COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

MARK PESTRELLA, Director

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P.O. BOX 1460
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IN REPLY PLEASE
REFER TO FILE: BRC-2

June 18, 2026

NOTICE TO BIDDERS
MAGIC JOHNSON PARK MAKE READY AND PARKING PROJECT

Notice is hereby given that the Director of Public Works will accept sealed bids for furnishing all materials, labor, and equipment required to complete construction for the Magic Johnson Park Make Ready and Parking Project.

The bids must be submitted electronically using Bid Express, www.BidExpress.com, before 10:00 A.M. on Monday, July 27, 2026, and no bids may be submitted after that date and time. Bids will be opened and publicly declared at 2:00 P.M. on Monday, July 27, 2026, via online webcast.

A pre-bid conference and site visitation will be held on July 1, 2026, at 10:00 A.M. at the project site to provide information regarding the project, bidding process, and answer questions that potential bidders may have. Interested parties are requested to meet promptly at 12416 Avalon Boulevard, Los Angeles, CA 90061. Attendance is strongly encouraged but not mandatory.

If you have any questions regarding this Invitation for Bids, you may contact Ms. Ivonne Pena at (626) 458-2585 or by e-mail at ipena@pw.lacounty.gov.

Very truly yours,

MARK PESTRELLA, PE
Director of Public Works

Soo Kim

SOO KIM
Division Chief
Business Relations and Contracts Division

SK:ip

PROJECT MANUAL

MAGIC JOHNSON PARK MAKE READY AND PARKING PROJECT
12416 AVALON BLVD., LOS ANGELES, CA 90061
SPECS. NO.7918; C.P. NO. 8A189

Paul Murdoch Architects
6310 San Vicente Blvd., Suite 400
Los Angeles, CA 90048

June 2026

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
BUSINESS RELATIONS AND CONTRACTS DIVISION
900 SOUTH FREMONT AVENUE
ALHAMBRA, CA 91803-5311
(626) 458-2585
Email ipena@dpw.lacounty.gov

PROJECT MANUAL - TABLE OF CONTENTS
BIDDING AND CONTRACT REQUIREMENTS

DIVISON 00	BID REQUIREMENTS	PAGE(S)
Section 00 01 00	Instructions to Bidders	1-36
Section 00 03 00	Form of Bid	1-3
Section 00 03 10	Best Management Practices	1-1
Section 00 03 11	Construction and Demolition Debris Recycling Requirements	1-1
Section 00 03 12	Insurance Requirements	1-1
Section 00 03 14	Certification to Comply with Countywide Community Workforce Agreement (CWA) Form	1-1
Section 00 03 15	Cost Impact of Countywide Community Workforce Agreement (CWA) Form	1-1
Section 00 04 10	Bid Bond	1-1
Section 00 04 30	List of Subcontractors	1-4
Section 00 04 35	Community Business Enterprise Participation Form	1-2
Section 00 04 38	Request for County Program Preference Consideration	1-2
Section 00 04 38A	Subconsultant Certification Form	1-1
Section 00 04 40	Equals	1-2
Section 00 04 50	Noncollusion Affidavit	1-1
Section 00 04 60	Attestation of Willingness to Consider GAIN/GROW Participants	1-1
Section 00 04 65	3-Year Contracting History	1-1
Section 00 04 70	False Claims	1-2
Section 00 04 71	Civil Litigation History	1-2
Section 00 04 72	Criminal Convictions	1-2
Section 00 04 73	Debarment	1-2
Section 00 04 74	Labor Law/Prevailing Wage	1-2
Section 00 04 75	Integrated Pest Management Program Compliance Certification	1-1
Section 00 04 76	Charitable Contributions Certification	1-1
Section 00 04 77	Prospective Contractor List of Terminated Contracts	1-1
Section 00 04 79	Contribution and Agent Declaration Form	1-5
Section 00 04 85	Contractor Employee Jury Service Program	1-1
Section 00 04 87	Certification of Compliance-Contact with County Personnel and Code of Silence Period	1-1
Section 00 04 90	Contractor's Industrial Safety Record	1-1

Section 00 04 91	Injury and Illness Prevention Plan and Code of Safe Practices Affidavit	1-1
Section 00 04 92	Bidder's Organization Questionnaire/Affidavit	1-2
Section 00 04 93	Certification of Compliance with the County's Defaulted Property Tax Reduction Program	1-1
Section 00 04 94	Avoidance of Conflict of Interest	1-1
Section 00 04 95	Familiarity with the County Lobbyist Ordinance Certification	1-1
Section 00 04 96	Proposer's EEO Certification	1-1
Section 00 04 97	Compliance with Fair Chance Employment Hiring Practices Certification	1-1
Section 00 04 98	Zero Tolerance Human Trafficking Policy Certification	1-1
Section 00 04 99	Disallowed Cost Attestation	1-1

DIVISION 1 GENERAL REQUIREMENTS

Section 01 00 00	Project General Requirements	1-7
Section 01 14 00	Alteration Project Procedures	1-4
Section 01 26 13	Contractor's Request for Information	1-3
Section 01 29 73	Schedule of Values	1-2
Section 01 29 76	Progress Payment Procedures	1-6
Section 01 31 00	Coordination and Meetings	1-5
Section 01 31 19	Progress Meetings	1-2
Section 01 32 00	Construction Schedules	1-13
Section 01 32 33	Photographic Documentation	1-2
Section 01 33 00	Submittals	1-11
Section 01 33 23	Shop Drawings, Product Data and Samples	1-6
Section 01 35 46	Indoor Air Quality Procedures	1-3
Section 01 45 00	Quality Control	1-6
Section 01 50 00	Temporary Facilities	1-5
Section 01 57 00	Storm Water Pollution Prevention	1-15
Section 01 57 19	Temporary and Environmental Controls	1-10
Section 01 60 00	Product Handling	1-2
Section 01 66 00	Transport, Handling and Storage	1-2
Section 01 74 19	Construction and Demolition Debris Recycling	1-2
Section 01 74 23	Final Cleaning	1-3
Section 01 75 00	Project Added Stock	1-2
Section 01 77 00	Contract Closeout	1-7
Section 01 78 23	Operations and Maintenance	1-5
Section 01 78 36	Guarantees and Warranties	1-3
Section 01 78 39	Project Record Documents	1-3

Section 01 91 00 Commissioning 1-24

DIVISION 02 EXISTING CONDITIONS

Section 02 41 13 Site Demolition
Section 02 41 16 Structure Demolition

DIVISIONS 03-10 NOT USED

DIVISION 11 EQUIPMENT

Section 11 66 13 Parcourse Equipment

DIVISIONS 12-25 NOT USED

DIVISION 26 ELECTRICAL

Section 26 01 26 Inspection Test and Acceptance Requirements
Section 26 05 13 Basic Electrical Materials Methods
Section 26 56 17 Parking Lot LED Lighting

DIVISIONS 27-30 NOT USED

DIVISION 31 EARTHWORK

Section 31 10 00 Site Clearing
Section 31 22 00 Grading
Section 31 23 02 Excavation and Fill for Utilities
Section 31 23 04 Excavation for Structures
Section 31 25 00 Erosion and Sedimentation Controls
Section 31 32 00 Fences and Gates

DIVISION 32 EXTERIOR IMPROVEMENTS

Section 32 01 30 Operation and Maintenance of Site Improvements
Section 32 01 90 Tree and Shrub Preservation
Section 32 12 16 Asphalt Concrete Paving
Section 32 13 13 Site Concrete Work
Section 32 17 00 Pavement Markings and Bumpers
Section 32 84 00 Landscape Irrigation
Section 32 90 00 Landscape Planting

Section 32 92 22 Hydroseeding

DIVISION 33 UTILITIES

Section 33 05 28 Underground Utilities Marking
Section 33 10 00 Site Water Distribution System
Section 33 30 00 Sanitary Sewage system
Section 33 40 00 Storm Drainage System

DIVISIONS 34-48 NOT USED

EXHIBITS

A. Countywide Community Workforce Agreement
B. Los Angeles Regional Contractor Development and Bonding Program Flyer
C. Los Angeles County Contractor Development and Bonding Program FAQ's
C.04.1 Bid Alternate 1, Alternative Fencing, dated June 3, 2026

ATTACHMENTS

1. Limited Geotechnical Investigation, Magic Johnson Park, Mark Ready and Parking Project revised May 8, 2026.
2. Limited Geotechnical Investigation, Magic Johnson Park, Mark Ready and Parking Project revised June 5, 2026.
3. Limited Asbestos and Lead-Based Paint XRF Survey Report for Magic Johnson Make Ready and Parking Project dated May 28, 2026.

SECTION 00 01 00

INSTRUCTIONS TO BIDDERS

"This project includes the Countywide Community Workforce Agreement (CWA). Refer to EXHIBIT _A_."

PART 1 - GENERAL

1.01 COPIES OF BIDDING DOCUMENTS

a. Complete set of the Bidding Documents may be downloaded for free from the Los Angeles County Public Works website http://dpw.lacounty.gov/go/constructioncontracts.

b. Complete sets of Bidding Documents shall be used in preparing bids; the County does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

c. All Bidders for this solicitation are strongly encouraged to register at http://dpw.lacounty.gov/general/contracts/opportunities/. Only those Bidders registered for this solicitation through the DPW website will receive automatic notification when any update to this solicitation is made. **County does not have an obligation to notify any Bidders other than through the DPW website automatic notification system.**

d. Electronic Submission of Bid

Bids will only be accepted electronically through BidExpress, a secure online bidding service website, at www.bidexpress.com.

To submit the bid electronically, register with BidExpress, one week prior to the bid opening date. Once the Bidder is registered, an invitation will be sent to the Bidder to allow access to the solicitation on www.bidexpress.com. A Infotech/BidExpress Set-up Guide is included as an Enclosure for reference. There is a nominal service fee to use BidExpress.

Visit the Infotech Knowledge Center at the following link for more information: Bid Express® help guides. https://infotechinc.zendesk.com/hc/en-us/categories/360003900254-Bid-Express-at-www-bidexpress-com.

e. The bid opening will be held using Microsoft Teams, or County accepted platform. The information and link to access the bid opening will be posted

on Public Works website, on the project information link. Any changes to this procedure will be issued in a Notice to Bidders for this project.

1.02 QUALIFICATIONS OF BIDDERS AND SUBCONTRACTORS

a. The Bidder and each listed subcontractor must have a valid license, issued by the Contractors' State License Board, for the type of work proposed to be performed by the Bidder and each listed subcontractor under the contract. The required license(s) is required at time of bid in order to be considered a responsive bid.

b. This project requires the Bidder to possess a license classification of “A or B" at time of bid.

c. In addition to Article 1.02, a. and b., the specifications set forth require specialty licenses, experience requirements, and required certifications from manufacturers concerning approved installers. The apparent successful Bidder shall be required to demonstrate to the County's satisfaction within 10 calendar days of the bid opening that the Bidder and proposed subcontractors (whether required to be listed or not) possess these specialty licenses, experience requirements, and required certifications.

d. All Bidders and their subcontractors must be registered with the Department of Industrial Relations. Qualified contractors and subcontractors are listed on searchable database at:
https://services.dir.ca.gov/gsp.

1.03 EXAMINATION OF CONTRACT DOCUMENTS AND SITE

a. Before submitting a bid, each Bidder must: a) examine the Contract Documents thoroughly; b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress, or performance of the Work; c) become familiar with federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the Work; and d) study and carefully correlate Bidder's observations with the Contract Documents.

b. The submission of a bid will constitute an incontrovertible representation by the Bidder that Bidder has complied with every requirement of this Article and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

1.04 INTERPRETATIONS

a. All questions about the meaning or intent of the Contract Documents shall be submitted to the Department in writing. Replies will be issued by Notice to Bidders. Questions received less than ten (10) calendar days prior to the date for opening of bids will not be answered. Only questions answered by formal written notice will be binding. Oral and other interpretations or clarifications will be without legal effect.

b. **Contact with County Personnel and Code of Silence Period**

All contact regarding this solicitation or any matter relating thereto must be in writing and emailed to:

Attention Ms. Ivonne Pena, Contract Analyst
E-mail: ipena@pw.lacounty.gov
Telephone: (626) 458-2585

If it is discovered that Bidder contacted and received information from any County personnel, other than the person specified above, regarding this solicitation, County, in its sole determination, may disqualify their bid from further consideration. This prohibition of contacting other County personnel, unless otherwise approved in writing and directed by Contract Analyst, as of the issue date of this solicitation and continuing until the date of award of Contract(s) will be referred to as the Code of Silence period.

1.05 BID SECURITY

a. Bid security is required of each Bidder and shall be made payable to Los Angeles County, in an amount of ten percent (10%) of the Bidder's bid price, in the form of cash, a certified check, a cashier's check, or a bid bond issued by a California-admitted Surety.

b. The bid security of the successful Bidder will be retained until such Bidder has executed the Agreement and contract security, whereupon it will be returned; if the successful Bidder fails to execute and deliver the Agreement and furnish the required insurance and contract security within fourteen (14) calendar days of notification from County, the County may annul the Notice of Award and the bid security of that Bidder may be forfeited. The bid security of any Bidder whom the County believes to have a reasonable chance of receiving the award may be retained until the earlier of the effective date of the contract or the ninety-first (91) day after bid opening. Bid security of other Bidders will be returned within thirty (30) days of the bid opening.

1.06 CONTRACT TIME

a. The number of days within which, or the date by which, the Work is to be completed (the contract time) is set forth in Section 01 00 00, "Project General Requirements." By submitting a bid, each Bidder agrees that the contract time is reasonable and the Bidder is capable of performing all Work within the contract time.

1.07 LIQUIDATED DAMAGES

a. Provisions for liquidated damages, if any, are set forth in Section 01 00 00, "Project General Requirements."

1.08 SUBSTITUTE MATERIAL AND EQUIPMENT

a. The Contract, if awarded, will be on the basis of material and equipment described in the Drawings or specified in the Specifications unless the Bidder complied with the procedure for substitution of Equals as set forth in the General Conditions.

b. If any proposed substitution of an Equal is determined by the County to not be an Equal, the Contractor must complete the Work in accordance with the Drawings and Specifications for the accepted bid amount.

1.09 SUBCONTRACTORS

a. In accordance with Sections 4100 to 4113, inclusive of the Public Contract Code of the State of California, Contractors shall list, on the form provided, the name, license number, business location and classification of work for each subcontractor who will perform work, labor, or render service on the construction work in excess of one-half (1/2) of one percent (1%) of the total bid.

1.10 FORM OF BID

a. The Form of bid is attached hereto. Additional copies may be obtained from Contracts Administration Section, Business Relations and Contracts Division, 8th Floor.

b. The bid price of each item on the form must be stated in words and numerals; in case of a conflict, words will take precedence. Bid prices must be given for all bid items shown on the Form of Bid, including all additive alternatives. Failure to provide prices for all bid items may result in a determination by the County that the Form of Bid is nonresponsive.

c. Bids by corporations must be executed in the corporate name by the President or a Vice-President (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of corporation shall be shown below the signature.

d. Bids by partnership must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

e. All names must be typed or printed below the signature.

f. Bid Documents, Form of Bid, Section 00 03 00, must confirm receipt of any Notice to Bidders (if any).

1.11 SUBMITTAL OF BIDS

a. Bids will only be accepted electronically through BidExpress, a secure online bidding service website, at www.bidexpress.com. Bids shall be submitted at the time indicated in the Information for Bidders.

1. The following documents shall be submitted at the time of bid.

Required bid form documents:

- **Section 00 03 00** **Form of Bid**
- **Section 00 03 10** **Best Management Practices**
- **Section 00 03 11** **Construction and Demolition Debris Recycling Requirements**
- **Section 00 03 12** **Insurance Requirements**
- **Section 00 03 13** **LTWHP Jobs Coordinator**
- Section 00 03 14 Certification to Comply with Countywide Community Workforce Agreement (CWA) Form
- Section 00 03 15 Cost Impact of Countywide Community Workforce Agreement (CWA) Form
- **Section 00 04 10** **Bid Bond (scanned copy)**
- **Section 00 04 30** **List of Subcontractors**
- **Section 00 04 38** **Request for Preference Consideration**
- **Section 00 04 38A** **Subconsultant Certification Form**
- **Section 00 04 79** **Contribution and Agent Declaration Form-primary firm**

-
- **Section 00 04 87 Certification of Compliance-Contact with County Personnel and Compliance with Code of Silence Period**

Failure to confirm receipt of any Notice to Bidder(s) provided to bidders on Form of Bid, Section 00 03 00, as required, may result in a determination that the apparent low bidder is nonresponsive and/or nonresponsible.

2. Original Bid Bond shall be mailed in within two (2) calendar days from the bid opening. This is required only from the first, second, and third apparent lowest bidders.

3. The following document shall <u>not</u> be submitted at time of bid. Section 00 04 40, Equals, will only be required from the first, second, and third apparent lowest bidders and returned to the County no later than two (2) calendar days from the bid opening.

- **Section 00 04 40 Equals**

b. No mention shall be made of sales tax or use tax, as all bid prices submitted will be considered as including such tax.

c. The County may consider nonresponsive any bid not prepared and submitted in accordance with the provisions herein and, therefore, reserves the right to reject any or all bids so submitted. The County also reserves the right to accept alternative bids when called for and when items are to be bid on as units, to accept the bid for the list of such items in its entirety, or to accept any portion or portions of same.

d. **The following documents shall <u>not</u> be submitted at the time of bid. These forms will be required only from the first, second, and third apparent lowest bidders and returned to the County no later than seven (7) calendar days from the bid opening.**

Section 00 04 35 Community Business Enterprises (CBE) Participation Form. If the bidder does not meet the 25% CBE participation goal, provide documentation of bidder's good faith efforts to utilize CBEs. Refer to Article 1.16 of these Instructions to Bidders.
Section 00 04 50 Noncollusion Affidavit
Section 00 04 60 Attestation of Willingness to Consider GAIN/GROW Participants
Section 00 04 65 3-Year Contracting History
Section 00 04 70 False Claims

Section 00 04 71	**Civil Litigation History**
Section 00 04 72	**Criminal Convictions**
Section 00 04 73	**Debarment**
Section 00 04 74	**Labor Law/Prevailing Wage**
Section 00 04 75	**Integrated Pest Management Program Compliance Certification**
Section 00 04 76	**Charitable Contributions Certification**
Section 00 04 77	**Prospective Contractor List of Terminated Contracts**
Section 00 04 79	**Contribution and Agent Declaration Form-subconsultants/subcontractors**
Section 00 04 85	**Contractor Employee Jury Service Program-primary firm and subconsultants/subcontractors**
Section 00 04 90	**Contractor's Industrial Safety Record**
Section 00 04 91	**Injury and Illness Prevention Plan and Code of Safe Practices Affidavit**
Section 00 04 92	**Bidder's Organization Questionnaire/Affidavit**
Section 00 04 93	**Certification of Compliance with the County's Defaulted Property Tax Reduction Program**
Section 00 04 94	**Avoidance of Conflict of Interest**
Section 00 04 95	**Familiarity with the County Lobbyist Ordinance Certification**
Section 00 04 96	**Proposer's EEO Certification**
Section 00 04 97	**Compliance with Fair Chance Employment Hiring Practices Certification**
Section 00 04 98	**Zero Tolerance Human Trafficking Policy Certification**
Section 00 04 99	**Disallowed Cost Attestation**

e. Upon the County's request, each bidder agrees to provide the County with a cost breakdown of the bid in Construction Specification Institute (CSI) format. Failure to provide this information may result in a determination that the Bidder is nonresponsive and/or not responsible.

1.12 MODIFICATION AND WITHDRAWAL OF BIDS

a. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a bid must be executed) and delivered to the place where bids are to be submitted or by a Bidder's representative with proper identification and verification, at any time prior to the closing time for receipt of bids.

b. Relief of Bidders shall be as provided in Sections 5100-5107, inclusive, of the Public Contract Code of the State of California.

1.13 OPENING OF BIDS

a. Bids shall be opened publicly, read aloud, and the amount of the base bids and alternates (if any) shall be made available after the opening of bids.

b. Preliminary bids results will be posted on the same day on the Department of Public Works Website: http://dpw.lacounty.gov/general/contracts/opportunities/.

1.14 AWARD OF CONTRACT

a. If the County determines to award a contract, it shall be awarded to a responsive and responsible Bidder with the lowest bid price with preference to businesses that are certified by the County as a Local Small Business Enterprise, as set forth in Article 1.30 of these Instructions to Bidders. If there are alternatives, the lowest bid price shall be determined by adding the lump sum bid and the price of all alternatives. This does not preclude the Board of Supervisors from selecting any combination of alternates after the lowest responsible bidder has been determined. The Board of Supervisors reserves the right to reject any or all bids or to waive in the public interest technical errors and discrepancies in bids submitted.

b. The Board shall have the right to delay the award of the contract for 90 days after bids are opened and declared, unless otherwise agreed to by the County and Bidders. Bidders may withdraw their bids 91 calendar days after bids are publicly opened and declared by submitting written notice addressed to the Department. In evaluating bids, the County shall consider whether or not the bids comply with requirements, alternatives, and unit prices, if requested in the Form of Bid.

c. Extended Overhead Daily Rate

Extended Overhead Daily Rate is the sum of the Contractor's home office and field office overhead as applicable to this project.

The Bid Form contains an Extended Overhead Daily Rate which will be used to determine the additional compensation due the Contractor for each day of Compensable Delay. The number of days of Compensable Delay shown as a multiplier in the paragraph below is not intended as an estimate of the number of days of Compensable Delay, as defined in Section 00 07 00, General Conditions, Article 17.F.2 may be greater or lesser than the 30 days shown below.

The Extended Overhead Daily Rate in the Bid Form will be used in the evaluation of bids by multiplying the Extended Overhead Daily Rate times 30 days of Compensable Delay and adding it to the bidder's Lump Sum Bid price. However, the amount of the multiplied Extended Overhead Daily Rate for 30 days of Compensable Delay will not be included in the base contract amount.

d. Consultant Services Agreement

Following the determination of the successful bidder by the County, the County will issue a consultant services agreement for the preparation of the baseline construction schedule. The successful bidder shall return the signed consultant services agreement within three days of the County's issuance. Upon the County's receipt of the signed consultant services agreement, the County will authorize preparation of the Detailed Network Construction Schedule in accordance with Section 01 32 00 and preparation of the Schedule of Values in accordance with Section 01 29 73 of the project specifications. Only after acceptance by the County of the Detailed Network Construction Schedule in accordance with the minimum requirements set forth in Section 01 32 00, Construction Schedule, Section 01 29 73, Schedule of Values, Section 01 33 00, Submittals, and execution by the bidder of a contract for the entire project will the County execute a contract for the construction of the project.

Upon receipt by the County, of an acceptable Detailed Network Construction Schedule, Schedule of Values, and list of Submittals, the Bidder shall receive payment of the sum of Five-Thousand Dollars ($5000) as compensation to perform the work required to provide a Detailed Network Construction Schedule, Schedule of Values, and list of Submittals. The payment of $5000 shall be deducted from the overall construction contract base bid and shall not be in addition to it.

e. Failure to Produce Detailed Network Schedule and Schedule of Values

The Contractor must have or obtain expertise in the type of automated scheduling specified. The successful Bidder will have ten (10) calendar days from the issuance of a Notice to Proceed under the consultant services agreement to submit its Detailed Network Construction Schedule and Schedule of Values. The successful Bidder will have three (3) calendar days to provide County requested revisions to the Detailed Network Construction Schedule and Schedule of Values provided under the Consultant Services Agreement.

Submission of an acceptable Detailed Network Construction Schedule and Schedule of Values is a condition precedent to the execution of the construction contract by the County. Failure to meet these requirements may result in a determination and a recommendation that the Board of Supervisors determine that the successful Bidder is non-responsible because such failure reflects on the Bidder's ability to manage the work.

d. Consultant Services Agreement

Following the determination of the successful bidder by the County, the County will issue a consultant services agreement for the preparation of the baseline construction schedule. The successful bidder shall return the signed consultant services agreement within three days of the County's issuance. Upon the County's receipt of the signed consultant services agreement, the County will authorize preparation of the Detailed Network Construction Schedule in accordance with Section 01 32 00, preparation of the Schedule of Values in accordance with Section 01 29 73, of the project specifications and preparation of the Storm Water Pollution Prevention Plan in accordance with Section 01 57 00. Only after acceptance by the County of the Detailed Network Construction Schedule in accordance with the minimum requirements set forth in Section 01 32 00, Construction Schedule; Section 01 29 73, Schedule of Values; Section 01 33 00, Submittals; Section 01 57 00, Storm Water Pollution Prevention Plan, and execution by the bidder of a contract for the entire project will the County execute a contract for the construction of the project.

Upon receipt by the County, of an acceptable Detailed Network Construction Schedule, Schedule of Values, list of Submittals and SWPPP, the Bidder shall receive payment of the sum of Amount Dollars ($5,000) as compensation to perform the work required to provide a Detailed Network Construction Schedule, Schedule of Values, list of Submittals and SWPPP. The payment of $5,000 shall be deducted from the overall construction contract base bid and shall not be in addition to it.

e. Failure to Produce Detailed Network Schedule, Schedule of Values, and SWPPP:

The Contractor must have or obtain expertise in the type of automated scheduling specified. The successful Bidder will have ten (10) calendar days from the issuance of a Notice to Proceed under the consultant services agreement to submit its Detailed Network Construction Schedule, Schedule of Values, and SWPPP. The successful Bidder will have three (3) calendar days to provide County requested revisions to the Detailed Network Construction Schedule, Schedule of Values, and SWPPP provided under the Consultant Services Agreement.

Submission of an acceptable Detailed Network Construction Schedule, Schedule of Values and SWPPP, is a condition precedent to the execution of the construction contract by the County. Failure to meet these requirements may result in a determination and a recommendation that the Board of Supervisors determine that the successful Bidder is non-responsible because such failure reflects on the Bidder's ability to manage the work.

f. Execution of Contract by Bidder

Following bid opening and upon notification from Public Works, the apparent successful Bidder will be required to deliver within fourteen (14) calendar days to the offices of Public Works certificate(s) issued by the insurance carrier(s), payment and performance bonds, and three (3) signed and notarized contract signature pages. The contract pages must be signed by the corporate president and secretary, managing partner or sole proprietor.

g. Execution of Contract by County

When the Board of Supervisors or the Director has formally awarded the contract to the Successful Bidder, the County will execute the contract and issue the fully executed contract to the Contractor followed by the Notice to Proceed.

h. Failure to Resolve Equals

In accordance with the General Conditions, paragraph 2, subparagraph d, the first, second and third apparent lowest bidders will have two (2) calendar days after the bid opening to submit their list of Equals and ten (10) calendar days after the bid opening to submit all substantiating data and test results.

i. Protest Policy

The County will handle and process any and all protests in connection with this Bid according to the County of Los Angeles Contracting Manual, Countywide Construction Contracting Policy Guidelines, no. P-05-04, "Bid Protests", dated March 31, 2003. Bidders who wish to file a protest shall do so in accordance with the requirements specified in Construction Contracting Policy Guideline no. P-05-04, which can be found at http://dpw.lacounty.gov/general/bids/BidProtests.pdf

Policy Overview
The County of Los Angeles will process bid protests in a timely and consistent manner to assure that all prospective contractors/consultants are accorded fair and equal consideration for the award of County contracts.

Purpose and Scope
The purpose of this Policy Guideline is to convey the County's general course of action for addressing bid protests asserted by prospective contractors. This guideline will address the administrative guidelines for protests arising from the acquisition of construction and construction-related services under both the Invitation for Bid (IFB) and Request for Proposal (RFP) methods of solicitation.

Application and Responsibility
This Policy Guideline applies to all County departments involved in the contractor selection process for construction and construction-related contracts.

Policy Guidelines

1. **Introduction.** Protests received by the County before contract award shall be immediately forwarded to the Contract Analyst issuing the IFB or RFP. The Contract Analyst will prepare a written response, reviewed by County Counsel if necessary, and approved by the department/agency head or his/her designee.

2. **Timely Filing**. The protest of a likely contract award to the apparent lowest bidder (IFB) or best-qualified firm or consultant (RFP) must be made prior to contract award. Untimely notice will not serve the interests of either party. Protests should be received by the County at the earliest practical time.

3. **Post-Award Protests.** With respect to protests received after contract award, the County will not suspend contract performance or terminate the awarded contract unless so directed by the Board.

4. **Protest Format.** The protesting party's protest should reference all pertinent County, State, Federal, or local laws or regulations that are relied upon in support of the protest. Any documents relevant to the protest should be submitted. The County, at its discretion, may decide the protest without requesting further submittal(s) from the party submitting the protest. Thus, the initial protest should include all matters that the party wishes the County to consider in deciding the protest outcome. Such matters include, but are not limited to, the following:
   (1) The name and address of the party and its relationship to the procurement.
   (2) Identification of the proposed project or contract.
   (3) Description of the nature of the protest.
   (4) Identification of the provision(s) of the solicitation, regulations, or laws upon which the protest is based (i.e., identification of the technical specifications or item of content in the IFB/RFP).
   (5) Copies of all (or any) documentation supporting the allegations in the protest.
   (6) Statement of the specific relief requested.

5. **Protest Submittal.** The best interests of the parties are served if the protest is (1) filed with the Contract Analyst, (2) filed in a timely fashion, and (3) filed in the format and detail described in Protest Format above. A contractor may also appear in person before the Board. The Board, acting in the best interests of the County, may decide to continue with the award and acquisition subject to resolution of the protest.

6. **Protest Remedies.** A decision by the responsible official will be made based on the merits of the protest. A written response will be provided by the County and all findings and specified remedies will be considered final. The Board may suspend a contract upon a finding that the protest has merit and is based on solid legal principles.

7. **Authority for Administration of Protests.** The responsible official may assign Contract Analysts to conduct the administrative processing of protests filed with the County. Assigned Contract Analysts shall be responsible for proper distribution of protest submittals and responses, coordination of staff evaluation of the protest, compliance with the time limits stated herein, and maintenance of all documents related to the protest. The responsible official shall request County Counsel to review and advise the Contract Analyst concerning any legal issues involved in protests.

1.15 PERFORMANCE AND OTHER BONDS

a. The General Conditions and Supplementary Conditions set forth requirements as to performance bonds and other bonds. When the successful Bidder delivers the executed Agreement to the County, it shall be accompanied by the required contract security.

1.16 COMMUNITY BUSINESS ENTERPRISE (CBE) PARTICIPATION

a. The County encourages the participation of Community Business Enterprises (CBE) in the project and has established a goal of twenty-five percent (25%) CBE participation which all contractors must aspire to meet. Participation in the Work is based on total monetary value of the proposed subcontract. CBEs are defined as Minority/Women/Disadvantaged/Disabled Veteran/ Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning owned Business Enterprises (M/W/D/DVBE/LGBTQQ).

b. Bidders shall meet the established goal as indicated above. If the Bidder does not meet this established goal, Bidder shall document its good faith efforts to utilize CBEs. The Bidder shall submit the documentation of its good faith efforts to the County. County will evaluate the Bidder's good faith efforts to meet the CBE participation goal by the following criteria:

1. Bidder attended any pre-solicitation or pre-bid meetings scheduled by the County to inform all Bidders of the CBE program requirements for the Project.

2. Bidder identified and selected specific items of the Project for which the contract will be awarded to be performed by CBEs to provide an opportunity for participation by those enterprises.

3. Bidder advertised, not less than ten (10) calendar days before the date the bids are opened, in one or more daily or weekly newspaper trade association publications, minority- or trade-oriented publications, trade journals, or other media, specified by the local agency for CBEs that are interested in participating in the Project.

4. Bidder provided written notice of his or her interest in bidding on the contract to the CBEs required to be notified by the Project specifications not less than ten (10) calendar days prior to the opening of bids.

5. Bidder followed up initial solicitations of interest by contacting the enterprises to determine with certainty whether the enterprises were interested in performing specific items of the Project.

6. Bidder provided interested CBEs with information about the plans, specifications, and requirements for selected subcontracting or material supply work.

7. Bidder requested assistance from minority and women community organizations; minority and women contractor groups; local, state, or federal minority and women business assistance offices; or other organizations that provide assistance in the recruitment and placement of minority or women business enterprises, if any are available.

8. Bidder negotiated in good faith with the CBEs, and did not unjustifiably reject as unsatisfactory bids prepared by any CBE.

9. Where applicable, the Bidder advised and made efforts to assist interested CBEs in obtaining bonds, lines of credit, or insurance required by these Contract Documents.

10. Bidder's efforts to obtain CBE participation could reasonably be expected by the County to produce a level of participation sufficient to meet the goals and requirements of the County.

c. Bidder may request for a certified CBE listing via email the County of Los Angeles Office of Small Business at:

osb@dcba.lacounty.gov

For additional information, contact the County of Los Angeles Department of Consumer and Business Affairs (Small Business Services). The website is: dcba.lacounty.gov. The County of Los Angeles Certification Portal from the Office of Small business is at the same website for firms seeking County certification. **Information on this program and how to obtain certification are available on the County of Los Angeles Department of Economic Opportunity website: Office of Small Business | LA County AJCC, CA https://www.ajcc.lacounty.gov/businesses/office-of-small-business.**

d. Contractors, material, and services and supplies vendors interested in becoming registered as certified minority or women business enterprises may contact the County of Los Angeles Countywide Contract Compliance Section, at (626) 943-5619.

e. The first, second, and third apparent lowest bidders are required to submit documentation which describes the Bidder's good faith efforts to utilize CBEs within the timeframe indicated in Article 1.11 Submittal of Bids, paragraph d.

1.17 BEST MANAGEMENT PRACTICE (BMP) REQUIREMENTS

a. Contractor shall comply with the Los Angeles County Department of Public Works Construction Site Best Management Practices (BMP's) Manual, latest edition. A copy of the BMP Manual can be obtained at the Los Angeles County Department of Public Works Cashier's Office, 900 South Fremont Avenue, Alhambra, CA 91803, or call (626) 458-6959. Specific requirements for this Project are listed in Sections 00 03 10, 01 00 00, and 01 57 00.

b. Contractor shall use Construction and Demolition Debris Recycling Best Management Practices. Specific requirements are listed in Section 01 74 19. Copies of the Best Management Practices handbook are available at the Cashier's Office at the Department of Public Works at no cost to bidders.

1.18 RECYCLED BOND PAPER-CONTRACT LANGUAGE

Consistent with the Board of Supervisor's policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled content paper to the maximum extent possible on the project.

1.19 IMPROPER CONSIDERATIONS

a. Attempt to Secure Favorable Treatment
It is improper for any County officer, employee, or agent to solicit consideration, in any form, from a Bidder with the implication, suggestion or

statement that the Bidder's provision of the consideration may secure more favorable treatment for the Bidder in the award of a Contract or that the Bidder's failure to provide such consideration may negatively affect the County's consideration of the Bidder's submission. A Bidder must not offer or give either directly or through an intermediary, consideration, in any form, to a County officer, employee, or agent for the purpose of securing favorable treatment with respect to the award of a Contract.

b. Notification to County
A Bidder must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or https://fraud.lacounty.gov/. Failure to report such a solicitation may result in the Bidder's submission being eliminated from consideration.

c. Form of Improper Consideration
Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

1.20 CONSIDERATION OF GAIN/GROW PROGRAM PARTICIPANTS FOR EMPLOYMENT

As a threshold requirement for consideration for contract award, Bidders/Proposers shall demonstrate a proven record of hiring the County's Department of Public Social Services' (DPSS) Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work (GROW) participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Bidders/Proposers shall attest to a willingness to provide employed GAIN/GROW participants access to Bidders'/Proposers' employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

The County will refer GAIN/GROW participants by job category to the Contractor. DPSS may be contacted at the following locations:

Central County	(323) 730-6452
East San Fernando Valley	(818) 729-8933
Palmdale-Lancaster	(661) 575-2646
Pomona	(909) 392-3071
San Gabriel Valley	(626) 927-2723
South County	(310) 603-8359
Southeast County	(323) 261-3065
West County	(310) 655-7725
West San Fernando Valley	(818) 718-4337

Bidders/Proposers who are unable to meet this requirement shall not be considered for contract award.

1.21 CHILD SUPPORT COMPLIANCE PROGRAM

Contractor is required to fully comply with all applicable state and federal reporting requirements relating to employment reporting for its employees. Contractor is required to fully comply with all lawfully served wage and earnings assignment orders and notices of assignment. Failure to comply with state and federal reporting requirements regarding employees, or failure to implement lawfully served wage and earnings assignment orders or notices of assignment, constitutes a default under the contract, and failure to cure the default within 90 days of notice by the County, shall subject the contract to termination. Failure to comply with these requirements may be cause for debarment.

1.22 FEDERAL EARNED INCOME CREDIT

Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

1.23 REDUCTION OF SOLID WASTE

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on the project.

1.24 INJURY AND ILLNESS PREVENTION PLAN (IIPP) AND CODE OF SAFE PRACTICES (CSP) AFFIDAVIT

The apparent low Bidder shall submit Section 00 04 91, INJURY and ILLNESS PREVENTION PLAN (IIPP) AND CODE OF SAFE PRACTICES (CSP) affidavit no later than seven (7) calendar days after the bid opening. The affidavit requires that the Bidder shall have an IIPP and a CSP which complies with Cal/OSHA Regulations, and that all subcontractors supplying employees to the jobsite will be required to prove to the Contractor that they have an IIPP and a CSP which complies with Cal/OSHA Regulations, and that their jobsite employees have been trained on IIPP and CSP.

Failure to submit this affidavit as required, may result in a determination that the apparent low Bidder is nonresponsive.

1.25 DETERMINATION OF BIDDER RESPONSIBILITY

a. A responsible Bidder is a Bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to

satisfactorily perform the contract. It is the County's policy to conduct business only with responsible consultants.

b. Bidders are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the Bidder is responsible based on a review of the Bidder's performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Bidder against public entities. Labor law violations which are the fault of subcontractors and of which the Bidder had no knowledge shall not be the basis of a determination that the Bidder is not responsible.

c. The County may declare a Bidder to be non-responsible for purposes of this contract if the Board of Supervisors, in its discretion, finds that the Bidder has done any of the following: (1) violated a term of a contract with the County; (2) committed an act or omission which negatively reflects on the Bidder's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

d. If there is evidence that the highest ranked Bidder may not be responsible, the Department shall notify the Bidder in writing of the evidence relating to the Bidder's responsibility, and its intention to recommend to the Board of Supervisors that the Bidder be found not responsible. The Department shall provide the Bidder and/or the Bidder's representative with an opportunity to present evidence as to why the Bidder should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation.

e. If the Bidder presents evidence in rebuttal to the Department, the Department shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the Bidder shall reside with the Board of Supervisors.

f. The terms shall also apply to proposed subcontractors of Bidders on County contracts.

1.26 BIDDER DEBARMENT

a. The Bidder is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Bidder from proposing on, or being awarded, and/or performing work on other County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and the County may terminate any or all of the Bidder's existing contracts with the County, if the Board of Supervisors finds, in it discretion, that the Bidder has done any

of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Bidder's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

b. If there is evidence that the highest ranked Bidder may be subject to debarment, the Department shall notify the Bidder in writing of the evidence which is the basis for the proposed debarment, and shall advise the Bidder of the scheduled date for a debarment hearing before the Contractor Hearing Board.

c. The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The Bidder and/or the Bidder's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Bidder should be debarred, and, if so, the appropriate length of time of the debarment. The Bidder and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

d. After consideration of any objections, or if no objections are received, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

e. If a Bidder has been debarred for a period longer than five years, that Bidder may, after the debarment has been in effect for at least five years; submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Bidder has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

f. The Contractor Hearing Board will consider requests for review of a debarment determination only where (1) the Bidder has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request,

the Contractor Hearing Board will provide notice of the hearing on the request. After the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

g. These terms shall also apply to proposed subcontractors of Bidders on County contracts.

1.27 CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM

The prospective contract is subject to provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

a. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

b. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by the County. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

c. If a contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the contractor must so indicate in the Certification Form and Application for Exception and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the contractor's application, the County will determine, in its sole discretion, whether the contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

d. If a contractor is not required to comply with the Jury Service Program when the contract commences, the contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the contractor must immediately notify the County if the contractor at any time either comes within the Jury Service Program's definition of "contractor" or if the contractor no longer qualifies for an exception to the Program. In either event, the contractor must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the contract and at its sole discretion, that a contractor demonstrate to the County's satisfaction that the contractor either continues to remain outside the Jury Service Program's definition of "Contractor" and/or the contractor continues to qualify for an exception to the Program.

e. If a contractor uses a subcontractor to perform services for the County under the contract, the subcontractor shall also be subject to the provisions of the Jury Service Program, unless the subcontractor 1) does not fall within the definition of "contractor" or 2) meets one of the exceptions to the Jury Service Program. The provisions of the Jury Service Program must be inserted into any applicable agreement and a copy of the Jury Service Program shall be attached to the agreement.

f. A contractor's violation of the Jury Service Program may constitute a material breach of the contract. In the event of such material breach, County may, in its sole discretion, terminate the contract and/or bar a contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

1.28 VENDOR REGISTRATION WITH THE COUNTY OF LOS ANGELES

All potential bidders/proposers with the County of Los Angeles are required to register in WebVen and have a valid vendor number assigned to them. The vendor number is required by the Auditor-Controller and is necessary for any payments to be made to a contractor who is awarded a County project. Vendor registration can

be done online at http://camisvr.co.la.ca.us/webven or calling the County's Internal Service Department Central Purchasing Vendor Relations Unit at (323) 267-2650. If you are awarded a contract and you do not have a valid vendor number, your payments will be delayed until you are registered.

1.29 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT

Contractor shall have no claim against County for payment for any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

1.30 COUNTY'S PREFERENCE PROGRAM: LOCAL SMALL BUSINESS ENTERPRISE

Overview of County's Preference Program

The County of Los Angeles has The Local Small Business Enterprise (LSBE) preference program. The Board of Supervisors encourages business participation in the County's contracting process by continually streamlining and simplifying our selection process and expanding opportunities for these businesses to compete for County opportunities.

The LSBE Preference Program requires that a business must complete County of Los Angeles certification prior to requesting a preference in a solicitation. This program and how to obtain certification are further explained in this solicitation.

The maximum percentage of a LSBE Preference Program preference shall be 7 percent of the lowest responsible bidder meeting specifications and the maximum financial value shall be one hundred fifty thousand dollars ($150,000) for any bid.

Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified LSBE when not qualified.

a. **Local Small Business Enterprise (LSBE) Preference Program**

The County will give LSBE preference during the solicitation process to businesses that meet the definition of a LSBE, consistent with Chapter 2.204.030C.1 of the Los Angeles County Code. An LSBE is defined as a business: 1) certified by the State of California as a small business and has

had its principal place of business located in Los Angeles County for at least one year; or 2) certified as a small business enterprise with other certifying agencies pursuant to the Department of Consumer and Business Affair's (DCBA) inclusion policy that: a) has its principal place of business located in Los Angeles County, and b) has revenues and employee sizes that meet the State's Department of General Services requirements. **The business must be certified by the Department of Consumer and Business Affairs as meeting the requirements set forth above prior to requesting the LSBE Preference in a solicitation.**

To apply for certification as an LSBE, businesses should contact the County of Los Angeles Department of Consumer and Business Affairs at http://dcba.lacounty.gov

Certified LSBEs may only request the preference if the certification process has been completed and certification is affirmed. Businesses must complete and submit Section 00 04 38 Request for Preference Consideration Form and submit a letter of certification from the County of Los Angeles Department of Consumer and Business Affairs (DCBA) with their proposal. As shown on the County DCBA letter, the certification must be valid as of the bid due date.

Information about the State's small business enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Small Business Certification and Resources Web site at http://www.pd.dgs.ca.gov/smbus/default.

b. Should one or more of the Bidders request and be granted the Local Small Business Enterprise (LSBE) Preference, the bid amount shall be adjusted as follows:

Local Small Business Enterprise (LSBE) Preference: Seven percent of the lowest bid amount will be calculated, which shall not exceed $150,000, and that amount will be deducted from the bid amounts submitted by all LSBE bidders who requested and were granted the LSBE Preference.

The contract award will be the bidder's original bid price, not the price with preference(s) that is used for evaluation purposes.

Preference Program Enterprises (PPEs) - Prompt Payment Program
It is the intent of the County that Certified Preference Program Enterprises (PPEs) receive prompt payment for services they provide to County Departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an approved, undisputed invoice which has been properly matched against documents such as a receiving, shipping, or services delivered report, or any other validation of receipt document consistent with Board Policy 3.035 (Preference Program Payment Liaison and Prompt Payment Program).

1.31 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

1.32 REQUIRED CERTIFICATION/DISCLOSURE

Bids must provide full disclosure on violations and civil/criminal legal actions as provided for on the bidding requirement forms Sections 00 04 70, 00 04 71, 00 04 72, 00 04 73, and 00 04 74. Failure to complete these forms may result in a determination that the Bidder is nonresponsive and/or not responsible.

1.33 NOTIFICATION TO COUNTY OF PENDING ACQUISITIONS/MERGERS BY BIDDING COMPANY

The Bidder shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Bidder is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers. This information shall be provided by the Bidder on Section 00 04 92 - Bidder's Organization Questionnaire/Affidavit. Failure of the Bidder to provide this information may eliminate its bid from any further consideration. Bidder shall have a continuing obligation to notify the County and update any changes to its response in Section 00 04 92 - Bidder's Organization Questionnaire/Affidavit during the solicitation.

1.34 COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

The prospective contract is subject to the requirements of the County's Defaulted Property Tax Reduction Program (Los Angeles County Code, Chapter 2.206). Prospective contractors should carefully read the Defaulted Tax Program Ordinance and the pertinent provisions of the sample contract which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program

applies to both contractors and their subcontractors.

Bidders/proposers shall be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or shall certify that they are exempt from the Defaulted Tax Program by completing Certification of Compliance with the County's Defaulted Property Tax Reduction Program required forms. Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation or debarment proceedings against the non-compliant contractor (Los Angeles County Code, Chapter 2.202).

Bids/proposals that fail to comply with the certification requirements of the Defaulted Tax Program will be considered non-responsive and excluded from further consideration.

1.35 LOCAL AND TARGETED WORKER HIRE PROGRAM

Local and Targeted Worker Hire Program applies to this project.

A. At least 30 percent of total California construction labor hours worked on each project must be performed by a qualified Local Resident. Where allowable, contractors are encouraged to achieve higher participation levels for Local Residents.

B. At least 10 percent of total California hours worked shall be performed by County residents classified as a Targeted Worker facing barriers to employment. Hours worked by a Targeted Worker who is also a Local Resident may be applied towards the 30 percent Local Resident hire goal. A Target Worker is a resident of the County who has indices of career-limiting circumstances, specifically, one or more of the following:

    1. Has a documented annual income at or below 100 percent of the Federal Poverty Level;
    2. No high school diploma or GED;
    3. A history of involvement with the criminal justice system;
    4. Protracted unemployment (receiving unemployment benefits for at least 6 months);
    5. Is a current recipient of government cash or food assistance benefits;
    6. Is homeless or has been homeless within the last year;
    7. Is a custodial single parent;
    8. Is a former foster youth; or
    9. Is a veteran, or is the eligible spouse of a veteran of the United States armed forces, under Section 2(a) of the Jobs for Veterans Act (38 U.S.C.4215[a]).
    10. Eligible Migrant and seasonal farmworkers
    11. English Language Learners

12. Older Individuals (55+)
13. Disabled
14. Individuals with Low Levels of Literacy
15. Multi-Craft Core Curriculum (MC3) program graduates.

C. A Local Resident is defined as an individual living within the Tier 1 or Tier 2 ZIP Codes of the County. Before employing worker(s) from Tier 2 ZIP Codes, the available pool of local residents whose primary place of residence is within Tier 1 ZIP Codes must first be exhausted. Tier 1 means ZIP Codes within five (5) miles of the proposed project site, and where the average percentage of households living below 200 percent of the Federal Poverty Level (FPL) is greater than the County average for such households. Tier 2 means any ZIP Codes within the County where the average percentage of households living below 200 percent of the FPL is greater than the County average for such households. This definition shall also apply to affordable housing projects and for privately financed developments located on County property.

D. Contractor shall comply with the provision required under the Local and Targeted Hire Program in the Agreement.

E. In addition, there shall be a **mandatory** requirement to use a Jobs Coordinator to be hired directly by the contractor, prior to the start of work on the project. The Jobs Coordinator is an independent third-party individual, entity, or employee with whom the Prime Contractor enters into a contract or employs to facilitate the implementation of the Local and Targeted Worker Hiring Requirements of this Agreement. The Jobs Coordinator may be selected from the approved Jobs Coordinators list available as Form 00 09 12-5. If the Prime Contractor utilizes an employee as a Jobs Coordinator, the Jobs Coordinator must be able to demonstrate or document to the County the minimum qualifications and/or experience to fulfill the duties and responsibilities as outlined in Sections 2.02 and 2.03.

F. Per State Labor Code, a minimum ratio of one apprentice hour for every five journeyman hours shall be enforced, and contractors shall strive to obtain half of all apprentice hours on the project be performed by Local and Targeted Workers. Hours worked by an apprentice who is also a Targeted Worker or a Local Resident may be applied towards the 30 percent Local Resident and/or the 10 percent Targeted Worker hire goals.

1.36 Contractor CARD Track/Monitoring Database

The County maintains the Contractor Alert Reporting Database (CARD), which is used to track/monitor poorly performing contractors. When a County department identifies a significant performance/non-compliance issue(s) with a contractor, the department will provide notice to the contractor and will give the contractor an opportunity to correct the issue(s). If the contractor does not take any appropriate steps to correct the issue(s), the County department will enter the contractor, along with any other relevant information pertaining to the contractor's performance

issue(s), into CARD.

The information entered into CARD can be accessed by all County departments, and will be used, along with any other relevant information not included in CARD, in determining bidder responsibility. If a department reviews this information and determines that a finding of non-responsibility should be pursued, the department will adhere to the guidelines specified in the Los Angeles County Code Chapter 2.202, and the County's Implementation Procedures for Determinations of Contractor Non-Responsibility and Contractor Debarment.

1.37 Time Off for Voting

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

1.38 ADDITIONAL BIDDER REQUIREMENTS

a. **A pre-bid conference** and site visitation will be **held on July 1, 2026, at 10:00AM,** at the project site to provide information regarding the project, bidding process and answer questions that potential bidders may have. Interested parties are requested to meet promptly at **12416 Avalon Blvd., Los Angeles, CA 90061**. Attendance is strongly encouraged but not mandatory.

b. NO ADDITIONAL REQUIREMENTS.

Additional documents:

Attachment 1: Limited Geotechnical Investigation, Magic Johnson Park-Make Ready and Parking Project, revised June 5, 2026 prepared by Geocon.

1.40 PUBLIC WORKS CONTRACTOR REGISTRATION PROGRAM

a. This project is a public work as defined in Section 1720 of the California Labor Code, and subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR).

b. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to requirements of Section 4104 of the California Public Contract Code, or engage in the performance of any contract for public works, unless currently registered with the Department of Industrial Relations

and qualified to perform public work pursuant to California Labor Code Section 1725.5.

c. The County shall not accept any bid nor award any contract without proof of the contractor and subcontractor's current registration to perform the project. A copy of the confirmed registration from the Department of Industrial Relations website (https://services.dir.ca.gov/gsp) must be attached in applicable part of the bid package. The bid submitted by an unregistered contractor shall be basis for considering the bid non-responsive [with limited exceptions from this requirement for bid purposes only under Labor Code Section 1771.1].

d. An inadvertent error in listing an unregistered subcontractor pursuant to Labor Code Section 1725.5 in a bid proposal shall be grounds for considering the bid non-responsive, unless:

(1) The subcontractor is registered prior to the bid opening.

(2) Within 24 hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(3) The subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code.

e. All contractors and subcontractors must furnish certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) in a format prescribed by the Labor Commission.

f. The prime contractor is required to post job site notices prescribed below:

8 Calif. Code Reg. §16451(d):

"This public works project is subject to monitoring and investigative activities by the Compliance Monitoring Unit (CMU) of the Division of Labor Standards Enforcement, Department of Industrial Relations, State of California. This Notice is intended to provide information to all workers employed in the execution of the contract for public work and to all contractors and other persons having access to the job site to enable the CMU to ensure compliance with and enforcement of prevailing wage laws on public works projects.

"The prevailing wage laws require that all workers be paid at least the minimum hourly wage as determined by the Director of Industrial

Relations for the specific classification (or type of work) performed by workers on the project. These rates are listed on a separate job site posting of minimum prevailing rates required to be maintained by the public entity which awarded the public works contract. Complaints concerning nonpayment of the required minimum wage rates to workers on this project may be filed with the CMU at any office of the Division of Labor Standards Enforcement (DLSE).

Local Office Telephone Number:

Division of Labor Standards Enforcement Office
320 W. Fourth Street, Suite 450
Los Angeles, CA 90013
(213) 620-6330

"Complaints should be filed in writing immediately upon discovery of any violations of the prevailing wage laws due to the short period of time following the completion of the project that the CMU may take legal action against those responsible.

"Complaints should contain details about the violations alleged (for example, wrong rate paid, not all hours paid, overtime rate not paid for hours worked in excess of 8 per day or 40 per week, etc) as well as the name of the employer, the public entity which awarded the public works contract, and the location and name of the project.

"For general information concerning the prevailing wage laws and how to file a complaint concerning any violation of these prevailing wage laws, you may contact any DLSE office. Complaint forms are also available at the Department of Industrial Relations website found at http://www.dir.ca.gov/Public-Works/PublicWorks.html."

g. In addition, electronic certified payroll records must be submitted to the County through an online system designated by the County when requested by County.

1.41 MENTAL HEALTH SERVICES FOR CRITICAL INCIDENTS

In the event of a serious accident on the Project site, the Los Angeles County Department of Mental Health (DMH) will, if requested, respond. The response may be within a few hours or as long as a few days after the incident, depending on when the request was made. The services DMH will provide include crisis intervention, normalization of the stress response that survivors may be experiencing, stress management techniques and resources if the stress reactions increase in frequency or intensity. Requests for services may be made by calling the DMH Emergency Outreach Bureau Deputy Director, (213) 738-4924, during normal business hours or the ACCESS Center, (800) 854-7771, evenings, holidays, and weekends.

1.42 CONTRACTOR INDEPENDENCE/PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S)

In accordance with Board Policy No. 5.090, Contractor Independence, the County Board of Supervisors has adopted a countywide policy that prohibits any person, or any firm or any subsidiary of a firm (collectively "firm") from submitting a bid or proposal in any County solicitation process where the person or firm, assisted in the development of the solicitation document(s).
A Bidder/Proposer, or a Contractor or its subsidiary or Subcontractor ("Bidder/Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Bidder/Proposer/Contractor has provided advice or consultation for the solicitation. A Bidder/Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Bidder/Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of the Bidder/Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract.

1.43 Background and Security Investigations

Background and security investigations of Contractor's staff may be required at the discretion of the County as a condition of beginning and continuing work under any resulting Contract. The cost of background checks is the responsibility of the Contractor.

1.44 LOCAL SMALL BUSINESS ENTERPRISE/SOCIAL ENTERPRISE/DISABLED VETERANS BUSINESS ENTERPRISE UTILIZATION

Local Small Business Enterprise means a business that is certified by the County of Los Angeles as a Local Small Business Enterprise (Local SBE), consistent with Chapter 2.204 of the Los Angeles County Code.

1. When requested by the County, the contractor shall provide to the County via methods specified by the County, such as submission of electronic live (or dynamic) data on invoices for the prime and all subcontractors using County-designated third party software system or to a County approved website, or other means of submitting expenditure information on subcontractors, including but not limited to the following information: the name, business address, California Contractor License number and telephone number/email address of each subcontractor who will perform work or labor for the contractor on the Project in an amount in excess of one-half of 1 percent of the contractor's total bid. In addition, the contractor shall be required to provide each of the specified subcontractors' Local SBE status (i.e., whether any of the listed subcontractors are Local SBE's), Social Enterprise (SE) status, and Disabled Veterans Business Enterprise status, and the proposed monetary amount of the work the subcontractor will perform on the Project. In addition, at the time of submittal of the final invoice, the contractor shall indicate, via methods specified by the County,

the actual dollar amounts paid to each listed subcontractor who performed work on the project.

2. Contractor's failure to comply with the provisions of this Article is a material breach of the Agreement. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure to the Contractor to comply with this Article. The parties agree that under the current circumstances a reasonable estimate of such damages is specified in the Schedule for Liquidated Damages for Local Small Business Enterprise Utilization hereunder, and that the Contractor shall be liable to the County for said amounts.

   If in the judgment of the Director, or his/her designee, the Contractor is deemed to be in non-compliance with the terms and obligations assumed hereby, the Director or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein in this Agreement, may deduct and withhold liquidated damages from County's final payment to the Contractor as follows:

SCHEDULE FOR LIQUIDATED DAMAGES FOR LOCAL SMALL BUSINESS ENTERPRISE/SOCIAL ENTERPRISE/DISABLED VETERANS BUSINESS ENTERPRISE UTILIZATION

Final Invoice Price	Liquidated Damages
Up to $100,000	$50.00 plus 0.1% of contract amount
$100,001 to $500,000	$150.00 plus 0.07% of all over $100,000
Over $500,000	$430.00 plus 0.05% of all over $500,000

1.45 Proposer's Acknowledgement of County's Commitment to Zero Tolerance Human Trafficking

On October 4, 2016, the Los Angeles County Board of Supervisors approved a motion taking significant steps to protect victims of human trafficking by establishing a zero tolerance human trafficking policy. The policy prohibits contractors engaged in human trafficking from receiving contract awards or performing services under a County contract.

Contractors are required to complete 00 04 98 Zero Tolerance Human Trafficking Policy Certification, certifying that they are in full compliance with the County's Commitment to Zero Tolerance Human Trafficking provision as defined in "Compliance with County's Zero Tolerance Human Trafficking" in the Agreement. Further, contractors are required to comply with the requirements under said provision for the term of any contract awarded pursuant to this solicitation.

Notwithstanding Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, Section 9204 of the Public Contract Code shall apply to any claim by the Contractor in connection with the Project.

a) Upon receipt of a claim pursuant to Section 9204 of the Public Contract Code, the County will conduct a reasonable review of the claim and, within a period not to exceed 45 Days, provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, the Contractor and the County may, by mutual agreement, extend the aforementioned time period.

b) The Contractor shall furnish reasonable documentation to support the claim.

c) If Board approval is needed to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the Board does not meet within the 45 Days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the County will have up to 3 Days following the next duly publicly noticed meeting of the Board after the 45-Day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

d) Any payment due on an undisputed portion of the claim will be processed and made within 60 Days after the County issues its written statement. If the County fails to issue a written statement, paragraph (j) shall apply.

e) If the Contractor disputes the County's written response, or if the County fails to respond to a claim issued pursuant to Section 9204 within the time prescribed, the Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the County will schedule a meet and confer conference within 30 Days for settlement of the dispute.

f) Within 10 business days (Monday-Thursday) following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the County will provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 Days after the County issues its written statement. Any disputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the County and the Contractor sharing the associated costs equally. The County and the Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside those established in Section 9204.

g) Mediation shall include any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in Section 9204.

h) Unless otherwise agreed to by the County and the Contractor in writing, the mediation conducted pursuant to Section 9204 shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

i) Section 9204 does not preclude the County from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under Section 9204 does not resolve the parties' dispute.

j) Failure by the County to respond to a claim from the Contractor within the time periods described in this subdivision or to otherwise meet the time requirements of Section 9204 shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the County's failure to have responded to a claim, or its failure to otherwise meet the time requirements of Section 9204, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

k) Amounts not paid in a timely manner as required by Section 9204 will bear interest at 7 percent per annum.

l) If a Subcontractor or a lower tier Subcontractor lacks legal standing to assert a claim against the County because privity of the Contract does not exist, the Contractor may present to the County a claim on behalf of a Subcontractor or lower tier Subcontractor. A Subcontractor may request in writing, either on its own behalf or on behalf of a lower tier Subcontractor, that the Contractor present a claim for work which was performed by the Subcontractor or by a lower tier Subcontractor on behalf of the Subcontractor. The Subcontractor requesting that the claim be presented to the County shall furnish reasonable documentation to support the claim. Within 45 Days of receipt of this written request, the Contractor shall notify the Subcontractor in writing as to whether the Contractor presented the claim to the County and, if the original Contractor did not present the claim, provide the Subcontractor with a statement of the reasons for not having done so.

m) A waiver of the rights granted by Section 9204 is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the Contractor and the County may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) the County may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of Section 9204, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in Section 9204.

1.47 Proposer's Acknowledgement of County's Commitment to Fair Chance Employment Hiring Practices

On May 29, 2018, the Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with

criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (Section 12952).

Contractors are required to complete Compliance with Fair Chance Employment Hiring Practices Certification (Required Forms), certifying that they are in full compliance with Section 12952, as indicated in the Sample Contract. Further, contractors are required to comply with the requirements under Section 12952 for the term of any contract awarded pursuant to this solicitation.

1.48 Default Method of Payment: Direct Deposit or Electronic Funds Transfer (EFT)

The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

Upon contract award or at the request of the A-C and/or the contracting department, the Contractor shall submit a direct deposit authorization request with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

Upon contract award or at any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

1.49 Disallowed Cost

If Proposer's compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last 10 years, Proposer must not have unresolved questioned costs identified by the Auditor-Controller, in an amount over $100,000.00, that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.

1.50 Compliance with the County Policy of Equity

The consultant acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as

set forth in the County Policy of Equity (CPOE) (https://ceop.lacounty.gov/). The consultant further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The consultant, its employees and subconsultants acknowledge and certify receipt and understanding of the CPOE. Failure of the consultant, its employees or its subconsultants to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the consultant to termination of contractual agreements as well as civil liability.

1.51 Integrated Pest Management (IPM) Program Compliance

1.51.1 The County of Los Angeles is a permittee to a National Pollutant Discharge Elimination System Permit (NPDES Permit) issued by the Los Angeles Regional Water Quality Control Board to reduce or eliminate pollutants moved into surface water through storm water management systems and facilities. One of the conditions of the NPDES Permit is the implementation of an Integrated Pest Management Program (IPM Program) crafted to reduce the impact of pesticides and fertilizers to surface water.

1.51.2 The prospective contract is subject to the requirements of the County's IPM Program. Two main components of the Program include a training component for contractor employees who apply pesticides on County owned or maintained property, as well as monthly and annual reporting to the Los Angeles County Department of Agricultural Commissioner/ Weights and Measures (ACWM).

1.51.3 Proposers are required to complete Integrated Pest Management Program Compliance Certification in Required Forms, acknowledging and certifying compliance with the County's Integrated Pest Management Program, Compliance with County's Integrated Pest Management Program in Sample Contract. Further, contractors are required to comply with the requirements under said provision for the term of any contract awarded pursuant to this solicitation.

1.52 COVID-19 Vaccinations of County Contractor Personnel

When applicable and required by the County, the Contractor shall comply with all other applicable local, departmental, State, and federal laws, regulations, and requirements for COVID-19.

1.53 Contractor Development and Bonding Program

Contractor Development and Bonding Program (CDABP) - Administered by the Chief Executive Office of the County of Los Angeles for all County Construction Contracting Departments. The CDABP provides a broad range of contractor technical assistance, training, and support in qualifying for bonds, as well as

contract financing for County awarded contracts. CDABP assistance is available to prime and subcontractors. The CDABP is a County funded resource designed to reduce the barriers to small and diverse firms seeking to bid and contract on County projects. For information on the CDABP, please contact Contract Analyst.

1.54 Application of Countywide Community Workforce Agreement

The Countywide Community Workforce Agreement (CWA) with the Los Angeles/Orange Counties Building and Construction Trades Council and its respective unions was fully executed on June 7, 2023. A copy of the Countywide CWA is included as **Exhibit A** of the Project Manual and will become an Exhibit in the final contract for this project. Countywide CWA will apply to this Project. The Contractor shall comply with all terms therein and shall be bound by the terms and conditions of the Countywide CWA applicable to the contractors for all Work on the Project for the entire duration of the Project. Countywide CWA shall be deemed incorporated in full into this agreement including, but not limited to, the provisions regarding the hiring of workers for the Project by the Contractor and all of its subcontractors of all tiers. Contractor shall execute and return to the County the Letter of Assent, attached to the Countywide CWA as Attachment A to the **Exhibit** A, at the time of contract execution and shall cause each of its subcontractors of all tiers to also execute and return to the County a copy of the Letter of Assent.

1.55 Contribution and Agent Declaration

Government Code Section 84308 requires a party to a contract proceeding to disclose any contribution of more than $500 made to a County officer within the preceding twelve (12) months by the party or their agent. State regulations require this disclosure to be made at the time an application is filed, and, if a contribution is made during the contract proceeding, within 30 days of making a contribution or on the date on which the party first appears before or communicates with the agency regarding the proceeding after making the contribution, whichever is earliest. All Bidders are advised that they and all of their Subcontractors must complete and return as part of the bid, the **Contribution and Agent Declaration Form**. Bidders are further advised that they and their Subcontractors must update the Contribution and Agent Declaration Form throughout the pendency of the solicitation if a contribution is made after the initial disclosure when the proposal is submitted, and as requested at any time by the County prior to contract award. Failure by the Bidder or any Subcontractor(s) to complete and submit the required **Contribution and Agent Declaration Form**, and failure by the Bidder or any Subcontractor(s) to update the declaration as required by law or as otherwise requested by the County, may eliminate the proposal from further consideration and/or the Proposer may be disqualified from a contract award, as determined in the County's sole discretion. Further, all Bidders and their Subcontractors are prohibited under Government Code Section 84308 from making a contribution of more than $500 to a County officer for twelve

(12) months after the date a final decision is made in the contract proceeding involving this solicitation.

Americans with Disabilities Act (ADA) Information



Individuals requiring reasonable accommodations may request written materials in alternate formats, physical accessibility accommodations, sign language interpreters or other reasonable accommodations by contacting our departmental Americans with Disabilities Act Coordinator at (626) 458-7337, from 7:30 a.m. to 5:00 p.m., Monday through Thursday (excluding holidays). Persons who are hearing impaired may make contact by first dialing the California Relay Service at 7-1-1. Requests should be made at least one week in advance to ensure availability. When making a reasonable accommodation request, please reference Business Relations and Contracts Division **[BRC-2]**.

* * *

_____ _____

Name of Bidder (Firm Name) Vendor Identification Number

SECTION 00 03 00

FORM OF BID TO BE USED BY BIDDERS

The undersigned proposes to furnish all materials, labor, and equipment required for the construction to complete the Magic Johnson Park Make Ready and Parking Project, in accordance with Drawings and Specifications 7918, including addenda thereto, if any, adopted by the Board of Supervisors, and on file in the office of the Board of Supervisors, as follows:

The lowest bid price shall be determined by adding the following items: Lump Sum Bid in Words (1) + Bid Alternate 1 (2) + [Extended Overhead Daily Rate (3) x Multiplied by 30 days] = Total Lump Sum Bid. Preference as stated in Section 00 01 00, 1.30, will be applied to the Total Lump Sum Bid, if applicable, to determine the final total bid amount.

1. LUMP SUM BID:

The lump sum bid for the work, including Best Management Practices (BMP) and Construction and Demolition Debris Recycling, and Mandatory Jobs Coordinator requirements complete according to the Drawings and Specifications, will be:

($_____) (_____)

Lump sum bid in figures Lump sum bid in words

2. BID ALTERNATE 1:

The amount to be added to the Lump Sum Bid for inclusion of the work of Additive Alternate 1:

($_____) (_____)

Daily rate in figures Daily rate in words

3. EXTENDED OVERHEAD DAILY RATE:

The daily rate for the sum of the Contractor's field office and home office overhead applicable to this project, for each day of compensable delay will be:

($_____) (_____)

Daily rate in figures Daily rate in words

4. COUNTY PROGRAM PREFERENCE:

The Local Small Business Enterprise Program Preference is provided by the County for purposes of bid evaluation only, as specified in Article 1.30 of Section 00 01 00. If Bidder is a qualifying Local Small Business Enterprise, check "yes" in the box below. Bidder shall be certified by the County of Los Angeles Department of Economic Opportunity at time of bid. Section 00 04 38 Request for County Program Preference Consideration must be submitted at the time of bid with a copy of the certification letter issued by the County of Los Angeles Department of Economic Opportunity. If non-qualifying, check "no" in the appropriate box.

LSBE Certification for Non-Federally Funded County Solicitations

Yes ☐ No ☐

NOTE: Any alteration or addition to the Form of Bid may invalidate same. All blank spaces shall be filled out completely. Line out nonapplicable blanks. An incomplete form may invalidate bid. The County reserves the right to waive any informalities or to reject any or all bids or to accept any alternatives when called for.

I (We) certify that on _____, 20____, License No. _____, license classification(s) _____, was issued to me (us), in the name of _____, by the Contractors' State License Board, pursuant to California Statutes of 1929, as amended, and that said license has not been revoked.

Firm Ownership Information
Check where applicable:

1. ( ) Minority-Owned
   ( ) Woman-Owned
   ( ) Disadvantaged-Owned
   ( ) Disabled Veteran-Owned
   ( ) LGBTQQ-Owned

2. ( ) An individual
   ( ) A corporation. Name state or territory of Incorporation
   _____
   ( ) A copartnership
   ( ) A joint venture

Race/Ethnic Composition
For statistical purposes only.
( ) Black/African American
( ) Hispanic/Latino
( ) Asian or Pacific Islander
( ) Native Americans
( ) Subcontinent Asian
( ) White

If a copartnership or joint venture, list names of individuals comprising same below
_____
_____
_____

Date signed _____, 20_____

Place _____
City and State

Respectfully submitted,

_____
Firm Name (if applicable)

Bidder's address, E-mail address, and telephone:

_____
Number and Street

_____
City and State Zip Code

_____
Telephone

_____
Fax

_____
Signature and Print Name

_____
Title and E-mail Address

_____
Signature and Print Name

_____
Title and E-mail Address

SECTION 00 03 10

BEST MANAGEMENT PRACTICES (BMP) REQUIREMENTS

Best Management Practices (BMPs) shall be defined as any program, technology, process, siting criteria, operating method, measure or device which controls, prevents, removes, or reduces Storm Water pollution. The Contractor shall comply with the Los Angeles County Department of Public Works Construction Site Best Management Practices (BMP's) Manual, latest edition.

BMPs for contractor activities shall be continuously implemented throughout the year. BMPs for erosion and sediment control shall be implemented as required in Section 01 57 00. BMPs for erosion and sediment control shall also be implemented prior to the commencement of any contractor activity or construction operation.

The County, as a permittee, is subject to enforcement actions by the State Water Resources Control Board, Environmental Protection Agency, and private citizens. The County will assess the Contractor a penalty of $1,000 for each calendar day that the Contractor has not fully implemented the BMPs specified for the Contract and/or is otherwise in noncompliance with these provisions in accordance with Section 01 57 00. In addition, the County will deduct from the final payment due the Contractor, the total amount of any fines levied on the County, plus legal and staff costs, as a result of the Contractor's lack of compliance with these provisions and/or less than complete implementation of the specified BMPs.

Full compensation for the implementation of BMPs, including the construction, deployment, maintenance, removal, and the furnishing of all necessary labor, equipment, and materials, shall be considered as included in the bid price of the total lump sum price bid in Section 00 03 00.

The lump sum bid for the IMPLEMENTATION OF BMPs for construction work according to Exhibit A, Sections 01 00 00, 01 57 00, and 01 74 23 Specifications, will be:

($_____) (_____)

BMP's lump sum bid in figures BMP's lump sum bid in words

Designation of a Fulltime Qualified SWPPP Practitioner (QSP)
And
a Qualified SWPPP Developer (QSD)

Name of Bidder _____
Project ID NO. _____

In accordance with Section 01 57 00 Provisions the Bidder shall submit with its bid the name of the QSP and QSD, their CASQA Certificate number, underlying certificate, and a copy of the CASQA certificate of the QSP and QSD that the Bidder proposes to use for preparing and implementing the Storm Water Pollution Prevention Plan (SWPPP) as required by the contract Special Provisions. This Section requires the QSP to be on the project fulltime during working hours and during qualifying rain events. **This requirement is more stringent than the Construction General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities.**

Failure to execute and return the signed "Designation of a Fulltime Qualified SWPPP Practitioner (QSP) and Qualified SWPPP Developer (QSD)" shall result in a recommendation to the Board that the Bidder be found non-responsive because failure to comply with this requirement reflects on the Bidder's ability to perform and manage the Work.

QSP Name	CASQA Certification No.	Underlying Certificate, e.g., CISEC, CESSWI

QSD Name	CASQA Certification No.	Underlying Certificate, e.g., PE, CPESC, etc.

This is to acknowledge that the undersigned, on behalf of their company, is fully aware to the above requirement of a Fulltime Qualified SWPPP Practitioner (QSP) and a Qualified SWPPP Developer (QSD), in accordance with Section 01 57 00.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Bidder/Authorized Qualified Designee's Signature	Date
Bidder/Authorized Qualified Designee's Name and Title Print	Telephone Number

SECTION 00 03 11

CONSTRUCTION AND DEMOLITION DEBRIS RECYCLING REQUIREMENTS

Contractor shall submit a Construction and Demolition Recycling and Reuse Plan (RRP) for any work done for or on behalf of the County to the Los Angeles County Department of Public Works, Environmental Programs Division in accordance with Part 2.2 of Section 01 74 19.

Full compensation for complying with the Construction and Demolition Debris Recycling Requirements, including the construction, removal, and the furnishing of all necessary labor, equipment, and materials, shall be included in the lump sum price bid.

The lump sum bid for COMPLYING WITH THE CONSTRUCTION AND DEMOLITION DEBRIS RECYCLING REQUIREMENTS according to Section 01 74 19, will be:

($_____) (_____)

Lump sum bid in figures Lump sum bid in words

_____
Name of Bidder (Firm Name)

SECTION 00 03 12

INSURANCE REQUIREMENTS

The premium for the Builders Risk shall be included with the Lump Sum Bid, Section 00 03 00, and shall not be in addition to it.

Such coverage is required for this Project and shall supersede Section 00 07 00, Builder's Risk Course of Construction Insurance, Article 45, and shall:

Builders Risk:

Such coverage is required for this Project and shall supersede Section 00 07 00, Builder's Risk Course of Construction Insurance, Article 45, and shall:

1. Insure against damage from perils covered by the Causes-of-Loss Special Form (ISO form CP 10 30), and be endorsed to include earthquake, flood, ordinance or law coverage, coverage for temporary offsite storage, debris removal, pollutant cleanup and removal, preservation of property, excavation costs, landscaping, shrubs and plants and full collapse coverage during construction (without restricting collapse coverage to specified perils).

2. If Contractor's work involves testing air conditioning systems, boilers, pressure vessels, major machinery or major electrical panels, policy shall include coverage for such testing.

3. Be written on a completed-value basis and cover the entire value of the construction Project, including County-furnished materials and equipment, against loss or damage until completion and acceptance by the County.

   The amount according to Section 00 08 00 of the Specifications, will be:

($_____) (_____)

Amount in figures Amount in words

_____
Name of Bidder (Firm Name)

SECTION 00 03 13

LOCAL AND TARGETED WORKER HIRE PROGRAM – MANDATORY JOBS COORDINATOR

The fee for the mandatory jobs coordinator shall be included with the Lump Sum Bid, Section 00 03 00, and shall not be in addition to it.

Mandatory Jobs Coordinator:

The County of Los Angeles has implemented a **mandatory** Local and Targeted Worker Hire Policy (LTWHP) which can be located in Section 00 09 12. There shall be a **mandatory** requirement to use a Jobs Coordinator to be hired directly by the contractor, prior to the start of work on the project. The Jobs Coordinator is an independent third-party individual, entity, or employee with whom the Prime Contractor enters into a contract or employs to facilitate the implementation of the Local and Targeted Worker Hiring Requirements of this Agreement.

($_____) (_____)
Fee Amount in figures Amount in words

Name of Jobs Coordinator_____

Address_____

Phone Number & Email_____

_____
Name of Bidder (Firm Name)

SECTION 00 03 14
CERTIFICATION TO COMPLY WITH COUNTYWIDE COMMUNITY WORKFORCE AGREEMENT (CWA) FORM

I certify on behalf of the Contractor as follows:

If selected as the Contractor on the Magic Johnson Park Make Ready and Parking Project:

Contractor, and all of its subcontractors of any tier, agree to be become a party to and accept the terms and conditions of the Countywide Community Workforce Agreement (CWA), entitled Countywide Community Workforce Agreement, dated June 7, 2023. A copy of the Countywide CWA is attached as Exhibit A. If awarded contract, Letter of Assent shall be signed by the Prime Contractor prior to the execution of the Contract.

Note: This statement is a Pass/Fail statement. Any bidders that will not verify a commitment to comply with the requirements of Countywide CWA **shall not be selected.**

_____ Dated:_____
Responsible Contractor Representative

_____
(Signature)

_____
(Company and Position of Signatory)

_____
Name of Bidder (Firm Name)

SECTION 00 03 15
COST IMPACT OF COUNTYWIDE COMMUNITY WORKFORCE AGREEMENT (CWA) FORM

Countywide Community Workforce Agreement:

The cost associated with the inclusion of the Countywide Community Workforce Agreement shall be included with the Lump Sum Bid, Section 00 03 00, and shall not be in addition to it.

Note: This Section 00 03 15 Form shall be submitted at the time of bid. If this form is not completed and submitted with the required bid documents, the bid shall be found nonresponsive and will not be considered for review.

(_____) (_____)
Countywide CWA Cost in figures Countywide CWA Cost in words

_____ _____
Responsible General Contractor Representative Date

_____
(Signature)

_____
(Company and Position of Signatory)

SECTION 00 04 30

SUBCONTRACTOR LISTING AND SUBCONTRACTING

Prime Contractors shall be governed by the provisions of Sections 4100 to 4113, inclusive, of the Public Contract Code of the State of California and shall set forth in their bids, on forms provided for same, the name and California contractor license number of each Subcontractor who will perform work or labor or render service to the prime Contractor in or about the construction of the work or improvement in amount in excess of one-half (1/2) of one percent (1%) of the prime Contractor's total bid.

Failure by a prime Contractor to specify a Subcontractor for any portion of the work in excess of one-half (1/2) of one percent (1%) of the total bid constitutes an agreement between the prime Contractor and the County that he is fully qualified to perform that portion of the work himself and will perform that portion of the work himself.

No prime Contractor whose bid is accepted shall substitute any person as subcontractor in place of the subcontractor listed, nor shall any subcontract be assigned or transferred except as provided for in the above Sections of the Public Contract Code of the State of California.

Prime Contractors in violation of any of the provisions of Sections 4100 to 4113, inclusive, of the Public Contract Code of the State of California are subject to possible cancellation of contract and monetary penalties as well as disciplinary action by the Contractors' State License Board.

LIST OF SUBCONTRACTORS

The following is a list of the proposed subcontractors to whom I (we) propose to sublet a portion or portions of this work.

NAME	LICENSE NUMBER	LOCATION OF THE PLACE OF BUSINESS	CLASSIFICATION OF WORK TO BE EXECUTED	DIR REGISTRATION NUMBER AND EXPIRATION DATE

NAME	LICENSE NUMBER	LOCATION OF THE PLACE OF BUSINESS	CLASSIFICATION OF WORK TO BE EXECUTED	DIR REGISTRATION NUMBER AND EXPIRATION DATE

SECTION 00 04 35

COMMUNITY BUSINESS ENTERPRISES (CBE) PARTICIPATION FORM

Contractors are required to indicate their good faith effort in CBE participation by indicating on this form their proposed involvement on this project. CBEs are Minority/Women/Disadvantaged/Disabled Veteran/Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning owned Business Enterprises (MBE/WBE/DBE/DVBE/LGBTQQ).

LIST OF CBE PARTICIPATION

The following is a list of certified CBE subcontractors or suppliers to whom I (we) propose to sublet or procure a portion or portions of this work.

NAME/ADDRESS	TYPE OF WORK OR PRODUCT	INDICATE MBE/ WBE/DBE/ DVBE/LGBTQQ	PERCENTAGE OF TOTAL CONTRACT VALUE

NAME/ADDRESS	TYPE OF WORK OR PRODUCT	INDICATE MBE/ WBE/DBE/ DVBE/LGBTQQ	PERCENTAGE OF TOTAL CONTRACT VALUE

SECTION 00 04 38

REQUEST FOR PREFERENCE CONSIDERATION–LOW BID SOLICITATION

INSTRUCTIONS: Bidders requesting preference consideration must complete and include this form in their bid. **In order to qualify for preference, firm must be certified by the County of Los Angeles Department of Consumer and Business Affairs (DCBA). Please reference and ATTACH your Certification Letter issued by DCBA to determine Federal/Non-Federal preference eligibility.**

☐ PREFERENCE NOT REQUESTED

OR

☐ PREFERENCE REQUESTED (SELECT ALL THAT APPLY) Preference	
Program	**Reference**
☐ Request for **Local Small Business Enterprise (LSBE) Program** Preference ☐ Certification for Non-Federally Funded County Solicitations ☐ Certification for Federally Funded County Solicitations	**LACC 2.204** **PCC 2002**
	_____
	_____

DECLARATION: **I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE INFORMATION IS TRUE AND CORRECT.**

PRIMARY FIRM NAME:_____

PRINT NAME: _____ **TITLE**: _____

SIGNATURE: _____ **DATE**: _____

LOS ANGELES COUNTY COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION

TITLE	REFERENCE
1 FIRM/ORGANIZATION INFORMATION	The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Total Number of Employees in California:	
Total Number of Employees (including owners). If the firm has more than one office location, all personnel from all offices must be included**:**	

Race/Ethnic Composition of Firm. Enter the make-up of Owners/Partners/Associate Partners into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Percentage of how ownership of the firm is distributed	
	Male	Female	Male	Female
Black/African American			%	%
Hispanic/Latino			%	%
Asian or Pacific Islander			%	%
Native Americans			%	%
Subcontinent Asian			%	%
White			%	%

TITLE	REFERENCE
2 CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, DISABLED VETERAN, AND LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, AND QUESTIONING-OWNED (LGBTQQ) BUSINESS ENTERPRISE	If your firm is currently certified as a minority, women, disadvantaged, disabled veteran or lesbian, gay, bisexual, transgender, queer, and questioning-owned business enterprise by a public agency, complete the following. ☐ **Check if not applicable**

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	LGBTQQ

SECTION 00 04 38 A Subconsultant Certification Form

1. Certification as Minority, Women, Disadvantaged, Disabled Veteran, and Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning-Owned Business Enterprises: If any of your subconsultants/subcontractors is currently certified as these certifications by a public agency, complete the following and attach a copy of the proof of certification. Also include County of Los Angeles Local Small Business Enterprise/Social Enterprise/Disabled Veteran Business Enterprise certified subconsultants/subcontractors. All Subcontractors/Subconsultants listed in the bid/proposal shall be listed below. (Make a copy of this form, if necessary).

