CONTRACT SUMMARY SHEET

TO: THE OFFICE OF THE CITY CLERK,
COUNCIL/PUBLIC SERVICES DIVISION
ROOM 395, CITY HALL

FROM (DEPARTMENT): BOARD OF PUBLIC WORKS

CONTACT PERSON: MARY CARTER
PHONE: 213-978-0262

CONTRACT NO.: 123909
COUNCIL FILE NO.: ______________

ADOPTED BY COUNCIL: ______________

APPROVED BY BPW: 05/09/2014

CONTRACTOR NAME: HAYWARD BAKER, INC.

TERM OF CONTRACT: 5 YEARS
THROUGH: _____________________

TOTAL AMOUNT: _____________________

PURPOSE OF CONTRACT:
ON-CALL EMERGENCY CONSTRUCTION SERVICES FOR REPAIR, REPLACEMENT, AND/OR CONSTRUCTION OF RETAINING WALL, BULKHEADS, SLOPE REPAIR, PLACEMENT OF ENGINEERED FILL, EROSION CONTROL, DEBRIS REMOVAL AND OTHER GEOTECHNICAL/STRUCTURAL EMERGENCY PUBLIC WORKS PROJECTS.

NOTE: CONTRACTS ARE PUBLIC RECORDS - SCANNED AND UPLOADED TO THE INTERNET
CONTRACT WITH ALL APPENDICES

BETWEEN

THE CITY OF LOS ANGELES

AND

HAYWARD BAKER, INC.

FOR

REQUEST FOR QUALIFICATIONS
FOR EMERGENCY PRE-QUALIFIED ON-CALL
GEOTECHNICAL/STRUCTURAL CONSTRUCTION SERVICES

CITY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
BUREAU OF ENGINEERING
GEOTECHNICAL ENGINEERING GROUP
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This contract agreement, hereinafter referred to as the "CONTRACT" is made and entered into by and between the CITY OF LOS ANGELES, hereinafter referred to as the "CITY", a municipal corporation acting by order of and through its Board of Public Works, hereinafter referred to as the "BOARD", and Hayward Baker, Inc., hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

Whereas, the failure of retaining walls, bulkheads, existing slopes and erosion control can jeopardize public health and safety; and

Whereas, certain emergency repair work beyond the capability of the CITY'S maintenance forces must be performed by private CONTRACTORS; and

Whereas, the CITY must move expeditiously to comply with court orders or negotiated settlements, by the CITY Attorney, with property owners or the court; and

Whereas, the BOARD of the CITY has declared that the repair, replacement and/or construction of damaged CITY retaining walls, bulkheads, slopes, erosion control and compliance with court orders or negotiated settlements by the CITY Attorney with property owners or the court, are of urgent necessity, and the Council have approved same, so that this CONTRACT may be made to facilitate the expeditious emergency repair, replacement and/or construction of damaged retaining walls, bulkheads and slopes to ensure public safety; and

Whereas, the BOARD authorized the CITY Engineer of the Bureau of Engineering, hereinafter referred to as the "ENGINEER" to advertise a Request For Qualifications, hereinafter referred to as the "RFQ", for emergency geotechnical/structural construction services and to conduct a pre-qualification evaluation in order to establish a list of qualified CONTRACTORS to perform such repairs; and
Whereas, this CONTRACT is one of a series of identical CONTRACTS with the qualified CONTRACTORS selected for the emergency pre-qualified on-call list, hereinafter referred to as the "ON-CALL LIST"; and

Whereas, said CONTRACTORS will initially be placed on the rotational ON-CALL LIST in the order determined by a random drawing by the BOARD. Now, therefore, in consideration of the premises, and of the terms and conditions hereinafter set forth, the parties agree as follows:

ARTICLE 1 - SECTION HEADINGS
The section headings appearing herein shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning, or intent of the provisions of this CONTRACT.

ARTICLE 2 - DEFINITIONS
Definitions in Section 00100 of the General Conditions, hereinafter referred to as the "GC" are used in this CONTRACT; each shall have the meaning set forth therein. In addition, the following definitions shall apply:

EMERGENCY GEOTECHNICAL/STRUCTURAL PRE-QUALIFIED ON-CALL LIST (ON-CALL LIST): The rotating on-call list of pre-qualified emergency geotechnical/structural repair CONTRACTORS for emergency work on retaining walls, bulkheads, slope repairs, placement of engineered fill, erosion control, debris removal and other geotechnical/structural emergency public works.

CONSTRUCTION ORDER: A document issued to authorize work assignments, construction authority and method of payment.

ENGINEER'S COMMUNICATION: A written communication issued to the CONTRACTOR to document field work assignments or other directives.
ARTICLE 3 - TERM OF THE CONTRACT

This CONTRACT, executed by the parties, shall be effective and shall remain in force for a term of five (5) years from the date the CONTRACTS are attested by the City Clerk, unless terminated sooner in accordance with Article 6 herein.

ARTICLE 4 - PARTNERING

Partnering between the CITY and the CONTRACTOR will be utilized during this CONTRACT. Partnering will create a framework for conflict resolution, improved communications, avoidance of litigation, and cost containment. The CITY and the CONTRACTOR will jointly develop an Issue Resolution Ladder to establish a communication protocol to be utilized in elevating issues to achieve resolution in a timely manner. Partnering is intended to establish an environment of cooperation between the parties and will not affect the terms of this CONTRACT. The ENGINEER may request partnering sessions for individual projects, as deemed necessary by the ENGINEER. Attendance at all partnering sessions is mandatory; non-attendance will be considered the same as a rejection of an offer of work, Article 6.

