

ELEVATOR UPDATE & MAINTENANCE PROJECT

SPECIFICATION No. 15-02-EP

AT THE LOS ANGELES COUNTY LAW LIBRARY

FEBRUARY 6, 2015



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SECTION A
ELEVATOR UPGRADE AND MAINTENANCE PROJECT
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NOTICE INVITING SEALED BIDS

**NOTICE INVITING SEALED BIDS
ELEVATOR UPGRADE AND MAINTENANCE PROJECT
SPECIFICATION NO. 15-02-EP
AT THE LOS ANGELES COUNTY LAW LIBRARY**

PUBLIC NOTICE IS HEREBY GIVEN that the Los Angeles County Law Library as AGENCY, invites sealed bids for the above stated project and will receive such bids in the Administrative Office of the Library at 301 West 1st Street, Los Angeles, California, 90012 up to the hour of 2:00 p.m., on the 10th day of March, 2015. The bids will be publicly opened and read at 2:15 p.m. on the 10th day of March, 2015, in the Administrative Office of the Library.

The project to be constructed consists of the modernization and upgrade of Elevators #1 through 4 at the Agency (301 West 1st Street, Los Angeles), including installation of new car controllers and related machine room, door, hoistway and pit equipment, fixtures and communications equipment, provision of manufacturer warranties and ongoing repair, maintenance, and inspections for a period of 3 years with an option, at the Agency's sole discretion, to extend an additional 3 years..

Copies of the plans, specifications, and contract documents are available from the Library, 301 W. 1st Street, Los Angeles, CA 90012 upon payment of a **\$30.00 non-refundable fee if picked up, or payment of a \$40.00 non-refundable fee if mailed**. In accordance with the provisions of California Public Contract Code § 3300, and Business and Professions Code § 7028.15(e), the Agency has determined that the contractor shall possess a valid Class A contractor's license at the time that the contract is awarded. Failure to possess the specified license shall render a bidder's bid as non-responsive and shall bar award of the contract to any bidder not possessing the specified license at the time of the award.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 2600, SACRAMENTO, CA 95826. At the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material shall not be made unless and until the Registrar of Contractors verifies to the Agency that the records of the Contractors' State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law including, but not limited to, any appropriate disciplinary action by the Contractors' State Board. Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder. (Public Contract Code § 20103.5)

Bids must be prepared on the approved bid forms in conformance with INSTRUCTIONS TO BIDDERS and submitted in the pink envelopes provided, sealed and plainly marked on the outside:

“SEALED BID FOR ELEVATOR UPGRADE AND MAINTENANCE PROJECT
SPECIFICATION NO. 15-02-EP
DO NOT OPEN WITH REGULAR MAIL”

The bid must be accompanied by a bid guarantee in the amount of 10% of the total bid by 2:00 p.m. ON THE DATE ADVERTISED FOR THE OPENING OF BIDS. More specifically, pursuant to Public Contract Code §§ 20170 and 20171, all bids for the project shall be presented, under sealed cover and shall be accompanied by one of the following forms of bidder's security in the amount of ten percent (10%) of the bid: (a) cash; (b) a cashier's check made payable to the Los Angeles County Law Library; (c) a certified check made payable to the Los Angeles County Law Library; or (d) a bidder's bond executed by an admitted surety insurer made payable to the Los Angeles County Law Library. Such security shall be forfeited should the successful bidder to whom the contract is awarded fails to timely

execute the contract and to deliver the necessary bonds and insurance certificates as specified in the contract documents.

To the extent applicable, at any time during the term of the Agreement for the proposed project, the successful bidder may, at its own expense, substitute securities equivalent to the amount withheld as retention (or the retained percentage) in accordance with Public Contract Code § 22300.

Pursuant to California Civil Code § 3247, a payment bond is required to be submitted for all projects estimated in excess of \$25,000.00.

The Agency has determined that the proposed project is a public works subject to the provisions of Labor Code § 1720 thereby requiring the Contractor to pay the prevailing wage rates for all work performed under the Contract.

The Agency reserves the right to reject any and all bids.

If you have any questions, please contact Jaye Steinbrick, Senior Director of Information Services at (213) 785-2515.

BY ORDER OF the Board of Trustees of the Los Angeles County Law Library.

SECTION B
ELEVATOR UPGRADE AND MAINTENANCE PROJECT
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AT THE LOS ANGELES COUNTY LAW LIBRARY
INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS
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B1.01 INSPECTION OF SITE OF WORK

Bidders are required to inspect the site of the work in order to satisfy themselves, by personal examination or by such other means as they may prefer, of the location of the proposed work and as to the actual conditions of and at the site of work. If, during the course of his/her examination, a bidder finds facts or conditions which appear to him/her to conflict with the letter or spirit of the contract documents, or with any other data furnished him/her, he/she may apply to the Agency in writing in accordance with **B1.04 INTERPRETATION OF CONTRACT DOCUMENTS** for additional information and explanation before submitting his/her bid.

The submission of a proposal by the bidder shall constitute the acknowledgment that, if awarded the contract, he/she has relied and is relying on his/her own examination of (a) the site of the work, (b) the access to the site, and (c) all other data, matters, and things requisite to the fulfillment of the work and on his/her own knowledge of existing services and utilities on and in the vicinity of the site of the work to be constructed under the contract, and not on any representation or warranty of the Agency. No claim for additional compensation will be allowed which is based upon a lack of knowledge of these items.

B1.01A PRE-BID MEETING

A pre-bid meeting will be held at 10:00 am on the 17th day of February, 2015 to be held at the Agency at 301 West 1st Street, Los Angeles, CA. Attendance at this meeting is mandatory for all firms intending to submit bids for this project. Bids will not be accepted from any firm that did not attend the pre-bid meeting.

B1.02 EXAMINATION OF CONTRACT DOCUMENTS

Each bidder shall thoroughly examine and be familiar with legal and procedural documents, general conditions, specifications, drawings and addenda (if any). The submission of a proposal shall constitute an acknowledgment upon which the Agency may rely that the bidder has thoroughly examined and is familiar with the contract documents. The bidders' attention is directed to the need, if any, for special invoicing for this project. The failure or neglect of a bidder to receive or examine any of the contract documents shall in no way relieve him/her from any obligations with respect to his/her proposal or to the contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any contract document.

B1.03 CONTRACT PERIOD/CONSTRUCTION COMPLETION DATE

Bidder's attention is called to the provisions set forth in **SECTION E, STANDARD SPECIFICATIONS**, particularly those pertaining to the contract period and liquidated damages for avoidable delays.

The Contractor shall begin work within fifteen (15) calendar days after the date of the Notice to Proceed, and shall diligently prosecute said work to completion before the expiration **200 WORKING DAYS**. The Contractor shall pay to the Agency the sum of **\$200.00** per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

B1.04 INTERPRETATION OF CONTRACT DOCUMENTS

No oral interpretations will be made to any bidder as to the meaning of the contract documents. Requests for an interpretation shall be made in writing and delivered to the Agency on or before the 20th day of February, 2015. Interpretations by the Agency will be in the form of addenda to the contract documents

and posted publicly on the 27th day of February, 2015 for all parties to whom the contract documents have been issued. Agency makes no guarantee that all bidders will receive all addenda. Copies of addenda will also be made available for inspection at the office where contract documents are on file for inspection as indicated on the Invitation for Bids. All such addenda shall become part of the contract. All questions shall be addressed to Jaye Steinbrick, Senior Director of Information Services at (213) 785-2515 or jsteinbrick@lalawlibrary.org.

B1.05 SOIL INFORMATION

Soil reports have not been prepared for this project.

B1.06 PROPOSAL

Proposals shall be made on the forms enclosed in **SECTION C** of these specifications with or without removal from the contract documents. All proposals shall give the prices proposed, both in words and in numbers, shall give all other information requested herein, and shall be signed by the bidder or his/her authorized representative, with his/her address. If the proposal is made by an individual, his/her name, signature and mailing address must be shown; if made by firm or partnership, the name and mailing address of the firm or partnership and the signature of at least one of the general partners must be shown; if made by a corporation, the proposal shall show the name of the state under the laws of which the corporation is chartered, the name and mailing address of the corporation, and the name and title of the person who signs on behalf of the corporation. If the proposal is made by a corporation, a certified copy of the bylaws or resolution of the board of directors of the corporation shall be furnished demonstrating the authority of the officer signing the proposal to execute contracts on behalf of the corporation.

Each proposal shall be enclosed in a sealed envelope, labeled as specified in **SECTION A - NOTICE INVITING SEALED BIDS**. Bidders are warned against making erasures or alterations of any kind, and proposals which contain omissions, erasures or irregularities of any kind may be rejected. No oral, telegraphic or telephonic proposals or modifications will be considered.

In conformance with the Business and Profession Code, § 7028.15, the Contractor must state clearly his/her license number and expiration date. In addition he/she shall sign a statement that these representations were made under the penalty of perjury. This statement shall be made on the **EXPERIENCE STATEMENT** in **SECTION C**.

The contractor will be required to pay prevailing wage pursuant to California Law, including California Labor Code §§ 1770 et seq. Copies of the prevailing rate of per diem wages are on file at the offices of the Agency.

B1.07 ADDENDA

Each proposal shall include specific acknowledgment in the space provided on **SECTION C - BID PROPOSAL** of receipt of all addenda issued during the bidding period. Failure to so acknowledge may result in the proposal being rejected as not responsive.

B1.08 BID PRICES

Bid prices shall include everything necessary for the completion of construction and fulfillment of the contract including, but not limited to, furnishing all materials, equipment, tools, plant and other facilities and all management, superintendence, labor and services, except as may be provided otherwise in the contract documents. In the event of a difference between a price quoted in words and a price quoted in numbers for the same quotation, the words shall be the amount bid.

In preparing bid prices, bidder represents that he/she has carefully examined the Contract Documents and the site where the work is to be performed and that he/she has familiarized himself with all local conditions and federal, state and local laws, ordinances, rules, and regulations that may affect the

performance of the work in any manner. The bidder further represents that he/she has studied all surveys and investigation reports about subsurface and physical conditions pertaining to the job site, that he/she has performed such additional surveys and investigations as he/she deems necessary to complete the work at his/her bid price, and that he/she has correlated the results of all such data with the requirements of the Contract Documents. The submittal of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the conditions to be encountered, including locality, uncertainty of weather and all other contingencies, and as to the character, quality, quantities, and scope of the work.

To the extent the plans and specifications for the work show subsurface conditions or otherwise hidden conditions as the Agency supposes or believes them to exist, it is not intended or to be inferred that the conditions as shown thereon constitute a representation that such conditions are actually existent. Except as otherwise specifically provided in the Contract Documents, the Agency, the Design Engineer and their consultants or agents shall not be liable for any loss sustained by the Contractor as a result of any variance of such conditions as shown on the plans and the actual conditions revealed during the progress of the work or otherwise.

The Contractor shall perform an independent take-off of the plans and bid accordingly. Quantities listed in the **BID SCHEDULE** in **SECTION C** are intended only as a guide for the Contractor as to the anticipated order of magnitude of work. Contractor shall be responsible for verifying all estimated quantities. Contractor will be reimbursed for the quantity of items actually installed as required by the Contract Documents and shown on the plans to neat line and grade.

The Contractor will not be reimbursed for unauthorized work performed outside of that required by the Contract Documents.

B1.09 TAXES

No mention shall be made in the proposal of sales tax, use tax, or any other tax, as all amounts bid will be deemed and held to include any such taxes which may be applicable.

B1.10 RECOGNITION OF BONDING COMPANIES

All bonding companies used by the Contractor in this contract must be recognized by the Federal Government within Circular 570. All proposals or contracts received that include bonds posted by bonding companies not recognized in Circular 570 will result in the disqualification of the bid proposal and forfeiture of the bid bond.

B1.11 QUALIFICATION OF BIDDERS

Each bidder shall be skilled and regularly engaged in the general class or type of work called for under the contract. A statement setting forth his/her experience shall be submitted by each bidder on the **EXPERIENCE STATEMENT** form provided in **SECTION C**.

Each bidder shall possess a valid Contractor's License issued by the Contractor's State License Board at the time his/her bid is submitted. The class of license shall be applicable to the work specified in the contract. Each bidder shall also be licensed as a sales representative and authorized as a service representative by the manufacturer for each component product for which a warranty is required. Each bidder shall also have no less than: a) five (5) years' experience in projects of the magnitude and character of the work bid, including specifically, at least five (5) years' experience in the renovation, maintenance and inspection of hydraulic elevator systems of comparable size and age; b) three (3) positive references for the renovation of elevator systems of comparable size and age and three (3) positive references for the maintenance and inspection of elevator systems of comparable size and age; and c) a project manager or superintendent assigned to supervise this project with at least two (2) prior public works projects for public agencies.

It is the intention of the Agency to award a contract to a bidder who furnished satisfactory evidence that he/she has the requisite experience and ability, and that he/she has sufficient capital, facilities, and plant to enable him/her to prosecute the work successfully and properly, and to complete it within the time stated in the contract.

To determine the degree of responsibility to be credited to the bidder, the Agency will weigh any evidence that the bidder has performed satisfactorily other contracts of like nature, magnitude and comparable difficulty and comparable rates of progress. If in the opinion of the Agency, a bidder is determined to be insufficiently qualified, then that bidder will not be considered for award of the contract.

B1.12 DESIGNATION OF SUPPLIERS AND SUBCONTRACTORS

Each proposal shall have listed on the **DESIGNATION OF SUPPLIERS AND SUBCONTRACTORS** form provided in **SECTION C** the name and address of each subcontractor to whom the bidder proposes to sublet portions of the work in excess of one-half percent of the total amount of his/her bid. For the purpose of this paragraph, a subcontractor is defined as one who contracts with the Contractor to furnish materials and labor, or labor only for the performance of work at the site of the work or who will specially fabricate a portion of the work off the site pursuant to detailed drawings in the contract documents.

Public Contract Code § 4104 requires all bidders to list subcontractors who will perform work in excess of ½% of the total bid.

Public Contract Code § 6109 prohibits a contractor from performing work with a subcontractor who is debarred pursuant to Labor Code §§ 1777.1 or 1777.7.

B1.13 PROPOSAL GUARANTEE

The proposal shall be accompanied by a proposal guarantee bond duly completed on the form provided herewith by a guarantee company authorized to carry on business in the State of California for payments to the Agency in the sum of at least 10% of the total amount of the bid proposal, or alternatively by a certified or cashier's check payable to the Agency, or cash, in the sum of at least 10% of the total amount of the bid proposal. The amount payable to the Agency under the proposal guarantee shall be forfeited to the Agency in case of failure or neglect of the bidder to furnish, execute and deliver to the Agency the required bonds, evidence of insurance and to enter into, execute and deliver to the Agency the agreement on the form provided herewith, within ten (10) days after being notified in writing by the Agency that the award has been made and the agreement is ready for execution.

B1.14 MODIFICATION OF PROPOSAL

A modification of a bid proposal already received will be considered only if the modification is received before the time announced for the opening of bids. All modifications shall be made in writing, executed and submitted in the same form and manner as the original bid proposal.

B1.15 WITHDRAWAL OF PROPOSAL

A proposal may be withdrawn by a written request signed by the bidder. Such requests must be delivered to the Agency's designated official prior to the bid opening hour stipulated in **SECTION A – NOTICE INVITING SEALED BIDS**. Proposals may not be withdrawn after that time without forfeiture of the proposal guarantee. The withdrawal of a proposal will not prejudice the right of the bidder to submit a new proposal, providing there is time to do so.

B1.16 POSTPONEMENT OF BID OPENING

The Agency reserves the right to postpone the date and time for opening of bids at any time prior to the date and time announced in **SECTION A–NOTICE INVITING SEALED BIDS**.

B1.17 DISQUALIFICATION OF BIDDERS

If there is reason to believe that collusion exists among the bidders, none of the bids of the participants in such collusion will be considered. In the event that any bidder acting as a prime Contractor has an interest in more than one proposal, all such proposals will be rejected, and the bidder will be disqualified. This restriction does not apply to subcontractors or suppliers who may submit quotations to more than one bidder, and while doing so, may also submit a formal proposal as a prime Contractor.

B1.18 REJECTION OF PROPOSALS

The Agency reserves the right to reject any and all proposals, to waive any irregularity, and to reject any proposals which are incomplete, obscure or irregular; any proposals which omit a bid on any one or more items on which bids are required; which omit unit prices if unit prices are required; in which unit prices are unbalanced in the opinion of the Agency; which are accompanied by insufficient or irregular bid security; or which are from bidders who have previously failed to perform properly or to timely complete contracts of any nature.

B1.19 AWARD OF CONTRACT

The Contract will be awarded, if at all, to the lowest responsible and responsive bidder, whose bid proposal is not rejected for cause by the Agency. The lowest bid shall be the responsible and responsive bid with the lowest total cumulative cost for the entire performance period of all components of the project, including equipment, construction, maintenance, inspections and all other components of the work bid (calculated using simple summation without calculating interest or present value discount of future payments).

However, until an award is made, the Agency reserves the right to reject any or all bids, and to waive technical errors or discrepancies, if to do so is deemed to best serve the interests of the Agency. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the bidder to whom it is proposed to make such an award.

Each bidder's attention is directed to the possibility that the award of the project may be delayed for various reasons. The Agency reserves the right to delay the award of the project for 45 calendar days. After 45 calendar days, the low bidder may at any time request release from its bid without penalty.

The acceptance of a proposal will be evidenced by a Notice of Award of Contract in writing, delivered by mail to the bidder whose proposal is accepted. No other act of the Agency shall constitute acceptance of a proposal. The award of contract shall obligate the bidder whose proposal is accepted to furnish a performance bond, payment bond and maintenance bond, as well as evidence of insurance and to execute the contract set forth herein.

B1.20 RETURN OF PROPOSAL GUARANTEES

Within ten (10) calendar days after the bids are opened, the Agency will release the proposal guarantees accompanying the proposals which are not to be considered in making the award. Proposal guarantees for the two lowest responsive bidders will be held until the contract has been fully executed, after which they will be returned to the respective bidders.

B2.21 EXECUTION OF CONTRACT

The contract agreement shall be executed in duplicate by the successful bidder and returned, together with the contract bonds and evidence of insurance, within ten (10) calendar days after the notification of the contract award by the Agency in writing. In case of failure of the successful bidder to execute the contract agreement within ten (10) calendar days after such notice, or any subsequent extension approved by Agency, the Agency at its option may consider the bidder in default, in which case the bid bond or

proposal guarantee accompanying the bid shall become the property of the Agency. After execution by the Agency, one original contract shall be returned to the Contractor.

B1.22 FLEXIBILITY OF BID SCHEDULE

It is the intent of the Agency to award a contract to the lowest responsible and responsive bidder and the flexibility shown in the bid schedule is necessary to ensure a project within the Agency's budget limits and constraints.

SECTION C
ELEVATOR UPGRADE AND MAINTENANCE PROJECT
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AT THE LOS ANGELES COUNTY LAW LIBRARY

PROPOSAL INFORMATION AND DOCUMENTS

BID PROPOSAL
BID SCHEDULE
BID BOND
BID GUARANTEE
BIDDER INFORMATION
EXPERIENCE STATEMENT
DESIGNATION OF SUPPLIERS AND SUBCONTRACTORS

BID PROPOSAL
ELEVATOR UPGRADE AND MAINTENANCE PROJECT
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The undersigned, as bidder, declares that he/she has examined all of the contract documents and specifications contained in this project manual for the above referenced project, and that he/she will contract with the Agency on the form of contract provided herewith to do everything necessary for the fulfillment of this contract at the price, and on the terms and conditions therein contained.