	Subconsultant Name	Local Small Business Enterprise	Small Business Enterprise	Minority	Women-Owned	Disadvantaged Business	Disabled Veteran Business Enterprise	Social Enterprise	Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning-Owned Business Enterprise
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									

2. Declaration: I declare under penalty of perjury under the laws of the State of California that the above information is true and accurate.

Print Name:	Authorized Signature	Title	Date

SECTION 00 04 40
EQUALS

The undersigned desires to use the material, product, thing, or service described below, as "an equal" to such items as specified. In accordance with the General Conditions, Paragraph 2, Sub-paragraph D, the first, second, and third apparent low bidder will have two (2) calendar days after the bid opening to submit their list of equals and ten (10) calendar days after the bid opening to submit all substantiating data and test results. In accordance with Sub-paragraph E, the County, in its sole discretion, shall determine whether the substantiating data demonstrates that “an equal” submittal(s) is equal in all respects to the item specified in the bid documents. If the County determines that “an equal” submittal(s) has not been substantiated to be equal in all respects, the item specified in the bid documents shall be furnished and/or installed by Contractor without modification of the bid amount or contract documents. If the County finds that “an equal” submittal(s) is equivalent to the respective item(s) specified in the bid documents, then the undersigned may furnish such item(s), together with all necessary labor, materials, equipment, and incidentals required to perform and complete the work.

Date _____, 20____

_____
Contractor's Name

Phone No. _____

_____
Contractor’s Address

	Materials, apparatus, or equipment specified for which Bidder proposes "an equal." (Indicate where specified and page number.)	Complete description of the materials, apparatus, or equipment the Bidder desires to use as "an equal" and name of Subcontractor if different.
1.	_____	_____
	_____	_____
	_____	_____
	_____	_____
2.	_____	_____
	_____	_____
	_____	_____
	_____	_____

3.

4.

5.

6.

SECTION 00 04 50

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER

State of California

ss.

County of

_____, being first duly sworn, deposes and says that he or she is _____ of _____ the party making the foregoing bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that 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, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that 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, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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

_____

Date

SECTION 00 04 60

ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for contract award, Bidder/Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Bidder/Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Bidder/Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Bidder/Proposer shall email: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV.

Bidder/Proposers unable to meet this requirement shall not be considered for contract award.

Bidder/Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Bidder/Proposer has a proven record of hiring GAIN/GROW participants.

_____ YES (subject to verification by County) _____ NO

B. Bidder/Proposer is willing to provide DPSS with all job openings and job requirements to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

_____ YES _____ NO

C. Bidder/Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

_____ YES _____ NO _____ N/A (Program not available)

Proposer's Organization: _____

Signature: _____

Print Name: _____

Title: _____ Date: _____

Telephone No: _____ Email: _____

SECTION 00 04 65 3-YEAR CONTRACTING HISTORY

LIST ALL CURRENT AND COMPLETED CONTRACTS WITH THE COUNTY FOR THE PAST THREE YEARS (Begin with the most recent project)

Contract Type/Description _____ Contract Number

Type of Work _____ _____

Department _____ Contract Amount

Address _____ $ _____

County Contact Name/Phone _____ / _____ Date of Contract

IF CONSTRUCTION
Architect Name/Phone _____ / _____ _____

Type of Facility _____

Contract Type/Description _____ Contract Number

Type of Work _____ _____

Department _____ Contract Amount

Address _____ $ _____

County Contact Name/Phone _____ / _____ Date of Contract

IF CONSTRUCTION
Architect Name/Phone _____ / _____ _____

Type of Facility _____

Contract Type/Description _____ Contract Number

Type of Work _____ _____

Department _____ Contract Amount

Address _____ $ _____

County Contact Name/Phone _____ / _____ Date of Contract

IF CONSTRUCTION
Architect Name/Phone _____ / _____ _____

Type of Facility _____

Contract Type/Description _____ Contract Number

Type of Work _____ _____

Department _____ Contract Amount

Address _____ $ _____

County Contact Name/Phone _____ / _____ Date of Contract

IF CONSTRUCTION
Architect Name/Phone _____ / _____ _____

Type of Facility _____

Contract Type/Description _____ Contract Number

Type of Work _____ _____

Department _____ Contract Amount

Address _____ $ _____

County Contact Name/Phone _____ / _____ Date of Contract

IF CONSTRUCTION
Architect Name/Phone _____ / _____ _____

Type of Facility _____

Contract Type/Description _____ Contract Number

Type of Work _____ _____

Department _____ Contract Amount

Address _____ $ _____

County Contact Name/Phone _____ / _____ Date of Contract

IF CONSTRUCTION
Architect Name/Phone _____ / _____ _____

Type of Facility _____

SECTION 00 04 70

FALSE CLAIMS

Bidders/Proposers shall provide either the certification requested below or the information requested on the next page. **Failure to certify or provide the requested information may result in a determination that the Bidder/Proposer is non-responsive. Failure to fully and accurately provide the requested certification or information may result in a determination that the Bidder/Proposer is not responsible.**

"False Claims Act", as used herein, is defined as either or both the Federal False Claims Act, 31 U.S.C. Sections 3729 et seq., and the California False Claims Act, Government Code Sections 12650 et seq.

FALSE CLAIMS ACT CERTIFICATION

If the Bidder/Proposer has no False Claims Act violations as described above, complete the following:

I,_____, hereby certify that neither
(print name of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

_____
(Bidder/Proposer name as shown on Bid/Proposal)

nor_____
(name of responsible managing person licensed by Contractors' State License Board)

has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act as defined above.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this_____ day _____at_____
(month and year) (city and state)

by_____
(signature of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

FALSE CLAIMS ACT VIOLATIONS

With regard to any determinations by a tribunal or court of competent jurisdiction that the False Claims Act, as defined above, has been violated by (1) the Bidder/Proposer submitting this Bid/Proposal, including any person who is an officer of, or in a management position with, or has an ownership interest in the contracting entity which is submitting this Bid/Proposal, or (2) the qualifying person licensed by the State Contractors' License Board to perform the work described in the Bid/Proposal, including any such person when they were an officer, manager, owner, or responsible managing employee of a construction contractor other than the Bidder/Proposer submitting this Bid/Proposal, Bidder/Proposer shall provide on the following page labeled "False Claim Act Violations Information:" (1) the date of the determination of the violation, (2) the identity of tribunal or court and the case name or number, if any, (3) the identity of government contract or project involved, (4) the identity of government agency involved, 5) the amount of fine imposed, and (6) any exculpatory information of which the County should be aware.

FALSE CLAIMS ACT VIOLATIONS INFORMATION

(1) Date of determination of the violation:

_____

(2) Identity of tribunal or court and the case name or number, if any: _____

_____

(3) Government contract or project involved: _____

_____

_____

(4) Government agency involved: _____

_____

_____

(5) Amount of fine imposed: _____

(6) Exculpatory information: _____

_____

_____

_____

_____

_____

_____

_____

Declaration: I declare under penalty of perjury that the above information is true and correct.

Executed this _____ day of _____ at _____
(month and year) (city and state)

by_____
(signature of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

SECTION 00 04 71
CIVIL LITIGATION HISTORY

Bidder/Proposer shall provide either the certification requested below or information requested on the next page. **Failure to provide such certification or information may result in a determination that the Bidder/Proposer is nonresponsive. Failure to fully and accurately provide the requested certification or information may result in a determination that the Bidder/Proposer is not responsible.**

For the two (2) years preceding the date of submittal of this Bid/Proposal, identify any civil litigation arising out of the performance of a construction contract within the State of California in which the (1) Bidder/Proposer submitting this Bid/Proposal, including any person who is an officer of, or in a management position with, or has an ownership interest in the contracting entity which is submitting this Bid/Proposal, or (2) the qualifying person licensed by the State Contractors' License Board to perform the work described in this Bid/Proposal, including any such person when they were an officer, manager, owner, or responsible managing employee of a construction contractor other than the Bidder/Proposer submitting this Bid/Proposal, was a named plaintiff or defendant in a lawsuit brought by or against the Owner. Do not include litigation which is limited solely to enforcement of mechanics' liens or stop notices. Provide on the following page labeled "Civil Litigation History Information:" (1) the name and court case identification number of each case, (2) the jurisdiction in which it was filed, and (3) the outcome of the litigation, e.g., whether the case is pending, a judgment was entered, a settlement was reached, or the case was dismissed. If a settlement was reached within the two years preceding the date of submittal of this Bid/Proposal, please provide the dollar value of the settled claim(s). The dollar value may be marked as confidential if Bidder/Proposer does not want the settlement information to be public record.

CIVIL LITIGATION CERTIFICATION

If the Bidder/Proposer has no civil litigation history to report as described above, complete the following:

I, _____, hereby certify that neither
(print name of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

_____
(Bidder/Proposer name as shown on Bid/Proposal)

nor _____
(name of responsible managing person licensed by the Contractors' State License Board)

has been involved in civil litigation as described above.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this _____ day of _____ at _____
(month and year) (city and state)

by _____
(signature of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

CIVIL LITIGATION HISTORY INFORMATION

(1) Name of Case: _____

_____

Court case identification number: _____

(2) Jurisdiction in which case was filed: _____

_____

(3) Outcome of the case: _____

_____

_____

_____

_____

(1) Name of Case: _____

_____

Court case identification number: _____

(2) Jurisdiction in which case was filed: _____

_____

(3) Outcome of the case: _____

_____

_____

_____

_____

Declaration: I declare under penalty of perjury that the above information is true and correct.

Executed this _____ day of _____ at _____
(month and year) (city and state)

by _____
(signature of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

SECTION 00 04 72

CRIMINAL CONVICTIONS

Bidder/Proposer shall provide either the certification requested below or information requested on the next page. **Failure to provide such certification or information may result in a determination that the Bidder/Proposer is nonresponsive. Failure to fully and accurately provide the requested certification or information may result in a determination that the Bidder/Proposer is not responsible.**

For the five (5) years preceding the date this Bid/Proposal is due, identify on the following page any criminal conviction in any jurisdiction of the United States for a violation of law arising out of the performance of a construction contract (1) by the Bidder/Proposer submitting this Bid/Proposal, including any person who is an officer of, or in a management position with, or has an ownership interest in the contracting entity which is submitting this Bid/Proposal, or (2) by the qualifying person licensed by the State Contractors' License Board to perform the work described in the Bid/Proposal, including any such person when they were an officer, manager, owner, or responsible managing employee of a construction contractor other than the Bidder/Proposer submitting this Bid/Proposal. Provide on the following page labeled "Criminal Convictions Information:" (1) the date of conviction, (2) the name and court case identification number, (3) the identity of the law violated, (4) the identity of the prosecuting agency, (5) the contract or project involved, (6) the punishment imposed, and (7) any exculpatory information of which the Agency should be aware.

CRIMINAL CONVICTION CERTIFICATION

If the Bidder/Proposer has no criminal convictions to report as described above, complete the following:

I, _____, hereby certify that neither
(print name of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

_____
(Bidder/Proposer name as shown on Bid/Proposal)

nor _____
(name of responsible managing person licensed by the Contractors' State License Board)

has been convicted of a criminal violation as described above.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this _____day of _____at _____
(month and year) (city and state)

by _____
(signature of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

CRIMINAL CONVICTIONS INFORMATION

(1) Date of conviction: _____

(2) Name of case: _____

Court case identification number: _____

(3) Identity of the law violated: _____

_____

(4) Identity of the prosecuting agency: _____

_____

_

(5) Contract or project involved: _____

_____

(6) Punishment imposed: _____

_____

_____

(7) Exculpatory information: _____

_____

_____

_____

_____

Declaration: I declare under penalty of perjury that the above information is true and correct.

Executed this _____ day of _____ at _____
(month and year) (city and state)

by _____
(signature of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

SECTION 00 04 73

DEBARMENTS

Bidder/Proposer shall provide either the certification requested below or the information requested on the next page. **Failure to provide such certification or information may result in a determination that the Bidder/Proposer is nonresponsive. Failure to fully and accurately provide the requested certification or information may result in a determination that the Bidder/Proposer is not responsible.**

For the ten (10) years preceding the date this Bid/Proposal is due, identify on the following page any debarment by any Federal, State, or local public agency arising out of the performance of a construction contract (1) by the Bidder/Proposer submitting this Bid/Proposal, including any person who is an officer of, or in a management position with, or has an ownership interest in the contracting entity which is submitting this Bid/Proposal, or (2) by the qualifying person licensed by the Contractors' State License Board to perform the work described in the Bid/Proposal, including any debarment of any such person when they were an officer, manager, owner, or responsible managing employee of a construction contractor other than the Bidder/Proposer submitting this Bid/Proposal. Provide on the following page labeled "Debarment Information:" (1) the date of debarment and the duration of the debarment, (2) the project name or contract from which the debarment arose, (3) the identify of the debarring agency, (4) stated reason for debarment, and (5) any exculpatory information of which the Agency should be aware.

HISTORY OF DEBARMENT CERTIFICATION

If the Bidder/Proposer has no debarments to report as described above, complete the following:

I, _____, hereby certify that neither
(print name of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

_____
(Bidder/Proposer name as shown on Bid/Proposal)

nor _____
(name of responsible managing person licensed by Contractors' State License Board)

has been debarred as described above.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this _____ day of _____ at _____
(month and year) (city and state)

by _____
(signature of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

DEBARMENT INFORMATION

(1) Date and duration of debarment: _____

_____

(2) Project name or contract involved: _____

_____

(3) Debarring agency: _____

_____

(4) Stated reason for debarment: _____

_____

_____

_____

_____

(5) Exculpatory information: _____

_____

_____

_____

_____

_____

_____

Declaration: I declare under penalty of perjury that the above information is true and correct.

Executed this _____ day of _____ at _____
(month and year) (city and state)

by_____
(signature of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

SECTION 00 04 74
LABOR LAW/PAYROLL VIOLATIONS

Bidder/Proposer shall provide the certification requested below or the information requested on the next page. **Failure to provide such certification or information may result in a determination that the Bidder/Proposer is nonresponsive. Failure to fully and accurately provide the requested certification or information may result in a determination that the Bidder/Proposer is not responsible.**

"Labor law/payroll violation" means for purposes of this disclosure a violation of the Davis-Bacon Act (40 USC section 276a) and/or a violation of California Labor Code sections 1720 through 1861 concerning the payment of prevailing wages, employment of apprentices and hours and working conditions.

For the three (3) years preceding the date this Bid/Proposal is due, identify on the following page any determination made by any Federal, State, or local public agency of a labor law/payroll violation arising out of the performance of a construction contract (1) by the Bidder/Proposer submitting this Bid/Proposal, including any person who is an officer of, or in a management position with, or has an ownership interest in the contracting entity which is submitting this Bid/Proposal, or (2) by the qualifying person licensed by the Contractors' State License Board to perform the work described in the Bid/Proposal, including any such person when they were an officer, manager, owner, or responsible managing employee of a construction contractor other than the Bidder/Proposer submitting this Bid/Proposal. Provide on the following page labeled "Labor Law/Payroll Violations Information:" (1) the date of the determination of the violation, (2) the case number, if any, or other identifying information for the proceeding, (3) the identity of the government contract or project involved, (4) the identity of the government agency involved, (5) the description of violation, (6) the amount of any civil wage and penalty assessment, and (7) any exculpatory information of which the Agency should be aware.

LABOR LAW/PAYROLL VIOLATION CERTIFICATION

If the Bidder/Proposer has no labor law/payroll violations to report as described above, complete the following:

I, _____, hereby certify that neither
(print name of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

_____
(Bidder/Proposer name as shown on Bid/Proposal)

nor_____
(name of responsible managing person licensed by Contractors' State License Board)

has been determined to have violated any Federal, State, or local labor laws as described above.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this _____ day of _____ at _____
(month and year) (city and state)

by _____
(signature of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

LABOR LAW/PAYROLL VIOLATIONS INFORMATION

(1) Date of violation determination: _____

(2) Case number: _____

(3) Government contract or project involved: _____

_____

_____

(4) Government agency involved: _____

_____

(5) Description of the violation (attach disposition letter): _____

_____

_____

_____

_____

(6) Amount of any civil wage and penalty assessment: _____

_____

_____

(7) Exculpatory information: _____

_____

_____

_____

_____

Declaration: I declare under penalty of perjury that the above information is true and correct.

Executed this _____ day of _____ at _____
(month and year) (city and state)

by _____
(signature of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

SECTION 00 04 75

INTEGRATED PEST MANAGEMENT PROGRAM COMPLIANCE CERTIFICATION

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract for	Services	

PROPOSER CERTIFICATION

The County of Los Angeles is a permittee to a National Pollutant Discharge Elimination System Permit (NPDES Permit) issued by the Los Angeles Regional Water Quality Control Board to reduce or eliminate pollutants moved into surface water through storm water management systems and facilities. One of the conditions of the NPDES Permit is the Integrated Pest Management Program (IPM Program) which was developed to reduce the impact of pesticides and fertilizers to surface water. Among other things, the IPM Program imposes requirements to County Purchasing and Contracting, which are outlined in Integrated Pest Management Program Compliance of the proposed Contract. The entire Countywide IPM Program is available at Los Angeles County Department of Agricultural Commissioner/ Weights and Measures (ACWM) and Home Page - Current - Integrated Pest Management (lacounty.gov)

Proposer acknowledges and certifies compliance with Integrated Pest Management Program Compliance of the proposed Contract and agrees that proposer or a member of its staff performing work under the proposed Contract will be in compliance, when applicable. Proposer further acknowledges that noncompliance with the County's IPM Program may result in rejection of any proposal, or cancellation of any resultant Contract, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name:	Title:
Signature:	Date:

SECTION 00 04 76

CHARITABLE CONTRIBUTIONS CERTIFICATION

_____

Company Name

_____

Address

_____

Internal Revenue Service Employer Identification Number

_____

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

☐ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

_____ _____

Signature Date

_____

Please Print Name and Title of Signer

PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS

Contractor's Name: _____

Proposer must list all contracts that have been terminated within the past three years. Terminated contracts are those contracts terminated by an agency or firm before the contract's expiration date. Any and all terminated contracts should be accompanied with "Reason for termination". It should be noted that contracts that naturally expired need not be listed. The County is only seeking information on contracts that were terminated prior to expiration.

1. Name of Firm	**Address of Firm**	**Contact Person**	**Telephone #** ( )	**Email**
Name or Contract No.	Reason for Termination:			
2. Name of Firm	**Address of Firm**	**Contact Person**	**Telephone #** ( )	**Email**
Name or Contract No.	Reason for Termination:			
3. Name of Firm	**Address of Firm**	**Contact Person**	**Telephone #** ( )	**Email**
Name or Contract No.	Reason for Termination:			
4. Name of Firm	**Address of Firm**	**Contact Person**	**Telephone #** ( )	**Email**
Name or Contract No.	Reason for Termination:			

REQUIRED FORM

CONTRIBUTION AND AGENT DECLARATION FORM

This form must be completed separately by all bidders/proposers, including all prime contractors and subcontractors, and by all applicants for licenses, permits, and other entitlements for use issued by the County of Los Angeles ("County").

Pursuant to the Levine Act (Government Code section 84308), a member of the Board of Supervisors, other elected County officials (the Sheriff, Assessor, and the District Attorney), and other County employees and/or officers ("County Officers") are disqualified and not able to participate in a proceeding involving contracts, franchises, licenses, permits and other entitlements for use if the County Officer received more than $500 in contributions in the past 12 months from the bidder, proposer or applicant, any paid agent of the bidder, proposer, or applicant, or any financially interested participant who actively supports or opposes a particular decision in the proceeding.

State law requires you to disclose information about contributions made by you, your company, and lobbyists and agents paid to represent you. Failure to complete the form in its entirety may result in significant delays in the processing of your application and potential disqualification from the procurement or application process.

You must fully answer the applicable questions below. You ("Declarant"), or your company, if applicable, including all entities identified below (collectively, "Declarant Company") must also answer the questions below. The term "employee(s)" shall be defined as employees, officers, partners, owners, or directors of Declarant Company.

An affirmative response to any questions will not automatically cause the disqualification of your bid/proposal, or the denial of your application for a license, permit or other entitlement. However, failure to answer questions completely, in good faith, or providing materially false answers may subject a bidder/proposer to disqualification from the procurement.

This material is intended for use by bidders/proposers, including all prime contractors and subcontractors, and by all applicants for licenses, permits, and other entitlements for use issued by the County of Los Angeles and does not constitute legal advice*. If you have questions about the Levine Act and how it applies to you, you should call your lawyer or contact the Fair Political Practices Commission for further guidance.*

REQUIRED FORM
CONTRIBUTION AND AGENT DECLARATION FORM

Complete each section below. State "none" if applicable.

A. COMPANY OR APPLICANT INFORMATION

1) Declarant Company or Applicant Name:

a) If applicable, identify all subcontractors that have been or will be named in your bid or proposal:

b) If applicable, variations and acronyms of Declarant Company's name used within the past 12 months:

c) Identify all entities or individuals who have the authority to make decisions for you or Declarant Company about making contributions to a County Officer, regardless of whether you or Declarant Company have actually made a contribution:

[IF A COMPANY, ANSWER QUESTIONS 2 - 3]

2) Identify only the Parent(s), Subsidiaries and Related Business Entities that Declarant Company has controlled or directed, or been controlled or directed by. "Controlled or directed" means shared ownership, 50% or greater ownership, or shared management and control between the entities.

a) Parent(s):

b) Subsidiaries:

c) Related Business Entities:

3) If Declarant Company is a closed corporation (non-public, with under 35 shareholders), identify the majority shareholder.

4) Identify all entities (proprietorships, firms, partnerships, joint ventures, syndicates, business trusts, companies, corporations, limited liability companies, associations, committees, and any other organization or group of persons acting in concert) whose contributions you or Declarant Company have the authority to direct or control.

5) Identify any individuals such as employees, agents, attorneys, law firms, lobbyists, and lobbying firms who are or who will act on behalf of you or Declarant Company and who will receive compensation to communicate with a County Officer regarding the award or approval of **this** contract or project, license, permit, or other entitlement for use.

   *(Do **not** list individuals and/or firms who, as part of their profession, either (1) submit to the County drawings or submissions of an architectural, engineering, or similar nature, **or** (2) provide purely technical data or analysis, **and** who will not have any other type of communication with a County agency, employee, or officer.)*

6) If you or Declarant Company are a 501(c)(3) non-profit organization, identify the compensated officers of your organization and the compensated members of your board.

B. CONTRIBUTIONS

1) Have you or the Declarant Company solicited or directed your employee(s) or agent(s) to make contributions, whether through fundraising events, communications, or any other means, to a County Officer in the past 12 months? If so, provide details of each occurrence, including the date.

Date (contribution solicited, or directed)	**Recipient Name** (elected official)	**Amount**

*Please attach an additional page, if necessary.

2) Disclose all contributions made by you or any of the entities and individuals identified in Section A to a County officer in the past 12 months.

Date (contribution made)	**Name** (of the contributor)	**Recipient Name** (elected official)	**Amount**

*Please attach an additional page, if necessary.

REQUIRED FORM

CONTRIBUTION AND AGENT DECLARATION FORM

C. DECLARATION

By signing this Contribution and Agent Declaration form, you (Declarant), or you and the Declarant Company, if applicable, attest that you have read the entirety of the Contribution Declaration and the statements made herein are true and correct to the best of your knowledge and belief. (Only complete the one section that applies.)

There are _____ additional pages attached to this Contribution Declaration Form.

COMPANY BIDDERS OR APPLICANTS

I, _____ (Authorized Representative), on behalf of _____(Declarant Company), at which I am employed as _____ (Title), attest that after having made or caused to be made a reasonably diligent investigation regarding the Declarant Company, the foregoing responses, and the explanation on the attached page(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject Declarant Company to consequences, including disqualification of its bid/proposal or delays in the processing of the requested contract, license, permit, or other entitlement.

IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:

By signing this Contribution and Agent Declaration form, you also agree that, if Declarant Company hires an agent, such as, but not limited to, an attorney or lobbyist during the course of these proceedings and will compensate them for communicating with the County about this contract, project, permit, license, or other entitlement for use, you agree to inform the County of the identity of the agent or lobbyist and the date of their hire. You also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County officer (the Sheriff, Assessor, and the District Attorney), or any other County officer or employee by the Declarant Company, or, if applicable, any of the Declarant Company's proposed subcontractors, agents, lobbyists, and employees who have communicated or will communicate with the County about this contract, license, permit, or other entitlement after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement for use.

_____ _____

Signature Date

REQUIRED FORM

CONTRIBUTION AND AGENT DECLARATION FORM

INDIVIDUAL BIDDERS OR APPLICANTS

I, _____, declare that the foregoing responses and the explanation on the attached sheet(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject me to consequences, including disqualification of my bid/proposal or delays in the processing of the requested license, permit, or other entitlement.

IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:

If I hire an agent or lobbyist during the course of these proceedings and will compensate them for communicating with the County about this contract, project, permit, license, or other entitlement for use, I agree to inform the County of the identity of the agent or lobbyist and the date of their hire. I also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County official (the Sheriff, Assessor, and the District Attorney), or any other County officer or employee by me, or an agent such as, but not limited to, a lobbyist or attorney representing me, that are made after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement for use.

_____ _____

Signature Date

SECTION 00 04 85
COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All bidders or proposers, whether a contractor or subcontractor, must complete this form to either: 1) request an exception from the Program requirements; or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is exempted from the Program.

Company Name:		
Company Address:		
City:	**State:**	**Zip Code:**
Telephone Number:		
Solicitation For (Type of Goods or Services):		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or II, please sign and date this form below.

Part I: Jury Service Program is not Applicable to my Business

- ❑ My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed $50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of $50,000 in any 12-month period.

- ❑ My business is a small business as defined in the Program. It: 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding 12 months which, if added to the annual amount of this contract, are $500,000 or less; and 3) is not an affiliate or subsidiary of a business dominant in its field of operation as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

  "**Dominant in its field of operation**" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding 12 months, which, if added to the annual amount of the contract awarded, exceed $500,000.

  "**Affiliate or subsidiary of a business dominant in its field of operation"** means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent of a business dominant in that field of operation.

- ❑ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- ❑ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, **or** my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	**Title:**
Signature:	**Date:**

SECTION 00 04 87

CERTIFICATION OF COMPLIANCE - CONTACT WITH COUNTY PERSONNEL AND COMPLIANCE WITH CODE OF SILENCE PERIOD

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		E-Mail Address:
Solicitation/Contract for:		

PROPOSER CERTIFICATION

1. The Bidder, _____ (name of the firm), and its subcontractors, have read and understand Article 1.04, paragraph b of the 00 01 00 Instructions to Bidders titled "Contact with County Personnel and Code of Silence Period."

2. Until the underlying contract is executed, all contact and communications related to, about, or regarding this solicitation have been and will be made only in writing (via e-mail) and directed exclusively to the contract analyst identified in the RFP:

   Attention Mr. Aram Hakobyan
   E-Mail: ahakobyan@pw.lacounty.gov
   Telephone: (626) 663-4635

3. Failure to comply with Article 1.04, paragraph b of the 00 01 00 Instructions to Bidders may result in the County, at its sole determination, finding the bid to be non-responsive and disqualified from further consideration.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct, and that I am authorized to represent this company.

Print Name:	Title:
Signature:	Date:

To be submitted with each Bid for a contract

Project Identification_____

_____

Bid Date_____

This information must include all construction work undertaken in the State of California by the Bidder and any partnership, joint venture, or corporation that any principal of the Bidder participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of Bid submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate, or individual Bidder. The Bidder may attach any additional information or explanation of data which he would like taken into consideration in evaluating the safety record. An explanation must be attached of the circumstances surrounding any and all fatalities.

SECTION 00 04 90

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

5-Calendar Years Prior to Current Year

	2021	2022	2023	2024	2025	TOTAL	CURRENT YEAR (2024)
1. No. of Contracts							
2. Total dollar amount of contracts (in thousands of dollars)							
*3. No. of fatalities							
*4. No. of lost workdays due to injuries							
*5. No. of days of restricted work activity due to injuries							
*6. Injuries without lost workdays							

*The information required for these items is the same as required for columns 1, 4, 5, and 6, Log and Summary of Occupational Injuries and Illnesses, CAL/OSHA Form 200.

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

_____ _____

Name of Bidder (Print) Signature

_____ _____

Address Contractors' State License No. & Classification

_____ _____

City Telephone

SECTION 00 04 91

INJURY AND ILLNESS PREVENTION PLAN (IIPP) AND CODE OF SAFE PRACTICES (CSP) AFFIDAVIT

The apparent low Bidder shall submit this form to the County which states that the Bidder has an IIPP which complies with Cal/OSHA Regulations and CSP, that all subcontractors supplying employees to the jobsite will be required to prove to the Contractor that they have an IIPP which complies with Cal/OSHA Regulations and a CSP, and that their jobsite employees have been trained on IIPP and CSP.

Failure to submit this affidavit as required may result in a determination that the successful Bidder is nonresponsive and/or nonresponsible.

I, _____, hereby certify to the County

of Los Angeles on behalf of _____ the following:

1. The Contractor identified above has an injury and illness Prevention Plan (IIPP) and a Code of Safe Practices (CSP) which comply with Cal/OSHA Regulations.

2. The employees of the Contractor identified above who will be assigned to the jobsite have been trained on the IIPP and CSP.

3. All subcontractors supplying employees to the jobsite will be required to prove to the Contractor that they have an IIPP and a CSP which comply with Cal/OSHA Regulations and their jobsite employees have been trained on the IIPP and CSP.

I declare under penalty of perjury under the law of the State of California that the foregoing is true and correct.

Executed this_____day of _____
(month and year)

at _____

By_____

SECTION 00 04 92

BIDDER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Please complete, date and sign this form and place it in your Bid. The person signing the form must be authorized to sign on behalf of the Bidder and to bind the applicant in a Contract.

1. If your firm is a corporation, state its legal name (as found in your Articles of Incorporation) and State of Incorporation:

   _____ _____ _____
   Name State Year Inc.

2. If your firm is a partnership or a sole proprietorship, state the name of the proprietor or managing partner:

   _____

3. If your firm is doing business under one or more DBA's, please list all DBA's and the County(ies) of registration:

Name	County of Registration	Year Became DBA
_____	_____	_____
_____	_____	_____

4. Is your firm wholly or majority owned by, or a subsidiary of, another firm: _____ if yes,

   Name of parent firm: _____

   State of incorporation or registration of parent firm: _____

5. Please list any other names your firm has done business as within the last five (5) years.

Name	Year of Name Change
_____	_____
_____	_____

6. Indicate if your firm is involved in any pending acquisition/merger, including the associated company name. If not applicable, so indicate below.

   _____

   _____

Bidder acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this Bid are made, the Bidder may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final:

Bidder's Name

Address:

_____

_____

e-mail address:_____ Telephone number:_____

Fax number: _____

On behalf of _____(Bidder's name), I _____ (Name of Bidder's authorized representative), certify that the information contained in this Bidder's Organization Questionnaire/Affidavit is true and correct to the best of my information and belief.

_____	_____
Signature	Internal Revenue Service Employer Identification Number
_____	_____
Title	California Business License Number
_____	_____
Date	County WebVen Number

SECTION 00 04 93

CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract For_____	Services:	

The Proposer/Bidder/Contractor certifies that:

☐ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/ Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

– OR –

☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reasons:

_____

_____

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

SECTION 00 04 94

AVOIDANCE OF CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;

2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;

3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:

    a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or

    b. Participated in any way in developing the contract or its service specifications; and

4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the department submitting, district or agency that the provisions of this section have not been violated.

_____
Proposer Name (please print)

_____
Proposer's Official Title (please print)

_____
Proposer's Signature

SECTION 00 04 95

FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Proposer certifies that it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160. The Proposer also certifies that all persons acting on behalf of the Proposer organization have and will comply with it during the proposal process.

Signature:_____

Date:_____

SECTION 00 04 96

PROPOSER'S EEO CERTIFICATION

_____
Company Name

_____
Address

_____
Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Proposer certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. Proposer has written policy statement prohibiting discrimination in all phases of employment.	( )	( )
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.	( )	( )
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.	( )	( )
4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	( )	( )

_____ _____
Signature Date

_____
Name and Official Title (please print)

00 04 97
COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES CERTIFICATION

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract for _____ Services		

PROPOSER/CONTRACTOR CERTIFICATION

The Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (California Government Code Section 12952), effective January 1, 2018.

Proposer/Contractor acknowledges and certifies compliance with fair chance employment hiring practices set forth in California Government Code Section 12952 and agrees that Proposer/Contractor and staff performing work under the Contract will be in compliance. Proposer/Contractor further acknowledges that noncompliance with fair chance employment practices set forth in California Government Code Section 12952 may result in rejection of any proposal, or termination of any resultant Contract, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name:	Title:
Signature:	Date:

00 04 98

ZERO TOLERANCE HUMAN TRAFFICKING POLICY CERTIFICATION

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract for _____ Services		

PROPOSER CERTIFICATION

Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero tolerance human trafficking policy that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

Proposer acknowledges and certifies compliance with (Compliance with County's Zero Tolerance Human Trafficking Policy) of the proposed Contract and agrees that proposer or a member of his staff performing work under the proposed Contract will be in compliance. Proposer further acknowledges that noncompliance with the County's Zero Tolerance Human Trafficking Policy may result in rejection of any proposal, or cancellation of any resultant Contract, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name:	Title:
Signature:	Date:

00 04 99
DISALLOWED COST ATTESTATION

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract for _____ Services		

PROPOSER ATTESTATION

If Proposer's compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last 10 years, Proposer must not have unresolved questioned costs identified by the Auditor-Controller, in an amount over $100,000.00, that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.

Proposer acknowledges and certifies compliance with the above paragraph.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name:	Title:
Signature:	Date:

SECTION 00 05 00

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of_____ 2026, by and between the COUNTY OF LOS ANGELES, State of California (hereinafter called the County), and

CONTRACTOR
A California Corporation
ADDRESS
CITY, STATE, ZIP
TELEPHONE

(hereinafter called the Contractor),

WITNESSETH:

1. Contractor's Services

That the Contractor, in consideration of the promises of the County hereinafter set forth, hereby agrees to furnish all tools, equipment, labor, and material necessary to perform and complete in a good and workmanlike manner,

PROJECT: Magic Johnson Park Make Ready and Parking
ADDRESS: 12416 Avalon Blvd. – Los Angeles, CA 90061
SPECS NO. 7918

within the time and in accordance with the recommendation of the Director of the Los Angeles County Public Works, dated month-day, 2026, Plans and Specifications Number, the Notice Inviting Bids, Notice to Bidders A, etc. (if any), and the lump sum bid of the Contractor, all of which are incorporated herein as though fully set forth, and are hereby agreed by the parties to constitute the Contract documents.

2. Consideration

That the County agrees, in consideration of the performance of this Contract, to pay to the Contractor, and the Contractor agrees to accept in full satisfaction for the work done hereunder, a sum of amount in words Dollars ($ amount: base bid amount minus schedule fee minus extended overhead and minus unit, if applicable) which sum shall be paid to the Contractor at the time and in the manner set forth in the specifications.

SAMPLE

3. Extended Overhead Daily Rate

The Contractor's Extended Overhead Daily Rate is $XXX, as set forth in the Contractor's Form of Bid, Section 00 03 00, which Extended Overhead Daily Rate shall be payable to the Contractor for each day of Compensable Delay to fully compensate the Contractor for any damages resulting from or associated with Compensable Delay, including, but not limited to, home office and field office overhead, as specified in Specification Section 00 01 00, Instructions to Bidders, 1.14c and in accordance with Specification Section 00 07 00, General Conditions, Article 17, Time Extensions and Compensation for Delay.

4. Notice to Employees Regarding the Federal Earned Income Credit

Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirement set forth in Internal Revenue Service Notice 1015.

5. County Rights

The County may employ, either during or after performance of this Contract, any right of recovery the County may have against the Contractor by any means it deems appropriate including, but not limited to, set-off, action at law or in equity, withholding, recoupment, or counterclaim. The rights and remedies of the County under this Contract are in addition to any right or remedy provided by California law.

6. Fair Labor Standards Act

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its agents, officers, and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by Contractor's employees for which County may be found jointly or solely liable.

7. Prevailing Wage Requirements

a. Prevailing Wages

The services provided in this Contract constitute "public works" as defined in California Labor Code 1720, and are therefore subject to payment of

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prevailing wages, compliance monitoring and enforcement by the Department of Industrial Relations (DIR).

The Director of the DIR has established the general prevailing rate of per diem wages for each craft, classification, type of worker, or mechanic needed to execute public works and improvements. The current general prevailing wage rate determinations are available at www.dir.ca.gov/dlsr/pwd/index.htm. The Contractor is required to pay its agents and employees the applicable, current prevailing wage rate and is responsible for selecting the classification of workers required to perform this service.

The Contractor agrees to comply with the provisions of Section 1775 of the California Labor Code relating to the payment of prevailing wages, the utilization of apprentices in accordance to LC 1777.5, and the assessment of penalties determined by the California Labor Commissioner. Pursuant to Section 1773.2 of the California Labor Code, copies of the prevailing rate of per diem wages are on file at the Los Angeles County Public Works, Construction Division, and will be made available for inspection by request to the Contract Analyst. Future effective wage rates will be on file with the Department of Industrial Relations. The new wage rates shall become effective on the day following the expiration date of the current determinations and apply to the Contract in the same manner as if they had been included or referenced in the Contract.

b. Work Records

The Contractor shall comply with the requirements of Section 1812 of the Labor Code. The Contractor shall maintain an accurate written record of all employees working on the project each calendar day. The record shall include each employee's name, Social Security number, job classification, and the actual number of hours worked.

c. Posting of Notices

The Contractor shall comply with the provisions of Section 1773.2 of the Labor Code. The Contractor shall post a copy of the prevailing wage rates at the worksite and comply with applicable law including posting of jobsite notices required by 8 California Code Reg. §16451(d):

"This public works project is subject to monitoring and investigative activities by the Compliance Monitoring Unit (CMU) of the Division of Labor Standards Enforcement, Department of Industrial Relations, State of California. This Notice is intended to provide information to all workers employed in the

SAMPLE

execution of the Contract for public work and to all contractors and other persons having access to the jobsite to enable the CMU to ensure compliance with and enforcement of prevailing wage laws on public works projects.

The prevailing wage laws require that all workers be paid at least the minimum hourly wage as determined by the Director of Industrial Relations for the specific classification (or type of work) performed by workers on the project. These rates are listed on a separate jobsite posting of minimum prevailing rates required to be maintained by the public entity, which awarded the public works Contract. Complaints concerning nonpayment of the required minimum wage rates to workers on this project may be filed with the CMU at any office of the Division of Labor Standards Enforcement (DLSE).

Local Office Telephone Number:

Division of Labor Standards Enforcement Office
320 West Fourth Street, Suite 450
Los Angeles, CA 90013
(213) 620-6330

Complaints should be filed in writing immediately upon discovery of any violations of the prevailing wage laws due to the short period of time following the completion of the project that the CMU may take legal action against those responsible.

Complaints should contain details about the violations alleged (for example, wrong rate paid, not all hours paid, overtime rate not paid for hours worked in excess of 8 hours per day or 40 hours per week, etc.) as well as the name of the employer, the public entity which awarded the public works Contract, and the location and name of the project.

For general information concerning the prevailing wage laws and how to file a complaint concerning any violation of these prevailing wage laws, you may contact any DLSE office. Complaint forms are also available at the Department of Industrial Relations website found at http://www.dir.ca.gov/Public-Works/PublicWorks.html*."*

d. Certified Payroll Records

The Contractor shall comply with the requirements of Section 1776 of the Labor Code. Contractor and Subcontractors, if any, must furnish certified

SAMPLE

payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) in a format prescribed by the Labor Commissioner.

e. When requested by the County, electronic certified payroll records must be submitted to the County, through an online system designated by the County.

8. Mental Health Services for Critical Incidents

In the event of a serious accident on the Project site, the Los Angeles County Department of Mental Health (DMH) will, if requested, respond. The response may be within a few hours or as long as a few days after the incident, depending on when the request was made. The services DMH will provide include crisis intervention, normalization of the stress response that survivors may be experiencing, stress management techniques and resources if the stress reactions increase in frequency or intensity. Requests for services may be made by calling the DMH Emergency Outreach Bureau Deputy Director, (213) 738-4924, during normal business hours or the ACCESS Center, (800) 854-7771, evenings, holidays, and weekends.

9. Employment Eligibility Verification

Contractor warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verifications and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless County, its officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

10. Contractor Responsibility and Debarment

a. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the Contract. It is the County's policy to conduct business only with responsible contractors.

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b. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other Contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County Contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

c. The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a Contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a Contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

d. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

e. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

f. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the

SAMPLE

Hearing Board.

g. If the Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

h. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

i. These terms shall also apply to subcontractors of County Contractors.

11. Compliance with Jury Service Program

This Contract is subject to provisions of the County's ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

a. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a Contractor as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an

SAMPLE

exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service.

b. For purposes of this Section, Contractor means a person, partnership, corporation or other entity which has a Contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County Contracts or Subcontracts. Employee means any California resident who is a full-time employee of Contractor. Full-time means 40 hours or more worked per week, or a lesser number of hours if: (1) the lesser number is a recognized industry standard as determined by the County, or (2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract Agreement and a copy of the Jury Service Program shall be attached to the Agreement.

c. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its exception status from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of Contractor or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside the Jury Service Program's definition of Contractor and/or that Contractor continues to qualify for an exception to the Program.

d. Contractor's violation of this Section of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contractor and/or bar Contractor from the award of future County Contracts for a period of time consistent with the

seriousness of the breach.

12. No Payment for Services Provided Following Expiration/Termination of Agreement

Contractor shall have no claim against County for payment for any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

13. Notice to Employees Regarding the Safely Surrendered Baby Law

a. The Contractor shall notify and provide to its employees and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in the County of Los Angeles, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

b. The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's Safely Surrendered Baby Law in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

14. Assignment by Contractor/Mergers or Acquisitions

a. The Contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

b. The Contractor shall not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written

SAMPLE

consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

c. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

15. Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless contractor qualifies for an exemption or exclusion, contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter. 2.206.

16. Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program

Failure of contractor to maintain compliance with the requirements set forth in Article 15 "Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of contractor, pursuant to County Code Chapter 2.206.

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17. Time Off for Voting

The Contractor shall notify its employees and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and Subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

18. Contractor CARD Track/Monitoring Database

The County maintains the Contractor Alert Reporting Database (CARD), which is used to track/monitor poorly performing contractors. When a County department identifies a significant performance/non-compliance issue(s) with a contractor, the department will provide notice to the contractor and will give the contractor an opportunity to correct the issue(s). If the contractor does not take any appropriate steps to correct the issue(s), the County department will enter the contractor, along with any other relevant information pertaining to the contractor's performance issue(s), into CARD.

The information entered into CARD can be accessed by all County departments, and will be used, along with any other relevant information not included in CARD, in determining bidder responsibility. If a department reviews this information and determines that a finding of non-responsibility should be pursued, the department will adhere to the guidelines specified in the Los Angeles County Code Chapter 2.202, and the County's implementation Procedures for Determinations of Contractor Non-Responsibility and Contractor Debarment.

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether a bidder is responsible for the purposes of a future County contract.

19. Contractor Independence/**Prohibition from Participation in Future Solicitation(s)**

The County Board of Supervisors has adopted a countywide policy that prohibits any person, or any firm [collectively "firm"] or any subsidiary of a firm from submitting a bid or proposal in any County solicitation process where the person or firm, assisted in the development of the solicitation document(s).

A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision shall result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County Contract. This provision shall survive the expiration, or other termination of this Agreement.

20. Background and Security Investigations

20.1 Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

20.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor shall comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

20.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

20.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

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21. Local Small Business Enterprise/Social Enterprise/Disabled Veterans Business Enterprise Utilization

Local Small Business Enterprise means a business that is certified by the County of Los Angeles as a Local Small Business Enterprise (Local SBE), consistent with Chapter 2.204 of the Los Angeles County Code.

21.1 When requested by the County, the contractor shall provide to the County via methods specified by the County, such as submission of electronic live (or dynamic) data on invoices for the prime and all Subcontractors using County-designated third party software system or to a County approved website, or other means of submitting expenditure information on Subcontractors, including but not limited to the following information: the name, business address, California Contractor License number and telephone number/email address of each subcontractor who will perform work or labor for the contractor on the Project in an amount in excess of one-half of 1 percent of the Contractor's total bid. In addition, the Contractor shall be required to provide each of the specified Subcontractors' Local SBE status (i.e., whether any of the listed Subcontractors are Local SBE's), Social Enterprise status, and Disabled Veterans Business Enterprise status and the proposed monetary amount of the work the subcontractor will perform on the Project. In addition, at the time of submittal of the final invoice, the Contractor shall indicate, via methods specified by the County, the actual dollar amounts paid to each listed Subcontractor who performed work on the project.

21.2 Contractor's failure to comply with the provisions of this Article is a material breach of the Agreement. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure to the Contractor to comply with this Article. The parties agree that under the current circumstances a reasonable estimate of such damages is specified in the Schedule for Liquidated Damages for Local Small Business Enterprise Utilization hereunder, and that the Contractor shall be liable to the County for said amounts.

If in the judgment of the Director, or his/her designee, the Contractor is deemed to be in non-compliance with the terms and obligations assumed hereby, the Director or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein in this Agreement, may deduct and withhold liquidated damages from County's final payment to the Contractor as follows:

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SCHEDULE FOR LIQUIDATED DAMAGES FOR LOCAL SMALL BUSINESS ENTERPRISE/SOCIAL ENTERPRISE/DISABLED VETERANS BUSINESS ENTERPRISE UTILIZATION

Final Invoice Price	Liquidated Damages
Up to $100,000	$50.00 plus 0.1% of contract amount
$100,001 to $500,000	$150.00 plus 0.07% of all over 100,000
Over $500,000	$430.00 plus 0.05% of all over $500,000

22. Compliance with County's Zero Tolerance Human Trafficking

Contractor acknowledges that the County has established a Zero Tolerance Human Trafficking Policy prohibiting Contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

23. Claims

Notwithstanding Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, Section 9204 of the Public Contract Code shall apply to any claim by the Contractor in connection with the Project.

a. Upon receipt of a claim pursuant to Section 9204 of the Public Contract Code, the County will conduct a reasonable review of the claim and, within a period not to exceed 45 Days, provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, the Contractor and the County may, by mutual agreement, extend the aforementioned time period.

b. The Contractor shall furnish reasonable documentation to support the claim.

c. If Board approval is needed to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the Board does not meet within the 45 Days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the County will have up to 3 Days

following the next duly publicly noticed meeting of the Board after the 45-Day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

d. Any payment due on an undisputed portion of the claim will be processed and made within 60 Days after the County issues its written statement. If the County fails to issue a written statement, paragraph (j) shall apply.

e. If the Contractor disputes the County's written response, or if the County fails to respond to a claim issued pursuant to Section 9204 within the time prescribed, the Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the County will schedule a meet and confer conference within 30 Days for settlement of the dispute.

f. Within 10 business days (Monday-Thursday) following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the County will provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 Days after the County issues its written statement. Any disputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the County and the Contractor sharing the associated costs equally. The County and the Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside those established in Section 9204.

g. Mediation shall include any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in Section 9204.

h. Unless otherwise agreed to by the County and the Contractor in writing, the mediation conducted pursuant to Section 9204 shall excuse any further

obligation under Section 20104.4 to mediate after litigation has been commenced.

i. Section 9204 does not preclude the County from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under Section 9204 does not resolve the parties' dispute.

j. Failure by the County to respond to a claim from the Contractor within the time periods described in this subdivision or to otherwise meet the time requirements of Section 9204 shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the County's failure to have responded to a claim, or its failure to otherwise meet the time requirements of Section 9204, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

k. Amounts not paid in a timely manner as required by Section 9204 will bear interest at 7 percent per annum.

l. If a Subcontractor or a lower tier Subcontractor lacks legal standing to assert a claim against the County because privity of the Contract does not exist, the Contractor may present to the County a claim on behalf of a Subcontractor or lower tier Subcontractor. A Subcontractor may request in writing, either on its own behalf or on behalf of a lower tier Subcontractor, that the Contractor present a claim for work which was performed by the Subcontractor or by a lower tier Subcontractor on behalf of the Subcontractor. The Subcontractor requesting that the claim be presented to the County shall furnish reasonable documentation to support the claim. Within 45 Days of receipt of this written request, the Contractor shall notify the Subcontractor in writing as to whether the Contractor presented the claim to the County and, if the original Contractor did not present the claim, provide the Subcontractor with a statement of the reasons for not having done so.

m. A waiver of the rights granted by Section 9204 is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the Contractor and the County may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) the County may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of Section 9204, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in Section 9204.

24. Compliance with Fair Chance Employment Practices

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in California Government Code Section 12952. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

25. Default Method of Payment: Direct Deposit or Electronic Funds Transfer

25.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

25.2 The Contractor shall submit a direct deposit authorization request via the website https://directdeposit.lacounty.gov with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

25.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

25.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

26. Disallowed Cost

If Proposer's compliance with a County contract has been reviewed by the A-C within the last 10 years, Proposer must not have unresolved questioned costs identified by the A-C, in an amount over $100,000.00, that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.

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27. Compliance with the County Policy of Equity

The consultant acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (https://ceop.lacounty.gov/). The contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the Contractor, its employees or its Subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.

28. Integrated Pest Management Program Compliance

Contractor acknowledges that County has established an Integrated Pest Management Program (the Program) which aims to reduce or eliminate pollutants moved into surface water through storm water management systems and facilities. Contractor certifies compliance on Integrated Pest Management Program Compliance Certification in Required Forms, that contractor has reviewed, understands, and will adhere to the County's IPM Program requirements as set forth in Integrated Pest Management Program Compliance and at: www.lacountyipm.org

Contractor must ensure and certify that its employees who apply pesticides on County owned or maintained property are appropriately trained. The training, which must be conducted on an annual basis, but no later than June 30th of each calendar year, must meet the County's minimum requirements under the Program.

Employee training may be self-certified by Contractors, provided the County has the ability to audit the training, and must include, at a minimum, the following:

- The potential for pesticide-related surface water toxicity;
- Proper use, handling, and disposal of pesticides;
- Least toxic methods of pest prevention and control, including IPM; and
- Reduction of pesticide use.

All users of commercial pesticides are required by State law to provide a monthly pesticide report to the Los Angeles County Department of Agricultural Commissioner/ Weights and Measures (ACWM). In addition to the

SAMPLE

mandatory monthly reporting requirement, Contractor shall provide to the Department, with a copy to the ACWM, an annual summary of the pesticides used outdoors on County-owned or maintained property by Fiscal Year (July 1 to June 30). For each pesticide, the summary shall include all of the following:

- Product trade name
- Active ingredient(s)
- EPA Registration Number
- Total amount used

The units reported shall be appropriate to the product (gallons, ounces, pounds, etc.).

29. Termination for Improper Consideration

County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement or the making of any determinations with respect to Contractor's performance pursuant to the agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County A-C's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

30. Gratuities

Contractor is advised that it is improper for any County officer, employee, or agent to solicit consideration, in any form, from Contractor with the implication, suggestion, or statement that Contractor's provision of the consideration, or failure to provide consideration, may cause favorable or unfavorable treatment, respectively, for the Contractor relating to the amendment or extension of the Contract or the making of any determinations with respect to Contractor's performance under this Contract. A Contractor shall not offer or give, either directly or through an intermediary, such

SAMPLE

improper consideration, in any form, to a County officer, employee, or agent for the purpose of securing favorable treatment as described herein.

A Contractor shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

Among other items, such improper consideration may take the form of cash; discounts; services; and the provision of travel, entertainment, or tangible gifts.

Note that Contractor's failure to adhere to this requirement could subject this Contract to Termination for Improper Consideration paragraph in this Agreement.

31. Facsimile/Electronic Representations

The County and the Contractor hereby agree to regard facsimile/electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Agreement, Change Orders and amendments prepared, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to amendments to this Contract, such that the parties need not follow up facsimile/electronic transmissions of such documents with subsequent (non-facsimile/electronic) transmission of “original” versions of such documents. Electronic signatures include facsimile or e-mail electronic signatures. Each executed counterpart shall be deemed an original. All counterparts, taken together, constitute the executed Agreement. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, used in connection with the execution of this Agreement and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Agreement had been delivered had been signed using a handwritten signature. Contractor and County (i) agree that an electronic signature, whether digital or encrypted, of a party to this Agreement is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature. If this Agreement has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and California Uniform Electronic Transactions Act ("UETA")(Cal. Civ. Code § 1633.1,

SAMPLE

et seq.), that a signature by fax, e-mail or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

32. Advertising and Other External Communications About the Project

Consultant/Contractor shall obtain the County's prior written approval before disclosing or communicating any information concerning the award of the contract, the progress of the work, or the completion of the work, to any non-party, including but not limited to outside media and news organizations. This requirement includes, but is not limited to: (1) a Consultant/Contractor's, application for an award or any other recognition of the project; and (2) any advertising or promotion of the project and/or the Consultant/Contractor's role on the project. The County retains the sole discretion as to the release of such information, including the right to deny the request for disclosure, the right to direct the timing of the disclosure, and/or the right to direct Consultant/Contractor to make revisions to the information prior to disclosure.

33. COVID-19 Requirement for County Contractor Personnel

When applicable and required by the County, the Contractor shall comply with all other applicable local, departmental, State, and federal laws, regulations, and requirements for COVID-19.

34. Countywide Community Workforce Agreement

On June 7, 2023, the County executed the Countywide Community Workforce Agreement (CWA) with the Los Angeles/Orange Counties Building and Construction Trades Council and its respective unions, attached as Exhibit XXX of this agreement. Pursuant to the Board's direction and executed Countywide CWA, Countywide CWA will apply to this Project. The Contractor shall comply with all terms therein and shall be bound by the terms and conditions of the Countywide CWA applicable to the contractors for all Work on the Project for the entire duration of the Project. Countywide CWA shall be deemed incorporated in full into this agreement including, but not limited to, the provisions regarding the hiring of workers for the Project by the Contractor and all of its subcontractors of all tiers. Contractor shall execute and return to the County the Letter of Assent, attached to the Countywide CWA as Attachment A, at the time of contract execution and shall cause each of its subcontractors of all tiers to also execute and return to the County a copy of the Letter of Assent.

SAMPLE

35. Campaign Contribution Prohibition Following Final Decision in Contract Proceeding

Pursuant to Government Code Section 84308, Contractor and its Subcontractors, are prohibited from making a contribution of more than $500 to a County officer for twelve (12) months after the date of the final decision in the proceeding involving this Contract. Failure to comply with the provisions of Government Code Section 84308 and of this paragraph, may be a material breach of this Contract as determined in the sole discretion of the County.

36. Federally Funded Work

This provision will apply when federally funded or potentially federally funded work is needed by County. In accordance with Federal Executive Order 12549 and 12689 (Debarment and Suspension), individuals or entities that have been debarred by the Federal government may not receive work under this Contract as a Contractor or Subcontractor. Contractors and/or Subcontractors listed on the governmental exclusions in the System for Award Management (SAM) are not eligible to receive federally funded work under this contract. See Office of Management and Budget guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension". The SAM exclusions contains the names of parties debarred, suspended, or otherwise excluded by Federal agencies as well as parties declared ineligible under statutory or regulatory authority.

For federally funded work, the Project Manager will, before assigning work or Notice to Proceed to the Contractor, verify that the Contractor is not listed on the governmental exclusions in the SAM as a party excluded or ineligible by Federal agencies to participate in federally funded projects. For your reference, a List of Debarred Contractors by U.S. Department of Labor's (DOL) Office of Federal Contract Compliance Programs (OFCCP) may be obtained by going to the following website: https://sam.gov/content/home.

If the Contractor is listed on the governmental exclusions in the SAM as a party excluded or ineligible by Federal agencies to participate in federally funded projects, then said Contractor will not be offered the work. The Project Manager will notify the Contractor of their negative standing in the SAM. The Project Manager will also notify the Contractor of their ineligibility to receive any federally funded work under this contract, until the Contractor is able to satisfactorily correct the issue. The

SAMPLE

Contractor shall notify the Project Manager when the Contractor has corrected their negative standing in the SAM, and the Contractor is no longer listed on the governmental exclusions in the SAM.

If the Contractor is not listed on the governmental exclusions in the SAM as a party excluded or ineligible by Federal agencies to participate in federally funded projects, Public Works may offer said Contractor the federally funded work. In addition, if applicable, the Contractor is required to verify that its subcontractors/subconsultants are not listed on the governmental exclusions in the SAM, before assigning federally funded work to its subcontractors/subconsultants.

SAMPLE

IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the Contractor has hereunto subscribed its corporate name and affixed its corporate seal by its duly authorized officers the day, month, and year herein first above written.

COUNTY OF LOS ANGELES

By_____
Director of Public Works

NAME OF CONTRACTOR

By_____
President

_____
Type/Print Name

By_____
Secretary

_____
Type/Print Name

_____ _____
CLASSIFICATION LICENSE NO.
Contractor

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By_____
Deputy

_____
Type/Print Name

SAMPLE

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Contractor, a California Corporation, as principal, and

_____

_____

(name and address)

as surety, are held and firmly bound unto the County of Los Angeles, State of California, in the sum of AMOUNT IN WORDS DOLLARS ($ amount), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that whereas said principal has been awarded and is about to enter into the annexed Contract with the County of Los Angeles, State of California, for

PROJECT: Magic Johnson Park Make Ready and Parking
PLACE: 12416 Avalon Blvd. – Los Angeles, CA 90061
SPECS NO. 7918

and is required by said County to give this bond in connection with the execution of said Contract.

NOW, THEREFORE, if the said principal shall well and truly do and perform all of the covenants and obligations of said Contract on its part to be done and performed at the times and in the manner specified therein, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect. No premature payment by said County to said principal shall exonerate any surety unless the Board of Supervisors of said County shall have actual notice that such payment is premature at the time it is ordered by said Board, and then only to the extent that such payment shall result in loss to such surety, but in no event more than the amount of such premature payment. The surety hereby waives notice of any change, including changes of time, to said Contract or related subcontractors, purchase orders and other obligations.

SAMPLE

WITNESS our hands this _____ day of _____, 2026.

NAME OF Contractor

_____
President

_____
Type/Print Name

_____
Secretary

_____
Type/Print Name

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

_____
Surety

By_____
Deputy

_____
Attorney-in-Fact

_____
Type/Print Name

_____
Type/Print Name

SAMPLE

PAYMENT BOND FOR LABOR AND MATERIALS

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Contractor, a California corporation, as principal, and

_____

_____

(name and address)

as surety, are held firmly bound unto the County of Los Angeles, State of California, hereinafter referred to as the County, in the sum of AMOUNT IN WORDS DOLLARS ($XXXXXXX) lawful money of the United States, for the payment of which sum, well and truly made, we bind ourselves, jointly and severally, firmly by these presents.

The condition of the above obligation is such that, whereas said principal has been awarded and is about to enter into a written Contract with the County for:

PROJECT: Magic Johnson Park Make Ready and Parking
PLACE: 12416 Avalon Blvd. – Los Angeles, CA 90061
SPECS NO. 7918

which is hereto attached, made a part hereof, and to which reference is hereby made for all, and is required by said County to give this bond in connection with the execution of said Contract.

NOW, THEREFORE, if said principal, as contractor in said Contract, or principal's Subcontractor, fails to pay any of the persons referred to in Section 9100 of the Civil Code of the State of California for labor performed, skills, or other necessary services bestowed, site improvement made, equipment leased, or appliances, equipment, implements, machinery, materials, power, provender, provisions, teams, or trucks furnished or used in, upon, or about the performance of this work contracted to be done, or for amounts due under the Unemployment Insurance Code with respect to work or labor performed by such claimant, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and Subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with Respect to such work and labor, said surety shall pay for the same in an amount not exceeding the sum specified above, and if suit is brought upon this bond, a reasonable attorney’s fee to be fixed by the court. This bond is executed pursuant to Chapter 7 of Division 3, Part 4, Title 15 of the Civil Code of the State of California, and shall inure to the benefit of any of the persons referred to in said Civil Code Section 9100, as it now exists or

SAMPLE

may hereafter be amended, so as to give a right of action to such persons or their assigns in any suit brought upon this bond. No premature payment by said County to said principal shall exonerate any surety unless the Board of Supervisors of said County shall have actual notice that such payment is premature at the time and it is ordered by said Board, and then only to the extent that such payment shall result in loss to such surety, but in no event more than the amount of such premature payment.

It is agreed that any alterations in the work to be done or increase or decrease of the materials to be furnished, which may be made pursuant to the terms of said Contract shall not in any way release either the principal or surety hereunder, nor shall any extensions of time granted under the provisions of said Contract release either the principal or surety, and notice of such alterations or extensions of this Contract is hereby waived by the surety.

WITNESS our hands this _____ day of _____, 2026

NAME OF Contractor

_____
President

_____
Type/Print Name

_____
Secretary

_____
Type/Print Name

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

_____
Surety

By_____
Deputy

_____
Attorney-in-Fact

_____
Type/Print Name

_____
Type/Print Name

SAMPLE

CERTIFICATION

SUBJECT: MAGIC JOHNSON PARK MAKE READY AND PARKING
12416 Avalon Blvd.
Los Angeles, CA 90061
SPECS. NO.: 7918

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker's 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.

NAME OF Contractor

_____

Contractor's Signature

_____

Print Name

_____

Date

SAMPLE

STATEMENT OF UNDERSTANDING

SUBJECT: MAGIC JOHNSON PARK MAKE READY AND PARKING
12416 AVALON BLVD.
LOS ANGELES, CA 90061
SPECS. NO.: 7918

As the Contractor of the project, I have reviewed the Best Management Practices Handbooks, California Storm Water Quality Association, Menlo Park, CA and have proposed the implementation of the Best Management Practices (BMPs) applicable to effectively minimize the negative impacts of this Project's construction activities on the surrounding water quality. The selected BMPs will be installed, monitored, and maintained to ensure their effectiveness. The BMPs that I have not chosen for implementation are redundant or deemed not applicable to the proposed construction activities. If at any time, site conditions and/or the County official warrant re-evaluation and revisions of the chosen BMPs, the appropriate changes will be made without unnecessary delay. I am aware that failure to properly implement and maintain the BMPs necessary to prevent the discharge of pollutants from this project could result in significant penalties and/or delays.

NAME OF Contractor

_____

Signature

_____

Print Name

_____

Date

SAMPLE

SECTION 00 06 10
BOND FOR FAITHFUL PERFORMANCE

KNOW ALL PERSONS BY THESE PRESENTS:

That we, CONTRACTOR, a California Corporation, as principal, and _____, as surety, are held and firmly bound unto the COUNTY OF LOS ANGELES, State of California, in the sum of XXX DOLLARS ($), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that whereas said principal has been awarded and is about to enter into the annexed contract with the County of Los Angeles, State of California, for

PROJECT: Magic Johnson Park Make Ready and Parking
PLACE: 12416 Avalon Blvd., Los Angeles, CA 90061
SPECS. NO.: 7918

and is required by said County to give this bond in connection with the execution of said contract;

NOW, THEREFORE, if the said principal shall well and truly do and perform all of the covenants and obligations of said contract on its part to be done and performed at the times and in the manner specified therein, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect. No premature payment by said County to said principal shall exonerate any surety unless the Board of Supervisors of said County shall have actual notice that such payment is premature at the time it is ordered by said Board, and then only to the extent that such payment shall result in loss to such surety, but in no event more than the amount of such premature payment. The surety hereby waives notice of any change, including changes of time, to said contract or related subcontracts, purchase orders and other obligations. The surety hereby waives notice of any change, including changes of time, to said contract or related subcontractors, purchase orders and other obligations.

WITNESS our hands this _____ day of _____, 2026

CONTRACTOR

_____
President

APPROVED AS TO FORM:

_____
Secretary

DAWYN R. HARRISON
County Counsel

_____
Surety

By_____
Senior Deputy County Counsel

_____
Attorney-in-Fact

SECTION 00 06 20
PAYMENT BOND FOR LABOR AND MATERIALS

KNOW ALL PERSONS BY THESE PRESENTS:

That we, CONTRACTOR, a California corporation, as principal, and _____ as surety, are held firmly bound unto the COUNTY OF LOS ANGELES, State of California, hereinafter referred to as the County, in the sum of DOLLARS ($) lawful money of the United States, for the payment of which sum, well and truly made, we bind ourselves, jointly and severally, firmly by these presents.

The condition of the above obligation is such that, whereas said principal has been awarded and is about to enter into a written contract with the County for:

NAME OF PROJECT: MAGIC JOHNSON PARK MAKE READY AND PARKING
PLACE: 12416 AVALON BLVD., LOS ANGELES, CA 90061
SPECS. NO. 7918

which is hereto attached, made a part hereof, and to which reference is hereby made for all particulars, and is required by said County to give this bond in connection with the execution of said contract.

NOW, THEREFORE, if said principal, as contractor in said contract, or principal's subcontractor, fails to pay any of the persons referred to in Section 9100 of the Civil Code of the State of California for labor performed, skills or other necessary services bestowed, site improvement made, equipment leased, or appliances, equipment, implements, machinery, materials, power, provender, provisions, teams, or trucks furnished or used in, upon, or about the performance of this work contracted to be done, or for amounts due under the Unemployment Insurance Code with respect to work or labor performed by such claimant, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, said surety shall pay for the same in an amount not exceeding the sum specified above, and if suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court. This bond is executed pursuant to Chapter 7 of Division 3, Part 4, Title 15 of the Civil Code of the State of California, and shall inure to the benefit of any of the persons referred to in said Civil Code Section 9100, as it now exists or may hereafter be amended, so as to give a right of action to such persons or their assigns in any suit brought upon this bond. No premature payment by said County to said principal shall exonerate any surety unless the Board of Supervisors of said County shall have actual notice that such payment is premature at the time and it is ordered by said Board, and then only to the extent that such payment shall result in loss to such surety, but in no event more than the amount of such premature payment.

It is agreed, that any alterations in the work to be done, or increase or decrease of the materials to be furnished, which may be made pursuant to the terms of said contract shall not in any way release either the principal or surety hereunder, nor shall any extensions of time granted under the provisions of said contract release either the principal or surety, and notice of such alterations or extensions of this contract is hereby waived by the surety.

WITNESS our hands this _____ day of _____, 2026

CONTRACTOR

_____
President

APPROVED AS TO FORM:

_____
Secretary

DAWYN R. HARRISON
County Counsel

_____
Surety

By_____
Senior Deputy County Counsel

_____
Attorney-in-Fact

SECTION 00 07 00

GENERAL CONDITIONS

A. Bid Form, Equals, Use of Drawings & Manual

1. Bid Forms
2. Equals
3. Additional Sets of Drawings and Project Manual

B. Drawings & Specifications

4. Drawings and Specifications
5. Contract Documents and Order of Precedence
6. Interpretation of Drawings and Specifications
7. Project Manual
8. Standard Specifications
9. Substitutions Required Because of Federal Government Restrictions or Lack of Product Availability
10. As-Built Drawings
11. Reference Materials

C. Schedule, Changes in Work

12. Construction Schedule
13. County's Right to Delay Commencement of the Work
14. Updated Schedules
15. Changes in the Work
16. Provisions for Extras
17. Time Extensions and Compensation for Delay

D. Inspection/Permits, Tests, Quality, Warranties

18. Observation
19. Permits, Licenses, and Inspections
20. Tests

E. Substantial Completion, Occupancy by County

21. Substantial Completion
22. Occupancy by County

F. Employment Requirements

23. Workers
24. Hours of Work
25. Saturday, Sunday, Holidays, and Overtime Work
26. Prevailing Wage Scale
27. Employment of Indentured Apprentices
28. Affirmative Action Plan for Equal Employment Opportunity

G. Contractor Responsibilities, Restrictions

29. Payroll Records
30. Quality of Work and Material
31. Responsibility of Contractor and of Contractor's Representative on the Work
32. Repairing Damaged Work
33. List of Subcontractors and Subletting Work
34. Advertising
35. Certificate as to Compliance with Certain Regulations
36. Coordination with Others and Other Contracts
37. Contractor's Construction Equipment
38. Contractor Personnel
39. Audits and Records
40. Warranty and Corrections to Work
41. Hazardous Material
42. Contractor Safety Requirements

H. Indemnification and Insurance

43. Indemnification
44. General Insurance Requirements
45. Insurance Coverage Requirements--Types and Limits
46. Not used.
47. Not used.

I. Legal/Other

48. Assignment
49. Patents
50. Suspension and/or Termination of Work and/or Contract
51. Contractor's Warranty of Adherence to County's Child Support Compliance Program
52. Contractor's Acknowledgment of County's Commitment to Child Support Enforcement
53. Limitation of Liability
54. Forum Selection
55. Waiver
56. Prior Agreements
57. Progress Payments
58. Acceptance of Final Payment as Release
59. Substitution of Securities for Retention
60. Resolution of Construction Claims
61. Conflict of Interest
62. Anti-Trust Claims
63. County's Quality Assurance Plan
64. Laws, Codes and Regulations to Be Observed

SECTION 00 07 00

GENERAL CONDITIONS

1. BID FORMS:

One copy of the Bid Forms accompany this Project Manual for Bidder's use.

Should these specifications be issued without the Bid Forms, or should the copy be lost or damaged, the Bidder must notify the Department of Public Works, in order that he/she may receive the forms or he/she may copy the forms bound into the Project Manual. All bids must be submitted on these forms or a facsimile thereof.

The Bidder shall not attach his bid to the returned Project Manual, nor use the Bid Forms, which are bound therein.

2. EQUALS:

A. Except as may be provided in the Proprietary Specification Section of these General Conditions, whenever any material, product, thing or service is specified or indicated in the Bid Documents by brand, trade, patent or proprietary name and/or by the name of the manufacturer, the item so specified or indicated shall be deemed to be followed by the words "or equal."

B. While preparing the bid, the Bidder may, at its own risk, submit an item not specified in the Bid Documents as an "or equal" for consideration by the County. Failure to do so within the time frame described in Subparagraph D below shall bar the Bidder from proposing or substituting an "or equal" item for an item specified in the Bid Documents.

C. If the Bidder includes an "or equal" item with the bid, the Bidder must submit sufficient data to the County to substantiate the specific characteristics and qualities which make the "or equal" item the equivalent in all respects of the item specified in the Bid Documents as described in Subparagraph D below. The Bidder shall furnish such substantiating data or arrange for any necessary tests to verify the equivalent qualities of the "or equal" item at the Bidder's sole expense.

D. The first, second and third apparent low bidder will have two (2) calendar days after the bid opening to submit their list of Equals (Section 00 04 40) and ten (10) calendar days after the bid opening to submit all substantiating data and test results. No list of Equals will be accepted after the close of

business two (2) calendar days after bids are opened. Likewise, no substantiating data and test results will be accepted after the close of business ten (10) calendar days after bids are opened.

E. The County, in its sole discretion, shall determine whether the substantiating data demonstrates that an "or equal" item is equal in all respects to the item specified in the Bid Documents. If the County determines that the "or equal" item has not been substantiated to be equal in all respects, the item specified in the Bid Documents shall be furnished and/or installed by Contractor without modification of the bid amount or Contract Documents.

F. The Contract Time for completion of the Work specified in the Contract Documents shall not be affected by any circumstances whatsoever arising from the provisions of this article.

G. The Contract Documents, Drawings, and Specifications have been prepared to complement and accommodate certain specified equipment, products, or systems and any modifications, adjustment, or redesign required to assimilate any County approved substitution or "or equal" equipment, products, or systems shall be at the Contractor's expense. Contractor shall provide a complete and workable application and shall satisfy design criteria and aesthetic values to the sole satisfaction of the County.

3. ADDITIONAL SETS OF DRAWINGS AND PROJECT MANUAL:

Upon award of contract, the Contractor will be furnished with one (1) full-size set of Drawings for the Inspector of Record, deputies and County use to be maintained at the job site.

4. DRAWINGS AND SPECIFICATIONS:

Specifications are intended to establish the standards for quality, performance, and technical requirements for all labor, workmanship, material, methods, and equipment necessary to complete the Work shown or reasonably implied on the Drawings and Specifications. The Drawings are intended to establish the scope, arrangement, graphic detail, and to illustrate the contract requirements. The Drawings and Specifications are intended to compliment and supplement one another, and any part of the Work that may be mentioned or indicated in the one and not represented in the other shall be done the same as if it had been mentioned or represented in both. Work, materials, or equipment of a minor nature which may not be specifically mentioned in the specifications or indicated on the Drawings, but which may be reasonably assumed as necessary for the completeness of the Work,

shall be performed and or supplied by the Contractor the same as if it were shown on the Drawings or described in the Specifications. In case of discrepancy either in the figures, on the drawings, or in the specifications, the matter shall be promptly submitted to the Director, or the Director's representative, who shall promptly make a determination in writing.

5. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE:

A. In the event that any provision(s) in any component part of the Contract Documents conflicts with any provision(s) of any other component part, the following order of precedence among the Contract Documents' component parts shall govern:

1. Written Amendments and Change Orders to the Contract in reverse chronological order
2. Addenda and Notices to Bidders in reverse chronological order
3. County-Contractor Agreement
4. Project Manual and Drawings
5. Performance Bond
6. Labor and Material Payment Bond

B. In the event there is a conflict between or among any provisions within one of the component parts of the Contract Documents, the higher standard or the more stringent requirement shall govern.

6. INTERPRETATION OF DRAWINGS AND SPECIFICATIONS:

A. The Director, or his/her authorized representative, will interpret the meaning of any part of the Drawings and Specifications about which any misunderstanding may arise. Should there appear to be any inconsistency or discrepancy in or between the Drawings and Specifications, the Contractor shall refer the matter to the Director, and then proceed without delay to complete the Work under question after the matter has been resolved by the Director. Should the Contractor proceed with the Work without referring the matter to, or obtaining resolution from the Director, Contractor does so on Contractor's own responsibility and without recourse to the County or County's employees, agents, etc.

B. If the Contractor disagrees with the interpretation of the Director, or his/her authorized representative, they shall promptly, and within ten (10) days after receipt of the interpretation, file a written request for a hearing before the Disputes Review Board as provided herein. Such written request shall

outline in detail areas and scope of the Contractor's disagreement with the interpretation. The Contractor shall continue with the Work in accordance with the Director's interpretation, maintaining accurate and complete records of all cost and time impacts related to the Work involved in the disputed interpretation. These records shall be filed with the Director in a timely manner as the Work progresses.

C. The Disputes Review Board selected by the Director is composed of three County personnel having a grade of Section Head or higher. The Board will convene to hear all matters related to the dispute within forty-five (45) calendar days after receipt of an acceptable request to convene. An acceptable "request for hearing" is defined as a request that outlines in detail the following:

1. Areas and scope of disagreement with the interpretation.

2. All areas of inconsistency/discrepancy in the drawings and/or specifications related to the dispute. Cite the specific drawings, details, specification sections, and paragraphs.

The Director shall determine whether a hearing will be conducted and may reject the request for hearing on the basis of information presented in the request.

D. The hearing will be informal and formal rules of evidence will not apply. The Board will submit its recommendation within a reasonable period of time following conclusion of the hearing. The Director will promptly render an interpretation notice to the Contractor.

7. PROJECT MANUAL:

A. The Project Manual is divided for convenience into divisions and sections as set forth in the Table of Contents preceding these General Conditions. Format is based upon the CSI Master Format for Construction Specifications. Schedules of Work included in these sections are given for convenience and shall not be considered as a comprehensive list of items necessary to complete the Work of any section.

B. Where devices or items, or parts thereof are referred to in the singular, it is intended that such reference shall apply to as many such devices, items, or parts as are required to properly complete the Work.

8. STANDARD SPECIFICATIONS:

A. Where these Specifications or the Building Code stipulate that a material shall conform to the American Society for Testing Materials (ASTM) specifications or other recognized standards, the Contractor shall, when so required, deliver to the Department an affidavit or certificate in triplicate, signed by the manufacturer or supplier that the material furnished conforms to specifications or standards mentioned. When tests are required, the results of such tests shall be delivered to the Department.

B. References to the "Building Code" are to the edition of the applicable Building Code listed on the drawings, including any amendments thereto.

9. SUBSTITUTIONS REQUIRED BECAUSE OF FEDERAL GOVERNMENT RESTRICTIONS OR LACK OF PRODUCT AVAILABILITY:

A. In the event that certain materials or equipment specified are entirely unobtainable or not obtainable in sufficient quantities or within a reasonable time, due to Federal Government restrictions or other causes growing out of the national defense or war programs, the awarding entity may permit the use of equal and equivalent materials of other type of manufacture in their place. Before such substitutions can be made, the Contractor shall submit a written statement to the awarding entity setting forth in full the reasons why the materials specified are unobtainable and describing in full the materials which he proposed to supply in their place. Substitutions shall not be made until the approval of the awarding entity, in writing, has first been obtained.

B. Should a specified item not be obtainable due to product unavailability, the awarding entity may permit the use of equal and equivalent materials of other type of manufacture in their place. Contractor shall follow the procedure identified in Paragraph A above in order to obtain approval.

10. AS-BUILT DRAWINGS:

A. The Contractor shall keep one (1) complete and up-to-date set of prints at all times on the job, reserved for use as a record set of changes from the bid set. Throughout the duration of the construction work, this set of prints shall be the responsibility of the Contractor to maintain as a record of all field changes including underground runs, which are installed in locations other than those indicated on the Contract Drawings and those that have been indicated as to be field run as located. The lines shall be located on the Drawing dimensionally from a fixed point, such as a street-curb line, or

centerline, or a permanent structure. A copy of the updated as-built prints and as-built specifications shall be made available to the County Project Manager with the monthly progress payment requests.

B. Contractor progress payment will be contingent upon the as-built drawings and specifications being maintained in current status, and the County Inspector will not approve progress payments unless these as-built drawings and specifications are current.

C. As a condition to certifying the final payment under this Contract, within 30 calendar days after substantial completion, the Contractor will submit to the Project Manager the original set of as-built prints as well as the set of as-built specifications. If needed, a complete set of blue line prints of the Drawings will be furnished to the Contractor for which the as-built drawings are required. All variations from the Contract Drawings and any additional information required by the Specifications shall be entered on the as-built drawings and specifications as they occur, neatly and legibly, in ink of a contrasting color or otherwise marked as approved by the County. Each set of as-built drawings and specification shall be signed and dated before being accepted by the County representative at the completion of the Work.

11. REFERENCE MATERIALS:

The Contractor shall furnish and maintain on-site reference material including at least one copy of all applicable codes referenced in the Contract Documents as necessary for the performance of the Work specified.

12. CONSTRUCTION SCHEDULE:

A. All time limits stated in the Contract Documents are of the essence of the Contract. The Contractor shall prosecute the Work at such time and in such manner that Substantial Completion of the Work shall occur in accordance with the Contract and the Contract Time, including authorized adjustments thereto.

B. The Contractor shall provide a Contract Schedule for the Work in accordance with the requirements of Section 01 32 00, Construction Schedule.

C. The term "day" when used in the Contract Documents shall mean calendar day unless otherwise specifically designated.

13. COUNTY'S RIGHT TO DELAY COMMENCEMENT OF THE WORK:

The Department, on behalf of the County, shall have the right to direct that the Contractor shall withhold actual commencement of the Work of construction until sufficient material, in the opinion of the Department, has been delivered to the site of the Work to insure completion of the Work without interruption, and the Contractor shall comply with such instructions when issued. The Contractor shall be granted an extension of the completion time of the contract equal to the number of working days delay caused to Contractor pursuant to Contractor's compliance with such instructions.

14. UPDATED SCHEDULES:

Updated schedules shall be attached with the Contractor's request for payment and shall be a condition required prior to payment. Each schedule shall include a narrative report defining problem areas, anticipated delays, and their impact on the schedule, and the corrective action that shall be taken by the Contractor and its affect.

15. CHANGES IN THE WORK:

A. Written Changes

1. The County may, at any time, without notice to the Surety, make changes in the Work within the general scope of the Contract, including changes:

a. in the Specifications and the Drawings;

b. in the method or manner of performance of the Work;

c. in the facilities, equipment, materials, services, or site to be furnished by the County;

d. directing acceleration in the performance of the Work; or

e. directing the Contractor to suspend, delay, or interrupt all or any part of the Work for such period of time as the County may determine to be appropriate for the convenience of the County.

2. Such changes shall be made in accordance with either of the following methods:

a. By a written Supplemental Agreement ordered by the County (or awarding authority if other than the County) in the manner specified by Public Contract Code Sections 20136, 20137, 20138, or 20145, or other successor statues.

b. By written Change Order, signed by the Director, in the manner and amounts specified by Public Contract Code Section 20142 or its successor statutes.

3. If any change or proposed change under this paragraph causes or would cause an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the Work, whether changed or not changed by any such order, the Contractor may request an equitable adjustment under the terms of this paragraph and under "Construction Schedule," Section 01 32 00. At County's option, the County may negotiate an equitable adjustment for the price and time impact for the proposed changed Work either prior to, or after, directing the Contractor to proceed.

4. In the event the County elects to evaluate a bid prior to directing the Contractor to proceed, the County will issue a notice describing the proposed Change Order in the form of a Request for "Quotations" (RFQ). If the Contractor does not respond within fourteen (14) days after receipt of the notice, or such other time as agreed upon, with an equitable adjustment requested in accordance with Paragraph B.5.(b) under "Equitable Adjustments," the County may issue a Change Order with no change in the Contract Amount or Contract Time. The Contractor shall not proceed with any aspect of the proposed changed Work, or delay, suspend, or interrupt any unchanged Work until the County issues the Change Order.

5. If, in the opinion of the Director, it is in the County's best interest and it is deemed necessary to proceed with a required change in the Contract Documents, and time precludes thorough analysis of the Contractor's proposal, or the parties fail to reach an agreement, the Director may order the Contractor to proceed (Proceed Order) on the basis of a tentative price based on the best estimate available at the time, with the firm price to be determined later. If a Proceed Order is issued, the Contractor shall submit his proposal for the changes in the Work within thirty (30) days after the Proceed Order or completion of the changed Work, whichever is later. All charges arising out of a

Proceed Order are to be documented and verified in a manner acceptable to the Director.

6. In the event that the County requires certain Work to be accomplished and the Contractor fails in the discharge of any or all of his responsibilities described hereinbefore, the County may issue a Unilateral Change Order which is a change order issued by or at the direction of the County without the full and timely agreement of the Contractor.

    a. A Unilateral Change Order may be issued before, during or after the changed Work is physically accomplished under the following conditions:

        1. The Contractor fails to submit price and/or time extension proposal for the changed Work within thirty (30) days of receipt of the request for "Quotations" or within a reasonable time thereafter as specified by the County.