ARTICLE 5 - APPLICABILITY

This CONTRACT shall be applicable to emergency repair, replacement and/or construction of retaining walls, bulkheads, slopes, erosion control and/or placement of engineering fill anywhere within the incorporated limits of the CITY. Such repair, replacement or construction work may include CITY Attorney’s requests to meet court orders or negotiated settlements. It may be correction work or new work that is considered to be of urgent necessity where formal contract procedures including the preparation of plans and specifications lack the responsiveness required to provide the services within the time frame needed. The BOARD, in its sole discretion, shall determine whether to award a contract for the repair or correction under the CITY’S conventional procedures or as a repair, correction or urgent work under this CONTRACT. This CONTRACT shall not limit, in any way, the authority of the Bureaus in the Department of Public Works to make repairs, or corrections whenever, in the sole discretion of the BOARD, the personnel and equipment in the Bureaus have the ability to do such work.
ARTICLE 6 - ASSIGNMENT OF WORK

6.1 The BOARD, at its sole discretion, shall determine whether to assign repair or replacement work under this CONTRACT. In addition, the BOARD has delegated such authority to the ENGINEER under guidelines established by the BOARD.

6.2 Except as delineated later in Article 6.10, CONTRACTORS “active” on the ON-CALL LIST will be offered work on a rotating basis. As damaged and/or failed CITY facilities are identified as emergencies, the ENGINEER will notify the CONTRACTOR at the top of the ON-CALL LIST and make an offer of work. The CONTRACTOR will be informed of the facility location, the known damage, the potential repair work, the name of the ENGINEER and contact information. The up-to-date order of the ON-CALL LIST will be updated and maintained by the Bureau of Engineering (BOE).

6.3 Although the CONTRACTOR may reject any offer of work, three such rejections during the term of this CONTRACT will be cause for removal from the ON-CALL LIST and termination of this CONTRACT. A rejection of work is defined as failure to accept, failure to respond in a timely manner, failure to follow the ENGINEER’S directions, failure to provide the necessary equipment, labor and materials to competently perform the work, or for other causes as determined by the ENGINEER.

6.4 A CONTRACTOR is considered “active” on the ON-CALL LIST when all necessary bonds and insurance documents are up-to-date and on file with the BOARD and the current labor and equipment rates are on file with the ENGINEER. If all necessary bonds and insurance documents are not up-to-date with the BOARD or if the current labor and equipment rates are not on file with the ENGINEER, the CONTRACTOR will be considered to be “inactive” on the ON-CALL LIST. No work offers will be made until the necessary documents are on file. On “re-activation”, the CONTRACTOR will be placed at the bottom of the ON-CALL LIST.

6.5 In an emergency, the ENGINEER will attempt to contact the three competent contact-persons provided by the CONTRACTOR at the top of the ON-CALL LIST.
until one responds. If the ENGINEER is unable to reach any of the three competent persons, the CONTRACTOR at the top of the ON-CALL LIST will be determined to be non-responsive and moved to the bottom of the ON-CALL LIST. Three such non-responsive incidents will be deemed a rejection of work. If the CONTRACTOR responds, the ENGINEER will make an offer of work to the CONTRACTOR. The CONTRACTOR must accept or reject the offer of work at the time of the initial call. If the CONTRACTOR accepts the work, a construction order, signed by the ENGINEER, will be issued. The ENGINEER may use an 'Engineers Communication' form as an initial communication to the CONTRACTOR for services requested at the beginning of construction, until a construction order has been issued. Work directions will not be in effect unless they are in writing and signed by the ENGINEER.

6.6 The CONTRACTOR must respond to the ENGINEER at the time of the initial call and start work in a timely manner, as required by the ENGINEER. Failure to start performing work within the time required by the ENGINEER will be considered a rejection of work and the CONTRACTOR will be demobilized and not be paid for any incurred costs. The ENGINEER may, at the ENGINEER'S sole discretion, offer the work to the next available CONTRACTOR on the ON-CALL LIST.

6.7 Subsequent to an offer of work, whether accepted or rejected, the CONTRACTOR will be moved to the bottom of the ON-CALL LIST.

6.8 If the CONTRACTOR stops work without notifying the ENGINEER in advance, or if the CONTRACTOR stops work for any reason not acceptable to the ENGINEER the CONTRACTOR will be demobilized and this will be counted as a work rejection. The ENGINEER will reassign the work to the next available CONTRACTOR on the ON-CALL LIST.

6.9 If none of the CONTRACTORS on the ON-CALL LIST can begin work within the required time period, the CITY, at its sole discretion, may retain another firm to perform the work.
6.10 Article 6.2 of this CONTRACT notwithstanding, the CITY reserves the right, at its sole discretion, to solicit lump sum cost bids for certain emergency repair work from 3 or more CONTRACTORS at the top of the ON-CALL LIST. CONTRACTORS refusing and/or failing to submit a bid will be moved to the bottom of the ON-CALL LIST. Bids shall be submitted in writing in a format determined by the ENGINEER, and shall be reviewed by the ENGINEER. The work shall be offered to the lowest responsive and responsible bidder. On issuance of the construction order, the successful bidder will be moved to the bottom of the ON-CALL LIST. Refusal of an offer of work will be considered a rejection of work and the bidder will be moved to the bottom of the ON-CALL LIST and the next lowest bidder may be awarded the work. Unsuccessful bidders will retain their positions on the ON-CALL LIST.

