BUREAU OF ENGINEERING

MASTER GENERAL CONDITIONS

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City of Los Angeles
California

Department of Public Works
Bureau of Engineering

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

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

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

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

00222 – 00299 NOT USED

00300 FINANCIAL LIABILITY (4/12/95)

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

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

Only competent workers shall be employed on the Work.

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

The Contractor, at its sole cost and expense, shall perform all labor and services and furnish all the materials, tools, and appliances, except as hereinafter otherwise definitely provided, necessary or proper for performing and completing the Work required, in the manner and within the time stipulated in these specifications. The Contractor shall furnish, erect, maintain, and remove the construction plant and such temporary works as may be required. If, at any time before the commencement or during the progress of the Work or any part of it, the Contractor’s methods or appliances appear to the Engineer or the Inspector to be unsafe, inefficient, or inadequate for securing the safety of the workers, the quality of the Work required, or the rate of progress stipulated, the Engineer or the Inspector may order the Contractor to increase their safety and efficiency or to improve their character, and the Contractor shall comply with such orders at its own expense. Neither the making of such demands by the Engineer nor the failure to make such demands shall relieve the Contractor of its obligation to secure the safe conduct of the Work, the quality of Work required, and the rate of progress stipulated in the Contract. The Contractor shall be fully responsible for the safety, efficiency, and adequacy of its plant, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance, or operation.

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

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

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

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

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

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

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

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

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

The Contractor's Representative or alternate shall be present at the worksite at all times while Work is in progress. Failure to observe this requirement constitutes a suspension of the Work by the Contractor, until such time the Contractor's Representative or alternate is again present at the worksite. All Work performed while the Contractor's Representative or alternate is absent from the worksite is ineligible for payment.

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

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

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

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

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

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

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

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

00304 JOB CONDITIONS (9/18/07)

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

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

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

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

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

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

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

00305 JOB BULLETIN BOARD (11/27/01)

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

00306 RESPONSIBILITY FOR SITE (10/17/01)

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

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

00307 WORKMANSHIP AND MATERIALS (4/12/95)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

the requirements of the affected pavement owner. All pavement which is subject to partial removal shall be neatly saw cut in straight lines.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If the Contractor fails to remove, replace or correct any non-conforming Work or materials within seventy-two (72) hours of discovery, the Inspector or the Engineer may cause such Work or materials to be removed and replaced. Such removal and replacement shall be at the sole expense of the Contractor with no

entitlement to time extensions, additional reimbursement, extended overhead, or interest on monies due. In addition, all such cost shall be deducted from any amounts that are due or may become due to the Contractor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1) Project Name

2) Project Work Order Number

3) Subcontractor's Name

4) Subcontractor's Address

5) Subcontractor's Phone Number

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

7) Subcontractor's State of California Contractor License Number

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

9) Dollar amount of Subcontract work to be performed

10) Description of Subcontract work to be performed

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

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

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

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

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

A Contractor whose Bid is accepted may not:

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

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

   B) When the listed Subcontractor becomes bankrupt or insolvent.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

There shall be no decrease in dollar value of Work to be performed by Subcontractors approved as a substitute for a Bid-listed Subcontractor without a change in scope of the Work to be performed by the

originally Bid-listed Subcontractor. Written evidence of a change of scope must be provided by the Engineer prior to approval of a change in dollar value of a Bid-listed Subcontractor.

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

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

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

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

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

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

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

2) If such affidavits are filed by both the Contractor and the intended Subcontractor within eight days of the original Bid opening but the Subcontractor whom the Contractor claims to have listed in error does not submit within six (6) Workdays, to the Inspector and to the Contractor, written objection to the Contractor's claim of Inadvertent Clerical Error as provided in this article.

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

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

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

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

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

00313 ASSIGNMENT (2/09/95)

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

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

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

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

For new construction Work and for all Contractor furnished supplies and equipment that may contain hazardous materials, the Contractor shall develop and implement a written Hazard Communication Program for its employees in accordance with the California Code of Regulations. The Contractor's basic written Hazard Communication Program shall be submitted to the Engineer and the Inspector prior to the

start of Work at the site, and shall be revised and kept current as required by the continuing progress of the Work. The Contractor's Hazard Communication Program shall also include the MSDS for all hazardous materials the Contractor will be using at the facility. All provisions concerning MSDS for hazardous materials shall be met before the hazardous material is delivered to the site.

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

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

00315 INDEPENDENT CONTRACTOR (10/21/99)

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

00316 INDEMNIFICATION (10/17/01)

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

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

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

00317 INSURANCE (1/05/10)

These provisions apply unless otherwise noted in the General Requirements.

A) GENERAL

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

1) ADDITIONAL INSURED/ADDITIONAL INTEREST/LOSS PAYEE

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

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

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

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

2) INSURANCE APPROVAL

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

3) ALTERNATIVE PROGRAMS/SELF-INSURANCE

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

4) ADMITTED CARRIER/LICENSED CALIFORNIA BROKER

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

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

5) CONTRIBUTION NOT REQUIRED

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

6) CANCELLATION/REDUCTION IN COVERAGE NOTICE

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

7) ACCEPTABLE EVIDENCE

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

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

Additional Insured Endorsements DO NOT apply to the following:

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

8) SEPARATION OF 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