        2. The Contractor fails or refuses to execute a Change Order by affixing his signature thereto within thirty (30) days of receipt or within a reasonable time thereafter as specified by the County.

        3. The County notifies the Contractor in writing that the Change Order is considered to be unilateral and is to be an effective change to the Contract. A notation will be made on the face of the Change Order that it is unilateral and the effective date thereof. Normal distribution of copies will then be made.

7. Any other written order including direction, instruction, interpretation, or determination from the County that causes a change in the Contractor's obligations may be treated as a proposed Change Order as provided in Part B of this Article, "Constructive Changes."

8. Except as provided in this Article, no order, statement, or conduct of the County shall be treated as a Change Order under this clause or entitle the Contractor to an equitable adjustment.

9. No equitable adjustment request by the Contractor shall be allowed if asserted after Final Payment of the Contract.

B. Constructive Changes

1. Notice: The primary purpose of this paragraph is to obtain prompt reporting of County conduct or changed conditions either caused by an act of God (Public Contract Code Section 7105) or digging trenches or other excavations that extend deeper than four feet below the surface (Public Contract Code Section 7104) that the Contractor considers to constitute a change to this Contract. Except for changes identified as such in writing and signed by the County or the Director, the Contractor shall notify the County in writing within fourteen (14) days from the date of County conduct (including actions, inactions, and written communications) that the Contractor regards as a change to the Contract. On the basis of the most accurate information available to the Contractor, the notice shall state:

   a. The date, nature, and circumstances of the conduct regarded as a change;

   b. The name, function, and activity of each Contractor official, agent, or employee involved in or knowledgeable about such conduct;

   c. The identification of any documents and the substance of any communication involved in such conduct;

   d. In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

   e. The particular elements of Contract performance for which the Contractor may seek an equitable adjustment under this clause, including:

      1. What specific Contract Drawings or specific sections of the Specifications have been, or may be, affected by the alleged change;

      2. What labor or materials or both have been, or may be, added, deleted, or wasted by the alleged change;

3. To the extent practical, what delay and disruption in the manner and sequence of performance and effect on continued performance have been, or may be, caused by the alleged change in accordance with Section 01 32 00, "Construction Schedule;" and

4. What adjustments to Contract Amount and other provisions affected by the alleged change are estimated;

f. The Contractor's estimate of the time by which the County must respond to the Contractor's notice to minimize cost, delay, or disruption of performance, in accordance with Section 01 32 00, "Construction Schedule."

2. Continued Performance: Following submission of the notice required by Paragraph B.1 of this Article above, the Contractor shall diligently continue performance of this Contract as though not changed by the conduct reported under Paragraph B.1 until notified of the County's response under Paragraph B.3 of this paragraph, below.

3. Response: The County will, within fourteen (14) days after receipt of notice, respond to the notice in writing. In responding, the County will either:

a. Confirm that the conduct of which the Contractor gave notice constitutes a change and, when necessary, direct the mode of further performance in accordance with Part A of this Article, "Written Changes;"

b. Countermand any communication regarded as a change;

c. Deny that the conduct of which the Contractor gave notice constitutes a change, and when necessary, direct the mode of further performance; or

d. In the event the Contractor's notice information is inadequate to make a decision under A, B, or C above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the County will respond.

4. Appeals: In the event the Contractor does not agree with the County's response under B.3 above, the Contractor may submit a request to the Disputes Review Board.

5. Equitable Adjustment:

   a. If the County confirms that the County's conduct effected a change as alleged by the Contractor, the Contract will be modified in writing accordingly in conformance with Part A of this Article, "Written Changes". Except for a proposed change to the Drawings or Specifications, no request for equitable adjustment under this paragraph shall be allowed for any costs incurred more than fourteen (14) days before the Contractor gives written notice under Part B of this Article.

   b. In the case of a necessary change to the Drawings or Specifications for which the County is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the Drawings or Specifications before the necessary change is identified. When the cost of property made obsolete or in excess as a result of a change confirmed by the County under this paragraph is included in the equitable adjustment, the County will have the right to prescribe the manner of disposition of the property or its proceeds. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided respectively in Paragraphs (1) and (2) above of this part.

C. Compensation for Changes in the Work

1. Changes in the Work issued and signed by the Contractor pursuant to the requirements of this Contract represent and constitute full and final settlement for all costs and time (hereinafter referred to as compensation) associated with the Work (or event) described therein. Compensation is defined to include all direct and indirect labor costs, all material and equipment expenses, and all impact costs related to and/or occasioned by the Work described therein, as well as all taxes, insurance, and profit. It is agreed that the basis of compensation to the Contractor for Work either added or deleted by Changes in the Work shall be determined by one or more of the following methods

below. All amounts for overhead, profit, insurance, and all other direct and indirect costs of the changes in the Work (except for bonds as provided in Paragraph C.2 shall be computed in accordance with percentages set forth in Paragraph C.1.c and C.8.c of this Article.

a. Method A

By unit prices for items of Work scheduled to be done under the unit price provisions of the Contract. The cost or credit for such added or omitted Work shall be determined by multiplying the number of units added to or omitted from the Work by the applicable unit price.

b. Method B

By agreed lump sum. All lump sum quotations prepared by the Contractor shall be supported by legible and itemized cost by trades. The itemized breakdown accompanying the quotation shall quantify all added and deleted labor, material, and construction equipment directly involved. The Contractor must also obtain and furnish with quotation, itemized breakdown(s) as described above, signed by each subcontractor or vendor participating in the change regardless of tier. All labor cost, including associated fringe benefits and insurance costs, shall be verified by certified payrolls and/or standard rates in accordance with the Prevailing Wage Scale.

c. Method C

If neither Method A nor Method B are agreed upon before the changes to the Work are commenced, then the Contractor shall be paid as follows:

The actual cost, documented to the satisfaction of the County, of labor, materials, and equipment furnished by the Contractor and/or the actual cost of subcontractor Work incurred by the Contractor as provided in Paragraph C.8, plus the following percentages which are considered fair and reasonable compensation for overhead, profit, insurance, and all other direct and indirect costs of the Changes in the Work (except for bonds as provided in Paragraph C.2:

18% of the cost of labor as provided in Paragraph C.3 where furnished by the Contractor;

15% of the cost of materials as provided in Paragraph C.4 where furnished by the Contractor;

10% of the actual cost of equipment as provided in Paragraph C.5; and

5% of the actual cost of the first tier subcontract Work as provided in Paragraph C.8.

Overhead charges shall include those charges as specified in Paragraph C.3.c below.

d. Unilateral Change Order

1. The terms of a Unilateral Change Order, including the change in Contract price and/or completion date shall, in the County's judgment, be fair and reasonable.

2. When a Unilateral Change Order has been issued, it will have the full force and effect of a Contract modification. It will be included in schedules, payment applications, reports, and all official records of the Contract. The issuance of a Unilateral Change Order will not prejudice any of the Contractor's rights to make claims or appeal disputed matters under other provisions of the Contract.

3. If the Contractor objects to a Unilateral Change Order, Contractor shall state, in writing, specific objections to, or specific points of disagreement with, the Work described in the Unilateral Change Order within thirty (30) days of receipt of such Change Order.

2. To the total additional cost of the Work as computed by any of the three above methods, the Contractor may add, upon furnishing to the County satisfactory evidence of the cost thereof, the actual cost of additional bond premiums incurred by the Contractor as a result of the additional cost to the Work up to a sum not to exceed 1.5 percent (1.5%) of the additional cost to the Work.

3. Labor: The cost of labor used in performing the Work, whether the employer is the Contractor, Subcontractor, or other forces, will be the sum of the following:

   a. The gross actual wages paid including income tax withholdings but not including any employer payments to or on behalf of the workmen for health and welfare, pension, vacation, insurance, and similar purposes.

   b. To the actual gross wages, as defined above, a percentage will be applied based upon current applicable labor rates concerning payments made to or on behalf of workmen other than actual wages. This percentage shall constitute full compensation for all payments other than actual gross wages as specified below. The Contractor shall compute a separate percentage for each craft, or a composite percentage for all crafts if so approved by the County. All computed percentages shall be submitted to the County for approval within thirty (30) days after receipt of Notice to Proceed with the changes to the Work or as directed by the County prior to any changed Work being performed.

   c. The charges for labor shall include all classifications through foremen when engaged in the actual and direct performance of the Work. They shall not include charges for such overhead personnel as superintendents, assistant superintendents, office personnel, timekeepers, and maintenance mechanics.

4. Materials: The cost of materials required for the accomplishment of the Work shall be the delivered cost to the purchaser, whether Contractor, subcontractor, or other forces, from the supplier thereof, except as the following are applicable:

   a. If cash trade discount by the actual supplier is offered or available to the purchaser, it shall be credited to the County if such discount was taken.

   b. If materials are procured by the purchaser by any method which is not a direct purchase from and a direct billing by the actual supplier, to such purchaser, the cost of such materials, including handling, shall be deemed to be the price to the actual supplier as determined by the County.

c. If the materials are obtained from a supply or source owned wholly or in part by the purchaser, payment therefore will not exceed the lesser of the price paid by the purchaser for similar materials furnished from said source on Contract items or the current wholesale price for such materials delivered to the worksite, whichever price is lower.

d. The cost of such materials shall not exceed the lowest current wholesale price at which such materials are available in the quantities concerned, delivered to the job site, less discounts as provided in Subparagraph 4.a.

e. If the Contractor does not furnish satisfactory evidence of the cost of such materials from the actual supplier thereof, the cost shall then be determined in accordance with Subparagraph 4.d.

5. Equipment: Equipment rented/leased by the Contractor or subcontractor and utilized on this project for the purposes of this Article shall be paid for on the basis of arms-length rental agreements entered into and invoices paid by the Contractor or subcontractor for that equipment. These invoices shall be submitted as evidence of the expense incurred.

a. The Contractor or subcontractor shall be paid for the use of owned equipment at prices for the use of machinery and equipment determined by using 80 percent (80%) of equipment use costs published by the Associated Equipment Distributors, which edition is in effect at the time of the change. Contractor or subcontractor-owned equipment required to be on stand-by or to be present on the site, even though idle, shall be paid for at 50 percent (50%) of the owned equipment rate established above.

b. The Contractor or subcontractor shall furnish all data which might assist the County in the establishment of such rates.

1. Operators of equipment will be paid for as provided under Subparagraph C.3 above.

2. All equipment shall be in good working condition and suitable for the purpose for which the equipment is to be used. Contractor is responsible for any necessary repairs and ongoing maintenance of said equipment.

3. Unless otherwise specified, manufacturer's ratings and manufacturer modifications shall be used to classify equipment for the determination of applicable equipment rates. Equipment which has no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

4. Individual pieces of equipment or tools having a new value of five hundred dollars ($500.00) or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefore.

6. Equipment Located at the Site: The time to be paid for equipment located at the site shall be the time the equipment is required for the changed Work being performed. Moving time, loading, unloading, and hauling will not be paid for if the equipment is already located at the Site.

7. Equipment Not Located at the Site: For the use of equipment moved to the Site and used exclusively for changed Work, the Contractor will be paid the rates hereinbefore specified, as follows:

   a. The period shall begin at the time the equipment is unloaded at the site; shall include each day that the equipment is at the site, excluding Saturdays, Sundays, and other legal holidays unless the changes to the Work are performed on such days; and shall terminate at the end of the day on which the County directs the Contractor to discontinue the use of such equipment. The maximum time to be paid per day will not exceed eight (8) hours without prior written approval from the Director.

   b. Payment for transporting, loading, and unloading equipment will be made only when such equipment has been moved to the site for the sole and express purpose of accomplishing the changed Work.

8. Subcontracts: The cost for Subcontract work will be the actual cost to the Contractor or subcontractor for Work performed by a Subcontractor as follows:

a. The cost incurred by the first tier subcontractor for labor, materials, and equipment as limited by Paragraphs C.3, C.4, and C.5; plus

b. The following percentages which are considered fair and reasonable compensation for overhead, profit, insurance and all other direct and indirect costs of the changes in the Work (except for bonds as provided in Paragraph C.2:

18% of the cost of labor as provided in Paragraph C.3;

15% of the cost of materials as provided in Paragraph C.4;

10% of the cost of equipment as provided in Paragraph C.5.

c. To the total additional cost to the Work as computed in accordance with Paragraphs 8.a and 8.b above, the subcontractor, upon furnishing satisfactory evidence of the cost thereof, the actual cost of additional bond premiums incurred by the Subcontractor as a result of the additional cost to the Work up to a sum not to exceed 1.5 percent (1.5%) of the additional cost to the Work.

16. PROVISIONS FOR EXTRAS:

No new Work of any kind performed hereunder shall be considered as extra Work outside the scope of the Contract unless a separate estimate is given for said Work before it is commenced, the same is approved by the Department as reasonable and equitable, and it has been ordered under one of the three methods set forth in article, "CHANGES IN THE WORK," Paragraphs A, B, or C. Except for extra Work ordered by the Department according to unit prices or by changes or additions in the Work embraced in a Change Order issued by it, any extra Work performed will not be paid for by the County. The Contractor will prepare and submit change order requests as directed by the County Project Manager.

17. TIME EXTENSIONS AND COMPENSATION FOR DELAY:

A. Adjustments in the Contract Time shall be governed by the principles of this Article and shall be made in accordance with the conditions stated in Specification Section 01 32 00, Construction Schedule.

B. Actions or inactions of the County, or events for which the County has assumed contractual responsibility, which would independently delay the date of Substantial Completion beyond the current Contract Completion Date shall be designated as Compensable delays.

C. Events which are outside the control of, and without the fault or negligence of either the County or the Contractor, which would independently delay the date of Substantial Completion beyond the current Contract Completion Date shall be designated as Excusable delays. Unless the County considers that extreme circumstances warrant consideration, extensions of time because of inclement weather will not be granted.

D. Actions or inactions of the Contractor, or events for which the Contractor has assumed contractual responsibility, which would independently delay the date of Substantial Completion beyond the current Contract Completion Date shall be designated as non-excusable delays.

E. Concurrent delay is any combination of the above three types of delay occurring on a calendar date, except in cases where the combination consists of two or more instances of the same type of delay occurring on a calendar date.

F. Any event, action, inaction, or other cause which may give rise to a delay shall constitute a basis for adjustment in:

1. Contract Time, only if it can be demonstrated that the date of Substantial Completion will be delayed beyond the current Contract Completion Date and that the delay is classified as a Compensable or Excusable delay; and/or

2. Contract Amount, only if it can be demonstrated that the Contractor's time-related costs to complete the Work will be increased and the delay is classified as a Compensable delay.

18. OBSERVATION:

A. All Work shall meet with the approval of the Department and shall be completed in conformity with the Drawings and Project Manual approved by, and on file with, the Los Angeles County Board of Supervisors, such Drawings and the Project Manual will be made part of the Contract to be entered into for the Work referred to herein. The County at its discretion may require the contractor to obtain approval/clearance from the Inspector of Record for certain items to ensure the quality of the work.

B. The Department or its representative will have access to the Work at all times. The Contractor will furnish all facilities for inspection at the construction site, and at shops or yards, and shall not cover up any Work until the same has been approved by the Department. If Work should be covered up before being inspected, the Contractor will be required to remove such portions of the Work as may be necessary to disclose the part in question.

C. The County of Los Angeles or its authorized representatives will be given access to the Work at all times. Such access will not be subject to restrictions which are not directly related to the provision and maintenance of health and safety.

D. The Contractor will be issued a "Notice of Noncompliance" for any portion of the contract Work that does not satisfy the requirements of the Drawings and Specifications. No Work subject to a "Notice of Noncompliance" will be paid for by the County until such Work is brought into full compliance with the Drawings and Specifications to the satisfaction of the County. The Contractor must obtain the County's approval for all corrected deficiencies and/or non-compliant work prior to proceeding with work that may be affected by the deficient and/or non-compliant work. The Contractor shall not build on or conceal work that is deficient and/or non-compliant. Furthermore, work that is built or dependent upon item(s) that are deficient and/or not-compliant will not be approved on the progress payment request.

E. An Inspection Notice will be issued if the contract Work has not been executed in full compliance with the Drawings and Specifications. The Contractor is responsible for bringing all Work subject to an Inspection Notice into full compliance with the Drawings and Specifications at no additional cost to the County.

F. Technical Reports may be generated for the purpose of evaluating the quality, correctness, functionality, etc., of the Contractor's Work or performance under this contract in accordance with the requirements of the Drawings and Specifications.

19. PERMITS, LICENSES, AND INSPECTIONS:

A. The Contractor will obtain and pay for all permits required for the Work except the following "no-fee" permits: building, electrical, mechanical, plumbing, and sewer Work. Further, the Contractor will obtain and pay for all permits incidental to the Work or made necessary by Contractor's operation. This includes Contractor/Manufacturer designated structures such as prefabricated buildings, light poles, special shoring, and the like. The Contractor shall also pay for the plan check of prefabricated buildings.

B. To comply with Section 3800 of the Labor Code of the State of California, the Contractor and all Subcontractors requiring a permit (building, plumbing, grading, electrical, etc.) shall file a Workers' Compensation Certificate with the Department of Public Works, Business Relations and Contracts Division, Contracts Administration Section.

C. Exclusive of off-site inspection specified to be the County's responsibility, the Contractor will arrange and pay for all off-site inspection of the Work including certification thereof required by the specifications, drawings, or by governing authorities.

D. The County will provide on-site inspection of the Work and will arrange for off-site inspection when noted on the drawings and/or when specified in the various technical sections of the Specifications as the responsibility of the County. All other required inspection will be the responsibility of the Contractor.

E. The County will not pay any costs for licenses required in the performance of the Work. The Contractor shall assume this responsibility in total.

20. TESTS:

A. County's Responsibilities

1. The County reserves the right to test or require the Contractor to obtain "called tests" of any materials or performance over and above "required tests" as defined in the following Paragraph B.1, and

provided such "called tests" show the Work meets the specified requirements, the County will pay for the cost of the tests. If the Contractor was required to obtain the test from a third party, the County will reimburse the Contractor on the basis of Contractor's certified statement of the results and costs, with appropriate supporting documentation.

B. Contractor's Responsibilities

1. The Contractor will arrange and pay for all tests of materials or performance as required by the Specifications or by ordinance or governing authority. These are defined as "required tests".

2. The Contractor shall pay for all "called tests" as defined in preceding subparagraph A.1, when the test results show the materials or performance fails to meet the specified requirements. Immediately thereafter, the Contractor, at Contractor's own expense, shall remove the improper Work and replace same with materials or performance meeting the specified requirements. The Contractor shall also bear the expense of any tests required of the replaced Work, and of any subsequent removal, replacement, and testing as may be necessary to obtain materials or performance meeting the specified requirements.

21. SUBSTANTIAL COMPLETION:

A. The date of Substantial Completion of the Work, or designated portion thereof as set forth in the Contract Documents, is the date certified by the County when construction is sufficiently complete, in accordance with the Contract Documents, so the County may occupy or use the Work, or designated portion thereof, for the use for which it is intended.

B. When the Contractor considers that the Work, or designated portion thereof as set forth in the Contract Documents, is substantially complete as defined above, the Contractor shall prepare for submission to the County a list of items to be completed or corrected. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. When the County determines that the Work or designated portion thereof is substantially complete, it will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion. The Certificate shall state the responsibilities of the County and the Contractor for security, maintenance, heat, utilities, damage to the Work, and insurance, and shall list remaining items to be corrected or

completed. The Work not fully completed or corrected shall be completed to the satisfaction of the County within thirty (30) calendar days after Substantial Completion, or within a period of time mutually agreed upon between the Contractor and the County. In the event the Contractor fails to complete or correct the remaining items within the allotted time, the County may complete or correct the items and deduct the cost thereof from the Contract amount.

C. Warranties required by the Contract Documents, as discussed in Article 40 of the General Conditions, shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

D. Upon Substantial Completion of the Work or designated portions thereof, and upon application of the Contractor, the County, in County's sole discretion, may release and/or reduce the amounts retained subject to the limitations of Public Contract Code Section 9203.

E. In accordance with the General Conditions, the County reserves the right to occupy substantially completed portions of the Work and any such portion shall be subject to the above provisions for Substantial Completion.

22. OCCUPANCY BY THE COUNTY:

A. The Contractor, Contractor's employees, and representatives will be admitted by the County to the premises for the purpose of executing the Work to be performed under this contract, but they shall have no tenancy.

B. It is further understood that the County shall have the right to take temporary possession of, or use any portion of, any substantially completed part of the Work. Before taking possession of any Work, the County shall furnish the Contractor a list of items of Work remaining to be performed or corrected on those portions of the Work that the County intends to take possession of or use. However, a failure of the County to list any item of Work shall not relieve the Contractor of responsibility for complying with the terms of the Contract. The County's possession or use shall not be deemed an acceptance of any Work under the Contract.

C. While the County has such possession or use, the Contractor shall be relieved of the responsibility for the loss of, or damage to, the Work in place resulting from the County's possession or use. If prior possession or use by the County delays the progress of the Work or causes additional expense to the Contractor, an adjustment may be made in the Contract Amount or the

Contract Time, under the applicable scheduling and cost provisions of this Contract.

23. WORKERS:

None but workers skilled in the various trades required on this contract shall be employed upon the Work. Any mechanic or laborer employed upon the Work who, in the opinion of the Department, is non-cooperative or who shall prove careless or incompetent, shall be immediately removed from the Work by the Contractor, when notified to do so, and shall not be re-employed upon the Work.

24. HOURS OF WORK:

Work in excess of eight (8) hours per day will be permitted by employees of contractors under this Contract only so long as Section 1815 of the Labor Code of California is complied with by such contractors.

25. SATURDAY, SUNDAY, HOLIDAY, AND OVERTIME WORK:

A. No construction Work shall be done on Saturdays, Sundays, or holidays recognized by the County government and no Work shall be performed outside of normal Working hours without the consent of the Department, unless required under these specifications. In any event, all Work shall be subject to approval of the Department. Prior to the start of such Work, the Contractor shall arrange with the Department for the continuous or periodical inspection of the Work and tests of materials, when necessary. If requests are made by contractors for permission to Work overtime, nights, Saturdays, Sundays, or holidays, and such requests are granted, the Contractor shall bear all extra expense to the County or the awarding entity for inspection and other incidental expenses caused by such overtime work. If Contractor is requested, in the interest of the awarding entity, to work overtime by the Department; or if overtime Work is specifically required by these Specifications, all extra expense of inspection will be paid by the County. Should the Contractor find it necessary in order to complete the Work according to schedule to perform certain of Contractor's operations on Saturdays, Sundays, holidays or overtime, these operations shall be performed as part of the Work included in the contract price and shall not constitute a basis for additional payments. Refer to above paragraph for the obligations for the Contractor to assume the cost of inspections.

B. The County reserves the right to order in writing Work outside of normal working hours to avoid inconvenience of occupants of existing facilities or to

perform special operations that, in the judgment of the Department best serve the intent of the Contract Documents and the orderly prosecution of the Work. If the County elects to order Work outside of normal working hours, the Contractor shall make all arrangements to supply an adequate Work force for the task to be accomplished and will be compensated for the premium portion of the wages paid, plus labor burdens applicable to the premium portion only of the wages paid. Contractor shall submit copies of Contractor's payrolls indicating the premium wages actually paid, and the County will issue a Change Order to reimburse the Contractor for Contractor's actual costs only.

26. PREVAILING WAGE SCALE:

A. The Contractor shall comply with all provisions of the Labor Code of the State of California.

B. Under the provisions of said Labor Code, the State Department of Industrial Relations will ascertain the prevailing hourly rate in dollars and details pertinent thereto for each craft, classification or type of workers, or mechanic needed to execute any contract which may be awarded by the awarding entity.

C. Particulars of the current Prevailing Wage Scale, which are applicable to the Work contemplated under these Specifications, are filed with the awarding entity and the Department and must be posted at the project site.

27. EMPLOYMENT OF INDENTURED APPRENTICES:

A. Contractor shall comply with Section 1777.5 and 1777.7, Labor Code, State of California.

B. All Contractors shall employ registered apprentices at a ratio of not less than one hour of apprentice's work for every five hours of labor performed by a journeyman. Contractors shall be responsible for the compliance of all Subcontractors.

C. Contractor and Subcontractors shall keep an accurate record showing the name of the craft and wage rate of each apprentice and journeyman employed by each entity. Subcontractor shall provide, weekly, such records to the Contractor. Records shall be made available to the Division of Apprenticeship Standards and the County of Los Angeles or the awarding entity, for the purpose of determining compliance. Failure to comply may

result in withholding payments and other penalties as provided by the Labor Code.

28. AFFIRMATIVE ACTION PLAN FOR EQUAL EMPLOYMENT OPPORTUNITY:

A. The following provisions pertaining to equal employment opportunity are incorporated into this Contract. All references herein to "Contractor" shall be deemed to refer to the "general" Contractor.

B. During the performance of any construction Contract in excess of $10,000, the Contractor agrees as follows:

1. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor certifies and agrees that all persons employed by such firm, Contractor's affiliates, subsidiaries, or holding companies are, and will be, treated equally by the firm without regard to or because of race, color, religion, sex, or national origin and in compliance with all anti-discrimination laws of the United States of America and the State of California.

2. In all advertisements for labor or other personnel, or requests for employment of any nature, the Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

3. The Contractor shall deal with Contractor's Subcontractors without regard to or because of race, color, religion, sex or national origin.

4. The Contractor shall comply with current Federal employment and reporting requirements for County-funded construction contracts. Specifically, the Contractor shall make a good faith effort to comply with federal employment goals for minority and female employment and shall report minority and female employment data in a timely manner on the federal form provided by the contract awarding authority.

5. The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract of understanding, a notice, to be provided by the contract awarding authority, advising the said labor union or workers' representative of the Contractor's commitments under this section.

6. The Contractor shall allow the County access to Contractor's employment records during regular business hours to verify compliance with these provisions when so requested by the County.

7. The Contractor agrees that if the County finds that any of the above provisions has been violated, the same shall constitute a material breach of contract upon which the County may determine to cancel, terminate, or suspend the Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of the Contract have been violated, in addition, a determination by the Federal Equal Employment Opportunity Commission or the California Fair Employment and Housing Commission that the Contractor has violated federal or state anti-discrimination laws may constitute a finding by the County of Los Angeles that the Contractor has violated the anti-discrimination provisions of the Contract.

8. At County's option, and in lieu of canceling, terminating, or suspending the Contract, the County may impose damages for any violation of the anti-discrimination provisions of this paragraph, in the amount of two hundred dollars ($200) for each violation found and determined. The County and Contractor specifically agree that the aforesaid amount shall be imposed as liquidated damages, and not as a forfeiture or penalty. It is further specifically agreed that the aforesaid amount is presumed to be the amount of damages sustained by reason of any such violation, because, from the circumstances and the nature of the violation, it is impracticable and extremely difficult to fix actual damages.

9. The Contractor shall include the provisions of the foregoing Paragraphs B.1. through B.8. in every subcontract, so that such provisions will be binding upon each Subcontractor performing Work required by this contract.

29. PAYROLL RECORDS:

A. The Contractor shall comply with the requirements of Section 1771.4 and Section 1776 of the Labor Code, State of California. The Contractor and its subcontractors shall furnish the records specified in Section 1776 directly to the Labor Commissioner in an electronic format, in the manner prescribed by the Labor Commissioner, on the Department of Industrial Relations website. The Contractor and its subcontractors shall maintain payroll records as

enumerated in Labor Code Section 1776 (a). When requested by the County, the Contractor and its subcontractors shall submit to the County a copy of all weekly certified payrolls, indicating that the wage rates are not less than those determined by the State of California Department of Industrial Relations and the classifications set forth for each laborer or mechanic conform with the Work they performed. Contractor shall submit a weekly payroll report" (Form 347, A-1-131, or similar) accompanied by a written declaration, made under penalty of perjury. The Contractor shall be responsible for the submission of copies of payrolls for all subcontractors within ten (10) days after their payroll period. Failure of the Contractor to comply with the Labor Code requirements to pay prevailing wages and to maintain certified payroll records may result in withholding from progress payments amounts for underpaid wages and penalties as authorized by the Labor Code.

B. When requested by the County, the Contractor, all subcontractors, and some subconsultants will be required to submit certain certified payrolls and labor compliance documentation electronically at the discretion of, and in the manner specified by the County.

Electronic submittal will be a web-based system, accessed on the World Wide Web by a web browser. The Contractor, its subcontractors, and certain subconsultants will be given a log on identification and password to access the web-based labor compliance reporting system.

Use of the web-based system will entail additional data entry of weekly payroll information including; employee identification, labor classification, total hours worked and hours worked on this project, wage and benefit rates paid, etc. In addition, the Contractor may use payroll and accounting software that is capable of interfacing with the web-based system. The payroll and accounting software must be capable of generating a 'comma delimited file' or 'comma separated value (CSV) file' that will interface with the web-based system.

This requirement applies to all subcontractors, subconsultants, and vendors required to submit certified payrolls and provide labor compliance documentation. The information may be used to provide statistical informational data to public or jurisdictional agencies.

30. QUALITY OF WORK AND MATERIAL:

A. All materials, parts, and equipment furnished by the Contractor shall be new, first quality, and free from defects and imperfections. Workmanship shall be in accordance with the best standard practices.

B. Any item or Work installed by the Contractor, but not in conformance with the drawings and specifications, shall be removed by and at the Contractor's expense upon written request from the County.

C. If such items or Work are not removed or satisfaction obtained by the County within thirty (30) calendar days of such request, then the County may have such items or Work removed and Work completed to conform to drawings and specifications at the Contractor's expense.

31. RESPONSIBILITY OF CONTRACTOR AND OF CONTRACTOR'S REPRESENTATIVE ON THE WORK:

The Contractor shall give personal attention and supervision to the Work until same is entirely completed. In the absence of the Contractor from the Work, he shall have a representative in charge who shall be competent to superintend and direct the progress of the Work and who shall be authorized to receive instructions and to act for the Contractor on all matters related to the Work. The name of this representative shall be sent by letter to the Department immediately after the awarding of the contract.

32. REPAIRING DAMAGED WORK:

A. All portions of the Work that may be damaged by accident or in the course of or on account of building operations, or by reason of any other cause whatsoever during the progress of the Work, shall be carefully and neatly repaired or reconstructed and the whole left in first-class condition and turned over to the County ready for use.

B. Should any part of the Work of this contract be cut into or damaged by other Contractors, the Contractor and party causing such damage shall make adjustments between themselves relative to reconstruction or repairs and payment for same.

33. LIST OF SUBCONTRACTORS AND SUBLETTING WORK:

A. No part of the construction Work shall be done as piece Work, nor shall it be let to a Subcontractor after the execution of the original contract except as provided by law. In case part of the Work should be sublet, these General Conditions shall govern each trade insofar as they may apply to the Work of that trade.

B. Where more than one Contractor or where Subcontractors are engaged upon the Work, they shall coordinate their efforts (in accordance with Article 36 of

these General Conditions regarding other contractors, or under the control and guidance of the General Contractor), and shall be responsible, one to the other, for any damage or injury to the work.

C. Bidders and Contractor shall be governed by the provisions of Sections 4100 to 4113, inclusive, of the Public Contract Code of the State of California. Bidders shall set forth in their Bids, on forms provided for same, the name and location of the mill, shop, or office of each Subcontractor who shall perform the Work or labor or render service to the Contractor in or about the construction of the Work, and the portion of the Work which shall be done by each Subcontractor.

D. No subcontract shall be assigned or transferred except as provided in the above sections of the Public Contract Code of the State of California.

E. In case any Work is let to a Subcontractor, the Contractor shall be at all times responsible for the Work so done to same extent as if the Contractor were doing or had done the Work.

F. If a Subcontractor is named who shall perform the Work or labor or render service to the Contractor with respect to a material specified or indicated by patent or proprietary name and/or by the name of the manufacturer, and such Subcontractor cannot reasonably act with like respect to the material offered as an equal then, the Bidder shall, in his Bid Form, include with the pertinent data to be listed on the "Equals" page(s), the name and address of the Subcontractor who shall act with respect to the equal material.

G. In accordance with Public Contract Code Sections 4100, et seq., the Bidder must list all subcontractors who shall perform in excess of one-half of one percent of the Work. (See Subcontractors' Section of the Instructions to Bidders.)

34. ADVERTISING:

No advertising matter shall be attached or painted on surfaces of buildings, fences, or canopies, except that names of Contractors and Subcontractors, with their addresses and the designation of their particular branch, may be shown on signs of a removable type. Size and location of such signs shall be subject to approval of the Department. The Contractor shall provide a project identification signboard as specified.

35. CERTIFICATE AS TO COMPLIANCE WITH CERTAIN REGULATIONS:

A. The Contractor shall file with the Department, prior to the acceptance of the Work, a certificate in form, substantially as follows:

B. I (We) hereby certify that all Work has been performed and materials supplied in accordance with the drawings, specifications, and contract documents for the above Work, and that:

1. Not less than the prevailing rates of wages as ascertained by the Department has been paid to laborers, workers, and mechanics employed on this Work.

2. There have been no unauthorized substitution of Subcontractors; nor have any unauthorized subcontracts been entered into.

3. No subcontract was assigned or transferred or performed by anyone other than the original Subcontractor; except as provided in Sections 4100-4113, inclusive, of the Public Contract Code.

(Signed)_____
Contractor

36. COORDINATION WITH OTHERS AND OTHER CONTRACTS:

A. The County reserves the right to award other contracts for any Work on any portion of the project not included in this Contract.

B. Where coordination with other Contractors is required, the Contractor shall make the appropriate provisions in Contractor's CPM schedule for the access to the site by those Contractors, the schedules of Work developed by them, and any coordination required between any of those Contractors and between any of them and this Contractor.

C. The Contractor shall perform the Work of the Contract so that it will properly coordinate and fit the Work performed by other Contractors. He shall give the other Contractors every reasonable opportunity to perform their Work, store materials, and place equipment thereof, and fit their Work to the Work of other Contractors. They shall furnish to the other Contractors all information necessary in order that they may properly connect and fit their Work to Contractor's in ample time, so that they may have reasonable opportunity to prepare their Work therefore. They shall make the Work of this Contract ready to receive the Work of the other Contractors at the time fixed

thereof, and shall fit this Work to that of the other Contractors at the time fixed therefore.

D. The Contractor shall cooperate with others in the prosecution of all Work and shall not interfere with material, equipment, or workers of the County or other Contractors engaged by the County at the site of the Work.

E. All Contractors engaged in Work at the site shall have, insofar as practical, equal use of the premises and facilities. In case of disagreement regarding such use, the matter shall be referred to the Department, whose decision relative to said use shall govern.

F. If any part of the Contractor's Work depends on proper execution or results upon the Work of any other separate Contractor, the Contractor shall inspect and promptly report to the Director any apparent discrepancies or defects in such Work that render it unsuitable for such proper execution and results. Failure of the Contractor to inspect and report shall constitute an acceptance of the other contractor's Work as fit and proper to receive the Contractor's Work, except as to defects which may develop in the other separate contractor's Work after the execution of the Contractor's Work.

G. Should the Contractor cause damage to the Work or property of any separate Contractor on the project, the Contractor shall, upon due notice, settle with such other Contractor by agreement or arbitration if it will so settle. If such separate Contractor sues the County or initiates an arbitration proceeding on account of any damage alleged to have been so sustained, the County shall notify the Contractor who shall defend such proceedings at the Contractor's expense, and if any judgment or award against the County arises therefrom, the Contractor shall pay or satisfy it and shall reimburse the County for all attorney's fees and court or arbitration costs which the County has incurred.

37. CONTRACTOR'S CONSTRUCTION EQUIPMENT:

The Contractor shall furnish and maintain all equipment such as stairs, ramps, runways, scaffolds, hoists, etc., required for the proper execution of the Work. All such equipment and construction shall meet all requirements of all ordinances and laws applicable thereto.

38. CONTRACTOR PERSONNEL:

A. The Contractor agrees to employ only orderly and competent workers, skillful in the performance of the type of Work required under this Contract, to do the Work and agrees that whenever the County informs the Contractor in writing

that any workers on the Site are incompetent or disorderly, such Worker shall be discharged from the Work and shall not again be employed on the Work without the County's written consent.

B. The Contractor shall give adequate attention to the faithful prosecution and completion of this Contract and shall keep on the Site at all times during project's progress, competent personnel superintendent and any necessary assistants to supervise and direct the Work. Grounds for removal of Contractor personnel specifically include (but is not limited to) the failure or refusal of such personnel to adhere to the Contractor's planned Construction Schedule as developed by the Contractor under Section 01 32 00.

39. AUDITS AND RECORDS:

The Contractor shall maintain all data and records pertinent to the Work performed under this Contract, in accordance with generally accepted accounting principles, and shall preserve and make available all data and records until the expiration of four (4) years from the date of final payment under this Contract, or for such longer period, if any, as is required by applicable statute or by other articles of this Contract. The authorized representatives of the County shall have access to all such data and records for such time period to inspect, audit, and make copies thereof during normal business hours. Contractor covenants and agrees that it shall require that any subcontractor utilized in the performance of this Contract shall permit the authorized representatives of the Los Angeles County Department of Public Works to similarly inspect and audit all data and records of said Subcontractors relating to the performance of said Subcontractors under this Contract for the same time period.

40. WARRANTY AND CORRECTIONS TO WORK:

A. In addition to any other warranties in the Contract Documents, the Contractor warrants that Work performed under this Contract conforms to the Contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any Subcontractor or supplier at any tier.

B. Corrections to the Work may be required during construction or any applicable warranty period. At the County's option, the cost of such corrections may be withheld from progress payments.

C. This warranty shall continue for a period of one (1) year from the date of Substantial Completion of the Work. If the County takes occupancy of any part of the Work before Substantial Completion, a warranty covering that

specific portion of the Work shall begin for a period of one year from the date the County takes beneficial occupancy. The County will notify the Contractor in writing of the scope of any partial occupancy and the specific items under warranty.

D. The Contractor shall remedy at the Contractor's expense any failure to conform to the requirements of the Contract Documents or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to County-owned or controlled real or personal property, when that damage is the result of:

1. The Contractor's failure to conform to or comply with Contract requirements; or

2. Any defect of Contractor-furnished equipment, material, workmanship, or design.

E. The Contractor shall restore any Work damaged in fulfilling the terms and conditions of this Article. The Contractor's warranty with respect to Work repaired or replaced shall be extended for one (1) year from the date of repair or replacement.

F. The Director shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

G. If the Contractor fails to remedy any failure, defect, or damage within ten (10) working days (or immediately in the case of an emergency where delay would cause serious risk of loss or damage) after receipt of notice, the County shall have the right to remove, replace, repair, or otherwise remedy the failure, defect, or damage, and all direct and indirect costs of such removal, replacement, repair, and correction, including compensation for additional professional services, shall be paid by the Contractor.

H. With respect to all warranties, express or implied, from Subcontractors, manufacturers, or suppliers for Work performed and materials furnished under this contract, the Contractor shall:

1. Obtain all warranties that would be given in normal commercial practice;

2. Require all warranties to be executed, in writing, for the benefit of the County, if directed by the Director; and

3. Enforce all warranties for the benefit of the County, if directed by the Director.

I. In the event the Contractor's warranty has expired, the County may bring suit at County's expense to enforce a Subcontractor's, manufacturer's or supplier's warranty.

J. Unless a defect is caused by the Contractor or Subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the County, nor for the repair of any damage that results from any defect in County-furnished material or design.

K. This warranty shall not limit the County's rights under other articles of this Contract or as provided by law with respect to latent defects, gross mistakes, or fraud.

L. The terms of this Article do not relieve the Contractor of any legal liability for defects discovered after one year from the date of occupancy. The obligations imposed by this article shall survive termination of the Contract.

41. HAZARDOUS MATERIAL

A. Hazardous Material is any product, substance, chemical, crude oil (or any products, by-products, or fractions thereof), whose nature, quantity, and/or intensity of existence, use, manufacture, disposal, transportation, spill, release or effect, either by itself or in combination with other material or materials in, on or about the project site: (a) is or becomes potentially injurious to the public health, safety or welfare, environment, or the project site; (b) is or becomes regulated or monitored by any governmental authority; or (c) may, according to statutory or common law theory, such as nuisance (public or private), waste, trespass, negligence, strict liability, or tort, be a basis for liability in tort, or be a basis for liability to third parties.

B. Contractor shall notify the County when the Contractor has reason to suspect the presence of any Hazardous Material on the project site, whether or not such material was generated by Contractor or the County.

C. In the event the presence of hazardous material is suspected or discovered on the project site, the County shall retain an independent testing laboratory to determine the nature of the material encountered and whether corrective measures or remedial action is required.

D. Except as may be otherwise provided herein, the Contractor shall not be obligated to commence or continue Work in the affected area until any known or suspected hazardous material discovered on the project site has been removed, or rendered or determined to be harmless by the County, as certified by an independent testing laboratory and approved by the appropriate government agency.

E. In the event the presence of hazardous materials on the project site is not caused by the Contractor, the County shall pay for all costs of testing and remediation, if any, and shall compensate Contractor any additional costs incurred or project delay in accordance with the applicable provisions of changes in the work herein. In addition, the County shall defend indemnify and hold harmless the Contractor and its agents, officers, directors and employees from and against any and all claims, damages, losses, costs, and expenses incurred in connection with or arising out of relating to the performance of the Work in the area affected by the hazardous material.

F. In the event the presence of hazardous materials on the project site is caused by the Contractor, the Contractor shall pay for all costs of testing and remediation, if any, and shall compensate the County for any additional costs incurred as a result of Contractor's generation of hazardous material on the project site. In addition, the Contractor shall defend, indemnify, and hold harmless the County and its Special Districts and agents, officers, and employees from and against any and all claims, damages, losses, costs, and expenses incurred in connection with, or arising out of, or relating to, the presence of hazardous material on the project site.

G. The terms of this hazardous material provision shall survive the completion of the Work and/or any termination of this Contract.

42. CONTRACTOR SAFETY REQUIREMENTS:

In the performance of this Contract, the Contractor shall comply with all applicable federal, state, and local laws governing safety, health, and sanitation.

A. **Jobsite Safety:** The Contractor shall be solely responsible for ensuring that all work performed under the Contract is performed in strict compliance with all applicable Federal, State and local occupational safety regulations. The Contractor shall provide at its expense all safeguards, safety devices, and protective equipment, and shall take any and all actions appropriate to providing a safe jobsite.

B. **Project Safety Official:** The Contractor shall designate in writing a Project Safety Official who shall be at the jobsite at all times, and who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program (IIPP) and Code of Safe Practices (CSP). The Project Safety Official shall be available at all times to abate any potential safety hazards and shall have the authority and responsibility to shut down an operation, if necessary. Failure by the Contractor to provide the required Project Safety Official shall be grounds for the County to direct the cessation of all work activities and operations at no cost to the County until such time as the Contract is in compliance.

C. **Safety Indemnification:** To the extent allowed by law, the Contractor agrees to defend, indemnify and hold harmless the County and its officers, employees, and agents from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims and/or causes of action for damages of any nature whatsoever, including but not limited to injury or death to employees of the Contractor, its subcontractors or County attributable to any alleged act or omission of the Contractor or its subcontractor which is in violation of any CAL/OSHA regulation. The obligation to defend, indemnify and hold harmless includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multi-employer work sites. The County may deduct from any payment otherwise due the Contractor any costs incurred or anticipated to be incurred by the County, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by CAL/OSHA arising out of the Project.

43. <u>INDEMNIFICATION</u>:

A. Until the Work is completed and accepted by the awarding entity, the Contractor shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officials, officers, employees, agents, and trustees (the indemnified parties) from and against any and all liability, loss, injury, or damage including (but not limited to) demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees) arising from or connected with the Contractor's acts and/or errors and omissions arising from and/or relating to the Project. This indemnification does not apply to liability caused by the active negligence of the County.

B. The Contractor shall assume all risks and bear all cost for loss of, damage to, or missing or stolen equipment, tools, vehicles, and materials owned, hired, leased, or used by the Contractor for this Project.

44. GENERAL INSURANCE REQUIREMENTS:

Without limiting the Contractor's indemnification, the Contractor shall provide and maintain, during the term of this Agreement, the insurance specified in this Agreement. Such insurance shall be primary to, and not contributing with, any insurance or self-insurance programs maintained by the County and such coverage shall be provided and maintained at the Contractor's own expense.

A. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to the project contract administrator (as identified in the Invitation for Bids) at Los Angeles County Department of Public Works, Business Relations and Contracts Division, Contracts Administration Section, P.O. Box 1460, Alhambra, CA 91802-1460, prior to commencing services under this Agreement. Such certificate(s) or other evidence shall:

1. Specifically identify this Agreement, including the project name and specification number.

2. Clearly evidence all insurance required in this Agreement.

3. Contain the express condition that the County is to be given written notice by the issuing insurance company by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance.

4. Include a copy of the additional insured endorsement to the commercial general liability policy, adding the indemnified parties (the County of Los Angeles and its Special Districts) as insureds for all activities arising from this Agreement.

5. Show the Contractor's insurance as primary to the County's insurance and self-insurance programs. This may be evidenced by adding the following statement to the additional insured endorsement, "It is further agreed that the insurance afforded by this policy is primary to any insurance or self-insurance programs maintained by the additional insureds, and the additional insureds insurance and self-insurance programs are excess and non-contributing to the named insureds insurance."

6. Confirm deductibles or self-insured retentions shall not exceed $25,000, and the deductibles/retentions apply on a "per occurrence"

or “per loss” basis. The County retains the right to require the Contractor to provide a bond guaranteeing payment of all such retained losses and costs attributable to the Contractor’s retention, or, withhold payment to Contractor in the amount of all or any deductibles/retentions as the County deems appropriate.

B. Insurer Financial Ratings: Insurance is to be provided by an insurance company authorized to do business in California and acceptable to the County, with an A.M. Best rating of not less than A:IX, unless otherwise approved by the County.

C. Waiver of Subrogation: The Contractor agrees to release the indemnified parties and waive its rights of recovery against the indemnified parties under the insurance policies specified in this Agreement.

D. Cancellation of or Changes in Insurance: Contractor shall provide County with, or Contractor’s insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

E. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

F. Sub-Contractor Insurance Coverage Requirements: Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

45. INSURANCE COVERAGE REQUIREMENTS--TYPES AND LIMITS:

The County's insurance requirements specify that Contractors should obtain coverage from insurance companies acceptable to the County who have a current A.M. Best rating of not less than A:IX. A Best rating of A:IX indicates that the company evidences strong financial strength and ability to meet their ongoing financial obligations to policyholders.

A. Builders Risk Course of Construction Insurance: Such coverage shall:

1. Be written on a completed-value basis and cover the entire value of the construction Project, including County-furnished materials and equipment, against loss or damage until completion and acceptance by the County. See Supplementary Conditions, Section 00 08 00, Article 7, Insurance Coverage Requirements—Types and Limits, for additional information regarding replacement value of County-furnished materials and equipment.

B. General Liability Insurance: Such coverage shall be written on ISO policy form CG 00 01 or its equivalent. See Supplementary Conditions, Section 00 08 00, Article 7, Insurance Coverage Requirements—Types and Limits, for additional information regarding limits, occurrence, policy aggregate, and products/completed operations aggregate.

C. Automobile Liability Insurance: Such coverage shall be written on ISO form CA 00 01 or its equivalent. Such insurance shall include coverage for all "owned," "hired," and "non-owned" automobiles, or coverage for "any auto." See Supplementary Conditions, Section 00 08 00, Article 7, Insurance Coverage Requirements—Types and Limits, for additional information regarding liability limits.

D. Workers Compensation and Employers Liability Insurance: Such coverage shall provide workers compensation benefits, as required by the Labor Code of the State of California. Such policy shall be endorsed to waive subrogation against the County for injury to the Contractor's employees. If the Contractor's employees will be engaged in maritime employment, the coverage shall provide the benefits required by the U.S. Longshore and Harbor Workers Compensation Act, Jones Act, or any other Federal law to which the Contractor is subject.

1. In all cases, the above insurance shall include Employers Liability coverage with limits not less than:

a.	Each accident:	$1 million
b.	Disease – policy limit:	$1 million
c.	Disease – each employee:	$1 million

E. Performance Security Requirements:

Prior to execution of the Contract, the Contractor shall file surety bonds with the County in the amounts and for the purposes noted below, and on bond forms provided by the County. All bonds issued in compliance with the Contract shall be duly executed by a solvent surety company that is authorized by the State of California, is listed in the U.S. Department of Treasury's Listing of Approved Sureties (Annual Circular 570) and is satisfactory to the County, and it shall pay all premiums and costs thereof and incidental thereto (see http://www.fms.treas.gov/c570/).

1. Materials and Labor Bond (Payment Bond): Shall be in the sum of not less than 100% of the Contract price to assure the payment of claims of material men supplying materials to the Contractor, subcontractors, mechanics, and laborers employed by the Contractor on the Work. This bond shall be so conditioned as to inure to the benefit of persons furnishing materials for or performing labor upon the Work. This bond shall be maintained by the Contractor in full force and effect until the Work is completed and accepted by the County, and until all claims for materials, labor, and subcontracts are paid.

2. Bond for Faithful Performance: Shall be in the sum of not less than 100% of the Contract price to assure the faithful performance of the Contract. This bond shall be so conditioned as to assure the faithful performance by the Contractor of all Work under said Contract, within the time limits prescribed, including any maintenance and warranty provisions, in a manner that is satisfactory and acceptable to the County, that all materials and workmanship supplied by the Contractor will be free from original or developed defects, and that should original or developed defects or failures appear within a period of one year from the date of acceptance of the Work by the County, the Contractor shall, at Contractor's own expense, make good such defects and failures and make all replacements and adjustments required, within a reasonable time after being notified by the County to do so, and to the approval of the Department of Public Works. This bond shall be maintained by the Contractor in full force and effect during the performance of the Work of the Contract and for a period of one year after acceptance of the Work by the County.

Each bond shall be signed by both the Contractor (as Principal) and the surety.

Should any surety or sureties upon said bonds or any of them become insufficient or be deemed unsatisfactory by the County, the Contractor shall replace said bond or bonds with good and sufficient sureties within ten days after receiving notice from the County that the surety or sureties are insufficient or unsatisfactory. Should any surety or sureties be deemed insufficient or unsatisfactory, no payment(s) shall be deemed due or will be made under this Contract until the new sureties shall qualify and be accepted by the County.

46. Not used.

47. Not used.

48. ASSIGNMENT:

A. The Contractor shall not assign this Contract without the consent of the County. The Contractor shall be bound by and comply with all applicable provisions of the Labor Code of the State of California and shall keep informed of and observe and comply with and cause all of Contractor's agents and employees to observe and comply with all federal, state, and local laws which in any way affect the conduct of the Work of this Contract.

B. Work performed on County-owned property, irrespective of political subdivision location, shall be governed by the County Building Laws, and Work performed outside the property lines of County-owned property shall be governed by the local laws of the County, city, or other municipal government having jurisdiction.

49. PATENTS:

In the event that any patented article, material, or process is to be installed or used in the performance of the Work as shown on the drawings or particular specifications therefore, the Contractor shall pay the royalty chargeable and shall save, keep, and bear the County harmless from all damage, costs, and expenses by reason of any infringement of the patent therefor, or by reason of the failure to pay the royalty chargeable for use thereof, and any loss to the County or the awarding entity in the event that the County is enjoined from using such patented article or material and the incidental damage caused by the loss of use and damage to County property or awarding entity in removing same, and cost of replacing the

article or material the use of which is enjoined. Provided further the Bond for Faithful Performance shall be deemed to expressly apply to this provision of the specifications.

50. SUSPENSION AND/OR TERMINATION OF WORK AND/OR CONTRACT:

A. Suspension of Work

1. The Director may order the Contractor in writing to suspend, delay or interrupt all or any part of the Work for such period of time as he may determine to be appropriate for the convenience of the County.

2. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize incurring costs allocable to the Work covered by the order during the period of Work stoppage.

3. If the performance of all or any part of the Work is, for an unreasonable period of time, suspended, delayed, or interrupted by (a) an act of the County in the administration of this Contract, or (b) by the County's failure to act within the time specified in this Contract (or, if no time is specified, within a reasonable time), an adjustment shall be made for any increase in cost of performance of this Contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption, and the Contract modified in writing accordingly. However, no adjustment shall be made under this Article for any suspension, delay, or interruption to the extent (a) that performance would have been suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or (b) for which an adjustment is provided for or excluded under any other provision of this Contract.

4. No claim under this paragraph shall be allowed (a) for any costs incurred more than fourteen (14) calendar days before the Contractor shall have notified the County in writing of the act or failure to act involved, (but this requirement shall not apply as to a claim resulting from a suspension order), and (b) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such suspension, delay, or interruption, but not later than the date of final payment. No part of any claim based on the provisions of this clause shall be allowed if not supported by adequate evidence showing that the cost would not have been incurred but for a delay within the provisions of this Article.

B. Termination for Convenience

1. The Director may, whenever the interests of the County so require, terminate this Contract, in whole or in part, for the convenience of the County. The County shall give written notice of the termination to the Contractor specifying the part of the Contract terminated and the date termination becomes effective.

   a. The Contractor shall incur no further obligations in connection with the terminated Work, and, on the date set in the notice of termination, the Contractor shall stop Work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated Work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated Work. The County may direct the Contractor to assign the Contractor's right, title, and interest under the terminated orders or subcontracts to the County. The Contractor must still complete the Work not terminated by the notice of termination and may incur obligations as are necessary to do so.

   b. The County may require the Contractor to transfer title and deliver to the County in the manner and to the extent directed by the County: (a) the fabricated or unfabricated parts, Work in process, completed Work, supplies, and other material produced or acquired for the Work terminated; and (b) the completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to the County. The Contractor shall, upon direction of the County, protect and preserve property in the possession of the Contractor in which the County has an interest. If the County does not exercise this right, the Contractor shall use its best efforts to sell such supplies and manufacturing materials for the benefit of the County.

   c. If the parties are unable to agree on the amount of a termination settlement, the County shall pay the Contractor the following amounts:

1. For Contract Work performed before the effective date of termination, the total (without duplication of any items) of:

   (a) The percentage of the Contract price which equals the percentage (%) of Work completed in accordance with the schedule of values, less prior progress payments, and any applicable Liquidated Damages. The amounts of outstanding Stop Notices shall be withheld until the Stop Notices are resolved as provided by law.

   (b) The cost of settling and paying terminated subcontracts and orders that are properly chargeable to the terminated portion of the Work;

2. The reasonable costs of effectuating the settlement of the Work terminated, including:

   (a) Accounting, clerical, and other expenses reasonably necessary for the preparation of termination settlement bids and supporting data;

   (b) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

   (c) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

C. Termination for Default

1. If the Contractor refuses or fails (a) to commence the Work within the time required by this Contract, (b) to prosecute the Work or any separable part with the diligence that will ensure completion within the time specified in this Contract, including any authorized extension, (c) to provide sufficient and properly skilled workers or proper materials or equipment to complete the Work in an acceptable manner and without delay, (d) to promptly pay its subcontractors, laborers, and materialmen, (e) to perform any of Contractor's other obligations under this Contract, or (f) to complete the Work within the time

specified in this Contract ("events of default"), the County may, by written notice to the Contractor, terminate the right to proceed with the Work (or the separable part of the Work). In this event, the County may take over the Work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the site necessary for completing the Work. The Contractor and Contractor's sureties shall be liable for any damage to the County resulting from events of the default, whether or not the Contractor's right to proceed with the Work is terminated. This liability includes any increased costs incurred by the County in completing the Work.

2. The Contractor's right to proceed shall not be terminated because of delays, nor will the Contractor be charged with damages under this article, if:

   a. The delay in completing the Work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor (examples of such causes include: (i) acts of God, (ii) acts of the public enemy, (iii) acts of the County in either its public or contractual capacity, (iv) acts of another Contractor in the performance of a contract with the County, (v) fires, (vi) floods, (vii) epidemics, (viii) quarantine restrictions, (ix) strikes, (x) freight embargoes, (xi) unusually severe weather, or (xii) delays of Subcontractors or Suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the Subcontractors or Suppliers); and,

   b. The Contractor, within fourteen (14) calendar days from the beginning of any delay (unless extended by the County), notifies the County in writing of the causes of the delay in accordance with Specification Section 001310, Construction Schedule. The County shall ascertain the facts and the extent of the delay. If, in the judgment of the County, the findings warrant such action, the time for completing the Work shall be extended by Change Order. The findings of the County will be final and conclusive on the parties.

3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the County.

4. The rights and remedies of the County in this article are in addition to any other rights and remedies provided by law or under this Contract. Time is of the essence for all delivery, performance, submittal, and completion dates in this Contract.

D. Termination for Improper Consideration

1. County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment, or extension of the Contract or the making of any determinations with respect to the Contractor's performance pursuant to the Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by the Contractor.

2. Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

3. Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

E. Notice of suspension or termination for any reason shall be given in writing and shall be complete one day after deposit in the United States mail in a sealed envelope with postage prepaid and directed to the Contractor at Contractor's address as filed with the County, or upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to the Contractor. Actual knowledge of such suspension or termination by an individual Contractor or by a copartner, if the Contractor be a partnership or by the president, vice-president, secretary or general manager, if the Contractor be a corporation, or by the managing agent regularly in charge of the Work on behalf of said Contractor, shall in any case be sufficient notice.

51. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

A. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through Contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

B. As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall, during the term of this Contract, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully serviced Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

C. Failure of Contractor to maintain compliance with these requirements shall constitute a default by Contractor under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure to cure such default within ninety (90) days of notice by the Los Angeles County District Attorney shall be grounds upon which the County Board of Supervisors may terminate this Contract.

52. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT:

Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's L.A.'s Most Wanted: Delinquent Parents poster in a prominent position at Contractor's place of business. County's District Attorney will supply Contractor with the poster to be used.

53. LIMITATION OF LIABILITY:

A. This project may be awarded by or the Contract may be assigned to a joint powers authority or a nonprofit corporation established by the awarding entity. Bonds, certificates of participation, or other evidences of

indebtedness will be issued by a joint powers authority or nonprofit corporation or the awarding entity or the County, for the purpose of constructing the Work contemplated by these Drawings and Specifications. The proceeds of said sale shall be the sole source of funds for payment of all Work to be done and all claims of any kind that may be made under the provisions of this Contract. Neither the awarding entity, nor (if different) the issuing entity, nor any individual parties thereto, nor the County, nor the County's agents and Special Districts, shall have any liability whatsoever to the Contractor or others arising out of, or in any way connected with, Work to be performed hereunder, save and except as such liability may be paid and discharged out of said proceeds, and except as specifically provided for in these specifications. Contractor shall look solely to said proceeds for payment of Work to be done or any claims whatsoever that may be asserted hereunder. Contractor expressly releases and discharges the awarding entity, the issuing entity, and the County and each of them from any and all liability, cost, or expenses save and except such liability, cost, and expense as may be paid for out of said proceeds.

B. The issuing entity will adopt a policy to sell and issue bonds, certificates of participation, or other evidences of indebtedness at such times and in sufficient amounts to ensure that funds are provided for the prompt payment, as installments become due, for Work performed hereunder.

54. FORUM SELECTION:

Contractor hereby agrees to submit to the jurisdiction of the courts of the State of California. The exclusive venue of any action brought by Contractor, on Contractor's behalf or on the behalf of any Subcontractor, which arises from this agreement or is concerning or connected with services performed pursuant to this agreement, shall be deemed to be in the courts of the State of California located in Los Angeles County, California.

55. WAIVER:

The waiver by the County of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition on any subsequent breach of the same or any other term, covenant, or condition herein contained.

56. PRIOR AGREEMENTS:

This Contract contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this agreement and no prior agreements or

understanding pertaining to any such matter shall be effective for any purpose. No provision of this Contract may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successor-in-interest.

57. PROGRESS PAYMENTS:

In accordance with Public Contract Code Section 20104.50, the County shall make progress payments within thirty (30) days after receipt of an undisputed and properly submitted payment request from a Contractor on a construction contract. Interest shall be paid to the Contractor equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure if the County fails to make payment within the thirty (30) days. If the payment request is determined not to be a proper payment request suitable for payment, it shall be returned to the Contractor as soon as practicable, but not later than seven (7) days after receipt accompanied by a document setting forth in writing the reasons why the payment request is not proper. The Contractor will prepare and submit progress payments as directed by the County Project Manager.

58. ACCEPTANCE OF FINAL PAYMENT AS RELEASE:

The acceptance by the Contractor of the final payment shall be and shall operate as a release to the County and the awarding entity of all claims and all liability to the Contractor for all things done or furnished in connection with this Work and for every act and neglect of the County, awarding entity, and others relating to or arising out of this Work. No payment, however final or otherwise, shall operate to release the Contractor or his sureties from any obligation under this contract or the Performance and Payment Bond.

59. SUBSTITUTION OF SECURITIES FOR RETENTION:

In accordance with Public Contracts Code Section 22300 et seq., the Contractor may substitute securities for retention monies to be withheld to ensure performance under this Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld may be deposited with the County, or with an approved State or Federally chartered bank as the escrow agent. The County will then pay such retention moneys to the Contractor. It is the Contractor's obligation to secure the services of a state or federally chartered bank to act as escrow agent. Securities eligible for investment include those listed in Government Code Section 16430 or bank or savings and loan certificates of deposit. The Contractor shall be the beneficial owner of any securities substituted for retention monies withheld and shall receive any interest earned by the securities. The standard form of the County's Escrow Agreement is on file at the Business Relations and Contracts

Division of the Department of Public Works. The terms of that Agreement are incorporated by reference.

60. RESOLUTION OF CONSTRUCTION CLAIMS:

The provision of Public Contract Code 20104 et seq. relating to the resolution of construction claims of three hundred seventy-five thousand dollars ($375,000) or less which arise between a Contractor and a local agency are hereby incorporated in this Contract.

61. CONFLICT OF INTEREST:

No County employee whose position in County enables him to influence the award of this agreement or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor herein, or have any other direct or indirect financial interest in this Agreement.

62. ANTI-TRUST CLAIMS:

In entering into a public works Contract or a Subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the 44 Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2, Division 7, of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works Contract or Subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

63. COUNTY'S QUALITY ASSURANCE PLAN:

The County or its agent will evaluate Contractor's performance under this agreement on not less than an annual basis. Such evaluation will include assessing Contractor’s compliance with all contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing, and that may place performance of the agreement in jeopardy if not corrected, will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this agreement or impose other penalties as specified in this agreement.

64. LAWS, CODES AND REGULATIONS TO BE OBSERVED:

A. The Contractor shall become familiar and comply with all Federal, State, County and City laws, ordinances or regulations controlling the action or operation of those engaged in the work, or affecting materials used, and operate in accordance therewith.

B. In accordance with this requirement, it has not been considered necessary to enumerate all wiring, plumbing and other requirements covered by the codes. The Contractor, in making a bid, agrees that the requirements of such ordinances will be as carefully adhered to as if they were specifically set forth in the specifications.

C. The Contractor shall hold harmless the County and all of its officers, agents and servants against any claims or liability arising from, or based upon the violation of such laws, by-laws, ordinances, regulations, orders or decrees, whether by the Contractor or the Contractor's employees, except where the instance of violation is done in accordance with the specifications.

D. Work performed on County-owned property, irrespective of political subdivision location, shall be governed by the County Building Laws; and work performed outside the property lines of County-owned property shall be governed by the local laws of the County, City, or other municipal government having jurisdiction.

* * *

(00700.REV 5/2008)

SECTION 00 08 00

SUPPLEMENTARY CONDITIONS

1. DEFINITIONS:

Whenever the following words appear in the Contract Documents, they will be construed to have the following meanings:

a. "County" means the County of Los Angeles.

b. "Awarding Entity/County" means either the County; the County, as agent for such joint powers authority or nonprofit corporation as may be involved in the issuance of bonds, certificates of participation or other evidences of indebtedness to finance the work contemplated herein; or said joint powers authority or nonprofit corporation.

c. "Board of Supervisors" means the Board of Supervisors, County of Los Angeles, California.

d. "Department" means the Department of Public Works.

e. "Owner" means the County of Los Angeles, represented by the Department of Public Works.

f. "Director" means the Director of the Department of Public Works or his authorized representative.

g. "Architect" means Paul Murdoch Architects, or their authorized representative.

h. "Project Manual" means the manual prepared for the project, consisting of the Bid and Contract Requirements, Conditions of the Contract, and Technical Specifications.

I. "Contract" means the agreement which has been executed by the Contractor and the County.

j. "Contract Documents" means those documents identified in Paragraph 5 of the General Conditions.

k. "Contractor" means the Prime Contractor awarded the Contract by the Board of Supervisors.

l. "Award of Contract" means the date the Board of Supervisors awards the construction Contract to the Contractor.

m. "Notice to Proceed" means the date the Director authorizes the Contractor to proceed with the Contract work.

n. "Acceptance of the Project" means Los Angeles County Board of Supervisors or Director's acceptance of the work.

o. "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The work may constitute the whole or a part of the project.

p. "The Project" is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include Work by the County or others.

q. "Substantial Completion" means the Date of Substantial Completion of the Work, or designated portion thereof as set forth in the Contract Documents, certified by the County when construction is sufficiently complete, in accordance with the Contract Documents, so the County may occupy or use the Work, or designated portion thereof, for the use for which it is intended.

r. "Disputes Review Panel" reviews all matters related to disputes over the interpretation of the Drawings and Specifications.

s. "Notice to Bidders" means any written modification to the Contract Documents issued prior to the bid date.

t. "Day" means calendar day unless otherwise specified.

u. "Drawings" means the graphical and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the work, generally including plans, elevations, sections, details, schedules, and diagrams.

v. "Specifications" means that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the work, and performance of related services.

w. "Inspection Notice": A sequentially numbered written notice issued to the Contractor for the purpose of, but not limited to, the following:

1) Define items/installations that deviate from the Contract Documents and which payment may be withheld.

2) Alert as to problem areas prior to issuing Noncompliance.

3) Void previously issued Inspection or Noncompliance Notice when corrections have been made.

4) Give notice of approval.

5) Provide general project information.

6) Define delinquent submittals.

7) Advise Contractor of not complying with safety requirements.

x. "Noncompliance Notice": A sequentially numbered written notice issued to the Contractor that defines materials, installations, and/or situations that do not comply with codes or the Contract Documents and which payment cannot be made. The statement "remove and replace" will be included when required.

2. PAYMENTS:

Payments on account of the Work comprising the original Contract shall be made upon demand of the Contractor as follows:

a. A working day of the month shall be selected by the County and the Contractor, which day shall remain constant throughout the life of the project, and vary only as needed to fall on a working day. A payment request equal to ninety-five percent (95%) of the labor performed and material actually installed in the work during the previous thirty (30) days or since the last payment request shall be submitted by the Contractor and presented to the County for payment.

b. A payment request for the 5% withheld from the monthly progress payments shall be submitted by the Contractor to the County upon completion and acceptance by the County of all the work called for under the original Contract.

c. In the event of payment on account of additional work for a Change Order, supplemental agreement, or unit price authorization, the retention shall be as stipulated by the original Contract.

d. When progress payments are to be made, no payment on account of the work and at any time while there is work in progress, will be considered an acknowledgment that any or certain portions of the work have been done in accordance with the Drawings and Specifications. Should there be any balance due the Contractor at the time of the acceptance of the work such balance shall be paid upon said acceptance.

e. All demands for payment shall be itemized and rendered in six (6) copies by the Contractor and shall be certified by the Director when found by him to be correct. Payment will be made to the Contractor within thirty (30) days after the approval by the Director.

f. Cost of bonds or liability insurance shall not be included as an item in the demands for monthly progress payments. In the compilation of demands for progress payments, neither stipulated nor bid unit prices for deductions shall be used as the basis for computing prices for the work completed.

g. When the Contractor has requested payments that would bring his total payment to fifty percent (50%) of the Contract, all subcontractors and material suppliers on record with the Contract Administrator will be notified by U. S. Mail regarding the status of such payment.

Subcontractors and material suppliers of record will be advised to refer to their rights under the Civil Code relating to the "Stop Notices" and other means or methods of securing payment for their work or materials.

3. PAYMENT FOR STORED MATERIAL:

The Department, at its discretion, may authorize "Progress Payments" at the invoiced price, minus retention specified under "Payments", for:

a. Material and equipment delivered to the site but not incorporated in the Work.

b. Material and equipment delivered and stored off the site in a bonded warehouse or other location within Los Angeles County, which warehouse or other location is satisfactory to and has been approved by the Department.

c. The provisions allowing prepayment for materials will be applied to large items of equipment and construction materials of special manufacture or order for the job, such as:

1. Electrical switchgear, generators, and transformers over 15 KVA.

2. Mechanical items including air handlers over 15 horsepower, boilers, chillers, and fabricated ductwork.

3. Reinforcing steel and structural steel when fabricated to job requirements.

4. Carpeting, floor tile or ceiling tiles.

5. Electrical fixtures (less lamps) and light standards.

6. Door and security hardware.

7. Window wall assemblies.

8. Precast concrete members such as wall panels, "tees" or girders.

Contractor must furnish with his Request for Payment acceptable evidence showing such material and/or equipment has been paid for in full, together with a verified statement that same is/are free from all liens and encumbrances and will be utilized in the Work covered by this Contract and a material list sufficient for physical inventory at the storage location. All shop drawings and material submittals must be approved prior to authorizing payments.

All storage, handling and rehandling costs, insurance and responsibility for protection and proper installation of such material and equipment, is the obligation of the Contractor. No payment, pursuant to this provision for material or equipment, shall in any way relieve the Contractor of its responsibility to obtain or provide, at its expense, any such material or equipment, or release the Contractor from any of its obligations under this Contract.

Department may enter upon the premises where the material and/or equipment is stored for inspection, checking, or any other purpose it deems necessary. The Contractor will be reimbursed for any Los Angeles County taxes levied against such material or equipment while so stored, upon presentation of a receipted tax bill for same.

4. EQUIPMENT LAYOUT DRAWINGS:

When any section of the specifications requires the submittal of an "Equipment Layout Drawing", the Contractor shall coordinate all work under various sections of the Specifications to assure that no interferences occur in the rooms or areas for which such drawings have been required and that necessary clearances are provided.

Installation of affected equipment shall not proceed until required drawings have been approved by the Department.

5. AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS:

The following forms and reports are required to be completed by the Contractor and/or Subcontractors according to the instructions furnished for each and at the time shown below for each:

a. Within ten (10) working days of subcontract award:

- Contractor's Notification of Subcontracts Awarded

b. Prior to commencement of work:

- Notice of EEO Commitment

c. During the construction period:

- Monthly Employment Utilization Report (form CC257)

6. SURVEY OPERATIONS:

The Contractor shall be responsible for all survey and layout operations and shall be responsible for the following:

a. Locate elevations of all improvements, establish control points and bench marks adequate for the use of all trades so that all parts of the work are within the specified and indicated tolerances.

b. As the work proceeds, verify all grades, lines, and dimensions indicated on the drawings, and report errors and inconsistencies to the Architect in writing. Do not proceed until errors and inconsistencies are corrected.

c. Maintain staking as required by construction progress and maintain construction progress and maintain control points and benchmarks until final completion of the project.

7. INSURANCE COVERAGE REQUIREMENTS—TYPES AND LIMITS:

A. Builders Risk Course of Construction Insurance:

1. Replacement value of County-furnished materials and equipment for this Project is valued at full contract price.

2. If new Work involves a major addition/renovation that could affect the structural integrity of the existing structure, Contractor shall insure the new Work and the existing structure for the total cost of the Contract plus the value of the existing structure.

3. Insure against damage from perils covered by the Causes-of-Loss Special Form (ISO form CP 10 30), and be endorsed to include earthquake, flood, ordinance or law coverage, coverage for temporary offsite storage, debris removal, pollutant cleanup and removal, preservation of property, excavation costs, landscaping, shrubs and plants and full collapse coverage during construction (without restricting collapse coverage to specified perils). Such insurance shall be extended to include boiler & machinery coverage for air conditioning, heating and other equipment during testing.

4. Be written on a completed-value basis and cover the entire value of the construction project, including the replacement value of County furnished materials and equipment, against loss or damage until completion and acceptance by the County.

B. General Liability Insurance:

Minimum coverage requirements shall provide limits of not less than $2,000,000 per occurrence, $4,000,000 policy aggregate, and $4,000,000 products/completed operations aggregate. The products/completed operations coverage shall continue to be maintained in the amount herein for at least two (2) years from the date the Project is completed and accepted by the County.

C. Automobile Liability Insurance:

Minimum coverage requirements shall provide a limit of not less than $2,000,000 per accident.

D. Workers Compensation and Employers Liability Insurance: Such coverage shall provide workers compensation benefits, as required by the Labor Code of the State of California. Such policy shall be endorsed to waive subrogation against the County for injury to the Contractor's employees. If the Contractor's employees will be engaged in maritime employment, the coverage shall provide the benefits required by the U.S. Longshore and Harbor Workers Compensation Act, Jones Act, or any other Federal law to which the Contractor is subject.

1. In all cases, the above insurance shall include Employers Liability coverage with limits not less than:

i.	Each accident:	$1 million
ii.	Disease – policy limit:	$1 million
iii.	Disease – each employee:	$1 million

8. CERTIFICATE OF INSURANCE:

a. Refer to General Conditions, Articles 43, 44, and 45, regarding insurance.

b. Certificate of Insurance shall include the following statement:

"It is further understood and agreed that these insurance policies comply with the Contract requirements of this project."

c. The cancellation clause shall be modified to read as follows:

"Should any of the above-described policies be canceled before the expiration date thereof, the issuing company will mail 30 days written notice to the below-named certificate holder.

d. The Certificate of Insurance shall clearly state that the County of Los Angeles and its Special Districts are named as Additional Insured.

e. Include the name of the project and specification number on all insurance certificates.

9. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT:

The Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 1857 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) as amended. Violations shall be reported to the County and the Regional Office of the Environmental Protection Agency.

10. LOBBYING OF COUNTY OFFICIALS:

Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Contract upon which County may immediately terminate or suspend this Contract.

11. CORRESPONDENCE:

All correspondence shall be addressed to the County of Los Angeles, Department of Public Works, P.O. Box 1460, Alhambra, California 91802-1460, Attention: Project Management Division. This address shall be included in all contracts with subcontractors and suppliers.

12. EMPLOYMENT OF LAID-OFF COUNTY EMPLOYEES - SKILLED TRADES AND OTHERS:

a. Should Contractor, or any Subcontractor performing more than $250,000 of the Contract value, require additional or replacement personnel to perform services under this Contract, other than the performance of a skilled trade, Contractor shall give first consideration for such employment openings to qualified former County employees who are on a re-employment list.

b. Should Contractor, or any Subcontractor performing more than $250,000 of the Contract value, require additional or replacement personnel to perform a skilled trade not covered by an existing union hiring agreement under this Contract, Contractor is encouraged to consider for such employment openings qualified County employees who are targeted for layoff or qualified former County employees who are on a re-employment list. In no event shall the County be liable for any cost, delay, or impact claims arising out of efforts to hire such present and former County employees.

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SECTION 01 00 00

PROJECT GENERAL REQUIREMENTS

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of the Contract (1.02)
B. Permanent Utility Services (1.03)
C. Work not Included (1.04)
D. Drawings (1.05)
E. Time of Completion (1.06)
F. Long-Lead-Time Materials and Equipment (1.07)
G. Liquidated Damages (1.08)
H. Examination of Site and Work (1.09)
I. Cooperation (1.10)
J. Restrictions to the Work (1.11)
K. Cutting and Patching (1.12)
L. Air Quality Management District Rules (1.13)
M. Shop Drawings (1.14)
N. Cleaning (1.15)
O. Existing Utility Lines (1.16)
P. Protective Measures (1.17)
Q. Project Administration (1.18)
R. Best Management Practices (BMP) Requirements (1.19)
S. Work In Progress Under Other Contracts (1.20)

1.02 SCOPE OF THE CONTRACT

A. Work to be done under the Contract consists of furnishing all materials, all equipment, and performing the Work required by these Specifications and the Drawings hereinafter, described and necessary, to complete the construction of the Magic Johnson Park Make Ready and Parking Project.

B. The scope of the project consists, but is not limited to, removal of all existing structures and the preparation of the site, including offsite improvements, utility services, grading, storm drainage, landscape, and parking requirements. In addition, it will also include the relocation of the existing walking trail, power lines and related lighting fixtures, benches, and exercise equipment; and the planting 99 new trees, 44 of which are on the Magic Johnson Park site.

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1.03 PERMANENT UTILITY SERVICES

The Work shall include all operations necessary to connect the required utility services, from the city network to the project site's property line, as shown on the Contract Drawings, permanent meters, and required inspections.

All fees in connection with utility service installations shall be borne by the Contractor; however, upon receipt of certified cost statements, the County will reimburse Contractor.

Drawing notes and/or specification provisions of trade sections concerning utilities shall take precedence over the foregoing provisions.

1.04 WORK NOT INCLUDED

All items indicated on the Drawings as "N.I.C." (not in contract).

1.05 DRAWINGS

The Work shall conform to the Drawings entitled Magic Johnson Park Make Ready and Parking Project with sheet numbers and titles as listed on Sheet No. 1 of the Drawings.

1.06 TIME OF COMPLETION

A. The work to be performed under the contract shall be completed within 186 calendar days, beginning with the date stipulated in the written notice to proceed issued by the Director.

B. Failure to complete the work by the identified completion date will be subject to the Liquidated Damages identified in Paragraph 1.08.

C. Final Payment Request shall be submitted within twenty (20) days after full completion of the contract work, including agreed closure of all punch list items.

1.07 LONG LEAD TIME MATERIALS AND EQUIPMENT

A. The Contractor shall make every effort to ensure that all Subcontractors and suppliers, order long-lead items well in advance of the scheduled time of installation. Request for time extensions for late ordering of such materials will not be entertained.

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1.08 LIQUIDATED DAMAGES

A. All time limits stated in the Contract Documents are of the essence of the Contract and should the Contractor fail to complete the work required to be done on or before the time of completion as set forth in these specifications, including any authorized extension of time, it is mutually understood and agreed by and between the awarding entity and the Contractor that the use by the public of the Contract Work will be correspondingly delayed, and that by reason thereof, the awarding entity and the public will necessarily suffer great damages; that such damages from the nature of the case will be extremely difficult and impractical to fix; and that the awarding entity and the Contractor have endeavored to fix the amount of said damages in advance as follows:

1. The sum of $1,000 a day for each day's delay in the completion of the work beyond the time limit stipulated in Paragraph 1.06.

B. It is further mutually understood and agreed by and between the awarding entity and the Contractor that the sum of liquidated damages set forth above will be additive to a total of $1,000 a day for each and every day's delay in the event that the time limits, as hereinbefore specified, are concurrently exceeded. Any authorized extensions of time will be added to the time limits stipulated.

C. The Extended Overhead Daily Rate is not applicable when it is determined that liquidated damages apply due to a Contractor's delay.

1.09 EXAMINATION OF SITE AND WORK

A. Bidders must examine the location, physical conditions, and surroundings of the proposed Work before submitting a bid, and judge for themselves the extent to which these factors will influence the performance of the Contract Work.

B. The plans for the Work show conditions as they are supposed or believed by the Architect to exist, but it is not intended, or to be inferred, that the conditions as shown thereon constitute a representation, express or implied by the County or its officers, that such conditions are actually existent, nor shall the Contractor be relieved of the liability under his Contract, nor the County, or any of its officers, be liable for any loss sustained by the Contractor as a result of any variance between conditions as shown on the plans or referred to in the Specifications and the actual conditions revealed during the progress of the Work.

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C. The County will conduct a prebid conference and job walk of the project site on July 1, 2026, at 10 a.m.

1.10 COOPERATION

In the entrance and exit of all workers and in bringing in, storing, or removing of materials and the erection and maintenance of equipment and in the manner and time of prosecuting the work, the Contractor shall cooperate with those in authority on the premises to prevent the entrance of those whose presence is forbidden or undesirable, and he shall observe all rules and regulations in force on the premises and avoid undue interference with the convenience, sanitation, and routine of County departments occupying the premises.

1.11 RESTRICTIONS TO THE WORK

A. The County reserves the right to determine which of the Contractor's operations might be excessively noisy, dusty, or dirt producing, or which might disrupt utility services, which might be blocking passageways, exits, entrances, etc., or which in any way constitute an interference in the proper function of the building.

B. Contractor shall maintain clear access to all protection equipment at all times, including access to fire hydrants.

C. Control of Tools: During the progress of the work, all hand tools, including power driven hand tools, cables, ropes, and other implements shall be transported and retained, except when in use in an approved locked toolbox. Care shall be taken that no tool is left unguarded or left where it might be taken by an unauthorized person.

D. All work by the Contractor is subject to inspection at any time and without notice by the County.

E. The working hours are Monday through Friday between 7:00 a.m. to 4:00 p.m. unless otherwise specified by the County.

1.12 CUTTING AND PATCHING

The Contractor shall perform all cutting, patching, and finishing operations occasioned by the Work under the Contract, whether or not such operations are indicated on the Drawings or specifically mentioned in the various sections of the Specifications. All such operations shall be performed in the best practices of the

various trades involved and to the satisfaction of the Department. All patching and finishing materials shall match existing adjacent surfaces in every respect, including design, type and quality of materials, finish, and color. Cutting, patching, and finishing shall include all such operations in existing areas required by the Work under the Contract.

1.13 AIR QUALITY MANAGEMENT DISTRICT RULES

The Contractor shall become familiar with requirements of the South Coast Air Quality Management District Rules 50, 66, 66.l, 66.2, 403, and 1113. The Contractor is responsible for conforming to and using materials which meet the requirements of the above-specified rules.

1.14 SHOP DRAWINGS

Furnish shop drawings as required in the various sections of the Specifications or as requested by the Department. Unless otherwise specified, submit six (6) copies of shop drawings to the Department for review. One set will be returned to Contractor marked "no exceptions noted" or "exceptions noted." If changes are required, six (6) copies of corrected shop drawings shall be delivered to the Department. Shop drawings shall be of sufficient size and scale to clearly show all details; shop drawings of millwork and cabinet work shall show molding full size. No materials shall be furnished or Work done on items requiring shop drawings prior to acceptance. Acceptance of shop drawings shall not relieve the Contractor from responsibility for deviations from the Contract Documents, nor from responsibility for errors or omissions of any sort in the shop drawings. Neither does such acceptance relieve the Contractor from his responsibility for the correct installation, or for the proper operation in service, of items requiring shop drawings.

1.15 CLEANING

During progress of Work and upon completion of each part of the Work as defined by the sections into which these Specifications are divided or as separated by the various trades involved in the Work, each area shall be cleaned of debris emanating from the Work. The Contractor shall remove excess materials, waste, rubbish, and debris, and his construction and installation equipment from the premises. Any dirt and stains caused by the Work under the Contract shall be removed from the surfaces of the structures and from equipment and fixtures. Final acceptance of the Work done under these Specifications will not be given until the cleaning has been inspected and approved by the Department.