6.11 In certain circumstances, it may be necessary to assign a sole-source construction order to a CONTRACTOR on the ON-CALL LIST. A sole-source proposal may be solicited from the pre-qualified on-call CONTRACTOR only after obtaining approval by the ENGINEER and the BOARD. Upon issuance of the construction order, the sole-sourced CONTRACTOR will be moved to the bottom of the ON-CALL LIST.

6.12 During the life of the CONTRACT, the order of the ON-CALL LIST may change based on work assignments, work rejections, CONTRACTORS having been inactivated or other reasons as determined by this CONTRACT.

6.13 The CONTRACTOR shall submit to the Bureau of Contract Administration for approval, a list of Women Business Enterprise (WBE), Minority Business Enterprise (MBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE), Local Business Enterprise (LBE) and Other Business Enterprise (OBE) subcontractors that will be utilized on each emergency repair assigned prior to the subcontractors beginning construction.

6.14 This CONTRACT shall in no way limit the authority of the Bureaus in the Department of Public Works to repair damaged facilities using CITY personnel and equipment.
ARTICLE 7 – EMERGENCY RESPONSE

Unless otherwise indicated and/or directed, the CONTRACTOR will be required to immediately mobilize the necessary personnel and equipment to the site of the emergency as determined by the initial scope of the work and begin work as required by the ENGINEER.

ARTICLE 8 – WORK SCOPE AND SPECIFICATIONS

8.1 All work will be described in a construction order or a revised construction order. All work shall be performed under the direction of and shall be strictly in accordance with instructions from the ENGINEER. All work shall be inspected and accepted by the Inspector of Public Works, hereinafter referred to as the "INSPECTOR".

8.2 A construction order issued by the CITY will state the work location, summary description of the damage to the facility, the initial scope of repair/replacement work, the “Not to Exceed” construction cost authorization for the described work, method for payment, and other notifications. If plans and/or specifications are furnished, the CONTRACTOR shall perform the work in accordance with the plans and specifications. In the absence of plans and specifications, the CONTRACTOR will perform the work in accordance with the ENGINEER’S instructions. A revised construction order will be issued if the scope of work, cost, method of payment or other aspects of the work change.

8.3 The BOARD will award the work, within the effective term of the CONTRACT, using construction orders with project specific CONTRACT numbers, similar to a typical construction project award, which may extend beyond the duration of this CONTRACT. Such construction orders will incorporate the terms and conditions of this CONTRACT.

8.4 If the construction authority for a construction order or a revised construction order exceeds $200,000, the CONTRACTOR may be required to increase the amount of their payment bond to cover the value of the work, as determined by the
ENGINEER. If the CONTRACTOR is not able to increase the amount of their payment bond, the ENGINEER will demobilize the CONTRACTOR and offer the work to the next available CONTRACTOR on the ON-CALL LIST.

8.5 Construction orders initiated under a Time and Materials (T&M) basis will not be considered “Change Order” or “Extra” work.

8.6 For work that is NOT “changed” or “extra,” payment for equipment that is on stand-by/idle time, but necessary to be on the site to complete the work, will be paid as per the Caltrans Labor Surcharge and Equipment Rental Rates.

8.7 Work assignments will typically consist of one work location per each construction order. At the discretion of the ENGINEER, adjacent work may be added.

8.8 The CITY reserves the right to review and approve the CONTRACTOR’S work force and equipment to meet the requirements of this CONTRACT, for each construction order.

8.9 The CONTRACTOR is responsible for tracking T&M costs in compliance with General Requirement Section 01254. When required by the ENGINEER the CONTRACTOR shall notify the ENGINEER in writing when costs approach 50% and 75% of the “Not-to-Exceed” amount of the construction order. If these written notifications are not received in a timely manner, the work may be stopped by the ENGINEER, the CONTRACTOR demobilized and the remaining work offered to the next available CONTRACTOR on the ON-CALL LIST. This will be considered as a rejection of work.

8.10 The CONTRACTOR, on receiving a work assignment through a construction order or an Engineer’s Communication, shall provide all labor, material, equipment, and services, including any professional technical and specialty services, which may be required to perform the emergency work.
8.11 The ENGINEER, at its sole discretion, reserves the right to negotiate a lump sum cost for work in lieu of a T&M basis of payment, or in accordance with Article 6, to accept a lump sum cost submitted by competitive bids.

8.12 At the point the emergency situation has become stabilized, the CONTRACTOR may be requested to provide a lump sum cost proposal for the remaining scope of work as defined by the ENGINEER. The CONTRACTOR’S lump sum cost proposal will be evaluated by the ENGINEER. If the lump sum cost proposal is approved, a revised construction order will be issued describing the work and the method for payment based on the accepted lump sum cost proposal.

8.13 The CONTRACTOR’S lump sum cost proposals will include the total cost of the work, including the allowable markups, bond and insurance. All lump sum cost proposals shall be submitted in a format acceptable to the ENGINEER.

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

8.15 If the CONTRACTOR refuses to provide a lump sum cost proposal, or if the provided cost proposal is not acceptable to the ENGINEER, the CONTRACTOR will be demobilized and the remaining work will be offered to the next available CONTRACTOR on the ON-CALL LIST, in accordance with Article 6.

