maximum allowable concrete strength shall be 4000PSI.

4. Concrete mixes shall be in accordance with SSPWC (Greenbook) and "Brown Book" Section 201-1. High early strength concrete shall be in accordance with "Brown Book" Section 201-1.1.4.

5. Submittals are required for all the concrete mixes and shall be submitted per SSPWC (Greenbook) and "Brown Book" Section 3-8 requirements for the City Engineer review and approval.

6. Concrete placement for sidewalk and driveway, curb, and curb and gutters shall be per SSPWC (Greenbook), "Brown Book" Section 302-6 and Standard Plans S-400 Series requirements.

7. The amount payable under this item shall be determined in accordance with the square feet (SF) of material installed.

BID ITEMS 52-57: CONSTRUCT (GREATER THAN 850 SF) CONCRETE SIDEWALK (UP TO 6-INCH AND 10-INCH), EARLY HIGH STRENGTH CONCRETE SIDEWALK (UP TO 6-INCH AND 10-INCH), AND PATTERNED / DECORATIVE / BRICK SIDEWALK (UP TO 6-INCH AND 10-INCH)

1. The unit price bid per square foot (SF) for sidewalk up to 6-inch and 10-inch, sidewalk early high strength up to 6-inch and 10-inch and patterned/decorative/brick sidewalk up to 6-inch and 10-inch shall compensate the CONTRACTOR for all work related to the construction of the subject elements.

2. The unit price bid shall compensate the CONTRACTOR for all labor (including placement and forming), material, and equipment to construct the Work and incidentals as required by the Contract Documents.

3. High early strength shall be used as required by Contract Documents and authorized by the Engineer. Maximum allowable concrete strength shall be 4000PSI.

4. Concrete mixes shall be in accordance with SSPWC (Greenbook) and "Brown Book" Section 201-1. High early strength concrete shall be in accordance with "Brown Book" Section 201-1.1.4.

5. Submittals are required for all the concrete mixes and shall be submitted per SSPWC (Greenbook) and "Brown Book" Section 3-8 requirements for the City Engineer review and approval.

6. Concrete placement for sidewalk and driveway, curb, and curb and gutters shall be per SSPWC (Greenbook), "Brown Book" Section 302-6 and Standard Plans S-400 Series requirements.

7. The amount payable under this item shall be determined in accordance with the square feet (SF) of material installed.

BID ITEMS 58-61: CONSTRUCT (LESS THAN 850 SF) CONCRETE DRIVEWAY (UP TO 6-INCH AND 10-INCH) AND EARLY HIGH STRENGTH CONCRETE DRIVEWAY (UP TO 6-INCH AND 10-INCH).

1. The unit price bid per square foot (SF) for concrete driveway up to 6-inch and 10-inch and concrete driveway early high strength up to 6-inch and 10-inch shall compensate the CONTRACTOR for all work related to the construction of the subject elements.

2. The unit price bid shall compensate the CONTRACTOR for all labor (including placement and forming), material, and equipment to construct the Work and incidentals as required by the Contract Documents.

3. High early strength shall be used as required by Contract Documents and authorized by the Engineer. Maximum allowable concrete strength shall be 4000PSI.

4. Concrete mixes shall be in accordance with SSPWC (Greenbook) and "Brown Book" Section 201-1. High early strength concrete shall be in accordance with "Brown Book" Section 201-1.1.4.

5. Submittals are required for all the concrete mixes and shall be submitted per SSPWC (Greenbook) and "Brown Book" Section 3-8 requirements for the City Engineer review and approval.

6. Concrete placement for sidewalk and driveway, curb, and curb and gutters shall be per SSPWC (Greenbook), "Brown Book" Section 302-6 and Standard Plans S-400 Series requirements.

7. The amount payable under this item shall be determined in accordance with the square feet (SF) of material installed.

BID ITEMS 62-65: CONSTRUCT (GREATER THAN 850 SF) CONCRETE DRIVEWAY (UP TO 6-INCH AND 10-INCH) AND EARLY HIGH STRENGTH CONCRETE DRIVEWAY (UP TO 6-INCH AND 10-INCH)

1. The unit price bid per square foot (SF) for concrete driveway up to 6-inch and 10-inch and concrete driveway early high strength up to 6-inch and 10-inch shall compensate the CONTRACTOR for all work related to the construction of the subject elements.

2. The unit price bid shall compensate the CONTRACTOR for all labor (including placement and forming), material, and equipment to construct the Work and incidentals as required by the Contract Documents.

3. High early strength shall be used as required by Contract Documents and authorized by the Engineer. Maximum allowable concrete strength shall be 4000PSI.

4. Concrete mixes shall be in accordance with SSPWC (Greenbook) and "Brown Book" Section 201-1. High early strength concrete shall be in accordance with "Brown Book" Section 201-1.1.4.

5. Submittals are required for all the concrete mixes and shall be submitted per SSPWC (Greenbook) and "Brown Book" Section 3-8 requirements for the City Engineer review and approval.

6. Concrete placement for sidewalk and driveway, curb, and curb and gutters shall be per SSPWC (Greenbook), "Brown Book" Section 302-6 and Standard Plans S-400 Series requirements.

7. The amount payable under this item shall be determined in accordance with the square feet (SF) of material installed.

BID ITEMS 66-69: CONSTRUCT, AC PAVEMENT (6-INCH AND 8-INCH THICK) AC PG64-10 (50 BLOWS) AND AC PG70-10 (75 BLOWS).

1. The unit price bid per square foot (SF) shall compensate the CONTRACTOR for all work including labor, equipment and materials for the placement and compaction of asphalt concrete.

2. Placement of the asphalt concrete shall be done in accordance with the latest SSPWC (Greenbook) and "Brown Book" Section 302-5 requirements.

3. Asphalt Concrete shall be in accordance with SSPWC (Greenbook) and "Brown Book" Section 203-6.

4. If the existing pavement is over 8", then use the resurfacing schedule below.

Resurfacing Schedule	
Major	8" AC on 8" CMB
Secondary	8" AC on 8" CMB
Collector	8" AC on 6" CMB
Local	6" AC on 4" CMB
Alley	6" AC on 4" CMB

5. Submittals are required for asphalt concrete mixes and shall be submitted in accordance with General Requirements Section 01330, SSPWC (Greenbook) and "Brown Book" Section 3-8 for review and approval by the ENGINEER.

6. The amount payable under this item shall be determined in accordance with the square feet (SF) of asphalt concrete installed regardless of the thickness.

BID ITEMS 70-72: CONSTRUCT, PCC Pavement (6-INCH, up to 8-INCH, AND up to 12-INCH THICK)

1. The unit price bid per square foot (SF) for PCC pavement 6-inch, up to 8-inch, and up to 12-inch shall compensate the CONTRACTOR for all work related to the construction of the subject elements.

2. The unit price bid shall compensate the CONTRACTOR for all labor (including placement and forming), material, and equipment to construct the Work and incidentals as required by the Contract Documents.

3. High early strength shall be used as required by Contract Documents and authorized by the Engineer. Maximum allowable concrete strength shall be 4000PSI.

4. Concrete mixes shall be in accordance with SSPWC (Greenbook) and "Brown Book" Section 201-1. High early strength concrete shall be in accordance with "Brown Book" Section 201-1.1.4.

5. Submittals are required for all the concrete mixes and shall be submitted per SSPWC (Greenbook) and "Brown Book" Section 3-8 requirements for the City Engineer review and approval.

6. Concrete placement for sidewalk and driveway, curb, and curb and gutters shall be per SSPWC (Greenbook), "Brown Book" Section 302-6 and Standard Plans S-400 Series requirements.

7. The amount payable under this item shall be determined in accordance with the square feet (SF) of material installed.

BID ITEMS 73-75: CONSTRUCT, RETAINING CURB, CONCRETE BUS PAD, AND INSTALL JOINT TIE BAR (S-430-1)

1. The unit price bid per linear foot (LF) and square foot (SF) shall compensate the CONTRACTOR for installation of retaining curb, concrete bus pad and joint tie bar (S-430), including labor (including placement and forming), material (including formwork) and equipment.

2. High-early strength shall be used as required by Contract Documents.

3. Concrete mixes shall be in accordance with SSPWC (Greenbook) and "Brown Book" Section 201-1. High early strength concrete shall be in accordance with "Brown Book" Section 201-1.1.4.

4. Submittals are required for all the concrete mixes and shall be submitted per SSPWC (Greenbook) and "Brown Book" Section 3-8 requirements for the ENGINEER to review and approve.

5. Concrete placement for retaining curb and concrete bus pad shall be per SSPWC (Greenbook), "Brown Book" Section 302-6 and Standard Plans S-400 Series requirements.

6. The amount payable under this item shall be determined in accordance with the linear foot (LF) and square foot (SF) of material installed.

BID ITEMS 76: CONSTRUCT, INSTALL UNTREATED BASE MATERIAL

1. The unit price bid per cubic yard (CY) shall compensate the CONTRACTOR for all work including labor, equipment and materials for the placement and compaction of the untreated base material under the sidewalk, curb, curb & gutter, driveway, asphalt, etc., outside of the curb ramp limits.

2. Site preparation and placement of the untreated base material shall be in accordance with SSPWC (Greenbook) Sections 301-1 and 301-2 and "Brown Book" Section 301-2 requirements.

3. The amount payable under this item shall be determined in accordance with the cubic yard (CY) of material placed.

BID ITEMS 77-79: ADJUST, UTILITY MAINTENANCE HOLE/VAULT/PULLBOX TO GRADE

1. The unit prices bid shall compensate the CONTRACTOR for all work including labor, equipment, materials and incidentals to adjust utility maintenance hole, utility vault, and utility pullbox to grade as required by the Contract Documents, L.A. City Standard Plans, and by the utility owner.

2. The CONTRACTOR shall contact the utility owner prior to starting any work to coordinate the adjustment with the utility company and to make sure all the construction requirements are met.

3. The amount payable under this item shall be determined in accordance with the number of maintenance holes, utility vaults, and utility pullboxes adjusted to grade.

4. If the utility owner does not allow CONTRACTOR to perform the adjustment work directly, CONTRACTOR shall subcontract, coordinate, support the utility owner as necessary, and provide all labor, equipment, and materials, to complete Work called for in the Contract Documents within the Contract duration. All costs shall be included in the respective unit prices bid. The CITY does not guarantee any of the utility work shown on the Plans, nor any schedule on behalf of the utility owner; CONTRACTOR shall coordinate with respective utility owners and include all costs in the respective unit prices bid.

BID ITEMS 80-83: FURNISH & INSTALL, STREET LIGHTING/ TRAFFIC SIGNAL PULLBOX WITH LID (COMPOSITE TYPE 2 AND 3)

1. The unit price bid for each item shall compensate the CONTRACTOR for all work including coordination, labor, equipment and materials to remove existing elements, furnish and install new pullboxes with lids as required by the Contract Documents, including base materials per L.A. City Standard Plans, and as required by the utility owner.

2. Materials and products shall be approved for use in the CITY public right of way as listed on the City of Los Angeles Bureau of Engineering Approved Products Tracking System (https://boe.lacity.org/apm/menu.cfm). Alternatively, products may be submitted for review and approval by the ENGINEER in accordance with General Requirements Section 01330.

3. The CONTRACTOR shall coordinate with respective utility owners (private and CITY owned) for product availability and procurement. CONTRACTOR shall be responsible for procurement of products and materials as needed to complete the Work per Contract Documents. All costs shall be included in the unit price bid.

4. Pull Boxes for the Los Angeles Department of Transportation and Bureau of Street Lightning shall conform to the applicable “Green Book”/BrownBook Sections.

5. The amount payable under this item shall be determined in accordance with the number of each item removed, furnished and installed.

BID ITEMS 84-85: ADJUST, WATER / GAS METER / VENT/ GAS VALVE TO GRADE

1. The unit prices bid shall compensate the CONTRACTOR for all work including labor, equipment, materials and incidentals to adjust water/gas meter/vent and gas valve to grade as required by the Contract Documents, L.A. City Standard Plans, and by the utility owner.

2. The CONTRACTOR shall contact the utility owner prior to starting any work to coordinate the adjustment with the utility company and to make sure all the construction requirements are met.

3. The amount payable under this item shall be determined in accordance with the number of each maintenance hole adjusted to grade.

4. If the utility owner does not allow CONTRACTOR to perform the adjustment work directly, CONTRACTOR shall subcontract, coordinate, support the utility owner as necessary, and provide all labor, equipment, and materials, to complete Work called for in the Contract Documents within the Contract duration. All costs shall be included in the respective unit prices bid. The CITY does not guarantee any of the utility work shown on the Plans, nor any schedule on behalf of the utility

owner; CONTRACTOR shall coordinate with respective utility owners and include all costs in the respective unit prices bid.

BID ITEM 86: REMOVE AND REPLACE CATCH BASIN LID PER STD S-343-1

1. The unit price bid shall compensate the CONTRACTOR for removing and replacing Catch Basin Lid, including all labor (preparation and placement), material (including import), equipment, and all other related Work. No additional mobilization shall apply.

2. Catch Basin lid remodeling shall be in accordance with Standard Plan S-343- 1. This Standard Plan applies only if catch basin belongs to LA City.

3. Contractor to verify if catch basin belongs to LA City or any other agency. If catch basin belongs to an agency other than LA City, Contractor shall prepare and submit the required documentation to get the permit approval from that agency and implement it during construction for the catch basin lid remodeling.

4. The amount payable under this item shall be determined in accordance with the number of catch basin lid removed and replaced.

BID ITEM 87: PAINT THERMOPLASTIC "NO DUMPING" 12X12

1. The unit price bid shall compensate the CONTRACTOR for replacing thermoplastic "No Dumping" 12"x12" marking for City owned catch basins, including all labor (preparation and placement), material (including import), equipment, and all other related Work. No additional mobilization shall apply.

2. Thermoplastic paint shall be in accordance with SSPWC (Greenbook) Section.

3. "No Dumping" marking shall be placed only when the existing catch basin lid is removed and replaced.

4. Please see Attachment B for 12"x12" label and specifications.

5. The amount payable under this item shall be determined in accordance with the number of each thermoplastics "No Dumping" 12"x12" marking replaced

BID ITEMS 88-90: FURNISH & INSTALL, 4-6 INCHES DIAMETER SCHEDULE 80 PVC AND RECTANGULAR METAL PIPE

1. The price bid per linear foot (LF) shall compensate the CONTRACTOR for all work including labor, equipment and materials for the removal of the existing drains and the installation of the respective drainage system as required by the Contract Documents.

2. The amount payable under this item shall be determined in accordance with the linear foot (LF) of the drain pipe removed and installed.

BID ITEMS 91-92: FURNISH & INSTALL, METER BOX WITH STEEL LID (NO 2 AND 3)

1. The unit price bid for each item shall compensate the CONTRACTOR for all work including coordination, labor, equipment and materials to remove existing elements, furnish and install new steel water meter lids as required by the Contract Documents, including base materials per L.A. City Standard Plans, and as required by the utility owner.

2. Materials and products shall be approved for use in the CITY public right of way as listed on the City of Los Angeles Bureau of Engineering Approved Products Tracking System (https://boe.lacity.org/apm/menu.cfm). Alternatively, products maybe submitted for review and approval by the ENGINEER in accordance with General Requirements Section 01330.

3. The CONTRACTOR shall coordinate with respective utility owners (private and CITY owned) for product availability and procurement. CONTRACTOR shall be responsible for procurement of products and materials as needed to complete the Work per Contract Documents. All costs shall be included in the unit price bid.

4. The amount payable under this item shall be determined in accordance with the number of each item removed, furnished and installed.

BID ITEM 93: FURNISH & INSTALL, 6-INCH DIAMETER CONCRETE VALVE

1. The unit prices bid shall compensate the CONTRACTOR for all work including labor, equipment, materials and incidentals to furnish and install 6-inch valve as required by the Contract Documents, L.A. City Standard Plans, and by the utility owner.

2. The CONTRACTOR shall contact the utility owner prior to starting any work to coordinate the adjustment with the utility company and to make sure all the construction requirements are met.

3. The amount payable under this item shall be determined in accordance with the number of 6-inch valve furnished and installed.

4. If the utility owner does not allow CONTRACTOR to perform the adjustment work directly, CONTRACTOR shall subcontract, coordinate, support the utility owner as necessary, and provide all labor, equipment, and materials, to complete Work called for in the Contract Documents within the Contract duration. All costs shall be included in the respective unit prices bid. The CITY does not guarantee any of the utility work shown on the Plans, nor any schedule on behalf of the utility owner; CONTRACTOR shall coordinate with respective utility owners and include all costs in the respective unit prices bid.

BID ITEM 94: MOBILIZATION AND DEMOBILIZATION – TREE WORK (PER SITE)

The unit price for "Mobilization & Demobilization – Tree Work" shall include, but is not limited to, all costs for delivering and removing all materials, equipment, tools and labor to and from a single work area except as provided below. The contractor shall receive the mobilization and demobilization payment after the tree work completion for each site, with the following exceptions:

If the contractor is assigned up to 4 consecutive "Tree Work" construction orders by the Engineer within a 1.5-mile radius of each other, the construction orders shall be executed by the Contractor jointly with a single mobilization payment.

1. The Work shall include Mobilization in accordance with Section 01721 MOBILIZATION of the GENERAL REQUIREMENTS including but not limited to:

    a. The movement of personnel, equipment, supplies and incidentals to the project sites.

b. Temporary laydown area and obtaining all permits and clearance requirements to secure and utilize the laydown area

c. Requesting the Los Angeles Department of Transportation for “no parking” permits and signages.

d. Distributing Notice to Residents prior to the start of tree work.

e. Applying for permits (if applicable) and coordinating work with other agencies such as LADOT, CALTRANS, LADWP, SCG, LADBS, and other utility companies and public agencies.

BID ITEMS 95-96: TREE AND/OR STUMP REMOVAL (6 TO 24 AND OVER 24 INCHES DIAMETER)

1. The unit price bid shall compensate the CONTRACTOR for the removal including equipment, labor and disposal of the stump and roots. CONTRACTOR shall secure the services of a certified Arborist for the execution of tree work, as provided in the Urban Forestry Division (UFD) "Tree Permits". Tree Permit conditions to be provided after the award of the contract. Those tree work requirements include but are not limited to tree removal, grinding, pruning, trimming, planting etc. CONTRACTOR's Arborist/Tree Trimming Company shall employee at least one (1) staff person that has a "High Voltage Line Clearance Certification" per OSHA 1910.269(m).

2. The Bureau of Street Services Urban Forestry Division will assess/inspect the tree to provide recommendations and issue tree permits within the public right-of-way.

3. Contractor shall contact Luis Torres at (213) 847-3033 at least 10 business days prior to construction for tree related work.

4. The amount payable under this item shall be determined in accordance with the number of each tree & stump removed.

5. Every tree removed shall require a biologist’s report and a 10-day appeal period after the California Environmental Quality Act (CEQA) Notice of Exemption (NOE) has been filed. The CITY shall provide the biologist’s report, and the CONTRACTOR shall file the NOE with the County of Los Angeles. The cost to deliver and file the NOE are to be included in these bid items.

BID ITEM 97: FURNISH & PLANT, 24-INCH BOX SIZE TREE

1. The unit price bid shall compensate the CONTRACTOR for the furnishing and planting each 24” box tree, including equipment, labor and material (including cost of each tree, delivery and planting).

2. The CONTRACTOR shall contact the Bureau of Street Services, Urban Forestry Division, once the new trees are planted in order to start watering the newly planted trees.

3. The CONTRACTOR shall contact Luis Torres at (213) 847-3045 at least 10 business days prior to construction for tree related work.

4. The planting of the new tree shall conform to Standard Plan S-456-2.

5. No additional payment will be made for additional tree well or parkway installation of forms as this work is incidental to this pay item.

6. The amount payable under this item shall be determined in accordance with the number of each tree planted.

BID ITEMS 98-99: TREE ROOT PRUNING / SHAVING AND CANOPY PRUNING (PER TREE)

1. The unit price bid shall compensate the CONTRACTOR for all work including labor, equipment, materials, and disposal for root pruning/shaving each tree and canopy pruning/trimming each tree, respectively, as required by the Contract Documents, including permit conditions issued by the Bureau of Street Services Urban Forestry Division.

2. All costs for CONTRACTOR's compliance with permit conditions issued by the Bureau of Street Services Urban Forestry Division shall be included in this bid item.

3. The amount payable under this item shall be based on each tree pruned/shaved/trimmed regardless of the extent of pruning/shaving/trimming required for each tree.

BID ITEM 100: INSTALL ROOT CONTROL BARRIER

1. The unit price bid per linear foot (LF) for the root control barrier shall compensate the CONTRACTOR for installation, including equipment, labor and material.

2. The installation of the root control barrier shall conform to Standard Plan S-456-2.

3. The amount payable under this item shall be determined in accordance per linear foot (LF) of root control barrier installed.

BID ITEM 101: FURNISH AND INSTALL, TOP SOIL

1. The unit price bid per cubic yard (CY) shall compensate the CONTRACTOR for all work including labor, equipment and materials for placing and compacting top soil in accordance with the Contract Documents.

BID ITEM 102: TEMPORARY DRAINAGE INLET PROTECTION

1. The unit price bid shall compensate the CONTRACTOR for the cost of performing work at each site associated with the protection of each existing drainage inlet within the project limits. Unit price includes labor, materials and equipment.

BID ITEMS 103-107: FURNISH & INSTALL, PEDESTRIAN PIPE GUARDRAIL / HANDRAIL (S-463-3: A-1, A-2, B-1, C-1, C-2)

1. The unit price bid per linear foot (LF) shall compensate the CONTRACTOR for the furnish and installation of the pedestrian pipe guardrail/ handrail, including labor (including placement and forming), material and equipment. No additional mobilization shall apply.

2. Handrail shall be in accordance with Standard Plan S-463-3.

3. The amount payable under this item shall be determined in accordance with the linear foot (LF) of handrail removal and installation.

BID ITEM 108: INSTALL COMPLIANT BIKE RACK (S-671-2)

1. The unit price bid shall compensate the CONTRACTOR for all work including labor, equipment and materials for the installation of new bike racks as required in the Contract Documents, including L.A. City Standard Plan S-671-2. No additional mobilization shall apply.

2. CONTRACTOR shall submit shop drawings for review and approval by the ENGINEER in accordance with Specification Section 01330 prior to fabrication or procurement of new bike racks. All associated costs shall be included in the unit price bid.

3. The amount payable under this item shall be determined in accordance with each new compliant bike rack installed.

BID ITEM 109: REMOVE AND REPLACE BIKE RACK

1. The unit price bid shall compensate the CONTRACTOR for all work including labor, equipment, materials, storage, and coordination required to remove and reinstall each bike rack as required by the Contract Documents, including L.A. City Standard Plan S- 671-2. No additional mobilization shall apply.

2. If any of the respective items are damaged during removal, CONTRACTOR shall replace with approved new materials and products as required by the CITY and/or the respective owner, at no additional cost to the CITY.

3. If it is determined during construction that any of the respective elements to be reinstalled per plan are outdated and are required to be replaced with current approved products, CONTRACTOR shall coordinate and procure new products as required by the owner and as approved by the ENGINEER. Additional costs, if any, for new materials and products shall be approved by the ENGINEER and addressed through a Change Order in accordance with General Requirements 01254, with no markups. All other costs shall be included in the unit price bid.

4. CONTRACTOR shall submit shop drawings for review and approval by the ENGINEER in accordance with Specification Section 01330 prior to fabrication or procurement of new bike racks. All associated costs shall be included in the unit price bid.

5. The amount payable under this item shall be determined in accordance with each existing bike rack removed and new compliant bike rack installed, respectively.

BID ITEM 110: REMOVE & REINSTALL, STREET SIGN

1. The unit price bid shall compensate the CONTRACTOR for all work including labor, equipment, materials, storage, and coordination required to remove and reinstall each street sign as required by the Contract Documents and the owner.

2. If any of the respective items are damaged during removal, CONTRACTOR shall replace with approved new materials and products as required by the CITY and/or the respective owner, at no additional cost to the CITY.

3. If it is determined during construction that any of the respective elements to be reinstalled per plan are outdated and are required to be replaced with current approved products, CONTRACTOR shall coordinate and procure new products as required by the owner and as approved by the ENGINEER. Additional costs, if any, for new materials and products shall be

approved by the ENGINEER and addressed through a Change Order in accordance with General Requirements 01254, with no markups. All other costs shall be included in the unit price bid.

4. The amount payable under this item shall be determined in accordance with the number of each item removed and reinstalled.

BID ITEM 111: REMOVE & REINSTALL, NEWSPAPER DISPENSER / TRASH BIN

1. The unit price bid shall compensate the CONTRACTOR for removing and reinstalling each newspaper dispenser/trash bin and parking meter, including equipment, labor and safe storage. No additional mobilization shall apply.

2. The amount payable under this item shall be determined in accordance with the number of each newspaper dispenser/trash bin and parking meter removed and reinstalled.

BID ITEM 112: RIGHT OF ENTRY COODRINATION

1. Request and obtain the signed Right of Entry (ROE) form from the homeowners as needed. No additional mobilization shall apply.

(END OF SECTION)

SECTION 01291
NOTICE TO WITHHOLD AND/OR STOP NOTICE

1.1 THE REQUIREMENT

A. When a "Notice to Withhold" or "Stop Notice" is served upon the CITY, or the Board, pursuant to the lien statutes of the State of California, to withhold sufficient funds from payments to the CONTRACTOR in support of a claim resulting from default by the CONTRACTOR in payment for labor or materials used in prosecution of the Contract, the CITY shall withhold from payment due the CONTRACTOR an amount of money equal to the amount of the claim stated in the "Notice to Withhold" or "Stop Notice," and an additional amount equal to twenty-five percent (25%) of the amount of said claim, to defray the costs of litigation in the event of court action on the claim, for a total withholding of one and one quarter (1-1/4) times the stated amount of the claim. At the discretion of the CITY, the CITY may allow the CONTRACTOR to file with the CITY the bond referred to in the Civil Code of the State of California after which said monies will not be withheld on account of such "Notice to Withhold" or "Stop Notice."

B. In the event the Contract is terminated for CONTRACTOR default, any funds due the CONTRACTOR and retained by the CITY in accordance with SECTION 01292 -PAYMENTS of these GENERAL REQUIREMENTS, shall become the property of the CITY to the extent necessary to repay to the CITY any excess in the Contract Price above the cost of the Work completed at the time of termination. After issuance of Notice To Discontinue Work, no further payments will be made to the CONTRACTOR for the Work covered by the notice until completion of work and final settlement has been made.

(END OF SECTION)

SECTION 01292
PAYMENTS

1.1 PAYMENT FOR MOBILIZATION

A. Payment for mobilization shall be limited to those items of work described in MOBILIZATION of these GENERAL REQUIREMENTS. Whether Mobilization is included as a Contract Bid Item in the Bid Proposal Form or specified as part of the lump sum in the Contract Documents, the amount shall include full compensation for furnishing the labor, materials, tools, equipment and incidentals for all of the Work involved in mobilization in advance of construction operations. The CONTRACTOR shall submit to the ENGINEER for approval the Contract Price Breakdown with the amount established for mobilization.

B. The CONTRACTOR shall submit to the INSPECTOR for approval a breakdown of the amount established for mobilization. Total payment (100%) for obtaining insurance and bonds will be made upon proof of payment for those items. The payment for all other items of mobilization will be made when those items of mobilization have been completed and as specified below:

1. When the monthly partial payment estimate of the amount earned, not including the amount earned for mobilization, is five percent (5%) or more of the original Contract amount, the total amount earned for mobilization may be up to fifty percent (50%) of the Contract item price for mobilization. This amount will be included in the said estimate for payment.

2. When the monthly partial payment estimate of the amount earned, not including the amount earned for mobilization, is ten percent (10%) or more of the original Contract amount, the total amount earned for mobilization may be up to seventy-five (75%) of the Contract item price for mobilization. This amount will be included in the said estimate for payment.

3. When the monthly partial payment estimate of the amount earned, not including the amount earned for mobilization, is twenty percent (20%) or more of the original Contract amount, the total amount earned for mobilization may be up to ninety-five percent (95%) of the Contract item price for mobilization. This amount will be included in the said estimate for payment.

4. When the monthly partial payment estimate of the amount earned, not including the amount earned for mobilization, is fifty percent (50%) or more of the original Contract amount, the total amount earned for mobilization may be up to one hundred percent (100%) of the Contract item price for mobilization. This amount will be included in the said estimate for payment.

C. The adjustment provisions in CHANGE ORDERS of these GENERAL REQUIREMENTS, and the retention of funds provisions in this Section, shall not apply to the Contract lump sum item for Mobilization.

D. When other Contract items are adjusted as provided in CHANGE ORDERS of these GENERAL REQUIREMENTS, if the costs applicable to such item of work include mobilization costs, such mobilization costs will be deemed to have been recovered by the CONTRACTOR by the payments made for mobilization and will be excluded from consideration in determining compensation under said Article.

E. When the Contract does not include a Contract pay item for mobilization as specified above, full compensation for any necessary mobilization required shall be considered as included in the prices paid for the various Contract items of work involved and no additional compensation will be allowed.

1.2 PAYMENT FOR PERMITS

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

1.3 MONTHLY PROGRESS PAYMENTS

A. General

1. The quantities listed in the Bid schedule will not govern final payment. Payment to the CONTRACTOR will be made only for actual quantities of Contract items constructed in accordance with the Plans and Specifications. Upon completion of construction, if the actual quantities show either an increase or decrease from the quantities given in the Bid schedule, the Contract Unit Prices will prevail subject to the provisions of CHANGE ORDERS of these GENERAL REQUIREMENTS.

2. The unit and/or lump sum prices to be paid shall be full compensation for the items of work and all appurtenant work, including furnishing all materials, labor, equipment, tools, and incidentals.

3. Payment will not be made for materials wasted or disposed of in a manner not called for under the Contract. This includes rejected material not unloaded from vehicles, material rejected after it has been placed, and material placed outside of the Plan lines. No compensation will be allowed for disposing of rejected or excess material.

4. Payment for work performed or materials furnished under an Assessment Act Contract will be made as provided in particular proceedings or legislative act under which such Contract was awarded.

5. Whenever any portion of the Work is performed by the CITY at the CONTRACTOR'S request, the cost thereof shall be charged against the CONTRACTOR, and may be deducted from any amount due or becoming due from the CITY.

6. Whenever immediate action is required to prevent injury, death, or property damage, and precautions which are the CONTRACTOR'S responsibility have not been taken and are not reasonably expected to be taken, the CITY may, after reasonable attempt to notify the CONTRACTOR, cause such precautions to be taken and shall charge the cost thereof against the CONTRACTOR, or may deduct such cost from any amount due or becoming due from the CITY. CITY action or inaction under such circumstances shall not be construed as relieving the CONTRACTOR or its Surety from liability.

7. Guarantee periods shall not be affected by any payment, but shall commence on the date equipment or material is placed into service at the direction of the CITY. In the event such items are not placed into service, prior to partial or final completion of the project, the guarantee period will commence on the date of completion.

8. If the Contract comprises two or more major units of work readily separable and divisible, and for which separate prices are stipulated in the Contract, the CONTRACTOR may make separate requests for progress payment on each such unit, and the CITY will make such progress payments, statement of completion, acceptance, retention, and final payment in accordance with the procedure specified above for the entire Contract.

9. The making of any payment to the CONTRACTOR under this Contract shall not relieve the CONTRACTOR of any obligations hereunder. The CONTRACTOR is obligated to complete the Contract in its entirety and to deliver to the CITY such acceptably completed work, finished product or structure as is specified in the Contract, at the time or times specified. Until this Contract is fully performed by the CONTRACTOR, and the Work, product, or structure produced thereby is accepted by the CITY, the CONTRACTOR shall also be obligated to repair, replace, restore, or rebuild any fully or partially completed work or structure, or any materials or equipment required to be provided under the Contract which may be damaged, lost, stolen, or otherwise injured in any way. This particular obligation of the CONTRACTOR, with respect to any major unit of the type mentioned in this Section, will terminate upon the completion by the CONTRACTOR and acceptance by the CITY of such major unit.

B. Monthly Request for Payment

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

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

2. The CONTRACTOR will be required to make all monthly requests for payment on the CITY'S Contract Payment Request Form. CONTRACTOR shall submit Contract Payment Request Form with the approved Payment Request estimate of work to the INSPECTOR. That form requires that the CONTRACTOR certify, under penalty of perjury, to the following:

   a. No workers were required or permitted to work more than eight (8) hours in any one calendar day, except in cases of emergency, and except as provided by law.

   b. Not less than the prevailing rates of wages, as set forth in the Contract for this Work, have been paid all laborers, workers, and mechanics employed to perform this Work.

   c. There were no substitutions of Subcontractors, no assignment or transferences of Subcontractors or Sub-Subcontractors, except as approved by the Board of Public Works.

   d. All of the provisions of Los Angeles Administrative Code, Section 10.8, pertaining to non-discrimination in employment have been complied with.

C. Payments for undelivered equipment, specifically manufactured equipment to be incorporated into the Work, excluding "off the shelf" or catalog items, will be made when all of the following conditions exist:

   1. The equipment must be specifically designated in the Technical Specifications for partial payment prior to delivery,

   2. The equipment to be specifically manufactured for the Project could neither be readily utilized on, nor diverted to, another job; and,

   3. A fabrication period of more than six (6) months is anticipated.

D. On lump-sum Contracts the INSPECTOR'S estimate of the monthly payment due the CONTRACTOR is an estimate of work acceptably completed and will not be required to be made by strict measurement.

E. Upon verification and approval by the INSPECTOR, the progress payment estimate shall be forwarded to the Payment Section of the Bureau of Contract Administration for processing.

F. Payment to the CONTRACTOR shall be made within 30 days after an undisputed and properly submitted payment request is received from the CONTRACTOR by the Bureau of Contract Administration Payment Section.

G. The CITY shall retain a portion of the amount otherwise due to the CONTRACTOR, as follows:

1. Retention of five percent (5%) will be held on the original Contract value on each approved payment claim until the amount paid of the original Contract equals fifty percent (50%). The INSPECTOR may then, at its sole discretion, discontinue further retention on the original Contract value for all subsequently approved payment claims.

2. At any time during the course of the Contract, the INSPECTOR may, at its sole discretion, reinstate the five percent (5%) retention.

3. In the event the Contract is terminated for CONTRACTOR default, any funds due the CONTRACTOR and retained by the CITY in accordance with these provisions, shall become the property of the CITY to the extent necessary to repay to the CITY any excess in the Contract Price above the cost of the Work completed at the time of termination. After issuance of Notice To Discontinue Work, no further payments will be made to the CONTRACTOR for the Work covered by the notice until completion of work and final settlement has been made.

H. Additional deductions will be made from each monthly payment request for amounts due the CITY as follows:

1. Equipment or materials furnished by the CITY.

2. Services rendered to the CONTRACTOR by the CITY.

3. Amounts due the CITY for liquidated damages under the terms of the Contract.

4. Amounts required to be deducted by federal, state, or local governmental authority or other provisions of these Contract Documents.

I. From the balance thus determined will be deducted the amount of all previous payments, and the remainder shall constitute the monthly payment due the CONTRACTOR.

J. The monthly payments may be withheld or reduced, for the following reasons:

1. If the CONTRACTOR is not diligently or efficiently complying with the express intent of the Contract;

2. If there are unresolved Notices of Non-Compliance;

3. If Technical Manuals are not submitted;

4. If Record Drawings are not kept up-to-date;

5. If progress photographs are not submitted;

6. If construction schedules are not submitted in accordance with these General Requirements; or

7. If the Solid Waste Diversion and Disposal Report is not submitted with progress payment estimate.

8. Failure of the CONTRACTOR to maintain insurance as required by the CONTRACT.

9. Upon written request of the ENGINEER.

K. The CONTRACTOR shall promptly submit the following in response to requests by the INSPECTOR:

1. All information and records necessary to determine the cost of the Work for purposes of estimating monthly payment.

2. All itemized statements, in a form satisfactory to the INSPECTOR, of the actual cost of all acceptable materials delivered by the CONTRACTOR to the site.

L. The making of any payment to the CONTRACTOR shall not relieve the CONTRACTOR from Contractual obligations. These payments shall not be construed as the transfer of ownership of any equipment or materials to the CITY.

M. Responsibility of ownership shall remain with the CONTRACTOR who shall be obligated to store, protect, repair, replace, rebuild or otherwise restore any fully or partially completed work or structure for which payment has been made. The CONTRACTOR shall replace any materials or equipment required to be provided under the Contract which may be damaged, lost, stolen, or otherwise degraded in any way prior to acceptance of the Work under the Contract.

N. Escrow Account for Retention Payments

1. Under Section 22300 of the Public Contract Code, the CONTRACTOR has the option to deposit securities with an Escrow Agent as a substitute for the CITY withholding the required five percent (5%) retention from progress payments to ensure performance of any contract entered into between the CITY and the CONTRACTOR. Provided adequate value of securities is on deposit with the Escrow Agent, retention payments are then made directly to the CONTRACTOR by the CITY. As an option, Section 22300 also permits the CONTRACTOR to have retention payments made directly to the Escrow Agent, with no requirement for the CONTRACTOR to deposit securities with the Escrow Agent. If the CONTRACTOR requests neither of the above alternatives, the retention funds will be retained by the CITY and invested by the City Treasurer, in which case, interest earned will accrue to the benefit of the CITY.

2. Under the terms of the Escrow agreement, the CONTRACTOR has the option to arrange to deposit securities up front for up to the full five percent (5%) of the total amount of the Contract **(Option "A")**, or to have the CITY make payments directly to the Escrow Agent for the amount the CITY withholds for the required retentions with no requirement for the CONTRACTOR to deposit securities in advance **(Option "B")**. These arrangements are set forth in the Escrow Agreement.

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

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

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

A. Materials and/or equipment are eligible for partial payment when delivered and stored at the Worksite as follows:

1. Each individual piece of the material or equipment must be valued at $5,000 minimum.

2. The materials and equipment are intended for permanent installation.

3. The materials or equipment are specifically delineated in the Contract, specially manufactured for this project and not readily useable on other projects.

4. The CONTRACTOR shall store the materials and equipment as required in STORAGE OF MATERIALS AND EQUIPMENT in these GENERAL REQUIREMENTS.

5. Living, perishable, degradable or standard stocked items are ineligible.

B. The partial payment is limited to the lesser of 1) Ninety-five percent (95%) of the invoice cost, or 2) The bid item amount less an estimate by the City for installation.

C. The CONTRACTOR shall include cost-loaded scheduling activities for items of material and equipment that the CONTRACTOR intends to request "Partial Payment for Materials or Equipment Delivered and Stored on the Job Site".

D. The CONTRACTOR shall provide all documentation necessary to establish the cost of such materials and equipment for the "Schedule of Values".

E. Prior to start of Work, the CONTRACTOR shall provide the INSPECTOR with a list of all materials or equipment proposed to receive partial payment under the provisions of this Article, along with its supplier, fabricator or manufacturer.

F. Change orders and/or time extensions will not be issued for any costs or impacts related to compliance with this section, including documentation, special handling, or special storage.

1.5 PAYMENT FOR MATERIALS OR EQUIPMENT STORED OFF THE JOBSITE

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

1. Payment will not be made for any materials or equipment unless each individual piece of the material or equipment becomes a permanent part of the Work and has a value of more than $5,000.

2. The materials and/or equipment are required by the Specifications, and are specifically manufactured for the Project and could not readily be utilized or diverted to another job.

3. No payment will be made for living or perishable plant material, or for degradable materials such as rock, sand, cement, or for reinforcing steel, miscellaneous piping, off the shelf and catalog items, or similar items, until they are incorporated into the Work.

4. Payment for the materials or equipment stored shall not exceed sixty percent (60%) of the invoice cost of the materials or equipment. Percent of the invoice paid shall be at the discretion of the CITY. The amount paid shall not exceed the total amount of the Bid item less an amount estimated for installation.

B. The CONTRACTOR shall include cost loaded activities for the materials and equipment, for which payment will be requested, in the Schedule of Values. The CONTRACTOR shall provide all documentation necessary to establish the cost of the materials or equipment.

C. All suppliers, fabricators, or manufacturers who intend to furnish materials or equipment to the CITY must file a notice with the CITY in accordance with the State of California lien laws.

D. Each supplier, fabricator or manufacturer shall file a list, with the INSPECTOR, indicating the materials or equipment to be furnished to the Project. They shall also provide a notarized declaration from their company indicating the employees authorized to sign an unconditional release for the company. The persons signing the declaration and the unconditional release shall be identified by name and title.

E. Each request for payment shall include a notarized Unconditional Release that conforms to the California Civil Code for no less than 60% of the invoice cost of the materials or equipment. The release shall be signed by an authorized employee identified in the corporate declaration. The request shall include the suppliers invoice for the materials or equipment.

F. The CONTRACTOR shall store the materials and equipment as required in STORAGE OF MATERIALS AND EQUIPMENT of these GENERAL REQUIREMENTS, in a bonded warehouse or facility approved by the INSPECTOR. The storage site shall be located within fifty (50) miles of the geographic limits of the CITY. The materials and equipment shall be physically segregated from all other materials or equipment within the facility and shall be identified as being the "PROPERTY OF THE CITY OF LOS ANGELES". The CONTRACTOR shall exercise all measures necessary to ensure preservation of the quality, quantity, and fitness of such materials or equipment and shall perform the manufacturers' recommended maintenance of the materials or equipment. The CONTRACTOR shall inspect the materials and equipment, and submit a monthly written report to the INSPECTOR listing all the equipment stored, results of their inspection, and the maintenance performed.

G. The CONTRACTOR shall grant the INSPECTOR and the ENGINEER access to the storage facility at any time and assist the INSPECTOR and the ENGINEER in conducting a full view, piece by piece, inventory of all such material or equipment.

H. The CONTRACTOR shall provide all additional insurance necessary to insure the materials or equipment against loss of damage. The insurance provided shall be provided as stated in INSURANCE of the GENERAL CONDITIONS. The insurance shall cover the material or equipment, while stored at the approved site, while in transit to the Jobsite, while being off-loaded at the site and until the material or equipment is incorporated into the Work and the CONTRACT is accepted by the BOARD.

I. The CONTRACTOR shall be responsible for any damage to, defects therein, mis-fabrication thereof, or loss of the materials or equipment.

J. The CONTRACTOR shall be responsible for any resulting project delays or consequential damages as if the CONTRACTOR were the owner of the material or equipment until it is incorporated in the Work and accepted by the CITY.

K. The CONTRACTOR shall absorb any and all cost incurred to meet the requirements of this article without modification in the Contract amount.

L. The CONTRACTOR shall present the storage arrangements in writing and sign a Security Agreement, which shall be submitted to the INSPECTOR for approval by the City Attorney. This agreement shall set forth the terms of ownership, storage and insurance necessary to insure the material or equipment against damage or loss.

1.6 FINAL PAYMENT

A. Final Payment of all monies owed the CONTRACTOR shall be made within 60 days of the date of Final Field Acceptance by the Final Inspector after deducting all prior payments and all amounts to be withheld under the provisions of the Contract, including the following items:

1. Liquidated damages, as applicable;

2. "Disputed Funds" including, but not limited to, the following:

a. Penalty and/or restitution for failure of the CONTRACTOR to pay prevailing wages as required by the contract.

b. Penalty for failure of the CONTRACTOR to receive approval of all Subcontractor(s) prior to said Subcontractor working on the project.

c. Penalty for failure of the contractor to receive approval for Subcontractor substitution(s).

d. Penalty for failure of the contractor to receive approval for a reduction in the dollar amount paid a bid-listed and/or approved Subcontractor;

3. Lien claims or Stop Notices filed on behalf of suppliers, Subcontractors, and labor performed in connection with the project; except, that upon submittal of a Stop Notice Release Bond issued by an approved Surety Company executed in favor of the CONTRACTOR, the CITY will release

such portion of the retained funds to said CONTRACTOR that is being held solely to cover Stop Notice Claims.

B. No claim of the CONTRACTOR under this Article shall be allowed unless the CONTRACTOR has given the required written notice. Nor shall a claim by the CONTRACTOR for an equitable adjustment hereunder be allowed if asserted after final payment under this Contract.

C. The acceptance by the CONTRACTOR of final payment and retention shall release the CITY, its officers, agents, representatives or employees, as representatives of the CITY, from all claims and all liability to the CONTRACTOR for all matter in connection with the Work and all acts of the CITY relating to or arising out of the Work.

(END OF SECTION)

SECTION 01298
SCHEDULE OF VALUES / CONTRACT PRICE BREAKDOWN

1.1 THE REQUIREMENT

A. The "Schedule of Work and Prices" for with each construction order issued shall be used as a basis for determining progress payments on a lump sum contract or any designated lump sum bid item. Prior to submitting an invoice for payment, the CONTRACTOR shall have submitted a detailed payment request and obtained approval from the INSPECTOR.

(END OF SECTION)

SECTION 01311
PRE-CONSTRUCTION SAFETY CONFERENCE

1.1 THE REQUIREMENT

A. The CONTRACTOR's Project Manager, Project Engineer, Safety Coordinator and Superintendent(s) shall attend a Pre-Construction Safety Conference conducted by the INSPECTOR and the ENGINEER. The CONTRACTOR will be informed of the date, time, and location of the Pre-Construction Safety Conference by the ENGINEER. The Pre-Construction Safety Conference shall take place within twenty-one (21) calendar days after Notice of Award and prior to the start of any Work at the site. The CONTRACTOR shall select additional personnel from its field staff, vendors, suppliers, and manufacturers, and from every Subcontractor, at any tier, to attend the Pre-Construction Safety Conference.

B. The CONTRACTOR shall provide to the ENGINEER and the INSPECTOR, at the Pre-Construction Safety Conference, the following documents:

1. Injury and Illness Prevention Program (IIPP) which shall address site specific concerns and shall also Include the following, as a minimum:

a. Occupational Injury and Illness Investigation and Reporting System, including a system for providing all injury reports to the INSPECTOR and the ENGINEER.

b. Safety Inspection System.

c. Hazard Communication Program.

d. Methods of identifying hazards including a procedure for notifying the INSPECTOR and the ENGINEER when a hazard is identified.

e. Training Documentation System.

f. Safety Communication and Remediation Procedures.

g. Other specific safety activities which pertain to the Work.

2. During periods of Pandemic/Epidemic of infectious diseases, as declared by the local and/or State health officials, the Contractor may be required to modify his/her attendance to the Pre-Construction Safety Conference and all other meetings by teleconference.

h. Following the guidelines from local and/or State health officials, the Contractor shall modify the IIPP to include these additional requirements:
   i. Personal Protective Equipment (PPE) for all workers.
   ii. Social distancing.
   iii. Hygiene maintenance.
   iv. Quarantine of infected workers and those who have come in contact.
   v. Testing requirements as prescribed by the State/Local health officials.
   vi. Any other requirements as prescribed by State/Local health officials as they become available.

i. Additionally, the Contractor shall follow these guidelines as required for construction inspection:

i. Los Angeles Department of Building and Safety Announcement No. 5 "Covid-19 Safety Guidance for Construction Sites".
ii. Bureau of Contract Administration Job Memorandum "Covid-19 Safety Guidelines for Construction Sites".

2. Identification of person(s) responsible for safety of this site, who will be assigned to the site during the performance of the work, for the CONTRACTOR and all Subcontractors at any tier.

3. Emergency Action and Fire Prevention Plan.

4. Hazardous Materials Procurement, Storage, Handling, Waste Control and Disposal Procedures.

a. **[The CONTRACTOR's Lock Out/Tag Out, Confined Space Entry, Hazardous Materials/Waste Control and all other site specific safety programs shall meet or exceed the Bureau of Sanitation's standards for this site. These standards are available to the CONTRACTOR upon request from the ENGINEER.]**

5. It shall be the CONTRACTOR's responsibility to assure that all field forces know and obey all safety and emergency procedures to be maintained at the job site. The CONTRACTOR shall further assure that a supervisor is present at all times during any field work who is knowledgeable of and responsible for the enforcement of the CONTRACTOR's required safety procedures.

(END OF SECTION)

SECTION 01312
PROJECT MEETINGS

PART ONE - GENERAL

1.1 DESCRIPTION

A. Work Included:

1. Required to enable orderly review during pre-installation conference and progress of Contracted Work, and to provide for systematic discussion of installation problems and other construction problems arisen, the ENGINEER will conduct project meetings throughout the construction period. Conform to the Pre-Construction Scheduling Conference and Project Schedule Review Meeting provisions in Section 01321 – CONTRACTOR'S CONSTRUCTION SCHEDULE AND REPORTS of the GENERAL REQUIREMENTS.

B. Related Work:

1. Documents affecting work of this Section include, but are not necessarily limited to, GENERAL CONDITIONS, DIVISION 1 - GENERAL REQUIREMENTS

2. The CONTRACTOR'S relations with his Subcontractors and materials suppliers, and discussions relative thereto, are the CONTRACTOR'S responsibility and normally are not part of project meetings content.

3. CONTRACTOR'S CONSTRUCTION SCHEDULE AND REPORTS in Section 01321 of the GENERAL REQUIREMENTS.

1.2 SUBMITTALS

A. Conform to provisions of Section 01330 – SHOP DRAWINGS / SUBMITTALS of GENERAL REQUIREMENTS.

B. Agenda Items:

1. To the maximum extent practicable, advise the ENGINEER at least twenty-four (24) hours in advance of project meetings regarding items to be added to the agenda or requesting the cancellation of any Meeting.

C. Minutes:

1. The ENGINEER will compile minutes of each project meeting and will furnish one copy to the CONTRACTOR, INSPECTOR, ENGINEER, and all other involved parties.

2. Recipients of copies may make and distribute such other copies as they wish.

3. Special denotation mutually agreed by all parties shall be used in Meeting Minutes to identify old and new business, to distinguished new

discussion/statement made in subsequent meeting from previous meetings, or any revision to any part of the minutes.

1.3 QUALITY ASSURANCE

A. For those persons designated by the CONTRACTOR to attend and participate in project meetings, provide required authority to commit the CONTRACTOR to solutions agreed upon in the project meetings. Refer to provisions indicated in Section 00302 - CONTRACTOR'S REPRESENTATIVE AT THE SITE of the GENERAL CONDITIONS.

PART TWO - PRODUCTS (NOT APPLICABLE)

PART THREE - EXECUTION

3.1 MEETING SCHEDULE

A. Except as noted below for Preconstruction Meeting, project meetings will be held bi-weekly or as otherwise directed by the ENGINEER.

B. Coordinate as necessary to establish mutually acceptable schedule for additional meetings.

3.2 MEETING LOCATION

A. The ENGINEER will establish the meeting location. To the maximum extent practicable, meetings will be held in CONTRACTOR'S job office at the Jobsite.

3.3 PRECONSTRUCTION MEETING

A. Preconstruction Meeting will be scheduled to be held within fifteen (15) working days after the City has issued the Notice to Proceed.

1. Provide attendance by authorized representatives of the CONTRACTOR and major Subcontractors.

2. The ENGINEER will advise other interested parties.

B. Minimum Agenda: Data will be distributed and discussed on at least the following items.

1. Organizational arrangement of CONTRACTOR'S forces and personnel, and those of the subcontractors, and materials suppliers.

2. Organizational arrangement of the CITY'S forces and personnel, and other authorized representatives.

3. Issue Resolution Ladder.

4. Channels and procedures for communication.

5. Construction schedule, including sequence of critical work.

6. Contract Documents.

7. Processing of Shop Drawings and other data submitted to the ENGINEER for review.

8. Processing of Bulletin, addenda, field decisions, Requests for Information and Change Orders.

9. Rules and regulations governing performance of the Work.

10. Procedures for site security, Project quality control, housekeeping, and related matters.

11. It is the responsibility of the CONTRACTOR for Job Site Safety & First Aid, however, it shall be on the agenda.

12. Emergency Information: The name, addresses, telephone and fax numbers of the CONTRACTOR, and Subcontractors, or their representatives, shall be filed with the ENGINEER prior to start of Contracted Work.

3.4 PROJECT MEETINGS

A. Attendance:

1. To the maximum extent practicable, the Project Superintendent and other representatives who have full knowledge of the project and full authority to act for the CONTRACTOR shall represent the CONTRACTOR at Project Meetings throughout the progress of the Work. All representatives must conform to the provisions indicated in Section 00302 - CONTRACTOR'S REPRESENTATIVE AT THE SITE of the GENERAL CONDITIONS.

2. Subcontractors, materials suppliers, and others may be invited to attend these Project Meetings in which their aspect of the Work is involved.

3. CONTRACTOR may not cancel or be absent from any meeting without advanced approval from the ENGINEER. The CONTRACTOR must submit a written request with reason to the ENGINEER twenty-four (24) hours before the scheduled meeting. If approved, the CONTRACTOR shall notify all parties of the cancellation.

B. Minimum Agenda:

1. Review, revise as necessary, and approve minutes of previous meeting.

2. Review progress of the Work since last meeting. Review actual starts and finish dates of activities.

3. Review status (total complete and outstanding) of submittal for approval, Request-for-Information and Change Orders.

4. Identify old and new problems, which impede planned progress, identify responsible party for the follow-up actions. Mutually agree to a common solution and date of correction.

5. Develop corrective measures and procedures to regain lost time on the planned schedule.

6. Review Weekly Progress Reports including the forecasts as required in Section 01321 – CONTRACTOR'S CONSTRUCTION SCHEDULE AND REPORTS of the GENERAL REQUIREMENTS.

7. Status of Record drawings and the Record Project Manual.

8. Jobsite Walk-Through. Record all discussion and follow-up actions.

9. Any Jobsite health and/or accident or safety issues.

C. Revisions to Minutes:

1. Unless published minutes are challenged in writing prior to the next regularly scheduled progress meeting, they will be accepted as properly stating the activities and decisions of the meeting.

2. Persons challenging published minutes shall reproduce and distribute copies of the challenge to all indicated recipients of the particular set of minutes.

3. Challenge to minutes shall be settled as priority portion of "old business" at the next regularly scheduled meeting.

3.5 SITE MEETINGS

A. Required when necessary to enable orderly review and discussion of site conditions and problems requiring solution during the progress of the contracted work. Notify the ENGINEER of the need for additional site meetings as early as possible to resolve the problem without any impact to the Project Schedule.

B. Provide necessary labor, tools, and equipment such as shoring, scaffolding, ladder, etc. to gain access to the site.

C. CONTRACTOR or CONTRACTOR'S authorized representative shall be present at all times.

D. All discussion and follow-up actions shall be recorded by ENGINEER and the minutes shall be distributed at the next meeting or at earliest time.

(END OF SECTION)

SECTION 01313
WORK BY CITY OR OTHERS

1.1 THE REQUIREMENT

A. The CONTRACTOR shall be responsible for ascertaining the nature and extent of any simultaneous, collateral and essential work by others. The CITY, its employees and contractors, and others, shall have the right to operate within or adjacent to the worksite to perform such work.

B. The CITY, the CONTRACTOR, their employees, Subcontractors and others, shall coordinate their operations and cooperate to hold interference to a minimum.

C. The CONTRACTOR shall include in its Bid and schedule all costs and time involved as a result of coordinating its work with others. The CONTRACTOR shall not be entitled to additional compensation from the CITY for damages resulting from such simultaneous, collateral and essential work. The CONTRACTOR'S coordinating efforts shall include redeployment of his work forces to other parts of the Work.

D. Should the CONTRACTOR be delayed by the CITY, and such delay could not reasonably have been foreseen and prevented by the CONTRACTOR, the ENGINEER will determine the extent of the delay, the effect of the delay on the project as a whole, and any commensurate extension of time.

E. The CONTRACTOR is required to notify affected CITY offices of Work to be done as specified in the following table:

Item	Office of LADOT to be notified	Cost to be borne by	Required Notice (working days)
Work on signal – controlled intersection	Traffic Signal Inspector: Central Area: (213) 485-1071 Western Area: (213) 485-6834 Valley Area: (818) 779-9433 ATSAC Project Engineer: (213) 972-8664	Contractor	3
Traffic Signal and Interconnect damage	Signal Superintendent: Daytime: (213) 473-8465 After Hours: (818) 374-4823		Immediate
Parking meter damage	Parking Meter Supervisor: (213) 473-0644		
Parking meter removal and replacement	Parking Meter Planning Supervisor: (213) 473-0644	City**	5
Material and labor by LADOT	For Scheduling of: Sign/Striping: (213) 485-9331 Signal: (213) 485-6818		
Traffic Sign removal, relocation and replacement	Appropriate District Transportation Engineer*: Central District: (213) 972-4990 East Valley District: (818) 374-4688 Hollywood District: (323) 957-6843 West Valley District: (818) 774-4306 Western District (310) 575-8138 Southern District: (310) 732-4599		
Parking restrictions, changes relating to temporary striping			10
Final traffic striping and pavement marking		Contractor	5
Temporary Traffic Control Plan			30
Temporary striping installation mark out			2
Offsite Detour Signs			5
Placement of temporary "No Parking" signs	Special Traffic Control Section: (213) 485-2298		4

* For B-Permit projects, notify citywide investigations (213) 972-8687.

**On B-Permit projects, the costs shall be charged to the permittee as required by Section 62.110 of the Los Angeles Municipal Code.

(END OF SECTION)

SECTION 01321
CONTRACTOR'S CONSTRUCTION SCHEDULE AND REPORTS

1. THE REQUIREMENT

A. Due to the urgent necessity nature of this work, it is expressly understood and agreed that the time of issuance of a construction order, the rate of progress, and the time of completion of the work are of the essence of this Contract.

B. In accordance with Section GR01312-3.4-B-7, "PROJECT MEETINGS" and GR01112, "DESCRIPTION OF WORK", the CONTRACTOR shall submit an electronic copy of their 4-week (3-week look-ahead, 1-week look-back) schedule in ".pdf " format. A hard copy shall be submitted upon request by the ENGINEER. Comments made by the ENGINEER on the 4-week schedule during review will not relieve the CONTRACTOR from compliance with all requirements of the Contract. The ENGINEER may request that the CONTRACTOR participate in review of any schedule submission. All revisions shall be submitted within seven (7) calendar days after the ENGINEER'S review.

(END OF SECTION)

SECTION 01322
CONSTRUCTION PROGRESS PHOTOGRAPHY

PART ONE - GENERAL

1.1 SUMMARY

A. Required**:** Provide photographs taken at the Jobsite at the specified stages of Contracted Work in accordance with provisions of this Section.

1. The CONTRACTOR shall photograph significant areas of each site at the specified stages of construction in accordance with the provisions of this Section and as directed by the ENGINEER.

B. Before and After Photos:

1. Before" Photos: Before starting any field work, CONTRACTOR shall photograph a minimum of four (4) locations with significant existing damage to sidewalks and/or curb ramps within each site or as directed by the ENGINEER.

2. "After" Photos: After completion of all Work at each site, the CONTRACTOR shall photograph the same viewpoints as the "Before" photographs, or as directed by the ENTINGEER, to demonstrate the SUBMITTALS

1.2 SUBMITTALS

A. Photographs shall be uploaded and submitted by the CONTRACTOR through e2020.

1.3 QUALITY ASSURANCE

A. The CONTRACTOR shall submit a sample set of "Before" and "After" photographs for review and approval by the ENGINEER for the first site to be constructed. Any corrections provided by the ENGINEER shall be applied to all subsequent photographs.

B. Do not replace the photographer without the ENGINEER'S written approval.

PART TWO - PRODUCTS

2.1 CONSTRUCTION PHOTOGRAPHS

A. Provide Color Prints **and digital files**:

1. Size: 8" x 10"

2. Type: Smooth surface, glossy print, single weight paper with white base mounted on muslin or on double weight glossy paper.

B. On the front or back of each print, in a manner not damaging to the print, identify the following:

1. Job name and address;

2. Location from which photographed;

3. Date of photograph;

4. Photographer's name and address, and the photograph number.

PART THREE - EXECUTION

3.1 CONSTRUCTION PHOTOGRAPHY

A. Photographs shall be legible, in focus, with high resolution and appropriate lighting, and be without any blurs, defects, or large shadows that mask the damage completed Work. To the maximum extent feasible, debris, construction materials, equipment, and people's faces are not to be included in photographs.

B. Camera shall be distanced and angled such that the Work is completely visible from property line to roadway.

C. The "Before" and "After" photographs shall be taken from the same location, with the same view, and with similar elements captured.

D. Photographs shall be suitable for use in City Presentations and publications and shall become the property of the City with all rights to the use of photographs.

E. Photographs shall comply with the following requirements:
   1. Photographs shall be in color, in landscape orientation, with the date displayed.

   2. Files shall be saved as JPG or PNG filetype.

   3. Photographs shall be named to include the Site number, and the sequential number for each "Before" ("B") and "After" ("A") file (i.e. "Site #### - B#", "Site XXXX – A#"). View Locations: As directed by the ENGINEER. Location(s) to provide diversified overall view of the Work from a position that is expected to remain accessible throughout progress of the Contracted Work for added photography.

F. Continue to take photographs at same view position of the Works to show continuous progress of the Works until the Works are completed or as directed by the ENGINEER.

G. Weather Conditions: When inclement weather is anticipated, consult with the ENGINEER to determine acceptable alternate arrangements.

(END OF SECTION)

SECTION 01323
CONSTRUCTION STATUS REPORTS

1.1 THE REQUIREMENT

A. Weekly Status Report

During the construction phase of the Work, the CONTRACTOR shall submit weekly written status reports to the ENGINEER and the INSPECTOR. The report shall contain a record of inspections and tests, not performed by CITY forces, for all Work accomplished subsequent to the previous report and shall include the following information:

1. Type of work under way during the time frame of the report (e.g., earthwork, concrete work, structural steel erection, equipment manufacturing, component installation).

2. Inspections and tests, and location of inspections and tests that were made.

3. Results of inspections.

4. Reports of tests performed, including those specified, with the results of the tests, and acceptance criteria, including failures and remedial action to be taken. Test results, including all computations, shall be attached to the report form. Where test results cannot be completed by the time the report is submitted, a notation shall be made that the test was performed, including the approximate expected date that test results will be reported.

5. Report of any nonconforming items/activities. Nonconformance report forms designed solely for this purpose shall be utilized.

6. Results of inspections of material and equipment done upon their arrival at the Jobsite and prior to their incorporation into the Work. This includes, but is not limited to, compliance with approved submittals, damage, and proper storage requirements.

7. Offsite quality control activities.

8. Instructions received from the ENGINEER or INSPECTOR.

9. In all cases, the report must be verified and signed by the CONTRACTOR'S representative. The verification is to contain the statement that all supplies and materials incorporated in the Work are in compliance with the terms of the Contract except where noted.

B. Monthly Procurement and Delivery Status Report

1. The CONTRACTOR shall prepare and submit to the INSPECTOR and the ENGINEER a comprehensive Monthly Procurement and Delivery Status Report covering the procurement and delivery of equipment and materials to the Jobsite. This report shall outline the purchasing status of all material, equipment and contracts. The purchasing status report shall include the following information:

a. Specification, purchase order, and Contract number;

b. Submittal Number;

c. Item or service description;

d. Required job site date; and

e. Project Delivery Date.

In addition, this report shall contain a three (3) month "Look Ahead Projection" of all factory tests, shipments to be inspected, or any other supplier activity which the CONTRACTOR, the ENGINEER, or the INSPECTOR, has the right to witness and accept. The report shall detail arrangements which are planned for meeting the witnessing and acceptance requirements, and for recording tests passed.

2. The CONTRACTOR shall obtain a submittal schedule for technical data, Shop Drawings, material and test certificates, O&M manuals, spare parts lists, and other submittals, from each supplier. This schedule shall be monitored and updated on a monthly basis and shall be submitted to the INSPECTOR and the ENGINEER with the Monthly Procurement and Delivery Status Report.

C. Miscellaneous Submittals

Required: CONTRACTOR shall prepare a Daily Construction Report recording the following information concerning events at the job-site and submit duplicate copies to the Consultant or ENGINEER at weekly intervals:

1. List of Subcontractors and Sub-Subcontractors at the site, types of works and job location.

2. Approximate count of CONTRACTOR'S personnel at the site, name, type of work and job location.

3. Construction equipments at the site.

4. High and low temperatures, general weather conditions.

5. Accidents and unusual events.

6. Meetings and significant decisions.

7. Stoppages, delays, shortages, losses.

8. Meter readings and similar recordings.

9. Emergency procedures.

10. Inspection, Orders and requests of governing authorities, type of work.

11. Change Orders received, implemented.

12. Services connected, disconnected.

13. Notice of Non-Compliance, Notice-To-Correct, and Job-Memorandum received.

14. Equipment or system tests and start-ups.

15. Preparation of Record Drawings and Project Manual.

16. Equipment or material delivered to site.

17. Partial completions, occupancies

18. Substantial completions authorized.

(END OF SECTION)

SECTION 01330
SHOP DRAWINGS / SUBMITTALS

1.1 THE REQUIREMENT

A. The CONTRACTOR shall prepare, approve, sign and submit to the ENGINEER any and all Shop Drawings, Manufacturers' Project Data, Job References, Certificates, Wiring Diagrams, Operation and Maintenance Manuals and Samples required by the Contract Documents on “e2020” (the City’s web-based construction management application.)

NOTE: All references in the Technical Sections under "Shop Drawings" or “Submittal” to the words "approval of" shall mean "reviewed by".

B. The CONTRACTOR, by preparing, reviewing, approving and submitting the Shop Drawings, Manufacturers' Product Data, Job References, Certifications, Wiring Diagrams, Operation and Maintenance Manuals and Samples, represents that the CONTRACTOR has determined and verified all materials, field measurements and filed construction criteria related thereto, and has checked and coordinated the information contained within such submittals with the requirements of the Work, the Project and the Contract Documents.

C. The CONTRACTOR shall inform the ENGINEER, in writing, of any and all deviations and/or questions regarding the Contract Documents, and shall properly identify these areas of concern in the transmittal of the Shop Drawings, Manufacturers' Product Data, Job References, Certification, Wiring Diagram and Samples for proper written disposition respectively by the ENGINEER. The CONTRACTOR shall provide Shop Drawings in accordance with Specification Section 01116 of the General Requirements.

D. Transmittal sheets for all Shop Drawings, Manufacturers' Product Data, Wiring Diagrams, Job References, Certifications, Operation and Maintenance Manuals and Samples shall be uploaded in e2020 in accordance with Specification Section 01116 of the General Requirements.

E. The CONTRACTOR is not relieved of the responsibility for any deviation from the requirements of the Contract Documents, by virtue of CONTRACTOR’S approval and submittal of the Shop Drawings, Manufacturers' Product Data, Wiring Diagrams, Operation and Maintenance Manuals and Samples to the ENGINEER. All deviations and/or interpretations of the Contract Documents must be approved in writing by the ENGINEER.

F. The review of the Shop Drawings, Manufacturers' Product Data, Job References, Certifications, Wiring Diagrams, Operation and Maintenance Manuals; and Samples by the ENGINEER does not relieve the CONTRACTOR of its responsibility from any requirements of the Contract Document, or any errors or omissions in such submittals, or for any failure to perform the requirements and intent of Contract Documents.

G. The Shop Drawings shall include such fabrication, erection, and setting drawings; manufacturer’s standard drawings or catalog cuts, performance and test data; Job References, Certifications, wiring and control diagrams; schedules; samples;

and descriptive data pertaining to material, machinery and methods of construction as may be necessary to carry out the intent of contract Drawings and Project Manual and shall not relieve the CONTRACTOR from the responsibility for proper fitting and construction of the Work, nor from furnishing materials and Work required by the Contract, which may or may not be indicated on the Shop Drawings.

The CONTRACTOR shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Job References, Certifications, samples, etc. until such submittals have been reviewed by the ENGINEER.

H. Shop Drawings shall show in detail the size, sections and dimensions of all the members, the arrangement and construction of all connections and joints and other pertinent details; also, all holes, straps and other fittings required by other CONTRACTORS for attaching their work. When required, by the ENGINEER or by Standard Practice of the CONTRACTOR, engineering computations shall be submitted for the record. The CONTRACTOR shall be responsible to coordinate with other trades, collect all necessary data or information for preparation of shop Drawings and deliver approved copies of Shop Drawings to all others whose work is dependent thereon.

I. At all times, the CONTRACTOR shall maintain at the site of the project, a complete file of Shop Drawings and Manufacturers' Data of its own and all Subcontractors. All Shop Drawings and Manufacturers' Data shall be reviewed and by the CONTRACTOR.

J. Submittals shall be made within the times specified in the various Divisions, of the Project Manual. If time is not specified, they shall be made within a period which will cause no delay in the work. The CONTRACTOR shall allow twenty-one (21) calendar days on the project construction schedule for each item submitted for the review by the ENGINEER.

K. In the event the ENGINEER finds the submittal to be incomplete, it will be returned to the CONTRACTOR for required revised drawings. The CONTRACTOR will revise the drawings and resubmit as directed on original submittals. Any delay resulting from the need for resubmittals shall be the CONTRACTOR'S responsibility.

L. CONTRACTOR'S Coordination:

1. The ENGINEER will return and will not review unrelated submittals.

2. The CONTRACTOR may be required to provide drawings, setting diagrams and similar information necessary for proper coordination of Contracted Work. Such data shall remain between the CONTRACTOR and CONTRACTOR'S Subcontractor and will not be reviewed by the Consultant or ENGINEER unless specifically called for in the Contract Documents.

3. Consultant or ENGINEER will not review any required Structural Shop Drawings, Structural Calculations, etc., not prepared or signed by a State of California licensed ENGINEER

4. The ENGINEER will return and will not review any submittal requiring coordination with other submittals until such other submittals or required information are received by the ENGINEER.

M. CONTRACTOR shall conform to the provisions of the Contract Document and may be specifically directed by the ENGINEER.

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

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

N. Coordination and Submittals:

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

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

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

4. Verify that all such submittal items conform to the Project Manual requirements noted in the Technical Sections.

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

6. Where necessary, review the CITY'S comments, make changes and resubmit them to local governing agencies for approval. Upload the approved plans or drawings for review on e2020 and furnish copies of said drawings at the ENGINEER'S request.

O. CONTRACTOR shall affix to each submittal, the CONTRACTOR'S electronic signature certifying that required coordination has been performed and include on an attached label for processing and recording action taken, noting the following:

1. Name and address of the Subcontractor(s)

2. Name and address of the Supplier

3. Name and address of the Manufacturer

4. Reference to Specification Section Number and Title

5. Reference to Drawing Sheet Number and detail(s)

6. Priority Number and expected return date.

P. CONTRACTOR shall, verify on e2020 that the CONTRACTOR has met the following CITY requirements:

1. Conformance in all respect to the Contract Document requirements.

2. Has reviewed and coordinated all aspects of each submitted item relative to manufacturer's product data, Specifications, etc.

3. Has verified with site conditions and all dimensions.

4. That all questions and/or comments prepared by the ENGINEER have been reviewed and answered.

5. CONTRACTOR is not relieved from responsibilities for errors, omissions and any deviation in the required submittals as revealed resulting from the CITY'S or Consultant's review of such submittals.

6. In each Section of the Project Manual, all required lists of material, product or equipment; manufacturer's data; and etc., shall be appropriately grouped and submitted to the CITY for review as one submittal. Piece meal submittals will not be accepted. Any submittal with outstanding product data, manufacturer's specification or any required information shall be deemed to be incomplete and subject for rejection without any review. Subsequent submittal shall be considered as second submission.

7. It is considered reasonable that the CONTRACTOR shall make a complete and acceptable submittal to the ENGINEER or Consultant by the second submission of a submittal item. The CITY reserves the right to withhold money due to the CONTRACTOR to cover additional costs of the ENGINEER or Consultant's review beyond the second submittal. On the third submittal by CONTRACTOR, no additional Contract time shall be allowed.

Q. Comply with pertinent provisions of the GENERAL CONDITIONS and GENERAL REQUIREMENTS as applicable, but not limited, to the following:

1. Record Drawings, Record Project Manual, Record Product Data, Record Sample and Record Submittals.

2. Operation and Maintenance Manuals.

3. Manufacturer's Reference Data.

4. Qualification of CONTRACTOR.

5. Certification of Warranty and Guarantee.

6. Manufacturer's Recommended Installation Procedures.

7. Materials List of items proposed to be provided as specified in the Technical Sections of the Project Manual.

8. Samples, illustrating assembly details, workmanship, fabrication techniques, connections, color selection to be submitted as specified in the Technical Sections of the Project Manual.

9. Regarding Concrete Work, submit Portland Cement Mill Certificates, Concrete Mix and Curing Designs, Load Tickets and Product Data.

10. Regarding shop-Inspected fabricated items, submit Shop INSPECTOR Tag, copy of the billing of lading, delivery receipt for materials or equipment.

R. CONTRACTOR shall comply with all submittal requirements in the Contract Documents. For convenience, a checklist of submittals required in all the Technical Sections is included, but is not necessarily limited to the following:

SECTION OF PROJECT MANUAL	SUBMITTAL
03100 – CONCRETE FORMWORK	• **Shop Drawing]**
03300 – CAST-IN-PLACE-CONCRETE	• **Product Data** • **Samples** • **Laboratory Test Reports** • **Portland Cement Mill Certificates** • **Concrete Mix and Curing Design** • **Load Tickets** • **(ETC.)]**

S. CONTRACTOR shall submit requests for changes in products, materials, equipment and methods of construction required by the Contract Documents, and all submittals shall conform to the provisions of Section 01630 – SUBSTITUTIONS AND "OR EQUAL" SUBMITTAL of the GENERAL REQUIREMENTS of the Project Manual immediately after the issuance of Notice-To-Proceed.

1. All substitution requests shall be made by the CONTRACTOR and shall imply the CONTRACTOR'S approval of such substitutions. The Following Are Not Considered As Substitutions:

2. Substitutions requested by Bidders during the bidding period or prior to award of contract will not be considered or accepted.

3. Revisions to Contract Documents requested by the ENGINEER or the Consultant.

4. Specified options of products and construction methods included in Contract Documents.

5. The CONTRACTOR'S determination of and compliance with governing regulations and orders issued by governing authorities.

T. CONTRACTOR shall perform no portion of the Contracted Work requiring submittal and review of Shop Drawings, Product Data, Samples, etc. until such submittals have been reviewed by the Consultant or ENGINEER. All work not

shown on Shop Drawings or not conforming to Contract shall be removed without additional cost to the CITY.

U. CONTRACTOR shall be responsible for procurement and installation of equipment or material without deviation upon receipt of the reviewed submittal from the ENGINEER or Consultant bearing the designation of **[“”A” No Exception Taken”]**. Be responsible for the coordination with other trade, proper fitting and construction of the work, furnishing other material and work required which may not be indicated on the Contract Drawings or Submittals. All submittals shall be reviewed by the CITY for general design or compliance. CONTRACTOR will be responsible for deviation from the drawings or Project Manual, and for errors or omissions of any sort in the Submittals.

V. CONTRACTOR shall review and attend to all “Note Markings” and/or “Comments Attached” as noted by the ENGINEER or the Consultant on the Submittal. Make corrections or modifications to equipment or material as required.

W. CONTRACTOR shall omit any article disapproved or noted “Reject” by the ENGINEER, or any article not conforming to the contract, or not of proper quality or grade and provide suitable articles, in lieu thereof in conforming with the Contract.

X. CONTRACTOR shall resubmit all submittals with corrections as noted by the ENGINEER or the Consultant or as required in timely manner without delay or impact to the contract.

(END OF SECTION)

SECTION 01350
AUDIT AND ACCESS TO RECORDS

1.1 THE REQUIREMENT

A. The CONTRACTOR shall maintain books, records, estimates, communications, payroll documents and other evidence directly pertinent to performance of Work under this Contract in accordance with generally accepted accounting principles and practices consistently applied for a period of no less than four (4) years from the date of the Project acceptance by the Board of Public Works. The CONTRACTOR shall also maintain the financial information and data used by the CONTRACTOR in the preparation or support of any cost submissions required for this Contract, or any Modifications or claims, and a copy of the cost summary submitted to the CITY. The CITY authorized representatives shall have access at all times during normal business hours, to such books, records, documents and other evidence for the purpose of inspection, audit and copying. The CONTRACTOR will provide proper facilities for such access and inspection.

B. The CONTRACTOR agrees to make A through G of this Article applicable to this Contract and all Modifications or claims affecting the Contract price. The CONTRACTOR agrees to include A through G of this Article in all his contracts and all tier subcontracts in excess of $10,000, and to make A through G of this Article applicable to all Modifications and claims related to project performance.

C. Audits conducted under this Article shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agency.

D. The CONTRACTOR agrees to the disclosure of all information and reports resulting from access to records under A and B of this Article, to the CITY and affected agencies.

E. Records under A and B of this Article shall be maintained and made available during performance of Work under this Contract within the time period specified in A of the Article. In addition, those records which relate to any portion of this Contract, to any Modification, to any dispute, to litigation, to the settlement of claims arising out of such performance, or to costs or items to which an audit exception has been taken, shall be maintained and made available within the time period specified in A of the Article.

F. This right of access Article applies to financial records pertaining to this Contract and all Contract Modifications. In addition, this right of access applies to all records pertaining to all contracts, contract modifications, and contract amendments:

1. To the extent the records pertain directly to Contract performance;

2. If there is any indication that fraud, gross abuse or corrupt practices may be involved; or

3. If the Contract is terminated for default or for convenience.

G. Access to records is not limited to the required retention periods. The authorized representatives designated in A of this Article shall have access to records at any reasonable time for as long as the records are maintained.

H. Provided that CITY has made demand for access or audit, pursuant to this Section, CONTRACTOR'S compliance with provisions A through G of this Section shall be a condition precedent to maintenance of any legal action or proceeding by the CONTRACTOR against the CITY and to CONTRACTOR'S right to Progress or Final Payment. Without limitation to the foregoing, or to any other provisions for withholding set forth in the Contract Documents, CITY shall have the right, in its sole discretion and in addition to any right of withholding of retention, to further withhold from any payment to CONTRACTOR a sum of up to ten percent (10%) of the total amount set forth in CONTRACTOR'S current, unpaid Application(s) for Payment, until CONTRACTOR has complied with any outstanding and unsatisfied request by CITY for audits under this Section. Upon CONTRACTOR'S compliance with this Section, any monies withheld pursuant to this Paragraph solely due to CONTRACTOR'S failure to permit an audit requested by CITY shall be released to CONTRACTOR.

I. CONTRACTOR hereby consents and agrees that any failure by CONTRACTOR to provide access to records as provided in A through G of this Section shall be specifically enforceable by issuance of a preliminary and/or permanent mandatory injunction by a court of competent jurisdiction based on affidavits submitted to such court, without the necessity of oral testimony, to compel CONTRACTOR to permit access and inspection of the records or to require delivery of the records to CITY for inspection.

(END OF SECTION)

SECTION 01353
OPPORTUNITY TO PARTNER

1.1 THE REQUIREMENT

A. The successful bidder will have the opportunity to enter into a cooperative partnership agreement with the CITY for the contract. Participation in Partnering is highly encouraged. Partnering will create a framework for conflict resolution, improved communications, reduced litigation, and cost containment. During the partnering session, all parties will participate in developing an Issue Resolution Ladder, which will help establish and communicate the chain of command in each organization (See Attachment 01353–A1). Each level of the organization is expected to work cooperatively to resolve issues. However, if issues cannot be resolved in a timely manner or are beyond the authority granted that level, each party understands that the issue must be elevated to the next level. The partnering session is informal and will be held at a mutually agreed upon time and place.

B. The objective of this Partnering agreement would be effective completion of the Work on time and to achieve a standard of quality that would be a source of pride to both the CITY and the CONTRACTOR. Partnering is intended only to establish an environment of cooperation between the parties and will not affect the terms of this contract.

(END OF SECTION)

(SEE ATTACHMENT)

ATTACHMENT TO SECTION 01353

Attachments to General Requirements Section 01353 consists of one (1) document, as follows:

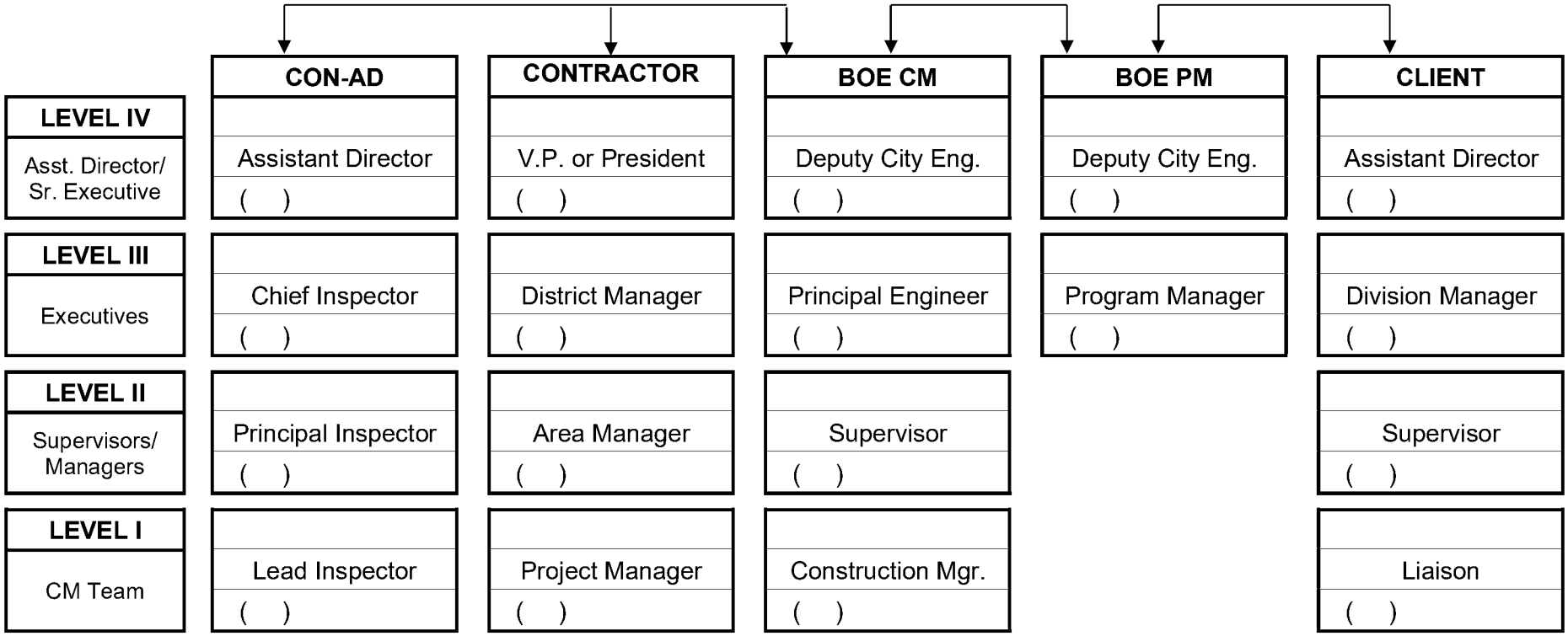
ATTACHMENT NUMBER	TITLE OF ATTACHMENT	NUMBER OF PAGES IN THIS ATTACHMENT
01353-A1	Issue Resolution Ladder – Line Management Form	1

City of Los Angeles, Department of Public Works
Bureaus of Engineering and Contract Administration

Contractor: **{name}**

Project Title: **{title}**

Issue Resolution Ladder – Line Management



SECTION 01410
REGULATORY REQUIREMENTS

PART ONE - GENERAL

1.1 SUMMARY OF WORK

A. Building Codes and Regulations:

1. The CONTRACTOR shall perform the Contracted Work in accordance with the requirements of the **the latest edition of the** Los Angeles City Building Codes and Amendments and all other regulations, laws, and ordinances, even though such requirements are not specifically mentioned in the Project Manual or shown on the Contract Drawings.

2. When the Work required by the Drawings and Project Manual are in conflict with any such law or ordinance, the CONTRACTOR shall notify the ENGINEER. The CONTRACTOR shall comply with the more stringent requirements, unless notified by the ENGINEER and the CONTRACTOR shall not proceed with the Work until the ENGINEER has so ordered.

3. This Section specifies procedural and administrative requirements for compliance with governing regulations, codes, and standards imposed upon the Contracted Work. These requirements include obtaining permits, licenses, inspections, releases, and similar documentation, as well as payments, statements, and similar requirements associated with the regulations, codes, and standards.

B. Related Documents:

1. Contract Documents: Work of this Section shall comply with all the Contract Documents, including General Conditions and Supplementary Conditions and other Sections, DIVISION 1 - GENERAL REQUIREMENTS.

1.2 CODES AND REGULATIONS

A. The design and construction of this Project have been selected and depicted on the Contract Documents in compliance with all applicable codes, which govern the various work, materials, devices, equipment, systems, and procedures in effect at the time the Project is issued to bid by the Board of Public Works the permits for the Projects are issued by the governing agencies. These include, but are not limited to, the following:

1. CITY of Los Angeles Building Code and Amendments, latest edition.
2. Los Angeles CITY "Standard Specifications for Public Works Construction", (The Green Book).
3. CAC Title 24.
4. California Building Code (CBC).
5. CAL/OSHA (Occupational and Safety Code).
6. California State Architectural Barrier's Law (CAL/ABL).

7. California State Fire Marshall requirements.
8. California Electrical, Plumbing and Mechanical Codes.
9. Los Angeles CITY Fire Code.
10. State Energy Standards Title 24.
11. Americans with Disabilities Act (ADA).
12. Los Angeles CITY Electrical, Plumbing and Mechanical Codes and Amendments, latest editions.
13. Los Angeles CITY Elevator Code, C.A.C. 3041 and Barclay's California Code of Regulation (Sub-article E620)
14. Los Angeles CITY Municipal Code, latest edition.
15. Uniform Building Code (UBC).
16. All other Codes and Regulations that may be noted in the Technical Sections of the Project Manual.

B. The procedure followed by the ENGINEER has been to contact governing authorities, where necessary, to obtain information needed for the purpose of preparing Contract Documents, recognizing that such information may or may not be of significance in relation to the CONTRACTOR'S responsibilities for performing the Work. Direct contact, by the CONTRACTOR, with such governing authorities can be made for necessary information and decisions that have a bearing on the performance of the Work, if necessary.

C. CONTRACTOR shall be familiar with all codes, regulations and all necessary procedures to obtain and pay for all permits, arrange all inspections, and secure necessary releases or sign-offs, which are prerequisite to any utility service connection work.

D. When conflict or violation of law or codes are found during any inspection by the governing agencies, the CONTRACTOR shall request such allegation of code conflict or violation, or Request of Correction to be on a written form from the governing agencies. The CONTRACTOR shall furnish the ENGINEER and the INSPECTOR each a duplicate copy of such written notice for review.

PART TWO - PRODUCTS (NOT APPLICABLE)

PART THREE - EXECUTION

3.1 PERMIT INFORMATION

A. CONTRACTOR shall contact the ENGINEER to obtain the proper CITY (owner) information to be used in the manifest or notification prior to start of any abatement work.

B. All information used by the CONTRACTOR including the CITY'S (Owner's) and CITY authorized representative's names, addresses and telephone numbers shall be consistent with the information shown on the building permit and plan-check applications obtained by the CITY.

(END OF SECTION)

SECTION 01420
UNITS OF MEASURE

1.1 THE REQUIREMENT

A. General

1. The International System of Units, also referred to as SI or the metric system, is the principal measurement system in these specifications and shall be used for construction, unless otherwise stated in the Contract documents. U.S. Standard Measures, also called U.S. Customary System, are included in parenthesis. SI units and U.S. Standard Measures in parenthesis may or may not be exactly equivalent. If U.S. Standard Measures are specified for use in the contract documents, then all values used for construction shall be U.S. Standard Measures shown in parenthesis. However, certain material specifications and test requirements contained herein use SI units specifically and conversions to U.S. Standard Measure have not been included in these circumstances. When U.S. Standard Measures are not included in parenthesis, then the SI units shall control.

2. Reference is also made to ASTM E 380 for definitions of various units of the SI system and a more extensive set of conversion factors.

B. Units of Measure and Their Abbreviations (abbreviations noted within parentheses):

U.S. Customary Unit (Abbreviations)	Equal to	SI Unit (Abbreviations)
1 mil (= 0.001 in)	=	25.4 micrometer (µm)
1 inch (in)	=	25.4 millimeter (mm)
1 inch (in)	=	2.54 centimeter (cm)
1 foot (ft)	=	0.3048 meter (m)
1 yard (yd)	=	0.9144 meter (m)
1 mile (mi)	=	1.6093 kilometer (km)
1 square foot (ft^2)	=	0.0929 square meter (m^2)
1 square yard (yd^2)	=	0.8361 square meter (m^2)
1 cubic foot (ft^3)	=	0.0283 cubic meter (m^3)
1 cubic yard (yd^3)	=	0.7646 cubic meter (m^3)
1 acre	=	0.4047 hectare (ha)
1 U.S. gallon (gal)	=	3.7854 Liter (L)
1 fluid ounce (fl. oz.)	=	29.5735 milliliter (mL)
1 pound mass (lb) (avoirdupois)	=	0.4536 kilogram (kg)
1 ounce mass (oz)	=	0.0283495 kilogram (kg)
1 Ton (= 2,000 lb avoirdupois)	=	0.9072 Tonne (= 1,000 kg)
1 Poise	=	0.1 pascal · second (Pa · s)
1 centistoke (cs)	=	1 square millimeters per second (mm^2/s)
1 pound force (lbf)	=	4.4482 Newton (N)
1 pound per square inch (psi)	=	6.8948 Kilopascal (kPa)
1 pound force per foot (lbf/ft)	=	1.4594 Newton per meter (N/m)
1 foot-pound force (ft-lbf)	=	1.3558 Joules (J)
1 foot-pound force per second ([ft-lbf]/s)	=	1.3558 Watt (W)

1 part per million (ppm)	=	1 milligram/liter (mg/L)

C. Temperature Units and Their Abbreviations (abbreviations noted within parentheses):

Degree Fahrenheit (Abbreviation: °F)	**Degree Celsius (Abbreviation: °C)**
°F = (1.8 x °C) + 32	°C = (°F – 32)/1.8

D. SI Units Commonly Used in Both Systems and their Abbreviations (abbreviations noted within parentheses):

1 Ampere (A)
1 Volt (V)
1 Candela (cd)
1 Lumen (lm)
1 second (s)

E. Common Metric Prefixes and Their Abbreviations (abbreviations noted within parentheses):

kilo (k)	10^{3}
centi (c)	10^{-2}
milli (m)	10^{-3}
micro (μ)	10^{-6}
nano (n)	10^{-9}
pico (p)	10^{-12}

(END OF SECTION)

SECTION 01451
APPROVAL OF ELECTRICAL EQUIPMENT

1.1 THE REQUIREMENT

A. All electrical equipment, control panels and cabinets, components, devices, etc. shall be listed by the Underwriters Laboratories (UL) or approved by a testing laboratory recognized by the CITY or approved by the CITY'S Department of Building and Safety Electrical Testing Lab (ETL). All costs incurred for obtaining these approvals shall be borne by the CONTRACTOR.

B. The CONTRACTOR shall contact the ETL (Telephone 213-485-2376) for cost, schedule, list of the latest approved recognized laboratories and other additional information.

C. Shop Drawings submitted by the CONTRACTOR for all electrical equipment and products shall have prior approval of one of the laboratories stated above, or the drawings will be rejected. No electrical equipment or materials shall be delivered to the Jobsite without UL listing, or a CITY recognized laboratory approval, or ETL approval. Shop Drawings approved by the ENGINEER shall in no way invalidate the requirements set forth in paragraph A.

D. UL listing of individual components or devices installed in control panels and cabinets shall not be construed as UL listing or approval of the assembled control panel or cabinet. The CONTRACTOR shall be solely responsible for determining the approval process time necessary for obtaining the approval of these items such that the project schedule can be maintained. The CONTRACTOR shall submit to the ENGINEER for information a detailed schedule, listing all such items requiring approval, the proposed dates of their submittal, the anticipated approval process time, and the expected date of delivery of these items.

E. The CONTRACTOR shall complete the Procedures and Sign Off Log for all Electrical Intertie with the Plant Form **[Attachment 01451-A]**. It shall include all the supporting documents required by the form and shall be signed and dated.

(END OF SECTION)

(SEE ATTACHMENT)

ATTACHMENTS TO SECTION 01451

Attachments to General Requirements Section 01451 consists of two (2) document, as follows:

ATTACHMENT NUMBER	TITLE OF ATTACHMENT	NUMBER OF PAGES IN THIS ATTACHMENT
01451-A1	Procedures and Sign Off Log for Electrical Intertie with the Plant	3
01451-A2	Electrical Summary Data Form	1

PROCEDURES AND SIGN OFF LOG
FOR ELECTRICAL INTERTIE WITH THE PLANT

PROJECT TITLE:_____

CMS PROJECT ENGINEER:_____

PLANT LIASON:_____

ELECTRICAL ENGINEER:_____

ELECTRICAL CONTRACTOR:_____

POWER SOURCE:_____ VOLTS:_____ PHASE:_____

ACTIVITY		SIGN OFF AND DATE				REMARKS
		CM Office	CON. AD	CONTRACTOR	PLANT	
1	Plant to verify receiving the O&M, training and spare parts list.					
2	Coordinate with DWP, if needed.					
3	Attach most recent single line diagram for the facility under test.					
4	Attach As Built or most recent relay settings.					
5	Verify the coordination study includes the current settings for the existing protective devices.					
6	Set and calibrate all protective devices as per approved coordination study.					
7	Satisfactory functional test all tripping interlocking of breakers as per control schematics. Attach lists of all tested breakers.					
8	Satisfactory HI-POT test of all cables 5KV and above as per latest version of IEEE Std. 400 and other standards listed per Specs. Attach test					

ACTIVITY		SIGN OFF AND DATE				REMARKS
		CM Office	CON. AD	CONTRACTOR	PLANT	
	reports.					
9	Satisfactory megger test all 600 V rated wires, attach test reports.					
10	Identify all cables and wires terminations as per Specifications.					
11	Set, calibrate and test pilot wire relays.					
12	Set, test and calibrate all Main and Feeder Breakers as per coordination studies or recommended values.					
13	Obtain B&S sign off.					
14	Obtain ConAd sign off.					

Plant Approval By:_____ **Date:**_____

ELECTRICAL SUMMARY
DATA FORM

EQUIPMENT ITEM: _____

EQUIPMENT COST: _____

EQUIPMENT SUPPLIER: _____

COMPONENT INFORMATION: NAMEPLATE DATE **MANUFACTURER:**	
CITY IDENTIFICAITON NUMBER:	**EQUIPMENT SERIAL NUMBER:**
EQUIPMENT MODEL DESIGNAITON:	**TYPE:**
FRAME SIZE:	**INTERRUPTING RATINGS:**
POWER (KV/KVA):	**PRIMARY VOLTAGE:**
SECONDARY VOLTAGE:	**AMPERAGE:**
PHASE: **HERTZ:**	**INPUT:**
OUTPUT:	**DEGREES C RISE:**
PERCENT IMPEDANCE:	**FUSE SIZE/QUALITIES:**
PHASE: **HERTZ:**	**SERVICE FACTOR**
COMMENTS:	

SECTION 01452
INSPECTION OF THE WORK

1.1 THE REQUIREMENT

A. Whenever the CONTRACTOR intends to carry on the Work of this Contract on a Saturday, Sunday, or holiday, or more than eight (8) hours a day on Monday through Friday, or any variation in the time of the workday as set forth in the GENERAL CONDITIONS, length of the workday and work week, notification shall be given to the INSPECTOR and the ENGINEER of such intention at least forty-eight (48) hours in advance so that inspection may be arranged. No Work shall be allowed during these times without the approval of the INSPECTOR and no demolition will be permitted on Saturdays, Sundays, or holidays without the prior approval of the Board. All CITY inspection required by the CONTRACTOR on holidays, weekends and overtime for the sole convenience of the CONTRACTOR shall be accomplished at the sole expense of the CONTRACTOR by issuance of a deductive Change Order.

B. The Work shall be conducted under the general observation of the ENGINEER and shall be subject to inspection by the INSPECTOR to ensure compliance with the requirements of the Contract Documents. Such inspection may include mill, plant, shop or field inspection, as required. The INSPECTOR shall be permitted access to all parts of the Work, including plants where materials or equipment are manufactured or fabricated. All materials and articles furnished by the CONTRACTOR shall be subject to inspection and no materials or articles shall be used in the Work until they have been inspected and accepted by the INSPECTOR.

C. No Work shall be backfilled, buried, cast in concrete, hidden or otherwise covered until it has been inspected by the INSPECTOR, and other Agencies for which a permit is required. Whenever the CONTRACTOR is ready to backfill, bury, cast in concrete, hide, or otherwise cover any Work under the Contract, the CONTRACTOR shall notify the INSPECTOR not less than forty-eight (48) hours in advance to request inspection before beginning any such Work of covering. Failure of the CONTRACTOR to notify the INSPECTOR at least forty-eight (48) hours in advance of any such inspections shall be cause for the INSPECTOR to require a sufficient delay in the progress of Work to allow time for such inspections and any remedial or corrective work required, and all costs of such delays, including its effect upon other portions of the work, shall be borne by the CONTRACTOR. Any Work so covered in the absence of inspection shall be subject to uncovering at the sole expense of the CONTRACTOR. Where uninspected Work cannot be uncovered, such as in concrete cast over reinforcing steel, all such Work shall be subject to demolition, removal, and reconstruction under proper inspection, and no additional payment will be allowed therefor.

D. The presence of the ENGINEER or the INSPECTOR shall not relieve the CONTRACTOR of the responsibility for the proper execution of the Work in accordance with all requirements of the Contract Documents. Compliance is a duty of the CONTRACTOR, and said duty shall not be avoided by any act or omission on the part of the ENGINEER or the INSPECTOR. If the CONTRACTOR fails to replace any defective or damaged Work or material after reasonable notice, the ENGINEER may withhold progress payment for the Work or material, reserve the right to notify the CONTRACTOR'S Bond and Insurance

Companies, and/or may cause such Work or materials to be replaced. The replacement shall be deducted from the amount to be paid to the CONTRACTOR, otherwise the CONTRACTOR shall pay the CITY if there remains insufficient or no amount to be paid by the CITY to the CONTRACTOR.

E. The INSPECTOR shall have the right, at all times and places, to reject any articles or materials to be furnished hereunder which, in any respect, fail to meet the requirements of these specifications, regardless of whether the defect in such articles or materials are detected at the point of manufacture or after completion of the Work at the site. If the ENGINEER or the INSPECTOR, through an oversight or otherwise, has not rejected materials or work which is defective or which is contrary to the specifications, such material, no matter in what stage or condition of manufacture, delivery, or erection, may be rejected by the INSPECTOR upon discovery. The CONTRACTOR shall promptly remove rejected articles or materials from the site of the Work after notification of rejection. All costs of removal and replacement of rejected articles or materials as specified herein shall be borne by the CONTRACTOR.

F. At the completion of Work, after completion of all corrections, a final inspection will be made by the INSPECTOR, the ENGINEER, and the CONTRACTOR, as applicable. The INSPECTOR will provide a Final Inspection Correction List itemizing all work necessary to complete the Project satisfactorily.

G. When the correction work is found to be in compliance with the Contract Documents, the construction Work will be considered complete and the Contract time will stop. The CONTRACTOR shall proceed with the maintenance work if required by the Contract. If the correction work is found to be non-compliant with the Contract Documents, the Contract time shall be continued to be assessed until the correction is satisfactorily made and accepted by the CITY.

(END OF SECTION)

SECTION 01453
SAMPLING, TESTING AND FABRICATION INSPECTION

1.1 THE REQUIREMENT

A. General

1. All materials and fabricated articles furnished by the CONTRACTOR shall be subject to inspection and testing and no materials or fabricated articles shall be incorporated into the Work until they have been inspected and accepted by the INSPECTOR. The CONTRACTOR shall ensure that all items requiring shop inspection are inspected at their source by the INSPECTOR or by an independent inspection or testing laboratory (IITL) that has been approved by the INSPECTOR.

2. Fabrication shall be subject to inspection by the INSPECTOR, to ensure strict compliance with the requirements of the Contract Documents. Such inspection shall include mill, plant, shop or field inspection, as required. The INSPECTOR shall be permitted access to all parts of the Work, including plants where materials or equipment are manufactured or fabricated. When a third party INSPECTOR is approved, monthly meetings may be scheduled with the INSPECTOR at the manufacturing facility to review the progress of the Work and the inspection activities. The INSPECTOR will determine the number of trips based on the manufacturing schedule for the material or fabricated article(s). The CONTRACTOR shall include in the Bid all costs associated with these inspections, except for the costs for CITY personnel as set forth herein which shall be reimbursed under the Bid Item ALLOWANCE FOR CITY INSPECTION, if provided in the SCHEDULE OF WORK AND PRICES.

3. All fabricated items shall be fabricated from Shop Drawings, which have been submitted to the ENGINEER and approved in accordance with SUBMITTALS of the GENERAL REQUIREMENTS. Shop inspection shall be provided on all materials and/or equipment so designated on the CONTRACTOR'S approved Shop Drawings or Contract Documents. The CONTRACTOR shall provide approved Shop Drawings and the corresponding Contract Specification to the INSPECTOR or IITL for use in the inspection and testing of the items to be fabricated.

4. Any item requiring inspection that is delivered to the job site without having been inspected and approved by the Bureau of Contract Administration or an approved third party inspection agency will be rejected by the Project Inspector. The BCA Materials Control Group will not perform any inspection at the job site. It is the Prime CONTRACTOR'S responsibility to ensure that all items requiring shop inspection are inspected at their source by the BCA Materials Control Group, or by an inspection or testing laboratory that has been approved by the BCA Materials Control Group. The City shall be held harmless for any delays resulting from the CONTRACTOR'S or fabricator's failure to obtain the required inspections.

5. Prior to any fabrication, there shall be a Prefabrication Meeting either at the fabricator's location or via telephonic conference. A representative of the CITY and the IITL, if retained, the Prime CONTRACTOR, the

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

6. If a Bid Item ALLOWANCE FOR CITY INSPECTION has been included in the SCHEDULE OF WORK AND PRICES in the Bid Proposal, this allowance shall only be used to reimburse the CONTRACTOR for the cost of CITY inspection and travel requirements, as set forth herein, and shall not be used for any portion of the costs of the CONTRACTOR'S independent third party INSPECTOR or inspection laboratory. Reimbursement of approved expenses shall be made on the basis of original invoices and are not subject to markup for overhead and profit. If at the end of the Project, the total costs differ from the amount set forth in the SCHEDULE OF WORK AND PRICES, the Contract Price shall be adjusted by a Change Order for the difference between the total actual costs and the amount included in the Bid, as an additional amount due the CONTRACTOR or a credit to the CITY, as appropriate.

7. The CONTRACTOR shall coordinate all sampling, testing and fabrication inspections with the INSPECTOR and is responsible for maintaining the inspection schedules. Subject to the terms contained herein, costs for CITY personnel travel will be paid from the Bid item ALLOWANCE FOR CITY INSPECTION. In the event that the scheduled inspection is postponed or delayed by the CONTRACTOR, through no fault of the CITY, and CITY personnel are required to extend their travel duration resulting in additional travel costs, these increased costs, including per diem travel allowances, shall be borne by the CONTRACTOR and are not eligible for payment from the Bid item ALLOWANCE FOR CITY INSPECTION.

8. In addition to the approval of the Bureau of Contract Administration, approval may be required from the Department of Building and Safety, Materials Control Section, for certification of both the manufacturer of structural items/materials and/or the testing laboratory/inspection company. For certification information, contact:

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

B. Samples And Test Specimens

1. Samples and test specimens required under these Specifications shall be furnished, prepared for testing, and delivered, at no cost to the CITY, in ample time for the completion of the necessary tests and analysis before said article or materials are to be used. The time and location of the delivery shall be designated by the INSPECTOR.

2. In addition to any other inspection or quality assurance provisions that may be specified, the ENGINEER or the INSPECTOR shall have the right to independently select, test, and analyze, at the expense of the CITY, additional test specimens of any or all of the materials to be used. Whenever any portion of the Work fails to meet the requirements of the Specifications, as shown by the results of independent testing or investigation, all costs of such independent inspection and investigation, and all costs of removal, correction, and reconstruction or repair of any such Work, shall be borne solely by the CONTRACTOR.

3. The INSPECTOR may allow the manufacturer, fabricator, supplier, or Subcontractor to provide the results of tests from samples taken at the mill, factory, or warehouse. The INSPECTOR will accept the test reports provided that the following conditions are met:

   a. The Testing Agency was approved by the INSPECTOR prior to performing the tests, and that all necessary certifications were valid at the time the tests were performed.

   b. The tests were performed in conformity with the Specifications for the specified materials or items.

   c. The reports are made in the form of an affidavit specified hereinafter.

4. Whenever the approved independent testing laboratory or INSPECTOR takes samples of materials other than at the site, the deliveries to the site of materials represented by such samples shall be identified as specified for the specific material. The results of such tests shall be reported to the INSPECTOR in the form of affidavits attested to by the testing agency. Such affidavits shall furnish the following information with respect to the material sampled:

   a. Manufacturer's name and brand.

   b. Place of sampling.

   c. Sufficient information to identify the lot, group, bin, or silo from which the samples were taken.

   d. Amount of material in the lot sampled.

   e. Statement that the material has passed the requirements.

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

C. Shop Inspection And Testing

1. Shop Inspection and/or Material Sampling and Testing are the sole jurisdiction and responsibility of the Inspector of Public Works through the Bureau of Contract Administration's Materials Control Group. Shop Inspection and/or Material Sampling and Testing cannot be approved, waived, or otherwise altered by any other City Department, Bureau, Division, or individual. Shop Inspection required by this section is in addition to any inspections required by applicable building codes.

2. The CONTRACTOR is responsible for coordinating shop inspection with the INSPECTOR. The CONTRACTOR is to estimate the time required for Shop testing of the fabricated article(s) or equipment, and so inform the INSPECTOR. The Contractor is responsible for contacting the Bureau of Contract Administration, Materials Control Group, regarding scheduling for all Shop Inspection and/or Material Sampling and Testing. Please contact the Materials Control Supervisor at (213) 847-2442.

3. A final inspection by the INSPECTOR may be required prior to shipment. No fabricator or CONTRACTOR shall deliver fabricated materials to the project site without the approval of the BCA Materials Control Group.

4. Where the CONTRACTOR is specifically required by the Technical Specifications to demonstrate performance of major equipment prior to delivery, a testing procedure must be developed by the manufacturer and approved by the ENGINEER prior to scheduling the shop performance testing. Both the INSPECTOR and the ENGINEER are required to witness the performance testing. The ENGINEER will evaluate performance-testing data and notify the INSPECTOR whether the equipment meets the performance requirements of the Contract. The INSPECTOR will be responsible for releasing the equipment for delivery to the Jobsite. This procedure will also apply to field performance testing required as a condition precedent to acceptance of the equipment as described under the PARTIAL ACCEPTANCE and FINAL ACCEPTANCE provision of the Contract.