1.16 EXISTING UTILITY LINES

Except as indicated on the Drawings or in the Specifications, the Contractor will not

be liable for the rerouting of existing active underground lines, which may be discovered during the progress of the Work.

1.17 PROTECTIVE MEASURES

The Contractor shall provide and maintain substantial and adequate protection as may be required to protect new and existing Work and all items of equipment and furnishings for the entire duration of Work.

The Contractor shall repair or make good any and all damage or loss he may cause to the building or other County property to the full satisfaction of the Department.

1.18 PROJECT ADMINISTRATION

All materials supplied and all Work done by the Contractor shall be under the general administration of the Department and in accordance with the Drawings and Specifications.

1.19 BEST MANAGEMENT PRACTICES (BMP) REQUIREMENTS

A. The Contractor shall comply with Section 01 57 00 (for projects less than one acre), Section 01 57 00 (for projects greater than one acre), the Los Angeles County Department of Public Works Construction Site Best Management Practices (BMP's) Manual, latest edition. A copy of the BMP Manual can be obtained at the Los Angeles County Department of Public Works Cashier's Office, 900 South Fremont Avenue, Alhambra, CA 91803, (626) 458-6959.

B. Related Work: Cleaning; Section 01 74 23.

1.20 WORK IN PROGRESS UNDER OTHER CONTRACTS

It is anticipated that the work of a developer may be concurrently in progress with the work of this contract. Refer to General Conditions articles, "Other Contracts" and Cooperation with Others."

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SECTION 00 09 12

COUNTYWIDE LOCAL AND TARGETED WORKER HIRE PROGRAM - MANDATORY

PART 1 – GENERAL

1.01 SUMMARY

This Section 00 09 12 includes:

Part 1 – General
1.01 – Summary
1.02 – Definitions
1.03 – Local and Targeted Worker Hire Program (LTWHP)

Part 2 – Administration
2.01 – Administration & Compliance
2.02 – Jobs Coordinator Minimum Qualifications
2.03 – Responsibilities of the Jobs Coordinator
2.04 – Community Service Providers

Part 3 – Forms
3.01 – Form 00 09 12-A: LTWHP Craft Employee Request Form
3.02 – Form 00 09 12-B: LTWHP Workforce Utilization Plan
3.03 – Form 00 09 12-C: FPL List of Zip Codes
3.04 – Form 00 09 12-D: Local and Targeted Worker Hire Status Report
3.05 – Form 00 09 12-E: Approved Jobs Coordinators List

1.01 MANDATORY HIRING GOALS FOR THIS PROJECT

The County of Los Angeles has implemented a Local and Targeted Worker Hire Policy (LTWHP) to facilitate the hiring of Local and Targeted workers. Pursuant to this policy, this project has a ***mandatory goal*** of at least 30 percent of total California Construction Labor Hours worked be performed by a qualified Local Resident and at least 10 percent of total California Construction Labor Hours worked on this project shall be performed by County residents classified as a Targeted Worker. Hours worked by a Targeted Worker who is also a Local Resident may be applied towards both the mandatory 30 percent Local Hire and 10 percent Targeted Worker Hire goals.

Including, a minimum ratio of one apprentice hour for every five journeyman hours shall be enforced, per State Labor code requirement, and the Contractor will strive to obtain half of all apprentice hours on the project be performed by Local and Targeted Workers. In addition, there shall be a **mandatory** requirement to use a Jobs Coordinator to be hired directly by the Contractor, prior to the start of work on the project. The Jobs Coordinator is an independent third-party individual, entity, or employee with whom the Contractor

enters into a contract or employs to facilitate the implementation of the Local and Targeted Worker Hiring Requirements of this Agreement. The Jobs Coordinator may be selected from the approved Jobs Coordinators list available as Form 00 09 12-E. If the Contractor utilizes an employee as a Jobs Coordinator, the Jobs Coordinator must be able to demonstrate or document to the County the minimum qualifications and/or experience to fulfill the duties and responsibilities as outlined in Sections 2.02 and 2.03.

1.02 DEFINITIONS

Terms used in the implementation of the LTWHP shall be defined as follows:

A. **California Construction Labor Hours –** Includes all craft worker hours performed on the project by California residents, excluding the hours performed by off-site material fabricators, designers, project office staff, or vendors.

B. **Certified Payroll Reports** – The Contractor shall comply with the requirements of Section 1776 of the Labor Code, State of California for the submission of Certified Payroll Reports (CPR). The Contractor and its subcontractors shall submit a copy of all CPR's to the County on a monthly basis, no later than on the first Monday of the subsequent month. Contractor and its subcontractors shall submit all CPR's to the County electronically if an online system is designated by the County**.**

C. **Community Service Providers –** A network of public and private partners working to support workers and businesses by serving their employment and training needs. These providers include local one-stop job/career centers funded by the Federal Workforce Innovation and Opportunities Act (WIOA). These centers help businesses find skilled workers and connect customers to work related training and education; most services are available at no cost. Examples of Community Service Providers are listed in Section 2.04.

D. **Craft Employee Request Form –** The form used by the Contractor and its subcontractors to request dispatch of craft workers (including, but not limited to, apprentices and journeymen), who are Local Residents or Targeted Workers, from a Community Service Provider or union hiring hall in the event that assistance in obtaining such workers is needed. The request form is submitted by the Contractor/subcontractors, completed and executed by the Community Service Provider or union hiring hall, and a copy retained by the Contractor for auditing purposes.

E. **Jobs Coordinator** – An individual or firm that facilitates implementation of the Targeted Worker hiring requirements of the County of Los Angeles for the Contractor/subcontractors. The Jobs Coordinator must be able to demonstrate or document to the County the requisite qualifications and/or experience to fulfill the duties and responsibilities as outlined in Section 2.02 and 2.03.

F. **Local and Targeted Worker Hire Status Report** – A monthly report required to be submitted to the County as listed on Form 00 09 12-D.

G. **Local Resident** – A Local Resident is defined as an individual whose primary place of residence is within the Tier 1 or Tier 2 ZIP Codes of the County, as listed in Forms 00 09 12-A and 00 09 12-C.

H. **Workforce Utilization Plan** – Form 00 09 12-B submitted by the Contractor on behalf of itself and its subcontractors prior to commencing work, specifying a Workforce Utilization Plan, which contains the workforce plan and schedule for the hiring of qualified Local Residents and Targeted Workers, including the use of the subcontractors' workforce to meet the LTWHP hiring goal. The Contractor shall submit updates of the Workforce Utilization Plan to reflect changes in project conditions, schedules, or subcontractors.

I. **Targeted Worker** - A Targeted Worker is an individual who is a County resident and faces at least one or more of the following barriers to employment:

1. Has a documented annual income at or below 100 percent of the Federal Poverty Level;
2. No high school diploma or GED;
3. A history of involvement with the criminal justice system;
4. Protracted unemployment (receiving unemployment benefits for at least 6 months);
5. Is a current recipient of government cash or food assistance benefits;
6. Is homeless or has been homeless within the last year;
7. Is a custodial single parent;
8. Is a former foster youth; or
9. Is a veteran, or is the eligible spouse of a veteran of the United States armed forces, under Section 2(a) of the Jobs for Veterans Act (38 U.S.C.4215[a]).
10. Eligible Migrant and seasonal farmworkers
11. English Language Learners
12. Older Individuals (55+)
13. Disabled
14. Individuals with Low levels of Literacy
15. Multi-Craft Core Curriculum (MC3) program graduates.

J. **Tier 1 Zip Codes** – Tier 1 ZIP Codes are those Zip codes listed in Form 00 09 12-A.

K. **Tier 2 Zip Codes** – Tier 2 ZIP Codes are those Zip codes listed in Form 00 09 12-C.

1.03 **LOCAL AND TARGETED WORKER HIRE PROGRAM**

A. The Contractor and its subcontractors shall meet the following minimum mandatory Local Resident and Target Worker hiring requirements:

1. At least 30 percent of total California Construction Labor Hours worked on the project must be performed by a qualified Local Resident;
2. And at least 10 percent of total California Construction Labor Hours worked on the project shall be performed by a Targeted Worker. The hours worked by a Targeted Worker who is also a Local Resident may also be applied towards the 30 percent Local Resident hiring goal.
3. A minimum ratio of one apprentice hour for every five journeyman hours shall be enforced, per State Labor code requirement, and the Contractor will strive to obtain half of all apprentice hours on the project be performed by Local and Targeted Workers.
4. In addition, there shall be a mandatory requirement to use a Jobs Coordinator, as that term is defined in Section 1.02, to facilitate implementation of the Targeted hiring requirements of this Policy; and the Contractor shall ensure the mandatory hiring requirements provided for Local and Targeted Workers are met in accordance with this Policy.

B. The available pool of Local Residents whose primary place of residence is within Tier 1 ZIP Codes (listed under Form 00 09 12-A), must first be exhausted in the manner specified in Section 2.01G before employing worker(s) from Tier 2 ZIP Codes (listed under Form 00 09 12-C).

C. All California Construction Labor Hours shall be included in the calculation for the percentage requirements set forth in Section 1.03 A.

D. The Contractor and its subcontractors shall not discriminate against or give preference to any particular individual or group based on race, color, gender, sexual orientation, age or disability.

PART 2 – ADMINISTRATION

2.01 ADMINISTRATION & COMPLIANCE

A. Prior to start of work on the project, the Contractor shall perform the following:
1. The Contractor shall hire a Jobs Coordinator for the project in accordance with Section 2.02.
2. The Contractor and all subcontractors of every tier shall coordinate with the Jobs Coordinator for services to support their efforts in meeting the targeted hiring percentages as described in Section 1.01 of this Specification.

B. The Contractor and its subcontractors shall use the Craft Employee Request Form (Form 00 09 12-A) for all requests for dispatch of qualified Local Residents and Targeted craft workers (including apprentices and journeymen) in the event that

assistance in obtaining such workers is needed from a Community Service Provider, union hiring hall, or other source.

C. Prior to commencing work, the Contractor, on behalf of itself and its subcontractors, shall submit a Workforce Utilization Plan (Form 00 09 12-B) to the County Project Manager that contains the workforce hiring plan and schedule for the hiring of qualified Local and Targeted Workers and the assignment and use of the subcontractors' workforce to meet the Local Worker Hiring requirement. The Contractor, thereafter, shall submit updates of the Workforce Utilization Plan to reflect changes in project conditions, schedule, or subcontractors.

D. No later than the 15th calendar day of each month, the Contractor shall submit to the designated County representative a completed Local and Targeted Hire Status Report containing the relevant information for the preceding month. The Local and Targeted Hire Status Report shall contain, at a minimum, the information specified below for Contractor and its subcontractors:

1. For each California Project Craft Worker (apprentices and journeymen): (a) the total labor hours, total number of all workers (apprentices and journeymen), hours worked on the project; and (b) the wages earned on the project.
2. Total number of Local Residents (apprentices and journeymen), hours worked (apprentices and journeymen), segregated by Tier 1 and Tier 2 Residency Preference Areas, and wages earned by each Local Resident.
3. Total number of Targeted Worker hours worked (apprentices and journeymen by Tier 1 and Tier 2 Residency Preference Areas) and Targeted worker data and workers demographic profile.
4. Total number of hours worked by Local Residents by subcontractor.

E. No later than the 15th calendar day of each month, the Contractor and all its subcontractors shall submit the Local and Targeted Hire Status Report to the designated County representative (or submit the data online if the County elects to provide an online system), to demonstrate progress in meeting the Workforce Utilization Plan. Failure to submit the Local and Targeted Worker Hire Status Report to the designated County representative shall be deemed to constitute zero percent local hire participation for the month and the County may retain the Monthly Mandatory Compliance Withholding (MMCW) amount.

F. The County may, in its sole discretion, elect to provide an online system for the Contractor and all of its subcontractors to input the data required in the Local and Targeted Worker Hire Status Report. If the County so elects, the Contractor and subcontractors shall utilize that online system in lieu of completing and submitting the Local and Targeted Worker Hire Status Report.

G. The Contractor and its subcontractors shall <u>first</u> meet the Local and Targeted Worker Hire participation requirement by employing qualified workers from the Tier 1 Preference Area. If the Contractor is unable to meet their entire Local and Targeted Worker Hire need from this area, it must submit to the Project Manager a statement certifying that it has exhausted all available qualified Local and Targeted Workers

from this area during a 48-hour period before pursuing workforce from the Tier 2 Preference Area.

H. The Contractor's compliance with the approved Workforce Utilization Plan will be evaluated monthly using the Local and Targeted Hire Status Report.

I. To enforce compliance on contracts containing mandatory hiring goals, an amount will be withheld from the monthly progress payment to the Contractor in proportion to the deficit percentage of the mandated Local and Targeted Hiring Goal percentage and the actual percentage obtained. The maximum that may be withheld during the duration of the project is one percent of the total construction contract amount, but not to exceed $500,000, comprised of 0.75 percent for Local Worker goal compliance, and 0.25 percent for Targeted Worker goal compliance. This amount is called the Monthly Mandatory Compliance Withholding (MMCW) amount. The percentage of the MMCW that will be withheld for a given month will be the same as the percentage of the deficit in achieving the LTWHP targets for that month.

The maximum MMCW amount is determined as follows:

Construction Contract Value X .75% ÷ Number of months in baseline construction schedule = MMCW for Local Workers

Construction Contract Value X .25% ÷ Number of months in baseline construction schedule = MMCW for Targeted Workers

J. If the Targeted Worker Hiring mandatory requirements of the Policy have not been satisfied as required for a project, the Contractor nonetheless may be deemed to be in compliance if the Contractor demonstrates both (a) that the Contractor and each of its subcontractors have complied with all other requirements of the Policy, and (b) that the Contractor and each of its subcontractors have satisfactorily demonstrated the following:

Documented contact with the Department of Workforce Development, Aging and Community Services, America Job Centers or with an agency that supports and provides employment and training services for Targeted Workers in construction employment, and in which instance the agency did not refer a qualified Targeted Worker to the Contractors or subcontractor within 48 hours of the job request for fair consideration of the Targeted Worker.

K. At the conclusion of the project, the County will conduct a final evaluation of the Contractor's compliance with the Workforce Utilization Plan as described in Section 2.01.C and execute a final release of funds, if applicable, as described in Section 2.01.I. The Contractor's failure to meet the Local and Targeted Worker Hiring Requirement in Section 1.01 by the conclusion of the project shall result in the County imposing liquidated damages and deducting such amount otherwise owed to the Contractor in its final payment. The County will not be required to pay interest on any amounts withheld during the term of the contract.

L. The County and Contractor specifically agree that the MMCW amount, minus the total value of previous releases, in direct proportion to the actual Local and Targeted hire participation levels achieved by the Contractor consistent with the Workforce Utilization Plan, shall be imposed as liquidated damages, and not as a forfeiture or penalty. It is further specifically agreed that the aforesaid amount is presumed to be the amount of damages sustained due to the Contractor's inability to achieve the Local and Targeted Worker Hiring Requirement in Section 1.01.

M. For construction contracts where the work is performed for a private County Lessee, the Lessee shall be responsible for administration of all aspects of this Section 2.01, including the calculation and collection of the Local Hire Participation Compliance Rectification Amount. At the conclusion of the project, the Lessee shall pay over the designated County representative any such amounts collected and shall provide a full report to the designated County Representative of all monthly information required to be collected in this Section 2.01.

2.02 JOBS COORDINATOR MINIMUM QUALIFICATIONS

A. If the Jobs Coordinator is selected from the approved list provided on Form 00 09 12-E, that Jobs Coordinator shall be deemed to meet the minimum qualifications. No additional qualification information need be provided.

B. If the Contractor desires to utilize a Jobs Coordinator not listed on Form 00 09 12-E (*i.e.*, a Contractor employee or other non-listed firm), the Contractor must be able to demonstrate that the selected Jobs Coordinator meets the minimum qualifications listed in this Section 2.02. When requested by the County, the Contractor shall provide documentation sufficient to satisfy the County, in the County's sole discretion, that the selected Jobs Coordinator meets the minimum qualifications listed in this Section 2.02.

C. A minimum of 3 years' experience as providing Jobs Coordinator services. Successful candidates for Jobs Coordinators must be able to demonstrate the in-depth ability, experience, and possess the necessary staff capable of providing required services.

D. A successful Jobs Coordinator must demonstrate they possess working relationships with the Building Trades, Targeted Workers and signatory craft councils and unions operating within County of Los Angeles' jurisdiction by describing previous interactions, relationships, and partnerships with these party's/groups.

E. A successful Jobs Coordinator must be able to demonstrate that it has experience on projects similar in scale to the current project.

F. A successful Jobs Coordinator must demonstrate that they possess experience with Targeted Worker populations.

G. A successful Jobs Coordinator must have experience in working with work-source centers, faith-based organizations and other Community Based Organizations (CBOs).

H. A successful Jobs Coordinator must be familiar with incentive programs and tax credit subsidies provided by the State and Federal government to hire workers that fit the corresponding category. Jobs Coordinator to describe their experience in working with these programs

2.03 RESPONSIBILITIES OF THE JOBS COORDINATOR

The Contractor shall ensure that the selected Jobs Coordinator effectively performs the following duties:

A. The Jobs Coordinator shall develop, create, design and market specific programs to attract Targeted Workers for construction opportunities (e.g. handouts and fliers for “walk-ins” demonstrating program entrance procedures).

B. The Jobs Coordinator shall coordinate services for Contractor to use in the recruitment of Targeted Workers.

C. The Jobs Coordinator shall educate and assist Contractor on incentives provided by state or federal programs for on-the-job training and employer tax credits.

D. The Jobs Coordinator shall conduct orientations, job fairs and community outreach meetings in the local community.

E. The Jobs Coordinator shall screen and certify the Targeted Workers status.

F. The Jobs Coordinator shall establish a referral and retention tracking mechanism for placed Targeted workers and apprentices.

G. The Jobs Coordinator shall network with the various work source centers, community and faith-based organizations and other non-profit entities that provide qualified Local and/or Targeted Workers.

H. The Jobs Coordinator shall coordinate with the various building trades crafts for referral and placement of Targeted Workers.

I. The Jobs Coordinator shall maintain a database of pre-qualified Targeted Workers for referral.

J. The Jobs Coordinator shall be the point of contact to provide information about available job opportunities on projects.

K. The Jobs Coordinator shall assist the subcontractors with their documentation effort and other reports as it relates to their Targeted Worker hiring requirements.

L. The Jobs Coordinator shall work closely with County staff, the Building Trades, and subcontractors in achieving the Targeted hiring goals.

2.04 COMMUNITY SERVICE PROVIDERS

Examples of Community Service Providers that may be used by Contractor and subcontractors to identify Local Residents and Targeted Workers include:

- Los Angeles County Workforce Development, Aging, and Community Services: http://wdacs.lacounty.gov/
- LA Jobs: https://www.jobsla.org/vosnet/Default.aspx
- Cal Jobs: http://www.caljobs.ca.gov/vosnet/Default.aspx
- Helmets to Hardhats: https://www.helmetstohardhats.org
- America's Job Center of California: http://www.americasjobcenter.ca.gov/

PART 3 – FORMS

Form 00 09 12-A: LTWHP Craft Employee Request Form

Form 00 09 12-B: LTWHP Workforce Utilization Plan for MAGIC JOHNSON PARK MAKE READY AND PARKING PROJECT

Form 00 09 12-C: FPL List of Zip Codes

Form 00 09 12-D: Local and Targeted Worker Hire Status Report

Form 00 09 12-E: Approved Jobs Coordinators List

Please note that the County reserves the right to modify, update, change, or make improvements to this form at any time. Qualifying Zip Codes will remain the same.

COUNTYWIDE CWA – Magic Johson Park Make Ready and Parking Project

The County of Los Angeles Countywide Community Workforce Agreement applies to this project. This project shall include a *mandatory* hiring goal of at least 30% California Construction Labor Hours performed by either Tier 1 or Tier 2 Qualified Local Residents and at least 10% of California Construction Labor Hours on the project performed by those classified as a Targeted Worker. California Construction Labor Hours is defined as all craft worker hours performed on the project by California residents, excluding the hours performed off site metal fabricators, designers, project office staff, or vendors. Hours worked by a Targeted Worker who is also a Tier 1 or Tier 2 Qualified Local Resident may be applied towards the 30% goal.

C O N T R A C T O R U S E O N L Y

Please complete and fax or email this form to the applicable union to request craft workers that fulfill the hiring requirements for this project. After faxing this request, call the Local Union to verify receipt and substantiate their capacity to furnish workers as specified below. Please print Fax or Email Transmission Verification Reports and keep copies as records.

TO:	Local Union #:	**CC:**	County Project Labor Coordinator:
	Email/Fax:		Email/Fax:
FROM:	Contractor:		
	Issued by:		
	Email/Phone/Fax:		

UNION CRAFT WORKER REQUEST:

Craft Classification	Journeyman or Apprentice	Tier 1 or Tier 2 Worker	Targeted Worker	No. of Workers Requested
	☐ JM ☐APP	*	**	
	☐ JM ☐APP	*	**	
	☐ JM ☐APP	*	**	
	Total Number of Workers Requested:			

In accordance with the CWA, Article 7, Referral, County and Contractor are requesting the Union:

* Provide workers from Tier 1. If the supply of available Tier 1 workers has been exhausted, please provide workers from Tier 2, if available.

** Provide targeted workers, if available.

WORKER REPORTING INSTRUCTIONS:

Reporting Date/Time	
Project Location:	
Reporting To:	
On Site Phone:	
Special Instructions:	

U N I O N U S E O N L Y

Please complete the "Union Use Only" section and fax or email both pages to the requesting Contractor and Project Labor Coordinator.

Dispatch Received by & Date:	

Date Worker(s) Dispatched:						
Name	**Helmets to Hardhats**	**Journeyman or Apprentice**	**Tier 1 or Tier 2 Worker?**	**Zip Code**	**Targeted Worker?**	**Targeted Category ** if known**
	☐ Y ☐ N	☐ JM ☐ APP	☐ Tier 1 ☐ Tier 2 ☐ No*		☐ Y ☐ N	
	☐ Y ☐ N	☐ JM ☐ APP	☐ Tier 1 ☐ Tier 2 ☐ No*		☐ Y ☐ N	
	☐ Y ☐ N	☐ JM ☐ APP	☐ Tier 1 ☐ Tier 2 ☐ No*		☐ Y ☐ N	

* No: By selecting "No" for the "Tier 1 or Tier 2 Worker" certifies, on behalf of the Union, that the Union has exhausted all reasonable efforts to locate and dispatch such Tier 1 or Tier 2 worker.

** Please indicate number of the Targeted Worker category (1 through 15, as shown on page 2). Indicate multiple categories per worker, if applicable.

COUNTYWIDE CWA – Magic Johson Park Make Ready and Parking Project

QUALIFYING ZIP CODES - Below are ALL Tier 1 and Tier 2 Qualifying Zip Codes.
Tier 1 Zip Codes are shaded.

Note: Tier 1 Zip Codes must be exhausted first before moving into Tier 2 Zip Codes.

90001	90002	90003	90004	90005	90006	90007	90008	90010	90011
90012	90014	90015	90016	90017	90018	90019	90020	90021	90022
90023	90026	90028	90029	90031	90032	90033	90034	90035	90036
90037	90038	90040	90042	90043	90044	90047	90057	90058	90059
90061	90062	90063	90089	90201	90220	90221	90222	90242	90247
90250	90255	90262	90270	90280	90301	90302	90303	90304	90401
90501	90601	90602	90640	90706	90716	90723	90731	90744	90802
90804	90805	90806	90810	90813	91001	91046	91103	91201	91203
91204	91205	91303	91331	91335	91340	91342	91343	91352	91401
91402	91405	91406	91411	91502	91601	91605	91606	91702	91706
91731	91732	91733	91744	91746	91754	91755	91766	91767	91768
91770	91776	91803	93243	93534	93535	93543	93550	93552	93553
93560	93591	X	X	X	X	X	X	X	X

** A **Targeted Worker** is an individual who is *both* a County resident and who faces **one or more** of the following barriers to employment:

1. Has a documented annual income at or below 100% of the Federal Poverty Level
2. Has no high school diploma or GED
3. Has a history of involvement with the criminal justice system
4. Is experiencing protracted unemployment (receiving unemployment benefits for at least 6 months)
5. Is a current recipient of government cash or food assistance benefits
6. Is homeless or has been homeless within the last year
7. Is a custodial single parent
8. Is a former foster youth
9. Is a veteran or is the eligible spouse of a veteran of the United States armed forces under Section 2(a) of the Jobs for Veterans Act (38 U.S.C.4215[a])
10. Is an eligible migrant and seasonal farm worker
11. Is currently an English language learner
12. Is an older individual (55+)
13. Is disabled
14. Is an individual with a low level of literacy
15. Is a Multi-Craft Core Curriculum (MC3) Program Graduate

[This form is not intended to replace a Union's Dispatch or Referral Form normally given to the employee when being dispatched to the jobsite.]

FORM 00 09 12-B - LTWHP Workforce Utilization Plan

Contractor: **All Contractors**

Workforce Utilization Plan / Projection Hours

Project Name: **Magic Johnson Park Make Ready and Parking Project** **Date:** _____

Project Duration: 0 Calendar Days

	Jun-26	Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26	Jan-27	Feb-27	Mar-27	Apr-27	May-27	Jun-27	**Total**
PROJECTED PROJECT HOURS														
Local Hours (Tier 1)	50	0	0	0	0	0	0	0	0	0	0	0	0	50
Local Hours (Tier 2)	100	0	0	0	0	0	0	0	0	0	0	0	0	100
Total Project Hours	500	0	0	0	0	0	0	0	0	0	0	0	0	500
Total Local Hours (%)	30%													30%
Targeted Worker Hours	50	0	0	0	0	0	0	0	0	0	0	0	0	50
Targeted Worker Hours (%)	10%													10%
ACTUAL PROJECT HOURS														
Local Hours (Tier 1)	75	0	0	0	0	0	0	0	0	0	0	0	0	75
Local Hours (Tier 2)	100	0	0	0	0	0	0	0	0	0	0	0	0	100
Total Project Hours	500	0	0	0	0	0	0	0	0	0	0	0	0	500
Total Local Hours (%)	35%													35%
Targeted Worker Hours	50	0	0	0	0	0	0	0	0	0	0	0	0	50
Targeted Worker Hours (%)	10%													10%

COUNTY OF LOS ANGELES
LOCAL AND TARGETED WORKER HIRE POLICY
QUALIFYING ZIP CODES

Tier 1, 2 and Qualifying Zip Codes are defined as:

Tier 1 Zip Code: A Tier 1 Qualified Local Resident is defined as a County resident whose primary residency is: (1) within five (5) miles of the proposed project site; and (2) is within a Qualifying Zip Code. If a qualifying Zip Code is partially located within the 5-mile radius, then the entire Zip Code is considered as a Tier I Zip Code, and workers living in that entire Zip Code area may qualify as Tier I hiring.

Tier 2 Zip Code: A Tier 2 Qualified Local Resident is defined as a County resident whose primary residency is: (1) within a Qualifying Zip code; and (2) that Qualifying Zip Code is beyond five (5) miles of the proposed project site.

Qualifying Zip Code: A Qualifying Zip Code is defined as a zip code within the County of Los Angeles, where either: (1) the average percentage of households living below 200 percent of the Federal Poverty Level (FPL) for that individual's primary residency's Zip Code is greater than the County average for such households; or (2) the Zip Code is one of 11 additional Zip Codes determined by the Board on September 6, 2011 to be a Zip Code where at least 30 percent of the population is living in poverty, and with an unemployment rate of at least 150 percent of the national average.

Zip Code	Region	SD1	SD2	SD3	SD4	SD5
90001	Florence / South Central (City of LA)		X		X	
90002	Watts (City of LA)		X		X	
90003	South Central (City of LA)		X			
90004	Hancock Park (City of LA)	X	X	X		
90005	Koreatown (City of LA)		X			
90006	Pico Heights (City of LA)	X	X			
90007	South Central (City of LA)	X	X			
90008	Baldwin Hills / Crenshaw (City of LA) / Leimert Park (City of LA)		X			
90010	Wilshire Blvd (City of LA)		X			
90011	South Central (City of LA)	X	X			
90012	Civic Center (City of LA) / Chinatown (City of LA)	X				
90014	Los Angeles	X				
90015	Downtown Los Angeles (City of LA)	X	X			
90016	West Adams (City of LA)		X			
90017	Los Angeles	X				
90018	Jefferson Park (City of LA)		X			
90019	Country Club Park (City of LA) / Mid City (City of LA)		X			
90020	Hancock Park (City of LA)		X			
90021	Downtown Los Angeles (City of LA)	X				
90022	East Los Angeles	X			X	
90023	East Los Angeles (City of LA)	X			X	
90026	Echo Park / Silverlake (City of LA)	X				
90028	Hollywood (City of LA)			X		X
90029	Downtown Los Angeles (City of LA)	X		X		
90031	Montecito Heights (City of LA)	X				
90032	El Sereno (City of LA) / Monterey Hills (City of LA)	X				
90033	Boyle Heights (City of LA)	X				
90034	Palms (City of LA)		X	X		
90035	West Fairfax (City of LA)		X	X		
90036	Park La Brea (City of LA)		X	X		
90037	South Central (City of LA)		X			
90038	Hollywood (City of LA)			X		
90040	Commerce, City of	X			X	

COUNTY OF LOS ANGELES
LOCAL AND TARGETED WORKER HIRE POLICY
QUALIFYING ZIP CODES

Zip Code	Region	SD1	SD2	SD3	SD4	SD5
90042	Highland Park (City of LA)	X				
90043	Hyde Park (City of LA) / View Park / Windsor Hills		X			
90044	Athens		X			
90047	South Central (City of LA)		X			
90057	Westlake (City of LA)	X				
90058	Vernon	X	X		X	
90059	Watts (City of LA) / Willowbrook		X		X	
90061	South Central (City of LA)		X			
90062	South Central (City of LA)		X			
90063	City Terrace	X				
90089	Exposition Park(City of LA)		X			
90201	Bell / Bell Gardens / Cudahy				X	
90220	Compton / Rancho Dominguez		X			
90221	East Rancho Dominguez		X		X	
90222	Compton / Rosewood / Willowbrook		X		X	
90242	Downey				X	
90247	Gardena		X			
90250	Hawthorne (Holly Park) / Lawndale (Federal Bldg)		X			
90255	Huntington Park / Walnut Park		X		X	
90262	Lynwood				X	
90270	Maywood				X	
90280	South Gate		X		X	
90301	Inglewood		X			
90302	Inglewood		X			
90303	Inglewood		X			
90304	Lennox		X			
90401	Santa Monica			X		
90501	Torrance		X		X	
90601	Whittier	X			X	
90602	Whittier	X			X	
90640	Montebello	X			X	
90706	Bellflower				X	
90716	Hawaiian Gardens				X	
90723	Paramount				X	
90731	San Pedro (City of LA) / Terminal Island (City of LA)				X	
90744	Wilmington (City of LA)		X		X	
90802	Long Beach				X	
90804	Long Beach				X	
90805	North Long Beach (Long Beach)		X		X	
90806	Long Beach				X	
90810	Carson / Long Beach		X		X	
90813	Long Beach				X	
91001	Altadena					X
91046	City of Glendale					X
91103	Pasadena					X
91201	Glendale					X
91203	Glendale					X
91204	Glendale (Tropico)					X
91205	Glendale (Tropico)					X
91303	Canoga Park (City of LA)			X		
91331	Arleta (City of LA) / Pacoima (City of LA)			X		X
91335	Reseda (City of LA)			X		
91340	San Fernando			X		
91342	Lake View Terrace (City of LA) / Sylmar (City of LA)			X		X
91343	North Hills (City of LA)			X		
91352	Sun Valley (City of LA)			X		X

COUNTY OF LOS ANGELES
LOCAL AND TARGETED WORKER HIRE POLICY
QUALIFYING ZIP CODES

Zip Code	Region	SD1	SD2	SD3	SD4	SD5
91401	Van Nuys (City of LA)			X		
91402	Panorama City (City of LA)			X		
91405	Van Nuys (City of LA)			X		
91406	Van Nuys (City of LA)			X		
91411	Van Nuys (City of LA)			X		
91502	Burbank					X
91601	North Hollywood (City of LA)					X
91605	North Hollywood			X		X
91606	North Hollywood			X		X
91702	Angeles National Forest	X				X
91706	Baldwin Park / Irwindale	X				X
91731	El Monte	X				
91732	El Monte	X				
91733	South El Monte	X				
91744	Cityof Industry / La Puente / Valinda	X				
91746	Bassett / City of Industry / La Puente	X				
91754	Monterey Park	X				
91755	Monterey Park	X				
91766	Phillips Ranch / Pomoona / Chino	X				
91767	Pomona	X				X
91768	Pomona	X				
91770	Rosemead	X				X
91776	San Gabriel	X				X
91803	Alhambra	X				
93243	Lebec					X
93534	Lancaster					X
93535	Hi Vista					X
93543	Littlerock / Juniper Hills					X
93550	Palmdale / Lake Los Angeles / Sierra Madre					X
93552	Palmdale					X
93553	Littlerock / Juniper Hills / Pearblossom / Llano					X
93560	North Lancaster					X
93591	Palmdale/Lake Los Angeles					X

LOCAL AND TARGETED HIRE STATUS REPORT
LOS ANGELES COUNTY

Project: Magic Johnson Park Make Ready and Parking Project
Supervisorial District: SD 2
Project Code: Specs 7918
Contractor(s): Multiple Contractors
Craft(s): Multiple Crafts
Construction Contract Amount: $0.00
Mandatory Local and Targeted Hiring Goal: 30.00%

From Date: 9/1/2016
To Date: 9/30/2016
Total Forecast Hours: 0.00
Total Project Hours to Date: 0.00
Total Hours Percent Complete: 10.00%

Area	Total Number of Workers Sep 01-Sep 30	% of Total Workers Sep 01-Sep 30	Total Hours Worked Sep 01-Sep 30	% of Total Hours Worked Sep 01-Sep 30	Cumulative Total Number of Workers	Cumulative % of Total Workers	Cumulative Total Hours Worked	Cumulative % of Total Hours Worked	Cumulative Wages w/ Benefits	Cumulative Number of Foremen	Cumulative Foremen Hours	Cumulative Foreman Hours %	Cumulative Number of Journeymen	Cumulative Journeyman Hours	Cumulative Journeyman Hours %	Cumulative Number of Apprentices	Cumulative Apprentice Hours	Cumulative Apprentice Hours %
Tier 1	0	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%	$0.00	0	0.00	0.00%	0	0.00	0.00%	0	0.00	0.00%
Tier 2	0	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%	$0.00	0	0.00	0.00%	0	0.00	0.00%	0	0.00	0.00%
Other in LA County (non-local)	0	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%	$0.00	0	0.00	0.00%	0	0.00	0.00%	0	0.00	0.00%
Outside of LA County	0	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%	$0.00	0	0.00	0.00%	0	0.00	0.00%	0	0.00	0.00%
Employees Not In Specified Zip Lists	0	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%	$0.00	0	0.00	0.00%	0	0.00	0.00%	0	0.00	0.00%
Local and Targeted Workers																		
Local Resident (Tier 1 + Tier 2)	0	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%	$0.00	0	0.00	0.00%	0	0.00	0.00%	0	0.00	0.00%
Targeted Worker	0	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%	$0.00	0	0.00	0.00%	0	0.00	0.00%	0	0.00	0.00%
Demographic Profile																		
African American	0	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%	$0.00	0	0.00	0.00%	0	0.00	0.00%	0	0.00	0.00%
Asian	0	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%	$0.00	0	0.00	0.00%	0	0.00	0.00%	0	0.00	0.00%
Caucasian	0	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%	$0.00	0	0.00	0.00%	0	0.00	0.00%	0	0.00	0.00%
Hispanic	0	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%	$0.00	0	0.00	0.00%	0	0.00	0.00%	0	0.00	0.00%
Native American	0	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%	$0.00	0	0.00	0.00%	0	0.00	0.00%	0	0.00	0.00%
Not Specified	0	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%	$0.00	0	0.00	0.00%	0	0.00	0.00%	0	0.00	0.00%
Two Or More Races	0	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%	$0.00	0	0.00	0.00%	0	0.00	0.00%	0	0.00	0.00%
Other	0	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%	$0.00	0	0.00	0.00%	0	0.00	0.00%	0	0.00	0.00%
Male	0	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%	$0.00	0	0.00	0.00%	0	0.00	0.00%	0	0.00	0.00%
Female	0	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%	$0.00	0	0.00	0.00%	0	0.00	0.00%	0	0.00	0.00%
Veteran	0	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%	$0.00	0	0.00	0.00%	0	0.00	0.00%	0	0.00	0.00%
Total Employees	0		0.00		0		0.00		$0.00	0	0.00		0	0.00		0	0.00	

SAMPLE

JOB COORDINATOR PANEL

as of December 2023

Casamar Group, LLC Joe Garcia 23335 Alamos Lane Newhall, CA 91321 TEL: 661.254-2373 Fax: 661.253.0549 jgarcia@casamargroup.com	**Del Richardson & Associates, Inc.** Del Richardson 510 S. La Brea Avenue Inglewood, CA 90301 TEL: 310.645.3729 ext. 229 FAX: 310.645.3355 Del.Richardson@drainc.com
Harris & Associates John W. Harris 865 S. Figueroa Street Los Angeles, CA 90017 TEL: 213.489.9833 FAX: 626.316.7103 john@jwharrislaw.com	**Managed Career Solutions, Inc.** Philip Starr 3333 Wilshire Blvd., Suite 405 Los Angeles, CA 90010 TEL: 213.355.5312 FAX: 213.381.5053 pstarr@mcscareergroup.com
Mindful Integration of Construction Services Theodora Oyie, MBA 5665 Wilshire Blvd. #1114 Los Angeles, CA 90036 TEL: 323. 383.9844 inclusion@mics.us	**Modern Times, Inc.** Joseph Hernandez 1892 E. Altadena Drive Altadena, CA 91001 TEL: 213.810.6105 FAX: 626.316.7103 joe@moderntimesinc.com
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Metro

SECTION 01 14 00

ALTERATION PROJECT PROCEDURES

1.00 GENERAL

1.01 CONTRACTOR'S USE OF THE PREMISES

A. The Contractor will be restricted in the use of the site to that area designated by the County. If the allotted space is too restrictive, provide a written request to the County, identifying the amount of additional area required, the reason why the existing area is inadequate, and any incentives for the County to provide the additional space.

B. Obtain and pay for the use of additional storage or work areas if required for operations.

1.02 INTERRUPTION OF EXISTING SERVICES

A. The relocation of the western segment of the pedestrian walkway in the Magic Johnson Park will cause a temporary interruption of its function: it shall be the Contractor obligation to ensure that such interruption is kept at a minimum possible.

B. If an interruption of any existing utilities and/or equipment operations to the existing building will be required provide the County a minimum of 7 days notice for minor interruption and 14 days advance notice for major interruption, obtain County's permission and if required by the County, interrupt service only during non-business hours unless otherwise noted in the Contract Documents. Interruptions affecting areas outside the tenant improvement space constitutes a major interruption.

1.03 PROTECTION OF EXISTING IMPROVEMENTS

A. Take all precautions necessary to protect existing building, utilities and other site improvements from damage due to the work of this Project and be responsible for their restoration of any damaged property to its original condition if damage is a result of the Contractor's construction activities.

B. Cooperate with County to sequence the work so as not to unnecessarily interfere with operation of the adjacent Magic Johnson Park. Prior to demolition or construction work, consult with County to determine a construction schedule which will permit the existing facilities to function without or with minimal interruption. Thereafter, Contractor shall provide County's Representative with a minimum of fourteen days advance notice, in writing, of anticipated portion of the Work which may, because of noise or otherwise, require advance operational planning.

C. In planning and performing the Work, make every effort to maintain all pollutants, including noise, dirt and dust levels at the absolute minimum possible.

D. Continuously maintain ingress and egress to and from project site for purposes of fire and emergency entrance and escape, loading and delivery, and building maintenance, to the satisfaction of the County and authorities having jurisdiction.

E. Protect all utilities against interruption, damage or contamination during construction; if necessary, provide temporary utilities to maintain services continuously. Such utilities shall include, but shall not be limited to, electricity, water, gas, sewerage.

F. Provide temporary barriers to separate adjacent areas in the Magic Johnson Park from work areas.

G. Limit equipment and vehicles in ingress and egress and use of service areas to the minimum essential to operations. If there is unavoidable conflict with Contractor's equipment in such areas, upon request of County, remove such equipment immediately to facilitate emergency services, and within a reasonable time, for all other services.

1.04 DAMAGE AND RESTORATION

A. Damage to existing or new work caused by equipment or other operations, whether accidental or made necessary by reason of Contract requirements, shall be restored or replaced as specified or directed by the County, at Contractor's sole expense.

B. Restoration shall be equal to the original work, and finishes shall match the appearance of, as nearly as possible, like existing adjacent work. Restoration shall be subject to acceptance by the County and shall be made as necessary at Contractor's sole expense.

C. Work not properly restored or where not capable of being restored as intended under these specifications shall be removed and replaced as directed by County, at Contractor's sole expense.

2.00 PRODUCTS

2.01 PRODUCTS FOR PATCHING AND EXTENDING WORK

A. New materials: As specified in product Sections; match existing products and work for patching and extending work.

B. Type and quality of existing products: Determine by inspection and testing products where necessary, referring to existing work as a standard.

3.00 EXECUTION

3.01 EXAMINATION

A. Verify that demolition is complete and areas are ready for installation of new work.

B. If actual conditions differ from conditions shown on the Contract Documents, immediately report the differing conditions to the Architect and County Project Manager and wait for written instructions.

C. Beginning of work means acceptance of existing conditions.

3.02 PREPARATION

A. Cut, move or remove items as necessary for access to alterations and renovation work. Replace and restore at completion.

B. Remove unsuitable material not marked for salvage. Replace materials as specified for finish work.

C. Remove debris and abandoned items from area.

D. Prepare surfaces and remove surface finishes to provide for proper installation of new work and finishes.

E. Close openings in exterior surfaces to protect existing work and salvage items from weather and extremes of temperature and humidity.

3.03 INSTALLATION

B. Designated areas: Complete in all respects.

C. Remove, cut and patch work in a manner to minimize damage and to provide a means of restoring products and finishes to original condition.

D. Install products as specified in each Section.

3.04 TRANSITIONS

A. Where new work abuts or aligns with existing, perform a smooth and even transition. Patch work to match existing adjacent work in texture and appearance.

B. When finished surfaces are cut so that a smooth transition with new work is not possible, terminate existing surface along with a straight line at a natural line of division and make recommendations to Director.

3.05 REPAIR OF DAMAGED SURFACES

A. Patch or replace portions of existing surfaces which become damaged, lifted, discolored or showing other imperfections.

B. Repair substrate prior to patching finish.

3.06 FINISHES

A. Finish surfaces as specified in each Section.

B. Finish patches to produce uniform finish and texture over entire area. When finish cannot be matched, refinish entire surface to nearest intersections.

* * *

SECTION 01 23 00

ALTERNATIVES

PART 1 - GENERAL

1.01 DESCRIPTION

A. The Alternative proposals as identified on the drawings and described herein shall state the net sum to be **added to** Lump Sum Bid in the event that the Alternative proposal is included. Dollar amounts for Alternative proposals shall be inserted in the "Form of Bid".

B. If the County determines to award a contract, it shall be awarded to a responsive and responsible Bidder with the lowest bid price. If there are alternatives, the lowest bid price shall be determined by adding the lump sum bid and the price of all alternatives. This does not preclude the Board of Supervisors from selecting any combination of alternates after the lowest responsible bidder has been determined.

C. Include in the Alternative proposal all changes in cost resulting in the work of all trades affected thereby. Work shall be performed in accordance with the drawings and specifications affected unless otherwise specified.

D. Contractor shall determine to his own satisfaction the extent the work is affected by the Alternative proposals and shall make full and proper allowance therefore in the preparation of this proposal.

1.02 BID ALTERNATIVES:

1. Additive Alternate No. 1
   The scope described in Division 31 32 00 Fences and Gates, and identified as Alternative in Exhibit C-104.1.

* * *

SECTION 01 26 13

CONTRACTOR'S REQUEST FOR INFORMATION

PART 1 - GENERAL

1.01 SUMMARY

A. This section covers general requirements for Contractor's Requests for Information (RFI).

B. The Contractor will prepare and submit RFIs as directed by the County Project Manager.

C. Related Sections:

1. General and Supplementary Conditions for changes in the Work.

2. Section 01 31 19: Progress Meetings

3. Section 01 33 00: Submittals

1.02 SUBMITTALS

A. Submit a Request for Information to the County when:

1. An unforeseen condition or constructability condition presents itself.

2. Questions regarding information in the Contract Documents arise.

3. Information not found in the Contract Documents is required.

B. When possible, request such clarifications either verbally or in writing at the next scheduled Project meeting. When the RFI is answered at the Project meeting, number the RFI and enter the response into the meeting minutes.

1. When the urgency of the need or the complexity of the item makes clarification at the next scheduled Project meeting impractical, prepare and submit a formal written RFI to the County.

C. RFIs shall be submitted within a reasonable time frame so as not to interfere with or impede the progress of the Work. The Contractor shall make every effort to keep the number of RFIs to a minimum. If the number of RFIs becomes unwieldy, the County may require the Contractor to abandon the RFI process and submit requests as either submittals, substitutions, or requests for change.

D. When the response to an RFI impacts the cost or time duration of the project, notify the County in accordance with the General Conditions at the time of the submittal. Notification shall occur prior to commencing such work, so that the change order process can be initiated.

1. At time of the time of submittal of the RFI, notify the County of the time available to respond without negative impact to time and/or cost.

2. An answered RFI shall not be construed as approval to perform extra work.

E. Form of Submittal:

1. Submit legible written RFIs on a standard CSI or AIA preprinted form or other such form as approved in advance by the County. Each request shall include the following information:

a. Project name, as listed on the Contract Documents, and County Specs. Number;
b. Date;
c. RFI number;
d. Name, address, telephone and e-mail address of the Contractor;
e. Number and title of affected Specification Section(s);
f. Drawing numbers and detail numbers as appropriate;
g. Indicate if the RFI will result in a time or cost impact;
h. Clear, concise explanation of information or clarification requested;
i. Blank, lined spaces for Architect's response;
j. Signature block for County to acknowledge review of Architect's response;
k. Mark each page of each RFI attachment in the lower right corner with the RFI number;
l. Number submitted RFIs consecutively; and
m. Sign and stamp all RFI forms. RFIs from subcontractors or material suppliers shall be submitted through the Contractor, who shall review all such information request prior to submitting to the County.

F. RFIs not meeting the requirements of this Section will not be answered and any consequential impact on the project shall be the sole responsibility of the Contractor. Unanswered RFIs will be returned with a stamp or notification "Not Reviewed."

G. RFI Log: Contractor shall maintain and update the log weekly and furnish to the County when requested. The log shall contain the following minimum information:

a. RFI number

b. Date submitted
c. Brief description of content or subject
d. Date answered

H. Allow a minimum of five (5) working days for review and response. The response time will be increased if more information is required, when the RFI is submitted out of sequence, or if in the opinion of the County, more time is required to answer the RFI.

1.03 QUALITY ASSURANCE

1. Carefully review the Contract Documents before submitting a RFI to the County. Verify that the information requested is not indicated in the Contract Documents or cannot be determined from a careful review.

    1. The County may not answer RFIs for information that is readily available in the Contract Documents.

2. RFIs requesting clarification of coordination issues shall include the Contractor's suggested solution as an attachment to the RFI.

    1. Such coordination issues include, but are not limited to, pipe and duct routing, clearances, specific locations of work shown diagrammatically, and similar items.

    2. Provide scale drawings or sketches indicating the proposed solution.

    3. RFIs which do not include a suggested solution will not be answered.

3. Do not use RFIs for the following:

    1. To request approval of submittals.

    2. To request approval of substitutions.

    3. To request changes to the Contract Documents and to confirm action taken by the Contractor for requested changes/substitutions to the Contract Documents.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

* * *

SECTION 01 29 73

SCHEDULE OF VALUES

PART 1 - GENERAL

1.01 DESCRIPTION

A. Submit to the Department, six (6) copies of an accurate and realistic Schedule of Values allocated to the various portions of the work, ten (10) calendar days from issuance of Notice to Proceed under the Consultant Services Agreement.

B. The Contractor will prepare and submit the Schedule of Values as directed by the County Project Manager.

C. The Schedule of Values, unless objected to by the Department, shall become the basis for the Contractor's applications for payment.

1. Upon request by the Department, support values given with data that will substantiate their correctness.

D. Related requirements specified elsewhere.

1. Section 01 00 00, "Project General Requirements".

1.02 FORM OF SUBMITTAL

A. Type schedule on 8-1/2" x 11" white bond paper. Identify schedule with:

1. Title of project and location.

2. Specification number.

3. Name and address of Contractor.

4. Date of submission.

B. Schedule shall list the installed value of the component parts of the work in sufficient detail to serve as a basis for computing values for progress

payments during construction.

C. Use the Table of Contents of the project specifications as a basis for the format for listing component items.

1. Identify each line item with the number and title of the respective section of the specifications.

D. List sub-values of major products or operations for each line item. Additional sub-values may be requested by the Department.

E. Costs for the various portions of the work:

1. Each item shall include a directly proportional amount of the Contractor's overhead and profit.

2. For items on which progress payments will be requested, list the total installed value, including Contractor's overhead and profit.

F. A similar detailed schedule, itemizing costs and/or credits in a form satisfactory to the Department, shall accompany all quotations for changes in the work or for extra work. Refer to article entitled "Provisions for Extras" in the General Conditions of the project specifications.

G. Round off figures to nearest ten ($10) dollars wherever possible.

H. The sum of all values listed in the schedule shall equal the total contract sum.

1.03 REVIEW AND RESUBMITTAL

A. After review by the Department, revise and resubmit Schedule as required. Resubmit revised Schedule in same manner.

B. Progress payments will not be made until Schedule has been approved.

* * *

SECTION 01 29 76

PROGRESS PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.

B. Related Sections include the following:

1. Division 1 Section "Allowances" for procedural requirements governing handling and processing of allowances.
2. Division 1 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
3. Division 1 Section "Unit Prices" for administrative requirements governing use of unit prices.
4. Division 1 Section "Construction Progress Documentation" for administrative requirements governing preparation and submittal of Contractor's Construction Schedule and Submittals Schedule.

1.3 DEFINITIONS

A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.4 SCHEDULE OF VALUES

A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's cost-loaded Construction Schedule.

1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:

a. Application for Payment forms with Continuation Sheets.

b. Submittals Schedule.
c. Contractor's Construction Schedule.

2. Submit the Schedule of Values to the County PM at the earliest possible, but no later than seven (7) working days before the date scheduled for submittal of initial Applications for Payment

3. Sub-schedules: Where the Work is separated into phases requiring separately phased payments, provide sub-schedules showing values correlated with each phase of payment.

B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.

1. Identification: Include the following Project identification on the Schedule of Values:

a. Project name and location.
b. Name of Architect.
c. County's project number.
d. Contractor's name and address.
e. Date of submittal.

2. Submit draft of Payment Application for County review and approval.
3. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:

a. Related Specification Section or Division.
b. Description of the Work.
c. Name of subcontractor.
d. Name of manufacturer or fabricator.
e. Name of supplier.
f. Change Orders (numbers) that affect value.
g. Dollar value.
h. Percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.

4. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual's table of contents. Provide several line items for principal subcontracts' amounts, where appropriate. Include separate line items under required principal subcontracts for operation and maintenance manuals, punch list activities, Project Record Documents, and demonstration and training in the amount of 5 percent of the Contract Sum.
5. Round amounts to nearest whole dollar; total shall equal the Contract Sum.

6. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored but not yet installed.

7. Differentiate between items stored on-site and items stored off-site. If specified, include evidence of insurance or bonded warehousing.

8. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.

9. Allowances: Provide a separate line item in the Schedule of Values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.

10. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.

11. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.

12. Revise subparagraph below to suit Project. As an alternate approach to method described, include each Change Order as a new line item or a separate sheet.

13. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.5 APPLICATIONS FOR PAYMENT

A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.

B. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.

C. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement.

D. Payment Application Times: Progress payments shall be submitted to County Project Manager monthly, by the 7th of the month. The period covered by each Application for Payment is one month, ending on the last day of the month.

E. Payment Application Forms: Use forms provided by Owner for Applications for Payment. Sample copies are included at end of this Section.

F. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. The Architect will return incomplete applications without action.

1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions are made.
2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.

G. Transmittal: Submit an electronic copy in PDF format, listing all enclosures therein.

H. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from every entity who is lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.

1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
2. When an application shows completion of an item, submit final or full waivers.
3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
4. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.

I. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:

1. List of subcontractors.
2. Schedule of Values.
3. Contractor's Construction Schedule (preliminary if not final).
4. Products list.
5. Schedule of unit prices.
6. Submittals Schedule (preliminary if not final).
7. List of Contractor's staff assignments.
8. List of Contractor's principal consultants.
9. Copies of building permits.
10. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
11. Initial progress report.

12. Report on preconstruction conference.
13. Certificates of insurance and insurance policies.
14. Performance and payment bonds.
15. Data needed to acquire Owner's insurance.
16. Initial settlement survey and damage report if required.

J. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.

1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

K. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:

1. Evidence of completion of Project closeout requirements.
2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
3. Updated final statement, accounting for final changes to the Contract Sum.
4. "Contractor's Affidavit of Payment of Debts and Claims."
5. "Contractor's Affidavit of Release of Liens."
6. "Consent of Surety to Final Payment."
7. Evidence that claims have been settled.
8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
9. Final, liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

SAMPLE APPLICATION AND CERTIFICATE FOR PAYMENT ATTACHED.

* * *

SAMPLE

APPLICATION AND CERTICATE FOR PAYMENT

TO: LACDPW - PROJECT MANAGEMENT DIVISION II
PUBLIC WORKS HEADQUARTERS BLDG.
900 SOUTH FREMONT AVENUE, 5TH FLOOR
ALHAMBRA, CA 91803

Project:
Contract No:
CP No.:

Application No: #REF!
Invoice No: #REF!
Period To: #REF!

From: Contractor

Project No: #REF!
Invoice Date: #REF!
Contract Date: #REF!

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment as, shown below, in connection with the contract.
Continuation sheet is attached.

1 ORIGINAL CONTRACT SUM		$ -
2 Net change by Change Orders		$ -
3 CONTRACT SUM TO DATE		$ -
4 TOTAL COMPLETED & STORED TO DATE (Column G on Continuation Sheet)		$ -
5 RETAINAGE		
a 0.00% of Completed Work (Column D+E on Continuation Sheet)	$ -	
b 0.00% of Stored Material (Column F on Continuation Sheet)	$ -	
Total Retainage (Line 5a+5b or Total in Column I on Continuation Sheet)		$ -
6 TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		$ -
7 LESS PREVIOUS CERTIFICATES FROM PAYMENT (Line 6 from prior Certificate)		
8 CURRENT PAYMENT DUE		$ -
9 BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Previously approved Change Orders	$ -	$ -
Change Orders approved this period	$ -	$ -
TOTALS	$ -	$ -
Net Change Order Total	$ -	

To the best of my knowledge and belief, I certify that all items, units, quantities, and prices of work shown on this application for payment are corrects; that all the work has been performed and material supplied in full accordance with the terms and conditions of this Contract on this projects; that this application for payment is a true and correct statement of the contract account up to and including the last day of period covered by this application and that no part 'Current Payment Due' has been received.

CONTRACTOR:
BY: _____ Date: _____

CERTIFIED AND APPROVED AS PER TERMS OF CONTRACT

To the best of my knowledge and belief, I certify that this application for payment does not exceed (_%) of the value of the work completed since the previous application for payment, if any plus (_%) of the value acceptable or stored materials for incorporation into work, but not installed, if any.

I further certify that this application for payment covers full payment for work completed since the previous application for payment and that any payment for prefabricated stored materials does not exceed (_%) of the value of the materials.

AMOUNT CERTIFIED..... $ -

BY: _____ Date: _____
Inspector

BY: _____ Date: _____
Architect/Engineer

BY: _____ Date: _____
County Project Manager

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptable of payment are without prejudice to any rights of the Owner or Contractor under this Contract except as set forth in the Contract.

AIA® Document G703™ – 1992

Continuation Sheet

AIA Document G702™–1992, Application and Certificate for Payment, or G732™–2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
In tabulations below, amounts are in US dollars.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:
APPLICATION DATE:
PERIOD TO:
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED *(Not in D or E)*	TOTAL COMPLETED AND STORED TO DATE *(D+E+F)*	% *(G ÷ C)*	BALANCE TO FINISH *(C – G)*	RETAINAGE *(If variable rate)*
			FROM PREVIOUS APPLICATION *(D + E)*	THIS PERIOD					
	GRAND TOTAL								

Sample

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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SECTION 01 31 00

COORDINATION AND MEETINGS

PART 1 – GENERAL

1.01 SECTION INCLUDES:

A. Coordination
B. Preconstruction Meeting
C. Progress Meetings
D. Preinstallation Meetings

1.02 COORDINATION

A. Coordinate scheduling, submittals, and work of the various Sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later and for accommodating items to be installed by the County.

B. Coordinate sequence of work to accommodate County occupancy as specified in Section 01 00 00.

1.03 PRECONSTRUCTION MEETING

A. Construction Manager/County Project Manager will schedule a meeting after Notice of Award.

B. Attendance Required: Architect, Project Coordinator, Prime Contractor, Main Subcontractors, Project Inspector and key County personnel.

C. Agenda:

1. Contract Agreement

   a. Transmit Performance and Material Bonds to Architect
   b. Review General/Supplementary Conditions
   c. Deferred Approvals

2. Receive documentation from Contractor

   a. Construction Schedule
   b. Schedule of Values

c. List of Subcontractors with Addresses and Phone Numbers
d. List of Submittals and Estimated Date of Submittal

3. Project Administration

a. Application for Payment, Project Schedule, Lien Release, As-built Documents, Contract Administration
b. Change Orders and Proposal Requests
c. Submittals and Substitutions, Deferred Approvals
d. Site Meetings
e. Testing Lab
f. Verified Reports

4. Special County Conditions

a. Temporary Facilities
b. County Occupancy
c. Work by County
d. Access to Site – County Contract

5. Construction Process

a. Contractor to give Overview of Construction, including potential phasing and fast tracking. If required to meet the schedule.
b. Contractor to identify items to be selected by Architect/County and date selections must be made.
c. Contractor to review special requirements for equipment, safety, and noise.

6. Project Close-Out

a. Close-out Binder
b. As-Built Documents
c. Final Verified Reports

D. Architect to record minutes and distribute copies within three days after meeting to participants, Architect and those affected by decisions made.

1.05 PROGRESS MEETINGS

A. Schedule and administer meetings throughout progress of the work as needed.

B. Make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.

C. Attendance Required: Project Coordinator, Prime Contractors, major Subcontractors and suppliers, Project Inspector, key County personnel and Architect as appropriate to agenda topics for each meeting.

D. Agenda

1. Review Minutes of Previous Meetings
2. Review of Work Progress
3. Field Observations, Problems, and Decisions
4. Identification of problems which impede planned progress, if any.
5. Review of Submittals Schedule or Status of Submittals.
6. Review of Off-site Fabrication and Delivery Schedules
7. Maintenance of Progress Schedule
8. Corrective Measures to Recover Schedule Delays
9. Planned Progress During Succeeding Work Period
10. Coordination of Projected Progress
11. Maintenance of Quality and Work Standards.
12. Effect of Proposed Changes on Progress Schedule and Coordination
13. Other Business Relating to Work

E. Architect to record minutes and distribute copies within three days after meeting to participants, Architect, and those affected by decisions made.

1.06 PREINSTALLATION MEETING

A. When required in individual specification sections, convene a preinstallation meeting prior to commencing work of the section.

B. Require attendance of parties directly affecting, or affected by, work of the specific section.

C. Notify Architect four (4) days in advance of meeting date.

D. Prepare agenda and preside at meeting:

1. Review conditions of installation, preparation and installation procedures.

2. Review coordination with related work.

E. Contractor to record minutes and distribute copies within three (3) days to participants, Architect and those affected by decisions made.

1.07 COORDINATION OF SUBMITTALS

A. Schedule and coordinate submittals specified in Section 01 33 00.

B. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.

C. Coordinate request for substitutions to assure compatibility of space, of operating elements, and effect on work of other sections.

1.08 COORDINATION OF SPACE

A. Coordinate use of project space and sequence of installation of electrical work which is indicated diagrammatically on drawings. Follow routings shown for pipes and conduits as closely as practical, with due allowance for available physical space; make runs parallel with lines of future building. Utilize space efficiently to maximum accessibility for other installations, for maintenance and for repairs.

B. In finished areas, except as otherwise shown, conceal pipes, ducts, and wiring in the construction. Coordinate locations of fixtures and outlets with finish elements.

1.09 COORDINATION WITH WORK BY COUNTY

A. Coordinate with any work by County.

1.10 COORDINATION OF CONTRACT CLOSE-OUT

A. Coordinate completion and cleanup of work of separate sections in preparation for Substantial Completion.

B. After project Substantial Completion, coordinate access to site by various sections for correction of any defective work and work not in accordance with Contract Documents.

C. Assemble and coordinate close-out submittals specified in Section 01 77 00.

PART 2 – PRODUCTS

Not used.

PART 3 – EXECUTION

Not used.

* * * * *

SECTION 01 31 19

PROGRESS MEETINGS

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scheduling and administration of progress meetings.

1.02 RELATED REQUIREMENTS

A. Instructions to bidders.

B. Project general requirements.

C. Construction schedules.

D. Shop drawings, product data and samples.

E. Quality control.

F. Temporary Facilities.

1.03 PROGRESS MEETINGS

A. The County will schedule and administer progress meetings throughout the construction phase of the work.

B. The County will make physical arrangements, prepare agenda and distribute notice for the meetings to participants in advance of meeting date.

C. The County Project Manager will preside over the meetings. Meeting minutes will be recorded, and copies will be distributed to participants within forty-eight (48) hours from the adjournment of the meeting.

D. Location of meetings: Project's field office or Project Manager's office.

E. Attendance: Project Manager, Inspector, Contractor's job superintendent, subcontractors, suppliers and others as appropriate to agenda; A/E and others shall attend as relevant.

F. Core Agenda (add at each session as suitable):

1. Approval of minutes of previous meetings.

2. Review of work progress.

3. Field observations, risks, issued and decisions.

4. Identification of problems which might impede planned progress.

5. Review of submittals schedule and status of submittals.

6. Review of off-site fabrication and delivery schedules.

7. Maintenance of progress schedule.

8. Corrective measures to regain projected schedules.

9. Planned progress during succeeding work period.

10. Coordination of projected progress.

11. Maintenance of quality and work standards.

12. Effect of proposed changes on progress schedule and coordination.

13. Other business relating to Work.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

* * *

SECTION 01 32 00

CONSTRUCTION SCHEDULES

Critical Path Method Schedule Integration System

1. GENERAL

DESCRIPTION – The work specified in this section consists of developing and maintaining a Critical Path Method (CPM) schedule integration system for the contract. Planning, scheduling, management, and execution of work in accordance with contract documents are the sole responsibility of the Contractor.

1.1 Related General Conditions/General Requirements Articles, and Specifications Sections

a.	General Conditions Articles	12.A, 12.B, 12.C
b.	General Conditions Articles	14
c.	General Conditions Articles	15. B.e.3
d.	General Requirements Articles	1.02
e.	General Requirements Articles	1.06

1.2 Generate a CPM schedule integration system using commercially available CPM scheduling software programs containing direct file interchange capability with the software program used by the Los Angeles County Department of Public Works. Prepare as directed by the County Project Manager.

1.3 For scheduling submittals produce Precedence Diagram Method (PDM) and time scaled network diagram submittals on D-Size (22-inch by 34-inch) or E-Size (34-inch by 44-inch) medium suitable for reproduction. Print schedule submittal tabular reports on A-Size (8 ½-inch by 11-inch) paper. For scheduling submittals, the Contractor shall include backup diskettes. The backup diskettes shall be made directly from the CPM scheduling software and shall contain all files of the project that can be restored by the County for its evaluation and analysis.

1.4 Contract milestone dates, County furnished goods, availability dates, and real estate availability dates, are unique zero duration activities as a “start no earlier than” or “finish no later than” milestone. Each milestone activity will constrain its dependent work. Assume Notice to Proceed (NTP) is given at day zero for calculation of constraint dates for milestones.

1.5 Float is not for exclusive use or benefit of either the County or Contractor but is an expiring resource available to both parties on a nondiscriminatory basis. Float is used by either party, as needed to meet contract milestones and contract completion dates. Contract time extensions for contract performance will be granted only to extent that delays are due to events beyond the Contractor's control, to be substantiated by an approved Time Impact Analysis, and to disruptions to affected work paths exceed total float along those paths of current contract schedule (update schedule) in effect at time of delay or disruption. These delays or disruptions must also cause end date of work to exceed current contract date or milestone date and be beyond control and without fault or negligence of Contractor or any subcontractor at any tier. If delays or disruptions impact an already negative float path, Contractor will not receive a time extension unless and until activity with highest float is driven even further negative.

1.6 For any other delay, the Contractor will be required to provide a comprehensive recovery plan for the County's consideration and acceptance.

1.7 Use of float suppression techniques such as preferential sequencing or logic, special lead/lag logic restraints, and extended activity times or durations should be submitted with written justification to obtain the County's acceptance. Use of float time disclosed or implied by use of alternate float suppression techniques shall be shared to proportionate benefit of the County and Contractor. Use of any technique solely for purposes of suppressing float will be cause for rejection of schedule submittal.

1.8 Planning units – Scheduling software supports schedule Planning Units of hours, days, weeks or months. The standard time unit applied to the schedule integration system is defined as days.

1.9 Schedule network – Use Retained Logic CPM Precedence Diagram Method of scheduling.

1.10 Analyze in detail, activities included in contract schedule to determine activity time durations in units of working days. Base durations on engineering and design resources, drawing production, submittal review periods, procurement lead time and duration, manufacturing times, labor (crafts), equipment, and materials required to perform each activity on a normal workday basis. No on-site activity shall have a duration over 10 working days except non-construction activities such as submittals, submittal reviews, procurement and delivery of materials or equipment, and concrete curing.

2. PRODUCTS

SUBMITTALS – Submit one soft copy of the schedule in PDF format, unless specified otherwise. Provide submittals specified in this section to the County for review and acceptance.

2.1 Baseline CPM Contract Schedule

Provide the County with a means to monitor and follow progress of all phases of work, with contractually specified interim milestones and completion dates, and with constraints, restraints or sequences included in the contract. Degree of schedule detail required shall include factors to the satisfaction of the County, including but not limited to the following:

2.1.1 Master list of submittals and all other requirement as referenced in Section 01 33 00 Submittals.

2.1.2 Contract interim milestones and contract completion date, substantial completion dates, constraints, restraints, sequence of work indicated.

2.1.3 Type of work to be performed, sequences, and labor trades involved.

2.1.4 Purchases, manufacture, tests, delivery, and installation activities for major materials and equipment.

2.1.5 Deliveries of County furnished goods and/or materials in accordance with dates or schedule windows of such times set forth in the contract or furnished by the County.

2.1.6 Preparation, submittal, and acceptance of shop and/or working drawings and material samples showing a 30-day minimum time specified for the County and third-party reviews of normal or routine submittals, so identified in the specifications, and the same time frame shall be allowed for at least one re-submittal or submittals so identified in the contract documents.

2.1.7 Approvals and permits required by regulatory agencies or other third parties.

2.1.8 Schedules for subcontract work.

2.1.9 Assignment of responsibility for performing specific activities.

2.1.10 Access and availability to work areas.

2.1.11 Identification of interfaces and dependencies with preceding, concurrent and follow-on construction or contractors and utilities.

2.1.12 Actual tests, submissions of test reports, and acceptance of test results.

2.1.13 Start up, testing, training, and assistance required under the contract.

2.1.14 Planning for Substantial Completion and handover.

2.1.15 Punch-list and final clean up.

2.1.16 Identification of construction restrictions as well as any activity requiring unusual shift work, such as two shifts, six-day weeks, specified overtime, or work at times other than a standard workday.

2.2 The schedule of values shall be prepared and submitted together with the construction schedule.

2.3 Failure to meet these requirements may result in a determination and recommendation that the Board of Supervisors determine that the successful bidder as non-responsible because such failure reflects the bidder's ability to manage the work.

3. Current CPM Contract Schedule Updates

3.1 The accepted CPM contract schedule shall constitute the Baseline Schedule. Such schedule shall only be modified by County-accepted scope changes with time impact or by accepted requests for Extension of Time, accompanied by a comprehensive Time Impact Analysis. Always use current contract schedule for subsequent planning, scheduling, and execution of work to be accomplished.

3.2 Participate with the County in periodic meetings, at least monthly, on dates directed by the County and seven days prior to monthly status. At meeting held seven days prior to the data date, provide

preliminary updated current CPM contract schedule that forecasts project status on the data date and contains actual start and actual finish dates for activities in progress or completed, remaining durations of activities already in progress, percentage completed, logic changes, new or deleted activities, and new change order/modifications.

3.3 As part of the Time Impact Analysis, submit a stand-alone portion of the network (fragnet), if current progress reflects negative float of minus 10 days or more for a milestone activity, as indicated by most recent CPM contract schedule, allowed by contract as amended by approved change orders/modifications. Show activities affected, date delay or disruption occurred or how productivity was impacted, and unmitigated impacts to schedule caused delay or disruption. Submit similar fragnet showing Contractor's plan to mitigate delay or disruption and subsequent impacts to schedule at the County's request. Provide written narrative describing circumstances that caused delay or disruption and methodology used to determine extent of delay or disruption. Submission of such fragnets does not constitute permission to proceed with plan. For any delay, the Contractor shall be required to submit a Recovery Schedule that may include:

3.3.1 Increase of the construction manpower in such quantities and crafts as necessary to eliminate the backlog of work.

3.3.2 Increase the number of working hours per shift, shifts per working day, working days per week, the amount of construction equipment, or combination of the foregoing to eliminate the backlog of work.

3.3.3 Reschedule the work in conformance with the specifications' requirements.

4. Before implementing any of the above actions, notify and obtain acceptance from the County. If such actions are accepted, incorporate current CPM contract schedule revisions before next update.

5. All costs associated to the recovery of delays caused by the Contractor, will be borne entirely by the Contractor. For delays beyond the Contractor's control, the recovery costs will be borne by the County.

6. Addition of equipment or construction forces, increasing working hours or other methods, manner, or procedure to return to contractually required completion date will not be considered justification for a change order/modification, nor be treated as acceleration where the need for a

recovery schedule has been caused by the Contractor and/or its subcontractors or suppliers at any tier.

7. When the Contractor experiences change order/modifications or delays and a time extension is requested, submit to the County a written time impact analysis illustrating the influence of each change or delay on current contract schedule completion date utilizing current CPM contract schedule. Include in each time impact analysis a fragnet demonstrating how the Contractor proposes to incorporate the change order/modification or delay into the current CPM contract schedule. The fragnet shall contain a sequence of new and/or activity revisions that are proposed to be added to the current CPM contract schedule in effect at the time change or delay is encountered to demonstrate influence of delay and method of incorporating the delay and its impact into the schedule as they are encountered.

   7.1 Each Time Impact Analysis shall demonstrate estimated time impact based on events of delay, date of change order/modifications, proceed order, or unilateral change order/modification given to the Contractor, status of construction at that point in time, and event time computation of activities affected by change or delay. Event times used in analysis shall be those included in latest version of the current CPM contract schedule, in effect at time change or delay was encountered.

   7.2 Submit each Time Impact Analysis electronically, on the County-approved document management platform, no later than ten (10) days before a delay is forecast. If the Contractor does not submit a Time Impact Analysis for a specific change order/modification or delay within specified period of time, the Contractor will be deemed to have irrevocably waived rights to additional time and cost.

   7.3 Because float time within current CPM contract schedule is jointly owned, it is acknowledged and agreed by the Contractor that the County-caused delays on the project may be offset by County caused time savings (including, but not limited to: critical path submittals returned in less time than allowed for the contract, acceptance of substitution requests which result in a savings of time along the critical path for the Contractor, etc.). In such an event, the Contractor will not be entitled to receive an Extension of Time or delay damages until the County-caused time savings are exceeded and contract completion data also exceeded.

   7.4 The County will accept or reject each Time Impact Analysis. Upon acceptance, a copy of a Time Impact Analysis signed by the County will be returned to the Contractor for incorporation into the Baseline Schedule.

7.5 Upon mutual agreement by both parties, incorporate fragnets illustrating the influence of change orders/modifications and delays into the current CPM contract schedule during first update after agreement is reached.

7.6 In the event the Contractor does not agree with the decision of the County regarding impact of a change or delay, the County's determination shall govern.

8. The Contractor shall resolve out-of-sequence progress, if any, to provide the actual construction sequence to calculate the current critical path(s) and identify any deviations of interim milestones and/or project completion.

9. As-built schedule – Submit as-built schedule covering work performed under the Contract within fifteen (15) days after final completion. As-built schedule – Certified by a planner/scheduler and Contractor's project manager as being the manner in which Contract was executed. Submittal and acceptance of the schedule will be a condition precedent to reduction/release of retainage at the end of the contract.

10. Schedule reviews – The County will review and respond to scheduling submittals within fourteen (14) days after submittal, unless a different review period is specified in this section. Submit a revised schedule within seven (7) days after receipt of the County's response if the County requires changes or additional information.

11. Early completion schedule – If the schedule duration proposed by the Contractor is less than the completion date in the NTP, the proposed schedule will not nullify the Contractor's right to the NTP duration. The Contractor agrees that in the event a proposed early completion schedule (or any subsequent update) which is found to be acceptable by the County, indicating a duration which is less than time allowed by Contract for completion of work or of interim milestone, Contract completion time shall only be shortened by a change order/modification to equal Contractor's proposed baseline CPM contract schedule duration.

    If the schedule duration proposed by the Contractor is less than the completion date in the NTP, the proposed schedule will not nullify the Contractor's right to the NTP duration.

12. Three week rolling bar chart schedule – Once a week, on a day mutually agreed to by the County and the Contractor, a meeting will be held to assess the progress achieved by the Contractor during previous work week. Submit a project schedule listing activities completed and in progress for the previous week and the activities scheduled for the

succeeding two weeks based on the current CPM contract schedule. The three-week rolling bar chart schedule shall be provided from the current CPM contract schedule and include all activities scheduled including: activity ID, description, early start and early finish, total float, original duration, remaining duration, percent complete, performance of the activity, and pertinent remarks as to activity status. The schedule shall be submitted to the County before the weekly meeting for review.

13. Monthly Updated Current Contract Schedule

    a. One computer generated backup copy of monthly updated current CPM contract schedule file.

    b. Written narrative for updated current CPM contract schedule.

14. Fragnets

    a. One computer generated backup copy of fragnet files.

    b. Written narrative of fragnet assumptions.

15. Contract Time Scaled Network Diagrams – Submit computer generated time-scaled network diagram entitled “Current Time Scaled Network Diagram” with submittal of items referenced below.

    a. Submit with initial early work schedule submittal.

    b. Submit every month with updated (if applicable) current CPM contract schedule.

16. Written Narrative Reports – Include a stand-alone narrative of sufficient detail to explain basis of Contractor’s submittal with each schedule submittal.

    16.1 CPM Contract Schedule Submittals – Explain determination of activity durations and describe Contractor’s approach for meeting required interim and final completion milestone dates, as specified in the Contract. Include as a minimum basis and assumptions used in preparing the submittal, including crew sizes, equipment requirements, and anticipated delivery dates; restraints; critical path activities; production rates; activities requiring overtime or additional shifts; activities that contain time contingencies for impacts to be expected from normal rainfall; holidays and other non-work days; potential problem areas; permits; coordination required with the County; utilities and other parties; and long lead delivery items requiring more than 30 days from order to delivery. Identify work items that may be expedited by use of overtime or additional shifts.

Identify and explain sequencing and other constraints such as manpower, material, and equipment. Include listing of holidays and special non-work days.

16.2 Current CPM Contract Schedule Submittals – State in narrative, work actually completed and reflect progress along critical path in terms of days ahead of or behind allowable dates. Specific requirements of narrative are as follows:

16.2.1 If updated current CPM contract schedule indicates an actual or potential delay to contract completion date or interim milestone dates as specified under the contract documents or modified by change order/modification, identify causes of delays, disruptions and interruptions and provide explanation of work affected and proposed corrective action to meet milestone dates involved or to mitigate potential delays or disruptions. Document and log in a matrix format activity with non-mitigated negative float until the negative float is mitigated. Identify deviations from previous month's critical path. The matrix will include applicable activity number, description, planned start and finish dates, current start and finish dates, and float quantity.

16.2.2 Identify by activity number and description, activities in progress and which activities are scheduled to complete during the next period.

16.2.3 Identify by activity number and description, activities to be started during the month following the report period. Show Contractor's forecast early and late start, and finish dates.

16.2.4 Discuss added change order/modification work items.

3. EXECUTION

3.1 Baseline CPM Contract Schedule

3.1.1 Provide Contractor's detailed activities and sequencing for work included in the contract. Assign unique activity identification for each detailed activity.

3.1.2 Indicate Contractor's best estimate for original durations, early dates, late dates, logic ties, constraint dates, and total float. Schedule activities in the sequence which Contractor intends to perform work.

3.1.3 Include following activity sequence for major material and equipment procurement:

3.1.3.1 Submittal preparation; review for acceptance; and fabricate/deliver – Divide procurement items that may contain multiple submittals occurring at different time intervals into separate sequences that can be tracked on individual basis. Include a maximum original duration of 20 working days for re-review. Resubmittal activities shall contain submittal preparation activities for other material and equipment procurement (non-major) to schedule.

3.1.4 Baseline CPM contract schedule activity includes the following components:

3.1.4.1 Activity descriptions – Briefly convey scope and location of work indicated.

3.1.4.2 Activities – Discrete items of work accomplished under contract that provide measurable and recognizable parts of work.

3.1.4.3 Submittal and approval of permit applications and variances, samples of materials, shop drawings, working drawings, inspection and test plans, safety and security plans, and site traffic control plans. Include activities of the County that may affect progress as well as those of affected utility companies and other similarly involved third parties. Include activities in the baseline CPM contract schedule as stipulated in general requirements.

3.1.4.4 Work activities – Show duration in workdays.

3.1.4.5 Work activities – Durations of ten (10) working days or less except for non-construction activities such as procurement of materials, or fabrication of equipment. Should a work activity require more than ten (10) working days, subdivide work activity to define appropriate work items.

3.1.4.6 Critical path is defined as the sequence(s) of activities with the least amount of float.

3.1.5 Failure to include any element of work required for performance of the contract in baseline CPM contract schedule will not excuse

Contractor from completing work required to achieve milestone completion, notwithstanding acceptance of baseline CPM contract schedule submittals.

3.1.6 Activities that are susceptible to weather delays caused by rain shall contain time contingencies for those potential delays. The time contingencies shall be described in the appropriate activity log windows of scheduling software. In scheduling the work, Contractor shall plan for normal rainfall (including its subsequent effects on days following extremely heavy rain).

3.2 Baseline CPM Contract Schedule Changes

When commencing new work associated with a change order/modification, incorporate work into the current baseline CPM contract schedule submittal as new activities after discussion with the County concerning how changes will be placed into the revised baseline CPM contract schedule. After an official change order/modification has been issued for work, add it to the schedule.

3.3 Fragnets

3.3.1 Submit revised current CPM contract schedule within fourteen (14) days of request. If Contractor falls behind in prosecution of work, as indicated by negative critical path, or submittal of current CPM contract schedule no longer appears to represent actual prosecution of work.

3.3.2 Properly connect to and constrain by, previously existing predecessor and successor activities, as applicable, activities of revised portion(s) of schedule. Band impacted activities in separate networks (fragnets); indicating specific delay or impact issues and submitting to the County for review. Combine approved fragnets into current CPM contract schedule.

3.3.3 Requests for Extension of Time will be granted only to the extent that equitable time adjustments for activity or activities affected exceed total or remaining float along critical path of activities at time of actual delay, or at time a change order/modification was issued. Float or slack time is not for the exclusive use or benefit of the Contractor but is an expiring resource available to all parties as needed to meet contract milestones and contract completion date. Time extensions will not be granted nor delay damages paid until delay occurs.

Time extensions or recovery costs shall be paid to the Contractor when:

3.3.3.1 The delay is beyond the control and without the fault or negligence of the Contractor and its subcontractors or suppliers, at any tier; and

3.3.3.2 The delay extends actual performance of work beyond applicable current Contract completion date and most recent date predicted for completion of project on approved schedule update, current as of time of the delay or as of time of issuance of a change order/modification.

3.4 Submittal of Schedule

3.4.1 Contractor shall submit the construction schedule within ten (10) calendar days, per Section 00 01 00, Paragraph 1.14e, after receipt of the Notice to Proceed (NTP) on hard copies and CD that is compatible with P6. The Contractor shall provide to the County for review four (4) copies of the construction schedule indicating the sequence of operations, description of the work, calendar definition and duration showing entire job performed within the specified contract time.

3.4.2 If the schedule duration proposed by the Contractor is less than the completion date in the NTP, the proposed schedule will not nullify the Contractor's right to the NTP duration.

3.4.3 The County shall review the Contractor's construction schedule. The Contractor shall incorporate all the revisions requested by the County and submit the final schedule within seven (7) calendar days of its receipt from the County.

3.4.4 The schedule of values shall be prepared and submitted together with the construction schedule.

3.4.5 Failure to meet these requirements may result in a determination and recommendation that the Board of Supervisors determine that the successful bidder as non-responsive because such failure reflects the bidder's ability to manage the work.

3.4.6 The schedule shall be revised at no additional cost to the County and resubmitted for review when:

3.4.6.1 Approved changes to contract affect contract completion time.

3.4.6.2 "Slippage" occurs because of procurement delays, rain, strikes and other delays.

3.4.6.3 Any activities are modified from previous submittal.

3.4.6.4 Delay on initial non-critical items is of such magnitude as to change the critical path.

3.5 Responsibility for Completion

The Contractor shall furnish sufficient forces, offices, facilities and equipment, and shall work such hours including night shift and overtime operations, as necessary to ensue the prosecution of the work in accordance with the current monthly construction schedule update. If, in the opinion of the County, the Contractor falls behind in meeting the construction schedule as presented in the current monthly schedule update, the Contractor shall take such steps as may be necessary to improve its progress, and the County may require it to increase the hours of work, the number of shifts, overtime operations and/or the amount of construction plant and equipment without additional cost to the County.