8.16 Changes to the scope for lump sum work may be paid on a re-negotiated lump sum, T&M or change order basis, as determined by the ENGINEER, and will be reflected in a revised construction order. When the ENGINEER elects to use change orders, the change order basis will be in accordance with Section 01254 of the General Requirements.

8.17 All work shall be subject to acceptance by the BOARD.
8.18 Unless otherwise indicated by the ENGINEER, all work shall be done in accordance with the latest edition of the following:

A. CITY Building and Safety Codes.
B. Parts 2 through 6 of the "Standard Specifications for Public Works Construction" (Green Book), and any supplements thereto, published by "Building News, Inc.", as last amended by the CITY'S "Brown Book".
D. Bureau of Engineering's Master General Conditions and Master General Requirements for the Sections included as Appendices to this CONTRACT.
E. For work bid off the ON-CALL LIST, the specifications will be Bureau of Engineering's Master General Conditions and Master General Requirements, as last revised at least 30 days prior to issuance of the advertise for bids notification. For the Master Specifications Library refer to http://boe.laCITY.org/bms/menu.cfm
F. The City of Los Angeles Department of Public Works Policy for Time & Material Work, included as Appendix III of this CONTRACT.

8.19 The CONTRACTOR is required to cooperate with the ENGINEER in the utilization of any online internet applications to process various aspects of the administrative tasks of this CONTRACT.

ARTICLE 9 - COMPENSATION

9.1 Except as delineated hereunder, the CITY will compensate the CONTRACTOR for performing emergency work issued through a construction order under this CONTRACT based on the provisions of the Master General Requirements referenced in Article 8 herein, provided that:

A. All compensation for work based on T&M shall be in accordance with the T&M Policy and General Requirements Section 01254, and;
B. In the event of a conflict between the provisions of the General Requirements and the provisions of the T&M Policy, the provisions of the T&M Policy shall take precedence over the General Requirements.

9.2 The CONTRACTOR must submit the labor and equipment rates to the ENGINEER for approval at the beginning of this CONTRACT and every time there is a change. The labor and equipment rates for approval are to be submitted utilizing an ENGINEER provided electronic format.

9.3 The CONTRACTOR and all subcontractors performing work under this CONTRACT are to comply with all provisions of the State's Prevailing Wage Requirements. The CITY'S Labor Compliance Manual is included in the Appendices to serve as a guide and is not intended to supersede the requirements as stated in the California Labor Code.

9.4 The equipment list submitted for rate approval shall clearly identify the name, model, capacity (if any), and code number, as listed in the latest Caltrans Labor Surcharge and Equipment Rental Rates for each equipment. Equipment will be paid at Caltrans rates, as listed in "Labor Surcharge and Equipment Rental Rates". If the equipment is not in the Caltrans List, the CONTRACTOR is to submit the most comparable equipment classification at the next higher rate.

9.5 Work performed in absence of, or contrary to the ENGINEER'S instructions and consent will not be compensated.

ARTICLE 10 - PAYMENT

10.1 The CONTRACTOR shall submit detailed legible invoices in duplicate at the completion of work, stating therein the specific work performed and detailing all costs for labor, materials, and equipment as approved by the INSPECTOR. The equipment listed on the T&M form shall clearly identify the name, model, and Caltrans code number for each piece of approved equipment.
10.2 Invoices are to be submitted in a form complying with the CITY'S T&M Policy, including but not limited to the BCA T&M sheets signed by the INSPECTOR, legible original invoices, and/or other backup documentation substantiating the costs. A separate T&M form is required for each of the following: labor, equipment, material, and subcontractors.

10.3 Invoices are to note the usage of MBE/WBE/SBE/EBE/DVBE/LBE & OBE subcontractors and their respective portion of work performed, when such subcontractors are utilized.

10.4 Payment of the CONTRACTOR'S invoices will be based on the approved labor and equipment rates at the actual time of construction.

10.5 CONTRACTOR invoices which are incomplete and/or not utilizing the approved labor and equipment rates shall be returned for correction and resubmission.

10.6 All invoices are to include a cost breakdown and summary of work for each work location. Record drawings (As-Built) of the completed emergency repair work shall be included with the invoice once the construction has been completed. Invoices not containing this information will be returned for correction and resubmission.

10.7 Invoices shall be submitted to the following address:

Geotechnical Engineering Group of the Bureau of Engineering
Los Angeles Department of Public Works
1149 So. Broadway St., 1st Floor, Suite 120
Los Angeles, California 90015-2213
Attention: GEO On-call Project Manager
Reference: Work Order No.___________, Billing No. ___
ARTICLE 11 – FINAL INSPECTION/ACCEPTANCE
Final inspection and acceptance of work performed under this CONTRACT will be in accordance with Section 00407 of the General Conditions and Section 01452 of the General Requirements and the following:

11.1 The CONTRACTOR must request Final Inspection from BCA within three (3) working days of completion of field work. If the CONTRACTOR fails to request final inspection within the required time herein, CONTRACTOR invoices will not be processed for the corresponding construction order until this has been corrected.

11.2 Upon completion of all punch list items, the BCA final INSPECTOR will establish a date of final field acceptance and issue a statement of completion for the respective construction order.

ARTICLE 12 – SUBCONTRACTOR APPROVAL (BUSINESS INCLUSION PROGRAM)
12.1 Unless otherwise specified herein, subcontractors performing work under this CONTRACT shall be approved by the BCA in accordance with Section 00311 of the General Conditions.