5. Inspection at Locations Within Thirty (30) Miles from CITY

a. When the CONTRACTOR intends to purchase materials, fabricated products, or manufactured equipment from sources located within thirty (30) miles (48 km) of the geographical limits of the CITY, the CONTRACTOR shall notify the INSPECTOR at least 24 hours prior to the scheduled date of tests at all stages of manufacture to allow for arrangements specified herein.

b. Except as otherwise provided in these Specifications, performance of the required sampling and tests will be under the direction of the INSPECTOR, from samples provided by the CONTRACTOR, and the cost of performing the test(s) will be borne by the CITY, except for the costs of any retests which

show unsatisfactory results which shall be borne by the CONTRACTOR.

6. Inspection at Locations More Than Thirty (30) Miles From the CITY

   a. When the CONTRACTOR intends to purchase materials, fabricated products, or equipment from sources located more than thirty (30) miles (48 km) outside the geographical limits of the CITY, an IITL approved by the INSPECTOR, shall be engaged by the CONTRACTOR, at the CONTRACTOR'S sole expense, to inspect the materials, equipment and/or process, unless the City elects to perform the inspection with BCA Materials Control Personnel,. Approval of the IITL shall be obtained from the BCA Materials Control Group before producing any material or equipment. The IITL shall judge the materials and fabricated articles by the requirements of the Plans and Specifications and approved submittals. The IITL shall be accountable to the BCA Materials Control Group and shall provide written records of all inspections performed to the Group in a format approved by that Group. No equipment or material shall be shipped nor shall any processing, fabrication and/or treatment of such equipment or materials be done without the required inspection and approval by IITL. Approval by IITL shall not relieve the CONTRACTOR of its responsibility to comply with the Contract requirements. The City retains the right to perform inspection or testing at any remote site with City personnel. If the City exercises this right, the contractor will be required to pay for all costs associated with this inspection and testing, except the Inspectors' wages, unless reimbursement is provided under the bid item ALLOWANCE FOR CITY INSPECTION as listed in the SCHEDULE OF WORK AND PRICES.

   b. The CITY retains the right to perform inspection or testing at such remote sites with CITY personnel in lieu of a third party inspector. In the event the CITY exercises this right, the CONTRACTOR shall administer travel arrangements as specified herein Paragraph C.10, CITY PERSONNEL TRAVEL REQUIREMENTS.

7. Inspection Outside Continental United States

   a. Requirements and procedures for inspection and testing of materials, fabrication of products and equipment from sources outside the continental United States shall be the same (including the requirement for an accredited inspection agency and/or testing laboratory pre-qualified by the CITY Department of Building and Safety and approved by the INSPECTOR) as provided in the Paragraph C.7 SHOP INSPECTION & TESTING of this Section. In addition to the requirements of Paragraph C.10, City Personnel Travel Requirements, of this Section, the CONTRACTOR shall provide the following, the cost of which shall be reimbursed out of the ALLOWANCE FOR CITY INSPECTION item, if provided in the SCHEDULE OF WORK AND PRICES.

(1) A minimum of five (5) calendar days hotel accommodation shall be required for each shop inspection visit made by the INSPECTOR.

(2) A minimum advance notice of ten (10) working days shall be required for all hold points (mandatory) inspection.

(3) The approximate rates for allowances given as a guideline in Paragraph C.10, City Personnel Travel Requirements, of this Section, shall be adjusted to match the rates in the foreign locality for similar types of facilities and amenities.

8. Third Party Inspection Requirements

a. The proposed third party inspection and/or testing company must gain approval by the INSPECTOR after award. This approval shall be obtained before producing any material or manufacturing any product or equipment. The approved inspection and/or testing agency shall not sublet or assign its work to any other agency.

b. The approved third party inspection and/or testing agency shall take direction from, and be responsible to, the INSPECTOR.

c. The CONTRACTOR shall also comply with requirements regarding the Prefabrication Meeting as contained herein.

d. The Work and activities of the third party inspection and/or testing agency shall be monitored by the INSPECTOR during monthly meetings to ensure compliance with the Contract Documents.

9. Third Party Testing and Inspection Laboratory Approval Procedures

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

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

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

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

PROJECT DATA

(1) Complete title of the project.

(2) The project work order number.

(3) The approved submittal number(s) and a brief description of the item(s) to be inspected tested with their Specification Division and Section number.

PROPOSED INSPECTION

(1) Names of two (2) proposed testing laboratories or inspection companies.

(2) Addresses and telephone numbers of the proposed test labs/inspection companies.

(3) Contact person at the proposed test labs/ inspection companies.

(4) Description and history of the proposed test laboratories/inspection companies.

(5) Resumes of at least two (2) or more inspectors (primary and alternate) who will perform the physical inspections.

(6) Samples of all inspection reporting documents utilized by the provider and a written description of the reporting methodology.

FABRICATOR DATA

(1) Company name, address, and telephone number of the actual production site for each fabricator.

(2) Contact person at each fabricator.

(3) Fabrication schedule.

c. The INSPECTOR will notify the CONTRACTOR by letter if the testing laboratory/inspection agency has been approved.

d. The Materials Control Group may order modifications of the inspection reporting procedure utilized by the provider prior to approval.

10. CITY Personnel Travel Requirements

a. The CONTRACTOR shall administer the travel and furnish the following services for CITY personnel who are attending Prefabrication Meetings and performing inspection services.

(1) Purchase airline tickets (Coach Class only).

(2) Make hotel reservations and prepay for the planned number of nights. (Three Star or American Automobile Association (AAA) Three Star approved.)

(3) Make rental car reservations and prepay for the planned number of days if the manufacturer's or fabricator's facility is greater than one (1) mile from the departing and arrival airport or hotel.

(4) The estimated per diem travel allowance will be at least fifty U.S. dollars ($50.00) per day for meals, en route expenses, and other miscellaneous expenses. CITY personnel will submit an expense statement to the CITY for approval of actual expenses incurred.

(5) For CITY paid advances, the CONTRACTOR shall reimburse the CITY for these actual expenses by deductive Change Order to be deducted from the Bid item, ALLOWANCE FOR CITY INSPECTION.

(6) When requested by the ENGINEER or the INSPECTOR, the CONTRACTOR shall provide an advance check, for the estimated costs of all travel allowance costs, to the ENGINEER or the INSPECTOR, no later than forty-eight (48) hours prior to the departure time. Failure to provide all accommodations described herein in such a manner to adequately facilitate the travel activity will cause the inspection visit to be canceled, and any costs or delays owing to such rescheduling shall be born by the contractor.

b. As the basis for cost reimbursement under SCHEDULE OF WORK AND PRICES of the Bid Proposal, the CONTRACTOR shall submit receipts or invoices for payment to the ENGINEER with a cover letter referencing the following:

(1) INSPECTOR'S or ENGINEER'S name.

(2) Project title.

(3) Project Work Order Number.

(4) CONTRACTOR'S:

(a) Name

(b) Address
(c) Telephone Number.

(d) CONTRACTOR'S contact person and telephone number(s)

(5) Reference Technical Specification and submittal number.

(6) Purpose of inspection.

(7) Address and location of inspection:

(8) Country

(9) State

(10) City.

(11) Date(s) of inspection.

(12) Description of items enclosed as set forth herein

11. Shop Inspected Equipment/Materials:

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

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

Bearing Pads	05120	YES	Yellow Tag	G.N.31
Bolting	05120	YES	Inspector Witness - Yellow Tag	G.N.2
Bitumen	07160	YES	Insp. Witness & meas. thickness	G.N.18
Boilers	11915	YES	Yellow Tag	G.N.7
Castings	05530	YES	Stamped **"L.A. City Approved"**	G.N.4
Coatings	Div. 9/05530	YES	Insp. Witness & meas. thickness	G.N.18
Cabinets – Wood	06200/06400	NO		G.N.17
Compressors	11870/11875/11880	YES	Yellow Tag	G.N.20
Crane Systems	14320/14600/14630	YES	Yellow Tag	G.N.19
Conveyors	14605	YES	Yellow Tag	G.N.19
Concrete	03300	YES	Batch Plant Insp. Report # 1101	G.N.8
Concrete-Fiberglass Reinf.	03400	YES	Batch Plant Insp. Report # 1101	G.N.12
Concrete – mix Designs	03300	YES	Batch Plant Insp. Report # 1101	G.N.8
Concrete – Precast	03400	YES	Stamped **"LA City Approved"**	G.N.9
Concrete – Prestressed	02465/03400	YES	Yellow Tag or Stamped	G.N.9
Concrete Vaults	02585	YES	Stamped "**LA City Approved**"	G.N.11
Catch Basins	02545	YES	Yellow tag for bulb Angle & Grating	G.N.11
Chain Link Fabric	02821	YES	Yellow Tag	G.N.18
Doors – Metal	08110	YES	Yellow Tag	G.N.6
Door Frames - Metal	08110	YES	Yellow Tag	G.N.6
Ductwork – Fiberglass	13390/15170	YES	Yellow Tag	G.N.27
Ductwork – Flexible	15170	NO		G.N.27
Ductwork – Metal	15210	NO		G.N.27
Ductwork – Stainless steel	15210	YES	Yellow Tag	G.N.27
Electrical - Controls	17400/17410	YES		G.N.24
Electrical Motors	16490	YES	Yellow Tag	G.N.20
Electrical Panels	16330	YES	Yellow Tag	G.N.22
Electrical Switchgear	16240	YES	Yellow Tag	G.N.22
Electrical Testing	16030	YES	Inspector Witness	G.N.25
Electrical Transformers	16230/16320	YES	Yellow Tag	G.N.22

TABLE *Continued*

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

TABLE *Continued*

Equipment/ Materials	Spec. Sect.	Insp. Req'd	Product Identification	See Notes
Pressure Vessels	Div. 13	YES	Yellow Tag	G.N.7
Painting (Coating Systems)	09900/ 09905	YES	Yellow Tag	G.N.18
Pilings	02465/ 02460/ 02470	YES	Yellow Tag	G.N.9
Pipe – Fiberglass		YES	Yellow Tag	G.N.15
Pipe - Plastic	02510	NO	Standards Div will issue a batch #	G.N.29
Pipe – Reinf. Concrete	02250/ 2560/0 2565	YES	**LA City Approved** stamp w/ a 3 digit # if approved and a 5 digit number if not approved	G.N.11
Pipe - Steel	Div 15	YES	Yellow Tag	G.N.15
Pipe Supports	15770	YES		G.N.15
Pipe – Vitrified Clay	GB	NO	Standards Division will stamp 3-digit number and **"LA City Approved DPW"** inside full lengths of pipe	G.N.15
Pipe Welding	15610	YES		G.N.15
Plastic Liner Plate	09800	YES		G.N.29 (a)
Pullbox – Street Light & Traffic Signal.		YES	Stamped **"LA City Approved"** on the inside of the box	
Pre-Engineered Metal Buildings		YES		G.N.1
Pumps	Div. 11	YES	Yellow Tag	G.N.20
PVC Liner	09800	YES		G.N.29 (a)
Railings	05520	YES	Yellow Tag	G.N.5
Rebar	03200	YES	Yellow Tag	G.N.3
Sandblasted Steel Items	Div. 5	YES		
Slide Gates	11815	YES	Yellow Tag	G.N.21
Sluice Gates	11182 0	YES	Yellow Tag	G.N.21
Steel Doors	08110	YES	Yellow Tag	G.N.6
Steel – Stainless	05500	YES		G.N.1
Steel Structural	05120	YES	Yellow Tag	G.N.1
Steel Supports	05120	YES	Yellow Tag	G.N.1
Store Fronts	08410/	YES	Yellow Tag	G.N.28

	08416			
Street Lgt. Standards	03400	YES	Stamped **"LA City Approved"** or **"Third Party Insp. Agency"** at the bottom of the base	G.N.10
T-Lock Liner Plate		YES	Yellow Tag	

TABLE *Continued*

Equipment/ Materials	**Spec. Sect.**	**Insp. Req'd**	**Product Identification**	**See Notes**
Tanks – Storage	Div. 13	YES	Yellow Tag	G.N.7
Tanks – Steel	13310	YES	Yellow Tag	G.N.7
Tree Well – Cast Iron		YES	Stamped **"LA"** or Yellow Tag	
Tree Well – Architectural		YES	Stamped **"LA"** or Yellow Tag	
Tree Well – Per Std. Plans		NO		
Vessels	Div. 13	YES	Yellow Tag	G.N.7
Vaults	02585	YES	Stamped **"LA"** or Yellow Tag	G.N.11
Valves	1Div. 15	YES	Yellow Tag	G.N.20
Welding	Div. 5	YES	Inspector Witness – Yellow Tag	G.N.1
Wire Rope		YES	Yellow Tag	
Wood Paneling	06200	NO		G.N.17
Wood Trusses-Engineered		NO	Provide Manufacturer's Certification	

NOTES:

1. Fabrication of ferrous materials, which may include welding, high strength bolting or non-destructive testing shall be shop inspected.

2. Bolting with ASTM A-325 bolts, ASTM A-490 bolts or other alternate fasteners shall require shop inspection. Bolting with ASTM A-307 bolts does not require shop inspection.

3. Reinforcing steel is normally sampled at the Jobsite, but for expediency, the sampling will be performed at the point of fabrication by the CITY'S Standards Division.

4. All forging and castings made at the foundry shall be shop inspected, approved and stamped prior to delivery to the Jobsite.

5. Steel stairways and handrails (ferrous) require shop inspection for welding and specified coatings.

6. Metal door and frame fabrication requires shop inspection.

7. Pressure vessels, tanks, boilers and related equipment do require inspection of fabrication, welding, and testing.

8. Concrete, asphalt concrete and mix designs are inspected at the batch plant. These products are shop inspected for conformance to Specifications and verification by the INSPECTOR.

9. Both pre-cast and pre-stressed concrete are subject to shop inspection and approval before delivery to the Jobsite.

10. Street lighting standards of either steel, aluminum or concrete are required to be shop inspected.

11. Reinforced concrete vaults catch basins, and reinforced pipe are required to be shop inspected. (See Note 9.) Maintenance hole shafts and grade rings without reinforcement or linings do not require shop inspection. Gaskets used for reinforced concrete pipe require testing.

12. FGRC and FGRG (Fiberglass Reinforced Concrete and Fiberglass Reinforced Gypsum) should be manufactured in an approved shop and be shop inspected.

13. Mortar, grout and gypsum shall be inspected at the batch plant, unless the products are mixed at the Jobsite from approved packages under the inspection of the INSPECTOR.

14. Concrete Masonry Units (CMU) shall be inspected and sampled at the Jobsite.

15. Lining and coating of ductile iron pipe and fiberglass pipe, as well as welded supports, are subject to shop inspection. Vitrified Clay Pipe (VCP) is exempt, as are non-welded pipe supports which can be classified as standard or catalog items. The CITY'S Standards Division will provide the inspection and testing for VCP.

16. Shop inspection is not required for lumber, unless it is treated lumber. Glue-laminated products do not require shop inspection. Each "Glue Lam" shall come with an individual Certificate of Compliance.

17. Millwork and wood products are not required to be shop inspected, unless the Specifications call for equivalency or inspection by the Woodworking Institute of California (W.I.C.).

18. Specified coatings including, but not limited to, anodizing, bitumen, epoxy, galvanizing, polyvinylidene fluoride, and pipe linings and coatings shall be shop inspected.

19. Conveying equipment, such as elevators, escalators, or conveyors are exempt from shop inspection. However, the structural framework of the escalators, hoists, cranes and lifts do require inspection.

20. Mechanical equipment, such as compressors, pumps, motors and valves, require shop inspection for fabrication, tests of windings, and any specified coating. Pumps, valves and motors may be exempt if they are standard or catalog items.

21. Fabrications of sluice gates and slide gates are subject to shop inspection for fabrication, welding and coating.

22. Transformers rated at 600 volts and higher, transformers rated at 100 KVA and higher, generators, switchgear motor drives and complex wired panel boards require shop inspection.

23. Lighting fixtures and lamps are considered standard or catalog items and are exempt from shop inspection.

24. Electrical wiring and testing, performed in the shop, requires inspection to verify conformance with applicable Specifications.

25. Shop tests specified in the Specifications including, but not limited to, voltage, grounding, loads, performance, installation, temperature, or noise levels will require shop inspection.

26. HVAC (heating, ventilation and air conditioning) are subject to shop inspection for fabrication and welding. Each component will be evaluated for possible inspection.

27. Sheet metal ductwork is not shop inspected. Flexible ductwork is considered a standard or catalog item and no shop inspection is required. Ductwork made of aluminum, stainless steel, or fiberglass will require shop inspection.

28. Storefronts and wall systems are shop inspected. Fixed windows are standard items and have no need of inspection.

29. Plastic pipe, such as ABS or PVC does not require shop inspection. The pipe will be inspected and sampled for testing at the Jobsite. (a) Extruded plastic liner plate and PVC Liner will require shop inspection.

30. Fiberglass products, because of the resins and the fiber reinforcement, do require shop inspection.

31. Elastomeric bearing pads shall be tested according to Cal-Trans Standard Specification Section 51-1.12H. Sampling will be done by the INSPECTOR.

(END OF SECTION)

SECTION 01454
WEIGHING AND METERING EQUIPMENT

1.1 THE REQUIREMENT

A. It is the CONTRACTOR'S responsibility to ensure that all scales and metering equipment used for proportioning materials shall be inspected for accuracy and certified within the past twelve (12) months by the State of California Bureau of Weights and Measures, by the County Director or Sealer of Weights and Measures, or by a scale mechanic registered with or licensed by the County.

B. The accuracy of the work of a scale service agency, except as stated herein, shall meet the standards of the California Business and Professions Code and the California Code of Regulations pertaining to weighing devices. A certificate of compliance shall be presented, prior to operation, to the ENGINEER for approval and shall be renewed whenever required by the ENGINEER at no cost to the CITY.

C. All scales shall be arranged so they may be read easily from the operator's platform or area. They shall indicate the true net weight without the application of any factor. The figures of the scales shall be clearly legible. Scales shall be accurate to within one percent (1%) when tested with the plant shut down. Weighing equipment shall be so insulated against vibration or moving of other operating equipment in the plant area that the error in weighing with the entire plant running will not exceed two percent (2%) for any setting nor one-and-one-half percent (1.5%) for any batch.

(END OF SECTION)

SECTION 01455
CALIBRATION OF TESTING EQUIPMENT

1.1 THE REQUIREMENT

A. It is the CONTRACTOR'S responsibility to ensure that testing equipment such as, but not limited to, pressure gages, metering devices, hydraulic systems, force (load) measuring instruments, and strain-measuring devices shall be calibrated by a testing agency acceptable to the ENGINEER at intervals not to exceed twelve (12) months and following repairs, modification, or relocation of the equipment. Calibration certificates shall be provided when requested by the ENGINEER.

(END OF SECTION)

SECTION 01561
ENVIRONMENTAL CONTROL

1.1 THE REQUIREMENT

A. Explosives for Blasting

1. The use of explosives for blasting purposes on the work shall not be permitted.

B. Fugitive Dust and Smoke Control

1. The CONTRACTOR shall furnish all labor, equipment, and means required and shall carry out effective measures wherever and as often as necessary to prevent its operation from producing dust in amounts damaging to property, cultivated vegetation, or domestic animals, or causing a nuisance as defined by the ENGINEER. The CONTRACTOR shall be responsible for any damage resulting from any dust originating from its operations. The dust abatement measures shall be continued until the CONTRACTOR is relieved of further responsibility by the ENGINEER. No separate payment shall be allowed for dust abatement measures and all costs thereof shall be included in the CONTRACTOR's Bid. The use of water resulting in mud on streets, sidewalks, driveways, shall not be permitted as a substitute for sweeping or other methods of dust control.

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

3. The CONTRACTOR shall comply with the requirements of Title 8, California Code of Regulations, concerning handling of asbestos dust.

C. Rubbish Control

1. Through all phases of construction, including suspension of Work and until final acceptance of the Project, the CONTRACTOR shall keep the Worksite and other areas used by it in a neat and clean condition, and free from any accumulation of rubbish and debris. The CONTRACTOR shall dispose of all rubbish and waste materials of any nature occurring at the Worksite and shall establish regular intervals of collection and disposal of such materials and waste. The CONTRACTOR shall also keep its haul roads free from dirt, rubbish, and unnecessary obstructions resulting from its operations. Care shall be taken to prevent spillage on haul routes. Any such spillage shall be removed immediately and the area cleaned by the CONTRACTOR. Equipment and material storage shall be confined to areas approved by the ENGINEER. Disposal of all rubbish and surplus materials shall be off the site of construction, at the CONTRACTOR's expense, all in accordance with local codes and ordinances governing locations and methods of disposal, and in conformance with all applicable safety laws, and the requirements of the OSHA Safety and Health Standards for Construction. All cleanup cost shall be included in the CONTRACTOR's Bid.

D. Sanitation

1. Fixed or portable chemical toilets shall be provided for the use of the CONTRACTOR's employees. These accommodations shall be maintained in a neat and sanitary condition. Toilets at construction sites shall conform to the requirements of Title 8, California Code of Regulations.

2. Wastewater conveyance and disposal shall not be interrupted. Should the CONTRACTOR disrupt existing sewer facilities, sewage shall be conveyed in closed conduits and disposed of in a sanitary sewer system. Sewage shall not be permitted to flow in trenches or be covered by backfill.

3. The CONTRACTOR shall establish a regular schedule for collection of all sanitary and organic waste. All wastes and refuse from sanitary facilities provided by the CONTRACTOR or organic material wastes from any other source related to the CONTRACTOR's operations shall be disposed of away from the site in a manner satisfactory to the INSPECTOR and in accordance with all laws and regulations pertaining thereto. Disposal of all such wastes shall be at the CONTRACTOR's expense.

E. Chemicals

1. The following paragraph does not relieve the CONTRACTOR from its responsibility for obtaining prior approval from the ENGINEER for chemical usage when otherwise required.

2. The CONTRACTOR shall provide four (4) copies of the MSDS to the INSPECTOR for all chemicals used during project construction or furnished for project operation, prior to bringing them on site, whether defoliant, soil sterilant, herbicide, pesticide, disinfectant, polymer, reactant, or of other classification, which shall show approval of either the U.S. Environmental Protection Agency or the U.S. Department of Agriculture. Use of all such chemicals and disposal of residues shall be in strict accordance with the printed instructions of the manufacturer and with all other applicable laws and regulations.

F. Lead paint notification

1. The CONTRACTOR is hereby notified that the facility under this Contract may contain Lead (Pb), Chromium (Cr) and Molybdenum (Mo).

2. If any paints containing Lead or Chromium are to be physically disturbed or made airborne during the progress of the Work by activities such as abrasive blasting, welding, cutting or torch burning, the CONTRACTOR shall provide appropriate worker protection in accordance with OSHA Lead in Construction Standard and in any other applicable regulations.

3. All paint which is removed or disturbed during the progress of the Work or any demolition debris which contains these paints, either of which contains in excess of 5 ppm (mg/l) Lead or Hexavalent Chromium when tested in accordance with the Waste Extraction Test (WET) method of the California Code of Regulations, Title 22, shall be disposed of as

hazardous waste. The CONTRACTOR shall be responsible for such disposal in accordance with all applicable laws and regulations.

G. Hazardous Waste

1. Hazardous waste generated by the CONTRACTOR at the site shall be disposed of in accordance with NOTIFICATION OF HAZARDOUS SUBSTANCES of the General Conditions.

H. Odor Control

1. The CONTRACTOR shall furnish all labor, materials, and equipment required and shall carry out effective measures whenever and as often as necessary to prevent the discharge of a nuisance odor from its operation into the atmosphere in such quantity as will violate the regulations of any legally constituted authority. During construction, the CONTRACTOR shall notify the ENGINEER and the INSPECTOR at least forty-eight (48) hours in advance when potential odor-causing activities are scheduled for construction.

I. Drainage Control

1. The CONTRACTOR shall maintain drainage within and through the Work areas. Earth dams will not be permitted in paved areas. Temporary dams of sandbags, asphaltic concrete, or other acceptable material will be permitted when necessary. Such dams shall be removed from the site as soon as their use is no longer necessary.

J. Graffiti Control

1. Throughout all phases of Work, including suspension of work, and until final acceptance, the CONTRACTOR shall keep all equipment, field offices, storage facilities and other facilities free of graffiti. Graffiti shall be painted over, masked or cleaned off within twenty-four (24) hours after notification by the INSPECTOR

(END OF SECTION)

SECTION 01562
ENVIRONMENTAL MITIGATION OR CONDITIONS

1.1 THE REQUIREMENT

A. The CONTRACTOR shall mitigate the adverse environmental impacts associated with the Work of the Contract. The CONTRACTOR shall indemnify and hold harmless the CITY from any and all fines, penalties or damages incurred by the CITY for violation of any environmental mitigation measures or permit caused by the CONTRACTOR's failure to comply with environmental mitigation measures of this Article. The measures that the CONTRACTOR shall take to mitigate environmental impacts include, but are not limited to the following:

1. Implement a Fugitive Dust and Erosion Control Plan (FDECP) that meets or exceeds SCAQMD requirements and the CITY'S FDECP for this site.

2. Comply with the General Construction Activity Storm Water Permit and the Storm Water Pollution Prevention Plan for this site.

3. Comply with the requirements of NOTIFICATION OF HAZARDOUS SUBSTANCES of the General Conditions.

4. Protect sensitive habitats and species through the use of fencing, to prohibit construction personnel access to adjacent habitat areas, and with dust control measures of the FDECP, and such other measures that may be called for by the Environmental Impact Report for this project.

5. Comply with the following emission control measures to minimize construction activity emissions, at no additional cost to the CITY:

   a. Stop construction activities during Stage II smog alerts which will be announced to the CONTRACTOR by the ENGINEER;

   b. Reduce construction equipment emissions by shutting off all equipment not in actual use;

   c. Reduce construction-related traffic congestion;

   d. Provide rideshare incentives for construction personnel;

   e. Tune and maintain construction equipment properly;

   f. Use low-sulfur/low nitrogen fuel for construction equipment, if available;

   g. Provide transit incentives for construction personnel;

   h. Configure construction parking to minimize traffic interference;

   i. Minimize obstruction of through-traffic lanes;

   j. Provide a flagperson to facilitate traffic flow and prevent traffic congestion;

k. Schedule operations affecting roadways for off-peak traffic hours.

B. Comply with the more stringent requirements of the current CITY or local noise ordinances, which may include:

1. Construction of noise barriers;

2. Use of low-noise-generating construction equipment;

3. Maintenance of mufflers and ancillary noise abatement equipment;

4. Use of vibration pile drivers and other techniques that result in less noise than impact pile drivers;

5. Scheduling high noise producing activities during periods that are least sensitive;

6. Routing construction related truck traffic away from noise-sensitive areas;

7. Reducing construction vehicle speeds.

(END OF SECTION)

(SEE ATTACHMENT)

ATTACHMENTS TO SECTION 001562

Attachments to General Requirements Section 001562 consists of one (1) document, as follows:

ATTACHMENT NUMBER	TITLE OF ATTACHMENT	NUMBER OF PAGES IN THIS ATTACHMENT
01562-A1	Willits Sidewalk Repairs – Regulatory Compliance Measures and Best Practices	7

ATTACHMENT 01562-A1

Willits Sidewalk Repairs – Regulatory Compliance Measures and Best Practices

All sidewalk repair or construction activities eligible for credit under the settlement agreement in the matter of Mark Willits, et al. v. City of Los Angeles (United States District Court Case No. CV10-05782) shall be subject to compliance with the following regulatory compliance measures and related construction best practices. All references to applicable laws and guidelines shall refer to the current applicable law or guideline in place at the time of the Willits sidewalk repair approval.

I. Biological Resources

1. Pursuant to the Migratory Bird Treaty Act (MTBA) and California Fish and Game Code, street tree removal activities should take place outside of the nesting bird season (February 1 to September 1), and the removal of mature street trees should therefore be scheduled to occur between September 2 and January 31 to the extent feasible. Street tree removal activities may occur during nesting bird season in accordance with Section I.3 and other applicable requirements in this Policy.

2. All replacement street trees shall be planted within 1 year of removal.

3. Pursuant to the MBTA and California Fish and Game Code, prior to being removed, all street trees shall be surveyed for the presence of nesting birds/bats/raptors by a qualified biologist (or qualified arborist) within 3 days prior to any street tree removal. If any active nests are detected, the area shall be flagged, and a minimum 250-foot non-disturbance buffer established and a minimum 500-foot buffer for raptors. A modification to this buffer requirement may be allowed with consultation by the United States Fish and Wildlife Service and/or the California Department of Fish and Wildlife, if the nesting cycle has been completed or the monitoring biologist determines that the nest has failed. Project sites shall be resurveyed if there is a lapse in construction activities for more than 7 days. A nesting bird survey shall be submitted at the conclusion of the site survey.

4. All street tree removal work shall be performed under the direction of an Urban Forestry Division (UFD) Tree Supervisor who is also an International Society of Arboriculture (ISA) Certified Arborist.

5. Replacement street trees shall be monitored and those street trees which do not survive in the first 3 years shall be replaced at a 1:1 ratio.

6. For construction activities in or near an Environmentally Sensitive Habitat Area (ESHA) pursuant to the Coastal Act, a 50-foot buffer strip for all activities in or near an ESHA, as measured from the outer limit of riparian vegetation or, if the waters are estuarian, a minimum of 100 feet from the outer limit of estuarian vegetation, shall be required in new development to protect the habitat value of riparian areas where the opportunity exists.

II. Cultural Resources

1. Prior to approval, the construction site shall be assessed to determine whether a substantial adverse change would occur to the significance of a known historic, tribal cultural, unique archaeological, and/or unique paleontological resource.

A. Where it is determined that the proposed sidewalk repair would cause a substantial adverse change to the significance of a known historic resource, the Secretary of Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings or the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings shall be followed.

B. Where it is determined that the proposed sidewalk repair would cause a substantial adverse change to the significance of a known unique archaeological resource, an archaeological treatment plan (ATP) that ensures the long-term protection and proper treatment of archaeological resources of significance shall be prepared. The ATP shall include a monitoring plan, research design, and data recovery plan. The ATP shall be consistent with the Secretary of the Interior's Standards and Guidelines for Archaeological Documentation, California Office of Historic Preservation's (OHP) Archaeological Resources Management Report, Recommended Contents and Format (1989), and the Guidelines for Archaeological Research Design (1991); and shall also consider the Advisory Council on Historic Preservation's publication Treatment of Archaeological Properties: A Handbook. The ATP shall also be consistent with the Department of the Interior's Guidelines for Federal Agency Responsibility under Section 110 of the National Historic Preservation Act

C. Where it is determined that the sidewalk repair project would cause a substantial adverse change to the significance of a known unique paleontological resource, a qualified paleontologist shall be retained to develop a Paleontological Management Treatment Plan (PMTP). The selection of the paleontologist and the development of the PMTP shall be subject to approval by the Vertebrate Paleontology Section of the Natural History Museum of Los Angeles County to comply with paleontological requirements, as appropriate.

2. Pursuant to Section 6-3.2, "Archaeological and Paleontological Discoveries" of the Standard Specifications for Public Works Construction (Greenbook), and the City of Los Angeles Department of Public Works Additions and Amendments to the Standard Specifications for Public Works Construction (Brownbook) if, during construction activities, an unexpected discovery is made of items of archaeological or paleontological interest, excavation in the area of discovery shall immediately cease and shall not continue until ordered by the City Engineer.

III. Geology and Soils

1. Where excavation will be greater than 5 feet to accommodate existing underground utilities, a Shoring Plan per Section 7-10.4.2.2, "Shoring Plan" of the Standard Specifications for Public Works Construction (Greenbook), and the City of Los Angeles Department of Public Works Additions and Amendments to the Standard Specifications for Public Works Construction (Brownbook) shall be prepared.

IV. Hazardous Materials

1. Prior to approval, a database search pursuant to California Government Code Section 65962.5 shall be conducted to identify applicability of any regulatory requirements or hazardous material risks associated with the project site or the adjacent sites.

2. In the event of spills, leaks, or other contamination, the protocols contained with the Hazardous Materials Incident Contingency Plan published by the California Office of Emergency Services shall be followed.

3. For Sidewalk repair projects located within a public right-of-way and containing contaminated soil, all repair and construction work shall be in accordance with the BOE Master Specification Section No. 02310 Earthwork Subsection No. 3.3, Contaminated Soils

4. For sidewalk repair projects located on a public right-of-way and containing contaminated ground water, all repair and construction work shall be in accordance with BOE Master Specification Section No. 02235, Dewatering.

V. Hydrology and Water Quality

1. Pursuant to Section 308-4.9.5, "Watering" of the Standard Specifications for Public Works Construction (Greenbook), and the City of Los Angeles Department of Public Works Additions and Amendments to the Standard Specifications for Public Works Construction (Brownbook),all planted areas shall be kept moist during the establishment period. When a permanent irrigation system is not available, a temporary system shall be used to provide adequate watering during the establishment period without erosion detrimental to planting.

VI. Noise

1. As feasible during construction, a 10-foot distance between construction equipment and a commercial use sensitive receptor should be maintained, and a 20-foot distance between construction equipment and residential sensitive receptor should be maintained.

2. As feasible during construction, the following best management practices (BMPs) for noise should be implemented:

   A. Unnecessary idling of internal combustion engines should be prohibited.

   B. All equipment should be kept in good repair with all worn, loose and unbalanced machine parts to be replaced.

   C. Locate stationary noise-generating equipment such as air compressors or portable power generators as far as possible from neighboring houses.

   D. Construction should occur in the daytime hours, as allowable by LAMC Section 41.40 - Construction Noise.

E. Notify all adjacent property owners and land users of the construction length, duration, and hours of noise and vibration producing construction activities, in writing.

F. Provide and make available contact information for Sidewalk Repair concerns, on construction activities, prior to and on-site during construction.

3. As feasible during construction, the following best management practices (BMPs) for vibration should be implemented:

   A. Use lower powered equipment or techniques such as concrete saws instead of jack hammers.

   B. Minimize the time of use of vibration generating equipment.

   C. Notify all adjacent property owners and land users of the construction length, duration, and hours of noise and vibration producing construction activities, in writing.

   D. Provide and make available contact information for Sidewalk Repair concerns, on construction activities, prior to and on-site during construction.

VII. Transportation and Traffic

1. All work shall be in full compliance with the Work Area Traffic Control Handbook (WATCH) manual, including the requirement of flaggers in Section 9 (Flagger Temporary Traffic Control) for lane closures during street tree removal or any other construction activity that disrupts the flow of vehicles, pedestrians, or bicyclists.

2. When construction occurs at an intersection, stopping sight distance shall be maintained for vehicles and bicyclists approaching the intersection, in compliance with the WATCH manual, Flagger Temporary Traffic Control.

3. All adjacent property owners shall be notified of any upcoming construction. Signage shall also be posted in advance of construction, notifying the public of any construction-related lane closures or parking restrictions, in accordance with Section 7-10, "Public Convenience and Safety" of the Standard Specifications for Public Works Construction (Greenbook), and the City of Los Angeles Department of Public Works Additions and Amendments to the Standard Specifications for Public Works Construction (Brownbook).

4. Temporary accessibility-compliant access shall be provided and signage shall be used, where needed, to direct pedestrians to alternative pedestrian routes or through the use of a temporary walkway, physically separated from vehicle traffic, to provide a more direct detour, in accordance with Section 7-10, "Public Convenience and Safety" of the Standard Specifications for Public Works Construction (Greenbook), and the City of Los Angeles Department of Public Works Additions and Amendments to the Standard Specifications for Public Works Construction (Brownbook).

5. If construction requires a temporary closure of an on-street bicycle facility, signage shall be placed to inform drivers and bicyclists of the upcoming bicycle facility closure, indicating a shared lane ahead in accordance with the WATCH manual, Bicycle Considerations.

6. If construction requires a temporary closure of an existing transit facility (e.g., bus stop), coordinating with the affected transit provider shall occur to ensure users are informed of the temporary stop relocations.

7. Per Section 7-8.4, "Storage of Equipment and Materials" of the Standard Specifications for Public Works Construction (Greenbook), and the City of Los Angeles Department of Public Works Additions and Amendments to the Standard Specifications for Public Works Construction (Brownbook), a permit from the Bureau of Street Services shall be obtained before any construction materials or equipment are stored in the public right-of way if necessary. All storage of equipment and materials shall be done under an approved pollution prevention and erosion control plan as required by California Construction Permit Order No. 2009-009-DWQ.

8. Truck trips shall be coordinated to arrive and depart at off-peak commute times to the extent feasible, in accordance with Los Angeles Municipal Code (LAMC) Section 62.61.

9. Any sidewalk repair activities involving signal disruption shall be coordinated with the Los Angeles Department of Transportation and the Los Angeles Police Department to identify and implement temporary traffic control needs per Section 307-5, "Temporary Street Lighting and Traffic Signal Systems" of the Standard Specifications for Public Works Construction (Greenbook), and the City of Los Angeles Department of Public Works Additions and Amendments to the Standard Specifications for Public Works Construction (Brownbook).

VIII. Wildfire Hazards

1. Compliance with applicable LAMC Fire Code Section 57 et seq. for construction sites on, adjacent to, or in the immediate vicinity of a Very High Fire Hazard Severity Zone (VHFHSZ) as designated through LAMC Sections 57.4908.1.1 through 57.4908.1.3 and identified on City maintained databases shall be required.

2. No person shall travel or trespass upon any firebreak or fire road, as provided in Section 57.4908.8.2 of the LAMC.

3. Pursuant to LAMC Section 57.4908.5 open flame shall be prohibited upon any road, street, or fire road with the VHFHSZ.

4. No smoking shall be allowed where conditions are such as to make smoking a hazard and in spaces where flammable or combustible materials are stored or handled, as provided in Section 310.2 of the California Fire Code. Further, it shall be unlawful for any person to light, ignite or smoke any cigar, cigarette, tobacco in a pipe or other form of smoldering substance within the VHFHSZ, as provided in LAMC Section 57.4908.6. Also, open flame upon any road, street, or fire road within the VHFHSZ shall be prohibited.

5. No person, except one authorized and acting within the scope of his official duties, shall remove, deface, mar, mutilate, or change the position of any sign, installed by the Chief pursuant to this article, designating "CLOSED AREA," "NO SMOKING," "NO OPEN FIRES," "RESTRICTED ENTRY," or other sign or device installed to give warning and to regulate persons' actions within the VHFHSZ, as provided in Section 57.4908.9.1.

6. Pursuant to Ordinance No. 185789, all sidewalk repair projects shall occur in compliance will all applicable requirements for brush clearing activities in the VHFHSZ including, but not limited to:

A. Use of metal cutting blades for grass or brush clearance shall be limited to those which are nonferrous/non-sparking.

B. Brush clearance shall not be done on red flag days, when fire weather conditions are at their peak.

C. Individuals engaged in brush clearance operations shall not engage in any other activities during their actual clearance of grass or brush.

D. Individuals engaged in grass or brush clearance operations shall use an appropriate extinguishing agent immediately to extinguish a fire.

E. All fires, regardless of size, shall be reported immediately via the 9-1-1 system to the Fire Department.

F. An approved fire extinguisher, or a pressurized garden hose with attached nozzle shall be within 10 feet of any grass or brush clearance operation, to quickly extinguish a small fire before it burns out of control.

G. Where a gasoline container is present at the site of the grass or brush clearance operation, a minimum 4A 60 BC dry chemical fire extinguisher shall be within 10 feet of the brush clearance operation.

H. A cell phone capable of dialing 9-1-1 shall be charged and readily accessible to the grass or brush clearance operation.

A safety strap shall be used at all times for any tool or appliance with hot exhaust. Hot exhaust shall not come in contact with any brush, grass, flash fuels, or other flammable material.

SECTION 01571
STORMWATER POLLUTION CONTROL MEASURES FOR CONSTRUCTION ACTIVITIES

1.1 THE REQUIREMENT

A. General

1. The Contractor shall exercise every reasonable precaution to protect channels, storm drains, and bodies of water from pollution.

2. Conduct and schedule operations to minimize or avoid muddying and silting channels, drains, and waters.

3. As required, obtain permits for erosion and water pollution control from the appropriate jurisdictional agency before starting Work. All costs for work required for compliance with this Section shall be included within the Bid Prices.

4. Provide any necessary water pollution control devices to prevent, control, and abate water pollution, and implement good housekeeping pollution control measures to reduce the discharge of pollutants from work sites to the maximum extent practicable. These water pollution control devices include drains, gutters, slope protection blankets and retention basins and shall be constructed concurrently with other Work at the earliest practicable time.

5. Exercise care in preserving vegetation and protecting property, to avoid disturbing areas beyond the limits of the Work. Promptly repair any damage caused by Contractor operations.

6. Comply with the specific requirements based on acreage of disturbed soil.

7. Penalties: Failure to comply with this Section may result in significant fines and possible imprisonment. The RWQCB or other prosecuting authority may assess fines of up to $32,500 per day for each violation. Should the City be fined or penalized as a result of the Contractor failing to comply with this Section, the Contractor shall reimburse the City for any and all fines, penalties and related costs.

8. Notification and Report: If pollution occurs in the work area for any reason or when the Contractor becomes aware of any violation of this Section, correct the problem and immediately notify the Inspector. In addition, submit a written report to the Engineer within seven (7) calendar days describing the incident and the corrective actions taken. If either the Inspector or Engineer is first to observe pollution or a violation, the Contractor shall also explain in the written report why the Work was inadequately monitored.

9. The provisions of this Section describe minimum compliance and do not preclude other more stringent stormwater pollution control measures that may be required in the Contract.

B. Definition

1. Construction Activity: Includes clearing, grading, excavation, stockpiling, and reconstruction of existing facilities involving removal and replacement. Construction activity does not include routine maintenance such as, maintenance of original line and grade, hydraulic capacity, or original purpose of the facility. If construction activity is part of a larger common plan of development, the amount of disturbed soil is the total land area of disturbed soil that results under the common plan.

C. Projects Having Less Than One Acre of Disturbed Soil

Projects with construction activity that will result in less than one acre of disturbed soil, the Contractor shall comply with the following minimum water quality protection requirements:

1. Retain eroded sediments and other pollutants on-site and do not allow transportation from the site by sheet flow, swales, area drains, natural drainage, or wind. Control slope and channel erosion by implementing an effective combination of best management practices (BMPs). Such BMPs include scheduling grading during non-rainy seasons, planting and maintaining vegetation on slopes and covering erosion-susceptible slopes.

2. Protect stockpiles of earth and other construction-related materials from being transported from the site by wind or water.

3. Properly store and handle fuels, oils, solvents, and other toxic materials to not contaminate the soil or surface waters, enter the groundwater, or be placed where they may enter a live stream, channel, drain, or other water conveyance facility. Protect all approved toxic storage containers from weather. Clean spills immediately and properly dispose of cleanup materials. Spills shall not be washed into live streams, channels, drains, or other water conveyance facilities.

4. Do not wash excess or waste concrete into the public way or any drainage system. Retain concrete wastes on-site until they can be appropriately disposed of or recycled.

5. Deposit trash and construction-related solid wastes in covered receptacles to prevent contamination of rainwater and dispersal by wind.

6. Do not allow sediments and other materials to be tracked from the site by vehicle traffic. Stabilize construction entrance roadways to inhibit sediments from being deposited onto public ways. Immediately sweep up accidental depositions. Do not allow depositions to be washed away by rain or by any other means.

7. Contain non-stormwater runoff from equipment or vehicle washing and any other activity at the work site.

8. At completion of the Work, clear the worksite of debris and restore to a condition at least equal to or better than prior to construction.

9. When construction activity with grading is likely to occur during the rainy season (October 1 through April 15), prepare a Wet Weather Erosion Control Plan (WWECP) per LAMC Section 61.02. The WWECP must be submitted to the Engineer for approval within thirty (30) calendar days after Notice to Proceed.

Guidance on preparing the WWECP can be found in "Development Best Management Practices Handbook - Part A, Construction Activities", adopted by the Board and as authorized by LAMC Section 64.72. The handbook can be viewed at or obtained at cost at Bureau of Engineering public counters.

10. When working in live streams, these are additional water pollution control requirements.

11. Erect barriers sufficient to prevent muddying or polluting streams.

12. Prior to removing materials from a flowing stream, use a stream bypass or other equivalent means to keep the flow in the stream free of the mud or silt from the removal operations.

13. Avoid transporting materials across live streams. If not possible, the transportation operation must be designed to prevent materials from falling into the stream and cannot muddy the stream.

14. Equipment may not be operated in a live stream or channel unless the Contractor can demonstrate to the Engineer's satisfaction that no other practical alternatives exist. The equipment must be designed to prevent materials from falling into the stream and cannot muddy the stream.

15. Do not allow fresh portland cement or fresh portland cement concrete to enter the water flowing in streams, channels or drains.

16. Do not allow material derived from the Work to be deposited in a live stream, channel or drain.

(END OF SECTION)

SECTION 01572
CONSTRUCTION AND DEMOLITION WASTE MANAGEMENT

1.1 The Requirement

A. The Construction and Demolition (C&D) Waste Management Specification includes procedures for ensuring optimal diversion of construction and demolition waste generated by the project, and documentation procedures for tracking waste generation and diversion.

B. Each construction or demolition project shall reuse or recycle a minimum of 80% of the inert debris and 65% of the remaining construction and demolition waste generated by the project.

C. Each construction or demolition project shall dispose of construction and demolition waste generated from the project in accordance with the City's C&D Waste Recycling Ordinance (Ordinance No. 181519). Los Angeles Municipal Code requires that all mixed C&D waste generated within the City of Los Angeles be taken to a City Certified C&D Waste Processing Facility and all source separated C&D waste be taken to a recycling facility or City Certified C&D Waste Processing Facility. Further, C&D waste can only be legally collected, removed, or transported by City of Los Angeles Permitted Solid Waste Haulers. If the Contractor plans on collecting, removing, or transporting its own waste, it must first apply for and obtain a Solid Waste Hauler Permit from the Solid Resources Citywide Recycling Division (SRCRD) of the Bureau of Sanitation.

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

E. The project shall promote the City's sustainable building efforts by creating a resource-efficient and environmentally sensitive project and maintaining optimum control of the C&D waste generated during the project.

F. The project shall use products with post-consumer recycled content to the greatest extent feasible. Refer to the California Department of Resources Recycling and Recovery's website for information about recycled content construction products.

1.2 Abbreviations

A. C&D: Construction and Demolition
B. CalMAX: California Materials Exchange
C. CalRecycle: California Department of Resources Recycling and Recovery
D. CCR: California Code of Regulations
E. CDRG: Construction and Demolition Recycling Guide
F. LEA: Local Enforcement Agency
G. SWDD Report: Solid Waste Diversion and Disposal Report
H. WMP: Waste Management Plan

1.3 Definitions

A. "Certified C&D Waste Processing Facility" or "Certified C&D Waste Processor": A solid waste processing facility that accepts loads of C&D waste for the purpose of recovering re-usable and recyclable materials and disposing of the non-recyclable residual material. A Certified C&D Waste Processing Facility has been certified by the City of Los Angeles Bureau of Sanitation to have a facility specific recycling rate for C&D waste. For information on becoming a certified C&D waste processor, type in and search "waste hauler permit program" and then select the "waste hauler permit program" link at www.lacitysan.org. See the CDRG for information on the current list of certified processors and recycling facilities.

B. "Class III Landfill": A landfill that accepts non-hazardous solid waste such as household, commercial, and industrial solid waste. A Class III landfill is regulated by the LEA and must have a CalRecycle solid waste facilities permit.

C. "Construction and Demolition Recycling Guide": A publication by the Bureau of Sanitation's Solid Resources Citywide Recycling Division. The CDRG can be found by searching "waste hauler permit program" at www.lacitysan.org.

D. "C&D Waste" or "Mixed C&D Waste" or "C&D Debris or Mixed C&D Debris": Solid waste and recyclable materials, and building materials from construction, deconstruction, remodeling, repair, or demolition of buildings and other structures, do not contain hazardous waste (as defined in CCR Title 22, Section 66261.3, *et seq.*), and contain no more than one percent (1%) putrescible wastes by volume, calculated on a monthly basis. C&D waste includes, but is not limited to: asphalt, concrete, Portland cement, brick, lumber, drywall, roofing material, ceramic tile, pipe, glass, carpet and associated packaging.

E. "Deconstruction": The process of taking apart a structure with the primary goal of preserving the value of all useful building materials, so that they may be reused or recycled.

F. "Disposal": Acceptance of solid waste at a legally operating facility for the purpose of landfilling.

G. "Diversion": Activities that result in reducing the amount of solid waste disposed at a landfill. This can include source reduction activities, composting, recycling, and reuse.

H. "Inert Backfill Site": A location, other than inert fill or other disposal facility, to which inert debris is taken for the purpose of filling an excavation, shoring, or another soils engineering operation.

I. Inert Debris: Solid waste and recyclable materials that are source separated or separated for reuse and do not contain hazardous waste (as defined in CCR, Title 22, section 66261.3 et. seq.) or soluble pollutants at concentrations in excess of applicable water quality. Inert debris may not contain any putrescible wastes. Inert debris includes but is not limited to concrete, asphalt, crushed glass, fiberglass, asphalt or fiberglass roofing shingles, brick, slag, ceramics, plaster, clay, and clay products.

J. Inert Debris Engineered Fill Operation (IDEFO): An activity exceeding one year in duration in which only the following inert debris may be used: fully cured asphalt, uncontaminated concrete (including steel reinforcing rods embedded in the concrete), crushed glass, brick, ceramics, clay and clay products, which may be mixed with rock and soil. Those materials are spread on land in lifts and compacted under controlled conditions to achieve a uniform and dense mass which is capable of supporting structural loading, as necessary, or supporting other uses such as recreation, agriculture and open space in order to provide land that is appropriate for an end use consistent with approved local general and specific plans (e.g., roads, building sites, or other improvements) where an engineered fill is required to facilitate productive use(s) of the land.

K. "Non-Permitted Solid Waste Hauler": A company that does not possess a valid and current solid waste hauler permit from the City of Los Angeles to collect and transport solid waste from individuals or businesses in the City of Los Angeles.

L. "Permitted Solid Waste Hauler": A company that possesses a valid and current solid waste hauler permit from the City of Los Angeles to collect and transport solid waste from individuals or businesses in the City of Los Angeles.

M. "Recycling": The process of collecting, sorting, cleansing, treating, and reconstituting materials that would otherwise become solid waste, and returning them to the economic mainstream in the form of raw material for new, reused, or reconstituted products that meet the quality standards necessary to be used in the marketplace.

1. On-site Recycling: Materials that are sorted and processed for use in an altered form in the project, (e.g. concrete is crushed for use as base for a parking lot on the site)
2. Off-site Recycling: Source-separated materials hauled to another location and used in an altered form in the manufacture of a new product.

N. "Recycling Facility": An operation that can legally accept materials for the purpose of processing the materials into an altered form for the manufacture of a new product. Depending on the types of materials accepted and operating procedures, a recycling facility may or may not be required to have a Solid Waste Facilities permit from CalRecycle or be regulated by the LEA.

O. "Reuse": Materials that are recovered for use in the same form. This includes materials that are reused on-site or off-site.

P. "Salvage": Materials recovered for reuse or sale or donation to a third party.

Q. "Source Reduction": Any action causing a net reduction in the generation of solid waste. Source reduction includes, but is not limited to, reducing the use of nonrecyclable materials, replacing disposable materials and products with reusable materials and products, reducing packaging, and reducing the amount of yard waste generated.

R. "Source-Separated Materials (Construction and Demolition Waste)": Material that is sorted at the site of generation by individual material type for the purpose of reuse or recycling, i.e., loads of concrete that are source-separated for delivery to an inert debris recycling facility to be crushed into road base material. Note: The Contractor may be able to save money on collection fees for source-separated material. Source-separated material is not subject to the City's 10% AB939 fee.

S. "Solid Waste": shall mean waste that CalRecycle has deemed acceptable for disposal at a Class III Landfill and shall not include source-separated material.

T. "Transfer Station": A facility that can legally accept solid waste for the purpose of temporarily storing the materials for re-loading onto other trucks and transporting them to a landfill for disposal or recovering some materials for reuse or recycling. Transfer stations must be permitted by CalRecycle and regulated by the LEA.

U. "Solid Waste Hauler" or "Waste Hauler": shall mean any Person engaged in the business of providing or responsible for the collection, removal or transportation or Solid Waste, Construction and Demolition Waste, Source-Separated Materials,

V. "Solid Waste Hauler Permit", "Waste Hauler Permit", or "AB 939 Compliance Permit": Persons who collect, remove or transport Solid Waste, including Construction and Demolition Waste, Source-Separated Materials or Co-Mingled Recyclables, generated within the City, must obtain, in addition to all other required permits, an AB 393 Compliance Permit from the Bureau of Sanitation.

1.4 DIVERSION REQUIREMENTS

A. The construction and demolition project shall reuse or recycle a minimum of 80% of the inert debris and 65% of the remaining construction and demolition waste generated by the project.

1.5 SUBMITTALS

A. Waste Management Plan (WMP): The Contractor shall conduct a site assessment and estimate the types and quantities of materials, generated during the project, that are anticipated for on-site or off-site processing, recycling, or reuse.

1. After the contract is awarded and prior to the commencement of the project, the City project manager will schedule and attend a meeting with the Contractor to discuss the Contractor's proposed WMP. This plan shall be submitted to allow the City and the Contractor an opportunity to develop a mutual understanding regarding the recycling and reuse requirements and programs.
2. Not more than 20 working days after the meeting, and before the commencement of the project, the Contractor shall prepare and submit to the City project manager a written WMP, Attachment A of this specification, and a copy of the contracted hauler's solid waste hauler permit. The plan shall show a minimum 80% recycling for inert debris expected from the project and 65% recycling for the remaining C&D waste expected from the project. The Contractor shall submit the plan in the format provided herein as Attachment A. Instructions for filling out the form are in Attachment A, -- INSTRUCTION SHEET. Work shall not begin until the project engineer approves the WMP for the project.
3. If the Contractor expects a circumstance that the Contractor believes make it infeasible to comply with the Diversion Requirement, the Contractor may submit a written request for an exemption at the time the WMP is submitted. If the exemption request is not approved by the Engineer, the Contractor shall revise and resubmit a WMP.
4. If the City determines that it is infeasible for the Contractor to meet the Diversion Requirement due to unique circumstances, the City shall determine the maximum feasible diversion rate for each material and shall indicate this rate on the WMP submitted by the Contractor. The City shall return a copy of the WMP to the Contractor marked "Approved for Infeasible Exemption". The Contractor will be required to meet the maximum feasible diversion rates as approved by the City. If the Contractor fails to meet the revised rates the Contractor will be subject to the stipulated penalties. Exempt projects are required to keep and submit all documentation for the project. This includes receipts, the WMP, SWDD Reports, and all supporting documentation as required herein.
5. The City's approval of the Contractor's WMP will not otherwise relieve the Contractor of responsibility for adequate and continuing control of pollutants and other environmental protection measures.

B. Solid Waste Diversion and Disposal Report (SWDD Report): With each submittal of the Contractor's application for progress payment, the Contractor shall prepare and submit to the project inspector a written SWDD Report quantifying all material generated, diverted, and disposed in the project during the time period covered by the SWDD Report and progress payment. Part 3 of each SWDD

Report is a cumulative history of the diversion and disposal for the project. The Contractor shall submit the report in the format provided herein as shown in Attachment B. Failure to submit the report and the supporting documentation shall render the application for progress payment incomplete and delay payment until the proper documentation is submitted. The supporting documentation includes manifests, weight tickets, receipts, reports, invoices, and other supporting documents specifically identifying the projects, the recyclables and solid waste generated by the project, and where the material was sent. Instructions for filling out the forms are in Attachment B – INSTRUCTION SHEET. Together, all of the SWDD Reports should cover the complete time period of the project. The final SWDD Report and supporting documentation must be submitted within 30 days of the end of the project.

C. Substitutions: Should the Contractor desire to use materials, equipment, or products that meet the requirements of these specifications but are more environmentally responsive, the Contractor shall submit these substitutions in accordance with "Substitutions and "Or Equal" Submittals" of the General Requirements.

1.6 PENALTY

A. If the diversion requirement has not been met, a per ton penalty will be applied to the disposed material over that allowed in the approved WMP.

B. The penalty will be calculated as follows: Tons over that allowed in the approved WMP times the per-ton penalty in effect at the time the contract was awarded. The penalty may not exceed the total payment retention for the project.

C. Tons of mixed C&D waste either not hauled to City Certified C&D Waste Processing Facilities or hauled by non-permitted waste hauler(s) will be assessed a per-ton penalty. The penalty may not exceed the total payment retention for the project.

D. The penalty is $100 per ton.

E. The recommended penalty will be determined by the Bureau of Contract Administration and Bureau of Sanitation and shall be considered by the Board of Public Works at the time of the project closeout.

1.7 REUSE, SALVAGE, AND RECYCLING OPTIONS

A. Construction projects shall make use of as many reuse and salvage options as is feasible. One option is the California Materials Exchange (CalMAX), a free program sponsored by CalRecycle. The most recent issue of CDRG, contains contact information for non-profit organizations, salvage facilities, and other reuse organizations.

B. Recycling shall include both on-site and off-site recycling of source-separated materials, as well as mixed C&D waste recycling efforts.

C. On-site recycling programs shall produce a quality product to meet the specifications identified in the contract documents, subject to approval. The Contractor shall estimate the amount of material to be used in the project and include a program for off-site recycling of any excess material that cannot be used in the project.

D. The Contractor shall develop and implement a program to include source separation of solid waste, to the greatest extent feasible, of the following types:
   1. Asphalt
   2. Concrete, concrete block, slump stone (decorative concrete block)
   3. Rock
   4. Wood (lumber)

5. Green material (i.e. tree trimmings)
6. Other materials, as appropriate, such as red clay brick, building fixtures, architectural details, dry wall, carpet, carpet padding, and corrugated cardboard

E. Mixed C&D Waste Recycling: The Contractor must develop and implement a program to transport all commingled construction and demolition materials that cannot be feasibly source-separated to a Certified C&D Waste Processing Facility.

F. Certified C&D Waste Processing Facility: These facilities have facility recycling rates, established by the City of Los Angeles for mixed C&D waste. Mixed C&D waste taken to these facilities are considered to have been recycled at the rate of the certified processing facility. For example, 100 tons of material taken to a facility with an 80% recycling rate results in 80 tons of recycling and 20 tons of disposal for the project A list of these facilities and their recycling rates is in the most recent issue of CDRG.

G. Recycling, Reuse, Mixed C&D Waste Processing, and Salvage Facilities: The CDRG is incorporated herein by reference and contains information about processing, recycling, reuse, and salvage facilities.

H. Revenue: Revenue or savings obtained from recycled, reused, or salvaged materials shall accrue to the Contractor unless otherwise noted in the Contract Documents. Note: The Contractor may be able to save money on collection fees for source-separated material. Source-separated material is not subject to the City's 10% AB939 fee.

I. AB 939 Fee: The AB 939 fee is assessed on all solid waste hauled within the City of Los Angeles in accordance with Section 66.32 of the Los Angeles Municipal Code.
   1. All solid waste haulers hauling material from City of Los Angeles locations must be permitted in accordance with Section 66.32 of the Los Angeles Municipal Code.
   2. Source-separated material is not assessed this fee.

1.8 HAULING AND DISPOSAL OPERATIONS

A. Hauling: The Contractor is responsible for arranging the collection and hauling of C&D waste by a solid waste hauler that is permitted by the City of Los Angeles in accordance with Section 66.32 of the Los Angeles Municipal Code.

B. Recycling and Processing Facilities: The Contractor shall be responsible for transporting C&D waste to recycling or processing facilities. The Contractor shall be familiar with the requirements for acceptance of C&D waste at the recycling and processing facilities before the material is delivered. The most recent issue of CDRG includes a partial list of these facilities. Always call facilities in advance.

C. Disposal Facilities: The Contractor shall be responsible for transporting C&D waste that cannot be accepted at a recycling or processing facility, to a transfer station or disposal facility that can legally accept the materials for the purpose of disposal. A load of C&D waste may be taken to a disposal facility only after it has been rejected by 2 different certified processing facilities and the driver is in possession of both rejection slips. The rejection slips and the weight ticket from the final destination must be kept together and submitted to the contractor.

D. Site Disposal: The Contractor may not burn, bury, or otherwise dispose of solid waste on the project job-site.

(END OF SECTION)

ATTACHMENT A - INSTRUCTION SHEET FOR WASTE MANAGEMENT PLAN

1. For assistance, contact the Solid Resources Citywide Recycling Division of LA Sanitation & Environment at (213) 485-3460 or sansrcrd_cdrecycling@lacity.org.
2. Please print very clearly or type.
3. Waste Management Plan (WMP) is to be completed and approved prior to start of construction. Along with the WMP, the Contractor is to include a copy of the waste hauler's waste hauler permit.
4. Attachment A includes**:** **Part 1**-Inert Debris and **Part 2**-Metal, Wood, C&D waste, and all other materials.
5. Must meet ≥80% recycling rate in **Part 1** – Inert Debris such as concrete, asphalt, dirt, rock, and brick.
6. Must meet ≥65% recycling rate in **Part 2** – Metal, wood, green waste, C&D waste, and all other materials.
7. The information required includes but is not limited to, the following:
   a. Contractor and project work order number.
   b. Permitted solid waste hauler(s) and permit number(s).
   c. Facility names and addresses that are to process the C&D materials.
   d. Estimated quantities of **all** C&D materials listed in **tons**.
   e. Verify whether the Waste Management Plan meets the minimum recycling requirement of 80% for inert debris in Part 1. Verify whether the Waste Management Plan meets the minimum recycling requirement of and 65% for other C&D waste.
8. **Calculating recycling and disposal for mixed C&D waste taken to a certified processing facility: the total tons taken to certified processing facility times the recycling rate = amount to be recycled. Total tons taken to facility minus amount to be recycled = amount for disposal. E.g. 100 tons x 0.80 (80% recycling rate) = 80 tons diverted and 20 tons disposed.

ATTACHMENT A

WASTE MANAGEMENT PLAN (PART 1-INERT DEBRIS)

Project Title:	W. O. Number:	Date Submitted:
Name & Title of Responsible Person:	Signature:	
Permitted Waste Hauler Name(s) and Permit No(s):		

Material	Facility Name and Address	Tons Diverted	Tons Disposed
1.	2. RECYCLING/REUSE	3.	4.
Asphalt			
Concrete			
Brick			
Dirt			
Mixed Inerts			
Other (Describe)			
Other (Describe)			
5.	DISPOSAL	6.	7.
Other (Describe)			
Other (Describe)			
Other (Describe)			
	DIVERSION AND DISPOSAL TOTALS =		

Percent Recycling = $\frac{\text{Total diversion}}{\text{Total diversion + Total disposed}}$ **X 100 =**

Percent Recycling = $\frac{\quad}{+}$ **X 100 = %**

Does Part 1 (Inert Debris) of this Waste Management Plan meet the minimum recycling requirement of 80% for Inert Debris?

YES ☐ NO ☐

ATTACHMENT A

WASTE MANAGEMENT PLAN (PART 2-ALL OTHER C&D WASTE)

W. O. No.:	Date Submitted:

Contractors Name:

Street address:

City, State, Zip:

Phone: Fax: Email:

Permitted Waste Hauler Name(s) and Permit No(s):

Material	Facility Name and Address	Tons Diverted	Tons Disposed
8.	9. RECYCLING/REUSE	10.	11.
Glass			
Wood/Greenwaste			
Metal			
Cardboard			
Other (Describe)			
	12. DISPOSAL	13.	14.
Other (Describe)			
Other (Describe)			
	CERTIFIED PROCESSING**		
Mixed C&D Waste			
Mixed C&D Waste			
	DIVERSION AND DISPOSAL TOTALS =		

Percent Recycling = $\frac{\text{Total Diversion}}{\text{Total Diversion + Total Disposed}}$ **X 100 =**

Percent Recycling = _____ **X 100 = %**

+

Does Part 2 (All Other C&D Waste) of this Waste Management Plan meet the minimum recycling requirement of 65% for all other C&D Waste? YES ☐ NO ☐

****Recycling tonnages for mixed C&D waste taken to a certified processing facility = total tonnage x recycling rate. Remaining tonnage counts as disposal. Example: 200 tons x 0.80 = 160 tons diverted and 40 tons disposed.**

EXAMPLE WASTE MANAGEMENT PLAN
ATTACHMENT A
WASTE MANAGEMENT PLAN (PART 1-INERT DEBRIS)

Project Title: *Big Street Overcrossing*	W. O. Number: *XYZ12345*	Date Submitted: *01/01/2020*
Name & Title of Responsible Person: *Bobby Lee, Prcject Manager*	Signature: *Bobby Lee*	
Permitted Waste Hauler Name(s) and Permit No(s): *Grava Gravel Haulers, PER-22-333*		

Material	Facility Name and Address	Tons Diverted	Tons Disposed
15.	16. RECYCLING/REUSE	17.	18.
Asphalt	*Inert Recycling Facility A,888 Valle Valley, CA 12345*	*600*	
Concrete	*Inert Recycling Facility A,888 Valle Valley, CA 12345*	***55***	
Brick	*Inert Recycling Facility B, 777 Valle Valley,CA 12345*	*6*	
Dirt	*The Landscaping Co., 222 Valle Valley, CA 12345*	*200*	
Mixed Inerts			
Other (Describe)			
Other (Describe)			
19.	DISPOSAL	20.	21.
Other (Describe)			
Other (Describe)			
Other (Describe)			
	DIVERSION AND DISPOSAL TOTALS =	*861*	

Percent Recycling = $\frac{\textbf{Total diversion}}{\text{Total diversion + Total disposed}}$ **X 100 =**

Percent Recycling = $\frac{\textit{861}}{\textit{861 + 0}}$ **X 100 =** ***100.00 %***

Does Part 1 (Inert Debris) of this Waste Management Plan meet the minimum recycling requirement of 80% for Inert Debris?

YES ☒ NO ☐

ATTACHMENT A

WASTE MANAGEMENT PLAN (PART 2-ALL OTHER C&D WASTE)

W. O. No.: XYZ12345	Date Submitted: 01/01/2020

Contractors Name: Awesome Engineering Contractors

Street address: Circular Drive

City, State, Zip: *Ciudad City, CA 12345*

Phone: (123) 456-7891 Fax: (321) 123-4567 Email: AEC@zmail.com

Permitted Waste Hauler Name(s) and Permit No(s):

Material	Facility Name and Address	Tons Diverted	Tons Disposed
22.	23. RECYCLING/REUSE	24.	25.
Glass			
Wood/Greenwaste	*The Landscaping Co., 222 Valle Valley, CA 12345*	***50***	
Metal	*Kim Loai Metal Recycling, 333 Camino St, CA 12345*	*6*	
Cardboard			
Other (Describe)			
	26. DISPOSAL	27.	28.
Other (Describe)	*Municipal Landfill, 456 Montana Mountains, CA 12345*		*15*
Other (Describe)			
	CERTIFIED PROCESSING**		
Mixed C&D Waste	*Certified Processor A (Recycling Rate = 75% = 0.75)*	***18.75***	*6.25*
Mixed C&D Waste	*25 tons x 0.75 = 18.75 tons recycled and 6.25 tons disposed*		
	DIVERSION AND DISPOSAL TOTALS =	*74.75*	*21.25*

$$\text{Percent Recycling} = \frac{\text{Total Diversion}}{\text{Total Diversion} + \text{Total Disposed}} \times 100 =$$

$$\textbf{Percent Recycling} = \frac{74.75}{74.75 + 21.25} \times 100 = 77.86\ \%$$

Does Part 2 (All Other C&D Waste) of this Waste Management Plan meet the minimum recycling requirement of 65% for all other C&D Waste? YES ☒ NO ☐

****Recycling tonnages for mixed C&D waste taken to a certified processing facility = total tonnage x recycling rate. Remaining tonnage counts as disposal. Example: 200 tons x 0.80 = 160 tons diverted and 40 tons disposed.**

ATTACHMENT B - INSTRUCTION SHEET FOR SOLID WASTE DIVERSION & DISPOSAL REPORT

1. For assistance, contact the Solid Resources Citywide Recycling Division of LA Sanitation & Environment at (213) 485-3460 or sansrcrd_cdrecycling@lacity.org.
2. Please print very clearly or type.
3. All **three (3) pages** of Attachment B and **all** manifests, weight tickets, receipts, reports, invoices, and other supporting documents specifically identifying the projects, the recyclables and solid waste generated by the project, and where the material was sent must be submitted to the inspector with each application for progress payment.
4. Attachment B includes: **Part 1** - Inert Debris, **Part 2** - All Other C&D Waste, **Part 3** - Project Cumulative Total.
5. Must meet ≥80% recycling rate for Inert Debris by end of construction.
6. Must meet ≥65% recycling rate in Metal, wood, green waste, C&D waste, and all other materials by end of construction.
7. In **Part 1 and Part 2,** record:
   a. Material type generated.
   b. Permitted solid waste hauler(s) and permit number(s).
   c. Facility names and addresses where materials were delivered.
   d. Tons diverted/disposed for a particular pay period.
   e. Verify whether Part 1 meets the minimum recycling requirement of 80% for Inert Debris. Verify whether Part 2 meets the minimum recycling requirement of 65% for other C&D Waste. Contractor is to meet the minimum recycling requirements by the end of construction.
8. In **Part 3**, record:
   a. Pay period beginning and period ending
   b. Diversion and disposal for the pay period and cumulative diversion and disposal for the project
   c. Cumulative waste generated (diversion + disposal) for the project
   d. Cumulative recycling rate for the project (diverted/generated)*100
9. The information required includes but is not limited to, the following:
   a. Contractor and project identification information
   b. Actual quantities of **all** materials listed in tons
10. Source-separated material taken to a recycling facility or certified processing facility is 100% recycled.
11. **Calculating recycling and disposal for mixed material taken to a certified processing facility: the total tons taken to certified processing facility times the recycling rate = amount to be recycled. Total taken to facility minus amount to be recycled = amount for disposal. E.g. 100 tons x 0.80 (80% recycling rate) = 80 tons diverted and 20 tons disposed.

ATTACHMENT B
SOLID WASTE DIVERSION AND DISPOSAL REPORT
PART 1 OF 3 - INERT DEBRIS

Project Title:	W. O. Number:	Date Submitted:	Progress Payment #
Company Name:	Daytime Phone Number:		
Period Covered In This Report: From:	To:		
Permitted Waste Hauler Name(s) and Permit No(s):			

Material	29. **Facility Name and Address**	Tons diverted	Tons Disposed
30.	31. RECYCLING/REUSE	32.	33.
Asphalt			
Concrete			
Brick			
Dirt			
Mixed Inerts			
Other (Describe)			
Other (Describe)			
	34. DISPOSAL	35.	36.
Other (Describe)			
Other (Describe)			
Other (Describe)			
	DIVERSION AND DISPOSAL TOTALS * =		

***Copy the Tons Diverted and Tons Disposed totals to Part 3 Project Cumulative Total. Each Report needs to have the totals from every previous Diversion and Disposal Report documented on it, as well as the totals from this Report.**

ATTACHMENT B

SOLID WASTE DIVERSION AND DISPOSAL REPORT
PART 2 OF 3 - ALL OTHER C&D WASTE

W. O. Number:	Date Submitted:
Permitted Waste Hauler Name(s) and Permit No(s):	

Material	37. Facility Name and Address	Tons Recycled	Tons Disposed
38.	39. RECYCLING/REUSE	40.	41.
Metal			
Wood / Lumber			
Greenwaste / Landscaping			
Glass			
Cardboard			
Other (Describe)			
Other (Describe)			
	42. DISPOSAL	43.	44.
Mixed Solid Waste			
Other (Describe)			
Other (Describe)			
45.	CERTIFIED PROCESSING**	46.	47.
Mixed C&D Waste			
Mixed C&D Waste			
Mixed C&D Waste			
	DIVERSION AND DISPOSAL TOTALS* =		

***Copy the Tons Diverted and Tons Disposed totals to Part 3 Project Cumulative Total. Each Report needs to have the totals from every previous Diversion and Disposal Report documented on it, as well as the totals from this Report.**

****Recycling tonnages for mixed C&D waste taken to a certified facility = total tonnage x recycling rate. Remaining tonnage counts as disposal. Example: 200 tons x 0.80 = 160 tons diverted and 40 tons disposed.**

ATTACHMENT B

SOLID WASTE DIVERSION AND DISPOSAL REPORT
PART 3 OF 3 - PROJECT CUMULATIVE TOTAL

W. O. Number:				Date Submitted:			
Period Beginning	Period Ending	*Period Diversion	Cumulative Project Diversion, **R**	*Period Disposal	Cumulative Project Disposal, **D**	Cumulative Waste **G**enerated **R + D**	Cumulative Recycling % (**R**/**G**)100
INERT DEBRIS CUMULATIVE PROJECT HISTORY, REFER TO ATTACHMENT B PART 1 OF 3							
ALL OTHER C&D WASTE CUMULATIVE PROJECT HISTORY, REFER TO ATTACHMENT B PART 2 OF 3							
Does this Report meet the minimum recycling requirement of 80% for Inert Debris and 65% for All Other C&D Waste? Contractor is to meet the minimum recycling requirements of 80% for Inert Debris and 65% for All Other C&D Waste by the end of construction. **YES ☐ NO ☐**							
Name & title of person responsible for the information in this form:				Signature:			

***From appropriate Part 1 or 2 during each period.**
Each Attachment B Part III Report needs to have the Tons Diverted and Tons Disposed from every previous Diversion and Disposal Report documented in it, as well as the totals from this Report. Attach another Part III form and continue information if more rows are needed.

EXAMPLE SOLID WASTE DIVERSION AND DISPOSAL REPORT FOR PROGRESS PAYMENT #1

ATTACHMENT B

SOLID WASTE DIVERSION AND DISPOSAL REPORT
PART 1 OF 3 - INERT DEBRIS

Project Title: *Big Street Overcrossing*	W. O. Number: *XYZ12345*	Date Submitted: *03/15/2020*	Progress Payment # *1*

Company Name: *Awesome Engineering Contractors* Daytime Phone Number: *(123)456-7891*

Period Covered In This Report:

From: *2/1/2020* To: *2/28/2020*

Permitted Waste Hauler Name(s) and Permit No(s): *Grava Gravel Haulers, PER-22-333*

Material	48. **Facility Name and Address**	Tons diverted	Tons Disposed
49.	50. RECYCLING/REUSE	51.	52.
Asphalt	*Inert Recycling Facility A,888 Valle Valley, CA 12345*	*45*	
Concrete	*Inert Recycling Facility A,888 Valle Valley, CA 12345*	***10***	
Brick	*Inert Recycling Facility B, 777 Valle Valley, CA 12345*	*6*	
Dirt	*The Landscaping Co., 222 Valle Valley, CA 12345*	*150*	
Mixed Inerts			
Other (Describe)			
Other (Describe)			
	53. DISPOSAL	54.	55.
Other (Describe)			
Other (Describe)			
Other (Describe)			
	DIVERSION AND DISPOSAL TOTALS * =	*211*	

***Copy the Tons Diverted and Tons Disposed totals to Part 3 Project Cumulative Total. Each Report needs to have the totals from every previous Diversion and Disposal Report documented on it, as well as the totals from this Report.**

ATTACHMENT B

SOLID WASTE DIVERSION AND DISPOSAL REPORT
PART 2 OF 3 - ALL OTHER C&D WASTE

W. O. Number: *XYZ12345*	Date Submitted: *03/15/2020*

Permitted Waste Hauler Name(s) and Permit No(s): *Grava Gravel Haulers, PER-22-333*

Material	56. **Facility Name and Address**	Tons Recycled	Tons Disposed
57.	58. RECYCLING/REUSE	59.	60.
Metal	*Kim Loai Metal Recycling, 333 Camino St, CA 12345*	*2*	
Wood / Lumber	***The Landscaping Co., 222 Valle Valley, CA 12345***	***15***	
Greenwaste / Landscaping			
Glass			
Cardboard			
Other (Describe)			
Other (Describe)			
	61. DISPOSAL	62.	63.
Mixed Solid Waste	*Municipal Landfill, 456 Montana Mountains, CA 12345*		*1*
Other (Describe)			
Other (Describe)			
64.	CERTIFIED PROCESSING**	65.	66.
Mixed C&D Waste	*Certified Facility A (Recycling Rate = 75% = 0.75)*	*9*	*3*
Mixed C&D Waste	***12 tons x 0.75 = 9.00 tons recycled and 3.00 tons disposed***		
Mixed C&D Waste			
Mixed C&D Waste			
	DIVERSION AND DISPOSAL TOTALS* =	*26*	*4*

***Copy the Tons Diverted and Tons Disposed totals to Part 3 Project Cumulative Total. Each Report needs to have the totals from every previous Diversion and Disposal Report documented on it, as well as the totals from this Report.**

****Recycling tonnages for mixed C&D waste taken to a certified facility = total tonnage x recycling rate. Remaining tonnage counts as disposal. Example: 200 tons x 0.80 = 160 tons diverted and 40 tons disposed.**

ATTACHMENT B

INERT SOLID WASTE DIVERSION AND DISPOSAL REPORT
PART 3 OF 3 - PROJECT CUMULATIVE TOTAL

W. O. Number: *XYZ12345*	Date Submitted: *03/15/2020*

Period Beginning	Period Ending	*Period Diversion	Cumulative Project Diversion, **R**	*Period Disposal	Cumulative Project Disposal, **D**	Cumulative Waste **G**enerated **R + D**	Cumulative Recycling % (**R**/**G**)100
INERT DEBRIS CUMULATIVE PROJECT HISTORY, REFER TO ATTACHMENT B PART 1 OF 3							
2/1/2020	*2/28/2020*	*211*	*211*	*0*	*0*	*211*	*100(211/211)= 100.00*
ALL C&D OTHER WASTE CUMULATIVE PROJECT HISTORY, REFER TO ATTACHMENT B PART 2 OF 3							
2/1/2020	*2/28/2020*	*26*	*26*	*4*	*4*	*26+4=30*	*100(26/30)= 86.67*

Does this Report meet the minimum recycling requirement of 80% for Inert Debris and 65% for All Other C&D Waste? Contractor is to meet the minimum recycling requirements of 80% for Inert Debris and 65% for All Other C&D Waste by the end of construction.

YES ☒ NO ☐

Name & title of person responsible for the information in this form: *Bobby Lee, Project Manager*	Signature: *Bobby Lee*

***From appropriate Part 1 or 2 during each period.**
Each Attachment B Part III Report needs to have the Tons Diverted and Tons Disposed from every previous Diversion and Disposal Report documented in it, as well as the totals from this Report.
Attach another Part III form and continue information if more rows are needed.

EXAMPLE SOLID WASTE DIVERSION AND DISPOSAL REPORT FOR PROGRESS PAYMENT #2

ATTACHMENT B

SOLID WASTE DIVERSION AND DISPOSAL REPORT

PART 1 OF 3 - INERT DEBRIS

Project Title: *Big Street Overcrossing*	W. O. Number: *XYZ12345*	Date Submitted: *04/15/2020*	Progress Payment # *2*

Company Name: *Awesome Engineering Contractors* Daytime Phone Number: *(123)456-7891*

Period Covered In This Report:

From: *3/1/2020* To: *3/31/2020*

Permitted Waste Hauler Name(s) and Permit No(s): *Grava Gravel Haulers, PER-22-333*

Material	67. **Facility and Location**	Tons diverted	Tons Disposed
68.	69. RECYCLING/REUSE	70.	71.
Asphalt	*Inert Recycling Facility A,888 Valle Valley, CA 12345*		
Concrete	*Inert Recycling Facility A,888 Valle Valley, CA 12345*	***300***	
Brick	*Inert Recycling Facility B, 777 Valle Valley, CA 12345*		
Dirt	*The Landscaping Co., 222 Valle Valley, CA 12345*	*100*	
Other (Describe)			
Other (Describe)			
	72. DISPOSAL	73.	74.
Other (Describe)			
Other (Describe)			
Other (Describe)			
	DIVERSION AND DISPOSAL TOTALS * =	*400*	

***Copy the Tons Diverted and Tons Disposed totals to Part 3 Project Cumulative Total. Each Report needs to have the totals from every previous Diversion and Disposal Report documented on it, as well as the totals from this Report.**

ATTACHMENT B

SOLID WASTE DIVERSION AND DISPOSAL REPORT

PART 2 OF 3 - ALL OTHER C&D WASTE

W. O. Number: *XYZ12345*	Date Submitted: *04/15/2020*

Permitted Waste Hauler Name(s) and Permit No(s): *Grava Gravel Haulers, PER-22-333*

Material	75. Facility and Location	Tons Recycled	Tons Disposed
76.	77. RECYCLING/REUSE	78.	79.
Metal	*Kim Loai Metal Recycling, 333 Camino St, CA 12345*	*1*	
Wood / Lumber	***The Landscaping Co., 222 Valle Valley, CA 12345***	***16***	
Greenwaste / Landscaping			
Glass			
Cardboard			
Other (Describe)			
Other (Describe)			
	80. DISPOSAL	81.	82.
Mixed Solid Waste	*Municipal Landfill, 456 Montana Mountains, CA 12345*		*1*
Other (Describe)			
Other (Describe)			
Other (Describe)			
83.	CERTIFIED PROCESSING**	84.	85.
Mixed C&D Waste	*Certified Processor A (Recycling Rate = 75% = 0.75)*	*7.5*	*3.5*
Mixed C&D Waste	***10 tons x 0.75 = 7.5 tons recycled and 2.5 tons disposed***		
Mixed C&D Waste			
Mixed C&D Waste			
	DIVERSION AND DISPOSAL TOTALS* =	*24.5*	*4.5*

***Copy the Tons Diverted and Tons Disposed totals to Part 3 Project Cumulative Total. Each Report needs to have the totals from every previous Diversion and Disposal Report documented on it, as well as the totals from this Report.**

****Recycling tonnages for mixed C&D waste taken to a certified facility = total tonnage x recycling rate. Remaining tonnage counts as disposal. Example: 200 tons x 0.80 = 160 tons diverted and 40 tons disposed.**

ATTACHMENT B

INERT SOLID WASTE DIVERSION AND DISPOSAL REPORT
PART 3 OF 3 - PROJECT CUMULATIVE TOTAL

W. O. Number: *XYZ12345*				Date Submitted: *04/15/2020*			
Period Beginning	Period Ending	*Period Diversion	Cumulative Project Diversion, **R**	*Period Disposal	Cumulative Project Disposal, **D**	Cumulative Waste **G**enerated **R + D**	Cumulative Recycling % (**R/G**)100
INERT DEBRIS CUMULATIVE PROJECT HISTORY, REFER TO ATTACHMENT B PART 1 OF 3							
2/1/2020	*2/28/2020*	*211*	*211*	*0*	*0*	*211*	*100(211/211)= 100.00*
3/1/2020	*3/31/2020*	*400*	*211+400=611*	*0*	*0*	*211+400=611*	*100(611/611)= 100.00*
ALL OTHER C&D WASTE CUMULATIVE PROJECT HISTORY, REFER TO ATTACHMENT B PART 2 OF 3							
2/1/2020	*2/28/2020*	*26*	*26*	*4*	*4*	*26+4=30*	*100(26/30)= 86.67*
3/1/2020	*3/31/2020*	*24.5*	*26+24.5=50.5*	*4.5*	*4+4.5=8.5*	*50.5+8.5=59*	*100(50.5/59)= 85.59*

Does this Report meet the minimum recycling requirement of 80% for Inert Debris and 65% for All Other C&D Waste? Contractor is to meet the minimum recycling requirements of 80% for Inert Debris and 65% for All Other C&D Waste by the end of construction.

YES ☒ NO ☐

Name & title of person responsible for the information in this form: *Bobby Lee, Project Manager*	Signature: *Bobby Lee*

***From appropriate Part I or II during each period.**
Each Attachment B Part III Report needs to have the Tons Diverted and Tons Disposed from every previous Diversion and Disposal Report documented in it, as well as the totals from this Report.
Attach another Part III form and continue information if more rows are needed.

SECTION 01581
PROJECT SIGNS

1.1 THE REQUIREMENT

A. The names, addresses and specialties of CONTRACTORS, Subcontractors, architects, or engineers may be displayed on removable signs. The size and location shall be subject to the ENGINEER'S approval. Commercial advertising matter shall not be attached to or painted on the surfaces of buildings, fences, canopies, or barricades.

B. C-18 and/or C-19 and C-13 ADVANCE CONSTRUCTION NOTICE SIGNS per Standard Plan S-791-1 are required. The INSPECTOR will determine the appropriate locations.

(END OF SECTION)

SECTION 01601
BUY CLEAN CALIFORNIA ACT

THE REQUIREMENT

A. For projects that include eligible materials as defined in this section, the CONTRACTOR shall provide current Environmental Product Declarations (EPDs) of eligible materials after project award and meet the State of California maximum limits for Global Warming Potential (GWP) as listed by the State's Department of General Services, if/when made available. Additional information regarding GWP limits may be found at the following website:
https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Buy-Clean-California-Act

B. Eligible Materials:
   1. Materials/products Requiring Facility-Specific EPDs:
      a. Steel: This includes structural steel (hot-rolled sections, hollow structural sections, and plates) and carbon steel reinforcement used in concrete or masonry.
   2. Materials/products Requiring Industry-Average or Facility-Specific EPDs:
      a. Flat glass
      b. Mineral wool board insulation
      c. Concrete

C. A submitted facility-specific or industry-average Environmental Product Declaration (EPD) must be a current Type III as defined by the International Organization for Standardization (ISO) Standard 14025, and has been 3rd Party verified following applicable Product Category Rules (PCRs). Credentials of 3rd Party showing them to be subject matter experts must be provided by the CONTRACTOR upon request. Minimum stage of coverage for EPDs shall consist of the production life cycle (i.e. product stage) or "cradle to gate". PCR shall be as identified by California Department of General Services for the Buy Clean California Act (BCCA). For concrete, PCR shall be ISO 21930:2017.

D. The required EPDs shall be provided with the submittal of each eligible material used in this contract. See project-specific technical specifications, when applicable, for additional information. Depending on the number of facilities, and product types being proposed by the Contractor, more than one eligible material submittal of the same type may be required. Once approved, the CONTRACTOR must also provide a copy of the approved EPDs with the payment request to the INSPECTOR.

E. Restrictions:

   1. The CONTRACTOR shall not install any eligible materials or incorporate into the work in any way until the associated submittal with the required EPDs have been provided and approved, unless otherwise agreed upon by the ENGINEER. Payment for specific eligible material will be withheld until the EPDs for these materials are approved by the ENGINEER and submitted along with the progress payment requests.

2. The CONTRACTOR may be assessed liquidated damages for failure to complete the project within the time fixed by the terms of the contract resulting from Contractor delays associated with submission and approval of the required EPDs.

(END OF SECTION)

SECTION 01611
GUARANTY / WARRANTY

1.1 THE REQUIREMENT

A. The CONTRACTOR shall and does hereby warrant and guaranty that all work executed under this Contract will be free from defects of materials and workmanship for a period of one (1) year from the date of Final Field Acceptance of the project as evidenced by the issuance of a "Statement of Completion" by the Inspector, except for certain specific items of Work, materials and equipment requiring a guaranty or warranty for a greater period of time as may be required elsewhere in the Contract Documents. In the event, however, that portions of the Work are sufficiently complete to allow use or occupancy by the CITY in the manner and for the purposes intended prior to final completion and acceptance of the project, the guarantee period will commence on the date shown on the "Statement of Partial Completion."

B. The CONTRACTOR hereby agrees to indemnify and save harmless the CITY, and their officers, agents and employees against and from all claims and liability arising from damage and injury due to said defects. The CONTRACTOR shall repair or replace, at no cost to the CITY, any and all such defective Work and all other Work damaged thereby, which becomes defective during the term of the above-mentioned guaranties and warranties.

C. Within thirty (30) calendar days prior to completion of all Work, the CONTRACTOR shall submit to the CITY original copies of all manufacturers' product guaranties and warranties covering all supplied and installed equipment and, where applicable, systems.

D. In addition to the requirements of INSURANCE, Contract Bonds, of the GENERAL CONDITIONS, it shall be understood that the Surety for the faithful performance bond, submitted in conformance with the terms of the Contract for this project, is liable on its bond for all obligations of the CONTRACTOR including guaranty provisions. The "Performance Bond" shall remain in effect until the end of the guarantee period.

E. The CONTRACTOR shall, within twenty-four (24) hours of notice from the ENGINEER of any Work not in accordance with the requirements of the Contract, or any defects in the Work, commence and prosecute with due diligence all work necessary to fulfill the terms of this Section and to complete the Work within a period of time as approved by the ENGINEER. The CONTRACTOR shall notify the ENGINEER of the repair schedule before commencing the repairs and notify the ENGINEER to arrange for inspection. The CONTRACTOR shall submit a written report of the defect and methods of correction. In the event of failure by the CONTRACTOR and/or its Surety to respond to the notice or to complete the Work required by this Section within the time specified, the CITY shall proceed to have such Work done at the CONTRACTOR's expense. The CONTRACTOR or its Surety shall promptly reimburse the CITY all direct and indirect cost associated with performing this Work.

F. Repairs, replacements or changes made under the requirements of this Section shall be warranted for the specified guarantee period, but no less than one year, beginning on the date of acceptance of the repairs, replacements or changes.

(END OF SECTION)

SECTION 01630
SUBSTITUTIONS AND "OR EQUAL" SUBMITTAL

1.1 THE REQUIREMENT

A. The CONTRACTOR may supply any of the materials specified or offer an equivalent. The ENGINEER shall determine whether the material offered is equivalent to that specified. The CONTRACTOR shall make all "Or Equal" submittals within thirty (30) calendar days after issuance of Notice to Proceed. Any request or submittal received after the specified period will be considered as NOT EQUAL to that so specified and will be processed as a substitution described hereinafter.

B. Whenever any particular material, process, or equipment is indicated by patent, proprietary or brand name, or by name of manufacturer, such wording is used for the purpose of facilitating its description and shall be deemed to be followed by the words 'or equal.' A listing of materials is not intended to be comprehensive, or in order of preference. The CONTRACTOR may offer any material, process, or equipment considered to be equivalent to that indicated. The substantiation of offers shall be submitted as provided in the Contract Documents.

C. The CONTRACTOR shall, at its expense, furnish data concerning items offered by it as equivalent to those specified. The CONTRACTOR shall have the material tested as required by the ENGINEER to determine that the quality, strength, physical, chemical, or other characteristics, including durability, finish, efficiency, dimensions, service, and suitability are such that the items will fulfill its intended function.

D. Test methods shall be subject to the approval of the ENGINEER. Test results shall be reported promptly to the ENGINEER, who will evaluate the results and determine if the substituted items are equivalent. The ENGINEER'S findings shall be final. Installation and use of substituted items shall not be made until approved by the ENGINEER.

E. All manufacturers' data submitted to the ENGINEER for review and acceptance shall clearly identify each proposed substitute with the corresponding Contract Drawing detail and Specification Section. If the ENGINEER decides to accept for use in the Project a material, process or article which is not the equal of that specified, substitution shall be made in the manner described in CHANGES AND EXTRA WORK of the GENERAL CONDITIONS, with a credit to the CITY for the difference in value.

F. The ENGINEER shall determine whether the material offered is equivalent to that specified. Any revision to structures, piping, mechanical, electrical, instrumentation, or any other work made necessary by such substitution must be approved by the ENGINEER, and the entire cost both direct and indirect of these revisions shall be borne by the CONTRACTOR.

G. Any materials, process, or article may be requested as a substitution by the CONTRACTOR, in lieu of that specified, under the following conditions:

1. Requests must be submitted in writing and in the manner described in SHOP DRAWINGS / SUBMITTALS of these GENERAL REQUIREMENTS.

2. Requests must be submitted thirty (30) calendar days prior to starting the work, as established by the ENGINEER, so as not to cause any delay in completion of the Project. No other request will be considered after expiration of the period specified, except that in exceptional cases where it is determined to be in the best interest of the CITY, as approved by the ENGINEER.

3. The CONTRACTOR agrees to pay for all Engineering and design services, if required, to make all changes and adjustments in material and work of all trades directly or indirectly affected by the substitute, to the satisfaction of the ENGINEER, at no cost to the CITY.

4. All requests for substitution shall be made through the CONTRACTOR. Submissions by the CONTRACTOR shall imply the CONTRACTOR'S approval of such substitution.

5. No requests for substitutions will be considered during the bidding period.

6. The CONTRACTOR shall furnish adequate data with each request for approval of a substitute to enable the ENGINEER to evaluate the proposed substitution.

7. If a substitute offered by the CONTRACTOR is not found to be equal to the specified material, then CONTRACTOR shall furnish and install the specified material.

8. The specified Contract completion time shall not be affected by any circumstance developing from the provisions of this Section.

(END OF SECTION)

SECTION 01711
SITE INVESTIGATION

1.1 THE REQUIREMENT

A. CONTRACTOR shall investigate the Jobsite prior to Bid and during construction to ascertain all conditions affecting necessary procedures and sequencing of the Work operations in the execution of the Contracted Work in accordance with the requirements shown, herein and elsewhere.

1. **C**ONTRACTOR shall report to the ENGINEER, prior to the Bid, any adverse condition(s), which would affect the proper execution of the Contracted Work and shall not proceed until instructed by the ENGINEER. Except as provided in GENERAL REQUIREMENTS Section 01253 – DIFFERING SITE CONDITION, failure to report any such conditions shall constitute acceptance of all site conditions, and any required removal, repair, or replacement caused by unsuitable conditions shall be performed by the CONTRACTOR at its sole cost and expense.

2. Start of Contracted Work at the Jobsite shall imply CONTRACTOR'S acceptance of job conditions.

B. Work Determination: CONTRACTOR shall satisfy itself regarding job/site conditions, the nature and types of work to be performed and shall be responsible for the determination of all classes of work to be accomplished at the Jobsite or at the manufacturer's plant.

C. Allotted Working Space: CONTRACTOR shall limit work operations to the "working site" or "Jobsite" or "Worksite," and areas immediately adjacent thereto, as shown on the Contract Drawings, specified or authorized by the CITY ENGINEER.

1.2 UTILITY LOCATION

A. **General**

1. Where underground main distribution conduits, such as water, gas, sewer, electric power, telephone or cable televisions are shown on the Plans, the CONTRACTOR shall assume that every property parcel will be served by a service connection for each type of utility. If a water meter needs to be relocated, contact LADWP for its relocation. The CONTRACTOR shall be responsible to reconnect the new plumbing from the existing private service to the new meter location. All costs associated with the relocation shall be included in the CONTRACTOR'S bid for access pits. If the pit location is changed during construction, the CONTRACTOR shall be responsible for all associated costs.

2. As provided in Section 4216 of the California Government Code, at least two (2) working days prior to commencing any excavation, the CONTRACTOR shall contact the regional notification center (Underground Service Alert of Southern California) and obtain an inquiry identification number. Refer to PROTECTION OF PERSONS AND PROPERTY AND RESTORATION OF EXISTING IMPROVEMENTS of the GENERAL CONDITIONS.

3. The California Department of Transportation is not required by Section 4216 of the California Government Code to become a member of the regional notification center. The CONTRACTOR shall contact it for location of its subsurface installation.

4. The CONTRACTOR shall determine the location and depth of all utilities, including service connections, which have been marked by the respective owners and which may affect or be affected by its operations. If no pay item is provided in the Contract for this work, full compensation for such work shall be considered as included in the prices bid for other items of work.

B. Coordination

1. The CONTRACTOR is advised that the Drawings usually depict the location of substructures as they existed when the project was designed. Present-day information may indicate that new facilities may have been added, or are going to be added, or that some of those substructures are now, or will be, relocated, abandoned, removed, lowered, raised, blanketed, encased, enlarged, protected, or altered in some other way. The CONTRACTOR shall carefully examine the proposed construction site prior to Bid and during construction for any evidence of recent surfacing of excavations, or the possible conflict with surface or aerial installations, and the latest substructure maps, and bid accordingly. If further information or clarification is desired, CONTRACTOR is urged to immediately contact the following:

   a. The appropriate utility companies;
   b. The appropriate District Office of the Bureau of Engineering; and/or
   c. City of Los Angeles, Utility Coordination Section of the Project Award and Control Division
      1149 S. Broadway, Suite 140,
      Los Angeles, CA 90015
      (213) 847-0624.

2. Review and verify with the information indicated on the Contract Drawings

1.3 Utility Protection

A. The CONTRACTOR shall not interrupt the service function or disturb the support of any utility without authority from the owner or order from the CITY. All valves, switches, vaults, and meters shall be maintained readily accessible for emergency shutoff.

B. Where protection is required to ensure support of utilities located as shown on the Plans or in accordance with Subsection 1.2 – Utility Location, above, the CONTRACTOR shall, unless otherwise provided, furnish and place the necessary protection at its expense.

C. Upon learning of the existence and location of any utility omitted from or shown incorrectly on the Plans, the CONTRACTOR shall immediately notify the ENGINEER in writing. When authorized by the ENGINEER, support or protection of the utility will be paid for as provided in SECTION 01254 – CHANGE ORDERS of the GENERAL REQUIREMENTS.

D. The CONTRACTOR shall immediately notify the ENGINEER and the utility owner if any utility is disturbed or damaged. The CONTRACTOR shall bear the costs of repair or replacement of any utility damaged if located as noted above, in Subsection 1.2 – Utility Location.

E. When placing concrete around or contiguous to any non-metallic utility installation, the CONTRACTOR shall, at its expense:

1. Furnish and install a 50mm (2 inch) cushion of expansion joint material or other similar resilient material; or
2. Provide a sleeve or other opening which will result in a 50mm (2 inch) minimum-clear annular space between the concrete and the utility; or
3. Provide other acceptable means to prevent embedment in or bonding to the concrete.

1.4 Utility Removal

A. Unless otherwise specified, the CONTRACTOR shall remove all interfering portions of utilities shown on the Plans or indicated in the Bid documents as "abandoned" or "to be abandoned in place". Before starting removal operations, the CONTRACTOR shall ascertain from the CITY whether the abandonment is complete, and the costs involved in the removal and disposal shall be included in the Bid for the items of work necessitating such removals.

1.5 Utility Relocation

A. When feasible, the owners responsible for utilities within the area affected by the Work will complete their necessary installations, relocations, repairs, or replacements before commencement of work by the CONTRACTOR. When the Plans or Specifications indicate that a utility installation is to be relocated, altered, or constructed by others, the CITY will conduct all negotiations with the owners and work will be done at no cost to the CONTRACTOR, except as provided in SSPWC Section 301-1.6. Utilities which are relocated in order to avoid interference shall be protected in their position and the cost of such protection shall be included in the Bid for the items of Work necessitating such relocation.

B. After award of the Contract, portions of utilities which are found to interfere with the Work will be relocated, altered or reconstructed by the owners, or the ENGINEER may order changes to the Work to avoid interference. Such changes will be paid for in accordance with SECTION 01254 – CHANGE ORDERS of the GENERAL REQUIREMENTS. However, for interfering City owned utilities identified on the Plans including but not limited to sewers, storm-drains, traffic signal or streetlight conduits and appurtenances, their restoration, alteration, or reconstruction shall be performed by the CONTRACTOR and the associated cost shall be included in the CONTRACTOR's bid.

C. When the Plans or Specifications provide for the CONTRACTOR to alter, relocate, or reconstruct a utility, all costs for such work shall be included in the Bid for the items of work necessitating such work. Temporary or permanent relocation or alteration of utilities requested by the CONTRACTOR for its convenience shall be its responsibility and it shall make all arrangements and bear all costs.

D. The utility owner will relocate service connections as necessary within the limits of the Work or within temporary construction or slope easements. When directed by the ENGINEER, the CONTRACTOR shall arrange for the relocation of service

connections as necessary between the meter and property line, or between a meter and the limits of temporary construction or slope easements. The relocation of such service connections will be paid for in accordance with the provisions of SECTION 01254 – CHANGE ORDERS of the GENERAL REQUIREMENTS. Payment will include the restoration of all existing improvements which may be affected thereby. The CONTRACTOR may agree with the owner of any utility to disconnect and reconnect interfering service connections. The CITY will not be involved in any such agreement.

1.6 Utility Delays

A. The CONTRACTOR shall notify the ENGINEER of its construction schedule insofar as it affects the protection, removal, or relocation of utilities. Said notification shall be included as part of the construction schedule required in SECTION 01321 - CONTRACTOR'S CONSTRUCTION SCHEDULE AND REPORTS OF THE GENERAL REQUIREMENTS. The CONTRACTOR shall notify ENGINEER in writing of any subsequent changes in the construction schedule which will affect the time available for protection, removal, or relocation of utilities.

B. The CONTRACTOR will not be entitled to damages or additional payment for delays attributable to the utility relocations or alterations if correctly located, noted, and completed in accordance with 1.2 Utility Location, above.

C. The CONTRACTOR may be given an extension of time for unforeseen delays attributable to the unreasonably protracted interference by utilities in performing Work correctly shown on the Plans

D. The CITY will assume responsibility for the timely removal, relocation, or protection of existing main or trunkline utility facilities within the area affected by the Work if such utilities are not identified in the Contract Documents. The CONTRACTOR will not be assessed liquidated damages for any delay caused by failure of CITY to provide for the timely removal, relocation, or protection of such existing facilities.

E. If the CONTRACTOR sustains loss due to delays attributable to interferences, relocations, or alterations not covered by Subsection 1.2 - Utility Location, above, which could not have been avoided by the judicious handling of forces, equipment, or plant, there shall be paid to the CONTRACTOR such amounts as the ENGINEER may find to be fair and reasonable compensation for such part of the CONTRACTOR'S actual loss as was unavoidable and the CONTRACTOR may be granted an extension of time.

F. Payment to the CONTRACTOR for actual loss due to a protracted utility delay shall be calculated based on wage increases, price increases of material and equipment, additional insurance costs and actual direct costs of maintaining the Worksite incurred because of the utility delay.

1.7 Utility Cooperation.

A. When necessary, the CONTRACTOR shall so conduct its operations as to permit access to the Worksite and provide time for utility work to be accomplished during the progress of the Work.

(END OF SECTION)

SECTION 01721
MOBILIZATION

1.1 THE REQUIREMENT

A. General

Mobilization is included as a Contract Bid Item in the Bid Proposal Form which includes the cost of labor, equipment, materials, and incidentals for doing all the work in mobilization (in advance of construction operations and not directly attributable to any specific bid item).

Mobilization shall include, but not be limited to, the following items, all as required for the proper performance and completion of the Work:

1. Obtaining all permits, licenses, insurance, and bonds. Providing copies to the ENGINEER.
2. Moving onto the Jobsite all of CONTRACTOR'S plant and equipment as required.
3. Mobilizing to multiple jobsites.
4. Requesting the Los Angeles Department of Transportation for "no parking" permits and signages
5. Distributing Notice to Residents prior to the start of construction
6. Developing construction water supply.
7. Providing sanitary facilities or connecting to onsite sanitary facilities as specified.
8. Providing for potable water facilities as specified. This includes a means by which all on site CONTRACTOR, Subcontractor or supplier personnel can wash their hands with soap.
9. Submitting all required Subcontractor insurance certificates and bonds.
10. Posting all CAL/OSHA required notices and establishment of safety programs.
11. Having the CONTRACTOR'S representative at the Jobsite full time.
12. Furnishing of Construction Schedule, Contract Price Breakdown and Submittal Schedule.
15. Installing Building Credit signs and Advance Construction Notice signs. The Building Credit sign shall be submitted to the ENGINEER for approval prior to installation. Refer to GR Section 01581 – Project Signs, for additional requirements.

B. Temporary Construction Utilities

1. Construction Water:

a. Water shall be provided by the CONTRACTOR as needed.

2. Construction Power:

a. The CONTRACTOR shall provide all electrical power required in performance of the Work and shall pay all installation charges and monthly bills in connection therewith. The CONTRACTOR shall provide and maintain all temporary and permanent power. The CONTRACTOR shall pay for all permits. All temporary connections for electricity shall be subject to approval of the ENGINEER and the power company representative, and shall be removed in like manner at the CONTRACTOR'S expense prior to final acceptance of the Work.

D. Contractor's Temporary Storage Facilities

1. The CONTRACTOR shall provide an adequate temporary shed on the site in a location designated by the ENGINEER for the safe storage of material and equipment. The shed

shall be weathertight with a wood floor above grade. The shed shall be removed upon completion of the Work, or when so ordered by the ENGINEER.

E. Sanitary Facilities

1. The CONTRACTOR shall provide adequate sanitary conveniences of an approved type for the use of persons employed on the Work, and properly secluded from public observation, shall be provided and maintained by the CONTRACTOR in such a manner and at such points as shall be required or approved by the INSPECTOR. These conveniences shall be maintained at all times without nuisances and their use shall be strictly enforced. Upon completion of the Contracted Work, they shall be removed from the premises, leaving the premises clean and free from a nuisance.

G. Protection Enclosures

1. Precautions shall be exercised by the CONTRACTOR at all times for the protection of persons and property.

2. CONTRACTOR shall furnish (or cause to be furnished) and maintain for the duration of Contracted Work, all scaffolds, covers, tarpaulins, canopies, warning signs, steps, bridges and other temporary construction and other protective devices as required by the INSPECTOR and the Local and State Rules, Ordinances and/or Regulations necessary for protection of public and private property and public safety.

3. Such enclosures shall be of reasonably good appearance and shall be maintained free of signs, posters, writing, markings and any other thing which would detract from a reasonably good appearance.

H. Temporary Fencing and Gates

1. Provide and maintain for the duration of the Contracted Work temporary [plywood] [chain link] fencing of design and type needed to prevent entry onto the Jobsite and exterior Work area by the public.

2. Construction shall conform to the **2017** Los Angeles City Building Codes and Amendments where adjacent to any public way.

K. Permits

1. The CONTRACTOR shall be responsible for obtaining and paying for all permits, licenses and fees in a timely manner, in accordance with Section 00217 of the General Conditions. The CONTRACTOR shall be aware of the expiration date of all building permits, plan checks and/or extensions when the ENGINEER turns over such documents to the CONTRACTOR for construction use. If the CONTRACTOR does not obtain the permits in a timely manner, the CONTRACTOR shall be responsible for the delay, and the additional cost incurred as a result of the delay, in obtaining and paying for the permits or licenses (such as costs to re-plan check, plan modification due to code changes, etc).