END OF SECTION

SECTION 01 32 33

PHOTOGRAPHIC DOCUMENTATION

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

A. This Section includes administrative and procedural requirements for the following:

1. Preconstruction photographs.

2. Periodic construction photographs.

B. Related Sections include the following:

1. Division 1 Section, Submittal Procedures, for submitting photographic documentation.

2. Division 1 Section, Closeout Procedures, for submitting digital media as Project Record Documents at project closeout.

PART 2 – PRODUCTS

2.01 PHOTOGRAPHIC MEDIA

A. Digital Images: Provide images in uncompressed TIFF format, produced by a digital camera with minimum sensor size of 4.0 megapixels, and at an image resolution of not less than 1024 by 768 pixels.

PART 3 – EXECUTION

3.01 CONSTRUCTION PHOTOGRAPHS

A. General: Take photographs using the maximum range of depth of field, and that are in focus, to clearly show the work. Photographs with blurry or out-of-focus areas will not be accepted.

1. Maintain key plan with each set of construction photographs that identifies each photographic location.

B. Digital Images: Submit digital images exactly as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.

1. Date and Time: Include date and time in file name for each image.

2. Field Office Images: Maintain one set of images on a USB flash drive in the field office at project site, available at all times for reference. Identify images same as for those submitted to Architect and Construction Manager.

C. Preconstruction Photographs: Before commencement of demolition, or commencement of construction, take digital photographs of project site and surrounding properties, including existing items to remain during construction, from different vantage points.

D. Periodic Construction Photographs: Take digital photographs weekly, with the cutoff date associated with each Application for Payment. Select vantage points to show status of construction and progress since last photographs were taken.

E. Architect or Construction Manager Directed Construction Photographs: From time to time, Architect or Construction Manager may instruct photographer about number and frequency of photographs and subject, general directions or vantage points for photographs. Select actual vantage points and take photographs to show the status of construction and progress since last photographs were taken.

END OF SECTION

SECTION 01 33 00

SUBMITTALS

PART 1 – GENERAL

1.01 SECTION INCLUDES

A. Submittal Procedures
B. Construction Progress Schedules
C. Shop Drawings
D. Product Data
E. Samples
F. Manufacturers' Instructions
G. Manufacturers' Certificates
H. Coordinated Drawings
I. Request for Information
J. Contractor's Photographs

1.02 SUBMITTALS LIST AND SCHEDULE

A. Submittal: Within thirty (30) days from contract award, submit or submission of List of Submittals with related schedule,

B. The Contractor shall submit and document all submittals as directed by the County Project Manager.

C. Schedule: Compile complete schedule of submittals anticipated to be made during progress of work.

1. Include list of each type of item for which Contractor's drawings, shop drawings, coordination drawings, product data, samples, certificates of compliance, manufacturer's certificates, warranties, and other types of submittals are required. Include number of Contractor's drawings, shop drawings, and coordination drawings anticipated within each submittal.

2. Sequentially number each submittal. Use original submittal number with sequentially numbered suffix for resubmittals.

3. Allow ten (10) working days, for Architect's review of submittals following receipt of submittal, including return to Contractor.

4. Indicate date of submittal by Contractor to Architect and date of receipt of reviewed submittals by Contractor from Architect.

5. Coordinate schedule with subcontractors and materials suppliers.

6. On acceptance by Architect, adhere to schedule except when otherwise permitted. Accurately maintain submittal log for duration of contract.

D. Revisions: Revisions to original submittal list and schedule will only be accepted by the County Project Manager when revisions are required by circumstances not reasonably anticipated by Contractor during preparation of original schedule.

1.03 SUBMITTAL PROCEDURES

A. Transmit each submittal directly to Architect and copy the County Project Manager on the transmittal.

1. All non-samples submittals shall be in pdf format.
2. Include job number as it appears in Contract Documents.
3. Include state agency application or approval number.

C. Sequentially number the transmittal forms. Resubmittals to have original number with an alphabetic suffix.

D. Identify Project, Architect, Contractor, Subcontractor or supplier, manufacturer; pertinent Drawing Sheet and detail number(s) and specification Section number, as appropriate.

E. Provide name and telephone number of individual(s) who may be contacted for further information.

D. Apply Contractor’s stamp with Contractor’s electronic signature or initials affixed thereto, certifying that review, verification of products required, field dimensions, adjacent construction work, and coordination of information is in accordance with the requirements of the work and Contract Documents.

E. Schedule submittals to expedite the project. Coordinate submission of related items.

1. Make all submittals in accordance with the progress schedule and far enough in advance of scheduled dates of

installation to provide required time for reviews for securing necessary approvals for possible revision and submittal and for placing orders and securing delivery.

F. Identify variations from Contract Documents and product or system limitations which may be detrimental to successful performance of the completed work.

1. Requests for deviations from Contract Documents shall be submitted for consideration before submittal of affected items. Submit in accordance with substitution requirements of Section 01 65 00 Transport, Handling and Storage. Only deviations which have been previously accepted in writing shall be included in submittals.

G. Provide space for Contractor and Architect review stamps.

H. Revise and resubmit submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.

I. Determine and verify all field dimensions and conditions, materials, catalog numbers and similar data.

J. Coordinate as required with all trades and all public agencies involved.

K. Unless otherwise specifically authorized by Architect, make all submittals in groups containing all associated items. Architect may reject partial submittals if not in compliance with the provisions of this Section.

L. Resubmittals:

1. Subject to same terms and conditions as original submittal.

2. The County Project Manager will accept not more than one resubmittal.

a. Should additional resubmittals be required, Contractor shall reimburse County for Architect's account for time spent in processing additional resubmittals at rate of 2.5 times rate of Direct Personnel Expense (DPE). Direct Personnel Expense is defined as direct salaries of Architect's personnel engaged or Project and portion of costs of mandatory, and customary contributions and benefits related thereto, including

employment taxes and other statutory employee benefits, insurance sick leave, holidays, vacations, pensions, and similar contributions and benefits.

1.04 CONSTRUCTION PROGRESS SCHEDULES

A. Submit as required in Section 01 32 00.

1.05 SHOP DRAWINGS

A. Submit a schedule of the shop drawings, listing their required submission and review dates to the County Project Manager for approval. The submission time shall be in accordance with the requirements set forth in Section 1.02, Submittals List and Schedule, Paragraph A. The schedule shall allow sufficient time for checking by the Architect. In addition, the shop drawing submission and review dates shall be incorporated into the progress schedule required in the General Conditions.

1. “Elapsed time due to ‘Revise and Resubmit’ or ‘Not Approved’ action, indicated, on submittal review (due to inaccurate data or incomplete definition), shall not adversely affect equipment delivery and/or installation schedules”.

2. “Allotted time for review/approval process shall be a minimum of ten (10) working days from the date individual submittals are received by the Architect.

B. Submit newly prepared information, drawn to accurate scale. Highlight, encircle or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as to the basis of Shop Drawings. Standard information prepared without specific reference to the Project will not be approved as Shop Drawings.

C. Shop Drawings shall include fabrications and installation drawings, setting diagrams, schedules, patterns, templates and similar drawings. Include the following information:

1. Dimensions
2. Identification of products and materials included.
3. Compliance with specified standards.
4. Notation of coordination requirements.
5. Notation of dimensions established by field measurement.

D. Sheet Size: Except for templates, patterns and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 inch x 11 inch, but not larger than 30 inch x 42 inch.

E. The Contractor shall review, stamp with his approval as herein required, and submit with reasonable promptness and in orderly sequences, in accordance with the submittal schedule. All shop drawings required by the Contract Documents or subsequently by the Architect as covered by modifications shall be properly identified. At the time of submission, the Contractor shall inform the Architect in writing of any deviation in the shop drawings.

F. Stamp: Each page of shop drawings shall bear the Contractor's stamp, which shall signify the Contractor's representation that he has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained in the shop drawings, all in accordance with the requirements of Section 01 33 00 Submittals. Each stamp shall be accompanied by a wet signature or initial of an employee of the Contractor who may be contacted for information. Stamped signatures or initials are not acceptable.

G. Submittals not certified by being stamped and signed will be returned without action as well as those, in the Architect's opinion, that have not been adequately reviewed or coordinated by the Contractor.

H. Method of Review: Submit shop drawings electronically as a pdf file on a document management platform as directed or agreed by the County Project Manager. Comments or corrections will be noted on the shop drawings and returned to the Contractor, who shall identify all changes made since the previous submittal and resubmit in the same manner. After being reviewed by the Architect, shop drawings will be stamped and returned to the Contractor who shall distribute as required.

I. The Architect will review and action shop drawings with reasonable promptness so as not to cause any delay, but only for conformance with the design concept of the project and with the information given in the Contract Documents. The Architect's acceptance of a separate item shall not imply acceptance of an assembly in which the item functions.

1. Contractor shall allow additional time if processing must be delayed to facilitate coordination with subsequent submittals.

J. Submittal of shop drawings to the Architect shall be made by the Contractor with a dated transmittal form on the agreed document management platform, and not by subcontractors or suppliers.

K. The Architect’s acceptance of shop drawings shall not relieve the Contractor of responsibility for any deviation from the requirements of the Contract Documents unless the Contractor has informed the Architect in writing of such deviation at the time of submission and the Architect has given written acceptance to the specific deviation, nor shall the Architect’s acceptance relieve the Contractor from responsibility for errors or omissions in the shop drawings.

1. Notations by the Architect that impact contract duration shall be brought to County Project Manager's attention, and authorization by the County shall be obtained before proceeding with work.

L. No portion of work requiring shop drawings shall be commenced until the shop drawings have been accepted by the Architect.

M. SHOP DRAWING PROCESSING

1. Requirements for Submittal of Shop Drawings

a. Shop drawings shall be submitted directly to the Architect with the County Project Manager in copy.

2. Each shop drawing submitted for review shall have the following information:

a. Project Name
b. Specs. No.
c. Contract No.
d. Technical Specifications Section No.

3. Each item of the submittal must be referenced to the proper item of the specification or drawings.

4. A signed statement from the General Contractor stating that the submittal has been reviewed by him and that it conforms with the drawings and specifications.

5. Provide a copy of each transmittal to the County Project Manager and Inspector.

6. Types of Approvals

a. “No Exception Taken” (Accepted). This stamp will be used by the Architect for accepted shop drawings and will qualify the submittal for shop drawing number.

b. “Exception Noted” (Accepted as Noted). This stamp will be used by the Architect when minor correction will make the submittal acceptable. These corrections will be shown in red on each of the submittals or on a correction list. This approval will qualify the submittal for a shop drawing number.

c. “Resubmit” (Rejected). Submittals which do not conform to the drawings and specifications will be returned without stamping or issuing a shop drawing number. The rejection transmittal will state why the submittal was not acceptable and request that it be resubmitted.

N. Assignment of Shop Drawings Numbers

Each accepted submittal shall be stamped by the Architect and assigned a shop drawing number using either of the following systems. The shop drawing number will be shown on each sheet that is stamped by Architect.

1. A simple numerical sequence may be used whereby each submittal is assigned a number in order of approval (SD-1, SD 2…).

2. A numerical sequence by classification may be used such as SD-S-1 for a Structural Submittal; SD-AC-1 for an Air Conditioning Submittal; SD-C-1 for a Civil Submittal, SD-L-1 for a Landscape Submittal; SD-A-1 for an Architectural Submittal; and SD-X-1 for Miscellaneous Submittals.

3. Material submittals and paint color chips should be assigned a shop drawing number for identification purposes.

O. Transmittal of Submittals

The General Contractor shall submit to the Architect a set of shop drawings which comply with this Exhibit. Upon receipt of the submittal, the Architect will review and/or have his consultants review the submittal for compliance with the design intent.

P. Processing

1. Procedure

a. Shop drawings will be stamped or returned as per Section M of this Exhibit. Accepted and numbered shop drawings shall be uploaded to the agreed document management platform for the General Contractor's action. Project Manager and Building Inspector shall be granted access to the submissions.

b. The County Project Manager might spot check any submission for general compliance with design intent, scope and County expectations. prior to releasing them to the Contractor. If there are discrepancies is in the shop drawings, they will be sent back to the Architect for correction.

1.06 PRODUCT DATA

A. Submit pdf copy of product data, as required by the County Project Manager.

B. Product data shall identify applicable products, models, options and other available data specific to the project requirements.

C. After review and acceptance by the Architect, copies will be uploaded for the County Project Manager, Building Inspector, and General Contractor's view. The accepted product data sheets shall be retained at the site on a labelled USB flash drive by the General Contractor, for reference.

1.07 SAMPLES

A. Submit samples to illustrate functional and aesthetic characteristics of the product with integral parts and attachment devices. Coordinate sample submittals for interfacing work.

B. Unless otherwise specified, submit samples of finishes from the full range of manufacturers' standard colors, textures and patterns for Architect selection, or in custom colors selected.

C. Include identification on each sample with full Project information, as required for Shop Drawings, Item, 1.04 above.

D. Submit a minimum of three (3) samples or as otherwise specified in individual sections of the specifications, two (2) of which will be retained by the Architect.

E. Reviewed samples which may be used in the work are indicated in individual specification sections.

F. Acceptance or rejection of samples will be made by the Architect in writing.

1.08 MANUFACTURER'S INSTRUCTIONS

A. When specified in individual specification sections, submit manufacturers' printed instructions for delivery, storage, assembly, installation, start-up, adjusting and finishing in quantities specified for Product Data.

B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference date, affidavits and certifications as appropriate.

C. Certificates may be recent or previous test results on material or product but must be acceptable to Architect.

1.09 MANUFACTURER'S CERTIFICATES

A. When specified in individual specification sections, submit manufacturers' certificate to Architect for review in quantities specified for Product Data.

B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference date, affidavits and certifications as appropriate.

C. Certificates may be recent or previous test results on material or product but must be acceptable to Architect.

1.10 COORDINATED DRAWINGS

A. Upload BIM model and/or extract drawings at agreed milestones indicating routing, locations, sizes, types and numbers of components in concealed spaces where potential conflict may occur between structures, mechanical, electrical, fire sprinklers, communications and ceiling suspension systems.

B. Indicate locations of all ceiling penetrations and surface-mounted items. Provide extract cross sections at all areas to indicate proper support of ceilings and non-interference with work of other sections of the specifications. Cross sections shall indicate potential conflicts and coordination required and proposed solutions for routing of elements where potential conflict exists. A reproduction of Architect's reflected ceiling plan is not acceptable.

C. Drawings shall be based on field measurements, shop drawings and product data.

D. Impactful conflicts shall be brought to the County Project Manager's attention immediately.

E. Submit to the Architect, in writing, requests for clarification or interpretations that will affect the intent of the Contract Documents.

F. The coordinated drawings shall indicate each class of work in the affected area. The drawing or written submittal shall include Contractor's recommendations for the solution of any potential conflicts as well as recommendations tendered by any work of any section of the specifications which may be affected thereby.

G. Submit the coordinated drawings in a scale of not less than 1/8" = 1' – 0" with necessary sections and profiles at an appropriate, clearly readable enlarged scale.

H. The Architect will review the submittals, make appropriate notations and comments to ensure the solution meets the intent of the Contract Documents and then return to Contractor for implementation.

I. The Contractor shall be responsible for the proper coordination of the work of all sections of the specifications in the execution of coordinated drawing. Any installation of materials, components or equipment under one section of the specifications without full and complete agreement, knowledge and consent by fabricators of adjacent or otherwise related or affected work will not be accepted.

J. It shall be incumbent upon the Contractor that all fabricators of work involved in the execution of coordinated drawings be informed, consulted and advised in sufficient advance time to arrive at solutions as no extension of contract time or extra cost to the County will be accepted where resulting from Contractor's negligence in the expeditious, timely submittal of coordinated drawings.

1.11 REQUEST FOR INFORMATION

A. Submit Request for Information (RFI) or interpretation in writing to the County.

B. Response will be in writing by the County, either in the construction field meeting notes or on the RFI itself, within 5 working days of receipt of RFI.

1. No change in cost interpretations or clarifications will be accepted as such.

2. Change in cost interpretation or clarifications will institute a Change Order procedure.

1.12 CONSTRUCTION PHOTOGRAPHS

A. Submit with payment request monthly. See Section 01 32 33.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

* * * * *

SECTION 01 33 23

SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

PART 1 – GENERAL

1.01 DESCRIPTION

A. Submittals

1. Shop drawings.

2. Product or catalog data.

3. Samples.

B. The Contractor shall prepare and submit shop drawings as directed by the County Project Manager.

C. Related work specified elsewhere.

1. Operating and maintenance manuals.

2. Spare parts or hardware lists.

3. Tests and certificates.

1.02 DEFINITIONS

A. Shop Drawings

1. Original drawings prepared by Contractor, Subcontractors, Suppliers or Distributors, which illustrate some portion of the work; showing all information required for fabrication, layout, setting or erection details.

2. Identify details by reference to sheet and detail numbers shown on Contract Documents.

B. Product or Catalog Data

1. Manufacturers' standard drawings, modified to delete nonapplicable data or to include applicable data.

2. Manufacturers' catalog sheets, brochures, diagrams, schedules, charts, illustrations or other descriptive data. Mark each copy to identify pertinent dimensions, materials, products or models.

C. Samples

1. Physical examples to illustrate materials, colors, textures, finishes, equipment or workmanship.

2. Office samples to show functional characteristics of products or materials. Submit with full range of colors available.

3. Field samples and mock-ups; erect at site in location acceptable to Project Manager.

1.03 CONTRACTOR'S RESPONSIBILITIES

A. Prior to Submittal

1. Review and approve Shop Drawings, Product Data and Samples prior to submission to the Department.

2. Coordinate each submittal with project work and Contract Documents, so as to avoid any delays in the work.

3. By approving and submitting Shop Drawings, Product Data and Samples, the Contractor represents that he has determined and verified all materials, field measurements, and field construction criteria related thereto, and that he has checked and coordinated the information contained within such submittals with the requirements of the work and of the Contract Documents.

4. The Contractor shall not be relieved of any responsibility for any deviation from the requirements of the Contract Documents by the Architect's acceptance, unless the Contractor has specifically informed the Department in writing of such deviation at the time of submission and the Architect has given written acceptance to the specific deviation.

5. Contractor's full responsibility for errors and omissions in submittals or for deviations from Contract Documents is not relieved in any way by the Architect's review of submittals.

6. The Contractor shall direct specific attention, in writing or on submitted Shop Drawings, Product Data or Samples, to any revisions beyond those requested by the Architect on previous submittals.

B. After Submittal

1. Begin no work which requires submittals until return of such submittals with the Architect's stamp and signature indicating review.

2. Distribute copies of submittals to subcontractors, suppliers or manufacturers as applicable.

1.04 IDENTIFICATION OF DATA

A. All submittals for review shall bear the following identification data, as applicable, contained thereon or permanently adhered to.

1. Project Name and Location

2. Specifications Number

3. Subcontractor's, Vendor's, and/or Manufacturer's Name, Address and Phone Number

4. Product Identification

5. Shop Drawing Title, Contractor's Drawing Number, and Date of Drawing and Revisions

6. Applicable Contract Drawings and Specifications Section Numbers

7. Contractor's Approval, Signature and Date

B. Submittal Format

Submittal No. _____

Project Name _____

_____

_____

Specifications No. _____

Product _____

Section No. _____

Supplier _____

We have reviewed this submittal, and have verified that it meets the required criteria in accordance with the Contract Documents and the design intent.

Contractor's Name _____

Signature _____

Title _____

C. Catalog Data

1. Each separate catalog, brochure or single page data sheet submitted shall have the identification required and the Contractor's approval.

2. Catalogs or brochures containing multiple items for review need identification only on the cover. Identify page numbers and catalog items.

3. If one or more of the multiple items are not accepted in any submittal, additional copies required will not be required until all items are accepted.

4. Provide a space approximately 4" x 4" for the Architect to affix its status stamp.

1.05 COLOR AND FINISH SELECTION

A. Contractor Submittals

1. Submit as soon as practical, subsequent to award of contract, names of manufacturers and pertinent products or materials proposed for use in which a color selection is required.

2. Submit standard color charts or samples as requested by the Architect. All items for color selection must be submitted prior to issuance of any approvals.

3. Contractor is responsible for submitting products that comply with technical specifications.

1.06 SUBMISSION REQUIREMENTS

A. Submit all Shop Drawings, Product or Catalog Data and Samples to the Architect by transmittal on to the agreed document management platform and include identification of project, specifications number and identification of items being submitted.

B. Product Data

1. Original Submittal – Submit on the approved document management platform Product in sufficient time to coordinate necessary features of construction with all fabrication and installation requirements.

2. Resubmittal – When required, copies will be returned to Contractor. After revision submit new copies as stipulated for original submittal. Indicate all changes.

C. Samples

1. Original Submittal – Provide three (3) samples, unless otherwise specified, of each item for which samples are required for review. Obtain review prior to delivery of material to project site. Such samples shall be representative of actual material proposed for use in project and of sufficient size to convey realistic perception of design, colors, textures, and finishes.

2. Resubmittal – All rejected samples will be returned upon request. All resubmittals shall consist of three (3) samples.

1.07 REVIEW AND PROCESSING

A. General

1. The Architect will review and accept or take other appropriate action upon Contractor’s submittals for conformance with the design concept of the work and with the information given in the Contract Documents. Acceptance of a specific item shall not indicate acceptance of the assembly of which the item is component.

2. Submittals not approved by the Contractor will be returned to Contractor immediately. Submittals will not be reviewed or accepted by the Architect without Contractor’s prior approval.

B. Review

1. Product Data – After review, they will be uploaded on the agreed document management platform bearing the Architect's review stamp and signature, for Contractor's action.

2. Samples – After review one (1) sample will be returned and the remainder will be retained by the Department until completion of the work.

END OF SECTION

SECTION 01 45 00

QUALITY CONTROL

PART 1 - GENERAL

1.01 DESCRIPTION

A. Tests.

B. Inspections.

C. County will employ and pay for the services of an Independent Testing Laboratory or Soils Engineer to perform specified testing and/or inspections.

D. Related requirements specified elsewhere:

1. Refer to the various trade sections for specific test and inspection requirements.

1.02 REQUIREMENTS OF REGULATORY AGENCIES

A. Los Angeles County Building Code.

B. Uniform Building Code Standards, as applicable.

C. California Code of Regulations.

1. Titles 17 and 24.

1.03 QUALITY ASSURANCE

A. General Test Requirements. Materials to be furnished under the Contract are subject to testing and inspection for compliance with requirements of Drawings and Specifications.

B. Testing Laboratory or Agency shall be the licensed Testing Laboratory or Agency meeting the requirements of ASTM E-329, designated by the County and referred to hereafter as the Testing Laboratory. Perform all testing under supervision and control of a California-registered professional engineer employed by the Testing Laboratory.

C. Soils or Foundation Engineer will be the registered professional geotechnical engineer employed and paid by the County.

D. Disqualified Material. Any material shipped or delivered to the site by the

Contractor from the source of supply prior to having satisfactorily passed the required testing and inspection(s), or prior to the receipt of a notice from the County or Architect that such testing and inspection will not be required, shall not be incorporated in the Work.

1.04 QUALITY CONTROL

A. Earthwork.

1. Approval of fill material.

2. Compaction tests.

3. Inspection of subgrades and excavations.

B. Concrete.

1. Materials.

a. Portland cement tests.

b. Concrete aggregates.

c. Reinforcing bars.

2. Concrete quality.

a. Concrete mix designs.

b. Strength tests of concrete.

3. Concrete inspection.

a. Job site inspection.

b. Batch plant or weighmaster inspection.

C. Masonry.

1. Materials.

a. Tests of brick or block masonry units.

b. Tests of mortar and grout materials.

c. Reinforcing steel bars.

2. Mortar and grout quality.

a. Strength tests for mortar and grout

3. Masonry inspection.

a. Job site inspection.

D. Structural steel and metal deck tests and inspections.

1. Materials.

a. Material identification and certification.

b. Testing of unidentified material.

2. Inspection of structural steel, light gage steel deck and welding.

a. Welding inspection (shop and field).

PART 2 - PRODUCTS

2.01 MATERIALS

A. Materials to be tested and/or inspected as specified in respective sections.

PART 3 - EXECUTION

3.01 CONTRACTOR'S RESPONSIBILITIES

A. Cooperate with laboratory personnel, coordinate and provide access to Work.

1. Employment of the laboratory shall in no way relieve Contractor's obligations to perform the Work per Contract’s terms, including schedule..

B. Secure and deliver to the laboratory adequate quantities of representational samples of the materials proposed to be used which require testing.

C. Provide copies of products test reports as required.

D. Provide incidental labor and facilities to:

1. Allow the Work to be tested.

2. Obtain and handle samples at the Project site or at the source of the product to be tested.

3. Facilitate inspections and tests.

4. Storing and curing of test samples.

E. Notify laboratory with sufficient advance to allow appropriate time for laboratory assignment of personnel and scheduling of tests.

1. When tests or inspections cannot be performed after such notice, reimburse County for laboratory personnel and travel expenses incurred due to Contractor's negligence.

F. Make arrangements with laboratory and pay for additional samples and tests required for Contractor's convenience.

3.02 FIELD QUALITY CONTROL

A. Tests.

1. County will select an independent testing laboratory to conduct tests. Selection of material required to be tested shall be by the laboratory or County's representative and not by Contractor.

2. Contractor shall notify County of the production of any material to be supplied and tested per Contract’s terms, as the County may at its discretion arrange for testing.

3. County will select and pay testing laboratory costs for all tests and inspection, except as provided elsewhere in this section.

B. Test reports.

1. One copy of all test reports shall be forwarded to the County by the testing agency. Such reports shall include all tests made, regardless of whether such tests indicate that the material is satisfactory or unsatisfactory. Sample taken but not tested shall also be reported. Records of special sampling operations as required shall also be reported. The reports shall show that the material or materials were sampled and tested in accordance with the requirements of (Title 24)

and with the approved specifications. Test reports shall show the specified design strength. They shall also state in a definitive manner whether or not the material or materials tested comply with requirements.

C. Verification of test reports.

1. Each testing laboratory shall submit to the County a verified report in duplicate covering all tests which were required to be by that laboratory during the progress of the project. Such report shall be submitted each time that work is suspended, covering the tests up to that time, and at the completion of the project, covering all tests.

D. Inspection.

1. The County shall at all times have access for the purpose of the inspection to all parts of the work and to the shops wherein the work is in preparation, and the Contractor shall at all times maintain proper facilities and provide safe access for such inspections.

2. The County shall have the right to reject materials and workmanship which are defective, or to require their correction. Rejected workmanship shall be satisfactorily corrected and rejected materials shall be removed from the premises without charge to the County. If the Contractor does not correct such rejected work within a reasonable time, to be agreed in writing, the County may correct same and charge all related expense to the Contractor.

3. Should it be considered necessary or advisable by the County at any time before final acceptance of the entire work to make an examination of work already completed by removing or tearing out the same, the Contractor shall on request promptly furnish all necessary facilities, labor and materials. If such work is found to be defective in any respect due to fault of the Contractor or his subcontractor, he shall defray all expenses of such examinations and of satisfactory reconstruction within Contract Time. If, however, such work is found to meet the requirements of the Contract, the additional cost of labor and material necessarily involved in the examination and replacement shall be reimbursed to the Contractor.

4. Reimbursement of Inspection Costs. Contractor shall reimburse the County all or any part of the actual excessive inspection costs incurred by the County due to any or all of the following.

a. Contractor's failure to complete the Work within the Contract Time and any previously authorized extensions thereof.

b. Claims between separate contractors.

c. Covering of any of the Work before the required inspections or tests are performed.

d. Extra inspections required for Contractor's correction of defective Work.

E. Inspector.

1. An Inspector employed by the County will be assigned to the Work.

2. Construction work at all stages of progress shall be subject to the personal continuous observation by the Inspector. He shall have free access to any or all parts of the work at any time. The Contractor shall provide the Inspector with reasonable facilities for obtaining such information as may be necessary to keep him fully informed respecting the progress and manner of the work and the character of the materials. Inspection of the work shall not relieve the Contractor from any obligation to fulfill this Contract.

* * *

SECTION 01 50 00

TEMPORARY FACILITIES

1 - GENERAL

1.01 DESCRIPTION

1.02 Office.
1.03 Storage structure.
1.04 Toilets.
1.05 Protection from Weather.
1.06 Utilities.
1.07 Construction signboards.
1.08 Temporary chain link fencing.
1.09 Temporary Walkways and Driveways
1.10 Storage of materials.
1.11 Parking.
1.12 Staging areas.

1.02 OFFICE

Contractor shall provide a separate office facility for County's use, of at least 150 square feet. Facility shall have a lockable exterior door, screened windows, heating and air conditioning, a six foot wide desk with drawers, plan tables, plan rack, bookcase, shelf, a minimum three drawer file cabinet and at least three chairs. This facility shall be provided in addition to Contractor's office.

1.03 STORAGE STRUCTURE

Contractor shall provide and maintain on the premises, where directed, watertight storage structure for all materials which might be damaged by weather, including storage facilities for concrete test samples or other material samples required for work.

1.04 TOILETS

Contractor shall install and maintain in a sanitary condition, suitable chemical toilets for use of workmen. Toilets shall be in a location approved by the Department. There shall be a minimum of one (1) toilet for each multiple of twenty (20) Contractor's employees, or fractional part thereof, working at the job site. The temporary restroom facilities shall be serviced a minimum of three (3) times a week.

1.05 PROTECTION FROM WEATHER

The existing building structure and interior finish and furnishings shall be protected from rain, dew, wind, and all other elements of the weather during periods when roof areas are unprotected by roofing or when breaches are present in exterior walls. Such areas shall be covered with weathertight tarpaulins or roofing materials firmly secured or by other approved methods. Refer to General Conditions. When, in the opinion of the Department, breaches in roof or wall areas afford access to unauthorized persons, the Contractor shall, at no additional expense to the County, construct at such breaches, substantial barricades of type and material as approved by the Department.

1.06 UTILITIES

The Contractor shall arrange for and provide all utility services necessary to the work, including electrical current for power and light, and water supplies; or at Contractor's option, he may use free of charge, available County utility services as may exist on the site. Motors connected to County electrical circuits shall not exceed 1/3 horsepower. Contractor shall provide, maintain and remove upon completion of work, all temporary connecting lines to sources of supplies, and temporary meters and accessories as needed.

The Contractor shall bear all expenses involved in the provisions of providing and connecting all temporary utility services. The County will assume payment for utility service charge at the time the various permanent meters are set. Refer to Project General Requirements section for permanent utility services.

1.07 CONSTRUCTION SIGNBOARDS

Refer to article entitled "Advertising" of the General Conditions. Prior to any ground breaking operation or in the case ground breaking is not required, within ten (10) days after award of contract, the Contractor shall furnish and erect two (2) identification signboards 4'-0 x 8'-0 in size, constructed of 3/4" exterior grade plywood within a frame, supported on posts, and adequately braced to resist wind stresses. The sign background shall be painted with two (2) coats of exterior type paint over a suitable primer and lettered with block letters professionally applied. The signboard shall set forth, in sequence, the following information with the layout as directed by the Department.

MAGIC JOHNSON PARK MAKE READY AND PARKING PROJECT
County of Los Angeles
Board of Supervisors

Holly J. Mitchell	2nd District
Hilda L. Solis	1st District
Lindsey P. Horvath	3rd District
Janice Hahn	4th District
Kathryn Barger	5th District

Joseph M. Nicchitta, Chief Executive Officer
Mark Pestrella, Director, Department of Public Works
Norma Edith García-Gonzalez, Director, Department of Parks and Recreation

Paul Murdoch Architects
Name of Contractor

In addition, individual signs of Contractors, subcontractors and materialmen may be displayed as approved.

Signs shall be promptly removed by the Contractor or by the owner, if individually owned, upon completion of the work. The size, construction, subject matter and location of all signs shall be subject to the approval of the Department.

1.08 TEMPORARY CHAIN LINK FENCING

1. The Contractor shall provide and maintain a 6 ft. high chain link fence around the construction area(s) consisting of 11 gauge (minimum) x 2" mesh chain link fabric attached to substantial steel pipes spaced at 10 feet on center maximum. Provide top and bottom tension wires and corner post bracing. Provide chain link gates with welded steel pipe frames and all hardware required for proper operation. Fencing shall not have any loose or easy to remove tie wires, hog rings, etc.

2. Provide and maintain the County specified chain link fence enclosures around each jobsite with vehicle and man gates as specified by the County.

3. Obtain and pay for all required permits and inspections. Construct in accordance with applicable codes and regulations of public agencies having jurisdiction.

1.09 TEMPORARY WALKWAYS AND DRIVEWAYS

A. All new temporary walkways shall be properly joined or tied in with existing walkways. All permanent walkways shall consist of concrete.

B. Areas where temporary walkways or driveways have been installed shall be returned to their condition prior to construction.

1.10 STORAGE OF MATERIALS

Storage of materials shall be only within areas designated by the Department.

1.11 PARKING

The Contractor and subcontractor employee parking is restricted to parking onsite or as approved by the County.

1.12 STAGING AREAS

Contractor shall coordinate with County for location, extent and type of construction staging areas.

* * *

SECTION 01 57 00

STORM WATER POLLUTION PREVENTION

PART 1 – GENERAL

1.1 Storm Water Pollution Prevention Plan (SWPPP).

Storm Water Pollution Prevention Plan is used if the project disturbs one (1) acre or more of soil and conforms to Risk Level 2.

1.1.1 Terms and Definitions.

1. **Active Areas of Construction –** are all areas subject to land surface disturbance activities related to the Project including, but not limited to, the Project site, staging areas, immediate access areas, and storage areas. Previously active areas will be considered active areas until temporary or final soil stabilization BMPs are implemented.

2. **Accumulated Precipitation Procedure (APP) –** the methods and procedures for management and discharge of accumulated precipitation on the Project site. A copy of the APP template is included as Exhibit E in Section E.3 of the Special Provision.

3. **Agency-Certified SWPPP** – a SWPPP that has been reviewed and certified by the Agency.

4. **Best Management Practices (BMPs) –** Temporary construction practices listed in table 1.1.5 (A), and identified in the California Stormwater Quality Association (CASQA) Construction BMP Handbook.

5. **BMP Handbook** – The edition of the Californi Stormwater Quality Association (CASQA) Construction BMP Handbook, in effect as of the date of advertisement of the Contract.

6. **BMP Checklist** – the LACPW BMP Checklist included as Exhibit E in Section E.1 of the Special Provisions.

7. **Exposed Soil -** native soil left exposed as the result of uncovering, removal of vegetation or pavement, grading, excavation, or any other construction activity. Soil protected with temporary soil stabilization BMPs will not be considered exposed soil.

8. **Final Stabilization** – the implementation of soil stabilization BMPs following the completion of Work.

9. **Inactive Disturbed Soil Areas (DSA) –** areas that have been disturbed and have not or will not be disturbed for at least 14 Days.

10. **Non-Storm Water Discharges -** discharges that do not originate from precipitation events.
11. **Non-Visible Pollutants** - pollutants associated with a specific Project site or activity that cannot be seen through observation and which can have a negative impact on water quality.

12. **Numeric Action Level (NAL)** - Numeric action level (250 NTU and 6.5-8.5 pH) at which the QSP shall evaluate whether the implemented BMPs are performing effectively or if corrective actions are required.

13. **TMDL Numeric Action Level** - TMDL numeric action levels as listed in Table H-2 of the CGP (Order No. 2022-0057-DWQ). An exceedance occurs on the second, and each subsequent, analytical result for samples taken from any and all discharge location(s) within the same drainage area, during the same reporting year that is above the concentration set forth in an applicable numeric action level.

14. **Passive Treatment** - the application of natural or synthetic chemicals and products to reduce turbidity in discharges through coagulation and flocculation. Passive treatment does not rely on computerized, enclosed systems with pumps, filters, and real-time controls. Passive treatment may include pumps where they are necessary to move water around the construction site. Passive treatment products are available in a variety of forms and may be land-applied for soil stabilization (e.g., bonded fiber matrixes, hydromulches) or wat
15. er-applied for sediment removal (e.g., liquid treatment chemicals, powders, slow-releasing solid blocks/socks).

16. **Perimeter Sediment Control BMPs** – a temporary sediment control BMP around the perimeter of the Project site used to prevent sediment discharges from storm water run-on or run-off.

17. **Probability of Precipitation (PoP**)- the likelihood, expressed as a percent, of a measurable precipitation event (1/100th of an inch) at a grid point during the indicated valid period.

18. **Qualified SWPPP Developer (QSD)** – an individual certified by the California Stormwater Quality Association (CASQA) as meeting the requirements of Order No. 2022-0057-DWQ to develop, revise, and amend SWPPPs.

19. **Qualified SWPPP Practitioner (QSP)** – an individual certified by the California Stormwater Quality Association (CASQA) as meeting the requirements of Order No. 2022-0057-DWQ.

20. **Qualifying Precipitation Event (QPE)** - any weather pattern that is forecast to have a 50 percent or greater Probability of Precipitation (PoP) and a Quantitative Precipitation Forecast (QPF) of 0.5 inches or more within a 24-hour period. The event begins with the 24-hour period when 0.5 inches has been forecast and continues on subsequent 24- hour periods when 0.25 inches of precipitation or more is forecast. Qualifying precipitation event forecast information shall be obtained from the National Weather Service Forecast (e.g., by entering the zip code of the Project location at https://forecast.weather.gov).

21. **Quantitative Precipitation Forecast (QPF)** - A spatial and temporal precipitation forecast that will predict the potential amount of future precipitation for a specified region, or area.

21. **Run-On -** storm water discharges that flow onto the Project site.

22. **Run-On Control BMPs -** BMPs used to divert or direct run-on either around or through the Project site.

23. **Surface Water Buffer** – Is a natural buffer and/or equivalent erosion and sediment controls when a water of the U.S., is located within 50 feet of the site's soil disturbances, unless infeasible.

24. **SWPPP Preparation Template -** shall be CASQA Construction BMP Handbook and the SWPPP Template for Traditional Construction Sites for the 2022 Construction Stormwater General Permit.

25. **Total Maximum Daily Load (TMDL)** - is the sum of the maximum amount of a pollutant that a waterbody can receive per day and still meet state water quality standards. It is the sum of the individual Waste Load Allocations (WLAs) for point sources, the load allocations for nonpoint and natural background sources, and the margin of safety.

26. **Turbidity** – The cloudiness of water quantified by the amount light traveling through a water column is scattered by suspended organic and inorganic particles as measured and reported in Nephelometric Turbidity Units (NTU).

1.1.2 Abbreviations.

Abbreviation	Word or Words
APP	Accumulated Precipitation Procedure
BMP	Best Management Practice
CGP	Construction General Permit (Order No. 2022-0057-DWQ)
ELAP	Environmental Laboratory Accreditation Program
NAL	Numeric Action Level
NEL	Numeric Effluent Limitations
NPDES	National Pollutant Discharge Elimination System

NTU.....Nephelometric Turbidity Unit
NOT .....Notice of Termination

Abbreviation	Word or Words
PoP	Probability of Precipitation
QPE	Qualifying Precipitation Event
QPF	Quantitative Precipitation Forecast
QSD	Qualified SWPPP Developer
QSP	Qualified SWPPP Practitioner
RWQCB	Los Angeles Regional Water Quality Control Board
SMARTS	Storm Water Multiple Application Reporting and Tracking System
SWPPP	Storm Water Pollution Prevention Plan
SWRCB	State Water Resources Control Board
TMDL	Total Maximum Daily Load
WDID	Waste Discharge Identification Number

1.1.3 General. The SWPPP shall conform to the requirement in these Special Provisions, the CASQA Construction BMP Handbook and the SWPPP and CSWMP Template for Traditional Construction Sites for the 2022 Construction Stormwater General Permit. The CASQA Construction BMP Handbook is *available* ***by subscription*** at:

http://www.casqa.org

No work having the potential to cause pollution, as determined by Engineer, shall be performed until the SWPPP has been reviewed and certified by the Agency and a Waste Discharge Identification Number (WDID) has been issued by the State Water Resources Control Board (SWRCB) Storm Water Multiple Application Reporting and Tracking System (SMARTS).

1.1.4 Regulatory Agency Requirements. The following permits shall be considered as reference documents:

a) Waste Discharge Requirements and National Pollutant Discharge Elimination System (NPDES) Permit for Municipal Separate Storm Sewer System (MS4) Discharges within the Coastal Watersheds of Los Angeles and Ventura Counties (Order No. R4-2021-0105, NPDES Permit No. CAS004001). Within the City of Long Beach, Order No. 99-060, NPDES Permit No. CAS004004.

b) National Pollutant Discharge Elimination System (NPDES) General Permit for Stormwater Discharges Associated with Construction and Land Disturbance Activities No. CAS000002, Order No. 2022-0057-DWQ for Risk Level 2.

c) Within the unincorporated areas of the County of Los Angeles, Los Angeles County Code, Chapter 12.80.

1.1.5 Best Management Practices (BMPs).

Note: The following BMPs requirements may be more stringent than what is included in the CASQA Construction BMP Handbook.

a) Minimum Requirements. The Contractor shall implement an effective combination of erosion and sediment controls and maintain the appropriate Construction Site BMPs shown in Table 1.1.5 (A). The BMPs shown in this table meet or exceed the Waste Discharge Requirements referenced in 1.1.4.

TABLE 1.1.5 (A)

Construction Site BMPs		
ID	**BMP Name**	**Minimum Requirement**
Temporary Soil Stabilization		
EC-1	Scheduling	**X**
EC-2	Preservation of Existing Vegetation	**X**
EC-3	Hydraulic Mulch	
EC-4	Hydro seeding	
EC-5	Soil Binders(1)	
EC-6	Straw Mulch	
EC-7	Geotextiles & Mats(2)	**X**
EC-8	Wood Mulching	
EC-9	Earth Dikes/Drainage Swales & Ditches	
EC-10	Outlet Protection/Velocity Dissipation Devices	
EC-11	Slope Drains	
EC-12	Stream bank Stabilization	
EC-14	Compost Blankets	
EC-15	Soil Preparation / Roughening	
EC-16	Non-Vegetative Stabilization	
Temporary Sediment Control		
SE-1	Silt Fence	**X**
SE-2	Sediment Basin	
SE-3	Sediment Trap	
SE-4	Check Dam	
SE-5	Fiber Rolls	**X**
SE-6	Gravel Bag Berm	**X**
SE-7	Street Sweeping and Vacuuming	**X**
SE-8	Sandbag Barrier	**X**
SE-10	Storm Drain Inlet Protection	**X**
SE-11	Active Treatment System	
SE-12	Manufactured Linear Sediment Controls	
SE-13	Compost Socks and Berms	
SE-14	Biofilter Bags	
Wind Erosion Control		
WE-1	Wind Erosion Control	**X**

Tracking Control		
TC-1	Stabilized Construction Entrance/Exit	**X**
TC-2	Stabilized Construction Roadway	
TC-3	Entrance/Outlet Tire Wash	
Non-Storm Water Management		
NS-1	Water Conservation Practices	**X**
NS-2	Dewatering Operations(3)	**X**
NS-3	Paving and Grinding Operations	**X**
NS-4	Temporary Stream Crossing	
NS-5	Clear Water Diversion(4)	
NS-6	Illicit Connection/ Discharge	**X**
NS-7	Potable Water/Irrigation	**X**
NS-8	Vehicle Equipment Cleaning	**X**
NS-9	Vehicle Equipment Fueling	**X**
NS-10	Vehicle Equipment Maintenance	**X**
NS-11	Pile Driving Operations	
NS-12	Concrete Curing	
NS-13	Concrete Finishing	
NS-14	Material Over Water	
NS-15	Demolition Adjacent to Water	
NS-16	Temporary Batch Plants	
Waste Management and Material Pollution Control		
WM-1	Material Delivery and Storage	**X**
WM-2	Material Use	**X**
WM-3	Stockpile Management	**X**
WM-4	Spill Prevention and Control	**X**
WM-5	Solid Waste Management	**X**
WM-6	Hazardous Waste Management	**X**
WM-7	Contaminated Soil Management	
WM-8	Concrete Waste Management	**X**
WM-9	Sanitary/Septic Waste Management	**X**
WM-10	Liquid Waste Management	**X**

(1) Soil binders shall not be used within any streambeds or waterbodies or areas that run-off will enter the streambeds or waterbodies, as determined by the Engineer. All soil binders shall be approved by the Engineer prior to use. Flocculants, coagulants, or other similar products shall not be used on the Work, unless approved by the Engineer.

(2) All temporary soil stabilization and temporary sediment control BMPs that contain plant material (including, but not limited to fiber rolls, erosions control blankets/mats, straw, mulch, and seeds mixes) shall be certified weed-free, biodegradable, and approved by the Engineer prior to use. Fiber rolls wrapped in “photodegradable” plastic netting will not be acceptable. If netting is used, it shall be flexible (e.g., “soft” hemp) so that wildlife does not become trapped in the netting.

Additional BMPs may be required as a result of actual field conditions, Contractor activities, or construction operations.

b) **Implementation Requirements.** Implementation shall conform to the requirements on the applicable BMP Fact Sheets and the following:

1) **Temporary Sediment Control**

i) Linear sediment controls shall be placed at appropriate locations along the perimeter of the site.

ii) Linear sediment controls shall be placed along the toe and face of inactive disturbed slopes (within 14 Days of inactivity), and at grade breaks of exposed soil in accordance with Table 1.1.5 (B).

TABLE 1.1.5 (B)

Slope Percentage	Maximum Spacing
≤ 1:20	Per QSD's Direction
1:20 to 1:4	35 feet
> 1:4 to ≤ 1:3	20 feet
> 1:3 to ≤ 1:2	15 feet
> 1:2	10 feet

iii) Stockpiles of soil shall be covered and surrounded by a berm of perimeter sediment controls prior to a Qualifying Precipitation Event and when not in use.

2) **Wind Erosion Control**

i) Wind erosion control BMPs shall be implemented in conformance with the requirements of the jurisdictional air quality regulatory agency.

3) **Tracking Control**

i) Each entrance to, and exit from, the Project site shall be stabilized per TC-1. Traffic entering/exiting the Project site shall be directed so as to only use such stabilized entrances/exits. Mud and/or sediment tracked onto paved surfaces shall be removed by the end of each Day.

4) **Waste Management and Material Pollution Control**

i) Material stockpiles shall be covered and bermed (surrounded by a berm) not when not actively being usedand prior to a Qualifying Precipitation Event.

ii) Stockpiles of temporary asphalt concrete (“cold mix”) shall be covered at all times.

iii) Solid waste shall be placed in containers and covered. Solid waste shall not be stockpiled.

iv) Stockpiles shall be removed from roadways at the end of each Day or as directed by the Engineer.

v) The Contractor shall have a minimum of 3 spill response cleanup on the Work site at all times.

vi) Spills and leaks shall be cleaned up within one hour after spillage.

vii) Concrete wast shall be considered as including, but not limited to, slurry, cement, wash waters, additives, or group. Concrete waste shall be contained in a concrete washout bin. At-grade and below-grade washouts are prohibited. There shall be no discharge of concrete washout or waste onto the underlying soil or surrounding areas.

viii) Secondary containment shall be provided for all sanitary facilities. The QSP shall conduct training for construction site staff for routine housekeeping and sanitary waste management BMPs of identified sources of bacteria (e.g., portable toilets, dumpsters, etc.).

ix) Drip pans or absorbent pads shall be used during all vehicle and equipment maintenance, and under all stationary equipment at all times.

x) Demolition materials shall be covered with an impermeable barrier such as, but not limited to, plastic sheeting prior to a Qualifying Precipitation Event to prevent known contaminants from being mobilized. If Contractor is unable to cover demolished material that was not previously investigated or found to be absent of applicable pollutants in reportable quantities shall sample for any non-visible pollutants that may be in stormwater discharges.

1.1.6 Submittals.

a) **General.** The SWPPP shall be prepared in accordance with the SWPPP Template, and submitted within 10 days of issuance of Notice to Proceed Part 1 (NTP1).

b) **Qualified SWPPP Developer (QSD)**. The SWPPP shall be prepared, certified and amended by QSD. A copy of the QSD’s certificate shall be included in Appendix I of the SWPPP submittal.

c) **Accumulated Precipitation Prcedure (APP)**. The SWPPP shall include an APP developed in accordance with the Accumulated Precipitation Procedure Template included in Exhibit E, Exhibit E.3.

1.1.7 Agency Review and Certification. The Agency may require corrections and/or revisions and one or mor e re-submittals prior to certification.

The Contractor shall submit a comment response table following the format below. The table shall be submitted with each re-submittal.

Comment No.	Comment	Response
Include the Agency comment number.	Repeat the comment.	Describe action taken to fully address the comment.

The term SWPPP, as used in Subsections 1.1.8 and thereafter, shall mean the SWPPP which has been reviewed by the Agency and includes the signed Legally Responsible Person (LRP) or Authorized Signatory Certification Page. A blank copy of this Certification Page shall be inserted in the SWPPP submittal (after the cover page) is included as Exhibit E (Attachment) at the end of this specification.

Contractor shall submit one electronic copy of the SWPPP in portable document format (pdf) of the SWPPP per 3-8. The pdf shall not exceed a file size of 75 MB.

The Agency will submit the NOI including the SWPPP to the SWRCB. The SWRCB and RWQCB may require revisions. The SWRCB or RWQCB has not established a time frame for review of the SWPPP and issuance of the WDID.

Review and certification by the Agency or regulatory agencies will not relieve the Contractor of the responsibility for the adequacy of the SWPPP nor for full compliance with all applicable Federal, State, and local laws and regulations governing water quality.

The Contractor shall maintain (1) one hard copy of the SWPPP and SWPPP amendments at the Work site. The SWPPP shall be made available to a representative of regulatory agencies upon request. Any requests by the public shall be directed to the Engineer.

1.1.8 SWPPP Amendments and Change of Information (COI). Amendments to the SWPPP shall be prepared and submitted for review and certification to the Agency within 5 Days of a request by the Engineer.

1.1.9 Implementation.

a) **General.** The Contractor shall be responsible for implementation of the SWPPP, all certified amendments, and these specifications from the date of issuance of the Notice to Proceed Part 2 until the Work is completed, and a Notice of Termination has been filed by the Agency. This includes weekends, holidays, non-Working Days, any periods of temporary suspension of the Work, or during any construction moratoriums. The Contractor shall be responsible for ensuring that all subcontractors, suppliers, vendors, or any other persons performing Work on this Contract complies with SWPPP and these specifications.

Implementation of the SWPPP shall conform to these specifications and the requirements in the CASQA Construction BMP Handbook per 1.1.3.

If the BMPs selected in the SWPPP do not result in conformance with these specifications, the Contractor shall implement additional BMPs as necessary.

b) **Sign Requirements.** The Contractor shall provide and install a sign at a location, approved by the Engineer, that is viewable and legible by the public from a safe, publicly accessible location. The sign shall include the following information:

i) Project name and WDID number;
ii) QSP's name and phone number; and
iii) Contractor's name and phone number.

The sign shall be 48-inches by 96-inches and constructed of 1-inch laminated plywood. The sign lettering shall be a minimum of 4-inches in height, with black text on a white background. The lower edge of the sign shall be mounted a minimum of 6-feet (maximum of 7 feet) above grade.

Details for the sign shall be included Section 1.3 of the SWPPP.

c) **Qualified SWPPP Developer (QSD)** The Contractor shall retain a QSD from the Issuance of Notice to Proceed Part 1 until the Work is completed, and a Notice of Termination has been filed by the Agency.

The Contractor shall ensure that a QSD performs the following visual inspections of the Work site:

1) Within 30 days of commencement of Work;
2) Within 30 days of a Contractor replacing a QSD;
3) Twice annually, once August through October and once January through March;
4) Within 7 calendar days after a numeric action level exceedance; and
5) As requested by the Engineer

d) **Qualified SWPPP Practitioner (QSP).** The Contractor shall designate retain a QSP from the Issuance of Notice to Proceed Part 1 until the Work is completed, and a Notice of Termination has been filed by the Agency. A copy of the QSP's certificate shall be included in Appendix I of the SWPPP.

The Contractor shall provide a QSP full-time on the Project site during all hours of the Work, and during Qualifying Precipitation Events. The QSP shall not delegate the responsibilities required by these specifications to a non-QSP.

The QSP shall have the responsibility and authority to fully implement the SWPPP.

e) **Accumulated Precipitation Procedure (APP).** The QSP shall implement the APP whenever a discharge of accumulated precipitation is necessary. The QSP shall notify the Engineer 24 hours prior to the scheduled discharge. Samples of accumulated precipitation shall be collected by the QSP and analyzed per Section 7.7 of the SWPPP or as directed by the Engineer prior to discharge.

f) **Visual Monitoring.** The QSP and/or QSD, as required, shall inspect the Work to ensure compliance with the SWPPP and these specifications; and shall document inspections on the BMP Checklist.

The QSP and/or QSD shall sign and submit one copy of the completed BMP Checklist to the Engineer within 24 hours of completing each inspection. One completed and signed copy of each BMP Checklist shall be kept with the SWPPP.

If any visual monitoring events required by the SWPPP are not conducted, the QSP shall notify the Engineer and the Environmental Compliance Unit (ECU) within 24 hours at oenrique@pw.lacounty.gov.

Contractor shall implement all BMP corrective actions within 24 hours.

1) **Rain Gauge Reading.** The QSP shall record the time, date, and rain gauge reading from the Agency's real-time rainfall data precipitation map, http://ladpw.org/wrd/precip/alert_rain/. If the rain event is a Qualifying Precipitation Event, the attach a copy to Appendix M.

2) **Water Quality Sampling and Analysis.** The QSP shall collect and analyze all water quality samples as required by the SWPPP. The QSP shall submit Monitoring Records (Appendix N) and Storm Event Monitoring Forms (Appendix O) the Engineer within 24 hours of the conclusion of each Qualifying Precipitation Event. Monitoring Record and Storm Event Monitoring Forms shall be completed for each Qualifying Precipitation Event regardless of whether samples were collected or not.

If any water quality samples are not collected during a sampling event required by the SWPPP, the QSP shall notify the Engineer and the Environmental Compliance Unit (ECU) within 24 hours at oenrique@pw.lacounty.gov

The QSP shall immediately evaluate the water sampling data. Data averaging is not permitted. If any single water sampling result exceeds the NALs and/or NELs, the QSP shall:

i. Notify the Engineer and the Environmental Compliance Unit (ECU) within 24 hours of any NAL Exceedance at oenrique@pw.lacounty.gov.
ii. Implement immediate corrective actions to address the cause of the exceedance and to prevent further exceedance.
iii. Prepare and submit a NAL exceedance report within 72 hours to the the Engineer.

3) **Annual Report.** The QSP shall prepare, sign, and submit to the Engineer an annual report for the reporting period of July 1 to June 30 of each year. The Annual Report Checklist and associated logs are included as Exhibit E at the end of this specification. The Annual Report shall include all BMP Checklists, Monitoring Records (Appendix N), and Storm Event Monitoring Forms (Appendix O), completed during the reporting period. If date of issuance of the Notice to Proceed occurs prior to June 30, the report shall be submitted no later than July 15 for the prior reporting period. If Work is completed and accepted prior to June 30, the report shall be submitted within 15 Days after being requested by the Engineer.

4) **Notice of Termination Report.** The QSP shall prepare, sign, and submit to the Engineer a Notice of Termination QSP Report within 15 days of the completion of Work.

The Notice of Termination QSP Report Checklist is included as Exhibit E.5 at the end of this specification and shall include a site map that includes the following:

i) Project boundaries and adjacent lands with labeled key features, such as roadways and waterbodies.
ii) Developed drainage basin boundaries and discharge location points.

iii) Site entrances and exits, lot boundaries, roads, structures, and features related to the project that may be used as a reference.

iv) Specific permanent erosion control BMPs, post-construction BMPs, and low impact development features.

v) Individual erosion control BMPs (including final landscaping) identified using hatch patterns, symbols, or shading unique to each BMP.

vi) Location and orientation of all photographs as required below.
The Notice of Termination QSP Report Checklist shall include the following photographs:

i) Photographs of each specific permanent erosion control BMPs, post-construction BMPs, and low impact development features.

ii) Photographs to document final site conditions and demonstrate compliance with post-construction requirements of the NPDES General Permit for Stormwater Discharges Associated with Construction and Land Disturbance Activities No. CAS000002, Order No. 2022-0057-DWQ for Risk Level 2.

1.1.10 Enforcement. The Contractor shall implement corrective actions identified by the Engineer, to maintain compliance with the SWPPP and these specifications. Corrective actions identified by the QSP, or the Engineer shall be implemented within 24 hours of being identified. The Engineer may direct certain corrective actions to be implemented immediately.

Failure of the Contractor to implement corrective actions within the time specified above will result in written notification from the Engineer in the form of a “Notice of BMP Noncompliance Form”.

Part 1 of the “Notice of BMP Noncompliance Form” will include:

a) Description and location of the non-compliance.

b) Date and time that the non-compliance was identified.

c) Description of the corrective actions(s) identified by the Engineer.

d) Date and time the required corrective action(s) shall be completed.

For each corrective action identified in Part 1 of the “BMP Noncompliance Form”, not implemented by the date and time indicated, the Engineer will issue Part 2 of the “Notice of BMP Noncompliance Form”.

For each corrective action identified in Part 2 of the “BMP Noncompliance Form” not implemented by the date and time indicated, the Engineer will deduct from the Contractor’s monthly progress payment, or final payment, $1,000 per day per corrective action until the corrective action is implemented.

If a BMP non-compliance results in a non-stormwater discharge to the storm drain system, channel, streambed, or any other waterbody as determined by the Engineer, it will result in an immediate penalty of $1,000 per day until the corrective action is implemented. **This penalty may be assessed without prior written notification and may result in suspension of the Work.**

Repeat, or flagrant, non-compliance, as determined by the Engineer, will result in immediate penalty of $1,000 per day until corrective action is implemented. This penalty may occur without prior written notification and may result in suspension of the Work.

The Contractor shall be responsible for the costs and for the liabilities imposed by law as a result of its failure to fully-comply with these specifications. Costs and liabilities include, but are not limited to, fines, penalties and damages whether assessed against the Agency or the Contractor. In addition, the Engineer will deduct from any monies due to the Contractor, the total amount of any legal fees, staff costs, and consultant fees incurred as a result of the Contractor's non-compliance with these specifications.

1.1.11 Payment. Payment for preparation of the SWPPP and revisions to the SWPPP shall be considered as included in the Stipulated Unit Price for "PREPARATION OF THE SWPPP (STIPULATED UNIT PRICE OF $5,000)."

Payment for implementation of the SWPPP and amendments to the SWPPP shall be considered as included in the lump sum Bid Price for "IMPLEMENTATION OF THE SWPPP."

Payment shall include, but not limited to:

a) Providing a full-time QSP on the Project site during all hours of the Work and Qualifying Precipitation Events per 1.1.9.d, providing a QSD to perform inspections per 1.1.9.c, and all QSD/QSP training per 1.1.1.

b) Performing all visual monitoring per 1.1.9.f.

c) Providing, installing, and removing project signage per 1.1.9.b.

d) Furnishing, installing, maintaining, removing, and disposing of all BMPs per 1.1.5, including all corrective actions per 1.1.

e) APP implementation per 1.1.9.e.

f) Conducting and reporting all water quality sampling and analysis data per 1.1.9.f.2 including NAL/NEL Exceedance Reports,

g) Preparing and submitting Annual Reports, including revisions per 1.1.9.f.3.

h) Preparing and submitting Notice of Termination QSP Report per 1.1.9.f.4.

i) Subscription to CASQA BMP Manuals

If the BMPs selected in the certified SWPPP do not meet the performance standards of these special provisions, the Contractor shall implement additional BMPs and amend the SWPPP at no additional cost to the Agency.

Payment will be prorated on a monthly basis over the duration of the Contract. The final payment will not be made until the Engineer has filed a Notice of Termination (NOT).

ATTACHMENT:

Exhibit E – Documentation Required to Supplement the CASQA SWPPP

- Exhibit E.1 – Best Management Practices (BMP) Checklist
- Exhibit E.2 – LACPW 2022 CGP Cover Sheet and Certification Page
- Exhibit E.3 – Accumulated Precipitation Procedure (APP) Template
- Exhibit E.4 – Annual Report Checklist
- Exhibit E.5 – Notice of Termination Reporting Checklist

Revised: 03/2024

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Exhibit E

Documentation Required to Supplement the CASQA SWPPP

Exhibit E.1 - Best Management Practices (BMP) Checklist

Exhibit E.2 - LACPW 2022 CGP Cover Sheet and Certification Page

Exhibit E.3 - Accumulated Precipitation Procedure (APP) Template

Exhibit E.4 - Annual Report Checklist

Exhibit E.5 - Notice of Termination Reporting Checklist

Note: Electronic files of these documents are available on request.

EXHIBIT E.1

LOS ANGELES COUNTY PUBLIC WORKS
STORMWATER QUALITY DIVISION
BEST MANAGEMENT PRACTICES (BMP) CHECKLIST

Project Name: _____ PCA No.: _____ Report No: _____

Contractors Name: _____ Project ID No.: _____ Inspection Time: _____

QSP Name: _____ PM/CM Name: _____ Inspection Date: _____

Signature: _____ Signature: _____ Report Date: _____

Inspection Type: ☐ Weekly ☐ Pre-Storm ☐ Post-Storm ☐ During ☐ Other_____

Stage of construction: ☐ Utilities ☐ Grading/excavation/drilling ☐ Paving/general construction ☐ Vertical ☐ Final landscaping/stabilization

Approximate area of construction exposed (acres): _____ Are SWPPP amendments necessary? ☐ Yes ☐ No

Construction activities completed (add additional pages if needed): _____

Are all paved roads that provide access to the project inspected daily for tracking of sediment and other debris? ☐ Yes ☐ No

Are there any odors, sheens, turbidity, floating or suspended materials, discoloration on any water discharges? ☐ Yes ☐ No ☐ N/A

If yes, describe the source:_____

Weather Information:

Was precipitation present during inspection? ☐ Yes ☐ No Precipitation Amount (in.) _____

Beginning date/time of the QPE: _____ Rain Guage Station: _____

Duration of the QPE (days:Hrs): _____ End Date/Time of QPE: _____

Erosion Conrol BMPs

Included in SWPPP?		BMP Description		Deployed on Site?		Adequately designed /implemented?			Maintained/ effective?			Location/Deficiencies/Corrective Actions/Implementation Dates
Yes	No			Yes	No	Yes	No	N/A	Yes	No	N/A	
☐	☐	EC-1	Scheduling	☐	☐	☐	☐	☐	☐	☐	☐	
☐	☐	EC-2	Preserve Existing Vegetation	☐	☐	☐	☐	☐	☐	☐	☐	
☐	☐	EC-3	Hydraulic Mulch	☐	☐	☐	☐	☐	☐	☐	☐	
☐	☐	EC-4	Hydroseeding	☐	☐	☐	☐	☐	☐	☐	☐	
☐	☐	EC-5	Soil Binders	☐	☐	☐	☐	☐	☐	☐	☐	
☐	☐	EC-6	Straw Mulch	☐	☐	☐	☐	☐	☐	☐	☐	
☐	☐	EC-7	Geotextiles & Mats	☐	☐	☐	☐	☐	☐	☐	☐	
☐	☐	EC-8	Wood Mulching	☐	☐	☐	☐	☐	☐	☐	☐	
☐	☐	EC-9	Earth dikes/drainage swales and	☐	☐	☐	☐	☐	☐	☐	☐	
☐	☐	EC-10	Outlet Protection/Velocity Dissipation	☐	☐	☐	☐	☐	☐	☐	☐	
☐	☐	EC-11	Slope Drains	☐	☐	☐	☐	☐	☐	☐	☐	
☐	☐	EC-12	Streambank Stabilization	☐	☐	☐	☐	☐	☐	☐	☐	
☐	☐	EC-14	Compost Blankets	☐	☐	☐	☐	☐	☐	☐	☐	
☐	☐	EC-15	Soil Preparation / Roughening	☐	☐	☐	☐	☐	☐	☐	☐	
☐	☐	EC-16	Non-Vegetative Stabilization	☐	☐	☐	☐	☐	☐	☐	☐	

Temporary Sediment Control BMPs

Yes	No			Yes	No	Yes	No	N/A	Yes	No	N/A	
☐	☐	SE-1	Silt Fence	☐	☐	☐	☐	☐	☐	☐	☐	
☐	☐	SE-2	Desilting Basin	☐	☐	☐	☐	☐	☐	☐	☐	
☐	☐	SE-3	Sediment Trap	☐	☐	☐	☐	☐	☐	☐	☐	
☐	☐	SE-4	Check Dam	☐	☐	☐	☐	☐	☐	☐	☐	
☐	☐	SE-5	Fiber Rolls	☐	☐	☐	☐	☐	☐	☐	☐	
☐	☐	SE-6	Gravel Bag Berm	☐	☐	☐	☐	☐	☐	☐	☐	
☐	☐	SE-7	Street Sweeping and Vacuuming	☐	☐	☐	☐	☐	☐	☐	☐	
☐	☐	SE-8	Sandbag Barrier	☐	☐	☐	☐	☐	☐	☐	☐	
☐	☐	SE-10	Storm Drain Inlet Protection	☐	☐	☐	☐	☐	☐	☐	☐	
☐	☐	SE-12	Manufact. Linear Sediment Controls	☐	☐	☐	☐	☐	☐	☐	☐	
☐	☐	SE-13	Compost Socks and Berms	☐	☐	☐	☐	☐	☐	☐	☐	
☐	☐	SE-14	Biofilter Bags	☐	☐	☐	☐	☐	☐	☐	☐	

Wind Erosion Control BMPs

Included in SWPPP?		BMP Description		Deployed on Site?		Adequately designed /implemented?			Maintained/ effective?			Location/Deficiencies/Corrective Actions/Implementation Dates
Yes	No			Yes	No	Yes	No	N/A	Yes	No	N/A	
☐	☐	WE-1	Wind Erosion Control	☑	☐	☐	☐	☐	☐	☐	☐	

Tracking Control BMPs

Included in SWPPP?		BMP Description		Deployed on Site?		Adequately designed /implemented?			Maintained/ effective?			Location/Deficiencies/Corrective Actions/Implementation Dates
Yes	No			Yes	No	Yes	No	N/A	Yes	No	N/A	
☐	☐	TC-1	Stabilized Construction Entrance/Exit	☐	☐	☐	☐	☐	☐	☐	☐	
☐	☐	TC-2	Stabilized Construction Roadway	☐	☐	☐	☐	☐	☐	☐	☐	
☐	☐	TC-3	Entrance/Outlet Tire Wash	☐	☐	☐	☐	☐	☐	☐	☐	

Temporary Non-Storm Water BMPs

Included in SWPPP?		BMP Description		Deployed on Site?		Adequately designed /implemented?			Maintained/ effective?			Location/Deficiencies/Corrective Actions/Implementation Dates
Yes	No			Yes	No	Yes	No	N/A	Yes	No	N/A	
☐	☐	NS-1	Water Conservation Practices	☐	☐	☐	☐	☐	☐	☐	☐	
☐	☐	NS-2	Dewatering Operations	☐	☐	☐	☐	☐	☐	☐	☐	
☐	☐	NS-3	Paving and Grading Operations	☐	☐	☐	☐	☐	☐	☐	☐	
☐	☐	NS-4	Temporary Stream Crossing	☐	☐	☐	☐	☐	☐	☐	☐	
☐	☐	NS-5	Clear Water Diversion	☐	☐	☐	☐	☐	☐	☐	☐	
☐	☐	NS-6	Illicit Connection/ Illegal Discharge	☐	☐	☐	☐	☐	☐	☐	☐	
☐	☐	NS-7	Potable Water/ Irrigation	☐	☐	☐	☐	☐	☐	☐	☐	
☐	☐	NS-8	Vehicle and Equipment Cleaning	☐	☐	☐	☐	☐	☐	☐	☐	
☐	☐	NS-9	Vehicle and Equipment Fueling	☐	☐	☐	☐	☐	☐	☐	☐	
☐	☐	NS-10	Vehicle and Equipment Maintenance	☐	☐	☐	☐	☐	☐	☐	☐	
☐	☐	NS-11	Pile Driving Operations	☐	☐	☐	☐	☐	☐	☐	☐	
☐	☐	NS-12	Concrete Curing	☐	☐	☐	☐	☐	☐	☐	☐	
☐	☐	NS-13	Concrete Finishing	☐	☐	☐	☐	☐	☐	☐	☐	
☐	☐	NS-14	Material Over Water	☐	☐	☐	☐	☐	☐	☐	☐	
☐	☐	NS-15	Demolition Adjacent to Water	☐	☐	☐	☐	☐	☐	☐	☐	
☐	☐	NS-16	Temporary Batch Plants	☐	☐	☐	☐	☐	☐	☐	☐	

Temporary Materials Management BMPs

Included in SWPPP?		BMP Description		Deployed on Site?		Adequately designed /implemented?			Maintained/ effective?			Location/Deficiencies/Corrective Actions/Implementation Dates
Yes	No			Yes	No	Yes	No	N/A	Yes	No	N/A	
☐	☐	WM-1	Material Delivery and Storage	☐	☐	☐	☐	☐	☐	☐	☐	
☐	☐	WM-2	Material Use	☐	☐	☐	☐	☐	☐	☐	☐	
☐	☐	WM-3	Stockpile Management	☐	☐	☐	☐	☐	☐	☐	☐	
☐	☐	WM-4	Spill Prevention and Control	☐	☐	☐	☐	☐	☐	☐	☐	
☐	☐	WM-5	Solid Waste Management	☐	☐	☐	☐	☐	☐	☐	☐	
☐	☐	WM-6	Hazardous Waste Management	☐	☐	☐	☐	☐	☐	☐	☐	
☐	☐	WM-7	Contaminated Soil Management	☐	☐	☐	☐	☐	☐	☐	☐	
☐	☐	WM-8	Concrete Waste Management	☐	☐	☐	☐	☐	☐	☐	☐	
☐	☐	WM-9	Sanitary/Septic Waste Management	☐	☐	☐	☐	☐	☐	☐	☐	
☐	☐	WM-10	Liquid Waste Management	☐	☐	☐	☐	☐	☐	☐	☐	

Attach photos as needed

EXHIBIT E.2

LOS ANGELES COUNTY PUBLIC WORKS
STORMWATER QUALITY DIVISION
LEGALLY RESPONSIBLE PERSON (LRP)
OR AUTHORIZED SIGNATORY
CERTIFICATION PAGE

Insert Project Name

Insert Project ID

This signed Certification Page certifies that this SWPPP and all other Permit Required Documents (PRDs) have been approved and accepted to be in accordance with the requirements of the contract Special Provisions and the Construction General Permit.

The Legally Responsible Persons (LRPs) for the Los Angeles County of Public Works, Project Management Division III, has designated Oscar R. Enriquez as their Authorized Signatory.

Signature	Date
Oscar R. Enriquez	(626) 300-4779
Supervisor, Environmental Compliance Unit	Telephone Number

EXHIBIT E.3

LOS ANGELES COUNTY PUBLIC WORKS
STORMWATER QUALITY DIVISION
ACCUMULATED PRECIPITATION PROCEDURE
(APP)

Project Name	
Project ID	
Contractor Name	

REQUIRED TEXT:

Accumulated Precipitation Procedure (APP)

This project may accumulate precipitation due to: [Insert brief description of how precipitation may be trapped on site such as in low lying areas, planned excavations or other means where it may be necessary to discharge water to the storm drain system or water body.]. No accumulated water will be discharged without implementing this Accumulated Precipitation Procedure (APP).

Areas Expected to Accumulated Precipitation

[Describe in detail the areas that are expected to accumulate rain water on the construction site. These locations are shown on WPCD [insert WPCD page number]

BMPs Selected for Accumulated Precipitation

[Describe BMPs that are selected for the project that will ensure the discharge of accumalated precipitation meet to NALs/NELs identiifed in the SWPPP.]

Alternative Disposal Option(s) for not Discharging Accumulated Precipitation

[Describe options for not discharging accumulated precipitation offsite such as storing the water on site, infiltration, using the water for dust control or other methods.]

Inspection Prior to Discharge

After a precipitation event, water that has accumulated in the excavation that may need to be discharged. The water shall be inspected to determine whether it has come into contact with any other pollutants (e.g., spilled fuel, contaminated soil, etc.) prior to discharge. If other pollutants are suspected, the water will be handled in accordance with BMP WM-10 liquid waste management for disposal off site.

Discharge BMPs and Location(s)

If sediment is the only potential pollutant, the accumulate precipitation will be [Describe how NS-2 Dewatering Operations BMPs will be implemented including a description of the selected BMPs and equipment utilizied to meet the NALs/NELs in the SWPPP.]

[Describe location(s) of the discharge such as to the gutter, drain inlet, water body, etc. Include BMPs for erosion control and velocity dissipation at the discharge point points where erosion could occur.]

Notifications

The Contractor shall notify the Engineer as follows:

- A minimum of 24 hours prior to each discharge of accumulated precipitation.
- Malfunction of BMPs or equipment used for the discharge of accumulated precipitation.
- Exceedance of any NAL/NELs.
- Revisions to the APP.

Inspection, Maintenance, and Repair

The accumulated precipitation discharge and associated BMPs and equipment will be continuously monitored during discharge events and documented on the BMP Checklist.

The flow path or conveyance will be inspected and cleaned of all sediment, debris, and trash. In the event that the BMPs or equipment are not functioning adequately, the discharge will be terminated until revised or repaired to function adequately. This may require a revision to this APP and approved by the Engineer.

Sampling and Analysis

Prior to the discharge of accumulated precipitation, the QSP shall sample and analyze all discharge in accordance with Section 7.7 of the SWPPP. The QSP shall continue to sample and analyze discharge every 24 hours until the discharge is complete.

The results shall be submitted to the Engineer and maintained in the SWPPP. If the analysis indicates an exceedance of any NALs/NELs then the discharge shall not commence or be immediately terminated.

_____	_____
QSP/QSD Signature	Date
_____	_____
QSP/QSD Name (printed)	QSP/QSD Certificate No.

EXHIBIT E.4

LOS ANGELES COUNTY PUBLIC WORKS
STORMWATER QUALITY DIVISION
ANNUAL REPORT CHECKLIST

Project Name	
Project WDID	
Contractor Name	
Reporting Period: From Date (dd/mm/yy) to Date (dd/mm/yy)	

Complete the following Checklist:

Reporting Period	**Yes**	**No**
Was Contractor Active for 3 Months or more during this Reporting Period?		

General Information	
QSD Name and Certificate Number.	
QSP Name and Certificate Number.	
Provide names and Certificate Numbers of additional QSPs or QSDs that performed inspections or sampling.	

Visual Inspections	**Yes**	**No**
Were all visual inspections performed per the SWPPP and General Permit? Attach the “Inspection Log” and all BMP Checklists.		
Were there any visual inspection exceptions? If Yes, attach the “Inspection Exception Log”.		
Note: For "Inspections Exceptions", please refer to Attachment D (III.B.1) of the CGP for conditions that exempt performing inspections. If these conditions are not met, then inspections are required.		

Sampling Events	**Yes**	**No**	**Response**
How many Qualifying Precipitation Events occurred during this reporting period? Attach completed Rain Gauge Readings (Appendix M) of the SWPPP.			
How many of these Qualifying Precipitation Events were sampled? Attach completed Storm Event Monitoring Forms (Appendix O) of the SWPPP.			
Did visual inspections trigger any Non-Visual Pollutants/TMDL Sampling Events per Section 7.71 of the SWPPP? If Yes, how many?			
How many of these Non-Visual Pollutants/TMDL Sampling Events were sampled? Attach completed Attach completed Effluent Sampling Field Log Sheets and COC Forms (Appendix O) of the SWPPP.			
Were any dewatering activities conducted? If Yes, how many?			
If yes, were these dewatering activities conducted under the requirements of the 2022 CGP or a separate NPDES Permit			
If Yes, how many of these Dewatering Events were sampled? Attach completed Effluent Sampling Field Log Sheets and COC Forms (Appendix O) of the SWPPP.			
Where all Monitoring Records and Storm Event Monitoring Forms submitted to the Engineer within 24 hours of the conclusion of each Sampling Event.			

Sampling Events (continued)	Yes	No	Response
Were there any sampling events missed? If Yes, attach the “Sampling Exception Log”.			
Were there any sampling violations? If Yes, attach the “Violations Log”.			
Was the Engineer notified of any sampling violations with 24 hours? If Yes, attach documentation of notification.			
Note: For "Sampling Exceptions", refer to Attachment D (III.B.1) of the CGP for conditions that exempt sampling. If these conditions are not met, then sampling is required.			

Violations	Yes	No
Were there any of the following General Permit violations? If Yes, identify below and attach the “Violations Log”.		
Deficient BMP Implementation?		
Deficient Reports?		
Effluent Violations?		
Incomplete/Insufficient SWPPP?		
Unauthorized NSWD?		
Other?		
Was the Engineer notified of any General Permit violations with 24 hours? If Yes, attach documentation of notification.		

Corrective Actions	Yes	No
Were any Corrective Actions required? If Yes, attach the “Corrective Action Log”.		
Were there any Unimplemented Corrective Actions? If Yes, attach the “Unimplemented Corrective Action Log”.		

Penalty of Perjury Statement. "I declare under the penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. The information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

QSP/QSD Signature _____ Date _____

QSP/QSD Name (printed) _____ QSP/QSD Certificate Number _____

LOS ANGELES COUNTY PUBLIC WORKS
STORMWATER QUALITY DIVISION
ANNUAL REPORT – INSPECTION LOG

Inspection Type[(1)]	Name of QSP/QSD	Date (MM/DD/YYYY)	Time (HH24:MIN)	Location	Additional Comments

(1) Inspection Type: Weekly, Pre-Storm, During Strom, or Post-Storm

LOS ANGELES COUNTY PUBLIC WORKS
STORMWATER QUALITY DIVISION
ANNUAL REPORT – INSPECTION EXCEPTIONS LOG

Inspection Type[(1)]	Name of QSP/QSD	Date (MM/DD/YYYY)	Time (HH24:MIN)	Location	Explanation of Missed Inspection

(1) Inspection Type: Weekly, Pre-Storm, During Strom, or Post-Storm

LOS ANGELES COUNTY PUBLIC WORKS
STORMWATER QUALITY DIVISION
ANNUAL REPORT – SAMPLING EXCEPTIONS LOG

Sampling Type[(1)]	Name of QSP/QSD	Date (MM/DD/YYYY)	Time (HH24:MIN)	Location	Explanation of Missed Sampling

(1) Sampling Type: Stormwater Discharge Sampling, Receiving Water Sampling, Non-Visible Sampling, or Dewatering

LOS ANGELES COUNTY PUBLIC WORKS
STORMWATER QUALITY DIVISION
ANNUAL REPORT – VIOLATIONS LOG

Violation Type[1]	Description	Reported By[2]	Date (MM/DD/YYYY)	Time (HH24:MIN)	Location	Additional Comments

(1) Violation Type: Deficient BMP Implementation, Deficient Report, Effluent Violation, Incomplete/Insufficient SWPPP, Unauthorized NSWD, or other.
(2) Reported By: Contractor's QSP/QSD, Public Works, Local Agency, or 3rd Party.

LOS ANGELES COUNTY PUBLIC WORKS
STORMWATER QUALITY DIVISION
ANNUAL REPORT – CORRECTIVE ACTIONS LOG

Corrective Action /Compliance Activity	Description	Performed By	Date (MM/DD/YYYY)	Time (HH24:MIN)	Location	Additional Comments

LOS ANGELES COUNTY PUBLIC WORKS
STORMWATER QUALITY DIVISION
ANNUAL REPORT – UNIMPLEMENTED CORRECTIVE ACTIONS LOG

Corrective Action/Compliance Activity Not Performed	Explanation	Date (MM/DD/YYYY)	Time (HH24:MIN)	Location	Additional Comments

EXHIBIT E.5

LOS ANGELES COUNTY PUBLIC WORKS
STORMWATER QUALITY DIVISION
NOTICE OF TERMINATION
QSP REPORT CHECKLIST

Project Name	
Project WDID	
Contractor Name	

The QSP shall prepare, sign, and submit to the Engineer a Notice of Termination Report within 15 days of the completion of Work. Check each box below to verify the requirement is included in the NOT report.

The Notice of Termination Report shall include a site map containing the following:

- ☐ Project boundaries and adjacent lands with labeled key features, such as roadways and waterbodies.
- ☐ Developed drainage basin boundaries and discharge location points.
- ☐ Site entrances and exits, lot boundaries, roads, structures, and features related to the project that may be used as a reference.
- ☐ Specific permanent erosion control BMPs, post-construction BMPs, and low impact development features.
- ☐ Individual erosion control BMPs (including final landscaping) identified using hatch patterns, symbols, or shading unique to each BMP.
- ☐ Location and orientation of all photos used to document final site conditions and demonstrate compliance with post-construction as required below.

The Notice of Termination Report shall include the following photographs:

- ☐ Photographs of each specific permanent erosion control BMPs, post-construction BMPs, and low impact development features.
- ☐ Photographs to document final site conditions and demonstrate compliance with post-construction requirements of the National Pollutant Discharge Elimination System (NPDES) General Permit for Stormwater Discharges Associated with Construction and Land Disturbance Activities No. CAS000002, Order No. 2022-0057-DWQ.

QSP Signature	Date
QSP Name (printed)	QSP Certificate Number

SECTION 01 57 19

TEMPORARY AND ENVIRONMENTAL CONTROLS

SECTION 1 - GENERAL

1.1 SUMMARY

A. This section establishes general control requirements for protection of land and water resources; control of noise, dust, and debris, and other environmental pollution; regulation traffic, and control of other activities of the Contractor and the Contractor's subcontractors in performance of the work of the contract.

B. The Contractor shall be responsible for providing and obtaining approval of a Storm Water Prevention Pollution Plan per Section 01 57 00.

1.2 DEFINITIONS

A. Environmental pollution and damage mean the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; affect other species of importance to human life; affect other species of importance to humanity; or degrade the utility of the environment for aesthetic, cultural, or historical purposes.

B. Sediment means soil and other debris that have been eroded and transported by storm or well production runoff water.

C. Inert solids/inert waste means non-liquid solid waste including, but not limited to, soil and concrete, that does not contain hazardous waste or soluble pollutants at concentrations in excess of water-quality objectives established pursuant to Division 7 of the California Water Code and does not contain significant quantities of decomposable solid waste.

D. Inert fill means a permitted facility that accepts inert waste such as asphalt and concrete exclusively.

E. Construction and demolition waste includes solid waste such as building materials, packaging, rubbish, debris, and rubble resulting from construction, remodeling, repair, and demolition operations.

1. Rubbish includes both combustible and noncombustible wastes such as paper, boxes, glass, crockery, metal and lumber scrap, tin cans, and bones.