12.2 The CONTRACTOR shall verify that all subcontractors possess a valid and appropriate CONTRACTOR’S license in California and all necessary certifications and a CITY Business Tax Registration Certificate prior to obtaining BCA approval and performing any work under this CONTRACT.

12.3 Based on independent verification of the information required in Article 9, the BCA will approve all subcontractors prior to approval of payment for completed work.

12.4 Failure to make timely and complete payments to all subcontractors, bid-listed and/or approved, will result in a penalty of no more than 10 percent of the final subcontract amount and possible sanctions, including removal from the ON-CALL LIST.
12.5 The CONTRACTOR must submit a Final Subcontracting Report to the BCA, Office of Contract Compliance, subcontractor Outreach and Enforcement Section, within fifteen (15) calendar days after issuance of the Statement of Completion by the BCA. Failure to comply will result in the assessment of liquidated damages in the amount of $100 per day by the BOARD.

12.6 Any reduction, increase, or other change to any bid-listed or approved Subcontract amount without prior approval of the Inspector is considered an Unauthorized subcontractor substitution and is subject to a penalty of ten (10) percent of the subcontract amount, whether bid-listed or not. A subcontract dollar value increased or reduced as the result of a change order issued by the ENGINEER to add or delete from the original scope of work shall not be subject to a penalty for an unauthorized subcontractor substitution.

ARTICLE 13 – PREVAILING WAGES AND CERTIFIED PAYROLL

The CONTRACTOR and all subcontractors performing work under this CONTRACT shall comply with all provisions of the State of California’s Prevailing Wage Requirements and CONTRACT specifications. The CITY’S Labor Compliance Manual is included in the Appendices to serve as a guide and is not intended to supersede the requirements as stated in the California Labor Code.

The awarded CONTRACTOR will be required to submit weekly certified payrolls utilizing the Online Certified Payroll System, hereinafter referred to as OCPS. Progress payments may be delayed upon the CONTRACTOR’S failure to submit and certify the certified payrolls in OCPS. If subcontractors are utilized, it is incumbent upon the CONTRACTOR to ensure that the subcontractor’s certified payroll records have been submitted.

Failure of the CONTRACTOR and its subcontractors to submit timely payrolls utilizing the OCPS will result in the deactivation of the CONTRACTOR from the ON-CALL LIST.
ARTICLE 14 – BONDING REQUIREMENTS

14.1 Unless otherwise specified herein, bonding requirements under this CONTRACT shall comply with Section 00317 of the General Conditions, as set forth in the Appendix of this CONTRACT, and as last revised no less than 30 days prior to issuance of a construction order under which work is to be performed.

14.2 Prior to the BOARD'S execution of this CONTRACT, the CONTRACTOR shall file and maintain with the CITY, a current "Payment Bond" (Material and Labor Bond) for the term of this CONTRACT in the principal amount of $200,000 to guarantee payment of material and labor charges, and which meets the requirements of Sections 3247 through 3252 of the California Civil Code and related sections. The CITY reserves the right to request additional payment bond as dictated by the circumstances of the work. The CITY will compensate the CONTRACTOR for said bonding in accordance with the terms and conditions of this CONTRACT. The above bonding requirements shall be fulfilled and maintained for the CONTRACTOR to have active status on the ON-CALL LIST. The CONTRACTOR shall pay when due any and all charges for materials, labor, taxes, and any other incurred charges for the work performed under the construction order issued pursuant to this CONTRACT.

ARTICLE 15 – INSURANCE REQUIREMENTS

15.1 Except as otherwise specified herein, insurance requirements under this CONTRACT shall comply with Section 00317 of the General Conditions, as set forth in Appendix 1 of this CONTRACT, and as last revised no less than 30 days prior to issuance of a construction order under which work is to be performed.

15.2 Prior to the BOARD'S execution of this CONTRACT, the CONTRACTOR shall file with the CITY, in a form satisfactory to the CITY Attorney, evidence of the insurance listed in Article 15.3 to 15.6.
15.3 General Liability Insurance in an amount not less than $1 million per occurrence, combined single limit. Additional coverage will be required on certain specific projects.

15.4 Workers' Compensation/Employer's Liability Insurance with limits not less than Statutory limit/$1 million respectively.

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

15.6 Pollution Liability Insurance coverage in an amount not less than $1 million per occurrence. Additional coverage will be required on certain specific projects.

ARTICLE 16 - LOS ANGELES CITY BUSINESS TAX REGISTRATION
The CONTRACTOR agrees to maintain on file with the CITY current and original signed copies of the Business Tax Registration Certification (BTRC) as required by the CITY’S Business Tax Ordinance (Article 1, Chapter 2, Sections 21.00 of the Los Angeles Municipal Code). The CONTRACTOR, and all subcontractors approved for work under this CONTRACT, shall maintain, or obtain, all certificates required under said ordinance, and shall not allow any certificate to lapse, be revoked, or be suspended. Failure to meet this requirement shall be deemed as a material breach of this CONTRACT.