The following are included and are to be considered as forming a part of this proposal: **BID PROPOSAL, BID SCHEDULE, BID BOND, NONCOLLUSION AFFIDAVIT, BID GUARANTEE** (if submitted in lieu of Bid Bond), **BIDDER INFORMATION, EXPERIENCE STATEMENT, DESIGNATION OF SUPPLIERS & SUBCONTRACTORS, BIDDER'S STATEMENT REGARDING INSURANCE COVERAGE, and STATEMENT REGARDING CONTRACTOR'S LICENSING LAWS.**

Contractor acknowledges receipt and inclusion of addenda _____ to _____ into this bid proposal and the contract documents.

Attached is a Bid Bond duly completed by a guarantee company authorized to carry on business in the State of California in the amount of at least 10% of the total amount of this proposal, or alternatively, there is attached a certified or cashier's check payable to the Agency or evidence of a cash payment to the Agency, in the amount of at least 10% of the total amount of our proposal.

If this proposal is accepted, we agree to sign the contract form and to furnish the Performance Bond and the Payment Bond (each to be 100% of the bid amount), **the Maintenance Bond (to be 100% of the cost of any subcontracted work)**, and the required evidences of insurance within ten (10) calendar days after receiving written Notice of Award of Contract.

We further agree if our proposal is accepted and a contract for the performance of the work is entered into with the Agency, to so plan the work and to prosecute it with such diligence that all of the work shall be completed within the time stipulated in **SECTION E - TIME OF COMPLETION.**

NAME OF BIDDER (FIRM): _____

MAILING ADDRESS: _____

STATE OF INCORPORATION: _____

TELEPHONE NUMBER: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

(If Company is a Corporation, provide corporate resolution per **B 1.06 PROPOSAL.**)

BID SCHEDULE
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The cost of all labor, services, material, equipment and installation necessary for the completion of the work itemized under this schedule, even though not shown or specified, shall be included in the unit price for the various items shown herein. For a description of the work associated with each bid item, see **SECTION E–SPECIAL PROVISIONS**. The Agency reserves the right to increase or decrease the quantity of any item or omit items as may be necessary, and the same shall in no way affect or void the contract, except that appropriate additions or deductions from the contract total price will be made at the stipulated unit price in accordance with these Contract Documents.

The Agency reserves the right to reject any and all bids, to waive any informality in a bid, and to make awards in the interest of the Agency.

The Contractor shall perform an independent take-off of the plans and bid accordingly. Quantities listed in this Bid Schedule are intended only as a guide for the Contractor as to the anticipated order of magnitude of work. The Contractor shall be responsible for verifying all estimated quantities. The Contractor will be reimbursed for the quantity of items actually installed as required by the Contract Documents, including addenda, and shown on the plans to neat line and grade.

The Contractor will not be reimbursed for work performed for his convenience, or as required to adapt to field conditions, or for unauthorized work performed outside of that required by the Contract Documents.

The Contractor shall be responsible for calculating and providing totals for the bid schedule. The proposal schedule shall include all costs for labor, services, material, equipment, and installation associated with completing the work in place per the plans, specifications and details.

NAME OF BIDDER (FIRM): _____
CONTRACTOR'S LICENSE NO.: _____
AUTHORIZED SIGNATURE: _____
TITLE: _____
DATE: _____
CONTRACTOR'S LICENSE NUMBER: _____

BID SCHEDULE (Continued)

**ELEVATOR UPGRADE AND MAINTENANCE PROJECT
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No.	Item Description	Estimated Quantity	Unit	Unit Price	Payment Reference	Item Amount
1						
2						
2						
3						
4						
5						
6						
7						

The Contractor shall be responsible for calculating and providing unit prices for the schedule. The proposal schedule shall include all costs for services, labor, materials, equipment, and installation associated with completing the work in place per the plans, specifications and details.

Bid Schedule Total: \$ _____

Bid Schedule Total (in words): _____

(Company Name of Bidder)

(Date)

SIGNER'S NAME (PRINT) _____

AUTHORIZED SIGNATURE: _____

BID BOND
ELEVATOR UPGRADE AND MAINTENANCE PROJECT
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KNOW ALL MEN BY THESE PRESENTS that Bidder _____, as PRINCIPAL, and _____, as SURETY, are held and firmly bound unto the Library as AGENCY, in the penal sum of _____ dollars (\$_____), which is ten percent (10%) of the total amount bid by PRINCIPAL to AGENCY for the above stated project, for the payment of which sum, PRINCIPAL and SURETY agree to be bound, jointly and severally, firmly by these presents.

The SURETY, for value received, hereby stipulates and agrees that the obligations of said SURETY and its BOND shall be in no way impaired or affected by any extension of the time within which the AGENCY may accept such Bid; and said SURETY does hereby waive notice of any such extension.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas PRINCIPAL is about to submit a bid to AGENCY for the above stated project, if said bid is rejected, or if said bid is accepted and a contract is awarded and entered into by PRINCIPAL in the manner and time specified, and PRINCIPAL provides the required payment and performance bonds and insurance coverages to AGENCY, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of AGENCY.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this ____ day of _____, 20__.

PRINCIPAL* _____
Firm: _____
Address: _____
City, State, Zip: _____
Name: (Sign and Print): _____
Title: _____
Address (If different than Firm): _____
Telephone: _____

SURETY* _____
Firm: _____
Address: _____
City, State, Zip: _____
Name: (Sign and Print): _____
Title: _____
Address (If different than Firm): _____
Telephone: _____

*Provide BIDDER and SURETY name, address and telephone number and the name, title, address and telephone number for their authorized representatives. Power of Attorney must be attached.

Subscribed and sworn to this day of....., 2011.

NOTARY PUBLIC _____ (SEAL)

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Note: The following statement shall be used if other than a bid surety bond accompanies bid.

“Accompanying this proposal is a certified check payable to the order of Los Angeles County Law Library in the amount of _____ Dollars (\$_____) which is at least ten percent (10%) of the total amount of this bid. The proceeds of this bid guarantee shall become the property of the Library provided this bid is accepted by said Library, through action of its legally constituted contracting authorities, and the undersigned fails to execute a contract and furnish the required bonds and insurance within the stipulated time. Otherwise, the proceeds of this bid guarantee shall be returned to the undersigned.”

NAME OF BIDDER:

MAILING ADDRESS:

.....

.....

AUTHORIZED SIGNATURE:

TITLE:

DATE:

**BIDDER INFORMATION
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BIDDER certifies that the following information is true and correct:

Name of Bidder:.....

Business Address:

Telephone:.....FAX:.....

E-mail:

Contractor's License No.:.....Date License Issued:

License Expiration Date:.....

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint venturers, and/or corporate officers having a principal interest in this proposal: (Name / Title / Address / Telephone)

.....
.....
.....
.....

Any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal are as follows: (Type of Judgment / Date)

.....
.....
.....
.....

All current and prior DBA's, aliases, and/or fictitious business names for any principal having an interest in this proposal are as follows: (Principal / DBA's / Applicable Dates)

.....
.....
.....

Prior Disqualification

Has your firm or any of its principals ever been disqualified from performing work for any City, County, Public or Private Contracting entity? Yes / No _____. If yes, provide the following information. (If more than once, use separate sheets):

Date:..... Entity:

Location:

Reason:.....

Provide Status and any Supplemental Statement:

.....

.....

.....

.....

Has your firm been reinstated by this entity? Yes / No

Violations of Federal or State Law

A. Has your firm or its officers been assessed any penalties by any agency for noncompliance, violations of Federal or State labor laws and/or business or licensing regulations within the past five (5) years relating to your construction projects?

Yes / No: Federal / State:

If “yes”, identify and describe, (including status):.....

.....

.....

.....

.....

Have the penalties been paid? Yes / No: _____

B. Does your firm or its officers have any ongoing investigations by any AGENCY regarding violations of the State Labor Code, California Business and Professions Code or State Licensing laws?

Yes / No: Codes / Laws:..... Section / Article:.....

If “yes”, identify and describe (including status):.....

.....

.....

I declare under penalty of perjury under the laws of the State of California that all of the representations made in this **BIDDER INFORMATION** are true and correct. Executed this _____ day of _____, 20____, at _____, California.

Authorized Representative Signature and Title_____

**EXPERIENCE STATEMENT
ELEVATOR UPGRADE AND MAINTENANCE PROJECT
SPECIFICATION NO. 15-02-EP
AT THE LOS ANGELES COUNTY LAW LIBRARY**

Pursuant to this **BID PROPOSAL** and **QUALIFICATION OF BIDDERS**, the following is a record of all of the Bidder's experience in construction of a type similar in magnitude and character to that contemplated under this contract. Included in this section should be a complete list of references for similar projects in terms of scope of work, value of work, and time constraints. The Contractor must demonstrate that he/she has experience with this type of project and can manage this project effectively. If necessary, additional numbered pages can be attached to this page. The Contractor must be properly licensed to perform the work in this project as determined by the State Contractor's License Board.

Project Title: _____

Client: _____

Project Title: _____ Client: _____

Date Completed: _____ Project Value: _____

Project Description: _____

Subject to Federal Labor Standards: Yes No

Project Title: _____

Client: _____

Project Title: _____ Client: _____

Date Completed: _____ Project Value: _____

Project Description: _____

Subject to Federal Labor Standards: Yes No

EXPERIENCE STATEMENT (Continued)
ELEVATOR UPGRADE AND MAINTENANCE PROJECT
SPECIFICATION NO. 15-02-EP
AT THE LOS ANGELES COUNTY LAW LIBRARY

Project Title: _____

Client: _____

Project Title: _____ Client: _____

Date Completed: _____ Project Value: _____

Project Description: _____

Subject to Federal Labor Standards: Yes No

Project Title: _____

Client: _____

Project Title: _____ Client: _____

Date Completed: _____ Project Value: _____

Project Description: _____

Subject to Federal Labor Standards: Yes No

Attached is a copy of manufacturer authorizations and a complete list of references, including contacting information, establishing qualification pursuant to B1.11 above.

I declare under penalty of perjury under the laws of the State of California that all of the representations made in this **EXPERIENCE STATEMENT** are true and correct. Executed this _____ day of _____, 20__, at _____, California.

Authorized Representative Signature and Title

**DESIGNATION OF SUPPLIERS AND SUBCONTRACTORS
ELEVATOR UPGRADE AND MAINTENANCE PROJECT
SPECIFICATION NO. 15-02-EP
AT THE LOS ANGELES COUNTY LAW LIBRARY**

The following is a list of subcontractors and suppliers, as defined in 2-3 SUBCONTRACTS of the Standard Specifications, who will perform work or provide materials of value in excess of one-half percent of the total bid price or \$10,000, whichever is greater.

No subcontractor shall perform work in excess of the amount specified in 2-3 SUBCONTRACTS of the Standard Specifications, without the written approval of the Agency.

The Contractor is responsible to ensure that appropriate provisions are to be inserted in all subcontracts to bind subcontractors to the contract requirements as contained herein.

Each subcontractor must agree to comply with all applicable Federal, State, and local requirements.

Name and Address of Subcontractor	Employer Tax Id #	MBE/ WBE (Y/N)	Work Subcontracted	Portion of Work (% of Contract Price)

These representations are made under the penalty of perjury under the laws of the State of California. The undersigned hereby certifies that each subcontractor has been notified in writing of its equal opportunity obligations.

NAME OF BIDDER: _____

AUTHORIZED SIGNATURE: _____

Date: _____

SECTION D
ELEVATOR UPGRADE AND MAINTENANCE PROJECT
SPECIFICATION NO. 15-02-EP
AT THE LOS ANGELES COUNTY LAW LIBRARY

CONTRACT INFORMATION AND DOCUMENTS
CONTRACT AGREEMENT
PAYMENT BOND
FAITHFUL PERFORMANCE BOND
MAINTENANCE BOND
NON-COLLUSION AFFIDAVIT
WORKER'S COMPENSATION INSURANCE CERTIFICATE
INSURANCE ENDORSEMENT
STATEMENT RE INSURANCE COVERAGE
STATEMENT RE THE CONTRACTOR'S LICENSING LAWS

ARTICLES OF AGREEMENT

ELEVATOR UPGRADE AND MAINTENANCE PROJECT, SPECIFICATION NO. 15-02-EP, AGREEMENT AT THE LOS ANGELES COUNTY LAW LIBRARY

THIS ELEVATOR UPGRADE AND MAINTENANCE PROJECT, SPECIFICATION NO. 15-02-EP, AGREEMENT (“AGREEMENT”) is made and entered into for the above-stated project this Xth day of Month, 20XX (*Board Action Date Here*), BY AND BETWEEN the Library, a public agency, hereafter designated as “AGENCY”, and CONTRACTOR’S BUSINESS NAME, a _____ (State) _____ (corporation, partnership, limited liability company, or other business form), hereafter designated as “CONTRACTOR.”

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I: Contract Documents

The contract documents for the ELEVATOR UPGRADE AND MAINTENANCE PROJECT, SPECIFICATION NO. 15-02-EP, shall consist of the Notice Inviting Sealed Bids, Instructions To Bidders, Bid Proposal, Bid Schedule, Standard Specifications, Special Provisions, and all referenced specifications, details, standard drawings, and appendices; together with two signed copies of the AGREEMENT, two signed copies of required bonds; one copy of the insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to ensure its completion in an acceptable manner (collectively referred to herein as the “Contract Documents”). All of the provisions of the Contract Documents are made a part hereof as though fully set forth herein.

ARTICLE II: Scope of Work

For and in consideration of the payments and agreements to be made and performed by AGENCY, CONTRACTOR agrees to furnish all materials and equipment and perform all work required for the above-stated project, and to fulfill all other obligations as set forth in the aforesaid contract documents.

AGENCY hereby employs CONTRACTOR to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices provided herein, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in this AGREEMENT.

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to this AGREEMENT, CONTRACTOR offers and agrees to assign to the AGENCY all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (Section 16700, et seq.) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be

made and become effective at the time the awarding body tenders final payment to CONTRACTOR, without further acknowledgment by the parties.

ARTICLE III: Compensation

A. CONTRACTOR agrees to receive and accept the prices set forth in the Bid Proposal and Bid Schedule as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. In no event shall the total compensation and costs payable to CONTRACTOR under this Agreement exceed the sum of _____ Dollars (\$ _____), unless specifically approved in advance and in writing by AGENCY

Such compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid Contract Documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

B. This AGREEMENT is subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to Contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with that Article. This AGREEMENT hereby incorporates the provisions of Article 1.7 as though fully set forth herein.

C. At the request and expense of CONTRACTOR, securities equivalent to the amount withheld shall be deposited with AGENCY, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to CONTRACTOR upon Agency's confirmation of CONTRACTOR'S satisfactory completion of this AGREEMENT. At any time during the term of this AGREEMENT CONTRACTOR may, at its own expense, substitute securities for funds otherwise withheld as retention (or the retained percentage) in accordance with Public Contract Code § 22300.

ARTICLE IV: Labor Code

AGENCY and CONTRACTOR acknowledge that this AGREEMENT is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and public agencies and agree to be bound by all the provisions thereof as though set forth fully herein. Full compensation for conforming to the requirements of the Labor Code and with other Federal, State and local laws related to labor, and rules, regulations and ordinances which apply to any work performed pursuant to this AGREEMENT is included in the price for all contract items of work involved.

This AGREEMENT is further subject to prevailing wage law, including, but not limited to, the following:

A. The CONTRACTOR shall pay the prevailing wage rates for all work performed under the AGREEMENT. When any craft or classification is omitted from the general prevailing wage determinations, the CONTRACTOR shall pay the wage rate of the craft or classification most closely related to the omitted classification. The CONTRACTOR shall forfeit as a penalty to AGENCY \$200.00 or any greater penalty provided in the Labor Code for each Calendar Day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done under the AGREEMENT in violation of the provisions of the Labor Code whether such worker is employed in the execution of the work by CONTRACTOR or by any Subcontractor under CONTRACTOR. In addition, CONTRACTOR shall pay each worker the difference between such prevailing wage rates and the amount paid to each worker for each Calendar Day, or portion thereof, for which each worker was paid less than the prevailing wage rate.

B. CONTRACTOR shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that CONTRACTOR is responsible for compliance with Section 1777.5 by all of its subcontractors.

C. Pursuant to Labor Code § 1776, CONTRACTOR and any subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with this AGREEMENT. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Labor Code §§ 1811, and 1815 for any work performed by his or her employees on the public works project. The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours as required by Labor Code § 1776.

D. This AGREEMENT is further subject to 8-hour work day and wage and hour penalty law, including, but not limited to, Labor Code Sections 1810 and 1813, as well as California nondiscrimination laws, as follows:

CONTRACTOR shall strictly adhere to the provisions of the Labor Code regarding the 8-hour day and the 40-hour week, overtime, Saturday, Sunday and holiday work and nondiscrimination on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or sexual orientation, except as provided in Section 12940 of the Government Code. Pursuant to the provisions of the Labor Code, eight hours' labor shall constitute a legal day's work. Work performed by CONTRACTOR's employees in excess of eight hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. CONTRACTOR shall forfeit as a penalty to AGENCY \$25.00 or any greater penalty set forth in the Labor Code for each worker employed in the execution of the work by CONTRACTOR or by any Subcontractor of

CONTRACTOR, for each Calendar Day during which such worker is required or permitted to the work more than eight hours in one Calendar Day or more than 40 hours in any one calendar week in violation of the Labor Code.

E. This AGREEMENT is subject to Public Contract Code Section 6109: CONTRACTOR shall be prohibited from performing work on this project with a subcontractor who is ineligible to perform work on the project pursuant to Sections 1777.1 or 1777.7 of the Labor Code.

ARTICLE V: Work Site Conditions

A. In compliance with and pursuant to Government Code Section 4215, AGENCY shall assume the responsibility, as between the parties to this AGREEMENT, for the timely removal, relocation, or protection of existing main- or trunk-line utility facilities located on the site of any construction project that is a subject of this AGREEMENT, if such utilities are not identified by AGENCY in the plans and specifications made a part of the invitation for bids. The Contract Documents shall include provisions to compensate CONTRACTOR for the costs of locating, repairing damage not due to the failure of CONTRACTOR to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work. CONTRACTOR shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of AGENCY or the owner of a utility to provide for removal or relocation of such utility facilities.

B. To the extent that the work requires trenches in excess of five feet (5') and is estimated to cost more than \$25,000, prior to any excavation, CONTRACTOR must provide the AGENCY, or a registered civil or structural engineer employed by the AGENCY to whom authority has been delegated to accept such plans, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. Nothing in this section shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders.

C. This AGREEMENT is further subject to Public Contract Code Section 7104 with regard to any trenches deeper than four feet (4') involved in the proposed work as follows:

CONTRACTOR shall promptly, and before the following conditions are disturbed, notify AGENCY, in writing, of any:

(1) Material that CONTRACTOR believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with existing law.

(2) Subsurface or latent physical conditions at the site differing from those indicated by all available information provided prior to the deadline for submission of bids.

(3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

AGENCY shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or involve hazardous waste, and cause a decrease or increase in CONTRACTOR's cost of, or the time required for, performance of any part of the work, AGENCY shall issue a change order under the procedures described in this AGREEMENT.