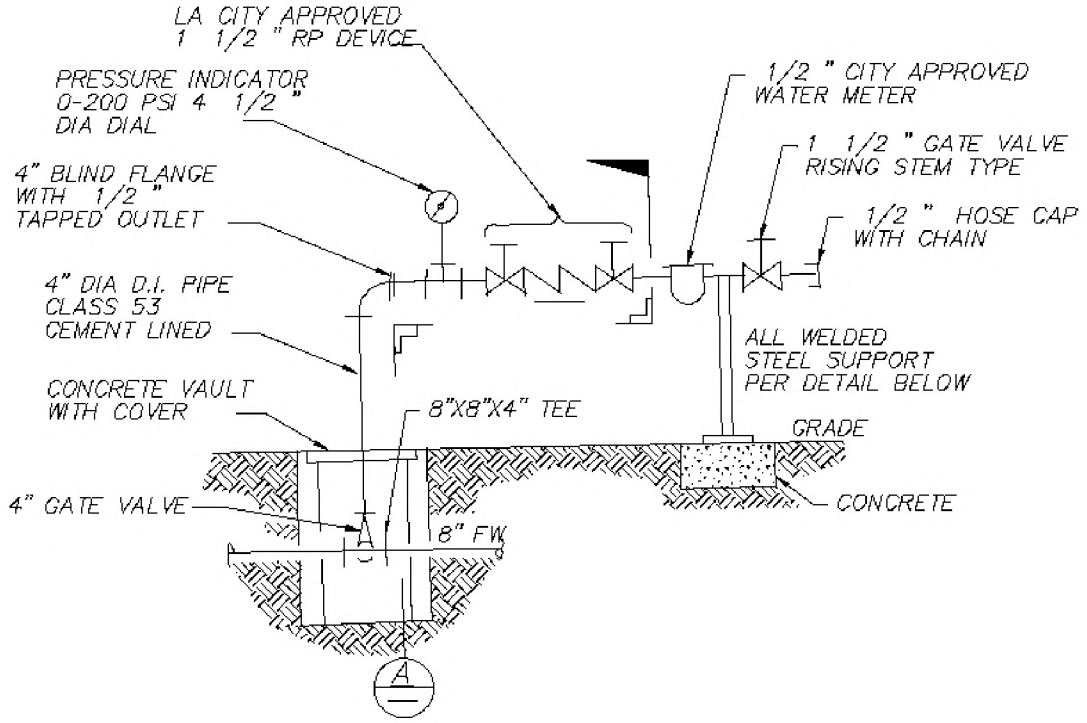
(END OF SECTION)

(SEE ATTACHMENT)

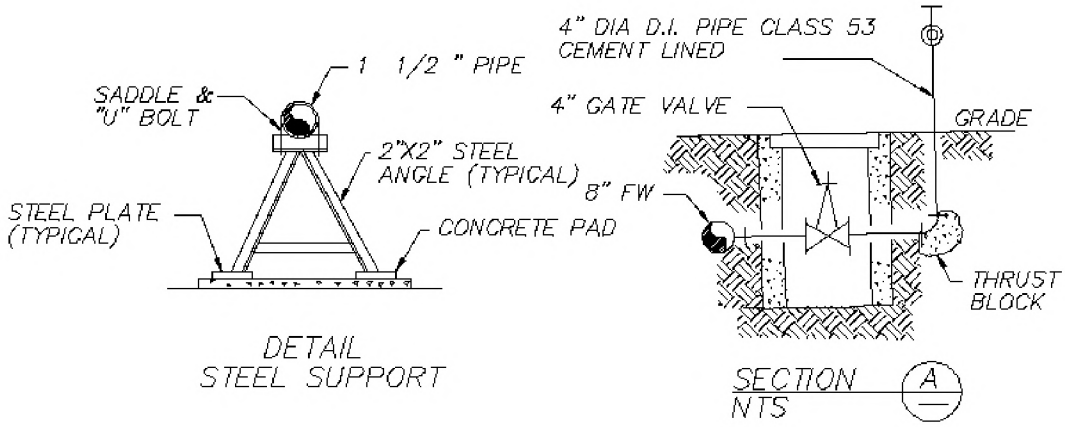
ATTACHMENTS TO SECTION 01721

Attachments to General Requirements Section 01721 consists of one (1) document, as follows:

ATTACHMENT NUMBER	TITLE OF ATTACHMENT	NUMBER OF PAGES IN THIS ATTACHMENT
01721-A1	Construction Water Supply Schematic	1



CONSTRUCTION WATER SUPPLY DETAIL
NTS



CONSTRUCTION WATER SUPPLY SCHEMATICS
NTS

SECTION 01722
SURVEYING

FOR CONSTRUCTION ORDERS INDICATED AS CITY-DESIGNED / EXHIBIT PROJECTS

1.1 THE REQUIREMENT

A. Permanent Survey Control Network Markers

1. The CITY Surveyor will establish horizontal and vertical control by recovering or reestablishing city centerline control monuments and identifying city benchmarks. The CONTRACTOR shall be responsible to protect all preconstruction control network reference points. In the case, where the monuments are to be removed or damaged by the CONTRACTOR, the CONTRACTOR shall notify the ENGINEER / CITY Surveyor in writing seven (7) calendar days before starting the Work. There will be a charge to the CONTRACTOR for replacing monuments and benchmarks that are disturbed by the CONTRACTOR prior to the CITY Surveyor establishing adequate reference points.

B. Staking Requests

1. The CONTRACTOR shall complete a survey request form seven (7) full working days in advance by contacting the appropriate office in the following list. Additional lead time will facilitate services.

2. The form shall state exactly what and when the services are needed. Services such as painting removals, type of stakes, location, limits, offset directions and distance from stakes shall be indicated. The CONTRACTOR shall indicate the Project title, job work order number, Project address and telephone number(s) of the CONTRACTOR'S contact person. A copy of the request can be emailed to the Bureau of Engineering Survey Division at the following address: Eng.surdivisionwr@lacity.org and a copy shall be sent to the ENGINEER.

Valley District Survey Office (818) 374-4660
6262 Van Nuys Blvd. Suite 350
Van Nuys, CA 91401
Email Address: Eng.surdivisionwr@lacity.org

Central District Survey Office (213) 473-0608
555 Ramirez St, Space 250
Los Angeles, CA 90012
Email Address: Eng.surdivisionwr@lacity.org

3. The CONTRACTOR is responsible for protecting all survey stakes requested. There will be a fee for re-staking survey stakes lost due to neglect by the CONTRACTOR.

4. If applicable, the CONTRACTOR may pick up grade sheets at a location mutually agreed upon by the CONTRACTOR, ENGINEER, and CITY Surveyor.

5. If more than one survey is requested, the CONTRACTOR shall initiate all survey requests by priority number. Subcontractor's staking requests shall go through the CONTRACTOR.

6. The CITY Surveyor performing construction layout shall receive copies of all Change Orders, preliminary and final, plan clarifications, requests for information and shop Drawings affecting survey from the ENGINEER.

7. When survey services are required on CITY holidays or weekends, a written request must be sent to the CITY'S Principal Surveyor seven (7) full working days before such services are required, with one duplicate copy of the request given to the ENGINEER for approval.

Mr. Bill Knight, Principal Surveyor
Bureau of Engineering, Survey Division
201 N. Figueroa Street, Suite 1100
Los Angeles, CA 90012
William.knight@lacity.org

8. The CONTRACTOR shall perform and be responsible for the accurate layout of all portions of the Contracted Work, and shall verify all dimensions on the Contract Drawings and shall report to the ENGINEER, any discrepancies before proceeding with related Work.

9. All Work shall conform to the lines, elevations and grades shown on the Drawings.

10. Unless otherwise specified, stakes will be set and stationed by the CITY for curbs, headers, sewers, storm drains, structures and rough grade and a corresponding cut or fill to finished grades indicated on the grade sheets. Grades for underground conduits will be set at the surface of the ground. The CONTRACTOR shall transfer them to the bottom of the trench. The CONTRACTOR shall report any grade variation to the ENGINEER. The CONTRACTOR is not relieved of any responsibility for any error in the grade of the finished work.

C. Construction Survey Services

1. The ENGINEER / CITY Surveyor shall establish horizontal and vertical control points for construction. The CONTRACTOR shall notify the ENGINEER / CITY Surveyor in writing at least seven (7) full working days before survey services are required in connection with the laying out of any portion of the work. The CONTRACTOR shall dig all holes necessary for line and grade stakes when requested by the ENGINEER.

2. The CONTRACTOR shall be responsible for their own layout based on the ENGINEER'S / CITY Surveyor survey stakes and grade sheets. The CONTRACTOR shall allow sufficient time for checking and issuance of grade sheets by the ENGINEER.

3. The ENGINEER / CITY Surveyor will be responsible for the accuracy of surveying adequate for construction. The CONTRACTOR shall preserve construction survey stakes and marks for the duration of their usefulness. If any construction survey stakes are lost or disturbed and need replacement, such replacement shall be by the ENGINEER / CITY Surveyor at the expense of the CONTRACTOR.

4. Unless otherwise specified, stakes will be set and stationed by the ENGINEER / CITY Surveyor for curbs, headers, sewers, storm drains, structures, and rough grade. A corresponding cut or fill to finished grade (or flowline) will be indicated on the grade sheet.

D. Line and Grade

1. The ENGINEER / CITY Surveyor shall set alignment and grade stakes only for all outdoor pipelines that are eight inches (8") in diameter or larger. The CONTRACTOR shall furnish all other lines and grades required for proper execution of the work.

2. After exterior walls have been located, the CONTRACTOR shall be responsible for the location of all interior construction including interior piping.

3. All work shall conform to the lines, elevations, and grades shown on the Plans.

4. Three consecutive points set on the same slope shall be used together so that any variation from a straight grade can be detected. Any such variation shall be reported to the ENGINEER in writing. In the absence of such written notification, the CONTRACTOR shall be responsible for any error in the grade of the finished work.

5. Grades for underground conduits will be set at the surface of the ground. The CONTRACTOR shall be responsible for transferring the grades to the bottom of the trench.

FOR CONSTRUCTION ORDERS INDICATED AS CONTRACTOR DESIGNED

2.1 THE REQUIREMENT

The CONTRACTOR shall be responsible for all project survey services. The CONTRACTOR shall include the cost of all survey work in their bid. The CONTRACTOR shall have all surveying performed by a licensed land surveyor or a Civil Engineer registered by the state of California to perform such work. As a matter of distinction the licensed land surveyor or professional engineer performing this work shall be referred to as "the project surveyor". The CITY EENGINEER reserves the right to verify all survey work performed by the contractor / project surveyor.

CONTRACTOR supplied surveying services shall be in conformance with the California business and professions code, §§ 8700-8805, Chapter 15 "professional land surveyors act," whereby the CONTRACTOR shall partner with / procure the services of a licensed land surveyor or professional civil engineer registered by the state of California to perform such work.

All survey monumentation shall be in place and all required accessory tie pages shall be filed with the CITY EENGINEER prior to project close out and the release of improvement bonds. After setting final monuments, the "project surveyor" shall notify the Bureau of Engineering's Survey Division of the placement of the final monuments within five days of the monuments being set.

Valley District Survey Office **(818) 374-4660**
6262 Van Nuys Blvd. Suite 350
Van Nuys, CA 91401

Email Address: Eng.surdivisionwr@lacity.org

Central District Survey Office (213) 473-0608
555 Ramirez St, Space 250
Los Angeles, CA 90012
Email Address: Eng.surdivisionwr@lacity.org

A. Permanent Survey Control Network Markers

1. All Land Survey work within the City of Los Angeles shall be constrained to the CITY'S Horizontal and Vertical Control Networks. The horizontal control shall be based upon the CITY'S Centerline / Control Lines as noted in the CITY ENGINEER Field Books (C.E.F.B). In accordance with the California Business and Professions Code Section 8771 (b), City Municipal Code and Bureau of Engineering Land Development Standards, all survey monuments within or in near proximity to the project sites, are to be diligently searched for, recovered or re-established and preserved for the duration of the project. Survey monuments, whether horizontal control or benchmarks shall be preserved by the project's Licensed Land Surveyor or Professional Civil Engineer registered by the State of California to perform such work. Preconstruction and post-construction tie notes must be furnished to the Bureau of Engineering's Survey Division for review and approval. The tie notes shall note the character of the monuments recovered or re-established, all recovered centerline ties, method of establishment, measure to at least four centerline ties and centerline data / measure to survey monumentation at adjacent intersections. The vast majority of CITY survey monuments were originally established by the intersection of best fit alignments of the recovered original monumentation and lines of occupation that were captured by the CITY'S Survey Division shortly after the recordation of the original subdivisions (protraction). City survey monuments are to be established by retracing the survey lines run as shown on the CITY ENGINEER Field Books. CITY survey monuments may not be established solely by local evidence (local accessory ties) nor by Global Navigation Satellite System measure. The tie notes shall be of such quality, form and completeness, and shall be on paper of such quality and size as may be necessary to conform to the standardized office records of the CITY ENGINEER. All such notes shall be indexed by the CITY ENGINEER as part of the permanent public records of his office. A post-construction set of tie notes shall be required to memorialize the resetting of any survey monuments (centerline survey monument or accessory curb ties) that has been destroyed during the construction process. The post-construction tie notes shall conform to the same standards and be processed in the same manner as the pre-construction tie notes.

B. Layout of Contracted Work:

1. The CONTRACTOR shall be responsible for the accuracy of all survey work for construction. The CITY ENGINEER reserves the right to verify all survey work done by the CONTRACTOR.

C. Construction Surveying Services

1. Construction Surveys shall conform to Chapter J 600 of the Bureau of Engineering Survey Manual, Part J. This manual may be purchased through the Bureau of Engineering Public Reference Center.

2. The CONTRACTOR shall provide all reference stakes and form checks necessary for construction and inspection of improvements. All construction staking shall be documented in survey field notes. This staking may include but is not limited to: removals, joins, rough grade, slope, utilities, storm drains, sewers, curbs, walks, paving, wall and building stakes; and any other staking necessary for construction and inspection.

D. Reference or Grade Stakes

1. A reference or grade stake shall be set for each grade change or angle point shown on the plan, standard plan, and shop drawing, in addition to the normal staking interval.

E. Form Checks

1. Forms shall be checked when durable points may be disturbed, removed, or are impractical to be used to verify the design location. The measured location shall be recorded in the survey field notes. All variations from the plan location shall be brought to the attention of the ENGINEER.

F. Staking Intervals And Offset Stake Lines

1. All staking intervals shall be in accordance with the Survey Manual, Figures J 615.224A&Am, J 615.225A, and J615.225Am. Stake lines shall be set at an offset distance from the improvement to ensure proper grade, station, and alignment.

G. Utility Stakes

1. The CONTRACTOR shall provide stakes for all utilities, public or private, that require location or relocation, unless otherwise stated.

H. Additional Survey Work

1. The CONTRACTOR may be required to furnish additional survey work, such as profiles, restakes, Change Orders, etc., at the request of the ENGINEER or the INSPECTOR.

I. I. Accuracy

1. The CONTRACTOR shall use appropriate surveying methods to obtain the following standards: For fixed works (i.e. cast-in-place concrete; asphalt pavement, pipes and drains; and other items determined by the ENGINEER) the following survey standards shall be used. The absolute horizontal accuracy, in relationship to the Engineer's control, shall be such that the semimajor axis of its 95% error ellipse is ±0.015 foot or less. The absolute vertical accuracy, in relationship to the Engineer's control, shall be such that its standard deviation is ±0.015 foot or less. The relative horizontal accuracy of survey points within the Project shall be such that the semimajor axis of its 95% error ellipse is ±0.015 foot or

less. The relative vertical accuracy of survey points within the Project shall be such that its standard deviation is ±0.015 foot or less.

2. For excavation purposes, the following survey standards shall be used. The absolute horizontal accuracy, in relationship to the Engineer's control, shall be such that the semimajor axis of its 95% error ellipse is ±0.1 foot or less. The absolute vertical accuracy, in relationship to the Engineer's control, shall be such that its standard deviation is ±0.1 foot or less. The relative horizontal accuracy of survey points within the Project shall be such that semimajor axis of the 95% error ellipse is ±0.1 foot or less. The relative vertical accuracy of survey points within the Project shall be such that its standard deviation is ±0.1 foot or less.

J. Survey/Inspector

1. The CONTRACTOR shall provide to the INSPECTOR those measurements and control points necessary to determine the location and conformance to the plan, line, and grade of the improvements necessary for inspection purposes.

K. Survey/Engineer

1. The CONTRACTOR shall provide to the ENGINEER those measurements necessary for the expedient completion of the Project.

L. Survey Plan of Operations

1. Prior to construction, the CONTRACTOR shall submit to the ENGINEER for approval a survey plan describing methods and instrumentation to be used on the Project. The survey plan must be approved prior to any construction.

M. Survey Notes

1. The CONTRACTOR shall supply and keep notes on CITY standard format note sheets in conformance with Chapter J 600 of the Bureau of Engineering Survey Manual, Part J. The ENGINEER may request copies of, and otherwise review, survey notes at any time during the construction phase of the Project. Upon completion of the Project, the original survey notes shall become the property of the CITY and shall be delivered to the ENGINEER

(END OF SECTION)

SECTION 01723
RIGHT OF WAY

1.1 THE REQUIREMENT

A. The CONTRACTOR shall not allow its employees to use private property for any reason, or to use water or electricity from such property without written permission from the owner. The CONTRACTOR shall provide evidence of such permission, in writing, to the ENGINEER, before entering upon such lands.

B. The CONTRACTOR shall be fully responsible for locating and obtaining permission to use stockpile sites. Aggregate may be stockpiled on CITY streets if the CONTRACTOR has received a permit from the Street Use Division of the Bureau of Street Services. Where the CONTRACTOR may find it advantageous to use private property, it shall arrange for such use and assume full responsibility for its rental, preparation, maintenance and cleanup in a manner satisfactory to the CITY and property owner.]

(END OF SECTION)

SECTION 1731
CUTTING AND PATCHING

PART ONE - GENERAL

1.1 SUMMARY

A. This Section establishes general requirements pertaining to cutting (including excavating,) coring, fitting, and patching of the Contracted Work in existing or new CITY facilities (structures) required to:

1. Make the several parts fit properly;

2. Uncover work to provide for removal, installing, inspecting, or both, of ill-timed work;

3. Remove and replace work not conforming to requirements of the Contract Documents; and

4. Remove and replace defective work.

B. Related Work:

1. Documents affecting Works of this Contract include, but are not necessarily limited to, the GENERAL CONDITIONS, DIVISION 1 - GENERAL REQUIREMENTS and other Sections of the Project Manual.

2. In addition to other specified requirements, the CONTRACTOR shall, upon the Consultant's or ENGINEER'S request, uncover work to provide for inspection by the Consultant or ENGINEER of uncovered work and remove samples of installed materials for testing.

3. Do not cut or alter Work performed under separate Contracts without the Consultant's or ENGINEER'S written permission.

1.2 SUBMITTALS

A. Request For Consultant's or ENGINEER'S Consent:

1. Prior to cutting which effects structural safety, submit written request to the Consultant or ENGINEER for permission to proceed with cutting.

2. Submit, to the ENGINEER, for approval, the method(s) of cutting and patching, and protection plan for each. Submit structural calculation, prepared by a California State licensed Engineer, as directed by the ENGINEER.

3. Submit all Shop Drawings or submittals as required by other Sections of the Project Manual.

4. Should conditions of the Work or schedule indicate a required change of materials or methods for cutting and patching, so notify the Consultant or ENGINEER and secure written permission prior to proceeding.

1.3 QUALITY ASSURANCE

A. Use adequate numbers of skilled workers who are thoroughly trained and experienced in the necessary crafts, and who are completely familiar with the specified requirements and the methods needed for proper performance of the Work of this Section.

B. The safety provisions of applicable laws, building and construction codes shall be observed.

C. Field Mock Up: For each finish surface condition prepare a representative mock-up area which shall be completely cleaned and finished for review by ENGINEER. ENGINEER'S approval shall be obtained before proceeding with additional cutting and patching work.

D. Requirements for Structural Work: Do not cut and patch structural elements in a manner that would reduce their load-carrying capacity.

1. Obtain approval of the cutting and patching proposal before cutting and patching any structural elements.

E. Operational and Safety Limitations: Do not cut and patch operating elements or safety related components in a manner that would result in reducing their capacity to perform as intended, or result in increased maintenance, or decreased operational life or safety.

1. Obtain approval of the cutting and patching proposal before cutting and patching any operating elements.

F. If no deposition of existing detail of existing improvements or conditions is made on the Drawings or in the Project Manual, it shall be the CONTRACTOR'S responsibilities to provide necessary site investigations including testing, potholes, exposure, etc. to obtain site information at no additional cost to the CITY. CONTRACTOR shall submit site information as part of the submittal. CONTRACTOR shall repair all potholes, exposures, etc. as part of the Contract.

G. Visual Requirements: Do not cut and patch construction exposed on the exterior or in occupied spaces, in a manner that would, in the ENGINEER'S or Consultant's opinion, reduce the building's aesthetic qualities, or result in visual evidence of cutting and patching. Remove and replace work cut and patched in a visually unsatisfactory manner.

PART TWO - PRODUCTS

2.1 MATERIALS

A. General: Use materials that are identical to existing materials. If identical materials are not available, or existing materials do not meet codes or cannot be used where exposed surfaces are involved, use materials that match existing adjacent surfaces to the fullest extent possible with regard to visual effect. Use materials whose installed performance will equal or surpass that of existing materials. Submit method of repair including lapping, splicing and joining of new and existing materials.

B. For replacement of items removed, use materials complying with pertinent Sections this Project Manual.

C. All cut concrete shall be provided with steel dowels filled with non-shrink grout prior to patching or placement of new concrete.

PART THREE - EXECUTION

3.1 SURFACE CONDITIONS

A. Inspection:

1. Inspect existing conditions, including elements subject to movement or damage prior to the Bid, during cutting, excavating, patching, and backfilling.

2. Identify all existing utilities, protect and maintain service to occupied areas in accordance with GENERAL REQUIREMENTS Section 01140 –- CONTRACTOR'S USE OF THE PREMISES, and GENERAL REQUIREMENTS Section 01711 – SITE INVESTIGATION.

3. Obtain required shear tests for existing concrete or brick materials.

4. Obtain required weldability test on existing steel.

5. Unless specified otherwise, inspect and determine location of existing rebars in masonry and/or concrete walls or flooring prior to cutting.

6. After uncovering the work, inspect conditions affecting installation of new work.

B. Discrepancies:

1. If uncovered conditions are not as anticipated, immediately notify in writing the Consultant or the ENGINEER and secure needed directions.

2. Do not proceed until unsatisfactory conditions are corrected.

3.2 PREPARATION PRIOR TO CUTTING

Provide required protection including, but not necessarily limited to, shoring, bracing, and support to maintain structural integrity of the work. Provide duplicate copy of shoring permit and plan to the ENGINEER prior to start of Contracted Work.

3.3 PERFORMANCE

A. Perform required excavating and backfilling as required under other pertinent Sections of the Project Manual.

1. Perform cutting and demolition by methods, which will prevent damage to other portions of the Contracted Work and provide proper surfaces to receive a proper installation of repair and new work.

2. Perform cutting (excavating) in accordance with recommendations described in Soil Investigation Report. Over cutting (excavating) is prohibited.

3. Perform fitting and adjusting of products to provide finished installation complying with the specified tolerances and finishes noted in the Technical Sections of the Project Manual.

B. Cutting: Cut existing construction using methods least likely to damage elements to be retained or adjoining construction. Where possible, review proposed procedures with the original installer. If CONTRACTOR does not concur with the original installer's recommendations, CONTRACTOR shall notify the ENGINEER and request instructions.

1. In general, where cutting is required, use hand or small power tools designed for sawing or grinding, not hammering and chopping. Impact tools are not to be used in the building. Cut holes and slots neatly to size required with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.

2. To avoid marring existing finished surfaces, cut or drill from the exposed or finished side into concealed surfaces, or spaces.

3. Cut through concrete and masonry using a cutting machine such as a carborundum saw or diamond core drill. Use methods or locations that could avoid cutting the rebars. All cut rebars, approved by the ENGINEER, shall be rounded off any sharp edges and dabbed with a coat of protective coating against rusting.

4. Comply with requirements of applicable Sections of DIVISION 2 where cutting and patching requires excavating and backfilling.

5. By-pass utility services such as pipe or conduit, before cutting, where services are shown or required to be removed, relocated or abandoned. Cut-off pipe or conduit in walls, partitions or floor slabs to be removed. Cap, valve or plug and seal the remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after bypassing and cutting. No existing service shall be interrupted, in accordance with

Section 01140 – CONTRACTOR'S USE OF THE PREMISES of the GENERAL REQUIREMENTS.

6. Unless specified otherwise, all cut floor or roof wooden ledgers and blockings shall be repaired, spliced and installed with approved steel connectors. If necessary, install new double wooden ledgers or blocking without additional cost to the CITY.

7. Unless specified otherwise, all cut ceiling framing members shall be repaired or replaced with new framing members to the satisfaction of the ENGINEER. Re-install all ceiling, mechanical grills, and lighting fixtures affected by the cutting and repairs.

8. Unless specified otherwise, all existing masonry walls shall be removed to the nearest grout joint. All removed masonry units shall be protected, salvaged and reused.

C. Patching: Patch with durable seams that are as invisible as possible. Comply with specified tolerances.

1. Where feasible, inspect and test patched areas to demonstrate integrity of the installation.

2. Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.

3. All existing masonry wall shall be repointed and regrouted to the nearest wythe joint to match existing.

4. Restore all building insulation and fireproofing to match existing thickness and conditions.

5. Restore complete caulking, sealer, waterproofing etc. to achieve maximum performance as required at no additional cost to the CITY.

3.4 CLEANING

Thoroughly clean areas and spaces where cutting and patching is performed or used as access. Remove completely paint, mortar, oils, putty and items of similar nature. Thoroughly clean piping, conduit and similar features before painting or other finishing is applied. Restore damaged pipe covering to its original condition.

3.5 TESTING

Demonstrate by appropriate water testing that repaired caulking, sealer, waterproofing, ceramic tiles, etc. are completely water tight and weather tight.

Arrange with local authorized agencies and test all existing utility services, mechanical and plumbing systems, fire and life systems affected by the cutting and patching.

(END OF SECTION)

SECTION 01740
REMOVAL, CLEANUP, AND DEMOBILIZATION

1.1 THE REQUIREMENT

A. Upon completion of the Contracted Work, the CONTRACTOR shall remove all of its tools, materials and other articles from the property of the CITY. Should the CONTRACTOR fail to take prompt action to this end, the CITY, at its option and without waiver of such other rights as it may have, upon thirty (30) calendar days notice, may treat such items as abandoned property. The CONTRACTOR shall also sweep all floors broom clean, clean all exterior and interior surfaces and windows and remove all rubbish and debris resulting from the Contracted Work and shall maintain the Jobsite in a clean, orderly and safe condition at all times until completion of the physical Work and written Notice of Partial Acceptance. Failure to comply with this requirement shall be grounds for the CITY to assess clean-up costs in the amount of five percent (5%) of the mobilization cost.

B. The road(s) on the construction site shall be paved immediately after the installation of planned utilities and the constructions and underground/final inspection of SS, SD, curbs, and gutters. The exit road on the construction site shall be paved first.

C. Vehicles exiting the construction site shall have all dirt clods and mud removed from their tires.

D. When required by the Plans or Specifications, the CONTRACTOR shall furnish and operate a self-loading motor sweeper with spray nozzles at least once each working day for the purpose of keeping paved areas acceptably clean whenever construction, including restoration, is incomplete.

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

F. Care shall be taken to prevent spillage on haul routes. Any such spillage shall be removed immediately and the area cleaned.

G. Excess excavated material from catch basins or similar structures shall be removed from the site immediately. Sufficient material may remain for use as backfill if permitted by the Specifications. Forms and form lumber shall be removed from the site as soon as practicable after stripping.

H. Failure of the CONTRACTOR to comply with the ENGINEER'S cleanup orders may result in an order to suspend work until the condition is corrected. No additional compensation will be allowed as a result of such suspension.

(END OF SECTION)

SECTION 01770
PROJECT CLOSEOUT

PART ONE - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and General Provisions of Contract, including GENERAL CONDITIONS, DIVISION 1 - GENERAL REQUIREMENTS and other Sections of the Project Manual, applies to this Section.

1. SHOP DRAWINGS / SUBMITTALS in Section 01330.
2. Section 01140 – CONTRACTOR'S USE OF THE PREMISES.
3. Mobilization in Section 01721.
4. REMOVAL, CLEAN-UP AND DEMOBILIZATION in Section 01740.
5. RECORD DRAWINGS AND RECORD PROJECT MANUAL in Section 01783.

1.2 SUMMARY

A. This Section specifies administrative and procedural requirements for a Project Closeout, including but not limited to:

1. Inspection procedures.
2. Project record document submittals.
3. Submittal of warranties.
4. Final cleaning.

B. Closeout requirements for specific construction activities are included in the appropriate Technical Sections in Divisions 2 through 16 of the Project Manual.

1.3 FINAL INSPECTION

A. Preliminary Procedures: Before requesting final inspection for the Contracted Works, the CONTRACTOR shall complete the following.

1. In the "Request for Payment" that coincides with, or first follows, the date the final inspection is requested, show one-hundred percent (100%) completion for the portion of the Contracted Work claimed as complete. Include supporting documentation for completion as indicated in these Contract Documents and a statement showing an accounting of changes to the Contract Sum.

a. Include a list of incomplete or outstanding works established during a Pre-final walk-thru as required in Section 01452 - INSPECTION OF THE WORK of the GENERAL REQUIREMENTS, and all supporting evidence or documentation for completion.
b. If one-hundred percent (100%) completions cannot be shown, include a list of incomplete items and all correction notices, the value of incomplete construction, and reasons as to why the Work is not complete.

2. Advise CITY of pending insurance changeover requirements.

3. Submit specific warranties, reduced faithful performance bonds for guarantee work, maintenance agreements, final certifications and similar documents.

4. Obtain and submit releases from local authorized agencies enabling the CITY unrestricted use of the Work and access to services and utilities; include the certificate of occupancy, permits or operating certificates and similar releases. Return all Building & Safety's sign-off sheet and Inspection Records to the CITY.

5. Submit Record Drawings and Record Project Manual, maintenance manuals, final Project photographs, damage or settlement survey, property survey, and similar final record information.

6. Deliver tools, spare parts, extra stock, and similar items.

7. Make a final changeover of permanent locks and transmit keys to the ENGINEER. Advise the CITY'S personnel of the changeover in security provisions.

8. Complete start-up testing of systems, and instruction/training of the CITY'S operating and maintenance personnel. Discontinue or change over and remove temporary facilities from the Jobsite, along with construction tools, mockups, and similar elements.

9. Complete all required testing including balancing test, bacteriological analysis, etc. Submit all test reports.

10. Return all original permits and manifests to the ENGINEER.

11. Advise the CITY of pending change over of the utility services upon start-up testing of the systems and completion of final inspection.

12. Complete final clean up requirements, including touch-up painting. Touch-up and otherwise repair and restore marred exposed finishes.

13. Make ready to proceed with landscape establishment period and elevator maintenance service. Submit the maintenance schedules and logs.

B. Inspection Procedures: The INSPECTOR, with cooperation from the Consultant and the ENGINEER, will prepare a Final Inspection Correction list to that effect following inspection, or advise the CONTRACTOR of construction that must be completed or corrected before the construction work can be considered complete. The Contract time shall continue to be assessed.

1. The INSPECTOR, Consultant and ENGINEER will repeat the inspection when requested and assured that the Contracted Work has been satisfactorily completed.

2. The INSPECTOR, Consultant and ENGINEER will inspect the Work upon completion.

3. Results of the completed inspection will form the basis of requirements for Final Acceptance. The Contract time shall stop when all corrections are considered complete by the CITY.

C. Reinspection Fees: Should the Consultant and the CITY'S personnel perform reinspection due to failure of the Work to comply with CONTRACTOR'S claim of completion, the CONTRACTOR will compensate the CITY for such additional services. The CITY will deduct the amount of such compensation from the Final Payment to the CONTRACTOR.

1.4 FINAL ACCEPTANCE

A. Preliminary Procedures: Before requesting Final Acceptance and Final Payment, the CONTRACTOR shall complete the following and list exceptions in the request.

1. Submit the Final Payment request with releases and supporting documentation not previously submitted and accepted. Include certificates of guarantee for products and completed operations where required.

2. Submit an updated final statement, accounting for final additional changes to the Contract Sum.

3. Submit a certified copy of the INSPECTOR'S (combined with Consultant's and ENGINEER'S) final inspection list of items to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, and the list has been endorsed and dated by the INSPECTOR, the Consultant or ENGINEER.

4. Submit a certified copy of the INSPECTOR'S, Consultant's and ENGINEER'S final inspection correction list for the maintenance services and items to be completed or corrected.

5. Submit final meter readings for utilities, a measured record of stored fuel, and similar data as of the date of Final Acceptance, or when the CITY took possession of and responsibility for corresponding elements of the Work.

6. Submit consent of surety to Final Payment.

7. Submit a final liquidated damages settlement statement.

8. Submit evidence of final, continuing insurance coverage complying with insurance requirements.

9. Submit all required certified weekly payroll records, ethnic composition of work force reports.

B. Reinspection Procedure: The INSPECTOR, Consultant and ENGINEER will reinspect the Contracted Work upon receipt of notice that the Work, including inspection list items from earlier inspections, has been completed, except items whose completion has been delayed because of circumstances acceptable to the INSPECTOR, Consultant or ENGINEER.

1. After all correction works are completed and inspected, ENGINEER and INSPECTOR of Bureau of Contract Administration shall establish the construction completion date.

1.5 RECORD DOCUMENTS SUBMITTALS

A. General: Do not use Record Documents for construction purposes; protect from deterioration and loss in a secure, fire-resistive location; provide access to record documents for the Consultant's or ENGINEER'S reference during normal working hours.

B. Record Drawings: Maintain a clean, undamaged set of blue or black line white-prints of Contract Drawings and Shop Drawings. Mark the set to show the actual installation where the installation varies substantially from the Contracted Work as originally shown. Mark whichever drawing is most capable of showing conditions fully and accurately; where Shop Drawings are used, record a cross-reference at the corresponding location on the Contract Drawings. All Record Drawings, Record Project Manual and new markings shall be submitted to the ENGINEER for review prior to the approval of the Progress Payments. Give particular attention to concealed elements that would be difficult to measure and record at a later date. Upon completion of the Work, submit Record Drawings, Record Project Manual etc, to the Consultant or ENGINEER for review and for the CITY'S records.

1. Mark Record Sets with a red erasable pencil; use other colors to distinguish between variations in separate categories of the Work.

2. Mark new information that is important to the CITY, including detail from "Request-for-Information" which was not shown on Contract Drawings or Shop Drawings, as soon as it is made available. Any subsequent revision or changes, to the details from an earlier "Request-for-Information", shall also be marked immediately on the Record Drawings.

3. Note related finalized or pending "Change Order" numbers where applicable.

4. Note all addenda, drawing modification, etc. on Record Drawings.

5. Where Shop Drawings are used for actual performance of the Contract Work and are most capable of showing actual details, conditions, and dimensions fully and accurately, record all the Shop Drawings and place them in good order with the Record Drawings. Properly identified and bound of field, and ready for continued use and reference.

6. Organize Record Drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates and other identification on the cover of each set.

PART TWO - PRODUCTS (NOT APPLICABLE)

PART THREE - EXECUTION

3.1 FINAL CLEANING

A. General: General cleaning during construction is required by the GENERAL CONDITIONS and GENERAL REQUIREMENTS.

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to the condition expected in a normal, commercial building cleaning and maintenance program. Comply with manufacturer's instructions.

1. Complete the following cleaning operations before requesting inspection prior to CITY'S acceptance of Contracted Work.

a. Remove labels that are not permanent labels.

b. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compound and other substances that are noticeable vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials at no added cost to the CITY.

c. Clean exposed exterior and interior hard-surfaced finishes to a dust-free condition, free of stains, films and similar foreign substances. Restore reflective surfaces to their original reflective condition. Leave concrete floors broom clean. Vacuum carpeted surfaces.

d. Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication and other substances. Clean plumbing fixtures to a sanitary condition. Clean light fixtures and lamps.

e. Clean the site, including landscape development areas of rubbish, litter and other foreign substances. Sweep paved areas broom clean; remove stains, spills and other foreign deposits. Rake grounds that are neither paved nor planted, to a smooth even-textures surface.

f. Remove all temporary detour stripping by the wet sandblasting method.

C. Pest Control: Engage an experienced exterminator to make a final inspection, and rid the Project of rodents, insects and other pests.

D. Removal of Protection: Remove temporary protection and facilities installed for protection of the Contracted Work during construction.

E. Compliance: Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the CITY'S property. Do not discharge volatile, harmful or dangerous materials into drainage systems. Remove waste materials from the site and dispose of in a lawful manner.

1. Where extra materials of value remaining after completions of associated Work have become the CITY'S property, arrange for disposition of these materials as directed.

(END OF SECTION)

SECTION 01783
PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 THE REQUIREMENT

A. The CONTRACTOR shall maintain at the Jobsite a current record copy of all Contract Documents including, but not limited to, Contract Drawings and Project Manual which are marked up during construction to delineate the actual in-place constructed conditions. Project Record Documents including Record Drawings (also known as "As-Built" Plans), Record Project Manual, Record Schedule, Record Product Data, Record Samples, and Miscellaneous Record Submittals shall be provided by the CONTRACTOR for this Project. Requirements for Record Documents, as specified elsewhere, shall supplement the requirements specified herein.

B. Record Documents, particularly the Record Drawings and Record Project Manual, shall include a copy of all changes including those issued as Change Orders, Plan Clarifications, Addenda, Notice to Bidders, responses to Requests for Information (RFI's), Jobsite Memos, and any additional details needed for the construction of the Project, but not shown on the Contract Drawings or included in the Project Manual.

C. Record Drawings and Record Project Manual shall be marked with red ink on one (1) set of full size prints to produce a record of the complete installation. Any additional drawings that may be required to indicate record conditions shall be prepared on 24" x 36" paper. All additions to Contract Drawings shall employ and use drafting standards which are consistent with the drafting standards used in the Contract Drawings.

D. The Record Drawings and Record Project Manual, including those of all Subcontractors, shall be kept by the CONTRACTOR in the CONTRACTOR'S Jobsite office, shall be updated during construction, and shall be available for the ENGINEER'S inspection and copying at all times. The ENGINEER will review the Record Drawings and Record Project Manual prior to submittal of all Monthly Payment Requests. If, in the opinion of the ENGINEER, the Record Drawings and/or Record Project Manual are not current, approval of the Monthly Payment may be withheld until the Record Drawings and the Record Project Manual are made current. In addition, the CONTRACTOR shall submit a signed certification with each Monthly Payment Request stating that all Record Drawings and record Project Manual are complete and accurate as of the date of the payment request.

1.2 PROJECT RECORD DOCUMENTS

A. This Section includes administrative and procedural requirements for Project Record Documents, including the following:

1. Record Drawings
2. Record Schedule
3. Record CAD Files

B. Related Sections:

1. Section 01321 – Contractor's Construction Schedule and Reports

2. Section 01330 – Shop Drawings/Submittals
3. Section 01770 – Project Closeout

1.3 CLOSEOUT SUBMITTALS

C. Required Documents: GENERAL REQUIREMENTS Section 01770 – PROJECT CLOSEOUT, describes administrative requirements for submission, number and type of copies required for Contract closeout requirements.

PART 2 – PRODUCTS

2.1 RECORD DRAWINGS

A. GENERAL: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings onsite, incorporating new and revised Drawings as modifications are issued. Review Record Drawings and Shop Drawings monthly with the Engineer and/or Inspector, for approval.

1. Preparation: Mark the Record Drawings and Shop Drawings to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up Record Drawings.

a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
b. Accurately record information in an acceptable drawing technique.
c. Record data as soon as possible after obtaining it.
d. Record and check the markup before enclosing concealed installations.

2. Content: Types of items requiring marking include, but are not limited to, the following:

a. Dimensional changes to Contract Drawings.
b. Revisions to details shown on Contract Drawings.
c. Depths of foundations below first floor.
d. Locations and depths of underground utilities.
e. Revisions to routing of piping and conduits.
f. Revisions to electrical circuitry.
g. Actual equipment locations.
h. Duct size and routing.
i. Locations of concealed internal utilities.
j. Changes made by Change Order.
k. Details not on the original Contract Drawings.
l. Field records for variable and concealed conditions.
m. Record information on the Work that is shown only schematically.

3. Mark the Record Drawings and Record Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up as-built prints.

4. Mark Record Drawings set using red-colored ink. Use other colors to distinguish between changes for different categories of the Work at same location.

5. Mark important additional information that was either shown schematically or omitted from original Contract Drawings.

6. Note Change Order numbers, and similar identification, where applicable.

7. Computer Aided Drafting (CAD) Record Drawings: In addition to preparing and submitting a paper set of the Marked Record Drawings, the CONTRACTOR shall produce and submit the Record Drawings in electronic CAD format based on the software and version used to prepare the Contract Drawings. Identify AutoCAD and/or Micro station software(s) and version(s) used for each drawing discipline. In general, civil drawings were prepared using Micro Station by Bentley while all other discipline drawings were prepared using AutoCAD by Auto Desk. The ENGINEER will provide the Contract Drawings in CAD format for the CONTRACTOR to use to develop the project Record Drawings. Additional drawings that may be required to indicate record conditions shall be prepared in similar CAD format as well. All additions to the Contract Drawings shall employ drafting standards which are consistent with those used in the Contract Drawings and per the City of Los Angeles CAD Standards found at the following link http://eng.lacity.org/techdocs/CADDSTDS/cadd_details.htm. Production of Record Drawings in CAD format shall start no later than at 75% of Work completion.

    a. CAD Record Drawings shall be fully revised versions of the Contract Drawings. Simply marked and clouded CAD Drawings are not acceptable.

    b. Each revised item shall be noted with an upside down numbered triangle, and the triangle's source shall be described in the sheet border.

    c. For bidding purposes the CONTRACTOR shall assume additional new highly detailed sheets will need to be created to accommodate changes.

    d. CONTRACTOR's CAD technician preparing the CAD Record Drawings shall have minimum ten (10) years of experience and proficient in preparing Micro Station and AutoCAD drawings.

    e. The CONTRACTOR shall submit the CAD Record Drawings on a DVD or Flash Drive.

8. The CONTRACTOR and their CAD technician(s) shall arrange meetings with each of the City's project designers for all disciplines involved, to discuss and plan for the first CAD Record Drawing submittal. Meeting shall be scheduled 45 days prior to when submittal is first due.

9. The ENGINEER will review and approve the Marked and CAD Record Drawings prior to submittal of all Monthly Payment Requests. If, in the opinion of the ENGINEER, the Record Drawings are not current,

approval of the Monthly Payment may be withheld until the Record Drawings are made current. In addition, the CONTRACTOR shall submit a signed certification with each Monthly Payment Request stating that Record Drawings are complete and accurate as of the date of the payment request.

10. At the Completion of the Work and after Final Inspection, the CONTRACTOR shall submit to the ENGINEER, the final CAD Record Drawings and the Marked Record Drawings for review and approval. Any retained funds shall only be released upon the ENGINEER approval of the final CAD and Marked Record Drawings. The CONTRACTOR shall certify to the completeness and accuracy of the Record Drawings.

2.2 RECORD PROJECT MANUAL

A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in the Specifications, Addenda, and Contract modifications.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.

2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.

3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.

4. For each principal product, indicate whether record Product Data has been submitted in operation and maintenance manuals instead of submitted as record Product Data.

5. Note related Change Orders, Record Product Data, and Record Drawings where applicable.

2.3 RECORD PRODUCT DATA

A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.

6. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.

7. Include significant changes in the product delivered to the Project site and changes in manufacturer's written instructions for installation.

8. Note related Change Orders, Record Specifications, and Record Drawings, where applicable.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and modifications to the Project Record Documents as they occur; do not wait until the end of the Project.

B. Maintenance of Record Documents and Samples: Store Record Documents and Samples in the field office apart from the Contract Documents used for construction. Project Record Documents are not to be used for construction purposes. Maintain Project Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for the Engineer's reference during normal working hours during performance of Contract.

(END OF SECTION)

SECTION 2205
HISTORIC RESTORATION PROCEDURES

PART ONE – GENERAL

1.1 DESCRIPTION

A. General: This Project includes extensive historic restoration work; the Contractor shall make every effort to comply with the following requirements.

1. Comply with Section 3403.5 of Los Angeles City Building Codes; State of California, Code of Regulation, Title 24, Chapter 34, Division II – State Historical Building Code; and State Historic Building Code, Part 8.

2. Comply with Secretary of the Interior's Standards for Historic Preservation Projects.

3. Match existing materials, where indicated, to maximum degree possible given present-day material availability and craftsmanship.

4. Take special precautions in executing work to avoid damage to existing historic materials. Historic materials include, but are not limited to, the following:

a. Exterior and interior stone, brick and masonry surfaces, including mortar joint materials and profiles.
b. Exterior decorative stucco work.
c. Exterior and interior glazed terra cotta.
d. Exterior storefronts, including tile bulkheads.
f. Wood windows and doors, interior and exterior, unless noted otherwise, including hardware.
g. Steel windows, casement, fixed and double hung.
h. Exterior and interior marble surfaces.
i. Main stairs including treads, risers, rails and balustrade.
j. Stile and Rail Wood Doors and door hardware.
m. Painted decoration on exterior and interior, unless underlying material is damaged and specifically indicated for removal and replacement.
w. Any other Historic Elements

5. Avoid unnecessary cutting and patching of existing historic materials. Run ducts, conduit, piping and other services in such a way as to minimize damage to historic material. Review proposed locations of access holes with the Engineer or the Consultant before execution.

B. Building will be made available to those bidding the work which requires matching of historic materials. Carefully examine materials and adjacent systems to assure total compliance.

C. Review other section of the Project Manual for applicable requirements for historic restoration and matching of existing materials.

D. The City has the right to retain any historic material or item found within the building. Any found item shall be brought to the attention of the Engineer for possible retention.

E. Related Sections:

1. Documents affecting work of this Section include, but are not necessarily limited to the GENERAL CONDITIONS, SUPPLEMENTARY CONDITIONS and other various Sections in DIVISION 1 – GENERAL REQUIREMENTS of the Project Manual.

[2. Building Demolition in Section 02215.]

1.2 QUALITY ASSURANCE

A. Qualification: Employ qualified craftsmen to duplicate historic elements and, where available, employ craftsmen specializing in historic restoration

B. All workmen of all trades must be made aware of the special importance of this building and the special requirements of this section.

C. Restoration Specialist: Work of this Section must be coordinated, supervised and reviewed by a historic restoration specialist with not less than five years experience performing work of the same scope as specified herein. Submit a list of previous projects as reference. The specialist shall have a minimum of five years of successful experience in the renovation, rehabilitation and restoration works similar in types and extent of works as indicated, on historic structures.

1.3 SUBMITTAL

A. Historic Preservation Operations Plans: Prior to the commencement of construction, historic restoration specialist shall prepare detailed plans indicating anticipated historic preservation operations. In order to avoid any delay to other demolition or retrofitting work in existing structure, plans can be submitted in two phases and shall include the following:

1. Phase I:

   a. Written and photographic description(s), and location of historic materials to be protected in place and proposed method of protection.

   b. Written and photographic description(s), and location of historic materials that must be cut due to construction operations and proposed methods of minimizing damage; proposed source of patching materials and sample of the patching materials.

   c. Written and photographic description(s), and location of historic materials to be removed; proposed methods of removal and disposal, whether demolition or salvage.

2. Phase II:

   a. Written and photographic description(s) and location of historic materials being cleaned, rehabilitated, restored or refinished, and detailed description of proposed materials and methods for this work.

   b. Method of reinstallation of salvaged historic material.

B. In addition to construction photography as required in Section 01322, each historic material with different finish shall be provided with minimum two (2) color photographs in the Historic Preservation Operations Plans in each procedures listed above. One photograph shall have diversified overall view of the historic material and the other photograph shall have the close up view of the historic material.

PART TWO – PRODUCTS

2.1 MATERIALS

A. Comply with technical specifications for each product involved. Provide materials for patching, repair or replacement, according to the following order of preference.
   1. Material salvaged from demolished area of project site.

   2. Salvaged material from another site that meets specified requirements.

   3. Material salvaged from unobtrusive portion of project site, as approved by Consultant or Engineer.

   4. New materials.

PART THREE – EXECUTION

3.1 INSPECTION

A. Contractor shall inspect existing conditions of the Project, including historic materials and elements subject to damage during construction operations.

B. Contractor shall report unsatisfactory conditions in writing. Do not proceed with work until the City Engineer or the Consultant has provided further instruction.

3.2 PREPARATION

A. Provide adequate temporary support as necessary to assure structural value and integrity of historic elements.

B. Provide devices and methods to protect existing and restored historic elements from damage.

(END OF SECTION)

SECTION 02210
CLEARING, GRUBBING AND STRIPPING

PART ONE - GENERAL

1.1 DESCRIPTION

A. All site clearing and grubbing on the job-site [indicated on the Contract Drawings and in the Project Manual].

B. Site clearing shall consist of removing all vegetable growth such as trees, roots, stumps, shrubs, brush, limbs; and stone, boulders, clods, wood and other vegetative growth from the growth surface. Clearing shall also include the removal and disposal of trash piles, rubbish, etc.

C. Grubbing shall consist of the removal and disposal of wood roots, stumps, shrubs, brush, stone, boulders, clods, vegetable growth, etc. below the ground or subgrade surface.

D. CONTRACTOR shall furnish all tools, equipment materials and supplies and shall perform all labor to complete the work associated with removal of all natural and artificial objectionable material from the designated areas of work as indicated in the Contract Documents.

E. This work shall also include the protection from injury and preservation of existing improvements, adjacent property, utility vegetation and existing objects designated to remain.

F. Prior to commencing the work, obtain acceptance from the ENGINEER regarding methods to be used and disposal of removed materials.

G. Related Sections:

1. Documents affecting work of this Section included, but are not necessarily limited to the GENERAL CONDITIONS, SUPPLEMENTARY CONDITIONS, DIVISION 1 - GENERAL REQUIREMENTS and other Sections of the Project Manual.

2. Site Demolition in Section 02220.

3. Earthwork in Section 02310

4. Irrigation System in Section 02810.

5. Chain Link Fencing in Section 02821

6. Concrete work in Section 03300.

1.2 QUALITY ASSURANCE

A. Labor: Use adequate numbers of skilled laborers thoroughly trained in site-clearing operations and experienced in the necessary crafts and completely familiar with the specified requirements and methods needed for the proper performance of the work of this Section.

B. Codes and Regulations: Perform all work of this Section in strict accordance with applicable Government Codes and Regulations especially meeting all safety standards and requirements of CAL/OSHA, County and [1999] Los Angeles City Building Code and applicable Amendments. [Conform to all storm water pollution control measures as required

and provided in Section 02310 - EARTHWORK of the Project Manual.] Provide additional measures, added materials and devices as may be needed as directed by the City Engineer or the Consultant at no added cost to the City.

C. Miscellaneous Requirements:

1. Erection and maintenance of protections

2. Dust Control

3. Repair of Damages

4. Cleaning and Removal of Rubbish

D. Permits and Licenses: Procure all City, County and State Permits and Licenses, including Municipal Business License and pay all charges and fees for the same.

E. Contractor Submittals - Submit schedule of clearing, grubbing, and erosion control measures to be put in place for all work scheduled during the rainy season (October - April).

PART TWO - PRODUCTS

2.1 MATERIALS

A. Soil Sterilant: As specified in [Section 02310 - EARTHWORK].

C. Provide Materials not specifically described but required for completion of the work of this Section as selected by the Contractor subject to the approval of the City Engineer or the Consultant.

PART THREE - EXECUTION

3.1 SITE CONDITIONS

Examine the job-site and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper site-clearing operations, as directed by the City Engineer or the Consultant. Do not proceed until such detrimental conditions have been corrected.

3.2 PROTECTION

A. Protect Existing Structures and Site Improvements indicated to remain from damage by approved methods and/or as authorized by the City Engineer. Removal of all protections shall be when work of this Section is completed or when so authorized by the City Engineer or the Consultant. Apply protections to adjacent properties as required and directed by the City Engineer.

B. Protect Existing Utilities [Indicated or made known to remain] traversing the job-site and serving existing adjacent facilities.

C. Protect Existing Trees and Shrubs [Indicated to remain] by providing temporary surrounding fencing so located a sufficient distance away so that trees and shrubs will not be damaged by site-clearing operations.

D. Protection of Persons and Property (existing structures and site improvements).

1. Provide barricades, warning signs at open depressions and holes on adjacent property and public accesses.

2. Provide operating warning lights during hours from dusk to dawn each day or as otherwise required.

3. Protect existing remaining structures, utilities, sidewalks, pavements other facilities from damage as caused by settlement, undermining, washout or other hazards created by site-clearing operations of this Section.

4. Provide and maintain pedestrian and vehicular access in accordance with Work Area Traffic Control Handbook (WATCH), latest edition.

E. Use means necessary to prevent air pollution or dust from becoming a nuisance to the public, to neighbors and to others performing work on or near the job-site. Comply with governing regulations.

F. Maintain access to the job-site, other neighboring property, street and alley at all times.

G. The project site shall be maintained in conformance with Section 7-8 - PROJECT SITE MAINTENANCE of the Standard Specifications for Public Works Construction (SSPWC) and the requirements of this Project Manual.

3.3 SITE CLEARING AND GRUBBING

A. General:

1. For drawing clarity, not all trees, shrubs, brush, grass, weeds, or exact amount of trash or debris are shown on the drawings. Contractor shall carefully study the Contract Drawings, **[**the Soil Investigation Report and the Survey**]**, visit the job site and verify the extent of the work to be done prior to the Bid.

2. Prior to starting job-site clearing operations in the company of the City Engineer or Consultant Architect, Soil Engineer and Inspector; visit the job site and verify the extent of the work.

3. Site clearing and grubbing shall conform to Section 300-1 - CLEARING AND GRUBBING of SSPWC and applicable requirements of the Project Manual.

4. Site clearing and grubbing shall be done in the presence of the Soil Engineer. Contractor shall notify the City Engineer 72 hours prior to clearing operation.

B. Site Clearing and Grubbing Operations

1. Treat roots remaining in the soil with a weed killer approved and as directed by the City Engineer or the Consultant.

2. Remove all concrete and masonry debris. Remove stones, boulders, clods which are one (1) inch larger. Remove stones, boulders, clods which are one (1) inch or larger from all utility trenches.

4. Remove all existing rubbish and debris or those resulting from work operations of this Section as soon as possible, do not allow to pile up. Do not burn rubbish and debris on the job-site.

5. Remove all growths including trees and shrubs on the job-site within property lines including trees in tree wells and elsewhere as noted on the Contract Drawings.

6. Where active utility lines need to be capped or plugged, perform such work in accordance with requirements of the Utility Company or government agency having jurisdiction and conform to provisions of Section 01140 - CONTRACTOR□S USE OF THE PREMISES, and Subsection 3.2B of this Section.

3.4 STRIPPING

A. Stripping shall include the removal and disposal of all organic sod, topsoil, grass and grass roots, and other objectionable material remaining after clearing and grubbing from the areas designated to be stripped. The depth of stripping shall be as shown on the Drawings and specified herein.

B. Topsoil from the strippings shall be stockpiled and used for the finished site grading. Excess topsoil will be placed in the waste disposal areas designated by the ENGINEER.

C. Prior to beginning any excavation or fill, strip the topsoil **[to a depth of [X] inches.] [to a depth sufficient to remove all organic material.] [and stockpile for future use.]** In general, topsoil shall be removed where structures are to be built, trenches dug, and roads, parking lots, walks, and similar improvements constructed within the areas presently covered with topsoil. Topsoil shall be stored clear of the construction area. Take reasonable care to prevent the topsoil from becoming mixed with subsoil. **[In lieu of reusing stockpiled, use imported topsoil as required for final grading.]**

3.5 TOPSOIL

A. Strip and remove existing sod, and stock pile existing sod if specified for reuse in the Contract Works.

B. After proposed planting area(s) has been cleared of vegetation and grubbed, strip the existing topsoil to a depth specified and to provide at least a [6-inch depth of topsoil] [in areas shown on the Contract Drawings] to be turfed or planted and to fill planters without contamination with subsoils.

C. If on site topsoil is specified for reuse, stock pile topsoil in an area clear of new construction or where directed by the City Engineer or the Consultant.

D. Maintain topsoil stockpiles in a manner which will not obstruct the natural flow of drainage.

1. Maintain the stockpiled topsoil free from debris and trash.

2. Keep the stockpiled topsoil damp to prevent drying out and creating a dusts source.

3. Soil samples shall be obtained and analyzed for agricultural suitability and fertility.

4. Place and compact backfill in the planting area. Add soil amendments to topsoil in accordance with the recommendation and cultivate.

5. Provide Soil Sterilization in accordance with Section 02310 – EARTHWORK of

the Project Manual.

3.6 REMOVAL AND DISPOSAL OF CLEARING AND GRUBBING DEBRIS

A. General: All materials removed shall be disposed of outside of the right-of-way. No accumulation of flammable material shall remain on or adjacent to the right-of-way. The roadway and adjacent areas shall be left with a neat and finished appearance.

B. Bituminous Pavement: Bituminous pavement removal shall be in conformance with SSPWC Section 300-1.3.2.

C. Concrete Pavement: Concrete pavement removal shall be in conformance with SSPWC Section 300-1.3.2.

D. Concrete Curb, Walk, Gutters, Cross Gutters, Driveways, and Alley Intersections: Concrete removal shall be in conformance with SSPWC Section 300-1.3.2.

(END OF SECTION)

02220
SITE DEMOLITION

PART 1 GENERAL

1.01 DESCRIPTION OF WORK

A. This Section covers all wrecking and demolition, together with the removal and disposal of items.

B. Related Work Specified Elsewhere:
1. Refer to Division 0, GENERAL CONDITIONS and Division 1, GENERAL REQUIREMENTS.
2. Clearing and grubbing is specified in Section 02210, CLEARING AND GRUBBING.
3. Excavating and filling for the site is specified in Section 02310, EARTHWORK, except as herein specified.

1.02 QUALITY ASSURANCE

A. Requirements of Regulatory Agencies:
1. Traffic:
a. Obstruction. Do not close, obstruct, or store material or equipment in streets, sidewalks, alleys or passageways without a permit in accordance with all local ordinances, regulations and codes.

1.03 JOB CONDITIONS

A. Salvage. (Remove equipment, material, or items) (Remove the following equipment and materials, including any items) called for on the plans, and store as directed, the items to remain the property of the Owner. These items are assumed to be in good operating condition at the time the Contract is signed. Properly protect them and remove them complete, including all appurtenances, and deliver in good order to the Owner as directed.

B. Environmental Requirements:

1. Ground and Surface Water. After the existing buildings or structures have been removed, protect the resulting building excavation or open area from surface or ground water. Promptly remove any water which accumulates in the excavation or opening. The method of dewatering and the disposal of the water is subject to review by the Geotechnical Engineer.

C. Protection:

1. General Requirements. Protect persons and property in accordance with the GENERAL CONDITIONS. Remove all temporary construction upon completion of the Project.

PART 2 (NOT USED)

PART 3 EXECUTION

3.01 INSPECTION

A. Condition of Premises:

1. Accept the premises as found and clear the site as specified. The Owner assumes no responsibility for condition of buildings on site at time of proposal or continuation of conditions thereafter. Assume risk regarding damage or loss, whether by reason of fire, theft, or other casualty or happening to specified buildings.

3.02 PREPARATION

A. Utilities:
1. Prior to disconnecting, removing, plugging or abandoning existing utilities serving the buildings being removed, notify all utility corporations, companies, individuals or local authorities concerned with the Work.

3.03 INSTALLATION/APPLICATION/PERFORMANCE/ERECTION

A. Performance:
1. Wrecking and Demolition.
a. Walks and Drives. Where indicated on the drawings, remove pavement, curbs and sidewalks to full depth, take care to avoid damage to adjacent remaining pavement or sidewalks. Make cuts in such a manner that a clean vertical joint remains.
b. Utilities. Disconnect electrical service and/or cut off and cap gas, water and sewer services at the mains on the property or in the street as required by the responsible utility company, or local authority or relocate as shown on the drawings. Remove and cut off and plug or cap all utilities within the existing building areas, except those designated to remain. The Contractor shall coordinate the removal Work with the relocation and/or new Work being performed by all contractors.
c. Removal. Unless otherwise noted or specified to be relocated or stored, all materials removed become the property of the Contractor and are to be removed completely away from the site by him. Do not store or permit debris to accumulate on the Site. If the Contractor fails to remove excess debris promptly, the Owner reserves the right to cause same to be removed at Contractor's expense.

3.04 FIELD QUALITY CONTROL

A. Workmanship:
1. Demolition Work. Execute in an orderly and careful manner with due consideration for neighbors and the public. Execute the Work to insure adjacent properties and the public against damages incurred by falling debris or other causes.
2. Masonry. Demolish in small sections and brace and shore where necessary to avoid collapse of the structure.
3. Burning of Materials. Burn no materials or debris on the premises.
4. Dust control. Constantly sprinkle all rubbish and debris to lay down the dust.

B. Traffic:
1. Interference. Conduct operations with minimum interference with roads, streets, driveways, alleys, sidewalks and other facilities.

3.05 ADJUSTMENT AND CLEANING

A. Temporary Structures. Remove all temporary structures when they are no longer required.

B. Repair:

1. Clean up, repair, or replace at no cost to the Owner, all property damaged by reason of required Work, including restoring all disturbed areas, surfaced and unsurfaced, to their original condition on completion of the Work. All patchwork shall match existing and be performed in a neat and workmanlike manner by craftsmen skilled in the trade involved. Painted surfaces shall be painted to match the adjacent areas. In newly graded areas take every precaution and temporary measures necessary, such as temporary seeding, to prevent damage from erosion of freshly graded areas. Where any settlement or washing may occur prior to acceptance of the work, repair and re-establish grades to the required elevations and slopes at no additional cost to the Owner. This applies to damage to the newly graded areas within the construction limits and damage to adjacent properties by eroded material.

(END OF SECTION)

SECTION 02310
EARTHWORK

PART ONE – GENERAL

1.1 SUMMARY

A. Provided and execute earthwork [as indicated on the Contract Drawings or] in the Project Manual including but not limited to the following:

1. General excavating and trenching for various trades.

2. General exterior grading and cutting.

3. General excavating for site improvements.

4. Select base materials for under concrete slab and under paving.

5. Filling and Backfilling.

6. Treatment for termite control.

7. Structure excavation, unclassified fill and borrow excavation defined in Section 300 – EARTHWORK of the "Standard Specifications for Public Works Construction (SSPWC)".

B. RELATED WORK SPECIFIED ELSEWHERE

1. Documents affecting work of this Section include, but are not necessarily limited to the GENERAL CONDITIONS, SUPPLEMENTARY CONDITIONS, DIVISION 1 - GENERAL REQUIREMENTS and other applicable Sections of the Project Manual.

2. Demolition in Division 2.

3. Clearing, Grubbing and Stripping in Section 02210.

[6. Yard and Street Work in Section 02710.]

[7. Brick Paving in Section 02720.]

[8. Storm Drain System in Section 02545.]

[9. [Swinging] [Sliding] Gate in Section 02820.]

[10. Chain Link Fencing in Section 02821.]

11. Irrigation and Landscaping Work in Division 2.

12. Concrete Work in Division 3.

[15. Bicycle Racks in Section 10400.]

[16. Disabled Accessibility Parking Signage in Section 10443.]

1.2 QUALITY ASSURANCE

A. Labor: Use adequate numbers of skilled laborers to are thoroughly trained and experienced in the necessary crafts and who are completely familiar with specified requirements and the methods needed for proper performance of the Work of this Section.

B. Equipment: Use equipment adequate in size, capacity, and numbers to accomplish the work of this Section in a timely manner.

C. Codes and Standards: Perform excavation work in compliance with applicable ordinance of governing authorities having jurisdiction including, but not limited to, the [1999] L. A. City Building Code and applicable Amendments; Division 1-DEPARTMENT OF INDUSTRIAL RELATIONS of Title 8 of the California Code of Regulations; Section 300 - EARTHWORK of SSPWC, as amended by Brownbook.

1. In addition to complying with Codes and Standards having jurisdiction, comply with directions of the Soil Engineer.

D. The Contractor shall provide necessary measures for storm water pollution control and water quality protection. The Contractor shall meet the standards of good housekeeping at all time.

E. Survey: The Contractor shall employ the services of a California licensed surveyor for the purposes of survey control, layout, grade and cross-sections required to control work. Survey work shall conform to Section 01722-SURVEYING.

1.3 SUBMITTALS

Conform to provisions of Section 01330 of DIVISION 1 - GENERAL REQUIREMENTS.

1.4 PERMITS

A. Required: In addition to the requirements specified herein, and in applicable Section 01112 – DESCRIPTION OF WORK of DIVISION 1 - GENERAL REQUIREMENTS of the Project Manual.

1.5 JOB CONDITIONS

A. Required Work Coordination: The Contractor shall fully coordinate the work operations of this Section with that of other trades involved and with the Engineer to assure proper sequence of work, limitations, methods and time of work so as to minimize or avoid interference with the existing utilities as well as performance of work by the other Contractors. The Contractor shall coordinate and arrange for all the inspections with the local authorized agencies and the Bureau of Contract Administration.

B. Air Pollution Control: The Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes which apply to work performed pursuant to the Contract, including any air pollution control rules, regulations, ordinances and statutes, specified in Section 1107 of the Government Code.

C. Use of Explosives: The use of explosives is not permitted.

1.6 PROTECTIONS

A. General: Comply with provisions of Section 00309 - PROTECTION OF PERSONS AND PROPERTY AND RESTORATION OF EXISTING IMPROVEMENTS in GENERAL CONDITIONS. Protect and guard all excavations against damage to life, limb and property as prescribed by Los Angeles City Department of Building and Safety.

B. Protections of Persons and Property: Provide and install signs, lights and barricades at danger points on and off the job-site to guard against accidents, etc.

1. Barricade open excavations occurring as part of this work and post with warning lights.

2. Operate and maintain warning lights as recommended by authorities having jurisdiction.

3. Protect structures, utilities, sidewalks, pavements and other facilities from damage caused by settlement, lateral movement, undermining, washout and other hazards created by earthwork operations.

4. Perform excavation within drip-line of large trees to remain by hand, and protect the root system from drainage or dry out to the greatest extent possible. Maintain moist condition for root system and cover exposed roots with burlap. Paint root cuts of 1" diameter and larger with emulsified asphalt tree paint.

C. Existing Improvements (including trees and shrubs Indicated to Remain): Protect against damage resulting from Contractor's operations. Repair or replace damaged items to the full satisfactions of the City at no added cost to the City.

D. Shoring, Cribbing and Lagging: Required of excavations and earthbanks as necessary to prevent caving in, erosion or gullying of sides. Conform to applicable provisions in Section 02240 – SHORING of the Project Manual.

1. Design and calculations of shoring, etc. shall be in accordance with requirements of with the latest Los Angeles City Building Code, Section 2811 and Safety Orders of State of California, Division of Industrial Safety, Title 8, Subchapter 4, Article 6, Sections 1540 and 1541.

2. Upon completion of project or when no longer needed or otherwise directed by the authority having jurisdiction, remove all such shoring from the job-site.

E. Water: Divert or pump out of all excavations until concrete and other items are placed therein, forms removed and backfilling is completed. The Contractor shall provide a means for solids removal before discharging the water.

F. Existing Utilities: Utilities shown on the drawings are shown pursuant to a search of available records and are shown as a matter of information and not as a matter of fact. Conforming with Section 01112 - SUMMARY OF THE WORK, Section 01140 – CONTRACTOR'S USE OF THE PREMISES and other Sections of the Project Manual, the Contractor shall locate existing underground utilities in areas of work. If utilities are to remain in place, provide adequate means of support and protection during earthwork operations.

1. Should uncharted or incorrectly charted piping or other utilities be encountered during excavation, consult City immediately for directions. Cooperate with City and utility companies in keeping respective services and facilities in operation. Repair damaged utilities to satisfaction of utility Company.

2. Do not interrupt existing utilities serving facilities occupied and used by City and others, during occupied hours, except when permitted in writing by the Engineer and then only after acceptable temporary utility services have been provided.

3. Provide a minimum of 48-hour notice to the Engineer, and receive written notice to proceed before interrupting any utility. Obtain clearance and notify all utility companies in the area and call Underground Service Alert by calling (800) 422-4133. Deliver utility clearance ticket number to the Engineer prior to the start of any work.

4. Demolish and completely remove from site existing underground utilities indicated to be removed. Coordinate with utility companies for shut-off of service if lines are active.

1.7 INSPECTION

A. Required: All excavations and trenches shall be inspected by the Los Angeles City [Building and Safety] Inspector, and the Soil Engineer before filling, backfilling and/or other subsequent work is placed therein.

1. Earthwork backfill for structures shall comply with requirements of Section 300-3.5 - STRUCTURAL BACKFILL of SSPWC and/or requirements in the Project Manual.

1.9 MATERIAL HANDLING

A. Delivery: All materials, tools, equipment, etc. to be delivered to the job-site, in such a manner coordinated with progress of work of this Section.

B. Material Storage: Stockpile satisfactory excavated materials where directed, until required for backfill or dispose of in accordance with Section 300-2.6 - SURPLUS MATERIALS of SSPWC. Place, grade and shape stockpiles for proper drainage.

1. Locate and retain soil materials away from edge of excavations. Do not store within drip line of trees indicated to remain.

2. Dispose of excess soil material and waste materials as herein specified.

PART TWO – PRODUCTS

2.1 SOIL MATERIALS

A. Suitable Excavated Material: Suitable materials from excavations for use in fill and embankments shall be free from shale, sod, large clods or hard lumps of earth, roots, trash or other debris; that has a liquid limit of less than 30 and a plasticity index of less than 9; and is readily compatible to specified density. No rock, cobbles or broken concrete exceeding 2 inches in maximum dimension shall be placed in compacted fill without the specified approval of the Engineer. No rock, cobles or broken concrete exceeding 1 inch in maximum dimension

shall be placed in compacted fill of the utility trench.

B. Fill Material: Furnish imported earth material as necessary; if specified in the contract requirements or if the amount of suitable earth materials obtained from the job-site excavations is not sufficient to properly construct the required fill, subject to the approval of the Engineer or the Soil Engineer prior to use.

1. Submit imported fill material samples and testing results for the Engineer's approval prior to importing to the job site in accordance with Section 300-5 BORROW EXCAVATION of SSPWC.

2. Imported fill material shall be free of foreign materials, vegetable growths, sod, rocks, expansive soils and all debris.

3. Lime for Treatment of Imported Fill Material: As here after specified in accordance with Section 301-5 - LIME-TREATED SOIL of SSPWC.

4. Where fill material exhibits a wide variation in consistency, the Engineer may require blending to stabilize and upgrade the material as directed by the Engineer.

5. In landscape (planting area), fill shall not be saline or contain anything that would prevent normal plant growth: See LANDSCAPING, Section 02900 of the Project Manual for verification of required or approved fill material.

C. Base Material: "Crushed Aggregate Base", as specified in Section 200-2 - UNTREATED BASE MATERIALS of SSPWC.

2.2 TOPSOIL

A. Where required by and shown on the Landscape Drawings or otherwise required, provide topsoil consisting of friable, fertile soil of loamy character, containing an amount of organic matter normal to the region, capable of sustaining healthy plant life, and reasonably free from subsoil, roots, heavy or stiff clay, stones larger than [2 inches] in greatest dimension, noxious weeds, sticks, brush, litter, and other deleterious matter.

B. Obtain topsoil from sources within the project limits, provide imported topsoil from approved sources outside the project limits, or from both sources.

2.3 OTHER MATERIALS

Provide other materials, not specifically described but required for a complete and proper installation, as selected by the Contractor subject to the approval of the Engineer.

PART THREE - EXECUTION

3.1 SURFACE CONDITIONS

Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until detrimental conditions are corrected.

3.2 WATER QUALITY PROTECTION

A. Eroded sediments and other pollutants must be retained on side and may not be transported from the site via sheetflow, swales, area drains, natural drainage, or wind.

B. Stockpiles of earth and other construction-related materials must be protected from being transported from the site by wind or water.

C. Fuels, oils, solvents, and other toxic materials must be stored in accordance with their listing and are not to contaminate the soil ~~n~~or the surface waters. All approved toxic storage containers are to be protected from the weather. Spills must be cleaned up immediately and disposed of in a proper manner. Spills may not be washed into the drainage system.

D. Excess or waste concrete may not be washed into the public way or any drainage system. Provisions shall be made to retain concrete wastes on-site until they can be appropriately disposed of or recycled.

E. Trash and construction-related solid wastes must be deposited into a covered receptacle to prevent contamination of rainwater and dispersal by wind.

F. Sediments and other materials may not be tracked from the site by vehicle traffic. The construction entrance roadways must be stabilized so as to inhibit sediments from being deposited into the public ways. Accidental depositions must be swept up immediately and may not be washed down by rain or by any other means.

3.3 CONTAMINATED SOIL

A. The following requirements apply to handling and disposing of contaminated soils or debris encountered during site excavations.

1. The Contractor shall be licensed for hazardous materials handling and hauling or have a qualified licensed subcontractor on call to provide a site-specific Health & Safety Plan and supervise sampling and chemical analysis of potentially-contaminated soils or debris. The Plan should specify particular action levels for each contaminant found during exploratory drilling and suspected to occur along the project alignment or within the site and provide guidelines for personal safety and public protection, including monitoring and appropriate personal protective equipment needed on the jobsite during all phases of excavation of the project.

2. The workers exposed to or handling contaminated soils shall have sufficient health and safety training, consistent with OSHA Hazardous Waste Operation Standards (29 CFR 1910.120), and Cal-OSHA "Hazardous Waste Operations & Emergency Response" (8 CCR 5192). The contractor, qualified subcontractor or an industrial hygienist shall prepare a site-specific health and safety plan. The plan shall appoint a site safety officer and establish responses to contaminants, including methane gas, known to exist in the area based on site knowledge and/or a Phase II Site Assessment Report.

3. Soils which have visible staining or an odor shall be tested in the field by the contractor or qualified environmental subcontractor with an organic vapor analyzer (OVA) for volatile components, which require additional considerations in their handling and disposal. Soil with OVA readings exceeding 50 ppm volatile organic compounds (probe held 3 inches from

the excavated soil face), or which is visibly stained or has a detectable petrochemical odor shall be stockpiled by the Contractor separately from non-contaminated soils. If volatile compounds are present at concentrations exceeding 50 ppm, an SCAQMD Rule 1166 permit will be required, which most likely will require control of vapor, such as covering the stockpiles with plastic sheeting or wetting with water or a soap solution. The Contractor shall obtain all permits.

4. The stockpiles shall be barricaded near the excavation area, away from drainage areas or catch basins, on an impermeable plastic liner (6 mil nominal thickness and tested at 100 psi strength). Caution must be taken to separate any contaminated soil from the remainder of the excavated material. If only a small amount of contaminated soil is encountered, it may be drummed in 55-gallon steel drums with sealing lids. Sealed soil bins may be required on larger projects and/or those in residential areas.

5. The stockpiled soil shall be sampled in a random and representative manner. To establish waste classification, samples shall be analyzed for Total Recoverable Petroleum Hydrocarbons (TRPH), volatile organics (VOC), TPH as gasoline or diesel if these fuels are found in the area, Title 22 heavy metals, reactivity (pH), corrosivity and toxicity. The number of samples will depend upon the volume of material removed, one sample for approximately every ton of soil. Storage space available at the site and site occupant sensitivity will determine the amount of soil that can be stockpiled. Suspected contaminated soil samples can be taken to a State-certified environmental laboratory or tested in the field with a mobile lab. Materials with elevated levels of TRPH, metals or other regulated contaminants will require handling by workers who have been adequately trained for health and safety aspects of hazardous material handling.

6. In older areas of the City, unanticipated types of hazardous waste are sometimes encountered, even if not discovered in the site assessment investigations. Should potential biohazards (such as medical waste material or syringes), lead-based paint, mercury-containing lamps or thermostats, PCB-containing transformer ballast, or asbestos-containing materials as “Transite” pipe be suspected, appropriate chemical tests shall be taken to verify the presence and concentrations of these contaminants before they are disturbed. All appropriate U.S. EPA and Cal-OSHA regulations must be followed; generally specialty licensed hazmat remediation and/or air monitoring firms with certified personnel must be employed.

B. Removal and Classification of Excavated Soil

C. Contaminated Groundwater

1. Water quality may vary over the project excavation. Contamination with fuel hydrocarbons, heavy metals and high mineral content is possible. Should any dewatering be needed for excavation bottoms, the extent shall be minimized, sufficient to remove interior or nuisance water from structures. Dewatering minimization is required to avoid moving potential contamination plumes nearby and to avoid settlement of nearby structures. Cut-off methods such as using interlocking sheetpiles or slurry/grout walls may be used. Dewatering plans shall be prepared by

the Contractor or qualified Geologist and reviewed and approved by the Engineer before dewatering operations begin. Sampling ports should be provided in the dewatering system.

2. The produced water shall be temporarily stored in large Baker-type tanks and analyzed by a State-certified environmental laboratory selected by the contractor. If the groundwater quality falls within guidelines established by the Bureau of Sanitation, Department of Public Works, a permit may be obtained to discharge the water into a nearby sewer. A NPDES permit from the Los Angeles Regional Water Quality Control Board will be required for any discharge into the storm drain system. If hydrocarbon or other water contamination precludes this, the water will have to be treated onsite (such as in an oil-water separator) or hauled off-site in vacuum trucks to a local water treatment facility.

3.4 SITE PREPARATION

A. Remove the existing soil including fill material, debris, roots and foreign materials to natural soil at the proposed building site. Removal shall be continued to at least 5 feet beyond the exterior faces of the exterior foundation. Removal shall be done in accordance with Section 02210 - SITE CLEARING and Grubbing of the Project Manual.

B. Subgrades: Scarify for recompaction to a depth of 6-inches, bring to optimum moisture content and then recompact to at least 95% maximum density for subgrade as per ASTM D1557 - TESTED METHOD FOR LABORATORY COMPACTION CHARACTERISTICS OF SOIL USING MODIFIED EFFORT (56,000 FT - LBF/FT^3.). Prepare subgrade in accordance with Section 301-1 - SUBGRADE PREPARATION of SSPWC.

C. Holes and trenches existing on the job-site or resulting from Contractor's operations shall be filled with clean existing or imported earth materials (free of large clods and stone).

Unless indicated otherwise, construct fill in accordance with Section 300-4.5 - PLACING MATERIALS FOR FILLS of SSPWC in 8-inch layers and each layer compacted to 95% relative compaction and finished to elevations necessary to require cutting by fine grading. Inspection by Los Angeles City Building and Safety Inspector and the Soil Engineer are required prior to filling. Obtain minimum one compaction test for each layer or volume specified by Code.

D. Grading: To elevations of existing adjoining street surfaces, private property and surfaces immediately adjacent to the job-site limits [indicated on the Contract Drawings]; make all grades in a straight line from any point to any other perimeter point.

E. Dewatering:

1. Remove all water, including rain water, encountered during trench and sub-structure work to an approved location by pumps, drains, and other approved methods.

2. Keep excavations and site construction area free from water.

F. Dust Control: Use means necessary to prevent dust becoming a nuisance to the public, to neighbors, and to other work being performed on or near the job-site.

G. Moisture Control: Where subgrade or layer of soil material must be moisture conditioned before compaction, uniformly apply water to surface of subgrade, or layer of soil material. Apply water in manner to prevent free water appearing on surface during or subsequent to compaction operations.

1. Remove and replace, or scarify and air dry, soil material that is too wet to permit compaction to specified density.

2. Soil material that has been removed because it is too wet to permit compaction may be stockpiled or spread and allowed to dry. Assist drying by discing, harrowing, or pulverizing until moisture content is reduced to a satisfactory value.

H. Rework: Any previously compacted or tested subgrade and fill material, which are affected or disturbed, in the opinion of the Soil Engineer, by the inclemency of the weather such as rains, floods, earthquake or others shall be reworked, retested and re-inspected at no additional cost to the City.

I. Approval of Subgrade: By the Soil Engineer and the Los Angeles City Building and Safety Inspector prior to placing any fill.

3.5 GRUBBING AND GRADING

A. Remove entire roots under the footings and elsewhere to new finished elevation of each surface.

B. Rough: Leave cut and fill sufficiently high to require cutting by fine grading.

C. Fine: To elevations required to ensure proper drainage or finished elevations indicated on drawings; finish elevations for planting areas as specified for topsoil fill.

D. Subgrade Preparation: Required for all areas, other than filled or backfill areas, over which moisture barrier material, slabs, walks or pavement will be placed; in accordance with provision specified herein and Section 301-1 - SUBGRADE PREPARATION of SSPWC.

E. Inspection Required: Prior to placing base material, concrete or other materials.

F. Grading for Demolition Jobs: To specified elevations or elevations of existing sidewalks, adjacent property lines or surfaces immediately adjacent to the sites. Make all grades straight-line from any point to any other perimeter point.

G. Grading for New Asphalt Concrete Paving:

1. Rough: Cut and fill to be left sufficiently high to require cutting by fine grading and preparation of the surface for placement of the required select base material to thickness [noted on the Contract Drawings] or matching that of adjacent existing select base materials.

2. Fine: To exact elevations necessary for required new paving and paving repairs.

3. Testing and Inspection Required: Prior to placing of select base and asphalt paving materials.

3.6 EXCAVATING

A. General:

1. Excavation consists of the removal and disposal of materials necessary to establish required grade elevations and certified compacted fill for new construction pursuant to Section 300-2 UNCLASSIFIED EXCAVATION of SSPWC.

2. Excavated materials suitable for use as fill and/or backfill to be stockpiled where directed by the Engineer.

3. Non-approved and excess excavated materials to be legally removed and disposed of from the job-site.

4. Shoring, Bracing and Bulkheading of Trenches: All to be provided, installed and maintained where required to support trenches, See Subsection 1.6 of this Section. Conform to the requirements prescribed by the Los Angeles City Department of Building and Safety, CAL/OSHA, Section 02240 - SHORING and other Sections of the Project Manual.

5. Access to Trenches: Conform to Section 306-1.1.4 - ACCESS TO TRENCHES of SSPWC. Provide safe and suitable ladders, which project 2 feet above the top of the trench. It shall be provided for all trenches over 4 feet in depth. Minimum one ladder shall be provided for each 50 feet of open trench or fraction thereof, and be so located that the workers in the trench need not move more than 25 feet to a ladder.

6. Encountered Existing Underground Piping or Conduits: Immediately stop the trench operations at the point of encounter, notify the Engineer of such condition and submit support drawings to the Engineer for approval. The support drawings shall be in conformance with the Los Angeles City Bureau of Engineering Standard Plans S-253, SUPPORTS FOR STORM DRAIN AND SEWER PIPES ACROSS TRENCHES, latest edition; CAL/OSHA and the utility company's requirements.

B. Conduit and Piping: Conforming to the requirements as specified on the drawings, Los Angeles City Plumbing Code, SSPWC and other sections of the Project Manual. Any piping with 8 feet or less cover or backfill, Case 1 Bedding Installations of Los Angeles City Bureau of Engineering Standard Plan S-251, latest edition, shall be used for all piping laying unless otherwise specified on the drawings or noted.

1. Depth and Width of Trench For Storm Drainage Piping: To depth necessary for installation of piping and construction of catch basin in accordance with requirements of Section 02545 - STORM DRAIN SYSTEM, PLUMBING Section in Division 15 of the Project Manual and as noted on the Contract Drawings. Provide minimum 12 inches side clearance from side of the piping. Make the sides vertical and the bottoms smooth, firm, level or uniformly sloped as required, slope to not exceed a downward slope of two horizontal to one vertical in a manner to prevent formation of water pockets in the pipe. For backfill or earth cover exceeded 8 feet, refer to Los Angeles City Bureau of Engineering Standard Plan S-251, latest edition, for maximum allowable trench width and bedding material. Unless specified otherwise, provide minimum 2 inches washed sand bedding below the pipe barrel.

2. Depth and Width of Trench for Plumbing Piping: As necessary for complete installations of the piping, fixtures and controls; provide minimum 12 inches side clearance from side of the piping; make the sides vertical and bottoms smooth, firm, level or slopes, as required by the code for proper drainage. Final elevations shown on Contract Drawings shall mean the invented pipe elevations. Pipe thickness and bedding thickness shall be used in determining trench depths. Conform to the requirements as specified in the Los Angeles City Plumbing Code and in Division 15 of the Project Manual. For backfill or earth cover exceeded 8 feet, refer to Los Angeles City Bureau of Engineering Standard Plan S-251, latest edition, for maximum allowable trench width and bedding material. Unless specified otherwise, provide minimum 4 inches washed sand bedding below the pipe barrel.

   If final elevation is not shown on contract drawings, place all piping to a depth no less than 24 inches.

3. Depth and Width of Trench for Electrical Conduit and Pull Box: As necessary for complete installation of the electrical conduits and pull box, unless specified otherwise, provide minimum 7 1/2 inches side clearance from the side of the conduit and pull box and 2 inches sand bedding in accordance with the Contract Drawings and requirements of the Utility Company.

   Conduit shall be placed to a depth of not less than 24 inches and 36 inches under the driveway.

4. Depth and Width of Trench for Landscape Irrigation Piping: As necessary for complete installations of the piping fixtures and controls; provide a minimum of 7 1/2 inches side clearance from the side of the piping and 4 inches washed sand bedding. Depth of piping shall be conformance with Section 02810 – IRRIGATION SYSTEMS of the Project Manual. All trenches for electrical conduit and wiring shall be in accordance with requirements listed hereinbefore.

C. Corrections: Required of all unauthorized excavations made below indicated depths, as recommended by the Soil Engineer at no added cost to the City.

3.7 FILLING

A. General: Construct in accordance with Section 300-4- UNCLASSIFIED FILL of SSPWC and place in layers not exceeding [8-inches] thickness, compacted to a relative compaction of not less than [95%] when tested in accordance with Section 211-2 - COMPACTION TESTS of SSPWC, except that fill in planting areas may be compacted to [90%] relative compaction.

B. In Planting Areas and Tree Wells: If flooding method is specified for fill material, place saturated fill (exclusive of topsoil fill) prior to construction of adjacent improvements to minimize settlement as follows:

1. Planting Areas and Holes: Cultivate and soak the specified backfill mix for a minimum of two days using a common lawn soaker.

2. Tree Wells: Excavate a sump approximately 3-feet square by 3-feet deep and flood each sump for about 3 days.

C. Fill all holes on the existing job-site or resulting from site-clearing or demolition operations.

D. Topsoil Fill: Specified in Section 02900 - LANDSCAPING of the Project Manual.

E. Inspection Required: Prior to placement of fill materials. See Subsection 1.7A of this Section.

F. Concrete and Asphalt Site Improvements Walkways: Compact top 6 inches of existing subgrade and each 8" layer of backfill or fill material at 95% relative density.

3.8 BACKFILLING

A. Prior to Backfilling: Remove debris, trash and form materials from excavations.

B. Inspection Required: Prior to backfilling operations.

C. Placement of Backfill: In layers not exceeding [8-inches] thickness, moisten to optimum moisture content and tamp until required [95%] relative compaction is secured and finish to suitable elevations to provide for anticipated settlement and shrinkage.

D. In Planting Areas Holes and Tree Wells: After planting, cultivate and soak the specified backfill mix for a minimum of two days using a common lawn soaker if specified.

3.9 DISPOSAL OF EXCESS AND WASTE MATERIALS

A. Removal from City's Property: Remove waste materials, including unacceptable excavated material, trash and debris, and dispose of it off City's property in a legal manner and to conform with the requirements shown in Section 01572 – CONSTRUCTION AND DEMOLITION WASTE MANAGEMENT of Division 1 - General Requirements.

B. Provide written consent of the owner of the property upon which the surplus material is to be deposited, pursuant to Section 01572 – CONSTRUCTION AND DEMOLITION WASTE MANAGEMENT specified above and Section 300-26 - SURPLUS MATERIAL of SSPWC.

3.10 PAYMENT FOR CONTAMINATED SOIL REMOVAL AND BACKFILLING

Contractor shall submit contract bid price for the removal and disposal of contaminated soil with estimated quantity specified in SCHEDULE OF WORK AND PRICES. The area of removal shall be determined by Soil Engineer or Engineer in the field. Contractor shall include in the contract bid price all incidental costs for complete removal and disposal of contaminated soil including labors and materials for excavation; backfill and compaction; shoring; temporary storage, soil sampling and testing; imported backfill soil; barricade; all necessary permits, notification, manifest and inspections; delays; additional mobilization; field office salary and expenses, profit and overhead cost for all Subcontractors and General Contractor. The total quantity of work shall be determined by the amount of contaminated soil removed and disposed from the job site. An adjustment in payment shall be made based upon the increase or decrease in quantity and the contract bid price submitted, with no additional overhead and profit mark-up; or overhead and profit allowance.

(END OF SECTION)

SECTION 02820
SLIDING GATES AND OPERATORS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes:

1. Sliding gate assembly consisting of, but not limited to, the following:
2. Steel gates.
3. Operating hardware.
4. Electric operator.
5. Control system.
6. Embedded loops and vehicle detectors.
7. Supplementary parts and components, such as clips, fasteners, supplementary framing, and other miscellaneous accessories required for a complete installation.

B. Related work:

1. Division 5 for metal fabrications.
2. Division 7 for sealants.
3. Division 9 for finish painting gate assembly.
4. Sections 13700 and 13720 for interface to security system.
5. Division 16 for electrical power to electric operator control box, and conduit from electric operator to control unit.

1.2 REFERENCES

A. Vehicle gate operators shall be manufactured to UL requirements and shall be listed as an approved product by the UL testing laboratory. All vehicle gate operators shall be furnished with UL labels.

1.3 SUBMITTAL

A. Procedure: In accordance with Division One.

B. Product Data:

1. Provide manufacturer's catalog cuts with printed specifications and installation instructions.
2. Furnish detailed sequence of operation (description of system).
3. Provide 4 copies of operation and maintenance data covering the installed products, to the City Engineer. Including name, address and telephone number of the nearest fully equipped service center.

C. Shop Drawings:

1. Supply shop drawings showing the relationship of operating systems with other work. Include details of all major components. Include parts list showing manufacturer's names and part numbers for the complete installation.
2. Include complete details of gate construction, gate height, post spacing dimensions and unit weights of structural components.

1.4 QUALITY ASSURANCE

A. Manufacturer's supervision: Manufacturer authorized representative must supervise installation of the gates and submit a written report at completion of installation stating that installations were made in compliance with the equipment manufacturer's instructions.

B. Installer's qualifications: Firm approved by the equipment manufacturer and who has completed at least 5 installations similar in material, design, and extent to that indicated for Project which have resulted in installations with a record of successful in-service performance, for the 3 years preceding proposed installation on the Project.

C. Regulatory requirements: Electronic and electrical components of gate assembly must be UL listed and labeled.

PART 2 - PRODUCTS

2.1 MANUFACTURER

A. Fortress Cantilever Slide Gate System as manufactured by Tymetal Corp., (800) 328-4283 or equal.

B. Manufacturer shall submit test results stating that the gate panel and operator have been tested as a system for 200,000 cycles.

2.2 SYSTEM DIMENSIONS

A. Gate opening dimensions shown on the Drawings.

2.3 SYSTEM FUNCTION

A. General Description:

1. System shall be designed to operate cantilever sliding gates. See Drawings for gate panel filler.

B. Operation:

1. System shall be designed so that gate movement from the closed position is impossible except by electric or mechanical means.

C. Variable Speed-Rate of Travel:

1. The 225 VS gate operator shall have the ability to achieve a maximum gate speed of 2.2 feet per second, and shall be equipped with soft-start and soft-stop function to prevent shock load to the gate panel and operator.

2.4 MOTOR

A. Motor Size: The electrical motor shall be 1 HP with the voltage and characteristics shown on the Drawings.

B. AC Drive: The variable frequency drive unit shall allow for programmable speeds and programmable soft-start and soft-stop features.

C. Overload Protection: Motors shall be protected against overload by either a thermal or a current sensing over load device.

D. Gear (Box) Reducer:

1. The self-enclosed gear-head gearbox shall be manufactured as a single unit, and shall consist of a hardened steel, machine cut worm and mating bronze gear running in oil bath. Oil shall be a #634 specialty oil with a fluid pour point of –44 degrees F. The gearbox shall perform the following functions:

a. Adjustable Clutching Device.

b. Manual disconnect by crank handle.

E. Gear Box Heater: A 110 VAC electrical service shall provide power to the thermostat controlling the internal gearbox heater.

F. Drive – Chain: A #50 roller chain shall be utilized. All chain brackets and required attachment hardware shall be supplied.

G. Manual Operation:

1. A crank handle, located in the motor box at ground level, shall provide a two-step emergency procedure for manual operation:

a. Unlock and open motor-box door.

b. Fold out handle and crank gate opened or closed.

H. Limits: The operator shall be equipped with an integral limit system, providing accurate settings to control the open and close positions of the gate, and shall not be affected by manual operation or motor removal.

I. Control Circuit: U.L. listed operator to include 24 VAC controls.

J. Control wiring: The electrical contractor shall supply all exterior control wiring.

K. Audio Alarm:

1. This alarm shall have a dual function.

a. The first function shall be as a warning prior to gate movement. When the motor control board recognizes a command, this alarm shall be activated 3 seconds before the motor is energized and the gate begins to move. This shall be continuously activated while the gate is in motion.

b. The second function shall be as an entrapment notification alarm (for UL Class III). This alarm shall sound as a result of a second activation of the external primary entrapment prevention device before an end limit (open or close) is reached. The pulsing rate of the alarm in the entrapment notification mode shall be faster than the pulsing rate when in the warning mode prior to gate movement.

L. Main Power Disconnect Switch and Wiring Compartment: When this switch is in the OFF position, the main power shall be disconnected from the Variable Speed Drive, Motor Control Board and power transformers.

M. Speed: The gate operator speed shall be fully programmable from minimum/maximum of 1 foot to 2.2 feet per second.

N. Transformer: Operators shall have a 75 VAC transformer to provide Class II power.

O. Auto Close Timer: Adjustable from 2 to 60 seconds, the timer provides an automatic closure of the gate from the full open position.

2.5 MOTOR HOUSING

A. Water Resistant Motor Box: Shall be constructed of 10-gauge sheet steel, hot-dip galvanized per ASTM 123, gasketed and located at ground level for easy maintenance.

B. Security Hinges and Tamper Resistant Security Screws: Shall be furnished to secure operator enclosure components and as specified in Section 05560.

C. Motor Box Lock: Motor box shall be locked with a prison dead bolt. Provide 3 paracentric keys per key code.

2.6 STRUCTURAL SLIDING GATE PANEL

A. Gate Frame: The gate frame shall be fabricated from 6063-T6 aluminum alloy extrusions. The top member is a 3" x 5" aluminum structural channel/tube weighing not less than 3.0 lb/lf. This is also referred to as a "large primary". This member shall be "keyed" to interlock with the

"keyed" track member. If fabricated as a single horizontal piece, the bottom member shall be a 2" x 5" aluminum structural tube weighing not less than 2.0 lb/lf. If fabricated in two horizontal pieces, the bottom member shall be a 5" aluminum structural channel weighing not less than 2.65 lb/lf. The two horizontal pieces or sections shall be spliced in the field. The vertical members at the ends of the opening portion of the frame shall be "P" shaped in cross sections with a normal base dimension of no less than 2" x 2" and weighing not less than 1.6 lb/lf. The intermediate vertical members shall alternate between 2" x 2" and 1" x 2" in cross section weighing not less than 1.1 lb/lf and 0.82 lb/lf respectively. The spacing for the vertical intermediates shall be less than 50% of the gate frame height.

B. Fabrication: The gate frame shall be fabricated in one or multiple sections depending on size requirements or constraints.

C. Gate Track: The gate shall have 2 separate semi-enclosed "keyed" tracks, extruded from 6105-T5 aluminum alloy weighing not less than 2.9 lb/lf. Track members to be located on each side of the top member. When interlocked and welded to the "keyed" top member, it forms a composite structure with the top of the gate frame. Welds to be placed alternately alone the top and side of the track at 9" centers with welds being a minimum of 2".

D. Gate Trucks: The gate frame is to be supported from the tracks by four, swivel-type, self-aligning, 4-wheeled, sealed lubricant ball-bearing truck assemblies. These are to be attached to double 4" O.D. support posts, the bottom of which shall be equipped with two pairs of 3" rubber guide wheels.

E. Diagonal Bracing: Diagonal "X" bracing of 3/16" minimum diameter stainless steel aircraft cable shall be installed to brace the gate panels and to provide a ready means of vertical adjustment.

F. Posts: Double set of support posts shall be 4" OD galvanized steel with concrete footings as specified by the gate Contractor.

G. Gate Filler: Louvered, the gates will have angle installed as louvers as detailed on the drawings.

H. Gate Finish: Gate to be mill finish aluminum.

I. Gate Lock: Gate system shall be furnished with an electro-mechanical lock. Lock shall be supplied with status indication and with a five tumbler mechanical lock. All gates shall be keyed alike. Lock to be supplied by gate manufacturer.

2.7 CONTROLS

A. UL Class III installations (Non-Supervised– Automatic Gate system)

1. For Class III installations, an external primary entrapment protection system must be installed for both close and open gate directions. When this equipment is installed, momentary contact on the pushbutton control will start or stop gate movement. The built-in auto-close timer may be used to automatically close the gate from a full open position after a user-defined interval (from 2-60 seconds).

B. Two Albano IR-55 Photo-beams are provided with the operator as devices to provide primary entrapment protection under the UL 325 guidelines. The inclusion of these photo-beams does not alleviate the contractor from the responsibility of identifying and providing protection from safety hazards under UL 325 standards for Class III operation. The secondary entrapment protection device shall be the inherent audio alarm.

C. It will be up to the installing contractor to ensure that the external primary entrapment safety devices (contact / non-contact or some combination of) be installed for the specific site conditions.

2.8 CONTROLS FOR ELECTRICALLY, NON-SUPERVISED, CANTILEVER SLIDING GATES

A. Controls to Enter Facility: Card access reader, coordinate with Sections 13700 and 13720.

B. Controls to Exit Facility: Reversing device (Loop Detector), Model PEEK 625X, to detect the presence of transit of a vehicle over an embedded loop of wire. The loop of wire shall produce a magnetic field which is charged by the presence of a vehicle. The vehicle detector shall detect the change in the inductance and generate an electrical signal to operate the control equipment.

C. Roadway sealant: One-part moisture curing, flexible, self-leveling and non-shrink sealant specifically designed for traffic control loops and wiring, Gold Label 1P Loop Sealant by Chemrex or equal.

PART 3 - EXECUTION

3.1 INSPECTION

A. Final Grades and Installation Conditions:

1. Final grades and installation conditions shall be examined. Work shall not begin until all unsatisfactory conditions are corrected.

3.2 INSTALLATION

A. Equipment: Equipment in this section shall be installed in strict accordance with the manufacturer's printed instructions unless otherwise shown on the Drawings.

3.3 SYSTEMS TEST

A. Adjustment: The complete system shall be adjusted to assure it is performing properly.

B. Preliminary Test: The system shall be operated for a period of time long enough to determine that the system is in suitable condition.

(END OF SECTION)

SECTION 03100
CONCRETE FORMWORK

PART 1 -- GENERAL

1.1 THE REQUIREMENT

A. The CONTRACTOR shall furnish all materials for concrete formwork, bracing, shoring, and supports and shall design and construct all falsework and scaffolding, all in accordance with the provisions of the Contract Documents.

B. DEFINITIONS

1. Exposed Concrete: All concrete that is visible in the finished work, including concrete to be painted.

2. Unexposed Concrete: All other concrete that is concealed in the finished work, including plastered surfaces and attic and utility spaces.

1.2 RELATED WORK SPECIFIED ELSEWHERE

A. Section 02220 Earthwork.

B. Section 03200 Reinforcement Steel.

C. Section 03290 Joints in Concrete.

D. Section 03300 Cast-in-Place Concrete.

E. Section 03315 Grout.

F. Section 03370 Concrete Curing.

G. Section 07900 Joint Sealants.

1.3 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

A. Comply with the reference standards and Standard Specifications as specified in the GENERAL REQUIREMENTS.

B. Comply with the current provisions of the following Codes and Standards, as applicable:

1. Government Standards:

PS 1	U.S. Product Standard for Concrete Forms, Class I
PS 20	American Lumber Softwood Standard
CSS	Caltrans Standard Specifications

2. Commercial Standards:

ACI 347	Recommended Practice for Concrete Formwork
ACI 117	Standard Tolerances for Concrete Construction and Materials

1.4 CONTRACTOR SUBMITTALS

A. Submittals shall be made in accordance with the GENERAL REQUIREMENTS.

B. The following submittals and specific information shall be provided.

1. Falsework Calculations and Drawings: The CONTRACTOR shall comply with all the latest applicable Sections of the Division of Industrial Safety, Construction Safety Orders. In addition, formwork/falsework must be designed, fabricated, erected, supported, braced, and maintained so that it will be capable of supporting without failure all vertical and lateral loads that might be applied to the formwork. Drawings and plans, including all revisions for the jack layout, formwork (including shoring equipment), working decks, and scaffolds, must be available at the jobsite. All shoring equipment (including equipment used in reshoring operations) must be inspected prior to erection to determine that the equipment meets the requirements specified in the formwork drawings. Plans and Calculations shall be prepared and signed by a Civil Engineer, registered in the State of California. A copy of the falsework plan or shoring layout shall be available on the job site at all times. The Engineer who designed the falsework or vertical shoring shall personally inspect such work and provide a written certification that the work conforms to the design.

Scaffolding Calculations and Drawings: Scaffolding shall be defined in accordance with and shall conform to the Construction Safety Orders of the Division of Industrial Safety. If scaffolding is constructed for this project over or adjacent to traffic, or suspended from the traveled way, the Contractor shall submit to the Engineer working drawings for scaffolding systems. The scaffolding manufacturer's name, address, and phone number shall be shown on the working drawings. The working drawings, details and calculations for the scaffolding shall be stamped and signed by an engineer who is registered as a Civil Engineer in the State of California. In addition, prior to submitting the working drawings to the Engineer, the working drawings shall be stamped and signed by an independent reviewer who is registered as a Civil Engineer in the State of California. The independent reviewer shall not be employed by the same entity preparing the working drawings.

2. The CONTRACTOR shall, in accordance with the requirements in GENERAL REQUIREMENTS file with the City detailed plans of the falsework and scaffolding proposed to be used. Such plans and calculations shall be in sufficient detail to indicate the general layout, pattern layout, dimensioned to precisely locate grooves, form panel jointing, and similar features. The submittal shall also include sizes of members, anticipated stresses, grade of materials to be used, and typical soil conditions.

a. Form Release Compound

b. Form Ties and Spreaders

c. Installation Instructions

1.5 QUALITY ASSURANCE

A. Tolerances: The variation from established grade or lines shall not exceed 1/4-inch in 10 feet and there shall be no offsets or visible waviness in the finished surface. All other tolerances shall be within the tolerances specified in ACI 117, unless noted otherwise.

B. Laborers: Use adequate number of skilled laborers who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the

methods needed for proper performance of the work of this Section.

C. Prior to construction of formwork for concrete beams and slabs above grade, Contractor shall conduct a meeting at the site to determine and define all cambers required for the project. ENGINEER, Contractor and Contractor's formwork installer shall be in attendance at this meeting.

D. Engage a licensed surveyor to verify that work is within specified tolerances. Surveyor shall report in writing to the ENGINEER, with copy to Contractor, certifying work as acceptable or indicating deviations from allowable tolerances.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials for forms in timely manner to ensure uninterrupted progress.

B. Store materials by methods that prevent damage and permit ready access for inspection and identification.

PART 2 -- PRODUCTS

2.1 GENERAL

A. Except as otherwise expressly accepted by the ENGINEER, all lumber brought on the job site for use as forms, shoring, or bracing shall be new material. All forms shall be smooth surface forms and shall be of the following materials:

Walls	-	Steel or plywood panel
Columns	-	Steel, plywood or fiber glass
Roof, floor, deck and soffit	-	Plywood, Steel Panels
All other work	-	Steel panels, plywood or tongue and groove lumber

2.2 FORM AND FALSEWORK MATERIALS

A. Materials for concrete forms, formwork, and falsework shall conform to the following requirements:

1. Lumber shall be Douglas Fir or Southern Pine, construction grade or better, in conformance with U.S. Product Standard PS20.

2. Plywood for concrete formwork shall be new, waterproof, synthetic resin bonded, exterior type Douglas Fir or Southern Pine plywood manufactured especially for concrete formwork and shall conform to the requirements of PS 1 for Concrete Forms, Class I, and shall be edge sealed.

3. Form materials shall be metal, wood, plywood, or other material approved by the ENGINEER that will not adversely affect the concrete and will facilitate placement of concrete to the shape, form, line, and grade shown. Metal forms shall be an approved type that will accomplish such results.

   Forms for exposed exterior concrete surfaces shall be American Plywood Association (APA) High Density Overlay (HDO) Plyform Class I Ext. 48" X 96" X 3/4" minimum thickness.

   Forms for other concrete surfaces shall be American Plywood Association (APA) Douglas Fir B-B Plyform Class I Exterior PS 1, 3/4-inch minimum thickness.

4. Coated Form Plywood: For exposed painted concrete, plastic overlaid plywood of grade specified above, factory coated with a form coating and release agent equal to “Noxcrete”.

5. Tube forms: Sonoco "Seamless Sonotubes", Alton Building Products "Sleek Seamless Standard Wall", or equal, type leaving no marks in concrete, 1-piece lengths for full required height.

B. Unless otherwise shown, exterior corners in exposed concrete members shall be provided with 3/4-inch chamfers. Re-entrant corners in concrete members shall not have fillets unless otherwise shown.

C. Forms and falsework to support the roof and elevated floor slabs shall be designed for the total dead load, and a minimum construction live load of 30 psf .

D. Forms proposed for use at bridges shall comply with Caltrans Standard Specification Section 51.

2.3 FORM TIES

A. Form ties with integral waterstops shall be provided with a plastic cone or other suitable means for forming a conical hole to insure that the form tie may be broken off back of the face of the concrete. The maximum diameter of removable cones for rod ties, or of other removable form-tie fasteners having a circular cross-section, shall not exceed 1-1/2-inches; and all such fasteners shall be such as to leave holes of regular shape for reaming.

B. Form ties for water-retaining structures shall have integral waterstops. Removable taper ties may be used except for water bearing structures, when approved by the ENGINEER. A preformed neoprene or polyurethane tapered plug sized to seat at the center of the wall shall be inserted in the hole left by the removal of the taper tie.