ARTICLE 17 - DRUG AND ALCOHOL TESTING
The Federal Department of Transportation (DOT) regulations require drug and alcohol testing of CITY contracted personnel who must maintain a commercial driver’s license. Effective January 1, 1995, CONTRACTORS are required to comply with the DOT mandate Federal Motor Carrier Safety Regulations, Parts 382, et al). The CONTRACTOR shall comply with, but not be limited to, the following provisions:

A. Education and training in accordance with Code of Federal Regulations, hereinafter referred to as CFR 382.

B. Arrange for random testing and the other required procedures of CFR 382.
C. Allow the CITY to access and audit the CONTRACTOR'S property and records relating to random drug/alcohol testing.

D. Provide the CITY with the documentation verifying compliance with the DOT regulations.

ARTICLE 18 - FORCE MAJEURE
Notwithstanding any other provisions hereof, neither the CONTRACTOR nor the CITY shall be held responsible or liable for failure to meet their respective obligations under this CONTRACT, if such failure shall be due to causes beyond the CONTRACTOR'S or the CITY'S control. Such causes include but are not limited to: strikes, fire, flood, civil disorder, acts of God, acts of Federal Government, or any unit of state or local government in either sovereign or contractual capacity, epidemics, quarantine restrictions, or delays in transportation to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

ARTICLE 19 - CHILD SUPPORT ASSIGNMENT ORDERS.
This CONTRACT is subject to Section 10.10, Article 1, Chapter 1, Division 10 of the Los Angeles Administrative Code, Child Support Assignment Orders. The CONTRACTOR is required to complete a certification of compliance with child support obligations, which is incorporated herein by this reference. Pursuant to this Section, CONTRACTOR shall (1) fully comply with all State and Federal employment reporting requirements applicable to child support assignment orders; (2) certify that the CONTRACTOR is in compliance with any wage and earnings assignment orders and notices of assignment applicable to them personally; (3) fully comply with all lawfully served wage and earnings assignment orders and notices of assignment in accordance with California Family Code Section 5230 et seq.; and (4) maintain such compliance throughout the term of this CONTRACT. Pursuant to Section 10.10.b of the Los Angeles Administrative Code, failure of CONTRACTOR to comply with all applicable reporting requirements or to implement lawfully served wage and earnings assignment orders and notice of assignment or the failure of any CONTRACTOR to comply with any wage and earnings assignment orders and notices of assignment applicable to them personally shall constitute a default subjecting this CONTRACT to termination where such failure shall continue for more than ninety (90) days after notice of
such failure to CONTRACTOR by the CITY. Any subcontract entered into by the CONTRACTOR relating to this CONTRACT, to the extent allowed hereunder, shall be subject to the provisions of this paragraph and shall incorporate the provisions of the Child Support Assignment Orders ordinance. Failure of the CONTRACTOR to obtain compliance of its subcontractors shall constitute a default subjecting this CONTRACT to termination where such failure shall continue for more than ninety (90) days after notice of such failure to CONTRACTOR by the CITY. The CONTRACTOR shall comply with the Child Support Compliance Act of 1998 of the State of California Employment Development Department. The CONTRACTOR assures that to the best of its knowledge it is fully complying with the earnings assignment orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in subdivision (1) of the Public Contract Code 7110.

ARTICLE 20- NON-DISCRIMINATION
Unless otherwise exempt, this CONTRACT is subject to the non-discrimination provisions in Sections 10.8 through 10.8.2 of the Los Angeles Administrative Code, as amended from time to time. The CONTRACTOR shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the CITY. In performing this CONTRACT, CONTRACTOR shall not discriminate in its employment practices against any employee or applicant for employment because of such person’s race, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. Any subcontract entered into by CONTRACTOR, to the extent allowed hereunder, shall include a like provision for work to be performed under this CONTRACT. Failure of CONTRACTOR to comply with this requirement or to obtain the compliance of its SUBCONTRACTORS with such obligations shall subject CONTRACTOR to the imposition of any and all sanctions allowed by law, including but not limited to termination of CONTRACTOR’S CONTRACT with the CITY.

ARTICLE 21- EQUAL EMPLOYMENT PRACTICES
Unless otherwise exempt, this CONTRACT is subject to the equal employment practices provisions in Section 10.8.3 of the Los Angeles Administrative Code, as amended from time to time.
A. During the performance of this CONTRACT, CONTRACTOR agrees and represents that it will provide equal employment practices and CONTRACTOR and each SUBCONTRACTOR hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

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

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

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

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

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

D. CONTRACTOR shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation ascertain compliance with the Equal Employment Practices provisions of the CITY contracts. On their or either of their request CONTRACTOR shall provide evidence that he or she has or will comply therewith.

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

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

G. Notwithstanding any other provision of this CONTRACT, the CITY shall have any and all other remedies at law or in equity for any breach hereof.

H. Intentionally blank.

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

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

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

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

L. Any subcontract entered into by CONTRACTOR, to the extent allowed hereunder, shall include a like provision for work to be performed under this CONTRACT. Failure of CONTRACTOR to comply with this requirement or to obtain the compliance of its SUBCONTRACTORS with all such obligations shall subject CONTRACTOR to the imposition of any and all sanctions allowed by law, including but not limited to termination of the CONTRACTOR'S CONTRACT with the CITY.

ARTICLE 22- AFFIRMATIVE ACTION PROGRAM

Unless otherwise exempt, this CONTRACT is subject to the affirmative action program provisions in Section 10.8.4 of the Los Angeles Administrative Code, as amended from time to time.

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

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

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

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

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

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

D. CONTRACTOR shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of CITY contracts, and on their or either of their request to provide evidence that it has or will comply therewith.