In the event that a dispute arises between AGENCY and CONTRACTOR whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in CONTRACTOR's cost of, or time required for, performance of any part of the work, CONTRACTOR shall not be excused from any scheduled completion date provided in the AGREEMENT, but shall proceed with all work to be performed under the AGREEMENT. CONTRACTOR shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

ARTICLE VI: Insurance

A. With respect to performance of work under this AGREEMENT, CONTRACTOR shall maintain, and shall require all of its subcontractors to maintain, insurance as required by Section E "Standard Specifications" of the Contract Documents.

B. This AGREEMENT is further subject to Workers' Compensation obligations, including, but not limited to, California Labor Code Sections 1860 and 1861 as follows:

CONTRACTOR shall take out and maintain, during the life of this contract, Worker's Compensation Insurance for all of CONTRACTOR's employees employed at the site of improvement; and, if any work is sublet, CONTRACTOR shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by CONTRACTOR. CONTRACTOR and any of CONTRACTOR's subcontractors shall be required to provide AGENCY with a written statement acknowledging its obligation to secure payment of Worker's Compensation Insurance as required by Labor Code § 1861; to wit: 'I am aware of the provisions of Section 3700 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 I will comply with such provisions before commencing the performance of the work of this contract.' If any class of employees engaged in work under this AGREEMENT at the site of the Project is not protected under any Worker's Compensation law, CONTRACTOR shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. CONTRACTOR shall indemnify and hold harmless AGENCY for any damage resulting from failure of either CONTRACTOR or any subcontractor to take out or maintain such insurance.

ARTICLE VII: Indemnification

To the fullest extent permitted by law, CONTRACTOR shall, at its sole cost and expense, fully defend, indemnify and hold harmless AGENCY, its authorized representatives and their respective subsidiaries, affiliates, members, directors, officers, employees and agents (collectively, the “Indemnitees”) from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, and expenses, including but not limited to any fees of accountants, attorneys or other professionals (collectively “Liabilities”), arising out of, in connection with, resulting from or related to, any alleged act, omission, fault or negligence of CONTRACTOR, CONTRACTOR’s Representative, or any of its officers, agents, employees, Subcontractors or Suppliers, or any person or organization directly or indirectly employed by any of them (Collectively, the “Indemnitors”), in connection with or relating to or claimed to be in connection with or relating to the work performed under this AGREEMENT. CONTRACTOR shall not be entitled to any refund of attorneys’ fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.

CONTRACTOR shall not be required to defend or indemnify AGENCY for liabilities caused by the sole active negligence or willful misconduct of the AGENCY.

If CONTRACTOR is a joint venture or partnership, each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of CONTRACTOR that are assumed under or arise out of this AGREEMENT. Each of such venturers or partners waives notice of the breach or non-performance of any undertaking or obligation of CONTRACTOR contained in, resulting from or assumed under this AGREEMENT, and the failure to give any such notice shall not affect or impair such venturer’s or partner’s joint and several liability hereunder.

ARTICLE VIII: Binding Effect

AGENCY and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto and to its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents. This AGREEMENT is not assignable nor the performance of either party’s duties delegable without the prior written consent of the other party. Any attempted or purported assignment or delegation of any of the rights of obligations of either party without the prior written consent of the other shall be void and of no force and effect.

ARTICLE IX: Dispute Resolution

A. In the event of a dispute arising out of the terms of this AGREEMENT, including any action brought to declare the rights granted herein or to enforce any of the terms of this AGREEMENT, the party prevailing in such dispute shall be entitled to all reasonable costs and litigation expenses actually incurred, including fees of attorneys and expert witnesses. Any court action arising out of this AGREEMENT shall be filed in the Los Angeles County Superior Court. Any alternative dispute resolution proceeding arising out of this AGREEMENT shall be heard in the City of Los Angeles.

B. AGENCY shall have full authority to compromise or otherwise settle any claim relating to this AGREEMENT or any part hereof at any time. AGENCY shall provide timely

notification to CONTRACTOR of the receipt of any third-party claim relating to this AGREEMENT. AGENCY shall be entitled to recover its reasonable costs incurred in providing the notification required by this section.

C. This AGREEMENT is further subject to the provisions of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the Public Contract Code regarding the resolution of public works claims of less than \$375,000. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by Contractor, for the response to such claims by the Agency, for a mandatory meet and confer conference upon the request of Contractor, for mandatory nonbinding mediation in the event litigation is commenced, and for mandatory judicial arbitration upon the parties' failure to resolve the dispute through mediation. This AGREEMENT hereby incorporates the provisions of Article 1.5 as though fully set forth herein.

ARTICLE X: Independent Contractor

CONTRACTOR is and shall at all times remain as to AGENCY, a wholly independent contractor. Neither AGENCY nor any of its agents shall have control of the conduct of CONTRACTOR or any of CONTRACTOR's employees, except as herein set forth. CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of AGENCY.

ARTICLE XI: Taxes

CONTRACTOR is responsible for paying all retail, sales and use, transportation, export, import, special or other taxes and duties applicable to, and assessable against any work, materials, equipment, services, processes and operations incidental to or involved in this AGREEMENT. The CONTRACTOR is responsible for ascertaining and arranging to pay such taxes and duties. The prices established in this AGREEMENT shall include compensation for any taxes the CONTRACTOR is required to pay by laws and regulations in effect as of the execution of this AGREEMENT.

ARTICLE XII: Notices

All notices and communications shall be sent in writing to the parties at the following addresses:

AGENCY:

Sandra Levin, Executive Director
Jaye Steinbrick, Senior Director, Information Services
LOS ANGELES COUNTY LAW LIBRARY
301 W. 1st Street
Los Angeles, CA 90012

CONTRACTOR: [INSERT CONTACT]

BUSINESS NAME
Mailing Street Address
City, State Zip Code

ARTICLE XIII: Entire Agreement

This AGREEMENT supersedes any and all other agreements, either oral or written, between the parties and contains all of the covenants and agreements between the parties pertaining to the work of improvements described herein. Each party to this AGREEMENT acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statement or promise not contained in this AGREEMENT shall not be valid or binding. Any modification of this AGREEMENT will be effective only if signed by the party to be charged.

The benefits and obligations of this AGREEMENT shall inure to and be binding upon the representatives, agents, partners, heirs, successors and assigns of the parties hereto. This AGREEMENT shall be construed pursuant to the laws of the State of California.

ARTICLE XIV: Authority to Contract

The signatories hereto represent that they are authorized to sign on behalf of the respective parties they represent and are competent to do so, and each of the parties hereto hereby irrevocably waives any and all rights to challenge signatures on these bases.

ARTICLE XV: General Provisions

A. All reports, documents or other written material (“written products” herein) developed by CONTRACTOR in the performance of this Agreement shall be and remain the property of AGENCY without restriction or limitation upon its use or dissemination by AGENCY. CONTRACTOR may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by CONTRACTOR.

B. In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability, medical condition or any other unlawful basis.

C. The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph at the head of which it appears, the section or paragraph hereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

D. The waiver by AGENCY or CONTRACTOR of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by AGENCY or CONTRACTOR unless in writing.

E. Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies.

F. CONTRACTOR shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to AGENCY under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to CONTRACTOR under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of AGENCY. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of AGENCY or as part of any audit of AGENCY, for a period of three (3) years after final payment under the Agreement.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this AGREEMENT to be executed in duplicate by setting hereunto their names, titles, hands, and seals this Xth day of Month, 20XX (*Board Action Date Here*)

CONTRACTOR: Contractor's Business Name

Contractor's Signature/ Name, Title
Contractor's License No. XXXXXX

Subscribed and sworn to this _____ day of _____, 20__.

NOTARY PUBLIC _____ (SEAL)

AGENCY:

President of the Board of Trustees
Los Angeles County Law Library

Date

(EXECUTE IN DUPLICATE)

PAYMENT BOND
ELEVATOR UPGRADE AND MAINTENANCE PROJECT,
SPECIFICATION NO. 15-02-EP
AT THE LOS ANGELES COUNTY LAW LIBRARY

WHEREAS, the Library, as AGENCY has awarded to Contractor's Business Name, as CONTRACTOR, a contract for the above-stated project;

AND WHEREAS, CONTRACTOR is required to furnish a bond in connection with the contract, to secure the payment of claims of laborers, mechanics, material persons, and other persons as provided by law;

NOW THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held and firmly bound unto AGENCY in the sum of **[DESCRIBE; 100% OF TOTAL SUBCONTRACTED AMOUNT—TO BE INSERTED BY CONTRACTOR]** Dollars (\$XXX,XXX.XX) which is one hundred percent (100%) of the total contract amount for the above-stated project, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH that if CONTRACTOR, its heirs, executors, administrators, successors, assigns or subcontractors, shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor withheld, and to pay over to the Employment Development Department from the wages of employees of the CONTRACTOR and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the surety or sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, SURETY will pay reasonable attorneys' fees to the plaintiffs and AGENCY in an amount to be fixed by the court.

This bond shall inure to the benefit to any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

The SURETY hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or the specifications accompanying it shall in any manner affect SURETY's obligations on this bond. The SURETY hereby waives notice of any such change, extension, alteration or addition and hereby waives the requirements of Section 2845 of the Civil Code as a condition precedent to any remedies AGENCY may have.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this day of _____, 20__.

PRINCIPAL*

Firm: _____

Address: _____

Contractor* Contractor's Signer's Name, Title
Contractor's Business Name
Mailing Street Address
City, State, Zip Code
Telephone #

Contractor Signer's Name: (Print): _____

Contractor's Signature: _____

Title: _____

Address (If different than Firm): _____

Telephone: _____

SURETY

Firm: _____
Address: _____
City, State, Zip: _____
Surety Signer's Name: (Print): _____
Surety Signers Signature: _____
Title: _____
Address (If different than Firm): _____
Telephone: _____

*Provide CONTRACTOR and SURETY name, address and telephone number and the name, title, address and telephone number for the respective authorized representatives. Power of Attorney must be attached.

Subscribed and sworn to this ___ day of _____, 20__.

NOTARY PUBLIC.....

(SEAL)

(EXECUTE IN DUPLICATE)

**FAITHFUL PERFORMANCE BOND
ELEVATOR UPGRADE AND MAINTENANCE PROJECT,
SPECIFICATION NO. 15-02-EP
AT THE LOS ANGELES COUNTY LAW LIBRARY**

KNOW ALL PERSONS BY THESE PRESENTS That Contractor's Business Name, hereinafter referred to as "CONTRACTOR" as PRINCIPAL, and _____, a corporation duly organized and doing business under and by virtue of the laws of the State of California and duly licensed for the purpose of making, guaranteeing, or becoming sole surety upon bonds or undertakings as Surety, are held and firmly bound unto the **LOS ANGELES COUNTY LAW LIBRARY**, hereinafter referred to as the "AGENCY" in the sum of **[100% OF TOTAL CONTRACT AMOUNT—TO BE INSERTED BY CONTRACTOR]**Dollars (\$XXX,XXX.XX); which is one hundred percent (100%) of the total contract amount for the above stated project; lawful money of the United States of America for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, assigns and successors, jointly and severally, firmly by these presents. THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas CONTRACTOR has been awarded and is about to enter into a Contract with AGENCY to perform all work required pursuant to the contract documents for the project entitled: **ELEVATOR UPGRADE AND MAINTENANCE PROJECT, SPECIFICATION NO. 15-02-EP CONTRACT** which Contract is by this reference incorporated herein, and is required by AGENCY to give this Bond in connection with the execution of the Contract;

NOW, THEREFORE, if CONTRACTOR and his or her Subcontractors shall well and truly do and perform all the covenants and obligations of the Contract on his or her part to be done and performed at the times and in the manner specified herein including compliance with all Contract specifications and quality requirements, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect;

PROVIDED, that any alterations in the work to be done, or in the material to be furnished, which may be made pursuant to the terms of the Contract, shall not in any way release CONTRACTOR or the Surety thereunder, nor shall any extensions of time granted under the provisions of the Contract release either CONTRACTOR or said Surety, and notice of such alterations of extensions of the Contract is hereby waived by said Surety.

In the event suit is brought upon this Bond by AGENCY and judgment is recovered, said Surety shall pay all costs incurred by AGENCY in such suit, including a reasonable attorney's fee to be fixed by the Court. IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this ____ day of _____, 20__ ...

Contractor*

Signature of Signer: _____
Name, Title of Signer _____
Contractor's Business Name _____
Mailing Street Address _____
City, State, Zip Code _____
Telephone # _____

SURETY*.....

Signature of Signer: _____
Name, Title of Signer _____
Surety's Business Name _____

Mailing Street Address _____
City, State, Zip Code _____
Telephone # _____

* Power of Attorney must be attached.

Subscribed and sworn to this ____ day of _____, 20__

NOTARY PUBLIC.....

(SEAL)

(EXECUTE IN DUPLICATE)

**MAINTENANCE BOND
ELEVATOR UPGRADE AND MAINTENANCE PROJECT,
SPECIFICATION NO. 15-02-EP
AT THE LOS ANGELES COUNTY LAW LIBRARY**

KNOW ALL PERSONS BY THESE PRESENTS THAT WHEREAS, the Library, as AGENCY has awarded to Contractor's Business Name, as CONTRACTOR, a contract for the above-stated project.

AND WHEREAS, CONTRACTOR is required to furnish a bond in connection with the contract guaranteeing maintenance thereof;

NOW, THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held firmly bound unto AGENCY in the sum of 50% OF TOTAL CONTRACT AMOUNT—TO BE INSERTED BY CONTRACTOR Dollars (\$XXX,XXX.XX), which is fifty percent (50%) of the total contract amount for the above-stated project to be paid to AGENCY, its successors and assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if CONTRACTOR shall remedy without cost to AGENCY any defects which may develop during a period of one (1) year from the date of recordation of the Notice of Completion of the work performed under the contract, provided such defects are caused by defective or inferior materials or work, then this obligation shall be void; otherwise it shall be and remain in full force and effect. In case suit is brought upon this bond, SURETY will pay reasonable attorneys' fees to the AGENCY in an amount to be fixed by the court.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this ____ day of _____, 20__.

Contractor*

Contractor's Signer's Name, Title
Contractor's Business Name
Mailing Street Address
City, State, Zip Code
Telephone #

SURETY*

*Provide CONTRACTOR and SURETY name, address and telephone number and the name, title, address and telephone number for their respective authorized representatives. Powers of Attorney must be attached.

Subscribed and sworn to this day of....., 20__.

NOTARY PUBLIC.....

(SEAL)

(EXECUTE IN DUPLICATE)

NON-COLLUSION AFFIDAVIT

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], at _____[city], _____[state].

Signature of Declarant

Printed Name of Declarant

WORKERS' COMPENSATION INSURANCE CERTIFICATE

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 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 I will comply with such provisions before commencing the performance of the work of this contract.

DATE: _____ Contractor's Business Name.

(Contractor)

By:

(Signature)

(Title)

Attest:

By:

(Signature)

(Title)

Note: See Section 7 Responsibility of the Contractor, Paragraph 7-3 of the Standard Specifications for insurance carrier rating requirements.

ENDORSEMENTS TO INSURANCE POLICY

Name of Insurance Company:

Policy Number:

Effective Date:

The following endorsements are hereby incorporated by reference into the attached Certificate of Insurance as though fully set forth thereon:

1. The naming of an additional insured as herein provided shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured, and
2. The additional insured named herein shall not be held liable for any premium or expense of any nature on this policy or any extensions thereof, and
3. The additional insured named herein shall not by reason of being so named be considered a member of any mutual insurance company for any purpose whatsoever, and
4. The provisions of the policy will not be changed, suspended, canceled or otherwise terminated as to the interest of the additional insured named herein without first giving such additional insured twenty (20) days' written notice.
5. Any other insurance held by the additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance, which is referred to by this certificate.
6. **The company provided insurance for this certificate is a company licensed to do business in the State of California with a Best's rating of A+ VIII or greater.**

It is agreed that the Library, its trustees, officers and employees, are included as Additional Insureds under the contracts of insurance for which the Certificate of Insurance is given.

Authorized Insurance Agent

Date: _____

**STATEMENT REGARDING INSURANCE COVERAGE
ELEVATOR UPGRADE AND MAINTENANCE PROJECT
SPECIFICATION NO. 15-02-EP
AT THE LOS ANGELES COUNTY LAW LIBRARY**

The undersigned representative of Bidder hereby certifies that he/she has reviewed the insurance coverage requirements specified in **7-3 LIABILITY INSURANCE** of Section E, Standard Specifications. Should Bidder be awarded the contract for the work, the undersigned further certifies that Bidder can meet all of these specification requirements for insurance including insurance coverage of his/her subcontractors.

NAME OF BIDDER:

MAILING ADDRESS:

.....

.....

AUTHORIZED SIGNATURE:

TITLE:

DATE:

**STATEMENT REGARDING CONTRACTOR'S LICENSING LAWS
ELEVATOR UPGRADE AND MAINTENANCE PROJECT
SPECIFICATION NO. 15-02-EP
AT THE LOS ANGELES COUNTY LAW LIBRARY**

[Business & Professions Code § 7028.15]

[Public Contract Code § 20103.5]

I, the undersigned, certify that I am aware of the following provisions of California law and that I, or the entity on whose behalf this certification is given, hold a currently valid California contractor's license as set forth below:

Business & Professions Code § 7028.15:

- a) **It is a misdemeanor for any person to submit a bid to a public agency to engage in the business or act in the capacity of a contractor within this state without having a license therefor,** except in any of the following cases:
 - (1)The person is particularly exempted from this chapter.
 - (2)The bid is submitted on a state project governed by Section 10164 of the Public Contract Code or on any local agency project governed by Section 20104 [now § 20103.5] of the Public Contract Code.
- b) If a person has been previously convicted of the offense described in this section, the court shall impose a fine of 20 percent of the price of the contract under which the unlicensed person performed contracting work, or four thousand five hundred dollars (\$4,500), whichever is greater, or imprisonment in the county jail for not less than 10 days nor more than six months, or both.

In the event the person performing the contracting work has agreed to furnish materials and labor on an hourly basis, "the price of the contract" for the purposes of this subdivision means the aggregate sum of the cost of materials and labor furnished and the cost of completing the work to be performed.
- c) This section shall not apply to a joint venture license, as required by Section 7029.1. However, at the time of making a bid as a joint venture, each person submitting the bid shall be subject to this section with respect to his/her individual licenser.
- d) This section shall not affect the right or ability of a licensed architect, land surveyor, or registered professional engineer to form joint ventures with licensed contractors to render services within the scope of their respective practices.
- e) Unless one of the foregoing exceptions applies, a bid submitted to a public agency by a contractor who is not licensed in accordance with this chapter shall be considered nonresponsive and shall be rejected by the public agency. Unless one of the foregoing exceptions applies, a local public agency shall, before awarding a contract or issuing a purchase order, verify that the contractor was properly licensed when the contractor submitted the bid. Notwithstanding any other provision of law, unless one of the foregoing exceptions applies, the registrar may issue a citation to any public officer or employee of a public entity who knowingly awards a contract or issues a purchase order to a contractor who is not licensed pursuant to this chapter. The amount of civil penalties, appeal, and finality of such citations shall be subject to Sections 7028.7 to 7028.13, inclusive. **Any contract awarded to, or any purchase order issued to, as contractor who is not licensed pursuant to this chapter is void.**

- f) Any compliance or noncompliance with subdivision (e) of this section, as added by Chapter 863 of the Statutes of 1989, shall not invalidate any contract or bid awarded by a public agency during which time that subdivision was in effect.
- g) A public employee or officer shall not be subject to a citation pursuant to this section if the public employee, officer, or employing agency made an inquiry to the board for the purposes of verifying the license status of any person or contractor and the board failed to respond to the inquiry within three business days. For purposes of this section, a telephone response by the board shall be deemed sufficient.