2.4. FORM RELEASE COMPOUND

A. Form release compound shall be non-staining clear coating free from oil, silicone, wax, and not grain-raising, Use "Nox-crete Form coating" by Nox Crete, "Formshield" by Euclid Chemical Company, "Burke Bio Release" by Edoco, or "Cast-Off" by Sonneborn, or an approved equal. Where form liners are used, provide form compound recommended by form liner manufacturer. However, regardless of product use, provide form compound that is VOC compliant for the area used.

2.5 EARTH FORMS

Unless otherwise indicated or required, concrete for footings and pile caps may be placed directly against vertical excavated surfaces, provided the material will stand without caving, that minimum reinforcing steel clearances are maintained, and suitable provisions are taken to prevent raveling of top edges or sloughing of loose material from walls of excavation. Sides of excavation shall be made with a neat cut and the width made as indicated. Concrete which is exposed to view on exterior shall be formed to maintained depth of 6 inches below finished grade.

PART 3 -- EXECUTION

3.1 GENERAL

A. Forms to confine the concrete and shape it to the required lines shall be used wherever necessary. The CONTRACTOR shall assume full responsibility for the adequate design of all forms, and any forms which are unsafe or inadequate in any respect shall promptly be removed from the WORK and replaced at the CONTRACTOR's expense. A sufficient number of forms of each kind shall be provided to permit the required rate of progress to be maintained. The design and inspection of concrete forms, falsework, and shoring shall comply with applicable local, state and Federal

regulations. Plumb and string lines shall be properly installed before concrete placement and shall be maintained during placement. Such lines shall be used by CONTRACTOR's personnel and by the INSPECTOR and shall be in sufficient number and properly installed. During concrete placement, the CONTRACTOR shall continually monitor plumb and string line form positions and immediately correct deficiencies.

B. Concrete forms shall conform to the shape, lines, and dimensions of members as called for on the Drawings, and shall be substantial, free from surface defects, and sufficiently tight to prevent leakage. Forms shall be properly braced or tied together to maintain their position and shape under a load of freshly-placed concrete. If adequate foundation for shores cannot be secured, trussed supports shall be provided.

C. Camber: Place suitable jacks, wedges, or similar means to induce camber and to correct settlement in forms before and during concrete placing. Camber shall be as determined in pre-installation meeting specified above. In general, formwork shall be capable of accommodating camber of 1/8" per 10' of span plus 1/4".

3.2 FORM DESIGN

A. All forms shall be true in every respect to the required shape and size, shall conform to the established alignment and grade, and shall be of sufficient strength and rigidity to maintain their position and shape under the loads and operations incident to placing and vibrating the concrete. Suitable and effective means shall be provided on all forms for holding adjacent edges and ends of panels and sections tightly together and in accurate alignment so as to prevent the formation of ridges, fins, offsets, or similar surface defects in the finished concrete. Plywood, 3/4-inch and greater in thickness, may be fastened directly to studding if the studs are spaced close enough to prevent visible deflection marks in the concrete. The forms shall be tight so as to prevent the loss of water, cement and fines during placing and vibrating of the concrete. Specifically, the bottom of wall forms that rest on concrete footings or slabs shall be provided with a gasket to prevent loss of fines and paste during placement and vibration of concrete. Such gasket may be a 1- to 1-1/2-inch diameter polyethylene rod held in position to the underside of the wall form. Adequate clean-out holes shall be provided at the bottom of each lift of forms. The size, number, and location of such clean-outs shall be as acceptable to the INSPECTOR.

B. Actual form design shall conform to ACI 347.

C. For concrete mixes characterized as self-consolidating concrete, high performance concrete, or known to contain components that can potentially extend the plastic state of the concrete, the forms shall be designed to sustain the resulting hydrostatic pressure for the total pour height or pressure head for that day of pour, whichever is more. For such mixes, appropriate set-time tests shall be conducted in preparation of the mix design and this information made available to the form designer.

D. Forms proposed for use at bridges shall comply with Caltrans Standard Specification Section 51-1.

3.3 CONSTRUCTION

A. Vertical Surfaces: All vertical surfaces of concrete members shall be formed, except where placement of the concrete against the ground is shown. Not less than 1-inch of concrete shall be added to the thickness of the concrete member as shown where concrete is permitted to be placed against trimmed ground in lieu of forms. Such permission will be granted only for members of comparatively limited height and where the character of the ground is such that it can be trimmed to the required lines and will stand securely without caving or sloughing until the concrete has been placed.

B. Construction Joints: Concrete construction joints will not be permitted at locations other than those shown or specified, except as may be acceptable to the ENGINEER. When a second lift is placed on

hardened concrete, special precautions shall be taken in the way of the number, location, and tightening of ties at the top of the old lift and bottom of the new to prevent any unsatisfactory effect whatsoever on the concrete. Pipe stubs and anchor bolts shall be set in the forms where required.

C. Provide for openings, offsets, keyways, recesses, moldings, reglets, chamfers, blocking, screeds, bulkheads, anchorages, inserts and other features as required. Fill form joints to produce smooth surfaces, intersections, and arrises. Use polymer foam or equivalent fillers at joints and where forms abut or overlap existing concrete to prevent leakage of mortar.

D. Set embedded piping and rough hardware in forms to be embedded in concrete in a manner so that the required strength of the structure will not be reduced.

E. Apply form release compound on formwork in accordance with manufacturer's instructions prior to placing of reinforcing steel, anchorages, and embedded items.

F. Construct forms suitable for removal without hammering or prying against and damaging the concrete.

G. Openings in Forms: Provide as required to facilitate cleaning and inspection. Close such openings immediately after cleaning and before placement of concrete. Provide air relief holes in formed top surfaces of concrete elements as required.

H. Form Ties:

1. Embedded Ties: Holes left by the removal of form tie cones shall be clean and rough before being filled with mortar as specified for "Finish of Concrete Surfaces" in Section 03300 03310, "Cast-in-Place Concrete". Wire ties for holding forms will not be permitted. No form-tying device or part thereof, other than metal, shall be left embedded in the concrete. Ties shall not be removed in such manner as to leave a hole extending through the interior of the concrete members. The use of snap-ties which cause spalling of the concrete upon form stripping or tie removal will not be permitted. If steel panel forms are used, rubber grommets shall be provided where the ties pass through the form in order to prevent loss of cement paste. Where metal rods extending through the concrete are used to support or to strengthen forms, the rods shall remain embedded and shall terminate not less than 1-inch back from the formed face or faces of the concrete.

2. Removable Ties: Where taper ties are approved for use in non water bearing structures, the larger end of the taper tie shall be on the wet side of walls in water retaining structures. After the taper tie is removed, the hole shall be thoroughly cleaned and roughened for bond. A precast neoprene or polyurethane tapered plug shall be located at the wall centerline. The hole shall be completely filled with non-shrink grout for water bearing and below-grade walls. The hole shall be completely filled with non-shrink or regular cement grout for above-grade walls which are dry on both sides. Exposed faces of walls shall have the outer 2-inches of the exposed face filled with a cement grout which shall match the color and texture of the surrounding wall surface.

I. Coordination:

1. Provide slots, openings, chases, recesses, grounds, nailers and screeds required by other trades and subsequent work.

2. Ensure that conduit, pipes, sleeves, anchors, hangers and ties are secured in forms before concrete is placed.

3.4 REUSE OF FORMS

Forms may be reused only if in good condition and only if acceptable to the INSPECTOR. Light

sanding between uses will be required wherever necessary to obtain uniform surface texture on all exposed concrete surfaces. Exposed concrete surfaces are defined as surfaces which are permanently exposed to view. In the case of forms for the inside wall surfaces of water retaining structures, unused tie rod holes in forms shall be covered with metal caps or shall be filled by other methods acceptable to the INSPECTOR.

3.5 REMOVAL OF FORMS

Careful procedures for the removal of forms shall be strictly followed, and this work shall be done with care so as to avoid damage the concrete. No heavy loading on green concrete will be permitted. The period of time for formwork removal shall be in accordance with ACI 318, Chapter 6 and Section 303-1.4 of Standard Specifications and as follows:

1. Do not remove formwork until concrete has attained sufficient strength to support its own weight and all superimposed loads including construction loads and to permit form and falsework removal with complete safety.

2. In the case of concrete members subject to bending stresses, where the member relies upon forms for vertical support, forms shall remain in place until test cylinders attain a minimum comprehensive strength of 75 percent of the 28-day strength specified in Section 03300 03310, "Cast in-Place Concrete", provided, that no forms shall be disturbed or removed under individual panel or unit before the concrete in the adjacent panel or unit has attained 75 percent of the specified 28-day strength and has been in place for a minimum of 7 days.

3. Forms for roofs and elevated slabs shall remain in place a minimum of 10 days after concrete has been placed.

4. Forms for all vertical walls and columns shall remain in place at least 3 days after the concrete has been placed.

5. Formwork removal shall also be subject to the curing requirements of section 3300 3370 of these specifications and as authorized by the ENGINEER.

6. Reshore structural members as specified below because of design requirements or construction conditions to permit successive construction.

The time required to establish said strength shall be determined by the ENGINEER based on test cylinders made for this purpose from the concrete placed and in accordance with ACI 318 and the curing requirements of section 3300 3370. If the time so determined is more than the minimum time specified above, then that time shall be used as the minimum length of time. Forms for all parts of the WORK not specifically mentioned herein shall remain in place for periods of time as determined by the ENGINEER.

3.6 FORMWORK TOLERANCES

Deflection: Limit deflection of forming surfaces from concrete pressure to L/240.

B. Finish Lines: Position formwork to maintain hardened concrete finish lines within following permissible deviations.

1. Variation from Plumb:

In 10'-0"	1/4" max.
In any story or 20'-0"	3/8" max.
In 40'-0" or more	3/4" max.

2. Variation from Level or Grades Indicated

In 10'-0"	1/4" max.
In any bay or 20'-0" maximum	3/8"
In 40'-0" or more	3/4" max.

C. Building Lines: Variation of linear building lines from established position in plan and related position of columns, walls and partitions:

1. In any bay or 10'-0" maximum	1/2"
2. In 40'-0" or more	1"

D. Slab Openings: Variations in size and location of sleeves and slab openings shall not exceed 1/4".

3.7 MAINTENANCE OF FORMS

Forms shall be maintained at all times in good condition, particularly as to size, shape, strength, rigidity, tightness, and smoothness of surface. Forms, when in place, shall conform to the established alignment and grades. Before concrete is placed, the forms shall be thoroughly cleaned. The form surfaces shall be treated with a nonstaining mineral oil or other lubricant acceptable to the ENGINEER. Any excess lubricant shall be satisfactorily removed before placing the concrete. Where field oiling of forms is required, the CONTRACTOR shall perform the oiling at least two weeks in advance of their use. Care shall be exercised to keep oil off the surfaces of steel reinforcement and other metal items to be embedded in concrete.

3.8 FALSEWORK

A. The CONTRACTOR shall be responsible for the design, engineering, construction, maintenance, and safety of all falsework, including staging, walkways, forms, ladders, and similar appurtenances, which

shall equal or exceed the applicable requirements of the provisions of the OSHA Safety and Health Standards for Construction, the requirements of the Construction Safety Orders of the California Division of Industrial Safety, and the requirements specified herein.

B. All falsework shall be designed and constructed to provide the necessary rigidity and to support the loads. Falsework for the support of a superstructure shall be designed to support the loads that would be imposed if the entire superstructure were placed at one time.

C. Falsework shall be placed upon a solid footing, safe against undermining, and protected from softening. When the falsework is supported on timber piles, the maximum calculated pile loading shall not exceed 20 tons. When falsework is supported on any portion of the structure which is already constructed, the load imposed by the falsework shall be spread, distributed, and braced in such a way as to avoid any possibility of damage to the structure.

D. Reshoring:

1. Minimum reshoring with falsework shall consist of not less than half the full required falsework added under the last placed floor over which full falsework is to be placed for the next floor above. Leave reshoring in place for at least 10 days after the floor above is placed, but in no case remove falsework until the next concrete placing has attained a compressive strength equal to 75% of that required for the 28 days age as determined by controlled test cylinders.

2. Maintain a form and falsework removal record.

E. Falsework proposed for use at bridges shall comply with Caltrans Standard Specification Section 51.

(END OF SECTION)

SECTION 03200
REINFORCEMENT STEEL

PART 1 -- GENERAL

THE REQUIREMENT

The CONTRACTOR shall furnish, fabricate, and place all concrete reinforcement steel, welded wire fabric, couplers, and concrete inserts for use in reinforced concrete and masonry construction and shall perform all appurtenant work, including all the wires, clips, supports, chairs, spacers, and other accessories, all in accordance with the Contract Documents.

RELATED WORK SPECIFIED ELSEWHERE

A. Section [03100] Concrete Formwork.

B. Section [03290] Joints in Concrete.

C. Section [03300] [03310] Cast-in-Place Concrete.

REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

Comply with the reference standards of the GENERAL REQUIREMENTS.

Comply with the current provisions of the following Codes and Standards, as applicable:

Commercial Standards:

ACI 315	Details and Detailing of Concrete Reinforcement.
ACI 318	Building Code Requirements for Reinforced Concrete.
ACI 350	Code Requirements for Environmental Engineering Concrete Structures.
ACI 530	Building Code Requirements & Specifications for Masonry Structures
WRI	Manual of Standard Practice for Welded Wire Fabric
AWS D1.4	Structural Welding Code - Reinforcing Steel
ASTM A185	Specification for Welded Steel Wire Fabric For Concrete Reinforcement.
ASTM A497	Welded Deformed Steel Wire Fabric for Concrete Reinforcement.
ASTM A615	Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement.
ASTM A706	Low-alloy Deformed Steel Bars for Concrete Reinforcement
ASTM A775	Specification for Epoxy-Coated Steel Reinforcing Bars
ASTM A884	Specification for Epoxy-Coated Steel Wire Reinforcement
CRSI	Manual of Standard Practice

CRSI	Recommended Practice for Placing Bar Supports, Specifications and Nomenclature
CRSI	Recommended Practice for Placing Reinforcing Bars

2. Government Standards:

CSS	Caltrans Standard Specifications
GWP	Global Warming Potential (maximum acceptable carbon emission limits, established by the California Department of General Services)

CONTRACTOR SUBMITTALS

General Requirements

1. Submittal shall be made in accordance with the GENERAL REQUIREMENTS (GR).

2. Buy Clean California Act.

   a. For project specifications that include GR Section 1601, Buy Clean California Act, bidders shall submit current Environmental Product Declarations (EPDs) for each type of reinforcing steel material (A615, A706) from the originating mill used in the project as well as corresponding mill certifications. When material comes from different mills, an EPD and mill certification will be required for each mill from which the material has been obtained.

   b. An EPD must conform to the following:
      1) Shall be facility-specific manufacturer/mill EPD.
      2) Be independently verified in accordance with ISO 14025 (Type III).
      3) Be developed according to the guidelines of the applicable Product Category Rule (PCR), as identified by the Department of General Services, State of California.
      4) Have a valid date that has not expired.
      5) Shall not exceed the Global Warming Potential (GWP) limit as required by GR Section 1601.

   c. EPD shall be submitted concurrently with the product's submittal for review and approval.

   d. Specified epoxy-coated or other specified coated reinforcing steel are exempt from having an associated EPD.

The following submittals and specific information shall be provided.

The CONTRACTOR shall furnish Bill of Materials for rebar, including separate total weights in pounds for plain and epoxy coated reinforcing steel, as well as shop bending diagrams, placing lists, splice lengths and location, and drawings of all reinforcement steel prior to fabrication in accordance with GENERAL REQUIREMENTS, **[**only if the reinforcing details differ from that shown on the plans**]**.

Details of the concrete reinforcement steel and concrete inserts shall be submitted by the CONTRACTOR at the earliest possible date after receipt by the CONTRACTOR of the Notice to Proceed. Said details of reinforcement steel for fabrication and erection shall conform to ACI 315 and the requirements specified and shown. The shop bending diagrams shall show the actual lengths of bars, to the nearest inch measured to the intersection of the extensions (tangents for bars of circular cross section) of the outside surface. The shop drawings shall include bar placement diagrams which clearly indicate the dimensions of each bar splice.

Where mechanical couplers are required or permitted to splice reinforcement steel, the CONTRACTOR shall submit Los Angeles City Department of Building and Safety (LADBS) Research Report approval and manufacturer's literature which contains instructions and recommendations for installation for each type of coupler used; certified test reports which verify the load capacity of each type and size of coupler used; and shop drawings which show the location of each coupler with details of how it is to be installed in the formwork.

If reinforcement steel is required or permitted to be spliced by welding at any location, the CONTRACTOR shall submit mill test reports which shall contain the information necessary for the determination of the carbon equivalent as specified in AWS D1.4. The CONTRACTOR shall submit a written welding procedure for each type of weld for each size of bar which is to be spliced by welding; merely a statement that AWS procedures will be followed is not acceptable.

QUALITY ASSURANCE

All reinforcing steel fabrication shall be performed in a LADBS licensed fabricator shop for rebar.

B. The CONTRACTOR shall make provisions for sampling reinforcing steel delivered to the job site. Two sampling bars, cut from different bars and 3 feet in length for bar sizes # 3 through # 5 and 5 feet in length for bars sizes # 6 and larger, shall be taken from each **[**10**]** tons or fraction thereof, of each size and heat number delivered to the job site. When the name of the manufacturer, heat identification number, or chemical analysis is not known, the sampling interval shall be each **[**2.5**]** tons or fraction thereof, of each bar size and heat number. Tests shall consist of 2 bent tests and 2 tensile tests. Costs of initial tests will be paid by the CITY. Additional tests due to material failing initial tests shall be paid by the CONTRACTOR.

C. If reinforcement steel is welded at any location, the CONTRACTOR shall submit certifications of procedure qualifications for each welding procedure used and certification of welder qualifications, for each welding procedure, and for each welder performing the work. Such certification and qualifications shall be as required by the Los Angeles Department of Building and Safety.

D. The CONTRACTOR shall provide samples of each type of weld used in the work in a quantity and of dimensions adequate for testing. At the discretion of the INSPECTOR, radiographic testing of direct butt welds will be performed. The CONTRACTOR shall provide assistance necessary to facilitate testing. The CONTRACTOR shall repair any weld which fails to meet the requirements of AWS D1.4. The costs of testing will be paid by the CITY; except, the costs of all tests which fail to meet specified requirements shall be paid by the CONTRACTOR.

E. The CONTRACTOR shall provide to the INSPECTOR written identification of reinforcement steel by manufacturer's heat number and mil certification, and the fabricator's release number and type from the point of fabrication to the place of final incorporation of the rebar into the work.

1.6 MARKING AND SHIPPING

A. Tag bundled bars with identification, and transport and store so as not to damage any material. Use metal tags indicating size, length and other marking shown on placement drawings. Maintain tags after bundles are broken.

PART 2 -- PRODUCTS

REINFORCEMENT STEEL

All reinforcement steel for all cast-in-place reinforced concrete construction shall conform to the

following requirements:

Bar reinforcement shall conform to the requirements of ASTM A615, Grade 60 Billet Steel Reinforcement with supplementary requirement S-1, and ASTM A706 for rebars subject to welding, or as otherwise shown.

2. Bar reinforcement for wall boundary elements, special moment frames, or when subject to welding, shall conform to ASTM A706, unless noted otherwise.

3. Welded wire fabric reinforcement shall conform to the requirements of ASTM A185 , or ASTM A497 and the details shown; provided, that welded wire fabric with longitudinal wire of W9.5 size wire shall be either furnished in flat sheets or in rolls with a core diameter of not less than 10 inches; and provided further, that welded wire fabric with longitudinal wires larger than W9.5 size shall be furnished in flat sheets only.

4. Spiral reinforcement may be cold-drawn steel wire conforming to the requirements of ASTM A82, when approved by the ENGINEER.

5. All reinforcements shall be shop fabricated. Bending of reinforcing in the field will not be allowed.

6. Epoxy coated reinforcing steel shall conform to the requirements of ASTM A775 and A884, and shall be used where indicated on the drawing.

7. Reinforcement with any of the following defects will not be acceptable and be immediately removed from the site:

   a. Bar lengths, depths, and/or bends exceeding the specified fabrication tolerances.

   b. Bends or kinks not shown on the Drawings

   c. Bars with reduced cross-section due to excessive rusting or other cause.

Accessories:

Accessories shall include all necessary chairs, slab bolsters, concrete blocks, tie wires, dips, supports, spacers, and other devices to position reinforcement during concrete placement. Slab bolsters shall have gray plastic-coated legs.

Concrete blocks (dobies), used to support and position reinforcement steel, shall have the same or higher compressive strength as specified for the concrete in which it is located. Where the concrete blocks are used on concrete surfaces exposed to view, the color and texture of the concrete blocks shall match that required for the finished surface. Wire ties shall be embedded in concrete block bar supports.

3. Use bar supports complying with CRSI recommendations, unless otherwise shown on the Contract Drawings.

4. Do not use wood, brick, or other non-complying material.

5. For slabs on grade, use supports with sand plates or horizontal runners where base material will not support chair legs.

6. For exposed-to-view completed concrete surfaces, where legs of supports are in contact with forms, provide supports with either hot-dip galvanized or plastic-protected legs. CONTRACTOR's selection subject to the ENGINEER's approval.

MECHANICAL COUPLERS

Mechanical couplers shall comply with the applicable Department of Building and Safety's Research Report. Location of the Mechanical Couplers shall be approved by the ENGINEER. The couplers shall develop a tensile strength which exceeds 125 percent of the yield strength of the reinforcement bars being spliced at each splice. CONTRACTOR to provide the required number of couplers and bars for testing in accordance with the Report

Where the type of coupler used is composed of more than one component, all components required for a complete splice shall be supplied. This shall apply to all mechanical splices, including those splices intended for future connections.

The reinforcement steel and coupler used shall be compatible for obtaining the required strength of the connection. Clearance and coverage requirements shall be maintained at all times.

Couplers which are located at a joint face shall be a type which can be set either flush or recessed from the face as shown. The couplers shall be sealed during concrete placement to completely eliminate concrete or cement paste from entering. After the concrete is placed, couplers intended for future connections shall be plugged and sealed to prevent any contact with water or other corrosive materials. Threaded couplers shall be plugged with plastic plugs which have an O-ring seal.

Hot-forged sleeve-type couplers shall not be used.

WELDED SPLICES

Welded splices shall be provided where shown and where approved by the ENGINEER. All welded splices of reinforcement steel shall develop a tensile strength which exceeds 125 percent of the yield strength of the reinforcement bars which are connected. Provide two samples of each bar size for testing. When welding is to be done in the field, provide field prepared samples. Preparation shall be made by welder actually preparing the production run.

All materials required to conform the welded splices to the requirements of AWS D1.4 shall be provided.

C. All welding shall be performed by City of Los Angeles certified welders. All shop welding shall be performed at shops of a City of Los Angeles approved fabricator.

PART 3 -- EXECUTION

GENERAL

All reinforcement steel, welded wire fabric, couplers, and accessories shall be fabricated, and placed in accordance with the requirements of the City of Los Angeles Building Code, CRSI Recommended Practices and Manual, and WRI, and the supplementary requirements specified herein.

FABRICATION

General: Reinforcement steel shall be accurately formed to the dimensions and shapes shown, and the fabricating details shall be prepared in accordance with ACI 315 and ACI 318 or ACI 350 (as applicable), except as modified by the Drawings. Bars shall be bent cold.

The CONTRACTOR shall fabricate reinforcement bars for structures in accordance with bending diagrams, placing lists, and placing drawings. Said drawings, diagrams, and lists shall be prepared by the CONTRACTOR as specified under GENERAL REQUIREMENTS.

Fabricating Tolerances: Bars used for concrete reinforcement shall meet the following requirements for fabricating tolerances:

Sheared length: ± 1 inch

Depth of truss bars: + 0, - 1/2 inch

Stirrups, ties, and spirals: ± 1/2 inch

All other bends: ± 1 inch

PLACING

Placing: Reinforcement steel shall be accurately positioned as shown, and shall be supported and wired together to prevent displacement, using annealed iron wire ties or suitable clips at intersections. All reinforcement steel shall be supported using approved accessories and chairs which are strong and rigid enough to prevent any displacement of the reinforcement steel and shall comply with the applicable Department of Building and Safety's Research Report. Where concrete is to be placed on the ground, supporting concrete blocks (or dobies) shall be used, in sufficient numbers to support the bars without settlement, but in no case shall such support be continuous. All concrete blocks used to support reinforcement steel shall be tied to the steel with wire ties which are embedded in the blocks. Use care not to damage vapor barriers where they occur.

The portions of all accessories in contact with the formwork shall be made of concrete, plastic, or steel coated with a 1/8-inch minimum thickness of plastic which extends at least 1/2-inch from the concrete surface. Plastic shall be gray in color.

Tie wires shall be bent away from the forms in order to provide the specified concrete coverage.

Bars additional to those shown which may be found necessary or desirable by the CONTRACTOR for the purpose of securing reinforcement in position shall be provided by the CONTRACTOR at its own expense.

Placing Tolerances: Unless otherwise specified, reinforcement placing tolerances shall be within the limits specified in Section 7.5 of ACI 318 except where in conflict with the requirements of the City of Los Angeles Building Code.

Bars may be moved as necessary to avoid interference with other reinforcement steel, conduits, or embedded items. If bars are moved more than one bar diameter, or enough to exceed the above tolerances, the resulting arrangement of bars shall be reviewed and accepted by the ENGINEER.

Welded wire fabric reinforcement placed over horizontal forms shall be supported on slab bolsters having gray, plastic-coated standard type legs as specified in Paragraph B herein. Slab bolsters shall be spaced not less than 30 inches on centers, shall extend continuously across the entire width of the reinforcement mat, and shall support the reinforcement mat in the plane shown.

Welded wire fabric placed over the ground shall be supported on wired concrete blocks (dobies) spaced not more than 3 feet on centers in any direction. The construction practice of placing welded wire fabric on the ground and hooking into place in the freshly placed concrete shall not be used.

SPACING OF BARS

Spacing of reinforcement shall comply with ACI 318 requirements.

Spacing of bars on bridge structures shall conform to the requirements in CSS Section 52-1.

SPLICING

General: Reinforcement bar splices shall only be used at locations shown. When it is necessary to splice reinforcement at points other than where shown, the character of the splice and location shall be as acceptable to the ENGINEER.

Splices of Reinforcement: The length of lap for reinforcement bars, unless otherwise shown shall be in accordance with ACI 318, Section 12.15.1 for a class B splice. Stagger splices in horizontal wall bars at least 48" longitudinal in alternate bars and opposite faces.

Laps of welded wire fabric shall be in accordance with the ACI 318. Adjoining sheets shall be securely tied together with No. 14 tie wire, one tie for each 2 running feet. Wires shall be staggered and tied in such a manner that they cannot slip.

Splices in column spiral reinforcement, when necessary, shall be made by welding or by a lap of 1-1/2 turns.

E. Field welding of bars: In accordance with the approved submittal. Continuous inspection required.

F. Mechanical couplers: Install in accordance with the approved submittal.

G. Bending or Straightening: Reinforcement shall not be straightened or rebent in a manner which will injure the material. Bars with kinks or bends not shown shall not be used. All bars shall be bent cold, unless otherwise permitted by the ENGINEER. No bars partially embedded in concrete shall be field-bent except as shown or specifically permitted by the ENGINEER.

H. Splicing of reinforcement on bridge structures shall conform to CSS Section 52-1.

3.6 CLEANING AND PROTECTION

The surfaces of all reinforcement steel and other metalwork to be in contact with concrete shall be thoroughly cleaned of all dirt, grease, loose scale and rust, grout, mortar and other foreign substances immediately before the concrete is placed. Where there is delay in depositing concrete, reinforcement shall be reinspected and, if necessary recleaned. Bars with reduced cross-section due to excessive rusting or other cause will not be acceptable for use and shall be replaced by the CONTRACTOR at no additional cost to the CITY.

3.7 FIELD QUALITY CONTROL

A. Inspection: Secure inspection and acceptance from INSPECTOR before concrete is placed. Make arrangements in advance for geotechnical inspection of foundations, continuous inspection as required, and/or structural observation by the designated registered design professional prior to concrete placement.

(END OF SECTION)

SECTION 03250
CONCRETE ACCESSORIES

PART 1 -- GENERAL

1.1 THE REQUIREMENT

A. The CONTRACTOR shall furnish all tools, equipment, materials, and supplies to install all concrete accessories to complete the Work including cast-in-place anchor bolts (also known as anchor rods), epoxy grouted anchor bolts or dowels and, expansion or adhesive anchors, in accordance with the requirements of the Contract Documents.

1.2 RELATED WORK SPECIFIED ELSEWHERE

A. Section 03300 03310 Cast-in-Place Concrete.

B. Section 03315 Grout.

1.3 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

A. Comply with the reference standards and Standard Specifications of the GENERAL REQUIREMENTS.

B. Comply with the current provisions of the following Codes and Standards, as applicable.

1. Commercial Standards:

AISC Code of Standard Practice for Steel Buildings and Bridges

AISC Specifications for the Design, Fabrication and Erection of Structural Steel for Buildings

ASTM A 36	Specifications for Carbon Structural Steel
ASTM A 153	Specifications for Zinc Coating (Hot Dip) on Iron and Steel Hardware
ASTM A 193	Specifications for Alloy-Steel and Stainless Steel Bolting Materials for High-Temperature Service
ASTM A 194	Specifications for Carbon and Alloy Steel Nuts for Bolts for High-Pressure and High-Temperature Service
ASTM A 307	Specifications for Carbon Steel Bolts and Studs, 60,000 PSI Tensile Strength
ASTM A 449	Specifications for Quenched and Tempered Steel Bolts and Studs
ASTM A 615	Specifications for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement
ASTM B 633	Specifications for Electrodeposited Coatings of Zinc on Iron and Steel

ASTM B 695	Specifications for Coatings of Zinc Mechanically Deposited on Iron and Steel
ASTM F 436	Specifications for Hardened Steel Washers
ASTM F 1554	Standard Specification for Anchor Bolts, Steel, 36, 55, and 105-ksi Yield Strength

1.4 CONTRACTOR SUBMITTALS

A. Submittals shall be made in accordance with the GENERAL REQUIREMENTS.

B. The following submittals and specific information shall be provided.

1. High Strength Anchor Bolts: The CONTRACTOR shall provide mill certificates and certified compliance with ASTM F 1554; A 449 with F 436.

2. The CONTRACTOR shall submit shop drawings for all welded or fabricated items for use as anchors.

3. The CONTRACTOR shall submit catalog cuts and manufacturer's recommendations, with applicable City of Los Angeles Research Reports, for all expansion and adhesive anchors, and anti-seize thread lubricants.

PART 2 -- PRODUCTS

2.1 GENERAL

A. Anchor Size: Anchor size shall be as specified or shown on plans.

B. Anchor Material:

1. Water-containment or sanitary structures, immersion service, or exposed exterior locations: Stainless steel.

2. Other locations: Galvanized steel as permitted by the corresponding ASTM except as listed in the contract drawings.

C. Anchor Length: Sufficient to extend through the nut(s) and not more than 1/4 inch beyond the nut when exposed while meeting the required embedment as indicated on the contract drawings or as required by the associated Los Angeles Department of Building and Safety's Research Report.

2.2 ANCHOR GRADES

A. Anchor Bolts and Nuts:

1. High Strength: ASTM F 1554 Grade 105; A 449, galvanized. Provide with corresponding galvanized hardened washers.

2. Stainless steel: ASTM A 193 and A 194, Type 316N, Grade 8MN.

3. Unspecified: ASTM F 1554 Grade 36; A 36 or A 307, galvanized.

4. Galvanizing: Hot dipped as required per ASTM F 1554; 1.25 ounces per square foot per ASTM A 153 or B 633; When protected from the atmosphere, moisture and sewage gases, ASTM B 695 is also acceptable.

5. Other Coatings: None; As specified in the contract drawings.

B. Flat Washers: Same material and finish as nut and bolt. For high strength bolts, use ASTM F 1554; F 436.

C. Anti-Seize Thread Lubricant for use with stainless steel anchors:

1. Jet-Lube "Nikal"
2. Never-Seez "Pure Nickel Special"
3. Permatex "Nickel Anti-Seize"
4. Or an approved equal.

D. Reinforcing Steel Dowels: ASTM A 615, Grade 60. Same diameter as spliced rebar, or #4 minimum.

E. Expansion and Adhesive Anchors: Use only anchor types and styles with Research Report approval by the Los Angeles Department of Building and Safety.

1. Simpson Strong-tie “Wedge All”
2. Hilti "Kwik-Bolt II"
3. Phillips "Red Head"
4. Or an approved equal.

PART 3 -- EXECUTION

3.1 PROJECT CONDITIONS

A. Examine the areas and conditions under which the work will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until detrimental conditions are corrected.

3.2 CAST-IN-PLACE ANCHOR BOLTS

A. Provide templates or other means to ensure accurate placement. Provide sufficient threads to allow for a nut to be placed on the concrete side of the template.

B. Anchor bolts shall be clean and free of all coatings which may impair bonding with concrete.

C. Provide two nuts and a washer with each anchor bolt. Provide an additional locknut when indicated on the Drawings.

D. High Strength Bolts: Install such that ASTM Grade markings are visible after casting into concrete.

3.3 EPOXY-GROUTED ANCHOR BOLTS OR DOWELS

A. Provide templates or other means to ensure accurate placement.

B. Anchor bolts or dowels shall be clean and free of all coatings which may impair bonding with epoxy.

C. Provide two nuts and a washer with each anchor bolt. Provide an additional locknut when indicated on the Drawings.

D. High Strength Bolts: Install such that ASTM Grade markings are visible after casting into concrete.

E. Do not disturb bolt or dowel until epoxy grout has cured and reached full strength.

3.4 EXPANSION AND ADHESIVE ANCHORS: Install per Los Angeles Department of Building and Safety Approved Research Report and manufacturer's recommendations, whichever is more restrictive. Provide nuts and washers of same material and finish as anchor body.

3.5 STAINLESS STEEL ANCHORS. After installation of stainless steel anchor bolts or expansion anchors, lubricate threads before fastening.

(END OF SECTION)

SECTION 03290
JOINTS IN CONCRETE

PART 1 -- GENERAL

1.1 THE REQUIREMENT

A. The CONTRACTOR shall construct all joints and bearing pads in concrete at the locations shown. Joints required in concrete structures are of various types and will be permitted only where shown, unless specifically accepted by the ENGINEER.

1.2 RELATED WORK SPECIFIED ELSEWHERE

A. Section 03100 Concrete Formwork.

B. Section 03200 Reinforcement Steel.

C. Section 03300 03310 Cast-in-Place Concrete.

D. Section 07900 Joint Sealants.

1.3 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

A. Comply with the reference standards of the GENERAL REQUIREMENTS.

B. Comply with the current provisions of the following Codes and Standards, as applicable:

1. Federal Specifications:

TT-S-0227E(3)	Sealing Compound, elastomeric type, Multi-component for Caulking, Sealing, and Glazing Buildings and Other Structures).

2. U.S. Army Corps of Engineers Specifications:

CRD-C572 .

3. Other Government Standards:

CSS	Caltrans Standard Specifications.

4. Commercial Standards:

ASTM C 920	Specification for Elastomeric Joint Sealants.
ASTM D 624	Test Method for Rubber Property -- Tear Resistance.
ASTM D 638	Test Method for Tensile Properties of Plastics.
ASTM D 746	Test Method for Brittleness Temperature of Plastics and Elastomers by Impact.
ASTM D 747	Test Method for Apparent Bending Modulus of Plastics by Means of a Cantilever Beam.

ASTM D 1751	Premolded Joint Filler
ASTM D 1752	Specification for Preformed Sponge Rubber and Cork Expansion Joint Fillers for Concrete Paving and Structural Construction.
ASTM D 2240	Test Method for Rubber Property -- Durometer Hardness.

1.4 TYPES OF JOINTS

A. Construction Joints: When fresh concrete is placed against a hardened concrete surface, the joint between the two pours is called a construction joint. Unless otherwise specified, all joints in water bearing members shall be provided with a waterstop and sealant groove of the shape specified and as shown on the plans.

B. Contraction Joints: Contraction joints are similar to construction joints except that the fresh concrete shall not bond to the hardened surface of the first pour, which shall be coated with a bond breaker. The slab reinforcement shall be stopped 4-1/2 inches from the joint, unless noted otherwise; which is provided with a sleeve-type dowel, to allow shrinkage of the concrete of the second pour. Waterstop and sealant groove shall also be provided.

C. Expansion Joints: To allow the concrete to expand freely, a space is provided between the two pours, the joint shall be formed as shown on the plans. This space is obtained by placing a filler joint material against the first pour, which acts as a form for the second pour. Unless otherwise specified, all expansion joints in water bearing members shall be provided with an approved type waterstop.

Premolded expansion joint material shall be installed with the edge at the indicated distance below or back from finished concrete surface, and shall have a slightly tapered, dressed, and oiled wood strip secured to or placed at the edge thereof during concrete placement, which shall later be removed to form space for sealing material. The space so formed shall be filled with a joint sealant material as specified in the Paragraph in Part 2 entitled "Joint Sealant." In order to keep the two elements in line the joint shall be provided with a sleeve-type dowel as shown.

D. Control Joints (Weakened Plane): The function of the control joint is to provide a weaker plane in the concrete, where shrinkage cracks will probably occur. A groove, of the shape and dimensions as shown on the plans, is formed or saw-cut in the concrete and shall be filled with a joint sealant material as specified in the Paragraph in Part 2 entitled "Joint Sealant."

E. All other Joints, bearing devices, and elastomeric bearing pads for bridge structures shall comply with CSS Section 51.

1.4 CONTRACTOR SUBMITTALS

A. Submittals shall be made in accordance with GENERAL REQUIREMENTS.

B. The following submittals and specific information shall be provided.

1. Waterstops: Prior to use of the material required under this contract, qualification samples shall be submitted. Such samples shall consist of extruded or molded sections of each size or shape to be used. The material sample shall be representative of the material to be furnished under this contract. The balance of the material to be used under this contract shall not be produced until after the ENGINEER has reviewed and approved the qualification samples.

2. Joint Sealant: Prior to ordering the sealant material, the CONTRACTOR shall submit to the ENGINEER for review and approval, data to show compliance with the requirements of the Contract Documents. Certified test reports from the sealant manufacturer on the actual batch

of material being supplied indicating compliance with the above requirements shall be furnished the ENGINEER before the sealant is used on the job.

3. Shipping Certification: The CONTRACTOR shall provide written certification from the manufacturer as an integral part of the shipping form, to show that all of the material shipped to this project meets or exceeds the physical property requirements of the Contract Documents. Supplier certificates are not acceptable.

4. The CONTRACTOR shall submit placement shop drawings showing the location and type of all joints for each structure.

1.5 QUALITY ASSURANCE

A. Waterstop manufacturer shall demonstrate five years (minimum) continuous, successful experience in production of waterstops.

B. Waterstop Inspection: It is required that all waterstop field joints shall be subject to inspection, and no such work shall be scheduled or started without having made prior arrangements with the INSPECTOR to provide for the required inspections. Not less than 24 hours notice shall be provided to the INSPECTOR for scheduling such inspections.

C. All field joints in waterstops shall be free of misalignment, bubbles, inadequate bond, porosity, cracks, offsets, and other defects which would reduce the potential resistance of the material to water pressure at any point. All defective joints shall be replaced with material which shall pass said inspection, and all faulty material shall be removed from the site and disposed of by the CONTRACTOR at its own expense.

D. The following waterstop defects represent a partial list of defects which shall be grounds for rejection:

1. Offsets at joints greater than 1/16-inch or 15 percent of material thickness, at any point, whichever is less.

2. Exterior crack at joint, due to incomplete bond, which is deeper than 1/16-inch or 15 percent of material thickness, at any point, whichever is less.

3. Any combination of offset or exterior crack which will result in a net reduction in the cross section of the waterstop in excess of 1/16-inch or 15 percent of material thickness at any point, whichever is less.

4. Misalignment of joint which result in misalignment of the waterstop in excess of 1/2-inch in 10 feet.

5. Porosity in the welded joint as evidenced by visual inspection.

6. Bubbles or inadequate bonding.

E. Waterstop Samples: Prior to use of the waterstop material in the field, a sample of a fabricated metered cross and a tee constructed of each size or shape of material to be used shall be submitted to the ENGINEER for approval. These samples shall be fabricated so that the material and workmanship represent in all respects the fittings to be furnished under this contract. Field samples of fabricated fittings (crosses, tees, etc.) will be selected at random by the INSPECTOR for testing. When tested, they shall have a tensile strength across the joints equal to at least 600 psi.

F. Construction Joint Sealant: The CONTRACTOR shall prepare adhesion and cohesion test specimens as specified herein, at intervals of 5 working days while sealants are being installed.

G. The sealant material shall show no signs of adhesive or cohesive failure when tested in accordance with the following procedure in laboratory and field tests:

1. Sealant specimen shall be prepared between 2 concrete blocks (1-inch by 2-inch by 3-inch). Spacing between the blocks shall be 1/2-inch. Coated spacers (2-inch by 1-1/2-inch by 1/2-inch) shall be used to insure sealant cross-sections of 1/2-inch by 2 inches with a width of 1/2-inch.

2. Sealant shall be cast and cured according to manufacturer's recommendations except that curing period shall not exceed 24 hours.

3. Following curing period, the gap between blocks shall be widened to one inch. Spacers shall be used to maintain this gap for 24 hours prior to inspection for failure.

H. Store waterstops under tarps to protect from oil, dirt, and sunlight.

1.6 GUARANTEE

A. The CONTRACTOR shall provide a 5-year written guarantee of the entire sealant installation against faulty and/or incompatible materials and workmanship, together with a statement that it agrees to repair or replace, to the satisfaction of the CITY, at no additional cost to the CITY, any such defective areas which become evident within said 5-year guarantee period.

PART 2 -- PRODUCTS

2.1 PVC WATERSTOPS

A. General: Waterstops shall be extruded from an elastomeric polyvinyl chloride compound containing the plasticizers, resins, stabilizers, and other materials necessary to meet the requirements of these Specifications. No reclaimed or scrap material shall be used. The CONTRACTOR shall obtain from the waterstop manufacturer and shall furnish to the ENGINEER for review, current test reports and a written certification of the manufacturer that the material to be shipped to the job meets the physical requirements as outlined in the U.S. Army Corps of Engineers Specification CRD-C572 and those listed herein.

B. Flatstrip and Center-Bulb Waterstops: Flatstrip and center-bulb waterstops shall be as detailed and as manufactured by: Kirkhill Rubber Co., Brea, California; Greenstreak, St. Louis, MO, Water Seals, Inc., Chicago, Illinois; Progress Unlimited, Inc., New York, New York; or an approved equal; provided, that at no place shall the thickness of flat strip waterstops, including the center bulb type, be less than 3/8-inch.

C. Multi-Rib Waterstops: Multi-rib waterstops, where required, shall be as detailed and as manufactured by Water Seals, Inc., Chicago, Illinois; Progress Unlimited, Inc., New York, New York; Greenstreak, St. Louis, MO, or an approved equal. Prefabricated joint fittings shall be used at all intersections of the ribbed-type waterstops.

D. Other Types of Waterstops: When other types of waterstops, not listed above are required and shown, they shall be subjected to the same requirements as those listed herein.

E. Waterstop Testing Requirements: When tested in accordance with the specified test standards, the waterstop material shall meet or exceed the following requirements:

Physical Property, Sheet Material	Value	ASTM Std.

Tensile Strength-min (psi)	1750	D 638, Type IV
Ultimate Elongation-min (percent)	350	D 638, Type IV
Low Temp Brittleness-max (degrees F)	-35	D 746
Stiffness in Flexure-min (psi)	400	D 747
Accelerated Extraction (CRD-C572)		
Tensile Strength-min (psi)	1500	D 638, Type IV
Ultimate Elongation-min (percent)	300	D 638, Type IV
Effect of Alkalies (CRD-C572)		
Change in Weight (percent)	+0.25/-0.10	------
Change in Durometer, Shore A	+5	D 2240
Finish Waterstop		
Tensile Strength-min (psi)	1400	D 638, Type IV
Ultimate Elongation-min (percent)	280	D 638, Type IV

F. Accessories

1. Provide factory made waterstop fabrications for all changes of direction, intersections, and transitions leaving only straight butt joint splices for the field.

2. Provide hog rings or grommets spaced at 12 inches on center along length of waterstop.

3. Provide Teflon coated thermostatically controlled waterstop splicing irons for field butt splices.

2.2 RUBBER WATERSTOPS

For bridge structures, neoprene waterstop requirements shall conform to CSS Section 51-1.

2.3 JOINT SEALANT

A. Joint sealant shall be polyurethane polymer designed for bonding to concrete which is continuously submerged in water.

B. Joint sealant material shall meet the following requirements:

Work Life	45 - 90 minutes
Time to Reach 20 Shore "A" Hardness (at 77 degrees F, 200 gr quantity)	24 hours, maximum
Ultimate Hardness	30 - 40 Shore "A"
Tensile Strength	250 psi, minimum
Ultimate Elongation	400 percent, minimum
Tear Resistance (Die C ASTM D 624)	75 pounds per inch of thickness, minimum
Color	Light Gray

For bridge structures, additional requirements of CSS Section 51 shall also apply.

C. All polyurethane sealants for waterstop joints in concrete shall conform to the following requirements:

1. Sealant shall be 2-part polyurethane with the physical properties of the cured sealant conforming to or exceeding the requirements of ASTM C 920 or Federal Specification TT-S-00227 E(3) for 2-part material, as applicable.

2. For vertical joints and overhead horizontal joints, only "non-sag" compounds shall be used; all such compounds shall conform to the requirements of ASTM C 920 Class B, or Federal Specification TT-S-0027 E(3), Type II.

3. For plane horizontal joints, the self-leveling compounds which meet the requirements of ASTM C 920 Class A, or Federal Specification TT-S-0027 E(3), Type I shall be used. For joints subject to either pedestrian or vehicular traffic, a compound providing non-tracking characteristics, and having a Shore "A" hardness range of 25 to 35, shall be used.

4. Primer materials, if recommended by the sealant manufacturer, shall conform to the printed recommendations of the sealant manufacturer.

D. All sealants, wherever shown, or required hereunder shall be Rubbercalk 2101-I or 270 as manufactured by Products Research Company; GS 102 or GS 1102 as manufactured by General Sealants Corp; or an approved equal. For sanitary structures mastic/sealant material shall be Ram Nek Sealant by Henry Co.; Sika Flex 1A, Sikadur 51 NS by Sika Corp.

E. Sealants for non-waterstop joints in concrete shall conform to the requirements of Section 07900, "Joint Sealants". Mastic joint sealer shall be a material that does not contain evaporating solvents; that will tenaciously adhere to concrete surfaces; that will remain permanently resilient and pliable; that will not be affected by continuous presence of water and will not in any way contaminate potable water; and that will effectively seal the joints against moisture infiltration even when the joints are subject to movement due to expansion and contraction. The sealer shall be composed of special asphalts or similar materials blended with lubricating and plasticizing agents to form a tough, durable mastic substance containing no volatile oils or lubricants and shall be capable of meeting the test requirements set forth hereinafter, if testing is required by the ENGINEER.

2.4 PREFORMED JOINT FILLER

A. Preformed joint filler material shall be of the preformed non-extruding type joint filler constructed of cellular neoprene sponge rubber or polyurethane of firm texture. Bituminous fiber type will not be permitted. All non-extruding and resilient-type preformed expansion joint fillers shall conform to the requirements and tests set forth in ASTM D 1752 for Type I, except as otherwise specified herein.

B. Unless otherwise noted, preformed joint filler shall be a non-extruding, resilient, bituminous type conforming to the requirements of ASTM D 1751.

2.5 BACKING ROD

A. Backing rod shall be an extruded closed-cell, polyethylene foam rod. The material shall be compatible with the joint sealant material used and shall have a tensile strength of not less than 40 psi and a compression deflection of approximately 25 percent at 8 psi. The rod shall be 1/8-inch larger in diameter than the joint width except that a one-inch diameter rod shall be used for a 3/4-inch wide joint.

2.6 BOND BREAKER

A. Bond breaker shall be Super Bond Breaker as manufactured by Burke Company, San Mateo, California; Hunt Process 225-TU as manufactured by Hunt Process Co., Santa Fe Springs, California; Select Cure CRB as manufactured by Select Products Co., Upland, California; or an approved equal. It shall contain a fugitive dye so that areas of application will be readily distinguishable.

0.7 BEARING DEVICES AND ELASTOMERIC BEARING PADS

Bearing devices and elastomeric bearing pads shall comply with CSS Section 51.

PART 3 -- EXECUTION

3.1 GENERAL

A. Unless otherwise shown, waterstops of the type specified herein shall be embedded in the concrete across joints as shown. All waterstops shall be fully continuous for the extent of the joint. Splices necessary to provide such continuity shall be accomplished in conformance to printed instructions of manufacturer of the waterstops. The CONTRACTOR shall take suitable precautions and means to support and protect the waterstops during the progress of the work and shall repair or replace at its own expense any waterstops damaged during the progress of the work. All waterstops shall be stored so as to permit free circulation of air around the waterstop material.

B. When any waterstop is installed in the concrete on one side of a joint, while the other half or portion of the waterstop remains exposed to the atmosphere for more than 2 days, suitable precautions shall be taken to shade and protect the exposed waterstop from direct rays of the sun during the entire exposure and until the exposed portion of the waterstop is embedded in concrete.

3.2 SPLICES IN WATERSTOPS

A. Splices in waterstops shall be performed by heat sealing the adjacent waterstop sections in accordance with the manufacturer's printed recommendations and the following requirements:.

1. The material not be damaged by heat sealing.

2. The splices have a tensile strength of not less than 60 percent of the unspliced materials tensile strength.

3. The continuity of the waterstop ribs and of its tubular center axis be maintained.

B. Butt joints of the ends of two identical waterstop sections may be made while the material is in the forms.

C. All joints with waterstops involving more than 2 ends to be jointed together, and all joints which involve an angle cut, alignment change, or the joining of 2 dissimilar waterstop sections shall be prefabricated by the CONTRACTOR prior to placement in the forms, allowing not less than 24-inch long strips of waterstop material beyond the joint. Upon being inspected and approved, such prefabricated waterstop joint assemblies shall be installed in the forms and the ends of the 24-inch strips shall be butt welded to the straight run portions of waterstop in place in the forms.

3.3 JOINT CONSTRUCTION

A. Setting Waterstops:

1. In order to eliminate faulty installation that may result in joint leakage, particular care shall be taken of the correct positioning of the waterstops during installation. Adequate provisions must be made to support the waterstops during the progress of the WORK and to insure the proper embedment in the concrete. The symmetrical halves of the waterstops shall be equally divided between the concrete pours at the joints. The center axis of the waterstops shall be coincident with the joint openings. Maximum density and imperviousness of the concrete shall be insured by thoroughly working it in the vicinity of all joints

2. In placing flat-strip waterstops in the forms, means shall be provided to prevent them from being folded over by the concrete as it is placed. Unless otherwise shown, all waterstops shall be held in place with light wire ties on 12-inch centers which shall be passed through the edge of the waterstop and tied to the curtain of reinforcing steel. Horizontal waterstops, with their flat face in a vertical plane, shall be held in place with continuous supports to which the top edge of the waterstop shall be tacked. In placing concrete around horizontal waterstops, with their flat face in a horizontal plane, concrete shall be worked under the waterstops by hand so as to avoid the formation of air and rock pockets.

3. Adequate means shall be provided for anchoring the waterstop in concrete. Waterstops shall be positioned so that they are equally embedded in the concrete on each side of the joint.

4. For bridge structures, waterstops shall conform to CSS Section 51-1.

B. Joint Location:

Construction joints, and other types of joints, shall be provided where shown. When not shown, construction joints shall be provided at 25-foot maximum spacing for all concrete construction, subject to the approval of the ENGINEER, unless noted otherwise. Where joints are shown spaced greater than 25 feet apart, additional joints shall be provided to maintain the 25-foot maximum spacing. The location of all joints, of any type, shall be submitted for acceptance by the ENGINEER.

C. Joint Preparation:

Special care shall be used in preparing concrete surfaces at joints where bonding between two sections of concrete is required. Unless otherwise shown, such bonding will be required at all horizontal joints in walls. Surfaces shall be prepared in accordance with the requirements of Section 03300 03310, "Cast-in-Place Concrete." Except on horizontal wall construction joints, wall to slab joints or where otherwise shown or specified, at all joints where waterstops are required, the joint face of the first pour shall be coated with a bond breaker as specified herein.

D. Construction Joint Sealant:

1. Construction joints in water-bearing floor slabs, and elsewhere as shown, shall be provided with tapered grooves which will be filled with construction joint sealant. The material used for forming the tapered grooves shall be left in the grooves until just before the grooves are cleaned and filled with joint sealant. After removing the forms from the grooves, all laitance and fins shall be removed, and the grooves shall be sand-blasted. The grooves shall be allowed to become thoroughly dry, after which they shall be blown out; immediately thereafter, they shall be primed and filled with the construction joint sealant. The primer used shall be supplied by the same manufacturer supplying the sealant. No sealant will be permitted to be used without a primer. Care shall be used to completely fill the sealant grooves. Areas designated to receive a sealant filler shall be thoroughly cleaned, as outlined for the tapered grooves, prior to application of the sealant.

2. Sealant application shall be in accordance with the manufacturer's printed instructions. The surfaces of the groove for the sealant shall not be coated. Concrete next to waterstops shall be placed in accordance with the requirements of Section 03300 03310, Cast-in-Place Concrete.

3. The primer and sealant shall be placed strictly in accordance with the printed recommendations of the manufacturer, taking special care to properly mix the sealant prior to application. All sealant shall cure at least 7 days before the structure is filled with water.

4. All sealant shall be installed by a competent waterproofing specialty contractor who has a successful record of performance in similar installations. Before work is commenced, the crew doing the WORK shall be instructed as to the proper method of application by a representative of the sealant manufacturer.

5. Thorough, uniform mixing of 2-part, catalyst-cured materials is essential; special care shall be taken to properly mix the sealer before its application. Before any sealer is placed, the CONTRACTOR shall arrange to have the crew doing the WORK carefully instructed as to the proper method of mixing and application by a representative of the sealant manufacturer.

5. Any joint sealant which after the manufacturer's recommended curing time for the job conditions of the WORK hereunder, fails to fully and properly cure shall be completely removed; the groove shall be thoroughly sandblasted to remove all traces of the uncured or partially cured sealant and primer, and shall be re-sealed with the specified joint sealant. All costs of such removal, joint treatment, re-sealing, and appurtenant work shall be at the expense of the CONTRACTOR.

3.4 BEARING DEVICES AND ELASTOMERIC BEARING PADS

Bearing devices and elastomeric bearing pads shall comply with CSS Section 51.

(END OF SECTION)

SECTION 03300
CAST-IN-PLACE CONCRETE

PART 1 -- GENERAL

1.1 THE REQUIREMENT

A. The CONTRACTOR shall furnish all materials for concrete in accordance with the provisions of this Section and shall form, mix, place, cure, repair, finish, and do all other work as required to produce finished concrete, in accordance with the requirements of the Contract Documents.

B. The following types of concrete shall be covered in this Section:

1. Structural Concrete: Concrete to be used in all cases except where noted otherwise in the Contract Documents.

2. Sitework Concrete: Concrete to be used for curbs, gutters, sidewalks, pavements, fence and guard post embedment, and underground duct bank encasement unless otherwise shown.

3. Lean Concrete: Concrete to be used for thrust blocks, pipe trench cut-off blocks and cradles, where the preceding items are detailed on the Drawings as unreinforced. Concrete to be used as protective cover for dowels intended for future connection.

1.2 RELATED WORK SPECIFIED ELSEWHERE

A. Section 03100 Concrete Formwork

B. Section 03200 Reinforcement Steel

C. Section 03250 Concrete Accessories

D. Section 03290 Joints in Concrete

E. Section 03315 Grout

F. Section 03331 Cast-In-Place Architectural Concrete

G. Section 03370 Concrete Curing

H. Section 03520 Lightweight Insulating Concrete Deck

I. Section 07900 Joint Sealants

1.3 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

A. Comply with the reference standards and the Standard Specifications of the GENERAL REQUIREMENTS.

B. Comply with the current provisions of the following Codes and Standards, as applicable.

1. Commercial Standards:

ACI 117	Specification for Tolerances for Concrete Construction and Materials
ACI 301	Specifications for Structural Concrete
ACI 305.1	Specification for Hot Weather Concreting
ACI 306.1	Standard Specification for Cold Weather Concreting
ACI 318	Building Code Requirements for Structural Concrete
ACI 347R	Guide to Formwork for Concrete
ACI 350	Code Requirements for Environmental Engineering Concrete Structures
ASTM C 31	Standard Practice for Making and Curing Concrete Test Specimens in the Field
ASTM C 33	Standard Specification for Concrete Aggregates
ASTM C 39	Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens
ASTM C 40	Standard Test Method for Organic Impurities in Fine Aggregates for Concrete
ASTM C 42	Standard Test Method for Obtaining and Testing Drilled Cores and Sawed Beams of Concrete
ASTM C 88	Standard Test Method for Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate
ASTM C 94	Standard Specification for Ready-Mixed Concrete
ASTM C 109	Standard Test Method for Compressive Strength of Hydraulic Cement Mortars (Using 2-in Cube Specimens)
ASTM C 117	Standard Test Method for Materials Finer than No. 200 Sieve in Mineral Aggregates by Washing
ASTM C 131	Standard Test Method for Resistance to Degradation of Small-Sized Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine
ASTM C 136	Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates
ASTM C 143	Standard Test Method for Slump of Hydraulic-Cement Concrete
ASTM C 150	Standard Specification for Portland Cement
ASTM C 157	Standard Test Method for Length Change of Hardened Hydraulic-Cement Mortar and Concrete

ASTM C 192	Standard Practice for Making and Curing Concrete Test Specimens in the Laboratory
ASTM C 260	Standard Specification for Air-Entraining Admixtures for Concrete
ASTM C 289	Standard Test Method for Potential Alkali-Silica Reactivity of Aggregates (Chemical Method)
ASTM C 311	Standard Test Methods for Sampling and Testing Fly Ash or Natural Pozzolans for Use in Portland-Cement Concrete
ASTM C 494	Standard Specification for Chemical Admixtures for Concrete
ASTM C 595	Standard Specification for Blended Hydraulic Cements
ASTM C 618	Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete
ASTM C 989	Standard Specification for Slag Cement for Use in Concrete and Mortars
ASTM C 1116	Standard Specification for Fiber-Reinforced Concrete
ASTM C 1157	Standard Performance Specification for Hydraulic Cement
ASTM C 1240	Standard Specification for Silica Fume Used in Cementitious Mixtures
ASTM C 1550	Standard Test Method for Flexural Toughness of Fiber Reinforced Concrete (Using Centrally Loaded Round Panel)
ASTM C 1579	Standard Test Method for Evaluating Plastic Shrinkage Cracking of Restrained Fiber Reinforced Concrete (Using a Steel Form Insert)
ASTM C 1602	Standard Specification for Mixing Water Used in the Production of Hydraulic Cement Concrete
ASTM C 1603	Standard Test Method for Measurement of Solids in Water-Suggest you add as it relates to ASTM C1602
ASTM C 1609	Standard Test Method for Flexural Performance of Fiber-Reinforced Concrete (Using Beam With Third-Point Loading)
ASTM D 2419	Standard Test Method for Sand Equivalent Value of Soils and Fine Aggregate

2. Government Standards:

CSS	Caltrans Standard Specifications
GWP	Global Warming Potential (maximum acceptable carbon emission limits, established by the California Department of General Services)

1.4 CONTRACTOR SUBMITTALS

A. Submittals shall be made in accordance with GENERAL REQUIREMENTS.

B. The following submittals and specific information shall be provided.

1. Mix Designs: Prior to beginning the WORK, the CONTRACTOR shall submit to the ENGINEER, for review, and acceptance, preliminary concrete mix designs for each class and type of concrete specified herein. The mix designs shall be designed by an independent testing laboratory acceptable to the ENGINEER. All costs related to such mix design shall be borne by the CONTRACTOR.

Each concrete mix submittal shall contain the following information, as applicable:

a. Location and purpose of the mix.
b. Slump on which the design is based.
c. Total gallons of water per cubic yard, and the water/cementitious materials ratio (w/cm).
d. Brand, type, composition and quantity of cement.
e. Brand type, composition and quantity of fly ash, slag cement, silica fume.
f. Specific Gravity, source and gradation of each aggregate.
g. Ratio of fine to total aggregate per cubic yard.
h. Weight (surface dry) of each aggregate per cubic yard.
i. Brand, type, and ASTM designation, active chemical ingredients and quantity of each admixture.
j. Copy of the Building and Safety Research Report Approval for each concrete admixture.
k. Air content.
l. Compressive strength based on 7-day and 28-day compression tests, including standard deviation calculations, corroborative data (if applicable), and required average comprehensive strength per ACI 318.
m. Time of initial and final set.
n. Certification stamp and signature by a Civil or Structural engineer registered in the State of California, experienced in concrete mix design.
o. Certificate of Compliance for Cement.
p. Concrete pour sequence.
q. Buy Clean California Act
    1.) For project specifications that include GR Section 1601, Buy Clean California Act, bidders shall submit current Environmental Product Declarations (EPDs) for each concrete mix design, from the originating ready-mix plant used in the project. When material comes from different plants, an EPD will be required for each plant from which the material will be obtained.
    Until further notice, EDPs for concrete are currently solely voluntary. However, the City strongly encourages Contractors to inquire about and submit EDPs their Ready Mix Suppliers
    2.) An EPD must conform to the following:
        a) Shall be facility-specific manufacturer/plant EPD.
        b) Be independently verified in accordance with ISO 14025 (Type III).
        c) Be developed according to the guidelines of the applicable Product Category Rule (PCR), as identified by the Department of General Services, State of California.
        d) Have a valid date that has not expired.
        e) Shall not exceed the Global Warming Potential (GWP) as required by GR Section 1601.

    3.) EPD shall be submitted concurrently with each mix submittal for review and approval.

2. Certified Delivery Tickets: Where ready-mix concrete is used, the CONTRACTOR shall provide certified weighmaster delivery tickets at the time of delivery of each load of concrete. Each certificate shall show the public weighmaster's signature, and the total quantities, by weight of cement, sand, each class of aggregate, admixtures, and the amounts of water in the aggregate and added at the batching plant as well as the amount of water allowed to be added at the site for the specific design mix. Each certificate shall, in addition, state the mix number, total yield in cubic yards, and the time of day, to the nearest minute, corresponding to when the batch was dispatched, when it left the plant, when it arrived at the job, the time that unloading began, and the time that unloading was finished.

3. When a water reducing admixture is to be used, the CONTRACTOR shall furnish mix designs for concrete both with and without the admixture.

4. The CONTRACTOR shall furnish a Certificate of Compliance signed by the supplier identifying the type of fly ash and stating that the fly ash complies with ASTM C 618 and these Specifications, together with all supporting test data prior to the use of the fly ash the sample represents. The supporting data shall also contain test results confirming that the fly ash in combination with the cement and water to be used meets all strength requirements and is compatible with air-entraining agents and other admixtures.

5. The CONTRACTOR shall submit to the ENGINEER for review the design mix for fly ash concrete together with the design mix for Portland cement (non-fly ash) concrete as specified in this Section.

1.5 QUALITY ASSURANCE

A. Laborers: Use adequate number of skilled laborers who are thoroughly trained and experienced in the necessary crafts and completely familiar with the specified requirements and the methods needed for proper performance of the Work of this Section.

B. Compliance with Regulations: All materials shall comply with the current rules and regulations of the local air quality management district, with the rules regarding volatile organic compounds, and with FDA rules and regulations for dangerous substances in construction products.

C. Concrete Manufacturer: Furnish concrete from licensed commercial ready-mix concrete plants conforming to ASTM C94 and approved by City of Los Angeles Department of Building and Safety. Requirements herein govern when exceeding ASTM C94.

D. Continuous Inspection: Construct structural concrete exceeding 2,500 psi compressive strength under continuous inspection of DEPUTY INSPECTOR. Obtain inspection and approval of forms and reinforcing by CONTRACTOR's Independent Testing/Inspection Laboratory three (3) working days before placing structural concrete in order to be verified by ENGINEER.

E. Tests on component materials and for compressive strength and shrinkage of concrete will be performed as specified herein. Test for determining slump will be in accordance with the requirements of ASTM C 143.

F. The cost of all laboratory tests on cement, aggregates, and concrete compressive strength, will be borne by the CITY. However, the CONTRACTOR shall be responsible for all other required tests, and shall be charged for the cost of any additional tests and investigation on work performed which does not meet the specifications.

G. Concrete for testing shall be supplied by the CONTRACTOR at no cost to the CITY, and the CONTRACTOR shall provide assistance and facilities to the INSPECTOR in obtaining samples, and

disposal and cleanup of excess material. The CONTRACTOR shall provide the test cylinders, as described in item 1.5.H, to the INSPECTOR for the required testing.

H. Field Compression Tests:

1. Compression test specimens will be taken during construction from the first placement of each concrete mix used and at intervals thereafter as selected by the INSPECTOR to insure continued compliance with these specifications. Each set of test specimens will be a minimum of 4 cylinders.

2. Compression test specimens for concrete shall be made in accordance with ASTM C 31. Specimens shall be 6-inch diameter by 12-inch high cylinders.

3. Compression tests shall be performed in accordance with ASTM C 39. Two 6"x12" test cylinders will be tested at 7 days as necessary and two at 28 days. Any remaining cylinders will be held to verify test results, if needed.

I. Evaluation and acceptance of Compressive Strength Concrete shall be based on the following criteria:

1. Concrete shall be sampled and tested in accordance with the ASTM standards stated in Subsection 1.3.B.1.

2. Acceptance of concrete placed shall be based on 28-day compressive strength test results. A 28-day compressive strength test shall consist of the average compressive strength of two 6"x12" concrete test cylinders fabricated from a single load of fresh concrete except that, if a cylinder should show evidence of improper handling, molding, or testing, said cylinder shall be discarded and the compressive strength test shall then consist of the remaining cylinder.

3. Concrete compressive strength tests representing concrete poured-in-place, shall attain the 28-day compressive strength specified in the specifications or as shown on the plans.

4. In-place concrete represented by a compressive cylinder strength test failing to meet the specified 28-day compressive strength shall be removed from the work at no cost to the CITY. Also, the CONTRACTOR shall at its own expense make any corrective changes in the mix deemed necessary by the ENGINEER. The changes in the mix proportions or placement procedures shall be approved by the ENGINEER prior to the placement of any additional concrete subsequent to a failing compressive strength test.

5. As an alternative to the removal of concrete represented by a failed cylinder compressive strength test and subject to the approval of the ENGINEER, the concrete represented by the failed compressive strength cylinder test or tests may be cored in place. The corings shall be completed no later than 10 days from notification of failure by the ENGINEER. The cores shall be taken by the CONTRACTOR in the presence of the INSPECTOR and tested at the CONTRACTOR's expense in accordance with ASTM C 42 by a certified laboratory acceptable to the INSPECTOR. The cores shall be 4 inch diameter (min.) unless otherwise directed by the ENGINEER. At least three cores shall be taken in each area represented by a failed 28-day concrete compressive strength cylinder test. Unless otherwise directed by the ENGINEER, the cores shall be tested wet following a 40-hour submergence. If each core tests at least 85 percent of the specified 28-day compressive strength or greater, the concrete represented may be accepted provided the CONTRACTOR accepts the payment provisions stated below. Concrete represented by failing core tests shall not be paid for and shall be removed by the CONTRACTOR from the work at no cost to the CITY.

6. Payment to the CONTRACTOR for concrete accepted by the ENGINEER based on core test results but represented by failing compressive cylinder test results shall be reduced as follows:

a. When the result of a single compressive cylinder strength test is less than the specified 28-day compressive strength but 95 percent or more of the 28-day compressive strength, the CONTRACTOR shall pay the CITY **$15** per cubic yard for each in-place cubic yard of concrete represented by the deficient compressive strength cylinder test as determined by the actual sampling interval; and.

b. When the result of a single compressive strength cylinder test is less than 95 percent of the specified 28-day compressive strength but is acceptable based on core test results taken in accordance with Subsection 1.5.I.5, the CONTRACTOR shall pay the CITY **$20** per cubic yard for each in-place cubic yard of concrete represented by the deficient compressive strength cylinder test as determined by the actual sampling interval.

J. Shrinkage Tests:

1. Drying shrinkage tests shall be provided by the CONTRACTOR for the trial batch specified in the Paragraph in Part 2 entitled "Trial Batch and Laboratory Tests," and during construction to insure continued compliance with these Specifications.

2. Drying shrinkage specimens shall be 4-inch by 4-inch by 11-inch prisms with an effective gage length of 10 inches, fabricated, cured, dried and measured in accordance with ASTM C 157 modified as follows: specimens shall be removed from molds at an age of 23 ±1 hours after trial batching, shall be placed immediately in water at 70 degrees F ±3 degrees F for at least 30 minutes, and shall be measured within 30 minutes thereafter to determine original length and then submerged in saturated lime water at 73 degrees F ±3 degrees F. Measurement to determine expansion expressed as a percentage of original length shall be made at age 7 days. This length at age 7 days shall be the base length for drying shrinkage calculations ("0" days drying age). Specimens then shall be stored immediately in a humidity control room maintained at 73 degrees F ±3 degrees F and 50 percent ±4 percent relative humidity for the remainder of the test. Measurements to determine shrinkage expressed as percentage of base length shall be made and reported separately for 7, 14, 21, and 28 days of drying after 7 days of moist curing.

3. The drying shrinkage deformation of each specimen shall be computed as the difference between the base length (at "0" days drying age) and the length after drying at each test age. The average drying shrinkage deformation of the specimens shall be computed to the nearest 0.0001 at each test age. If the drying shrinkage of any specimen departs from the average of that test age by more than 0.0004-inch, the results obtained from that specimen shall be disregarded. Results of the shrinkage test shall be reported to the nearest 0.001 percent of shrinkage. Compression test specimens shall be taken in each case from the same concrete used for preparing drying shrinkage specimens. These tests shall be considered a part of the normal compression tests for the project. Allowable shrinkage limitations shall be as specified in Part 2, herein.

K. Construction Tolerances: The CONTRACTOR shall set and maintain concrete forms and perform finishing operations so as to ensure that the completed work is within the tolerances specified in Section 03100 “Concrete Formwork”. Surface defects and irregularities are defined as finishes and are to be distinguished from tolerances.

L. For each class of fly ash, all testing and sampling procedures shall conform with these Specifications and ASTM C 311, including the restriction that one sample weighing 4 pounds shall be taken from at least each 200 tons of fly ash supplied.

M. Separate storage facilities shall be provided for fly ash and other supplementary cementitious materials (SCM). All SCM shall be stored in such a manner as to permit ready access for the purpose of inspection and sampling and suitably protected against contamination or moisture.

Should any SCM show evidence of contamination or moisture or be otherwise unsuitable, the INSPECTOR may reject it and require that it be removed from the site. Each SCM used in concrete for this project shall be from the same source.

PART 2 -- PRODUCTS

2.1 CONCRETE MATERIALS

A. Materials shall be delivered, stored, and handled so as to prevent damage by water or breakage. Only one brand of cement shall be used. Cement reclaimed from cleaning bags or leaking containers shall not be used. All cement shall be used in the sequence of receipt of shipments.

B. All materials furnished for the work shall comply with the requirements of ACI 301, as applicable. For bridge structures, materials for concrete shall conform to Section 90-2 to 90-4 of CSS.

C. Storage of materials shall conform to the requirements of ACI 301.

D. Materials for concrete shall conform to the Standard Specifications and the following requirements.

1. Concurrent with strength design criteria, concrete shall also be proportioned to provide the requisite durability to satisfy the exposure conditions imposed by either environment and/or service. Durability, in this context, refers to the ability of the concrete to resist deterioration from the environment or service in which it is placed. Concrete proportioned in accordance with ACI 318, or ACI 350 for sanitary structures, chapter 4, Durability Requirements, will meet this criteria.

2. Cementitious Materials:

   a. Portland Cement shall conform to ASTM C 150, Type II I/II III V or ASTM C595 Type IL.

   b. Blended Cement shall conform to ASTM C595, Type IL, Moderate Sulfate Resistant (MS) or High Suflate Resistant (HS).

   c. Supplementary Cementitious Materials:
      i. Fly ash shall conform to ASTM C 618, Class F or C.
      ii. Slag cement shall conform to ASTM C 989, Grade 100 or 120.
      iii. Silica fume shall conform to ASTM C 1240, and shall be MASTER BUILDERS SOLUTIONS Corporation's MasterLife SF100, GCP Applied Technologies (formerly W. R. Grace) F10KD, or approved equal.
      iv. Metakaolin shall conform to ASTM C 618, Class N, and shall be MASTER BUILDERS SOLUTIONS' Kaolin's (part of MASTER BUILDERS SOLUTIONS Corporation) MetaMax, GCP Applied Technologies (formerly W. R. Grace) HRMK 100, or approved equal.

3. Aggregates shall be obtained from pits acceptable to the INSPECTOR, shall be non-reactive, and shall conform to ASTM C 33. Lightweight sand for fine aggregate will not be permitted.

   a. When tested in accordance with ASTM C 289, the ratio of silica released to reduction in alkalinity shall not exceed 1.0.

   b. When tested in accordance with ASTM C 40, the fine aggregate shall produce a color in the supernatant liquid no darker than the reference standard color solution.

c. When tested in accordance with ASTM C 131, the coarse aggregate shall show a loss not exceeding 42 percent after 500 revolutions, or 10.5 percent after 100 revolutions.

d. When tested in accordance with ASTM C 88, the loss resulting after five cycles shall not exceed 10 percent for fine or coarse aggregate when using sodium sulfate.

e. When tested in accordance with ASTM C 117, materials finer than No. 200 sieve shall not exceed 1% for gravel, and 1.5% for crushed aggregate.

f. When tested in accordance with ASTM D 2419, the California sand equivalent values operating range shall not be below 71%.

4. Ready-mixed concrete shall conform to the requirements of ASTM C 94.

   a. Water for mixing shall conform to ASTM C 1602 and be clean and free from objectionable quantities of silty organic matter, alkali, salts, and other impurities. The use of qualifying recycled water is encouraged. Mixing water that contains non-potable water should comply with ASTM C1602 Section 4 and Section 5 including Table 1 and Table 2

5. Water for mixing shall conform to the SSPWC, Section 201-1.2.3, "Water". The use of qualifying recycled water is encouraged.

6. Admixtures: The ENGINEER may require the use of admixtures or the CONTRACTOR may propose to use admixtures to control the set, effect water reduction, increase workability or enhance durability. In either case, the addition of an admixture shall be at the CONTRACTOR's expense. The use and continued use of an admixture shall be approved by the ENGINEER. Admixtures specified herein, other than calcium chloride, shall conform to the requirements of ASTM C 494 or other standards specified in this Section. The required quantity of cement shall be used in the mix regardless of whether or not an admixture is used. Admixtures shall contain no free chloride ions, be non-toxic after 30 days, and shall be compatible with and made by the same manufacturer as the air entraining admixture.

   These admixtures shall not be used in greater doses than those recommended by the manufacturer or permitted by the ENGINEER. The permitted dosage of the admixture shall not exceed that which will result in an increase in the drying shrinkage of the concrete in excess of 20 percent when used in precast or prestressed concrete, or 10 percent when used in any other structural concrete. The strength of concrete containing the admixture in the amount proposed shall, at the age of 48 hours and longer be not less than that of similar concrete without the admixture. The admixture shall not adversely affect the specified air content, unless permitted by the ENGINEER.

   a. Set controlling admixture shall be either with or without water-reducing properties. Where the air temperature at the time of placement is expected to be consistently over 80 degrees F, a set retarding admixture conforming to ASTM C 494, Type B or D, such as **Sika Corporation's Plastiment, MASTER BUILDERS SOLUTIONS Corporation's MasterSet R Series or MasterSet DELVO Series,** GCP applied Technologies (formerly W. R. Grace), Recover or Daratard 17 or an approved equal shall be used. Where the air temperature at the time of placement is expected to be consistently under 40 degrees F, a set accelerating admixture conforming to ASTM C 494 Type C or E, such as **Sika Corporation's Plastocrete 161FL, MASTER BUILDERS SOLUTIONS Corporation's MasterSet AC 534 or MasterSet FP 20,** GCP applied Technologies (formerly W. R. Grace), Daraset 400 or Polarset or an approved equal shall be used.

b. Normal and mid-range water reducing admixtures shall conform to ASTM C 494, Type A, and shall be MASTER BUILDERS SOLUTIONS Corporation's MasterPozzolith Series, MasterPolyheed series, GCP applied Technologies (formerly W. R. Grace), ADVA series, Zyla series, WRDA series or approved equal. The quantity of admixture used and the method of mixing shall be in accordance with the manufacturer's instructions and recommendations.

c. High range water reducer shall conform to ASTM C 494, Type F or G.

If the high range water reducing admixture is added to the concrete at the batch plant, it shall be, **ADVA series ADVA 190, ADVA 198, ADVA 140M as manufactured by GCP Applied Technologies (formerly W. R. Grace) MasterRheobuild 1000, MasterGlenium Series, or PS 1466 as manufactured by MASTER BUILDERS SOLUTIONS Corporation;** or an approved equal**.** High range water reducer shall be added to the concrete after all other ingredients have been mixed and initial slump has been verified.

If the high range water reducer is added to the concrete at the job site, it shall be used in conjunction with a normal water reducer and shall be **MasterPozzolith 700 or MasterPozzolith 322 and MasterGlenium 7500 or MasterGlenium 3030, as manufactured by MASTER BUILDERS SOLUTIONS Corporation; ADVA series ADVA 190, ADVA 198, ADVA 140M and Zyla Series, Zyla 625 or WRDA series, WRDA 64 as manufactured by GCP Applied technologies (formerly W. R. Grace);** or an approved equal. Concrete shall have a slump of 3-inches ± 1/2-inch prior to adding the high range water reducing admixture at the job site. Slump shall not exceed 9 inches for concrete after addition of high-range water-reducing admixture. The high range water reducing admixture shall be accurately measured and pressure injected into the mixer as a single dose by an experienced technician. A standby system shall be provided and tested prior to each day's operation of the job site system.

Concrete shall be mixed at mixing speed for a minimum of 30 mixer revolutions after the addition of the high range water reducer.

d. Concrete Waterproofing Admixture: **Xypex Concentrate Admix C-1000 (standard set time) or C-2000 (extended set time), or MASTER BUILDERS SOLUTIONS Corporation's MasterLife 300D**, **or Penetron Corp. Penetron SB,** or approved equal that shall be of the cementitious crystalline type that chemically controls and permanently fixes a non-soluble crystalline structure throughout the capillary voids of the concrete. Use of waterproofing admixture shall be at locations specified per the contract drawings and shall follow all manufacturer recommendations for quantity and preparation.

e. Air-entraining admixture meeting the requirements of ASTM C 260, such as **MASTER BUILDERS SOLUTIONS Corporation's MasterAir Series** or, **GCP Applied Technologies (formerly W. R. Grace Daravair or Darex series,** approved equal, shall be used. Sufficient air-entraining agent shall be used to provide a total air content of 3 to 4 percent; provided that, when the mean daily temperature in the vicinity of the worksite falls below 40 degrees F for more than one day, the total air content provided shall be 5 to 6 percent. The CITY reserves the right, at any time, to sample and test the air-entraining agent received on the job by the CONTRACTOR. The air-entraining agent shall be added to the batch in a portion of the mixing water. The solution shall be batched by means of a mechanical batcher capable of accurate measurement.

f. Workability-retaining admixture shall conform to ASTM C 494, Type S, shall retain concrete workability without affecting time of setting or early age strength development,

and shall be MASTER BUILDERS SOLUTIONS Corporation's MasterSure Z60, GCP Applied Technologies (formerly W. R. Grace) ADVA XT2, or approved equal.

g. Corrosion-inhibiting admixture shall be a nominal 30 percent solution of calcium nitrite or an amine/ester-based organic corrosion-inhibiting admixture, and shall be MASTER BUILDERS SOLUTIONS Corporation's MasterLife CI 30, MasterLife CI 222, GCP Applied Technologies (formerly W. R. Grace) DCI series, or approved equal.

h. Shrinkage-reducing admixture shall conform to ASTM C 494, Type S, and shall be MASTER BUILDERS SOLUTIONS Corporation's MasterLife SRA 20, MasterLife CRA 007, GCP Applied Technologies (formerly W. R. Grace) Eclipse series, or approved equal.

i. Alkali-silica reaction inhibiting admixture shall conform to ASTM C 494, Type S, shall contain a nominal lithium nitrate content of 30 percent, and shall be MASTER BUILDERS SOLUTIONS Corporation's MasterLife ASR 30, GCP Applied Technologies (formerly W. R. Grace) RASIR, or approved equal.

j. Calcium Chloride: Except as otherwise provided herein, calcium chloride will not be permitted to be used in concrete.

2.2 CURING MATERIALS

A. Materials for curing concrete shall conform to Section 03370 "Curing Concrete", Part 2.

2.3 NON-WATERSTOP JOINT MATERIALS

A. Materials for non-waterstop joints in concrete shall conform to Section 03290 "Joints In Concrete", Part 2.

2.4 MISCELLANEOUS MATERIALS

A. Floor sealer/hardener shall be a colorless, aqueous solution of zinc and/or magnesium fluorosilicate or of sodium silicate, and shall be as manufactured by MASTER BUILDERS SOLUTIONS Corporation, W.R. Grace Co., or an approved equal. The solution shall be delivered ready for use in the manufacturer's original sealed containers. Each gallon of the fluorosilicate solution shall contain not less than 2 pounds of crystals.

B. Dampproofing agent shall be an asphalt emulsion, such as MasterSeal 610, MasterSeal 614 or MasterSeal 615 (formerly Hydrocide 600, Hydrocide 700 & Hydrocide 700B) by MASTER BUILDERS SOLUTIONS Corporation, GCP Applied Technologies (formerly W. R. Grace) Darapel, Flintkote C-13-E Foundation Coating, or an approved equal.

C. Epoxy adhesives shall be per the following products for the applications specified:

2c For bonding freshly-mixed, plastic concrete to hardened concrete, Sikadur Hi-Mod Epoxy Adhesive, as manufactured by Sika Corporation; MasterEmaco ADH 326 (formerly Concresive Liquid LPL) as manufactured by MASTER BUILDERS SOLUTIONS Corporation; or an approved equal.

3c For bonding hardened concrete or masonry to steel, MasterEmaco ADH 327RS (formerly Concresive Paste SPL), Colma-Dur Gel, Sikadur Hi-Mod Gel, or an approved equal.

D. Drypack: Field mixture of 1 part Portland cement to 2 parts fine aggregate mixed to a damp consistency such that a ball molded in the hands will stick together and hold its shape. At CONTRACTOR's option, the specified admixture may be added for increased workability at lower water/cement ratio. In lieu of field mixing, CONTRACTOR may use factory mixed drypack material, such as MASTER BUILDERS SOLUTIONS Corporation "MasterFlow 100" or Euclid "Euco Dry Pack Grout", or an approved equal.

E. Expansion Joint Filler: Asphalt impregnated fiber or non-extruding foam type, conforming to ASTM D994 and D1751, or D1752.

F. Construction Joint Materials: "Key-Kold", "Kwik-Joint" of profiles indicated, or an approved equal.

G. Bonding Agent: "Weld-Crete", manufactured by Larsen Products Co. or "MasterEmaco ADH" Series (formerly Concresive Series), as manufactured by MASTER BUILDERS SOLUTIONS Corporation, or an approved equal.

H. Integral Color Concrete: As specified in Section 03331

I. For bridge structures, prestressing concrete materials shall comply with CSS Section 50.

J. For bridge structures, epoxy adhesives shall comply with CSS Section 95-2.

2.5 CONCRETE DESIGN REQUIREMENTS

A. General: Concrete shall be composed of cement, SCM, admixtures, aggregates and water. These materials shall be of the qualities specified. The exact proportions in which these materials are to be used for different parts of the work will be determined during the trial batch. In general, the mix shall be designed to produce a concrete capable of being deposited so as to obtain maximum density and minimum shrinkage and, where deposited in forms, to have good consolidation properties and maximum smoothness of surface. Mix designs with more than 41 percent of sand of the total weight of fine and coarse aggregate shall not be used. The aggregate gradations shall be formulated to provide fresh concrete that will not promote rock pockets around reinforcing steel or embedded items. The proportions shall be changed whenever necessary or desirable to meet the required results at no additional cost to the CITY. All changes shall be subject to review by the ENGINEER.

B. W/cm and Compressive Strength: The minimum compressive strength and cement content of concrete shall be not less than that specified in the following tabulation.

Type of Work	Min. 28-Day Compressive Strength (psi)	Aggregate Gradation	Cement per cu yd (sacks)	Max w/cm (by weight)
Structural Concrete *				
a. Sanitary Structures:	4,000	C	7.0	0.45
b. Other Structures **:	3,250	C	6.0	0.54 **
Sitework concrete:	2,500	C	5.5	0.50
Lean concrete:	2,000	C	4.8	0.71

Note: One sack of cement equals 94 lb.
* Use "B" Aggregate gradation when placing conditions permit.
** For Slabs on grade, maximum w/cm shall be 0.45.

C Adjustments to Mix Design: The mixes used shall be changed whenever such change is necessary or desirable to secure the required strength, density, workability, and surface finish and the CONTRACTOR shall be entitled to no additional compensation because of such changes.

D. Fly ash/pozzolan may be used per requirements of the Standard Specifications, when approved by the ENGINEER as a partial cement replacement in concrete as follows:

4c Fly ash shall replace not more than 20 percent by weight of the Portland cement in the design mix. The design mix shall contain a minimum of 7 sacks of cement per cubic yard before the replacement is made.

5c Fly ash for hydraulic/liquid containing structures shall be Class F fly ash only. Fly ash for all other structures shall be Class C or F fly ash.

2.6 CONSISTENCY

The quantity of water entering into a batch of concrete shall be just sufficient, with a normal mixing period, to produce a concrete which can be worked properly into place without segregation, and which can be compacted by the vibratory methods herein specified to give the desired density, impermeability and smoothness of surface. Subject to the w/c ratio requirements of section 2.5, the quantity of water shall be changed as necessary, with variations in the nature or moisture content of the aggregates, to maintain uniform production of a desired consistency. The consistency of the concrete in successive batches shall be determined by slump tests in accordance with ASTM C 143. The slumps shall be as follows:

Part of Work	Slump (in)
With high range water reducer added	9-inches max
Other work	per Standard Specifications

2.7 TRIAL BATCH AND LABORATORY TESTS

A. Before placing any concrete, a Department of Building and Safety certified testing laboratory approved by the ENGINEER shall prepare, within 30 calendar days after the date of the Notice to Proceed, a trial batch of each concrete mix, based on the preliminary concrete mixes submitted by the CONTRACTOR. During the trial batch the aggregate proportions may be adjusted by the testing laboratory using the two coarse aggregate size ranges to obtain the required properties. If one size range produces an acceptable mix, a second size range need not be used. Such adjustments shall be considered refinements to the mix design and shall not be the basis for extra compensation to the CONTRACTOR. All concrete shall conform to the requirements of this Section, whether the aggregate proportions are from the CONTRACTOR's preliminary mix design, or whether the proportions have been adjusted during the trial batch process. The trial batch shall be prepared using the aggregates, cement and admixture proposed for the project. The trial batch materials shall be of a quantity such that the testing laboratory can obtain 3 drying shrinkage, and 10 compression test specimens from each batch. The cost of not more than 3 laboratory trial batch tests for each specified concrete strength shall be borne by the CONTRACTOR. Any additional trial batch testing required shall be performed at the expense of the CONTRACTOR.

The trial batch procedure may be waived when test data of prior performance of the proposed mix design, performed by a Department of Building and Safety certified testing laboratory, is presented by the CONTRACTOR and approved by the ENGINEER.

The requirements of this section may be waived for concrete mixes specified by the Class per the Standard Specifications.

B. The determination of compressive strength will be made by testing 6-inch diameter by 12-inch high cylinders; made, cured and tested in accordance with ASTM C 192 and ASTM C 39. Five compression test cylinders shall be tested at 7 days and 5 at 28 days. The average compressive strength for the 5 cylinders tested at 28 days for any given trial batch shall not be less than the appropriate sections of ACI 318 of the specified compressive strength.

C. A sieve analysis of the combined aggregate for each trial batch shall be performed according to the requirements of ASTM C 136. Values shall be given for percent passing each sieve.

2.8 SHRINKAGE LIMITATION

A. The maximum concrete shrinkage for specimens cast in the laboratory from the trial batch, as measured at 21-day drying age or at 28-day drying age shall be 0.036 percent or 0.042 percent, respectively. The CONTRACTOR shall only use a mix design for construction that has first met the trial batch shrinkage requirements. Testing for shrinkage but be performed as one of the first items of work.

B. The maximum concrete shrinkage for specimens cast in the field shall not exceed the trial batch maximum shrinkage requirement by more than 25 percent. The CONTRACTOR may conduct additional C157 testing of the mix design identified in 2.8.A using field prepared samples, following the instructions of ASTM C172 and establish a shrinkage correlation between field and laboratory casted samples. However, such testing must be performed soon after a mix design has been accepted by the ENGINEER. Number of samples, preparation, storage, and testing to be approved by the ENGINEER.

C. If the required shrinkage limitation is not met during construction, the CONTRACTOR shall take any or all of the following actions, at no additional cost to the CITY, for securing the specified shrinkage requirements. These actions may include changing the source or aggregates, cement and/or admixtures; reducing water content; washing of aggregate to reduce fines; increasing the number of construction joints; modifying the curing requirements; or other actions designed to minimize shrinkage or the effects of shrinkage.

2.9 MEASUREMENT OF CEMENT AND AGGREGATE

The amount of cement and of each separate size of aggregate entering into each batch of concrete shall be determined by direct weighing equipment furnished by the CONTRACTOR and acceptable to the ENGINEER; provided that, where batches are so proportioned as to contain an integral number of conventional sacks of cement, and the cement is delivered at the mixer in the original unbroken sacks, the weight of the cement contained in each sack may be taken without weighing as 94 pounds.

2.10 MEASUREMENT OF WATER

The quantity of water entering the mixer shall be measured by a suitable water meter or other measuring device of a type acceptable to the ENGINEER and capable of measuring the water in variable amounts within a tolerance of one percent. The water feed control mechanism shall be capable of being locked in position so as to deliver constantly any specified amount of water to each batch of concrete, and the meter shall include a set-back register with a readily visible vertical face and double hands indicating in cubic feet and decimals thereof. A positive quick-acting valve shall be used for a cut-off in the water line to the mixer. The operating mechanism must be such that leakage will not occur when the valves are closed

2.11 READY-MIXED CONCRETE

A. At the CONTRACTOR's option, ready-mixed concrete may be used meeting the requirements as to materials, batching, mixing, transporting, and placing as specified herein and in accordance with ASTM C 94, including the following supplementary requirements.

B. Ready-mixed concrete shall be delivered to the site of the work, and discharge shall be completed within 90 minutes after the addition of the cement to the aggregates or before the drum has been revolved 250 revolutions, whichever is first. In hot weather, or under conditions contributing to quick stiffening of the concrete, the ready-mixed concrete shall be discharged before the temperature of the concrete exceeds 90 degrees F.

C. Truck mixers shall be equipped with electrically-actuated counters by which the number of revolutions of the drum or blades may be readily verified. The counter shall be of the re-settable, recording type, and shall be mounted in the driver's cab. The counters shall be actuated at the time of starting mixers at mixing speeds.

D. Each batch of concrete shall be mixed in a truck mixer for not less than 70 revolutions of the drum or blades at the rate of rotation designated by the manufacturer of equipment. Additional mixing, if any, shall be at the speed designated by the manufacturer of the equipment as agitating speed. All materials including mixing water shall be in the mixer drum before actuating the revolution counter for determining the number of revolution of mixing.

E. Truck mixers and their operation shall be such that the concrete throughout the mixed batch as discharged is within acceptable limits of uniformity with respect to consistency, mix, and grading. If slump tests taken at approximately the 1/4 and 3/4 points of the load during discharge give slumps differing by more than 2-inches when the specified slump is more than 3-inches, the mixer shall not be used on the work unless the causing condition is corrected and satisfactory performance is verified by additional slump tests. All mechanical details of the mixer, such as water measuring and discharge apparatus, condition of the blades, speed of rotation, general mechanical condition of the unit, and clearance of the drum, shall be checked before a further attempt to use the unit will be permitted.

F. Each batch of ready-mixed concrete delivered at the job site shall be accompanied by a certified weighmaster delivery ticket furnished to the INSPECTOR in accordance with the Paragraph in Part 1 entitled "Certified Delivery Tickets".

G. The use of non-agitating equipment for transporting ready-mixed concrete will not be permitted. Combination truck and trailer equipment for transporting ready-mixed concrete will not be permitted. The quality and quantity of materials used in ready-mixed concrete and in batch aggregates shall be subject to continuous inspection at the batching plant by the INSPECTOR.

H Mixing and Transporting of concrete for bridge structures shall comply with Section 90-6 of CSS.

2.12 PRESTRESSING CONCRETE

Prestressing of concrete for bridge structures shall comply with Section 50 of CSS.

2.13 CONCRETE BARRIER

Concrete barrier materials shall comply with Section 83-2.02 of CSS.

PART 3 -- EXECUTION

3.1 PROPORTIONING AND MIXING

A. Proportioning: Proportioning of the concrete mix shall conform to the requirements of Chapter 3 "Proportioning" of ACI 301; provided that the maximum slump for any concrete shall not exceed 4-inches except when the use of high range water reducer is permitted which increases the maximum slump to 8-inches. Proportioning for bridge structures shall comply with Section 90-5 of the CSS.

B. Mixing: Mixing of concrete shall conform to the requirements of Chapter 7 of said ACI 301 Specifications and SSPWC. Whichever is most stringent shall apply.

C. Slump: Maximum slumps shall be as specified herein in Section 2.6.

D. Retempering: Retempering of concrete or mortar which has partially hardened will not be permitted.

3.2 PREPARATION OF SURFACES FOR CONCRETING

A. General: Wet wood forms sufficiently to tighten up cracks. Wet other materials sufficiently to reduce adsorption and to help maintain concrete workability. Earth surfaces shall be thoroughly wetted by sprinkling, 24 hours prior to the placing of any concrete, and these surfaces shall be kept moist by frequent sprinkling up to the time of placing concrete thereon. The surface shall be free from standing water, mud, and debris at the time of placing concrete.

B. Vapor Barrier: Install under interior floor slabs on grade. Lap joints 6" in the direction of concrete spreading and tape seal. Seal the joints at walls and around penetrations with tape. Cover barrier with 2" layer of clean damp sand.

C. Screeds: Set screeds at walls and maximum 8' centers between. Set to provide level floor. Check with an instrument level, transit, or laser during placing operation to maintain level floor.

D. Screeds Over Vapor Barrier: Use weighted pad or cradle type screeds and do not drive stakes through the vapor barrier. Check with an instrument level, transit, or laser.

E. Metal Floor Decking: Verify that decking joints are sealed and there are no openings or voids that will permit concrete leakage.

F. Expansion Joint Filler: Install where slabs abut buildings and elsewhere as indicated. Install full depth of concrete with top level with finished surface of concrete.

G. Joints in Concrete: Concrete surfaces upon or against which concrete is to be placed, where the placement of the old concrete has been stopped or interrupted so that, as determined by the ENGINEER, the new concrete cannot be incorporated integrally with that previously placed, are defined as construction joints. The surfaces of horizontal joints shall be given a compacted, roughened surface for good bond. Except where the Drawings call for joint surfaces to be coated, the joint surfaces shall be cleaned of all laitance, loose or defective concrete, and foreign material. Such cleaning shall be accomplished by sandblasting followed by thorough washing. All pools of water shall be removed from the surface of construction joints before the new concrete is placed.

H. After the surfaces have been prepared all approximately horizontal construction joints shall be covered with a layer of mortar approximately two-inch thick, or as shown on the plans. The mortar

shall have the same proportions of cement and sand as the regular concrete mixture. The water-cement ratio of the mortar in place shall not exceed that of the concrete to be placed upon it, and the consistency of the mortar shall be suitable for placing and working in the manner hereinafter specified. The mortar shall be spread uniformly and shall be worked thoroughly into all irregularities of the surface. Wire brooms shall be used where possible to scrub the mortar into the surface. Concrete shall be placed immediately upon the fresh mortar. When casting deep walls (more than 6 feet high) over slabs or footings, in lieu of the two-inch thick mortar, a 6-inch lift of a rich pea gravel mix with the same water-cement ratio as the wall concrete shall be placed and spread uniformly. Wall concrete shall follow immediately and shall be placed upon the fresh pea gravel mix.

I. Embedded Items: No concrete shall be placed until all formwork, installation of parts to be embedded, reinforcement steel, and preparation of surfaces involved in the placing have been completed and ACCEPTED by the INSPECTOR at least 24 hours before placement of concrete. All surfaces of forms and embedded items that have become encrusted with dried grout from concrete previously placed shall be cleaned of all such grout before the surrounding or adjacent concrete is placed.

J. Conduits and Sleeves:

1. Locate so as not to reduce the strength of construction. Do not place pipes, except conduits in a slab of less than 3-1/2" thickness.

2. In supported concrete slabs, do not bury conduit having any outside diameter greater than 33% of the thickness of the slab. Increase slab thickness locally to meet this requirement.

3. Do not place conduit between the bottom of reinforcing steel and the bottom of supported slab.

4. In placing conduits at slabs on earth, place below the reinforcement, and encase in concrete by increasing thickness of the slab locally to at least 3" of concrete around the conduit on all sides.

K. All inserts or other embedded items shall conform to the requirements herein.

L. All reinforcement, anchor bolts, sleeves, inserts, and similar items shall be set and secured in the forms where shown or by shop drawings and shall be acceptable to the INSPECTOR before any concrete is placed. Accuracy of placement is the responsibility of the CONTRACTOR.

M. Where concrete is to be cast against old concrete, (greater than 60 days of age), the surface of the old concrete shall be thoroughly cleaned and roughened by sand-blasting, exposing the aggregate. In concrete shear-walls, suspended slabs and roof slabs, the interface surface at construction joints shall be roughened to a full amplitude of one quarter inch. The hardened surface shall be cleaned of all latent foreign material and washed clean, prior to the application of an epoxy bonding agent.

N. Concrete shall not be placed in any structure until all water entering the space to be filled with concrete has been properly cut off or has been diverted by pipes, or other means, and carried out of the forms, clear of the work. Concrete shall not be deposited underwater nor shall the CONTRACTOR allow still water to rise on any concrete until the concrete has attained its initial set. Water shall not be permitted to flow over the surface of any concrete in such manner and at such velocity as will injure the surface finish of the concrete. Pumping or other necessary dewatering operations for removing ground water, if required, will be subject to the review of the ENGINEER.

O. Corrosion Protection: Pipe, conduit, dowels, and other ferrous items required to be embedded in concrete construction shall be so positioned and supported prior to placement of concrete that there will be a minimum of 2-inches clearance between said items and any part of the concrete reinforcement. Securing such items in position by wiring or welding them to the reinforcement will not be permitted.

P. Openings for pipes, inserts for pipe hangers and brackets, and the setting of anchors shall, where practicable, be provided for during the placing of concrete.

Q. Anchor bolts shall be accurately set, and shall be maintained in position by templates while being embedded in concrete.

R. Cleaning: The surfaces of all metalwork to be in contact with concrete shall be thoroughly cleaned of all dirt, grease, loose scale and rust, grout, mortar, and other foreign substances immediately before the concrete is placed.

3.3 HANDLING, TRANSPORTING, AND PLACING

A. General: Do not place concrete during rain or adverse weather conditions without means to prevent all damage. Conform to requirements specified hereinafter whenever concrete placement is required during cold or hot weather. Placing of concrete shall conform to the applicable requirements of ACI 301 and the requirements of this Section.

B. Non-Conforming Work or Materials: Concrete which upon or before placing is found not to conform to the requirements specified herein shall be rejected and immediately removed from the work. Concrete which is not placed in accordance with these Specifications, or which is of inferior quality, shall be removed and replaced by and at the expense of the CONTRACTOR.

C. Concrete shall not be placed except in the presence of duly authorized representative of the INSPECTOR. The CONTRACTOR shall notify the INSPECTOR in writing at least 48 hours in advance of placement of any concrete.

D. Placement in Wall Forms: Concrete shall not be dropped through reinforcement steel or into any deep form, whether reinforcement is present or not, causing separation of the coarse aggregate from the mortar on account of repeatedly hitting rods or the sides of the form as it falls, nor shall concrete be placed in any form in such a manner as to leave accumulation of mortar on the form surfaces above the placed concrete. In such cases, some means such as the use of hoppers and, if necessary, vertical ducts of canvas, rubber, or metal shall be used for placing concrete in the forms in a manner that it may reach the place of final deposit without separation. In no case shall the free fall of concrete exceed 4 feet below the ends of ducts, chutes, or buggies. Concrete shall be uniformly distributed during the process of depositing and in no case after depositing shall any portion be displaced in the forms more than 6 feet in horizontal direction. Concrete in forms shall be deposited in uniform horizontal layers not deeper than 2 feet; and care shall be taken to avoid inclined layers or inclined construction joints except where such are required for sloping members. Each layer shall be placed while the previous layer is still soft. The rate of placing concrete in forms shall not exceed 5 feet of vertical rise per hour.

E. Casting New Concrete Against Old: An approved epoxy adhesive bonding agent shall be applied to the old surfaces according to the manufacturer's written recommendations. This provision shall not apply to joints where waterstop is installed, see Section 03290, "Joints in Concrete".

F. Conveyor Belts and Chutes: All ends of chutes, hopper gates, and all other points of concrete discharge throughout the CONTRACTOR'S conveying, hoisting and placing system shall be so designed and arranged that concrete passing from them will not fall separated into whatever receptacle immediately receives it. Conveyor belts, if used, shall be of a type acceptable to the ENGINEER. Chutes longer than 50 feet will not be permitted. Minimum slopes of chutes shall be such that concrete of the specified consistency will readily flow in them. If a conveyor belt is used, it shall be wiped clean by a device operated in such a manner that none of the mortar adhering to the belt will be wasted. All conveyor belts and chutes shall be covered. Sufficient illumination shall be provided in the interior of all forms so that the concrete at the places of deposit is visible from the deck or runway.

G. Placement in Slabs: Concrete placed in sloping slabs shall proceed uniformly from the bottom of the slab to the top, for the full width of the pour. As the work progresses, the concrete shall be vibrated and carefully worked around the slab reinforcement, and the surface of the slab shall be screeded in an up-slope direction.

H. Temperature of Concrete: The temperature of concrete when it is being placed shall be not more than 90 degrees F nor less than 40 degrees F in moderate weather, and not less than 50 degrees F in weather during which the mean daily temperature drops below 40 degrees F. Concrete ingredients shall not be heated to a temperature higher than that necessary to keep the temperature of the mixed concrete, as placed, from falling below the specified minimum temperature. If concrete is placed when the weather is such that the temperature of the concrete would exceed 90 degrees F, the CONTRACTOR shall employ effective means, such as precooling of aggregates and mixing water using ice or placing at night, as necessary to maintain the temperature of the concrete, as it is placed, below 90 degrees F. The CONTRACTOR shall be entitled to no additional compensation on account of the foregoing requirements.

I. Cold Weather Placement:

1. Earth foundations shall be free from frost or ice when concrete is placed upon or against them. Fly ash concrete shall not be placed when the air temperature falls below 50 degrees F.

2. Normal Concrete: When the temperature is below 40 degrees F, the temperature of the concrete placed in the forms shall be at least 60 degrees F. When the temperature is below 30 degrees F, the temperature of the concrete as mixed shall be 65°F. In all cases, when the daily average temperature is below 40 degrees F, the concrete shall be kept at 55 degrees F for the 72 hours, and then allowed to drop uniformly to the air temperature over the next 24 hours. Concrete temperature shall be measured by placing a thermometer 2" below the top of the concrete being placed.

3. Air-entrained concrete shall be kept at the above temperature for 27 hours and above freezing for an additional 72 hours.

4. No calcium chloride shall be used to accelerate hardening of concrete. CONTRACTOR to certify that any additive used does not contain calcium chloride.

5. If low temperature accelerating admixture is proposed, adjust concrete mix as required and obtain approval of the ENGINEER.

6. All concrete materials, reinforcement, forming materials and ground with which concrete is to come in contact shall be free of frost.

7. The covering or other protection used in connection with the curing shall remain in place and intact for at least 24 hours.

8. The work shall be protected from the elements, flowing water, and defacements of any nature during the construction operations.

9. Conform to the provisions of ACI 306.1, except as modified herein.

J. Hot Weather Placement:

Conform to ACI 305.1 and the following requirements:

1. Take extra care to reduce the temperature of the concrete being placed, and to prevent rapid drying of newly placed concrete. When the outdoor ambient temperature is more than 90 degrees F, shade the fresh concrete as soon as possible after placing, use an evaporation reducer or fogging to minimize rapid drying. and start curing as soon as the surface of the fresh concrete is sufficiently hard to permit it without damage.

2. Concrete placement temperatures shall be controlled by the CONTRACTOR and shall not be limited to:

    a. Shading and cooling the aggregate;

    b. Avoiding use of hot cement;

    c. Cooling mixing water by additions of ice;

    d. Insulating water supply lines and tanks; and

    e. Insulating mixer drums or cooling them with sprays or wet burlap.

K. Cast-in-place concrete shall be homogeneous throughout the structural element. The methods used to place shall prevent segregation. Placement of concrete for bridge structures shall conform to Section 51-1 of the CSS.

3.4 PUMPING OF CONCRETE

A. General: If the pumped concrete does not produce satisfactory end results, the CONTRACTOR shall discontinue the pumping operation and proceed with the placing of concrete using conventional methods.

B. Pumping Equipment: The pumping equipment must have 2 cylinders and be designed to operate with one cylinder only in case the other one is not functioning. In lieu of this requirement, the CONTRACTOR may have a standby pump on the site during pumping.

C. The minimum diameter of the hose (conduits) shall be 4-inches.

D. Pumping equipment and hoses (conduits) that are not functioning properly, shall be replaced.

E. Aluminum conduits for conveying the concrete will not be permitted.

F. Gradation of coarse aggregates shall conform to ASTM C 33 and shall be as close to the middle range as possible.

G. Gradation of fine aggregate shall conform to ASTM C 33, with 15 to 30 percent passing the number 50 screen and 5 to 10 percent passing the number 100 screen. The fineness modulus of sand used shall not be over 3.00.