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

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

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

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

I. <Intentionally blank>

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

K. CONTRACTOR shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or proposal or at the time it registers to do business with the CITY. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the CONTRACT. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, CONTRACTOR may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, CONTRACTOR must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the CONTRACT is awarded.

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

2. CONTRACTOR may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.
L. The Office of Contract Compliance shall annually supply the awarding authorities of the CITY with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and CONTRACTOR.

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

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

N. Any adjustments which may be made in the contractor's or supplier's work force to achieve the requirements of the CITY'S Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase...
in the size of the work force or replacement of those employees who leave the work force by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.

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

P. Intentionally blank.

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

ARTICLE 23 - SLAVERY DISCLOSURE ORDINANCE
Unless otherwise exempt in accordance with the provisions of this Ordinance, this Contract is subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code, as may be amended from time to time. CONTRACTOR/CONSULTANT certifies that it has complied with the applicable provisions of this Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this Contract.

ARTICLE 24 - CONTRACT SUBMITTALS
24.1 The following documents, submitted, reviewed and approved through the RFQ/SOQ process shall be part of the CONTRACT package:
   A. Official company name, owners and managers names and titles, business address, telephone numbers, and e-mail addresses.
B. CONTRACTOR's License(s) in California, classification(s), and expiration dates.

C. Listed Responsible Managing Officer (RMO) for CONTRACTOR’S License(s). Each firm must have a separate RMO.

D. CITY Business Tax Registration Certification.

E. Name and contact phone number(s) of three (3) competent persons who have the authority to commit to performing an emergency repair response. Include office, mobile and home telephone numbers and e-mail addresses.

F. List of full time staff with labor rates and classifications.

G. List of all equipment, with rates, model number, rating, and Caltrans Code.

H. Copy of company’s Injury and Illness Prevention Program. (Per the State of California Department of Industrial Relations Division of Occupational Safety and Health (DOSH), better known as Cal-OSHA, Subchapter 4, Construction Safety Orders, Article3 – General: Effective July 1, 1991, every employer shall establish, implement and maintain an effective Injury and Illness Prevention Program in accordance with Title 8, Section 3203 of the General Industry Safety Orders). Also include copies of confined space entry procedures and copies of all certificates, if any.

I. Division of Safety and Health (DOSH/Cal-OSHA) annual permit.

J. Signature sheet and non-collusion affidavit form. See attachment.

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

24.2 Nothing in this Article shall be construed as waiving the CITY’S right to require additional submittals from the CONTRACTOR based on the requirements of the work.

ARTICLE 25 – CONTACTS / PROPER ADDRESSES / NOTIFICATION

All notices shall be made in writing and may be given by personal delivery, by e-mail, facsimile, or by mail and sent to the designated contact person listed below or successor thereof.
To the ENGINEER:
Contact Person: Gene Edwards, GEO On-call Project Manager
Telephone No.: (213) 847-0463
E-Mail Address: GENE.EDWARDS@LACITY.ORG
Fax No.: (213) 847-0541
Address: Bureau of Engineering
1149 So. Broadway St., 1st Floor, Suite 120
Los Angeles, California 90015-2213
Attention: Gene Edwards, P.E., Project Manager
Geotechnical Engineering Group

To the INSPECTOR:
Contact Person: Frank Rinaldi, Acting Chief
Telephone No.: (213) 798-5156
E-Mail Address: FRANK.RINALDI@LACITY.ORG
Fax No.: (213) 847-2711
Address: Bureau of Contract Administration
1149 So. Broadway St. 3rd Floor
Los Angeles, California 90015-2213
Attention: Frank Rinaldi, Acting Chief Inspector

To the OFFICE OF CONTRACT COMPLIANCE:
Contact Person: Hannah Choi, Program Manager
Telephone No.: (213) 847-2677
E-Mail Address: HANNAH.CHOI@LACITY.ORG
Fax No.: (213) 847-2744
Address: Office of Contract Compliance
Bureau of Contract Administration
1149 So. Broadway St., 3rd Floor
Los Angeles, California 90015-2213
Attention: Hannah Choi
For APPROVAL OF SUBCONTRACTORS & PAYMENT PROCESSING:
Contact Person: Marc Wright
Telephone No.: (213) 847-2408
E-Mail Address: MARC.WRIGHT@LACITY.ORG
Fax No.: (213) 847-2780
Address: Bureau of Contract Administration
1149 So. Broadway St., 3rd Floor
Los Angeles, California 90015-2213
Attention: Marc Wright, Principal Construction Inspector

To the CONTRACTOR:
Contact Person: Mr. Gary E. Taylor, L.E.G.
Telephone No.: (805) 933-1331
E-Mail Address: getaylor@haywardbaker.com
Fax No: (805) 933-1338
Address: Hayward Baker, Inc.
17800 Lemonwood Drive
Santa Paula, CA 93060

ARTICLE 26 - AMERICANS WITH DISABILITIES ACT
The CONTRACTOR shall comply with the Americans with Disabilities Act 42 U.S.C.
Section 12101 et seq. and with the provisions of the Certification Regarding Compliance
with the Americans with Disabilities Act which is incorporated herein by this reference.