2. Debris includes both combustible and noncombustible waste such as leaves and tree trimmings that result from construction or maintenance and repair work.

F. Class III landfill means a landfill that accepts nonhazardous waste such as household, commercial, and industrial waste, including construction, remodeling, repair, and demolition operations.

G. Chemical waste includes petroleum products, bituminous materials, salts, alkalis, herbicides, pesticides, organic chemicals, and inorganic waste.

H. Sanitary Wastes:

1. Garbage includes refuse and scraps resulting from preparation, cooking, distribution, or consumption of food.

2. Sewage means domestic sanitary sewage.

1.3 SUBMITTALS

A. Comply with pertinent provisions of Section 01 33 00.

B. Environmental Protection Program: Prior to commencement of the work of this contract, compile and submit to the County the written environmental protection program proposed by the Contractor for compliance with requirements of this section, as defined under paragraph 1.4 below. Meet with the County to review the proposed environmental protection program, make changes in the plan, and secure the County's approval of the written environmental protection program, prior to commencement of the work.

C. Storm Water Pollution Prevention Plan: Prior to beginning any demolition or excavation on Projects greater than one acre, the Contractor shall prepare a Storm Water Pollution Prevention Plan (SWPPP) and submit it to County as required in Section 01 57 00. The Contractor will also obtain and become familiar with the latest edition of the Los Angeles County Department of Public Works Construction Site Best Management Practices (BMP's) Manual. The BMP Manual presents specific guidance on selecting practices that reduce pollutants in storm water discharges from construction activities.

1.4 QUALITY CONTROL

A. Use adequate numbers of skilled workmen thoroughly trained and experienced in the necessary crafts and completely familiar with the specified requirements and methods needed for proper performance of the work of this section. Comply with all pertinent Federal, State, and local regulations pertaining to water, air, solid waste, and noise pollution. Request the subcontractors to comply with the provisions of this section.

B. Environmental Protection Program:

1. After award of the contract and, prior to commencement of the work, schedule and conduct a meeting with the County representatives to discuss solid waste management and environmental protection, recycling, and rebate programs required in connection with the work.

2. Not more than twenty-one (21) calendar days after the meeting, prepare and submit a written and/or graphic Solid Waste Management and Environmental Protection Plan including, but not necessarily limited to:

a. List of Federal, state and local laws, regulations, and permits concerning environmental protection, pollution control, noise abatement, and noise control that are applicable to the Contractor’s proposed operations.

b. Procedures to be implemented to provide the required environmental protection and to comply with applicable laws and regulations.

c. Location or locations of solid waste disposal areas proposed to be used by the Contractor, with statement as to current permits or licenses issued to those disposal areas.

d. Contractor’s proposed procedures for recycling and re-use of materials.

e. Contractor’s proposed participation in rebate programs.

f. Revise and submit the Solid Waste Management and Environmental Protection Plan as required by the County.

g. Approval of the Contractor's Waste Management and Environmental Protection Plan will not relieve the Contractor of responsibility for adequate and continuing control of pollutants and other environmental protective measures.

3. With each application for progress payment, submit a summary of solid waste generated by the construction and demolition operations.

a. Submit on form copied from the example at the end of this section on a different form acceptable to the County.

b. Include copies of all manifests, weight tickets, receipts, and invoices specifically identifying the work and waste materials from recycling centers, class III landfills, and inert fills.

C. Prepare and maintain a 3-ring binder with rebate information and product identification as required for the County to qualify for rebate programs; submit the binder with final closeout submittals.

D. Storm Water Pollution Prevention Plan:

a. The Contractor will begin preparing the SWPPP per Section 01 57 00 immediately after the receipt of Notice to Proceed No.1. The Contractor and the County will meet not more than twenty-one (21) calendar days after NTP No.1 to review the SWPPP.

b. The Contractor will comply with Best Management Practices (BMP) outlined in the Los Angeles County Department of Public Works Construction Site Best Management Practices (BMP's) Manual.

c. The Contractor will be responsible for training and implementing the SWPPP and BMPs during construction per Section 01 57 00. The Contractor will schedule and conduct inspections with oversight agencies upon their request.

d. The Contractor will be responsible for amending the SWPPP as required by Section 01 57 00 of these special provisions.

SECTION 2 - PRODUCTS

2.1 MATERIALS

Except for materials proposed by the Contractor for compliance with the requirements of this Section, and approved in advance by the County, no materials are needed.

SECTION 3 - EXECUTION

3.1 PROTECTION OF LAND RESOURCES

A. It is intended that land resources within boundaries of the project, but outside the limits of permanent work performed under this contract, shall be preserved in their present condition or be restored to a condition after completion of construction that will appear to be natural and not detract from the appearance of the project.

B. Insofar as possible, confine activities of the Contractor to pertinent areas defined on the drawings or elsewhere in the Contract Documents. Maintain natural drainage patterns. Conduct construction activities in such a manner that ponding or stagnant water conducive to mosquito breeding habitat will not occur at any time.

C. Land Resources: Do not remove, cut, deface, injure, or destroy trees or other vegetation outside the work area limits. Do not remove, cut, deface, injure, or destroy trees or other vegetation inside the work area limits except as permitted by the County and where land resources are damaged by the Contractor, promptly replace or repair to the approval of the County and at the Contractor's expense.

D. Tree Trimming: In accordance with recognized standards for such work, trim and seal tree limbs overhanging the line of the work and in danger of being damaged by the Contractor's operations. Remove other tree limbs as directed by the County so the tree will present a balanced appearance. Roots: Do not cut any roots unnecessarily during excavating or trenching operations, expose roots 75 mm (3 inches) in diameter of larger, encountered in the course of excavation, and do not sever but wrap them in burlap as a protective measure while exposed, and at the edge of the excavation or trench, neatly trim all roots 25 mm (1 inch) in diameter or larger that are severed in the course of excavation and paint them with a heavy coat of tree seal approved by the County.

E. When and as directed by the County obliterate all signs of temporary construction such as work areas, structures, foundation of temporary structures, stockpiles of excess or waste materials, and other vestiges of construction; Level all temporary roads, parking areas, and other areas which have become compacted or shaped; At unpaved areas where vehicles are operated, provide a suitable surface treatment or wet down periodically to prevent dust from becoming a nuisance, keep haul roads clear of objects which create unsafe conditions, and promptly remove contaminants and construction materials dropped from construction vehicles.

F. Do not drop mud and debris from construction vehicles onto public streets; sweep turning areas and pavement entrances as needed.

3.2 NOISE CONTROL: Do not permit noise levels exceeding the following:

A. Trenchers, pavers, graders, and trucks: 90 dBA at 50 feet as measured under the noisiest operating conditions.

B. All other equipment: 85 dBA at 50 feet.

C. Use whisper type generators as approved by the County.

D. Jack Hammers: Equip with exhaust mufflers and steel muffling sleeves; Use whisper type air compressors as approved by the County.

E. Operations: Keep noise equipment as far as possible from noise-sensitive site boundaries, do not leave machines idling, use electric power in lieu of internal combustion engine power when practicable; Maintain equipment in a manner to reduce noise from excessive vibration, faulty mufflers, and similar sources, provide mufflers on all engines, and schedule operations to minimize their duration at any given location.

F. Monitoring: As needed, provide portable sound metering devices meeting requirements of ANSI S1.4 for Type 2 sound level meters. Promptly locate and correct noncomplying noise levels.

G. Contractor shall take all practical measures to minimize, or eliminate, if possible, airborne and structure borne noise generated from construction activities. Contractor shall comply with the ground vibration limits as specified by ANSI S3.29-1983.

H. The use of explosives and riveting will be prohibited.

3.3 RECYCLING REQUIREMENTS

Implement a recycling program which includes separate collection of waste materials. Refer to technical specifications for recycling of building materials via an on-site crushing operation.

3.4 ARCHAEOLOGICAL FINDINGS DURING CONSTRUCTION

There are no known archaeological remains at the project site. Should skeletons, artifacts, or other archaeological remains be uncovered: Suspend operations of this contract at the site of discovery, continue operations in other areas, and notify the County immediately of the finding. Should the discovery site require archaeological studies resulting in delays and/or additional work, the Contractor will be compensated by an adjustment under pertinent provisions of the contract.

3.5 BURNING RUBBISH AND DEBRIS

Do not permit open burning of rubbish, debris, and/or other combustibles on the site.

3.6 DUST CONTROL/AIR QUALITY

A. Contractor shall prevent airborne debris and dust generated during construction activities from traveling outside the area of work in accordance with SCAQMD Rule 403. All loose materials being hauled onto or out of the site in open truck beds or trailers shall be covered in accordance with State of California Vehicle code Section 23114. Wheels of all vehicles shall be cleaned prior to leaving the Project site.

B. County and City of Los Angeles streets shall be kept free of construction dirt and debris at all times by use of street sweeping equipment. The degree of cleanliness to be maintained will be determined by the County.

C. Contractor shall water down all construction activities, such as excavation that create dust.

D. The Contractor shall provide temporary dust proof enclosures to ensure that particulate matter does not migrate outside of enclosed work areas to adjacent occupied hospital areas. The Contractor’s means and methods shall dictate the exact method used to comply with this requirement.

E. Maintain and operate construction equipment so as to minimize exhaust emissions. During construction, the site shall be watered and all equipment cleaned once a day to reduce particulate and dust emissions.

F. The Contractor shall not allow any construction equipment with an internal combustion engine to idle more than five (5) minutes in accordance with California Vehicle Code § 2485 (diesel).

3.7 COMPLIANCE

A. The County will notify the Contractor in writing of any observed noncompliance with the provisions of this section and will describe actions to be taken. Such notice, when delivered to the Contractor or his authorized representative at the job site, will be deemed sufficient for the purpose. Immediately upon receipt of such notice, initiate the required action or actions.

B. Noncompliance: If the Contractor fails or refuses to comply promptly, the County may issue an order stopping all or part of the work of this contract until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of a claim for extension of time or for excess costs or damages by the Contractor unless it was determined that the Contractor was in compliance.

3.8 TRAFFIC REGULATION

A. Traffic Maintenance: Determine the routing of construction vehicles before starting work, based on restrictions indicated on the drawings and the safeguards and procedures necessary to carry out the work. In addition be responsible for controlling construction traffic within and adjacent to the site, provide all entrances, lifts and safeguards required necessary to the progress of the work, and effectively control such traffic to provide minimum hazard to the work and all persons, route all construction equipment, trucks, and similar vehicles via existing public streets to and from the site as approved by the governing authorities and the Construction Access Plan.

B. Obtain and pay for permits and inspections necessitated by the use of public streets, sidewalks, curbs, and paving. Post guarantees and bonds that may be required, repair and make good any damages thereto, acceptable to the authorities having jurisdiction, construct and maintain temporary walks and bridges for pedestrians. Keep streets adjacent to the site open to vehicular and traffic.

C. Maintain constant access for police, fire, and ambulance service.

D. Provide and maintain proper control of traffic and safety of all concerned. All necessary barricades, suitable and sufficient lights, reflectors, and danger signals, warning and closure signs, directional and detour signs, and whatever additional measures necessary.

E. Indicate on a 24-hour basis all restricted and dangerous conditions existing on or adjacent to the site, illuminate barricades, danger signals, warning signs and obstructions and night and keep waning lights burning from one hour before sunset and until one hour after sunrise.

3.9 Parking: Do not permit parking on site to interfere with activities related to the performance of the work. The Contractor is responsible for providing offsite parking for all Contractor construction personnel at no additional cost to the County, if the Contractor's parking area provided by the County does not allow enough parking spaces for construction personnel.

END OF SECTION

SECTION 01 60 00

PRODUCT HANDLING

PART 1 – GENERAL

1.1 DESCRIPTION

A. Work Included: Products scheduled for use in the Work by means including, but not necessarily limited to, those described in this Section.

B. Related Work:

1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.

2. Additional procedures also may be prescribed in other Sections of these Specifications.

1.2 QUALITY ASSURANCE

A. Include within the Contractor's written quality assurance program such procedures as are required to assure full protection of work and materials.

1.3 MANUFACTURERS' RECOMMENDATIONS

A. Except as otherwise approved by the Architect, determine and comply with manufacturer's recommendations on product handling, storage, and protection.

1.4 PACKAGING

A. Deliver products to the job site in their manufacturer's original container, with labels intact and legible.

B. Maintain packaged materials with seals unbroken and labels intact until time of use.

C. Promptly remove damaged material and unsuitable items from the job site, and promptly replace with material meeting the specified requirements, at no additional cost to the County.

D. The Architect may reject as non-complying such material and products that do not bear identification satisfactory to the Architect as to manufacturer, grade, quality, and other pertinent information.

1.5 PROTECTION

A. Protect unfinished surfaces, including jambs and soffits or openings used as passageways, through which equipment and material are handled.

B. Provide protection for finished floor surfaces in traffic areas prior to allowing equipment or materials to be moved over such surfaces.

C. Maintain finished surfaces clean, unmarred, and suitably protected until accepted by the County.

1.6 REPAIRS AND REPLACEMENTS

A. In the event of damage, promptly make replacements and repairs to the approval of the Architect and at no additional cost to the County.

B. Additional time required to secure replacements and to make repairs will not be considered by the Architect to justify an extension in the Contract Time of Completion.

END OF SECTION

SECTION 01 74 19

CONSTRUCTION AND DEMOLITION DEBRIS RECYCLING FOR LOS ANGELES COUNTY PROJECTS

PART 1 GOAL

Consistent with the County's efforts to comply with the California Integrated Waste Management Act of 1989 (Public Resources code, Section 40000 et seq.), one goal of this project is to reduce, reuse, and/or recycle the construction and demolition debris generated by the project in accordance with Los Angeles County Code, Chapter 20.87, Construction and Demolition Debris Recycling and Reuse.

PART 2 GENERAL DEBRIS RECYCLING REQUIREMENTS

2.1 Prior to the commencement of construction, the Contractor shall submit to the Los Angeles County Public Works, Environmental Programs Division (EPD), a Construction and Demolition Recycling and Reuse Plan (RRP) via EPIC-LA.

2.2 Contractor shall submit a RRP for any work done for or on behalf of the County that generates C&D debris.

PART 3 DEBRIS RECYCLING REQUIREMENTS FOR ANY WORK DONE FOR OR ON BEHALF OF THE COUNTY

3.1 The RRP submitted in accordance with Paragraph 2.2 of this Section must demonstrate that the Contractor will reduce, reuse, and/or recycle the C&D debris generated by the project. The RRP must demonstrate that the project will deliver debris to an approved facility for recycling or reuse of at least 70% of the mixed and inert debris and 100% of soil and land clearing debris generated by the project. A list of approved facilities is available on the CND website under reference materials (dpw.lacounty.gov/epd/CD/cd_attachments/Recycling_Facilities.pdf).

The RRP must also identify proper recycling or disposal of 100% of universal waste generated by alteration or renovation projects.

3.2 As part of the Contractor's request for final payment, the Contractor shall submit a Final Compliance Report to EPD for review and approval.

The Final Compliance Report shall include information and documentation as set forth in the Section D of the C&D Recycling and Reuse Guidelines.

3.3 As part of the approval of the final payment, EPD will review the Final Compliance Report to determine if the Contractor documented the quantity of debris generated, reused, and recycled, and achieved a recycling/reuse rate at least 70% by weight and of mixed and inert debris and 100% of soil debris generated and disposed during the project duration.

3.4 If EPD determines that the applicant has not provided sufficient documentation to show that all of the project C&D Debris and universal waste included in the RRP, were properly recycled, reused and/or disposed, within one year of the completion of the project plus any additional time provided by Public Works for the correction of any deficiencies, or if the documentation indicates that the project C&D debris and universal waste were not properly recycled, reused and/or disposed, EPD will calculate the applicable penalty in accordance with the penalty schedule below:

Tons of C&D Not Recycled and Not Reported	Penalty Amount	
For up to the first ton	$ 100	fixed amount; plus, as applicable, amounts below
From above the first ton up to 15 tons	$ 60	per ton (or fraction thereof); plus, as applicable, amounts below
From above 15 tons up to 45 tons	$ 45	per ton (or fraction thereof); plus, as applicable, amounts below
From above 45 tons	$ 30	per ton (or fraction thereof)

PART 4 COST

Cost of compliance with the C&D Ordinance shall be considered as included in the Contractor's lump sum base bid.

SECTION 01 74 23

FINAL CLEANING

1.00 GENERAL

1.01 DESCRIPTION

A. Principal work in this Section:

1. Keep premises, adjacent private properties and public properties free from accumulations of waste, debris and rubbish caused by construction operations.

2. At completion of work, remove waste materials, rubbish, tools, equipment, machinery and surplus materials, and clean all exposed surfaces.

1.02 SAFETY REQUIREMENTS

A. Standards: Maintain Project in compliance with State and local safety and insurance standards.

B. Hazard control:

1. Store volatile waste in covered metal containers and remove from premises daily.

2. Prevent accumulation of waste that creates hazardous conditions.

C. Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.

1. Do not burn or bury rubbish and waste materials on Project site.

2. Do not dispose of volatile waste such as mineral spirits, oil, or paint thinner in storm or sanitary drains. Store in containers with tight-fitting lids and remove to legal dump site.

3. Special reference is made to the Los Angeles County Department of Public Works Storm Water Pollution Control Requirements for Construction Sites which require implementation of the NPDES standards. The cost of implementing the NPDES standards and adhering to the Storm Water Pollution Control Requirements must be included in the lump sum bid for the Project.

2.00 PRODUCTS (Not applicable)

3.00 EXECUTION

3.01 DURING CONSTRUCTION

A. Remove or paint over, as appropriate to the substrate, graffiti on the site or surrounding fence daily.

B. Wet down materials and rubbish to lay dust and prevent it from blowing.

C. Provide on-site covered containers for collection of waste materials, debris and rubbish. Provide a collection can at each location used as an eating area. Pick up all garbage daily.

D. Remove waste materials, debris and rubbish from site and legally dispose of at legal public or private dumping areas off County's property.

E. Handle materials in a controlled manner with as few handlings as possible.

F. Comply with the County of Los Angeles Department of Health design /construction and maintenance risk assessment: Policies and Procedures Infection Control Policy Guidelines Procedure No.918.01.

3.02 FINAL CLEANING

A. In preparation for Substantial Completion conduct final inspection of all work.

B. Repair, patch and touch-up marred surfaces to specified finish to match adjacent surfaces.

C. Contaminated earth:

1. Final clean-up operation includes the removal and disposal of earth contaminated or unsuitable for support of plant life in planting areas, and filling of resulting excavations with suitable soil.

2. Contaminated areas include those used for disposal of waste concrete, mortar, plaster, masonry, and similar materials, areas in which washing out of concrete and plaster mixers or washing of tools and like cleaning operations have been performed, and areas that have been oiled, paved, or chemically treated.

3. Do not dispose of waste oil, solvents, paints, solutions, or like penetrating material by depositing or burying on County's property. All material shall be disposed of in accordance with all regulatory requirements.

D. Broom clean paved surfaces; rake clean other surfaces of grounds.

E. Keep Project clean until Final Acceptance by the County.

END OF SECTION

SECTION 01 77 00

CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Sections of the Specifications, apply to this section.

1.02 SUMMARY

This section includes administrative and procedural requirements for contract closeout including, but not limited to, the following:

A. Inspection procedures.
B. Project record document submittal.
C. Operation and maintenance manual submittal.
D. Submittal of warranties.
E. Final cleaning.

1. Closeout requirements for specific construction activities are included in the appropriate sections.

1.03 SUBSTANTIAL COMPLETION

A. Preliminary Procedures: Before requesting inspection for certification of Substantial Completion, complete the following. List exceptions in the request:

1. In the application for payment that coincides with, or first follows, the date substantial completion is claimed, show one hundred (100) percent completion for the portion of the Work claimed as substantially complete.

a. Include supporting documentation for completion as indicated in these Contract Documents and a statement showing an accounting of changes to the contract sum.

b. If one hundred (100) percent completion cannot be shown, include a list of incomplete items, the value of incomplete construction, and reasons the Work is not complete.

2. Prepare and deliver to the County a completion list enumerating all items of work not complete, the work required to complete the items of work, the reason that each item is not complete, the action taken by the Contractor to complete all other work in light of the item at work remaining, and the date that the item of work will be completed.

3. Advise the County of pending insurance changeover requirements.

4. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications, and similar documents.

5. Obtain and submit releases enabling the County unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.

6. Submit record drawings, operation and maintenance manuals, project photographs, damage or settlement surveys, property surveys, and similar final record information.

7. Deliver tools, spare parts, extra stock, and similar items.

8. Make final changeover of permanent locks and transmit keys to the County. Advise the County's personnel of changeover in security provisions.

9. Complete startup testing of systems and instruction of the County's operation and maintenance personnel. Discontinue and remove temporary facilities from the site, along with mock-ups, construction tools, and similar elements.

10. Complete final cleanup requirements, including touch-up painting.

11. Touch up and otherwise repair and restore marred, exposed finishes.

B. Inspection Procedures: On receipt of a request for inspection, the County and the Architect will either proceed with inspection or advise the Contractor of unfilled requirements. The Architect will prepare the Certificate of Substantial Completion following inspection or advise the Contractor of construction that must be completed or corrected before the certificate will be issued.

1. The County and the Architect will repeat inspection when requested and assured that the Work is substantially complete. If, after making such reinspection, the County determines that the work is not substantially complete, the Contractor shall be responsible for the cost that the County and the Architect incurred in the performance of

additional inspections for the purpose of determining Substantial Completion.

2. Results of the completed inspection will form the basis of requirements for final acceptance.

1.04 FINAL ACCEPTANCE

A. Preliminary Procedures: Before requesting final inspection for certification of final acceptance and final payment, complete the following.

1. Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include insurance certificates for products and completed operations where required.

2. Submit an updated final statement, accounting for final additional changes to the contract sum.

3. Submit a certified copy of the Architect's final inspection list of items to be completed or corrected, endorsed, and dated by the Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance and shall be endorsed and dated by the Architect.

4. Submit final meter readings for utilities, a measured record of stored fuel, and similar data as of the date of Substantial Completion or when the County took possession of and assumed responsibility for corresponding elements of the Work.

5. Submit consent of surety to final payment.

6. Submit a final liquidated damages settlement statement, if applicable.

7. Submit evidence of final, continuing insurance coverage complying with insurance requirements.

B. Reinspection Procedure: The County will reinspect the Work upon receipt of notice that the Work, including inspection list items from earlier inspections, has been completed.

1. Upon completion of reinspection, the County will prepare a certificate of final acceptance. If the Work is incomplete, the Architect will advise the Contractor of Work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance.

2. If necessary as a result of defective or incomplete work, reinspection will be repeated, and the Contractor shall be responsible for the related costs incurred by the County and the Architect.

1.05 RECORD DOCUMENT SUBMITTALS

A. General: Do not use record documents for construction purposes. Protect record documents from deterioration and loss in a secure, fire-resistant location. Provide access to record documents for the Architect's reference during normal working hours.

B. Record Drawings: Maintain hard copy sets of clean, updated and undamaged Contract Drawings and Shop Drawings, reflecting the latest versions submitted electronically on the agreed document management platform. Ensure that Shop Drawings are cross-referenced to the Contract Drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date.

Organize hard copy record drawing sheets into manageable sets. Bind sets with durable-paper cover sheets and print suitable titles, dates, and other identification on the cover of each set.

C. Record Specifications: Maintain one (1) complete and updated hard copy of the Project Manual, including addenda., reflecting the latest version submitted electronically on the agreed document management platform. Include with the Project Manual one (1) hard copy of other written construction documents, such as Change Orders and modifications issued in printed form during construction.

Upon completion of the Work, submit record Specifications to the Architect for records.

D. Record Product Data: Maintain one (1) hard copy of each product data submittal. Note related Change Orders and markup of Record Drawings and Specifications.

E. Record Sample Submitted: Immediately prior to Substantial Completion, the Contractor shall meet with the Architect and the County's Project Manager at the Project site to determine which samples are to be transmitted to the County for record purposes. Comply with the County's instructions regarding delivery to the County's sample storage area.

F. Miscellaneous Record Submittals: Refer to other Specification Sections for requirements of miscellaneous record keeping and submittals in connection

with actual performance of the Work. Immediately prior to the date or dates of Substantial Completion, complete miscellaneous records and place in good order. Identify miscellaneous records properly and bind or file, ready for continued use and reference. Submit to the Architect for records.

G. Maintenance Manuals: Organize operation and maintenance data as described in Section 01 78 23, Operations and Maintenance manuals.

PART 2 - PRODUCTS

Not Applicable

PART 3 - EXECUTION

3.1 CLOSEOUT PROCEDURES

A. Operation and Maintenance Instructions: Arrange for each Installer of equipment that requires regular maintenance to meet with the County's personnel to provide instruction in proper operation and maintenance. Provide instruction by manufacturer's representatives if installers are not experienced in operation and maintenance procedures. Include a detailed review of the following items:

1. Maintenance manuals.
2. Record documents.
3. Spare parts and materials.
4. Tools.
5. Lubricants.
6. Fuels.
7. Identification systems.
8. Control sequences.
9. Hazards.
10. Cleaning.
11. Warranties and bonds.
12. Maintenance agreements and similar continuing commitments.

B. As part of instructions for operating equipment, demonstrate the following procedures:

1. Startup.
2. Shutdown.
3. Emergency operations.
4. Noise and vibration adjustments.
5. Safety procedures.
6. Economy and efficiency adjustments.

7. Effective energy utilization.

C. See additional requirements for training in the specification sections.

* * *

SECTION 01 78 23

OPERATIONS AND MAINTENANCE

PART 1 - GENERAL

1.01 WORK INCLUDED

A. To aid the continued instruction of operating and maintenance personnel, and to provide a positive source of information regarding the products incorporated into the Work, furnish and deliver the data described in this Section and in other Sections of Division 1.

1.02 SUBMITTALS

A. Submit three (3) copies of a preliminary draft of the proposed Manual or Manuals to the County Project Manager for review and comments.

B. Unless otherwise directed in other Sections, or in writing by the County Project Manager, submit five (5) copies of the final Manual along with (1) copy of Manual in the latest MS Word version and on dedicated flash drive to Architect prior to indoctrination of operation and maintenance personnel.

PART 2 - PRODUCTS

2.01 INSTRUCTION MANUALS

A. Where Instruction Manuals are required to be submitted under other Sections of these Specifications, prepare in accordance with the provisions of this Section.

B. Format:

1. Size: 8-1/2" x 11" and PDF on dedicated USB flash drive

2. Paper: White bond, at least 20-lb. Weight

3. Test: Neatly written or printed

4. Drawings: 11" in height preferable; bind in with text; foldout acceptable; larger drawings acceptable but to fit within the Manual and provide a drawing pocket inside rear cover or bind in with test.

5. Sheets: Separate each portion of the Manual with neatly prepared flysheets briefly describing content of the ensuing portion; flysheets may be in color.

6. Measurements: Provide measurements in U.S. standard units such as feet and inches, lbs., and cfm; where items may be expected to be measured within ten years in accordance with metric formula, provide additional measurements in the "International Systems of Units" (SI).

C. Provide front and back covers for each Manual, using durable material approved by Engineer and clearly identified on or through the cover with at least the following information:

OPERATING AND MAINTENANCE INSTRUCTIONS

- Name and address of Work
- Name of Contractor
- General Subject of Manual
- Space for approval signature of Architect and approval date

D. Contents: Include at least the following:

1. Neatly typewritten index near the front of the Manual, giving immediate information as to location within the Manual of emergency information regarding the installation.

2. Complete instructions rearing operation and maintenance of equipment.

3. Complete nomenclature of parts of equipment.

4. Complete nomenclature and part number of replaceable parts, name and address of nearest vendor, and all other data pertinent to procurement procedures.

5. Copy of guarantees and warranties issued.

6. Manufacturers' bulletins, cuts, and descriptive data as applicable, clearly indicating the items included in the installation and deleting those that are not relevant to the installation.

7. Such other data as required in applicable Section of these Specifications.

PART 3 - EXECUTION

3.01 PREPARATION OF MANUAL

A. General

1. Prepare data in the form of an instructional Manual.

2. When multiple binders are used, correlate data into related, consistent groupings.

B. Include a directory for each product. Provide names, address and telephone numbers of Contractor, sub-contractor, suppliers, installers and authorized service and parts suppliers. Format as follows:

1. General Contractor: _____
   Address: _____
   Telephone No.: _____
   Person to Contact: _____

2. Subcontractor:
   Address: _____
   Telephone No.: _____
   Person to Contact: _____

3. Installer: _____
   Address: _____
   Telephone No.: _____
   Person to Contact: _____

4. Manufacturer:_____
   Address:_____
   Telephone No.: _____
   Person to Contact:

5. Local Service Representative: _____
   Address: _____
   Telephone No.: _____
   Person to Contact: _____

C. Identify each product by its name and other identifying symbols as set forth in Contract Documents.

1. Product Data: Include only those sheets pertinent to specific product. Clearly identify relevant data, line out inapplicable test.

2. Drawings: Supplement product data with drawings as necessary. Coordinate drawings with relevant information in Project records to ensure correct illustration of completed installation.

3. Written test, as required to supplement product data for installation.

4. Submittal format and content: Provide each of the following items, as applicable, for each required items or system. Requirements will vary, depending on the equipment. Refer also to specific Specification Section requirements.

5. System description: Provide a detailed narrative description of each system, describing function, components, capacities, controls and other data specified and including the following:

    a. Number of Parts
    b. Sizes
    c. Type of operation
    d. Detailed operating instructions, including start up and shutdown of each system, with indications for position of controls, as applicable.

6. Wiring diagrams: Complete wiring diagrams for internally wired components including controls.

7. Operating sequence: Describe in detail.

8. Manufacturers' data: Provide catalog data sheets, specifications, nameplate data and parts list.

9. Preventative maintenance: Provide manufacturers' detailed maintenance recommendations.

10. Troubleshooting: Provide manufacturers' sequence for troubleshooting procedures for any operational problems.

11. Extra parts: Provide a listing of extra stock parts furnished as part of the Contract.

12. Warranties: Provide specific manufacturer's warranty. List each component and control covered, with day and date warranty begins, date of expiration, name, address and telephone number of persons to contact regarding problems during warranty period.

13. Provide operating and maintenance data on work required by the Scope of Work.

3.03 INSTRUCTION OF COUNTY'S PERSONNEL

A. Prior to final inspection and acceptance, instruct County's designated and maintenance personnel in operation, adjustment and maintenance of products equipment and systems.

B. Operation and Maintenance Manual shall constitute the basis of instruction.

* * *

SECTION 01 78 36

GUARANTEES AND WARRANTIES

PART 1 GENERAL

1.01 REQUIREMENTS

A. Section Includes: Requirements for the compilation and submittal of guarantees, warranties, and other specified documents.

1. Compile specified guarantees and warranties.
2. Compile specified service and maintenance contracts.
3. Co-execute submittals when so specified.
4. Review submittals to verify compliance with Contract Documents.
5. Submit to County's Project Manager for review with transmittal.

B. Related Sections:

1. Section 01 33 00 Submittals.

1.02 SUBMITTAL REQUIREMENTS

A. General: Make submittals in accordance with the relevant requirements of Section 01 33 00.

B. Requirements:

1. Assemble warranties, bonds, and service and maintenance contracts, executed by each of the respective manufacturers, suppliers and subcontractors.

2. Submit two (2) original, signed copies, each.

3. Table of Contents: Neatly typed, in orderly sequence. Provide complete information for each item.

a. Product or work item.
b. Firm, with name of principal, address and telephone number.
c. Scope.

d. Date of beginning of warranty, bond, or service and maintenance contract.
e. Duration of guarantee, warranty, or services and maintenance contract.
f. Provide information for County personnel:
(1) Proper procedure in case of failure.
(2) Instances which might affect the validity of guarantee or warranty.
g. Contractor, name of principal responsible, address, and telephone number.

1.03 FORM OF SUBMITTALS

A. Prepare in duplicate packets.

B. Format:

1. Size 8 1/2-inches by 11-inches, punch sheets for standard 3-ring binder.

2. Fold larger sheets to fit into binders.

3. Cover: Identify each packet with typed or printed title (GUARANTEES AND WARRANTIES).

List:
a. Title or project.
b. Name of Contractor.

C. Binders: Commercial quality, three-ring, with durable and cleanable plastic covers.

1.04 TIME OF SUBMITTALS

A. For equipment or component parts of equipment put into services during progress of construction:

1. Submit documents within ten (10) days after inspection and acceptance.

B. Otherwise make submittals within ten (10) days after Date of Substantial Completion, prior to final request for payment.

C. For items of work, where acceptance is delayed materially beyond Date of Substantial Completion, provide updated submittal within ten (10) days after acceptance, listing date of acceptance as start of guarantee/warranty period.

1.05 SUBMITTALS REQUIRED

A. Submit guarantees, warranties, and service and maintenance contracts as specified in the applicable sections of these Specifications.

* * * *

SECTION 01 78 39

PROJECT RECORD DOCUMENTS

PART 1 GENERAL

1.1 SUMMARY

A. Project Record Documents shall be electronic, in PDF format and shall include:

1. Marked-up copies of Contract Drawings.

2. Marked-up copies of Shop Drawings.

3. Newly prepared Drawings.

4. Marked-up copies of Specifications, addenda and Change Orders.

5. Marked-up Product Data submittals.

6. Record Samples.

7. Field records for variable and concealed conditions.

8. Record information on Work that is recorded only schematically.

B. Maintenance of Documents and Samples: Store record documents and Samples in the field office apart from Contract Documents used for construction. Do not permit Project Record Documents to be used for construction purposes. Maintain record documents in good order, and in a clean, dry, legible condition. Make documents and Samples available at all times for inspection by the Architect.

1.2 RECORDING

A. Record drawings shall include dimensions from not less than two permanent and salient building points.

B. Incorporate changes and modifications to the Documents as they occur. Do not wait until the end of the Project.

C. The Architect will periodically review record documents to assure compliance with this requirement.

1.3 PROCEDURES

A. Promptly following Contract award, Contractor shall secure from the County the Specifications and Contract Drawings on the approved document management platform and mark them as "Project Record Documents."

B. Timing of Entries: Make entries within 24 hours after receipt of information.

C. Contractor shall be responsible for maintaining and recording changes to the “Project Record Document" set.

D. Do not use "Project Record Documents" set for any purpose except for the entry of new data and for review by the Architect and County Inspector. Maintain separate job sets for subcontractors and workers’ daily use.

E. Maintain one (1) hard copy of the "Project Record Documents" set at job site location as designated by the Architect.

F. Use all means necessary to protect "Project Record Documents" set from deterioration, loss or damage until completion of work.

G. Any edit on the "Project Record Documents" Drawings: shall be made electronically clearly describing the change by note and by graphic line as required. Call attention to the edit by a "cloud" around area or areas affected. In even of overlapping changes, different colors may be used for each change.

1. Changes due to approved change orders may be indicated by referencing change order number and scope of change in lieu of revising "Project Record Documents".

2. Location and depth below finish grade or above ceilings and attic spaces of utilities shall be fully dimensioned and indicated on "Project Record Documents". Dimensions shall be taken to building lines of permanent landmarks.

H. The Architect's acceptance of of the updated "Project Record Documents" shall be a prerequisite to the Architect's approval of requests for progress payments and request for final payment.

1. Progress Approvals: Prior to submitting each request for progress payments, secure the County Inspector's acceptance of the updated "Project Record Documents."

2. Prior to submitting request for final payment and final inspection, Contractor shall submit the "Project Record Documents" set to the County Inspector, with transmittal letterfor apcceptance and further processing.

3. The Contractor shall certify that the "Project Record Documents" are complete and accurately reflect all changes or modifications to the original Construction Documents.

SECTION 02 41 13 - SITE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SECTION INCLUDES

A. Demolition and removal as indicated on Drawings and as required to accommodate new work, including, but not limited to:

1. Saw-cutting and removal of asphalt concrete paving.
2. Removal and capping of underground utilities.
3. Saw-cutting and removal of curbs, site walls and planter walls.
4. Removal of electrical items, including lights, boxes, vaults, audio boxes, and cables.
5. Removal of plumbing items including fixtures, drains, etc.
6. Removal of miscellaneous signage, posts and foundations.

B. Salvage of existing materials, products, and equipment as indicated on Drawings.

1.3 RELATED WORK SPECIFIED ELSEWHERE

A. Division 02 Section “Structure Demolition”.

B. Division 31 Section "Site Clearing".

C. Division 31 Section "Grading".

D. Division 31 Section "Excavation and Fill for Utilities".

E. Division 31 Section "Excavation and Fill for Structures".

F. Division 32 Section "Asphalt Concrete Paving".

G. Division 32 Section "Site Concrete Work".

1.4 PROJECT CONDITIONS

A. Dust control:

1. Use all means necessary to prevent spread of dust during performance of work. Thoroughly allay dust at all times.
2. Use of reclaimed water shall conform to requirements and guidelines of governing health authorities and be specifically approved by Owner.

B. Burning on-site: Not permitted.

C. Protection: Use all means necessary to protect existing objects designated to remain, including structures, utilities, flora, and trees. In the event of damage to existing objects designated to remain, repair or replace objects to satisfaction of Owner.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Provide materials, equipment, shoring, and appurtenances of every kind required for completion of demolition work, including barricades, handrails, and waste receptacles.

B. Explosives: Not permitted.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine surfaces for conditions that will adversely affect execution, permanence, and quality of work.

B. Do not proceed with work until unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Job site examination:

1. Prior to commencing work, examine entire job site for objects designated to be removed and protected, and limits of demolition.
2. Locate existing active utility lines and provide for their protection.

B. Clarification:

1. Drawings do not indicate all objects existing on job site.
2. Before commencing work, verify with Owner which objects are to be removed by Contractor, which objects are to be removed by Owner, and which objects are to be preserved.

C. Scheduling: Avoid interference with the use of, and passage to and from, adjacent buildings and facilities.

D. Protection of utilities:

1. Preserve and maintain in operating condition all active utilities traversing site. Reroute, or remove and cap those which interfere with work of this Project. Coordinate extent of work with Owner.
2. Expeditiously repair damaged utilities at no cost to Owner.

E. Protection of flora:

1. Construct a physical barrier between existing flora to remain and area of new construction.
2. Protect existing trees, not otherwise indicated to be removed, against unnecessary cutting, or breaking, skinning, bruising of bark. Avoid smothering of trees with stockpiled building materials or excavated materials within the drip line. Avoid excess pedestrian or vehicular traffic and parking of vehicles within drip line.

3.3 DEMOLITION AND REMOVAL

A. Demolition and removal of materials shall be by skilled and properly equipped workers. Materials and equipment to be salvaged shall be removed under the direction of or by craftspersons who would normally install such items.

B. Cut concrete and asphalt concrete slabs, walks, pavement, and curbs with a concrete saw to a 2 inch depth along all joint lines before breaking out the portion to be removed.

C. Demolish and remove all foundations, walls, concrete slabs, asphalt concrete pavement, and other items designated for removal, or which are necessary to be removed to make way for new construction work.

3.4 SALVAGE

A. All materials removed shall become the property of Contractor to dispose of or salvage, with the exception of items designated on Drawings to be subsequently reinstalled or returned to Owner or items "tagged" as salvage for return to Owner and not previously removed by Owner.

B. Identify (tag or similarly mark indelibly in an inconspicuous location) each salvage item, including detached component parts, with an extensive description of salvage item or component part's use, installed location, date of removal, and similar pertinent information as may be required for reinstallation or future reference by Owner. For salvage items not reinstalled in the Work, box, package or otherwise protect, and transport to Owner-designated locations.

C. Dispose of all materials.

D. Do not sell salvage materials to the general public at job site. This shall not preclude sale to and removal from job site of salvage materials to duly licensed salvage companies.

E. Temporarily store removed materials for subsequent reinstallation at confined areas designated by Owner. Carefully handle removed materials to prevent damage to areas outside immediate locations of the Work.

3.5 DISPOSAL

A. Except as specified otherwise, load debris resulting from demolition and removal as it accumulates, haul away from site promptly, and dispose of in a legal manner.

B. Prevent debris from migrating outside of construction areas. Use Owner-approved methods and materials to confine debris to construction areas. Failure to contain demolition debris is not permitted.

C. In lieu of disposal off-site, asphalt concrete paving debris, resulting from the work of this Project only, may be crushed for limited use as recycled fill and asphalt concrete paving base course materials as specified in Division 31 Section "Grading" and Division 32 Section "Asphalt Concrete Paving". Imported asphalt concrete debris may not be broken, crushed, or otherwise processed on-site nor added to on-site asphalt concrete paving debris. Asphalt concrete paving debris used as recycled fill and asphalt concrete paving base course materials shall conform to SSPWC Section 200-2.4, except as follows:

1. Gradation shall conform to Fine Gradation per Table 200-2.4.2 (A).
2. Permission for on-site crushing operations is at Owner's discretion. Where on-site crushing is permitted, conform to Owner's noise and dust control requirements, including scheduling of crushing operations.
3. Additionally, perform tests and submit records of test results for crushed asphalt concrete paving used as recycled fill materials in accord with SSPWC Section 203-7.2.2.

END OF SECTION 02 41 13

SECTION 02 41 16 - STRUCTURE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SECTION INCLUDES

A. Demolition of designated structures and removal of materials from site.

B. Demolition and removal of foundations and slabs-on-grade.
   1. Removing below-grade construction.

C. Demolition and removal of site improvements adjacent to a building or structure to be demolished.
   1. Disconnecting, capping or sealing and removal of identified utilities.

1.3 RELATED SECTIONS

A. Section 02 41 13 – Site Demolition.

B. Section 31 10 00 – Site Clearing.

C. Section 31 23 04 – Excavation and Fill for Structures.

1.4 DEFINITIONS

A. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and salvaged or recycled.

B. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or recycled.

1.5 ACTION SUBMITTALS

A. Shop Drawings: Indicate areas of demolition, location and construction of barricades, fences, and temporary work. , and removal sequence and location of salvageable items.

B. Proposed Environmental-Protection, Dust-Control, and Noise-Control Measures: Submit statement or drawing that indicates the measures proposed for use, proposed locations, and proposed time frame for their operation. Identify options if proposed measures are later determined to be inadequate.

C. Schedule of Building Demolition Activities: Indicate the following:
   1. Detailed sequence of demolition and removal work, with starting and ending dates for each activity.
   2. Interruption of utility services.
   3. Coordination for shutoff, capping, and continuation of utility services.

1.6 INFORMATIONAL SUBMITTALS

A. Inventory: After building demolition is complete, submit a list of items that have been removed and salvaged.

1.7 PROJECT RECORD DOCUMENTS

A. Accurately record actual locations of capped utilities and subsurface obstructions.

1.8 QUALITY ASSURANCE

A. Not used

B. Regulatory Requirements: Comply with governing EPA notification regulations before beginning demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

C. Pre-demolition Conference: Conduct conference at Project site. Review methods and procedures related to building demolition including, but not limited to, the following:
   1. Inspect and discuss condition of construction to be demolished.
   2. Review structural load limitations of existing structures.
   3. Review and finalize building demolition schedule and verify availability of demolition personnel, equipment, and facilities needed to make progress and avoid delays.
   4. Review and finalize protection requirements.

1.9 SITE CONDITIONS

A. Buildings to be demolished will be vacated and their use discontinued before start of Work.

B. Owner will occupy another building immediately adjacent to demolition area. Conduct building demolition so Owner's operations will not be disrupted.
   1. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.
   2. Maintain access to existing walkways, exits, and other adjacent occupied or used facilities.
      a. Do not close or obstruct walkways, exits, or other occupied or used facilities without written permission from authorities having jurisdiction.

C. Owner assumes no responsibility for buildings and structures to be demolished.
   1. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.

D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
   1. Hazardous materials will be removed by Owner before start of the Work.
   2. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.

E. Storage or sale of removed items or materials on-site is not permitted.

1.10 COORDINATION

A. Arrange demolition schedule so as not to interfere with Owner's building manager's and other tenants' on-site operations.

PART 2 - PRODUCTS

2.1 FILL MATERIALS

A. Satisfactory Fill Material: Type specified in Section 31 23 04.

2.2 REGULATORY REQUIREMENTS

A. Conform to applicable code for demolition of structures, safety of adjacent structures, dust control, runoff control, and disposal procedures.

B. Obtain required permits from authorities.

C. Notify affected utility companies before starting Work and comply with their requirements.

D. Do not close or obstruct roadways, sidewalks, or hydrants without permits.

E. Conform to applicable regulatory procedures when discovering hazardous or contaminated materials.

F. Test soils around buried tanks for contamination.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Survey existing conditions and correlate with requirements indicated to determine extent of building demolition required.
   1. Review Project Record Documents of existing construction provided by Owner. Owner does not guarantee that existing conditions are the same as those indicated in Project Record Documents.

B. Inventory and record the condition of items to be removed and salvaged.

C. When unanticipated mechanical, electrical, or structural elements are encountered, investigate and measure the nature and extent of the element. Promptly submit a written report to Architect.
   1. Engage a professional engineer to perform an engineering survey of condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during building demolition operations.

3.2 PREPARATION

A. Provide, erect, and maintain temporary barriers and security devices.
   1. Protect existing landscaping materials which are not to be demolished.

B. Provide adequate bracing and shoring to prevent movement or settlement of adjacent structures.

C. Temporary Shoring: Provide and maintain interior and exterior shoring, bracing, or structural support to preserve stability and prevent unexpected movement or collapse of construction being demolished.
   1. Strengthen or add new supports when required during progress of demolition.

D. Mark location of utilities.

E. Existing Utilities: Locate, identify, disconnect, and seal or cap off indicated utilities serving buildings and structures to be demolished.
   1. Owner will arrange to shut off indicated utilities when requested by Contractor.
   2. If utility services are required to be removed, relocated, or abandoned, before proceeding with building demolition provide temporary utilities that bypass buildings and structures to be demolished and that maintain continuity of service to other buildings and structures.

3.3 DEMOLITION REQUIREMENTS

A. Conduct demolition to minimize interference with adjacent structures.
   1. Cease operations immediately if adjacent structures appear to be in danger. Notify authority having jurisdiction. Do not resume operations until directed to do so.

B. Conduct operations with minimum interference to public or private accesses. Maintain protected egress and access at all times.

C. Obtain written permission from adjacent property owners when demolition equipment will traverse, infringe upon, or limit access to their property.

D. Sprinkle Work with water to minimize dust. Provide hoses and water connections for this purpose.

3.4 DEMOLITION

A. General: Demolish indicated existing buildings and structures and site improvements completely. Use methods required to complete the Work within limitations of governing regulations and as follows:
   1. Do not use cutting torches until work area is cleared of flammable materials. Maintain fire watch and portable fire-suppression devices during flame-cutting operations.
   2. Maintain adequate ventilation when using cutting torches.
   3. Locate building demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.

B. Not used.

C. Site Access and Temporary Controls: Conduct building demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
   1. Do not close or obstruct streets, walks, walkways, or other adjacent occupied or used facilities without permission from Owner or building manager and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.

2. Use water mist and other suitable methods to limit spread of dust and dirt. Comply with governing environmental-protection regulations. Do not use water when it may damage adjacent construction or create hazardous or objectionable conditions, such as ice, flooding, and pollution.
3. Disconnect and remove designated utilities within demolition areas.

D. Existing Utilities: Abandon existing utilities and below-grade utility structures. Cut utilities flush with grade.

E. Existing Utilities: Demolish existing utilities and below-grade utility structures that are within 5 feet (1.5 m) outside of footprint indicated for new construction. Abandon utilities outside this area.
1. Remove foundation walls and footings completely within area of new construction.

F. Remove concrete slabs on grade.

G. Concrete: Cut concrete full depth at junctures with construction indicated to remain, using power-driven saw, then remove concrete between saw cuts.

H. Masonry: Cut masonry at junctures with construction indicated to remain, using power-driven saw, then remove masonry between saw cuts.

I. Concrete Slabs-on-Grade: Saw-cut perimeter of area to be demolished at junctures with construction indicated to remain, then break up and remove.

J. Carpet and Pad: Remove in large pieces and roll tightly after removing demolition debris, trash, adhesive, and tack strips.

K. Backfill excavated areas, open pits and holes caused as a result of demolition.

L. Rough grade and compact areas affected by demolition to maintain site grades and contours.

M. Remove demolished materials from site.

N. Do not burn or bury materials on site. Leave site in clean condition.
1. Remove temporary work.

3.5 REPAIRS

A. General: Promptly repair damage to adjacent construction caused by building demolition operations.

B. Where repairs to existing surfaces are required, patch to produce surfaces suitable for new materials.

C. Restore exposed finishes of patched areas and extend restoration into adjoining construction in a manner that eliminates evidence of patching and refinishing.

3.6 DISPOSAL OF DEMOLISHED MATERIALS

A. General: Except for items or materials indicated to be recycled, reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill.
1. Do not allow demolished materials to accumulate on-site.

2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

B. Burning: Do not burn demolished materials.

C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

3.7 CLEANING

A. Construction Waste Management: Manage construction waste in accordance with CBC CALGreen requirements for construction waste management and disposal.

B. Clean adjacent structures and improvements of dust, dirt, and debris caused by building demolition operations. Return adjacent areas to condition existing before building demolition operations began.

3.8 PROTECTION

A. Existing Facilities: Protect adjacent walkways, building entries, and other building facilities during demolition operations.

B. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during demolition and cleaned and reinstalled in their original locations after demolition operations are complete.

C. Existing Utilities: Maintain utility services indicated to remain and protect them against damage during demolition operations.
1. Do not interrupt existing utilities serving adjacent occupied or operating facilities unless authorized in writing by Owner and authorities having jurisdiction.
2. Provide temporary services during interruptions to existing utilities, as acceptable to Owner and to authorities having jurisdiction.
   a. Provide at least 72 hours' notice to Owner if shutdown of service is required during changeover.

D. Temporary Protection: Erect temporary protection, such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction and as indicated. Comply with requirements in Division 1 Section "Temporary Facilities and Controls."
1. Protect existing site improvements, appurtenances, and landscaping to remain.
2. Erect a plainly visible fence around drip line of individual trees or around perimeter drip line of groups of trees to remain.
3. Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
4. Provide protection to ensure safe passage of people around building demolition area and to and from occupied portions of adjacent buildings and structures.
5. Protect walls, windows, roofs, and other adjacent exterior construction that are to remain and that are exposed to building demolition operations.
6. Erect and maintain dustproof partitions and temporary enclosures to limit dust and dirt migration and to separate areas from fumes and noise from occupied portions of adjacent buildings.

END OF SECTION 02 41 16

SECTION 11 66 13 - PARCOURSE EQUIPMENT

PART 1 - GENERAL

1.1 GENERAL CONDITIONS

A. The requirements of the “General Conditions of the Contract” and of Division 1, “General Requirements”, shall apply to all work of this Section with the same force and effect as though repeated in full herein.

1.2 SCOPE OF WORK

A. Furnish all labor, material, equipment and services necessary to provide site furnishings, complete in place, as shown on the Drawings or in this Specification.

B. Section includes: Parcourse Equipment

C. Definition: The word Architect as used herein shall refer to the Landscape Architect or the Owner's authorized representative.

1.3 QUALITY ASSURANCE

A. All equipment shall be manufactured from one source, including all accessories, fittings and fastenings.

1.3 SUBMITTALS

A. Submit Manufacturers’ catalogue cuts and shop drawings indicating size, materials, finishes and quantities of items being supplied.

B. Submit one color sample for each product. Color sample shall be of final material.

C. Submit shop drawings and product data showing exact types of equipment and configurations as specified and as indicated on drawings.

1.4 COORDINATION

A. The Contractor shall coordinate his work with other trades.

1.5 PRODUCT DELIVERY, STORAGE AND HANDLING

A. Materials shall be packed, loaded, shipped, unloaded, stored and protected in a manner which will avoid abuse, damage and defacement.

PART 2 - PRODUCTS

2.1 PRODUCT DESCRIPTION

A. Parcourse Equipment shall consist of:
   1. Core Line Cardio Stepper
   2. Core Line Accessible Chest Press
   3. Core Line Plyometric Steps
   4. Core Line 2-Person Back and Arms Combo
   5. Core Line 3-Person Static Combo

B. Exercise equipment shall be as manufactured by Greenfields Outdoor Fitness Equipment, (888) 315-9037; gfoutdoorfitness.com
   1. or Approved Equal.

2.2 MATERIAL AND HARDWARE

A. Steel Structures:
   1. Material:
      a. Carbon Steel:
      b. 3.5 – 5 mm thick
      c. Meet 35-8 or 45-8 ASTM Grade B Standard.
      d. MIG Welding with hollow coil feed.
   2. Bearings:
      a. HRB stainless steel ball bearings
      b. 10,000 hour life cycle
      c. Radial Load: 7,900N min.
   3. Colors as indicated on Drawings.

B. Mechanisms: Steel cast pipe housings.

C. Composite Materials:
   1. Covers and Panels: High grade woven fiberglass
   2. Handles: Plastic or rubber
   3. Metal Signs:
      a. Stainless steel (sign)
      b. Sign housing: UV ABS plastic
   4. Seats, backs, foot petals: High quality, UV stabilized LLDPE.

D. Hardware:
   1. Fasteners and Connectors:
      a. Steel die-cast half-clamp with 3 part connectors or
      b. whole pin-bored and milled to size.
   2. Pins: Hardened Steel, Bored, threaded or milled to size (ASTM Grade A)
   3. Screws:
      a. 304 Wedge Anchor Stainless Steel, S-TORX head.
      b. Size as indicated on drawings.

E. Coating System:
   1. Powder Coating:
      a. Carboxyl polyester and TIGC,
      b. Film thickness: 50-70 Micros.
      c. Applied over electrogalvanized steel.
   2. See Drawings for all equipment colors.

F. Concrete – Refer to Section 32 13 13 Site Concrete Work

PART 3 - EXECUTION

3.1 INSTALLATION

A. General
   1. Comply with the manufacturer's written surface mounting instructions and as indicated on the drawings and these specifications.

3.2 INSTALLATION

A. Furnishings shall be installed per Manufacturer’s recommendations, unless otherwise noted on Drawings or Specification.

B. Work shall be set plumb and level, true to line and shall present a neat and finished appearance. Use shims as required to ensure posts on equipment units are plumb.

C. Set each item in its correct place, fastening it, connecting it, or incorporating it into other portions of the work.

D. Test and operate equipment to assure proper function.

3.3 PROTECTION

A. Adequately protect all work from damage by subsequent construction operations. Damaged work shall be replaced.

3.4 CLEAN-UP

A. The Contractor shall at all times keep the premises free from accumulation of waste materials and rubbish caused by his employees.

B. Upon completion of work, rubbish and excess materials are to be removed from the site, leaving the areas acceptably clean.

END OF SECTION

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SECTION 26 01 26 – TEST AND ACCEPTANCE REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Principal items of work in this section include but are not limited to:
   1. Ensure quality assurance, testing and final acceptance requirements for premises cabling installations comply with industry standards and Project Construction Documents.
   2. The OWNER (OWNER) seeks to improve the quality of its network installations. In order to achieve this objective, the guidelines specified below are to serve as a technical reference for the Owner's infrastructure verification of the Installer's testing. The appendix of this section describes specific test procedures that the Owner shall perform during the acceptance testing, particularly those involving LAN, PABX, VTC, Convergence and WLAN equipment, and associated cable plants. The procedures provide a comprehensive series of visual, electronic, and optical tests to ensure the infrastructure installation complies with the standards set forth in the specifications. The successful culmination of these tests shall be used to document a physical configuration audit (PCA) as part of the Owner's Quality Assurance (Q/A) Report. Testing shall include physical Q/A review of installation and performance testing of components.

B. Responsibilities for this specification are as follows:
   1. Installer: The Installer shall follow CEC, CANSI/EIA/TIA and BICSI installation standards. The Installer shall perform horizontal cable installation including Category 5e and Category 6a unshielded twisted pair (UTP) cable runs terminated in the communications cabinet and cable terminations at each work area outlet, as well as vertical cable installation, including fiber optic cable runs and terminations. During installation the Installer shall perform tests as required by the Parent Specification and in compliance with testing standards found in Appendixes B, C, and D of this Section. The Installer shall notify the Project Inspector 48 hours in advance of any required testing so that the Project Inspector can notify the Owner's Quality Assurance Team to observe the Installer's test procedures. The Installer shall forward test documentation to the OAR prior to the Owner's formal acceptance testing.
   2. Contractor's Site Responsibilities during formal Owner's Quality Assurance: During formal Owner's Quality Assurance, the Contractor and his/her Subcontractor shall comply with testing standards and requirements detailed in Appendices A through F. Under the guidance of the Project Inspector and in coordination with the Owner's Quality Assurance Team, the Installer shall:
      a. Verify LAN connectivity and WAN extension cabling to MDF.
      b. Configure the router(s) and switch(es) in compliance with the Contract Documents.
      c. Aid the Owner's Quality Assurance Team with network cut over. (e.g., existing systems with internet connectivity and administration systems including but not limited to SIS and payroll)
      d. Provide labor, materials, and testing equipment (e.g., Power Meter, OTDR) to correct any deficiencies with labeling, cable charts, terminations, and Installer supplied test results.
      e. Provide keys and access to installed network equipment.

3. Owner's Quality Assurance Team Responsibilities: Using the procedures specified in the Appendixes of this guideline, the Owner's Quality Assurance Team shall verify that the infrastructure installed under the Contract complies with the installation standards detailed in the Specifications. Specifically, testing shall be performed by the Owner on vertical and horizontal cable (e.g., fiber optic, Category 5e UTP and Category 6a UTP) along with component installations performed under the scope of the overall infrastructure effort (e.g., Ethernet switches and routers). Generally, testing specifications and procedures cover the following:
   a. Q/A review of equipment rack installation; including placement in the communications cabinets, attachment to the floor, and seismic bracing.
   b. Q/A review of fiber terminations, patch panel installation, cable labeling, and cable bundling.
   c. Q/A review of Category 5e and Category 6a, T568B terminations, including cable end connections at the patch panel and work area outlets.
   d. Q/A review of the Contractor's Redlines for accuracy.
   e. Industry standard for fiber optic, Category 5e and Category 6a cable performance testing.
   f. Network equipment performance verification.
   g. Uninterruptible power supply performance verification.
   h. Communications cabinet layout and facility drop count verification.

C. Related Requirements:
   1. Division 01 - General Requirements.
   2. Section 26 0513: Basic Electrical Materials Methods.
   3. Section 31 2323: Excavation, and fill(Utilities).

D. Acronyms:

dB	Decibel
IDF	Intermediate Distribution Facility
ITD	Information Technology Division
LAN	Local Area Network
OWNER	OWNER
LDC	Local Distribution - Classroom
LDF	Local Distribution Facility
MDF	Main Distribution Facility
MPOE	Minimum Point of Entry
NVP	Nominal Velocity of Propagation
OAR	Owner Authorized Representative
PA	Public Address
PBX	Private Branch Exchange
QA	Quality Assurance
UTP	Unshielded Twisted Pair
VoIP	Voice over Internet Protocol
WLAN	Wireless Local Area Network

1.2 SYSTEM REQUIREMENTS

A. Will be found in Parent Specification.

1.3 SUBMITTALS

A. Will be found in Parent Specification.

1.4 CODES AND STANDARDS

A. Telecommunications Industry Association (TIA)/Electronic Industries Association (EIA)-568, Commercial Building Telecommunications Cabling Standard, current issue.

B. EIA/TIA-569, Commercial Building Standard for Telecommunications Pathways and Spaces.

C. ANSI/EIA/TIA-598-A, Optical Fiber Cable Color Coding, current issue.

D. EIA/TIA-606 (2002), Administration Standard for the Telecommunications Infrastructure of Commercial Buildings.

E. EIA/TIA-607, Commercial Grounding and Bonding Requirements for Telecommunications.

F. EIA/TIA-OFSTP-14A, Optical Power Loss Measurements of Installed Multimode Fiber Cable Plant.

G. ANSI/TIA/EIA-758, Customer-Owned Outside Plant Telecommunications Cabling Standard, current issue.

H. EIA/TIA-OFSTP-7, Optical Power Loss Measurements of Installed Singlemode Fiber Cable Plant.

I. American National Standards Institute (ANSI)/EIA/TIA-455-59, Field Testing

J. FCC Part 68.50.

K. National Electrical Manufacturer’s Association (NEMA).

L. National Fire Protection Association (NFPA), NFPA-70.

M. CCR Part 3 - California Electrical Code (CEC).

N. CCR Part 2 - Uniform Building Code (UBC).

O. Building Industry Consulting Services International (BICSI) TDMM, most recent revision.

P. Institute of Electrical and Electronic Engineers (IEEE).

Q. Other Codes and Standards as defined in the Parent Specification.

1.5 SYSTEM DESCRIPTION

A. System will be found in Parent Specification.

1.6 QUALITY ASSURANCE

A. Will be found in Parent Specification.

1.7 WARRANTY

A. Will be found in Parent Specification.

PART 2 - PROCEDURES

2.1 EQUIPMENT INSTALLATION

A. The Installer is responsible for basic installation and cross-country connection of LAN equipment required by the Contract Documents. The Owner's Quality Assurance Team shall verify that basic installation is complete and functional.

2.2 PUNCH LIST

A. Per OAR request, The Owner's Quality Assurance Team shall assist in the Punch List for IT and low voltage systems and provide it to the OAR.

2.3 CLOSEOUT DOCUMENTATION

A. Will be found in Parent Specification.

2.4 QUALITY ASSURANCE

A. Owner's Quality Assurance Test Schedule
   1. The Project Inspector shall schedule the Owner's Quality Assurance test after review of the Installers complete Test Results of the school.

PART 3 - EXECUTION AND INSTALLATION

3.1 INSTALLATION

A. Will be found in Parent Specification.

3.2 OWNER'S QUALITY ASSURANCE CERTIFICATION AND TESTING

A. Will be found in Parent Specification.

3.3 PROJECT RECORD DOCUMENTS

A. Will be found in Parent Specification.

3.4 PROTECTION

A. Will be found in Parent Specification.

3.5 CLEANUP

A. Will be found in Parent Specification.

3.6 OWNER ORIENTATION

A. Will be found in Parent Specification.

END OF SECTION 26 01 26

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SECTION 26 05 13 – BASIC ELECTRICAL MATERIALS AND METHODS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Boxes, enclosures, keys and locks.

B. Related Requirements:
   1. Division 01 - General Requirements.
   2. Division 26 – Electrical.

PART 2 - PRODUCTS

2.1 BOXES, ENCLOSURES, KEYS AND LOCKS

A. Outlet Boxes and Fittings:
   1. Outlet boxes installed in concealed Work shall be galvanized steel, pressed, or welded type, with knockouts.
   2. In exposed Work, where conduit runs change direction or size, outlet boxes and conduit fittings shall be cast metal with threaded hubs cast integral with box or fitting.
   3. Fittings shall be cast metal and non-corrosive. Ferrous metal fittings shall be cadmium-plated or zinc galvanized. Castings shall be true to pattern, smooth, straight, with even edges and corners, of uniform thickness of metal, and shall be free of cracks, gas holes, flaws, excessive shrinkage, and burnt-out sand.
   4. Covers for fittings shall be galvanized steel or non-corrosive aluminum and shall be designed for particular fitting installed.
   5. Light fixture outlets shall be 4-inch octagon, 4-inch square, 2 1/8-inch deep or larger, depending upon number of conductors or conduits therein. Plaster rings shall be furnished with round opening with two ears drilled 2 23/32 inches center to center.
   6. For local device outlets provide 4-inch square 2 1/8-inch deep, boxes for single gang, 5-inch square boxes for two-gang, and special solid gang boxes with gang plaster ring for more than two switches.
   7. For TV outlets, and horns and strobes provide manufacturer’s supplied back box as needed. For television outlets, provide 4-gang deep boxes and 4-gang plaster rings.
   8. Plaster rings shall be provided on flush-mounted outlet boxes except where otherwise indicated or specified. Plaster rings shall be same depth as finished surface. Install approved ring extension to obtain depth to finish surface.
   9. In existing plywood wall or drywall construction, and where flexible steel conduit is fished into walls, single-gang and 2-gang outlets for wiring devices may be sectional steel boxes with plaster ears. Boxes shall be fastened to plywood with flat-head screws in each plaster ear screw hole. Boxes fastened to gypsum board shall be Raco, Appleton, Cooper, Bowers, or equal.
   10. Factory made knockout seals shall be installed to seal box knockouts, which are not intact.
   11. Where flexible conduit is extended from flush outlet boxes, provide and install weatherproof universal box extension adapters.

B. Junction and Pull boxes:
   1. Junction and pull boxes, in addition to those indicated, shall only be used in compliance with codes, recognized standards, and Contract Documents.

2. Interior and non-weatherproof boxes shall be constructed of blue or galvanized steel with ample laps, spot welded, and shall be rigid under torsion and deflecting forces. Boxes shall be furnished with auxiliary angle iron framing where necessary to ensure rigidity.
3. Covers shall be fastened to box with a sufficient number of machine screws to ensure continuous contact all around. Flush type boxes shall be drilled and tapped for cover screws if boxes are not installed plumb. Surfaces of pull and junction boxes and covers shall be labeled in black marker ink designating system, panelboard and circuit designation contained in box. In exposed Work, designation shall be installed on inside of pullbox or junction box cover.
4. Weatherproof NEMA 3R pull and junction boxes shall conform to foregoing for interior boxes with following modifications:
    a. Cover of flush mounting boxes shall be furnished with a weather-tight gasket cemented to, and trimmed even with, cover all around.
    b. Surface or semi-flush mounting pull and junction boxes shall be UL, or another Nationally Recognized Testing Laboratory (NRTL) listed as rain-tight and shall be furnished complete with threaded conduit hubs.
    c. Exposed portions of boxes shall be galvanized and finished with one prime coat and one coat of baked-on gray enamel, unless already furnished with factory baked-on finish.
5. Junction and pull boxes shall be rigidly fastened to structure and shall not depend on conduits for support.
6. Underground Concrete Pull Boxes:
    a. Pre-cast concrete pull boxes. Concrete pull boxes shall be traffic type, reinforced for H-20 wheel loading, pre-cast concrete. Pull boxes with inside dimensions of 2 feet by 3 feet by 3 feet deep shall consist of a base section, top ring, and cover. Base section shall be furnished with 2 knockouts measuring 10 inch by 10 inch in each 3 feet side, and one 20 inch by 20 inch knockout in each 2-foot side. Pull boxes with inside dimension 4 feet by 4 feet by 4 feet deep shall consist of a base section, midsection, topping, and cover. Base section shall be furnished with 2 knockouts measuring 8-inch by 16-inch on each of two opposite sides, and one 20-inch by 20-inch knockout on each of other two opposite sides. Pull boxes shall be furnished with a minimum of 6-inch diameter sump knockout and one inch diameter ground rod knockout. In pull boxes, furnish and install cable racks on walls. Racks shall be furnished with 3 porcelain cable holders on vertical steel mounting bars. Pull boxes shall be furnished with 3/4 inch diameter pull irons. Covers shall be traffic-type consisting of steel safety plate bolted to frame. Covers shall be marked as electrical, power, or signal as required. Pull boxes shall be as manufactured by Oldcastle Precast, Jensen Precast, Kistner, Western Precast, or equal.
    b. Provide end bells in duct entrances. Terminate each metal conduit with insulated bushing provided with a grounding terminal.
    c. Install pulling irons on opposite walls and below horizontal centerlines of ducts and bricked-up openings, and in bottom. Install pulling irons with each end hooked around a reinforcing bar.
    d. Remove floor drain knockout and provide a depth of 24 inches of crushed rock below box extending a minimum of 12 inches beyond on all sides.
    e. Permanently and effectively ground metal equipment cases, cable racks, and similar items in pull boxes to site grounding electrode system. Provide grounding conductor in compliance with CEC Article 250.
    f. Provide 6-inch deep sand base under pull boxes.
    g. Identify power and signal cables by tagging in manholes and pull boxes. Tie securely to cables with nylon cord.
    h. Top of steel plate shall provide a minimum coefficient of static friction of 0.5 for either wet or dry locations, when tested for any shoe sole material. Test shall

comply with ASTM D 1047 or F 489 or F 609 standards. Submit manufacturer's test results for Architect's review as part of materials and equipment submittals.

i. The use of underground extension boxes shall be limited to not more than 1 times the original depth of pull box.

7. Underground utility boxes shall be reinforced concrete with non-setting shoulders to prevent settlement following installation. Boxes shall be furnished with cast iron cover with finger hole, size as indicated on Drawings. Utility boxes shall be as manufactured by Oldcastle,Jensen, Kistner, Western Precast, or equal.
8. Manholes, vaults, and pull boxes required by a utility company, and installed as part of this Contract, shall meet requirements of servicing utility company.

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2.3 IDENTIFICATION AND SIGNS

A. Identification Plates:
1. Provide identification plates for the following unless otherwise specified, for switchboards, unit substations, motor control centers, control panels, push-button stations, time switches, contactors, motor starters, motor switches, panelboards, and terminal cabinets.
2. Identification plates shall be of plastic stock and shall adequately describe function, voltage and phase of identified equipment. Where identification plates are detailed or described on Drawings, inscription and size of letters shall be as indicated. For lighting and power panels, identification plates shall indicate panel designation, voltage, and phase of panel. For terminal cabinets, identification plates shall indicate system contained in terminal cabinet.
3. Identification plates shall be black-and-white nameplate stock of bakelite with characters cut through black exposing white. Plates shall be furnished with beveled edges and shall be securely fastened in place with No. 4 Phillips-head, cadmium-plated steel, self-tapping screws. Characters shall be 3/16 inch high, unless otherwise indicated.

B. Markings:
1. Install identification markings to surface-mounted starters, switches, disconnect switches, contactors, and other devices controlling motors and appliances. Provide abbreviations required along with an identifying number. Markings to be provided with locking type stencils using paint of a contrasting color. Figures shall be 3/8 inch high unless otherwise indicated. Dymo Industries Inc., self-sticking plastic labels, with embossed characters made with a typewriter may be installed instead of stencils and paint; p-touch self adhesive plastic, or Brother P-Touch self sticking laminated plastic labels may be installed.
2. High Voltage: High voltage switchboards, cabinets, boxes, and conduits exposed in accessible locations, including under buildings and in attics, are required to be marked "WARNING-HIGH VOLTAGE- ABOVE 600 VOLTS". Markings for switchboards shall consist of 18 gage steel, porcelain enamel sign of standard manufacture. Markings for boxes, cabinets, and conduits shall be by means of stenciling or printed self-adhesive markers, Westline Tel-A-Pipe, or equal. Provide letters of black on orange background and not less than 1-7/8 inches high. On conduit runs, install markings at intervals not exceeding 10 feet in any individual area. Markings shall be installed after other painting Work is complete.

C. Warning Signs:
1. Provide a warning sign on outside of each door or gate to rooms or enclosures containing high voltage equipment. Signs required reading, "WARNING - HIGH VOLTAGE - KEEP OUT". Provide 2-inch high lettering.

2. Provide a warning sign on each high-voltage non-load break disconnect and fused cutout (not oil filled). Signs required reading, "DO NOT OPEN UNDER LOAD". Provide 2 inch high lettering.
3. Provide signs of standard manufacture, 18 gage steel, with porcelain enamel finish. Provide red lettering on a white background.

PART 3 - EXECUTION

3.1 INSTALLATION AND SUPPORT OF BOXES

A. Install outlet boxes flush with finished surface of wall or ceiling. Install plumb and securely fastened to structure, independent of conduit. Except where otherwise indicated, provide factory-fabricated adjustable attachment bar hangers between studs to support outlet boxes. When installation is performed in fire rated walls, maintain the wall's rating integrity by means of approved fire stop methods.

B. Outlet boxes installed in suspended or furred ceilings with steel runner or furring channels shall be supported, except where otherwise indicated, by a Unistrut P-4000 Tessco A1200HS-10, Cooper B-Line B22s-HG, or equal channel spanning main ceiling runner channels. Each box shall be supported from its channel by a 3/8 inch 16 threaded steel rod with a Unistrut P-4008, Fastenal #48604, Copper B-Line 78101140346 or equal nut and a Tomic No. 711-B Adapta-Stud, or equal. Rod shall be tightened to a jamb fit with channel and its nut. Box shall be locked to rod by means of a 1/2 inch locknut on stud and a 3/8 inch 16 hex nut locking stud to rod.

C. Heights of outlets and equipment indicated on Drawings shall govern. In absence of such indications, following heights shall be maintained with heights measured to centerline unless otherwise noted:
1. Install wall-mounted telephones, light switches, and other switches, 48 inches above finished floor. Refer to other Division 26, 27 and 28 Sections.
2. Outlet boxes for fire alarm pull stations shall be mounted at 45 inches above finished floor to insure that the operating handle of the initiating device is no higher than 48 inches at finished floor. Under no circumstances shall operating handle of the device exceed 48 inches above finished floor regardless of indicated height on drawing.
3. Wall mounted fire alarm strobe or horn/strobe devices shall be mounted such that the entire lens is not less than 80 inches above finished floor. If ceiling heights allow, wall mounted appliances shall have bottom of lens a minimum of 80 inches but not more than 96 inches to the top of lens.
4. Install outdoor fire alarm audible devices or fire alarm sprinkler flow bells at least 10 feet but not more than 12 feet above finished floor to center. Provide STI or equal protective covers for devices when required.
5. Voice evacuation speakers mounted indoors shall be mounted in ceiling space or if mounted on wall shall not be less than 10 feet to center above finished floor.
6. Install clocks and speakers, in classrooms and offices, 8 feet above finished floor. Unless otherwise indicated.
7. In rooms other than places of assembly such as, but not limited to, multipurpose rooms, auditoriums, and libraries, clock outlets and speakers in classrooms and offices shall be mounted 8 feet above finished floors. Other assembly areas such as gymnasiums shall be mounted 10 to 12 feet above finished floor. Provide STI, or equal protective covers for clocks when required.
8. Install fire alarm strobe lights 80 inches to bottom of light above finished floor.
9. Install outside bells and yard light outlets 4 feet above second floor level for 2 or more story buildings, 12 inches below top plate level for one story buildings without covered porch or arcade, and 12 inches below covered porch and arcade ceilings.

10. Install desk telephones, power receptacle outlets, and data outlets 15 inches above finished floor.
11. Install panelboards and terminal cabinets 6 feet 6 inches from finish floor to top of cabinet.
12. Install television outlets at a height corresponding to location of television monitor, or a minimum of 15 inches above finished floor.
13. The use of extension boxes shall be limited to not more than 1 times the original depth of junction box.

3.2 COVER PLATES

A. Provide a plate on each switch, plug, pilot light, data, interphone, public telephone, and television outlet, and on existing and reset outlets where so indicated or required. Plates shall be of stainless steel unless otherwise specified.

B. Flush wiring device and signal system outlets indicated to be blank covered, shall be covered with blank stainless-steel plates. Flush lighting outlets to be blanked shall be covered with Wiremold 5736 steel covers, or equal, painted to match surrounding finish. Provide stainless steel covers to blank indicated or required surface-mounted outlets.

C. In the following cases, and at required locations. Switch and receptacle plates shall be engraved with the device(s), or fixtures being controlled, or as indicated:
1. Three-gang and larger gang switches in locations other than classrooms.
2. Lock switches.
3. Pilot switches.
4. Switches so located that operator cannot see fixtures, or items of equipment controlled while his hand is on the switch.
5. Switches not in same room with fixtures or items of unit heaters, air curtains, fly fans, etcetera.
6. Receptacles operating at other than 120 V shall be identified with the operating voltage.
7. Switches operating on 277 V shall be identified with the operating voltage.
8. Where indicated on Drawings.

D. Designations shall be as indicated on Drawings or as specified by Architect.

E. Standard GFI cover plates shall be Pass & Seymour 4600, Raco 5028-0, or equal. GFI cover plates shall be provided with a CAM lock mechanism with two keys or a padlock hasp that does not protrude through the face of the cover and will allow the shank of locks keyed Corbin No. 60 keys.

3.3 IDENTIFICATION OF CIRCUITS AND EQUIPMENT

A. Provide descriptive nameplates or tags permanently attached to switchboards, motor control centers, transformers, panelboards, circuit breakers, disconnect switches, starters, pushbutton control stations and other apparatus installed for operation or control of circuits, appliances, fire alarm control panel(s), fire alarm annunciator(s), power supplies, terminal cabinets, energy management control units, and Information technology system backbone and distribution equipment points.

B. Provide nameplates of engraved laminated plastic, or etched metal. Submit Shop Drawings denoting dimensions and format to Architect before installation. Fasten to equipment with escutcheon pins, rivets, self-tapping screws, or machine screws. Self-adhering or adhesive backed nameplates are not permitted.

C. Fasten tags to feeder wiring in conduits at every point where runs are broken or terminated, including pull wires in empty conduits. Indicate circuit, phase, and function. Tag branch circuits in panel boards and motor control centers. Tags may be manufactured of pressure-sensitive plastic or embossed self-attached stainless steel or brass ribbon.

D. Provide circuit identification cards and cardholders in all panel boards. Cardholders shall consist of metal frame retaining a clear plastic cover permanently attached to inside of panel door. List of circuits shall be typewritten on a card. Circuit description shall include name or number of circuit, area and connected load.

E. Junction and pull boxes shall have covers stenciled with box number when indicated on Drawings, or circuit numbers according to panel schedules. Data shall be lettered in a conspicuous manner with a color contrasting with finish.

F. Name shall be correctly engraved, with a legend indicating function or areas, when required by codes or indicated on Drawings.

3.4 PROTECTION

A. Protect Work of this section until Substantial Completion.

3.5 CLEANUP

A. Remove rubbish, debris, and waste materials and legally dispose of off Project site.

END OF SECTION 26 05 13

SECTION 26 56 17 – PARKING LOT LED LIGHTING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes: Lighting fixtures, including LED lamps arrangements, drivers, wiring, and lighting controls.

B. Related Requirements:
1. Division 01 - General Requirements.
2. Section 26 0513: Basic Electrical Materials and Methods.
3. Section 31 2323: Excavating and Fill for Utilities
4. Section 32 1313: Site Concrete Work.

1.2 REFERENCES

A. Publications are referenced within the text by their basic designation only. The most current version shall apply.

B. American National Standards Institute (ANSI):
1. ANSI C82.SSL1 – SSL Drivers.
2. ANSI C136.2 - American National Standard for Roadway and Area Lighting Equipment – Luminaire Voltage Classification.
3. ANSI C136.3 – American National Standard for Roadway and Area Lighting Equipment – Luminaire Attachments.
4. ANSI C136.10 – American National Standard for Roadway Lighting Equipment – Locking-Type Photocontrol Devices and Mating Receptacle Physical and Electrical Interchangeability and Testing.
5. ANSI C136.15 – American National Standard for Roadway and Area Lighting Equipment – Luminaire Field Identification.
6. ANSI C136.25 – American National Standard for Roadway and Area Lighting Equipment – Ingress Protection (Resistance to Dust, Solid Objects and Moisture) for Luminaire Enclosures.
7. ANSI C136.31 – American National Standard for Roadway Lighting Equipment – Luminaire Vibration.

C. American Society for Testing and Materials International (ASTM):
1. ASTM A36 – Standard Specification for Carbon Structural Steel.
2. ASTM A595 - Standard Specification for Steel Tubes, Low-Carbon or High-Strength Low-Alloy, Tapered for Structural Use.
3. ASTM D1654 – Standard Test Method for Evaluation of Painted or Coated Specimens Subjected to Corrosive Environments.
4. ASTM G35 – Standard Practice for Determining the Susceptibility of Stainless Steels and Related Nickel-Chromium-Iron Alloys to Stress-Corrosion Cracking in Polythionic Acids.

D. Federal Trade Commission (FTC):
1. Green Guides, 16 CFR Part 260, Guides for the Use of Environmental Marketing Claims.

E. Illuminating Engineering Society of North America (IESNA):
   1. IESNA DG-13 – Guide for the Selection of Photo controls for Outdoor Lighting Applications.
   2. IESNA LM-64 – Photometric Measurements of Parking Areas.
   3. IESNA LM-79 – IESNA Approved Method for the Electrical and Photometric Measurements of Solid-Sate Lighting Products.
   4. IESNA LM-80 – IESNA Approved Method for Measuring Lumen Maintenance of LED Light Sources.
   5. IESNA TM-15 – Luminaire Classification System for Outdoor Luminaires
   6. IESNA TM-21 – Projecting Long Term Lumen Maintenance of LED Light Sources.
   7. IESNA RP-13 – Nomenclature and Definitions for Illuminating Engineering.

F. National Electrical Manufacturers Association (NEMA):
   1. ANSI/NEMA/ANSLG C78.377 – American National Standard for the Chromaticity of Solid-State Lighting Products.
   2. NEMA WD 7 – NEMA Guide Publication: Occupancy Motion Sensors.

G. California Building Code (CBC):
   1. California Electrical Code (CEC).

H. Next Generation Lighting Industry Alliance/Department of Energy:
   1. LED Luminaire Lifetime: Recommendations for Testing and Reporting – 1st Edition.

I. Underwriters Laboratories (UL):
   1. UL – 1449 – Surge Protective Devices.

1.3 DEFINITIONS

A. Lighting terminology used herein as defined in IESNA RP-16. See referenced documents for additional definitions.

B. Exception: The term “driver” is used herein to broadly cover both drivers and power supplies, where applicable.

C. Clarification: The term “LED light source(s)” is used herein in accordance with IES LM-80 to broadly cover LED package(s), module(s), and array(s).

D. Support Assembly: Means a pole or other support structures, brackets, cross-arms, appurtenances, base, anchorage, and foundation.

1.4 SUBMITTALS

A. List of Materials: Submit a complete list of materials proposed for this section.

B. Shop Drawings: Provide detailed and dimensioned Shop Drawings indicating kind, weight and thickness of materials, method of fitting and fastening parts together, location and number of sockets, size of LED boards and drivers, and complete details of method of fitting suspension and fastening fixtures in place. Provide wiring diagrams for lighting control equipment. Drawings shall contain sufficient information to assemble and install equipment at the Project site without further instructions. Include attachment for footings.

C. Photometric calculations: Submit calculations with graphic of luminance levels of work and floor planes. Calculations shall comply with IESNA LM-64 recommendations.

D. Performance Reports:
1. Luminaire photometric reports per IESNA LM-79 including: laboratory name, report number, date, luminaire catalog number, luminaire and light source specifications. Report shall contain lumen values in Backlight, Uplight, and Glare (BUG) zones per IESNA TM-15 and roadway type classifications luminous intensity, zonal lumen summary, and iso-footcandle diagrams, as well as documentation that specified standards and tests methods were followed.