H. Field Control: Concrete samples for slump per ASTM C 143 and test cylinders per ASTM C 31 and C 39.

3.5 ORDER OF PLACING CONCRETE

A. The order of placing concrete in all parts of the work shall be acceptable to the ENGINEER. In order to minimize the effects of shrinkage, the concrete shall be placed in units as bounded by construction joints shown. The placing of units shall be done by placing alternate units in a manner such that each unit placed shall have cured at least 7 days before the contiguous unit or units are placed,

except that the corner sections of vertical walls shall not be placed until the 2 adjacent wall panels have cured at least 14 days.

B. The surface of the concrete shall be level whenever a run of concrete is stopped. To insure a level, straight joint on the exposed surface of walls, a wood strip at least 3/4-inch thick shall be tacked to the forms on these surfaces. The concrete shall be carried about 1/2-inch above the underside of the strip. About one hour after the concrete is placed, the strip shall be removed and any irregularities in the edge formed by the strip shall be leveled with a trowel and all laitance shall be removed.

3.6 TAMPING AND VIBRATING

A. As concrete is placed in the forms or in excavations, it shall be thoroughly settled and compacted, throughout the entire depth of the layer which is being consolidated, into a dense, homogeneous mass, filling all corners and angles, thoroughly embedding the reinforcement, eliminating rock pockets, and bringing only a slight excess of water to the exposed surface of concrete during placement. Vibrators shall be high speed power vibrators (8,000 to 10,000 rpm) of an immersion type in sufficient number and with (at least one) standby units as required.

B. Operation of Vibrators: Do not horizontally transport concrete in forms with vibrators nor allow vibrators to contact forms or reinforcing. Push vibrators vertically into the preceding layers that are still plastic and slowly withdraw, producing maximum obtainable density in concrete without creating voids or segregation. In no case disturb concrete that has partially set. Vibrate at intervals not exceeding two-thirds the effective visible vibration diameter of the submerged vibrator. Avoid excessive vibration that causes segregation. Use and type of vibrators shall conform to ACI 309 "Recommended Practice for Consolidation of Concrete".

C. Correction of Segregation: Before placing next layer of concrete, and at the top of last placement for vertical elements, remove concrete containing excess water or fine aggregate or showing deficiency of coarse aggregate and fill the space with compacted concrete of correct proportions.

D. Care shall be used in placing concrete around waterstops. The concrete shall be carefully worked by rodding and vibrating to make sure that all air and rock pockets have been eliminated. Where flat-strip type waterstops are placed horizontally, the concrete shall be worked under the waterstops by hand, making sure that all air and rock pockets have been eliminated. Concrete surrounding the waterstops shall be given additional vibration, over and above that used for adjacent concrete placement to assure complete embedment of the waterstops in the concrete.

E. Concrete in walls shall be internally vibrated and at the same time rammed, stirred, or worked with suitable appliances, tamping bars, shovels, or forked tools until it completely fills the forms or excavations and closes snugly against all surfaces. Subsequent layers of concrete shall not be placed until the layers previously placed have been worked thoroughly as specified. Vibrators shall be provided in sufficient numbers, with standby units as required, to accomplish the results herein specified within 15 minutes after concrete of the prescribed consistency is placed in the forms. The vibrating head shall be kept from contact with the surfaces of the forms. Care shall be taken not to vibrate concrete excessively or to work it in any manner that causes segregation of its constituents.

3.7 FINISHING CONCRETE SURFACES

A. General: Surfaces shall be free from fins, bulges, ridges, offsets, honeycombing, or roughness of any kind, and shall present a finished, smooth, continuous hard surface. Allowable deviations from plumb or level and from the alignment, profiles, and dimensions shown are defined as tolerances and are specified in Part 1, herein. These tolerances are to be distinguished from irregularities in finish as described herein. Aluminum finishing tools shall not be used.

B. Formed Surfaces: Formed surfaces for all structures other than building structures and bridge decks, shall be finished per Section 303-1.9 of Standard Specifications. Concrete for bridge decks shall be finished per CSS Section 51-1.17. Concrete for building and retaining wall structures shall be finished per architectural finish as specified hereon, or as shown on Drawings.

C. Unformed Surfaces: After proper and adequate vibration and tamping, all unformed top surfaces of slabs, floors, walls, and curbs shall be brought to a uniform surface with suitable tools. The classes of finish specified for unformed concrete surfaces are designated and defined as follows:

6.c Finish U1 - Sufficient leveling and screeding to produce an even, uniform surface with surface irregularities not to exceed 3/8-inch. No further special finish is required.

7.c Finish U2 - After sufficient stiffening of the screeded concrete, surfaces shall be float finished with wood or metal floats or with a finishing machine using float blades. Excessive floating of surfaces while the concrete is plastic and dusting of dry cement and sand on the concrete surface to absorb excess moisture will not be permitted. Floating shall be the minimum necessary to produce a surface that is free from screed marks and is uniform in texture. Surface irregularities shall not exceed 1/4-inch. Joints and edges shall be tooled where shown or as determined by the ENGINEER.

8.c Finish U3 - After the floated surface (as specified for Finish U2) has hardened sufficiently to prevent excess of fine material from being drawn to the surface, steel troweling shall be performed with firm pressure such as will flatten the sandy texture of the floated surface and produce a dense, uniform surface free from blemishes, ripples, and trowel marks. The finish shall be smooth and free of all irregularities.

9.c Finish U4 - Steel trowel finish (as specified for Finish U3) without local depressions or high points. In addition, the surface shall be given a light hairbroom finish with brooming perpendicular to drainage unless otherwise shown. The resulting surface shall be rough enough to provide a nonskid finish.

D. Unformed surfaces shall be finished according to the following schedule:

UNFORMED SURFACE	Finish
Grade slabs and foundations to be covered with concrete or fill material	U1
Floors to be covered with grouted tile or topping grout	U2
Slabs which are water bearing with slopes 10 percent and less	U3
Sloping slabs which are water bearing with slopes greater than 10 percent	U4
Slabs not water bearing	U4
Slabs to be covered with built-up roofing	U2
Interior slabs and floors to receive architectural finish	U2

E. Floor Sealer Hardener (Surface Applied):

10.c Floors to receive hardener shall be cured, cleaned, and dry with all work above them completed. Apply zinc and/or magnesium fluorosilicate evenly, using 3 coats, allowing 24 hours between coats.

11.c The first coat shall be 1/3 strength, second coat 1/2 strength, and third coat 2/3 strength. Each coat shall be applied so as to remain wet on the concrete surface for 15 minutes. If sodium silicate is used, it shall be applied evenly, using 3 coats, allowing 24 hours between coats, and the material shall be applied full strength at the rate of one gallon per 300 square feet. Approved proprietary hardeners shall be applied in conformance with the manufacturer's instruction. After the final coat is completed and dry, surplus hardener shall be removed from the surface by scrubbing and mopping with water.

12.c Floor hardener shall be applied where shown.

C. Finishing of Formed Surfaces (As Applicable):

1. General: After removal of forms, give the concrete surfaces one or more of the finishes specified below where so indicated on the Contract Drawings. Revise the finishes as needed to secure the approval of the ENGINEER.

2. As-Cast Finish:

a. Rough Form Finish:

1.) Leave surfaces with the texture imparted by forms, except patch tie holes and defects.

2.) Remove fins exceeding 3-inch in height.

b. Smooth Form Finish:

1.) Coordinate as necessary to secure form construction using smooth, hard, uniform surfaces, with number of seams kept to a practical minimum and in a uniform and orderly pattern.

2.) Patch tie holes and defects.

3.) Remove fins completely.

3. Rubbed Finishes:

a. Provide these finishes only where specifically called for, and then only on a "Smooth Form Finish" base as described above.

b. Smooth Rubbed Finish:

1.) Produce on newly hardened concrete no later than the day following form removal.

2.) Wet the surfaces, and rub with carborundum brick or other abrasive until uniform color and texture are produced.

3.) Do not use a cement grout other than the cement paste drawn from the concrete itself by the rubbing process.

c. Smooth Steel-Trowel Finish: To be applied to all interior floor slabs that will receive resilient floor covering or carpeting. To produce a smooth surface free from defects and blemishes, employ at least two separate troweling operations in which long-handle Fresno Trowels will not be permitted; use of mechanical trowels of approved type permissible only in first troweling; hand-troweling required after initial operation; no dry cement or cement-sand mixtures to be sprinkled on surfaces to absorb moisture or stiffen the concrete; no

water to be used in troweling operations.

d. Grout Cleaned Finish:

1.) Do not start cleaning operations until all contiguous surfaces to be cleaned are completed and accessible.

2.) Do not permit cleaning as the work progresses.

3.) Mix one (1) part Portland cement and one-half (1/2) part fine sand with sufficient water to produce a grout having the consistency of thick paint.

4.) Substitute white Portland cement for part of the gray portland cement as required to produce a color matching the color of surrounding concrete, as determined by a trial patch.

5.) Wet the surface of the concrete sufficiently to prevent absorption of water from the grout, and apply the grout uniformly with brushes or spray gun.

6.) Immediately after applying the grout, scrub the surface vigorously with a cork float or stone to coat the surface and fill all air bubbles and holes.

7.) While the grout is still plastic, remove all excess grout by working the surface with a rubber float, sack, or other means.

8.) After the surface whites from drying (about 30 minutes at normal temperatures), rub vigorously with clean burlap.

9.) Keep the surface damp for at least 36 hours after final rubbing.

e. Cork Floated Finish:

1.) Remove forms at an early stage, and no later than three days after placement of concrete.

2.) Remove ties.

3.) Remove burrs and fins.

4.) Mix one (1) part Portland cement and one (1) part fine sand with sufficient water to produce a stiff mortar.

5.) Dampen the wall surface.

6.) Apply mortar with a firm rubber float or with a trowel, filling all surface voids.

7.) Compress mortar into voids using a slow-speed grinder or stone.

8.) If the mortar surface dries too rapidly to permit proper compacting and finishing, apply a small amount of water with a fog sprayer.

9.) Produce the final texture with a cork float using a swirling motion.

4. Unspecified Finish: If the finish or formed surfaces is not specifically called out elsewhere in the Contract Documents, provide the following finishes as applicable.

a. Rough Form Finish: For all concrete surfaces not exposed to public view.

b. Smooth Form Finish: For all concrete surfaces exposed to public view.

D. Finishing unformed top surfaces of slabs, floors, walls, and curbs (As Applicable):

1. Definition of Finishing Tolerances:

a. "Class A": True plane within 1/8" in ten feet as determined by a ten-foot straightedge placed anywhere on the slab in any direction.

b. "Class B": True plane within 3" in ten feet as determined by a ten-foot straightedge placed any where on the slab in any direction.

c. "Class C": True plane within 3" in two feet as determined by a two-foot straightedge placed anywhere on the slab in any direction.

2. Scratched Finish: After the concrete has been placed, consolidated, struck off, and leveled to a "Class C" tolerance, roughen the surface with stiff brushes or rakes before the final set.

3. Floated Finish:

a. After the concrete has been placed, consolidated, struck off, and leveled, do not work the concrete further until ready for floating.

b. Begin floating when the water sheen has disappeared and when the surface has stiffened sufficiently to permit the floating operation.

c. During or after the first floating operation, check the planeness of the surface with a ten-foot straightedge applied at not less than two different angles.

d. Cut down high spots and fill low spots, and produce a surface with a Class B tolerance throughout.

e. Refloat the slab immediately to produce a uniform sandy texture.

4. Troweled Finish:

a. Provide a floated finish as described above, followed by a power troweling and then a hand_troweling.

1.) Produce initial surface relatively free from defects, but which still may show some trowel marks.

2.) Provide hand troweling when a ringing sound is produced as the trowel is moved over the surface.

3.) Thoroughly consolidate surface by hand troweling.

b. Provide a finished surface essentially free from trowel marks, uniform in texture and appearance, and in a plane of Class A tolerance.

1.) For concrete on metal deck, "Class B" true plane tolerance is acceptable.

2.) On surfaces intended to support floor coverings, use grinding or other means as

necessary to remove all defects of such magnitude as would show through the floor covering.

5. Broom Finish:

   a. Provide a floated finish as described above.

   b. While the surface is still plastic, provide a textured finish by drawing a fiber bristle broom uniformly over the surface.

   c. Unless otherwise directed by the ENGINEER, provide the texturing in one direction only.

   d. Provide "light", "medium", or "coarse" texturing as directed by the ENGINEER or otherwise called for on the Contract Drawings.

6. Exposed Aggregate Finish:

   a. Provide a floated finish as described above.

   b. While the surface is still plastic, embed an approved aggregate uniformly into the surface by light tamping.

   c. Provide complete coverage to the depth of a single stone.

   d. Float the surface until the embedded stone is fully coated with mortar and the surface has been brought to a true plane with "Class B" tolerance.

   e. After the matrix has hardened sufficiently to prevent dislodgement of aggregate, begin exposure.

      1.) Allow copious quantities of water, without force, to flow over the surface of the concrete while the matrix encasing the aggregate is removed by brushing with a fine bristle brush.

      2.) Continue this operation until the aggregate is uniformly exposed, but not dislodged.

   f. An approved chemical retarder may be used and sprayed onto the freshly floated surface to extend the working time for exposure of aggregate.

7. Unspecified Finish: If the finish of slab surfaces is not specifically called for elsewhere in the Contract Documents, provide the following finishes as applicable:

   a. Scratched Finish: For surfaces scheduled to receive bond-applied cementitious applications.

   b. Floated Finish: For surfaces intended to receive roofing.

   c. Troweled Finish:

      1.) For floors intended as walking surfaces.

      2.) Floors scheduled to receive floor coverings or waterproof membrane.

      3.) Parking areas.

   d. Broom Finish: Garage Ramps.

e. Non-Slip Finish:

1.) Exterior platforms, steps and landings and slabs over underground fuel storage tanks.

2.) Interior and exterior pedestrian ramps.

f. Light Sand Blast Finish: For exterior walking surfaces.

E. Slab Surfaces-Testing: Test with a 10-foot straight-edge to detect high and low spots; maximum 3-inch in 10-feet permitted; deviations to be eliminated, surfaces to be approved by the ENGINEER; make any necessary corrections as directed by the ENGINEER.

F. Soda and Acid Wash:

1. Concrete surfaces to receive plaster, paint or other finish and which have been formed by oil-coated forms, scrub with a solution of one and one-half (1-1/2) lbs. caustic soda to one gallon of water.

2. On surfaces where smooth wood or waste molds have been used, scrub with a solution of 20% muriatic acid or hydrochloric acid.

3. After the surfaces have been scrubbed, wash with clean water as soon as possible.

G. Surface finish for bridge structures, other than bridge decks, shall comply with Section 51-1.18 of CSS.

3.8 CURING AND DAMPPROOFING

Curing and Dampproofing shall conform to Section 03370 “Curing Concrete”, Part 3.

3.9 PROTECTION

The CONTRACTOR shall protect all concrete against injury until final acceptance by the CITY. Fresh concrete shall be protected from damage due to rain, hail, sleet, or snow. The CONTRACTOR shall provide such protection while the concrete is still plastic and whenever such precipitation is imminent or occurring. Immediately following the first frost in the fall, the CONTRACTOR shall be prepared to protect all concrete against freezing. After the first frost, and until the mean daily temperature in the vicinity of the worksite falls below 40 degrees F for more than one day, the concrete shall be maintained at a temperature not lower than 50 degrees F for at least 72 hours after it is placed.

The CONTRACTOR shall protect all concrete against injury or damage from excessive heat, lack of moisture, overstress, or any other cause until final acceptance by the CITY. Particular care shall be taken to prevent the drying of concrete and to avoid roughening or otherwise damaging the surface. Any concrete found to be damaged, or which may have been originally defective, or which becomes defective at any time prior to the final acceptance of the completed work, or which departs from the established line or grade, or which, for any other reason, does not conform to the requirements of the Contract Documents, shall be satisfactorily repaired or removed and replaced with acceptable concrete at the CONTRACTOR'S expense.

3.10 TREATMENT OF SURFACE DEFECTS

A. As soon as forms are removed, all exposed surfaces shall be carefully examined and any irregularities shall be immediately rubbed or ground in a satisfactory manner in order to secure a smooth, uniform, and continuous surface. Plastering or coating of surfaces to be smoothed will not be permitted. No repairs shall be made until after inspection by the ENGINEER. In no case will extensive patching of honeycombed concrete be permitted. Concrete containing minor voids, holes, honeycombing, or similar depression defects shall be repaired as specified herein. Concrete containing extensive voids, holes, honeycombing, or similar depression defects, shall be completely removed and replaced. All repairs and replacements herein specified shall be promptly executed by the CONTRACTOR at its own expense.

B. Defective surfaces to be repaired shall be cut back from true line a minimum depth of 1/2-inch over the entire area. Feathered edges will not be permitted. Where chipping or cutting tools are not required in order to deepen the area properly, the surface shall be prepared for bonding by the removal of all laitance or soft material, and not less than 1/32-inch depth of the surface film from all hard portions, by means of an efficient sandblast. After cutting and sandblasting, the surface shall be wetted sufficiently in advance of shooting with shotcrete or with cement mortar so that while the repair material is being applied, the surfaces under repair will remain moist, but not so wet as to overcome the suction upon which a good bond depends. The material used for repair purposes shall consist of a mixture of one sack of cement to 3 cubic feet of sand. For exposed walls, the cement shall contain such a proportion of Atlas white Portland cement as is required to make the color of the patch match the color of the surrounding concrete.

C. Holes left by tie-rod cones shall be reamed so as to leave the surfaces of the holes clean and rough. These holes then shall be repaired in an approved manner with non-shrink grout. Holes left by form-tying devices having a rectangular cross-section, and other imperfections having a depth greater than their least surface dimension, shall not be reamed but shall be repaired in an approved manner with non-shrink grout.

D. All repairs shall be built up and shaped in such a manner that the completed work will conform to the requirements of this Section, as applicable, using approved methods which will not disturb the bond, cause sagging, or cause horizontal fractures. Surfaces of said repairs shall receive the same kind and amount of curing treatment as required for the concrete in the repaired section.

E. Prior to filling any structure with water, all cracks that may have developed shall be repaired to the satisfaction of the ENGINEER. This repair method shall be done on the water bearing face of members. Prior to backfilling, faces of members in contact with fill, which are not covered with a waterproofing membrane, shall also have cracks repaired as specified herein.

3.11 PRESTRESSING CONCRETE

Prestressing concrete for bridge structures shall comply with CSS Section 50.

3.12 CONCRETE BARRIER

Concrete barrier construction shall comply with Section 83-2.02 of CSS.

(END OF SECTION)

SECTION 03315
GROUT

PART 1 -- GENERAL

1.1 THE REQUIREMENT

A. The CONTRACTOR shall furnish all materials for grout in accordance with the provisions of this Section and shall form, mix, place, cure, repair, finish, and do all other work as required to produce finished grout, in accordance with the requirements of the Contract Documents.

B. All grouts shall be City of Los Angeles approved product. The CONTRACTOR shall submit a copy of the Los Angeles Research Report with submittals.

C. The following types of grout shall be covered in this Section:

1. Non-Shrink Grout: This type of grout is to be used wherever grout is shown in the Contract Documents, unless another type is specifically referenced.

2. Cement Grout

3. Epoxy Grout

1.2 RELATED WORK SPECIFIED ELSEWHERE

A. Section 03250 Concrete Accessories.

B. Section 03300 03310 Cast-in-Place Concrete.

C. Section 03400 Precast Concrete.

D. Section 03740 Concrete Repair.

1.3 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

A. Comply with the reference standards of the GENERAL REQUIREMENTS.

B. Comply with the current provisions of the following Codes and Standards, as applicable.

1. Commercial Standards:

CRD-C 621	Corps of Engineers Specification for Non-shrink Grout
ASTM C 109	Test Method for Compressive Strength of Hydraulic Cement Mortars (Using 2-in or 50-mm Cube Specimens)
ASTM C 531	Test Method for Linear Shrinkage and Coefficient of Thermal Expansion of Chemical- Resistant Mortars, Grouts, and Monolithic Surfacings
ASTM C 579	Test Methods for Compressive Strength of Chemical-Resistant Mortars and Monolithic Surfacings

ASTM C 827	Test Method for Early Volume Change of Cementitious Mixtures
ASTM C 1107	Standard Specification for Packaged dry hydraulic cement grout (non-shrink)
ASTM D 696	Test Method for Coefficient of Linear Thermal Expansion of Plastics

2. Other Government Standards:

CSS	Caltrans Standard Specifications.

1.4 CONTRACTOR SUBMITTALS

A. Submittals shall be made in accordance with GENERAL REQUIREMENTS.

B. The following submittals and specific information shall be provided.

1. The CONTRACTOR shall submit certified test results verifying the compressive strength, shrinkage, and expansion requirements specified herein; and manufacturer's literature containing instructions and recommendations on the mixing, handling, placement and appropriate uses for each type of non-shrink and epoxy grout used in the work.

1.5 QUALITY ASSURANCE

A. Field Tests:

1. Compression test specimens will be taken during construction from the first placement of each type of grout, and at intervals thereafter as selected by the ENGINEER to insure continued compliance with these specifications. The specimens will be made by the INSPECTOR

2. Compression tests and fabrication of specimens for cement grout and non-shrink grout will be performed as specified in ASTM C 109 at intervals during construction as selected by the ENGINEER. A set of three specimens will be made for testing at 7 days, 28 days, and each additional time period as appropriate.

3. Compression tests and fabrication of specimens for epoxy grout will be performed as specified in ASTM C 579, Method B, at intervals during construction as selected by the ENGINEER. A set of three specimens will be made for testing at 7 days, and each earlier time period as appropriate.

4. All grout, already placed, which fails to meet the requirements of these specifications, is subject to removal and replacement at the cost of the CONTRACTOR.

5. The cost of all laboratory tests on grout will be borne by the CITY, but the CONTRACTOR shall assist the INSPECTOR in obtaining specimens for testing. However, the CONTRACTOR shall be charged for the cost of any additional tests and investigation on work performed which does not meet the specifications. The CONTRACTOR shall supply all materials necessary for fabricating and containing the test specimens.

B. Construction Tolerances: Construction tolerances shall be as specified in the Section 03300 03310, "Cast-in-Place Concrete," except as modified herein and elsewhere in the Contract Documents.

C. The grout used in post-tensioned prestressing systems of bridge structures, shall comply with CSS Section 50-1.09.

PART 2 -- PRODUCTS

2.1 CEMENT GROUT

A. Cement Grout: Cement grout shall be composed of one part cement, three parts sand, and the minimum amount of water necessary for the mixture to flow under its own weight. Where needed to match the color of adjacent concrete, white Portland cement shall be blended with regular cement as needed. In addition, where needed, an approved admixture may be added to increase workability at a low water/cement ratio. The minimum compressive strength at 28 days shall be 4000 psi.

B. Cement grout materials shall be as specified in Section 03300 03310, "Cast-in-Place Concrete".

2.2 PREPACKAGED GROUTS

A. Non-Shrink Grout:

1. Non-shrink grout shall be a prepackaged, inorganic, non-gas-liberating when tested in accordance with C1107, non-metallic, cement-based grout requiring only the addition of water. Manufacturer's instructions shall be printed on each bag or other container in which the materials are packaged. The specific formulation for each class of non-shrink grout specified herein shall be that recommended by the manufacturer for the particular application.

2. Class A non-shrink grouts shall have a minimum 28 day compressive strength of 5,000 psi; shall have no shrinkage (0.0 percent) and a maximum 4.0 percent expansion in the plastic state when tested in accordance with ASTM C 827; and shall have no shrinkage (0.0 percent) and a maximum of 0.2 percent expansion in the hardened state when tested in accordance with CRD C 621.

3. Class B non-shrink grouts shall have a minimum 28 day compressive strength of 5,000 psi and shall meet the requirements of CRD C 621.

4. Application:

a. Class A non-shrink grout shall be used for the repair of all holes and defects in concrete members which are water bearing or in contact with soil or other fill material, grouting under all equipment base plates, and at all locations where grout is specified in the contract documents; except, for those applications for Class B non-shrink grout and epoxy grout specified herein. Class A non-shrink grout may be used in place of Class B non-shrink grout for all applications.

b. Class B non-shrink grout shall be used for the repair of all holes and defects in concrete members which are not water-bearing and not in contact with soil or other fill material, grouting under all base plates for structural steel members, and grouting railing posts in place.

B. Epoxy Grout:

1. Epoxy grout shall be a pourable, non-shrink, 100 percent solids system. The epoxy grout system shall have three components: resin, hardener, and specially blended aggregate, all premeasured and prepackaged. The resin component shall not contain any non-reactive diluents. Resins containing butyl glycidyl ether (BGE) or other highly volatile and hazardous reactive diluents are not acceptable. Variation of component ratios is not permitted unless

specifically recommended by the manufacturer. Manufacturer's instructions shall be printed on each container in which the materials are packaged.

2. The chemical formulation of the epoxy grout shall be that recommended by the manufacturer for the particular application.

3. The mixed epoxy grout system shall have a minimum working life of 45 minutes at 75 degrees F.

4. The epoxy grout shall develop a compressive strength of 5,000 psi in 24 hours and 10,000 psi in seven days when tested in accordance with ASTM C 579, Method B. There shall be no shrinkage (0.0 percent) and a maximum 4.0 percent expansion when tested in accordance with ASTM C 827.

5. The epoxy grout shall exhibit a minimum effective bearing area of 95 percent. This shall be determined by a test consisting of filling a 2-inch diameter by 4-inch high metal cylinder mold covered with a glass plate coated with a release agent. A weight shall be placed on the glass plate. At 24 hours after casting, the weight and plate shall be removed and the area in plan of all voids measured. The surface of the grout shall be probed with a sharp instrument to locate all voids.

6. The peak exotherm of a 2-inch diameter by 4-inch high cylinder shall not exceed 95 degrees F when tested with 75 degree F material at laboratory temperature. The epoxy grout shall exhibit a maximum thermal coefficient of 30 x 10^{-6} inches/inch/degree F when tested according to ASTM C 531 or ASTM D 696.

7. The CONTRACTOR shall demonstrate the ability of the epoxy grout system to completely fill the size and depth of the intended hole, blockout, or area before the system is submitted for consideration by the ENGINEER.

8. Application: Epoxy grout shall be used to embed all anchor bolts and reinforcing steel required to be set in grout, and for all other applications required in the Contract Documents.

2.3 CURING MATERIALS

Curing materials shall be as specified in Section 03300 03310, "Cast-in-Place Concrete" for cement grout and as recommended by the manufacturer of prepackaged grouts.

2.4 CONSISTENCY

The consistency of grouts shall be that necessary to completely fill the space to be grouted for the particular application. Dry pack consistency is such that the grout is plastic and moldable but will not flow. Where "dry pack" is called for in the Contract Documents, it shall mean a grout of that consistency; the type of grout to be used shall be as specified herein for the particular application.

2.5 MEASUREMENT OF INGREDIENTS

A. Measurements for cement grout shall be made accurately by volume using containers. Shovel measurement shall not be allowed.

B. Prepackaged grouts shall have ingredients measured by means recommended by the manufacturer.

C. Measurement of ingredients for grout used in prestressing systems of bridge structures shall conform to Section 50-1.09 of the CSS.

PART 3 -- EXECUTION

3.1 GENERAL

A. All surface preparation, curing, and protection of cement grout shall be as specified in Section 03300 03310, "Cast-in-Place Concrete". The finish of the grout surface shall match that of the adjacent concrete.

B. The manufacturer of Class A non-shrink grout and epoxy grout shall provide on-site technical assistance upon request. All costs related to this requirement shall be borne by the CONTRACTOR.

C. All mixing, surface preparation, handling, placing, consolidation, and other means of execution for prepackaged grouts shall be done according to the instructions and recommendations of the manufacturer.

D. Application of grout used in prestressing systems of bridge structures shall conform to Section 50-1.09 of the CSS.

3.2 CONSOLIDATION

Grout shall be placed in such a manner, for the consistency necessary for each application, so as to assure that the space to be grouted is completely filled.

(END OF SECTION)

SECTION 03370
CONCRETE CURING

PART 1 -- GENERAL

1.1 THE REQUIREMENT

A. The Contractor shall furnish all tools, equipment, materials, and supplies and shall perform all labor required to complete the work as indicated on the Drawings and specified herein.

B. This section covers the work necessary for the concrete curing requirements.

1.2 RELATED WORK SPECIFIED ELSEWHERE

A. Section 03100 Concrete Formwork.

B. Section 03300 03310 Cast-In-Place Concrete.

C. Section 03331 Cast-In-Place Architectural Concrete.

D. Section 03360 Pneumatically-Placed Concrete.

E. Section 03400 Precast Concrete.

1.3 REFERENCE SPECIFICATIONS, CODES AND STANDARDS

A. Comply with the reference standards and Standard Specifications of the GENERAL REQUIREMENTS.

B. Comply with the current provisions of the following Codes and Standards, as applicable.

1. Federal Specifications:

   UU-B-790A (Int.Amd. 1) Building Paper, Vegetable Fiber (Kraft, Waterproofed, Waterproofed, water Repellant and Fire Resistant)

2. Commercial Standards:

ACI 308	Standard Practice for Curing Concrete
ASTM C 156	Test Method for Water Retention by Concrete Curing Materials
ASTM C 171	Specifications for Sheet Materials for Concrete Curing
ASTM C 309	Specifications for Liquid Membrane-Forming Compounds for Curing Concrete

3. Government Standards:

CSS	Caltrans Standard Specifications

1.4 CONTRACTOR SUBMITTALS

A. Submittals shall be made in accordance with the GENERAL REQUIREMENTS.

1.5 QUALITY ASSURANCE

A. Quality Control Data:

1. Curing Compound: Manufacturer's Certification of Compliance, to include statement that product meets ASTM C 309, additional permeability requirement, and coverage.

2. Retardant For Exposed Aggregate Finish on Formed Surface: Manufacturer's Certification of Compliance including statement that product is suitable for and will meet job requirements.

3. Curing method, procedures and method of application to be used shall be in compliance with the requirements as specified herein.

PART 2 -- PRODUCTS

2.1 CURING MATERIALS

A. Materials for curing concrete as specified herein shall conform to the Standard Specifications and the following requirements:

1. Polyethylene sheet for use as concrete curing blanket shall be white and conform to ASTM C 171. The loss of moisture when determined in accordance with the requirements of ASTM C 156 shall not exceed 0.055 grams per square centimeter of surface.

2. Polyethylene-coated waterproof paper sheeting for use as concrete curing blanket shall consist of white polyethylene sheeting free of visible defects, uniform in appearance, having a nominal thickness of 2 mils and permanently bonded to waterproof paper conforming to the requirements of Federal Specification UU-B-790A (Int. Amd. 1). The loss of moisture, when determined in accordance with the requirements of ASTM C 156, shall not exceed 0.055 gram per square centimeter of surface.

3. Polyethylene-coated burlap for use as concrete curing blanket shall conform to ASTM C 171. The loss of moisture, when determined in accordance with the requirements of ASTM C 156, shall not exceed 0.055 grams per square centimeter of surface.

4. Curing mats for use in Curing Method 6 as specified herein, shall be heavy shag rugs or carpets or cotton mats quilted at 4-inches on center. Curing mats shall weigh a minimum of 12 ounces per square yard when dry.

5. Evaporation retardant shall be a material such as **Confilm as manufactured by Masterbuilders, Cleveland, OH;** ; or an approved equal.

B. Curing Compound:

1. Curing compound shall consist of a liquid which, when applied to fresh concrete by means of a spray gun, will form an impervious membrane over the exposed surfaces of the concrete.

2. The membrane may be either asphaltic or paraffin derivatives to which other waterproofing materials may have been added. Concrete curing compounds shall be designated by type as follows:

   Type 1 – Clear or translucent without dye

   Type 1-D - Clear or translucent with red fugitive dye

   Type 2 - White pigmented

   Type 3 - Light gray pigmented

   Type 4 - Black pigmented

3. Provide curing compound meeting requirements of ASTM C 309, with additional requirement that permeability not exceed 0.039 gm/square cm/72 hours, when tested in accordance with ASTM C 156 standards.

4. Provide evaporation retardant where required to prevent rapid evaporation of water from fresh exposed concrete.

5. When pigmented curing compounds are used, at the time of use, the compound shall be thoroughly mixed, with the pigment uniformly dispensed throughout the mixture.

6. Unless otherwise specified, Type 1-D curing compound shall be used, except that Type 2 shall be used for the top surface of bridge decks.

2.2 FLOOR HARDENER (SURFACE-APPLIED)

A. Floor hardener shall be a colorless, aqueous solution of zinc and/or magnesium fluosilicate.

B. Each gallon of fluosilicate solution shall contain minimum of 2 pounds of crystals.

C. All hardeners shall be furnished by the CONTRACTOR and shall be delivered ready mixed in sealed original containers bearing the manufacturer's name and product identification.

PART 3 -- EXECUTION

3.1 CURING OF CONCRETE

The top surface of highway bridge decks shall be cured by both the curing compound method, and by the water method except that the curing compound shall be either Pigmented Curing Compound-Chlorinated Rubber Base Type (State Specification 8030-71D-04), or Pigmented Curing Compound Chlorinated Rubber Base white or Tinted (State Specification 8030-71D-05), or as directed by the Engineer.

3.2 CURING AND DAMPPROOFING METHODS

General: All concrete shall be cured for not less than 10 days after placing, in accordance with the methods specified herein for the different parts of the work, and described in detail in the following paragraphs. Curing concrete for bridge structures shall comply with Section 90-7 of the CSS.

Surface to be Cured or Dampproofed (except bridge structures)	Method
Unstripped forms	1
Wall sections with forms removed	6
Construction joints between footings and walls, and between floor slab and columns	2
Encasement concrete and thrust blocks	3
All concrete surfaces not specifically provided for elsewhere in this Paragraph	4
Floor slabs on grade	5
Roof and slabs not on grade	6
Floor slabs to be covered with resilient flooring	8
Exterior buried surfaces of roof slabs and basement walls	7
All liquid and water retaining structures	2

Method 1: Wooden forms shall be wetted immediately after concrete has been placed and shall be kept wet with water until removed. If steel forms are used the exposed concrete surfaces shall be kept continuously wet until the forms are removed. If forms are removed within 10 days of placing the concrete, curing shall be continued in accordance with Method 6, herein.

Method 2: The surface shall be covered with burlap mats which shall be kept wet with water for the duration of the curing period, until the concrete in the walls has been placed. No curing compound shall be applied to surfaces cured under Method 2.

Method 3: The surface shall be covered with moist earth not less than 4 hours, nor more than 24 hours, after the concrete is placed. Earthwork operations that may damage the concrete shall not begin until at least 7 days after placement of concrete.

Method 4: The surface shall be sprayed with a liquid curing compound.

1 Curing compound shall be applied in 2 coats according to the manufacturer's printed instructions. The direction of application of the second coat shall be perpendicular to the first. The second coat shall be applied when the first coat is dry to touch, but not to exceed 4 hours. Each coat shall be applied at a rate not more than 200 square feet per gallon and in such a manner as to cover the surface with a uniform film which will seal thoroughly.

2 Where the curing compound method is used, care shall be exercised to avoid damage to the seal during the curing period. The CONTRACTOR shall maintain and monitor the curing compound membrane for a minimum of 10 days. Should the seal be damaged or broken before the expiration of this curing period, the break shall be repaired immediately by the application of additional curing compound over the damaged portion.

3 Wherever curing compound may have been applied by mistake to surfaces against which concrete subsequently is to be placed and to which it is to adhere, said

compound shall be entirely removed by wet sandblasting just prior to the placing of new concrete.

4 Application of the curing compound to the concrete shall commence as soon as the finished surface of the concrete reaches a uniformly damp appearance with no free water on the surface. Curing compound shall also be applied no later than 2 hours after removal of forms from contact with formed surfaces or after the placement of concrete on the subgrade. At any point, the application rate shall be within 50 square feet per gallon of the nominal rate and the average application rate shall be within 25 square feet per gallon of the nominal rate specified when tested in accordance with California Test 535.

5 Repairs required to be made to formed surfaces shall be made within the said 2-hour period; provided, however, that any such repairs which cannot be made within the said 2-hour period shall be delayed until after the curing compound has been applied. When repairs are to be made to an area on which curing compound has been applied, the area involved shall first be wet-sandblasted to remove the curing compound, following which repairs shall be made as specified herein.

6 At the time of use, pigmented curing compounds shall be maintained in a thoroughly mixed condition. Containers of curing compound shall remain air-tight when not in use.

7 The CONTRACTOR shall apply curing compound in the presence of the INSPECTOR. Curing compound shall be applied to form a continuous and uniform membrane.

Method 5: Immediately after the concrete has been screeded, it shall be treated with a liquid evaporation retardant. The retardant shall be used again after each work operation as necessary to prevent drying shrinkage cracks.

1. Immediately after each square foot of the concrete has been finished, it shall be given a coat of curing compound in accordance with Method 4, herein. Not less than one hour nor more than 4 hours after the coat of curing compound has been applied, the surface shall be wetted with water delivered through a fog nozzle, and concrete-curing blankets shall be placed on the slabs. The curing blankets shall be polyethylene sheet, polyethylene-coated waterproof paper sheeting or polyethylene-coated burlap. The blankets shall be laid with the edges butted together and with the joints between strips sealed with 2-inch wide strips of sealing tape or with edges lapped not less than 3-inches and fastened together with a waterproof cement to form a continuous watertight joint.

2. The curing blankets shall be left in place during the 10-day curing period and shall not be removed until after concrete for adjacent work has been placed. Should the curing blankets become torn or otherwise ineffective, the CONTRACTOR shall replace damaged sections. During the first 3 days of the curing period, no traffic of any nature and no depositing, temporary or otherwise, of any materials shall be permitted on the curing blankets. During the remainder of the curing period, foot traffic and temporary depositing of materials that impose light pressure will be permitted only on top of plywood sheets 5/8-inch minimum thickness, laid over the curing blanket. The CONTRACTOR shall add water under the curing blanket as often as necessary to maintain damp concrete surfaces at all times.

Method 6: Concrete slabs shall be treated with an evaporation retardant as specified in Method 5. The concrete shall be kept continuously wet by the application of water for a minimum period of at least 10 consecutive days beginning immediately after the concrete

has been placed or forms removed. Heavy curing mats shall be used as a curing medium to retain the moisture during the curing period. The curing medium shall be weighted or otherwise held in place to prevent being dislodged by wind or any other causes. Until the concrete surface is covered with the curing medium the entire surface shall be kept damp by applying water using nozzles that atomize the flow so that the surface is not marred or washed. The curing blankets and concrete shall be kept continuously wet by the use of sprinklers or other means both during and after normal working hours. Immediately after the application of water has terminated at the end of the curing period, the curing medium shall be removed and curing compound immediately applied in accordance with Method 4, herein. The CONTRACTOR shall dispose of excess water from the curing operation to avoid damage to the work.

Method 7:

1. Method 6 shall be used for curing.

2. Immediately after completion of curing the surface shall be sprayed with a dampproofing agent consisting of an asphalt emulsion. Application shall be in 2 coats. The first coat shall be diluted to 1/2 strength by the addition of water and shall be sprayed on so as to provide a maximum coverage rate of 100 square feet per gallon of dilute solution. The second coat shall consist of an application of the specified material, undiluted, and shall be sprayed on so as to provide a maximum coverage rate of 100 square feet per gallon. Dampproofing material shall be as specified herein.

3. As soon as the asphalt emulsion, applied as specified herein, has taken an initial set, the entire area thus coated shall be coated with whitewash. Any formula for mixing the whitewash may be used which produces a uniformly coated white surface and which so remains until placing of the backfill. Should the whitewash fail to remain on the surface until the backfill is placed, the CONTRACTOR shall apply additional whitewash.

Method 8: Floor slabs to be covered with resilient flooring shall be coated with an asphaltic membrane curing compound such as **Hunt's Process Black**, or an approved equal.

3.3 EVAPORATION RETARDANT APPLICATION PROTECTION

A. Spray onto surface of fresh concrete immediately after screeding to react with surface moisture.

B. Reapply after smoothing surface with a bull float to ensure continuous, compacted monomolecular layer until final finishing is completed.

C. After finishing, apply water curing as specified.

3.4 CURING AND PROTECTION IN COLD WEATHER

A. Concrete shall not be placed during cold weather where conditions would require procedures as specified in ACI 306.

B. The Engineer, at his option, may allow cold weather placement of concrete if an extended period of cold weather is anticipated.

C. Water curing of concrete may be reduced to 6 days during periods when the mean daily temperature in the vicinity of the worksite is less than 40 degrees F; provided that, during the

prescribed period of water curing, when temperatures are such that concrete surfaces may freeze, water curing shall be temporarily discontinued.

D. Concrete cured by an application of curing compound will require no additional protection from freezing if the protection at 50 degrees F for 72 hours is obtained by means of approved insulation in contact with the forms or concrete surfaces; otherwise, the concrete shall be protected against freezing temperatures for 72 hours immediately following 72 hours protection at 50 degrees F. Concrete cured by water curing shall be protected against freezing temperatures for 3 days immediately following the 72 hours of protection at 50 degrees F.

E. Discontinuance of protection against freezing temperatures shall be such that the drop in temperature of any portion of the concrete will be gradual and will not exceed 40 degrees F in 24 hours. In the spring, when the mean daily temperature rises above 40 degrees F for more than 3 successive days, the specified 72-hour protection at a temperature not lower than 50 degrees F may be discontinued for as long as the mean daily temperature remains above 40 degrees F; provided, that the concrete shall be protected against freezing temperatures for not less than 48 hours after placement.

F. Where artificial heat is employed, special care shall be taken to prevent the concrete from drying. Use of unvented heaters will be permitted only when unformed surfaces of concrete adjacent to the heaters are protected for the first 24 hours from an excessive carbon dioxide atmosphere by application of curing compound; provided, that the use of curing compound for such surfaces is otherwise permitted by these Specifications.

3.5 CLEAR HARDENER APPLICATION (SURFACE APPLIED)

A. Before application, thoroughly cure floors to receive hardener for minimum 28 days, keep clean, unpainted, free from membrane curing compounds, and dry with all work above them completed.

B. Do not use curing compounds where floor hardeners are specified. Use water curing only.

C. Apply hardener evenly, using three coats, allowing 24 hours between coats as follows:

1. First Coat: 1/3 strength, second coat 1/2 strength, and third coat 2/3 strength, mix with water.

2. Apply each coat so as to remain wet on surface for 15 minutes.

3. Apply approved hardeners in accordance with manufacturer's instructions.

4. After final coat is completed and dry, remove surplus hardener from surface by scrubbing and mopping with water.

(END OF SECTION)

ATTACHMENT C

BUREAU OF ENGINEERING

DETERMINATION OF BIDDER RESPONSIBILITY POLICY

City of Los Angeles
California

Department of Public Works
Bureau of Engineering

BOARD OF PUBLIC WORKS
CITY OF LOS ANGELES

DETERMINATION OF BIDDER RESPONSIBILITY POLICY

A. Preface

1. This contract will only be awarded to a responsive, responsible bidder (the term bidder shall include proposer to personal services contracts). To be responsible, a bidder must have the quality, fitness and capacity to perform the work set forth in the contract.

2. Responsibility will be determined from reliable information concerning ownership, management, skill, judgment, integrity, financial resources, performance of other contracts, conduct, claims, labor practices, and compliance with relevant laws and regulations. Such information may be obtained from the bidder, State compliance and regulatory agencies and/or through independent investigation by the City.

3. All references to the Board or Board of Public Works shall mean the Board of Public Works, of the City of Los Angeles.

4. The determination of whether a matter is "significant" is a factual determination to be made by the Board of Public Works after considering all relevant facts.

5. All contractors are advised that the Board of Public Works recognizes that the prime contractor (or consultant) shall be completely responsible for the work of all subcontractors (or subconsultant).

B. Responsibility Criteria

The responsibility of the bidder will be determined by the Board of Public Works after examining the bidder's compliance with responsibility Criteria No.1 through No. 4 and any competent evidence that the bidder engaged in any undesirable conduct as described in Criteria No. 5 through No. 8 as set forth below:

Criteria No. 1:

Bidder must demonstrate that it has the ability to perform the contract in a timely, competent and acceptable manner, including, but not limited to, having the following available and committed to the performance of the contract:

a. Adequate financial resources;
b. Necessary licenses, organization, experience, accounting controls and operational controls;
c. Sufficient personnel with the necessary expertise and technical skills;

d. Necessary production, construction, and technical equipment and facilities; and
e. Contracts or other binding arrangements with responsible subcontractors to do all work not to be performed by the prime bidder.

Criteria No. 2:

Bidder must demonstrate that it has a record of satisfactory performance on contracts for the life of the firm or the last five (5) years, whichever is less, and by their officers, directors and holders of 5% or more of their stock or equity, for the last five (5) years, including, but not limited to:

a. No suspension or revocation of any relevant professional license, or significant fines or penalties, for failure to comply with substantive licensing requirements;
b. No termination for default of any contract, nor significant failure to perform timely or in accordance with the proposal, plans and/or specifications;
c. No significant failure to comply with labor laws and regulations, including, but not limited to, laws pertaining to timely payment of wages, payment of prevailing wages, sexual harassment, child labor and timely payment of all obligations to subcontractors, vendors, suppliers and truckers;
d. No significant disregard for the personal safety of employees, other personnel on construction sites, or the public (repeated or multiple failures to comply with safety rules, regulations, or requirements can be considered as significant);
e. No significant violation of Workers' Compensation laws;
f. No significant failure to comply with laws and regulations prohibiting discrimination or promoting equal employment opportunity; and
g. No significant violation of local, state or federal environmental protection laws, rules, regulations, or requirements including those related to the unauthorized or unpermitted discharge of pollutants, including wastewater.

Criteria No. 3:

Bidder must demonstrate that it has a satisfactory record of integrity and business ethics for the life of the firm or the last five (5) years, whichever is less, and by their officers, directors and holders of 5% or more of their stock or equity, for the last five (5) years, including, but not limited to:

a. No conviction of a crime involving bidding upon or performance of a local, state or federal government contract;
b. No conviction of a crime involving serious moral turpitude, a fundamental lack of integrity, or the knowing disregard of the law; and
c. The absence of repeated failures to demonstrate the required good faith efforts to satisfy the City's subcontractor outreach program.

Criteria No. 4:

Bidder must demonstrate that it has a proven record of appropriate business ethics toward subcontractors, including, but not limited to, the following:

a. Demonstrated knowledge of and compliance with federal, state and City of Los Angeles laws and regulations pertaining to utilization of subcontractors and business practices toward subcontractors;
b. Demonstrated commitment to practices of good faith and fair dealing toward subcontractors; and
c. Demonstrated record of satisfactory performance of contractual obligations owing to subcontractors, including timely payment.

Criteria No. 5:

Bidder must demonstrate that it has not, in the past five (5) years, failed to submit all required bonds and insurance documents upon notifications of award of the contract by the Board of Public Works and in the time frame designated in the bid documents.

Criteria No. 6:

Bidder must demonstrate that it has not, in the past five (5) years, failed to submit requested, additional information by the date and time specified by staff after receipt of bids or proposals but prior to the award of the contract. The requested additional information is that information requested by staff which is necessary, as determined by staff, for either staff or the Board of Public Works to render a recommendation or make a decision relative to the award of a Board of Public Works contract.

Criteria No. 7:

Bidder must demonstrate that it has not, now or in the past five (5) years, listed and/or utilized a subcontractor which has previously been declared to be non-responsible by the Board of Public Works or another governmental contract awarding authority. Whether the contract for the work was awarded by the Board of Public Works or not shall have no bearing on this criteria.

Criteria No. 8:

Bidder must demonstrate that it has not, now or in the past five (5) years, listed and/or utilized a subcontractor which has previously been replaced on a City of Los Angeles contract, where the substitution was approved by the Board of Public Works based on at least one of the following reasons:

a. The subcontractor was found to be substantially unsatisfactory and not in

substantial compliance with the plans and specifications of the contract; and/or

b. The subcontractor was found to be substantially delaying or disrupting the progress of the contract work.

C. Declaration of Non-Responsible Bidder and Subcontractor

Before being declared non-responsible, a bidder or subcontractor shall be served with a summary of the reliable information reflecting adversely upon its responsibility. Within five (5) City working days of the service of that information, the bidder or subcontractor must submit a written request to the Secretary of the Board of Public Works for a hearing to determine responsibility if it disputes the adverse information. **Failure to submit a written request for a hearing will be deemed to be a conclusive admission that the bidder or subcontractor is non- responsible for the purposes of this contract and future contracts and that the bidder consents to the award of the contract to another bidder and the subcontractor consents to its substitution on the contract.** At a hearing to determine responsibility, the bidder will be allowed an opportunity to rebut adverse information and to present evidence that it has the necessary quality, fitness and capacity to perform the contract according to the criteria set forth herein. The determination by the Board of Public Works that a bidder or subcontractor is non-responsible shall be final and constitute exhaustion of the bidder's or subcontractor's administrative remedies.

A list of individuals and contractors which have been declared to be non-responsible by the Board of Public Works is maintained by the General Services Division of Bureau of Contract Administration. Included on this list are those subcontractors who have been previously substituted for and declared to be non-responsible by the Board of Public Works. A copy of this list can be obtained from the Chief, General Services Division, Bureau of Contract Administration, at (213) 847-2323. After two (2) years, the individual, subcontractor or contractor can request removal from the list by the Board of Public Works. If the individual, subcontractor or contractor can satisfy the Board of Public Works that they have the necessary quality, fitness and capacity to perform work on a Board of Public Works project, their name shall be removed from the list. Unless otherwise removed under the direction of the Board of Public Works, names shall remain on the list for a period of five (5) years from the date of being declared non-responsible.

ATTACHMENT D

BUREAU OF ENGINEERING

ZERO SPILL SANITARY SEWER OVERFLOW POLICY

City of Los Angeles
California

Department of Public Works
Bureau of Engineering

Board of Public Works
"ZERO SANITARY SEWER OVERFLOWS"
Policy

(Adopted by the Board of Public Works on 1/10/2011)

MOTION

WHEREAS the City of Los Angeles owns, operates and maintains one of the largest wastewater systems in the nation, which includes 6,500 miles of sewers, 44 pumping plants, one wastewater treatment plant and three water reclamation plants, and

WHEREAS maintaining uninterrupted service to the citizens of Los Angeles, protecting the public health, safety, and the environment, meeting all federal, state and local regulatory requirements and permits, requires continued inspection, maintenance and upgrading of various components of our wastewater facilities, and

WHEREAS this includes activities conducted by private independent entities contracted with the Board of Public Works, and

WHEREAS Sanitary Sewer Overflows (SSOs) jeopardize the public health and safety, adversely impact the environment, violate our facilities' National Pollution Discharge Elimination System (NPDES) permit requirements and are also prohibited by various federal and state regulatory requirements and codes, and

WHEREAS those violations can create a severe financial burden on the City as a result of civil liabilities incurred for such violations, and

WHEREAS the California Regional Water Quality Control Board (CRWQCB) can impose penalties on the City for SSOs in violation of the NPDES permits and the California Water Code. (The maximum civil liability for an SSO is $10 per gallon of discharge volumes greater than 1,000 gallons and $10,000 per day violation, if imposed by the CRWQCB, or $25 per gallon of discharge volumes greater than 1,000 gallons and $25,000 per day per violation if imposed by a court of law.), and

WHEREAS The Board of Public Works (Board) adopted a "Zero Spills" policy on June 26, 1998, after a series of SSOs resulted in monetary penalties imposed by the Regional Water Quality Control Board (RWQCB) in the form of an Administration Civil Liability (ACL), and

WHEREAS though SSO incidents have decreased substantially since the original policy was adopted, issues associated with SSOs remain, and

WHEREAS operational and regulatory changes require revisions to the June 26, 1998, policy,

WHEREAS there is need for the Board to assert and reaffirm the City's updated SSO policy (Attachment) and goal of "Zero SSOs," which includes the Board's intention to hold all Contractors liable and accountable for any consequences incurred by SSOs related to the construction, modification and repair of said sanitary systems caused by a Contractor's negligent actions including, but not limited to, fines imposed by regulatory agencies, the cost of related SSO response, containment and mitigation, and any-and-all third party property damages and claims, and

WHEREAS the Board, by authority of Article 14 of the Los Angeles Administrative Code [Contractor Responsibility Ordinance (CRO)] as its Designated Administrative Agency and acting through its Inspector of Public Works, may declare any Contractor that negligently causes SSOs a non-responsible bidder,

WE, THEREFORE, MOVE that

1. The Board reaffirm the City's SSO policy and goal of "Zero SSOs" in the City's wastewater treatment and collection systems and hold all Contractors liable, responsible and accountable for all construction-related SSOs caused by the Contractor's negligent actions; and

2. The Board direct the Inspector of Public Works to investigate such SSOs as they occur under the provisions of the CRO and the Board's adopted Responsibility Criteria for the purpose of reporting to the Board any recommendations based upon the incident; and

3. The Board direct the Bureau of Engineering to revise all wastewater system-related construction plans, specifications and contract language to clearly communicate these points:
   (a) The Board's adopted SSO policy
   (b) The goal of "Zero SSOs"
   (c) Require Contractors to provide sufficient and adequate emergency equipment and resources for spill prevention, SSO response, and management,
   (d) Hold all Contractors liable and accountable for all the construction-related SSOs resulting from negligent action; and

4. The Board designate the Bureau of Contract Administration as lead agency, for conducting joint training workshops in coordination with the Bureaus of Engineering and Sanitation with construction Contractors to provide awareness and dialogue on the impact, regulatory requirements, mitigation and prevention of SSOs, and to re-iterate the Board's authority over the enforcement of this policy; and

5. The Board direct the Bureaus of Contract Administration and Engineering to establish a pre-qualified list for not only all prime contractors but Specialty subcontractors as well in order to ensure that ALL contractors bidding or working on sanitary sewer projects have the quality, fitness and capacity to perform the work; and

6. The Board direct the Bureaus of Contract Administration, Engineering and Sanitation to continue communication of the Board's adopted SSO policy and goal of "Zero SSOs" to all their respective staff and to instruct staff to implement all necessary measures to enforce and meet said policy; and

7. The Board direct the Bureaus of Contract Administration, Engineering and Sanitation to conduct regular training workshops with their respective staff to provide awareness and dialogue on the impact, regulatory requirements, mitigation and prevention of SSOs.

(WFB – CS)

Motion prepared by:
Chris Smith, Chief Construction Inspector
Wastewater Construction Division
(213) 847-2370

Respectfully submitted,

JOHN L. REAMER, JR.
Inspector of Public Works

GARY LEE MOORE, P.E.
City Engineer

ENRIQUE C. ZALDIVAR, Director
Bureau of Sanitation

JLR:CS:bes
sso motion

Attachment

ATTACHMENT E

BUREAU OF ENGINEERING

LOCAL BUSINESS PREFERENCE PROGRAM

City of Los Angeles
California

Department of Public Works
Bureau of Engineering

ENGINEERING
CITY OF LOS ANGELES

BIDS

(Pages LBPP-1 through LBPP-7)

BOARD OF PUBLIC WORKS
REQUEST FOR BIDS - LOCAL BUSINESS PREFERENCE PROGRAM (LBPP)
City of Los Angeles Ordinance No. 187121, Article 4, Sections 10.25, *et esq.* of the Los Angeles Administrative Code

Local Business Prime	8%

Local Small Business	2%

Local Transitional Employer	2%

Or

Local Business Subcontractor (s)	Up to 5%

NOTE: Local Business Preference Program information and/or assistance may be obtained through the Department of Public Works.

MANDATORY LOCAL BUSINESS PREFERENCE PROGRAM (LBPP) FOR USE ON CITY-FUNDED CONTRACTS GREATER THAN $150,000

A. General

This program is subject to the policies and requirements established by the City Council and the City of Los Angeles (City) Mayor's Office. The City is committed to maximizing opportunities for local businesses, as well as encouraging local businesses to locate and operate in Los Angeles County (County). It is the policy of the City to prevent unemployment, encourage an increase in local jobs, and create high road economic development. The Local Business Preference Program (LBPP) aims to benefit the City by increasing local jobs and expenditures within the private sector. The LBPP is set forth herein. Bidders should be fully informed of this program.

The Department of Public Woks shall opt out when the contract is funded by a grant or is federally funded and funding regulations prohibit the funding recipient from implementing the LBPP on the resulting contract. The Department of Public Works can also opt out of the program when full and open competition is limited because of a sole source vendor, provider, or supplier. Finally, the Department of Public Works is entitled to determine at anytime before the award of a contract that it is not in the City's best interest to grant a bid preference to a qualifying Local Business. Failure to comply with the LBPP shall result in investigations by the Bureau of Contract Administration/ Office of Contract Compliance (BCA/OCC) in its role as the Designated Administrative Agency.

B. Participation Criteria for Local Business Preference Program

To be eligible for participation in this program, the BCA/OCC requires that the prospective local business submit an affidavit attesting as such on the Regional Alliance Marketplace for Procurement Los Angeles (RAMPLA) website. An affidavit form is available to be downloaded on the RAMPLA website at http://www.rampla.org. Determination of qualification as a local business by any other entities, other than BCA/OCC, or by any other means other than submission of an affidavit on RAMPLA shall not be accepted for purposes of participation in the LBPP. Affidavit forms are prioritized according to the date they are received. The local business must be listed on RAMPLA as such prior to the bid due date and time in order to participate in the LBPP. If an affidavit is submitted prior to the bid deadline, but has not been verified by BCA/OCC, the Department of Public Works may request for the BCA/OCC to expedite the affidavit if the local business designation would result in a change of award recommendation. In this instance, the status as a local business will be based on the date the affidavit was submitted.

C. Definitions

1. "Article" means the City of Los Angeles Ordinance No. 187121, codified in Article 4, Sections 10.25, *et seq*. of the Los Angeles Administrative Code.

2. "Awarding Authority" means the Department of Public Works.

3. "Bid Price" means the dollar amount after the bidder's quoted price is adjusted for evaluation in accordance with applicable provisions. For procurement contracts this may include, but not be limited to, a Cash Discount, or Combined Award Discount.

4. "Board" means the Board of Commissioners for the Department of Public Works.

5. "Cash Discount" means a reduction in the full cost of a good or service when payment is made within a specified period of time: e.g. 2% 10 net 30.

6. "Combined Award Discounts" (CAD) means the discount terms offered by a supplier and are usually expressed in percentages taken directly from the pricing totals of the bidders offering such a discount. CADs are applicable if the specification or bidding documents includes the CAD provision clause, it applies to more than one item or more than one group of items, and if the items included for CAD purposes are not cherry picked from a predefined group of items as set forth by the specifications or bid document.

7. "Contract" means a written agreement over $150,000.00 for the purchase of goods, equipment or services, including construction, by or for the benefit of the City or its residents.

8. "Contractor" means the person; business or entity awarded the Contract by the Awarding Authority.

9. "Dealer" or "Supplier" means any Person who owns, operates, or maintains a store, warehouse, or other establishment in the County of Los Angeles in which the equipment, goods, or materials of the general character described in the Bid specifications and required under the Contract are regularly sold or leased to the public from its own inventory or otherwise procured in the usual course of its business. A "Dealer" or "Supplier" does not include a packager, broker, manufacturer's representative, or other person who arranges or expedites a transaction without taking ownership of the finished or assembled equipment, goods or materials prior to the sale or lease to the City.

10. "Local Business" means a business entity that occupies work space within the County, is in compliance with all applicable City and County licensing and tax laws, and can demonstrate one of the following: (1) it is headquartered in the County and physically conducts and manages all of its operations from a location in the County; (2) that at least 50 of its full time employees perform work within the boundaries of the County at least 60 percent of their total regular hours worked on an annual basis; or (3) that at least half of the full-time employees (50%) of the business work within the boundaries of the County at minimum of 60 percent of their total, regular hours worked on an annual basis.

a. A business entity with multiple locations within the County, can aggregate 50 of its full-time employees working at least 60% of their regular hours from its different locations within the County to qualify as a Local Business.

b. A business entity awarded a City contract under the LBPP, must carry out the services of the contract using employees whose exclusive, primary working location is in Los Angeles County.

c. A joint venture must be a legally established entity and be certified as an LBE in order to participate in the LBPP. Individual LBE certification by one or more of the joint venture partners will not be considered sufficient to qualify for participation in the LBPP.

d. A firm that is certified as a Local Small Business Enterprise (LSBE) with the Los Angeles County Office of Small Business will be verified as an LBE on RAMPLA upon request through the LBE affidavit, assuming the LSBE meets the certification qualifications.

D. Local Business Preference Program Participation Recognition

1. Qualifying contractors who participate in the LBPP by qualifying as a local business will receive 8% preference credit to their bid in excess of $150,000.00.

2. Qualifying contractors who participate in the LBPP by also qualifying as a Local Small Business or Local Transitional Employer will receive an additional 2% preference credit for each additional certification to their bid in excess of $150,000.00.

3. A Local Business that is not eligible for the additional preference, but that identifies a Subcontractor(s) that is certified by the DAA as a Local Small Business or a Local Transitional Employer (LTE), shall receive up to a maximum of 2% preference for each additional certification. The additional preference under this subsection shall be applied as follows:

   a. A Local Business that identifies a Subcontractor certified by the DAA as a Local Small Business shall receive a 1% preference to the Bid for every 10% percent of the cost of the proposed work to be performed by the qualifying Subcontractor.

   b. A Local Business that identifies a Subcontractor certified as a Local Transitional Employer shall receive a 1% preference to the Bid for every 10% percent of the cost of the proposed work to be performed by the qualifying subcontractor.

   c. The Bid must identify each Subcontractor, the proposed work of the Subcontractor, and the cost of the work for each Subcontractor.

4. A Bid that does not qualify for the Local Business Preference may receive up to a 5% preference if it identifies a Subcontractor that is certified by the DAA as a Local Business, Local Small Business, or Local Transitional Employer.

    a. The Bid must identify each Subcontractor, the proposed work of the subcontractor, and the cost of the work for each Subcontractor.

    b. The Subcontractor preference shall be applied to Bids, where a 1% preference will be received for every 10% percent of the cost of the proposed work to be performed by the qualifying Subcontractor.

5. Preferences shall only be awarded to a Local Business when a minimum of two-thirds of the services provided under the contract are performed in Los Angeles County. Preferences shall only be awarded for equipment, goods or materials when the Local Business acts as a supplier or dealer (for a minimum of two thirds of the work), or designs, manufactures, or assembles the equipment, goods or materials, where a minimum of two thirds of the work, based on the dollar amount under the Contract, is performed in Los Angeles County.

6. The maximum combined preferences that may be awarded to a Bid under this article shall not exceed 12% and the value of the combined preferences shall not exceed one million dollars.

7. A bid preference does not reduce the contract amount.

8. In the event where a Local Business, bids on a City contract, and is determined by the Department of Public Works, after the bid deadline, to not qualify as a Local Business, the business will be eligible for the Local Business Subcontractor Preference of up to 5%, if it has identified a qualifying Local Subcontractor(s) to perform work under the contract.

    a. The above exemption shall only apply where the non-compliance is an error or mistake. It shall not apply to a business that intentionally or fraudulently claims to be a Local Business through misleading or false statements.

    b. It is the responsibility of the business registered on RAMPLA as a certified Local Business to inform BCA via email at bca.certifications@lacity.org, that it no longer meets the certification criteria within 7days of the change. Failure to do so shall be construed as a misleading and/or false statement.

E. Failure to Comply & Penalties

1. The penalties in this subsection may be assessed by the Board on any Contractor that:

    a. Upon receipt of information believed by the Department of Public Works to be reliable and which indicates that the Local Business no longer qualifies as a Local Business, Local Small Business and/or Local Transitional Employer for

more than 60 days during the entire time of the Contract, the Department of Public Works shall withhold or recover funds from the Contractor in an amount that represents the value of the bid preference of the executed contract.

b. If for any reason the Local Subcontractor, providing the basis for a Local Subcontractor Preference, is unable to, or does not, perform the work under the Contract; the Contractor shall, within 60 days, replace that Local Subcontractor with another Local Subcontractor. If the Contractor is unable to replace the Local Subcontractor specified in the Contract with another Local Subcontractor within 60 days, the Department of Public Works shall be entitled to withhold or recover funds from the Contractor in an amount that represents the value of the Bid Preference.

c. In the event that an investigation reveals that a business fraudulently represented itself as a Local Business for the purpose of gaining a preference under the LBPP, the business shall not be eligible for the Local Business status for up to five years from the date of disqualification. This also applies to any business that has received a preference but fails to maintain its Local Business qualification for a cumulative of 60 days during the entire time of the contract.

2. The Board may impose the following remedies:

a. For bids, the value of the preference is determined by the difference between the amounts paid to the Contractor pursuant to the Contract and what the City's costs would have been if the Contract had been awarded to the next lowest responsive, responsible Bidder.

b. Additional costs and expenses to the City resulting from the Contractor's failure to comply with the Article.

c. Termination of all or part of the Contract.

3. Exception – Any Local Small Contractor that is found to have ascended to an income level that exceeds the maximum requirement of the certification qualifications as a Local Small Business during the execution of the Contract. In this instance, the Contractor's certification status will remain intact for the duration of the executed Contract. However, the executed Contract shall have no bearing on the Contractor's certification status for any future or pending bids, proposals, qualifications or quotes submitted for any other City contracting opportunities.

F. Complaints and Protests

1. All complaints and/or protests regarding qualifying local businesses and local subcontractors, including local small businesses and LTEs, claiming non-compliance by Awarding Authorities or its failure to maintain certification criteria, shall be made to the BCA/OCC either in writing or by email for further investigations. Complaints must be accompanied by documentation which substantiates the complainant's allegations.

2. Any complaints that meet the criteria of No. 1 may be investigated by BCA/OCC in its role as the Designated Administrative Agency.

   Submit complaints to:

By Mail	**Bureau of Contract Administration** **Office of Contract Compliance** **Department of Public Works** **1149 South Broadway, Suite 300** **Los Angeles, CA 90015**
By Email	**bca.biphelp@lacity.org**

ATTACHMENT F

FINAL SUBCONTRACTING REPORT

City of Los Angeles
California

Department of Public Works
Bureau of Engineering

FINAL SUBCONTRACTING REPORT (SUBMIT WITHIN 15 DAYS OF ISSUANCE OF THE STATEMENT OF COMPLETION)

Project Title:_____ Work Order No.:_____ Contact Name: _____

Contractor:_____ Address: _____

Name, Address and Telephone # of Bid-listed Subcontractor/Supplier/Trucker	Description of Work	MBE/WBE SBE/EBE DVBE/OBE	Original $ Amount	Final $ Amount	Reason For Discrepancy **(Change Order Nos. and $)**

I certify that the above information is complete and correct.

Signature _____ Title _____ Telephone Number _____ Date _____

For City of Los Angeles use only:

		Final $ Amounts	% Achieved	% Pledged
Final Contract $	MBE $			
	WBE $			
	SBE $			

		Final $ Amounts	% Achieved	% Pledged
Final Contract $	EBE $			
	DVBE $			
	OBE $			

Final Contract $	Total Cash Allowances Paid to Contractor $	Final Contract less Cash Allowances Paid to Contractor $	MSM $		

ATTACHMENT G

BUREAU OF ENGINEERING

REQUIRED INSURANCE AND MINIMUM LIMITS

City of Los Angeles
California

Department of Public Works
Bureau of Engineering

Form Gen. 146 (Rev. 9/06)

Required Insurance and Minimum Limits

Name: _____ Date: 01/28/2025

Agreement/Reference: Project Title: RFQ for Rapid Pedestrian Facility Repair Program Contract Serial No. 1

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

Limits

✔ **Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)**

WC ***Statutory***

EL **$1,000,000**

☑ Waiver of Subrogation in favor of City ☐ Longshore & Harbor Workers ☐ Jones Act

✔ **General Liability** $2 million Aggregate -City of LA is required to be named as an additional insured **$1,000,000**

☑ Products/Completed Operations ☐ Sexual Misconduct _____

☐ Fire Legal Liability _____

☐ _____

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

___ **Professional Liability** (Errors and Omissions) _____

Discovery Period _____

___ **Property Insurance** (to cover replacement cost of building - as determined by insurance company) _____

☐ All Risk Coverage ☐ Boiler and Machinery

☐ Flood _____ ☐ Builder's Risk

☐ Earthquake _____ ☐ _____

___ **Pollution Liability** _____

☐ _____

✔ **Surety Bonds** - Performance and Payment (Labor and Materials) Bonds 100% of the contract price

___ **Crime Insurance** _____

Other: Sent to David Ventura @ PW BOE

ATTACHMENT H

BUREAU OF ENGINEERING

SIGNATURE SHEET AND NON-COLLUSION AFFIDAVIT

City of Los Angeles
California

Department of Public Works
Bureau of Engineering

SIGNATURE SHEET AND NON-COLLUSION AFFIDAVIT

I/We, _____ **depose and say that I am/We are:** _____
Insert Name(s) RMO/REO Title

_____ of _____
(Insert "Sole Owner", "Partner", "President", etc.) (Insert firm name and address of bidder)

Contractor's License No. _____, License Classification _____, Expiration Date

who submit this Statement Of Qualifications (SOQ) to the Board of Public Works and hereby declare:

(1) That I/We have read this Request For Qualifications (RFQ) and the Contract and have abided by and agree to the conditions herein and I/We hereby propose to furnish all materials and do all the work required to complete the work in accordance with the engineer's directive. I/We have received a copy of the "Determination of Bidder Responsibility Policy" of the Board of Public Works and I/We understand my/our obligations under this policy as a Contractor should this Contract be awarded to my/our firm.

(2) That this SOQ is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named, and that I/We have not directly or indirectly induced or solicited any other bidder to put in a sham SOQ, or any other person, firm or corporation to refrain from applying, and that I/We have not in any manner sought by collusion to secure for myself/ourselves an advantage over any other Contractor.

(3) This Contract is expressly made for the benefit of the signatory parties only. It is not the intent of any of the signatory parties to create or discharge any duty, express or implied, to any party other than the signatory parties. Any benefit derived from this Contract by a third party is unintended and incidental to the purpose for which this Contract is made.

(4) That I/We as principal(s), acknowledge myself/ourselves as being bound by the accompanying Bond when completed by the Surety.

(5) That I/We have read and understand the provisions of the Pollution Control - Sewage Spill Prevention and Response Requirements and the Board of Public Works' Policy of "Zero Spills" requirements as contained in this RFQ and Contract. If awarded this Contract, I/We agree to furnish all of the materials, supplies, tools, equipment, labor and other services necessary for the containment and cleanup of any sewage or other pollutant spills or leaks occurring during the performance of this Contract. I/We further agree to act immediately, without instructions from City staff, to contain and cleanup any spill in any way involved with my/our activities during this Contract without concern for who or what caused the spill.

ADDENDA - This SOQ is submitted with respect to the changes to the RFQ and Contract included in Addenda numbers:

_____, _____, _____, _____, _____, _____, _____, _____, _____, _____, _____,
(Fill in Addenda received)

Note: If an Addendum has been issued by the City and not noted above as being received by the Contractor, this SOQ may be rejected.

I/We certify or declare under penalty of perjury that the foregoing is true and correct, and that if only one signature is provided, it is provided in accordance with Note 8 in the General Instructions and Information for Bidders of this proposal.

1. _____
Signature **Title** **Date**

2. _____
*** Second Signature** **Title** **Date**

* **SECOND SIGNATURE MAY BE REQUIRED WITH BID. FAILURE TO PROVIDE THE REQUIRED SIGNATURES WITH BID MAY RENDER THE BID NON-RESPONSIVE. IF ONLY ONE SIGNATURE IS SUBMITTED FOR A CORPORATION, THE CITY MUST BE FURNISHED THE REQUIRED SIGNATURE AUTHORIZATION WITH BID, OR A CURRENT COPY OF THE REQUIRED SIGNATURE AUTHORIZATION MUST BE ON FILE WITH THE BUREAU OF ENGINEERING. SEE NOTE BELOW.**

Note: **ALL SIGNATURES MUST BE PROPERLY COMPLETED AND WITNESSED BY A NOTARY.** An All-Purpose Certificate of Acknowledgement form pursuant to the California Civil Code Section 1189 **must** be attached to this page. See Note 8 in the General Instructions and Information for Bidders of this proposal for proper required signatures.

ATTACHMENT I

BUREAU OF ENGINEERING

CERTIFICATE OF COMPLIANCE WITH CHILD SUPPORT OBLIGATIONS

City of Los Angeles
California

Department of Public Works
Bureau of Engineering

CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT OBLIGATIONS

The undersigned hereby agrees that _____ will:
Name of Business

1. Fully comply with all applicable State and Federal employment reporting requirements for its employees.

2. Fully comply with and implement all lawfully served Wage and earnings Assignment Orders and Notices of Assignment.

3. Certify that the principal owner(s) of the business are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally.

4. Certify that the business will maintain such compliance throughout the terms of the contract.

5. This certification is a material representation of fact upon which reliance was placed when the parties entered into this transaction.

6. The undersigned shall require that the language of this Certification be included in all subcontracts and that all subcontractors shall certify and disclose accordingly.

Upon signing below, the bidder by his/her signature affixed hereto declares under penalty of perjury that he/she has read the Child Support Assignment Orders contained in the City's Ordinance No. 172401 and accepts all the City's requirements contained therein throughout the duration of this project.

_____
Signature Title

_____
Company Name

_____
Date

ATTACHMENT J

BUREAU OF ENGINEERING

IRAN CONTRACTING ACT OF 2010

City of Los Angeles
California

Department of Public W
orks Bureau of Engineering

ENGINEERING
CITY OF LOS ANGELES

Iran Contracting Act of 2010 - Implementation and Processing Procedures

Overview:

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

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

1. A bidder or proposer providing goods or services of $20,000,000 or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector or Iran; OR

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

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

Implementation & Processing:

- All bidders or proposers for a Department contract valued at $1,000,000 or more must sign and submit the *Iran Contracting Act of 2010 Compliance Affidavit* with their bid or proposal.

- Upon receiving the bid or proposal, the awarding authority contract administrator must review the submitted affidavit for completion and signature and check the DGS list of businesses that are prohibited from contracting with public entities in California. The link for the DGS list is: https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-Ineligible-Businesses?search=iran%20contracting
    - Once the review is complete, the contract administrator will place the affidavit in the awarding authority's official file associated with the proposal, or such other place as is designated by the awarding authority's general manager for safe recordkeeping.

- In the event that the awarding authority intends to award a contract valued at $1,000,000 or more, outside of the competitive process, the awarding authority must complete the evaluation process described above prior to executing the contract.

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

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

(California Public Contract Code Sections 2200-2208)

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

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

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

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

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

OPTION #1: CERTIFICATION

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

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

OPTION #2: EXEMPTION

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

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

Department of General Services
Procurement Division
707 Third Street, Second Floor, West Sacramento, CA 95605
(916) 375-4400 (800) 559-5529

List Date: August 5, 2020

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

1. China National Petroleum Corporation
2. China Oilfield Services Limited
3. Indian Oil Corporation Ltd.
4. Oil and Natural Gas Corporation
5. Oil India Limited
6. ONGC Videsh Ltd.
7. Petrofield
8. Petróleos de Venezuela, S.A
9. Sinopec
10. SKS Ventures

If you have any questions regarding this notification, please contact:

Office of Policies, Procedures, and Legislation
PPO@dgs.ca.gov

ATTACHMENT K

BUREAU OF ENGINEERING

AMERICAN WITH DISABILITIES ACT (ADA) CERTIFICATE OF COMPLIANCE

City of Los Angeles
California

Department of Public Works
Bureau of Engineering

ATTACHMENT A-06

CERTIFICATION OF COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

1. Certification of Compliance with ADA, Rev 10/01, 1 page

CERTIFICATION REGARDING COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

The undersigned certifies, that to the best of his/her knowledge and belief, that:

1. The Contractor/Borrower/Agency (hereafter Contractor) is in compliance with and will continue to comply with the Americans with Disabilities Act 42 U.S.C. 12101 et seq. and its implementing regulations.

2. The Contractor will provide for reasonable accommodations to allow qualified individuals with disabilities to have access to and participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act.

3. The Contractor will not discriminate against persons with disabilities nor against persons due to their relationship or association with a person with a disability.

4. The Contractor will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative contracts) and that all sub-recipients shall certify and disclose accordingly.

5. This certification is a material representation of fact upon which reliance was placed when the parties entered into this transaction.

CONTRACT NUMBER_____

CONTRACTOR/BORROWER/AGENCY

_____

Name and Title of Authorized Representative

_____

SIGNATURE_____

DATE_____

Rev. 10/01

ATTACHMENT L

BUREAU OF ENGINEERING

SUBCONTRACTOR(S) SUBSTITUTION FORM

City of Los Angeles
California

Department of Public Works
Bureau of Engineering

ENGINEERING
CITY OF LOS ANGELES

SUBCONTRACTORS / SUBCONTRACTOR SUBSTITUTIONS

(MUST BE SUBMITTED PRIOR TO AWARD OF A CONTRACT)

Project Name On-Call and Emergency Repair Services and Construction of Urgent Necessity Projects at the City's Wastewater Treatment Facilities

Contractor _____

Acceptance by the City of Los Angeles Board of Public Works of this Contractor's Bid does not indicate automatic approval of the subcontractor(s) listed in the Bid-proposal.

By acknowledging with the signature of an authorized representative below, the Contractor understands that it must obtain approval for **all** Subcontractors, at all levels, whether Bid-Listed or not, from the SRI Section of the General Services Division of the Bureau of Contract Administration (BCA) prior to the Subcontractor(s) performing any work on this project.

The Contractor understands that no entity other than the SRI Section of BCA has the authority to approve either an original request for approval or request for substitution of any subcontractor(s).

The Contractor further understands that Subcontractors approved for work on any other project for the City of Los Angeles does not constitute approval to work on this project also, and that there are no "blanket approvals" of Subcontractors for this, or any other, project.

The Contractor also understands that it may not substitute any Subcontractor, at any level, whether Bid-listed or not, without the approval of the SRI Section of BCA acting on behalf of the Board of Public Works.

The Contractor understands and acknowledges that there shall be a penalty assessed of no more than ten (10) percent of the subcontract amount of each Subcontractor for any of the following:

1. Failure to obtain approval for any Subcontractor(s), at any level, whether Bid-listed or not, from the SRI Section of BCA prior to the subcontractor(s) beginning work on the project.
2. Performing the work of any subcontractor(s) at any level, whether Bid-listed or not, without the approval of the SRI Section of BCA.
3. Reducing the Bid-listed and/or approved dollar amount of work to be performed by any Subcontractor(s), at any level, whether Bid-listed or not, for any reason, without the approval of the SRI Section of BCA.
4. Substituting for any Subcontractor(s), at any level, whether Bid-listed or not, without the approval of the SRI Section of BCA acting on behalf of the Board of Public Works.
5. Assigning the work of any Subcontractor(s), at any level, whether Bid-listed or not, to anyone other than said Subcontractor, without the approval of the SRI Section of BCA.

_____ _____

Authorized Contractor Representative (Print Name) Authorized Contractor Representative Signature

_____

Date

ATTACHMENT M

BUREAU OF ENGINEERING

CONTRACTOR RESPONSIBILITY ORDINANCE

City of Los Angeles
California

Department of Public Works
Bureau of Engineering

ENGINEERING
CITY OF LOS ANGELES

ORDINANCE NO. 173677

An ordinance amending Chapter 1 of Division 10 of the Los Angeles Administrative Code to add Article 14 in order to implement a contractor responsibility program.

THE PEOPLE OF THE CITY OF LOS ANGELES DO ORDAIN AS FOLLOWS:

Section 1. A new Article 14 is hereby added to Chapter 1 of Division 10 of the Los Angeles Administrative Code to read:

ARTICLE 14

CONTRACTOR RESPONSIBILITY PROGRAM

Sec. 10.40. Purpose.

Each year the City spends millions of dollars contracting for the delivery of products and services from private sector contractors. The prudent expenditure of public dollars requires that the City's procurement process result in the selection of qualified and responsible contractors who have the capability to perform the contract. Further, many lessees or licensees of City property perform services that affect the proprietary interests of City government in that their performance impacts the success of City operations. The City also provides financial assistance and funding to others for a variety of purposes. The City expends grant funds under programs created by federal and state government. The City intends that the procurement procedures set forth in this Article guide the expenditure of federal and state grant funds to the extent permitted by federal or state procurement regulations.

Sec. 10.40.1 Definitions.

(a) "Awarding Authority" means any Board or Commission of the City of Los Angeles, or any employee or officer of the City of Los Angeles, that is authorized to award or enter into any contract as defined herein, on behalf of the City of Los Angeles, and shall include departments having control of their own funds and which adopt policies consonant with the provisions of this Article.

(b) **"Contract"** means any agreement for the performance of any work or service, the provision of any goods, equipment, materials or supplies, or the rendition of any service to the City or to the public, or the grant of City financial assistance or a public lease or license, which is let, awarded or entered into by, or on behalf of, the City

of Los Angeles. Contracts for services which are less than three months and less than Twenty-Five Thousand Dollars ($25,000.00) are not covered by this Article. Contracts for purchasing goods and products which are less than One Hundred Thousand Dollars ($100,00.00) are not covered by this Article, unless they are contracts for the purchase of garments such as uniforms or other apparel, in which case they are only exempt from this Article if they are less than Twenty-Five Thousand Dollars ($25,000.00). Construction contracts are covered by this Article without regard to threshold amount.

(c) **"Contractor"** means any person, firm, corporation, partnership, association or any combination thereof, which enters into a Contract with any awarding authority of the City of Los Angeles and includes a recipient of City financial assistance and a public lessee or licensee.

(d) **"Subcontractor"** means any person not an employee who enters into a contract with a contractor to assist the contractor in performing a contract, including a contractor or subcontractor of a public lessee or licensee or sublessee or sublicensee. to perform or assist in performing services on the leased or licensed premises. The term subcontractor does not include vendors or suppliers to City purchasing contractors, unless the purchasing contract is for the purchase of garments such as uniforms or other apparel.

(e) **"Bidder"** means any person or entity that applies for any contract whether or not the application process is through an Invitation for Bid, Request for Proposal, Request for Qualifications or other procurement process.

(f) **"Bid"** means any application submitted by a bidder in response to an Invitation for Bid, Request for Proposal or Request for Qualifications or other procurement process.

(g) **"Invitation for Bid"** means the process through which the City solicits Bids including Requests for Proposals and Requests for Qualifications.

(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), 7672(f). A recipient shall not be deemed to include lessees and sublessees.

(i) **"Public Lease or License"** means a lease or license of City property as defined in the Living Wage Ordinance, Section 10.37 et seq. of Article 11, Chapter I of Division 10 of the Los Angeles Administrative Code.

(j) **"Designated Administrative Agency (DAA)"** means the City department(s), board(s), or office(s) designated by City Council to bear administrative responsibilities under this Article. The City Clerk shall maintain a record of such designation.

Sec. 10.40.2 Determination of Contractor Responsibility

(a) Prior to awarding a contract, the City shall make a determination that the prospective contractor is one that has the necessary quality, fitness and capacity to perform the work set forth in the contract. Responsibility will be determined by each awarding authority from reliable information concerning a number of criteria, including but not limited to: management expertise; technical qualifications; experience; organization, material, equipment and facilities necessary to perform the work; financial resources; satisfactory performance of other contracts: satisfactory record of compliance with relevant laws and regulations: and satisfactory record of business integrity.

(b) Every bidder for a City contract must complete and submit with its bid a questionnaire developed by the DAA which will provide information the awarding authority needs in order to determine if the bidder meets the criteria set forth in paragraph (a) of this Section. If no bid is required, the prospective contractor must submit a questionnaire. The response to the questionnaire must be signed under penalty of perjury. If, **after** execution of a contract, the City learns that the contractor submitted false information on the questionnaire, the City may terminate the contract and pursue the remedies set forth in Section 10.40.6 of this Article. The contractor shall be obligated to update its responses to the questionnaire during the term of the contract within thirty calendar days after any change to the responses previously provided if such change would affect contractors fitness and ability to continue performing the contract. The City may consider failure of the contractor to update the questionnaire with this information as a material breach of the contract and invoke the remedies set forth in Section 10.40.6 of this Article.

(c) There shall be a period of no fewer than fourteen calendar days between the date for receipt of bids and the award of the contract in order to allow full review of questionnaires submitted by bidders. If no bid is required, the prospective contractor must submit a questionnaire no fewer than fourteen calendar days prior to execution of the contract in order to allow full review of the questionnaire. Questionnaires will be public records and information contained therein will be available for public review, except to the extent that such information is exempt from disclosure pursuant to applicable law. The awarding authority may rely on responses to the questionnaire, information from compliance and regulatory agencies and/or independent investigation to determine bidder responsibility.

(d) Before being declared non-responsible, a bidder shall be notified of the proposed determination of non-responsibility, served with a summary of the information upon which the awarding authority is relying and provided with an opportunity to be heard in accordance with applicable law. At the responsibility hearing, the bidder will be allowed to rebut adverse information and to present evidence that it has the necessary quality, fitness and capacity to perform the work. The bidder must exercise its right to request a hearing within five calendar days after receipt of such notice. Failure to submit a written request for **a** hearing within the time frame set forth in this Section, will be deemed a waiver of the right to such a hearing and the awarding authority may proceed to determine whether or not the award of the contract should be made to another bidder or whether or not the bidder is non- responsible for this and future contracts. The determination by an awarding authority that the bidder is non-responsible shall be final and constitute exhaustion of the bidder's administrative remedies.

(e) A list of individuals and entities which have been determined to be non-responsible by the City shall be maintained by the DAA. After two years from the date the individual or entity has been determined to be non-responsible, the individual or entity may request removal from the list by the awarding authority. If the individual or entity can satisfy the awarding authority that it has the necessary quality, fitness, and capacity to perform work in accordance with the criteria set forth in paragraph (a) of this Section, its name shall be removed from the list. Unless otherwise removed from the list by the awarding authority, names shall remain on the list for five years from the date of being declared non-responsible.

(f) Contractors shall ensure that their subcontractors meet the criteria for responsibility as set forth in paragraph (a) of this Section, unless the subcontract is below the threshold requirements for contracts contained in Section 10.40.1 (b).

Sec. 10.40.3 Compliance with all laws.

(a) Contractors shall 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) Contractors shall notify the awarding authority within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that the contractor is not in compliance with paragraph (a) of this Section. Initiation of an investigation is not, by itself, a basis for a determination of non-responsibility by an awarding authority.

(c) Contractors shall notify the awarding authority within thirty calendar days of all findings by a government agency or court of competent jurisdiction that the contractor has violated paragraph (a) of this Section.

(d) Upon award of a contract, contractors shall complete a Pledge of Compliance attesting under penalty of perjury to compliance with paragraph (a) of this Section. Whenever any contract, which was not initially subject to this Article is amended, the contractor shall complete a Pledge of Compliance attesting under penalty of perjury to compliance with paragraph (a) of this Section.

(e) Contractors shall ensure that their subcontractors complete a Pledge of Compliance attesting under penalty of perjury to compliance with paragraph (a) of this Section, unless the subcontract is below the threshold requirements for Contracts contained in Section 10.40.1 (b).

(f) Contractors shall ensure that their subcontractors comply with paragraphs (b) and (c) of this Section, unless the subcontract is below the threshold requirements for contracts contained in Section 10.40.1 (b).

Sec.10.40.4. Exemptions.

(a) In order to promote the purposes of this Article and to protect the City's interests, the following contracts are exempt from its application:

(1) Contracts with a governmental entity such as the United States of America, the State of California, a county, city or public agency of such entities, or a public or quasi-public corporation located therein and declared by law to have such public status.

(2) Contracts for the investment of trust moneys or agreements relating to the management of trust assets.

(3) Banking contracts entered into by the Treasurer pursuant to California Government Code Section 53630 et seq.

(b) In order to promote the purposes of this Article and to protect the City's interests, the following contracts are exempt from application of Section 10.40.2 of this Article:

(1) Contracts awarded on the basis of exigent circumstances whenever any awarding authority finds that the City would suffer a financial loss or that City operations would be adversely impacted unless exempted from the provisions of Section 10.40.2 of this Article. This finding must be approved by the DAA prior to contract execution.

(2) Contracts awarded on the basis of urgent necessity in accordance with Charter Section 371(e) (5).

(3) Contracts entered into pursuant to Charter Section 371 (e) (6).

(4) Contracts entered into pursuant to Charter Section 371 03 (7).

(5) Contracts entered into pursuant to Charter Section 371 (e) (8).

(6) Contracts where the goods or services are proprietary or only available from a single source.

Sec.10.40.5 Administration

(a) The DAA shall promulgate rules and regulations for implementation of this Article. Said rules shall be submitted to City Council for consideration within sixty days after the effective date of this Ordinance.

(b) The DAA shall develop a questionnaire to be used by awarding authorities for determining bidder responsibility within sixty days after the effective date of this Ordinance.

(c) The DAA shall monitor compliance with this Article including investigation of alleged violations.

Sec.10.40.6. Enforcement

(a) Contracts shall provide that violation of this Article shall constitute a material breach thereof and entitle the City to terminate the contract and otherwise pursue legal remedies that may be available.

(b) Compliance with Section 10.40.3 of this Article shall be required in contract amendments, if the initial contract was not subject to the provisions of this Article. Contract amendments shall provide that violation of Section 10.40.3 shall constitute a material breach thereof and entitle the City to terminate the contract and otherwise pursue legal remedies that may be available.

(c) Violations of this Article may be reported to the DAA which shall investigate such complaint. Whether based upon such complaint or otherwise, if the DAA has determined that the contractor has violated any provision of this Article, the DAA shall issue a written notice to the contractor that the violation is to be corrected within ten calendar days from receipt of notice. In the event the contractor has not corrected the violation, or taken reasonable steps to correct the violation within ten calendar days, then the DAA may:

1. Request the awarding authority to declare a material breach of the contract and exercise its contractual remedies thereunder, which are to include but not be limited to termination of the contract.

2. Request the awarding authority to declare the contractor to be non-responsible in accordance with the procedures set forth in Section 10.40.2 of this Article.

Sec. 10.40.7. Application of This Article.

(a) This Article shall be applicable to Invitations for Bids issued after the rules and regulations have been adopted by City Council.

(b) This Article shall be applicable to contracts entered into after the rules and regulations have been adopted by City Council, unless the contract is awarded pursuant to an Invitation for Bid issued prior to adoption of the rules and regulations by City Council.

(c) Section 10.40.3 of this Article shall be applicable to contract amendments, entered into after the rules and regulations have been adopted by City Council if the initial contract was not subject to the provisions of this Article.

Sec. 10.40.8. Consistency with Federal or State Law

The provisions of this Article shall not be applicable to those instances in which its application would be prohibited by federal or state law or where the application would violate or be inconsistent with the terms or condition of a grant or contract with an agency of the United States, the State of California or the instruction of an authorized representative of any such agency with respect to any such grant or contract.

Sec. 10.40.9. Severability

If any provision of this Article is declared legally invalid by any court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

Sec. 2. The City Clerk shall certify to the passage of this ordinance and cause the same to be published in some daily newspaper printed and published in the City of Los Angeles.

I hereby certify that the foregoing ordinance was passed by the Council of the City of Los Angeles, at its meeting of NOV 21 2000

J. MICHAEL CAREY, City Clerk

By _____
Deputy

Approved _____

Approved as to Form and Legality

JAMES K. HAHN, City Attorney

By _____
NOREEN VINCENT
Assistant City Attorney

Said ordinance was presented to the Mayor on November 27, 2000; the Mayor returned said ordinance to the City Clerk on December 8, 2000 without his approval or his objections in writing, being more than ten days after the same was presented to the Mayor.

Said ordinance shall become effective and be as valid as if the Mayor had approved and signed it. (Section 250(b), City Charter)

CITY OF LOS ANGELES
PLEDGE OF COMPLIANCE WITH CONTRACTOR RESPONSIBILITY ORDINANCE

Los Angeles Administrative Code (LAAC) Section 10.40 et seq. (Contractor Responsibility Ordinance) provides that, unless specifically exempt, City contractors working under service contracts of at least $25,000 and three months, contracts for services and for purchasing goods and products that involve a value in excess of twenty-five thousand dollars ($25,000) and a term in excess of three months are covered by this Article; and construction contracts of any amount; public lessees; public licensees; and certain recipients of City financial assistance or City grant funds, shall comply with all applicable provisions of the Ordinance. Upon award of a City contract, public lease, public license, financial assistance or grant, the contractor, public lessee, public licensee, City financial assistance recipient, or grant recipient, and any its subcontractor(s), shall submit this Pledge of Compliance to the awarding authority.

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

(a) To comply with all 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 the awarding authority within 30 calendar days after receiving notification that any governmental agency has initiated an investigation which may result in a finding that the contractor did not comply with any federal, state, or local law 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.
(c) To notify the awarding authority within 30 calendar days of all findings by a governmental agency or court of competent jurisdiction that the contractor has violated any federal, state, or local law 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.
(d) If applicable, to provide the awarding authority, within 30 calendar days, updated responses to the Responsibility Questionnaire if any change occurs which would change any response contained within the Responsibility Questionnaire and such change would affect the contractor's fitness and ability to continue the contract.
(e) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with all 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.
(f) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, sublicensee that perform or assist in performing services on the leased or licensed premises) submit a Pledge of Compliance.
(g) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with paragraphs (b) and (c).

Failure to complete and submit this form to the Awarding Authority may result in withholding of payments by the City Controller, or contract termination.

Company Name, Address and Phone Number

Signature of Officer or Authorized Representative Date

Print Name and Title of Officer or Authorized Representative

Awarding City Department Contract Number

CITY OF LOS ANGELES
CONTRACTOR RESPONSIBILITY ORDINANCE (CRO) QUESTIONNAIRE

Unless otherwise exempt from the Contractor Responsibility Ordinance (Los Angeles Administrative Code Section 10.40, et. seq.), a Company/Firm bidding with the City of Los Angeles must complete this Questionnaire. If no bid is required, the prospective contractor still must submit a Questionnaire.

The signatory for this Questionnaire must be authorized to respond to these questions on behalf of the Company/Firm. **Any false or misleading statement(s), the failure to answer any of the required questions, or the failure to submit the completed Questionnaire with its bid may render the bid/proposal non-responsive.** If a response does not fit in the space provided, then you may submit an attachment with your questionnaire.

The Company is responsible for keeping the Questionnaire responses current. If any changes have occurred that would render any of the responses inaccurate in any way, this document must be updated within thirty (30) days of the change(s).

A. BIDDER / PROPOSER / PROSPECTIVE CONTRACTOR CONTACT INFORMATION

Business Name _____ Contractor's License Number _____

Street Address _____ City _____ State _____ Zip _____

Contact Person, Title _____ Phone _____ Fax _____

TYPE OF SUBMISSION:

The Questionnaire being submitted is:

☐ An initial submission of a completed Questionnaire.

☐ An update of a prior Questionnaire dated _____/_____/_____.

☐ No change. 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 last Questionnaire dated ____/_____/____ was submitted by the firm.

B. BUSINESS ORGANIZATION / STRUCTURE

Indicate the organizational structure of your firm. "Firm" includes a sole proprietorship, corporation, joint venture, consortium, association, or any combination thereof.

☐ **Corporation**: Date incorporated: _____/_____/_____ State of incorporation: _____

List the corporation's current officers.

President: _____

Vice President: _____

Secretary: _____

Treasurer: _____

List all the stock owners who own 5% or more of the corporation's stock. Publicly traded corporations do not need to list its stock owners.

(Use this space. If you need additional space, you can attach a document)

☐ **Partnership:** Date formed: _____/_____/_____ State of formation: _____

List all partners in your firm.

(Use this space. If you need additional space, you can attach a document)

☐ **Sole Proprietorship:** Date started: _____/_____/_____

List any firm(s) that you have been associated with as an owner, partner, or officer for the last five years. Do not include ownership of stock in a publicly traded company in your response to this question.

(Use this space. If you need additional space, you can attach a document)

☐ **Joint Venture:** Date formed: _____/_____/_____

(1) List each firm that is a member of the joint venture and (2) List the percentage of ownership the firm will have in the joint venture. **NOTE: Each member of the Joint Venture must complete a separate Questionnaire for the Joint Venture's submission to be considered a responsive bid.**

(Use this space. If you need additional space, you can attach a document)

C. OWNERSHIP AND NAME CHANGES

1. Is your firm a subsidiary, parent, holding company, or affiliate of another firm?

   ☐ **Yes** ☐ **No**

   If **Yes**, explain the relationship between your firm and the associated firm(s). Include information about an affiliated firm only if one firm owns 50% or more of another firm, or if an owner, partner or officer of your firm holds a similar position in another firm.

(Use this space. If you need additional space, you can attach a document)

2. Have any of your firm's owners, partners, or officers operated a similar business in the past five years?

☐ **Yes** ☐ **No**

If **Yes**, list the names and addresses of all such businesses, and the person who operated the business. Include information about a similar business only if an owner, partner or officer of your firm holds a similar position in another firm.

(Use this space. If you need additional space, you can attach a document)

3. Has your firm changed names in the past five years?

☐ **Yes** ☐ **No**

If **Yes**, list all prior names, addresses, and the dates they were used. Explain the reason for each name change in the last five years.

(Use this space. If you need additional space, you can attach a document)

4. Are any of your firm's contractor licenses held in the name of a corporation or partnership?

☐ **Yes** ☐ **No**

If **Yes**, list the name of the corporation or partnership that actually holds the license.

(Use this space. If you need additional space, you can attach a document)

D. FINANCIAL RESOURCES AND RESPONSIBILITY

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

☐ **Yes** ☐ **No**

If **Yes**, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

6. Is your firm now, or has it been at any time in the last five years, the debtor in a bankruptcy case?

☐ **Yes** ☐ **No**

If **Yes**, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

7. Is your firm in the process of, or in negotiations toward, being sold or dissolved?

☐ **Yes** ☐ **No**

If **Yes**, explain the circumstances.

(Use this space. If you need additional space, you can attach a document)

E. INSURANCE

8. In the past five years, has any bonding company made any payments to satisfy any claims made against a bond issued on your firm's behalf?

☐ **Yes** ☐ **No**

If **Yes**, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

9. Indicate the status of your firm's current workers' compensation insurance policy (check one):

☐ **Workers' Compensation Insurance Policy Currently in Effect**

☐ **Legally Self-Insured**

☐ **No Workers' Compensation Policy Currently in Effect***

*If you do not have a worker's compensation insurance policy currently in effect, and you are not legally self-insured, provide an explanation.

(Use this space. If you need additional space, you can attach a document)

10. List the Experience Modification Rate (EMR) issued to your firm annually by your workers' compensation insurance carrier for the last three years. Begin with the most recent year (YR 1) that an EMR rate was issued (EMR -1). If any of the rates for the three years is or was 1.00 or higher, provide an explanation below.

    YR. 1: ___ EMR-1: ___ YR 2: ___ EMR-2: ___ YR. 3: ___ EMR-3:

(Use this space. If you need additional space, you can attach a document)

11. Within the past five years, has your firm employed workers that were not covered under workers' compensation insurance or state approved self-insurance?

    ☐ **Yes** ☐ **No**

    If **Yes**, explain each instance. If No, attach a statement from your workers' compensation insurance provider that you have been continuously insured for the past five years.

(Use this space. If you need additional space, you can attach a document)

F. PERFORMANCE HISTORY

12. How many years has your firm been in operation? _____ Years.

13. Has your firm ever entered into any contract with the City of Los Angeles or any of its departments?

    ☐ Yes ☐ No

    If, **Yes**, list all contracts your firm has had with the City of Los Angeles for the last five (5) years. If your firm has had more than 10 contracts with the City of Los Angeles, then use the 10 most recent (and most similar) contracts. For each contract listed in response to this question, include: (a) entity name; (b) name of a contact and phone number; (c) purpose of contract; (d) total cost; (e) starting date; and (f) ending date.

(Use this space. If you need additional space, you can attach a document)

14. List all contracts that require similar work as the current bid/proposal in which your firm has had with any private or governmental entity (other than the City of Los Angeles) over the last five years. If your firm has had more than 10 contracts with similar work with any private or other governmental entities, then use the 10 more recent (and most similar) contracts. For each contract listed in response to this question,

include: (a) entity name; (b) name of a contact and phone number; (c) purpose of contract; (d) total cost; (e) starting date; and (f) ending date.

(Use this space. If you need additional space, you can attach a document)

15. In the past five years, has a governmental or private entity or individual terminated your firm's contract prior to its completion?

☐ **Yes** ☐ **No**

If **Yes**, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

16. In the past five years, has your firm previously hired a debarred subcontractor to perform work on a government contract?

☐ **Yes** ☐ **No**

If **Yes**, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

17A. In the past five years, has your firm been debarred or determined to be a non-responsible bidder or contractor?

☐ **Yes** ☐ **No**

If **Yes**, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

17B.. Has your firm ever received a Notice of Unsatisfactory Performance by the Bureau of Contract Administration pursuant to the City Contractor's Performance Evaluation Ordinance (LAAC Section 10.39)?

☐ **Yes** ☐ **No**

If **Yes**, please enter the date of the Notice(s).

G. DISPUTES

18A. In the past five years, has your firm been a defendant in a court case or other legal proceeding on a matter related to any of the following issues? For parts (a) and (b) below, check **Yes** even if the matter only proceeded to arbitration, mediation or other dispute resolution process. For part (c), check **Yes** only if the matter proceeded to court litigation, even if the case was later settled or dismissed.

(a) Payment to subcontractors?

☐ **Yes** ☐ **No**

(b) Work performance on a contract?

☐ **Yes** ☐ **No**

(c) Employment-related litigation brought by an employee?

☐ **Yes** ☐ **No**

18B. If you answer **Yes** to any of the questions below, explain the circumstances surrounding each instance. For each instance, you must include the following in your response: the name of the plaintiff(s), the specific cause(s) of action or claim(s), the original date of filing; and the disposition/current status.

(Use this space. If you need additional space, you can attach a document)

19. Does your firm have any outstanding judgments pending against it?

☐ **Yes** ☐ **No**

If **Yes,** explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

20. In the past five years, has your firm been assessed liquidated damages on a contract?

☐ **Yes** ☐ **No**

If **Yes**, explain the circumstances surrounding each instance and identify all the projects for which liquidated damages were assessed, the amount of liquidated damages assessed and paid, and the name and address of the project owner.

(Use this space. If you need additional space, you can attach a document)

H. COMPLIANCE

For the following questions, the term "owners" does not include stock owners in your firm if your firm is a publicly traded corporation.

21A. In the past five years, has your firm or any of its owners, partners or officers, ever been investigated, cited, assessed any penalties, or been found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed on page 12:

☐ **Yes** ☐ **No**

21B. If **Yes**, explain the circumstances surrounding each instance, including the governmental entity or entities that were involved, the dates of such instances, and the outcome.

(Use this space. If you need additional space, you can attach a document)

22. Within the past five years, has your firm, or any person employed by your firm, been investigated, found to have violated, cited, assessed any penalty, or been subject to any disciplinary action by a licensing agency for violation of any licensing law, rule or regulation?

☐ **Yes** ☐ **No**

If **Yes**, explain the circumstances surrounding each instance in the last five years.

(Use this space. If you need additional space, you can attach a document)

23. In the past five years, has your firm, any of its owners, partners, or officers, been penalized or given a letter of warning by the City of Los Angeles for failing to obtain authorization from the City for the substitution of a Minority-owned (MBE), Women-owned (WBE), or Other (OBE) business enterprise?

☐ **Yes** ☐ **No**

If **Yes**, explain the circumstances surrounding each instance in the last five years.

(Use this space. If you need additional space, you can attach a document)

24A. Provide the name(s), address(s) and telephone number(s) of the apprenticeship program sponsor(s) approved by the California Division of Apprenticeship Standards that will provide apprentices to your company for use on any public works projects that you are awarded by the City of Los Angeles.

(Use this space. If you need additional space, you can attach a document)

24B. Provide the name(s), address(s) and telephone number(s) of the apprenticeship program sponsor(s) approved by the California Division of Apprenticeship Standards that have provided apprentices to your company on any public works project on which your firm has participated within the last 3 years.

(Use this space. If you need additional space, you can attach a document)

I. BUSINESS INTEGRITY

For the following questions, the term "firm" includes any owner, partner, or officer in the firm. If your firm is a publicly traded corporation, the term "owner(s)" does not include its stock owners.

25A. For questions (a), (b), and (c) below, check **Yes** if the situation applies to your firm.

(a) Is a governmental entity or public utility currently investigating your firm for making a false claim or material misrepresentation?

☐ **Yes** ☐ **No**

(b) In the past five years, has a governmental entity or public utility alleged or determined that your firm made a false claim or material misrepresentation?

☐ **Yes** ☐ **No**

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

☐ **Yes** ☐ **No**

25B. If you check **Yes** to any of the three questions above, explain the circumstances surrounding each instance of a false claim or material misrepresentation.

(Use this space. If you need additional space, you can attach a document)

26. In the past five years, has your firm or any of its owners or officers been convicted of a crime involving the

bidding of a government contract, the awarding of a government contract, the performance of a government contract, or the crime of theft, fraud, embezzlement, perjury, or bribery?

☐ **Yes** ☐ **No**

If **Yes**, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

TERMS OF ACCEPTANCE AND SIGNATURE:

I certify under penalty of perjury under the laws of the State of California that I read and understand the questions contained in this questionnaire and the responses contained herein and on all Attachments. I further certify that I have provided full and complete answers to each question, and that all information provided in response to this Questionnaire is true and accurate to the best of my knowledge and belief.

Electronic Signature:

_____ _____

Signature *Date*

☐ I understand that checking this box constitutes a legal signature confirming that I acknowledge and agree to the above Terms of Acceptance.

Execution of document by E-signature. By clicking on the check box, it indicates an electronic signature. This is considered to be the legal equivalent of a manual or "wet" signature. Once signed electronically, this document is considered original and legally binding.

ATTACHMENT A: GOVERNMENTAL ENTITIES FOR QUESTION NO. 21A

Check **Yes** in response to Question No. 21A if your firm or any of its owners, partners or officers, have ever been investigated, cited, assessed any penalties, or found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed below (or any of its subdivisions), including but not limited to those examples specified below. The term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation. If you answered **Yes**, provide an explanation of the circumstances surrounding each instance, including the entity involved, the dates of such instances, and the outcome.