Public Contract Code § 20103.5:

In all contracts subject to this part where federal funds are involved, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the agency that the records of the Contractors' State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board. The agency shall include a statement to that effect in the standard form of pre-qualification questionnaire and financial statement. **Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.**

Contractors License Number: _____

License Expiration Date: _____

Authorized Signature: _____

Date: _____

SECTION E
ELEVATOR UPGRADE AND MAINTENANCE PROJECT
SPECIFICATION NO. 15-02-EP
AT THE LOS ANGELES COUNTY LAW LIBRARY

E-STANDARD SPECIFICATIONS

**STANDARD SPECIFICATIONS
ELEVATOR UPGRADE AND MAINTENANCE PROJECT
SPECIFICATION NO. 15-02-EP
AT THE LOS ANGELES COUNTY LAW LIBRARY**

0-1 STANDARD SPECIFICATIONS

Except as noted in section 0-3 below, the provisions of the 2012 Edition of the “Greenbook,” Standard Specifications for Public Works Construction (“SSPWC”), with the latest Supplements, prepared and promulgated under the oversight of Public Works Standards, Inc. (PWSI), and these modifications thereto are adopted as the “Standard Specifications” for the Agency. These Standard Specifications will be numbered as Sections 0 through 600 per the SSPWC.

0-2 NUMBERING OF SECTIONS

The numbering of sections and subsections in these amendments and modifications are compatible with the numbering of sections in the SSPWC. The Special Provisions stated below will be numbered as Sections 700 through 799. Subsections of architectural work may be numbered according to the Construction Specifications Institute (“CSI”) format.

0-3 AMENDMENTS AND MODIFICATIONS

The following sections of the SSPWC are amended as provided herein. In the event of any inconsistencies between the amendments outlined herein and the SSPWC, these amendments shall control.

1-2 DEFINITIONS

Add the following:

Agent—Shall include persons and companies, other than the Contractor, retained by the Agency to perform design and construction services in relation to the Work.

Acceptance—The Agency’s formal written acceptance of a project that has been completed in all respects in accordance with the plans and specifications and any modifications thereof.

Library—The Los Angeles County Law Library, as the Agency and Owner.

Board of Trustees—Board of Trustees of the Los Angeles County Law Library.

Construction Manager—Persons and/or company retained by the Agency to perform construction management services.

Design Engineer—Persons and/or company retained by the Agency to perform engineering design services.

Due Notice—A written notification, provided in due time, of a proposed action, where the contract requires such notification within a specified time (usually 48 hours or two working days) prior to the commencement of the contemplated action.

Engineer— the Owner’s Representative, whether or not such individual is trained or licensed as an engineer, or his/her authorized representative.

Owner's Representative-- The individual designated by the Board of Trustees to fulfill the responsibilities assigned by these documents to the Owner's Representative.

Prompt—The briefest interval of time required for a considered reply, including time required for approval by a governing body.

Standard Plans—"Standard Plans for Public Works Construction" - Latest edition of the Southern California Chapter of the American Public Works Association.

State Standard Specifications ("SSS")—Standard Specifications prepared by the State of California, Business and Transportation Agency, Department of Transportation.

State Standard Plans ("SSP")—Standard Plans prepared by State of California, Business and Transportation Agency, Department of Transportation.

Working Days—Any days, except: (1) Saturdays, Sundays, legal holidays on which the Agency is closed for business; (2) days when work is suspended by the Engineer for reasons unrelated to the performance of the contractor, and provided in Subsections 6-3 and 6-3.1; and (3) days determined to be non-working in accordance with Section 6-7 "Time of Completion".

1-3.3 INSTITUTIONS

Add the following:

AGCA	Associated General Contractors of America
APWA	American Public Works Association
ASME	American Society of Mechanical Engineers
CSI	Construction Specifications Institute
IEEE	Institute of Electric and Electronic Engineers
NFPA	National Fire Protection Association
SSPWC	Standard Specifications for Public Works Construction, as specified in Subsection 0-1
NEMA	National Electrical Manufacturers Association

2-1 AWARD AND EXECUTION OF THE CONTRACT

Add the following:

The Agency reserves the right to reject any or all proposals.

The Contract will be awarded, if at all, to the lowest responsible and responsive Bidder determined as provided on the Proposal Form, whose proposal complies with all the requirements prescribed. Such award, if made, will be made within the number of days stated in the proposal form. Refusal or failure to deliver the executed contract, bonds, or insurance in the form provided in the Contract and approved by the Agency's attorney within the time provided herein shall be cause, at the Agency's option, for the annulment of the award and forfeiture of the bid security. In such event, the Agency may successively award the Contract to the next lowest responsible and responsive Bidder until a properly executed

Contract, bonds, and insurance is obtained, or it may at any time reject all remaining bids and proceed as provided by law. The refusal or failure of a successive lowest responsible and responsive Bidder to execute the Contract may, at the Agency's option, result in an annulment of the award to that Bidder and the forfeiture of that Bidder's bid security. The periods of time specified above within which the award of the Contract may be made shall be subject to extension for such further period as may be agreed upon in writing between the Agency and the concerned Bidder.

The Agency reserves the right to waive any irregularities.

Within ten (10) calendar days after the date of the Notice of Award, the Contractor shall execute and return the following contract documents to the Agency:

- Contract Agreement (in duplicate)
- Faithful Performance Bond (in duplicate)
- Maintenance Bond (in duplicate)**
- Payment Bond (in duplicate)
- Public Liability and Property Damage Insurance Certificate (two original)
- Additionally Insured Endorsement
- Workers' Compensation Insurance Certificate (two original)

A corporation to which an award is made may be required, before the Contract agreement is executed by the Agency, to furnish evidence of its corporate existence, of its right to enter into contracts in the State of California, and that the officers signing the contract and bonds for the corporation have the authority to do so.

2-3 SUBCONTRACTS

2-3.1 GENERAL

Delete the third paragraph and replace with the following:

Subcontracting of more than one-half of one percent of the work for which no Subcontractor was designated in the original Bid will be allowed only in cases of public emergency or necessity and only after the Engineer makes a written finding of circumstances constituting public emergency or necessity.

Delete the fourth paragraph and replace with the following:

The Contractor must obtain written consent of the Board of Trustees to substitute a Subcontractor designated in the original Bid, to permit any subcontract to be assigned or transferred, or to otherwise allow a subcontract to be performed by anyone other than the originally designated Subcontractor.

Delete the fifth paragraph and replace with the following:

A violation of any of the above provisions will be considered a violation of the Contract, and the Agency may cancel the Contract and collect appropriate damages or assess the Contractor a penalty of not more than ten (10) percent of the subcontract involved.

Add the following:

If subcontracted work is not being performed in a satisfactory manner, the Agency will notify the Contractor of the need to take corrective action and the Engineer may report the facts to the Board of Trustees. Upon order by the Board of Trustees and the Contractor's receipt of written instructions from

the Engineer, the Subcontractor shall immediately be removed from the Work and may not again be employed on the Work.

2-3.3 STATUS OF SUBCONTRACTORS

Delete the paragraph and replace with the following:

All persons engaged in the Work, including Subcontractors and their employees, will be considered employees of the Contractor. The Contractor will be held responsible for their work. The Agency will deal directly and solely with the Contractor and make all payments to the Contractor.

2-4 CONTRACT BONDS

Add the following:

The PAYMENT BOND shall remain in force until thirty-five (35) days after the date of recordation of the Notice of Completion. The FAITHFUL PERFORMANCE BOND shall remain in force until the date of recordation of the Notice of Completion. The MAINTENANCE BOND shall remain in force until one (1) year after the date of recordation of the Notice of Completion.

All bonds must be accompanied by a Power of Attorney.

2-5 PLANS AND SPECIFICATIONS

2-5.1 GENERAL

Add the following:

All final locations determined in the field, and any deviations from the Plans and Specification, shall be marked in red on the documents to show the as-built conditions. Contractor shall maintain a complete and accurate record of all changes of construction from that shown in these plans and specifications for the purpose of providing a basis for construction record drawings. No changes shall be made without prior written approval of the Engineer. Upon completion of the Project, Contractor shall deliver this record of all construction changes to the Engineer along with a letter which declares that other than these noted changes "the Project was constructed in conformance with the Contract Documents". Final payment will not be made until this requirement is met.

As the figured dimensions shown on the drawings and in the specifications of the Contract may not in every case agree with scaled dimensions, the figured dimensions shall be followed in preference to the scaled dimensions, and drawings to a large scale shall be followed in preference to the drawings to a small scale. Should it appear that the work to be performed, or any related matter, are not sufficiently detailed or explained in the Contract documents, the Contractor shall apply to the Engineer for such further explanations as necessary, and shall conform to such further explanations provided by the Engineer as part of the Contract to the extent that it is consistent with the terms of the Contract.

Caution: The engineer preparing these plans will not be responsible or liable for unauthorized changes to or uses of these plans. All changes to the plans must be approved in writing by the Engineer.

2-6 WORK TO BE DONE

Add the following:

Any plan or method of work suggested by the Agency or the Engineer to the Contractor but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor; and the Agency and the Engineer shall assume no responsibility therefore and in no way be held liable for any defects in the work which may result from or be caused by use of such plan or method of work.

2-8 RIGHT-OF-WAY

Add the following:

When the Contractor arranges for additional work areas and facilities temporarily required by him/her, he/she shall provide the Agency with proof that the additional work areas and/or facilities have been left in a condition satisfactory to the owner(s) of said work areas and/or facilities prior to acceptance of the work.

2-9 SURVEY

Delete Section 2-9.3. Add the following:

The Contractor shall be responsible for all survey and layout of work.

The line and grades for construction will be parallel to and offset from the position of the work. From the established lines and grades, the Contractor shall extend the necessary lines and grades for construction of the work and shall be responsible for the correctness of same.

2-11 INSPECTION

Add the following:

The Agency shall inspect for compliance with requirements for 8-hour days and 40-hour weeks on normal working days. The Contractor shall reimburse the Agency, at rates established by the Agency, for any additional inspection, including inspection on legal holidays.

4-1 MATERIALS AND WORKMANSHIP

4-1.1 GENERAL

Add the following:

The Contractor and all subcontractors, suppliers, and vendors, shall guarantee that the entire Work will meet all requirements of this Contract as to the quality of materials, equipment, and workmanship. The Contractor, at no cost to the Agency, shall make any repairs or replacements made necessary by defects in materials, equipment, or workmanship that become evident within one year after the date of recordation of the Notice of Completion. Within this one year period, the Contractor shall also restore to full compliance with the requirements of this Contract any portion of the Work which is found not to meet those requirements. The Contractor shall defend, indemnify, and hold the Agency, its officers, agents, and employees harmless from claims of any kind due to injuries or damages arising, directly or indirectly, from said defects or noncompliance.

The Contractor shall make all repairs, replacements, and restorations within thirty-five (35) days after the date of the Engineers' written notice.

If, in the opinion of the Engineer, the defective work is not of sufficient magnitude or importance to make the work dangerous or undesirable, or if, in the opinion of the Engineer, the removal of such work is impractical or will create conditions which are dangerous or undesirable, the Agency shall have the right and authority to retain such work instead of requiring it to be removed and reconstructed, but will make such deductions thereof in the payments due or to become due to the Contractor as the Agency may deem just and reasonable.

The provisions of this section are in addition to and not a substitute for the maintenance, inspection and repair work included in the Work as described in the Special Provisions (Series 700).

4-1.4 TEST OF MATERIALS

Delete the third, fourth, and fifth sentences of the first paragraph and replace with the following:

Except as elsewhere specified, the Agency will bear the cost of testing material and/or workmanship which meet or exceed the requirements indicated in the Standard Specifications and the Special Provisions. The Contractor shall bear the cost of all other tests, including the retesting of material or workmanship that fails to pass the first test.

4-1.6 TRADE NAMES OR EQUALS

Delete the fourth sentence of the second paragraph and replace with the following:

Approval of equipment and materials offered as equivalents to those specified must be obtained in writing prior to the opening of bids as set forth in the Instructions to Bidders.

Add the following:

Along with information supplied by the Contractor regarding equivalency of the proposed item, the Contractor shall clearly identify all deviations from the specified item. Deviations discovered by the Engineer after acceptance of an "or equal" item which were not identified by the Contractor with his/her submittal shall be cause for rejection of the "or equal" item. Contractor shall be due no additional compensation in time or money for acceptance or rejection of a proposed "or equal" item and subsequent replacement with the item specified. Contractor shall pay cost to Agency for items requiring more than two submittals and analysis of any shop drawing which requires more than a general review of an "or equal" item.

5-1 LOCATION

Add the following Subsections:

5-1.1 MANDATORY NOTIFICATION PRIOR TO EXCAVATION

The Contractor's attention is direct to Section 4215.5 through 4217 of the Government Code of the State of California. This requires that two (2) working days prior to commencing any excavation "Underground Service Alert of Southern California" (USA) shall be notified by phone, toll free 1-800-227-2600, for the assignment of an Inquiry Identification Number.

Construction Contractor shall contact all utility companies at least five (5) working days prior to commencing work adjacent to known public utilities and shall verify the location of any known utilities and determine whether or not a representative of each company will be present during excavation:

No excavation shall commence unless the Contractor has obtained the USA Inquiry Identification Number.

5-1.2 ACCURACY OF UTILITIES INFORMATION

The locations of known existing major utilities, whether above ground or underground, are indicated on the plans. Information and data reflected in the Contract Documents with respect to underground and above ground utilities at or contiguous to the site is based upon information and data furnished to the Agency and the Engineer by the owners of such utilities, and the Agency does not assume responsibility for the accuracy or completeness thereof. The Contractor shall take all possible precautions for the protection of unforeseen utility lines to provide for uninterrupted service and to provide such special protection as may be necessary.

The Contractor shall be responsible for determining the location and depth of all underground facilities, including service connections, which may affect or be affected by his/her operations and he/she shall include the cost to pothole all utilities within the limits of work in his/her bid. If an existing utility line, which has been marked by Underground Service Alert or is shown on the plans, is damaged by the Contractor, the Contractor shall repair the line and bear the cost thereof.

Contractor shall be aware that electrical conduits between street and traffic lights may exist beneath pavement and/or sidewalk in areas where such lights are in place and that said conduits are not shown on these plans.

In the event that the Contractor damages any existing utility lines that are not shown, shown incorrectly or the locations of which are not made known to the Contractor prior to excavation, a telephone call and written report shall be made immediately to the Utility owner, the Engineer, and to the Agency. If directed by the Agency, the Contractor shall make repairs under the provisions for changes and extra work contained in **SECTION 3 - CHANGES IN WORK** of the SSPWC Standard Specification.

5-2 PROTECTION

Delete the following text from the last sentence of the fourth paragraph of Section 5-2: "if located as noted in 5-1".

5-4 RELOCATION

Delete the second sentence of the fourth paragraph and replace with the following:

When not otherwise required by the plans and specifications and when directed by the Engineer, the Contractor shall arrange for the relocation of service connections as necessary between the meter and property line, or between the meter and limits of construction.

5-5 DELAYS

Delete the last paragraph of this section.

6-1 CONSTRUCTION, SCHEDULE AND COMMENCEMENT OF WORK

Add the following:

Prior to issuing the Notice to Proceed, the Agency will schedule and conduct a pre-construction meeting with the Contractor to review the proposed construction schedule and delivery dates, arrange utility coordination, discuss construction methods, and clarify inspection procedures.

6-2 PROSECUTION OF WORK

Delete the last sentence of first paragraph and replace it with the following:

Should the Contractor fail to take the necessary steps to fully accomplish said purposes, after orders of the Engineer to do so, the Agency may suspend the work in whole or in part, until the Contractor takes said steps at no cost to the Agency.

Add the following:

The Contractor shall submit monthly progress reports to the Agency by the tenth day of each month. The report shall include an updated construction schedule. Any deviations from the original schedule shall be explained. Progress payments will be withheld pending receipt of any outstanding reports.

6-6 DELAYS AND EXTENSION OF TIME

6-6.1 GENERAL

Add the following Subsections:

6-6.1.1 Notice of Delays

Whenever the Contractor foresees any delay in the prosecution of the work, and in any event immediately upon the occurrence of any delay which the Contractor regards as unavoidable, he/she shall notify the Agency in writing of the probability of the occurrence of such delay and its cause so that the Agency may take immediate steps to prevent, if possible, the occurrence or continuance of the delay, or, if prevention is not possible, may determine whether the delay is to be considered avoidable or unavoidable, how long it continues, and to what extent it will delay the prosecution and completion of the work. It will be concluded that any and all delays which have occurred in the prosecution and completion of the work have been avoidable delays, except such delays as shall have been called to the attention of the Engineer at the time of their occurrence and found by him/her to have been unavoidable. The Contractor shall make no claims for any delay not called to the attention of the Engineer at the time of its occurrence as an unavoidable delay.

6-6.1.2 AVOIDABLE DELAYS

Avoidable delays in the prosecution or completion of the work shall include all delays which in the opinion of the Engineer would have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor of his/her subcontractors. The following shall be considered avoidable delays within the meaning of the contract: 1) Delays in the prosecution of parts of the work which may in themselves be unavoidable but do not necessarily prevent or delay the prosecution of other parts of the work or the completion of the whole work within the time herein specified; 2) Reasonable loss of time resulting from the necessity of submitting samples of materials and drawings to the Engineer for approval and from performing tests of materials, measurements, and inspections; 3) Reasonable interference of other contractors employed by the Agency and/or other contractors working in the area which do not necessarily prevent the completion of the whole work within the time agreed upon; 4) Delays resulting from inaccurate or incomplete shop drawing submittals; and 5) Interference of other contractors performing concurrent work.

6-6.1.3 Extension of Time

In case the work is not completed in the time specified, including such extensions of time as may have been granted for unavoidable delays, the Contractor will be assessed damages for delay in accordance with Paragraph 6-9.1. The Agency, however, shall have the right to grant an extension of time for avoidable delay if it is deemed in his/her best interest to do so. During such extension of time, the

Contractor will be charged for engineering and inspection services and other costs as provided in Paragraph 6-6.2.1 but will not be assessed damages pursuant to Paragraph 6-9.

6-6.2 EXTENSIONS OF TIME

Add the following Subsection:

6-6.2.1 COMPENSATION TO AGENCY FOR EXTENSION OF TIME

Compensation for extension of time for avoidable delay granted pursuant to Paragraph 6-6.1.3 shall be the actual cost to the Agency for engineering, inspection, general supervision, and overhead expenses which are directly chargeable to the work and which accrue during the period of such extension, except that the cost of final inspection and preparation of the final estimate shall not be included.

6-6.4 WRITTEN NOTICE AND REPORT

Delete the title and text of Section 6-6.4 and replace it with the following:

Requests for an extension of time must be delivered to the Agency within ten (10) consecutive calendar days following the date of the occurrence that caused the delay. The request must be submitted in writing and must state the cause of the delay, the date of the occurrence causing the delay, and the amount of additional time requested. This shall be included as part of a revised construction schedule required in Section 6-1. Requests for extensions of time shall be supported by all evidence reasonably available or known to the Contractor, which would support the extension of time requested. Requests for extensions of time, which are not received within the time specified above, shall result in the forfeiture of the Contractor's right to receive any extension of time requested.

If the Contractor is requesting an extension of time because of weather, he/she shall supply daily written reports to the Agency's representative describing such weather, and the work that could not be performed that day because of such weather or conditions resulting therefrom and that he/she otherwise would have performed.