E. Certifications:
1. LM 79 report at T=0 and T=6000 hours with a summary table showing the percent lumen output change and percent input power change.
2. Provide LM80 test results to demonstrate L70 life after 6000 hours of test.
3. LM-80 test data for the LEDs at the three temperatures per LM-80. Provide extrapolation data using and exponential decay function to show the output at 50,000 hours. Provide the Ts value from the IESNA LM-79 and where the point fall in relation to the IESNA LM-80 extrapolated data. Interpolate between the LM 80 data for the Ts temperature.
4. Provide safety certification and file number as required for the luminaire family that must be listed, labeled or identified per the California Electrical Code (CEC), Applicable testing bodies are determined by the US Occupational Safety Health administration (OSHA), and include ETL, UL, or another Nationally Recognized Testing Laboratory (NRTL).
5. Report substantiating compliance with IESNA TM-21.

F. Certified Statements:
1. Submit manufacturer’s certified statement indicating that the manufacturer has been in the business of fabricating lighting fixtures for outdoor and general area illumination for a minimum of 10 years.
2. Establish compliance with the California Lighting Efficiency and Toxics Reduction Act requirements for the manufacturer to have in place a collection and recycling system of any end-of life general purpose light fixtures generated in the State of California.
3. Submit manufacturer’s certified statement indicating that the manufacturer has local service with offices no more than 50 miles from Owner’s central offices.
4. Certification of compliance that California Health and Safety Code requirements for products containing substances identified in the California Lighting Efficiency and Toxics Reduction Act shall not exceed the following allowed content in parts per million (ppm):
a. Lead content > 0.1% or 1000 ppm.
b. Mercury Content > 0.1% or 1000 ppm.
c. Cadmium Content > 0.01% or 100 ppm.
d. Hexavalent Chromium > 0.1% or 1000 ppm.
e. Polybrominated Biphenyls > 0.1% or 1000 ppm.
f. Polybrominated Biphenyls Ether > 0.1% or 1000 ppm.

G. Installation Instructions: Submit manufacturer's written installation instructions for fixtures and accessories.

H. Include Submittal sheet for manufacturer standard finishes.

1.5 QUALITY ASSURANCE

A. Not used.

B. Listing and Labels: Light fixtures shall be Underwriters Laboratory (UL) or Nationally Recognized Testing Laboratory (NRTL) listed, and in compliance with applicable industry standards and codes. NRTL test laboratories shall be qualified by the DOE and listed in the DOE SSL website.

C. Design of lighting fixtures, accessories, supports, and method of fixture installation shall comply with requirements for earthquake-resistant construction of the State of California.

1.6 WARRANTY

A. Five years on-site replacement material, fixture finish and workmanship. On-site replacement includes transportation, removal, and installation of new products. Finish warranty shall include warranty against failure or substantial deterioration such as blistering, cracking, peeling, chalking or fading.

B. Five years material replacement warranty for defective or non-starting LED source assemblies, drivers, and power supply units (PSU).

C. LED source assemblies, drivers and power supplies that fail to maintain illuminance levels per Article 2.03.E shall be provided with an additional 10-year warranty.

PART 2 – PRODUCTS

2.1 MANUFACTURERS

A. Light Standards:
1. Standards shall be 25 feet high, tapered galvanized steel, unless otherwise indicated on Drawings.
2. Aluminum poles are not acceptable.
3. Pole shaft shall conform to ASTM A595 Grade A and be 11 gage thickness, unless otherwise indicated on Drawings. Shaft shall be one piece construction with a full length longitudinal high frequency resistance weld.
4. The anchor base shall be constructed from structural quality hot rolled carbon steel plate conforming to ASTM A36.
5. Anchor bolts shall be fabricated from commercial quality hot rolled carbon steel bar with minimum yield strength of 55,000 PSI. Bolts shall have an L bend on one end and threaded on the opposite end. Anchor bolts shall be hot dipped galvanized with a minimum length of 12 inches on the threaded end. Four properly sized bolts furnished with two hex nuts, and flat washers, shall be provided for each pole. Contractor to obtain manufacturer required base bolt pattern prior to concrete installation.
6. A two piece base cover shall completely seal the entire base plate and anchorage and it shall be securely fastened.
7. Each pole shall have a three-inch by five-inch handle. A nut holder shall be provided near the handhole and shall include a ½ inch – 13 UNC HE by Head bolt and nut for grounding. The handhole shall be welded in the pole shaft and shall include a steel cover with attachment screws. The handhole shall be located 18 inches above the base of the pole.
8. Color shall be selected by Architect.
9. All structural fasteners shall be galvanized high strength carbon steel.
10. Poles shall be designed to withstand wind velocity of 80 MPH and 100 MPH gusts. Concrete base shall be a monolithic concrete pour when installed.

11. Standards shall be installed plumb and straight on concrete footings. Grout and dry-pack after leveling. Concrete, grout and drypack requirements and procedures are as specified in Division 2.
12. Provide in line fuse assembly in hand hole of each light standard with breakaway receptacle Bussmann HEY series, or equal. Fuse assembly shall easily disconnect power to light standard. Fuse type and rating shall be as required by each application.
13. Provide all required fixture mounting accessories, including round tubular arm brackets supplied with pole.
14. Standards shall be as manufactured by Gardco, Alcastco, Lytepole, or equal.

2.2 EQUIPMENT

A. Fixtures shall meet the minimum performance requirements of efficiency and quality specified on Article 2.03.

B. Fixtures of same type shall be of one manufacturer as shown on the drawings, and shall meet the following requirements:
1. Finish: Baked-on enamel or powder-coated.
2. Luminaire Attachments in compliance to ANSI C136.3.
3. Lens: Injection molded UV stabilized high impact acrylic in compliance to ANSI C136.31 requirements for luminaire vibration.
4. Fixture Optics: Capable of full 90 degree horizontal cutoff on all distributions, and in compliance with the chromaticity of solid-state lighting products per ANSI/NEMA/ANDLG C78.377.
5. Luminaire housing: Constructed of metal of sufficient thickness to meet or exceed the rated life of the luminaire LED's. Finish color as indicated in drawings. Powder-coated and rust resistant for the life of the luminaire in compliance with ASTM D1654 requirements.
6. Driver shall be replaceable and mounted within luminaire housing.
    a. Screws shall be stainless steel. Captive screws shall be provided for any components that require maintenance after installation.
    b. Driver surge protection in compliance to UL 1449.
    c. Approved drivers: Philips, General Electric, Cree, Osram, Nichia, or approved equal.
7. No parts of the luminaire shall be constructed of polycarbonate, unless it is ultraviolet (UV) stabilized (lens discoloration shall be considered a failure under warranty).
8. Luminaire shall be "Dark Sky" compliant.
9. Luminaire shall have an option for individual LED's optical shield for house-side light control.
    a. LEDs shall be Philips, Osram, Nichia, Illumitex, General Electric, Cree, or approved equal.
10. Luminaire door shall remain securely and safely linked to luminaire body, through a hinge design, when in the door open "down" position during inspection or maintenance.
11. Luminaire shall be capable of being operated by standard plug-in photoelectric cell, facing north, and shall not draw more than 1 watts of power in the off state. Photoelectric design shall comply with IESNA DG-13.
    a. Shorting cap shall be provided with luminaire.
12. Luminaire shall have the option for motion sensor controls and 0-10V step dimming. Motion sensors shall comply with the requirements of NEMA standard WD 7 and photocell controllability per ANSI C136.10.
13. Luminaire shall include a heat dissipating sink with no fans, pumps, or liquids.
    a. Luminaire shall be designed so that debris buildup or bird droppings do not degrade heat dissipation performance.

b. Luminaire shall meet the requirements of ANSI C136.25 and C136.31 for resistance to dust, solid objects and moisture.

14. Luminaire shall weigh no more than 40 pounds. 80% of the luminaire material by weight shall be recyclable at the end of life.
15. Fixtures shall be UL or NRTL listed for wet locations.
16. Fixtures shall be labeled in accordance with the Federal Trade Commission Green Guides, 16 CFR Part 260, Guide for the Use of Environmental Marketing Claims.
17. Lighting fixtures shall be classified in accordance with IESNA TM-15.

C. Luminaire shall have a manufacturer's stencil, or a permanent legible sticker, with the month and year of delivery.

2.3 PERFORMANCE REQUIREMENTS

A. Luminaire must be subject to 100,000 cycles of 2 Gs at the resonant frequency of the luminaire (between 5 and 30 Hz) applied at the center of gravity per ANSI C136.31 without damage to the luminaire.

B. Wiring cavity shall be field accessible for service or repairs.

C. Coating shall be capable of surviving ASTM B117 salt environment for 500 hours minimum without blistering or peeling.

D. Gloss retention shall be greater than 90% for the 500 hours exposure QUV test. Results shall conform to ASTM G35, 4 hours UV-B60°/4 hours condensation 50°C.

E. Provide a minimum 6,000 hours of integral lamp operating data (not just LED data) and documented projection for 50,000 operating hours. Testing procedures and results documentation shall comply with the Department of Energy LED Luminaire Lifetime Recommendations for Testing and Reporting 1st Edition.
1. LED shall comply with the requirements set forth in UL-1449.

F. Lighting fixtures shall be rated for -20°C to +50°C.

G. Color Rendering Index shall not be less than 70.

H. Lighting fixtures shall have a minimum luminaire efficiency rating (LER) equal or greater than 75, and an Initial Lumen Efficacy (ILE) equal or greater than 70. Fixtures with lower LER and ILE shall not be accepted.

I. The acceptable Correlated Color Temperature (CCT) shall be 4500 degrees K +/- 500 degrees K.

J. Lumen Maintenance (LM) at 6000 Hrs must be greater or equal to 95%. Provide tests reports and photometric data.

K. Projected Lumen Maintenance (LM) at 50000 hrs greater or equal to 90%.

L. The Power Factor (PW) shall not be less than 0.90.

M. The Total harmonic Distortion (THD) shall be less than 20%

N. Fixtures shall operate on 120, 208, 240, 277, or 480 Volts in compliance with the requirements set forth in ANSI standard C136.15.

O. Power supply shall have a Class A sound rating in compliance with the requirements set forth in ANSI standard C136.15.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Drivers and LED boards shall be permanently labeled with the day of installation with one-inch-high letters produced with a P-touch or similar permanent labeling system.

B. Installations shall comply with CBC Seismic requirements, California Electrical code and applicable ordinances and industry standards.

C. Standards shall be installed plumb and straight on concrete footings. Concrete requirements and procedures are as specified in Section 32 13 13.

D. Emergency light fixtures shall be labeled “Emergency Fixture” with one-inch-high letters produced with a P-touch or similar permanent labeling system.

3.2 TESTING

A. Check and adjust fixtures for required illumination.

B. Replace defective drivers and LED boards.

C. Test and adjust lighting control equipment for proper operation.

3.3 SPARE PARTS

A. Furnish ten percent spare drivers with a minimum of one spare LED board of each type.

B. Furnish five percent spare motion detectors of each type with a minimum of one spare detector of each type.

3.4 HAZARDOUS WASTE DISPOSAL

A. Hazardous waste disposals shall be handled and disposed of by licensed contractor.

B. Store, remove, transport and dispose of hazardous materials in all accordance with state and federal regulations.

C. Provide Owner with copy of manifest and certificate of destruction.

3.5 PROTECTION

A. Protect the Work of this section until Substantial Completion.

3.6 CLEANUP

A. Remove rubbish, debris, and waste materials from all areas of work each day.

B. Clean fixture surfaces of dirt, cement, plaster and debris. Furnish cleansers compatible with material surfaces being cleaned.

END OF SECTION 26 56 17

SECTION 31 10 00 SITE CLEARING

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Clearing and grubbing of site.

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Division 31 Section "Grading".

B. Division 31 Section "Excavation and Fill for Utilities".

C. Division 31 Section "Excavation and Fill for Structures".

D. Division 32 Section “Asphalt Concrete Paving”.

E. Division 32 Section “Site Concrete Work”.

1.03 DEFINITIONS

A. Clearing: Removal of trees, shrubs, bushes, and other organic matter found at or above original ground level.

B. Grubbing: Removal of stumps, roots, boards, logs, and other organic matter found at or below original ground level.

C. Topping: Removal of those portions of trees, bushes, and shrubs projecting above an elevation or plane shown or indicated on Drawings.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Provide all materials, equipment, and appurtenances required for completion of clearing work.

PART 3 - EXECUTION

3.01 EXAMINATION

A. Examine surfaces for conditions that will adversely affect execution, permanence, and quality of work of this Section.

B. Do not proceed with work until unsatisfactory conditions have been corrected.

3.02 PROTECTION

A. Public and Adjacent Properties: Protect in accord with applicable laws and ordinances.

B. Existing on-site features, including flora scheduled to remain: Protect from damage at all times.

1. Do not allow earth-moving equipment within the branch spread perimeter (drip line) of existing trees which are to remain.
2. Do not impact, trespass upon, or otherwise violate areas designated on Drawings as easements, buffer zones, wetlands, or similar environmentally sensitive areas.
3. Protect existing piezometers and monitoring wells located on-site which have been identified and flagged by Owner.

C. Utilities:

1. Protect all active utility lines on-site.
2. Remove from site abandoned lines encountered during clearing and grubbing operations.
3. Capping and/or rerouting of active utility lines encountered during clearing and grubbing operations shall be performed as part of the work of other Sections.
4. Expeditiously repair damaged utilities at no cost to Owner.

D. Dust control:

1. Throughout entire construction period, effectively dust-palliate working area, unpaved areas, and involved portions of the site.
2. Palliation: Intermittently water and sprinkle with such frequency as will satisfactorily allay dust at all times. Chemical treatment of any type is not permitted.
3. Use of reclaimed water shall conform to requirements and guidelines of governing health authorities and be specifically approved by Owner.

E. Soil redistribution: Do not redistribute existing soils beyond immediate area of origin.

3.03 CLEARING

A. Limit of Clearing: Areas indicated on Drawings. Clearing limits shall be approved by Owner prior to starting clearing operations.

B. Remove trees, saplings, shrubs, bushes, vines, and undergrowth within limits of clearing.

3.04 GRUBBING

A. Limits of grubbing: As specified for clearing.

B. Remove tree stumps and root systems completely unless removal damages roots of plants to remain. Refer to Division 31 Section "Excavation and Fill for Utilities" for protection of existing plants to remain.

C. For vegetation other than trees, remove stumps, roots, and matted roots to minimum depths specified below:

1. Under footings: 18 inches.
2. Under walks: 12 inches.
3. Under roads: 18 inches.
4. Under parking areas: 12 inches.
5. Under planting areas: 12 inches.
6. Under fills: 8 inches.
7. Where footings, roads, walks, and other construction is on fill, the greater depth applies.

3.05 DISPOSAL

A. Burning of materials on-site is not permitted.

B. Removal:

1. Remove materials resulting from clearing and grubbing operations from site daily as they accumulate.
2. When work continues beyond normal working hours, do not allow materials to accumulate on-site for more than 48 hours.

3.06 TREE REMOVAL, RELOCATION, OR SALVAGE

A. Protect trees from damage until Owner removes trees indicated on Drawings to be salvaged or removed by Owner.

B. Cut and remove other trees from site unless designated on Drawings to remain or be relocated.

C. Verify with Owner which trees are to be salvaged, removed, or relocated.

END OF SECTION 31 10 00

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SECTION 31 22 00 - GRADING

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Site grading, including:

1. Site stripping.
2. Removal of organic soils.
3. Import or export of soils as required to complete grading.
4. Rough grading and shaping of site.
5. Final finish grading and shaping of site.
6. Groundwater control and dewatering of excavations.
7. Removal from site and proper disposition of all debris and excess material resulting from the work.
8. Fill and compact holes resulting from tree removal.

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Geotechnical Report.

B. Division 31 Section "Site Clearing".

C. Division 31 Section "Excavation and Fill for Utilities".

D. Division 31 Section "Excavation and Fill for Structures".

E. Division 31 Section "Erosion and sedimentation controls".

F. Division 32 Section "Asphalt Concrete Paving".

G. Division 32 Section “Site Concrete Work”.

1.03 DEFINITIONS

A. Dewatering: Control of surface water runoff and ground water accumulation.

1.04 QUALITY ASSURANCE

A. Tests and Inspections:

1. Procedure: In accordance with Division 01 Sections.
2. Required tests:

a. Fill material: Determine suitability of fill material not previously evaluated.

b. Maximum density tests: Determine optimum moisture content and maximum dry density of fill materials placed and compacted in accord with ASTM D 1557, Procedure A.
c. Field density tests: Determine in-place density of fill materials placed and compacted in accord with ASTM D 1556, ASTM D 2922, or ASTM D 2937. Provide one test for every 10,000 sq. ft. per lift.
d. Certification of all subgrade improvements and engineered fills and subgrades with respect to their adequacy and suitability values for intended uses.
e. Suitability and classification testing for all soils of unknown characteristics prior to use as compacted fills.
f. Other tests as may be required by Owner.

3. Required inspections and controls:

a. General inspection of stripping of surfaces and removal of root mat, peat, organic soils (muck), clay, and other unsuitable material.
b. Detailed inspection of exposed subgrades prior to finishing or placing fill materials.
c. Continuous control of placing and compacting of all engineered fills.
d. Continuous inspection and monitoring during placing and compacting operations.
e. Observation and consultation in processes of bank shaping, safety in excavations, dewatering, and identification of materials encountered.

B. Requirements of regulatory agencies: In addition to complying with other legal requirements, comply with the following.

1. Code of Federal Regulations Title 29 CFR Part 1926, Subpart P, Excavations.
2. Occupational Safety and Health Administration Document 2226.

C. Reference specifications and standards:

1. ASTM: D 1556 Density and Unit Weight of Soil in Place by the Sand-Cone Method.
2. ASTM: D 1557 Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft.-lbf/ft3).
3. ASTM: D 2922 Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
4. ASTM: D 2937 Density of Soil In-Place by the Drive-Cylinder Method.
5. CFR: Title 29 CFR Part 1926 Safety and Health Regulations for Construction.
6. OSHA: Document 2226 Excavations.

D. Allowable tolerances:

1. Grading elevations and contours: Accuracy of final grading elevations and contours shall be the responsibility of the Contractor. Layout and field staking for grading shall be performed by a civil engineer or land surveyor licensed in the State of California.
2. Grade (cut or fill) site to the elevations indicated on Drawings within the following tolerances:

a. All cuts and fills: Within a tolerance ±0.10 feet for grades indicated on Drawings.
b. Structures at or on grade: Within 0.02 feet (including hardscape).

PART 2 - PRODUCTS

2.01 MATERIALS

A. On-site and borrow fill:

1. Nonexpansive, predominantly granular material:

a. Particles less than 2 inch in any dimension;
b. Free of organic and inorganic debris;
c. Not more than 12 percent by weight passing the No. 200 sieve.

2. Acceptable to geotechnical engineer retained by Owner.
3. Top soil: All soil above the lower root line of fine vegetation (grasses and sod).
4. Borrow site: At location approved by Owner.

B. Recycled fill: Refer to Division 02 Section "Selective Site Demolition". Limit use as follows:

1. Not more than 10 percent (by volume, compacted) of total fill.
2. Not less than 2 feet below bottom of concrete foundations.
3. Imported, recycled fill is not acceptable.

PART 3 - EXECUTION

3.01 PROTECTION

A. Public and adjacent properties: Protect in accord with applicable laws and ordinances.

B. Existing on-site features, plant life, including trees, scheduled to remain:

1. Protect from damage at all times.
2. Do not allow earth-moving equipment within the branch spread perimeter (drip line) of existing trees.

C. Utilities:

1. When utility line excavation occurs near existing utilities, whether or not indicated on Drawings, maintain existing utility services fully operational. Protect and support utility lines in a manner to prevent damage. Method of protection is subject to Owner's approval.
2. Expeditiously repair damaged utilities at no cost to Owner.
3. Remove abandoned lines encountered during excavating and dispose of off-site. Report unidentified lines to Owner prior to removal.
4. Capping and rerouting of indicated active utility lines encountered during Work of this Section will be performed as part of the work of section pertaining to utility encountered.

D. Dust control:

1. Throughout entire construction period, effectively dust-palliate working area, unpaved roads, and involved portions of site.

2. Palliation: Intermittently water and sprinkle with such frequency as will satisfactorily allay dust at all times. Chemical treatment of any type is not permitted.
3. Use of reclaimed water shall conform to requirements and guidelines of governing health authorities and be specifically approved by Owner.

3.02 STRIPPING AND CLEARING

A. Strip dry ground areas of all top soil, surface vegetation, muck, roots, organic material, and debris to result in a uniform surface of exposed clean, natural sand or soils.

B. Except as directed otherwise by Owner, dispose of all waste materials to legal off-site disposal areas.

C. Soil redistribution: Do not redistribute existing soils beyond immediate area of origin

3.03 EXCAVATIONS

A. Excavate materials of every nature to dimensions and elevations indicated. Use equipment of suitable type for materials and conditions involved.

B. Where additional excavation is required to remove unsatisfactory materials encountered, such additional work shall be paid for by means consistent with terms of the Contract.

C. Remove from site materials not approved for use as topsoil or fill and excess excavated materials.

3.04 FILLING, COMPACTING, AND GRADING

A. Filling:

1. Place fill in uniform lifts not exceeding 8 inches in loose thickness that will uniformly compact to the required densities.
2. Bring each layer to between ±2 percent of optimum moisture content before compaction. Add water by uniform sprinkling and mixing with soils. Add or blend additional fill materials or dry out existing materials as required.
3. When moisture content and condition of each layer is satisfactory, compact to specified density. Compact areas not accessible to motor-driven equipment with mechanical or heavy hand tampers.
4. Rework compacted areas failing to meet specified density as determined by tests. Recompact and retest as required or directed to achieve proper density.
5. Correct unauthorized excavation made below depth indicated, as acceptable to geotechnical engineer retained by Owner, at no additional cost to Owner.
6. Do not place fill materials until subgrade is acceptable to geotechnical engineer retained by Owner, nor until preceding fill layer is acceptable.
7. Prior to placing fill material on existing surfaces, scarify to a depth of 6 inches and recompact to same degree of compaction as overlying fill material.

B. Compacting:

1. Parking and pavement areas: Compact soils below all parking areas, walks, slabs, and asphalt pavement to 90 percent of the Modified Proctor maximum dry density for full depth of fill as required in the project Geotechnical Report.
2. Landscape areas: Compact soils below all landscape, planting, and sod areas to 85 percent of the Modified Proctor maximum dry density for the full depth of fill.
3. Minor structures: Support catch basins and other minor structures on bottom and all sides by soils compacted to 90 percent of the Modified Proctor maximum dry density for full depth of fill.

C. Grading:

1. Grade (cut or fill) site to the elevations indicated on Drawings within the following tolerances:

   a. All cuts and fills: Within a tolerance ±0.10 feet for grades indicated on Drawings.
   b. Structures at or on grade: Within 0.02 feet (including hardscape).

2. Elevations and contours indicated on Drawings are to finish grade unless otherwise indicated. Make allowances for pavement thickness, bases, and sod material where applicable.

3.05 DEWATERING

A. Drain excavations and other prepared work areas occurring below groundwater level and maintain in a dewatered condition while performing work at those elevations.

B. Prevent surface water drainage from entering excavations, and ponding on subgrades and other prepared work areas.

C. Maintain dry excavations and subgrades by whatever means necessary while working in each area.

1. Reduce groundwater level to a sufficient depth to ensure that bottom soils are not saturated or develop a "quick" condition.
2. Reroute surface water drainage away from excavations, prepared subgrades, and other work areas.
3. Prevent excessive rainwater, to the extent that detrimental softening, undermining, washout, and similar damage would occur, from accumulating in excavations, upon subgrades, and at other prepared work areas.
4. Do not use excavations as temporary drainage.

D. Dewatering methods selected by Contractor shall be subject to approval by Owner.

END OF SECTION 31 22 00

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SECTION 31 23 02 - EXCAVATION AND FILL FOR UTILITIES

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Dewatering, excavating, shoring, sheeting, bracing, trenching, backfilling, and all other earthwork operations required for utility and other underground lines and appurtenances.

B. Providing access to open trenches after utility lines have been installed and bedded, but prior to backfilling being commenced, to permit recording of record or "as-built" survey information.

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Geotechnical Report.

B. Division 31 Section “Site Clearing”.

C. Division 31 Section "Excavation and Fill for Structures".

D. Division 33 Section "Underground Utilities Marking".

E. Division 33 Section “Site Water Distribution System”.

F. Division 33 Section “Sanitary Sewer System”.

G. Division 33 Section “Storm Drainage System”.

1.03 QUALITY ASSURANCE

A. Tests and inspections:

1. Procedure: In accordance with Division 01 Sections.
2. Test methods:
    a. Maximum dry density of backfill materials shall be determined by ASTM D 1557, Procedure A.
    b. Field density tests shall be determined by ASTM D 1556, ASTM D 2922, or ASTM D 2937.
3. Required tests:
    a. Backfill material: Determine suitability of backfill and bedding material not previously evaluated.
    b. Maximum density tests: Determine optimum moisture content and maximum dry density of backfill and bedding materials placed and compacted.
    c. Field density tests: Determine in-place density of backfill materials placed and compacted. Conduct one test for every 100 linear feet of trench and one test for each 1 foot vertical lift.

d. Other tests as may be required by Owner.

4. Required inspections:

a. Excavation inspection: Detailed inspection of exposed excavations prior to placing bedding and backfill material.
b. Bedding conditions: Determine and evaluate condition of bedding to receive utility lines.

B. Requirements of regulatory agencies: In addition to complying with other legal requirements, comply with the following.

1. Code of Federal Regulations Title 29 CFR Part 1926, Subpart P, Excavations.
2. Occupational Safety and Health Administration Document 2226.

C. Reference specifications and standards:

1. ASTM: D 1556 Density and Unit Weight of Soil in Place by the Sand-Cone Method.
2. ASTM: D 1557 Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft.-lbf/ft3).
3. ASTM: D 2922 Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
4. ASTM: D 2937 Density of Soil In-Place by the Drive-Cylinder Method.
5. CFR: Title 29 CFR Part 1926 Safety and Health Regulations for Construction.
6. OSHA: Document 2226 Excavations.

1.04 SUBMITTALS

A. Procedures: In accordance with Division 01 Sections.

B. Drawings and engineering design calculations: Signed and sealed engineering drawings and calculations for required shoring, sheeting, or cribbing for approval prior to starting installation of shoring, sheeting, or cribbing.

PART 2 - PRODUCTS

2.01 MATERIALS

A. On-site materials: Materials obtained by selective stockpiling of excavated soils.

1. Bedding: Unless indicated otherwise on Drawings, conform to the following.

a. Clean sand and native free-draining granular materials, free from all vegetation and debris or as indicated on Drawings.
b. Bedding shall meet gradation requirements when tested in accord with ASTM D 422 and have a minimum sand equivalent of 30 as determined by ASTM D 2419.

Sieve Size	% Passing Sieve by Weight
1/2 in.	100
No. 4	70 - 100
No. 16	50 - 90
No. 50	10 - 50
No. 200	0 - 10

2. Backfill: Clean material, free from all vegetation and debris. Do not use rocks or lumps larger than 2 inches in any dimension.

B. Borrow fill:

1. Nonexpansive, predominantly granular material:

a. Particles less than 2 inches in any dimension;
b. Free of organic and inorganic debris;
c. Not more than 12 percent by weight passing the No. 200 sieve behind retaining walls and 25 percent elsewhere.

2. Acceptable to geotechnical engineer retained by Owner.

PART 3 - EXECUTION

3.01 PROTECTION

A. Public and adjacent properties: Protect in accord with applicable laws and ordinances.

B. Existing on-site features, plant life, including trees, scheduled to remain:

1. Protect from damage at all times.
2. Do not allow earth-moving equipment within the branch spread perimeter (drip line) of existing trees.
3. Do not cut tree roots over 2 inches in diameter without prior approval from Owner.
4. Support trees during excavation in an approved manner.
5. When excavation adjacent to existing trees is necessary, use all possible care to avoid injury to trees and tree roots. Excavate by hand all areas where 2 inch and larger roots occur. Tunnel under and heavily wrap with burlap roots 2 inches and larger in diameter, except directly in the path of pipe or conduit, to prevent scarring or excessive drying. When a trenching machine runs close to trees having roots smaller than 2 inches in diameter, hand trim wall of trench adjacent to tree, making clean cuts through roots. Paint roots 1 inch and larger in diameter with two coats of Tree Seal, or Owner-approved equivalent. Close trenches adjacent to trees within 24 hr.; when this is not possible, shade side of trench adjacent to tree with burlap or canvas.
6. All work around and adjacent to existing trees, including inspection prior to backfill, shall be approved by Owner. Obtain Owner's approval in writing for all procedures prior to commencement of work. Trees that die due to damage or unacceptable work shall be back-charged to Contractor.

C. Where utility line excavation occurs in lawn, grassed, or landscaped areas, carefully remove and stockpile sod and plants to preserve for transplanting.

1. Place excavated material from trenches on lawn or grass, provided a drop cloth or other approved method is employed to protect lawn or grass from permanent damage. Do not keep stockpiled materials on lawn or grass for more than 72 hr.
2. Immediately after completion of backfilling and testing of utility lines, replace sod and replant plants in a manner to restore lawn, grass, and landscaping to its original condition within practical limits. Replace damaged landscaping at no cost to Owner as part of the work of this Section.

D. Where utility line excavation occurs in paved areas, saw-cut existing pavement along straight, uniform lines such that the amount of pavement cut and removed shall be the minimum consistent with safe excavation practices.

1. Do not use removed pavement as backfill material.
2. Replace removed pavement with new pavement to match existing in accord with Project Specifications.

E. Open trenches: Barricade all open trenches during work hours and cover at the close of each day's work.

F. Utilities:

1. When utility line excavation occurs near existing utilities, whether or not indicated on Drawings, maintain existing utility services fully operational. Protect and support utility lines in a manner to prevent damage. Method of protection is subject to Owner's approval.
2. Expeditiously repair damaged utilities at no cost to Owner.
3. Remove abandoned lines encountered during excavating and dispose of off-site. Report unidentified lines to Owner prior to removal.
4. Capping and rerouting of indicated active utility lines encountered during Work of this Section will be performed as part of the work of section pertaining to utility encountered.

G. Dust control:

1. Throughout entire construction period, effectively dust-palliate working area, unpaved roads, and involved portions of site.
2. Palliation: Intermittently water and sprinkle with such frequency as will satisfactorily allay dust at all times. Chemical treatment of any type is not permitted.
3. Use of reclaimed water shall conform to requirements and guidelines of governing health authorities and be specifically approved by Owner.

H. Water control:

1. Maintain trenches and other excavations free of water while lines are being placed and until backfill has been completed and approved.
2. Maintain adequate pumping equipment at all times to provide for emergencies.
3. Dispose of water in such a manner as not to create a nuisance, cause damage to property, or interfere with activities of other contractors. Prevent water from migrating outside of construction areas. Use Owner-approved methods and materials to confine water to construction areas. Failure to contain water is not permitted.
4. Dewater as required to maintain site in a relatively dry condition, including well point dewatering.
5. Methods of dewatering and disposal of water are subject to Owner's approval.

I. Bracing and shoring:

1. Support excavations in accord with all legal requirements.
2. Set and maintain sheet piling and shoring timbers in a manner that will prevent caving of walls of excavations or trenches and not impose other loads or surcharges on lines.
3. When it is impractical to remove shoring and bracing, obtain approval from Owner to leave in place. Record locations of such "in-place" shoring and bracing on Project Record Documents.

J. Stockpiled excavated materials: Confine excavated materials to immediate area of stockpiled location.

K. Soil redistribution: Do not redistribute any existing soils beyond the immediate area of origin.

3.02 EXCAVATION

A. General: Include removal of materials and obstructions that interfere with the execution of the Work.

1. Unless indicated otherwise, excavation for utilities lines shall be by open trench.
2. Sides of trenches shall be as nearly vertical as practicable.
3. Obtain prior approval from Owner for use of tunneling.

B. Trench widths:

1. Lines less than 6 inches outside diameter: 18 inches minimum.
2. Larger lines: Clear distance on each side of line of not less than 8 inches or more than 1/2 of outside diameter of line.

C. Trench depth: Excavate trenches to lines and grades as necessary for construction of utility lines indicated.

D. Over-excavation: Backfill over-depth excavations to required grade with specified bedding and backfill material. Compact bedding and backfill material to specified density.

E. Perform any dewatering and pumping required to keep excavations free of standing water.

F. Refer to geotechnical reports for seasonal high groundwater table elevation estimates. It is the sole responsibility of contractor to make its own judgments as to the actual conditions, and to draw its own conclusions as to means and methods required for performance of the work. Provide dewatering, if required, at whatever elevation groundwater is actually encountered.

G. A plan for any proposed dewatering shall be submitted for approval prior to commencement of any such work. Any permitting for dewatering which may be required shall be the responsibility of Contractor.

H. Sequence, schedule, coordinate, and perform the work so as to maintain safe, unobstructed passage as required for emergency egress and general site access. Provide any and all bridging of trenches of work, barricades, etc., that may be required to comply with this requirement.

3.03 BACKFILL

A. General: Backfill consists of bedding, backfill, and restoration of surface.

B. Bedding: Bedding is defined as material supporting, surrounding, and extending to 12 inches above the top of utility line. Bedding shall not be required under or around structures, except at utility lines.

1. Do not cover lines until they have been inspected and approved for alignment and grade and recording of record or "as-built" survey information has been performed.
2. Commence bedding immediately after approval and survey information recording, to preclude damage to utility lines.
3. Carefully place bedding around utility lines so as not to displace or damage line, and fill symmetrically on each side of line to 12 inches above top of line.
4. Compact bedding to 90 percent of the maximum dry density in accord with ASTM D 1557 using mechanical equipment.

C. Backfill: Backfill includes material from 12 inches above the lines to, and including, surface restoration.

1. Do not backfill against structures until concrete has attained sufficient strength to withstand loads, and structures have been approved.
2. Place backfill in loose uniform lifts not exceeding 8 inches.
3. Use mechanical compactors for compaction of backfill.

D. Coordinate and ensure installation of underground utilities marking in accord with Division 33 Section "Underground Utilities Marking".

E. Compacting:

1. Parking and pavement areas: Compact soils below parking areas, walks, slabs, and asphalt concrete pavement to 90 percent of the maximum dry density in accord with ASTM D 1557 for full depth of fill.
2. Landscape areas: Compact soils below landscape, planting, or sod areas to 85 percent of the maximum dry density in accord with ASTM D 1557 for full depth of fill.
3. Building areas: Compact soils below all buildings and for a distance of 5 feet beyond perimeter footing to at least 90 percent of the maximum dry density in accord with ASTM D 1557 for full depth of fill.
4. Minor structures: Support catch basins and other minor structures on bottom and all sides by soils compacted to 90 percent of the maximum dry density in accord with ASTM D 1557 for full depth of fill.

3.04 ADJUST AND CLEAN

A. Surface restoration:

1. Restore surface areas over trenches equivalent to conditions which existed prior to start of work.
2. Reconstruct surfaces in accord with applicable Sections of the Specifications.

B. Disposal:

1. Debris:

a. Remove and dispose of all rubbish, debris, and vegetation as it accumulates.
b. Dispose of debris off-site or at an on-site disposal area designated by Owner.

2. Excess soil: May be stockpiled within the perimeter of the site and used as fill, subject to the approval of the geotechnical engineer. Designation of an onsite area for disposal of excess soil will be made by the Owner.

END OF SECTION 312302

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SECTION 31 23 04 - EXCAVATION AND FILL FOR STRUCTURES

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Excavating, backfilling, and compacting for structures.

B. Restore grades to required elevations.

C. Remove excess materials from site.

D. Pumping and dewatering.

E. Support of excavations.

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Geotechnical Report.

B. Division 03 Section "Cast-In-Place Concrete".

C. Division 31 Section “Site Clearing”.

D. Division 31 Section "Excavation and Fill for Utilities".

1.03 QUALITY ASSURANCE

A. Tests and inspections:

1. Procedure: In accordance with Division 01 Sections.
2. Test methods:

    a. Maximum dry density of backfill materials shall be determined by ASTM D 1557, Procedure A.
    b. Field density tests shall be determined by ASTM D 1556, ASTM D 2922, or ASTM D 2937.

3. Required tests:

    a. Backfill material: Determine suitability of backfill material not previously evaluated.
    b. Maximum density tests: Determine optimum moisture content and maximum dry density of backfill materials placed and compacted.
    c. Field density tests: Determine in-place density of backfill materials placed and compacted. one test for every 100 cu. yd. of material placed and one test for each 1 foot vertical lift.
    d. Other tests as may be required by Owner.

4. Required inspections:

    a. Excavation inspection: Detailed inspection of exposed excavations prior to placing backfill material.
    b. Placement and compaction inspection: Continuous inspection and monitoring.

B. Requirements of regulatory agencies: In addition to complying with other legal requirements, comply with the following.

1. Code of Federal Regulations Title 29 CFR Part 1926, Subpart P, Excavations.
2. Occupational Safety and Health Administration Document 2226.

C. Reference specifications and standards:

1. ASTM: D 1556 Density and Unit Weight of Soil in Place by the Sand-Cone Method.
2. ASTM: D 1557 Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft.-lbf/ft3).
3. ASTM: D 2922 Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
4. ASTM: D 2937 Density of Soil In-Place by the Drive-Cylinder Method.
5. CFR: Title 29 CFR Part 1926 Safety and Health Regulations for Construction.
6. OSHA: Document 2226 Excavations.

1.04 SUBMITTALS

A. Procedures: In accordance with Division 01 Sections.

B. Drawings and engineering design calculations: Signed and sealed engineering drawings and calculations for required shoring, sheeting, or cribbing for approval prior to start of installation of shoring, sheeting, or cribbing.

PART 2 - PRODUCTS

2.01 MATERIALS

A. On-site materials and borrow fill:

1. Nonexpansive, predominantly granular material:

    a. Particles less than 2 inches in any dimension.
    b. Free of organic and other deleterious materials.
    c. Not more than 12 percent by weight passing the No. 200 sieve behind retaining walls and 25 percent elsewhere.

2. Acceptable to a geotechnical engineer retained by Owner.
3. Top soil: All soil above the lower root line of fine vegetation (grasses and sod).
4. Borrow site: At location approved by Owner.

PART 3 - EXECUTION

3.01 PROTECTION

A. Public and adjacent properties: Protect in accord with applicable laws and ordinances.

B. Existing on-site features, plant life, including trees, scheduled to remain:

1. Protect from damage at all times.
2. Do not allow earth-moving equipment within the branch spread perimeter (drip line) of existing trees.
3. Do not cut tree roots over 2 inches in diameter without prior approval from Owner.
4. Support trees during excavation in an approved manner.
5. When excavating adjacent to existing trees is necessary, use all possible care to avoid injury to trees and tree roots. Excavate by hand areas where 2 inch and larger roots occur. Tunnel under and heavily wrap with burlap roots 2 inches and larger in diameter, except directly in the path of pipe or conduit, to prevent scarring or excessive drying. When a trenching machine runs close to trees having roots smaller than 2 inches in diameter, hand trim wall of trench adjacent to tree, making clean cuts through roots. Paint roots 1 inch and larger in diameter with two coats of Tree Seal, or Owner-approved equivalent. Close trenches adjacent to trees within 24 hr.; when this is not possible, shade side of trench adjacent to tree with burlap or canvas.
6. All work around and adjacent to existing trees, including inspection prior to backfill, shall be approved by Owner. Obtain Owner's approval in writing for all procedures prior to commencement of work. Trees that die due to damage or unacceptable work shall be back-charged to Contractor.

C. Utilities:

1. When utility line excavation occurs near existing utilities, whether or not indicated on Drawings, maintain existing utility services fully operational. Protect and support utility lines in a manner to prevent damage. Method of protection is subject to Owner's approval.
2. Expeditiously repair damaged utilities at no cost to Owner.
3. Remove abandoned lines encountered during excavating and dispose of off-site. Report unidentified lines to Owner prior to removal.
4. Capping and rerouting of indicated active utility lines encountered during Work of this Section will be performed as part of the work of section pertaining to utility encountered.

D. Dust control:

1. Throughout entire construction period, effectively dust-palliate working area, unpaved road, and involved portions of site.
2. Palliation: Intermittently water and sprinkle with such frequency as will satisfactorily allay dust at all times. Chemical treatment of any type is not permitted.
3. Use of reclaimed water shall conform to requirements and guidelines of governing health authorities and be specifically approved by Owner.

E. Water control:

1. Maintain excavation free of water while foundations are being placed and until backfill has been completed and approved.
2. Maintain adequate pumping equipment at all times to provide for emergencies.

3. Dispose of water in such a manner as not to create a nuisance, cause damage to property, or interfere with activities of other contractors. Prevent water from migrating outside of construction areas. Use Owner-approved methods and materials to confine water to construction areas. Failure to contain water is not permitted.
4. Dewater as required to maintain site in a relatively dry condition, including well point dewatering.
5. Methods of dewatering and disposal of water is subject to Owner's approval.

F. Cribbing and shoring:

1. Provide temporary or permanent cribbing, sheeting, and shoring as necessary to safely retain earth banks and protect excavations from caving or other damage.
2. Design, install, and maintain cribbing, sheeting, and shoring and remove after use.

G. Stockpiled excavated materials: Confine excavated materials to immediate area of stockpiled location.

H. Soil redistribution: Do not redistribute existing soils beyond immediate area of origin.

3.02 STRIPPING

A. Stockpile materials from excavations suitable for use in fill and backfill.

B. Remove from site materials not approved for use as topsoil, fill or backfill, and excess excavated materials.

3.03 EXCAVATING

A. Excavate materials of every nature to dimensions and elevations indicated on Drawings. Use equipment of suitable type for materials and conditions involved.

B. Extend excavation a sufficient distance from walls to allow for forming and shoring, application of waterproofing, installation of services, and approvals. Do not excavate below indicated depths.

C. Foundations: Excavations may be made to net sizes plus 2 inches for casting concrete directly against earth banks, provided, in opinion of Owner, earth banks are sufficiently stable to remain in position until concrete has been placed.

1. If, in opinion of Architect/Engineer, earth banks are not stable enough for concrete placement, excavate additional width necessary to provide space for formwork, and backfill after forms have been removed.
2. All trenches shall be formed.

D. Correct unauthorized excavation made below depths indicated on Drawings, as recommended by geotechnical engineer retained by Owner, at no additional cost to Owner.

E. Where additional excavation is required to remove unsatisfactory materials encountered, such additional work shall be paid for by means consistent with terms of Contract.

3.04 FILL, BACKFILL, AND COMPACTION

A. Fill and backfill:

1. Place earth fill and backfill in layers that will uniformly compact to required densities, but in loose layers not more than 8 inches thick.

   a. Place backfill only after walls have been supported by completion of interior floor systems or have been sufficiently braced to resist imposed loading.
   b. Place backfill against walls below grade after waterproofing systems have been completed and approved.
   c. Protect waterproofing systems during backfill operations.
   d. If waterproofing is damaged, do not continue backfilling until membrane damage is repaired as approved by Owner.
   e. Restore grades to indicated elevations.

2. Slurry cement (lean concrete) backfill:

   a. Where specifically indicated on Drawings, slurry cement backfill consisting of a fluid, workable mixture of aggregate, cement, and water shall be used as foundation structure backfill.
   b. Cement shall be Portland cement conforming to provisions in Division 03 Section "Cast-In-Place Concrete", except that testing will not be required.
   c. Water used for slurry cement backfill shall be free from oil, salts, and other impurities which would have an adverse effect on quality of backfill material.
   d. At Contractor's option, aggregate shall be either 1) material selected from excavation, imported material, or a combination thereof, which is free of organic material and other deleterious substances, or 2) commercial quality concrete sand. Material selected from excavation, imported material, or a combination thereof shall meet the following grading:

Sieve Sizes	Percentage Passing
1-1/2 in.	100
1 in.	80-100
3/4 in.	60-100
3/8 in.	50-100
No. 4	40-80
No. 100	10-40

   e. Aggregate, cement, and water shall be proportioned either by weight or by volume. Not less than 188 lb. of cement shall be used for each cu. yd. of material produced. Water content shall be sufficient to produce a fluid, workable mix that will flow and can be pumped without segregation of aggregate while being placed.
   f. Materials for slurry cement backfill shall be thoroughly machine-mixed in a pugmill, rotary drum, or other approved mixer. Mixing shall continue until cement and water are thoroughly dispersed throughout material. Slurry cement backfill shall be placed in the Work within 1 hr. after mixing.
   g. Slurry cement backfill shall be placed in a uniform manner that will prevent voids in, or segregation of, backfill and will not float or shift foundation structures. Foreign materials which fall into trench prior to or during placing of slurry cement backfill shall be immediately removed.

h. Placing material over slurry cement backfill shall not commence less than 4 hours after slurry cement backfill has been placed.

B. Compaction:

1. Bring each layer to with ±2 percent of optimum moisture content before compaction. Add water by uniform sprinkling. Jetting and flooding are prohibited. Add and blend additional fill materials or dry out existing materials as required.
2. When moisture content and condition of each layer is satisfactory, compact to not less than 90 percent of maximum dry density in accord with ASTM D 1557.
3. Compact areas not accessible to motor-driven equipment with mechanical or heavy hand tampers.
4. Rework compacted areas failing to meet specified maximum dry density, as determined by tests. Recompact and retest as required to achieve 90 percent of the maximum dry density in accord with ASTM D 1557.

C. Grading:

1. Build compacted backfills to indicated or required finish grades, less allowances for thickness of slabs, paving, and required base courses.
2. Rough grade backfilled surfaces smooth, level to within 0.10 foot of intended surface. Compact loose material and maintain in a moist condition until covered.

END OF SECTION 31 23 04

SECTION 31 25 00 - EROSION AND SEDIMENTATION CONTROLS

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Erosion, sedimentation and water pollution control features in place or relocated as indicated on Drawings, prior to start of all grading or construction.

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Temporary facilities and controls.

B. Division 31 Section "Grading".

1.03 DEFINITIONS

A. Control features: Includes, but not limited to berms, erosion control blankets, gravel bags, sand bags, silt barriers, silt fences, swales, and other features in accord with referenced specifications and standards.

1.04 QUALITY ASSURANCE

A. Performance criteria: Prevention, control and abatement of erosion, sedimentation and water pollution shall be in accord with:

1. California Stormwater Best Management Practice Handbook for Construction, Section "Best Management Practices for Erosion and Sedimentation Control".
2. As indicated on Drawings.
3. As called for in Owner’s approved Storm Water Pollution Prevention Plan (SWPPP).
4. As established under the accepted Contractor’s Stormwater Management Plan (CSMP):

    a. Contractor shall prepare a comprehensive plan for the management of incident and transient storm water within the limits of work or such larger area as may be indicated on the plans.
    b. Contractor’s plan shall indicate all measures required to comply with the applicable requirements of the SWPPP as relates to the Work and the situation within limits of work during the Contract Time.
    c. The SWPPP was prepared solely for the purpose of expediting permitting for the Work, and Owner’s having prepared same shall not be construed as relieving Contractor of any responsibility it has to establish and maintain proper stormwater management pursuant to its signing of the SWPPP Certificates of Compliance and any other applicable regulations. Neither shall Owner’s review or approval of the CSMP relieve Contractor of such responsibility.

B. Reference specifications and standards:

1. California Stormwater Best Management Practice Handbook for Construction.

1.05 SUBMITTALS

A. Procedures: In accordance with Division 01 Sections.

B. Shop drawings: Plans and details, including layout and locations of erosion and sedimentation control features. Indicate dimensions, materials, and anchorage underlying substrates.

C. Product data:

1. Manufacturer's detailed technical materials and application data.
2. Submit filter fabric material specifications and installation configuration prior to start of construction.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Materials for control features: In accord with referenced specifications, standards, and approved submittals.

PART 3 - EXECUTION

3.01 ERECTION

A. General: Erect and maintain control features in accord with Drawings and referenced specifications, standards, and approved submittals.

B. Maintenance:

1. Inspect control features immediately after each rainfall and similar event, and at least once a day during periods of prolonged rainfall and similar events. Immediately repair control features to maintain intended function and performance.
2. Replace sandbags and other materials that exhibit damage, decomposition, or are otherwise ineffective.
3. Prevent excessive accumulation of sediment deposits. Remove sediment deposits at a frequency of not less than after each rainfall and similar event.

3.02 REMOVAL OF CONTROL FEATURES.

A. Remove control features when directed by Owner.

END OF SECTION 31 25 00

SECTION 31 32 00 - CHAIN LINK FENCES AND GATES

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Chain link fences and gates.

B. Specialty finish hardware for gates.
1. Exit device, including cylinders.
2. Padlocks.
3. Monitoring switches.

1.2 RELATED WORK SPECIFIED ELSEWHERE

A. Geotechnical Report.

B. Division 33 Section "Site Concrete Work".

C. Division 23 Electrical for grounding.

1.3 QUALITY ASSURANCE

A. Reference specifications and standards:
1. ASTM: A392 Zinc-Coated Steel Chain-Link Fence Fabric.
2. ASTM: A569 Steel, Carbon, Hot-Rolled Sheet Strip, Commercial Quality.
3. ASTM: A641 Zinc-Coated (Galvanized) Carbon Steel Wire.
4. ASTM: A653 Steel Sheet, Zinc-Coated (Galvanized) and Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
5. ASTM: A780 Repair of Damaged Hot-Dip Galvanized Coatings.
6. ASTM: A824 Metallic-Coated Steel Marcelled Tension Wire for Use with Chain Link Fence.
7. ASTM: F567 Installation of Chain-Link Fence.
8. ASTM: F626 Fence Fittings.
9. 1ASTM: F668 Poly (Vinyl Chloride) (PVC) - Coated Steel Chain-Link Fence Fabric.
10. ASTM: F669 Strength Requirements of Metal Post and Rails for Industrial Chain Link Fence.
11. ASTM: F900 Industrial and Commercial Swing Gates.
12. ASTM: F934 Standard Colors of Poly (Vinyl Chloride) (PVC) Coated Chain Link Fence.
13. ASTM: F1083 Pipe, Steel, Hot-Dipped Zinc-Coated (Galvanized) Welded, for Fence Structures.
14. ASTM: F1184 Industrial and Commercial Horizontal Slide Gates.
15. ASTM: F1234 Protective Coatings on Steel Framework for Fences.

1.4 SUBMITTALS

A. Procedure: In accordance with Division 01 Sections.

B. Samples: Representative of the final color and texture, including maximum variations of color and surface texture, and typical repair of minor defects resulting from fabrication, manufacture, handling, storing, or installation.
   1. Fence fabric: 12 in. square with vinyl coating of selected color.
   2. Framework: 6 in. long pipe with vinyl coating of selected color.
   3. Visual screening: 12 in. square of specified color with typical seam detail.

C. Shop drawings: Plans, elevations, sections, and details, including fully dimensioned actual layout of components and accessories. Indicate dimensions, clearances required, materials, finishes, and anchorage to or in supporting construction.

D. Product data:
   1. Manufacturer's detailed technical materials, fabrication, and installation data, including technical bulletins, drawings, guides, and manuals, as applicable to the work of this Project.
   2. Unless specific colors, textures, and/or finishes are indicated on Drawings, submit accurately representative samples of all colors, textures, and/or finishes, as applicable, for selection by Owner.

1.5 PROJECT CONDITIONS

A. Protection: Protect completed installation from damage of subsequent construction activities. Immediately remove any foreign matter that accumulates on exposed, finished surfaces in accord with manufacturer's recommendations.

B. Sequencing and scheduling:
   1. Coordinate and sequence erection or installation of work of this Section with adjacent or integral materials, products, and work specified in other Sections. Such work includes, but is not limited to, the following:
      a. Grading.
      b. Asphalt concrete paving.
      c. Concrete paving, including curbs.
   2. Order specified materials, products, and similar items with extended "long lead" (ordering) times, sufficiently in advance of scheduled installation, or erection dates to permit any required shop or field alteration, modification, or finishing and to not delay the scheduled progress of the Work. Such items include, but are not limited to, the following:
      a. Items of rare ("short") supply.
      b. Items of nonstandard or custom fabrication.
      c. Items with nonstandard, optional or custom finishes.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Fence fabric:
   1. Galvanized: ASTM A392, Class 1, 11 gauge wire, woven into approximately 2 in. mesh, and provided with hot-dip galvanized finish before or after weaving; completely free of barbs, icicles, or other projections which might be hazardous.
   2. Knuckle top and bottom selvage.

B. Framework: Steel pipe conforming to strength requirements of ASTM F669, Group 1A or 1C.

1. Group 1A: Conforming to ASTM F1083 (replaces ASTM A120), Schedule 40, electric welded seamless pipe with external and internal hot-dip zinc coating of 1.8 oz. per sq. ft. (minimum average).
2. Group 1C: Manufactured from steel sheet or strip conforming to ASTM A653, Grade 50, Class 1 or 2 (ASTM A446, Grade D) or ASTM A569 with minimum yield strength of 50,000 psi, cold-rolled and electrically-welded, with external and internal protective coatings conforming to ASTM F1234 as follows:
   a. External: Type A (1.8 oz. per sq. ft., minimum average, hot-dip zinc coating), or Type B (0.9 oz. per sq. ft., minimum zinc coating with chromate conversion coating and minimum 0.3 mils acrylic/polymer coating.
   b. Internal: Type B (0.9 oz. per sq. ft. minimum, zinc coating with chromate conversion coating or Type D (zinc-rich organic coating with minimum 90% zinc powder).
3. Pipe size and weight as follows:

Item	Nominal Pipe Size	Outside Diameter	Minimum Weight Per Foot	
			Group 1A	Group 1C
Top rail, brace rails and transom rails	1-1/4	1.660 in.	2.27 lb.	1.82 lb.
Gate frames:				
Up to 6 ft. high	1-1/2	1.900 in.	2.72 lb.	2.28 lb.
More than 6 ft. high	2	2.375 in.	3.65 lb.	3.12 lb.
Line posts:				
Up to 6 ft. high	2	2.375 in.	3.65 lb.	3.12 lb.
More than 6 ft. high	2-1/2	2.875 in.	5.79 lb.	4.64 lb.
Terminal, corner, angle, and pull posts:				
Up to 6 ft. high	2-1/2	2.875 in.	5.79 lb.	4.64 lb.
More than 6 ft. high	3	3.500 in.	7.58 lb.	5.71 lb.
Swing gate posts:				
Up to 6 ft. wide	2-1/2	2.875 in.	5.79 lb.	4.64 lb.
Up to 12 ft. wide	3-1/2	4.000 in.	9.11 lb.	6.56 lb.
Up to 18 ft. wide	6	6.625 in.	18.97 lb.	-----
Up to 24 ft. wide	8	8.625 in.	28.55 lb.	-----
Slide gate posts (cantilever):				
Up to 12 ft. wide	2-1/2	2.875 in.	5.79 lb.	4.64 lb.
More than 12 ft. wide	3-1/2	4.000 in.	9.11 lb.	6.56 lb.

C. Fittings: In accord with ASTM F626.

1. Post caps: Type designed to fit snugly over post tops, with minimum projection of 1-1/2 in. below tops, and made with malleable iron or pressed steel. Provide line post caps of such design as will allow top rail to pass through same. Provide curved top caps for all other posts.
2. Expansion sleeve couplings: Top rails - pressed steel or round steel tubing, 6 in. long, fitted with raised center, and sized to fit tightly inside or outside of rail.
3. Rail ends: Top rails and brace rails - malleable iron or pressed steel, with holes to receive 5/16 in. bolts for all fastenings.
4. Tension bands, brace rail end bands, and truss rod brackets: Mild steel flats, not less than 1/8 in. x 1 in., and tension bands for gates not less than 1/8 in. x 3/4 in. Provide 5/16 in. bolts for all fastenings.
5. Tension bars: Mild steel flats, not less than 3/16 in. x 3/4 in.
6. Tension wire: ASTM A824, Type II, Class 2, 7 gauge marcelled or 6 gauge plain steel wire, galvanized. Provide at bottom of fence fabric.
7. Turnbuckles: Eye and eye type, drop forged steel, right and left hand threads on 5/16 in. dia. screws, with 4-1/2 in. take-up.
8. Truss rods: Minimum 5/16 in. dia. steel rod.
9. Tie wire and clips: Soft annealed galvanized steel wire. Provide 9 gauge wire for fastening fabric to posts, and 14 or 9 gauge wire for fastening fabric on top rails, bottom rails, intermediate rails, and brace rails. Provide 9 gauge wire clip (hog rings) for fastening fabric to bottom tension wire.
10. Hardware:
    a. Provide hinges, bolts, cane bolts (with steel pipe sleeve and precast concrete collar where applicable), fork latches, keepers, and other operating hardware of manufacturer's standard as approved by Owner.
11. Finish:
    a. Galvanize: Hot-dip galvanize all metal after fabrication with a minimum of 1.2 oz. per sq. ft. (except tie wire and clips) and 0.8 oz. per sq. ft. (tie wire and clips) of zinc coating, except bolts and nuts may be cadmium-plated.

D. Concrete and grout materials: In accord with Sections 02705, 03300, and 03301.

E. Galvanizing repair compound: In accord with ASTM A780.

F. Visual screening: Closed mesh (approximately 90% obscure) green polypropylene shade cloth/privacy screening as manufactured by:
1. Wind & Shade Screens, San Marcos, CA, Tel: (800) 228-0588, (760) 761-4994, or
2. Astrup, Santa Fe Springs, CA, Tel: (562) 921-8884, (800) 786-7604.

2.2 FABRICATION - WELDING

A. Gate frames: Miter and continuously weld at corners and intersections of intermediate brace rails.

B. Posts: Continuously weld angle top posts at angle/vertical intersections and at continuous top rail connections.

C. Continuously weld, without voids, around entire part interface, at other conditions.

D. Welds exhibiting uniformity and soundness may remain as drawn. All other welds shall be ground smooth.

E. Hot-dip galvanize welded assemblies after completion of fabrication.

PART 3 - EXECUTION

3.1 INSTALLATION:

A. General: In accord with ASTM F567.

B. Preparation:
1. Measure and lay out complete fence line.
2. Locate and mark position of posts.

C. Posts:
1. Excavated footing sizes:
a. Diameter:
1) Line, corner, end, and pull posts: Not less than four times greatest cross-section of post. Increase footing diameter, in poor or unstable soil conditions, to support posts without deflection from imposed loads
2) Gate posts: Diameter to support posts without deflection from imposed loads, but not less than that specified for line, corner, end and pull posts.
b. Hole depths:
1) Line, corner, end, and pull posts: Not less than 39 in. with post embedded 36 in. for fence heights less than 8 ft. Increase post depth and post length 3 in. for every 1 ft. of fence height greater than 8 ft.
2) Gate posts: Depth to support posts without deflection from imposed loads, but not less than that specified for line, corner, end and pull posts.
2. Core-drilled or sleeved concrete curbs, walls:
a. Diameter: Not less than 1/2 in. more than the greatest cross-section of post.
b. Depth and post length: Not less than three times the greatest cross-section of post.
3. Prime post surfaces as recommended by isolation tape manufacturer and spiral-wrap isolation tape with overlaps completely covering surface to be embedded.
4. Setting:
a. Install angle or corner posts at each change in direction of 15° or more; change in grade of 5% or more, and at beginning and end of curved sections. Install terminal posts at ends. Install gate posts at both sides of gates.
b. Space line posts equally between gate, terminal, angle, and corner posts, but not more than 10 ft. o.c. In curved sections, with radius of 50 ft. or less, space posts at 5 ft. - 6 in. o.c. Set top of post eye level with top of fabric.
5. Concrete for excavated footings: Fill post hole with concrete to 2 in. above grade, crown top to slope away from post at rate of 1/4 in. per ft. for complete drainage. Trowel entire surface uniformly smooth.
6. Grout for core-drilled or sleeved concrete curbs, walls: Fill, approximately 1/2 of void with grout, then immediately force post into bottom of void. Additionally fill annular space between post and core or sleeve, solid with grout, crowning top to slope away from post at rate of 1/4 in. per ft. for complete drainage. Trowel entire surface uniformly smooth.

D. Framework:
1. Top rails: Install top rail at all fabric. Pass rail through post caps, and secure with rail end fittings and bands.
2. Brace rails: Provide one horizontal brace rail in each panel adjacent to gate, terminal, and corner posts. Set rail at mid-height, and rigidly secure to posts with rail-end fittings and bands.

a. Provide brace rail in all panels of curved fencing.
b. Provide transom rail at top of each pedestrian gate when fence fabric is higher than 7 ft.

3. Bottom tension wire: Install at bottom of all fabric. Provide with turnbuckle for each 150 ft., or fraction thereof. Attach to posts and turnbuckles in positive manner to prevent loss of tension.

E. Fabric: Stretch tightly. Secure with full height (of fabric) tension bands at gate, terminal angle and corner posts. Attach tension bars to posts with bolted tension bands spaced at 15 in. o.c. maximum.
1. Fasten to line posts with tie wires spaced at 15 in. o.c. maximum. Hook wire at both ends. Do not use hooked ties with links.
2. Fasten to top rails, bottom rails, intermediate rails, and brace rails with two full turns of 14 gauge wire, or one turn with 9 gauge wire at 24 in. o.c. maximum. Hook ends of tie wire.
3. Fasten to bottom tension wire with wire clips (hog rings) at 18 in. o.c. maximum.

F. Gates:
1. Swing gates: In accord with ASTM F900.
a. Provide gates of sizes indicated on Drawings, made with galvanized round pipe frame, securely braced internally, and filled with fence fabric. Provide heavy-duty ball and socket offset type hinges which will allow gate to be in line with fence when closed, and fold back 180° to lie flat against fence when open. Provide single gates with galvanized steel flat plate stop welded to gate frame. Provide galvanized steel plate backing for mounting and securing specialty hardware and other similar items on gates. Equip each gate with a heavy-duty center locking device with provision for a padlock.
b. Unless specifically required otherwise for specialty hardware items, provide clearances as follows: 1 in. at hinge side; 1-1/2 in. at latch side; 1 in. at head (when transom rail is used); 1-1/2 in. at bottom. In sloping areas, conform bottom gate rails to grade.
2. Slide gates: In accord with ASTM F1184. Provide gates of sizes indicated on Drawings, made with galvanized, round tubular pipe frame securely braced internally, and filled with fence fabric. Provide heavy-duty, sealed-bearing roller assemblies, which will allow gates to overlap gate openings when closed and completely unobstruct gate opening (between gate posts) when open. Equip gates with locking device with provision for a padlock.
3. Latch and lock assemblies: Secure assemblies to gate posts by hammered pins or bolts.
4. Latches, stops, roller assemblies, and other gate accessories shall be steel or malleable iron with galvanized coating as specified for fence framework.
5. Vinyl-coat accessories: Provide where vinyl-coated fence fabric is used. Provide in color to match vinyl-coated fence fabric.

G. Visual screening:
1. Fabricate in sections with minimal, horizontal seams, in longest lengths possible and practical with hemmed edges and non-corrosive grommets (at not greater than 24 in. o.c.); provide additional grommets (in reinforced seams) at intermediate locations coincident with horizontal brace rails, at fence heights greater than 10 ft. All horizontal seaming shall be identical, consistently located on all sections, and wherever practical, coincident with framework members.
2. Secure to fencing fabric at grommet locations only using tie wires or clips as specified for fencing fabric attachment and/or polyester/polypropylene cording. Method of attachment must be adjustable at all times. Visual screening shall be taut and flat

and exhibit even tension throughout; ripples, and similar visually unacceptable appearances are not permitted at any time.

3.2 ADJUST AND CLEAN

A. Adjust tension wires and truss rods for rigid installation.

B. Tighten fasteners, and accessories.

C. Adjust hardware for ease of operation.

D. Remove excess and waste materials from job site.

3.3 TOUCH-UP

A. Galvanizing: Touch up field cuts, holes, abrasions and welds (including welds at grounding conductor connections) with field-applied zinc coating touch-up material in accord with ASTM A780 (including annexes). Apply in accord with manufacturer's instructions.

B. Vinyl coating: Touch up field cuts, holes, abrasions and welds (including welds at grounding conductor connections) with field-applied touch-up material in accord with manufacturer's instructions.

END OF SECTION 31 32 00

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SECTION 32 01 30 – OPERATION AND MAINTENANCE OF SITE IMPROVEMENTS

PART 1 - GENERAL

1.1 SCOPE OF WORK

A. Work Specified in this Section: Furnish all labor, material, equipment, and services required to maintain the landscape in an attractive condition as specified herein for a period of 90 calendar days.

B. Related Work Specified in Other Sections:
   1. Section 32 84 00: Landscape Irrigation
   2. Section 32 90 00: Landscape Planting

C. Definition: The word Architect as used herein shall refer to the Landscape Architect or the Owner's authorized representative.

1.2 QUALITY ASSURANCE

A. The Contractor's representatives and employees shall be experienced in landscape maintenance.

1.3 90 CALENDAR DAY MAINTENANCE PERIOD

A. The Contractor shall continuously maintain all areas involved in this Contract during the progress of work. Maintenance period shall not start until all elements of construction, planting, and irrigation for the entire project are in accordance with Plans and specifications.
   1. A prime requirement is that all lawn and groundcover areas shall have been planted and that all lawn areas shall show an even, healthy stand of grass seedlings or sod, either of which shall have been mowed twice. Maintenance period will not be shortened when this criteria is met, but may be lengthened if not met.
   2. The Contractor’s maintenance period will be extended if the provisions required within the Plans and specifications are not fulfilled. Project may not be segmented into maintenance phases.
   3. The Contractor shall request a Pre-Maintenance inspection by the Owner and Architect at the completion of the installation process.
   4. The Maintenance Period shall begin upon successful completion of the Pre-Maintenance walk-through punch list and acceptance of the landscape installation by the Owner.
   5. If such criteria are met to the satisfaction of the Owner, a field notification will be issued to the Contractor to establish the effective beginning date of the maintenance period.

B. The Maintenance Period continues for 90 calendar days until final acceptance of the work by the Owner. Improper maintenance or poor condition of planting at the termination of the scheduled maintenance period may cause postponement of the final completion date of the Contract.

C. Any day when the Contractor fails to adequately maintain planting, replace unsuitable plants or do weed control or other work, as determined necessary by the Owner, will not be credited as one of the maintenance period working days.

1.4 GUARANTEE AND REPLACEMENT

A. Guarantee: All plant material installed under the contract shall be guaranteed for a period of one year from the Start of the Maintenance Period. Plants found to be dead or in poor condition due to faulty materials or workmanship, as determined solely by the Architect, shall be replaced by the Contractor at his expense.
   1. Replacement: Materials found to be dead, missing, or in poor condition during the Maintenance period shall be replaced immediately.
   2. The Architect shall be the sole judge as to the condition of material.
   3. The Contractor shall replace material rejected during the Guarantee period within fifteen (15) days of written notification by the Owner.

1.5 OBSERVATION VISITS

A. The Contractor shall request progress visits from the Architect at least 72 hours in advance of anticipated visits. Normal observation visits are as follows:
   1. Immediately prior to the commencement of the work in this section.
   2. Completion of first 90 days of maintenance.
   3. Final acceptance.

1.6 FINAL ACCEPTANCE OF THE PROJECT

A. Prior to the date of the final observation visit, the Contractor shall acquire from the Architect-approved reproducible Plans and record (from the job record set) all changes made during construction, label these Plans "Record Drawings", and deliver to the Architect for review and approval.

B. Prior to the date of final inspection, the Contractor shall deliver to the Architect a written "Landscape and Irrigation Guarantee" as required herein.

PART 2 - PRODUCTS

2.1 MATERIALS

A. All materials used shall either conform to landscape specifications in other sections or shall otherwise be acceptable to the Owner.

B. The Owner shall be given a monthly record of all herbicides, insecticides, and disease control chemicals used. Failure to provide such a record will continue maintenance period until compliance occurs.

PART 3 - EXECUTION

3.1 MAINTENANCE

A. Maintenance shall be performed according to the following standards:
   1. All areas shall be weeded and cultivated at intervals of not more than ten (10) days.
   2. Watering, mowing, rolling, edging, trimming, fertilization, spraying, and pest and rodent control, as may be required, shall be included in the maintenance period.
   3. Street gutters shall be cleaned as part of the maintenance program.

4. The Contractor shall be responsible for maintaining adequate protection of the area.
   a. Damaged areas shall be repaired at the Contractor's expense.
5. Between the 15th day and the 20th day of the maintenance period, the Contractor shall reseed and re-sod all spots or areas within the lawn where normal turf growth is not evident.

B. The Contractor shall be responsible for reporting to the Owner conditions beyond his control that prevent or have negative impact on the work required herein.

3.2 TREE AND SHRUB CARE

A. Watering
1. Apply enough irrigation water so that moisture penetrates throughout root zone and only as frequently as necessary to maintain healthy growth.
   a. Do not maintain soils in a constantly wet condition.
   b. Contractor shall be responsible for familiarizing himself with the particular water requirements for the various plantings and shall be responsible for setting and maintaining the automatic controller to optimum minimum levels.
   c. Damage to the plantings caused by over-watering or under-watering shall be the responsibility of the Contractor to replace at no cost to Owner.
2. Maintain a water basin around newly planted plants so that water can be applied to moisturize throughout the root zone. At the end of the maintenance period these basins shall be flattened out to match surrounding grades.
3. If hand-watering, use a fan spray nozzle to break the water force.

B. Tree Pruning
1. Nursery grown trees will not normally require pruning for the first year. Prune trees only if directed by Architect or Owner, and only for these purposes:
   a. selection and development of permanent scaffold branches that have a vertical spacing of from 18" to 48" and radial orientation so as not to cross each other,
   b. elimination of diseased or damaged growth,
   c. elimination of narrow V-shaped branch forks that lack strength,
   d. reduction of toppling and wind damage by thinning out crowns,
   e. maintenance of growth within space limitations,
   f. maintenance of natural appearance,
   g. Balancing of crown-to-root ratio.
2. Under no circumstances will stripping of lower branches ("rising up") of young trees be permitted.
   a. Lower branches shall be retained in a “tipped-back" or pinched condition with as much foliage as possible to promote caliper trunk growth (tapered trunk).
   b. Lower branches can be cut flush with trunk only after the tree is able to stand erect without staking or other support.
3. Evergreen trees shall be thinned out and shaped when necessary to prevent wind and storm damage. The primary pruning of deciduous trees shall be done during the dormant season. Damaged trees or those that constitute health or safety hazards shall be pruned at any time of the year as required.

C. Shrub Pruning
1. The objectives of shrub pruning are the same as for trees. Shrubs shall not be clipped into balled or boxed forms unless such is required by the design.
2. All pruning cuts shall be made to lateral branches or buds or flush with the trunk. "Stubbing" will not be permitted.

D. Staking and Guying: Stakes and guys shall remain in place until final acceptance and are to be continuously inspected and adjusted to prevent girdling of trunks or branches and to prevent rubbing that causes bark wounds and to allow trees to sway freely. Stakes and guys are to be removed when trees become sufficiently well rooted or after one year. When stakes or guys are removed, tree heads may be thinned to reduce wind load.

E. Weed Control: Keep all areas, including basins and areas between plants, free of weeds.
   1. Use recommended legally approved herbicides only when mechanical removal methods are not feasible.
   2. Avoid frequent soil cultivation next to trees or shrubs that destroys shallow roots.
   3. Use mulches to help prevent weed seed germination.

F. Pest and Disease Control: Maintain control of insect and rodent infestations. The preferred method of control shall be biological control, or with non-toxic, biodegradable, organic materials. If stronger materials are needed, only materials that are recommended by a licensed Pest Control Advisor and are EPA approved and regulated shall be used. Only registered and licensed Pest Control Operators shall apply insecticide or chemical applications. Notify Owner a minimum of five (5) working days before chemical applications.

G. Fertilization
   1. Fertilize all planting areas at 30-day intervals, with fertilizer and at rate as recommended by Soils Report.
      a. Avoid applying fertilizer to root balls and bases of main stems
      b. Spread fertilizer evenly around plants to drip line.
      c. Distribute fertilizer evenly over turf or groundcover areas to avoid patchy coloration.

H. Replacement of Plants: Replace dead, dying, and missing plants with plants of a size, condition, and variety acceptable to Architect or Owner at Contractor's expense.

3.3 GROUND COVER CARE

A. Weed Control: Control weeds preferably with mechanical methods, and also with preemergent herbicides and selective systemic herbicides. Hoe weeds as little as possible since this may result in plant damage. Foot traffic in planted areas shall be minimized, and soil compaction shall be loosened immediately.

B. Watering: Water enough so that moisture penetrates throughout root zone and only as frequently as necessary to maintain healthy growth.
   1. Do not maintain soils in a constantly wet condition.
   2. Contractor shall familiarize himself with the particular water requirements for the planting and shall be responsible for setting and maintaining the automatic controller to optimum minimum levels.
   3. Damage to the planting caused by over-watering or under-watering shall be the responsibility of the Contractor to replace.

C. Trash: Remove trash weekly. Remove debris, clippings or branches produced by maintenance activities within 8 hours.

D. Edging and Trimming: Edge ground cover to keep in bounds and trim top growth as necessary to achieve an overall even appearance.

E. Replacement: Replace dead and missing plants at Contractor's expense.

3.4 LAWN AND TURF CARE

A. Mowing and Edging:
   1. Mowing of turf will commence when the grass has reached a recommended height for the specified species. Mowing will be at least twice a week after the first cut. Turf must be well-established and free of bare spots and weeds to the satisfaction of the Architect prior to final acceptance.
   2. Edges shall be trimmed at least weekly or as needed for neat appearance.
   3. Grass clippings if visible in piles regardless of size shall be removed from the premises.

B. Watering: Lawns shall be watered at such frequency as weather conditions require to replenish soil moisture below root zone and maintain healthy growth.

C. Fertilizing:
   1. Fertilize all on-grade lawn areas as follows or as recommended by soils report:
      a. At the end of the first 30 calendar days and at 30 to 90 calendar day intervals thereafter - 5 lbs. per 1,000 square feet of maintenance fertilizer.
      b. After application, irrigate thoroughly.

D. Weed Control: Remove broad leaf weeds manually or control with selective herbicides. Turf areas shall be kept weed-free.

E. Renovating:
   1. If required, remove thatch by verticutting, preferably in the fall but otherwise in the spring. At this time, fertilize with maintenance fertilizer and over-seed if needed.
   2. Aerify compacted areas to improve water penetration whenever needed.

3.5 IRRIGATION SYSTEM

A. System Inspection: Contractor shall continuously check all systems for proper operation. Lateral lines shall be flushed out after removing the last sprinkler head or two at each of the lateral. All heads are to be continuously adjusted as necessary for proper coverage and to eliminate over-spray on buildings or paving. Contractors regular maintenance personnel shall test, observe, and adjust each sprinkler system no less than once per month.

B. Controllers: Set and program automatic controllers for seasonal water requirements and minimum optimum water use. Give Owner's representative a key to controllers and instructions on how to turn off system in case of emergency.

C. Repairs: Repair all damage to irrigation system at Contractor's expense. Repairs shall be made within one watering period.

END OF SECTION 32 01 30

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SECTION 32 01 90 – TREE AND SHRUB PRESERVATION

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes the protection and trimming and root pruning of trees that interfere with, or are affected by, execution of the Work, whether temporary or new construction.

1.2 RELATED WORK NOT IN THIS SECTION:

A. Section 32 90 00: Landscape Planting

1.3 SUBMITTALS

A. Certification from a qualified arborist that trees indicated to remain have been protected during construction according to recognized standards and that trees were promptly and properly treated and repaired when damaged.

B. Maintenance recommendation from a qualified arborist for care and protection of trees affected by construction during and after completing the Work.

1.4 QUALITY ASSURANCE

A. Arborist Qualifications: An arborist certified by the International Society of Arboriculture or licensed in the jurisdiction where Project is located.

B. Tree Pruning Standards: Comply with ANSI A300, "Trees, Shrubs, and Other Woody Plant Maintenance--Standard Practices," unless more stringent requirements are indicated.

C. Pre-installation Conference: Before starting tree protection and trimming, meet with representatives of authorities having jurisdiction, Owner, Landscape Architect, consultants, and other concerned entities. Review tree protection and trimming procedures and responsibilities.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Drainage Fill: Selected crushed stone, or crushed or uncrushed gravel, washed, ASTM D 448, Size 24, with 90 to 100 percent passing a 2-1/2-inch sieve and not more than 10 percent passing a 3/4-inch sieve.

B. Topsoil: Fertile, friable, surface soil, containing natural loam and complying with ASTM D 5268. Provide topsoil that is free of stones larger than 1 inch in any dimension and

free of other extraneous or toxic matter harmful to plant growth. Obtain topsoil only from well-drained sites where soil occurs in depth of 4 inches or more; do not obtain from bogs or marshes.

C. Filter Fabric: Manufacturer's standard, non-woven, pervious, geotextile fabric of polypropylene, nylon, or polyester fibers.

D. Plastic Construction Fencing: UV Treated, HDPE netting fence, diamond mesh, green color, 72” high, and painted green heavy duty steel post.

E. Chain Link Fence: Metallic-coated steel chain link fence fabric, 0.120-inch- diameter wire size; 72 inches high, minimum; line posts, 1.9 inches in diameter; terminal and corner posts, 2-3/8 inches in diameter; top rail, 1-5/8 inches in diameter; bottom tension wire, 0.177 inch in diameter; with tie wires, hog ring ties, and other accessories for a complete fence system.

PART 3 - EXECUTION

3.1 PREPARATION

A. Before construction begins, fertilize affected trees to improve tree vigor and health. Soil analysis testing should be completed to assure fertilization with the appropriate fertilizer products.

B. Temporary Fencing: Install temporary fencing located at or outside the drip line of trees.

C. Protect tree root systems from damage due to noxious materials caused by runoff or spillage while mixing, placing, or storing construction materials. Protect root systems from flooding, eroding, or excessive wetting caused by dewatering operations.

D. Do not store construction materials, debris, or excavated material within the drip line of remaining trees. Do not permit vehicles or foot traffic within the drip line; prevent soil compaction over root systems.

E. Do not allow fires under or adjacent to remaining trees or other plants.

3.2 EXCAVATION

A. Do not excavate within drip line of trees.

B. Where excavation for new construction is required within drip line of trees, hand clear and excavate to minimize damage to root systems. Use narrow-tine spading forks and comb soil to expose roots.
   1. Cut roots approximately 3 inches back from new construction.
   2. Do not allow exposed roots to dry out before placing permanent backfill. Provide temporary earth cover or pack with peat moss and wrap with burlap. Water and maintain in a moist condition. Protect roots from damage until they are permanently relocated and covered with soil.

C. Where utility trenches are required within drip line of trees, tunnel under or around roots by drilling, auger boring, pipe jacking, or digging by hand.

D. Root Pruning: Do not cut main lateral roots or taproots; cut only smaller roots that interfere with installation of utilities. Cut roots with sharp pruning instruments; do not break or chop.

3.3 TREE PRUNING

A. Prune tree canopies and branches at the direction of the project arborist to remove any dead or broken branches, and to provide the necessary clearances for the construction equipment.

B. Root prune existing street trees to prevent sidewalk and curb damage.

C. Prune remaining trees to compensate for root loss caused by damaging or cutting root system. Provide subsequent maintenance during Contract period as recommended by qualified arborist.

D. Pruning Standards: Prune trees according to ANSI A300 as follows:
   1. Crown cleaning.
   2. Crown thinning.
   3. Crown reduction.

E. Cut branches with sharp pruning instruments; do not break or chop.

3.4 TREE REPAIR AND REPLACEMENT

A. Promptly repair trees damaged by construction operations within 24 hours. Treat damaged trunks, limbs, and roots according to written instructions of the qualified arborist.

B. Remove and replace dead and damaged trees that the qualified arborist determines to be incapable of restoring to a normal growth pattern.

C. Provide new trees of the same size and species as those being replaced; plant and maintain as specified in Division 32 Section "Landscape Planting."

3.5 SOIL AERATION

A. Aerate surface soil compacted during construction, 10 feet beyond drip line and no closer than 36 inches to tree trunk. Drill 2-inch- diameter holes a minimum of 12 inches deep at 24 inches on center. Backfill holes with an equal mix of augured soil and sand.

3.6 DISPOSAL OF WASTE MATERIALS

A. Burning is not permitted.

B. Disposal: Remove excess excavated material, displaced trees, and excess chips from Owner's property.

END OF SECTION 32 01 90

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SECTION 32 12 16 - ASPHALT CONCRETE PAVING

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Asphalt concrete paving.

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Division 31 Section “Site Clearing”.

B. Division 31 Section "Grading".

C. Division 31 Section "Excavation and Fill for Utilities".

D. Division 31 Section “Excavation and Fill for Structures”.

E. Division 32 Section “Site Concrete Work”.

F. Division 32 Section "Pavement Markings and Bumpers".

G. Division 33 Section “Site Water Distribution System”.

H. Division 33 Section “Sanitary Sewer System”.

I. Division 33 Section “Storm Drainage System”.

1.03 QUALITY ASSURANCE

A. Tests and inspections:

1. Procedure: In accordance with Division 01 Sections.
2. Required tests:

    a. Compaction:

        1) Crushed aggregate and crushed miscellaneous base: Perform field density tests in accord with SSPWC Section 211-2
        2) Asphalt concrete surface course: Perform field density tests in accord with SSPWC Section 302-5.6.2.

    b. Water flood tests of finished paving: In addition to tests and requirements of SSPWC Section 302-5.6.2, conduct a water flood test of areas as directed by Owner.

3. Required inspections:

    a. Base:

1) Verify that base meets or exceeds specified base course.
2) Visually observe uniformity and moisture condition of base material as it is delivered to project site.
3) Observe and monitor placement and construction of base material to ensure that work meets or exceeds specified requirements.
4) Make random depth checks before and after final compaction to assure minimum compacted thickness is obtained.

B. Reference specifications and standards:

1. ASTM: C 136 Sieve Analysis of Fine and Coarse Aggregates.
2. ASTM: C 150 Portland Cement.
3. ASTM: D 558 Moisture-Density Relations of Soil-Cement Mixtures.
4. ASTM: D 977 Emulsified Asphalt.
5. ASTM: D 1557 Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft.-lbf/ft3).
6. ASTM: D 2026 Cutback Asphalt (Slow-Curing Type).
7. ASTM: D 2028 Cutback Asphalt (Rapid-Curing Type).
8. ASTM: D 3320 Emulsified Coal-Tar Pitch (Mineral Colloid Type).
9. SSPWC: Standard Specifications for Public Works Construction.

1.04 SUBMITTALS

A. Procedures: In accordance with Division 01 Sections.

B. Product data: Manufacturer's detailed technical materials and application data, including technical bulletins, guides, and manuals for seal coat materials.

C. Certificates/certifications: Supplier's certification that materials conform to Specifications requirements.

1. Class and grade of asphalt concrete mixtures in accord with SSPWC Section 203.
2. Sieve analysis of asphalt concrete aggregates in accord with SSPWC Section 211-1.

1.05 PROJECT CONDITIONS

A. Existing conditions: Do not conceal or cover any work until required tests or inspections have been performed and accepted.