FEDERAL ENTITIES

Federal Department of Labor
- American with Disabilities Act
- Immigration Reform and Control Act
- Family Medical Leave Act
- Fair Labor Standards Act
- Davis-Bacon and laws covering wage requirements for federal government contract workers
- Migrant and Seasonal Agricultural Workers Protection Act
- Immigration and Naturalization Act
- Occupational Safety and Health Act
- anti-discrimination provisions applicable to government contractors and subcontractors
- whistleblower protection laws

Federal Department of Justice
- Civil Rights Act
- American with Disabilities Act
- Immigration Reform and Control Act of 1986
- bankruptcy fraud and abuse

Federal Department of Housing and Urban Development (HUD)
- anti-discrimination provisions in federally subsidized/assisted/sponsored housing programs
- prevailing wage requirements applicable to HUD related programs

Federal Environmental Protection Agency
- Environmental Protection Act

National Labor Relations Board
- National Labor Relations Act

Federal Equal Employment Opportunity Commission
- Civil Rights Act
- Equal Pay Act
- Age Discrimination in Employment Act
- Rehabilitation Act
- Americans with Disabilities Act

STATE ENTITIES

California's Department of Industrial Relations
- wage and labor standards, and licensing and registration
- occupational safety and health standards
- workers' compensation self insurance plans
- Workers' Compensation Act
- wage, hour, and working standards for apprentices
- any provision of the California Labor Code

California's Department of Fair Employment and Housing
- California Fair Employment and Housing Act
- Unruh Civil Rights Act
- Ralph Civil Rights Act

California Department of Consumer Affairs
- licensing, registration, and certification requirements
- occupational licensing requirements administered and/or enforced by any of the Department's boards, including the Contractor's State Licensing Board

California's Department of Justice

LOCAL ENTITIES

City of Los Angeles or any of its subdivisions for violations of any law, ordinance, code, rule, or regulation administered and/or enforced by the City, including any letters of warning or sanctions issued by the City of Los Angeles for an unauthorized substitution of subcontractors, or unauthorized reductions in dollar amounts subcontracted.

OTHERS

Any other federal, state, local governmental entity for violation of any other federal, state, or local law or regulation relating to wages, labor, or other terms and conditions of employment.

ATTACHMENT N

BUREAU OF ENGINEERING

LABOR LIST FORMS

City of Los Angeles
California

Department of Public Works
Bureau of Engineering

Instructions: Fill out the information in the blank cells below. Grey highlighted cells are fixed and cannot be changed. Write the 'contractor's name' and valid dates of the current Labor Rates and the date the document was 'printed' or saved for final transmittal to the City. Fill out the columns "Craft", "Employee Names", "Base Rate", "Vacation / Holiday", and "Benefits". If you need more space than provided, contact the Engineer: David Ventura by e-mail at David.Ventura@lacity.org or Yoobin Kim at Yoobin.Kim@lacity.org

CONTRACTOR'S NAME									
for									
valid through :									
							Print Date:		
							Prepared by:		
		A	B	C	D	E	LABOR RATES		
Craft	Emloyee Names	Prevailing Wage per DIR-DLSR			Payroll	Work Comp	Straight Time	Overtime	Double Time
		Base Rate	Vacation / Holiday	Benefits less "B"	Taxes 8.65%	Gen Liability 13.00%	RATE	RATE	RATE
					(A+B) x 8.65%	(A+B) x 13%	A+B+C+D+E	1.5 x (A+B+D+E)+C	2.0 x (A+B+D+E)+C

CONTRACTOR'S NAME

for

valid through :

Print Date:

Prepared by:

		A	B	C	D	E	LABOR RATES		
Craft	Emloyee Names	Prevailing Wage per DIR-DLSR			Payroll	Work Comp	Straight Time	Overtime	Double Time
		Base Rate	Vacation / Holiday	Benefits less "B"	Taxes 8.65%	Gen Liability 13.00%	RATE	RATE	RATE
					(A+B) x 8.65%	(A+B) x 13%	A+B+C+D+E	1.5 x (A+B+D+E)+C	2.0 x (A+B+D+E)+C

CONTRACTOR'S NAME

for

valid through :

Print Date:

Prepared by:

		A	B	C	D	E	LABOR RATES		
Craft	Emloyee Names	Prevailing Wage per DIR-DLSR			Payroll	Work Comp	Straight Time	Overtime	Double Time
		Base Rate	Vacation / Holiday	Benefits less "B"	Taxes 8.65%	Gen Liability 13.00%	RATE	RATE	RATE
					(A+B) x 8.65%	(A+B) x 13%	A+B+C+D+E	1.5 x (A+B+D+E)+C	2.0 x (A+B+D+E)+C

CONTRACTOR'S NAME

for

valid through :

Print Date:

Prepared by:

		A	B	C	D	E	LABOR RATES		
Craft	Emloyee Names	Prevailing Wage per DIR-DLSR			Payroll	Work Comp	Straight Time	Overtime	Double Time
		Base Rate	Vacation / Holiday	Benefits less "B"	Taxes 8.65%	Gen Liability 13.00%	RATE	RATE	RATE
					(A+B) x 8.65%	(A+B) x 13%	A+B+C+D+E	1.5 x (A+B+D+E)+C	2.0 x (A+B+D+E)+C

ATTACHMENT O

BUREAU OF ENGINEERING

EQUIPMENT LIST FORMS

City of Los Angeles
California

Department of Public Works
Bureau of Engineering

Instructions: Fill out all of the columns as they apply to individual Equipment.

Equipment List

for (Name of Contractor)

Publication: CALTRANS (**Valid Dates**)

Prepared By:

Date:

	EQUIPMENT	Unit	Page#	Class	Make	Code	Notes
sample	CAT 420D w/backhoe	hr	17	LDRRT	CAT	1861M	

ATTACHMENT P

BUREAU OF ENGINEERING

RAPID PEDESTRIAN REPAIR PROGRAM SERIAL NO 1 (RPFRP1) BID ITEM EVALUATION WORKBOOK

City of Los Angeles
California

Department of Public Works
Bureau of Engineering

ENGINEERING
CITY OF LOS ANGELES

RAPID PEDESTRIAN FACILITY REPAIR - SCHEDULE OF WORK AND PRICES

MOBILIZATION & DEMOBILIZATION		UNIT PRICE	UNIT PRICE x FACTOR
MOBILIZATION & DEMOBILIZATION			$ -

DESIGN	UNIT PRICE	UNIT PRICE x FACTOR
3D DESIGN, UNI-DIRECTIONAL CURB RAMP		$ -
3D DESIGN, BI-DIRECTIONAL CURB RAMP		$ -
3D DESIGN, MID-BLOCK CURB RAMP		$ -
3D DESIGN, DRIVEWAY APRON		$ -
3D DESIGN, ALLEY INTERSECTIONS		$ -
TRAFFIC CONTROL	UNIT PRICE	UNIT PRICE x FACTOR
LOCAL STANDARD, LOCAL LIMITED, INDUSTRIAL LOCAL, HILLSIDE LOCAL, HILLSIDE LIMITED STANDARD (LESS THAN 350 SF)		$ -
LOCAL STANDARD, LOCAL LIMITED, INDUSTRIAL LOCAL, HILLSIDE LOCAL, HILLSIDE LIMITED STANDARD (351 SF - 1,750 SF)		$ -
LOCAL STANDARD, LOCAL LIMITED, INDUSTRIAL LOCAL, HILLSIDE LOCAL, HILLSIDE LIMITED STANDARD (OVER 1,751 SF)		$ -
COLLECTOR STREET, INDUSTRIAL COLLECTOR STREET, HILLSIDE COLLECTOR (LESS THAN 350 SF)		$ -
COLLECTOR STREET, INDUSTRIAL COLLECTOR STREET, HILLSIDE COLLECTOR (351 SF - 1,750 SF)		$ -
COLLECTOR STREET, INDUSTRIAL COLLECTOR STREET, HILLSIDE COLLECTOR (OVER 1,751 SF)		$ -
PEDESTRIAN WALKWAY, SHARED STREET, ACCESS ROADWAY, ONE-WAY SERVICE ROAD - ADJOINING ARTERIAL STREETS, BI-DIRECTIONAL SERVICE ROAD - ADJOINING ARTERIAL STREETS (LESS THAN 350 SF)		$ -
PEDESTRIAN WALKWAY, SHARED STREET, ACCESS ROADWAY, ONE-WAY SERVICE ROAD - ADJOINING ARTERIAL STREETS, BI-DIRECTIONAL SERVICE ROAD - ADJOINING ARTERIAL STREETS (351 SF - 1,750 SF)		$ -
PEDESTRIAN WALKWAY, SHARED STREET, ACCESS ROADWAY, ONE-WAY SERVICE ROAD - ADJOINING ARTERIAL STREETS, BI-DIRECTIONAL SERVICE ROAD - ADJOINING ARTERIAL STREETS (OVER 1,751 SF)		$ -
BOULEVARD I, BOULEVARD II, AVENUE I, AVENUE II, (100/70), AVENUE III (LESS THAN 350 SF)		$ -
BOULEVARD I, BOULEVARD II, AVENUE I, AVENUE II, (100/70), AVENUE III (351 SF - 1,750 SF)		$ -
BOULEVARD I, BOULEVARD II, AVENUE I, AVENUE II, (100/70), AVENUE III (OVER 1,751 SF)		$ -
TRAFFIC CONTROL PLAN DESIGN AND PROCUREMENT	UNIT PRICE	UNIT PRICE x FACTOR
TRAFFIC CONTROL PLAN DESIGN AND PROCUREMENT - LOCAL STANDARD, LOCAL LIMITED, INDUSTRIAL LOCAL, HILLSIDE LOCAL, HILLSIDE LIMITED		$ -
TRAFFIC CONTROL PLAN DESIGN AND PROCUREMENT- COLLECTOR STREET, INDUSTRIAL COLLECTOR STREET, HILLSIDE COLLECTOR		$ -
TRAFFIC CONTROL PLAN DESIGN AND PROCUREMENT- PEDESTRIAN WALKWAY, SHARED STREET, ACCESS ROADWAY, ONE-WAY SERVICE ROAD -		$ -
TRAFFIC CONTROL PLAN DESIGN AND PROCUREMENT- BOULEVARD I, BOULEVARD II, AVENUE I, AVENUE II, (100/70), AVENUE III		$ -

REMOVALS	UNIT PRICE	UNIT PRICE x FACTOR
REMOVE, AC PAVEMENT 6-INCH THICK		$ -
REMOVE, AC PAVEMENT 8-INCH THICK		$ -
REMOVE, PCC PAVEMENT 6-INCH THICK		$ -
REMOVE, PCC PAVEMENT UP TO 8-INCH THICK		$ -
REMOVE, PCC PAVEMENT UP TO 12-INCH THICK		$ -
REMOVE, SIDEWALK UP TO 6-INCH		$ -
REMOVE, SIDEWALK UP TO 10-INCH		$ -
REMOVE, CONCRETE CURB		$ -
REMOVE, CONCRETE CURB & GUTTER		$ -
REMOVE, CONCRETE CROSS/LONGITUDINAL GUTTER		$ -
REMOVE, CONCRETE CROSS GUTTER SPANDREL		$ -
REMOVE, CONCRETE DRIVEWAY UP TO 6-INCH THICK		$ -
REMOVE, CONCRETE DRIVEWAY UP TO 10-INCH THICK		$ -

REMOVE, CONCRETE ALLEY		$ -
REMOVE, CONCRETE BUS PAD (S-433-1)		$ -
REMOVE, EXCAVATION		$ -

CONSTRUCTION	UNIT PRICE	UNIT PRICE x FACTOR
CONSTRUCT, CONCRETE CURB		$ -
CONSTRUCT, CONCRETE CURB & GUTTER		$ -
CONSTRUCT, CONCRETE CROSS/LONGITUDINAL GUTTER		$ -
CONSTRUCT, CONCRETE CROSS GUTTER SPANDREL		$ -
CONSTRUCT, UNI-DIRECTIONAL CURB RAMP		$ -
CONSTRUCT, BI-DIRECTIONAL CURB RAMP		$ -
CONSTRUCT, MID-BLOCK CURB RAMP		$ -
CONSTRUCT, CONCRETE SIDEWALK UP TO 6-INCH (LESS THAN 850 SF)		$ -
CONSTRUCT, CONCRETE SIDEWALK UP TO 10-INCH (LESS THAN 850 SF)		$ -
CONSTRUCT, CONCRETE SIDEWALK EARLY HIGH STRENGTH UP TO 6-INCH (LESS THAN 850 SF)		$ -
CONSTRUCT, CONCRETE SIDEWALK EARLY HIGH STRENGTH UP TO 10-INCH (LESS THAN 850 SF)		$ -
CONSTRUCT, PATTERNED / DECORATIVE / BRICK SIDEWALK UP TO 6-INCH (LESS THAN 850 SF)		$ -
CONSTRUCT, PATTERNED / DECORATIVE / BRICK SIDEWALK UP TO 10-INCH (LESS THAN 850 SF)		$ -
CONSTRUCT, CONCRETE SIDEWALK UP TO 6-INCH (GREATER THAN 850 SF)		$ -
CONSTRUCT, CONCRETE SIDEWALK UP TO 10-INCH (GREATER THAN 850 SF)		$ -
CONSTRUCT, CONCRETE SIDEWALK EARLY HIGH STRENGTH UP TO 6-INCH (GREATER THAN 850 SF)		$ -
CONSTRUCT, CONCRETE SIDEWALK EARLY HIGH STRENGTH UP TO 10-INCH (GREATER THAN 850 SF)		$ -
CONSTRUCT, PATTERNED / DECORATIVE / BRICK SIDEWALK UP TO 6-INCH (GREATER THAN 850 SF)		$ -
CONSTRUCT, PATTERNED / DECORATIVE / BRICK SIDEWALK UP TO 10-INCH (GREATER THAN 850 SF)		$ -
CONSTRUCT, CONCRETE DRIVEWAY UP TO 6-INCH (LESS THAN 850 SF)		$ -
CONSTRUCT, CONCRETE DRIVEWAY UP TO 10-INCH (LESS THAN 850 SF)		$ -
CONSTRUCT, CONCRETE DRIVEWAY EARLY HIGH STRENGTH UP TO 6-INCH (LESS THAN 850 SF)		$ -
CONSTRUCT, CONCRETE DRIVEWAY EARLY HIGH STRENGTH UP TO 10-INCH (LESS THAN 850 SF)		$ -
CONSTRUCT, CONCRETE DRIVEWAY UP TO 6-INCH (GREATER THAN 850 SF)		$ -
CONSTRUCT, CONCRETE DRIVEWAY UP TO 10-INCH (GREATER THAN 850 SF)		$ -
CONSTRUCT, CONCRETE DRIVEWAY EARLY HIGH STRENGTH UP TO 6-INCH (GREATER THAN 850 SF)		$ -
CONSTRUCT, CONCRETE DRIVEWAY EARLY HIGH STRENGTH UP TO 10-INCH (GREATER THAN 850 SF)		$ -
CONSTRUCT, AC PAVEMENT, 6-INCH THICK AC PG64-10 (50 BLOWS)		$ -
CONSTRUCT, AC PAVEMENT, 8-INCH THICK AC PG64-10 (50 BLOWS)		$ -
CONSTRUCT, AC PAVEMENT, 6-INCH THICK AC PG70-10 (75 BLOWS)		$ -
CONSTRUCT, AC PAVEMENT, 8-INCH THICK AC PG70-10 (75 BLOWS)		$ -
CONSTRUCT, PCC PAVEMENT, 6-INCH THICK		$ -
CONSTRUCT, PCC PAVEMENT UP TO 8-INCH THICK		$ -
CONSTRUCT, PCC PAVEMENT UP TO 12-INCH THICK		$ -
CONSTRUCT, RETAINING CURB		$ -
CONSTRUCT, CONCRETE BUS PAD		$ -
CONSTRUCT, INSTALL JOINT TIE BAR (S-430-1)		$ -
CONSTRUCT, INSTALL UNTREATED BASE MATERIAL		$ -

UTILITIES	UNIT PRICE	UNIT PRICE x FACTOR
ADJUST, UTILITY MAINTENANCE HOLE TO GRADE		$ -
ADJUST, UTILITY VAULT TO GRADE		$ -

ADJUST, UTILITY PULLBOX TO GRADE		$ -
FURNISH & INSTALL, STREET LIGHTING PULLBOX WITH LID (COMPOSITE TYPE 2)		$ -
FURNISH & INSTALL, STREET LIGHTING PULLBOX WITH LID (COMPOSITE TYPE 3)		$ -
FURNISH & INSTALL, TRAFFIC SIGNAL PULLBOX WITH LID (COMPOSITE TYPE 2)		$ -
FURNISH & INSTALL, TRAFFIC, SIGNAL PULLBOX WITH LID(COMPOSITE TYPE 3)		$ -
ADJUST, WATER / GAS METER / VENT TO GRADE		$ -
ADJUST, GAS VALVE TO GRADE		$ -
REMOVE AND REPLACE CATCH BASIN LID PER STD S-343-1 (CASE 1)		$ -
PAINT THERMOPLASTIC "NO DUMPING" 12X12		$ -
FURNISH & INSTALL, 4-INCH DIAMETER SCHEDULE 80 PVC PIPE		$ -
FURNISH & INSTALL, 6-INCH DIAMETER SCHEDULE 80 PVC PIPE		$ -
FURNISH & INSTALL, RECTANGULAR METAL PIPE		$ -
FURNISH & INSTALL, METER BOX WITH STEEL LID (NO 2)		$ -
FURNISH & INSTALL, METER BOX WITH STEEL LID (NO 3)		$ -
FURNISH & INSTALL, 6-INCH DIAMETER CONCRETE VALVE		$ -

LANDSCAPING MOBILIZATION	UNIT PRICE	UNIT PRICE x FACTOR
MOBILIZATION & DEMOBILZATION - TREE WORK		$ -
LANDSCAPING	UNIT PRICE	UNIT PRICE x FACTOR
TREE & STUMP REMOVAL (6 TO 24 INCHES DIAMETER)		$ -
TREE & STUMP REMOVAL (OVER 24 INCHES DIAMETER)		$ -
FURNISH & PLANT, 24-INCH BOX SIZE TREE		$ -
TREE ROOT PRUNING / SHAVING (PER TREE)		$ -
TREE CANOPY PRUNING (PER TREE)		$ -
INSTALL ROOT CONTROL BARRIER		$ -
FURNISH AND INSTALL, TOP SOIL		$ -

MISCELLANEOUS	UNIT PRICE	UNIT PRICE x FACTOR
TEMPORARY DRAINAGE INLET PROTECTION		$ -
FURNISH & INSTALL, PEDESTRIAN PIPE GUARDRAIL / HANDRAIL (S-463-3 A-1)		$ -
FURNISH & INSTALL, PEDESTRIAN PIPE GUARDRAIL / HANDRAIL (S-463-3 A-2)		$ -
FURNISH & INSTALL, PEDESTRIAN PIPE GUARDRAIL / HANDRAIL (S-463-3 B-1)		$ -
FURNISH & INSTALL, PEDESTRIAN PIPE GUARDRAIL / HANDRAIL (S-463-3 C-1)		$ -
FURNISH & INSTALL, PEDESTRIAN PIPE GUARDRAIL / HANDRAIL (S-463-3 C-2)		$ -
INSTALL COMPLIANT BIKE RACK (S-671-2)		$ -
REMOVE AND REPLACE BIKE RACK		$ -
REMOVE & REINSTALL, STREET SIGN		$ -
REMOVE & REINSTALL, NEWSPAPER DISPENSER / TRASH BIN		$ -
RIGHT OF ENTRY COORDINATION		$ -

	A	B	C	D	E	F	G	H
1		DISTRIBUTION OF WORK CALCULATION SHEET (FACTORS)						
2								
3	TOTAL SQUARE FOOTAGE OF SIDEWALK REPAIR:		200,000	SQFT	450	APPROX NO. OF SITES		
4								TOTAL
5								
6	MOBILIZATION							
7		TYPE OF WORK		% OF WORK	200,000 SF x % OF WORK (EA)			
8		MOBILIZATION & DEMOBILZATION		0.10%	200.00	EA		200.00
9	DESIGN							
10		TYPE OF WORK		% OF WORK	200,000 SF x % OF WORK (EA)			
11	3D DESIGN, UNI-DIRECTIONAL CURB RAMP			0.04%	80.00	EA		80.00
12	3D DESIGN, BI-DIRECTIONAL CURB RAMP			0.04%	80.00	EA		80.00
13	3D DESIGN, MID-BLOCK CURB RAMP			0.04%	80.00	EA		80.00
14	3D DESIGN, DRIVEWAY APRON			0.02%	40.00	EA		40.00
15	3D DESIGN, ALLEY INTERSECTIONS			0.02%	40.00	EA		40.00
16	STREET TYPES / TRAFFIC CONTROL							
17	TRAFFIC CONTROL: TYPE OF STREET					% OF WORK	450 SITES x % OF WORK (EA)	TOTAL
18	LOCAL STANDARD, LOCAL LIMITED, INDUSTRIAL LOCAL, HILLSIDE LOCAL, HILLSIDE LIMITED STANDARD (LESS THAN 350 SF)					15.41%	69.35	69.35
19	LOCAL STANDARD, LOCAL LIMITED, INDUSTRIAL LOCAL, HILLSIDE LOCAL, HILLSIDE LIMITED STANDARD (351 SF - 1,750 SF)					25.27%	113.72	113.72
20	LOCAL STANDARD, LOCAL LIMITED, INDUSTRIAL LOCAL, HILLSIDE LOCAL, HILLSIDE LIMITED STANDARD (OVER 1,751 SF)					17.30%	77.85	77.85
21	COLLECTOR STREET, INDUSTRIAL COLLECTOR STREET, HILLSIDE COLLECTOR (LESS THAN 350 SF)					4.03%	18.14	18.14
22	COLLECTOR STREET, INDUSTRIAL COLLECTOR STREET, HILLSIDE COLLECTOR (351 SF - 1,750 SF)					6.61%	29.75	29.75
23	COLLECTOR STREET, INDUSTRIAL COLLECTOR STREET, HILLSIDE COLLECTOR (OVER 1,751 SF)					4.52%	20.34	20.34
24	PEDESTRIAN WALKWAY, SHARED STREET, ACCESS ROADWAY, ONE-WAY SERVICE ROAD - ADJOINING ARTERIAL STREETS, BI-DIRECTIONAL SERVICE ROAD - ADJOINING ARTERIAL STREETS (LESS THAN 350 SF)					1.11%	5.00	5.00
25	PEDESTRIAN WALKWAY, SHARED STREET, ACCESS ROADWAY, ONE-WAY SERVICE ROAD - ADJOINING ARTERIAL STREETS, BI-DIRECTIONAL SERVICE ROAD - ADJOINING ARTERIAL STREETS (351 SF - 1,750 SF)					1.82%	8.19	8.19
26	PEDESTRIAN WALKWAY, SHARED STREET, ACCESS ROADWAY, ONE-WAY SERVICE ROAD - ADJOINING ARTERIAL STREETS, BI-DIRECTIONAL SERVICE ROAD - ADJOINING ARTERIAL STREETS (OVER 1,751 SF)					1.24%	5.58	5.58
27	BOULEVARD I, BOULEVARD II, AVENUE I, AVENUE II, (100/70), AVENUE III (LESS THAN 350 SF)					5.37%	24.17	24.17
28	BOULEVARD I, BOULEVARD II, AVENUE I, AVENUE II, (100/70), AVENUE III (351 SF - 1,750 SF)					8.80%	39.60	39.60
29	BOULEVARD I, BOULEVARD II, AVENUE I, AVENUE II, (100/70), AVENUE III (OVER 1,751 SF)					6.02%	27.09	27.09
30								
31	TRAFFIC CONTROL PLAN DESIGN AND PROCUREMENT					2.50%	11.25	11.25
32						100.0%	450.00	450.00
33								

	A	B	C	D	E	F	G	H
34	TRAFFIC CONTROL PLAN DESIGN AND PROCUREMENT: TYPE OF STREET					% OF WORK	11.25 SITES x % OF WORK (EA)	TOTAL
35	TRAFFIC CONTROL PLAN DESIGN AND PROCUREMENT - LOCAL STANDARD, LOCAL LIMITED, INDUSTRIAL LOCAL, HILLSIDE LOCAL, HILLSIDE LIMITED STANDARD					1.49%	6.69	6.69
36	TRAFFIC CONTROL PLAN DESIGN AND PROCUREMENT- COLLECTOR STREET, INDUSTRIAL COLLECTOR STREET, HILLSIDE COLLECTOR					0.39%	1.75	1.75
37	TRAFFIC CONTROL PLAN DESIGN AND PROCUREMENT- PEDESTRIAN WALKWAY, SHARED STREET, ACCESS ROADWAY, ONE-WAY SERVICE ROAD - ADJOINING ARTERIAL STREETS, BI-DIRECTIONAL SERVICE ROAD - ADJOINING ARTERIAL STREETS					0.11%	0.48	0.48
38	TRAFFIC CONTROL PLAN DESIGN AND PROCUREMENT- BOULEVARD I, BOULEVARD II, AVENUE I, AVENUE II, (100/70), AVENUE III					0.52%	2.33	2.33
39						2.50%	11.25	11.25
40	REMOVALS							
41			ALL AC PAVEMENT REMOVAL	13.82%	27,640.00	SF		27,640.00
42	REMOVE, ASPHALT CONCRETE PAVEMENT (6" - 8")		TYPE OF SURFACE	% OF ALL WORK	200,000 LF x % OF ALL WORK x COLUMN D (SF)			TOTAL
43		REMOVE, AC PAVEMENT 6-INCH THICK		83.00%	22,941.20			22,941.20
44		REMOVE, AC PAVEMENT 8-INCH THICK		17.00%	4,698.80			4,698.80
45				100.0%	27,640.00			27,640.00
46			ALL PCC REMOVALS	1.88%	3,760.00	SF		3,760.00
47	REMOVE, PCC PAVEMENT (6"- 12")		TYPE OF SURFACE	% OF ALL WORK	200,000 LF x % OF ALL WORK x COLUMN D (SF)			TOTAL
48		REMOVE, PCC PAVEMENT 6-INCH THICK		90.00%	3,384.00			3,384.00
49		REMOVE, PCC PAVEMENT UP TO 8-INCH THICK		7.00%	263.20			263.20
50		REMOVE, PCC PAVEMENT UP TO 12-INCH THICK		3.00%	112.80			112.80
51				100.00%	3,760.00			3,760.00
52			ALL SIDEWALK REMOVALS	85.52%	171,040.00	SF		
53	REMOVE, SIDEWALK		TYPE OF SURFACE		200,000 LF x % OF ALL WORK x COLUMN D (SF)			TOTAL
54		REMOVE, SIDEWALK UP TO 6-INCH		95.0%	162,488.00			162,488.00
55		REMOVE, SIDEWALK UP TO 10-INCH		5.0%	8,552.00			8,552.00
56				100.00%	171,040.00			171,040.00

	A	B	C	D	E	F	G	H
57			ALL CONCRETE CURB REMOVALS	1.34%	2,680.00	LF		171,040.00
58	REMOVE, CONCRETE CURB		TYPE OF SURFACE	% OF WORK	200,000 LF x % OF ALL WORK x COLUMN D (LF)			TOTAL
59		REMOVE, CONCRETE CURB		100%	2,680.00			2,680.00
60				100%	2,680.00			2,680.00
61			ALL CONCRETE CURB REMOVALS	3.11%	6,220.00	LF		6,220.00
62	REMOVE, CONCRETE CURB & GUTTER		TYPE OF SURFACE	% OF WORK	200,000 LF x % OF ALL WORK x COLUMN D (LF)			TOTAL
63		REMOVE, CONCRETE CURB & GUTTER		100%	6,220.00			6,220.00
64				100%	6,220.00			6,220.00
65		ALL CROSS/LONG. GUTTER REMOVALS		0.17%	340.00	LF		340.00
66	REMOVE, CONCRETE CROSS/LONGITUDINAL GUTTER		TYPE OF SURFACE	% OF WORK	200,000 LF x % OF ALL WORK x COLUMN D (LF)			TOTAL
67		REMOVE, CONCRETE CROSS/LONGITUDINAL GUTTER		100%	340.00			340.00
68				100%	340.00			340.00
69		ALL CONC. CROSS GUTTER SPANDREL REMOVALS		0.94%	1,880.00	SF		1,880.00
70	REMOVE, CONCRETE CROSS GUTTER SPANDREL		TYPE OF SURFACE	% OF WORK	200,000 LF x % OF ALL WORK x COLUMN D (SF)			TOTAL
71		REMOVE, CONCRETE CROSS GUTTER SPANDREL		100%	1,880.00			1,880.00
72				100%	1,880.00			1,880.00
73		ALL CONCRETE DRIVEWAY REMOVALS		17.35%	34,700.00	SF		34,700.00
74	REMOVE, CONCRETE DRIVEWAY		TYPE OF SURFACE	% OF WORK	200,000 LF x % OF ALL WORK x COLUMN D (SF)			TOTAL
75		REMOVE, CONCRETE DRIVEWAY UP TO 6-INCH THICK		70%	24,290.00			24,290.00
76		REMOVE, CONCRETE DRIVEWAY UP TO 10-INCH THICK		30%	10,410.00			10,410.00
77				100%	34,700.00			34,700.00
78		ALL CONCRETE ALLEY REMOVALS		1.08%	2,160.00	SF		2,160.00
79	REMOVE, CONCRETE ALLEY		TYPE OF SURFACE	% OF WORK	200,000 LF x % OF ALL WORK x COLUMN D (SF)			TOTAL
80		REMOVE, CONCRETE ALLEY		100%	2,160.00			2,160.00
81				100%	2,160.00			2,160.00

	A	B	C	D	E	F	G	H
82			ALL BUS PAD REMOVALS	0.02%	40.00	SF		40.00
83	REMOVE, BUS PAD (S-433-1)		TYPE OF SURFACE	% OF WORK	200,000 LF x % OF ALL WORK x COLUMN D (SF)			TOTAL
84		REMOVE, CONCRETE BUS PAD (S-433-1)		100%	40.00			40.00
85				100%	40.00			40.00
86			ALL EXCAVATION	1.75%	3,500.00	CY		3,500.00
87	EXCAVATION		TYPE OF SURFACE	% OF WORK	200,000 LF x % OF ALL WORK x COLUMN D (CY)			TOTAL
88			REMOVE, EXCAVATION	100%	3,500.00			3,500.00
89				100%	3,500.00			3,500.00
90	CONSTRUCTION							
91			ALL CONCRETE CURB CONSTRUCTION	1.81%	3,620.00	LF		3,620.00
92	CONSTRUCT, CONCRETE CURB		TYPE OF SURFACE	% OF ALL WORK	200,000 LF x % OF ALL WORK x COLUMN D (LF)			TOTAL
93			CONSTRUCT, CONCRETE CURB	100.00%	3,620.00			3,620.00
94				100.0%	3,620.00			3,620.00
95			ALL CONCRETE CURB & GUTTER CONSTRUCTION	2.84%	5,680.00	LF		5,680.00
96	CONSTRUCT, CONCRETE CURB & GUTTER		TYPE OF SURFACE	% OF ALL WORK	200,000 LF x % OF ALL WORK x COLUMN D (LF)			TOTAL
97			CONSTRUCT, CONCRETE CURB & GUTTER	100.00%	5,680.00			5,680.00
98				100.0%	5,680.00			5,680.00
99			ALL CONCRETE CROSS/LONGITUDIANAL GUTTER CONSTRUCTION	0.18%	360.00	LF		360.00
100	CONSTRUCT, CONCRETE CROSS/LONGITUDINAL GUTTER		TYPE OF SURFACE	% OF ALL WORK	200,000 LF x % OF ALL WORK x COLUMN D (LF)			TOTAL
101			CONSTRUCT, CONCRETE CROSS/LONGITUDINAL GUTTER	100.00%	360.00			360.00
102				100.0%	360.00			360.00
103			ALL CONCRETE CROSS GUTTER SPANDREL CONSTRUCTION	1.21%	2,420.00	SF		2,420.00
104	CONSTRUCT, CONCRETE CROSS GUTTER SPANDREL		TYPE OF SURFACE	% OF ALL WORK	200,000 LF x % OF ALL WORK x COLUMN D (SF)			TOTAL
105			CONSTRUCT, CONCRETE CROSS GUTTER SPANDREL	100.00%	2,420.00			2,420.00
106				100.0%	2,420.00			2,420.00

	A	B	C	D	E	F	G	H
107		ALL CURB RAMP (INCLUDING DWS) CONSTRUCTION		0.50%	1,000.00	EA		1,000.00
108	CONSTRUCT, CURB RAMP (INCLUDING DWS)		TYPE OF RAMP	% OF ALL WORK	200,000 LF x % OF ALL WORK x COLUMN D (EA)			TOTAL
109		CONSTRUCT, UNI-DIRECTIONAL CURB RAMP		30.00%	300.00			300.00
110		CONSTRUCT, BI-DIRECTIONAL CURB RAMP		55.00%	550.00			550.00
111		CONSTRUCT, MID-BLOCK CURB RAMP		15.00%	150.00			150.00
112				100.0%	1,000.00			1,000.00
113		ALL SIDEWALK CONSTRUCTION		100.00%	200,000.00	SF		200,000.00
114		ALL SIDEWALK CONSTRUCTION < 850 SQ FT		20.00%	40,000.00	SF		40,000.00
115	CONSTRUCT, SIDEWALK LESS THAN 850 SF		TYPE OF SIDEWALK	% OF ALL WORK	200,000 LF x % OF ALL WORK x COLUMN D (SF)			TOTAL
116		CONSTRUCT, CONCRETE SIDEWALK UP TO 6-INCH (LESS THAN 850 SF)		87.00%	34,800.00			34,800.00
117		CONSTRUCT, CONCRETE SIDEWALK UP TO 10-INCH (LESS THAN 850 SF)		10.00%	4,000.00			4,000.00
118		CONSTRUCT, CONCRETE SIDEWALK EARLY HIGH STRENGTH UP TO 6-INCH (LESS THAN 850 SF)		1.80%	720.00			720.00
119		CONSTRUCT, CONCRETE SIDEWALK EARLY HIGH STRENGTH UP TO 10-INCH (LESS THAN 850 SF)		0.20%	80.00			80.00
120		CONSTRUCT, PATTERNED / DECORATIVE / BRICK SIDEWALK UP TO 6-INCH (LESS THAN 850 SF)		0.90%	360.00			360.00
121		CONSTRUCT, PATTERNED / DECORATIVE / BRICK SIDEWALK UP TO 10-INCH (LESS THAN 850 SF)		0.10%	40.00			40.00
122				100.0%	40,000.00			40,000.00
123		ALL SIDEWALK CONSTRUCTION > 850 SQ FT		80.00%	160,000.00	SF		160,000.00
124	CONSTRUCT, SIDEWALK GREATER THAN 850 SF		TYPE OF SIDEWALK	% OF ALL WORK	200,000 LF x % OF ALL WORK x COLUMN D (SF)			TOTAL
125		CONSTRUCT, CONCRETE SIDEWALK UP TO 6-INCH (GREATER THAN 850 SF)		87.00%	139,200.00			139,200.00
126		CONSTRUCT, CONCRETE SIDEWALK UP TO 10-INCH (GREATER THAN 850 SF)		10.00%	16,000.00			16,000.00
127		CONSTRUCT, CONCRETE SIDEWALK EARLY HIGH STRENGTH UP TO 6-INCH (GREATER THAN 850 SF)		1.80%	2,880.00			2,880.00
128		CONSTRUCT, CONCRETE SIDEWALK EARLY HIGH STRENGTH UP TO 10-INCH (GREATER THAN 850 SF)		0.20%	320.00			320.00
129		CONSTRUCT, PATTERNED / DECORATIVE / BRICK SIDEWALK UP TO 6-INCH (GREATER THAN 850 SF)		0.90%	1,440.00			1,440.00
130		CONSTRUCT, PATTERNED / DECORATIVE / BRICK SIDEWALK UP TO 10-INCH (GREATER THAN 850 SF)		0.10%	160.00			160.00
131				100.0%	160,000.00			160,000.00

	A	B	C	D	E	F	G	H
132			ALL DRIVEWAY CONSTRUCTION	100.00%	200,000.00	SF		200,000.00
133			ALL DRIVEWAY CONSTRUCTION < 850 SQ FT	20.00%	40,000.00	SF		40,000.00
134	CONSTRUCT, DRIVEWAY LESS THAN 850 SF		TYPE OF DRIVEWAY	% OF ALL WORK	200,000 LF x % OF ALL WORK x COLUMN D (SF)			TOTAL
135			CONSTRUCT, CONCRETE DRIVEWAY UP TO 6-INCH (LESS THAN 850 SF)	70.00%	28,000.00			28,000.00
136			CONSTRUCT, CONCRETE DRIVEWAY UP TO 10-INCH (LESS THAN 850 SF)	24.00%	9,600.00			9,600.00
137			CONSTRUCT, CONCRETE DRIVEWAY EARLY HIGH STRENGTH UP TO 6-INCH (LESS THAN 850 SF)	2.00%	800.00			800.00
138			CONSTRUCT, CONCRETE DRIVEWAY EARLY HIGH STRENGTH UP TO 10-INCH (LESS THAN 850 SF)	4.00%	1,600.00			1,600.00
139				100.0%	40,000.00			40,000.00
140			ALL DRIVEWAY CONSTRUCTION	100.00%	200,000.00	SF		200,000.00
141			ALL DRIVEWAY CONSTRUCTION > 850 SQ FT	80.00%	160,000.00	SF		160,000.00
142	CONSTRUCT, DRIVEWAY GREATER THAN 850 SF		TYPE OF DRIVEWAY	% OF ALL WORK	200,000 LF x % OF ALL WORK x COLUMN D (SF)			TOTAL
143			CONSTRUCT, CONCRETE DRIVEWAY UP TO 6-INCH (GREATER THAN 850 SF)	70.00%	112,000.00			112,000.00
144			CONSTRUCT, CONCRETE DRIVEWAY UP TO 10-INCH (GREATER THAN 850 SF)	24.00%	38,400.00			38,400.00
145			CONSTRUCT, CONCRETE DRIVEWAY EARLY HIGH STRENGTH UP TO 6-INCH (GREATER THAN 850 SF)	2.00%	3,200.00			3,200.00
146			CONSTRUCT, CONCRETE DRIVEWAY EARLY HIGH STRENGTH UP TO 10-INCH (GREATER THAN 850 SF)	4.00%	6,400.00			6,400.00
147				100.0%	160,000.00			160,000.00
148			ALL AC PAVEMENT CONSTRUCTION	11.90%	23,800.00	SF		23,800.00
149	CONSTRUCT, AC PAVEMENT		TYPE OF PAVEMENT	% OF ALL WORK	200,000 LF x % OF ALL WORK x COLUMN D (SF)			TOTAL
150			CONSTRUCT, AC PAVEMENT, 6-INCH THICK AC PG64-10 (50 BLOWS)	25.00%	5,950.00			5,950.00
151			CONSTRUCT, AC PAVEMENT, 8-INCH THICK AC PG64-10 (50 BLOWS)	25.00%	5,950.00			5,950.00
152			CONSTRUCT, AC PAVEMENT, 6-INCH THICK AC PG70-10 (75 BLOWS)	25.00%	5,950.00			5,950.00
153			CONSTRUCT, AC PAVEMENT, 8-INCH THICK AC PG70-10 (75 BLOWS)	25.00%	5,950.00			5,950.00
154				100.0%	23,800.00			23,800.00
155			ALL PCC PAVEMENT CONSTRUCTION	4.86%	9,720.00	SF		9,720.00
156	CONSTRUCT, PCC PAVEMENT		TYPE OF PAVEMENT	% OF ALL WORK	200,000 LF x % OF ALL WORK x COLUMN D (SF)			TOTAL
157			CONSTRUCT, PCC PAVEMENT, 6-INCH THICK	60.00%	5,832.00			5,832.00
158			CONSTRUCT, PCC PAVEMENT UP TO 8-INCH THICK	20.00%	1,944.00			1,944.00
159			CONSTRUCT, PCC PAVEMENT UP TO 12-INCH THICK	20.00%	1,944.00			1,944.00
160				100.0%	9,720.00			9,720.00

	A	B	C	D	E	F	G	H
161			ALL RETAINING CURB CONSTRUCTION	0.34%	680.00	LF		680.00
162	CONSTRUCT, RETAINING CURB			% OF ALL WORK	200,000 LF x % OF ALL WORK x COLUMN D (LF)			TOTAL
163			CONSTRUCT, RETAINING CURB	100.00%	680.00			680.00
164				100.0%	680.00			680.00
165			ALL CONCRETE BUS PAD	0.02%	40.00	SF		40.00
166	CONSTRUCT, BUS PAD			% OF ALL WORK	200,000 LF x % OF ALL WORK x COLUMN D (SF)			TOTAL
167			CONSTRUCT, CONCRETE BUS PAD	100.00%	40.00			40.00
168				100.0%	40.00			40.00
169			ALL JOINT TIE BAR	0.02%	40.00	LF		40.00
170	CONSTRUCT, INSTALL JOINT TIE BAR (S-430-1)			% OF ALL WORK	200,000 LF x % OF ALL WORK x COLUMN D (LF)			TOTAL
171			CONSTRUCT, INSTALL JOINT TIE BAR (S-430-1)	100.00%	40.00			40.00
172				100.0%	40.00			40.00
173			ALL CMB	1.70%	3,400.00	CY		3,400.00
174	CONSTRUCT, INSTALL UNTREATED BASE MATERIAL			% OF ALL WORK	200,000 LF x % OF ALL WORK x COLUMN D (CY)			TOTAL
175			CONSTRUCT, INSTALL UNTREATED BASE MATERIAL	100.00%	3,400.00			3,400.00
176				100.0%	3,400.00			3,400.00
177	UTILITIES							
178			ALL ADJUST UTILITY MH/VAULT/PULLBOX	0.05%	100.00	EA		100.00
179	ADJUST, UTILITY MH/VAULT/PULLBOX		TYPE OF UTILITY	% OF ALL WORK	200,000 LF x % OF ALL WORK x COLUMN D (EA)			TOTAL
180			ADJUST, UTILITY MAINTENANCE HOLE TO GRADE	15.00%	15.00			15.00
181			ADJUST, UTILITY VAULT TO GRADE	24.00%	24.00			24.00
182			ADJUST, UTILITY PULLBOX TO GRADE	61.00%	61.00			61.00
183				100.0%	100.00			100.00

	A	B	C	D	E	F	G	H
184	FURNISH & INSTALL PULLBOX W/LID / TRAFFIC SIGNAL PULLBOX W/LID (COMPOSITE TYPES 2 AND 3)			0.10%	200.00	EA		200.00
185	FURNISH & INSTALL, PULLBOX WITH LID/TRAFFIC SIGNAL PULLBOX WITH LID (COMPOSITE TYPES 2 AND 3)		TYPE OF UTILITY	% OF ALL WORK	200,000 LF x % OF ALL WORK x COLUMN D (EA)			TOTAL
186		FURNISH & INSTALL, STREET LIGHTING PULLBOX WITH LID (COMPOSITE TYPE 2)		40.00%	80.00			80.00
187		FURNISH & INSTALL, STREET LIGHTING PULLBOX WITH LID (COMPOSITE TYPE 3)		20.00%	40.00			40.00
188		FURNISH & INSTALL, TRAFFIC SIGNAL PULLBOX WITH LID (COMPOSITE TYPE 2)		21.00%	42.00			42.00
189		FURNISH & INSTALL, TRAFFIC, SIGNAL PULLBOX WITH LID(COMPOSITE TYPE 3)		19.00%	38.00			38.00
190				100.0%	200.00			200.00
191	ADJUST WATER / GAS METER / VENT AND GAS VALVE TO GRADE			0.04%	80.00	EA		80.00
192	ADJUST WATER / GAS METER / VENT AND GAS VALVE TO GRADE		TYPE OF PAVEMENT	% OF ALL WORK	200,000 LF x % OF ALL WORK x COLUMN D (EA)			TOTAL
193		ADJUST, WATER / GAS METER / VENT TO GRADE		99.00%	79.20			79.20
194		ADJUST, GAS VALVE TO GRADE		1.00%	0.80			0.80
195				100.0%	80.00			80.00
196	REMOVE AND REPLACE CATCH BASIN LID PER STD S-343-1 (CASE 1)			0.05%	100.00	EA		100.00
197	REMOVE AND REPLACE CATCH BASIN LID PER STD S-343-1 (CASE 1)		TYPE OF PAVEMENT	% OF ALL WORK	200,000 LF x % OF ALL WORK x COLUMN D (EA)			TOTAL
198		REMOVE AND REPLACE CATCH BASIN LID PER STD S-343-1 (CASE 1)		100.00%	100.00			100.00
199				100.0%	100.00			100.00
200	PAINT THERMOPLASTIC “NO DUMPING” 12X12			0.05%	100.00	EA		100.00
201	PAINT THERMOPLASTIC “NO DUMPING” 12X12		TYPE OF PAVEMENT	% OF ALL WORK	200,000 LF x % OF ALL WORK x COLUMN D (EA)			TOTAL
202		PAINT THERMOPLASTIC “NO DUMPING” 12X12		100.00%	100.00			100.00
203				100.0%	100.00			100.00
204	DIAMETER SCHEDULE 80 PVC PIPE (4” AND 6”) AND RECTANGULAR METAL PIPE			1.00%	2,000.00	LF		2,000.00
205	DIAMETER SCHEDULE 80 PVC PIPE (4” AND 6”) AND RECTANGULAR METAL PIPE		TYPE OF UTILITY	% OF ALL WORK	200,000 LF x % OF ALL WORK x COLUMN D (EA)			TOTAL
206		FURNISH & INSTALL, 4-INCH DIAMETER SCHEDULE 80 PVC PIPE		70.00%	1,400.00			1,400.00
207		FURNISH & INSTALL, 6-INCH DIAMETER SCHEDULE 80 PVC PIPE		12.00%	240.00			240.00
208		FURNISH & INSTALL, RECTANGULAR METAL PIPE		18.00%	360.00			360.00
209				100.0%	2,000.00			2,000.00

	A	B	C	D	E	F	G	H
210		FURNISH & INSTALL METER BOX WITH STEEL LID		0.04%	80.00	EA		80.00
211	FURNISH & INSTALL METER BOX WITH STEEL LID		TYPE OF PAVEMENT	% OF ALL WORK	200,000 LF x % OF ALL WORK x COLUMN D (EA)			TOTAL
212		FURNISH & INSTALL, METER BOX WITH STEEL LID (NO 2)		50.00%	40.00			40.00
213		FURNISH & INSTALL, METER BOX WITH STEEL LID (NO 3)		50.00%	40.00			40.00
214				100.0%	80.00			80.00
215		FURNISH & INSTALL 6" DIAMETER CONCRETE VALVE		0.01%	20.00	EA		20.00
216	FURNISH & INSTALL 6" DIAMETER CONCRETE VALVE		TYPE OF PAVEMENT	% OF ALL WORK	200,000 LF x % OF ALL WORK x COLUMN D (EA)			TOTAL
217		FURNISH & INSTALL, 6-INCH DIAMETER CONCRETE VALVE		100.00%	20.00			20.00
218				100.0%	20.00			20.00
219	LANDSCAPING MOBILIZATION							
220		MOBILIZATION & DEMOBILZATION -		0.06%	120.00	EA		120.00
221	LANDSCAPING							
222		STUMP REMOVAL		0.04%	80.00	EA		80.00
223	TREE & STUMP REMOVAL		TYPE OF STUMP	% OF ALL WORK	200,000 LF x % OF ALL WORK x COLUMN D (EA)			TOTAL
224		TREE & STUMP REMOVAL (6 TO 24 INCHES DIAMETER)		81.00%	64.80			64.80
225		TREE & STUMP REMOVAL (OVER 24 INCHES DIAMETER)		19.00%	15.20			15.20
226				100.0%	80.00			80.00
227		ALL FURNISH & PLANT 24" BOX SIZE TREE		0.03%	60.00	EA		60.00
228	FURNISH & PLANT 24" BOX SIZE TREE			% OF ALL WORK	200,000 LF x % OF ALL WORK x COLUMN D (EA)			TOTAL
229		FURNISH & PLANT, 24-INCH BOX SIZE TREE		100.00%	60.00			60.00
230				100.0%	60.00			60.00
231		ALL TREE & ROOT/CANOPY PRUNING		0.35%	700.00	EA		700.00
232	ALL TREE & ROOT/CANOPY PRUNING		TYPE OF PRUNING/SHAVING	% OF ALL WORK	200,000 LF x % OF ALL WORK x COLUMN D (EA)			TOTAL
233		TREE ROOT PRUNING / SHAVING (PER TREE)		52.00%	364.00			364.00
234		TREE CANOPY PRUNING (PER TREE)		48.00%	336.00			336.00
235				100.0%	700.00			700.00

	A	B	C	D	E	F	G	H
236			ALL INSTALL ROOT CONTROL BARRIER	0.20%	400.00	LF		400.00
237	INSTALL ROOT CONTROL BARRIER		INSTALL ROOT CONTROL BARRIER	% OF ALL WORK	200,000 LF x % OF ALL WORK x COLUMN D (EA)			TOTAL
238			INSTALL ROOT CONTROL BARRIER	100.00%	400.00			400.00
239				100.0%	400.00			400.00
240			ALL TOP SOIL	8.00%	16,000.00	CY		16,000.00
241	TOP SOIL		TYPE OF SOIL	% OF ALL WORK	200,000 LF x % OF ALL WORK x COLUMN D (CY)			TOTAL
242			FURNISH AND INSTALL, TOP SOIL	100.00%	16,000.00			16,000.00
243				100.0%	16,000.00			16,000.00
244	MISCELLANEOUS							
245			ALL TEMPORARY DRAINAGE INLET PROTECTION	0.08%	160.00	EA		160.00
246	ALL TEMPORARY DRAINAGE INLET PROTECTION			% OF ALL WORK	200,000 LF x % OF ALL WORK x COLUMN D (EA)			TOTAL
247			TEMPORARY DRAINAGE INLET PROTECTION	100.00%	160.00			160.00
248				100.0%	160.00			160.00
249			ALL FURNISH AND INSTALL PEDESTRIAN PIPE GUARDRAIL / HANDRAIL (S-463-3)	0.10%	200.00	LF		200.00
250	FURNISH AND INSTALL PEDESTRIAN PIPE GUARDRAIL / HANDRAIL (S-463-3)		HANDRAIL/GUARDRAILTYPE	% OF ALL WORK	200,000 LF x % OF ALL WORK x COLUMN D (LF)			TOTAL
251			FURNISH & INSTALL, PEDESTRIAN PIPE GUARDRAIL / HANDRAIL (S-463-3 A-1)	20.00%	40.00			40.00
252			FURNISH & INSTALL, PEDESTRIAN PIPE GUARDRAIL / HANDRAIL (S-463-3 A-2)	20.00%	40.00			40.00
253			FURNISH & INSTALL, PEDESTRIAN PIPE GUARDRAIL / HANDRAIL (S-463-3 B-1)	20.00%	40.00			40.00
254			FURNISH & INSTALL, PEDESTRIAN PIPE GUARDRAIL / HANDRAIL (S-463-3 C-1)	20.00%	40.00			40.00
255			FURNISH & INSTALL, PEDESTRIAN PIPE GUARDRAIL / HANDRAIL (S-463-3 C-2)	20.00%	40.00			40.00
256				100.0%	200.00			200.00
257			ALL BIKE RACK	0.01%	20.00	EA		20.00
258	ALL BIKE RACK			% OF ALL WORK	200,000 LF x % OF ALL WORK x COLUMN D (EA)			TOTAL
259			INSTALL COMPLIANT BIKE RACK (S-671-2)	10.00%	2.00			2.00
260			REMOVE AND REPLACE BIKE RACK	90.00%	18.00			18.00
261				100.0%	20.00			2.00

	A	B	C	D	E	F	G	H
262			ALL STREET SIGN (REMOVE & REINSTALL)	0.04%	80.00	EA		80.00
263	REMOVE & REINSTALL, STREET SIGN			% OF ALL WORK	200,000 LF x % OF ALL WORK x COLUMN D (EA)			TOTAL
264			REMOVE & REINSTALL, STREET SIGN	100.00%	80.00			80.00
265				100.0%	80.00			80.00
266			ALL R&R NEWSPAPER DISPENSER / TRASH BIN	0.02%	40.00	EA		40.00
267	REMOVE & REINSTALL, NEWSPAPER DISPENSER / TRASH BIN			% OF ALL WORK	200,000 LF x % OF ALL WORK x COLUMN D (EA)			TOTAL
268			REMOVE & REINSTALL, NEWSPAPER DISPENSER / TRASH BIN	100.00%	40.00			40.00
269				100.0%	40.00			40.00
270			ALL RIGHT OF ENTRY COORDINATION	0.02%	40.00	EA		40.00
271	RIGHT OF ENTRY COORDINATION			% OF ALL WORK	200,000 LF x % OF ALL WORK x COLUMN D (EA)			TOTAL
272			RIGHT OF ENTRY COORDINATION	100.00%	40.00			40.00
273				100.0%	40.00			40.00

	A	B	C	D	E	F	G	H
274	RIGHT OF ENTRY COORDINATION			% OF ALL WORK	360,000 LF x % OF ALL WORK x COLUMN D (EA)			TOTAL
275			RIGHT OF ENTRY COORDINATION	100.00%	72.00			72.00
276				100.0%	72.00			72.00

RAPID PEDESTRIAN FACILITY REPAIR - SCHEDULE OF BID UNIT PRICES

Total Bid Price = $ -

BID ITEM NO.	BID ITEM DESCRIPTION	BID ITEM PRICE	UNIT OF MEASURE
1	MOBILIZATION & DEMOBILIZATION	$ -	EA SITE
	3D DESIGN		
2	3D DESIGN, UNI-DIRECTIONAL CURB RAMP	$ -	EA
3	3D DESIGN, BI-DIRECTIONAL CURB RAMP	$ -	EA
4	3D DESIGN, MID-BLOCK CURB RAMP	$ -	EA
5	3D DESIGN, DRIVEWAY APRON	$ -	EA
6	3D DESIGN, ALLEY INTERSECTIONS	$ -	EA
	TRAFFIC CONTROL		
7	LOCAL STANDARD, LOCAL LIMITED, INDUSTRIAL LOCAL, HILLSIDE LOCAL, HILLSIDE LIMITED STANDARD (LESS THAN 350 SF)	$ -	LS PER SITE
8	LOCAL STANDARD, LOCAL LIMITED, INDUSTRIAL LOCAL, HILLSIDE LOCAL, HILLSIDE LIMITED STANDARD (351 SF - 1,750 SF)	$ -	LS PER SITE
9	LOCAL STANDARD, LOCAL LIMITED, INDUSTRIAL LOCAL, HILLSIDE LOCAL, HILLSIDE LIMITED STANDARD (OVER 1,751 SF)	$ -	LS PER SITE
10	COLLECTOR STREET, INDUSTRIAL COLLECTOR STREET, HILLSIDE COLLECTOR (LESS THAN 350 SF)	$ -	LS PER SITE
11	COLLECTOR STREET, INDUSTRIAL COLLECTOR STREET, HILLSIDE COLLECTOR (351 SF - 1,750 SF)	$ -	LS PER SITE
12	COLLECTOR STREET, INDUSTRIAL COLLECTOR STREET, HILLSIDE COLLECTOR (OVER 1,751 SF)	$ -	LS PER SITE
13	PEDESTRIAN WALKWAY, SHARED STREET, ACCESS ROADWAY, ONE-WAY SERVICE ROAD - ADJOINING ARTERIAL STREETS, BI-	$ -	LS PER SITE
14	PEDESTRIAN WALKWAY, SHARED STREET, ACCESS ROADWAY, ONE-WAY SERVICE ROAD - ADJOINING ARTERIAL STREETS, BI-	$ -	LS PER SITE
15	PEDESTRIAN WALKWAY, SHARED STREET, ACCESS ROADWAY, ONE-WAY SERVICE ROAD - ADJOINING ARTERIAL STREETS, BI-	$ -	LS PER SITE
16	BOULEVARD I, BOULEVARD II, AVENUE I, AVENUE II, (100/70), AVENUE III (LESS THAN 350 SF)	$ -	LS PER SITE
17	BOULEVARD I, BOULEVARD II, AVENUE I, AVENUE II, (100/70), AVENUE III (351 SF - 1,750 SF)	$ -	LS PER SITE
18	BOULEVARD I, BOULEVARD II, AVENUE I, AVENUE II, (100/70), AVENUE III (OVER 1,751 SF)	$ -	LS PER SITE
	TRAFFIC CONTROL PLAN DESIGN AND PROCUREMENT		
19	TRAFFIC CONTROL PLAN DESIGN AND PROCUREMENT - LOCAL STANDARD, LOCAL LIMITED, INDUSTRIAL LOCAL, HILLSIDE LOCAL, HILLSIDE LIMITED STANDARD	$ -	SITE
20	TRAFFIC CONTROL PLAN DESIGN AND PROCUREMENT- COLLECTOR STREET, INDUSTRIAL COLLECTOR STREET, HILLSIDE COLLECTOR	$ -	SITE
21	TRAFFIC CONTROL PLAN DESIGN AND PROCUREMENT- PEDESTRIAN WALKWAY, SHARED STREET, ACCESS ROADWAY, ONE-WAY SERVICE ROAD - ADJOINING ARTERIAL STREETS, BI-DIRECTIONAL SERVICE ROAD - ADJOINING ARTERIAL STREETS	$ -	SITE
22	TRAFFIC CONTROL PLAN DESIGN AND PROCUREMENT- BOULEVARD I, BOULEVARD II, AVENUE I, AVENUE II, (100/70), AVENUE III	$ -	SITE
	REMOVALS		
23	REMOVE, AC PAVEMENT 6-INCH THICK	$ -	SF
24	REMOVE, AC PAVEMENT 8-INCH THICK	$ -	SF
25	REMOVE, PCC PAVEMENT 6-INCH THICK	$ -	SF
26	REMOVE, PCC PAVEMENT UP TO 8-INCH THICK	$ -	SF
27	REMOVE, PCC PAVEMENT UP TO 12-INCH THICK	$ -	SF
28	REMOVE, SIDEWALK UP TO 6-INCH	$ -	SF
29	REMOVE, SIDEWALK UP TO 10-INCH	$ -	SF
30	REMOVE, CONCRETE CURB	$ -	LF
31	REMOVE, CONCRETE CURB & GUTTER	$ -	LF
32	REMOVE, CONCRETE CROSS/LONGITUDINAL GUTTER	$ -	LF
33	REMOVE, CONCRETE CROSS GUTTER SPANDREL	$ -	SF
34	REMOVE, CONCRETE DRIVEWAY UP TO 6-INCH THICK	$ -	SF
35	REMOVE, CONCRETE DRIVEWAY UP TO 10-INCH THICK	$ -	SF
36	REMOVE, CONCRETE ALLEY	$ -	SF
37	REMOVE, CONCRETE BUS PAD (S-433-1)	$ -	SF
38	REMOVE, EXCAVATION	$ -	CY
	CONSTRUCTION		
39	CONSTRUCT, CONCRETE CURB	$ -	LF
40	CONSTRUCT, CONCRETE CURB & GUTTER	$ -	LF
41	CONSTRUCT, CONCRETE CROSS/LONGITUDINAL GUTTER	$ -	LF
42	CONSTRUCT, CONCRETE CROSS GUTTER SPANDREL	$ -	SF
43	CONSTRUCT, UNI-DIRECTIONAL CURB RAMP	$ -	EA
44	CONSTRUCT, BI-DIRECTIONAL CURB RAMP	$ -	EA
45	CONSTRUCT, MID-BLOCK CURB RAMP	$ -	EA
46	CONSTRUCT, CONCRETE SIDEWALK UP TO 6-INCH (LESS THAN 850 SF)	$ -	SF
47	CONSTRUCT, CONCRETE SIDEWALK UP TO 10-INCH (LESS THAN 850 SF)	$ -	SF
48	CONSTRUCT, CONCRETE SIDEWALK EARLY HIGH STRENGTH UP TO 6-INCH (LESS THAN 850 SF)	$ -	SF
49	CONSTRUCT, CONCRETE SIDEWALK EARLY HIGH STRENGTH UP TO 10-INCH (LESS THAN 850 SF)	$ -	SF
50	CONSTRUCT, PATTERNED / DECORATIVE / BRICK SIDEWALK UP TO 6-INCH (LESS THAN 850 SF)	$ -	SF
51	CONSTRUCT, PATTERNED / DECORATIVE / BRICK SIDEWALK UP TO 10-INCH (LESS THAN 850 SF)	$ -	SF
52	CONSTRUCT, CONCRETE SIDEWALK UP TO 6-INCH (GREATER THAN 850 SF)	$ -	SF
53	CONSTRUCT, CONCRETE SIDEWALK UP TO 10-INCH (GREATER THAN 850 SF)	$ -	SF
54	CONSTRUCT, CONCRETE SIDEWALK EARLY HIGH STRENGTH UP TO 6-INCH (GREATER THAN 850 SF)	$ -	SF
55	CONSTRUCT, CONCRETE SIDEWALK EARLY HIGH STRENGTH UP TO 10-INCH (GREATER THAN 850 SF)	$ -	SF
56	CONSTRUCT, PATTERNED / DECORATIVE / BRICK SIDEWALK UP TO 6-INCH (GREATER THAN 850 SF)	$ -	SF
57	CONSTRUCT, PATTERNED / DECORATIVE / BRICK SIDEWALK UP TO 10-INCH (GREATER THAN 850 SF)	$ -	SF
58	CONSTRUCT, CONCRETE DRIVEWAY UP TO 6-INCH (LESS THAN 850 SF)	$ -	SF
59	CONSTRUCT, CONCRETE DRIVEWAY UP TO 10-INCH (LESS THAN 850 SF)	$ -	SF
60	CONSTRUCT, CONCRETE DRIVEWAY EARLY HIGH STRENGTH UP TO 6-INCH (LESS THAN 850 SF)	$ -	SF

RAPID PEDESTRIAN FACILITY REPAIR - SCHEDULE OF BID UNIT PRICES

Total Bid Price = $ -

BID ITEM NO.	BID ITEM DESCRIPTION	BID ITEM PRICE	UNIT OF MEASURE
61	CONSTRUCT, CONCRETE DRIVEWAY EARLY HIGH STRENGTH UP TO 10-INCH (LESS THAN 850 SF)	$ -	SF
62	CONSTRUCT, CONCRETE DRIVEWAY UP TO 6-INCH (GREATER THAN 850 SF)	$ -	SF
63	CONSTRUCT, CONCRETE DRIVEWAY UP TO 10-INCH (GREATER THAN 850 SF)	$ -	SF
64	CONSTRUCT, CONCRETE DRIVEWAY EARLY HIGH STRENGTH UP TO 6-INCH (GREATER THAN 850 SF)	$ -	SF
65	CONSTRUCT, CONCRETE DRIVEWAY EARLY HIGH STRENGTH UP TO 10-INCH (GREATER THAN 850 SF)	$ -	SF
66	CONSTRUCT, AC PAVEMENT, 6-INCH THICK AC PG64-10 (50 BLOWS)	$ -	SF
67	CONSTRUCT, AC PAVEMENT, 8-INCH THICK AC PG64-10 (50 BLOWS)	$ -	SF
68	CONSTRUCT, AC PAVEMENT, 6-INCH THICK AC PG70-10 (75 BLOWS)	$ -	SF
69	CONSTRUCT, AC PAVEMENT, 8-INCH THICK AC PG70-10 (75 BLOWS)	$ -	SF
70	CONSTRUCT, PCC PAVEMENT, 6-INCH THICK	$ -	SF
71	CONSTRUCT, PCC PAVEMENT UP TO 8-INCH THICK	$ -	SF
72	CONSTRUCT, PCC PAVEMENT UP TO 12-INCH THICK	$ -	SF
73	CONSTRUCT, RETAINING CURB	$ -	LF
74	CONSTRUCT, CONCRETE BUS PAD	$ -	SF
75	CONSTRUCT, INSTALL JOINT TIE BAR (S-430-1)	$ -	LF
76	CONSTRUCT, INSTALL UNTREATED BASE MATERIAL	$ -	CY
	UTILITIES		
77	ADJUST, UTILITY MAINTENANCE HOLE TO GRADE	$ -	EA
78	ADJUST, UTILITY VAULT TO GRADE	$ -	EA
79	ADJUST, UTILITY PULLBOX TO GRADE	$ -	EA
80	FURNISH & INSTALL, STREET LIGHTING PULLBOX WITH LID (COMPOSITE TYPE 2)	$ -	EA
81	FURNISH & INSTALL, STREET LIGHTING PULLBOX WITH LID (COMPOSITE TYPE 3)	$ -	EA
82	FURNISH & INSTALL, TRAFFIC SIGNAL PULLBOX WITH LID (COMPOSITE TYPE 2)	$ -	EA
83	FURNISH & INSTALL, TRAFFIC, SIGNAL PULLBOX WITH LID(COMPOSITE TYPE 3)	$ -	EA
84	ADJUST, WATER / GAS METER / VENT TO GRADE	$ -	EA
85	ADJUST, GAS VALVE TO GRADE	$ -	EA
86	REMOVE AND REPLACE CATCH BASIN LID PER STD S-343-1 (CASE 1)	$ -	EA
87	PAINT THERMOPLASTIC "NO DUMPING" 12X12	$ -	EA
88	FURNISH & INSTALL, 4-INCH DIAMETER SCHEDULE 80 PVC PIPE	$ -	LF
89	FURNISH & INSTALL, 6-INCH DIAMETER SCHEDULE 80 PVC PIPE	$ -	LF
90	FURNISH & INSTALL, RECTANGULAR METAL PIPE	$ -	LF
91	FURNISH & INSTALL, METER BOX WITH STEEL LID (NO 2)	$ -	EA
92	FURNISH & INSTALL, METER BOX WITH STEEL LID (NO 3)	$ -	EA
93	FURNISH & INSTALL, 6-INCH DIAMETER CONCRETE VALVE	$ -	EA
	LANDSCAPING MOBILIZATION		
94	MOBILIZATION & DEMOBILZATION - TREE WORK	$ -	EA
	LANDSCAPING		
95	TREE & STUMP REMOVAL (6 TO 24 INCHES DIAMETER)	$ -	EA
96	TREE & STUMP REMOVAL (OVER 24 INCHES DIAMETER)	$ -	EA
97	FURNISH & PLANT, 24-INCH BOX SIZE TREE	$ -	EA
98	TREE ROOT PRUNING / SHAVING (PER TREE)	$ -	EA
99	TREE CANOPY PRUNING (PER TREE)	$ -	EA
100	INSTALL ROOT CONTROL BARRIER	$ -	LF
101	FURNISH AND INSTALL, TOP SOIL	$ -	CY
	MISCELLANEOUS		
102	TEMPORARY DRAINAGE INLET PROTECTION	$ -	EA
103	FURNISH & INSTALL, PEDESTRIAN PIPE GUARDRAIL / HANDRAIL (S-463-3 A-1)	$ -	LF
104	FURNISH & INSTALL, PEDESTRIAN PIPE GUARDRAIL / HANDRAIL (S-463-3 A-2)	$ -	LF
105	FURNISH & INSTALL, PEDESTRIAN PIPE GUARDRAIL / HANDRAIL (S-463-3 B-1)	$ -	LF
106	FURNISH & INSTALL, PEDESTRIAN PIPE GUARDRAIL / HANDRAIL (S-463-3 C-1)	$ -	LF
107	FURNISH & INSTALL, PEDESTRIAN PIPE GUARDRAIL / HANDRAIL (S-463-3 C-2)	$ -	LF
108	INSTALL COMPLIANT BIKE RACK (S-671-2)	$ -	EA
109	REMOVE AND REPLACE BIKE RACK	$ -	EA
110	REMOVE & REINSTALL, STREET SIGN	$ -	EA
111	REMOVE & REINSTALL, NEWSPAPER DISPENSER / TRASH BIN	$ -	EA
112	RIGHT OF ENTRY COORDINATION	$ -	EA

ATTACHMENT Q

BUREAU OF ENGINEERING

STATEMENT OF QUALIFICATION (SOQ) EVALUATION FORM

City of Los Angeles
California

Department of Public Works
Bureau of Engineering

ENGINEERING
CITY OF LOS ANGELES

SIDEWALK DIVISION
RSRP1 CONTRACT
STATEMENT OF COMPLETION (SOQ) EVALUATION FORM

Contractor: _____

Evaluator: _____

Date: _____

SECTION 1
Submittal Requirements Checklist - Immediate Disqualification

NOTE: If any of the following Submittals are either not submitted or incomplete, the CONTRACTOR may be immediately disqualified without further evaluation of their SOQ.

ITEM #	DESCRIPTION	INCLUDED (Yes / No)
1	"SIDEWALK RAPID REPAIR CONTRACT SOQ EVALUATION FORM" with Sections 1 & 2 completed.	
2	Signature sheet and non-collusion affidavit form	
3	Sufficient Insurability (pre-qualification letter from insurance company covering each of the following)	
	i. Public/General Liability and Property Damage	
	ii. Worker's Compensation/Employer's Liability	
	iii. Automobile	
	iv. Pollution Liability	
4	List of full time staff labor rates, include: names, classifications, and experience. This information must be submitted in the City of Los Angeles (CITY) provided electronic format as per the RFQ.	
5	List of construction equipment owned and/or leased. This information must be submitted in the CITY provided electronic format as per the RFQ.	
6	Business Inclusion Program Subcontractors/subcontractor Substitution Form	
7	Official company name; owners' and managers' names, titles, and contact information (telephone and email addresses); business address and telephone numbers	
8	California State Contractors License	
	i. Is the following type: Class A	
	ii. Is it active and clear	
9	Listed unique Responsible Managing Officer:	
10	Injury and Illness Prevention Program, including confined space entry procedures, and copies of all certificates.	
11	Division Of Safety and Health (DOSH) annual permit	
12	Iran Contracting Act of 2010 Affadvit	
13	Proof of compliance with the USDOT mandate regarding drug and alcohol testing	
14	Contractor Responsibility Questionnaire	
15	Pledge of Compliance with Contractor Responsibility	
16	ADA Compliance Certificate	
17	Slavery Disclosure / Disclosure of Border Wall Contracting (To be completed on RampLA)	
18	Equal Benefits Ordinance (To be completed on RampLA)	
19	Bidder Certification CEC Form 50	
20	Sufficient Bonding Capacity (pre-qualification letter from bonding company)	
21	Completed Bid Evaluation Workbook in hard copy and Excel format.	
22	Certification of Compliance with Child Support Obligations	

****DO NOT PROCEED TO NEXT SECTION. ALL FIELDS MUST BE 'YES' IN ORDER TO PROCEED**

SIDEWALK DIVISION
RSRP1 CONTRACT
STATEMENT OF COMPLETION (SOQ) EVALUATION FORM

Contractor: _____

Evaluator: _____

Date: _____

SECTION 2

Work Experience

List City of Los Angeles (CITY) Public Works construction projects, from the last 3 years, specific to the reconstruction of pedestrian facilities utilizing concrete as applicable to each item in this section. Include CITY project work order number and project title. CITY projects without a work order number will not be accepted.

If listing non-CITY Public Works projects, you must list qualifying projects, from the last 3 years with a reference and his/her current contact information. For non-CITY projects, include the city of the project location and the contract number. Non-CITY projects without a reference with current contact information, city of the project location, or without a contract number will not be accepted.

For a listed project to be acceptable in this section the project will be reviewed and all aspects of the project will be considered.

Contractor: Fill out the information requested in the provided tables below of this Section 2.

ITEM # **DESCRIPTION**

1 **#1.) List at least three (3) CITY Public Works sidewalk projects with scope to reconstruct or install sidewalk utilizing concrete from the past 3 years.**
#2.) If less than three (3) CITY Public Works projects are listed, then list a total of five (5) qualifying projects (CITY plus NON-CITY Projects) on lines 1a. to 1e. on the table below.
NOTES: Each project must be a cumulative repair of at least 15,000 square feet of sidewalk and curb ramps.

	CITY Project ?	Project Title and Location	Work Order No.	Agency Name (If NON-CITY)	Contract No.	Sidewalk Area (SF)	Contact Name, Email and/or Phone #
1a.	Yes			N.A.	N.A.		
1b.	No		N.A.				
1c.	Yes			N.A.	N.A.		
1d.	No		N.A.				
1e.	Yes			N.A.	N.A.		

2 **#1.) List at least three (3) CITY Public Works sidewalk projects with scope to reconstruct or install ADA standard curb ramps from the past 3 years.**
#2.) If less than two (2) CITY Public Works projects are listed, then list a total of five (5) qualifying projects (CITY plus NON-CITY Projects) on lines 2a. to 2c. on the table below.
NOTES: List number of curb ramps constructed.You may repeat projects listed on Section 2 Item 1.

	CITY Project ?	Project Title and Location	Work Order No.	Agency Name (If NON-CITY)	Contract No.	No. of Curb Ramps	Contact Name, Email and/or Phone #
2a.	Yes			N.A.	N.A.		
2b.	Yes / No						
2c.	No		N.A.				
2d.	Yes			N.A.	N.A.		
2e.	No		N.A.				

ATTACHMENT R

BUREAU OF ENGINEERING

BID EVALUATION WORKBOOK INSTRUCTIONS

City of Los Angeles
California

Department of Public Works
Bureau of Engineering

ENGINEERING
CITY OF LOS ANGELES

RPRFP1 Bid Evaluation Workbook Instructions

The bid evaluation workbook is used to objectively evaluate each Contractor's bid price for the work anticipated to be executed under the RPFRP1 contract. Enclosed is the bid evaluation workbook for the RPFRP1 contract. The workbook: "RPFRP1 BID EVALUATION WORKBOOK" is a blank bid evaluation workbook that the Contractor shall use to submit all bid item prices.

The workbook contains the following individual worksheets separated by tabs to compile the total bid price:

1. SCHEDULE OF WORK AND PRICES – all work under the RPFRP1 contract and location of where to input bid amounts.
2. FACTORS – a tabulated bid item quantity breakdown & sample distribution of the work
3. SUMMARY BID ITEMS – a summary of all bid items and the total contract bid price

The "FACTORS" worksheet contains a sample scope of work, which is derived from historical data of the City's pedestrian facility repair programs for the sole purpose of comparing all submitted bids to determine the lowest bidders.

The "SCHEDULE OF WORK AND PRICES" worksheet applies the unit prices bid by each Contractor to the fixed quantities generated in the "FACTORS" worksheet to create a price. Once the bid item unit prices are entered by the Contractor into the "SCHEDULE OF WORK AND PRICES" worksheet, the "SUMMARY BID ITEMS" worksheet will automatically compile all bid item prices and calculate the total bid price.

All cells within the bid evaluation workbook are locked and can't be modified, with the exception of the cells used for entering bid item unit prices. After entering the bid item unit prices into the cells, the workbook shall be printed and submitted as the Contractor's Bid Proposal.

EXAMPLES

Example 1:

1. Open the "SCHEDULE OF WORK AND PRICES " worksheet
2. Find the "REMOVE, CONCRETE DRIVEWAY 6-INCH THICK", line item.
3. Enter $10 per square foot

BID ITEM	UNIT PRICE	TOTAL
REMOVE, CONCRETE DRIVEWAY 6-INCH THICK	$10.00	$166,560.00

4. The worksheet generates a line item subtotal of $166,560.00

The line item subtotal is generated using the distribution of work data located in the "FACTORS" worksheet. Under Removals, the distributions of the work as shown in the worksheet are as follows:

1) 320,000 square feet is the total of the sample scope of work.
2) Of the 320,000 square feet, 55,520 square feet (17.35%) of the work is "Concrete Driveway Removals".
3) Of the 55,520 square feet, 16,656 square feet (30%) of "Driveway Removals" work is Concrete Driveway 6-Inch Thick".
4) The line item subtotal is then generated by taking the bid unit price entered and multiplying it with the corresponding quantity as described in bullet point 3) above.

Example 2:

1. Open the "SCHEDULE OF WORK AND PRICES " worksheet
2. Find the "CONSTRUCT, UNI-DIRECTIONAL CURB RAMP " section and enter $20,000 per ramp.

BID ITEM	UNIT PRICE	TOTAL
CONSTRUCT, UNI-DIRECTIONAL CURB RAMP	$20,000.00	$9,600,000.00

3. The worksheet generates a line item subtotal of $9,600,000.00.

The line item subtotal is generated using the distribution of work data located in the "SCHEDULE OF WORK AND PRICES " worksheet. The distribution of the work as shown in the "SCHEDULE OF WORK AND PRICES " worksheet are as follows:

1) 320,000 square feet is the total sample scope of work.
2) Of the 320,000 square feet, 1,600 each (0.5%) of the project is Construct, Curb Ramp (Including DWS).
3) Of the 1,600 curb ramps, 480 curb ramps (30%) are Uni-Directional Curb Ramps.
4) The line item subtotal is then generated by taking the bid unit price entered and multiplying it with the corresponding quantity as described in bullet point 3) above.

Example 3: (Needs Update)

1. Open the "MHTOMH" worksheet
2. Find the "Backfill – Mechanical Compaction", "4 to 10 Feet" line item.
3. Enter $10 per foot for 8-inch thru 12-inch, $11 per foot for 15-inch, $12 per foot for 18-inch, and $13 per foot for 24-inch
4. Enter 2.00 for the difficulty pay factor for a 100% increase in bid item.

	PER LINEAR FOOT OF SEWER					
4 TO 10 FEET	8-INCH THRU 12-INCH	15-INCH	18-INCH	24- INCH	EACH	
BACKFILL – MECHANICAL COMPATION	$10.00	$11.00	$12.00	$13.00		SUBTOTAL
DIFFICULTY PAY FACTOR	2.00	2.00	2.00	2.00		
SCALED UNIT COST	$20.00	$22.00	$24.00	$26.00		$794,302.16

5. The worksheet generates a line item subtotal of $794,302.16.

The line item subtotal is generated using the distribution of work data located in the "FACTORS" worksheet. Under Section 1, for Backfill Methods, the distributions of the work as shown in the worksheet are as follows:

1) 140,000 lineal feet of the sample scope of work is Replacements and New Installations.
2) Of the 140,000 lineal feet, 84,000 lineal feet (60%) of the work is "Mechanical Compaction".
3) Of the 84,000 lineal feet, 56,280 linear feet (67%) of "Mechanical Compaction" work is at a depth of "4ft to 10ft".
4) For "Mechanical Compaction" at "4 to 10ft" depth: 56,280 linear feet (92.0%+2.1%+1.6%) of the work is 8-inch thru 12-inch, 900.48 linear feet (1.6%) is 15-inch, 900.48 linear feet (1.6%) is 18-inch, and 619.08 linear feet (1.1%) is 24-inch sewers.
5) The line item subtotal is then generated by taking the bid unit price entered and multiplying it with the corresponding quantity as described in bullet point 4) above.

METHODOLOGY FOR DETERMINING BID PRICES

The Contractor's bid unit prices for the RPFRP1 contract are based on an aggregate sample scope of work 320,000 square feet of sidewalk repair. This aggregate sample scope of work will be distributed between the contractors on the Rapid Sidewalk Repair Program (RPFRP1) pre- qualified contractors list and the distribution of the sample scope of work may not be the equally divided.

Each Bid Item may be used as a stand-alone bid item. The estimated aggregate bid amount generated by the "RPFRP1 Bid Evaluation Workbook" for the sample scope of work is solely for the purposes of comparing all submitted bids to determine the lowest bidder(s). The actual scope of work may vary.

The lowest responsive and responsible bidder(s) shall be the Contractor(s) bid that yields the lowest cost for the anticipated contract scope of work as outlined below.

One or more Contractors shall be selected based on the bid item unit costs submitted in the bid evaluation workbook.

The sample composite scope of work for bid evaluation purposes is as follows:

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METHODOLOGY FOR DETERMINING BID PRICES

1. REPLACEMENTS & NEW INSTALLATIONS (NEEDS UPDATE)

Sample Scope of Work	320,000 Square Feet
	SAMPLE DISTRIBUTION
Mobilization & Demobilization	0.06% of work
Pipe Depths	
Pipes with Depth (d) of 0 to 4 Feet ($0 \leq d \leq 4$)	3.00% of work
Pipes with Depth of 4 to 10 Feet ($4 < d \leq 10$)	67.00% of work
Pipes with Depth of 10 to 15 Feet ($10 < d \leq 15$)	21.50% of work
Pipes with Depth of 15 to 19 Feet ($15 < d \leq 19$)	4.50% of work
Pipes with Depth of 19 to 26 Feet ($19 < d \leq 26$)	2.00% of work
Pipes with Depth of 26 to 35 Feet ($26 < d \leq 35$)	2.00% of work
Type of Repair	
"Short" – Cumulative Spot Repair Footage 0 to 10 Feet in Horizontal Length ($L \leq 10$)	2.00% of work
"Long" – Cumulative Spot Repair Footage Greater than 10 Feet in Horizontal Length ($L > 10$)	28.00% of work
"MH-MH" – Full Reach Repairs / Installations	70.00% of work
Pipe Sizes	
8-inch vitrified clay pipe (VCP)	91.00% of work
8-inch high-density polyethylene (HDPE)	1.00% of work
10-inch VCP	2.00% of work
10-inch HDPE	0.10% of work
12-inch VCP	1.50% of work
12-inch HDPE	0.10% of work
15-inch VCP	1.50% of work
15-inch HDPE	0.10% of work
18-inch VCP	1.50% of work
18-inch HDPE	0.10% of work
24-inch VCP	1.00% of work
24-inch HDPE	0.10% of work
Excavate and Shore	
Speed Shores with Plywood/Steel Plates	93.00% of work
Expandable Trench Box	3.50% of work
Soldier Pile and Lagging Wall	0.50% of work
Shoring Designs	3.00% of work
Backfill Methods	
Mechanical Compaction of native and/or imported material	60.00% of work
Backfill with 1-sack slurry or controlled low-strength material (CLSM) as specified by the GREENBOOK as amended by BROWN BOOK	40.00% of work
Street Types / Traffic Control	

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METHODOLOGY FOR DETERMINING BID PRICES

Local Standard / Local Limited / Industrial Local Streets	63.00% of work
Collector St / Industrial Collector Streets	14.50% of work
Pedestrian Walkway / Shared Street / Access Roadway / One-Way Service Road - Adjoining Arterial Streets / Bi-Directional Service Road - Adjoining Arterial Streets / Easements with 10ft minimum width	9.00% of work
Boulevard I / Boulevard II / Avenue I / Avenue II / (100/70) / Avenue III	11.00% of work
Traffic Control Plan Design and Procurement	2.50% of work

Pavement Conditions: Base

Slurry (no base)	40.00% of work
6-inch thick CMB	54.00% of work
8-inch thick CMB	5.50% of work
10-inch thick CMB	0.50% of work

Pavement Conditions: Surface

6-inch thick AC PG64-10 (50 blows)	83.00% of work
8-inch thick AC PG64-10 (50 blows)	9.50% of work
8-inch thick AC PG70-10 (75 blows)	2.00% of work
6-inch thick PCC	5.00% of work
8-inch thick PCC	0.50% of work
Temporary Pavement	52.00% of work
All AC Pavements required TCAP Limit Restoration	50.00% of work

Saw Cut, Remove & Haul Away Pavement

0-12-inch Thick (AC, CONC, C&G, & SW)	87.50% of work
12-24-inch Thick (AC & CONC, C&G, & SW)	12.50% of work

Remove and Replace Drop MH Connection

8-inch Sewer	0.09% of work
10-inch Sewer	0.002% of work
12-inch Sewer	0.002% of work
15-24-inch Sewer	0.004% of work

Install New Trap MH

8-inch Sewer	0.04% of work
10-inch Sewer	0.001% of work
12-inch Sewer	0.001% of work
15-24-inch Sewer	0.002% of work

Appurtenances / Miscellaneous

Abandon Existing MH	0.05% of work
Abandon Sewer (All Sizes, Full Reach Only)	4.00% of work
Adjust New & Existing MH Frame and Cover to Grade	0.05% of work
Remove and Replace MH Frame and Cover	0.05% of work
CCTV Sewer	110.00% of work
Lateral Launcher	0.20% of work
Clean Sewer	15.00% of work
Mill/ Grind Sewer	15.00% of work
Install Blind Wye	1.00% of work
Install Chimney	0.02% of work
Install Cleanout	1.00% of work
Install HC Trap	0.01% of work

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METHODOLOGY FOR DETERMINING BID PRICES

Install New 4-ft Diameter Standard MH	0.05% of work
Install New 5-ft Diameter Standard MH	0.05% of work
Install New 4-ft Diameter Brick MH	0.15% of work
Pothole	0.10% of work
Reconnect House Connection (HC) Lateral	4.00% of work
Remodel MH Base	0.50% of work
Remodel MH Base w/ Flush Tank	0.50% of work
Remove & Replace Curb and Gutter	1.00% of work
Remove & Replace Ex. MH Base and Install Trap	0.05% of work
Remove & Replace Sidewalk	3.00% of work
Remove and Replace Concrete Encasement	2.00% of work
Remove and Replace Cross/Longitudinal Gutter	1.00% of work
Remove and Replace Storm Drain (SD) Pipe	0.02% of work
Remove and Replace Encased SD Pipe	0.01% of work
Restore Traffic Loop	0.05% of work
Soil Boring	0.01% of work
Striping	0.50% of work

Bypass Pumping

250 GPM	83.00% of Project Duration
500 GPM	13.50% of Project Duration
1000 GPM	2.50% of Project Duration
2000 GPM	0.50% of Project Duration
3000 GPM	0.50% of Project Duration

Difficulty Pay Factors

Slope Greater than 15%	1.50% of work
Work by Hand	20.00% of work
Adverse Soil Conditions	10.00% of work
Work at Night	2.00% of work

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METHODOLOGY FOR DETERMINING BID PRICES

2. REHABILITATION BY LINING

	SAMPLE DISTRIBUTION
Sample Scope of Work	110,000 Feet
Non-Structural	20.00% of work
Structural	80.00% of work
Mobilization & Demobilization	1.00% of work
Host Pipe Sizes	
Host Pipe Material: VCP, cast-iron, ductile-iron or concrete	
8-inch	91.50% of work
10-inch	6.00% of work
12-inch	1.00% of work
15-inch	1.30% of work
18-inch	0.10% of work
24-inch	0.10% of work
Appurtenances	
Restore Service Connections	4.00% of work
Install Service Lateral Connection ("Top Hat" Seal)	0.10% of work
Install Sectional Liner in Mainline Pipe	0.10% of work
Street Types / Traffic Control	
Local Standard / Local Limited / Industrial Local Streets	64.00% of work
Collector St / Industrial Collector Streets	14.50% of work
Pedestrian Walkway / Shared Street / Access Roadway / One-Way Service Road - Adjoining Arterial Streets / Bi-Directional Service Road - Adjoining Arterial Streets / Easements with 10ft minimum width	9.00% of work
Boulevard I / Boulevard II / Avenue I / Avenue II / (100/70) / Avenue III	12.50% of work
Difficulty Pay Factors	
Work by Hand	2.00% of work
Work at Night	10.00% of work

For a detailed description of the formulae and calculations utilized to generate the costs to be used in the evaluation of the bids, refer to the "Bid Evaluation Workbook".

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3.3 BID ITEM 76: REMOVE AND INSTALL DECORATIVE TILE (MATCH EXISTING) 14
3.4 BID ITEM 78: TEMPORARY DRAINAGE INLET PROTECTION 14
3.5 BID ITEM 79: FURNISH AND INSTALL PEDESTRIAN PIPE GUARDRAIL /HANDRAIL (S-463-3) 14
3.6 BID ITEM 83: REMOVE & REINSTALL BIKE RACK 15
3.7 BID ITEM 85: STREET SIGN (REMOVE & REINSTALL) 15
3.8 BID ITEM 86: R&R NEWSPAPER DISPENSER / TRASH BIN 16
3.9 BID ITEM 87: R&R BUS BENCH 16
4.0 BID ITEM 91: R&R TYPE 7 POLE WITH APS PUSH BUTTON 16
4.1 BID ITEM 95: R&R BUS SHELTER 17
4.2 BID ITEM 96: PARKING METER (REMOVE & REINSTALL) 17
4.3 BID ITEM 97: CIVIL PLANS 18

1.1 MOBILIZATION (PER WORK PACKAGE)

The unit price for “Mobilization & Demobilization” shall include, but is not limited to, all costs for delivering and removing all materials, equipment, tools and labor to and from a single work area except as provided below. The contractor shall receive the mobilization and demobilization payment once for each construction order issued, with the following exceptions:

> If the contractor is assigned up to 4 consecutive “Replacement and New Installations” construction orders by the Engineer within a 3-mile radius of each other, the construction orders shall be executed by the Contractor jointly with a single mobilization payment. The Contractor shall be paid the highest of the jointly executed construction orders’ "mobilization & demobilization" unit prices.

1. The Work shall include Mobilization in accordance with Section 01721 MOBILIZATION of the GENERAL REQUIREMENTS including but not limited to:
    a. The movement of personnel, equipment, supplies and incidentals to the project sites.
    b. Temporary laydown area and obtaining all permits and clearance requirements to secure and utilize the laydown area
    c. The establishment of field offices, parking, utilities and other facilities at the Work Area Sites for the CITY and the CONTRACTOR, as specified in Section 01721.
    d. Requesting the Los Angeles Department of Transportation for “no parking” permits and signages.
    e. Distributing Notice to Residents prior to the start of construction.

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f. Applying for permits (if applicable) and coordinating work with other agencies such as LADOT, CALTRANS, LADWP, SCG, LADBS, and other utility companies and public agencies.

g. Field design work, such as aid in directing field crews in laying out forms, stringing lines, and hubs without detailed plans to pour ADA compliant sidewalks and curb ramps for simple standard plan cases or minor variations

2. The Work shall include all labor, materials, and equipment necessary for reconstruction of the Pedestrian Facilities and related elements in accordance with Section 01112 DESCRIPTION OF WORK of the GENERAL REQUIREMENTS and the Contract Documents.

3. The Work shall include the cost of implementing, monitoring, and removing traffic signs for the construction of all the WORK described herein of for the convenience of the CONTRACTOR in accordance with the Traffic Control Plans provided by the CITY.

1.2 BID ITEMS 2-6: TRAFFIC CONTROL PLANS

1. All the work shall be per the Work Area Traffic Control Handbook (WATCH) if no Traffic Control Plans are required. Contractor shall verify with the Los Angeles Department of Transportation (LADOT) if Traffic Control Plans are required for the sites.

2. Where Engineered Traffic Control Plans are not required by LADOT, all traffic control implementation shall be per the Work Area Traffic Control Handbook (WATCH) or LADOT's Standard Plans for Worksite Traffic Control Plans (WTCP), with concurrence by LADOT, and all associated implementations. The following links can be used to obtain (WTCP):

   a. **LADOT's main page for TCP:**
   https://ladot.lacity.org/businesses/temporary-traffic-control-plans

   b. **TCP Requirement Flowchart:**
   https://ladot.lacity.org/sites/default/files/documents/tcp_requirement_flowchart_online_0.pdf

   c. **LADOT TCP Standard Plans:**
   https://ladot.lacity.org/sites/default/files/documents/standard-plans-guide_2.pdf

   (note: selected standard plan must match exact current road conditions and work areas)

   d. **DOT's TCP Submittal form:**
   https://docs.google.com/forms/d/e/1FAIpQLSdUAo3Zy4QF7w3CwruSI0ppeZhHeG91tbm8zPFoSMqE73Xc-w/viewform

   e. **Design reference library:**
   https://ladot.lacity.org/businesses/temporary-traffic-control-plans/reference-library

   f. **TCTMC Streets of Significance:**

https://navigatela.lacity.org/common/mapgallery/tctmc.cfm

g. **TCTMC Submittal Requirements:** https://eng.lacity.org/permits/major-transit-and-transportation-construction-traffic-management-committee/items-required-meeting

3. The CONTRACTOR shall verify with the Los Angeles Department of Transportation (LADOT) if Engineered Traffic Control Plans (TCPs) are required for the each site. Where TCPs for each site are required to be prepared by a licensed Traffic Engineer registered in the State of California, CONTRACTOR shall do so, and compensation will be per this Bid Item.

4. Where said Engineered Traffic Control Plans (TCPs) in 2.b above are required by LADOT, the CONTRACTOR shall prepare such TCPs and obtain approval from LADOT within 60 calendar days following the Notice to Proceed.

5. The CONTRACTOR shall be responsible for obtaining the Traffic Control Plans from LADOT and implement it during construction for the sites that requires per above Note No. 1. Traffic control plans that require an engineering stamp will be reimbursed to the CONTRACTOR per this Bid Item.

6. The CONTRACTOR'S expenses for permit fees shall be included in the bid item without compensation of any mark-ups. The CONTRACTOR shall include in the Bid the amount stipulated under TRAFFIC CONTROL and PERMITS in the SCHEDULE OF WORK AND PRICES in the Bid Proposal.

7. This section supersedes all other section including section 1562.

8. Permit fees are not covered by this Bid Item.

1.3 BID ITEMS 7-12, 14-16: REMOVE SIDEWALK, CURB, CURB AND GUTTER, DRIVEWAY, CONCRETE PAVEMENT, ALLEY (6"), AND BUS PAD

1. The unit price bid per linear foot (LF) for curb and curb & gutter and per square foot (SF) for sidewalk, driveway, concrete pavement, alley (6") and bus pad shall compensate the CONTRACTOR for all work related to removal of subject elements.

2. The unit price for removal shall include all labor, material, equipment, demolition, disposal, and all other related Work and incidentals.

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3. The unit prices bid shall include costs for saw-cutting curb & gutter, curb, sidewalk, and driveway. The placement of steel plates for temporary access shall be included as needed or required elsewhere in the Contract Documents.

4. The removal and disposal shall conform to Section 300-1.3 of the SSPWC (Greenbook) and the City's Additions and Amendments to the SSPWC (Brownbook), as well as General Requirements Section 01572.

5. The amount payable under this item shall be determined in accordance with the linear foot (LF) and square feet (SF) of material removed.

1.5 BID ITEMS 13: AC PAVEMENT REMOVAL

1. The unit price bid per square foot (SF) shall compensate the CONTRACTOR for the removal of asphalt concrete, including all labor, material, equipment, demolition, disposal, and all other related Work and incidentals.

2. The unit price bid shall include saw-cutting of the asphalt for material removal per plan and the placement of steel plates for temporary access as needed or required elsewhere in the Contract Documents.

3. The removal and disposal shall conform to Section 300-1.3 of the SSPWC (Greenbook) and the City's Additions and Amendments to the SSPWC ("Brown Book"), as well as General Requirements Section 01572.

4. Any concrete pavement that may be present under the asphalt shall be compensated per Bid Item 4.

5. Asphalt Concrete thickness, unless otherwise specified shall be assumed to be 4" for Alley, 6" for Local Streets, and 8" for Collector, Secondary, and Major Streets. Payment adjustment for pavement thickness shall be in accordance with bid unit pricing.

6. The amount payable under this item shall be determined in accordance with the square feet (SF) of asphalt removed, regardless of the actual thickness removed.

1.5 BID ITEMS 17: EXCAVATION

1. The unit price bid per cubic yard (CY) shall compensate the CONTRACTOR for the removal and disposal of excavated materials, including all labor, material, equipment, demolition, disposal, and all related work, in accordance with the Contract Documents.

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2. The amount payable under this item shall be determined in accordance with the cubic yard (CY) of material excavated.

1.6 BID ITEMS 18-27, 29-32:CONSTRUCT, CURB, CURB & GUTTER, CROSS/LONGITUDINAL GUTTER, RETAINING CURB, SIDEWALK (4"-6" INCLUDING HIGH STRENGTH), DRIVEWAY (4"-8" INCLUDING HIGH STRENGTH), CONCRETE PAVEMENT (6"-8"), CONCRETE ALLEY (4"-6") AND 8" BUS PAD

1. The unit price bid per linear foot (LF) for curb, curb & gutter, cross/longitudinal gutter, retaining curb and per square foot (SF) for sidewalk (4"-6" including high strength), driveway (4"-8" including high strength), concrete pavement (6"-8"), concrete alley (4"-6") and 8" bus pad shall compensate the CONTRACTOR for all work related to the construction of the subject elements.

2. The unit price bid shall compensate the CONTRACTOR for all labor (including placement and forming), material, and equipment to construct the Work and incidentals as required by the Contract Documents.

3. Areas shall include sidewalk, sidewalk transition panels, driveways, street curbs and retaining curbs outside of the curb ramp limits, integral curb & gutter outside of the curb ramp limits, and reinforced concrete retaining curb.

4. High early strength shall be used as required by Contract Documents and authorized by the Engineer.

5. Concrete mixes shall be in accordance with SSPWC (Greenbook) and "Brown Book" Section 201-1. High early strength concrete shall be in accordance with "Brown Book" Section 201-1.8.

6. Submittals are required for all the concrete mixes and shall be submitted per SSPWC (Greenbook) and "Brown Book" Section 2-5.3 requirements for the City Engineer review and approval.

7. Concrete placement for sidewalk and driveway, curb, and curb and gutters shall be per SSPWC (Greenbook), "Brown Book" Section 302-6, 303-5 and Standard Plans S-400 Series requirements.

8. The amount payable under this item shall be determined in accordance with the linear foot (LF) and square feet (SF) of material installed.

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1.7 BID ITEMS 28: ASPHATL CONCRETE PAVEMENT (4”-8”)

1. The unit price bid per square foot (SF) shall compensate the CONTRACTOR for all work including labor, equipment and materials for the placement and compaction of asphalt concrete.

2. Placement of the asphalt concrete shall be done in accordance with the latest SSPWC (Greenbook) and “Brown Book” Section 302-5 requirements.

3. Asphalt Concrete shall be in accordance with SSPWC (Greenbook) and “Brown Book” Section 203-6.

4. If the existing pavement is over 8”, then use the resurfacing schedule below.

Resurfacing Schedule	
Major	8” AC on 8” CMB
Secondary	8” AC on 8” CMB
Collector	8” AC on 6” CMB
Local	6” AC on 4” CMB
Alley	6” AC on 4” CMB

5. Submittals are required for asphalt concrete mixes and shall be submitted in accordance with General Requirements Section 01330, SSPWC (Greenbook) and “Brown Book” Section 2-5.3 for review and approval by the ENGINEER.

6. The amount payable under this item shall be determined in accordance with the square feet (SF) of asphalt concrete installed regardless of the thickness.

1.8 BID ITEMS 34: CRUSH MISCELLANEOUS BASE- UNTREATED BASE MATERIAL

1. The unit price bid per cubic yard (CY) shall compensate the CONTRACTOR for all work including labor, equipment and materials for the placement and compaction of the untreated base material under the sidewalk, curb, curb & gutter, driveway, asphalt, etc., outside of the curb ramp limits.

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2. Site preparation and placement of the untreated base material shall be in accordance with SSPWC (Greenbook) Sections 301-1 and 301-2 and "Brown Book" Section 301-2 requirements.

3. The amount payable under this item shall be determined in accordance with the cubic yard (CY) of material placed.

1.9 BID ITEMS 40: PAINT CURB

1. The unit price bid per linear foot (LF) shall compensate the CONTRACTOR for the painting of the curb, including equipment, labor and material as marked in contract drawings.

2. Painting shall be in accordance with SSPWC (Greenbook) Section 314-4.

3. The amount payable under this item shall be determined in accordance with the linear foot (LF) of curb painted.

2.0 BID ITEMS 41-43: ADJUST UTILITY MAINTENANCE HOLE TO GRADE, ADJUST UTILITY VAULT TO GRADE, ADJUST UTILITY PULLBOX TO GRADE

1. The unit prices bid shall compensate the CONTRACTOR for all work including labor, equipment, materials and incidentals to adjust water/gas meter/vent to grade as required by the Contract Documents, L.A. City Standard Plans, and by the utility owner.

2. The CONTRACTOR shall contact the utility owner prior to starting any work to coordinate the adjustment with the utility company and to make sure all the construction requirements are met.

3. The amount payable under this item shall be determined in accordance with the number of each maintenance hole/vault/utility pullbox adjusted to grade.

4. If the utility owner does not allow CONTRACTOR to perform the adjustment work directly, CONTRACTOR shall subcontract, coordinate, support the utility owner as necessary, and provide all labor, equipment, and materials, to complete Work called for in the Contract Documents within the Contract duration. All costs shall be included in the respective unit prices bid. The CITY does not guarantee any of the utility work shown on the Plans, nor any schedule on behalf of the utility owner; CONTRACTOR shall coordinate with respective utility owners and include all costs in the respective unit prices bid.

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2.1 BID ITEMS 44-47: FURNISH & INSTALL STREET LIGHTING PULLBOX WITH LID (COMPOSITE TYPE 2 AND 3), FURNISH & INSTALL TRAFFIC SIGNAL PULLBOX WITH LID (COMPOSITE TYPE 2 AND 3)

1. The unit price bid for each item shall compensate the CONTRACTOR for all work including coordination, labor, equipment and materials to remove existing elements, furnish and install new pullboxes with lids as required by the Contract Documents, including base materials per L.A. City Standard Plans, and as required by the utility owner.

2. Materials and products shall be approved for use in the CITY public right of way as listed on the City of Los Angeles Bureau of Engineering Approved Products Tracking System (https://boe.lacity.org/apm/menu.cfm). Alternatively, products maybe submitted for review and approval by the ENGINEER in accordance with General Requirements Section 01330.

3. The CONTRACTOR shall coordinate with respective utility owners (private and CITY owned) for product availability and procurement. CONTRACTOR shall be responsible for procurement of products and materials as needed to complete the Work per Contract Documents. All costs shall be included in the unit price bid.

4. Pull Boxes for the Los Angeles Department of Transportation and Bureau of Street Lightning shall conform to “Green Book” Sections 307-11, 307-16 and 307-17.

5. The amount payable under this item shall be determined in accordance with the number of each item removed, furnished and installed.

2.2 BID ITEMS 48, 53: ADJUST WATER / GAS METER / VENT AND GAS VALVE TO GRADE

1. The unit prices bid shall compensate the CONTRACTOR for all work including labor, equipment, materials and incidentals to adjust water/gas meter/vent and gas valve to grade as required by the Contract Documents, L.A. City Standard Plans, and by the utility owner.

2. The CONTRACTOR shall contact the utility owner prior to starting any work to coordinate the adjustment with the utility company and to make sure all the construction requirements are met.

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3. The amount payable under this item shall be determined in accordance with the number of each maintenance hole adjusted to grade.

4. If the utility owner does not allow CONTRACTOR to perform the adjustment work directly, CONTRACTOR shall subcontract, coordinate, support the utility owner as necessary, and provide all labor, equipment, and materials, to complete Work called for in the Contract Documents within the Contract duration. All costs shall be included in the respective unit prices bid. The CITY does not guarantee any of the utility work shown on the Plans, nor any schedule on behalf of the utility owner; CONTRACTOR shall coordinate with respective utility owners and include all costs in the respective unit prices bid.

2.3 BID ITEM 50 AND 52: R&R CB LID PER STD S-343-1 AND R&R CURBSIDE GRATING BASIN STD S-354-0

1. The unit price bid shall compensate the CONTRACTOR for removing and replacing Catch Basin Lid, including all labor (preparation and placement), material (including import), equipment, and all other related Work.

2. Catch Basin lid remodeling shall be in accordance with Standard Plan S-343- 1. This Standard Plan applies only if catch basin belongs to LA City.

3. Contractor to verify if catch basin belongs to LA City or any other agency. If catch basin belongs to an agency other than LA City, Contractor shall prepare and submit the required documentation to get the permit approval from that agency and implement it during construction for the catch basin lid remodeling.

4. The amount payable under this item shall be determined in accordance with the number of catch basin lid removed and replaced.

2.4 BID ITEM 51: PAINT THERMOPLASTIC “NO DUMPING” 12X12

1. The unit price bid shall compensate the CONTRACTOR for replacing thermoplastic “No Dumping” 12”x12” marking for City owned catch basins, including all labor (preparation and placement), material (including import), equipment, and all other related Work.

2. Thermoplastic paint shall be in accordance with SSPWC (Greenbook) Section 314-4.

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3. "No Dumping" marking shall be placed only when the existing catch basin lid is removed and replaced.

4. Please see Attachment B for 12"x12" label and specifications.

5. The amount payable under this item shall be determined in accordance with the number of each thermoplastics "No Dumping" 12"x12" marking replaced

2.5 BID ITEMS 55, 56, AND 57: DIAMETER SCHEDULE 80 PVC PIPE (4" AND 6") AND RECTANGULAR METAL PIPE

1. The price bid per linear foot (LF) shall compensate the CONTRACTOR for all work including labor, equipment and materials for the removal of the existing drains and the installation of the respective drainage system as required by the Contract Documents.

2. The amount payable under this item shall be determined in accordance with the linear foot (LF) of the drain pipe removed and installed.

2.6 BID ITEMS 60 AND 61: FURNISH & INSTALL METER BOX WITH STEEL LID (NO 2 AND 3)

1. The unit price bid for each item shall compensate the CONTRACTOR for all work including coordination, labor, equipment and materials to remove existing elements, furnish and install new street lighting pullboxes with lids and steel water meter lids, respectively as required by the Contract Documents, including base materials per L.A. City Standard Plans, and as required by the utility owner.

2. Materials and products shall be approved for use in the CITY public right of way as listed on the City of Los Angeles Bureau of Engineering Approved Products Tracking System (https://boe.lacity.org/apm/menu.cfm). Alternatively, products maybe submitted for review and approval by the ENGINEER in accordance with General Requirements Section 01330.

3. The CONTRACTOR shall coordinate with respective utility owners (private and CITY owned) for product availability and procurement. CONTRACTOR shall be

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responsible for procurement of products and materials as needed to complete the Work per Contract Documents. All costs shall be included in the unit price bid.

4. Pull Boxes for the Los Angeles Department of Transportation and Bureau of Street Lightning shall conform to “Green Book” Sections 307-11, 307-16 and 307-17.

5. The amount payable under this item shall be determined in accordance with the number of each item removed, furnished and installed.

2.7 BID ITEM 62: FURNISH & INSTALL 6” DIAMETER CONCRETE VALVE

1. The unit price bid shall compensate the CONTRACTOR for furnishing and installing 6” concrete valve, including equipment, labor and material.

2. The CONTRACTOR shall contact the valve owner prior to starting any work to coordinate with the utility company and to make sure all the construction requirements are met.

3. The amount payable under this item shall be determined in accordance with the number of 6” Diameter Concrete Valve furnished and installed.

2.8 BID ITEMS 63- 65: TREE & STUMP REMOVAL (6 TO 24 INCHES AND OVER 24” DIAMETER) AND STUMP REMOVAL

1. The unit price bid shall compensate the CONTRACTOR for the removal including equipment, labor and disposal of the stump and roots. CONTRACTOR shall secure the services of a certified Arborist for the execution of tree work, as provided in the Urban Forestry Division (UFD) "Tree Permits". Tree Permit conditions to be provided after the award of the contract. Those tree work requirements include but are not limited to tree removal, grinding, pruning, trimming, planting etc. CONTRACTOR's Arborist/Tree Trimming Company shall employee at least one (1) staff person that has a "High Voltage Line Clearance Certification" per OSHA 1910.269(m).