6-7 TIME OF COMPLETION

6-7.2 WORKING DAY

Add the following:

The Contractor's activities shall be confined to the hours between 7:00 a.m. and 6:00 p.m. Monday through Friday. In addition, the Contractor shall not perform any Work on Saturday, Sunday, or on Agency-designated holidays. Agency-designated holidays are listed in **TABLE 1 – AGENCY-DESIGNATED HOLIDAYS** below. Deviation from these hours will be permitted upon approval of the Engineer, except in emergencies involving immediate hazard to persons or property.

Deviations from these hours will not be permitted without the prior consent of the Engineer, except in emergencies involving immediate hazard to persons or property. In the event of either a requested or emergency deviation, inspection service fees will be charged against the Contractor. Service fees will be calculated at overtime rates including benefits, overhead, and travel time; and will be deducted from the amounts due the Contractor.

Failure of the Contractor to adhere to working day requirements will result in damages being sustained by the Agency. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each OCCURRENCE of a working day or hours violation, as provided herein, the Contractor shall pay to the Agency, or have withheld from monies due to it, the sum of \$1,000.00.

TABLE 1 – AGENCY-DESIGNATED HOLIDAYS

New Year's Day
Martin Luther King, Jr. Birthday
Lincoln Day
Presidents' Day
Cesar Chavez Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

EXECUTION OF THE CONTRACT SHALL CONSTITUTE AGREEMENT BY THE AGENCY AND CONTRACTOR THAT \$1,000 PER VIOLATION IS THE MINIMUM VALUE OF THE COST AND ACTUAL DAMAGED CAUSED BY FAILURE OF THE CONTRACTOR TO LIMIT PERFORMANCE OF THE WORK BETWEEN THE ALLOTTED TIMES, THAT SUCH SUM SHALL NOT BE CONSTRUED AS A PENALTY, AND THAT SUCH SUM MAY BE DEDUCTED FROM PAYMENTS DUE THE CONTRACTOR IF SUCH DELAY OCCURS.

6-8 COMPLETION AND ACCEPTANCE

The following subsection is added to Subsection 6-8 of the SSPWC.

6-8.1 GENERAL GUARANTY

The Contractor shall remedy any defects in the Work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of the Work unless a longer period is specified. The Agency will give notice of observed defects with reasonable promptness.

6-9 LIQUIDATED DAMAGES

Delete the title and text of Section 6-9 and replace with the following:

6-9 FORFEITURE DUE TO DELAY

The Contractor shall complete all or any designated portion of the Work called for under the Contract within the time set forth in Part C (Proposal) of these Specifications.

In accordance with Government Code 53069.85, and all other applicable law, the Contractor agrees to forfeit and pay the Agency the amount of Five Hundred Dollars (\$500.00) per day for each and every day of unauthorized delay beyond the completion date, which shall be deducted from any monies due the Contractor. This payment shall be considered liquidated damages. Contractor agrees that such liquidated damages are reasonable under the circumstances existing at the time of execution of the contract, that such liquidated damages are to compensate Agency for losses that are difficult to measure and that such damages are not a penalty.

Failure of the Contractor to perform any covenant or condition contained in the Contract Documents within the time period specified shall constitute a material breach of this Contract entitling the Agency to terminate the Contract unless the Contractor applies for, and receives, an extension of time in accordance with the procedures set forth in Section 5-5.

Failure of the Agency to insist upon the performance of any covenant or conditions within the time period specified in the Contract Documents shall not constitute a waiver of the Contractor's duty to complete performance within the designated periods unless the Agency has executed a waiver in writing.

The Agency's agreement to waive a specific time provision or to extend the time for performance shall not constitute a waiver of any other time provision contained in the Contract Documents.

Failure of the Contractor to complete performance promptly within the additional time authorized in a waiver or extension of time agreement shall constitute a material breach of this Contract entitling the Agency to terminate this agreement.

The Contractor shall not be deemed in breach of this Contract and no forfeiture due to delay shall be made because of any delays in the completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor provided the Contractor requests an extension of time in accordance with the procedures set forth in Section 5-5. Unforeseeable causes of delay beyond the control of the Contractor shall include acts of God, acts of a public enemy, acts of the government, acts of the Agency, or acts of another contractor in the performance of a contract with the Agency, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather, or delays of subcontractors due to such causes, or delays caused by failure of the owner of a utility to provide for removal or relocation of existing utility facilities. Delays caused by actions or neglect of Contractor or his/her agents, servants, employees, officers, subcontractors, directors, or of any party contracting to perform part of all of the Work or to supply any equipment or materials shall not be excusable delays. Excusable delays (those beyond the Contractor's control) shall not entitle the Contractor to any additional compensation. The sole recourse of the Contractor shall be to seek an extension of time.

6-11 GUARANTEE

The Contractor shall warrant and guarantee the entire Work and all parts thereof, including that performed and constructed by subcontractors, and others employed directly or indirectly on the Work, against faulty or defective materials, equipment or workmanship for the maximum period provided by law. In addition thereto, for a period of one (1) year commencing on the date of acceptance of the Work, the Contractor shall, upon the receipt of notice in writing from the Agency, promptly make all repairs arising out of defective materials, workmanship or equipment and bear the cost thereof. The Agency is hereby authorized to make such repairs and the Contractor and Surety shall bear the cost thereof if, ten (10) days after the giving of such notice to the Contractor, the Contractor has failed to make or undertake with due diligence the repairs; provided, however, that, in the case of an emergency where, in the opinion of the Agency, delay could cause serious loss or damage, repairs may be made without notice being sent to the Contractor or Surety, and all expense in connection therewith shall be charged to the Contractor and Surety.

For the purpose of this article "Acceptance of the Work" shall mean the acceptance of the Work by the Agency in accordance with Subsection 6-8 but not for the purpose of extinguishing any covenant or agreement or agreement on the part of the Contractor to be performed or fulfilled under this Contract, which has not in fact been performed or fulfilled at the time of such acceptance all of such covenants and agreements, shall continue to be binding on the Contractor until they have been fulfilled.

The effective date of Acceptance of the Work and commencement of the Guarantee shall be the date of acceptance of the Notice of Completion by the Board of Trustees.

6-12 DISPUTES AND CLAIMS

6-12.1 GENERAL

Any and all decisions made on appeal pursuant to this Subsection 6-12 shall be in writing. Any “decision” purportedly made pursuant to this Subsection 6-12 that is not in writing shall not be binding upon the Agency and should not be relied upon by the Contractor.

Nothing in this subsection shall be considered as relieving the Contractor from his/her duty to file the notice required under Subsection 6-13 or other duties required by the Contract Documents.

6-12.2 ADMINISTRATIVE REVIEW

Request for review made to the Engineer may be either oral or written. Request for review made to the Executive Director of the Agency shall be made in writing with supporting evidence attached.

The Contractor shall submit each request for review within twenty-one (21) calendar days of receipt of the decision that he/she is requesting.

Prior to demand for arbitration, the Contractor shall exhaust his/her administrative remedies by attempting to resolve his/her dispute or claim with Agency’s staff in the following sequence:

1. Engineer
2. Executive Director

Should the Engineer fail to address the Contractor’s request for review of a disputed decision within fourteen (14) calendar days after receiving such request, the Contractor may proceed directly to the Executive Director. At the option of the Agency, the person to whom the request for review is directed may elect to take such request to a higher level (up to and including the Board of Trustees) and the Contractor’s request shall be deemed to be properly submitted to such higher level.

The Executive Director shall address disputes or claims within twenty eight (28) calendar days after receiving such request and all necessary supporting data. Unless referred to the Board of Trustees at the option and discretion of the Executive Director, the Executive Director’s decision on the dispute or claim shall be the Agency’s final decision.

6-12.3 ARBITRATION

Claims and disputes arising under or related to the performance of the contract, except for claims that have been released by execution of the “Release on Contract” as provided in Subsection 9-4, shall be resolved in arbitration unless the Agency and the Contractor agree in writing, after the claim or dispute has arisen, to waive arbitration and to have the claim or dispute litigated in court of competent jurisdiction. Arbitration shall be conducted, to the extent feasible, pursuant to Chapter 3 (Sections 301-393, inclusive) of Division 2 of Title 1 of the California Code of Regulations except that references therein to the “State Contract Act” shall be construed to mean “applicable law” and “Public Agency”, or “Department” shall be construed to mean “Agency” as defined in Subsection 1.2. The arbitration decision shall be decided under and in accordance with California law, supported by substantial evidence, and in writing, contain the basis for the decision, findings of fact, and conclusions of law.

Arbitration shall be initiated by a Demand for Arbitration. The Contractor shall request a Demand for Arbitration not later than one hundred eighty (180) calendar days after the date of the final written decision of the Agency on the claim or dispute.

All contracts valued at more than \$15,000 between the Contractor and his/her Subcontractors and Suppliers shall include a provision that the Subcontractors and Suppliers shall be bound to the Contractor to the same extent that the Contractor is bound to the Agency by all terms and provisions of the Contract, including these arbitration provisions.

6-13 NOTICE OF POTENTIAL CLAIM

The Contractor shall not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by the Engineer, or the happening of any event, thing or occurrence, unless the Contractor shall have given the Engineer due notice in writing, of the potential claim as hereinafter specified, provided, however, that compliance with this Subsection 6-12 shall not be a prerequisite as to any claim that is based on differences in measurements or errors of computation as to the Contract quantities.

Additionally, this Subsection 6-13 shall not supersede the specific notice and protest requirements of Subsection 3-4 "Changed Conditions" and Subsection 6-7.3 "Contract Time Accounting" respectively.

A written notice of potential claim shall set forth the reasons the Contractor believes additional compensation will or may be due, the nature of the costs involved, and, insofar as possible, the amount of the potential claim. A notice as above required must have been given to the Engineer prior to the time that the Contractor shall have performed the Work giving rise to the potential claim for additional compensation, if based on an act or failure to act by the Engineer, or in all other cases within fifteen (15) days after the happening of the event, thing or occurrence giving rise to the potential claim.

It is the intention of this Subsection 6-13 that differences between the parties arising under and by the virtue of the Contract be brought to the attention of the Engineer at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The Contractor hereby agrees that he/she shall have no right to additional compensation for any claim that may be based on any such act, failure to act, event, thing or occurrence for which no written notice of potential claim as herein required was filed.

7-1 CONTRACTORS EQUIPMENT AND FACILITIES

Add the following:

The Contractor shall arrange and maintain a secure storage site for all equipment and materials. All equipment and unused materials shall be returned to this site at the end of each work day.

7-2 LABOR

7-2.2 LAWS

Delete the last sentence of the second paragraph and replace with the following:

Failure to file any report due under said orders will result in suspension of periodic progress payments.

Add the following:

The Contractor shall ensure unlimited access to the job site for all Equal Opportunity Compliance officers.

Every Contractor and Subcontractor shall keep an accurate record showing the name, occupation, and the actual per diem wages paid to each worker employed by him/her in connection with the public work. The record shall be kept open at all reasonable hours to the inspection of the body awarding the Contract and to the Division of Labor Law Enforcement.

Add the following Subsection:

7-2.2.1 OVERTIME AND SHIFT WORK

The Contractor may establish overtime and shift work as a regular procedure only with the written permission of the Engineer. Such permission may be revoked at any time. No work other than overtime and shift work established as a regular procedure shall be done between the hours of 6:00 p.m. and 7:00

a.m., nor on Saturdays, Sundays or legal holidays, except such work as is necessary for the proper care and protection of the work already performed or except in case of an emergency.

All costs for overtime inspection, except those occurring as a result of overtime and shift work established as a regular procedure, shall be paid by the Contractor. Overtime inspection shall include inspection required during holidays observed by the AGC and Trade Unions, Saturdays, Sundays, and any weekday between the hours of 4:00 p.m. and 7:30 a.m.. Such costs will include but will not necessarily be limited to engineering, inspection, general supervision and other overhead expenses that are directly chargeable to the overtime work. The Agency shall deduct all such charges from payments due the Contractor.

7-3 LIABILITY INSURANCE

Section 7-3 is replaced in its entirety as follows:

7-3.1 GENERAL. CONTRACTOR and AGENCY agree that Agency, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys fees, litigation costs, defense costs, court costs or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to the Agency. CONTRACTOR acknowledges that AGENCY would not have entered into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect AGENCY as set forth here.

7-3.2 To the full extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless AGENCY, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged, or threatened, actual attorneys fees incurred by AGENCY, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of, arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. All obligations under this provision are to be paid by CONTRACTOR as they are incurred by the AGENCY. CONTRACTOR shall not receive any refund of defense costs, even if CONTRACTOR is not found negligent.

7-3.3 Without affecting the rights of AGENCY under any provision of this agreement or this section, CONTRACTOR shall not be required to indemnify and hold harmless AGENCY as set forth above for liability attributable to the sole active negligence or willful misconduct of AGENCY, provided such sole active negligence or willful misconduct is determined by agreement between the parties or the findings of a court of competent jurisdiction.

This exception will apply only in instances where the AGENCY is shown to have been solely at fault and not in instances where CONTRACTOR is solely or partially at fault or in instances where AGENCY's fault accounts for only a percentage of the liability involved. In those instances, the obligation of CONTRACTOR will be all-inclusive and AGENCY will be indemnified for all liability incurred, even though a percentage of the liability is attributable to the conduct of the AGENCY.

7-3.4 CONTRACTOR acknowledges that its obligation pursuant to this section extends to liability attributable to AGENCY, if that liability is less than the sole fault of AGENCY. CONTRACTOR has no obligation under this Agreement for liability proven in a court of competent jurisdiction or by written agreement between the parties to be the sole fault of AGENCY.

7-3.5 The obligations of CONTRACTOR under this or any other provision of this Agreement will not be limited by the provisions of any workers compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to AGENCY, its employees, agents and officials.

7-3.6 CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those as set forth here in this section from each and every subcontractor, sub-tier contractor or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance or subject matter of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations from others as required here, CONTRACTOR agrees to be fully responsible according to the terms of this section.

7-3.7 Failure of AGENCY to monitor compliance with these requirements imposes no additional obligations on AGENCY and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend AGENCY as set forth herein is binding on the successors, assigns or heirs of CONTRACTOR and shall survive the termination of this Agreement or this section.

7-3.8 CONTRACTOR agrees to provide insurance in accordance with the requirements as set forth here. If CONTRACTOR uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so. The following coverages will be provided by CONTRACTOR and maintained on behalf of AGENCY and in accordance with the requirements set forth herein.

7-3.9 Commercial General Liability/Umbrella Insurance. Primary insurance shall be provided on ISO-CGL form No. CG 00 01 11 85 or 88. Total limits shall be not less than two million dollars (\$2,000,000.00) per occurrence for all coverages and two million dollars (\$2,000,000.00) general aggregate. AGENCY and its officers, agents and employees shall be named as additional insureds using ISO additional insureds endorsement form CG 20 10 11 85 (in no event will AGENCY accept an endorsement form with an edition date later than 1990). Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to AGENCY or any employee or agent of AGENCY. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Umbrella Liability Insurance (over primary) shall apply to bodily injury/property damage, personal injury/advertising injury, at a minimum, and shall include a "drop down" provision providing primary coverage above a maximum of \$25,000.00 self-insured retention for liability not covered by primary policies but covered by the umbrella policy. Coverage shall be following form to any underlying coverage. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion. Policies shall have concurrent starting and ending dates.

Each policy of insurance shall contain a clause prohibiting cancellation, modification or lapse without thirty (30) days prior written notice having been given to the Agency. All insurance policies shall be subject to approval by Counsel for the Agency and certificates evidencing such policies shall be provided to the Agency concurrently with the filing of all required bonds.

7.3.10 Business Auto/Umbrella Liability Insurance. Primary coverage shall be written on ISO Business Auto Coverage form CA 00 01 06 92 including symbol 1 (Any Auto). Limits shall be no less than two million dollars (\$2,000,000.00) per accident. Starting and ending dates shall be concurrent. If CONTRACTOR owns no autos, a non-owned auto endorsement to the General Liability policy drafted above is acceptable.

7-4 WORKERS' COMPENSATION INSURANCE

Section 7-4 shall be replaced in its entirety as follows:

7-4.1 Workers' Compensation/Employers' Liability shall be written on a policy form providing workers' compensation statutory benefits as required by law. Employers' liability limits shall be no less than one million dollars per accident or disease. Employers' liability coverage shall be scheduled under any umbrella policy described above. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respects the AGENCY, its officers, agents or employees.

7-4.2 CONTRACTOR and AGENCY further agree as follows:

7-4.2.1 This Section supersedes all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

7-4.2.2 Nothing contained in this Section is to be construed as affecting or altering the legal status of the parties to this Agreement. The insurance requirements set forth in this Section are intended to be separate and distinct from any other provision in this Agreement and shall be interpreted as such.

7-4.2.3 All insurance coverage and limits provided pursuant to this Agreement shall apply to the full extent of the policies involved, available, or applicable. Nothing contained in this Agreement or any other agreement relating to the AGENCY or its operations limits the application of each insurance coverage.

7-4.2.4 Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any party to be all-inclusive, or to the exclusion of other coverage, or a waiver of any type.

7-4.2.5 For purposes of insurance coverage only, this Agreement shall be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

7-4.2.6 All general or auto liability insurance coverage provided pursuant to this Agreement, or any other agreements pertaining to the performance of this Agreement, shall not prohibit CONTRACTOR, and CONTRACTOR's agents, officers or employees from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against AGENCY.

7-4.2.7 Unless otherwise approved by AGENCY, CONTRACTOR's insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best's" Insurance Guide rating of "A:VII." Self-insurance will not be considered to comply with these insurance specifications.

7-4.2.8 In the event any policy of insurance required by this Agreement does not comply with these requirements or is canceled and not replaced, AGENCY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by AGENCY will be promptly reimbursed by CONTRACTOR. Upon CONTRACTOR's failure to make such reimbursement within 30 days of written demand, AGENCY may deduct that sum from any monies due CONTRACTOR hereunder or otherwise.

7-4.2.9 CONTRACTOR agrees to provide evidence of the insurance required herein, satisfactory to AGENCY, consisting of certificate(s) of insurance evidencing all of the coverages required and an additional insured endorsement to CONTRACTOR's general liability and umbrella liability policy (if any) using ISO form CG 20 10 11 85. Certificate(s) are to reflect that the insurer will provide 30 days' notice of any cancellation of coverage. CONTRACTOR agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions. CONTRACTOR agrees to provide complete copies of policies to AGENCY upon request.

7-4.2.10 CONTRACTOR shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof shall be furnished within 72 hours of the expiration of the coverages.

7-4.2.11 Any actual or alleged failure on the part of AGENCY or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of AGENCY or any additional insured, in this or any other regard.

7-4.2.12 CONTRACTOR agrees to require all subcontractors or other parties hired for this project to provide general liability insurance naming as additional insureds all parties to this Agreement. CONTRACTOR agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here. CONTRACTOR agrees to require that no contract used by any subcontractor, or contracts CONTRACTOR enters into on behalf of AGENCY, will reserve the right to charge back to AGENCY the cost of insurance required by this Agreement. CONTRACTOR agrees that upon request, all agreements with subcontractors or others with whom CONTRACTOR contracts on behalf of AGENCY will be submitted to AGENCY for review. Failure of AGENCY to request copies of such agreement will not impose any liability on AGENCY, its officers, agents, or employees.

7-4.2.13 If CONTRACTOR is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its Managers, Affiliates, employees, agents and other persons necessary or incidental to its operations are insureds.