ARTICLE 27 - EQUAL BENEFITS ORDINANCE
Unless otherwise exempted in accordance with the provisions of this Ordinance, this
CONTRACT is subject to the applicable provisions of the Equal Benefits Ordinance (EBO)
Section 10.8.2.1 of the Los Angeles Administrative Code, as amended from time to time.
1. During the performance of the CONTRACT, the CONTRACTOR certifies and represents that the CONTRACTOR will comply with the EBO. The CONTRACTOR agrees to post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the performance of a Contract with the CITY of Los Angeles, the Contractor will provide equal benefits to employees with spouses and its employees with domestic partners. Additional information about the CITY of Los Angeles' Equal Benefits Ordinance may be obtained from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance at (213) 847-2605."

2. The failure of the CONTRACTOR to comply with the EBO will be deemed to be a material breach of the CONTRACT by the Awarding Authority.

3. If the CONTRACTOR fails to comply with the EBO the Awarding Authority may cancel, terminate or suspend the CONTRACT, in whole or in part, and all monies due or to become due under the CONTRACT may be retained by the CITY. The CITY may also pursue any and all other remedies at law or in equity for any breach.

4. Failure to comply with the EBO may be used as evidence against the CONTRACTOR in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.

5. If the BCA determines that a CONTRACTOR has set up or used its contracting entity for the purpose of evading the intent of the EBO, the Awarding Authority may terminate the CONTRACT on behalf of the CITY. Violation of this provision may be used as evidence against the CONTRACTOR in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.
ARTICLE 28 - SEVERABILITY
Should any portion of this CONTRACT be determined to be void or unenforceable, such shall be severed from the whole and the CONTRACT will continue as amended.

ARTICLE 29 - DISPUTES
Should a dispute or controversy arise concerning provisions of this CONTRACT or the performance of work hereunder, the parties may elect to submit such to a court of competent jurisdiction.

ARTICLE 30 - DECLARATIONS
30.1 The CONTRACTOR declares that he/she has read this CONTRACT and has abided by and agrees to the conditions herein and he/she hereby agrees to furnish all materials and do all the work required to complete the work of emergency geotechnical/structural repairs in accordance with each construction order issued or for each project awarded off the ON-CALL LIST. Furthermore, he/she has read and understands Ordinance No. 173677 of the “Determination of Contractor Responsibility Policy” of the CITY and he/she understands his/her obligations under this policy as an emergency on-call CONTRACTOR should the CONTRACT be awarded to his/her firm.

30.2 The CONTRACTOR declares that his/her CONTRACT is genuine, and not a sham or collusive, nor made in the interest or on behalf of any person not herein named, and that he/she has not directly or indirectly induced or solicited any other CONTRACTOR to put in a sham CONTRACT, or any other person, firm or corporation to refrain from requesting to be part of the CONTRACT, and that he/she has not in any manner sought by collusion to secure for himself/herself an advantage over any other CONTRACTOR.

30.3 This CONTRACT is expressly made for the benefit of the signatory parties only. It is not the intent of any of the signatory parties to create or discharge any duty, express or implied, to any party other than the signatory parties. Any benefit derived from
this CONTRACT by a third party is unintended and incidental to the purpose for which this CONTRACT is made.

30.4 The CONTRACTOR acknowledges that the CONTRACTOR is bound by the accompanying bond when completed by the surety.

30.5 The CONTRACTOR declares that the CONTRACTOR has read and understands the provisions of the Pollution Control - Sewage Spill Prevention and Response requirements and the BOARD'S Policy of Zero Spills requirements as contained in this RFQ and CONTRACT. When awarded this CONTRACT, the CONTRACTOR agrees to furnish all of the materials, supplies, tools, equipment, labor and other services necessary for the containment and cleanup of any sewage or other pollutant spills or leaks occurring during the performance of this CONTRACT. The CONTRACTOR further agrees to act immediately, without instructions from the ENGINEER or BCA, to contain and clean up any spill in any way involved with an assigned project without concern for who or what caused the spill.

ARTICLE 31 - ENTIRE CONTRACT
This CONTRACT, together with its Appendices I, II, III, IV, V, VI & VII (documents from the RFQ/SOQ package) contains all of the agreements, representations, and understandings of the parties hereto and supersedes and/or incorporates any previous understandings, proposals, commitments or agreements, whether oral or written, and may be modified or amended only as herein before provided.

This CONTRACT was originally authorized by the Council of the CITY on June 27, 2003, C.F. #03-0992, and approved by the BOARD on November 5, 2003. The Council and the BOARD, respectively, approved that all repairs authorized as urgent necessity may be awarded under emergency CONTRACT procedures.
IN WITNESS WHEREOF, the parties hereto have executed this CONTRACT on the day and year written below:

CITY OF LOS ANGELES:

By: [Signature]
Title: President, Board of Public Works
Date: 5-9-14

APPROVED AS TO FORM:

By: [Signature]
Title: Assistant City Attorney
Date: 5/9/14

By: __________
Title: Commissioner, Board of Public Works
Date: ______________

CONTRACTOR:

[Signature]
Name(s)

Vice President, Hayward Baker Inc.

(Insert "Sole Owner", "Partner", "President", etc.)

(Insert company's name)

at 1780 Lemonwood Drive, Santa Paula, CA 93060

(Insert company’s address here)

Contractor’s License No. 482246, License Classification A HAZ D-30

Expiration Date 11/30/2015

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

By: [Signature]
Date: May 5, 2014

See Attached Corporate Resolution Authorizing Gary E. Taylor to Sign Project Documents on Behalf of Hayward Baker Inc.

ATTEST:

[Signature]
Name(s)

CITY Clerk

(Insert title)

Date: 5/12/14