2. The Bureau of Street Services Urban Forestry Division will assess/inspect the tree to provide recommendations and issue tree permits within the public right-of-way.

3. Contractor shall contact Luis Torres at (213) 847-3033 at least 10 business days prior to construction for tree related work.

4. The amount payable under this item shall be determined in accordance with the number of each tree & stump removed.

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2.9 BID ITEM 66: FURNISH & PLANT 24" BOX SIZE TREE

1. The unit price bid shall compensate the CONTRACTOR for the furnishing and planting each 24" box tree, including equipment, labor and material (including cost of each tree, delivery and planting).

2. The CONTRACTOR shall contact the Bureau of Street Services, Urban Forestry Division, once the new trees are planted in order to start watering the newly planted trees.

3. The CONTRACTOR shall contact Luis Torres at (213) 847-3045 at least 10 business days prior to construction for tree related work.

4. The planting of the new tree shall conform to Standard Plan S-456-2.

5. No additional payment will be made for additional tree well or parkway installation of forms as this work is incidental to this pay item.

6. The amount payable under this item shall be determined in accordance with the number of each tree planted.

3.0 BID ITEMS 68-69: TREE ROOT PRUNING / SHAVING (PER TREE) AND TREE CANOPY PRUNING (PER TREE)

1. The unit price bid shall compensate the CONTRACTOR for all work including labor, equipment, materials, and disposal for root pruning/shaving each tree and canopy pruning/trimming each tree, respectively, as required by the Contract Documents, including permit conditions issued by the Bureau of Street Services Urban Forestry Division.

2. All costs for CONTRACTOR's compliance with permit conditions issued by the Bureau of Street Services Urban Forestry Division shall be included in this bid item.

3. The amount payable under this item shall be based on each tree pruned/shaved/trimmed regardless of the extent of pruning/shaving/trimming required for each tree.

3.1 BID ITEM 70: INSTALL ROOT CONTROL BARRIER

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1. The unit price bid per linear foot (LF) for the root control barrier shall compensate the CONTRACTOR for installation, including equipment, labor and material.

2. The installation of the root control barrier shall conform to Standard Plan S-456-2.

3. The amount payable under this item shall be determined in accordance per linear foot (LF) of root control barrier installed.

3.2 BID ITEM 73: TOP SOIL

1. The unit price bid per square foot (SF) shall compensate the CONTRACTOR for all work including labor, equipment and materials for placing and compacting top soil in accordance with the Contract Documents.

2. The amount payable under this item shall be determined in accordance with the square feet (SF) top soil placed regardless of the thickness.

3.3 BID ITEM 76: REMOVE AND INSTALL DECORATIVE TILE (MATCH EXISTING)

1. The unit price bid shall compensate the CONTRACTOR for removing and replacing decorative tiles, including all labor (preparation and placement), material (including import), equipment, and all other related Work.

2. The amount payable under this item shall be determined in accordance with the square feet (SF) of decorative tiles removed and replaced.

3.4 BID ITEM 78: TEMPORARY DRAINAGE INLET PROTECTION

1. The unit price bid shall compensate the CONTRACTOR for the cost of performing work at each site associated with the protection of each existing drainage inlet within the project limits. Unit price includes labor, materials and equipment.

3.5 BID ITEM 79: FURNISH AND INSTALL PEDESTRIAN PIPE GUARDRAIL /HANDRAIL (S-463-3)

1. The unit price bid per linear foot (LF) shall compensate the CONTRACTOR for the furnish and installation of the pedestrian pipe guardrail/ handrail, including labor (including placement and forming), material and equipment.

2. Handrail shall be in accordance with Standard Plan S-463-3.

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3. The amount payable under this item shall be determined in accordance with the linear foot (LF) of handrail removal and installation.

3.6 BID ITEM 83: REMOVE & REINSTALL BIKE RACK

1. The unit price bid shall compensate the CONTRACTOR for all work including labor, equipment, materials, storage, and coordination required to remove and reinstall each bike rack as required by the Contract Documents, including L.A. City Standard Plan S-671-2.

2. If any of the respective items are damaged during removal, CONTRACTOR shall replace with approved new materials and products as required by the CITY and/or the respective owner, at no additional cost to the CITY.

3. If it is determined during construction that any of the respective elements to be reinstalled per plan are outdated and are required to be replaced with current approved products, CONTRACTOR shall coordinate and procure new products as required by the owner and as approved by the ENGINEER. Additional costs, if any, for new materials and products shall be approved by the ENGINEER and addressed through a Change Order in accordance with General Requirements 01254, with no markups. All other costs shall be included in the unit price bid.

4. CONTRACTOR shall submit shop drawings for review and approval by the ENGINEER in accordance with Specification Section 01330 prior to fabrication or procurement of new bike racks. All associated costs shall be included in the unit price bid.

5. The amount payable under this item shall be determined in accordance with each existing bike rack removed and new compliant bike rack installed, respectively.

3.7 BID ITEM 85: STREET SIGN (REMOVE & REINSTALL)

1. The unit price bid shall compensate the CONTRACTOR for all work including labor, equipment, materials, storage, and coordination required to remove and reinstall each street sign as required by the Contract Documents and the owner.

2. If any of the respective items are damaged during removal, CONTRACTOR shall replace with approved new materials and products as required by the CITY and/or the respective owner, at no additional cost to the CITY.

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3. If it is determined during construction that any of the respective elements to be reinstalled per plan are outdated and are required to be replaced with current approved products, CONTRACTOR shall coordinate and procure new products as required by the owner and as approved by the ENGINEER. Additional costs, if any, for new materials and products shall be approved by the ENGINEER and addressed through a Change Order in accordance with General Requirements 01254, with no markups. All other costs shall be included in the unit price bid.

4. The amount payable under this item shall be determined in accordance with the number of each item removed and reinstalled.

3.8 BID ITEM 86: R&R NEWSPAPER DISPENSER / TRASH BIN

1. The unit price bid shall compensate the CONTRACTOR for removing and reinstalling each newspaper dispenser/trash bin and parking meter, including equipment, labor and safe storage.

2. The amount payable under this item shall be determined in accordance with the number of each newspaper dispenser/trash bin and parking meter removed and reinstalled.

3.9 BID ITEM 87: R&R BUS BENCH

1. The unit price bid shall compensate the CONTRACTOR for the removal and reinstallation of the bus stop benches outside the bus/transit shelter, including labor, material and equipment.

2. CONTRACTOR shall contact Juan Lopez or Glenn Flutie of ISSM at (310) 559-1600 at least 4 weeks prior to any required removal and reinstallation of any City advertisement bus bench or regular bus bench.

3. All work done by the Contractor's authorized vendor shall be paid by the CONTRACTOR.

4. Contractor is to notify METRO at (213) 922-4632 or (213) 922-4646 at least 2 weeks prior to construction for bus stop temporary closure.

5. The amount payable under this item shall be determined in accordance with the number of each bus shelter removed and reinstalled.

4.0 BID ITEM 91: R&R TYPE 7 POLE WITH APS PUSH BUTTON

1. The unit price bid shall compensate the CONTRACTOR for the removal and reinstallation of the pedestrian push button, including labor, material and equipment.

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2. CONTRACTOR shall contact LADOT George Nocifore at (213) 216-4677 and City's Construction Manager at least 10 business days prior to construction for the pedestrian push button relocation.

3. CONTRACTOR SHALL CONTACT GEORGE NOCIFORE AT (213) 216-4677, TIM CONGER AT (213) 972-5015, AND CITY'S CONSTRUCTION MANAGER AT LEAST 30 BUSINESS DAYS PRIOR TO CONSTRUCTION TO REQUEST POLE ADJUSTMENT WORK BY DOT FORCES.

4. The amount payable under this item shall be determined in accordance with the number of each pedestrian push button removal and reinstallation.

4.1 BID ITEM 95: R&R BUS SHELTER

1. The unit price bid shall compensate the CONTRACTOR for the removal and reinstallation of the bus shelter and the bus bench inside the shelter (if applicable), including labor, material and equipment.

2. CONTRACTOR shall coordinate with the City's authorized vendor, Insite Street Media, LLC (ISSM) and Outfront Media/JC Decaux, LLC (OFMJCD) to remove and reinstall the bus shelter and bus bench. All cost related items shall discussed prior to the submission of bid proposal.

3. CONTRACTOR shall contact Jovany Morales or Glenn Flutie of ISSM at (310) 559-1600 at least 4 weeks prior to any required removal and reinstallation of any City advertisement bus bench.

4. CONTRACTOR shall contact Guillermo Gonzalez of OFMJCD at (213) 608-0872 or (213) 847-0872 at least 6 weeks prior to any required removal and reinstallation of transit shelter.

5. CONTRACTOR shall notify METRO at (213) 922-4632 or (213) 922-4646 at least 2 weeks prior to construction for bus stop temporary closure.

6. CONTRACTOR shall contract Jovany Morales or Glenn Flutie of ISSM at (310) 559-1600 upon completion of construction activities affecting bus stop landing areas to coordinate the reinstallation of any City advertisement bus bench temporary removed for construction purposes.

7. The amount payable under this item shall be determined in accordance with the number of each bus shelter removed and reinstalled.

4.2 BID ITEM 96: PARKING METER (REMOVE & REINSTALL)

1. The unit price bid shall compensate the CONTRACTOR for removing and reinstalling each parking meter, including equipment, labor and safe storage.

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2. CONTRACTOR shall use LADOT approve version of California Manual on Uniform Traffic Control Devices (MUTCD) for any type of traffic sign installation.

3. The amount payable under this item shall be determined in accordance with the number of each parking meter removed and reinstalled.

4.3 BID ITEM 97: CIVIL PLANS

1. The CONTRACTOR shall perform all calculations and engineering to complete site designs in accordance with local, state, and federal requirements, including the City of Los Angeles Standard Plans, the 2010 Americans with Disabilities Act (ADA) Standards for Accessible Design and the 2019 California Building Code (CBC).

2. The design shall use and comply with the City's current Standard Plans and design practices. Standard Plans and design manuals are available through the following website: http://eng.lacity.org/techdocs/index.htm

3. Intermediate Sketch Plans - DESCRIBE

   Design plans and drawings, including Surveys, when required, shall be prepared in accordance with the Bureau of Engineering (BOE) CAD Standards using Autodesk AutoCAD or Civil 3D. CAD Standards, templates, and borders to be used are available through the following website: http://eng2.lacity.org/techdocs/CADSTDS/cad_details.htm

4. The CONTRACTOR shall prepare and provide sketched plans for all curb ramps, driveways and sidewalks. An example is provided for reference as ATTACHMENT A1.

5. The CONTRACTOR shall prepare a driveway analysis for all driveways encountered at the site per Standard Plan S-440-4. An example is provided for reference as ATTACHMENT A3.

6. All plans and drawings shall be stamped and signed by a licensed Civil Engineer registered in the State of California, when required. The CONTRACTOR's Engineer shall be the Engineer of Record for each design.

7. Prepare and submit signed Right-of-Entry forms (Example is provided as per ATTACHMENT A4)

8. Prepare and submit LAMC checklist as per ATTACHMENT A2

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ATTACHMENT S

BUREAU OF ENGINEERING

RAPID PEDESTRIAN FACILITY REPAIR PROGRAM SERIAL NO. 1 CONTRACT

City of Los Angeles
California

Department of Public Works
Bureau of Engineering

ENGINEERING
CITY OF LOS ANGELES

CONTRACT WITH ALL APPENDICES

BETWEEN

THE CITY OF LOS ANGELES

AND

FOR THE

RAPID PEDESTRIAN FACILITY REPAIR PROGRAM

CONTRACT SERIAL NO. 1 (RPFRP1)

CITY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
BUREAU OF ENGINEERING
SIDEWALK COMPLIANCE DIVISION

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This Rapid Pedestrian Facility Repair Program Contract, hereinafter referred to as the "CONTRACT" is made and entered into by and between the **CITY OF LOS ANGELES**, hereinafter referred to as the “CITY”, a municipal corporation acting by order of and through its Board of Public Works, hereinafter referred to as the "BOARD”, and **CONTRACTOR’S NAME**, hereinafter referred to as the “CONTRACTOR”.

WITNESSETH:

Whereas, the failure of pedestrian facilities can introduce barrier to equal access, jeopardize public health and safety, and increase liability for the City and adjacent Property owner; and

Whereas, certain expedited repair work beyond the capability of the CITY’S maintenance forces must be performed by private Contractors; and

Whereas, the BOARD of the CITY has declared that the installation, repair, remediation, construction, design, inspection, monitoring and support costs to CITY pedestrian facilities under the Settlement Agreement (Case No. CV 10-05782 CBM (RZx) is of urgent necessity, and the Council and the Mayor have approved the same, so that this CONTRACT may be made to facilitate the expeditious repair of damaged pedestrian facilities to ensure public safety; and

Whereas, the BOARD authorized the City Engineer of the Bureau of Engineering or his designated representative, hereinafter referred to as the “ENGINEER” to advertise a Request for Qualifications, hereinafter referred to as the "RFQ", for urgent necessity pedestrian facilities repairs and to conduct a pre-qualification evaluation in order to establish a list of pre-qualified Contractors to perform such and repairs; and

Whereas, this CONTRACT is one of five (5) identical CONTRACTS with the five (5) qualified Contractors, who were also the five lowest, responsible, and responsive bidders when qualified and selected for the "Rapid Pedestrian Facility Repair Program Pre-Qualified Contractors List", hereinafter referred to as the “LIST”, each executed on its respective last page; and

Now, therefore, in consideration of the promises, and of the terms and conditions hereinafter set forth, the parties agree as follows:

ARTICLE 1 – CONSTRUCTION OF PROVISIONS AND TITLES HEREIN

All titles, subtitles, or headings in this CONTRACT have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this CONTRACT shall be construed according to its fair meaning and not strictly for or against the CITY or CONTRACTOR. The word "CONTRACTOR" herein this CONTRACT includes the party or parties identified in the Contract. The singular shall include the plural; if there is more than one CONTRACTOR herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

The number of original texts of this CONTRACT shall be equal to the number of the parties hereto, one text being retained by each party. At the CITY's option, one or more additional original texts of this CONTRACT may also be retained by the CITY.

ARTICLE 2 - DEFINITIONS

Definitions in Section 00100 of the General Conditions, hereinafter referred to as the "GC" are used in this CONTRACT; each shall have the meaning set forth therein. In addition, the following definitions shall apply:

RAPID PEDESTRIAN FACILITY REPAIR PROGRAM PRE-QUALIFIED CONTRACTORS LIST (LIST)**:** The LIST of pre-qualified urgent necessity pedestrian facilities Contractors.

CONSTRUCTION ORDER: A document issued to authorize work assignments and method of payment.

BID EVALUATION WORKBOOK: An excel workbook which consists of a sample composite scope of work for bid evaluation purposes based on historical sidewalk repair and rehabilitation work executed under the CONTRACT and based on the ENGINEER'S experience.

ARTICLE 3 - TERM OF THE CONTRACT

Unless otherwise provided, this CONTRACT shall take effect when all of the following events have occurred:

A. This CONTRACT has been signed on behalf of CONTRACTOR by the person or persons authorized to bind CONTRACTOR hereto;

B. This CONTRACT has been approved by the City Council or by the BOARD, officer or employee authorized to give such approval;

C. The Office of the City Attorney has indicated in writing its approval of this CONTRACT as to form; and

D. This CONTRACT has been signed on behalf of the CITY by the person designated by the City Council, or by the BOARD, officer or employee authorized to enter into this CONTRACT.

This CONTRACT, signed by the parties on the dates inscribed below, shall be effective and shall remain in force for a term of three (3) years from the date that the CONTRACT is fully executed, unless terminated sooner in accordance with Articles 6 and Article 33 herein.

ARTICLE 4 - PARTNERING

Partnering between the CITY and the CONTRACTOR will be utilized during this CONTRACT. Partnering will create a framework for conflict resolution, improved communications, avoidance of litigation, and cost containment. The CITY and the

CONTRACTOR will jointly develop an Issue Resolution Ladder to establish a communication protocol to be utilized in elevating issues to achieve resolution in a timely manner. Partnering is intended to establish an environment of cooperation between the parties and will not affect the terms of this CONTRACT. The ENGINEER may request partnering sessions for individual projects, as deemed necessary by the ENGINEER. Attendance at all partnering sessions is mandatory; non-attendance will be considered the same as a rejection of an offer of work pursuant to Article 6.

ARTICLE 5 - APPLICABILITY

This CONTRACT shall be applicable to the repair, replacement, installation and/or design of damaged pedestrian facilities within the City of Los Angeles, in the case that the repairs are required in an expeditious manner as determined by the CITY. Such repair or replacement work may include portions of sidewalk, curb ramps, crosswalks, and may further include additional repairs to driveways, curbs, gutters, and streets (as needed to complete sidewalk repairs). Associated auxiliary work with also be required, including but not limited to tree removal, tree treatments, utility relocations, and temporary/permanent traffic control.

ARTICLE 6 - ASSIGNMENT OF WORK

6.1 The BOARD, at its sole discretion, shall determine whether to assign repair or replacement work to the CONTRACTOR under this CONTRACT. In addition, the BOARD may, at its sole discretion, delegate the authority to make such a decision to the ENGINEER under guidelines established by the BOARD.

6.2 Except as delineated in Article 6.5, Contractors “active” on the LIST will be offered work on a lowest Quantity Take Off, hereinafter referred to as the 'QTO", estimate basis. As CITY pedestrian facilities are located and identified as requiring urgent necessity design, remediation, installation, removal or repair, and when the BOARD or its designated representative elects to assign work under this CONTRACT, the ENGINEER will utilize each of the Contractors’ bid item prices to prepare an estimate. The Contractor with the lowest QTO estimate will be

offered the work specified in the construction order. Each construction order will consist of one location, unless otherwise specified by the ENGINEER. The ENGINEER may elect to offer the work to another Contractor on the LIST, other than the lowest bidder, as outlined in General Requirements, hereinafter referred to as the "GR", Section 01112. The Contractor will be informed of the facility location, the known damage, the potential repair work, the name of the engineer and contact information.

6.3 A Contractor is considered “active” on the LIST when all necessary bonds and insurance documents are up to date and on file with the BOARD and the current labor and equipment rates are on file with the ENGINEER. If all necessary bonds and insurance documents are not up to date with the BOARD or if the current labor and equipment rates are not on file with the ENGINEER, the Contractor will be considered to be inactive on the LIST. Work offers will not be made until the necessary documents are on file.

6.4 The ENGINEER is responsible for preparing the construction order, which includes a QTO estimate of all anticipated scope of construction work. The ENGINEER will prepare the QTO estimate (projected costs) using each respective Contractor’s as-bid unit prices. The construction order shall be offered to the Contractor with the lowest QTO estimate. A pre-construction site visit by the Contractor is mandatory for each construction order issued by the ENGINEER before mobilization. A pre-construction site visit includes but is not limited to 1) visiting the job site and 2) verifying field conditions including but not limited to site access, location of the repair, length and extents of repair specified in the construction order. The Contractor must notify the ENGINEER of any discrepancies or changes prior to mobilization.

6.5 Should the ENGINEER determine that some or all of the as-bid unit prices do not apply to the scope of work of a construction order, the ENGINEER will issue a “request for lump sum cost proposal” to all Rapid Pedestrian Facility Repair

Program Contractors for the portion of the work that is determined that as-bid unit prices do not apply. The request for a lump sum cost proposal shall include a detailed description of the scope of work. Unless otherwise exempted by the ENGINEER, a pre-job walk by the Contractors is required before a lump sum cost-proposal is submitted to the ENGINEER. The Contractors shall submit to the ENGINEER a lump sum cost- proposal within ten (10) business days from the date of the request, or as otherwise specified by the ENGINEER. Failure by a Contractor to submit a cost proposal within 10 business days from the date of the request or as otherwise specified by the ENGINEER, may be considered a rejection of work. All lump sum cost proposals will include the total cost of the work, including the allowable markups, bond and insurance, per GR Section 01254. The Contractor with the lowest total project cost (as-bid unit prices plus lump-sum cost proposal) may be selected and issued a construction order for the work. A pre-construction site visit by the Contractor is mandatory for each construction order issued by the ENGINEER before mobilization.

6.6 If the Contractor with the lowest projected cost for new work (utilizing any of the options outlined in this CONTRACT) already has **three (3)** or more active construction orders, has projects that are more than **three (3)** months active without an extension granted by the ENGINEER, or for other reasons as determined by the ENGINEER, then the ENGINEER has the option of issuing the next construction order to a Contractor with a higher projected cost. A construction order is considered “active” starting from the date the construction order is issued. The construction order is considered “not active” when the Statement of Completion is issued per GC Section 00407.

6.7 If a construction order is turned down by or not mobilized to by the Contractor within three (3) months or a timeframe specified by the ENGINEER, this shall be considered a rejection of work and the construction order may be re-issued to a different Contractor. A count of rejected work shall be recorded and used to evaluate the Contractor on the next CONTRACT.

6.8 Although a Contractor may reject any offer of work, three (3) such rejections during the term of this CONTRACT may be cause for removal from the LIST and termination of the CONTRACT.

6.9 If the Contractor stops work for any reason not acceptable to the CITY, the Contractor shall be demobilized and this shall be counted as a work rejection. The ENGINEER shall reassign the work to the next available Contractor.

6.10 If none of the Contractors on the list can begin work within the required time period, the CITY, at its sole discretion, may retain another firm to perform the work.

6.11 During the life of the CONTRACT, the number of Contractors on the LIST may change based on the number of Contractors having been inactivated.

6.12 This CONTRACT shall in no way limit the authority of the Department of Public Works to install, repair, remediate, construct, design, inspect, monitor and support costs to CITY pedestrian facilities under the Settlement Agreement using CITY personnel and equipment or alternate contracts.

ARTICLE 7 - EXPEDITED RESPONSE

The CONTRACTOR must proceed with construction orders in the order in which they are issued or as required by the ENGINEER. If a construction order is issued with a "High Priority" designation, then the CONTRACTOR must start work within fifteen (15) calendar days of issuance of the construction order, or as required by the ENGINEER. All issued construction orders are subject to reprioritization and/or redesignation by the ENGINEER on an as-needed basis. Failure to start work as described above, or within the time required by the ENGINEER may be considered a rejection of work and the CONTRACTOR may be demobilized. The ENGINEER at their own discretion may elect to offer the work to another Contractor on the LIST.

ARTICLE 8 - WORK SCOPE AND SPECIFICATIONS

8.1 All work will be described in a construction order, a revised construction order or a Change Order.

8.2 A construction order issued by the ENGINEER will state the work location, the initial scope of work, method of payment, projected cost estimate and other pertinent notifications. The CONTRACTOR shall perform the work in accordance with the plans and specifications. In the absence of plans and specifications, the CONTRACTOR will perform the work in accordance with the ENGINEER'S instructions. If the scope of work, cost, and/or method of payment changes, a revised construction order and/or a change order will be issued.

8.3 If the construction authority for a construction order, revised construction order or Change Order exceeds $600,000, the CONTRACTOR is required to increase the amount of their payment bond to cover the value of the work. The CONTRACTOR shall not be able to work until said payment bond has been increased and approved by the CITY.

8.4 Construction orders will typically initiate the work under a QTO basis, and will not be considered "change order" work.

8.5 All construction orders or revised construction orders issued are not "Extra Work" for purposes of payment.

8.6 Work assignments will typically consist of one to four work locations per each construction order. At the discretion of the ENGINEER, adjacent work may be added.

8.7 The CITY reserves the right to review and approve the CONTRACTOR'S work force and equipment requirements for each construction order.

8.8 The CONTRACTOR is responsible for tracking Time and Material (T&M) costs in compliance with GR Section 01254. Inaccurate and/or fraudulent T&M charges and/or billings may result in the CONTRACTOR'S removal from the LIST and termination of this CONTRACT. The CITY, at its sole discretion, may make the determination that T&M charges and/or billings are inaccurate and/or fraudulent.

8.9 The CONTRACTOR, on receiving a work assignment through a construction order, shall provide all labor, material, equipment, and services, including any professional technical and specialty services, which may be required to perform the Rapid Pedestrian Facility Repair Program work.

8.10 If there are changes in the course of performing the work, they may be paid by a change order through T&M, and/or bid item quantity adjustments, and/or agreed price, or by a revised construction order and QTO estimate.

8.11 All work shall be performed under the direction of and shall be strictly in accordance with instructions from the ENGINEER. All work shall be inspected and accepted by the Inspector hereinafter referred to as the "INSPECTOR".

8.12 All work shall be subject to acceptance by the BOARD.

8.13 Unless otherwise indicated by the ENGINEER, all work shall be done in accordance with the latest edition of the following:

A. CITY Building and Safety Codes.

B. Parts 2 through 6 of the "Standard Specifications for Public Works Construction" (Green Book), and any supplements thereto, published by "Building News, Inc.", as last amended by the CITY'S "Brown Book".

C. Bureau of Engineering standard plans.

D. 2010 Americans with Disabilities Act (ADA) Standards for Accessible

Design.

E. Bureau of Engineering's Master GC and Master GR.

F. For work bid off the LIST, the specifications will be the Bureau of Engineering's Master GC and Master GR, as last revised at least 30 days prior to issuance of the advertise for bids notification. For the Master Specifications Library refer to http://boe.lacity.org/bms/menu.cfm

G. The CITY'S Department of Public Works Policy for T&M Work, included as an appendix to this CONTRACT and GR Section 01254.

8.14 The CONTRACTOR is required to cooperate with the ENGINEER in the utilization of any online internet applications to process various aspects of the administrative tasks of this CONTRACT.

ARTICLE 9 - COMPENSATION

9.1 Except as delineated hereunder, the CITY will compensate the CONTRACTOR for performing Rapid Pedestrian Facility Repair Program work issued through a construction order under this CONTRACT based on the provisions of the Master General Requirements referenced in Article 8 herein, provided that:

A. All compensation for work based on time and materials shall be in accordance with the T&M Policy and GR Section 01254, and;

B. In the event of a conflict between the provisions of the GRs and the provisions of the T&M Policy, the provisions of the T&M Policy shall take precedence over the GRs.

9.2 The labor rates used to price the Change Order Work shall be those listed on the Bureau of Engineering's website at http://eng.lacity.org/contractors/. The Engineer may approve a higher markup for insurance by review of current invoice(s) of insurance premium, as prepared by insurance companies for the CONTRACTOR or its subcontractors at all tiers, to be submitted by the CONTRACTOR within ten (10) working days after attestation of this CONTRACT.

Refer to GR Section 01254, 1.1 B.1 for more details.

9.3 Equipment rates for owned equipment or equipment provided in other than arm's length transactions shall not exceed the total hourly costs as set forth in the Caltrans "Labor Surcharge and Equipment Rental Rates" effective at the time the T&M Change Order Work is performed. (The Caltrans equipment rental rates are available on the internet at https://www.dot.ca.gov/programs/construction/equipment-rental-rates-and-labor-surcharge). In the event that a piece of equipment used on a Change Order is not listed in Caltrans or the Blue Book, costs may be derived from the Associated General Contractor's of America Equipment Ownership Guide, the Associated Equipment Dealers Guide, or the Equipment Rate Guide published by the U.S. Army Corps of Engineers as adjusted appropriately for the type of work and use and the regional area of the work under this CONTRACT. For rented equipment, please review GR Section 01254 1.1 G.1.

9.4 The CONTRACTOR and all subcontractors performing work under this CONTRACT are to comply with all provisions of the State's Prevailing Wage Requirements. The CITY'S Labor Compliance Manual is included in the Appendices to serve as a guide and is not intended to supersede the requirements as stated in the California Labor Code.

9.5 Work performed in absence of, or contrary to, the ENGINEER'S instructions and consent will not be compensated.

ARTICLE 10 - PAYMENT REQUESTS

10.1 Payment requests shall be submitted in accordance with GR Section 01292: "Payments". The CONTRACTOR shall submit to the INSPECTOR, on a monthly basis, a detailed legible payment request, stating therein the specific work completed and detailing all costs for labor, materials, and equipment as approved by the INSPECTOR. The payment request shall include copies of the construction order(s) and any associated fully-executed change order(s) substantiating the

work completed. Two copies of the payment request shall be provided to the INSPECTOR.

10.2 Payment Requests containing T&M sheets are to be submitted in a format in compliance with the CITY'S T&M Policy (included as an Appendix to this CONTRACT) and in accordance with GR Section 01254 C including, but not limited to the Bureau of Contract Administration, hereinafter referred to as "BCA", T&M sheets signed by the INSPECTOR, legible original invoices, and/or other backup documentation substantiating costs. A separate T&M Form is required for labor, equipment, material, and subcontractors. The equipment listed on the T&M form shall include the name, model, type of equipment, size of equipment, Caltrans code, appurtenances, and only the number of hours worked on T&M work. Information required on the Labor form shall include name of personnel, personnel Department of Industrial (DIR) labor classification, and only the number of hours worked on T&M work for the day being reported.

10.3 Payment for the CONTRACTOR'S payment requests will be based on the CONTRACT's bid items, stipulated unit prices, and approved labor and equipment rates that were in effect at the actual time of construction.

10.4 Payment for bid item work will be based on the CONTRACTOR'S unit prices, submitted in the Statement of Qualifications.

10.5 CONTRACTOR payment requests which are incomplete and/or not utilizing the procedure as described above shall be returned for correction and to be resubmitted.

10.6 All payment requests are to include a cost breakdown and summary of work for each construction order. Record drawings (As-Builts) of the completed work shall be included with the payment request. Payment requests not containing this information will be returned for correction and to be resubmitted.

10.7 Payment requests shall be submitted to the following address:

Bureau of Contract Administration
1149 S. Broadway St., 3rd Floor
Los Angeles, California 90015-2213
Attention: Chief Construction Inspector
Reference: Work Order No._____, Billing No. ___

ARTICLE 11 - FINAL INSPECTION/ACCEPTANCE

Final inspection and acceptance of work performed under this CONTRACT will be in accordance with the GC Section 00407, the GR Section 01452, and the following:

11.1 Final Inspection must be requested by the CONTRACTOR to BCA within three (3) working days of completion of field work. If the CONTRACTOR fails to request final inspection within the required time herein, CONTRACTOR's final invoice will not be processed for the respective construction order until this has been corrected. Repeated failures to request for final inspection within the required time herein may be cause for BCA to issue a Job Memorandum or Notice of Non-compliance to the CONTRACTOR.

11.2 Upon completion of all punch list items, the BCA final inspector will establish a date of final field acceptance and issue a statement of completion for the respective construction order.

ARTICLE 12 - SUBCONTRACTOR APPROVAL

12.1 Unless otherwise specified herein, subcontractors performing work under this CONTRACT shall be approved by the BCA in accordance with the GC Section 00311.

12.2 The CONTRACTOR shall verify that all subcontractors possess a valid and

appropriate California contractor's license and all necessary certifications and CITY Business Tax Registration Certificate prior to performing any work under this CONTRACT.

12.3 Based on independent verification of the information required in Article 9, the BCA will approve all subcontractors prior to approval of payment for completed work.

12.4 Failure to make timely and complete payments to all subcontractors, bid-listed and/or approved, will result in a penalty of no more than 10 percent of the final subcontract amount and possible sanctions, including removal from the LIST.

12.5 The CONTRACTOR must submit a Final Subcontracting Report to the BCA, Office of Contract Compliance, Subcontractor Outreach and Enforcement Section, within fifteen (15) calendar days after issuance of the Statement of Completion by the BCA. Failure to comply will result in the assessment of liquidated damages in the amount of $100 per day by the BOARD.

12.6 Any reduction, increase, or other change to any bid-listed or approved subcontract amount without prior approval of the INSPECTOR is considered an unauthorized subcontractor substitution and is subject to a penalty of ten (10) percent of the subcontract amount, whether bid-listed or not. A subcontract dollar value increased or reduced as the result of a change order issued by the ENGINEER to add or delete from the original scope of work shall not be subject to a penalty for an unauthorized subcontract substitution.

12.7 If CITY permits the use of subcontractors, CONTRACTOR shall remain responsible for performing all aspects of this CONTRACT and paying all subcontractors. CITY has the right to approve CONTRACTOR'S subcontractors, and CITY reserves the right to request replacement of any subcontractor. CITY does not have any obligation to pay CONTRACTOR'S subcontractors, and nothing herein creates any privity of contract between CITY and any subcontractor.

12.8 Substitution of any subcontractor requires approval from the BOARD.

ARTICLE 13 - PREVAILING WAGES AND CERTIFIED PAYROLL

13.1 The CONTRACTOR shall comply with all provisions of the Labor Code of the State of California relating to Public Works wages, and in specific, with those requiring the CONTRACTOR: (1) to pay not less than the "General Prevailing Wage Rates" to all workers employed during the work, and (2) to post a copy of the "General Prevailing Wage Rate" at the job-site, in a conspicuous place available to all employees and applicants for employment.

13.2 The "General Prevailing Wage Rates" shall be the rates determined by the Director of the Department of Industrial Relations of the State of California. Copies of said rates can be obtained by calling the Office of Contract Compliance at (213) 847- 1922. CONTRACTOR can also obtain information regarding prevailing wage rates from the Division of Labor Statistics and Research, Prevailing Wage Unit, P.O. Box 42063, San Francisco, CA 94142-0603, phone number (415) 703-4780.

13.3 The CONTRACTOR and the CONTRACTOR'S subcontractors shall pay the full amount due at the time of payment computed at wage rates not less than those contained in the wage determination division applicable to the work regardless of any Contractor relationship which may be alleged to exist between the CONTRACTOR and such subcontractor.

13.4 CONTRACTOR will be required to submit weekly certified payrolls utilizing the Online Certified Payroll System, hereinafter referred to as OCPS. Progress payments may be delayed upon the CONTRACTOR'S failure to submit and certify the certified payrolls in OCPS. If subcontractors are utilized, it is incumbent upon the CONTRACTOR to ensure that the subcontractor's certified payroll records have been submitted.

Failure of the CONTRACTOR and its subcontractors to submit timely payrolls

utilizing the OCPS may result in the deactivation of the CONTRACTOR from the LIST.

ARTICLE 14 - BONDING REQUIREMENTS

14.1 Unless otherwise specified herein, bonding requirements under this CONTRACT shall comply with the GC Section 00317, as set forth in the Appendix, and as last revised no less than 30 days prior to issuance of a construction order under which work is to be performed.

14.2 Prior to the BOARD'S execution of this CONTRACT, the CONTRACTOR shall file and maintain with the CITY, a current "Payment Bond" (Material and Labor Bond) for the term of this CONTRACT in the principal amount of $600,000 to guarantee payment of material and labor charges, and which meets the requirements of Sections 3247 through 3252 of the California Civil Code and related sections. The CITY reserves the right to request additional payment bond as dictated by the circumstances of the work. The CITY will compensate the CONTRACTOR for said bonding in accordance with the terms and conditions of this CONTRACT. The above bonding requirements shall be fulfilled and maintained for the CONTRACTOR to have active status on the LIST.

14.3 All bonds, which may be required hereunder, shall conform to City requirements established by Charter, ordinance, or policy and shall be filed with the Office of the City Administrative Officer, Risk Management, for its review in accordance with Los Angeles Administrative Code Sections 11.47 through 11.56.

ARTICLE 15 - INSURANCE REQUIREMENTS

15.1 Except as otherwise specified herein, insurance requirements under this CONTRACT shall comply with the GC Section 00317, as set forth in the Appendix, and as last revised no less than 30 days prior to issuance of a construction order under which work is to be performed.

15.2 Prior to the BOARD'S execution of this CONTRACT, the CONTRACTOR shall file with the CITY, in a form satisfactory to the City Risk Manager in the Office of the City Administrative Officer, evidence of the insurance listed in Article 15.3 to 15.6 (Appendix XI).

15.3 General Liability Insurance in an amount not less than $1 million per occurrence, combined single limit. Additional coverage will be required on certain specific projects.

15.4 Workers' Compensation/Employer's Liability Insurance with limits not less than Statutory limit/$1 million respectively.

15.5 Automobile Insurance in an amount not less than $1 million per occurrence, combined single limit. Additional coverage may be required on certain specific projects.

ARTICLE 16 – INDEMNIFICATION

Except for the active negligence or willful misconduct of the CITY, or any of its boards, officers, agents, employees, assigns and successors in interest, CONTRACTOR undertakes and agrees to defend, indemnify and hold harmless the CITY and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including CONTRACTOR'S employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this CONTRACT by CONTRACTOR or its subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. Rights and remedies available to the CITY under this provision are cumulative

of those provided for elsewhere in this CONTRACT and those allowed under the laws of the United States, the State of California, and the CITY. The provisions of this Article shall survive expiration or termination of this CONTRACT.

ARTICLE 17 - LOS ANGELES CITY BUSINESS TAX REGISTRATION

If applicable, CONTRACTOR represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the CITY'S Business Tax Ordinance, Section 21.00 *et seq*. of the Los Angeles Municipal Code ("LAMC"). For the term covered by this CONTRACT, CONTRACTOR shall maintain, or obtain as necessary, all such Certificates required of it under the Business Tax Ordinance, and shall not allow any such Certificate to be revoked or suspended.

ARTICLE 18 - DRUG AND ALCOHOL TESTING

18.1 The Federal Department of Transportation (DOT) regulations require drug and alcohol testing of CITY contracted personnel who must maintain a commercial driver's license. Effective January 1, 1995, Contractors are required to comply with the DOT mandate (i.e. Federal Motor Carrier Safety Regulations, Parts 382, et al). The CONTRACTOR shall comply with, but not be limited to, the following provisions:

A. Education and training in accordance with Code of Federal Regulations, hereinafter referred to as CFR, 382.

B. Arrange for random testing and the other required procedures of CFR 382.

C. Allow the CITY to access and audit the CONTRACTOR'S property and records relating to random drug/alcohol testing.

D. Provide the CITY with the documentation verifying compliance with the DOT regulations.

ARTICLE 19 - EXCUSABLE DELAYS

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this CONTRACT, if the failure arises out of fires, floods, earthquakes,

epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of the party's subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a subcontractor of CONTRACTOR shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both CONTRACTOR and subcontractor, and without any fault or negligence of either of them. In such case, CONTRACTOR shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit CONTRACTOR to perform timely. As used in this CONTRACT, the term "subcontractor" and "subcontractors" mean a subcontractor at any tier.

In the event CONTRACTOR'S delay or failure to perform arises out of a Force Majeure Event, CONTRACTOR agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

ARTICLE 20 - CHILD SUPPORT ASSIGNMENT ORDERS

This CONTRACT is subject to the Child Support Assignment Orders Ordinance, Los Angeles Administrative Code "LAAC" Section 10.10, as amended from time to time. Pursuant to the Child Support Assignment Orders Ordinance, CONTRACTOR will fully comply with all applicable State and Federal employment reporting requirements for CONTRACTOR'S employees. CONTRACTOR shall also certify (1) that the Principal Owner(s) of CONTRACTOR are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (2) that CONTRACTOR will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with Section 5230 *et seq*. of the

California Family Code; and (3) that CONTRACTOR will maintain such compliance throughout the term of this CONTRACT.

Pursuant to LAAC Section 10.10(b), the failure of CONTRACTOR to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any Principal Owner(s) of CONTRACTOR to comply with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally, shall constitute a default by the CONTRACTOR under this CONTRACT. Failure of the CONTRACTOR to cure the default within ninety (90) days of notice of such default by the CITY shall subject this CONTRACT to termination.

Any subcontract entered into by CONTRACTOR, to the extent allowed hereunder, shall include a like provision for work to be performed under this CONTRACT. Failure of CONTRACTOR to obtain compliance of its subcontractors shall constitute a default by CONTRACTOR under this CONTRACT. Failure of the CONTRACTOR to cure the default within ninety (90) days of notice of such default by the CITY shall subject this CONTRACT to termination.

ARTICLE 21 - MANDATORY PROVISIONS PERTAINING TO NON-DISCRIMINATION IN EMPLOYMENT

Unless otherwise exempt, this CONTRACT is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

A. CONTRACTOR shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and CITY. In performing this CONTRACT, CONTRACTOR shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability,

domestic partner status, marital status or medical condition.

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

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

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

Any subcontract entered into by CONTRACTOR for work to be performed under this CONTRACT must include an identical provision

ARTICLE 22 - SLAVERY DISCLOSURE ORDINANCE

CONTRACTOR shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 et seq., as amended from time to time. Any subcontract entered into by CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

ARTICLE 23 - CONTRACT SUBMITTALS

23.1 The following documents, submitted, reviewed and approved through the RFQ/SOQ process shall be part of the CONTRACT package:

A. Signature Sheet and Non-Collusion Affidavit Form

B. List of all employees and labor classifications

C. List of all equipment, model number, rating, and Caltrans code

D. Completed Bid Evaluation Workbook

E. Official company name, owner's and manager's names and their titles, and contact information (telephone numbers and email addresses), business address, telephone numbers, and e-mail addresses

F. CONTRACTOR'S License(s) in California, classification(s), and expiration dates

G. Listed Responsible Managing Officer (RMO) for CONTRACTOR'S License(s). Each firm must have a separate RMO.

H. Injury and Illness Prevention Program

I. General Spill Response Plan

J. Division of Safety and Health (DOSH) annual permit

K. CITY Business Tax Registration Certificate

L. Proof of compliance with the USDOT mandate regarding drug and alcohol testing.

M. Bidder Certification CEC Form 50

N. Pledge of Compliance with CRO

O. Iran Contracting Act of 2010 Compliance Affidavit

P. Letter from insurance company

Q. Letter from bonding company

R. Certification of Compliance with Child Support Obligations

S. CRO Questionnaire

T. ADA Certificate of Compliance

U. Subcontractor(s) Substitution Form

23.2 Nothing in this Article shall be construed as waiving the CITY'S right to require additional submittals from the CONTRACTOR based on the

requirements of the work.

ARTICLE 24 - CONTACTS / PROPER ADDRESSES / NOTIFICATION

All notices shall be made in writing and may be given by personal delivery, e-mail, facsimile, or by mail and sent to the designated contact person listed below or successor thereof.

To the ENGINEER:

Contact person: David Ventura, Rapid Pedestrian Facility Repair Program Manager
Telephone No.: (213) 485-1429
E-Mail Address: david.ventura@lacity.org
Fax No: (213) 485-5903
Address: Sidewalk Compliance Division
1149 South Broadway St., 7th Floor
Los Angeles, California 90015-2213
Attention: David Ventura, P.E., Sr. Construction Manager
Rapid Pedestrian Facility Repair Program

To the INSPECTOR:

Contact person: Gilbert Zermeno, Principal Construction Inspector
Telephone No.: (213) 354-1245
E-Mail Address: gilbert.zermeno@lacity.org
Address: Bureau of Contract Administration
1149 South Broadway St., 3rd Floor
Los Angeles, California 90015-2213
Attention: Gilbert Zermeno, Principal Construction Inspector
Sidewalk Program

To the OFFICE OF CONTRACT COMPLIANCE:

Contact person: Lynda Mcglinchey, Program Manager II
Telephone No.: (213) 847-2676

E-Mail Address: lynda.mcglinchey@lacity.org
Fax No: (213) 847-2722
Address: Office of Contract Compliance
Bureau of Contract Administration
1149 S. Broadway St., Suite 300
Los Angeles, California 90015-2213
Attention: Lynda Mcglinchey, Compliance Program Manager II

For APPROVAL OF SUBCONTRACTORS AND PAYMENT PROCESSING:
Contact person: David Miles
Telephone No.: (213) 949-3189
E-mail Address: david.miles@lacity.org
Address: Bureau of Contract Administration
1149 South Broadway St., 3rd Floor
Los Angeles, California 90015-2213
Attention: David Miles, Principal Construction Inspector

To the CONTRACTOR:
Contact Person: CONTRACTOR
Telephone No.: _____
E-Mail Address: _____
Fax No: _____

Address: _____
_____

_____,CA,_____

ARTICLE 25 - ACCESS AND ACCOMMODATIONS

CONTRACTOR represents and certifies that:

A. CONTRACTOR shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 et seq., the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 et seq., the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;

B. CONTRACTOR shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;

C. CONTRACTOR shall provide reasonable accommodation upon request to ensure equal access to CITY-funded programs, services and activities;

D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and

E. The buildings and facilities used to provide services under this CONTRACT are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

CONTRACTOR understands that CITY is relying upon these certifications and representations as a condition to funding this CONTRACT. Any subcontract entered into by CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

ARTICLE 26 - FIRST SOURCE HIRING ORDINANCE

CONTRACTOR shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 et seq., as amended from time to time. Any subcontract entered into by CONTRACTOR for work to be performed under this CONTRACT must include an

identical provision.

ARTICLE 27 - LIVING WAGE ORDINANCE

CONTRACTOR shall comply with the Living Wage Ordinance, LAAC Section 10.37 et seq., as amended from time to time. CONTRACTOR further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

ARTICLE 28 - WORKER RETENTION ORDINANCE

CONTRACTOR shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 et seq., as amended from time to time. Any subcontract entered into by CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

ARTICLE 29 - LOCAL BUSINESS PREFERENCE ORDINANCE

CONTRACTOR shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by CONTRACTOR for work to be performed under this Contract must include an identical provision.

ARTICLE 30 - BREACH

Except for excusable delays as described in Article 19, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth in this CONTRACT, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

ARTICLE 31 – DECLARATIONS

31.1 The CONTRACTOR declares that he/she has read this CONTRACT and has abided by and agrees to the conditions herein and he/she hereby agrees to furnish all materials and do all the work required to complete the work of Rapid Pedestrian Facility Repair Program projects in accordance with each construction order issued. Furthermore, he/she has read and understands Ordinance No. 173677 of the "Determination of Contractor Responsibility Policy" of the City of Los Angeles and he/she understands his/her obligations under this policy as a Rapid Pedestrian Facility Repair Program Contractor.

31.2 The CONTRACTOR declares that his/her CONTRACT is genuine, and not sham or collusive, nor made in the interest or on behalf of any person not herein named, and that he/she has not directly or indirectly induced or solicited any other contractor to put in a sham CONTRACT, or any other person, firm or corporation to refrain from requesting to be part of the CONTRACT, and that he/she has not in any manner sought by collusion to secure for himself/herself an advantage over any other contractor.

31.3 This CONTRACT is expressly made for the benefit of the signatory parties only. It is not the intent of any of the signatory parties to create or discharge any duty, express or implied, to any party other than the signatory parties. Any benefit derived from this CONTRACT by a third party is unintended and incidental to the purpose for which this CONTRACT is made.

31.4 The CONTRACTOR acknowledges that they are bound by the accompanying bond when completed by the surety.

31.5 The CONTRACTOR declares that the CONTRACTOR has read and understands the provisions of the Pollution Control - Sewage Spill Prevention and Response requirements and the Board of Public Works' Zero Spills Policy requirements as contained in this CONTRACT (Appendix XII). When awarded this CONTRACT

the CONTRACTOR agrees to furnish all of the materials, supplies, tools, equipment, labor and other services necessary for the containment and cleanup of any sewage or other pollutant spills or leaks occurring during the performance of this CONTRACT. The CONTRACTOR further agrees to act immediately, without instructions from the ENGINEER or BCA, to contain and cleanup any spill in any way involved with an assigned construction order without concern for who or what caused the spill.

CONTRACTOR and its directors, officers, partners, agents, employees and subcontractors, to the extent allowed hereunder, shall obtain and maintain all licenses, permits, certifications and other documents necessary for CONTRACTOR'S performance hereunder and shall pay any fees required therefore. CONTRACTOR agrees to immediately notify the CITY of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents.

ARTICLE 32 - AMENDMENTS, CHANGES, AND MODIFICATIONS

Amendments, changes, or modifications to the terms of this CONTRACT may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties thereto and approved pursuant to the provisions of Article 3.

ARTICLE 33 - TERMINATION

A. Termination for Convenience

CITY may terminate this CONTRACT for CITY'S convenience at any time by providing CONTRACTOR thirty days written notice. Upon receipt of the notice of termination, CONTRACTOR shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. CITY shall pay CONTRACTOR its reasonable and allowable costs through the effective date of termination and

those reasonable and necessary costs incurred by CONTRACTOR to effect the termination. Thereafter, CONTRACTOR shall have no further claims against CITY under this CONTRACT. All finished and unfinished documents and materials procured for or produced under this CONTRACT, including all intellectual property rights CITY is entitled to, shall become CITY property upon the date of the termination. CONTRACTOR agrees to execute any documents necessary for CITY to perfect, memorialize, or record CITY'S ownership of rights provided herein.

B. Termination for Breach of Contract

1. Except as provided in Article 19, if CONTRACTOR fails to perform any of the provisions of this CONTRACT or so fails to make progress as to endanger timely performance of this CONTRACT, CITY may give CONTRACTOR written notice of the default. CITY'S default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of CITY. Additionally, CITY'S default notice may offer CONTRACTOR an opportunity to provide CITY with a plan to cure the default, which shall be submitted to CITY within the time period allowed by CITY. At CITY'S sole discretion, CITY may accept or reject CONTRACTOR'S plan. If the default cannot be cured or if CONTRACTOR fails to cure within the period allowed by CITY, then CITY may terminate this CONTRACT due to CONTRACTOR'S breach of this CONTRACT.

2. If the default under this CONTRACT is due to CONTRACTOR'S failure to maintain the insurance required under this CONTRACT, CONTRACTOR shall immediately: (1) suspend performance of any services under this CONTRACT for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and CONTRACTOR's obligation to suspend performance of services. CONTRACTOR shall not recommence performance until CONTRACTOR is fully insured and in compliance with CITY'S requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against CONTRACTOR, or if CONTRACTOR makes an assignment for the benefit of creditors, then CITY may immediately terminate this CONTRACT.

4. If CONTRACTOR engages in any dishonest conduct related to the performance or administration of this CONTRACT or violates CITY'S laws, regulations or policies relating to lobbying, then CITY may immediately terminate this CONTRACT.

5. Acts of Moral Turpitude

    a. CONTRACTOR shall immediately notify CITY if CONTRACTOR or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").

    b. If CONTRACTOR or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, CITY may immediately terminate this CONTRACT.

    c. If CONTRACTOR or a Key Person is charged with or indicted for an Act of Moral Turpitude, CITY may terminate this CONTRACT after providing CONTRACTOR an opportunity to present evidence of CONTRACTOR'S ability to perform under the terms of this CONTRACT.

    d. Acts of Moral Turpitude include, but are not limited to: violent felonies

as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this CONTRACT, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of CONTRACTOR.

6. In the event CITY terminates this CONTRACT as provided in this section, CITY may procure, upon such terms and in the manner as CITY may deem appropriate, services similar in scope and level of effort to those so terminated, and CONTRACTOR shall be liable to CITY for all of its costs and damages, including, but not limited to, any excess costs for such services.

7. If, after notice of termination of this CONTRACT under the provisions of this section, it is determined for any reason that CONTRACTOR was not in default under the provisions of this section, or that the default was excusable under the terms of this CONTRACT, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Article 33 Termination for Convenience.

8. The rights and remedies of CITY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided

by law or under this CONTRACT.

C. In the event that this CONTRACT is terminated, CONTRACTOR shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this CONTRACT within five working days of the termination.

ARTICLE 34 - INDEPENDENT CONTRACTORS

CONTRACTOR is acting hereunder as an independent CONTRACTOR and not as an agent or employee of the CITY. CONTRACTOR shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the CITY.

ARTICLE 35 - CLAIMS FOR LABOR AND MATERIALS

CONTRACTOR shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this CONTRACT so as to prevent any lien or other claim under any provision of law from arising against any CITY property (including reports, documents, and other tangible or intangible matter produced by CONTRACTOR hereunder), against CONTRACTOR'S rights to payments hereunder, or against the CITY, and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to such labor.

ARTICLE 36 - CONTRACTOR RESPONSIBILITY ORDINANCE

CONTRACTOR shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq*., as amended from time to time.

ARTICLE 37 - PROHIBITION AGAINST ASSIGNMENT OR DELEGATION

CONTRACTOR may not, unless it has first obtained the written permission of the CITY:

A. Assign or otherwise alienate any of its rights under this CONTRACT, including the right to payment; or

B. Delegate, subcontract, or otherwise transfer any of its duties under this CONTRACT.

If required by the CITY, CONTRACTOR shall execute any amendment to this CONTRACT to memorialize any permissions granted under the provisions of Article 32.

ARTICLE 38 - CONTRACTOR EVALUATION ORDINANCE

The CONTRACTOR Evaluation Ordinance (Los Angeles City Ordinance #173018) and the Rules for the Evaluation of CONTRACTORS require departments to conduct performance evaluations for all contracts over $25,000. Within 14 days of the completion of a PROJECT, the CITY's contract administrators will complete and submit evaluation forms to the BCA. The evaluations will be based upon on a number of criteria, including the quality of the work performed; timeliness of performance; compliance with budget; and expertise of personnel assigned to the CONTRACT. The final evaluations and any response from the CONTRACTOR will be available to other CITY departments to be used as a reference check and may be incorporated in the selection process.

ARTICLE 39 - RESTRICTIONS ON CAMPAIGN CONTRIBUTIONS AND FUNDRAISING IN CITY ELECTIONS

Unless otherwise exempt, if this Contract is valued at $100,000 or more and requires approval by an elected CITY office, CONTRACTOR, CONTRACTOR'S principals, and CONTRACTOR'S subcontractors expected to receive at least $100,000 for performance under the Contract, and the principals of those Subcontractors (the "Restricted Persons") shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles CITY to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected CITY officials or candidates for elected CITY office for twelve months after this Contract is signed. Additionally, a CONTRACTOR subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by

submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any CONTRACTOR subject to Charter Section 470(c)(12) shall include the following notice in any contract with any subcontractor expected to receive at least $100,000 for performance under this Contract:

"Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subcontractor on City of Los Angeles Contract # _____. Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles ("CITY") officials and candidates for elected CITY office for twelve months after the CITY contract is signed. You are required to provide the names and contact information of your principals to the CONTRACTOR and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960."

ARTICLE 40 - IRAN CONTRACTING ACT OF 2010

In accordance with California Public Contract Code Sections 2200-2208, all bidders submitting proposals for, entering into, or renewing contracts with the CITY for goods and services estimated at $1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit" attached as Appendix IX.

ARTICLE 41 - APPLICABLE LAW, INTERPRETATION, AND ENFORCEMENT

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the CITY, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws

which affect employees. This CONTRACT shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. CONTRACTOR shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this CONTRACT.

In any action arising out of this CONTRACT, CONTRACTOR consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this CONTRACT is held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this CONTRACT, the validity of the remaining parts, terms or provisions of the CONTRACT shall not be affected thereby.

ARTICLE 42 - CALIFORNIA STATE SENATE BILL 854

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

1. No Contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the California Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code Section 1771.1(a)].

2. No Contractor or subcontractor may be awarded a contract for work on a public works project (awarded on or after April 1, 2015) unless registered with the DIR pursuant to Labor Code section 1725.5.

3. CONTRACTOR must maintain compliance with Senate Bill 854 for the life of the CONTRACT.

ARTICLE 43 - CONTRACTORS' USE OF CRIMINAL HISTORY FOR CONSIDERATION OF EMPLOYMENT APPLICATIONS ORDINANCE

CONTRACTOR shall comply with the City Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq*., as amended from time to time. Any subcontract entered into by CONTRACTOR for work to be performed under this Contract must include an identical provision.

ARTICLE 44 – DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE

CONTRACTOR shall comply with Los Angeles Administrative Code Section 10.50 et seq., 'Disclosure of Border Wall Contracting.' CITY may terminate this CONTRACT at any time if CITY determines that CONTRACTOR failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1.

ARTICLE 45 – BUSINESS INCLUSION PROGRAM

Unless otherwise exempted prior to bid submission, CONTRACTOR shall comply with all aspects of the Business Inclusion Program as described in the Request for Qualification process, throughout the duration of this Contract. CONTRACTOR shall utilize the CITY Regional Alliance Marketplace for Procurement (RAMP) at www.rampla.org, to perform and document outreach to Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE), and Other Business Enterprise (OBE) firms. CONTRACTOR shall not change any of the designated subconsultants or reduce their level of effort without prior written approval of the CITY provided that such approval will not be unreasonably withheld.

ARTICLE 46 - LIMITATION OF CITY'S OBLIGATION TO MAKE PAYMENT TO CONTRACTOR

Notwithstanding any other provision of this CONTRACT, including any exhibits or attachments incorporated therein, and in order for CITY to comply with its governing

legal requirements, CITY shall have no obligation to make any payments to CONTRACTOR unless CITY shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this CONTRACT. CONTRACTOR agrees that any services provided by CONTRACTOR, purchases made by CONTRACTOR or expenses incurred by CONTRACTOR in excess of the appropriation(s) shall be free and without charge to CITY and CITY shall have no obligation to pay for the services, purchases or expenses. CONTRACTOR shall have no obligation to provide any services, provide any equipment or incur any expenses in excess of the appropriated amount(s) until CITY appropriates additional funds for this CONTRACT.

ARTICLE 47 - COMPLIANCE WITH IDENTITY THEFT LAWS AND PAYMENT CARD DATA SECURITY STANDARDS

CONTRACTOR shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act ("FACTA"), including its requirement relating to the content of transaction receipts provided to Customers. CONTRACTOR also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards ("PCI DSS"). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, CONTRACTOR shall verify proper truncation of receipts in compliance with FACTA.

ARTICLE 48 - POSSESSORY INTERESTS TAX

Rights granted to CONTRACTOR by CITY may create a possessory interest. CONTRACTOR agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, CONTRACTOR shall pay the property tax. CONTRACTOR acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

ARTICLE 49 - CONFIDENTIALITY

All documents, information, City Data (as that term is defined in Article 51), and materials provided to CONTRACTOR by CITY or developed by CONTRACTOR pursuant to this Contract (collectively "Confidential Information") are confidential. CONTRACTOR shall not provide, and shall prohibit its employees and subcontractors from providing or disclosing, any Confidential Information or their contents or any information therein either orally or in writing, to any person or entity, except as authorized by CITY or as required by law. CONTRACTOR shall immediately notify CITY of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

ARTICLE 50 – ENTIRE CONTRACT

This CONTRACT, together with its **Appendices I through XIV** (**adopted documents from the RFQ/SOQ package)** contains all of the agreements, representations, and understandings of the parties hereto and supersedes and/or incorporates any previous understandings, proposals, commitments or agreements, whether oral or written, and may be modified or amended only as herein before provided.

ARTICLE 51 – DATA PROTECTION

A. CONTRACTOR shall protect, using the most secure means and technology that is commercially available, CITY-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the "City Data"). CONTRACTOR shall notify CITY in writing as soon as reasonably feasible, and in any event within twenty-four hours, of CONTRACTOR'S discovery or reasonable belief of any unauthorized access of City Data (a "Data Breach"), or of any incident affecting, or potentially affecting City Data related to cyber security (a "Security Incident"), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. CONTRACTOR shall begin remediation immediately. CONTRACTOR shall provide daily updates, or

more frequently if required by CITY, regarding findings and actions performed by CONTRACTOR until the Data Breach or Security Incident has been effectively resolved to CITY'S satisfaction. CONTRACTOR shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with CITY. At CITY'S sole discretion, CITY and its authorized agents shall have the right to lead or participate in the investigation. CONTRACTOR shall cooperate fully with CITY, its agents and law enforcement.

B. If CITY is subject to liability for any Data Breach or Security Incident, then CONTRACTOR shall fully indemnify and hold harmless CITY and defend against any resulting actions.

ARTICLE 52 - WAIVER

A waiver of a default of any part, term or provision of this CONTRACT shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

ARTICLE 53 – SUSPENSION

At CITY'S sole discretion, CITY may suspend any or all services provided under this Contract by providing CONTRACTOR with written notice of suspension. Upon receipt of the notice of suspension, CONTRACTOR shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to CITY until CITY gives written notice to recommence the services.

ARTICLE 54 – RETENTION OF RECORDS, AUDIT, AND REPORTS

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by CITY. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by CITY, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized CITY personnel or CITY'S representatives at any

time. CONTRACTOR shall provide any reports requested by CITY regarding performance of this Contract. Any subcontract entered into by CONTRACTOR for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, CONTRACTOR may, upon CITY'S written approval, submit the required information to CITY in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

ARTICLE 55 – OWNERSHIP OF DATA AND INTELLECTUAL PROPERTY

55.1 Ownership of Data and License

55.1.1 Unless otherwise provided for herein, all Work Products originated and prepared by CONTRACTOR or its subcontractors of any tier under this CONTRACT shall be and remain the exclusive property of the CITY for its use in any manner it deems appropriate. Work Products are all works, tangible or not, created under this CONTRACT including, without limitation, documents, material, data, reports, manuals, specifications, artwork, drawings, sketches, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas matters and combinations thereof, and all forms of intellectual property. CONTRACTOR hereby assigns, and agrees to assign, all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared by CONTRACTOR under this CONTRACT. CONTRACTOR further agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.

55.1.2 With regard to the basis for design calculations and engineering notes, such data shall be provided to the CITY in (a) hard cover post binder(s), appropriately indexed, on thin Mylar stock or good quality paper satisfactory for reproduction.

55.1.3 For all Work Products delivered to the CITY that are not originated or prepared by CONTRACTOR or its subcontractors of any tier under this Contract, CONTRACTOR hereby grants a non-exclusive perpetual license to use such Work Products for any CITY purposes.

55.1.4 CONTRACTOR shall not provide or disclose any Work Products to any third party without prior written consent of the CITY.

55.1.5 All documents, information and pre-existing materials provided by CITY to CONTRACTOR and its subcontractors arising out of or related to this CONTRACT shall remain the property of the CITY. The CONTRACTOR may not use, distribute or otherwise make public in any manner, either for profit or not for profit, any of the information, documentation, or procedures developed for the CITY hereunder without the prior written consent of the CITY. CONTRACTOR further agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights.

55.1.6 Any subcontract entered into by CONTRACTOR relating to this CONTRACT, to the extent allowed hereunder, shall include a like provision for work to be performed under this CONTRACT to contractually bind or otherwise oblige its subcontractors performing work under this CONTRACT such that the CITY'S ownership and license rights of all Work Products are preserved and protected as intended herein. Failure of CONTRACTOR to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject CONTRACTOR to the imposition of any and all sanctions allowed by law, including but not limited to termination of CONTRACTOR'S CONTRACT with the CITY.

55.1.7 CONTRACTOR agrees that a monetary remedy for breach of this CONTRACT may be inadequate, impracticable, or difficult to prove and that a breach may cause CITY irreparable harm. CITY may therefore enforce

this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude CITY from seeking or obtaining any other relief to which CITY may be entitled.

55.2 Intellectual Property Warranty

55.2.1 CONTRACTOR represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, rights of publicity and proprietary information.

55.3 Intellectual Property Indemnification

55.3.1 CONTRACTOR, at its own expense, undertakes and agrees to defend, indemnify, and hold harmless the CITY, and any of its Boards, officers, agents, employees, assigns, and successors in interest from and against all suits and causes of action, claims, losses, demands and expenses, including but not limited to, attorney's fees (both in-house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, rights of publicity and proprietary information (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by CONTRACTOR, or its subcontractors of any tier, in performing the work under this CONTRACT; or (2) as a result of the CITY'S actual or intended use of any Work Product furnished by CONTRACTOR, or its subcontractors of any tier, under the CONTRACT. Rights and remedies available to the CITY under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the

State of California, and the CITY. The provisions of Article 55 shall survive expiration or termination of this CONTRACT.

55.3.2 In CONTRACTOR'S defense of the CITY defendants, negotiation, compromise, and settlement of any such infringement action, the Los Angeles City Attorney's Office shall retain discretion in and control of the litigation, negotiation, compromise, settlement, and appeals therefrom, as required by the Los Angeles City Charter, particularly Article II, Sections 271, 272 and 273 thereof.

55.3.3 Where any Work Product furnished by CONTRACTOR (a) becomes the subject of an action, (b) is adjudicated as infringing a third party's Intellectual Property right, or (c) has its use enjoined or license terminated; CONTRACTOR shall, with the CITY'S consent, do one of the following immediately. CONTRACTOR shall at its expense either:

i) procure for the CITY the right or license to continue using the Work Product; or

ii) replace the Work Product with a functionally equivalent, non-infringing product.

Exercise of any of the above-mentioned options shall not cause undue business interruption to the CITY or diminish the intended benefits and use of the Work Product by the CITY under this CONTRACT.

ARTICLE 56 – BEST TERMS

Throughout the term of this CONTRACT, CONTRACTOR, shall offer CITY the best terms, prices, and discounts that are offered to any of CONTRACTOR'S customers for similar goods and services provided under this CONTRACT.

ARTICLE 57 – WARRANTY AND RESPONSIBILITY OF CONTRACTOR

CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within CONTRACTOR'S profession, doing the same or similar work under the same or similar

circumstances.

ARTICLE 58 – COMPLIANCE WITH CALIFORNIA PUBLIC RESOURCES CODE SECTION 5164

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, CONTRACTOR shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by CITY. CONTRACTOR is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of CONTRACTOR working on premises to pass a fingerprint and background check through the California Department of Justice at CONTRACTOR'S sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

ARTICLE 59 – CONTRACTOR DATA REPORTING

If CONTRACTOR is a for-profit, privately owned business, CONTRACTOR shall, within 30 days of the effective date of the CONTRACT and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the CONTRACT), report the following information to CITY via the Regional Alliance Marketplace for Procurement ("RAMP") or via another method specified by CITY: CONTRACTOR'S and any subcontractor's annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner ("Contractor/Subcontractor Information"). CONTRACTOR shall further request, on an annual basis, that any subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by CITY.

IN WITNESS WHEREOF, the parties hereto have executed this CONTRACT on the day and year written below:

CITY OF LOS ANGELES:

By: _____

Title:_____, Board of Public Works

Date: _____

By: _____

Title: Commissioner, Board of Public Works

Date: _____

APPROVED AS TO FORM:

Hydee Feldstein Soto, City Attorney

By: _____

Title: Assistant City Attorney

CONTRACTOR:

I/We,_____ depose and say that I am/We are

(Insert Name(s))

_____of _____

(Insert "Sole Owner", "Partner", "President", etc.) (Insert company's name)

at _____

(Insert company's address here)

Contractor's License No._____, License Classification_____

Expiration Date _____

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

By: _____

Date: _____

ATTEST:

_____, City Clerk

By: _____

Title: _____

Date:_____

APPENDIX I

BUREAU OF ENGINEERING

GENERAL CONDITIONS

[SEE RFQ, ATTACHMENT "A"]

City of Los Angeles
California

Department of Public Works
Bureau of Engineering

APPENDIX II

BUREAU OF ENGINEERING

GENERAL REQUIREMENTS

[SEE RFQ, ATTACHMENT "B"]

City of Los Angeles
California

Department of Public Works
Bureau of Engineering

APPENDIX III

BUREAU OF ENGINEERING

TECHNICAL SPECIFICATIONS

[SEE RFQ, ATTACHMENT "B"]

City of Los Angeles
California

Department of Public Works
Bureau of Engineering

ENGINEERING
CITY OF LOS ANGELES

APPENDIX IV

BUREAU OF ENGINEERING

POLICY FOR

TIME AND MATERIAL

WORK

City of Los Angeles
California

Department of Public Works
Bureau of Engineering

ENGINEERING
CITY OF LOS ANGELES

City of Los Angeles
Department of Public Works
POLICY FOR TIME AND MATERIAL (T&M) WORK
(Revised 9/06/2013)

If the cost of performing emergency, (on-call), or changed/extra work to an original contract cannot be agreed upon prior to commencement of the work, the ENGINEER may direct in writing that the WORK be done on a Time and Material (T&M) basis. If the ENGINEER determines that such work is to be done on a T&M basis, the contractor shall provide all labor, equipment, and materials necessary to complete the work in a satisfactory manner, within a reasonable amount of time, in accordance with the provisions of the contract specifications, contract drawings, and drawings or directions provided for the T&M work. The ENGINEER shall provide to the INSPECTOR and the CONTRACTOR an Emergency Change Authorization (ECA) or Preliminary Change Order in addition to all supplemental specifications and/or drawings required by the T&M work.

The costs of all T&M work performed by the CONTRACTOR and/or SUBCONTRACTOR(S), at any level, shall be determined, and payment made, per these requirements.

The CONTRACTOR shall notify the INSPECTOR at the beginning of each day when T&M work is to be performed. The CONTRACTOR shall indicate the T&M work being performed and the personnel involved, including any and all work being performed by SUBCONTRACTORS at any level. Unless otherwise approved by the INSPECTOR, failure to notify the INSPECTOR prior to start of T&M work shall serve to waive all claims for compensation for that day.

Payment shall be made for the actual direct cost of T&M work, with allowable mark-up, in accordance with the following:

A. Labor

All employees of the CONTRACTOR, or SUBCONTRACTOR(S), who are directly assigned to the T&M work, and who physically perform work, up to and including working foremen, may be charged as labor on T&M work. Reimbursement for labor costs shall not exceed the most current prevailing wage rate for the classification of work being performed as determined by the Inspector. The Foreman/General Foreman classification may include a premium not exceeding the allowable premium in the Master Labor Agreement over the highest prevailing wage they are supervising.

The INSPECTOR shall determine allowable personnel directly involved in the T&M work.

The INSPECTOR shall determine allowable hours worked by personnel directly involved in the T&M work.

The use of a labor classification of higher paygrade than necessary to accomplish the work, and which would increase the direct cost of T&M work, will not be permitted.

Non-direct labor costs of the CONTRACTOR and/or SUBCONTRACTOR(S) shall be considered part of overhead and not allowed as a direct cost.

On the work of Emergency Contracts, when verified and approved by the INSPECTOR, the CONTRACTOR may be reimbursed for the cost of actual hours directly worked by the General Foreman or Superintendent in the completion of the emergency repair/work.

B. Equipment and Tools

The cost of CONTRACTOR owned equipment and/or equipment or tools rented or leased shall be limited to hours actually utilized on the T&M work. No "stand-by" time will be paid for equipment that is already on site for use in work under an original contract.

If equipment is transported to the project for the purpose of work on T&M work only, and the equipment is not used for the execution of work under the original contract, the cost of "move-on" and "move-off" of the equipment may be included.

The INSPECTOR shall determine the allowable hours for equipment utilized in T&M work.

The INSPECTOR shall determine the allowable "stand-by" or "idle" time for equipment utilized in T&M work.

The cost of all equipment utilized on T&M work shall be determined in accordance with Section 01254 (G) Equipment Costs of the Master General Requirements.

C. Materials

The allowable cost of materials provided for exclusive use in T&M work shall include the actual cost of the material plus applicable sales tax, freight, and delivery, as substantiated by the original invoice for said materials.

The INSPECTOR shall determine allowable cost of materials incorporated into T&M work.

D. Small Tools, Consumables, Safety Equipment, Incidental Costs

No payment will be made for the use of CONTRACTOR or SUBCONTRACTOR owned tools which have a replacement value of $500.00 or less.

No payment will be allowed for fuel, lubricants, or other maintenance items.

No payment will be allowed for consumables.

No payment will be allowed for incidental job burdens such as, but not limited to, personal safety equipment, personal protective equipment, and conformance to CAL OSHA IIPP requirements.

No payment will be allowed for drinking water, sanitary facilities, or incidentals

E. Delivery Receipts, Bills of Lading

Delivery receipt(s) and/or bills of lading shall be presented to the INSPECTOR no later than the day after the material or rented equipment was delivered to the work site, unless otherwise approved by the INSPECTOR.

No payment shall be allowed for materials and/or rented equipment for which no delivery receipt(s) and/or bill(s) of lading are submitted.

F. Rental Equipment and Material Invoices

Original Vendor's/Supplier's invoice(s) for material, rented equipment, and other allowable expenditures shall be submitted with the request for payment.

G. T&M Sheets

The CONTRACTOR shall submit a Daily Report of Time and Material Work to the INSPECTOR on Bureau of Contract Administration Form BCA-165 for

Labor performed and BCA-166 for Equipment and Materials.

The INSPECTOR shall sign T&M sheets for work acceptably completed.

No payment will be made for any labor, equipment, or material not included on Bureau of Contract Administration form BCA-165 and/or BCA-166 and signed by the INSPECTOR. Payment requests submitted on any other forms or formats other than BCA forms will be denied.

It is the responsibility of the CONTRACTOR to include any and all items of labor, equipment, or material for which it requests compensation on the completed day's work, including any appurtenances added to equipment which would increase the basic rate for said equipment.

The CONTRACTOR shall submit T&M sheet(s) to the INSPECTOR for approval by the close of the next work day, unless otherwise approved by the INSPECTOR. The CONTRACTOR shall prepare and submit for approval all T&M sheets for work done by SUBCONTRACTOR(S) at any tier. The T&M sheet(s) shall be signed by the CONTRACTOR when submitted to the INSPECTOR for approval.

Only with prior approval by the INSPECTOR, may the CONTRACTOR submit supplemental T&M sheet(s) for labor, materials, or equipment for which the CONTRACTOR requests compensation and failed to list on the original T&M sheet(s) for the day's work.

Work that cannot be substantiated by a T&M sheet, approved and signed by the INSPECTOR, is ineligible for payment.

H. Bonds and Insurance

An additional allowance of one percent (1%) of the total direct cost of work performed shall be eligible for payment for bonds and insurance.

I. Time extension / Impact Costs

Extensions of time shall be based solely upon the effect of delays to the Work as a whole and shall be determined by the ENGINEER with final approval of the INSPECTOR.

J. Mark-ups (Overhead and Profit)

To the direct costs discussed herein, an added fixed fee to provide compensation for overhead and profit on T&M work shall be allowed to the CONTRACTOR and all SUBCONTRACTOR(S) at any tier as follows:

Labor	20% of the total allowable direct labor costs expended
Equipment	15% of the total allowable direct cost of equipment used
Material-	15% of the total allowable direct cost of material used

Additional Mark-up of five percent (5%) based on the total direct costs, less mark-up, of all SUBCONTRACTORS, at any tier, directly involved in the Work, shall be allowed to the CONTRACTOR for additional administrative costs.

K. Request for Payment

The CONTRACTOR shall submit the request for payment to the ENGINEER no later than thirty (30) days following completion of the T&M work, unless otherwise approved by the INSPECTOR.

No payment will be considered for any labor, equipment, or material not included on T&M sheets signed and approved by the INSPECTOR.

Included in the request for payment shall be the CONTRACTOR'S request for any extension(s) of time or impact cost(s).

Failure to make request for payment within the required time shall constitute a waiver by the CONTRACTOR of all rights and claims for compensation for the changed/extra work completed, unless otherwise approved by the INSPECTOR.

The ENGINEER, with final approval of the INSPECTOR, will verify allowable time charges, rates, material, additional bond(s) and/or insurance where applicable, time extensions, and/or impact costs for the work completed.

L. Payment

No payment will be made for any labor, equipment, or material not included on T&M sheets and signed and approved by the INSPECTOR. There shall be no interim or partial payments for materials for which the CONTRACTOR fails to provide an original invoice.

The ENGINEER, with final approval of the INSPECTOR, shall determine the final direct cost of work acceptably completed and approved by the INSPECTOR, and any allowable time extensions and/or impact costs associated with T&M work.

The final costs shall be based on allowable hours and/or materials as per T&M sheets signed by the CONTRACTOR and the INSPECTOR.

For changed/extra work, the Final Change Order shall be prepared by the ENGINEER, with final approval of the INSPECTOR, for inclusion on the next regularly scheduled Progress Payment Request following completion of the Change Order work.

For emergency and/or "on-call" work, payment shall be made for all work acceptably completed as soon as practical following field acceptance by the INSPECTOR.

M. Policy Changes

Changes to this Policy shall be made only by mutual agreement of all Bureaus of the Department and adoption by the Board.

APPENDIX V

BUREAU OF ENGINEERING

LABOR COMPLIANCE MANUAL

City of Los Angeles
California

Department of Public Works
Bureau of Engineering

ENGINEERING
CITY OF LOS ANGELES

CITY OF LOS ANGELES

LABOR COMPLIANCE MANUAL

Revised May 2014

PART I
CITY OF LOS ANGELES
LABOR COMPLIANCE PROGRAM REQUIREMENTS

I. INTRODUCTION

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

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

II. LABOR COMPLIANCE PROGRAM REQUIREMENTS

a.) Pursuant to Labor Code Section 1771.5, the City of Los Angeles requires the payment of the general prevailing rate of per diem wages and the general prevailing rate of per diem wages for holiday and overtime work on this project.

b.) The Labor Compliance Section monitors labor standards compliance by conducting interviews with construction workers at the job site and reviewing payroll reports and initiates and oversees any enforcement actions that may be required.

c.) In the event that a project is federally funded, the Federal Department of Labor (DOL) has a role in monitoring Davis-Bacon administration and enforcement. A DOL investigator or other DOL representative may visit Davis-Bacon construction sites to interview construction workers or review payroll information. In the event that there is a conflict between the State prevailing wage rate and the Federal prevailing wage rate, then the higher rate shall be paid.

III. PUBLIC WORKS CONSTRUCTION PROJECTS

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

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

IV. EMPLOYMENT OF MINORS PROHIBITED

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

V. YOUTH EMPLOYMENT PROGRAMS

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

VI. CASH PAYMENTS PROHIBITED

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

VII. WORKERS DEFINED

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

VIII. PREVAILING WAGES

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

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

IX. EFFECTIVE PREVAILING WAGE RATES

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

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

X. PAYMENT OF PREVAILING WAGE FRINGE BENEFITS

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

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

XI. APPRENTICE REQUIREMENTS

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

1. APPRENTICES

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

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

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

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

2. RATIOS

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

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

All apprentices shall work under the direct supervision of a journeyman from the trade in which the apprentice is indentured. A journeyman shall be defined as set forth in the California Code of Regulations, Title 8 [apprenticeship] section 205, which defines a journeyman as a person who has either completed an accredited apprenticeship in his or her craft, or has completed the equivalent of an apprenticeship in length and content of work experience and all other requirements in the craft which has workers classified as journeyman in the apprenticeable occupation.

XII. LIABILITY FOR UNPAID WAGES

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

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

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

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

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

XIII. POSTING

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

XIV. JOINT LABOR COMPLIANCE MONITORING PROGRAM

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

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

XV. CERTIFIED PAYROLL RECORDS

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

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

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

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

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

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

c.) The Contractor shall be responsible for ensuring that all their Subcontractors, regardless of tier, submit certified payrolls through OCPS. In the event that Subcontractor payrolls are not submitted, the City may withhold contract payments from the Contractor.

d.) Upon a request from the City, the Contractor and all Subcontractors shall be prepared to submit hard copies of certified payrolls accompanied by a Statement of Compliance, signed in ink.

e.) Payroll data pertaining to owner-operators must be submitted on Certified Payroll Reports through OCPS, and a copy of the DMV vehicle registration of the Owner-Operator shall be submitted to the City after the first Certified Payroll on which this owner-operator's name appears. Listing any individual as "Owner-Operator" **will not** be accepted as the classification is not recognized by the State of California Department of Industrial Relations' Office of Policy, Research and Legislation.

f.) As required by Labor Code Section 1776 (h), the Contractor shall forfeit to the City one hundred dollars ($100) per day, per worker employed on the project, for failing to comply strictly with requests by the City for submittal of payroll documents and/or all supporting documents which includes, but is not limited to: cancelled checks, time sheets, W-4 Forms, W-2 Forms, DE-6 Forms, and any other forms utilized in the course of business that are relevant to the payment of wages. In addition, according to California Labor Code Section 1777.1(c), the Contractor may also be

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

XVI. WORKING HOURS

a.) Generally, the Contractor shall not employ a worker more than eight (8) hours in a calendar day or forty (40) hours in a calendar week except upon compensation of one and one-half (1½) times the basic rate of pay for all hours worked in excess of eight (8) hours per day and forty (40) hours per week. Special rules may apply to specific worker classifications. See applicable wage determinations for overtime definitions. Recognized holidays shall be consistent with area practice in determining the applicability of overtime wage rates.

b.) The Portal-to-Portal Act does not allow employers to forego payments to its employees for compulsory travel time and overtime. A worker required to report to the employer's place of business to load tools and material and to be transported to the job site are entitled to be paid for travel time at the applicable rate as set forth in the General Area Wage Determinations inclusive of return trip travel time from a public work classified project. All "hours worked" must be included in calculating any overtime including time denominated as compulsory travel time.

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

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

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

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

Finally, the California Supreme Court observed,

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

XVII. WITHHOLDING PAYMENTS FOR LABOR COMPLIANCE VIOLATIONS

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

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

XVIII. DISPUTES

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

PART II
LABOR COMPLIANCE PROGRAM REQUIREMENTS – FEDERALLY FUNDED/ASSISTED CONSTRUCTION PROJECTS

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

I. DAVIS-BACON REGULATIONS

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

The Davis-Bacon Act

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

The Contract Work Hours and Safety Standards Act (CWHSSA)

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

The Copeland Act (Anti-Kickback Act)

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

The Fair Labor Standards Act (FLSA)

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

II. CONSTRUCTION CONTRACT PROVISIONS

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

The Labor Standards Clauses

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

Davis-Bacon Wage Decisions

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

Contract Administration form BCA-167

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

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

III. INQUIRIES

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

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

For more information, log on to:

http://bca.lacity.org
http://www.dir.ca.gov
http://www.dol.gov

APPENDIX VI

BUREAU OF ENGINEERING

BID UNITS FOR STANDARD SIDEWALKS

[To be submitted with the Contractor's SOQ package and part of final award contract documents]

City of Los Angeles
California

Department of Public Works
Bureau of Engineering

ENGINEERING
CITY OF LOS ANGELES

APPENDIX VII

BUREAU OF ENGINEERING

ISSUE RESOLUTION LADDER

City of Los Angeles
California

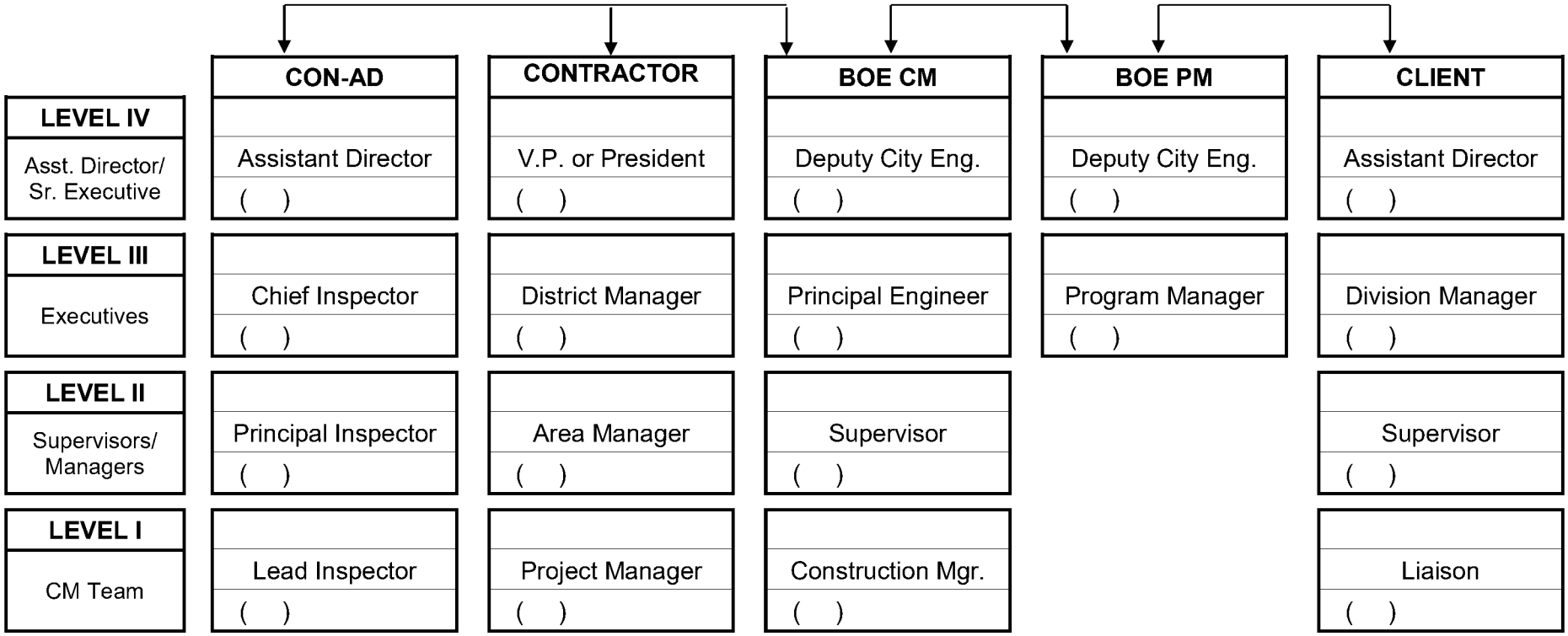
Department of Public Works
Bureau of Engineering

City of Los Angeles, Department of Public Works
Bureaus of Engineering and Contract Administration

Contractor: **{name}**

Project Title: **{title}**

Issue Resolution Ladder – Line Management



APPENDIX VIII

BUREAU OF ENGINEERING

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE FORM

City of Los Angeles
California

Department of Public Works
Bureau of Engineering

CERTIFICATION OF COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

1. Certification of Compliance with the Americans with Disabilities Act (1 page)

CERTIFICATION REGARDING COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

The undersigned certifies, that to the best of his/her knowledge and belief, that:

1. The Contractor/Borrower/Agency (hereafter Contractor) is in compliance with and will continue to comply with the Americans with Disabilities Act 42 U.S.C. 12101 et seq. and its implementing regulations.

2. The Contractor will provide for reasonable accommodations to allow qualified individuals with disabilities to have access to and participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act.

3. The Contractor will not discriminate against persons with disabilities nor against persons due to their relationship or association with a person with a disability.

4. The Contractor will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative contracts) and that all sub-recipients shall certify and disclose accordingly.

5. This certification is a material representation of fact upon which reliance was placed when the parties entered into this transaction.

CONTRACT NUMBER_____

CONTRACTOR/BORROWER/AGENCY

_____

Name and Title of Authorized Representative

_____

SIGNATURE_____

DATE_____

Rev. 10/01

APPENDIX IX

BUREAU OF ENGINEERING

IRAN CONTRACTING ACT OF 2010

[SEE RFQ, ATTACHMENT "J"]

City of Los Angeles
California

Department of Public Works
Bureau of Engineering

ATTACHMENT A-14

IRAN CONTRACTING ACT

1. Implementation and Processing Procedures (1 page)
2. Compliance Affidavit (1 page)
3. California Department of General Services List of Entities Prohibited from Contracting with Public Entities in the State of California, August 5, 2020 (1 page)

Iran Contracting Act of 2010 - Implementation and Processing Procedures

Overview:

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

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

1. A bidder or proposer providing goods or services of $20,000,000 or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector or Iran; OR

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

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

Implementation & Processing:

- All bidders or proposers for a Department contract valued at $1,000,000 or more must sign and submit the *Iran Contracting Act of 2010 Compliance Affidavit* with their bid or proposal.

- Upon receiving the bid or proposal, the awarding authority contract administrator must review the submitted affidavit for completion and signature and check the DGS list of businesses that are prohibited from contracting with public entities in California. The link for the DGS list is: https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-Ineligible-Businesses?search=iran%20contracting
    - Once the review is complete, the contract administrator will place the affidavit in the awarding authority's official file associated with the proposal, or such other place as is designated by the awarding authority's general manager for safe recordkeeping.

- In the event that the awarding authority intends to award a contract valued at $1,000,000 or more, outside of the competitive process, the awarding authority must complete the evaluation process described above prior to executing the contract.

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

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

(California Public Contract Code Sections 2200-2208)

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

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

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

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

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

OPTION #1: CERTIFICATION

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

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

OPTION #2: EXEMPTION

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

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

Department of General Services
Procurement Division
707 Third Street, Second Floor, West Sacramento, CA 95605
(916) 375-4400 (800) 559-5529

List Date: August 5, 2020

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

1. China National Petroleum Corporation
2. China Oilfield Services Limited
3. Indian Oil Corporation Ltd.
4. Oil and Natural Gas Corporation
5. Oil India Limited
6. ONGC Videsh Ltd.
7. Petrofield
8. Petróleos de Venezuela, S.A
9. Sinopec
10. SKS Ventures

If you have any questions regarding this notification, please contact:

Office of Policies, Procedures, and Legislation
PPO@dgs.ca.gov

APPENDIX X

BUREAU OF ENGINEERING

BIDDER CERTIFICATION CEC FORM 50

[SEE RFQ PACKAGE]

City of Los Angeles
California

Department of Public Works
Bureau of Engineering

FORM 50

Bidder Certification

Los Angeles City ETHICS COMMISSION

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

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

Reference Number (Bid, Contract, or RAMP)	Awarding Authority (Department awarding the contract)
Bidder Name	
Address	
Email Address	Phone Number

Certification

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

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

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

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

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

_____ Name

_____ Signature

_____ Title

_____ Date

APPENDIX XI

BUREAU OF ENGINEERING

REQUIRED INSURANCE AND MINIMUM LIMITS

[SEE RFQ, ATTACHMENT "G"]

City of Los Angeles
California

Department of Public Works
Bureau of Engineering

ENGINEERING
CITY OF LOS ANGELES

Form Gen. 146 (Rev. 9/06)

Required Insurance and Minimum Limits

Name: _____ Date: 01/28/2025

Agreement/Reference: Project Title: RFQ for Rapid Pedestrian Facility Repair Program Contract Serial No. 1

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

Limits

✓ **Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)**

WC *Statutory*

EL **$1,000,000**

☑ Waiver of Subrogation in favor of City ☐ Longshore & Harbor Workers ☐ Jones Act

✓ **General Liability** $2 million Aggregate -City of LA is required to be named as an additional insured **$1,000,000**

☑ Products/Completed Operations ☐ Sexual Misconduct

☐ Fire Legal Liability

☐

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

___ **Professional Liability** (Errors and Omissions)

Discovery Period

___ **Property Insurance** (to cover replacement cost of building - as determined by insurance company)

☐ All Risk Coverage ☐ Boiler and Machinery

☐ Flood ☐ Builder's Risk

☐ Earthquake ☐

___ **Pollution Liability**

☐

✓ **Surety Bonds** - Performance and Payment (Labor and Materials) Bonds 100% of the contract price

___ **Crime Insurance**

Other: Sent to David Ventura @ PW BOE

APPENDIX XII

BUREAU OF ENGINEERING

ZERO SPILL SANITARY SEWER OVERFLOW POLICY

[SEE RFQ, ATTACHMENT "D"]

City of Los Angeles
California

Department of Public Works
Bureau of Engineering

MOTION

WHEREAS the City of Los Angeles owns, operates and maintains one of the largest wastewater systems in the nation, which includes 6,500 miles of sewers, 44 pumping plants, one wastewater treatment plant and three water reclamation plants, and

WHEREAS maintaining uninterrupted service to the citizens of Los Angeles, protecting the public health, safety, and the environment, meeting all federal, state and local regulatory requirements and permits, requires continued inspection, maintenance and upgrading of various components of our wastewater facilities, and

WHEREAS this includes activities conducted by private independent entities contracted with the Board of Public Works, and

WHEREAS Sanitary Sewer Overflows (SSOs) jeopardize the public health and safety, adversely impact the environment, violate our facilities' National Pollution Discharge Elimination System (NPDES) permit requirements and are also prohibited by various federal and state regulatory requirements and codes, and

WHEREAS those violations can create a severe financial burden on the City as a result of civil liabilities incurred for such violations, and

WHEREAS the California Regional Water Quality Control Board (CRWQCB) can impose penalties on the City for SSOs in violation of the NPDES permits and the California Water Code. (The maximum civil liability for an SSO is $10 per gallon of discharge volumes greater than 1,000 gallons and $10,000 per day violation, if imposed by the CRWQCB, or $25 per gallon of discharge volumes greater than 1,000 gallons and $25,000 per day per violation if imposed by a court of law.), and

WHEREAS The Board of Public Works (Board) adopted a "Zero Spills" policy on June 26, 1998, after a series of SSOs resulted in monetary penalties imposed by the Regional Water Quality Control Board (RWQCB) in the form of an Administration Civil Liability (ACL), and

WHEREAS though SSO incidents have decreased substantially since the original policy was adopted, issues associated with SSOs remain, and

WHEREAS operational and regulatory changes require revisions to the June 26, 1998, policy,

WHEREAS there is need for the Board to assert and reaffirm the City's updated SSO policy (Attachment) and goal of "Zero SSOs," which includes the Board's intention to hold all Contractors liable and accountable for any consequences incurred by SSOs related to the construction, modification and repair of said sanitary systems caused by a Contractor's negligent actions including, but not limited to, fines imposed by regulatory agencies, the cost of related SSO response, containment and mitigation, and any-and-all third party property damages and claims, and

WHEREAS the Board, by authority of Article 14 of the Los Angeles Administrative Code [Contractor Responsibility Ordinance (CRO)] as its Designated Administrative Agency and acting through its Inspector of Public Works, may declare any Contractor that negligently causes SSOs a non-responsible bidder,

WE, THEREFORE, MOVE that

1. The Board reaffirm the City's SSO policy and goal of "Zero SSOs" in the City's wastewater treatment and collection systems and hold all Contractors liable, responsible and accountable for all construction-related SSOs caused by the Contractor's negligent actions; and

2. The Board direct the Inspector of Public Works to investigate such SSOs as they occur under the provisions of the CRO and the Board's adopted Responsibility Criteria for the purpose of reporting to the Board any recommendations based upon the incident; and

3. The Board direct the Bureau of Engineering to revise all wastewater system-related construction plans, specifications and contract language to clearly communicate these points:
   (a) The Board's adopted SSO policy
   (b) The goal of "Zero SSOs"
   (c) Require Contractors to provide sufficient and adequate emergency equipment and resources for spill prevention, SSO response, and management,
   (d) Hold all Contractors liable and accountable for all the construction-related SSOs resulting from negligent action; and

4. The Board designate the Bureau of Contract Administration as lead agency, for conducting joint training workshops in coordination with the Bureaus of Engineering and Sanitation with construction Contractors to provide awareness and dialogue on the impact, regulatory requirements, mitigation and prevention of SSOs, and to re-iterate the Board's authority over the enforcement of this policy; and

5. The Board direct the Bureaus of Contract Administration and Engineering to establish a pre-qualified list for not only all prime contractors but Specialty subcontractors as well in order to ensure that ALL contractors bidding or working on sanitary sewer projects have the quality, fitness and capacity to perform the work; and

6. The Board direct the Bureaus of Contract Administration, Engineering and Sanitation to continue communication of the Board's adopted SSO policy and goal of "Zero SSOs" to all their respective staff and to instruct staff to implement all necessary measures to enforce and meet said policy; and

7. The Board direct the Bureaus of Contract Administration, Engineering and Sanitation to conduct regular training workshops with their respective staff to provide awareness and dialogue on the impact, regulatory requirements, mitigation and prevention of SSOs.

(WFB – CS)

Motion prepared by:
Chris Smith, Chief Construction Inspector
Wastewater Construction Division
(213) 847-2370

Respectfully submitted,

JOHN L. REAMER, JR.
Inspector of Public Works

GARY LEE MOORE, P.E.
City Engineer

ENRIQUE C. ZALDIVAR, Director
Bureau of Sanitation

JLR:CS:bes
sso motion

Attachment

PERTAINING TO THE PREVENTION OF AND RESPONSE TO

CONSTRUCTION CONTRACT – RELATED SANITARY SEWER OVERFLOWS (SSO)

Bureau of Engineering
Bureau of Contract Administration
Bureau of Sanitation

1. Goal and Policy Statement

The Bureaus of Engineering, Contract Administration, and Sanitation are committed to a goal of ZERO Sanitary Sewer Overflows (SSO). All parties agree that every opportunity to prevent SSO and to control flow, such as sewage bypassing or diversion of flow, shall be considered. Should an SSO occur, the Bureaus recognize that the response to the SSO takes priority over determining responsibility of the cost of the response. The first Bureau on the scene shall utilize all available resources to control and stop the SSO. The determination of responsibility for payment of costs shall be made after the emergency is over.

In order to implement the above stated goal and policy, the responsibilities for each of the Bureaus in the areas of SSO prevention, response, agency reporting, public information and debriefing are described below.

2. SSO Prevention Responsibilities

A. Bureau of Engineering

Larger Sewers (greater than 18-inches):

- During the Design Phase, a joint project review will be conducted with the Bureau of Sanitation (BOS) which includes a review of sewage flows, sewage control requirements, identification of significant bypass operations, and measures to prevent SSOs during construction.

  Note: Significant sewage bypassing includes, at a minimum: large quantities of sewage to be bypassed, lasting more than 24-hours, requiring modifications to wastewater plant or pumping plant operations, bypassing of primary or large sewers, having the potential of odor control issues, and in close proximity to a drainage or water course.

Smaller Sewers (less than 18-inches)

- During the Design Phase, a project review will be conducted which includes a review of sewage flows, sewage control requirements, and measures to prevent SSOs during construction.

Sewer Projects in General

- Sewage flow data is obtained from recent gaugings and projected flows are provided by BOS. Diversion structures are identified and sewage availability is provided by BOS for bypass operations.

- General Requirements, Section 1563, Pollution Control – Sewage Spill, Prevention and Response Requirements are part of the contract documents for the control of sewage by the Contractor.

- The results of the review recommendations are to be incorporated into the project plans and contract documents.

- Final project bid plans, specifications, and contract documents will be made available to the Bureaus of Sanitation and Contract Administration. Invitations will be extended to both Bureaus to attend the Pre-Construction Meeting.

- Provide through the Bureau of Engineering's Uniform Project Reporting System (UPRS) the following information for Capital Improvement Projects:

    a. Project Title and Work Order

    b. Project start and completion date

    c. Project work locations

    d. Type and method of work being performed (new construction, rehabilitation, repair, or replacement).

    e. Project Team information for:

        1. Project Manager, name and telephone number

        2. Construction Manager, name and telephone number

        3. Project Engineer, name and telephone number

        4. Contractor contact names and telephone numbers.

        5. Construction activities which will impact or potentially inconvenience the City's constituents, such as: by-

pass pumping operations, temporary street closure, or other similar impacts.

- At the Pre-Construction Meeting, the General Requirements, Section 1563, Pollution Control – Sewage Spill, Prevention and Response Requirements will be reviewed and that there are related Contractor submittal items.

- Provide for a design review of private development projects having the potential for causing sewage spills or overtaxing the capacity of the sewer (such as new physical tie-ins to the City of Los Angeles collection system, building over sewers, etc.).

B. The Bureau of Contract Administration shall:

- Notify the Bureau of Sanitation's Wastewater Collection Systems Division personnel of the location of significant sewage bypasses lasting more than 24 hours and construction sites on active systems (lines and pumping plants) and update the information as the construction work progresses (E-mail notification to Bureau of Sanitation WCS Manager and WCS Supervisor). The notification should include, not limited to the following:

  a. Job title

  b. Job location (actual work location if different from project location or if changed since the last report),

  c. Actual construction start date

  d. Special conditions

  e. Inspector's name and phone number

  f. Inspector's Supervisor's name and phone numbers

  g. Contractor's contact person and emergency phone numbers

Notify the Bureau of Sanitation of any changes in the above items.

C. The Bureau of Sanitation shall:

- Designate a representative for Capital Improvement Projects which will obtain the following information:

  a. Project location (work location as described by the plans)

  b. Planned project start and estimated completion dates

c. Special conditions (e.g. by-pass pumping and amount of flow involved, temporary street closure or any problem likely to inconvenience our customers other than originally anticipated)

d. Type and method of work being performed (new construction, rehabilitation, repair, or replacement)

e. Contractor's and contact person's names, and office and emergency phone numbers

f. Project Inspector's name, and office and emergency phone numbers

g. Inspection Supervisor's name, and office and emergency phone numbers

h. Project Engineer's name, and office and emergency phone numbers

- Receive the Contractor's Spill Response Plan and Bypass Plan submittals prior to start of any construction activity that may include significant sewer bypasses that may last more than 24 hours that may interfere with the free flow of sewage throughout the system.

- Conduct periodic field training on SSO prevention, response and clean up operations on an as-needed basis which may take the form of exercise drills.

3. SSO Response Responsibilities

Please be advised that all sewage discharges must be reported to the County Operator (213) 974-1234 regardless of the time of discharge. All sewage discharges that enter the waters of the state, which include ocean or waterways, must be reported immediately. For the purposes of reporting to the Health Officer, immediate reporting should be interpreted as within 15 minutes of discharge or knowledge there of and applied when there is direct discharge into the waters of the State and/or collection system personnel due to their knowledge of the geographical area/sewer or storm drain infrastructure, determine that a discharge could potentially result in a discharge to the waters of the State.
The Bureau of Sanitation is the lead for this reporting requirement. Therefore Bureau of Sanitation staff must be notified immediately of any discharge and if the discharge enters the storm water system, then the County Operator must be notified by City staff within 15 minutes.

A. The Bureau of Engineering shall:

Assist, in the event of a major sewage spill that involves a contracted construction project, by directing the contractor to participate in the response effort when the following conditions apply:

a. The level of response effort needed is not provided for in the original contract, and

b. The Contractor is capable of providing the needed level of response

B. The Bureau of Contracts Administration shall:

- Document the following information to the Bureau of Sanitation upon their arrival at the incident site and therefore on an as-needed basis.

  a. Time SSO started

  b. Cause of SSO

  c. Estimated quantity of SSO

  d. Where SSO flowed to

  e. Damaged resulting from SSO

  f. Attempts to mitigate SSO

- Provide the above information to the Bureau of Sanitation upon their arrival at the incident site and thereafter on an as-needed basis.

- Direct the Contractor to implement the Emergency Response Plan for controlling sewage flow during construction procedures (as determined by the Bureau of Engineering and Contract Administration) in the event of a spill and monitor Contractor's involvement.

C. The Bureau of Sanitation shall:

- Act with greatest expediency to provide all resources available to the Bureau of Sanitation that are necessary for handling sewer overflows and clean-up activities to any crew responding to an incident.

- Require the presence of a manager at an incident site as determined by the severity of the event.

4. Agency Reporting Responsibilities

The Bureau of Sanitation shall:

- Be solely responsible for releasing information regarding sewage spills to regulatory agencies, the Board of Public Works, the Public Affairs Office, and elected officials as appropriate with the exception of initial notification of SSO as described in Section 3.

- Maintain and update procedures for reporting sewage spill and storm water contamination. These procedures shall address proper communication between the Bureau of Sanitation and all regulatory agencies which are required to be notified of sewage spills.

5. Public Information Responsibilities

A. The Bureau of Engineering shall:

- Direct all general public and media inquiries to the Department's Public affairs Office.

- Direct all other requests for information to the Bureau of Sanitation.

B. The Bureau of Contract Administration shall:

- Direct all general public and media inquiries to the Department's Public Affairs Office.

- Direct all other requests for information to the Bureau of Sanitation.

C. Bureau of Sanitation shall:

- Direct all general public and media inquiries to the Department's Public Affairs Office.

6. Department SSO Procedures

A. Bureau of Engineering

- Conduct SSO debriefing meetings, prepare summaries of Lessons Learned from SSO event, and incorporate Lessons Learned into contractor requirements in future contract documents.

B. Bureau of Contract Administration shall:

- Attend SSO debriefing meeting and provide input for lessoned learned summary prepared by Bureau of Engineering. Bureau of Contract Administration management will communicate any improvements or recommendations in the summary report to field staff.

C Bureau of Sanitation shall:

- Conduct and attend the SSO debriefing meeting as necessary following spill incident to identify lessons learned and to clarify responsibility for cost recovery. The Bureaus of Engineering and Contract Administration shall be included in the debriefing meetings.

- Incorporate lessons learned into Division's spill procedures, courses and drills.

Enrique C. Zaldivar, Director
Bureau of Sanitation

Date Approved 12/13/10

Gary Lee Moore, P.E., City Engineer
Bureau of Engineering

Date Approved 12/9/10

John L. Reamer, Jr., Director
Bureau of Contract Administration

Date Approved 12/9/10

APPENDIX XIII

BUREAU OF ENGINEERING

CERTIFICATE OF COMPLIANCE WITH CHILD SUPPORT OBLIGATIONS

[SEE RFQ, ATTACHMENT "I"]

City of Los Angeles
California

Department of Public Works
Bureau of Engineering

ENGINEERING
CITY OF LOS ANGELES

CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT OBLIGATIONS

The undersigned hereby agrees that _____ will:
Name of Business

1. Fully comply with all applicable State and Federal employment reporting requirements for its employees.

2. Fully comply with and implement all lawfully served Wage and earnings Assignment Orders and Notices of Assignment.

3. Certify that the principal owner(s) of the business are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally.

4. Certify that the business will maintain such compliance throughout the terms of the contract.

5. This certification is a material representation of fact upon which reliance was placed when the parties entered into this transaction.

6. The undersigned shall require that the language of this Certification be included in all subcontracts and that all subcontractors shall certify and disclose accordingly.

Upon signing below, the bidder by his/her signature affixed hereto declares under penalty of perjury that he/she has read the Child Support Assignment Orders contained in the City's Ordinance No. 172401 and accepts all the City's requirements contained therein throughout the duration of this project.

_____
Signature Title

_____
Company Name

_____
Date

APPENDIX XIV

BUREAU OF ENGINEERING

DOCUMENTS FROM RFQ/SOQ PACKAGE

City of Los Angeles
California

Department of Public Works
Bureau of Engineering

ATTACHMENT T

BUREAU OF ENGINEERING

SAMPLE RPFRP1 DOCUMENTS

City of Los Angeles
California

Department of Public Works
Bureau of Engineering

SAMPLE ORIGINAL CONSTRUCTION ORDER

BOARD OF PUBLIC WORKS
MEMBERS

VACANT
PRESIDENT

M. TERESA VILLEGAS
VICE PRESIDENT

DR. MICHAEL R. DAVIS
PRESIDENT PRO TEMPORE

VAHID KHORSAND
COMMISSIONER

SUSANA REYES
COMMISSIONER

TJ KNIGHT
ACTING EXECUTIVE OFFICER

CITY OF LOS ANGELES

CALIFORNIA

KAREN BASS
MAYOR

DEPARTMENT OF
PUBLIC WORKS
BUREAU OF
ENGINEERING

TED ALLEN, PE
CITY ENGINEER

1149 S. BROADWAY, SUITE 700
LOS ANGELES, CA 90015-2213

http://eng.lacity.org

[CONTRACTOR]
[STREET]
[CITY, STATE ZIP CODE]

Attention: [NAME]

Issuance Date: Jan 15, 2020
Contract: C-123456

RPFRP1 – VANTAGE AVENUE (8200)
☒ Spot Repair ☐ MH-MH ☐ Lining ☒ Other

DIR No.: 317821
Work Order No.: SZC13868
File: SWR-2334-7-6
SRID Req No.:1-222003235

This letter serves as your authority to proceed with the sewer repair work in accordance with the plans, sketches and instructions given to you by the Engineer in this construction order. The authority for this construction order is in conformance with the contract agreement executed by the Board of Public Works on [DATE], with an expiration date of [DATE].