7-4.2.14 CONTRACTOR agrees to provide immediate notice to AGENCY of any claim or loss against CONTRACTOR that includes AGENCY as a defendant. AGENCY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims.

7-5 PERMITS

Delete the first paragraph and replace with the following:

Prior to the start of any work, the Contractor shall apply for and receive any applicable City, County, State, and Federal permits.

7-8 PROJECT SITE MAINTENANCE

7-8.1 CLEANUP AND DUST CONTROL

Add the following Subsection:

7-8.1.2 WORK AREA APPEARANCE

The Contractor shall maintain a neat appearance to the Work.

All unsuitable construction materials and rubbish and debris shall be regularly removed from the job site, be transported to a suitable location, and be disposed of in a proper and legal manner.

In any area visible to the public, the following shall apply:

1. Broken concrete and debris developed during clearing and grubbing shall be disposed of weekly.
2. The Contractor shall furnish trash bin(s) for all construction debris. All debris shall be placed in trash bins daily.

7-8.6 WATER POLLUTION CONTROL

Add the following to Subsection 7-8.6:

7-8.6.1 GENERAL

This item shall consist of preparation, implementation and compliance with a storm water pollution prevention plan (SWPPP) for the project, if applicable.

7-8.6.2 SWPPP PREPARATION

Contractor shall submit to the engineer a completed and signed SWPPP at the preconstruction conference. The plan may utilize the practices recommended in the *California Storm Water Best Management Practices Handbook* dated January 2007, available from California Stormwater Quality Association (CSQA), and online at <http://www.cabmphandbooks.net/> . The plan shall be consistent with the construction General Permit, issued by the State Water Resources, Control Board, through submittal of the Notice of Intent (NOI).

If construction will occur between October 15 and April 15 (considered as the rainy season per the Agency's Ordinance), a wet weather erosion control plan must be submitted. Additionally, Best Management Practices (BMPs) implemented during the Agency's rainy season shall include but not be limited to those appropriate for wet weather conditions.

7-8.6.3 STORM WATER POLLUTION PREVENTION MEASURES

All storm water pollution prevention measures shall be in accordance with the submitted SWPPP. In the event circumstances during the course of construction require changes to the original SWPPP, a revised plan shall be promptly submitted to the Agency's representative in each instance. No responsibility shall accrue to the Agency as a result of the plan or as a result of knowledge of the plan. All work installed by the Contractor in connection with the SWPPP but not specified to become a permanent part of the project shall be removed and the site restored in so far as practical to its original condition prior to completion of construction or when directed by the Agency's representative.

7-8.6.4 STORM WATER POLLUTION PREVENTION - MEASUREMENT AND PAYMENT

Unless otherwise indicated in the Special Provision, measurement and payment for Storm Water Pollution Prevention Measures, as described herein, shall be included in the items of Work requiring storm water pollution prevention measures as indicated in the project Special Provisions. Such payment shall be considered full compensation for all labor, materials, tools, and equipment for completion, and implementation and compliance with the SWPPP.

7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

Delete the second paragraph and replace with the following:

The Contractor shall relocate, repair, replace or reestablish all existing improvements within the project limits (e.g., walls, sprinkler systems, signs, utility installations, pavements, structures, landscaping, etc.) that are damaged or removed as a result of the Contractor's operations or as required by the plans and specifications.

All existing improvements, either within the right-of-way or not, including irrigation lines that are damaged by actions of the Contractor, shall be restored by the Contractor to their original or better condition at the Contractor's expense.

The Contractor shall mark, as approved by the Engineer, all survey monuments, manholes, valves, substructures, or other items that are visible on the surface and will be covered by his operations. This shall be completed prior to the start of that operation and approved by the Engineer.

Existing traffic striping, pavement markings, and curb markings shall also be considered as existing improvements and the Contractor shall repaint or replace, at the Contractor's expense, such striping or markings (except for traffic striping and pavement markings within the limits of the Work) if damaged or if their reflectivity is reduced due to construction operations.

Delete the last paragraph and replace with the following:

All costs to the Contractor for protecting, removing, restoring, relocating, repairing, replacing, or reestablishing existing improvements shall be included in the Bid.

7-10 PUBLIC CONVENIENCE AND SAFETY

Add the following:

At the pre-construction meeting, the Contractor shall submit his/her complete construction schedule to the Engineer for approval. The Contractor shall submit requests for changes in the schedule to the Engineer for approval at least forty eight (48) hours prior to the scheduled Work.

7-10.1 TRAFFIC AND ACCESS

Add the following:

All traffic control on the project shall be implemented by a sub-contractor who specializes in Traffic Control and is approved by the Agency.

9-3 PAYMENT

9-3.2 PARTIAL AND FINAL PAYMENT

Delete the last paragraph of this subsection and replace with the following:

The closure date for period progress payments will be the twenty-fifth day of each month. Authorization to pay is commonly received on the second Wednesday of the following month. The Agency requires four to six weeks to review all progress payments, issue payment checks, present progress payment for approval, and release payment to contractor. However, payments will be withheld pending receipt of any outstanding reports required by the Contract Documents. In addition, the final progress payment will not be released until the Contractor returns the control set of plans and specifications showing the as-built conditions.

The full five (5) percent retention will be deducted from all payments. The final retention will be authorized for payment thirty five (35) days after the date of recordation of the Notice of Completion.

The Contractor may substitute securities for any monies withheld by the Agency to ensure performance under the Contract as provided in Public Contract Code Sections 10263 and 22300.

Add the following subsection:

9-3.3 DELIVERED MATERIALS

Materials and equipment delivered but not incorporated into the Work will not be included in the estimate for progress payment

**ELEVATOR UPGRADE AND MAINTENANCE PROJECT
SPECIFICATION NO. 15-02-EP
THE LOS ANGELES COUNTY LAW LIBRARY**

SPECIAL PROVISIONS - 700 SERIES

**SPECIAL PROVISIONS
ELEVATOR UPGRADE AND MAINTENANCE PROJECT
SPECIFICATION NO. 15-02-EP**

**700 THE LOS ANGELES COUNTY LAW LIBRARY
RESPONSIBILITIES OF THE CONTRACTOR**

700-1 SCOPE OF WORK

The Contractor shall perform all operations and furnish all labor, materials, equipment and incidentals necessary modernize and upgrade Elevators #1 through 4 at the Agency (301 West 1st Street, Los Angeles), including installation of new car controllers and related machine room, door, hoistway and pit equipment, fixtures and communications equipment and maintain, repair and inspect such equipment and the elevator system for a period of 3 years with an option, at the sole discretion of the Agency, to extend an additional 3 years.

700-2 EMERGENCY INFORMATION

The Contractor shall provide the following information in writing and submit it with the signed contract, contract bonds and certificates of insurance. Failure to comply may result in delays in the processing of the contract documents.

1. Name of authorized representative at the job site.
2. Address and telephone number where the above person can be reached 24 hours a day.
3. Address of the nearest office of the Contractor, if any, and the name and telephone number of a person at that office who is familiar with the project.
4. Address and telephone number of the Contractor's main office and the name and telephone number of the person at that office familiar with the project.

700-3 CONSTRUCTION SURVEYING

Construction surveys shall be done only under the direction of the Engineer by a Registered (licensed) Land Surveyor or a Registered Civil Engineer authorized to practice land surveying within the state. The Agency will provide available record map information. The Contractor is responsible for obtaining all necessary record maps, centerline ties and survey notes from Los Angeles County.

700-4 PROTECTION OF SURVEY MONUMENTS

The Contractor shall protect existing survey monuments, if any exist within the work limits, during the entire project. Asphalt overlaying of existing survey monuments in the roadway will not be permitted. In the event a surveyed monument lies within an area to be cold planed, removed or reconstructed, the Contractor shall immediately notify the Agency's representative and protect said monument until the monument can be relocated by the Agency. The Contractor shall reestablish destroyed survey monuments at the Contractor's expense.

700-5 REMOVAL OF MATERIALS

Materials which are to be disposed of shall not be stored at the project sites but shall be removed before the end of the working day.

700-6 INVESTIGATION OF SITE CONDITIONS

Bidders are urged to visit the site of work and by their own investigations satisfy themselves as to the existing conditions affecting the work to be done under these specifications. If the bidder chooses not to visit the site or conduct investigations, he will, nevertheless, be charged with the knowledge of conditions which reasonable inspection and investigation would have disclosed.

700-7 UTILITIES

The known public utilities contacts are:

City of Los Angeles, Fire Prevention & Public Safety	(213) 978-3617
County of Los Angeles, Internal Services Division - Facilities Dst #1	(213) 974-9593
City of Los Angeles, Department of Building & Safety	(888) 524-2845
City of Los Angeles, Department of Water and Power	(800) 342-5397

The Contractor shall coordinate construction with public utility operations and activities, Additional utility/service providers are also mentioned in Section 5-1, Location.

The existing subsurface utilities shown have been indicated, based on the best available record information. However, to avoid or resolve any interference problems between these existing utilities and the proposed work, the Contractor shall field verify the vertical and horizontal locations of all utilities, such as water lines and water services, electronic conduits, telephone and television cable, storm drain facilities, and all other facilities and obstructions prior to beginning any excavations. If conflicts exist, revised grades and/or alignments may be established, if required. Such field verification shall require exposing these utilities prior to the start of construction.

Special reference is hereby made to Section 5-2, "Protection," of the SSPWC with respect to the protection, repair, and replacement of existing subsurface utilities.

The Contractor shall telephone Underground Service Alert (USA) at 1-800-422-4133 a minimum of three (3) working days prior to the start of construction. No excavation shall commence unless the Contractor has obtained the USA Inquiry Identification Number. For best response, provide as much notice as possible, up to ten (10) working days.

700-8 SUBMITTALS

The Contractor shall provide the following submittals prior to the preconstruction meeting.

1. Project Schedule
2. Emergency Contact List
3. List of Subcontractors
4. Materials List including manufacturer warranty information
5. Storm Water Pollution Prevention Plan (SWPPP) if necessary

700-9 ORDER OF WORK

The Contractor shall phase the Work according to the following:

Phase 1

Demolition, upgrade and testing of Elevator 1 – Northwest “Members Study Elevator” per bid specifications.

Phase 2

Demolition, upgrade and testing of Elevator 2 – Northeast “Foreign Law Elevator” per bid specifications.

Phase 3

Demolition, upgrade and testing of Elevator 3 – Southwest “Circulation Elevator” per bid specifications.

Phase 4

Demolition, upgrade and testing of Elevator 4 – Southwest “Training Center Elevator” per bid specifications.

700-10 PAYMENT

No separate payment will be made for complying with the requirements outlined in this section. Full compensation for adhering to the project schedule shall be considered included in the price bid for the various items of work, and no additional compensation will be allowed therefore.

701 MOBILIZATION

701-1 SCOPE OF WORK

Mobilization shall consist of preparatory work and operations, including, but not limited to: insurance, bonds, required permits and fees, shop drawings, submittals, the movement of personnel, equipment, supplies, and incidentals to the project site (mobilization), as-built plans, coordination with other contractors, meetings, moving off the project, and clean up. Mobilization shall additionally include the establishment of any temporary facilities, the submittal of a detailed construction schedule and the storm water pollution prevention plan (SWPPP) if necessary.

Any other costs of work in advance of construction operations and not directly attributable to any specific bid item shall be included in the item mobilization.

701-2 MEASUREMENT AND PAYMENT

Measure and payment for mobilization shall be included in other items of work and no additional compensation will be allowed therefore. The work for mobilization shall include all labor, materials, equipment, and incidentals required to complete mobilization in accordance with the Contract Documents.

MODERNIZATION OF ELEVATORS

1. Upgrade of four elevator systems at 301 West 1st Street, Los Angeles, California 90012
2. Demolition of existing elevator equipment, and mechanical/electrical system equipment indicated to be removed.
3. Complete elevator system upgrades including control systems, motors, hydraulic pump systems, hoistway equipment, hall stations, all cabling, and associated components.

ADDITIONAL DETAILED PROJECT SPECIFICATIONS
[TO BE FINALIZED AFTER CONSULTANT REVIEW]

PART 1 - GENERAL:

1.01 DEFINITIONS:

- A. Main Floor: Main “reading-room” level unless otherwise indicated.
- B. Fire Recall Level: As directed by local fire authority.
- C. Alternate Fire Recall Level: As directed by local fire authority.
- D. Non-Proprietary: It is recognized that each manufacturers system contains components that are proprietary to the development of their systems. The Owner may wish to have the elevator system maintained by another technically qualified service provider and by submitting a bid for this project, the manufacturer shall guarantee that for a minimum of 20 years they will provide the following:
 - 1. Diagnostic, adjusting and monitoring tools for all components including documents, manuals, wiring diagrams and spare parts as listed in Part 3 of this specification shall be provided in each machine room, controller room or machine space as a permanent part of the installation and become the property of the Owner. Devices shall be permanent at no additional cost to Owner, shall not self destruct, require charging or exchange. Remote monitoring devices are excluded from this requirement, however if such devices are removed all wiring shall be neatly terminated, tied within a junction box and properly marked as to its content.
 - 2. Manufacturer shall guarantee to support the equipment for this project with regard to notification to Owner of system corrective updates, provide and install such updates at no cost to Owner.
 - 3. Provide contact information for their separate parts warehouse so that the Owner or designated service provider can order parts on a 24 hour basis and delivered with 48 hours.
 - 4. Provide a list of parts of each component manufactured and stored at the warehouse and the retail cost of each at close out of the project and estimated escalation cost. The cost of these parts is what would be charged to Owner or other service provider.
 - 5. Provide contact information for technical support so that the Owner or designated service provider can obtain technical support on a 24 hour basis to provide assistance in trouble shooting problems. Indicate hourly rate charged to Owner or designated service provider for such service.

1.02 DESCRIPTION:

A. Modernization work included in this section:

1. Modernize existing four hydraulic elevators complete as shown and specified.
 - a. Modernize hydraulic passenger elevators no. 1 through 4 with new controls, signals and fixtures, door operating equipment, hoistway wiring, and recondition other equipment as specified.

B. Examination of site:

1. Contractor shall visit the building, examine the existing elevators, contract documents, determine condition of all retained components, space conditions, power supply, standby/emergency power supply, and mainline disconnect.
2. Prior to commencement of work, Contractor shall conduct a ride analysis using an accelerometer on each elevator to document the current ride conditions.
3. Make all surveys necessary to meet the requirements of this specification and compatibility to products provided.
4. If any discrepancies are noted, or if work not specified is required, Contractor shall bring such matters to the Owner's Representative's attention within seven days prior to bidding. If no discrepancies are noted or exceptions taken, it is assumed that all conditions are satisfactory. Failure to do so, Contractor shall be liable for any costs related to structural, mechanical or electrical requirements to accommodate specified equipment.
5. Contractor shall assume responsibility and provide full maintenance of the elevator equipment upon award of this contract and shall continue such throughout the modernization.

C. Related work included in this section:

1. Contractor shall visit the building, examine the existing conditions, power supply, standby/emergency power supply, mainline disconnect, and include all work needed to ensure a fully code compliant modernization. Contractor or his sub-contractors shall perform this work, which may include but is not limited to the following:
 - a. Electrical work:
 - 1) Communication circuit: Telephone circuit terminated at junction box of each controller.
 - 2) Illumination: Lights, light switches and convenience outlets in pits, machine rooms, controller areas and overhead sheave spaces.
 - 3) Conduit: Installation of electrical conduit and pull boxes with pull wire between hoistways and remote locations of each indicator and control panel.
 - 4) Sensing devices: Installation and or modification to smoke detectors, heat detectors or products of combustion sensors in

elevator lobbies, machine rooms, hoistways and alternate fire recall floor with circuits terminated at junction box in machine rooms for emergency fire service operation.

- 5) Life safety circuits: Circuits terminated at junction box at each controller for life safety speakers and fireman's phone communication. Note phone jacks are not permitted in corridor call button boxes.

b. General:

- 1) Access: Legal access consisting of self-closing and locking access doors, ladders, gratings and steps to machine rooms, controller areas, pits and hoistways.
 - 2) Supports: Providing supports as shown to carry structural reaction, impact and uplift loads imposed by elevator equipment.
 - 3) Patching: Patching of floors, walls and surfaces constituting final finishes.
 - 4) Block-outs: Block-outs, pockets and chases in walls and floors for entrances, signals, fixtures, cables and conduit.
2. Barricades: Full height lockable barricade for protection of open hoistways during construction.
 3. Temporary screens: Contractor shall provide between elevators before construction starts and remove at completion of project.
 4. Card readers: Including wire from machine room j-box to car top j-box, interfacing with elevator controls and installation in elevator car, connection in machine room and testing of system. Note card reader panel is not allowed inside the machine room.
 5. Closed circuit T.V: Including wire from machine room j-box to elevator car top j-box, connection in machine room and testing.
 6. Key cylinders: Furnished by Owner's Representative, installed under this section.

1.03 QUALITY ASSURANCE:

1. Manufacturer's qualifications: The design, engineering and manufacture of major elevator components such as machines, motors, motor drive units, controllers, door operators, safeties, governors, selectors, etc. shall be from manufactures that have been in the business for the last ten (10) years. Equipment proposed must have a history of successful operation under similar conditions for the last two (2) years.

B. Sub-contractors:

1. Contractor shall be solely responsible for any and all of the work done by his sub-contractor or other employees and all orders or instructions from the Owner's Representative shall be through him to them. It shall be Contractor's

duty to see that all of his sub-contractors commence their work properly at the proper time, and carry it on with due diligence so that they do not delay or injure either work or materials; and that all damage caused by them or their workmen is properly made good by them or by himself at his cost. Contractor shall submit names of his sub-contractors for approval by the Owner's Representative.

2. The use of sub-contractors is to be limited to work outside the scope of elevator construction work; example, patching, painting, coring of walls, marble work and refinishing.
- C. Quality of work and workmanship:
1. When completed, the installation shall be modern in all respects.
 2. All components specified as new shall be provided as new. All components specified to be retained may be provided as new at Contractor's option subject to approval of Owner's Representative. All retained components are to be examined, cleaned, adjusted, repaired and/or replaced with new parts. Contractor must be willing to accept all retained equipment on full maintenance without prorating.
 3. All work performed shall be conducted in a workmanship type manner.
- D. Requirements of regulatory agencies:
1. Codes: In accordance with the latest applicable edition requirements of the following and as specified:
 - a. A.D.A.: Americans with Disabilities Act.
 - b. ASME: American Society of Mechanical Engineers - A17.1; Safety Code for Elevators and Escalators.
 - c. CBC: Title 24; California Building Codes.
 - d. CCR: Titles 8; California Code of Regulations.
 - e. NEC: National Electric Code. NFPA-72.
 - f. IBC: International Building Code.
 - g. All local codes, which govern.
- E. Permits:
1. Arrange and pay for inspections by governing authorities and obtain operating permits.
- F. Safety policies:
1. Installation and maintenance contractors are required to follow their company's safety practices and policies as well as the practices and policies of the building management.
- G. Security:

1. All personnel shall be required to pass security screening, convicted felons will not be allowed on site.

1.04 SUBMITTALS:

A. Shop drawings:

1. Submit three copies of the following prior to ordering any materials:
 - a. Layouts: Plan of machinery spaces showing new equipment and existing equipment; include impact and static loads imposed on building structure, if such should change, and clearances around equipment.
 - b. Details: Submit details of cabs, fixtures and entrances.
 - c. Data: Indicate on layouts or separate data sheets; machine spaces heat release, power requirements, conduit runs outside of hoistways and machine rooms, car and counterweight roller guides, control systems, motor drive units and door operators.