Work indicated in this construction order is offered to [CONTRACTOR] in accordance with the General Requirements, Section GR01112: "Description of Work". If the Contractor rejects or disputes this offer of work then the Contractor shall notify the Engineer in writing no later than 72 hours from receipt of this construction order. Beginning of field work will constitute the Contractor's acceptance of the terms and conditions of this construction order.

Payment for this work shall be per the RSRP Contract's schedule of unit prices. The construction order shall be considered "active" by the Engineer until the final CCTV of the rehabilitated Sewer is performed, or as determined by the Engineer. If the final CCTV is found to be unacceptable, then the construction order may be moved back to "active" status until an acceptable final CCTV has been received.

For project work scope, construction cost authority, and engineering issues, please contact [ENGINEER] at (213) 485-1234. For project inspection, contract compliance, and payment issues, please contact [INSPECTOR] at (213) 847-1234.

5HF\FODEOH DQG PD(UHF\FO

Sincerely,

[NAME], P.E.
Project Manager
Sidewalk Division

SG:lt

Enclosure

cc: [NAME] – Board of Public Works, Contract Section Supervisor
[NAME] – Office of Accounting
[NAME] – Public Affairs Office
BCA_Construction_Orders@lacity.org – Bureau of Contract Administration
[NAME] – Bureau of Engineering
[NAME] – Bureau of Sanitation
[NAME] – Contractor
Master File

RAPID PEDESTRIAN FACILITY REPAIR PROGRAM

PROJECT TITLE: RAPID PEDESTRIAN FACILITY REPAIR PROGRAM - SITE 6736 | **WORK ORDER NO.** E1908627 | **SRID:** 1-2299945821

PROJECT LOCATION & COUNCIL DISTRICT: 5

GENERAL NOTES (CONT'D ON PAGE 2)

1. ALL WORK SHALL COMPLY WITH THE FOLLOWING:

1.1 ALL NOTES, DRAWINGS, AND STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, INCLUDING CURRENT SUPPLEMENTS, ADDENDA, AND REVISIONS THEREOF.

1.2 2020 CITY OF LOS ANGELES BUILDING CODE (LABC) BASED ON 2019 CALIFORNIA BUILDING CODE (CBC) AND 2018 INTERNATIONAL BUILDING CODE (IBC).

1.3 CITY OF LOS ANGELES STANDARD PLANS (STANDARD PLANS) PER VERSION AS SHOWN ON PLAN.

1.4 2010 AMERICANS WITH DISABILITIES ACT (ADA) STANDARDS FOR ACCESSIBLE DESIGN.

1.5 ALL APPLICABLE LOCAL, STATE, AND FEDERAL CODES, ORDINANCES, LAWS, REGULATIONS, AND PROTECTIVE COVENANTS GOVERNING THE SITE OF ACTUAL WORK AND/OR CONSTRUCTION.

1.6 REFERENCE STANDARDS PER LABC, STANDARD PLANS, STANDARD SPECIFICATIONS, INCLUDING THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREEN BOOK) AND THE CORRESPONDING "ADDITIONS AND AMENDMENTS TO THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION" (BROWN BOOK)., AS NOTED HEREIN AND REQUIRED BY EACH STANDARD AND/OR SPECIFICATION.

REPAIR INFORMATION

ACTIVITY	PROJECT LIMIT	PROJECT LIMIT
REMOVE AND REPLACE 115 LF OF SIDEWALK	NORTHERN PL OF 315 S. HIGHLAND AVE	NORTHERN EDGE OF DRVIEWAY AT 321 S. HIGHLAND AVE
5 LF TRANSITION PANEL AT START AND END OF SIDEWALK REAPLCEMENT LENGTH	NORTHERN PL OF 315 S. HIGHLAND AVE	NORTHERN EDGE OF DRVIEWAY AT 321 S. HIGHLAND AVE

SUBSTRUCTURE INFORMATION

DESCRIPTION	APPROX. LOCATION	
DWP WATER METER		

APPLICABLE STD PLANS / SPECIAL INSTRUCTIONS

1. HPOZ HANCOCK PARK. CONTRACTOR TO MATCH EXISTING SIDEWALK PATTERN, 2. CONTRACTOR TO AQUIRE ROE AS NEEDED, 3. CONSTRUCT 5 FT LONG TRANSITION PANEL AT THE START AND ENDING OF THE PROJECT LIMITS. **STANDARD PLANS:** S-410-2 TYPES OF CURB AND GUTTER, S-431-0 JOINTS IN CONCRETE SIDEWALKS, S-440-4 DRIVEWAYS, S-444-0 SIDEWALKS.

CITY OF LOS ANGELES

TED ALLEN, P.E. - CITY ENGINEER

SIDEWALK DIVISION

JULIA SANCHEZ DE LA VEGA, P.E., ENV SP - DIVISION ENGINEER

INDEX NO.:	
DATE:	
PAGE:	1 OF 2

ENGINEERING
CITY OF LOS ANGELES

PREPARED BY:	
YOOBIN KIM, P.E.	
CHECKED BY:	
DAVID VENTURA	
PROJECT MANAGER	
2/14/2025	
CONSTRUCTION ENGINEER	
YOOBIN KIM, P.E.	

RAPID PEDESTRIAN FACILITY REPAIR PROGRAM - E1908627, W.O. NO. E1908627

GENERAL NOTES CONT'D

3. CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UNDERGROUND UTILITIES AND SUBSTRUCTURES PRIOR TO EXCAVATION AND PROTECT IN PLACE ALL UTILITIES AND SUBSTRUCTURES ENCOUNTERED. DAMAGED FACILITIES SHALL BE REPAIRED AT FULL COST TO THE CONTRACTOR.
4. CONTRACTOR SHALL PROVIDE MEANS AND METHODS TO PREVENT DAMAGE TO ALL ITEMS NOTED SOLELY AS EXISTING OR TO BE PROTECTED IN PLACE (PIP). CONTRACTOR SHALL CONTACT THE CITY ENGINEER IMMEDIATELY UPON DAMAGE TO THESE ITEMS FOR INSTRUCTIONS ON THE REPAIR.
5. WHEN CONSTRUCTING CURB AND/OR GUTTER, THE FINISHED FLOW LINE SHALL CONFORM TO THE OVERALL DRAINAGE CONDITION OF THE STREET.
6. CONSTRUCTION STAKES FOR CURB AND LONGITUDINAL GUTTER, WITH GRADE LESS THAN 0.5%, SHALL BE SET AT 12.5 FEET ON CENTER.
7. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PRESERVATION OF SURVEY MONUMENTS INCLUDING PROPERTY AND CORNER SURVEY MARKERS AND BENCH MARKS. CONTRACTOR SHALL SUBMIT ACCEPTABLE PRECONSTRUCTION SURVEY TIE NOTES TO THE ENGINEER AT LEAST SEVEN (7) WORKING DAYS BEFORE THE START OF CONSTRUCTION. LOST OR DISTURBED MONUMENTS SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE BY A CALIFORNIA LICENSED LAND SURVEYOR OR REGISTERED CIVIL ENGINEER AUTHORIZED TO PRACTICE LAND SURVEYING.
8. UNLESS OTHERWISE MENTIONED ON A TECHNICAL INFEASIBILITY FORM (TIF) HEREON, THE CONTRACTOR SHALL ENSURE PROPOSED SIDEWALK RUNNING SLOPE DOES NOT EXCEED THREE (3) PERCENT OF THE ADJACENT STREET GRADE WHEN CONSTRUCTING CONCRETE SIDEWALK.
9. SIDEWALK GRADES EXCEEDING 5% SHALL BE FINISHED BY HAND WITH WOOD FLOAT.

CIVIL / SURVEY

10. THE EXISTENCE AND LOCATION OF ALL RIGHT OF WAY BOUNDARIES AND PARCEL BOUNDARIES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF RECORDS. NO CERTIFICATIONS ARE MADE AS TO THE ACCURACY OR THOROUGHNESS OF THESE RECORDS.
11. THE EXISTENCE AND LOCATION OF ANY ROADWAY CENTERLINE SHOWN ON THESE PLANS ARE FOR CONSTRUCTION PURPOSES ONLY AND WAS OBTAINED BY A SEARCH OF AVAILABLE RECORDS. NO CERTIFICATION IS MADE AS TO THE ACCURACY OR THOROUGHNESS OF THESE RECORDS.
12. REVIEW OF THIS PLAN BY THE CITY OF LOS ANGELES DOES NOT CONSTITUTE A REPRESENTATION AS TO THE ACCURACY OR THE COMPLETENESS OF THE LOCATION OR NONEXISTENCE OF SAID RIGHT OF WAY, PARCEL BOUNDARIES, OR CENTERLINES WITHIN THE LIMITS OF THE PROJECT.

DEPARTMENT OF WATER AND POWER (DWP)

13. CONTRACTOR SHALL CONTACT OSCAR ESTRADA AT (213) 367-4766 OR OSCAR.ESTRADA@LADWP.COM FOR WORK REGARDING DWP POWER METERS/VAULTS AT LEAST TEN (10) BUSINESS DAYS PRIOR TO CONSTRUCTION. CONTRACTOR SHALL COORDINATE WITH LADWP TO LOCATE AND PROTECT ANY UNDERGROUND STRUCTURES/UTILITIES UNDERNEATH THE SIDEWALK PRIOR TO EXCAVATION. DAMAGED FACILITIES SHALL BE REPAIRED AT FULL COST TO THE CONTRACTOR.
14. CONTRACTOR SHALL CONTACT JESSE ESTRADA AT (213) 367-6778 OR JESSE.ESTRADAJR@LADWP.COM FOR WORK REGARDING DWP WATER METERS/VAULTS AT LEAST TEN (10) BUSINESS DAYS PRIOR TO CONSTRUCTION. CONTRACTOR SHALL COORDINATE WITH LADWP TO LOCATE AND PROTECT ANY UNDERGROUND STRUCTURES/UTILITIES UNDERNEATH THE SIDEWALK PRIOR TO EXCAVATION. DAMAGED FACILITIES SHALL BE REPAIRED AT FULL COST TO THE CONTRACTOR.

URBAN FORESTRY DEPARTMENT

15. THE BUREAU OF STREET SERVICES URBAN FORESTRY DIVISION WILL ASSESS/INSPECT THE TREE(S) TO PROVIDE RECOMMENDATIONS AND ISSUE TREE PERMITS WITHIN THE PUBLIC RIGHT-OF-WAY. CONTRACTOR SHALL CONTACT LUIS TORRES AT (213) 847-3033 AT LEAST 10 BUSINESS DAYS PRIOR TO CONSTRUCTION FOR TREE RELATED WORK.

CITY OF LOS ANGELES			PREPARED BY:
TED ALLEN, P.E. - CITY ENGINEER			YOOBIN KIM, P.E.
SIDEWALK DIVISION			CHECKED BY:
JULIA SANCHEZ DE LA VEGA, P.E., ENV SP - DIVISION ENGINEER			DAVID VENTURA
			PROJECT MANAGER
INDEX NO.:		ENGINEERING	2/14/2025
DATE:			CONSTRUCTION ENGINEER
PAGE:	2 OF 2	CITY OF LOS ANGELES	YOOBIN KIM, P.E.

RAPID PEDESTRIAN FACILITY REPAIR PROGRAM
ESTIMATED SCHEDULE OF WORK AND PRICES
REPAIR QUANTITIES MAY CHANGE BASED ON ACTUAL FIELD CONDITIONS
TITLE: RAPID PEDESTRIAN FACILITY REPAIR PROGRAM SITE 6736
CD: 5
WORK ORDER #: E1908627
DATE PREPARED : 1/04/2024

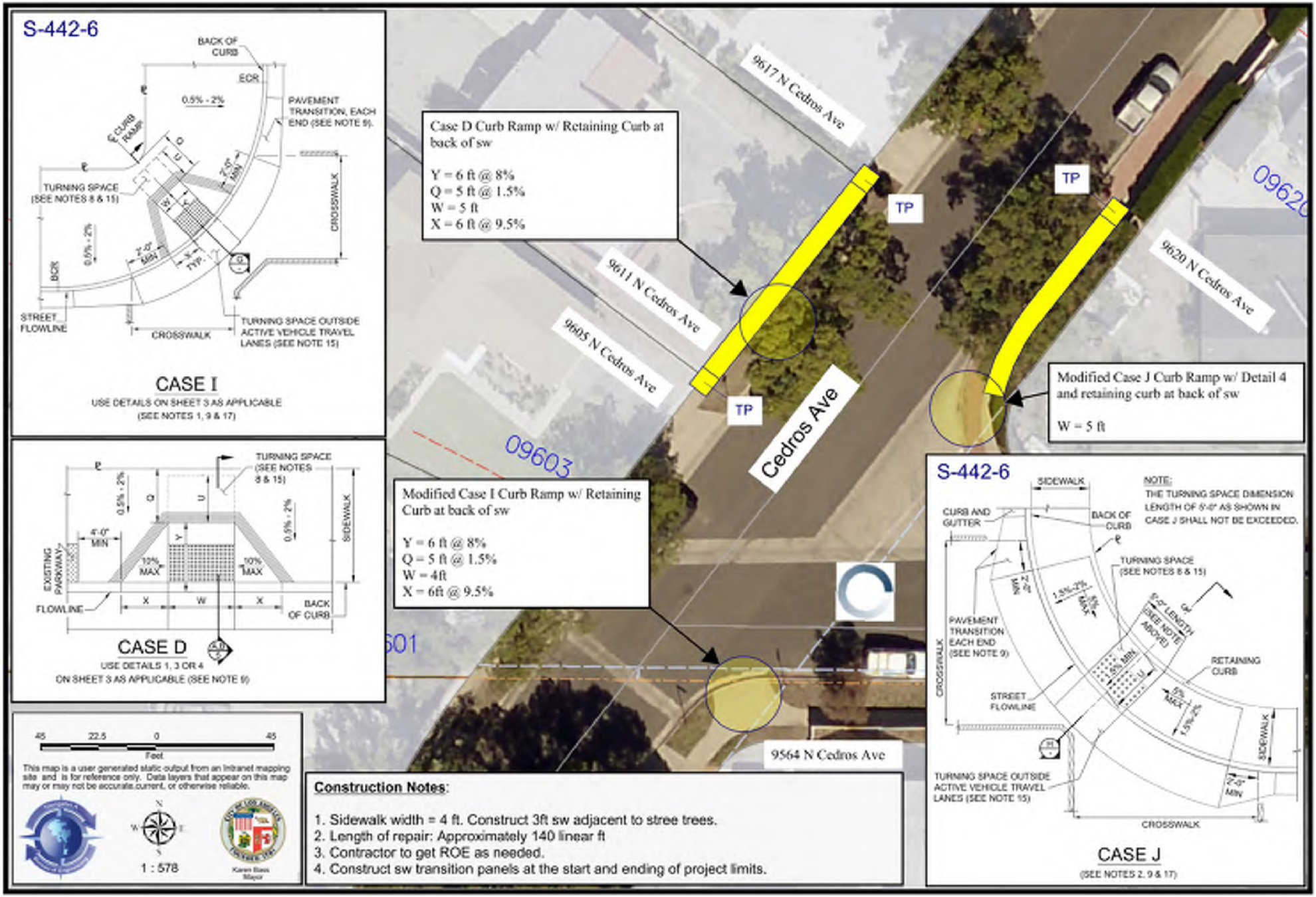
REPAIR CLASSIFICATION	
X	SIDEWALK REPLACEMENT
X	CURB RAMP REPLACEMENT/INSTALL
X	DRIVEWAY REPLACEMENT
	TREE REMOVAL

ENGINEERING
CITY OF LOS ANGELES

B.I. NO.	BID ITEM DESCRIPTION	B.I. PAY FACTOR	PAY FACTOR DESCRIPTION	UNIT	% CAP COST	% O&M COST	QTY ORIGINAL QTY	CONTRACTOR 2 FACTOR	UNIT PRICE	SUBTOTAL
1	MOBILIZATION AND DEMOBILIZATION			EA			1		$ 8,700.00	$ 8,700.00
13	REMOVE, CURB RAMP			SF			625		$ 68.00	$ 42,500.00
37	INSTALL, CONCRETE WALK (t=4")			SF			625		$ 16.64	$ 10,400.00
55	ADJUST TO GRADE, STREET LIGHTING PULL BOX (TYPE 2)			EA			1		$ 2,988.00	$ 2,988.00
25	INSTALL, TYPE A CONCRETE CURB			LF			100		$ 90.35	$ 9,035.00
64	PRECONSTRUCTION SIDEWALK DESIGN AND FIELD LAYOUT			EA			1		$ 2,340.00	$ 2,340.00
									TOTAL BID PRICE:	**$ 77,685.50**
									Capital Cost:	$ -
									O&M Cost:	$ -

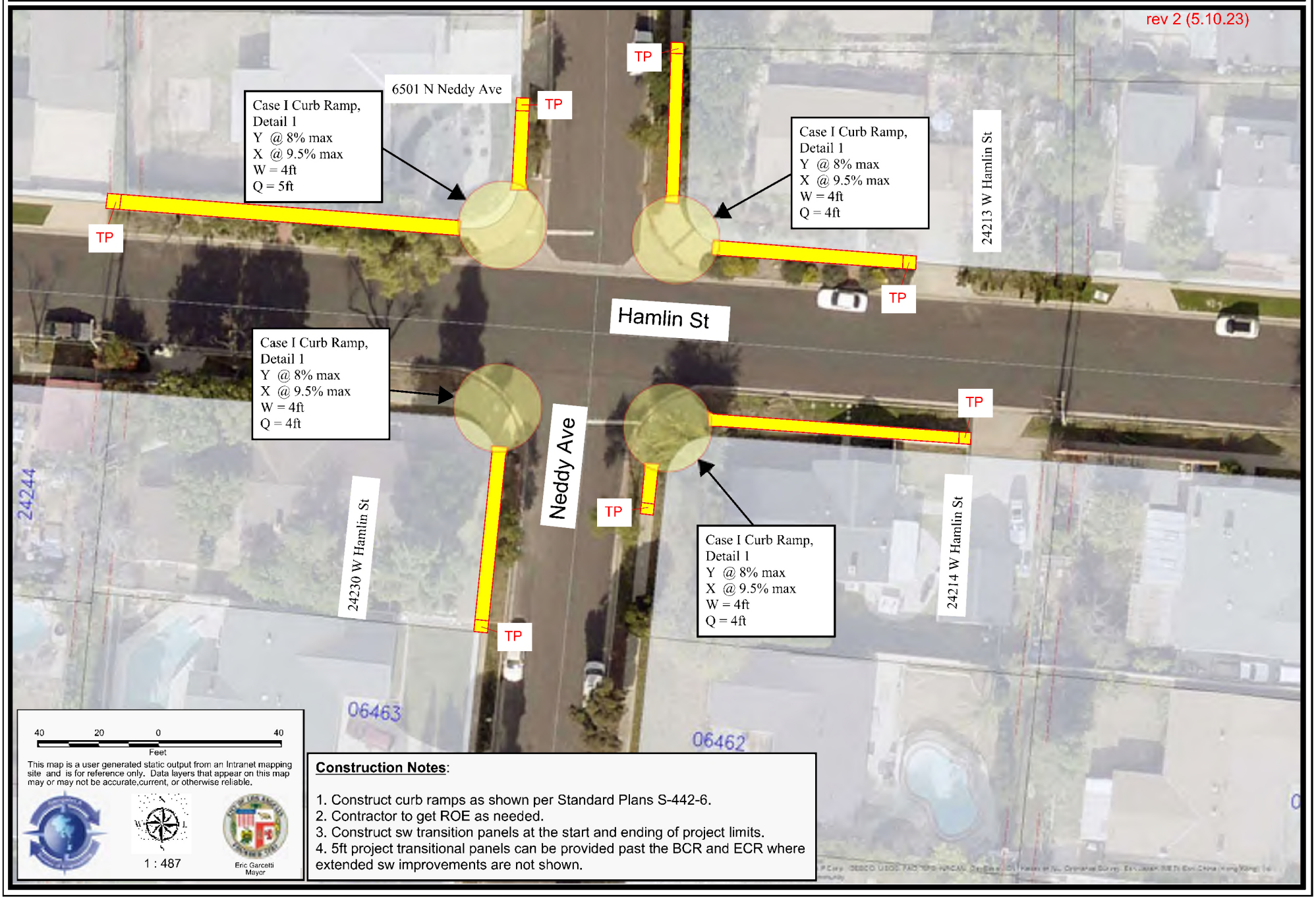
SAMPLE EXHIBIT PLANS THAT WILL BE ISSUED TO CONTRACTOR TO CONSTRUCT

Site 1928: 14681 W LIMEDALE ST (SRID: 1-642427501)



Site 6603: 6462 N NEDDY AVE (SRID: 1-2179999541)

rev 2 (5.10.23)

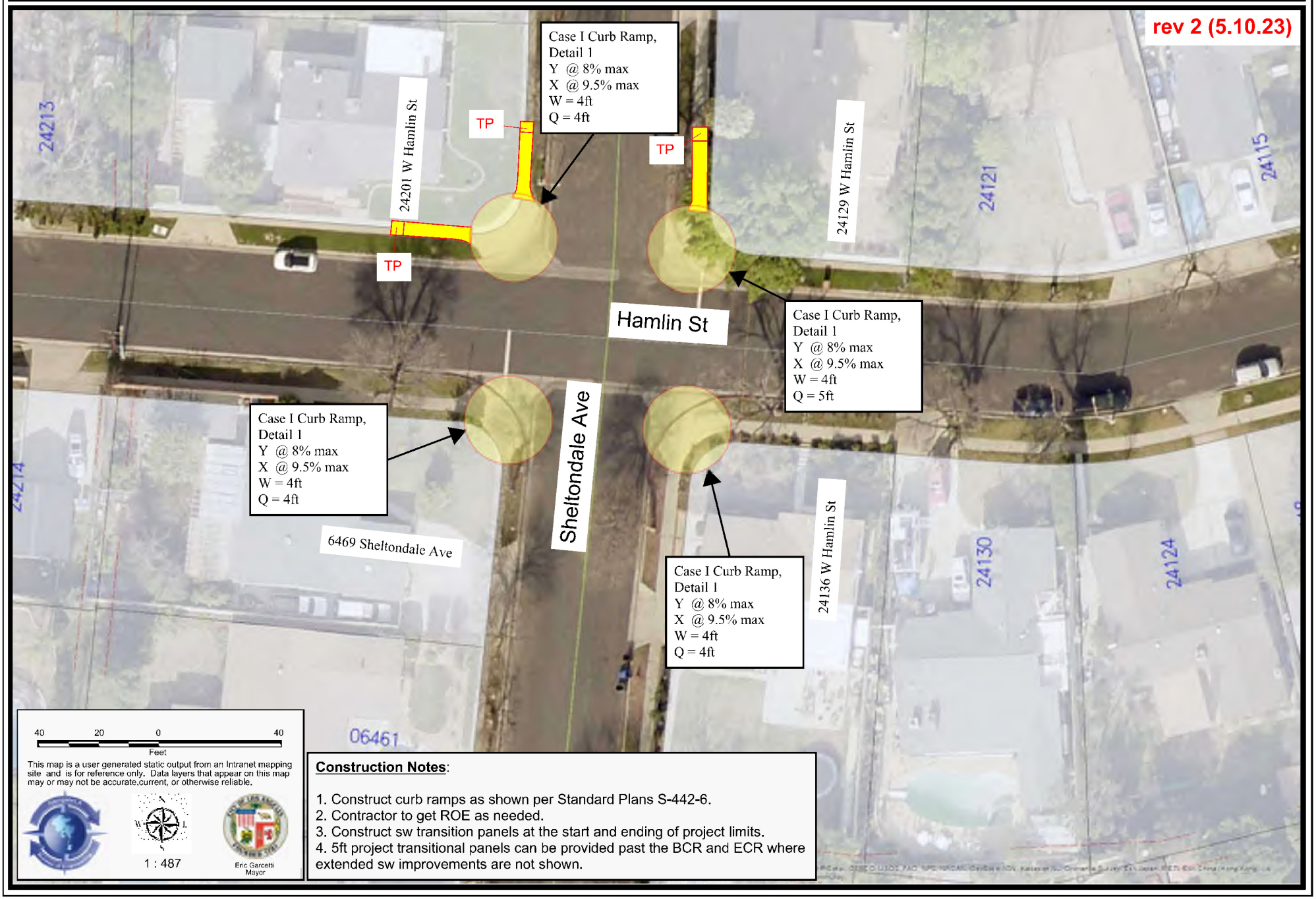


Construction Notes:

1. Construct curb ramps as shown per Standard Plans S-442-6.
2. Contractor to get ROE as needed.
3. Construct sw transition panels at the start and ending of project limits.
4. 5ft project transitional panels can be provided past the BCR and ECR where extended sw improvements are not shown.

Site 6603: 6462 N NEDDY AVE (SRID: 1-2179999541)

rev 2 (5.10.23)



40 20 0 40
Feet

This map is a user generated static output from an Intranet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate,current, or otherwise reliable.

1 : 487

Eric Garcetti
Mayor

Construction Notes:

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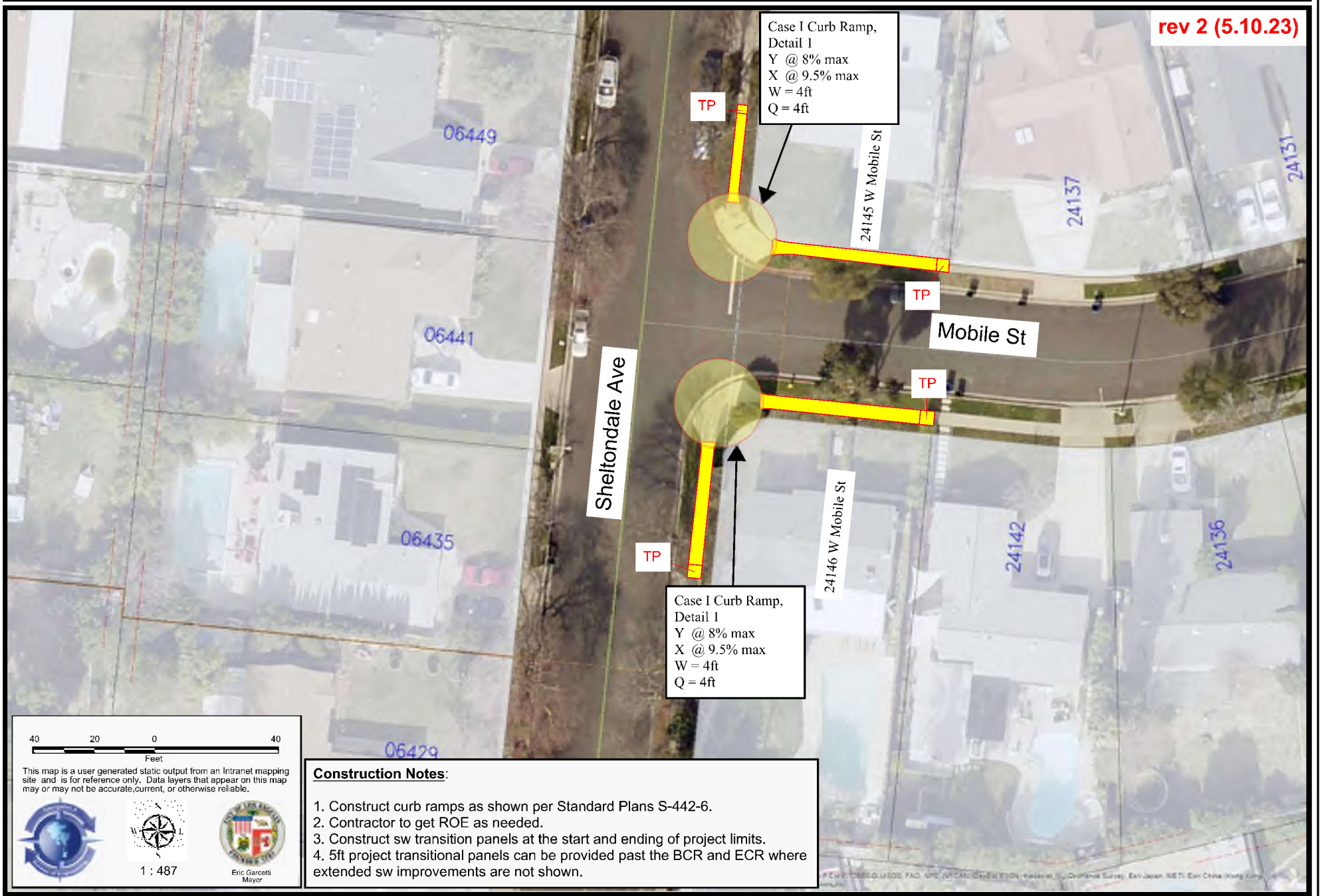

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Eric Garcetti
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Construction Notes:

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GENERAL

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2. STANDARD PLANS FOR THIS PROJECT:

   2.1 S-410-2 TYPES OF CURB AND GUTTER
   2.2 S-430-1 JOINTS IN CONCRETE PAVEMENT
   2.3 S-440-4 DRIVEWAYS
   2.4 S-442-6 CURB RAMPS
   2.5 S-444-0 SIDEWALKS

3. CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UNDERGROUND UTILITIES AND SUBSTRUCTURES PRIOR TO EXCAVATION AND PROTECT IN PLACE ALL UTILITIES AND SUBSTRUCTURES ENCOUNTERED. DAMAGED FACILITIES SHALL BE REPAIRED AT FULL COST TO THE CONTRACTOR.

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5. WHEN CONSTRUCTING CURB AND/OR GUTTER, THE FINISHED FLOW LINE SHALL CONFORM WITH THE OVERALL DRAINAGE CONDITION OF THE STREET.

6. GRADING REQUIRED ON PRIVATE PROPERTY OUTSIDE THE STREET OR ALLEY DEDICATION, IN CONNECTION WITH THIS IMPROVEMENT, SHALL BE PERFORMED EITHER WITHIN DEDICATED SLOPE EASEMENTS OR IN AREAS FOR WHICH SATISFACTORY RIGHTS OF ENTRY HAS BEEN OBTAINED.

7. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PRESERVATION OF SURVEY MONUMENTS INCLUDING PROPERTY AND CORNER SURVEY MARKERS AND BENCH MARKS. CONTRACTOR SHALL SUBMIT ACCEPTABLE PRECONSTRUCTION SURVEY TIE NOTES TO THE ENGINEER AT LEAST SEVEN (7) WORKING DAYS BEFORE THE START OF CONSTRUCTION. LOST OR DISTURBED MONUMENTS SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE BY A CALIFORNIA LICENSED LAND SURVEYOR OR REGISTERED CIVIL ENGINEER AUTHORIZED TO PRACTICE LAND SURVEYING.

8. THE CONTRACTOR SHALL CONSTRUCT ALL ITEMS BY REFERENCING THE CONTROL POINTS AND ELEVATION POINT CALLOUTS AS INDICATED ON THIS PLAN.

9. THE INSTALLATION OF AN ALTERNATE BI-DIRECTIONAL CURB RAMP (CASE I) HAS BEEN APPROVED BY THE CITY ENGINEER AT THE LOCATIONS IDENTIFIED ON THIS PLAN.

10. THE BUREAU OF STREET SERVICES URBAN FORESTRY DIVISION WILL ASSESS/INSPECT THE TREE(S) TO PROVIDE RECOMMENDATIONS AND ISSUE TREE PERMITS WITHIN THE PUBLIC RIGHT-OF-WAY. CONTRACTOR SHALL CONTACT LUIS TORRES AT (213) 847-3033 AT LEAST TEN (10) BUSINESS DAYS PRIOR TO CONSTRUCTION FOR TREE RELATED WORK.

ENGINEER'S NOTICE TO CONTRACTOR

1. THE EXISTENCE AND LOCATION OF ALL RIGHT OF WAY BOUNDARIES AND PARCEL BOUNDARIES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF RECORDS. NO CERTIFICATIONS ARE MADE AS TO THE ACCURACY OR THOROUGHNESS OF THESE RECORDS.

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THE CITY OF LOS ANGELES OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF ELECTRONIC COPIES OF THIS PLAN SHEET.

REVISION DATES (DESIGN STAGE ONLY)

Sheet Version 4.0

ENGINEERING
CITY OF LOS ANGELES

AS BUILT STAMP

DEPARTMENT OF PUBLIC WORKS
BUREAU OF ENGINEERING
VERTICAL CONTROL: BM 12-22498 (1060 MSL, NAVD 1988)
HORIZONTAL CONTROL: CSFB 153-197-13 & CSFB 193-343

PROJECT TITLE: SIDEWALK REPAIR PROGRAM - PACKAGE NO.
PROJECT SITE # - COUNCIL DISTRICT: SITE 5453 - LOZ FELIZ BLVD & N VERMONT AVE
ADDRESS: LOZ FELIZ BLVD & N VERMONT AVE, LOS ANGELES, CA 90027

NO.	REVISIONS:	DATE:	BY:

CIP NO.

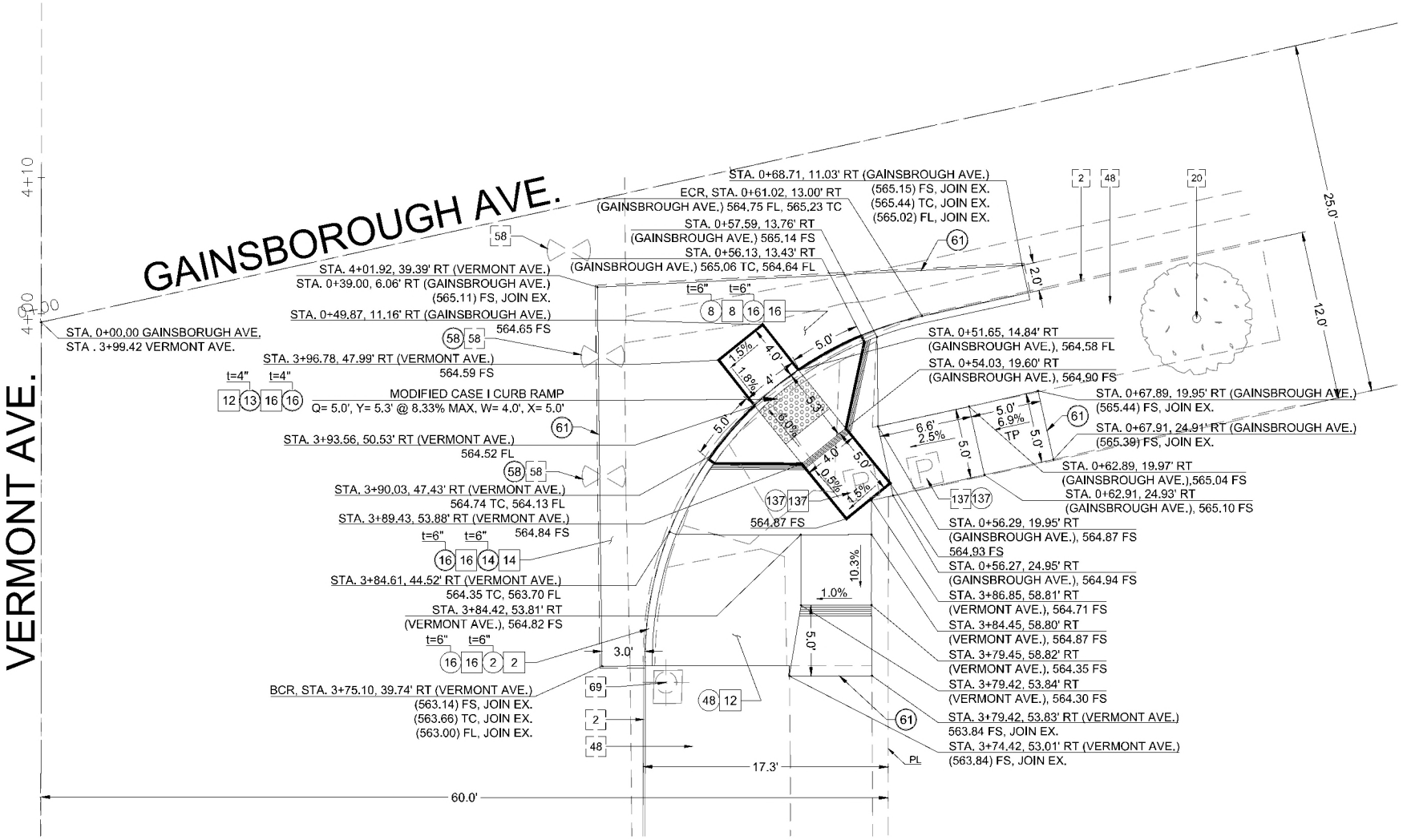
INDEX NO.

CITY OF LOS ANGELES
CITY ENGINEER
TED ALLEN, P.E.

	DESIGN GROUP	DATE:
ENGINEER:	DAN A. LAZO, P.E.	3/12/24
DESIGNED BY:	DAN A. LAZO, P.E.	3/12/24
DRAWN BY:	OSCAR GARCIA	3/12/24
CHECKED BY:	DAVID NGUYEN, P.E.	3/12/2024
APPROVED BY:	CARLOS CUEVA, P.E.	

WORK ORDER NO.

SHEET NAME
G100
SHEET 1 OF 3 SHEETS



PLAN - CURB RAMP AT SE CORNER OF VERMONT AVE AND GAINSBOROUGH AVE

SCALE : 1" = 5'-0"

GRAPHIC SCALE : 1" = 5'

CONSTRUCTION SYMBOLS

- CONSTRUCT
- EXISTING
- REMOVE
- REMODEL EXISTING
- REMOVE & CONSTRUCT
- WORK BY OTHERS

CONSTRUCTION NOTES

NO.	DESCRIPTION	STANDARD PLAN
2	TYPE C CONCRETE CURB AND GUTTER (a=2', b=0.5')	S-410-2
8	CONCRETE PAVEMENT (AS NOTED)	S-430-1
10	CONCRETE DRIVEWAY (AS NOTED)	S-440-4
12	CONCRETE WALK (t=4")	S-444-0
13	CURB RAMP (CASE PER PLAN)	S-442-6
14	ASPHALT CONCRETE PAVEMENT (AS NOTED)	
16	CRUSHED MISC. BASE MATERIAL (AS NOTED)	
20	TREE	
24	TREE ROOTS AND CANOPY PRUNING	
46	WATER METER	
47	STREET SIGN	
48	PARKWAY	
55	PRIVATE PROPERTY WALKWAY	
58	GAS VALVE (ADJUST TO GRADE)	
59	UTILITY BOX/VAULT (GAS CO.)	
61	SAWCUT AND JOIN	
69	STREET LIGHT	
137	JUNCTION BOX	

STANDARD SYMBOLS & LEGENDS

- LIGHT STANDARD
- SEWER MAINTENANCE HOLE
- STREET LIGHTING PULLBOX
- SIGN
- WATER METER
- GAS METER
- GUY WIRE
- WATER VALVE
- TREE- SIZE IN INCHES
- PROPOSED
- EXISTING
- CENTER LINE
- PROPERTY LINE

ABBREVIATIONS

BCR	BEGIN CURB RADIUS
BW	BACK OF WALK
CF	CURB FACE
CL	CENTER LINE
ECR	END CURB RADIUS
EG	EDGE OF GUTTER
EX	EXISTING
FL	FLOW LINE
FS	FINISH SURFACE
PIP	PROTECT IN PLACE
PL	PROPERTY LINE
R	RADIUS
STA	STATION
t	THICKNESS
TC	TOP OF CURB
TP	TRANSITION PANEL

ENGINEERING
CITY OF LOS ANGELES

AS BUILT STAMP

BUREAU OF ENGINEERING
DEPARTMENT OF PUBLIC WORKS
CITY OF LOS ANGELES

VERTICAL CONTROL: BM 12-22498 (1060 MSL NAVD 1988)
HORIZONTAL CONTROL: CSRS 163-197-13 & CSRS 1903-403

PROJECT TITLE: SIDEWALK REPAIR PROGRAM - PACKAGE NO.
PROJECT SITE # - COUNCIL DISTRICT: SITE 5453 - LOZ FELIZ BLVD & N VERMONT AVE
ADDRESS: LOZ FELIZ BLVD & N VERMONT AVE, LOS ANGELES, CA 90027

NO.	REVISIONS:	DATE	BY

CIP NO.

INDEX NO.

CITY ENGINEER: TED ALLEN, P.E.

	DESIGN GROUP	DATE
ENGINEER:	DAN A. LAZO, P.E.	3/12/24
DESIGNED BY:	DAN A. LAZO, P.E.	3/12/24
DRAWN BY:	OSCAR GARCIA	3/12/24
CHECKED BY:	DAVID NGUYEN, P.E.	3/12/2024
APPROVED BY:	CARLOS CUEVA, P.E.	

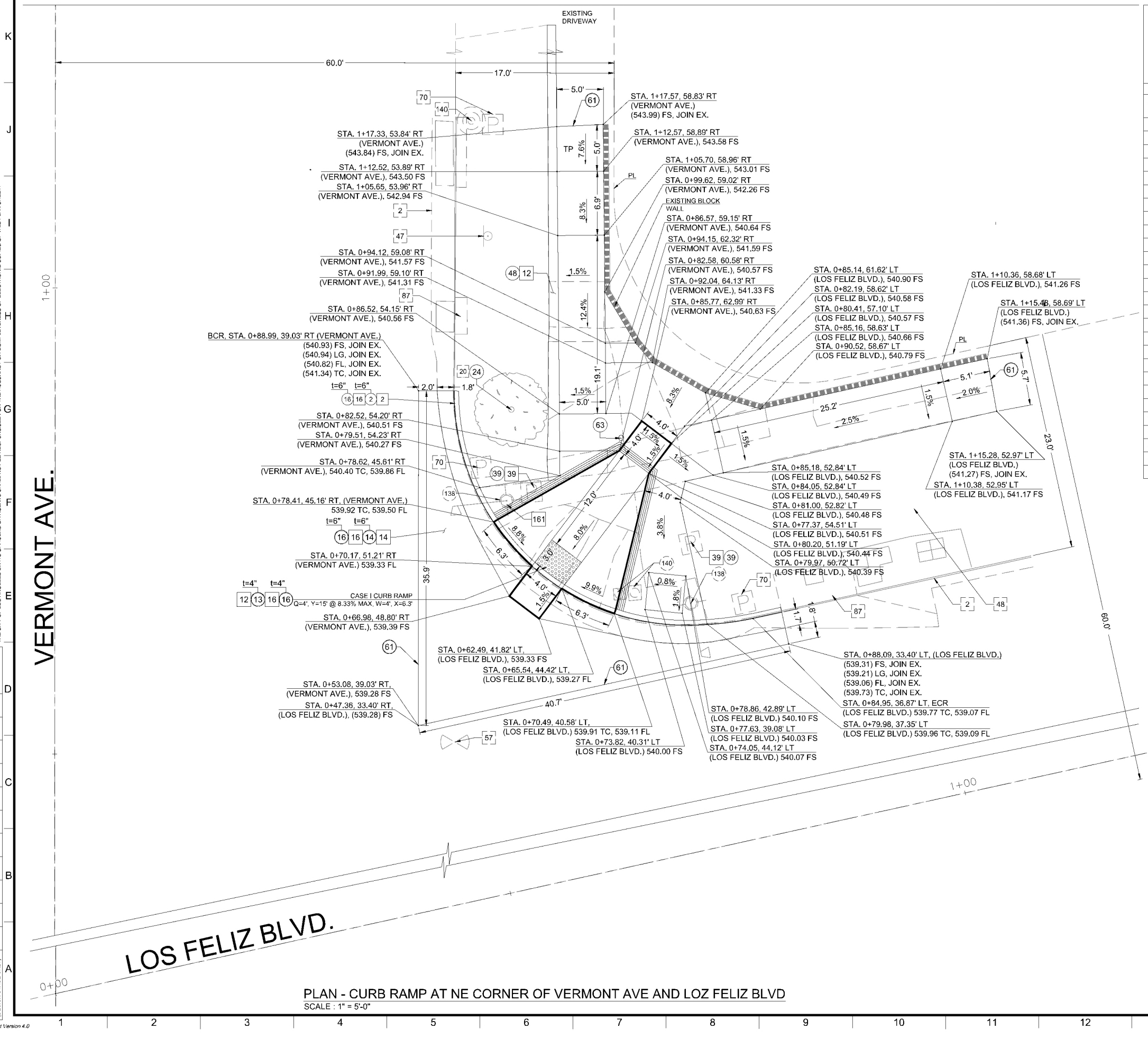
WORK ORDER NO.

SHEET NAME
C101
SHEET 2 OF 3 SHEETS

REVISION DATES (DESIGN STAGE ONLY)

Sheet Version 4.0

THE CITY OF LOS ANGELES OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF ELECTRONIC COPIES OF THIS PLAN SHEET.



PLAN - CURB RAMP AT NE CORNER OF VERMONT AVE AND LOZ FELIZ BLVD

SCALE : 1" = 5'-0"

CONSTRUCTION SYMBOLS

- CONSTRUCT
- EXISTING
- REMOVE
- REMODEL EXISTING
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CONSTRUCTION NOTES

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39	TRAFFIC SIGNAL PULL BOX	
46	WATER METER	
47	STREET SIGN	
48	PARKWAY	
55	PRIVATE PROPERTY WALKWAY	
57	WATER VALVE	
58	GAS VALVE	
59	UTILITY BOX/VAULT (GAS CO.)	
61	SAWCUT AND JOIN	S-444-0
63	TYPE 7 POLE WITH APS PUSHBUTTON	
69	STREET LIGHT	
70	ELECTRICAL PULL BOX	
87	CATCH BASIN	
137	JUNCTION BOX	
138	TRAFFIC SIGNAL (COORDINATE WITH LADOT)	
139	POWER POLE	
140	VENT	
161	APS PUSHBUTTON	

STANDARD SYMBOLS & LEGENDS

- LIGHT STANDARD
- SEWER MAINTENANCE HOLE
- STREET LIGHTING PULLBOX
- SIGN
- WATER METER
- GAS METER
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STA	STATION
t	THICKNESS
TC	TOP OF CURB
TP	TRANSITION PANEL

N

5 0 5 10

GRAPHIC SCALE : 1" = 5'

ENGINEERING
CITY OF LOS ANGELES
SWD

• AS BUILT STAMP •

DEPARTMENT OF PUBLIC WORKS
BUREAU OF ENGINEERING
VERTICAL CONTROL: BM 12-22498 (2000 ADJ., NAVD 1988)
HORIZONTAL CONTROL: CERS 1539-19-113 & CERS 1603-43

PROJECT TITLE: SIDEWALK REPAIR PROGRAM - PACKAGE NO.
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ADDRESS: LOZ FELIZ BLVD & N VERMONT AVE, LOS ANGELES, CA 90027

NO.	REVISIONS:	DATE:	BY:

INDEX NO.

CITY OF LOS ANGELES
TED ALLEN, P.E.
CITY ENGINEER

DESIGN GROUP		DATE:
ENGINEER:	DAN A. LAZO, P.E.	3/12/24
DESIGNED BY:	DAN A. LAZO, P.E.	3/12/24
DRAWN BY:	OSCAR GARCIA	3/12/24
CHECKED BY:	DAVID NGUYEN, P.E.	3/12/2024
APPROVED BY:	CARLOS CUEVA, P.E.	

WORK ORDER NO.

SHEET NAME
C102
SHEET 3 OF 3 SHEETS

CIP NO.

REVISION DATES (DESIGN STAGE ONLY)

Sheet Version 4.0

THE CITY OF LOS ANGELES OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF ELECTRONIC COPIES OF THIS PLAN SHEET.

ATTACHMENT U

BUREAU OF ENGINEERING

EXECUTIVE DIRECTIVE 35 EQUITABLE ACCESS TO CONTRACTING OPPORTUNITIES

City of Los Angeles
California

Department of Public Works
Bureau of Engineering

Executive Directive 35: Equitable Access to Contracting Opportunities

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

CONTRACT WITH ALL APPENDICES

BETWEEN

THE CITY OF LOS ANGELES

AND

FOR THE

RAPID PEDESTRIAN FACILITY REPAIR PROGRAM

CONTRACT SERIAL NO. 1 (RPFRP1)

CITY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
BUREAU OF ENGINEERING
SIDEWALK COMPLIANCE DIVISION

ENGINEERING
CITY OF LOS ANGELES

SWD

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This Rapid Pedestrian Facility Repair Program Contract, hereinafter referred to as the "CONTRACT" is made and entered into by and between the **CITY OF LOS ANGELES**, hereinafter referred to as the “CITY”, a municipal corporation acting by order of and through its Board of Public Works, hereinafter referred to as the "BOARD”, and **CONTRACTOR’S NAME**, hereinafter referred to as the “CONTRACTOR”.

WITNESSETH:

Whereas, the failure of pedestrian facilities can introduce barrier to equal access, jeopardize public health and safety, and increase liability for the City and adjacent Property owner; and

Whereas, certain expedited repair work beyond the capability of the CITY’S maintenance forces must be performed by private Contractors; and

Whereas, the BOARD of the CITY has declared that the installation, repair, remediation, construction, design, inspection, monitoring and support costs to CITY pedestrian facilities under the Settlement Agreement (Case No. CV 10-05782 CBM (RZx) is of urgent necessity, and the Council and the Mayor have approved the same, so that this CONTRACT may be made to facilitate the expeditious repair of damaged pedestrian facilities to ensure public safety; and

Whereas, the BOARD authorized the City Engineer of the Bureau of Engineering or his designated representative, hereinafter referred to as the “ENGINEER” to advertise a Request for Qualifications, hereinafter referred to as the "RFQ", for urgent necessity pedestrian facilities repairs and to conduct a pre-qualification evaluation in order to establish a list of pre-qualified Contractors to perform such and repairs; and

Whereas, this CONTRACT is one of five (5) identical CONTRACTS with the five (5) qualified Contractors, who were also the five lowest, responsible, and responsive bidders when qualified and selected for the "Rapid Pedestrian Facility Repair Program Pre-Qualified Contractors List", hereinafter referred to as the “LIST”, each executed on its respective last page; and

Now, therefore, in consideration of the promises, and of the terms and conditions hereinafter set forth, the parties agree as follows:

ARTICLE 1 – CONSTRUCTION OF PROVISIONS AND TITLES HEREIN

All titles, subtitles, or headings in this CONTRACT have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this CONTRACT shall be construed according to its fair meaning and not strictly for or against the CITY or CONTRACTOR. The word "CONTRACTOR" herein this CONTRACT includes the party or parties identified in the Contract. The singular shall include the plural; if there is more than one CONTRACTOR herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

The number of original texts of this CONTRACT shall be equal to the number of the parties hereto, one text being retained by each party. At the CITY's option, one or more additional original texts of this CONTRACT may also be retained by the CITY.

ARTICLE 2 - DEFINITIONS

Definitions in Section 00100 of the General Conditions, hereinafter referred to as the "GC" are used in this CONTRACT; each shall have the meaning set forth therein. In addition, the following definitions shall apply:

RAPID PEDESTRIAN FACILITY REPAIR PROGRAM PRE-QUALIFIED CONTRACTORS LIST (LIST)**:** The LIST of pre-qualified urgent necessity pedestrian facilities Contractors.

CONSTRUCTION ORDER: A document issued to authorize work assignments and method of payment.

BID EVALUATION WORKBOOK: An excel workbook which consists of a sample composite scope of work for bid evaluation purposes based on historical sidewalk repair and rehabilitation work executed under the CONTRACT and based on the ENGINEER'S experience.

ARTICLE 3 - TERM OF THE CONTRACT

Unless otherwise provided, this CONTRACT shall take effect when all of the following events have occurred:

A. This CONTRACT has been signed on behalf of CONTRACTOR by the person or persons authorized to bind CONTRACTOR hereto;

B. This CONTRACT has been approved by the City Council or by the BOARD, officer or employee authorized to give such approval;

C. The Office of the City Attorney has indicated in writing its approval of this CONTRACT as to form; and

D. This CONTRACT has been signed on behalf of the CITY by the person designated by the City Council, or by the BOARD, officer or employee authorized to enter into this CONTRACT.

This CONTRACT, signed by the parties on the dates inscribed below, shall be effective and shall remain in force for a term of three (3) years from the date that the CONTRACT is fully executed, unless terminated sooner in accordance with Articles 6 and Article 33 herein.

ARTICLE 4 - PARTNERING

Partnering between the CITY and the CONTRACTOR will be utilized during this CONTRACT. Partnering will create a framework for conflict resolution, improved communications, avoidance of litigation, and cost containment. The CITY and the

CONTRACTOR will jointly develop an Issue Resolution Ladder to establish a communication protocol to be utilized in elevating issues to achieve resolution in a timely manner. Partnering is intended to establish an environment of cooperation between the parties and will not affect the terms of this CONTRACT. The ENGINEER may request partnering sessions for individual projects, as deemed necessary by the ENGINEER. Attendance at all partnering sessions is mandatory; non-attendance will be considered the same as a rejection of an offer of work pursuant to Article 6.

ARTICLE 5 - APPLICABILITY

This CONTRACT shall be applicable to the repair, replacement, installation and/or design of damaged pedestrian facilities within the City of Los Angeles, in the case that the repairs are required in an expeditious manner as determined by the CITY. Such repair or replacement work may include portions of sidewalk, curb ramps, crosswalks, and may further include additional repairs to driveways, curbs, gutters, and streets (as needed to complete sidewalk repairs). Associated auxiliary work with also be required, including but not limited to tree removal, tree treatments, utility relocations, and temporary/permanent traffic control.

ARTICLE 6 - ASSIGNMENT OF WORK

6.1 The BOARD, at its sole discretion, shall determine whether to assign repair or replacement work to the CONTRACTOR under this CONTRACT. In addition, the BOARD may, at its sole discretion, delegate the authority to make such a decision to the ENGINEER under guidelines established by the BOARD.

6.2 Except as delineated in Article 6.5, Contractors “active” on the LIST will be offered work on a lowest Quantity Take Off, hereinafter referred to as the 'QTO", estimate basis. As CITY pedestrian facilities are located and identified as requiring urgent necessity design, remediation, installation, removal or repair, and when the BOARD or its designated representative elects to assign work under this CONTRACT, the ENGINEER will utilize each of the Contractors’ bid item prices to prepare an estimate. The Contractor with the lowest QTO estimate will be

offered the work specified in the construction order. Each construction order will consist of one location, unless otherwise specified by the ENGINEER. The ENGINEER may elect to offer the work to another Contractor on the LIST, other than the lowest bidder, as outlined in General Requirements, hereinafter referred to as the "GR", Section 01112. The Contractor will be informed of the facility location, the known damage, the potential repair work, the name of the engineer and contact information.

6.3 A Contractor is considered “active” on the LIST when all necessary bonds and insurance documents are up to date and on file with the BOARD and the current labor and equipment rates are on file with the ENGINEER. If all necessary bonds and insurance documents are not up to date with the BOARD or if the current labor and equipment rates are not on file with the ENGINEER, the Contractor will be considered to be inactive on the LIST. Work offers will not be made until the necessary documents are on file.

6.4 The ENGINEER is responsible for preparing the construction order, which includes a QTO estimate of all anticipated scope of construction work. The ENGINEER will prepare the QTO estimate (projected costs) using each respective Contractor’s as-bid unit prices. The construction order shall be offered to the Contractor with the lowest QTO estimate. A pre-construction site visit by the Contractor is mandatory for each construction order issued by the ENGINEER before mobilization. A pre-construction site visit includes but is not limited to 1) visiting the job site and 2) verifying field conditions including but not limited to site access, location of the repair, length and extents of repair specified in the construction order. The Contractor must notify the ENGINEER of any discrepancies or changes prior to mobilization.

6.5 Should the ENGINEER determine that some or all of the as-bid unit prices do not apply to the scope of work of a construction order, the ENGINEER will issue a “request for lump sum cost proposal” to all Rapid Pedestrian Facility Repair

Program Contractors for the portion of the work that is determined that as-bid unit prices do not apply. The request for a lump sum cost proposal shall include a detailed description of the scope of work. Unless otherwise exempted by the ENGINEER, a pre-job walk by the Contractors is required before a lump sum cost-proposal is submitted to the ENGINEER. The Contractors shall submit to the ENGINEER a lump sum cost- proposal within ten (10) business days from the date of the request, or as otherwise specified by the ENGINEER. Failure by a Contractor to submit a cost proposal within 10 business days from the date of the request or as otherwise specified by the ENGINEER, may be considered a rejection of work. All lump sum cost proposals will include the total cost of the work, including the allowable markups, bond and insurance, per GR Section 01254. The Contractor with the lowest total project cost (as-bid unit prices plus lump-sum cost proposal) may be selected and issued a construction order for the work. A pre-construction site visit by the Contractor is mandatory for each construction order issued by the ENGINEER before mobilization.

6.6 If the Contractor with the lowest projected cost for new work (utilizing any of the options outlined in this CONTRACT) already has **three (3)** or more active construction orders, has projects that are more than **three (3)** months active without an extension granted by the ENGINEER, or for other reasons as determined by the ENGINEER, then the ENGINEER has the option of issuing the next construction order to a Contractor with a higher projected cost. A construction order is considered “active” starting from the date the construction order is issued. The construction order is considered “not active” when the Statement of Completion is issued per GC Section 00407.

6.7 If a construction order is turned down by or not mobilized to by the Contractor within three (3) months or a timeframe specified by the ENGINEER, this shall be considered a rejection of work and the construction order may be re-issued to a different Contractor. A count of rejected work shall be recorded and used to evaluate the Contractor on the next CONTRACT.

6.8 Although a Contractor may reject any offer of work, three (3) such rejections during the term of this CONTRACT may be cause for removal from the LIST and termination of the CONTRACT.

6.9 If the Contractor stops work for any reason not acceptable to the CITY, the Contractor shall be demobilized and this shall be counted as a work rejection. The ENGINEER shall reassign the work to the next available Contractor.

6.10 If none of the Contractors on the list can begin work within the required time period, the CITY, at its sole discretion, may retain another firm to perform the work.

6.11 During the life of the CONTRACT, the number of Contractors on the LIST may change based on the number of Contractors having been inactivated.

6.12 This CONTRACT shall in no way limit the authority of the Department of Public Works to install, repair, remediate, construct, design, inspect, monitor and support costs to CITY pedestrian facilities under the Settlement Agreement using CITY personnel and equipment or alternate contracts.

ARTICLE 7 - EXPEDITED RESPONSE

The CONTRACTOR must proceed with construction orders in the order in which they are issued or as required by the ENGINEER. If a construction order is issued with a "High Priority" designation, then the CONTRACTOR must start work within fifteen (15) calendar days of issuance of the construction order, or as required by the ENGINEER. All issued construction orders are subject to reprioritization and/or redesignation by the ENGINEER on an as-needed basis. Failure to start work as described above, or within the time required by the ENGINEER may be considered a rejection of work and the CONTRACTOR may be demobilized. The ENGINEER at their own discretion may elect to offer the work to another Contractor on the LIST.

ARTICLE 8 - WORK SCOPE AND SPECIFICATIONS

8.1 All work will be described in a construction order, a revised construction order or a Change Order.

8.2 A construction order issued by the ENGINEER will state the work location, the initial scope of work, method of payment, projected cost estimate and other pertinent notifications. The CONTRACTOR shall perform the work in accordance with the plans and specifications. In the absence of plans and specifications, the CONTRACTOR will perform the work in accordance with the ENGINEER'S instructions. If the scope of work, cost, and/or method of payment changes, a revised construction order and/or a change order will be issued.

8.3 If the construction authority for a construction order, revised construction order or Change Order exceeds $600,000, the CONTRACTOR is required to increase the amount of their payment bond to cover the value of the work. The CONTRACTOR shall not be able to work until said payment bond has been increased and approved by the CITY.

8.4 Construction orders will typically initiate the work under a QTO basis, and will not be considered "change order" work.

8.5 All construction orders or revised construction orders issued are not "Extra Work" for purposes of payment.

8.6 Work assignments will typically consist of one to four work locations per each construction order. At the discretion of the ENGINEER, adjacent work may be added.

8.7 The CITY reserves the right to review and approve the CONTRACTOR'S work force and equipment requirements for each construction order.

8.8 The CONTRACTOR is responsible for tracking Time and Material (T&M) costs in compliance with GR Section 01254. Inaccurate and/or fraudulent T&M charges and/or billings may result in the CONTRACTOR'S removal from the LIST and termination of this CONTRACT. The CITY, at its sole discretion, may make the determination that T&M charges and/or billings are inaccurate and/or fraudulent.

8.9 The CONTRACTOR, on receiving a work assignment through a construction order, shall provide all labor, material, equipment, and services, including any professional technical and specialty services, which may be required to perform the Rapid Pedestrian Facility Repair Program work.

8.10 If there are changes in the course of performing the work, they may be paid by a change order through T&M, and/or bid item quantity adjustments, and/or agreed price, or by a revised construction order and QTO estimate.

8.11 All work shall be performed under the direction of and shall be strictly in accordance with instructions from the ENGINEER. All work shall be inspected and accepted by the Inspector hereinafter referred to as the "INSPECTOR".

8.12 All work shall be subject to acceptance by the BOARD.

8.13 Unless otherwise indicated by the ENGINEER, all work shall be done in accordance with the latest edition of the following:

A. CITY Building and Safety Codes.

B. Parts 2 through 6 of the "Standard Specifications for Public Works Construction" (Green Book), and any supplements thereto, published by "Building News, Inc.", as last amended by the CITY'S "Brown Book".

C. Bureau of Engineering standard plans.

D. 2010 Americans with Disabilities Act (ADA) Standards for Accessible

Design.

E. Bureau of Engineering's Master GC and Master GR.

F. For work bid off the LIST, the specifications will be the Bureau of Engineering's Master GC and Master GR, as last revised at least 30 days prior to issuance of the advertise for bids notification. For the Master Specifications Library refer to http://boe.lacity.org/bms/menu.cfm

G. The CITY'S Department of Public Works Policy for T&M Work, included as an appendix to this CONTRACT and GR Section 01254.

8.14 The CONTRACTOR is required to cooperate with the ENGINEER in the utilization of any online internet applications to process various aspects of the administrative tasks of this CONTRACT.

ARTICLE 9 - COMPENSATION

9.1 Except as delineated hereunder, the CITY will compensate the CONTRACTOR for performing Rapid Pedestrian Facility Repair Program work issued through a construction order under this CONTRACT based on the provisions of the Master General Requirements referenced in Article 8 herein, provided that:

A. All compensation for work based on time and materials shall be in accordance with the T&M Policy and GR Section 01254, and;

B. In the event of a conflict between the provisions of the GRs and the provisions of the T&M Policy, the provisions of the T&M Policy shall take precedence over the GRs.

9.2 The labor rates used to price the Change Order Work shall be those listed on the Bureau of Engineering's website at http://eng.lacity.org/contractors/. The Engineer may approve a higher markup for insurance by review of current invoice(s) of insurance premium, as prepared by insurance companies for the CONTRACTOR or its subcontractors at all tiers, to be submitted by the CONTRACTOR within ten (10) working days after attestation of this CONTRACT.

Refer to GR Section 01254, 1.1 B.1 for more details.

9.3 Equipment rates for owned equipment or equipment provided in other than arm's length transactions shall not exceed the total hourly costs as set forth in the Caltrans "Labor Surcharge and Equipment Rental Rates" effective at the time the T&M Change Order Work is performed. (The Caltrans equipment rental rates are available on the internet at https://www.dot.ca.gov/programs/construction/equipment-rental-rates-and-labor-surcharge). In the event that a piece of equipment used on a Change Order is not listed in Caltrans or the Blue Book, costs may be derived from the Associated General Contractor's of America Equipment Ownership Guide, the Associated Equipment Dealers Guide, or the Equipment Rate Guide published by the U.S. Army Corps of Engineers as adjusted appropriately for the type of work and use and the regional area of the work under this CONTRACT. For rented equipment, please review GR Section 01254 1.1 G.1.

9.4 The CONTRACTOR and all subcontractors performing work under this CONTRACT are to comply with all provisions of the State's Prevailing Wage Requirements. The CITY'S Labor Compliance Manual is included in the Appendices to serve as a guide and is not intended to supersede the requirements as stated in the California Labor Code.

9.5 Work performed in absence of, or contrary to, the ENGINEER'S instructions and consent will not be compensated.

ARTICLE 10 - PAYMENT REQUESTS

10.1 Payment requests shall be submitted in accordance with GR Section 01292: "Payments". The CONTRACTOR shall submit to the INSPECTOR, on a monthly basis, a detailed legible payment request, stating therein the specific work completed and detailing all costs for labor, materials, and equipment as approved by the INSPECTOR. The payment request shall include copies of the construction order(s) and any associated fully-executed change order(s) substantiating the

work completed. Two copies of the payment request shall be provided to the INSPECTOR.

10.2 Payment Requests containing T&M sheets are to be submitted in a format in compliance with the CITY'S T&M Policy (included as an Appendix to this CONTRACT) and in accordance with GR Section 01254 C including, but not limited to the Bureau of Contract Administration, hereinafter referred to as "BCA", T&M sheets signed by the INSPECTOR, legible original invoices, and/or other backup documentation substantiating costs. A separate T&M Form is required for labor, equipment, material, and subcontractors. The equipment listed on the T&M form shall include the name, model, type of equipment, size of equipment, Caltrans code, appurtenances, and only the number of hours worked on T&M work. Information required on the Labor form shall include name of personnel, personnel Department of Industrial (DIR) labor classification, and only the number of hours worked on T&M work for the day being reported.

10.3 Payment for the CONTRACTOR'S payment requests will be based on the CONTRACT's bid items, stipulated unit prices, and approved labor and equipment rates that were in effect at the actual time of construction.

10.4 Payment for bid item work will be based on the CONTRACTOR'S unit prices, submitted in the Statement of Qualifications.

10.5 CONTRACTOR payment requests which are incomplete and/or not utilizing the procedure as described above shall be returned for correction and to be resubmitted.

10.6 All payment requests are to include a cost breakdown and summary of work for each construction order. Record drawings (As-Builts) of the completed work shall be included with the payment request. Payment requests not containing this information will be returned for correction and to be resubmitted.

10.7 Payment requests shall be submitted to the following address:

Bureau of Contract Administration
1149 S. Broadway St., 3rd Floor
Los Angeles, California 90015-2213
Attention: Chief Construction Inspector
Reference: Work Order No._____, Billing No. ___

ARTICLE 11 - FINAL INSPECTION/ACCEPTANCE

Final inspection and acceptance of work performed under this CONTRACT will be in accordance with the GC Section 00407, the GR Section 01452, and the following:

11.1 Final Inspection must be requested by the CONTRACTOR to BCA within three (3) working days of completion of field work. If the CONTRACTOR fails to request final inspection within the required time herein, CONTRACTOR's final invoice will not be processed for the respective construction order until this has been corrected. Repeated failures to request for final inspection within the required time herein may be cause for BCA to issue a Job Memorandum or Notice of Non-compliance to the CONTRACTOR.

11.2 Upon completion of all punch list items, the BCA final inspector will establish a date of final field acceptance and issue a statement of completion for the respective construction order.

ARTICLE 12 - SUBCONTRACTOR APPROVAL

12.1 Unless otherwise specified herein, subcontractors performing work under this CONTRACT shall be approved by the BCA in accordance with the GC Section 00311.

12.2 The CONTRACTOR shall verify that all subcontractors possess a valid and

appropriate California contractor's license and all necessary certifications and CITY Business Tax Registration Certificate prior to performing any work under this CONTRACT.

12.3 Based on independent verification of the information required in Article 9, the BCA will approve all subcontractors prior to approval of payment for completed work.

12.4 Failure to make timely and complete payments to all subcontractors, bid-listed and/or approved, will result in a penalty of no more than 10 percent of the final subcontract amount and possible sanctions, including removal from the LIST.

12.5 The CONTRACTOR must submit a Final Subcontracting Report to the BCA, Office of Contract Compliance, Subcontractor Outreach and Enforcement Section, within fifteen (15) calendar days after issuance of the Statement of Completion by the BCA. Failure to comply will result in the assessment of liquidated damages in the amount of $100 per day by the BOARD.

12.6 Any reduction, increase, or other change to any bid-listed or approved subcontract amount without prior approval of the INSPECTOR is considered an unauthorized subcontractor substitution and is subject to a penalty of ten (10) percent of the subcontract amount, whether bid-listed or not. A subcontract dollar value increased or reduced as the result of a change order issued by the ENGINEER to add or delete from the original scope of work shall not be subject to a penalty for an unauthorized subcontract substitution.

12.7 If CITY permits the use of subcontractors, CONTRACTOR shall remain responsible for performing all aspects of this CONTRACT and paying all subcontractors. CITY has the right to approve CONTRACTOR'S subcontractors, and CITY reserves the right to request replacement of any subcontractor. CITY does not have any obligation to pay CONTRACTOR'S subcontractors, and nothing herein creates any privity of contract between CITY and any subcontractor.

12.8 Substitution of any subcontractor requires approval from the BOARD.

ARTICLE 13 - PREVAILING WAGES AND CERTIFIED PAYROLL

13.1 The CONTRACTOR shall comply with all provisions of the Labor Code of the State of California relating to Public Works wages, and in specific, with those requiring the CONTRACTOR: (1) to pay not less than the "General Prevailing Wage Rates" to all workers employed during the work, and (2) to post a copy of the "General Prevailing Wage Rate" at the job-site, in a conspicuous place available to all employees and applicants for employment.

13.2 The "General Prevailing Wage Rates" shall be the rates determined by the Director of the Department of Industrial Relations of the State of California. Copies of said rates can be obtained by calling the Office of Contract Compliance at (213) 847- 1922. CONTRACTOR can also obtain information regarding prevailing wage rates from the Division of Labor Statistics and Research, Prevailing Wage Unit, P.O. Box 42063, San Francisco, CA 94142-0603, phone number (415) 703-4780.

13.3 The CONTRACTOR and the CONTRACTOR'S subcontractors shall pay the full amount due at the time of payment computed at wage rates not less than those contained in the wage determination division applicable to the work regardless of any Contractor relationship which may be alleged to exist between the CONTRACTOR and such subcontractor.

13.4 CONTRACTOR will be required to submit weekly certified payrolls utilizing the Online Certified Payroll System, hereinafter referred to as OCPS. Progress payments may be delayed upon the CONTRACTOR'S failure to submit and certify the certified payrolls in OCPS. If subcontractors are utilized, it is incumbent upon the CONTRACTOR to ensure that the subcontractor's certified payroll records have been submitted.

Failure of the CONTRACTOR and its subcontractors to submit timely payrolls

utilizing the OCPS may result in the deactivation of the CONTRACTOR from the LIST.

ARTICLE 14 - BONDING REQUIREMENTS

14.1 Unless otherwise specified herein, bonding requirements under this CONTRACT shall comply with the GC Section 00317, as set forth in the Appendix, and as last revised no less than 30 days prior to issuance of a construction order under which work is to be performed.

14.2 Prior to the BOARD'S execution of this CONTRACT, the CONTRACTOR shall file and maintain with the CITY, a current "Payment Bond" (Material and Labor Bond) for the term of this CONTRACT in the principal amount of $600,000 to guarantee payment of material and labor charges, and which meets the requirements of Sections 3247 through 3252 of the California Civil Code and related sections. The CITY reserves the right to request additional payment bond as dictated by the circumstances of the work. The CITY will compensate the CONTRACTOR for said bonding in accordance with the terms and conditions of this CONTRACT. The above bonding requirements shall be fulfilled and maintained for the CONTRACTOR to have active status on the LIST.

14.3 All bonds, which may be required hereunder, shall conform to City requirements established by Charter, ordinance, or policy and shall be filed with the Office of the City Administrative Officer, Risk Management, for its review in accordance with Los Angeles Administrative Code Sections 11.47 through 11.56.

ARTICLE 15 - INSURANCE REQUIREMENTS

15.1 Except as otherwise specified herein, insurance requirements under this CONTRACT shall comply with the GC Section 00317, as set forth in the Appendix, and as last revised no less than 30 days prior to issuance of a construction order under which work is to be performed.

15.2 Prior to the BOARD'S execution of this CONTRACT, the CONTRACTOR shall file with the CITY, in a form satisfactory to the City Risk Manager in the Office of the City Administrative Officer, evidence of the insurance listed in Article 15.3 to 15.6 (Appendix XI).

15.3 General Liability Insurance in an amount not less than $1 million per occurrence, combined single limit. Additional coverage will be required on certain specific projects.

15.4 Workers' Compensation/Employer's Liability Insurance with limits not less than Statutory limit/$1 million respectively.

15.5 Automobile Insurance in an amount not less than $1 million per occurrence, combined single limit. Additional coverage may be required on certain specific projects.

ARTICLE 16 – INDEMNIFICATION

Except for the active negligence or willful misconduct of the CITY, or any of its boards, officers, agents, employees, assigns and successors in interest, CONTRACTOR undertakes and agrees to defend, indemnify and hold harmless the CITY and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including CONTRACTOR'S employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this CONTRACT by CONTRACTOR or its subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. Rights and remedies available to the CITY under this provision are cumulative

of those provided for elsewhere in this CONTRACT and those allowed under the laws of the United States, the State of California, and the CITY. The provisions of this Article shall survive expiration or termination of this CONTRACT.

ARTICLE 17 - LOS ANGELES CITY BUSINESS TAX REGISTRATION

If applicable, CONTRACTOR represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the CITY'S Business Tax Ordinance, Section 21.00 *et seq*. of the Los Angeles Municipal Code ("LAMC"). For the term covered by this CONTRACT, CONTRACTOR shall maintain, or obtain as necessary, all such Certificates required of it under the Business Tax Ordinance, and shall not allow any such Certificate to be revoked or suspended.

ARTICLE 18 - DRUG AND ALCOHOL TESTING

18.1 The Federal Department of Transportation (DOT) regulations require drug and alcohol testing of CITY contracted personnel who must maintain a commercial driver's license. Effective January 1, 1995, Contractors are required to comply with the DOT mandate (i.e. Federal Motor Carrier Safety Regulations, Parts 382, et al). The CONTRACTOR shall comply with, but not be limited to, the following provisions:

A. Education and training in accordance with Code of Federal Regulations, hereinafter referred to as CFR, 382.

B. Arrange for random testing and the other required procedures of CFR 382.

C. Allow the CITY to access and audit the CONTRACTOR'S property and records relating to random drug/alcohol testing.

D. Provide the CITY with the documentation verifying compliance with the DOT regulations.

ARTICLE 19 - EXCUSABLE DELAYS

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this CONTRACT, if the failure arises out of fires, floods, earthquakes,

epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of the party's subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a subcontractor of CONTRACTOR shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both CONTRACTOR and subcontractor, and without any fault or negligence of either of them. In such case, CONTRACTOR shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit CONTRACTOR to perform timely. As used in this CONTRACT, the term "subcontractor" and "subcontractors" mean a subcontractor at any tier.

In the event CONTRACTOR'S delay or failure to perform arises out of a Force Majeure Event, CONTRACTOR agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

ARTICLE 20 - CHILD SUPPORT ASSIGNMENT ORDERS

This CONTRACT is subject to the Child Support Assignment Orders Ordinance, Los Angeles Administrative Code "LAAC" Section 10.10, as amended from time to time. Pursuant to the Child Support Assignment Orders Ordinance, CONTRACTOR will fully comply with all applicable State and Federal employment reporting requirements for CONTRACTOR'S employees. CONTRACTOR shall also certify (1) that the Principal Owner(s) of CONTRACTOR are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (2) that CONTRACTOR will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with Section 5230 *et seq*. of the

California Family Code; and (3) that CONTRACTOR will maintain such compliance throughout the term of this CONTRACT.

Pursuant to LAAC Section 10.10(b), the failure of CONTRACTOR to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any Principal Owner(s) of CONTRACTOR to comply with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally, shall constitute a default by the CONTRACTOR under this CONTRACT. Failure of the CONTRACTOR to cure the default within ninety (90) days of notice of such default by the CITY shall subject this CONTRACT to termination.

Any subcontract entered into by CONTRACTOR, to the extent allowed hereunder, shall include a like provision for work to be performed under this CONTRACT. Failure of CONTRACTOR to obtain compliance of its subcontractors shall constitute a default by CONTRACTOR under this CONTRACT. Failure of the CONTRACTOR to cure the default within ninety (90) days of notice of such default by the CITY shall subject this CONTRACT to termination.

ARTICLE 21 - MANDATORY PROVISIONS PERTAINING TO NON-DISCRIMINATION IN EMPLOYMENT

Unless otherwise exempt, this CONTRACT is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

A. CONTRACTOR shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and CITY. In performing this CONTRACT, CONTRACTOR shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability,

domestic partner status, marital status or medical condition.

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

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

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

Any subcontract entered into by CONTRACTOR for work to be performed under this CONTRACT must include an identical provision

ARTICLE 22 - SLAVERY DISCLOSURE ORDINANCE

CONTRACTOR shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 et seq., as amended from time to time. Any subcontract entered into by CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

ARTICLE 23 - CONTRACT SUBMITTALS

23.1 The following documents, submitted, reviewed and approved through the RFQ/SOQ process shall be part of the CONTRACT package:

A. Signature Sheet and Non-Collusion Affidavit Form

B. List of all employees and labor classifications

C. List of all equipment, model number, rating, and Caltrans code

D. Completed Bid Evaluation Workbook

E. Official company name, owner's and manager's names and their titles, and contact information (telephone numbers and email addresses), business address, telephone numbers, and e-mail addresses

F. CONTRACTOR'S License(s) in California, classification(s), and expiration dates

G. Listed Responsible Managing Officer (RMO) for CONTRACTOR'S License(s). Each firm must have a separate RMO.

H. Injury and Illness Prevention Program

I. General Spill Response Plan

J. Division of Safety and Health (DOSH) annual permit

K. CITY Business Tax Registration Certificate

L. Proof of compliance with the USDOT mandate regarding drug and alcohol testing.

M. Bidder Certification CEC Form 50

N. Pledge of Compliance with CRO

O. Iran Contracting Act of 2010 Compliance Affidavit

P. Letter from insurance company

Q. Letter from bonding company

R. Certification of Compliance with Child Support Obligations

S. CRO Questionnaire

T. ADA Certificate of Compliance

U. Subcontractor(s) Substitution Form

23.2 Nothing in this Article shall be construed as waiving the CITY'S right to require additional submittals from the CONTRACTOR based on the

requirements of the work.

ARTICLE 24 - CONTACTS / PROPER ADDRESSES / NOTIFICATION

All notices shall be made in writing and may be given by personal delivery, e-mail, facsimile, or by mail and sent to the designated contact person listed below or successor thereof.

To the ENGINEER:

Contact person: David Ventura, Rapid Pedestrian Facility Repair Program Manager
Telephone No.: (213) 485-1429
E-Mail Address: david.ventura@lacity.org
Fax No: (213) 485-5903
Address: Sidewalk Compliance Division
1149 South Broadway St., 7th Floor
Los Angeles, California 90015-2213
Attention: David Ventura, P.E., Sr. Construction Manager
Rapid Pedestrian Facility Repair Program

To the INSPECTOR:

Contact person: Gilbert Zermeno, Principal Construction Inspector
Telephone No.: (213) 354-1245
E-Mail Address: gilbert.zermeno@lacity.org
Address: Bureau of Contract Administration
1149 South Broadway St., 3rd Floor
Los Angeles, California 90015-2213
Attention: Gilbert Zermeno, Principal Construction Inspector
Sidewalk Program

To the OFFICE OF CONTRACT COMPLIANCE:

Contact person: Lynda Mcglinchey, Program Manager II
Telephone No.: (213) 847-2676

E-Mail Address: lynda.mcglinchey@lacity.org
Fax No: (213) 847-2722
Address: Office of Contract Compliance
Bureau of Contract Administration
1149 S. Broadway St., Suite 300
Los Angeles, California 90015-2213
Attention: Lynda Mcglinchey, Compliance Program Manager II

For APPROVAL OF SUBCONTRACTORS AND PAYMENT PROCESSING:
Contact person: David Miles
Telephone No.: (213) 949-3189
E-mail Address: david.miles@lacity.org
Address: Bureau of Contract Administration
1149 South Broadway St., 3rd Floor
Los Angeles, California 90015-2213
Attention: David Miles, Principal Construction Inspector

To the CONTRACTOR:
Contact Person: CONTRACTOR
Telephone No.: _____
E-Mail Address: _____
Fax No: _____

Address: _____
_____

_____,CA,_____

ARTICLE 25 - ACCESS AND ACCOMMODATIONS

CONTRACTOR represents and certifies that:

A. CONTRACTOR shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 et seq., the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 et seq., the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;

B. CONTRACTOR shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;

C. CONTRACTOR shall provide reasonable accommodation upon request to ensure equal access to CITY-funded programs, services and activities;

D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and

E. The buildings and facilities used to provide services under this CONTRACT are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

CONTRACTOR understands that CITY is relying upon these certifications and representations as a condition to funding this CONTRACT. Any subcontract entered into by CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

ARTICLE 26 - FIRST SOURCE HIRING ORDINANCE

CONTRACTOR shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 et seq., as amended from time to time. Any subcontract entered into by CONTRACTOR for work to be performed under this CONTRACT must include an

identical provision.

ARTICLE 27 - LIVING WAGE ORDINANCE

CONTRACTOR shall comply with the Living Wage Ordinance, LAAC Section 10.37 et seq., as amended from time to time. CONTRACTOR further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

ARTICLE 28 - WORKER RETENTION ORDINANCE

CONTRACTOR shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 et seq., as amended from time to time. Any subcontract entered into by CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

ARTICLE 29 - LOCAL BUSINESS PREFERENCE ORDINANCE

CONTRACTOR shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by CONTRACTOR for work to be performed under this Contract must include an identical provision.

ARTICLE 30 - BREACH

Except for excusable delays as described in Article 19, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth in this CONTRACT, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

ARTICLE 31 – DECLARATIONS

31.1 The CONTRACTOR declares that he/she has read this CONTRACT and has abided by and agrees to the conditions herein and he/she hereby agrees to furnish all materials and do all the work required to complete the work of Rapid Pedestrian Facility Repair Program projects in accordance with each construction order issued. Furthermore, he/she has read and understands Ordinance No. 173677 of the "Determination of Contractor Responsibility Policy" of the City of Los Angeles and he/she understands his/her obligations under this policy as a Rapid Pedestrian Facility Repair Program Contractor.

31.2 The CONTRACTOR declares that his/her CONTRACT is genuine, and not sham or collusive, nor made in the interest or on behalf of any person not herein named, and that he/she has not directly or indirectly induced or solicited any other contractor to put in a sham CONTRACT, or any other person, firm or corporation to refrain from requesting to be part of the CONTRACT, and that he/she has not in any manner sought by collusion to secure for himself/herself an advantage over any other contractor.

31.3 This CONTRACT is expressly made for the benefit of the signatory parties only. It is not the intent of any of the signatory parties to create or discharge any duty, express or implied, to any party other than the signatory parties. Any benefit derived from this CONTRACT by a third party is unintended and incidental to the purpose for which this CONTRACT is made.

31.4 The CONTRACTOR acknowledges that they are bound by the accompanying bond when completed by the surety.

31.5 The CONTRACTOR declares that the CONTRACTOR has read and understands the provisions of the Pollution Control - Sewage Spill Prevention and Response requirements and the Board of Public Works' Zero Spills Policy requirements as contained in this CONTRACT (Appendix XII). When awarded this CONTRACT

the CONTRACTOR agrees to furnish all of the materials, supplies, tools, equipment, labor and other services necessary for the containment and cleanup of any sewage or other pollutant spills or leaks occurring during the performance of this CONTRACT. The CONTRACTOR further agrees to act immediately, without instructions from the ENGINEER or BCA, to contain and cleanup any spill in any way involved with an assigned construction order without concern for who or what caused the spill.

CONTRACTOR and its directors, officers, partners, agents, employees and subcontractors, to the extent allowed hereunder, shall obtain and maintain all licenses, permits, certifications and other documents necessary for CONTRACTOR'S performance hereunder and shall pay any fees required therefore. CONTRACTOR agrees to immediately notify the CITY of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents.

ARTICLE 32 - AMENDMENTS, CHANGES, AND MODIFICATIONS

Amendments, changes, or modifications to the terms of this CONTRACT may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties thereto and approved pursuant to the provisions of Article 3.

ARTICLE 33 - TERMINATION

A. Termination for Convenience

CITY may terminate this CONTRACT for CITY'S convenience at any time by providing CONTRACTOR thirty days written notice. Upon receipt of the notice of termination, CONTRACTOR shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. CITY shall pay CONTRACTOR its reasonable and allowable costs through the effective date of termination and

those reasonable and necessary costs incurred by CONTRACTOR to effect the termination. Thereafter, CONTRACTOR shall have no further claims against CITY under this CONTRACT. All finished and unfinished documents and materials procured for or produced under this CONTRACT, including all intellectual property rights CITY is entitled to, shall become CITY property upon the date of the termination. CONTRACTOR agrees to execute any documents necessary for CITY to perfect, memorialize, or record CITY'S ownership of rights provided herein.

B. Termination for Breach of Contract

1. Except as provided in Article 19, if CONTRACTOR fails to perform any of the provisions of this CONTRACT or so fails to make progress as to endanger timely performance of this CONTRACT, CITY may give CONTRACTOR written notice of the default. CITY'S default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of CITY. Additionally, CITY'S default notice may offer CONTRACTOR an opportunity to provide CITY with a plan to cure the default, which shall be submitted to CITY within the time period allowed by CITY. At CITY'S sole discretion, CITY may accept or reject CONTRACTOR'S plan. If the default cannot be cured or if CONTRACTOR fails to cure within the period allowed by CITY, then CITY may terminate this CONTRACT due to CONTRACTOR'S breach of this CONTRACT.

2. If the default under this CONTRACT is due to CONTRACTOR'S failure to maintain the insurance required under this CONTRACT, CONTRACTOR shall immediately: (1) suspend performance of any services under this CONTRACT for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and CONTRACTOR's obligation to suspend performance of services. CONTRACTOR shall not recommence performance until CONTRACTOR is fully insured and in compliance with CITY'S requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against CONTRACTOR, or if CONTRACTOR makes an assignment for the benefit of creditors, then CITY may immediately terminate this CONTRACT.

4. If CONTRACTOR engages in any dishonest conduct related to the performance or administration of this CONTRACT or violates CITY'S laws, regulations or policies relating to lobbying, then CITY may immediately terminate this CONTRACT.

5. Acts of Moral Turpitude

    a. CONTRACTOR shall immediately notify CITY if CONTRACTOR or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").

    b. If CONTRACTOR or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, CITY may immediately terminate this CONTRACT.

    c. If CONTRACTOR or a Key Person is charged with or indicted for an Act of Moral Turpitude, CITY may terminate this CONTRACT after providing CONTRACTOR an opportunity to present evidence of CONTRACTOR'S ability to perform under the terms of this CONTRACT.

    d. Acts of Moral Turpitude include, but are not limited to: violent felonies

as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this CONTRACT, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of CONTRACTOR.

6. In the event CITY terminates this CONTRACT as provided in this section, CITY may procure, upon such terms and in the manner as CITY may deem appropriate, services similar in scope and level of effort to those so terminated, and CONTRACTOR shall be liable to CITY for all of its costs and damages, including, but not limited to, any excess costs for such services.

7. If, after notice of termination of this CONTRACT under the provisions of this section, it is determined for any reason that CONTRACTOR was not in default under the provisions of this section, or that the default was excusable under the terms of this CONTRACT, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Article 33 Termination for Convenience.

8. The rights and remedies of CITY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided

by law or under this CONTRACT.

C. In the event that this CONTRACT is terminated, CONTRACTOR shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this CONTRACT within five working days of the termination.

ARTICLE 34 - INDEPENDENT CONTRACTORS

CONTRACTOR is acting hereunder as an independent CONTRACTOR and not as an agent or employee of the CITY. CONTRACTOR shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the CITY.

ARTICLE 35 - CLAIMS FOR LABOR AND MATERIALS

CONTRACTOR shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this CONTRACT so as to prevent any lien or other claim under any provision of law from arising against any CITY property (including reports, documents, and other tangible or intangible matter produced by CONTRACTOR hereunder), against CONTRACTOR'S rights to payments hereunder, or against the CITY, and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to such labor.

ARTICLE 36 - CONTRACTOR RESPONSIBILITY ORDINANCE

CONTRACTOR shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq*., as amended from time to time.

ARTICLE 37 - PROHIBITION AGAINST ASSIGNMENT OR DELEGATION

CONTRACTOR may not, unless it has first obtained the written permission of the CITY:

A. Assign or otherwise alienate any of its rights under this CONTRACT, including the right to payment; or

B. Delegate, subcontract, or otherwise transfer any of its duties under this CONTRACT.

If required by the CITY, CONTRACTOR shall execute any amendment to this CONTRACT to memorialize any permissions granted under the provisions of Article 32.

ARTICLE 38 - CONTRACTOR EVALUATION ORDINANCE

The CONTRACTOR Evaluation Ordinance (Los Angeles City Ordinance #173018) and the Rules for the Evaluation of CONTRACTORS require departments to conduct performance evaluations for all contracts over $25,000. Within 14 days of the completion of a PROJECT, the CITY's contract administrators will complete and submit evaluation forms to the BCA. The evaluations will be based upon on a number of criteria, including the quality of the work performed; timeliness of performance; compliance with budget; and expertise of personnel assigned to the CONTRACT. The final evaluations and any response from the CONTRACTOR will be available to other CITY departments to be used as a reference check and may be incorporated in the selection process.

ARTICLE 39 - RESTRICTIONS ON CAMPAIGN CONTRIBUTIONS AND FUNDRAISING IN CITY ELECTIONS

Unless otherwise exempt, if this Contract is valued at $100,000 or more and requires approval by an elected CITY office, CONTRACTOR, CONTRACTOR'S principals, and CONTRACTOR'S subcontractors expected to receive at least $100,000 for performance under the Contract, and the principals of those Subcontractors (the "Restricted Persons") shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles CITY to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected CITY officials or candidates for elected CITY office for twelve months after this Contract is signed. Additionally, a CONTRACTOR subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by

submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any CONTRACTOR subject to Charter Section 470(c)(12) shall include the following notice in any contract with any subcontractor expected to receive at least $100,000 for performance under this Contract:

"Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subcontractor on City of Los Angeles Contract # _____. Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles ("CITY") officials and candidates for elected CITY office for twelve months after the CITY contract is signed. You are required to provide the names and contact information of your principals to the CONTRACTOR and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960."

ARTICLE 40 - IRAN CONTRACTING ACT OF 2010

In accordance with California Public Contract Code Sections 2200-2208, all bidders submitting proposals for, entering into, or renewing contracts with the CITY for goods and services estimated at $1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit" attached as Appendix IX.

ARTICLE 41 - APPLICABLE LAW, INTERPRETATION, AND ENFORCEMENT

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the CITY, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws

which affect employees. This CONTRACT shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. CONTRACTOR shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this CONTRACT.

In any action arising out of this CONTRACT, CONTRACTOR consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this CONTRACT is held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this CONTRACT, the validity of the remaining parts, terms or provisions of the CONTRACT shall not be affected thereby.

ARTICLE 42 - CALIFORNIA STATE SENATE BILL 854

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

1. No Contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the California Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code Section 1771.1(a)].

2. No Contractor or subcontractor may be awarded a contract for work on a public works project (awarded on or after April 1, 2015) unless registered with the DIR pursuant to Labor Code section 1725.5.

3. CONTRACTOR must maintain compliance with Senate Bill 854 for the life of the CONTRACT.

ARTICLE 43 - CONTRACTORS' USE OF CRIMINAL HISTORY FOR CONSIDERATION OF EMPLOYMENT APPLICATIONS ORDINANCE

CONTRACTOR shall comply with the City Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq*., as amended from time to time. Any subcontract entered into by CONTRACTOR for work to be performed under this Contract must include an identical provision.

ARTICLE 44 – DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE

CONTRACTOR shall comply with Los Angeles Administrative Code Section 10.50 et seq., 'Disclosure of Border Wall Contracting.' CITY may terminate this CONTRACT at any time if CITY determines that CONTRACTOR failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1.

ARTICLE 45 – BUSINESS INCLUSION PROGRAM

Unless otherwise exempted prior to bid submission, CONTRACTOR shall comply with all aspects of the Business Inclusion Program as described in the Request for Qualification process, throughout the duration of this Contract. CONTRACTOR shall utilize the CITY Regional Alliance Marketplace for Procurement (RAMP) at www.rampla.org, to perform and document outreach to Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE), and Other Business Enterprise (OBE) firms. CONTRACTOR shall not change any of the designated subconsultants or reduce their level of effort without prior written approval of the CITY provided that such approval will not be unreasonably withheld.

ARTICLE 46 - LIMITATION OF CITY'S OBLIGATION TO MAKE PAYMENT TO CONTRACTOR

Notwithstanding any other provision of this CONTRACT, including any exhibits or attachments incorporated therein, and in order for CITY to comply with its governing

legal requirements, CITY shall have no obligation to make any payments to CONTRACTOR unless CITY shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this CONTRACT. CONTRACTOR agrees that any services provided by CONTRACTOR, purchases made by CONTRACTOR or expenses incurred by CONTRACTOR in excess of the appropriation(s) shall be free and without charge to CITY and CITY shall have no obligation to pay for the services, purchases or expenses. CONTRACTOR shall have no obligation to provide any services, provide any equipment or incur any expenses in excess of the appropriated amount(s) until CITY appropriates additional funds for this CONTRACT.

ARTICLE 47 - COMPLIANCE WITH IDENTITY THEFT LAWS AND PAYMENT CARD DATA SECURITY STANDARDS

CONTRACTOR shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act ("FACTA"), including its requirement relating to the content of transaction receipts provided to Customers. CONTRACTOR also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards ("PCI DSS"). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, CONTRACTOR shall verify proper truncation of receipts in compliance with FACTA.

ARTICLE 48 - POSSESSORY INTERESTS TAX

Rights granted to CONTRACTOR by CITY may create a possessory interest. CONTRACTOR agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, CONTRACTOR shall pay the property tax. CONTRACTOR acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

ARTICLE 49 - CONFIDENTIALITY

All documents, information, City Data (as that term is defined in Article 51), and materials provided to CONTRACTOR by CITY or developed by CONTRACTOR pursuant to this Contract (collectively "Confidential Information") are confidential. CONTRACTOR shall not provide, and shall prohibit its employees and subcontractors from providing or disclosing, any Confidential Information or their contents or any information therein either orally or in writing, to any person or entity, except as authorized by CITY or as required by law. CONTRACTOR shall immediately notify CITY of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

ARTICLE 50 – ENTIRE CONTRACT

This CONTRACT, together with its **Appendices I through XIV** (**adopted documents from the RFQ/SOQ package)** contains all of the agreements, representations, and understandings of the parties hereto and supersedes and/or incorporates any previous understandings, proposals, commitments or agreements, whether oral or written, and may be modified or amended only as herein before provided.

ARTICLE 51 – DATA PROTECTION

A. CONTRACTOR shall protect, using the most secure means and technology that is commercially available, CITY-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the "City Data"). CONTRACTOR shall notify CITY in writing as soon as reasonably feasible, and in any event within twenty-four hours, of CONTRACTOR'S discovery or reasonable belief of any unauthorized access of City Data (a "Data Breach"), or of any incident affecting, or potentially affecting City Data related to cyber security (a "Security Incident"), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. CONTRACTOR shall begin remediation immediately. CONTRACTOR shall provide daily updates, or

more frequently if required by CITY, regarding findings and actions performed by CONTRACTOR until the Data Breach or Security Incident has been effectively resolved to CITY'S satisfaction. CONTRACTOR shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with CITY. At CITY'S sole discretion, CITY and its authorized agents shall have the right to lead or participate in the investigation. CONTRACTOR shall cooperate fully with CITY, its agents and law enforcement.

B. If CITY is subject to liability for any Data Breach or Security Incident, then CONTRACTOR shall fully indemnify and hold harmless CITY and defend against any resulting actions.

ARTICLE 52 - WAIVER

A waiver of a default of any part, term or provision of this CONTRACT shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

ARTICLE 53 – SUSPENSION

At CITY'S sole discretion, CITY may suspend any or all services provided under this Contract by providing CONTRACTOR with written notice of suspension. Upon receipt of the notice of suspension, CONTRACTOR shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to CITY until CITY gives written notice to recommence the services.

ARTICLE 54 – RETENTION OF RECORDS, AUDIT, AND REPORTS

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by CITY. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by CITY, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized CITY personnel or CITY'S representatives at any

time. CONTRACTOR shall provide any reports requested by CITY regarding performance of this Contract. Any subcontract entered into by CONTRACTOR for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, CONTRACTOR may, upon CITY'S written approval, submit the required information to CITY in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

ARTICLE 55 – OWNERSHIP OF DATA AND INTELLECTUAL PROPERTY

55.1 Ownership of Data and License

55.1.1 Unless otherwise provided for herein, all Work Products originated and prepared by CONTRACTOR or its subcontractors of any tier under this CONTRACT shall be and remain the exclusive property of the CITY for its use in any manner it deems appropriate. Work Products are all works, tangible or not, created under this CONTRACT including, without limitation, documents, material, data, reports, manuals, specifications, artwork, drawings, sketches, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas matters and combinations thereof, and all forms of intellectual property. CONTRACTOR hereby assigns, and agrees to assign, all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared by CONTRACTOR under this CONTRACT. CONTRACTOR further agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.

55.1.2 With regard to the basis for design calculations and engineering notes, such data shall be provided to the CITY in (a) hard cover post binder(s), appropriately indexed, on thin Mylar stock or good quality paper satisfactory for reproduction.

55.1.3 For all Work Products delivered to the CITY that are not originated or prepared by CONTRACTOR or its subcontractors of any tier under this Contract, CONTRACTOR hereby grants a non-exclusive perpetual license to use such Work Products for any CITY purposes.

55.1.4 CONTRACTOR shall not provide or disclose any Work Products to any third party without prior written consent of the CITY.

55.1.5 All documents, information and pre-existing materials provided by CITY to CONTRACTOR and its subcontractors arising out of or related to this CONTRACT shall remain the property of the CITY. The CONTRACTOR may not use, distribute or otherwise make public in any manner, either for profit or not for profit, any of the information, documentation, or procedures developed for the CITY hereunder without the prior written consent of the CITY. CONTRACTOR further agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights.

55.1.6 Any subcontract entered into by CONTRACTOR relating to this CONTRACT, to the extent allowed hereunder, shall include a like provision for work to be performed under this CONTRACT to contractually bind or otherwise oblige its subcontractors performing work under this CONTRACT such that the CITY'S ownership and license rights of all Work Products are preserved and protected as intended herein. Failure of CONTRACTOR to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject CONTRACTOR to the imposition of any and all sanctions allowed by law, including but not limited to termination of CONTRACTOR'S CONTRACT with the CITY.

55.1.7 CONTRACTOR agrees that a monetary remedy for breach of this CONTRACT may be inadequate, impracticable, or difficult to prove and that a breach may cause CITY irreparable harm. CITY may therefore enforce

this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude CITY from seeking or obtaining any other relief to which CITY may be entitled.

55.2 Intellectual Property Warranty

55.2.1 CONTRACTOR represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, rights of publicity and proprietary information.

55.3 Intellectual Property Indemnification

55.3.1 CONTRACTOR, at its own expense, undertakes and agrees to defend, indemnify, and hold harmless the CITY, and any of its Boards, officers, agents, employees, assigns, and successors in interest from and against all suits and causes of action, claims, losses, demands and expenses, including but not limited to, attorney's fees (both in-house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, rights of publicity and proprietary information (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by CONTRACTOR, or its subcontractors of any tier, in performing the work under this CONTRACT; or (2) as a result of the CITY'S actual or intended use of any Work Product furnished by CONTRACTOR, or its subcontractors of any tier, under the CONTRACT. Rights and remedies available to the CITY under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the

State of California, and the CITY. The provisions of Article 55 shall survive expiration or termination of this CONTRACT.

55.3.2 In CONTRACTOR'S defense of the CITY defendants, negotiation, compromise, and settlement of any such infringement action, the Los Angeles City Attorney's Office shall retain discretion in and control of the litigation, negotiation, compromise, settlement, and appeals therefrom, as required by the Los Angeles City Charter, particularly Article II, Sections 271, 272 and 273 thereof.

55.3.3 Where any Work Product furnished by CONTRACTOR (a) becomes the subject of an action, (b) is adjudicated as infringing a third party's Intellectual Property right, or (c) has its use enjoined or license terminated; CONTRACTOR shall, with the CITY'S consent, do one of the following immediately. CONTRACTOR shall at its expense either:

i) procure for the CITY the right or license to continue using the Work Product; or

ii) replace the Work Product with a functionally equivalent, non-infringing product.

Exercise of any of the above-mentioned options shall not cause undue business interruption to the CITY or diminish the intended benefits and use of the Work Product by the CITY under this CONTRACT.

ARTICLE 56 – BEST TERMS

Throughout the term of this CONTRACT, CONTRACTOR, shall offer CITY the best terms, prices, and discounts that are offered to any of CONTRACTOR'S customers for similar goods and services provided under this CONTRACT.

ARTICLE 57 – WARRANTY AND RESPONSIBILITY OF CONTRACTOR

CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within CONTRACTOR'S profession, doing the same or similar work under the same or similar

circumstances.

ARTICLE 58 – COMPLIANCE WITH CALIFORNIA PUBLIC RESOURCES CODE SECTION 5164

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, CONTRACTOR shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by CITY. CONTRACTOR is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of CONTRACTOR working on premises to pass a fingerprint and background check through the California Department of Justice at CONTRACTOR'S sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

ARTICLE 59 – CONTRACTOR DATA REPORTING

If CONTRACTOR is a for-profit, privately owned business, CONTRACTOR shall, within 30 days of the effective date of the CONTRACT and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the CONTRACT), report the following information to CITY via the Regional Alliance Marketplace for Procurement ("RAMP") or via another method specified by CITY: CONTRACTOR'S and any subcontractor's annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner ("Contractor/Subcontractor Information"). CONTRACTOR shall further request, on an annual basis, that any subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by CITY.

IN WITNESS WHEREOF, the parties hereto have executed this CONTRACT on the day and year written below:

CITY OF LOS ANGELES:

By: _____

Title:_____, Board of Public Works

Date: _____

By: _____

Title: Commissioner, Board of Public Works

Date: _____

APPROVED AS TO FORM:

Hydee Feldstein Soto, City Attorney

By: _____

Title: Assistant City Attorney

CONTRACTOR:

I/We,_____ depose and say that I am/We are

(Insert Name(s))

_____of _____

(Insert "Sole Owner", "Partner", "President", etc.) (Insert company's name)

at _____

(Insert company's address here)

Contractor's License No._____, License Classification_____

Expiration Date _____

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

By: _____

Date: _____

ATTEST:

_____, City Clerk

By: _____

Title: _____

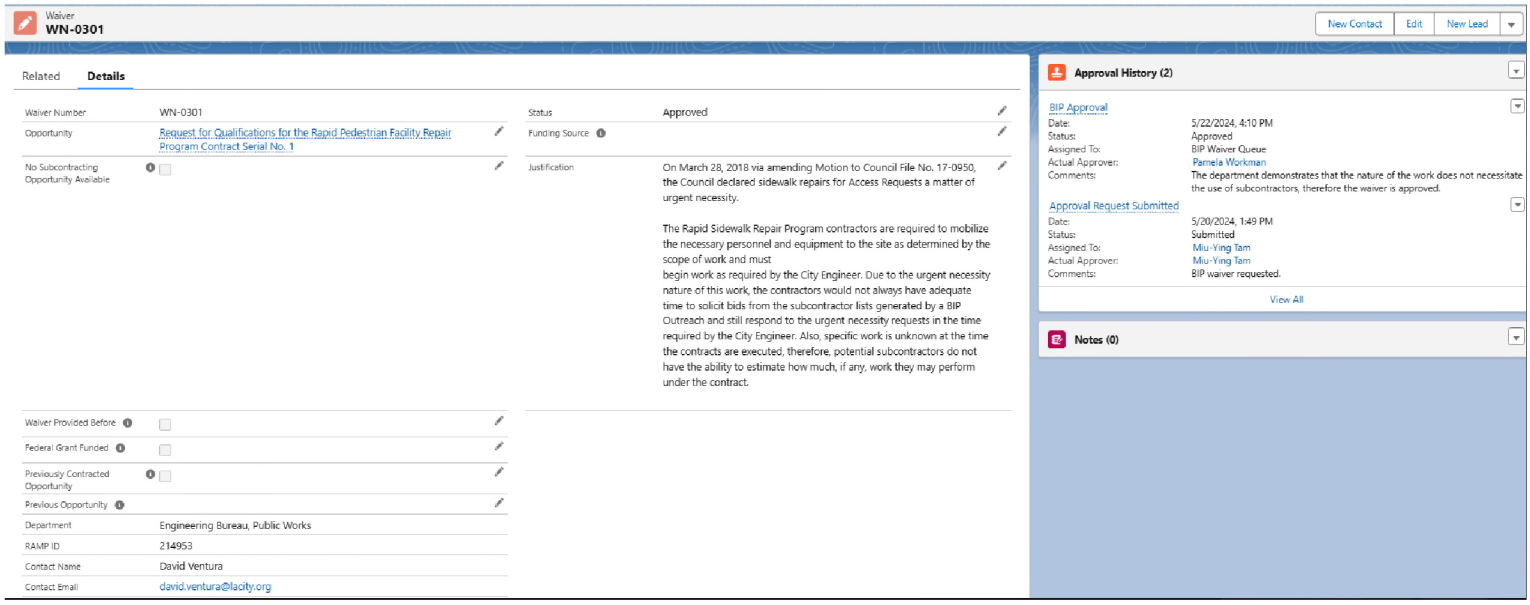
Date:_____

---------- Forwarded message ---------
From: **RAMP Support** <support@rampla.org>
Date: Wed, May 22, 2024 at 4:10 PM
Subject: BIP Waiver Request for Request for Qualifications for the Rapid Sidewalk Repair Program (RSRP 1) 214953
To: miu-ying.tam@lacity.org <miu-ying.tam@lacity.org>

The BIP Waiver request for Request for Qualifications for the Rapid Sidewalk Repair Program (RSRP 1) has been **approved** by the Office of Procurement. More information about the request can be found by following this link: https://lacity.my.salesforce.com/a0t6g000007ueUY.

If you have any questions, please follow the directions on this document to submit a SNow ticket to CPO Team.

One attachment • Scanned by Gmail ⓘ Add to Drive



TRANSMITTAL NO 5