B. Operating instructions:

1. Submit manufacturer's literature describing system operations and special operations as specified.

C. Safety policy:

1. Submit a copy of the company approved safety policy.

1.05 INTENTIONALLY OMITTED :

1.06 PRODUCT DELIVERY, STORAGE AND HANDLING:

A. Delivery and storage:

1. Protect equipment during transportation, erection and construction. Store under cover to prevent damage due to weather conditions. Replace damaged materials. Storage space on site will be available.

B. Handling:

1. Owner's Representative has the first right of refusal to retain any elevator components that are to be removed and modernized with new equipment. All removed components shall remain property of the Owner's Representative, until the Owner's Representative notifies Contractor, in writing, of removed components that Owner's Representative would like to retain. All remaining elevator equipment not to be retained by the Owner's Representative or reused by Contractor shall be promptly removed from the building by Contractor at no cost to the Owner's Representative, and become the property of Contractor.
2. Contractor shall make every attempt to recycle removed elevator equipment. Contractor shall correct any damage to building surfaces and surrounding areas if damaged during removal of this equipment at no cost to the Owner's Representative.

1.07 SCHEDULING AND SEQUENCING:

A. Schedule:

1. Submit construction schedule with bid indicating time required from award of contract to;
 - a. Equipment fabrication and delivery to site.
 - b. Installation testing and final acceptance of all elevators.
2. Contractor shall be responsible for scheduling related work with other sub-contractors to avoid omissions and delays in job progress. Elevators shall not be removed from service, without prior approval, until all equipment has been manufactured and delivered to the project site for all elevators.

B. Sequence:

1. Work under this contract shall be done in the following sequence. Any change to this must be approved by the Owner's Representative. Complete all work for each sequence before proceeding with the next.
 - a. Sequence (1) One: Elevator No. 1 – Northwest “Members Study”
 - b. Sequence (2) Two: Elevator No. 2 – Northeast “Foreign Law”
 - c. Sequence (3) Three: Elevator No. 3 – Southwest “Circulation”
 - d. Sequence (4) Four: Elevator No. 4 – Southeast “Admin”

C. Continuity of service:

1. The most efficient means of elevator service shall be provided at all times.
2. This system shall be installed in operation and tested by the Owner's Representative after completion of Sequence (1) One and prior to beginning work on Sequence (2) Two. This system shall be tested at the end of each sequence.
3. Temporary shutdown of any elevator to complete circuit connection to group operation must be done outside of normal working hours of the building and approved by Owner's Representative.

D. Building operations:

1. The building will remain in operation during the execution of this contract. Cooperate with building management in scheduling work in such a way as not to cause interruption of or interference with the building operations.

E. Electrical shutdowns:

1. Temporary electrical shutdowns will not be allowed except for brief periods to be scheduled for outside 6:00 AM to 7:00 PM and that at least 48 hours in advance and approved by Owner's Representative.

1.08 WARRANTY:

A. Guarantee and Warranty:

1. Provide special project warranty, signed by Contractor, Installer and Manufacturer, agreeing to replace/repair/restore defective materials and workmanship of all work performed which may develop within one (1) year from final date of completion and acceptance of the **entire installation**. "Defective" is hereby defined to include, but not by way of limitation, operation or control system failures, performances below required minimums, excessive wear, unusual deterioration or aging of materials or finishes, unsafe conditions, the need for excessive maintenance, abnormal noise or vibration and similar unusual, unexpected and unsatisfactory conditions.

PART 2 - PRODUCTS:

2.01 DESCRIPTION OF SYSTEMS:

A. Elevator No. 1 - 4:

- | | |
|-------------------------------|--------------------------|
| 1. Type: | Hydraulic Direct Plunger |
| 2. Capacity: | 2500 Pounds |
| 3. Speed: | 50 FPM |
| 4. Stops: | 6 |
| 5. Openings: | Centered |
| 6. Travel: | Existing |
| 7. Control: | Soft Start AC |
| 8. Operation: | New MCE Microprocessor |
| 9. Machine Location: | Adjacent |
| 10. Special Operations: | |
| a. Independent Service | |
| b. Fire Emergency Service | |
| c. Tenant Security | |
| d. Battery Lowering | |
| 11. Door Operation: | Provide new |
| 12. Door Protection: | Provide new |
| 13. Guide Rails: | Retain |
| 14. Guide Shoes: | Provide new |
| 15. Plunger Unit: | Provide new |
| 16. Cylinder Unit: | Retain |
| 17. Buffers: | Retain |
| 18. Car Frame & Platforms: | Retain |
| 19. Power Unit: | Provide new |
| 20. Controllers: | Provide new |
| 21. Piping: | Retain |
| 22. Car Operating Panels: | Provide new |
| 23. Car Position Indicators: | Provide new |
| 24. Hall Position Indicators: | None |

- | | |
|---|-------------|
| 25. Service Cabinet: | Provide new |
| 26. Communications: | Provide new |
| 27. Hall Button Stations: | Provide new |
| 28. Hall Lanterns: | Provide new |
| 29. Guard Control Station: | Provide new |
| 30. Life Safety Control Panel: | Provide new |
| 31. Handicap Requirements: | Provide new |
| 32. Wiring: | Provide new |
| 33. Car Enclosure: | Retain |
| 34. Hoistway Entrances: | Retain |
| 35. Miscellaneous Items: | |
| a. Key Operated Hoistway Access | |
| b. Seismic Requirements | |
| c. Card Reader Provisions | |
| d. Clean hoistways, machine rooms, pits, and equipment; paint machine room floor, car top, pit floor, and all existing metal work | |

2.02 MATERIALS:

- A. Aluminum: Alloy and temper best suited for anodizing finish specified.
- B. Nickel silver: CDA Alloy 796, leaded nickel silver.
- C. Plywood: PS-1, A-D exterior Grade Douglas Fir, fire retardant treated.
- D. Sheet steel: ASTM A366, uncoated, pickled, free from defects.
- E. Sound deadener: Fire retardant; spray, roller or adhesive applied; 3/16 inch thick.
- F. Stainless steel: ASTM A167; type 302 or 304.

2.03 FINISHES:

- A. Exposed-to-view surfaces:
 - 1. Provide as follows unless otherwise specified.
 - a. Aluminum: Clear anodized finish.
 - b. Sheet steel:
 - 1) Shop prime: Degrease clean of foreign substances and apply one coat of corrosion inhibiting primer compatible with finish paint selected. Hoistway items visible to public shall be painted one additional coat of black paint.

- 2) Finish paint: Three coats baked enamel; sand each coat smooth; color as selected.
- c. Stainless steel:
 - 1) Plain: Satin, directional polish, No. 4 finish unless otherwise specified.
 - 2) Patterned: Rigidized Metal's No. 5 WL, Ardmore Textured Metals No. 5-SM or equal.
- d. Touch-up:
 - 1) Prime surfaces: Use same paint as factory for field touch-up.
 - 2) Finish painted surfaces: Refinish whole panel with shop prime and finish paint as specified above.
- B. Non-exposed-to-view surfaces:
 1. Degrease and shop paint manufacturer's standard corrosion inhibiting primer.

2.04 AUTOMATIC OPERATION:

- A. General operation of individual elevators:
 1. Provide a MCE iBox or approved equal non-proprietary diagnostic microprocessor-controlled dispatching and car control system, based on real time calculations, designed to monitor all types of traffic and sufficiently flexible so that it can be modified to accommodate changes in traffic patterns.
 2. Serial link communications: Provide a distributed processing network consisting of localized processors located in machine rooms, car stations, hall stations and top of car to allow system to make fast decisions based on data shared by the processor involved in the different operations of the elevators. For group dispatch operations, all elevators in the group shall be capable of acting as a group common dispatcher as the need arises.
 3. Fault diagnostic system: Provide Owner's Representative with all hardware such as on-board LED. diagnostics, hand held device or laptop computer, as standard with manufacturer, and supporting software documentation. Diagnostic system shall be capable of determining faults most difficult to find, as well as be capable of performing all code required testing.
 4. The system shall be flexible, irrespective of the number of elevators in normal service.
- B. Destination Information Dispatch Operation Nos. 1-10:
 1. Early car announcement shall not exceed 10 seconds if implemented.
 2. Upon entering elevator passenger shall note their destination floor is illuminated on floor indicator destination panel, upon arrival at destination floor, floor number on indicator destination panel flashes to confirm their arrival.
 3. Provide concealed (COP) car operating panel.

4. Provide accessible (COP) car operating panel.
5. Provide accessibility for fully integrating system into existing or planned security system at Owners Representative direction.
6. Provide selection of floor selection destination input devices to Owners Representative, but not limited to keypad, intuitive screen, security card swipe, PIN number registration, special keys and hands free radio tag devices.

2.05 SPECIAL OPERATIONS:

A. Inspection operation:

1. Provide key-operated hoistway access device and car top operating device. Key switches shall be mounted in existing locations at terminal landings.

B. Independent service:

1. Independent service operation shall be provided so that, by means of a switch located in the car service cabinet, the car can be removed from automatic operation and be operated by an attendant. The attendant shall have full control of the starting, stopping and direction of car travel.
2. The car shall respond to car buttons only. The hall signals for the car on independent service shall not operate.

C. Operation under fire or other emergency conditions:

1. Provide special emergency service to comply with ASME A17.1, CCR Title 8, IBC and local codes having jurisdiction.
2. Provide Phase 1 recall switch at main floor elevator lobby and fire control life safety room. Interlock recall switches to prevent simultaneous activation.
3. Key switches at main floor shall be integrated in hall button station with engraved instructions.

D. Operation under earthquake conditions:

1. Provide seismic operation in accordance with CCR Title 8 ASME A17.1.

E. Tenant security:

1. Arrange control system to enable and disable car call buttons as follows:
 - a. Function which locks out any selected car button for all elevators in a group serving that floor.
 - b. Tenant security operations can be overridden by cars on independent, any special emergency service or by card reader access.

2.06 DOOR OPERATION:

A. Passenger type; Horizontal sliding:

1. Provide door times available as specified under "Design Criteria."

2. Car and hoistway doors shall open and close simultaneously, quietly and smoothly; door movement shall be cushioned at both limits of travel. Door operation shall not cause cars to move appreciably.
 3. Door hold open times shall be readily and independently adjustable when car stops for a car or hall call. Main floor door hold times shall be adjustable independent of other floors.
- B. Door operator:
1. Provide new heavy-duty master type operator mounted on car enclosure utilizing minimum 12-gauge support angles to isolate from direct mounting of operator on the car top.
- C. Door Protection:
1. Remove existing door protection devices and provide new electronic optical scanning type:
 - a. Provide a door protective system which does not rely on physical contact with a person or object to inhibit door movement or initiate door reversal.
 - b. Pre-approved optical door sensors:
 - 1) Adams GateKeeper ICU.
 - 2) Janus Pana80 Plus.
 - 3) Otis Lambda.
 - 4) Tritronics LeadingEdge.
 - 5) TL Jones Microscan.
 - c. The system shall be able to detect a 2 inch diameter rod introduced at any position within the door movement and between the height of 2 inches and 63 inches above sill level.
 - d. Detection of intrusion into the protected area shall cause the doors, if fully open, to be held in the open position and, if closing, to reverse to fully open position.
 - e. If doors are prevented from closing for an adjustable period of 15 to 45 seconds or upon activation of fire emergency service, they shall proceed to close at reduced speed and a loud buzzer shall sound. Door closing force shall not exceed 2-1/2 ft.-lb when door re-opening device is not in operation.
 - f. For side-opening doors, the detector for the strike jamb side shall be recessed, flush with strike jamb.
- D. Door hold button:
1. Provide an illuminated door hold button, operation of which will hold the doors open for a predetermined and adjustable period of 20 to 90 seconds. Sound warning buzzer 5 seconds prior to expiration of time. Normal operation shall be resumed upon:
 - a. Expiration of door hold time.

- b. Operation of door close button in car.
- c. Operation of any floor button in car.

2.07 SIGNALS AND OPERATING FIXTURES:

A. General:

1. Provide signals and fixtures as shown and specified. Location and arrangement of fixtures shall comply with disabled access requirements.
 - a. Buttons: Provide vandal-resistant stainless steel minimum 1 inch diameter mechanical, buttons, raised 1/8 inch from surrounding surface with square shoulders and integral illumination equal to Adams, EPCO, ERM, or INNOVATION fixtures. Operation of car or hall button shall cause button to illuminate. Response of car to car or hall call shall cause corresponding button to extinguish.
 - b. Switches: Toggle type typically or key operated where noted.
 - c. Key switches: Some special security key switch tumblers will be provided by the Courts for installation during the manufacturing of the fixtures.
 - d. Faceplates: Provide of material and finish as indicated and specified; 1/8 inch minimum thickness with sharp edges relieved. Faceplates shall be sized to cover holes left by removal of existing fixtures where new fixtures are provided and provided with engraved fire sign, per A17.1.
 - e. Fastenings: Provide with flush tamper-proof screws of material and finish matching faceplates.
 - f. Cabinets: Provide with pulls, concealed hinges and doors mounted flush with hairline joints to adjacent surface.
 - g. Arrangement: Arrangement of fixtures shall generally conform to that specified, but components may be rearranged after review of submittal.
 - h. Engraving: Of size indicated; color backfill with epoxy paint in contrasting color as selected.
 - i. Lamps: Miniature LED type.
 - j. Audible chimes: Electronic adjustable audible chimes from 75 to 85 dBA in elevator lobby 3'-0" above floor and 3'-0" away from elevator entrance; bell type gong not acceptable.
 - k. Provide floor passing signal of the adjustable electronic audible chime type.
 - l. Tactile markings: Provide raised Braille and alpha characters, numerals or symbols to the left of operating buttons and devices used by the public. Indications may be engraved directly on faceplates or separate plates flush mounted with hairline joints and concealed mechanical fasteners. Plates shall be of same size and shape as buttons. Raised characters shall be white on a black background with Braille designation directly below the character.

B. Car operating panels:

1. General: Provide buttons numbered to conform to floors served and the following:
 - a. Locate top operating button at 48 inches above floor; maximum 54 inches when required.
 - b. Locate emergency stop switch and illuminated alarm button in bottom row at 35 inches above floor.
 - c. Provide "Door Open", "Door Close", and "Door Hold" buttons located above emergency stop and alarm of same design as car button.
 - d. Engrave main panel with capacity, number of passengers and elevator number in 1/4-inch letters. Engrave auxiliary panel with NO SMOKING in 1/2 inch letters. All other signage required by local codes shall be engraved as directed by Owner's representative.
 - e. Provide fire emergency panel above floor buttons containing phase II fire key switch, call cancel button stop switch, door open, door close buttons and audible/visual signals.
 - f. Make provisions for card readers and CCTV.
 2. Elevator No. 1-4: Provide one new panel per car; integrate cabinets, buttons and engraving into hinged single piece faceplate mounted in existing location.
- C. Car position indicators:
1. Provide car position indicators with indications corresponding to floor designations with matching direction arrows.
 - a. Provide new digital alpha numeric type segmented LED or fluorescent readout indicator with minimum two-inch high indications mounted integral with each car operating panel.
- D. Hall position indicators:
1. Provide with indications corresponding to floor designations with matching direction arrows.
 - a. Provide new digital alphanumeric type segmented LED or fluorescent readout indicator with minimum two-inch high indications. Combine with hall lantern.
- E. Service cabinet:
1. Provide new cabinet, door with a lock and concealed hinge as an integral part of car operating panel mounted with flush hairline joints. Cabinet door shall be provided with a flush glazed window of required size to hold elevator-operating permit. Service cabinet shall contain the following:
 - a. Independent service switch.
 - b. Two-speed ventilation switch (Hi-Off-Low).
 - c. Light switch.
 - d. Inspection switch, key operated.

- e. Duplex GFI convenience outlet.
- f. Buzzers as required.
- g. Constant pressure test switch for emergency car lighting.
- h. Card reader over-ride switch-key operated.

F. Communication equipment:

- 1. Provide a new complete communication system in compliance with ADA regulations consisting of a combination speaker/microphone, amplifier, automatic dialer with 4 number rollover capability and matching car station push button with telephone symbol to activate system and acknowledgment lights. Mount in car operating panel behind a pattern of holes, wire to machine room and program automatic dialer as directed by Owner's Representative.
- 2. Building emergency personnel communication system (for travels over 60'): Provide a two-way voice communication system in accordance with ASME A17.1. The two-way voice communication system outside of the car shall be located within the guard station control panel.

G. Hall button fixtures:

- 1. Each fixture shall contain buttons, which light to indicate hall call registration and extinguish when call is answered. Provide intermediate fixtures with two buttons and terminal fixtures with one. Engrave fire-exiting instructions on faceplates. Provide minimum of two fasteners at top and bottom of faceplate.
 - a. Provide each elevator group of elevators with one riser of hall stations.

H. Hall lanterns:

- 1. Provide new faceplates and provide new single chime for up and double chime for down direction.

I. Disabled access requirements:

- 1. Provide to meet local codes having jurisdiction including handrail and button configuration.
 - a. Car operating panels: Provide raised Braille and alpha characters, numerals or symbols to the left of operating buttons and devices used by the public. Indications may be engraved directly on faceplates or separate plates flush mounted with hairline joints and concealed mechanical fasteners. Plates shall be of same size and shape as buttons. Raised characters shall be white on a black background with Braille designations directly below the character. Provide "star" at main egress landing.
 - b. Entrances: Provide raised Braille and alpha characters, numerals or symbols similar to those for car stations of size required by governing authority. Locate on each entrance jamb at 60 inches above floor indicating floor designation. Material and finish of plates shall match hall button station faceplates. Provide with contrasting background and mounting means

similar to those on car panels. Braille designation shall be to the left of the raised character. Provide “star” at main egress landing.

- c. Provide voice floor announcement in each elevator with adjustable sound levels.

2.08 WIRING:

A. General:

1. Provide all necessary wiring and 20% spares between cars and controllers and to all remote control stations; minimum of one. Furnish shielded wires in cables for all communications card readers and speakers. Include six additional pairs of shielded spares and two RG-6 coaxial cables for each car.
2. Interface Junction Box:
 - a. Provide a common interface junction box in each machine room with the following terminal blocks for each elevator.
 - 1) Telephone
 - 2) Standby Power transfer switch contacts
 - 3) Fire alarm relay outputs
 - 4) Card reader inputs per floor
 - 5) Fire phone jacks
 - 6) Fire paging speakers
 - 7) CCTV

B. Traveling Cables:

1. Use minimum number of “ET” rated traveling cables with flame retarding and moisture resisting covers. Include shielded wires and spares as noted above. Cord thoroughly and protect cables from rubbing against hoistways or car items. Provide with steel cable core and properly anchored to relieve strain on individual conductors.

C. Work light and GFI convenience outlet:

1. Provide on top of car with wire lamp guard.

D. Stop switch:

1. Provide in each pit and on top of car.

E. Alarm gong:

1. Six-inch size, 110 volt.
2. Provide on top of each car and one per group inside of hoistway at main landing to be actuated by corresponding alarm button or emergency stop switch.

F. Auxiliary disconnect switches:

1. Provide as required in remote controller rooms or at remote equipment not in view of mainline switches; include all wiring and conduit.
- G. Coaxial circuit – Elevators 1 - 2:
1. Provide for closed circuit television camera in elevators. Run from elevator car to machine room junction box.

2.09 CAR ENCLOSURES:

A. General:

1. Fabricate finish work smooth and free from warps, buckles, squeaks and rattles; joints lightproof. Car shall be sound isolated from car frame. No visible fastenings except as indicated.
2. All elevators shall be weighed before work begins to determine actual weight of car enclosures. Contractor shall keep a log of all equipment and weight removed and added to the suspension system. Contractor is responsible for complying with CCR Title 8 Section 3000(h) (Major Alterations).

B. Emergency lighting; All elevators:

1. Provide an emergency car lighting unit mounted on top of car, battery driven and self-rechargeable. Upon outage of normal power the unit shall, within 5 seconds, light two lamps as part of normal car lighting or separate lights mounted above drop ceiling. The unit shall have sufficient capacity to keep the lights in continuous operation for four hours and also the alarm bell for one hour. Provide a readily accessible means for testing the unit in service cabinet. Light fixtures mounted in car front returns or operating panels are not acceptable.

2.10 HOISTWAY ENTRANCES:

A. General:

1. Retain existing or provide new as specified.
2. Fabricate finish work smooth with flush surfaces and free from warps and buckles.
3. New entrance assemblies shall bear 1-1/2 hour U.L. rating.
4. Provide entrances of size and type as scheduled.

B. Hangers and Tracks:

1. Retain existing.

C. Closers:

1. Provide new cable relating torsion spring mechanical type or broken arm jack knife type as required for door assembly. Counter-weighted closers are acceptable if mounted to strut.

- D. Dust and hanger covers:
 - 1. Retain existing, clean and refinish with black paint. Replace any missing covers.
- E. Fascia, toe and head guards:
 - 1. Retain existing, modify to comply with code, refinish with black paint and refasten for greater rigidity. Replace any missing fascia or guards.
- F. Interlocks:
 - 1. Provide all new. Equip each hoistway door with a tamper-proof interlock which shall prevent operation of the car until doors are locked in the close position as defined by the Code and shall prevent opening of doors at landing from corridor side unless car is at rest at landing in leveling zone or, hoistway access switch is used. Provide all new type "SF" high temperature wiring for interlock circuits.
- G. Pick-up roller assemblies:
 - 1. Provide all new pick-up roller assemblies as required for door operating equipment furnished.
- H. Sills:
 - 1. Retain existing, power clean to metal and refinish.
- I. Limit Switches:
 - 1. Retain existing, clean contacts and replace as required.
- J. Frames:
 - 1. Retain existing.
- K. Hoistway doors:
 - 1. Retain existing, re-hang to remove all twists, provide two new guides per panel which will remain engaged in sill if guiding member is destroyed. Provide new full height astragals and non vision wings matching finish of door panels. Contractor must use the original reinforcing on existing hoistway and car doors for mounting hangers, pickup rollers, drive vanes, etc. If original reinforcing is not reusable for drive vanes and pickup rollers, Contractor shall furnish new reinforcing (minimum of 1/4" thick plate) welded to the door face. A minimum of four (4) 5/16" threaded bolts is to be used for attachment to the reinforcing plate. Where slotted holes are provided in the attachment block, a 1/4" dowel pin is to be fitted after doors locks are set up. Door panels to be refinished by others.
- L. Passenger Elevator Entrance Schedule:
 - 1. Elevator No. 1-2 North (West & East):
 - a. Size: 3'-6" wide by 6'-8" high.
 - b. Type: Center Single speed
 - c. Frames: Retain Existing

- d. Doors: Retain Existing
- e. Sills: Retain Existing
- 2. Elevator No. 3 - Southeast:
 - a. Size: 3' wide by 6'-8" high.
 - b. Type: Center Single Speed
 - c. Frames: Retain Existing
 - d. Doors: Retain Existing
 - e. Sills: Retain Existing
- 3. Elevator No. 4 -Southwest:
 - a. Size: 3' wide by 6'-8" high.
 - b. Type: Side Single Speed
 - c. Frames: Retain Existing
 - d. Doors: Retain Existing
 - e. Sills: Retain Existing

2.11 HYDRAULIC ELEVATOR EQUIPMENT:

A. Design Criteria:

- 1. Performance:
 - a. Contract Speed: Maximum twenty percent (20%) speed variation under any loading condition in the up direction.
 - b. Leveling: Within 3/8 inch under any loading condition. Level into floor at all times, do not overrun floor and level back.
 - c. Hydraulic pressure: Hydraulic components shall be factory tested for 600 PSI. Maximum operating pressure shall be 425 PSI.
- 2. Operating qualities:
 - a. Owner's Representative will judge riding qualities of cars and enforce the following requirements. Make all necessary adjustments.
 - 1) Starting and stopping shall be smooth and comfortable. Slowdown, stopping and leveling shall be without jars or bumps.
- 3. Sound control:
 - a. Vibration: Sound isolate power units from building structure to prevent objectionable noise and vibration transmission to occupied building spaces.
 - b. Airborne noise: Maximum acoustical output level of:
 - 1) 85 dBA measured in machine room.
 - 2) 60 dBA measured in elevator cars during all sequences of operation.

- 3) 50 dBA measured in elevator lobbies.

2.12 HYDRAULIC HOISTWAY EQUIPMENT:

- A. Guide rails and brackets:
 - 1. Realign, clean, check, tighten, existing rails and replace Code non-complying brackets, fishplates and bolts. Provide log of the alignment corrections to the Owner's Representative.
- B. Guide shoes:
 - 1. Provide new guide shoes of the roller type with neoprene tires, minimum 3/4 inch wide and fully adjustable spring loaded to provide continuous contact with rail surfaces. Balance car to insure equal guide shoe pressure on all wheels and not exceed manufacturer's recommendations. Nominal roller diameter shall be 4 inches.
- C. Buffers:
 - 1. Retain existing.
- D. Car frame and platform:
 - 1. Retain existing car frame. Clean down and tighten frame bolts. Static balance weight to be added as required.
- E. Platen isolation:
 - 1. Provide minimum 3/4 inch thick steel plates between top of plunger and car frame with 1 inch rubber or neoprene isolation material between.
- F. Cylinder: Retain Existing
- G. Packing:
 - 1. Provide new packing which inhibits leaking of oil with drip ring.
- H. Scavenger pump:
 - 1. Provide electrically operated scavenger pump with storage reservoir and float activated or other automatic means to return oil to system. Provide 1/4 inch copper tubing for oil return line.
- I. Oil:
 - 1. Provide Chevron OC turbine oil or approved equal, 150 SSU at 100 degrees F. temperature.
- J. Piping: Retain Existing
- K. Pit Valves: Provide in each elevator pit a gate valve to shut off oil between cylinder and pumping plant, and a pressure type line rupture safety valve to shut off oil between cylinder head and pit valve. Activation of safety valve shall not void operation of lowering valve.

L. Ruptured pipe valve:

1. Provided new a pressure type line rupture safety valve to shut off oil between cylinder head and pit valve. Activation of safety valve shall not void operation of lowering valve.

2.13 MACHINE ROOM EQUIPMENT:

A. General:

1. Provide equipment to fit existing space and structural limitations. Coordinate related electrical, structural and mechanical work with other trades.

B. Pumping Plant: Provide new.

1. General: Self contained unit with sound reducing cabinet and sound isolated base.
2. Pump: IMO, Roper or accepted equal for 150 SSU oil, belt driven or submersible. Maximum speed 3600 RPM. Maximum pressure 425 pounds per square inch..
3. Tank: Capacity equal to plunger displacement plus 25%. Provide strainers, oil level gauge and device to maintain uniform oil temperature.
4. Valves: Integral type by Elevator Equipment Company, Maxton Company or by elevator manufacturer. Provide conveniently located manual lowering valve accessible without removing pumping plant enclosure panels.
5. Motor: General Electric, Imperial, Westinghouse or accepted equal; maximum speed 1800 RPM for belt driven and 3600 RPM for submersible. Provide minimum 120 start heavy-duty motor, continuous rated, 50 degrees C. temperature rise, Class A insulation or 70 degrees C. rise for Class B insulation.
6. Muffler: Blow-out proof type between pumping plant and cylinder.

C. Controller:

1. Integral, floor or wall mounted as applicable to space conditions. Include door operating relays combined with controller. Provide solid state soft starting with starting switches rated at minimum 57% of horsepower rating. IEC method of line starter application is unacceptable. Provide three (3) manual reset overload relays, one in each line and reverse phase relay. Provide externally mounted permanently identified junction boxes on controller cabinets for termination of communication circuits.

D. Hydraulic elevator protective circuit:

1. In the event the car should stall due to low oil in the system or, if for other cause the car fails to reach the top landing within a predetermined time while traveling "up", a special circuit shall be provided which shall automatically return the car to the bottom landing and open the doors for 10 seconds after which the elevator will close doors and completely shut down. Recycling the mainline switch shall restore Service.

- E. Hydraulic elevator battery emergency lowering operation:
1. Provide a battery driven unit which will initiate operation of the Protective Circuit and lower elevator to bottom landing in the event of a power failure.
 2. Service shall be restored automatically upon restoration of normal power supply.
 3. Arrange with an exposed method of testing.
 4. Arrange circuitry so that, if the mainline switch is open when the power transfer takes place, the elevator will not respond to the operation of the protective circuit.
 5. Provide a double pole-isolating switch on the battery unit to disconnect the battery output.

PART 3 - EXECUTION:

3.01 GENERAL:

- A. Bidding documents:
1. Bidders shall examine existing conditions. Any discrepancies which affect the elevator work or conditions adverse to the bidder's equipment shall be brought to Owner's Representative's attention at least seven (7) days prior to the bid date. If no discrepancies are presented, changes required to accommodate bidder's equipment become the responsibility and cost to Contractor.

3.02 PREPARATION:

- A. Field measurements:
1. Field verify dimensions before proceeding with the work.
 2. Coordinate related work by other trades.

3.03 INSTALLATION:

- A. General:
1. Install per manufacturer's requirements, those of regulatory agencies and as specified.
- B. Welded Construction:
1. Provide welded connections for installation of elevator work where bolted connections are not required for subsequent removal or for normal operation, adjustments, inspection, maintenance and replacement of worn parts.
 2. Comply with AWS standards for workmanship and for qualifications of welding operators.
- C. Sound Isolation:

1. Mount rotating and vibrating elevator equipment and components on vibration-absorption mounts, designed to effectively prevent transmission of vibrations to structure and thereby, eliminate sources of structure-borne noise from elevator system.
- D. Lubrication:
1. Lubricate operating parts of systems as recommended by manufacturer.
- E. Alignment:
1. Coordinate alignment of hoistway entrances with elevator guide rails, for accurate alignment of entrances with cars. Where possible, delay final adjustment of sills and doors until car is operable in shaft. Reduce clearances to minimum, safe workable dimensions at each landing.
 2. Align guide rails plumb and parallel with maximum deviation of 1/16 inch. Anchorage of guide rails in pits shall not compromise waterproofing.
- F. Graphics:
1. Provide graphics visible to public as selected by Owner's Representative.
- G. Manufacturer's nameplates:
1. Manufacturer's nameplates, trademarks or logos not permitted on surfaces visible to public.
- H. Cleaning of the installation:
1. After the installation of each elevator has been completed and immediately prior to the carrying out of the tests, the machine room and all equipment therein, the elevator hoistways including outside of car and all ledges and similar areas, the elevator pit and equipment therein, and all door hanger runners, guides, tracks and sills shall be thoroughly cleaned down, preferably with vacuum cleaning equipment, and all dust, fluff, dirt, grit, excessive oil and grease and rubbish shall be removed from site.
- I. Finish painting after tests:
1. After satisfactory completion of the tests, any damage to the paint work shall be made good and the installation re-cleaned, if necessary, after which at least one final coat of gloss oil resistant or enamelized paint shall be applied by brushing or spraying in Contractor's customary colors to all the existing and new equipment in the machine room and also to such items in the hoistway or elsewhere which have received only a primer coat.
 2. Painting shall be performed either during normal working hours or after hours at no additional cost to the Owner.
- J. Painting of machine room, car tops and pit floors:
1. After the completion of the entire installation, the floor of each machine room and pit areas shall be thoroughly cleaned down and brush painted with one coat

of traffic paint having oil resistant properties. Owner's Representative will advise the color. Machine room painting shall be done during normal working hours.

2. Painting shall be performed after hours at no additional cost to the Owner for the pits and cartop equipment.

3.04 NOISE CONTROL:

A. General:

1. Contractor, in the preparation and the execution of the work, shall recognize the particular and mandatory requirements of the remodeling project due to the character of the work and the use occupancy of the building.
2. Contractor shall perform all noisy work as directed by Owner's Representative.

B. Building operations:

1. Noise and vibration generated by this construction for this work may, at times, create a problem for the operations of the building. In the event the noise produced by the construction work conflicts with the building function, Contractor, at the request of the Owner's Representative, shall reduce or stop the noise.
2. It should be noted that this is a courthouse and if directed by the Courts work shall stop immediately.

C. Measurement:

1. The noise level shall be measured on the "A" Scale of a sound level meter as follows:
 - a. With the meter located 3'-0" from the nearest staff work station to the elevator lobby, the sound level shall not exceed 75 dBA.
 - b. With the meter located 3'-0" from each machine room door at floor level, the sound level shall not exceed 85 dBA.
 - c. With the meter located 3'-0" from any hoistway door at any level, the sound level shall not exceed 90 dBA.

D. Types of noise generating work:

1. All grinding, chipping, pounding, sanding and cutting of holes and core drilling.

3.05 FIELD QUALITY CONTROL:

A. Regulatory agencies inspection:

1. Upon completion of elevators, Contractor shall provide instruments, weights and personnel to conduct test required by regulatory agencies. Contractor shall submit a complete report describing the results of the tests.

B. Examination and testing:

1. When installation is ready for final acceptance, notify and assist Owner's Representative in making a walk-through inspection of entire installation to assure workmanship and equipment complies with contract documents. Provide equipment to perform the following tests:
 - a. One-hour heat and run test with full load in car. Perform for one car of each duty.
 - 1) Stop car at each floor in each direction.
 - 2) Provide well-shielded thermometers for motor and generator and verify that temperatures do not exceed 50 degrees Centigrade above ambient.
 - 3) Performance and leveling tests shall be made before and after heat and run test.
 - b. Check and verify operation of all safety features and special operations.
 - 1) Measure horizontal acceleration.
 - 2) Pull mainline switch and check dynamic braking of Motor Drive units; fuses shall not blow.
 - 3) Measure acoustical output levels in machine room, lobbies and cars.
- C. Correction:
 1. Make corrections to defects or discrepancies at no cost to Owner's Representative. Should discrepancies be such that re-examination and retesting is required, Contractor shall pay for all costs including those of Owner's representative fees.
- D. Final acceptance:
 1. Final acceptance of the installation will be made only after all corrections are complete, final submittals and certificates received and the Owner's Representative is satisfied and the installation is complete in all respects. Final payment will not be made until the above is completed.

3.06 INSTRUCTIONS:

- A. Instruct Owner's personnel in proper use of each system.

3.07 PROJECT RECORD DOCUMENTS:

- A. As-built drawings:
 1. Contractor shall maintain at the job site a separate and complete set of contract drawings which will be used solely for the purpose of recording changes made in any portion of the work during the course of construction, regardless of the reason for such change.
 2. Changes, as they occur, will be marked on the record set of drawings on a daily basis.

3. The monthly payment will be withheld until the Owner's Representative has verified that "as-built" corrections are current. Before final payment is authorized, Contractor shall certify that all changes in the work are included on the drawings and will deliver such to the Owner's Representative.

B. Record drawings:

1. Contractor shall prepare "as-built" drawings in duplicate of any changes to electrical work on prints supplied by the Owner's Representative. During the course of construction, actual locations to scale shall be shown for all runs of mechanical and electrical work, installed in walls and floors or otherwise concealed. This shall cover all piping, electrical wiring, whether in conduit or cable, duct work, etc. shall be located, in addition, by dimension. All services shall be identified in ink on the prints.
2. In addition, Contractor shall keep a complete record copy of the plans and specifications for the use in preparing "as-built" plans and specifications at the end of the job. Contractor shall sign and date the prints and deliver them to the Owner's Representative.

3.08 MAINTENANCE:

A. General:

1. Provide complete continuing maintenance on entire elevator equipment during regular working hours on regular working days for the duration of the Project plus an additional year of maintenance during the warranty period following completion of the Project.

B. Examination:

1. Include systematic examination, adjustment, and lubrication of elevator equipment whenever required and replacement of defective parts with parts of same manufacture as required for proper operation. Contractor not responsible for repairs to car enclosures, door panels, frames, sills or platform flooring resulting from normal usage or misuse, accidents and negligence for which Contractor is not responsible. Examinations shall be performed monthly expending a minimum of one hour per unit per visit performing preventative maintenance service for hydraulic elevators .

C. Performance standards:

1. Maintain the performance standard set forth in this Specification and maintain correct operation of the dispatching system.
2. Maintain smooth starting and stopping, smooth riding qualities and accurate leveling at all times.

D. Call-backs:

1. In event of failures, provide 24 hour call-back service at no additional cost to Owner.

E. Elevator shutdowns:

1. Should any elevator become inoperative, repair within 24 hours of notification of such failure. Breakdown of major components shall be completed and service restored within 72 hours.
2. Failure to comply with above, Owner's Representative may order the work done by other contractors at Contractor's expense.
3. Devices repaired or replaced by others shall, nevertheless, become provided with maintenance by Contractor who shall become completely responsible for correct operation of such devices for lifetime of this contract.

F. Follow-up tests:

1. Test all safety devices and emergency operations at 6 month intervals or more often and submit written report on each test. Make tests at times which do not interfere with building operation.

G. Maintenance materials:

1. Expendable parts: Contractor shall provide a metal cabinet in at least one machine room on project premises containing expendable parts required for prompt replacement. Parts used for routine maintenance shall be replenished and stored in machine room to ensure an adequate supply is available.

H. Maintenance data:

1. After completion, and prior to final acceptance, submit three sets of complete and accurate maintenance data specific for each elevator. Final payment will not be made until received.
 - a. Manuals: Describe proper use and maintenance of equipment, lubrication points, types of lubricants used and frequency of lubricant application.
 - b. Parts catalogs: Complete listing of all parts of equipment and components used in the installation.
 - c. Wiring diagrams: One laminated set mounted in machine room, one reproducible set delivered to Owner's Representative. Wiring diagrams shall be as built, specific for this installation, and reference identification on drawings shall match points identified on terminals of controllers.
 - d. Maintenance tool and software manuals: Provide maintenance tools and supporting software documentation required for the complete maintenance of the entire system including diagnostics and adjusting. Maintenance tool may be hand held or built into control system and shall be of the type not requiring recharging or reprogramming nor of the automatic destruct type. The tool and supporting software may be programmed to operate only with this project's identification serial numbering.

I. Final service and inspection:

1. Two weeks before expiration of the year's maintenance, the equipment shall be lubricated, fully serviced, adjusted to the standards designated and emergency

service operation devices shall be checked. A complete inspection will be made by Owner's Representative.

J. Quotation:

1. The Firm Fixed Fee shall include the required maintenance of the elevators for the duration of the Project plus an additional year of maintenance and materials during the warranty period following completion of the Project.

APPENDIX 1
ELEVATOR UPGRADE AND MAINTENANCE PROJECT
SPECIFICATION NO. 15-02-EP
THE LOS ANGELES COUNTY LAW LIBRARY

PROJECT MAP

ATTACHMENT A - PROJECT MAP



- E(1): Elevator No. 1 – Northwest “Members Study”
- E(2): Elevator No. 2 – Northeast “Foreign Law”
- E(3): Elevator No. 3 – Southwest “Circulation”
- E(4): Elevator No. 4 – Southeast “Admin”