B. Environmental requirements: Unless recommended otherwise by material or product manufacturer conform to the following.

1. Apply or install products or systems only when ambient temperatures are above 50°F and rising.
2. Place base course when ambient temperature is above 40°F.

C. Protection: Protect completed installation from damage of subsequent construction activities. Immediately remove all foreign matter that accumulates on exposed surfaces in accord with fabricator or manufacturer's recommendations.

1. Maintain vehicular and pedestrian traffic during paving operations, as required for other construction activities.

2. Provide flagmen, barricades, warning signs, and warning lights for movement of traffic and safety, and to cause the least interruption of work.

D. Sequencing and scheduling:

1. Coordinate and sequence the application or installation of work of this Section with adjacent or integral materials, products, and work specified in other Sections. Such work includes, but is not limited to, the following:

a. Concrete curbs and gutters.
b. Concrete paving.
c. Utility services.
d. Demolition of existing asphalt concrete.
e. Cold mill existing asphalt concrete paving.

2. Order specified materials, products, and similar items with extended "long lead" (ordering) times, sufficiently in advance of scheduled application, or installation dates to not delay the scheduled progress of the Work. Such items include but are not limited to the following:

a. Items of rare ("short") supply.
b. Items not of standard stock.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Crushed aggregate base: Conform to SSPWC Section 200 2.2.

B. Crushed miscellaneous base: Conform to SSPWC Section 200-2.4. Refer to Division 02 Section "Selective Site Demolition". Limit use as follows:

1. Confine to extent (areas and locations) where indicated on Drawings or as directed by Owner.
2. Imported material is not acceptable.

C. Asphalt concrete: Conform to SSPWC Section 203-6, B PG64-10 for base course, if required on the drawings, C2 PG64-10 for surface course, D2- or E PG64-10 for overlay filling and patching, unless indicated otherwise on Drawings.

D. Prime coat: Cutback asphalt, slow-curing, Grade SC 250, in accord with SSPWC Section 203 2 (ASTM D2026).

E. Tack coat: Anionic asphalt emulsion, slow-setting, Grade SS 1H, SSPWC Section 203 3.

F. Seal/slurry coat: If indicated on the plans.

1. New paving: Emulsified asphalt, Grade SS 1h, conforming to SSPWC Section 203-3 (ASTM D 977) blend of emulsified asphalt and coal-tar emulsion (not less than 10 percent).
2. Existing paving: Plant-blended asphalt emulsion and mineral aggregate mixture, conforming to SSPWC Section 203-9.

2.02 MIXES

A. Asphalt concrete: Plant mix in accord with SSPWC Section 203-6

PART 3 - EXECUTION

3.01 EXAMINATION

A. Examine surfaces for conditions that will adversely affect execution, permanence, and quality of work.

B. Do not proceed with work until unsatisfactory conditions have been corrected.

3.02 PREPARATION

A. Proof-roll subgrade using heavy, rubber-tired rollers to locate unstable areas or areas requiring additional compaction.

B. Compact unstable areas or areas requiring additional compaction in accord with SSPWC Section 301-1.

C. Cold mill areas as shown on Drawings in accord with SSPWC Section 302-5.2.

3.03 APPLICATION/INSTALLATION/PERFORMANCE

A. Crushed aggregate and crushed miscellaneous base: Transport, spread, shape, compact, and finish crushed aggregate and crushed miscellaneous base material in accord with SSPWC Section 301-2, to minimum compacted thickness as indicated on Drawings. Compact in excess of 95 percent of Modified Proctor maximum dry density in accord with ASTM D 1557.

B. Asphalt concrete:

1. Prime coat: After base course has been placed to required grades and approved, apply prime coat in accord with SSPWC Section 302-5.3.
2. Tack coat: When new asphalt is to be placed against existing or new concrete or asphalt surfaces, such as curbs, gutters, walls, structures, or other paving, apply tack coat in accord with SSPWC Section 302-5.4.
3. Asphalt concrete: Provide transportation, placing, and compacting of asphalt concrete, preparation of application surfaces, joints, tolerances, and protection of finished asphalt in accord with SSPWC Section 302-5.

C. Seal/slurry coat: After asphalt concrete paving has sufficiently cured, apply seal/slurry coat in accord with SSPWC Section 302-8, unless otherwise recommended by manufacturer.

3.04 FIELD QUALITY CONTROL

A. Mixes: Do not deliver batches of base or asphalt concrete materials to job site which do not conform to specified requirements.

B. Flood test: All finished asphalt concrete paving surfaces that retains standing water when flood tested shall be deemed defective.

C. Physical defects: Any portion of asphalt concrete paving that exhibits creeping, shoving, cracking, raveling, softening, or other similar defects during warranty period shall be deemed defective.

D. Removal and replacement of defective asphalt concrete paving:

1. Remove and replace defective areas, including base and subgrade, as directed by Owner.
2. Cut away, remove, and fill patch area with fresh, hot asphalt concrete.

    a. As a minimum, remove defective areas for full depth of asphalt concrete surfacing course.
    b. Cut sides perpendicular and parallel to direction of traffic with edges vertical.
    c. Apply tack coat to exposed asphalt concrete surfaces before placing new asphalt concrete mixture.
    d. Compact by rolling to specified surface density and smoothness.

3.05 ADJUST AND CLEAN

A. Cleaning: After completion of paving operations, clean surfaces of excess or spilled asphalt materials.

B. Protection: After final rolling, do not permit vehicular traffic on asphalt concrete pavement until it has cooled and hardened.

END OF SECTION 32 12 16

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SECTION 32 13 13 - SITE CONCRETE WORK

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Site concrete work, including subgrade preparation, formwork, reinforcing steel, concrete, and accessory materials for:

1. Pavement, curbs, and gutters.
2. Walkways and steps.
3. Retaining walls, catch basins, manholes, valve and sump pits, and similar structures.
4. Footings for fence posts, and similar work of other trades.
5. Dumpster and compactor equipment pads.
6. Thrust blocks for pressure piping systems.
7. Mechanical and electrical equipment pads.
8. Ductbanks.
9. Other site concrete work as indicated on Drawings.

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Geotechnical Report.

B. Division 31 Section “Site Clearing”.

C. Division 31 Section "Grading".

D. Division 32 Section "Asphalt Concrete Paving".

E. Division 32 Section "Concrete Paving Joint Sealants".

F. Division 33 Section "Sanitary Sewerage System".

G. Division 33 Section "Storm Drainage System".

H. Precast concrete and other use concrete specified as part of Division 22, Division 23 and Division 26.

1.03 DEFINITIONS

A. Slip resistance: Slip index of not less than 0.5 when tested dry and wet (with an unbroken film of pure water) in accord with ASTM F 1677 or ASTM F 1679, using a Neolite test pad.

1.04 QUALITY ASSURANCE

A. Geotechnical data: Refer to Geotechnical Report.

B. Tests and inspections:

1. Testing laboratory services: Refer to Division 01 Sections.
2. Soil bearing and compaction:

    a. Test methods:

        1) Maximum dry density of backfill materials shall be determined by ASTM D 1557, Procedure A.
        2) Field density tests shall be determined by ASTM D 1556, ASTM D 2922, or ASTM D 2937.

    b. Required tests:

        1) Backfill material: Determine suitability of backfill material not previously evaluated.
        2) Maximum density tests: Determine optimum moisture content and maximum dry density of backfill materials placed and compacted.
        3) Field density tests: Determine in-place density of backfill materials placed and compacted. one test for every 1000 cubic yard of material placed and one test for each 1 foot vertical lift.
        4) Other tests as may be required by Owner.

    c. Required inspections:

        1) Excavation inspection: Detailed inspection of exposed excavations prior to placing backfill material.
        2) Placement and compaction inspection: Continuous inspection and monitoring.

3. Concrete: In accord with SSPWC Section 201-1.1.4 and as specified herein.

    a. Portland cement: Furnish cement mill test reports and manufacturer's certification that cement complies with specification requirements.
    b. Required tests:
        1) Aggregate:
            a) Hardrock aggregate: Test in accord with ASTM C 33.
            b) Do not deliver aggregates to site or ready-mix plant until pit source has been approved, and plant, capacity, and ability to produce a uniform and continuous product has been verified.
            c) Take samples from aggregate stockpiles assigned to project.

        2) Slump tests: Make one slump test in accord with ASTM C 143 for each set of test cylinders: Make additional tests as may be ordered by Owner.
            a) Make and keep an accurate record of all tests.
            b) Maximum slumps: As specified hereinafter.

        3) Test cylinders: Take one sample of four cylinders from each day's placement of 100 cubic yards or fractional part thereof of each mix design in accord with ASTM C 172. Take samples at evenly spaced intervals as concrete is deposited in forms. Mark cylinders with date, sample number, and location in structure from which sample was taken. Do not take more than one sample of four cylinders from any location or batch of concrete.
            a) Make and store cylinders in accord with ASTM C 31.

b) Curing: At the end of 24 hours, take cylinders to laboratory and store under moist curing conditions at approximately 70°F until tested.
c) Testing: Test cylinders in accord with ASTM C 39. Test one cylinder at age of 7 days for information and two cylinders at 28 days for acceptance. Maintain one cylinder in reserve.
d) Seven-day strength: Not less than 60 percent of specified ultimate 28-day strength.
e) Mix adjustment: Should test results indicate concrete strength below specified 7-day or 28-day minimum requirements, decrease water/cement ratio and adjust mix proportions as necessary to achieve specified minimum strengths.
f) Concrete failures: Should test results indicate that concrete strength requirements for any portion of work does not conform to 28-day minimum requirements, secure core or prism specimens of hardened concrete and test in accord with ACI 301 and ASTM C 42.
g) Laboratory shall secure and test specimens under Owner's direction.

c. Ready-mix plant inspections:

1) Testing laboratory shall provide and maintain continuous inspection at plant to check sieve analysis for quality and moisture content of aggregates, check mix with design mixes, check cement being used with test reports, check loading of mixer trucks, and certify quantities of materials loaded in each mixer truck.
2) Certification: Provide batch tickets signed by dispatcher and testing laboratory inspector at ready-mix plant. Each batch ticket shall state batch quantities of cement, water, fine aggregates, coarse aggregates, and admixture contained in each truck load.
3) Deliver to Owner's representative on job site a properly signed ticket with each load of ready-mix concrete.

4. Reinforcing steel:

a. Quality control of identifiable steel:

1) Submit to laboratory copies of mill certificates for all types, sizes, and heats of reinforcing steel intended for use in the work. Include the following information:

a) Source of steel.
b) Description.
c) Heat number.
d) Yield point.
e) Ultimate tensile strength.
f) Elongation percentage in 8 in. length.
g) Bend test results.
h) Chemical analysis, including carbon equivalent (CE) of ASTM A 615 bars to be welded.

2) All costs in connection with tests and inspections of identifiable steel will be paid by Owner.

b. Quality control of unidentifiable steel:

1) When steel cannot be identified, testing laboratory shall make one series of tensile tests and one series of bend tests in accord with ASTM A 370 or ASTM A 615, for each 5 tons or fractional part thereof of each size and kind of reinforcing steel. Make tests using a minimum of two separate samples. Test full sections of bars as rolled.
2) All costs in connection with tests and inspections of unidentifiable steel will be paid by Contractor.

c. Field quality control for welding:

1) Inspection and tests of welds shall be made by testing laboratory for reinforcing bar welds, as follows:
   a) Certification of welders engaged in electric-arc welding of reinforcing.
   b) Inspection of reinforcing bar welds.
   c) X-ray test of one of the first arc-welds made by each welder; full penetration splice welds.
   d) Two tensile tests of sample welds of the largest size bar for each type of welding.

2) Owner will pay all costs in connection with tests and inspections for welding of reinforcing steel splices when such welding is indicated on Drawings.
3) All costs in connection with tests and inspections for welding of reinforcing steel splices not indicated on Drawings will be paid by Contractor.

5. Payment:

a. Owner will pay all costs for all tests and inspections except retests and reinspections required because of failures.
b. All costs incurred for retests and reinspections required because of failure of original tests will be paid by Contractor.

C. Reference specifications and standards:

1. ACI: 301 Specifications for Structural Concrete for Buildings.
2. ACI: 305 Hot Weather Concreting.
3. ACI: 306 Cold Weather Concreting.
4. ASTM: A 370 Mechanical Testing of Steel Products.
5. ASTM: A 615 Deformed and Plain Billet-Steel Bars for Concrete Reinforcement.
6. ASTM: C 31 Making and Curing Concrete Test Specimens in the Field.
7. ASTM: C 33 Concrete Aggregates.
8. ASTM: C 39 Compressive Strength of Cylindrical Concrete Specimens.
9. ASTM: C 42 Drilled Cores and Sawed Beams of Concrete, Obtaining and Testing.
10. ASTM: C 143 Slump of Hydraulic Cement Concrete.
11. ASTM: C 172 Sampling Freshly Mixed Concrete.
12. ASTM: C 1107 Packaged Dry, Hydraulic-Cement Grout (Non-Shrink).
13. ASTM: D 1556 Density of Soil in Place by the Sand-Cone Method.
14. ASTM: D 1557 Moisture-Density Relations of Soils Using 10 lb. Rammer and 18 in. Drop.
15. ASTM: D 2922 Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).

16. ASTM: D 2937 Density of Soil In-Place by the Drive-Cylinder Method.
17. ASTM: E 1155 Determining Floor Flatness and Levelness Using the F-Number System
18. ASTM: F 609 Using a Horizontal Pull Slipmeter (HPS).
19. ASTM: F 1677 Using a Portable Inclineable Articulated Strut Slip Tester, (PIAST).
20. ASTM: F 1679 Using a Variable Incidence Tribometer, (VIT).
21. SSPWC: Standard Specifications for Public Works Construction ("Green Book").

1.05 SUBMITTALS

A. Procedure: In accordance with Division 01 Sections.

B. Shop drawings: Plans, elevations, sections, and details, including layout of components and accessories. Indicate dimensions, clearances required, utility service requirements, materials, and finishes.

C. Manufacturer's detailed technical materials data, including technical bulletins, drawings, guides, and manuals, as applicable to the work of this Project, for the following:

1. Admixtures.
2. Curing materials.
3. Joint materials.
4. Waterstops.
5. Metallic aggregate topping.
6. Nonshrink grout, including test data.

D. Certifications:

1. Cement mill test reports and certification.
2. Admixture certification, including chloride ion content.
3. Ready-mix batch plant tickets.
4. Reinforcing steel mill certifications.
5. Reinforcing steel welder's certifications.

E. Concrete mix designs: Submit, for approval, certified concrete mix designs for initial and any subsequent changes in mix designs.

1.06 PROJECT CONDITIONS

A. Existing conditions:

1. Do not conceal or cover any work until required tests and inspections have been performed and accepted.
2. Do not fabricate items which require fitting to other building elements or into building spaces, until dimensions have been verified at the site.

B. Environmental requirements: Unless otherwise recommended by product or system manufacturer or reference specifications or standards, conform to the following:

1. Do not place concrete when the ambient temperature is 35°F or lower or is expected to go below that temperature within 24 hours.
2. Do not place concrete during rain that will cause surface damage to concrete.

3. Hot weather concreting procedures: In accord with ACI 305.
4. Cold weather concreting procedures: In accord with ACI 306.

C. Traffic control:

1. Maintain vehicular and pedestrian traffic control during concrete operations.
2. Provide flagmen, barricades, warning signs, and warning lights for movement of traffic and safety, and to cause the least interruption of work.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Concrete: In accord with SSPWC Section 201-1, Portland Cement Concrete, type as indicated on Drawings.

1. Cement: Conform to SSPWC Section 201-1.2.1.
2. Admixtures: Conform to SSPWC Section 201-1.2.4.
3. Fine aggregates: Conform to SSPWC Section 200 1.5.3
4. Coarse aggregates: Conform to SSPWC Section 200 1.4.
5. Design slumps and mix proportioning: SSPWC Sections 201-1.1.2 and 201-1.1.3 except as follows.

a. Provide concrete which will develop the following minimum 28-day ultimate compressive strengths.

1) Retaining walls and similar structural uses: 4000 psi.

2) Site paving or similar uses: 2500 psi.

B. Formwork: Wood or equivalent metal, conforming to SSPWC Section 303-1.3.

C. Reinforcement: Conform to SSPWC Section 201-2.

D. Curing materials: Liquid or equivalent sheet membrane, conforming to SSPWC Section 201-4, except as specified herein.

E. Joint materials:

1. Construction joints: Preformed galvanized steel sheet or resawn wood.
2. Expansion joints: Premolded resilient filler, conforming to SSPWC Sections 201-3, except as specified herein.

F. Waterstops: Unless otherwise indicated on Drawings, provide extruded dumbbell type, spliced by thermal butt fusion.

G. Borrow material (for fill): Nonexpansive, predominantly granular material:

1. Particles less than 2 inches in any dimension;
2. Free of organic and inorganic debris;
3. Not more than 12 percemt by weight passing the No. 200 sieve.
4. Acceptable to a geotechnical engineer retained by Owner.

H. Non-shrink grout: Prepackaged, nonshrink, nonmetallic, natural aggregate grout conforming to ASTM C 1107, with minimum 28-day compressive strength of 5000 psi.

1. Hi-Flow or NS Grout by Euclid Chemical Company.
2. Five Star Grout by Five Star Products.
3. Master Flo 713 or 928 by Master Builders, Inc.

I. Integral mineral coloring pigments: Provide pure synthetic or natural mineral oxide colors as selected by Architect.

1. Chromix by L.M. Scofield Co., Longwood, FL, Los Angeles, CA.
2. Davis Colors, Beltsville, MD, Los Angeles, CA.
3. Lambco Colors by Lambert Corp. of Florida, Orlando, FL.
4. Landers-Segal Color Co., Inc., Passaic, NJ.
5. Solomon Colors, Springfield, IL.

2.02 INTEGRALLY COLORED CONCRETE

A. Provide integral color concrete for concrete pavements and other concrete work indicated on Drawings to be colored.

B. Consolidate color admixture in accord with manufacturer's instructions, using pigment proportions as required to match Architect-approved samples.

PART 3 - EXECUTION

3.01 PREPARATION

A. Prepare subgrade per requirements in project geotechnical report.

B. Do not allow traffic over prepared subgrade.

C. Uniformly moisten subgrade at time concrete is placed. Uniformly apply water immediately prior to concrete placement.

D. Accurately trim to required elevations, allowing for full thickness concrete.

3.02 WALKS AND SLABS

A. Construct in accord with SSPWC Section 303-5, except finishing and curing of integral color concrete shall be as follows.

1. Finishing:

a. Tamp freshly placed concrete with approved metal grid tampers not less than 12 inches by 12 inches in size so as to bring fines to top, then rod to uniform surfaces at required levels.

1) Float and trowel finish as soon as surface becomes workable.
2) Provide slopes as indicated on Drawings, or as directed by Architect.

b. During finishing maintain adequate surface moisture and reduce plastic shrinkage as recommended by integral color manufacturer.

1) Immediately after fresh concrete has been brought to a flat surface, a shiny film of moisture on top surface shall not be permitted to evaporate or as soon as the shiny surface disappears, it shall be restored and maintained until troweling.
2) Maintain surface moisture film as specifically recommended by integral color manufacturer applying evaporation retarder/finishing aids, frequent, light, fine spray applications of water rather than excessive wetting. Adjust extent of water spray in accord with temperature, humidity, and wind conditions.

c. Work concrete flatwork to achieve the following tolerances when measured in accord with ASTM E 1155.

1) Trowel finished surfaces: FF25/FL20 with minimum FF20/FL15.
2) Float and broom finished surfaces: FF20/FL17 with minimum FF15/FL10.

d. Surface finish textures:

1) Provide float, trowel, brush/broom, and/or abrasive-blasted surface textures to match Architect-approved sample panels.
2) Perform slip resistance testing to ensure that slip resistance of exposed concrete walking surface finishes is maintained. Follow testing procedures required for slip resistance testing of mock-up sample panels.

2. Curing: Cure, harden, and seal colored concrete flat slabs with compound(s) recommended by manufacturer of integral color concrete pigments. Curing, hardening, and sealing compound(s) shall not discolor, lighten, darken, stain, or impart other unsightly characteristics to colored concrete and shall be compatible with Owner's maintenance sealer.

B. Dumpster and compactor equipment pads and similar heavy-duty use areas indicated on Drawings: Apply bonding agent as recommended by topping manufacturer. Mix and apply extra heavy-duty, metallic-aggregate topping in accord with manufacturer's recommendations; unless indicated otherwise, provide minimum 1 inch topping thickness.

3.03 CURBS AND GUTTERS

A. Construct concrete curbs, gutters, and other similar structures in accord with SSPWC Section 303-5, except finishing and curing of integral color concrete shall be as specified herein for walks and slabs.

3.04 SITE STRUCTURES

A. Construct retaining walls, catch basins, manholes, valve and sump pits, thrust blocks, ductbanks, and similar structures to conform to requirements of SSPWC Section 303-1, Concrete Structures.

1. Formwork: Conform to SSPWC Section 303-1.3.
2. Placing reinforcing steel: Conform to SSPWC Section 303.17.
3. Placing concrete: Conform to SSPWC Section 303-1.8.
4. Consolidating (mechanically vibrating) concrete: Conform to SSPWC Section 303-1.8.4.
5. Construction joints: Unless indicated otherwise on Drawings, keyed type, conforming to SSPWC Section 303-1.8.6 and as specified herein.
6. Expansion joints: Unless indicated otherwise on Drawings, preformed expansion joint filler, conforming to SSPWC Section 303-1.8.6.
7. Joint Sealant: Unless otherwise indicated on the Drawings, joint sealant shall coform to SSPWC Section 303-1.8.7 Type E Seal.
8. Form removal: Conform to SSPWC Section 303-1.4.
9. Finishing: Conform to SSPWC Section 303-1.9.
10. Curing: Conform to SSPWC Section 303-1.10.

B. Additionally construct thrust blocks, ductbanks, and similar concrete structures related to other Divisions of work, in accord with requirements specified in applicable Sections and as indicated on Drawings.

3.05 JOINTS

A. Construction (pour) joints:

1. Place construction joints at all breaks in concrete placement lasting more than 1 hour and at color changes.
2. Unless otherwise indicated on Drawings, key construction joints for slabs 6 inches or more in thickness, except at expansion joints.

B. Expansion joints: Construct expansion joints with bituminous preformed expansion joint filler compatible with joint sealant materials, including joint backing, specified in SSPWC Section 201-3.

C. Control joints (Weakened Plane Joints):

1. Place control joints in all exterior flat concrete work, and other locations as indicated on Drawings.
2. Where control joints are not indicated on Drawings, verify specific types and layout with Architect prior to placing concrete. Size and shape of layout is dependent on specific areas, but do not space control joints farther apart than 10 feet o.c. in a square pattern (e.g., if a concrete walk is 4 feet wide, control joint should occur at equal spacing of approximately 4 feet o.c. along length).
3. Control joints may be one of two types, as indicated on Drawings: Saw-cut or hand-tooled.

    a. Saw-cut:

        1) Use at slabs on grade only. Make saw-cuts 1/8 inch wide. Do not cut through steel bar reinforcing. Depth of all saw-cuts shall not be less than 1/4 of slab thickness.
        2) Verify hardness condition of concrete before commencing saw-cutting to ensure that saw will not fret, ravel, or spall edges of cuts nor dislodge aggregate. Use saw-cutting equipment appropriate for the hardness condition of concrete

b. Hand tooled: Make control joints with a "V" shaped jointing tool with rounded edges and a 3/4 inch deep keel.
c. Whether saw-cut or hand-tooled, accurately lay out areas and make control joints straight and true, with clearly defined angles.

4. Construction (pour) joints may be substituted for control joints where specifically approved by Architect.

3.06 PROTECTION OF COMPLETED WORK

A. During curing period, protect concrete from damaging mechanical disturbances, water flow, loading shock, and vibration.

END OF SECTION 32 13 13

SECTION 32 17 00 - PAVEMENT MARKINGS AND BUMPERS

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Pavement markings and concrete bumpers.

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Division 03 Section "Cast-In-Place Concrete".

B. Division 32 Section "Asphalt Concrete Paving".

C. Division 32 Section “Site Concrete Work”.

1.03 QUALITY ASSURANCE

A. Reference specifications and standards.

1. AASHTO: M247 Specification for Glass Beads Used in Traffic Paint.
2. AASHTO: M248 Ready-Mixed White and Yellow Traffic Paints.
3. ASTM: A 615 Deformed and Plain Billet-Steel Bars for Concrete Reinforcement.
4. ASTM: C 33 Concrete Aggregates.
5. ASTM: C 150 Portland Cement.
6. CALTRANS: Standard Specifications.
7. Fed. Spec.: TT-B-1325C Retro-Reflective Beads (Glass Spheres).
8. Fed. Spec.: TT-P-1952D Waterborne Traffic and Airfield Marking Paint.
9. FHWA: FP-92 Standard Specifications for Construction of Roads and Bridges for Federal Highway Projects.
10. SSPWC: Standard Specifications for Public Works Construction.

1.04 SUBMITTALS

A. Procedure: In accordance with Division 01 Sections.

B. Samples: Minimum 4 inches by 12 inches of pavement marking tape.

C. Shop drawings: Scaled plan drawings of pavement marking layouts for approval prior to pavement marking application; include alphanumeric sequential identification, as indicated on Drawings or as directed by Owner, on pavement parking spaces and/or precast wheel bumpers.

D. Product data: Manufacturer's detailed technical materials and application data, including technical bulletins, guides, and manuals, as applicable to the work of this Project, for the following.

1. Pavement marking tape.

2. Pavement marking paint.
3. Reflective glass beads.

1.05 PROJECT CONDITIONS

A. Environmental requirements:

1. Pavement marking tape: Do not apply when ambient temperatures are less than 50°F or pavement surface temperatures greater than 160°F.
2. Pavement marking paint: Do not apply when ambient or surface temperatures are less than 50°F.

B. Protection: Protect completed application/installation from damage of subsequent construction activities.

C. Sequencing/scheduling:

1. Coordinate and sequence the application/installation of work of this Section with adjacent/integral materials, and work specified in other Sections. Such work includes, but is not limited to, the following:

   a. Asphalt concrete paving.
   b. Portland cement concrete paving and curbs.

2. Order specified materials, prefabricated work and similar items with extended "long lead" (ordering) times, sufficiently in advance of scheduled application/installation dates to not delay scheduled progress of the Work. Such items include, but are not limited to, the following:

   a. Items of rare ("short") supply.
   b. Items of nonstandard or custom fabrication/production.
   c. Items with nonstandard, optional or custom colors/finishes.

PART 2 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

A. As specifically listed under Materials or as listed in the State of California Department of Transportation Qualified Products List or equal.

1. Centerline Industries, Inc., Ennis, TX 75119. Tel: (972) 875-8661.
2. Franklin Paint Co., Inc., Franklin, MA 02038. Tel: (508) 528-0303.
3. Morton International, Inc., Traffic Markings, Los Angeles, CA 90033. Tel: (213) 225 4154.
4. The Sherwin-Williams Company, Cleveland, OH 44101.
5. 3M Traffic Control Materials Division, St. Paul, MN 55133.

2.02 MATERIALS

A. General: Conform to CALTRANS Section 84, FHWA FP-92, SSPWC Section 210-1.6, and/or as specified herein.

B. Pavement marking tape: Preformed, pliant polymer, retro-reflective traffic marking tape, Stamark Tape Series 340/341, by 3M, Traffic Control Materials Division; specific type as required by specific application. Provide other types and grades as required by specific application.

1. Roadway lines, stop bars, and crosswalks: 60 mils thick by 4 inches wide, white.
2. Directional markings, and letters: 60 mils thick, white; cut to shape.
3. Parking stall numerals: 30 mils thick by 10 inches by 6 inches, black background with 5 inch high die-cut white numerals; numbering sequence as directed by Owner.
4. Accessory materials: Primers, contact adhesives, and other accessory materials for applying pavement marking tape, Stamark brand as manufactured by 3M.

C. Pavement marking paint:

1. Centerline Industries, Inc.

a. White: CL-5042.
b. Yellow: CL-5043.
c. Blue: WX51BLUE.
d. Red: WX51RED.

2. Franklin Paint Co. Inc.

a. White: 2014 or 2020.
b. Yellow: 2015.
c. Blue: 2024.
d. Red: 20255.

3. Morton International, Inc.

a. White: 2675A9 or 2675A2.
b. Yellow: 2676A9 or 2676A2.
c. Blue: 2678A9.
d. Red: 2680A9.

4. Sherwin-Williams:

a. White: TM2152, TM226, TM2116, TM2160, or TM2136.
b. Yellow: TM2153, TM225, TM2119, TM2161, or TM2155.
c. Blue: TM2133.
d. Red: TM2132.

5. Equivalent lead (or similar "heavy" metals)-free, alkyd resin types conforming to AASHTO M248, Type F (fast-dry), Type N (normal-dry), Type S (slow-dry), as appropriate for application conditions, equivalent acrylic resin types conforming to Fed. Spec. TT-P-1952D, or as listed in State of California Department of Transportation Qualified Products List. Provide specific types, as applicable, for specific conditions of application (e.g., high humidity, low surface temperatures, and similar environmental conditions).

D. Reflective glass beads: Conform to CALTRANS Specification 8010-21C-22, or Fed. Spec. TT-B-1325C.

E. Precast concrete bumpers: 3000 psi precast concrete with chamfered edges, and openings for anchoring pins. Provide with smooth finish, free from pits and rock pockets.

1. Cement: ASTM C 150, Type I or II.
2. Aggregates: ASTM C 33.
3. Reinforcing steel: ASTM A 615, Grade 40. Two No. 3 bars minimum, full length or bumper, spaced one each side of anchoring pin openings.
4. Anchoring pins: Hot-dip galvanized standard weight steel pipe, solid rod, or reinforcing bar, 3/4 inch diameter, 24 inches long.
5. Concrete stain for marking precast concrete bumpers: H&C Stains, Cleveland, OH. Tel: (216) 566-2000. Color(s) as selected by Owner.
6. Calking compound: As specified in Division 32 Section "Concrete Paving Joint Sealants".

PART 3 - EXECUTION

3.01 PAINT MARKINGS APPLICATION

A. Apply marking paint in accord with SSPWC Section 310-5.6, CALTRANS Section 84-3, or FHWA FP-92 Section 718.

B. Machine apply paint at the minimum rate as recommended by manufacturer, but not less than the following:

1. 15 mils wet film thickness per coat,
2. 6 mils dry film thickness per coat,
3. 300 feet per gallon per coat of 4 inch solid line (or equivalent rate for broken/skip lines).
4. 17 gallons per mile per coat of 4 inch solid line (or equivalent rate for broken/skip lines).

C. Apply traffic line markings 4 inch wide, unless otherwise indicated on Drawings.

D. Apply multiple coats as required for complete opacity, but not less than two coats. Apply second or final coat immediately prior to completion and acceptance of project.

3.02 REFLECTIVE GLASS BEADS APPLICATION

A. Apply reflective glass beads in accord with requirements of SSPWC Section 210-1.6.5, CALTRANS Section 84-3, or FHWA FP-92 Section 718.

B. Immediately after applying second or final coat of marking paint, apply glass beads at the minimum rate as recommended by manufacturer, but not less than 6 pounds per gallon of marking paint applied.

3.03 PRECAST CONCRETE BUMPERS

A. Drive anchoring pins full depth and recess 1/2 inch below top surface of precast concrete bumper. Fill with calking flush to top of bumper.

B. Mark appropriate lettering on precast concrete bumpers using stencils and specified concrete stain.

END OF SECTION 32 17 00

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SECTION 32 84 00 - LANDSCAPE IRRIGATION

PART 1 - GENERAL

1.1 SUMMARY

A. It is the intent of the specifications and drawings that the finished system is complete in every respect and shall be ready for operation satisfactory to the Owner.

B. The work shall include all materials, labor, services, transportation, and equipment necessary to perform the work as indicated on the drawings, in these specifications, and as necessary to complete the contract.

1.2 CONSTRUCTION DRAWINGS

A. All offsets, fittings, sleeves, etc. which may be required are not shown on the drawings. The Contractor shall carefully investigate the structural and finished conditions affecting the work and plan the work accordingly, furnishing such fittings, etc. as may be required to meet such conditions. The work shall be installed in such a manner as to avoid conflicts between irrigation systems, planting, and architectural features.

B. All work called for on the drawings by notes or details shall be furnished and installed whether or not specifically mentioned in the specifications. When an item is shown on the plans but not shown on the specifications or vice versa, it shall be deemed to be as shown on both. The Landscape Architect shall have final authority for clarification.

C. The Contractor shall not willfully install the irrigation system as shown on the drawings when it is obvious in the field that obstructions, grade differences or discrepancies in area dimensions exist that might not have been considered in engineering. Such obstructions or differences should be brought to the attention of the Landscape Architect as soon as detected. In the event this notification is not performed, the Irrigation Contractor shall assume full responsibility for any revision necessary.

1.3 QUALITY ASSURANCE

A. Provide at least one English speaking person who shall be present at all times during execution of this portion of the work and who shall be thoroughly familiar with the type of materials being installed and the manufacturer's recommended methods of installation and who shall direct all work performed under this section.

B. Manufacturer's directions and detailed drawings shall be followed in all cases where the manufacturer of articles used in this contract furnish directions covering points not shown in the drawings and specifications.

C. All local, municipal, and state laws, rules and regulations governing or relating to any portion of this work are hereby incorporated into and made a part of these specifications, and their provisions shall be carried out by the Contractor. Anything contained in these specifications shall not be construed to conflict with any of the above rules and regulations of the same. However, when these specifications and drawings call for or describe materials, workmanship, or construction of a better quality, higher standard, or larger size than is required by the above rules and regulations, the provisions of these specifications and drawings shall take precedence.

D. All materials supplied for this project shall be new and free from any defects. All defective materials shall be replaced immediately at no additional cost to Owner.

E. Secure the required licenses and permits including payments of charges and fees, give required notices to public authorities and verify permits secured or arrangements made by others affecting the work of this section.

1.4 SUBMITTALS

A. Water Pressure Test
   1. After award of contract and before any irrigation system materials are ordered from suppliers or delivered to the job site, submit to the Owner a written verification of the existing water pressure on the project at each of the points of connection shown.
   2. The water pressure test shall be performed to measure the dynamic water pressure at the point of connection at the maximum flow rate of the proposed irrigation system as shown on the point of connection note. Dynamic water pressure is when water is flowing through the point of connection. Static water pressure readings when water is not flowing, are not acceptable.
   3. Written dynamic water pressure test confirmation shall be made on the contractor's letterhead and include the flow rate during the test, the recorded water pressure, the date of the test and the time of the test.

B. Material List:
   1. After award of contract and before any irrigation system materials are ordered from suppliers or delivered to the job site, submit to the Owner a complete list of all irrigation system materials, or processes proposed to be furnished and installed as part of this contract.
   2. The submittal materials list shall include the following information:
      a. A title sheet with the job name, the contractor's name, contractor's address and telephone number, submittal date and submittal number.
      b. An index sheet showing the item number (e.g. 1,2,3, etc.); an item description (e.g. sprinkler head); the manufacturer's name (e.g. Hunter Industries); the item model number (e.g. I-40-ADV/36V); and the page(s) in the submittal set that contain the catalog cuts.
      c. The catalog cuts shall be one or two pages copied from the most recent manufacturer's catalog that indicate the product submitted. Do not submit parts lists, exploded diagrams, price lists or other extra information.
      d. The catalog cuts shall clearly indicate the manufacturer's name and the item model number. The item model number, all specified options and specified sizes shall be circled on the catalog cuts.
      e. Submittals for equipment indicated on the legend without manufacturer names, or "as approved", shall contain the manufacturer, Class or Schedule, ASTM numbers and/or other certifications as indicated in these specifications.
   3. Submittal materials list format requirements:
      a. Submittals shall be provided as one complete package for the project in electronic pdf format. Multiple partial submittals will not be reviewed.
      b. Submittal package shall have all pages numbered in the lower right hand corner. Page numbers shall correspond with submittal index.
      c. Re-submitted packages must be revised to include only the equipment being re-submitted. Equipment previously reviewed and accepted shall not be re-submitted in the materials list/index sheet or in the catalog cut sheet package.

C. Substitutions: If the Irrigation Contractor wishes to substitute any equipment or materials for those equipment or materials listed on the irrigation drawings and specifications, he may do so by providing the following information to the Landscape Architect or Owner's authorized representative for approval.
   1. Provide a written statement indicating the reason for making the substitution.
   2. Provide catalog cut sheets, technical data, and performance information for each substitute item.
   3. Provide in writing the difference in installed price if the item is accepted.

D. The Landscape Architect or Owner’s authorized representative will allow no substitutions without prior written acceptance

E. No substitutions of pump manufacturers, distributors or assemblies will be accepted.

F. Manufacturer's warranties shall not relieve the Contractor of his liability under the guarantee. Such warranties shall only supplement the guarantee.

G. The Landscape Architect or Owner’s authorized representative will not review the submittal package unless provided in the format described above.

1.5 EXISTING CONDITIONS

A. Verify and be familiar with the locations, size and detail of points of connection provided as the source of water connection to the irrigation system.

B. Irrigation design is based on the available static water pressure shown on the drawings. Contractor shall verify static water on the project prior to the start of construction. Should a discrepancy exist, notify the Landscape Architect and Owner's authorized representative prior to beginning construction.

C. Prior to cutting into the soil, locate all cables, conduits, sewer septic tanks, and other utilities as are commonly encountered underground, and take proper precautions not to damage or disturb such improvements. If a conflict exists between such obstacles and the proposed work, the Contractor shall promptly notify the Landscape Architect and Owner who will arrange for relocations. The Contractor will proceed in the same manner if a rock layer or any other such conditions are encountered.

D. Protect all existing utilities and features to remain on and adjacent to the project site during construction. Repair, at its own cost, all damage resulting from his operations or negligence.

E. The Irrigation Contractor shall coordinate with the General Contractor for installation of required sleeving as shown on the plans prior to paving operations.

F. Verify and be familiar with the existing irrigation systems in areas adjacent to and within the Project area of work.

G. Protect all existing irrigation systems, in areas adjacent to and within the project area of work, from damage due to his operations.

H. Notify Owner’s Representative if any existing system is temporarily shut off, capped or modified. Provide 48-hour notice, prior to turning off or modifying any existing irrigation system.

I. Repair or replace all existing irrigation systems, in areas adjacent to and within the project area of work, damaged by the construction of this project. Adjacent irrigation systems shall be made completely operational and provide complete coverage of the existing landscaped areas. All repairs shall be complete to the satisfaction of the Owner's Representative.

J. Provide bore holes under any existing pavement or paving encountered for the required lateral, mainline and low voltage control wire sleeving. Bore holes under 2 inches in diameter and smaller shall be made with a BulletMole® underground boring tool as manufactured by Dimension Tools, LLC (Contact telephone number (888)-650-5554 or at www.bulletmole.com). Bore holes larger than 2 inches in diameter shall be made with an approved mechanical boring tool. No air jacking or hydraulic boring of any kind shall be allowed.

1.6 INSPECTIONS

A. The Contractor shall permit the Landscape Architect and Owner's authorized representative to visit and inspect at all times any part of the work and shall provide safe access for such visits.

B. Where the specifications require work to be tested by the Contractor, it shall not be covered over until accepted by the Landscape Architect, Owner's authorized representative, and/or governing agencies. The Contractor shall be solely responsible for notifying the Landscape Architect, Owner, and governing agencies, a minimum of 48 hours in advance, where and when the work is ready for testing. Should any work be covered without testing or acceptance, it shall be, if so ordered, uncovered at the Contractor's expense.

C. Inspections will be required for the following at a minimum:
1. Pre-construction meeting.
2. System layout.
3. Pressure test of irrigation mainline (Four hours at 125 PSI or 120% of static water pressure, whichever is greater.) Mainline pressure loss during test shall not exceed 2 PSI.
4. Coverage test of irrigation system. Test shall be performed prior to any planting.
5. Final inspection prior to start of maintenance period.
6. Final acceptance prior to turnover.

D. Site observations and testing will not commence without the field record drawings as prepared by the Irrigation Contractor. Record drawings must be complete and up to date for each site visit.

E. Work that fails testing and is not accepted will be retested. Hourly rates and expenses of the Landscape Architect, Owner's authorized representative, and governing agencies for re-inspection or retesting will be paid by the Irrigation Contractor at no additional expense to Owner.

1.7 STORAGE AND HANDLING

A. Use all means necessary to protect irrigation system materials before, during, and after installation and to protect the installation work and materials of all other trades. In the event of damage, immediately make all repairs and replacements necessary to the acceptance of the Landscape Architect and Owner and at no additional cost to the Owner.

B. Exercise care in handling, loading, unloading, and storing plastic pipe and fittings under cover until ready to install. Transport plastic pipe only on a vehicle with a bed long enough to allow the pipe to lay flat to avoid undue bending and concentrated external load.

1.8 CLEANUP AND DISPOSAL

A. Dispose of waste, trash, and debris in accordance with applicable laws and ordinances and as prescribed by authorities having jurisdiction. Bury no such waste material and debris on the site. Burning of trash and debris will not be permitted. Remove and dispose of rubbish and debris at frequent intervals or when ordered to do so by the Owner's authorized representative.

B. At the time of completion the entire site will be cleared of tools, equipment, rubbish and debris which shall be disposed of off-site in a legal disposal area.

1.9 TURNOVER ITEMS

A. Record Drawings:
   1. Record accurately on one set of drawings all changes in the work constituting departures from the original contract drawings and the actual final installed locations of all required components as shown below.
   2. The record drawings shall be prepared to the satisfaction of the Owner. Prior to final inspection of work, submit record drawings to the Landscape Architect or Owner's authorized representative.
   3. All record drawings shall be prepared using AutoCAD 2023 drafting software and the original irrigation drawings as a base. No manual drafted record drawings shall be acceptable. The Contractor may obtain digital base files from the Landscape Architect or Owner's authorized representative.
   4. If the Contractor is unable to provide the AutoCAD drafting necessary for the record drawings the irrigation designer does provide record drawing drafting as a separate service.
   5. Prior to final inspection of work, submit record drawings plotted onto vellum sheets for review by the Landscape Architect or Owner's authorized representative. After acceptance by the Landscape Architect, City Inspector or Owner’s authorized representative re-plot the record drawings onto reproducible Mylar sheets. The Contractor shall also provide record drawing information on a digital AutoCAD Release 2023 drawing file. All digital files shall be provided on a compact disc (CD) clearly marked with the project name, file descriptions and date.
      a. Record drawing information and dimensions shall be collected on a day-to-day basis during the installation of the pressure mainline to fully indicate all routing locations and pipe depths. Locations for all other irrigation equipment shall be collected prior to the final inspection of the work.
      b. Two dimensions from two permanent points of reference such as buildings, sidewalks, curbs, streetlights, hydrants, etc. shall be shown for each piece of irrigation equipment shown below. Where multiple components are installed with no reasonable reference point between the components, dimensioning may be made to the irrigation equipment. All irrigation symbols shall be clearly shown matching the irrigation legend for the drawings. All lettering on the record drawings shall be minimum 1/8 inch in size.
   6. Show locations and depths of the following items:
      a. Point of connection (including water POC, backflow devices, master control valves, flow sensors, etc.)
      b. Routing of sprinkler pressure main lines (dimensions shown at a maximum of 100 feet along routing)
      c. Isolation valves
      d. Automatic remote control valves (indicate station number and size)
      e. Quick coupling valves

f. Drip air relief and flush valves
g. Routing of control wires where separate from irrigation mainline
h. Irrigation controllers (indicate controller number and station count)
i. Related equipment (as may be directed)

B. Controller Charts:
1. Provide one controller chart for each automatic controller. Chart shall show the area covered by the particular controller. The areas covered by the individual control valves shall be indicated using colored highlighter pens. A minimum of six individual colors shall be used for the controller chart unless less than six control valves are indicated.
2. Landscape Architect or Owner's authorized representative must approve record drawings before controller charts are prepared.
3. The chart is to be a reduced copy of the actual "record" drawing. In the event the controller sequence is not legible when the drawing is reduced, it shall be enlarged to a readable size.
4. When completed and approved, the chart shall be hermetically sealed between two pieces of plastic, each piece being a minimum 20 mils in thickness.

C. Operation and Maintenance Manuals:
1. Two individually bound copies of operation and maintenance manuals shall be delivered to the Landscape Architect or Owner's authorized representative at least 10 calendar days prior to final inspection. The manuals shall describe the material installed and the proper operation of the system.
2. Each complete, bound manual shall include the following information:
3. Index sheet stating Contractor's address and telephone number, duration of guarantee period, list of equipment including names and addresses of local manufacturer representatives.
a. Operating and maintenance instructions for all equipment.
b. Spare parts lists and related manufacturer information for all equipment.

D. Equipment:
1. Supply as a part of this contract the following items:
a. Two (2) wrenches for disassembly and adjustment of each type of sprinkler head used in the irrigation system.
b. Three 30-inch sprinkler keys for manual operation of control valves.
c. Two keys for each automatic controller.
d. Two quick coupler keys with a 1" bronze hose bib, bent nose type with hand wheel and two coupler lid keys.
e. One valve box cover key or wrench.
f. Six extra sprinkler heads of each size and type.
g. For specified gate valves if required: One (1) 5-foot long valve handle, to fit the specified gate valves.
2. The above equipment shall be turned over to Owner's authorized representative at the final inspection.

1.10 COMPLETION

A. At the time of the pre-maintenance period inspection, the Landscape Architect, Owner's authorized representative, and governing agencies will inspect the work, and if not accepted, will prepare a list of items to be completed by the Contractor. Punch list to be checked off by contractor and submitted to Landscape Architect or Owner’s authorized representative prior to any follow-up meeting. This checked off list to indicate that all punch list items have been completed. At the time of the post-maintenance period or final inspection the work will be re-

inspected and final acceptance will be in writing by the Landscape Architect, Owner's authorized representative, and governing agencies.

B. The Owner's authorized representative shall have final authority on all portions of the work.

C. After the system has been completed, the Contractor shall instruct Owner's authorized representative in the operation and maintenance of the irrigation system and shall furnish a complete set of operating and maintenance instructions.

D. Any settling of trenches which may occur during the one-year period following acceptance shall be repaired to the Owner's satisfaction by the Contractor without any additional expense to the Owner. Repairs shall include the complete restoration of all damage to planting, paving or other improvements of any kind as a result of the work.

1.11 GUARANTEE

A. The entire sprinkler system, including all work done under this contract, shall be unconditionally guaranteed against all defects and fault of material and workmanship, including settling of backfilled areas below grade, for a period of one (1) year following the filing of the Notice of Completion.

B. Should any problem with the irrigation system be discovered within the guarantee period, it shall be corrected by the Contractor at no additional expense to Owner within ten (10) calendar days of receipt of written notice from Owner. When the nature of the repairs as determined by the Owner constitute an emergency (i.e. broken pressure line) the Owner may proceed to make repairs at the Contractor's expense. Any and all damages to existing improvement resulting either from faulty materials or workmanship, or from the necessary repairs to correct same, shall be repaired to the satisfaction of the Owner by the Contractor, all at no additional cost to the Owner.

C. Guarantee shall be submitted on Contractors own letterhead as follows:

GUARANTEE FOR SPRINKLER IRRIGATION SYSTEM

We hereby guarantee that the sprinkler irrigation system we have furnished and installed is free from defects in materials and workmanship, and the work has been completed in accordance with the drawings and specifications, ordinary wear and tear and unusual abuse, or neglect excepted. We agree to repair or replace any defective material during the period of one year from date of filing of the Notice of Completion and also to repair or replace any damage resulting from the repairing or replacing of such defects at no additional cost to the Owner. We shall make such repairs or replacements within 10 calendar days following written notification by the Owner. In the event of our failure to make such repairs or replacements within the time specified after receipt of written notice from Owner, we authorize the Owner to proceed to have said repairs or replacements made at our expense and we will pay the costs and charges therefore upon demand.

PROJECT NAME:
PROJECT LOCATION:

CONTRACTOR NAME:
ADDRESS:

TELEPHONE:

SIGNED:

DATE:

PART 2 - MATERIALS

2.1 SUMMARY

Use only new materials of the manufacturer, size and type shown on the drawings and specifications. Materials or equipment installed or furnished that do not meet Landscape Architect's, Owner's, or governing agencies standards will be rejected and shall be removed from the site at no expense to the Owner.

2.2 PIPE

A. Pressure supply line between the water meter and the backflow prevention device shall be type K copper, one size larger than backflow device.

B. Backflow prevention assemblies, and all other above grade assemblies, shall be constructed of threaded brass pipe and threaded brass fittings the same size as the backflow device, unless otherwise directed.

C. Pressure supply lines 3 inches in diameter and larger shall be Schedule 80 solvent weld PVC conforming to ASTM D2122.

D. Non-pressure lines 3/4 inch in diameter and larger downstream of the remote control valve shall be Class 200 solvent weld PVC conforming to ASTM D2241.

E. Non-pressure lines 3/4 inch in diameter and larger downstream of the remote control valve shall be SCH 40 solvent weld PVC conforming to ASTM D1785.

F. Recycled water PVC pipe to be color-coded purple in color marked on two sides with recycled water warning statements “Caution-Recycled Water”. Recycled water piping must be accepted by the local recycled water governing agencies.

2.3 METAL PIPE AND FITTINGS

A. Brass pipe shall be 85 percent red brass, ANSI, IPS Standard 125 pounds, Schedule 40 screwed pipe.

B. Fittings shall be medium brass, screwed 125-pound class.

C. Copper pipe and fittings shall be Type "K" sweat soldered, or brazed as indicated on the drawings.

2.4 PLASTIC PIPE AND FITTINGS

A. Pipe shall be marked continuously with manufacturer's name, nominal pipe size, schedule or class, PVC type and grade, National Sanitation Foundation approval, Commercial Standards designation, and date of extrusion.

B. All plastic pipe shall be extruded of an improved PVC virgin pipe compound in accordance with ASTM D2672, ASTM D2241 or ASTM D1785.

C. All solvent weld PVC fittings shall be standard weight Schedule 40 (and Schedule 80 where specified on the irrigation detail sheet, all mainline fittings shall be Schedule 80 PVC) and shall be injection molded of an improved virgin PVC fitting compound. Slip PVC fittings shall be the "deep socket" bracketed type. Threaded plastic fittings shall be injection molded. All tees and ells shall be side gated. All fittings shall conform to ASTM D2464 and ASTM D2466.

D. All threaded nipples shall be standard weight Schedule 80 with molded threads and shall conform to ASTM D1785.

E. All solvent cementing of plastic pipe and fittings shall be a two-step process, using primer and solvent cement applied per the manufacturer's recommendations. Cement shall be of a fluid consistency, not gel-like or ropy. Solvent cementing shall be in conformance with ASTM D2564 and ASTM D2855.

F. When connection is plastic to metal, female adapters shall be hand tightened, plus one turn with a strap wrench. Joint compound shall be non-lead base Teflon paste, tape, or equal.

G. All pressure mainlines installed with solvent weld PVC fittings shall be installed with concrete thrust blocking at all directional changes in the mainline routing. Concrete thrust blocking shall not be required when ductile iron fittings and mechanical restraints are specified.

2.5 VALVES

A. Gate Valves:
   1. Gate valves shall be of the manufacturer, size, and type indicated on the drawings.
   2. All gate valves shall have a minimum working pressure of not less than 150 PSI and shall conform to AWWA standards.

B. Quick Coupler Valves:
   1. Quick coupler valves shall be of the manufacturer, size, and type indicated on the drawings.
   2. Quick coupler valves shall be brass with a wall thickness guaranteed to withstand normal working pressure of 150 psi without leakage. Valves shall have 1” female threads opening at base, with two-piece body. Valves to be operated only with a coupler key, designed for that purpose. Coupler key is inserted into valve and a positive, watertight connection shall be made between the coupler key and valve.
   3. Vinyl quick coupler cover to be purple in color with the words “Warning-Recycled Water-Do Not Drink” permanently marked on lid.

C. Automatic Control Valves:
   1. Automatic control valves shall be of the manufacturer, size, and type indicated on the drawings.
   2. Automatic control valves shall be electrically operated.
   3. Provide Christy's valve ID tags for each remote control valve with valve number.

2.6 VALVE BOXES

A. Valve boxes shall be fabricated from a durable, weather-resistant plastic material resistant to sunlight and chemical action of soils.

B. The valve box cover shall be secured with a hidden latch mechanism or bolts.

C. Valve box extensions shall be by the same manufacturer as the valve box.

D. The plastic irrigation valve box cover shall be an overlapping type.

E. Automatic control valve, master valve, and flow sensor boxes shall be 17"x11"x12" 'nominal' rectangular size. Valve boxes for drip valve assemblies shall be Jumbo valve boxes size as required to fit assemblies. Valve box covers shall be marked "RCV" with the valve identification number, or "MV", "FS" "heat branded" onto the cover in 1-1/4 inch high letters / numbers.

F. Quick coupler and ball valve boxes shall be 10" circular size. Valve box covers shall be marked with "QCV" or "BV" "heat branded" onto the cover in 1-1/4 inch high letters.

G. Valve box cover shall be purple in color and permanently marked (attached tags are not acceptable) on valve box cover plate with the words "Warning-Recycled Water-Do Not Drink".

2.7 AUTOMATIC CONTROLLER

A. Automatic controller shall be of the manufacturer, size, and type indicated on the drawings.

B. Controller enclosure shall be of the manufacturer, size, and type indicated on the drawings.

C. Controller shall be grounded according to local codes using equipment of the manufacturer, size, and type indicated on the drawings; or as required by local codes and ordinances.

2.8 ELECTRICAL

A. All electrical equipment shall be NEMA Type 3, waterproofed for exterior installations.

B. All electrical work shall conform to local codes and ordinances.

2.9 LOW VOLTAGE CONTROL WIRING

A. Remote control wire shall be direct-burial AWG-UF type, size as indicated on the drawings, and in no case smaller than 14 gauge.

B. Connections shall of the manufacturer, size, and type indicated on the drawings.

C. Common wires shall be white in color. Control wires shall be red (where two or more controllers are used, the control wires shall be a different color for each controller. These colors shall be noted on the "Record Drawings" plans located on controller door).

D. Ground wires shall be green in color or bare copper and in no case smaller than 6 gauge.

2.10 IRRIGATION HEADS, DRIP EMITTERS, AND INLINE DRIP TUBING

A. Irrigation heads, drip emitters, and inline drip tubing shall be of the manufacturer, size, type, with radius of throw, operating pressure, and discharge rate indicated on the drawings.

B. Irrigation heads, drip emitters, and inline drip tubing shall be used as indicated on the drawings.

C. Irrigation heads shall have purple recycled water warning cover.

2.11 DRIP IRRIGATION EQUIPMENT

Drip tubing equipment such as flush valves, air relief valves, wye strainers, and pressure regulators shall be of the manufacturer, size, and type indicated on the drawings.

2.12 MISCELLANEOUS EQUIPMENT

A. Landscape Fabric:
1. Landscape fabric for valve box assemblies shall be 5.0- oz. weight woven polypropylene weed barrier. Landscape fabric shall have a burst strength of 225 PSI, a puncture strength of 60 lbs. and capable of water flow of 12 gallons per minute per square foot.
2. Type: DeWitt Pro 5 Weed Barrier or approved equal.

B. Equipment such as flow sensors, rain sensors, flush valves, wye strainers, and master valves shall be of the manufacturer, size and type indicated on the drawings.

PART 3 - EXECUTION

3.1 SITE CONDITIONS

A. Inspections:
1. Prior to all work of this section, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where this installation may properly commence.
2. Verify that irrigation system may be installed in strict accordance with all pertinent codes and regulations, the original design, the referenced standards, and the manufacturer's recommendations.

B. Discrepancies:
1. In the event of discrepancy, immediately notify the Landscape Architect or Owner's authorized representative.
2. Do not proceed with installation in areas of discrepancy until all discrepancies have been resolved.

C. Grades:
1. Before starting work, carefully check all grades to determine that work may safely proceed, keeping within the specified material depths with respect to finish grade.
2. Final grades shall be accepted by the Engineer before work on this section will be allowed to begin.

D. Field Measurements:
1. Make all necessary measurements in the field to ensure precise fit of items in accordance with the original design. Contractor shall coordinate the installation of all irrigation materials with all other work.
2. All scaled dimensions are approximate. The Contractor shall check and verify all size dimensions prior to proceeding with work under this section.
3. Exercise extreme care in excavating and working near existing utilities. Contractor shall be responsible for damages to utilities, which are caused by his operations or neglect.

E. Diagrammatic Intent:
The drawings are essentially diagrammatic. The size and location of equipment and fixtures are drawn to scale where possible. Provide offsets in piping and changes in equipment locations as necessary to conform with structures and to avoid obstructions or conflicts with other work at no additional expense to Owner.

F. Layout:
1. Prior to installation, the Contractor shall stake out all pressure supply lines, routing and location of sprinkler heads, valves, and automatic controller.
2. Layout irrigation system and make minor adjustments required due to differences between site and drawings. Where piping is shown on drawings under paved areas, but running parallel and adjacent to planted areas, install the piping in the planted areas.

G. Water Supply:
Connections to, or the installation of, the water supply shall be at the locations shown on the drawings. Minor changes caused by actual site conditions shall be made at no additional expense to Owner.

3.2 TRENCHING

A. Excavations shall be straight with vertical sides, even grade, and support pipe continuously on bottom of trench. Trenching excavation shall follow layout indicated on drawings to the depths below finished grade and as noted. Where lines occur under paved area, these dimensions shall be considered below subgrade.

B. Pipes installed in a common trench shall have a 4-inch minimum space between pipes.

3.3 THRUST BLOCKS

A. Thrust blocks must be constructed of Class “B” concrete.

B. Thrust blocks shall be poured against undisturbed site soil.

C. PVC fitting joints shall be kept free of concrete. Do not encase fitting in concrete.

D. Thrust blocking shall be sized to provide the minimum bearing areas as shown below. Bearing areas indicated have been calculated for Class 200 PVC pipe at a test pressure of 150 PSI in soil with 2,000 PSI bearing capacity. Increase thrust block sizing as necessary for varying soil conditions.

3.4 BACKFILLING

A. Backfill material on all lines shall be the same as adjacent soil free of debris, litter, and rocks over 1/2 inches in diameter.

B. Backfill shall be tamped in 4-inch layers under the pipe and uniformly on both sides for the full width of the trench and the full length of the pipe. Backfill materials shall be sufficiently damp to permit thorough compaction, free of voids. Backfill shall be compacted to dry density equal to adjacent undisturbed soil and shall conform to adjacent grades.

C. Flooding in lieu of tamping is not allowed.

D. Under no circumstances shall truck wheels be used to compact backfill.

E. Provide sand backfill over and under all piping under paved areas.

3.5 PIPING

A. Piping under existing pavement may be installed by jacking, boring, or hydraulic driving. No hydraulic driving is permitted under asphalt pavement.

B. Cutting or breaking of existing pavement is not permitted.

C. Carefully inspect all pipe and fittings before installation, removing dirt, scale, burrs, and reaming. Install pipe with all markings up for visual inspection and verification.

D. Remove all dented and damaged pipe sections.

E. All lines shall have a minimum clearance of 4 inches from each other and 12 inches from lines of other trades.

F. Parallel lines shall not be installed directly over each other.

G. In solvent welding, use only the specified primer and solvent cement and make all joints in strict accordance with the manufacturer's recommended methods including wiping all excess solvent from each weld. Allow solvent welds at least 15 minutes setup time before moving or handling and 24 hours curing time before filling.

H. PVC pipe shall be installed in a manner, which will provide for expansion and contraction as recommended by the pipe manufacturer.

I. Center load all plastic pipe prior to pressure testing.

J. All threaded plastic-to-plastic connections shall be assembled using Teflon tape or Teflon paste.

K. For plastic-to-metal connections, work the metal connections first. Use a non-hardening pipe dope an all threaded plastic-to-metal connections, except where noted otherwise. All plastic-to-metal connections shall be made with plastic male adapters.

3.6 CONTROLLER

A. The exact location of the controller shall be approved by the Landscape Architect or Owner's authorized representative before installation. The electrical service shall be coordinated with this location.

B. The Irrigation Contractor shall be responsible for the final electrical hook up to the irrigation controller.

C. The irrigation system shall be programmed to operate during the periods of minimal use of the design area.

3.7 CONTROL WIRING

A. Low voltage control wiring shall occupy the same trench and shall be installed along the same route as the pressure supply lines whenever possible.

B. Where more than one wire is placed in a trench, the wiring shall be taped together in a bundle at intervals of 10 feet. Bundle shall be secured to the mainline with tape at intervals of 20 feet.

C. All connections shall be of an approved type and shall occur in a valve box. Provide an 18-inch service loop at each connection.

D. An expansion loop of 12 inches shall be provided at each wire connection and/or directional change, and one of 24 inches shall be provided at each remote control valve.

E. A continuous run of wire shall be used between a controller and each remote control valve. Under no circumstances shall splices be used without prior approval.

3.8 VALVES

A. Automatic control valves, quick coupler, and gate valves are to be installed in the approximate locations indicated on the drawings.

B. Valve shall be installed in shrub areas whenever possible.

C. Install all valves as indicated in the detail drawings.

D. Valves to be installed in valve boxes shall be installed one valve per box.

E. Provide valve ID tags for each remote control valve with valve number.

3.9 VALVE BOXES

A. Valve boxes shall be installed in shrub areas whenever possible.

B. Each valve box shall be installed on a foundation of 3/4 inch gravel backfill, 3 cubic feet minimum. Valve boxes shall be installed with their tops 1/2 inch above the surface of surrounding finish grade in lawn areas and 2 inches above finish grade in ground cover areas.

3.10 IRRIGATION HEADS, DRIP EMITTERS, AND INLINE DRIP TUBING

A. Irrigation heads, drip emitters, and inline drip tubing shall be installed as indicated on the drawings.

B. Spacing of heads and inline drip tubing shall not exceed maximum indicated on the drawings.

C. Riser nipples shall be of the same size as the riser opening in the sprinkler body.

3.11 MISCELLANEOUS EQUIPMENT

A. Install all assemblies specified herein according to the respective detail drawings or specifications, using best standard practices.

B. Quick coupler valves shall be set approximately 18 inches from walks, curbs, header boards, or paved areas where applicable.

C. Install devices such as rain sensors, flush valves, master valves, and flow sensors as indicated on the drawings and as recommended by the manufacturer.

3.12 FLUSHING THE SYSTEM

A. Prior to installation of irrigation heads, the valves shall be opened and a full head of water used to flush out the lines and risers.

B. Irrigation heads shall be installed after flushing the system has been completed.

3.13 ADJUSTING THE SYSTEM

A. Contractor shall adjust valves, align heads, and check the coverage of each system prior to coverage test.

B. If it is determined by the Landscape Architect or Owner's authorized representative that additional adjustments or nozzle changes will be required to provide proper coverage, all necessary changes or adjustments shall be made prior to any planting.

C. The entire system shall be operating properly before any planting operations commence.

D. Automatic control valves are to be adjusted so that the irrigation heads, drip emitters and inline drip tubing operate at the pressure recommended by the manufacturer.

3.14 TESTING AND OBSERVATION

A. Do not allow or cause any of the work of this section to be covered up or enclosed until it has been observed, tested and accepted by the Landscape Architect, Owner, and governing agencies.

B. The Contractor shall be solely responsible for notifying the Landscape Architect, Owner, and governing agencies, a minimum of 48 hours in advance, where and when the work is ready for testing.

C. When the sprinkler system is completed, the Contractor shall perform a coverage test of each system in its entirety to determine if the water coverage for the planted areas is complete and adequate in the presence of the Landscape Architect.

D. The Contractor shall furnish all materials and perform all work required to correct any inadequacies of coverage due to deviations from the plans, or where the system has been willfully installed as indicated on the drawings when it is obviously inadequate, without bringing this to the attention of the Landscape Architect. This test shall be accepted by the Landscape Architect and accomplished before starting any planting.

E. Areas to be maintained for the formal maintenance period shall start maintenance at the same time, as directed by the Landscape Architect, Owner, and governing agencies. Partial areas will not be released into maintenance prior to completion of items listed in the pre-maintenance review. The maintenance period may not be phased.

F. If, after the maintenance review, the irrigation systems are not accepted by the Landscape Architect, the contractor shall reimburse the Architect for additional site visits, or additional time required to review work. All additional time will be billed at the Architect's hourly rate and will be paid for by the contractor at no additional cost to the owner.

G. Final inspection will not commence without record drawings as prepared by the Irrigation Contractor.

3.15 MAINTENANCE

During the maintenance period the Contractor shall adjust and maintain the irrigation system in a fully operational condition providing complete irrigation coverage to all intended plantings.

3.16 COMPLETION CLEANING

Clean up shall be made as each portion of the work progresses. Refuse and excess dirt shall be removed from the site, all walks and paving shall be swept, and any damage sustained on the work of others shall be repaired to original conditions.

END OF SECTION 32 84 00

SECTION 32 90 00 – LANDSCAPE PLANTING

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes materials, soil, soil preparation, planting, seeding, sodding, staking, and cleanup.
   1. Planting occurs at street level.

B. Related work:
   1. Section 32 01 30: Operation and Maintenance of Site Improvements
   2. Section 32 01 90: Tree and Shrub Preservation
   3. Section 32 84 00: Landscape Irrigation
   4. Section 32 92 22: Hydroseeding

C. Definitions:
   1. Architect: the Landscape Architect or the Owner's authorized representative.
   2. Soil Test: Required testing performed by Contractor after site is rough graded. A current soil report is also required for import soil prior to transport to the site.
   3. Punch List: List of work within the Contract, generated by Landscape Architect that needs to be completed, repaired, replaced, or rectified by Contractor.
   4. Pre-maintenance review: Observation by Landscape Architect to verify substantial completion of the Work. The Landscape Architect will generate a Punch List during this review. Maintenance Period will commence when Contractor has completed items on this Punch List and Landscape Architect has verified that the Punch List is complete.
   5. Maintenance Period: See Specification section 32 01 30.
   6. Final Acceptance: Observation review by Landscape Architect at end of the specified Maintenance Period to verify completion and acceptance of the Work.

1.2 QUALITY ASSURANCE

A. Standards:
   1. Provide plants and planting materials that meet or exceed specifications of Federal, State, and County laws requiring inspection for plant disease or insect control.
   2. Provide quality and size conforming to current edition of “Horticultural Standards” for number one nursery stock as adopted by the American Association of Nurserymen.
   3. Provide plants that are true to name. Tag one of each bundle or lot with the name and size of plants in accordance with the standards of practice of the American Association of Nurserymen.
   4. Botanical names shall take precedence over common names.

B. Workmanship: Perform work in accordance with the best standards of practice for landscape work and under the continual supervision of a competent foreman capable of interpreting the Drawings and Specifications.

C. Quantities and Types: Plant materials shall be furnished in the quantities and/or spacings as shown or noted for each location, and shall be of the species, kinds, sizes, etc., as symbolized and/or described in the Plant List, and as indicated on the Drawings.

D. Verification of dimensions and quantities: scaled dimensions are approximate. Before proceeding with work, carefully check and verify dimensions and quantities and immediately inform the Landscape Architect of discrepancies between the Drawings and/or specifications and actual conditions. Do not start work in areas where there are discrepancies until approval for same has been given by the Architect.

1.3 SUBMITTALS

A. Submit documentation to Landscape Architect 60 days before start of planting that plant material is available. Include:
   1. A list of plants stating quantity, size, and supplier.
      a. Requests for substitutions due to unavailability must be made in writing.
      b. Substitutions may not be made without approval of the Landscape Architect.
      c. Contractor shall notify Landscape Architect 24 hours in advance of delivery of plant materials, and shall submit an itemized list of plants in each delivery.
   2. Photographs of each shrub, groundcover, and trees
      a. Label each photo with plant name, plant height, spread and trunk caliper.
      b. Label each photo with nursery name, nursery contact and phone number.
      c. Photograph of trees shall include a person in picture for scale purposes.

B. Soil Test: Contractor shall have import soil and the soil of the site tested for fertility, agricultural suitability, and appraisal by Soil and Plant Laboratory Inc. (714) 282-8777, or Wallace Labs (310) 615-0116.
   1. Submit a copy of the Planting Plan and Plant Legend to the laboratory with the samples.
   2. Soil report shall include:
      a. pH measurement.
      b. Nutrients and elements:
         1) Measurement (low, medium, high) of: Boron, calcium, copper, iron, magnesium, manganese, molybdenum, phosphorus, potassium, sodium, sulfur, and zinc.
         2) Analyze saturation extract for: calcium, magnesium, sodium, boron, chloride, phosphorus, nitrate and sulfate.
         3) Trace metals: Aluminum, arsenic, cadmium, chromium, cobalt, lead, lithium, nickel, selenium, silver, strontium, tin and vanadium.
         4) The presence of calcium carbonate and/or magnesium carbonate.
      c. Soil Texture (gravel, sand, silt and clay). Determine organic matter content by the measurement of organic carbon. The quality of the organic matter shall be determined by measuring organic carbon and total nitrogen.
         1) Methods of Soil Analysis, Part 1, Physical and Mineralogical Methods, Soil Science Society of America, Inc., 1986, chapter 36, pgs 901-926 and Methods of Soil Analysis, Part 3 Chemical Methods, Soil Science Society of America, Inc, 1996, chapter 34, pgs 965-977 & pgs 1001-2 and chapter 37, pg 1088
      d. Interpretation and recommendations for correction of nutritional deficiencies/ excesses and potential toxicities.
   3. Soil shall be tested from a minimum of six (6) locations per acre of planted area. Contractor shall record locations where samples were taken.
   4. A copy of the soil test results shall be submitted to the Owner and Landscape Architect before work begins.
   5. Contractor shall pay cost of soil tests.

C. Cut sheets of materials to be used: tree stakes, tree guys, root barriers, amendments, mycorrhizal fungi, etc.

D. Legible copies of delivery slips for soil amendments, including mycorrhizal fungi.

E. The Contractor shall submit samples or specifications of items being used upon the request of the Landscape Architect, and as required by this Part 2 of this Specification.

1.4 OBSERVATION SCHEDULE

A. Contractor shall be responsible for notifying the Landscape Architect, in advance, for the following observations, according to the time indicated:
   1. Pre-construction conference – seven (7) days
   2. Tree tagging at nursery (trees 24” box size and larger) – 48 hours
   3. Final grade, soil preparation and planting area layout review - 72 hours
   4. Plant materials review - 48 hours
   5. Plant layout review - 48 hours
   6. Completed planting (Pre-maintenance) walk through – seven (7) days

B. Contractor shall be responsible for scheduling site Observation visits with Landscape Architect as work progresses. Failure to schedule required Observations shall not relieve Contractor of responsibility for obtaining approvals. Contractor shall redo, at no cost to the Owner, work that does not satisfy the Owner.

C. Observations may be waived or combined at the discretion of the Landscape Architect.

D. When someone other than the Landscape Architect conducts Observations, the Contractor shall show evidence in writing of when and by whom these observations were made.

E. No site visits shall commence without adequate preparation or items noted in previous Observation Reports, either completed or remedied, unless the Owner has waived such compliance. Failure to adequately prepare or accomplish previous punch list items shall make the Contractor responsible for reimbursing the Landscape Architect for the site visit at his current billing rates per hour plus transportation costs. No further inspections will be scheduled until this charge has been paid and received.

1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver fertilizer or soil amendments to site in original unopened containers bearing manufacturer's guaranteed chemical analysis, name, trademark, and conformance to state law. Protect material from damage or breakage. Immediately remove empty containers from site.

B. Deliver plants with legible identification labels. Store plant material in shade and protect from weather or injury. Maintain in a healthy, vigorous condition. Landscape Architect may at time reject plant material not maintained in this condition.

C. Handling: Do not drop plants or pick up container plants by their stems or trunks.

1.6 SAMPLES AND TESTS:

A. Contractor shall submit soil samples for testing, per this Specification.

B. Landscape Architect reserves the right to take and analyze samples of materials for conformity to specifications at any time. Contractor shall furnish samples upon request by Landscape Architect.

C. Rejected materials shall be immediately removed from the site at the Contractor's expense.

D. Contractor shall pay cost of testing or replacement of materials not meeting specifications.

1.7 WARRANTY AND REPLACEMENT

A. Contractor shall fully warrant and agree to replace poor, inadequate, or defective materials and workmanship for one year from date of acceptance of completed planting work.

B. Replacement: Materials found to be dead, missing, or in poor condition during the establishment period shall be replaced immediately. The Landscape Architect shall be the sole judge as to the condition of material. Material to be replaced during the warranty period shall be replaced by the Contractor within fifteen days of written notification by Owner.

PART 2 - PRODUCTS

2.1 SOIL

A. Site Soil:
1. Site soil used to form landscape planting areas or backfill planters shall be clean, fertile, loamy soil, free of stones, sticks, stumps, or other deleterious matter one inch in diameter or larger. It shall also be free from wire, plaster, construction debris, or similar objects that would be a hindrance to planting or maintenance.
2. The Landscape Architect shall approve suitability of soil of the site after reviewing results of the soil test.

B. Import Top Soil: Clean, fertile, sandy loam soil, free of stones or other deleterious matter one inch in diameter or larger. It shall also be free of pockets of coarse sand, noxious weeds, sticks, lumber, brush and other litter. It shall not be infested with nematodes or other undesirable disease-causing organisms such as insects and plant pathogens. Import top soil must conform to the following:
1. Particle size

	Class	Particle Size	Maximum %	Minimum %
a.	Class	Particle Size	Maximum %	Minimum %
b.	Coarse sand	0.5 - 2.0mm	15	0
c.	Silt plus clay	<0.05mm	50	15
	Other classes:			
d.	Gravel	2-13mm	15	0
e.	Rock	1/2 - 1”	5% by volume with none > 1”	

2. Chemistry
   a. Salinity: Saturation Extract Conductivity (ECe) - less than 3.0 sD/m @ 25° C
   b. Sodium: Sodium Absorption Ratio (SAR) - less than 6.0
   c. Boron: Saturation Extract Concentration - Less than 1.0 ppm
   d. Reaction: pH of Saturated Paste - 5.5-7.8 without high lime content
3. Soil shall contain sufficient quantities of available nitrogen, phosphorus, potassium, calcium and magnesium to support normal plant grown. In the event of nutrient inadequacies, provisions shall be made to add required material prior to planting.
4. In order to insure conformance, samples of the import soil shall be submitted to an approved laboratory for analysis prior to and following backfilling.
5. Obtain imported topsoil from approved local sources.

C. Units are mg/kg dry weight determined with Ammonium bicarbonate DTPA extraction

D. Backfill for at grade trees and shrubs shall be per Soils Report.

E. Special mixes: see Drawings.

2.2 SOIL AMENDMENTS

A. Soil amendments shall be as required by Soils Test.

B. Contractor shall provide amendments recommended by Soils Report at no additional cost to Owner, including recommendations for the quality of organic amendment.

C. Mycorrhizal fungi shall be added in all planting areas, regardless of Soils Report. Mycorrhizal inoculum consists of a combination of :
1. Innoculum shall contain a blend of eight top types of Endospores: Glomus aggregatum, G. clarum, G. deserticola, G. intraradices, G. monosporus, G. mosseae, Gigaspora margarita, and Paraglomus brasilianum, and seven top types of Ecto fungi spores:Lacarria laccata, Pisolithus tinctorius, Rhizopogon amylpogon, R. fulvigleba, R. rubescens, R. villosuli, and Scleroderma spp. The guaranteed Endo spore count shall be a minimum 50 spores/cc, and the Ecto spore count shall be a minimum 50,000 spores/cc
2. Manufacturers:
   a. BioOrganics Mycorrhizae Inoculants, (888) 332-7676
   b. Mycorrhizal Applications, Inc, (866) 476-7800
   c. Or equal.

2.3 PLANT TABLETS

A. 7 gram planting tablet designed for 12 month slow release. 12-8-8 NPK, 20% humus, 4% humic acids, 3.5% sulfur, 2% iron, micronutrients.

2.4 PLANT MATERIAL:

A. Plants shall be in conformance with the California State Department of Agriculture's regulation for nursery inspections, rules, and ratings. Plants shall be healthy, vigorous, and free of insect infestations, plant diseases, sunscalds, frostburns, abrasions, or other disfigurement. Plants shall be grown in climatic conditions similar to that of the planting site, and well hardened off. Plants shall have vigorous fibrous root systems which are not rootbound or potbound. The Landscape Architect is the sole judge as to acceptability of plant material.

B. The size of the plants will correspond with that normally expected for species and variety of commercially available nursery stock or as specified on Drawings.

C. The Landscape Architect shall approve plant material prior to planting. Plants shall be subject to review and approval of Landscape Architect at place of growth or upon delivery for conformity to specifications, and for injury, insect infestation, and trees and shrubs for improper pruning. Such approval shall not impair the right of review and rejection during progress of the work. Architect reserves the right to refuse review if, in his/her judgment, a sufficient quantity of plants is not available for review.

D. Plants not conforming to the requirements herein specified shall be considered defective, and such plants, whether in place or not, shall be marked as rejected and immediately removed from the site and replaced with new plants at the Contractor's expense.

E. Plant material shall be true to botanical and common name and variety as specified in "Sunset Western Garden Book."

F. Substitute plant material will not be permitted unless specifically approved in writing by the Landscape Architect.

2.5 SEED MIXES:

A. Turf grass seed shall be per plans.

B. See Drawings for other seed mixes.

2.6 GUYING AND STAKING MATERIALS:

A. Wood tree stakes: Lodgepole pine, fully treated with CuNap, ACQ or other non-arsenic wood preservative. Do not use split stakes.
1. 24” box trees and smaller: 2" (nom.) diameter by 10' long.
2. 36” box trees: 3” (nom.) diameter by 12’ long.

B. Pipe tree stakes: Schedule 40 steel pipe, 1-1/2" diameter with cap, primed and painted before installation with two coats flat black exterior enamel. Touch up in field to match shop condition.

C. Tree Ties:
1. Flexible vinyl tree ties meeting ASTM-D-412 standards for tensile and elongation strength. Material shall be black.
2. Each tie shall be a single piece, not multiple ties joined together.
3. Manufacturers: VIT Cinch Tie, VIT Cinch Belt (larger trees), Villa Root Barrier E-Z Band, or equal.

D. Guying Hardware:
1. Wire: Pliable 1/8” galvanized steel cable.
2. Hose: 1/2" new black rubber hose.
3. Turnbuckles: galvanized or dip-painted, size as required.
4. Cable clamps: galvanized, size as required.
5. Safety Sleeve: 1/2" white PVC full length of wire.
6. Steel Guy Anchor: Duckbill Anchor by Foresight Products (800) 325-5360; Platypus Tree Anchoring Systems (866) 752-8478, or equal. Size as needed.

2.7 WATER:

A. Furnished by Owner.

B. Transport by Contractor as required.

2.8 MULCH:

A. Decorative Bark:
1. Walk-On-Bark as supplied by Sequoia Forest Products, telephone: (559) 591-1177.
2. Small Bark product #083 by Kellogg Supply, Inc., telephone: (310) 830-2200.
3. Small Deco Bark by Aguinaga Fertilizer Company, (949) 786-9558.

B. Composted, shredded tree trimmings at planting areas:
1. Forest Floor 0-2” by Aguinaga Fertilizer Company, (949) 786-9558.

C. Submit mulch samples for approval by Landscape Architect. No shredded lumber products will be accepted.

2.9 METAL EDGING:

A. Steel edging shall be 3/16” x 5 ½”, black color, with 18” steel stake.
   1. Manufacturer: Sure-Loc. (800) 787-3562.

2.10 DRAINAGE MATERIAL

A. 3/8" crushed rock:
   1. 95% -100% passing through a 3/8" screen.
   2. 0-5% passing through No. 8 mesh.
   3. 80-100# per cubic yard.

2.11 SOIL SEPARATOR:

A. Nonwoven polypropylene fabric, needle-punched, with UV Resistance of 70%, AOS of 70 US Standard sieve, water flow rate of 110 gpm/ft2.
   1. Geotex 701, manufactured by Propex, or equal.

2.12 EROSION CONTROL FABRICS

A. Jute mesh.
   1. Specification Test Method Typical Values
      a. Yarn Fiber: Woven jute, undyed and unbleached
      b. Yarn Count, Warp: 78 per width, minimum
      c. Yarn Count, Weft: 42 per linear yard, minimum
      d. Color: Natural(Brown, Earth Tone)
      e. Fabric Width (in): 48
      f. Fabric Weight (lb/yd^2): 92
      g. Strands/ft, Warp: 19.5
      h. Strands/ft, Weft: 14.0
      i. Mass/Unit Area (oz/yd2): 14.7
      j. Wide Width Tensile, Dry (lb/ft)
         Warp x Fill ASTM D 4595 300 x 175
      k. Wide Width Tensile, Wet (lb/ft)
         Warp x Fill ASTM D 4595 125 x 65
      l. Elongation at Break (%): 10 x 10
      m. Open Area (%): 60 - 65
      n. Durability(yr): 1 - 2
      o. Water Velocity (ft/sec): 8
      p. Unit Shear Test (lb/ft^2): 0.45
      q. “C” Factor, 1.5:1 slope, 0.005

2.13 WEED CONTROL FABRIC

A. Spun-bonded polypropylene with UV inhibitors, non-degrading geotextile fabric that blocks 95% of weed growth and is permeable to air, water, gasses and fertilizer. Typar 3301 or equal.

B. Properties:
   1. Unit Weight: 3.0 oz/yds2
   2. Tensile Strength: 135 pounds
   3. Puncture Strength: 35 pounds
   4. Air Opening Size: 60/70 equivalent sieve
   5. Elongation at Break: <70%

6. Trap Tear: 50 pounds
7. Flux: 70 gal/ft2/min
8. Permitivity: 1.2 sec-2
9. Color: Black

2.14 ROOT BARRIER

A. Polyethylene (0.08 inch thick) or polypropylene (2.032 - 2.16 mm thick), with self-locking joiners, ½” raised 90 degree molded root deflecting ribs, ground lock tabs, double top edge, UV inhibitors. Use 24" barrier unless otherwise stated.

B. Bamboo root barrier: 0.76mm thick, minimum, polyethylene. Use 36” wide barrier unless otherwise stated.

2.15 TREE TRUNK PROTECTOR

A. 9” height with 4” diameter, expandable, ventilated, 1.52 mm thick UV inhibited polyethylene, gray-brown color. Arbor Guard by Deep Root Corp (800) 458-7668. TP-128 by NDS (800) 726-1994, or equal.

2.16 DRAIN PIPE:

A. Sub-Surface perforated or non-perforated as indicated on Plans, size and type noted, manufactured by Lasco, National Diversified Sales (NDS) or Advanced Drainage Systems, Inc. Perforated pipe shall be completely wrapped with a water permeable nylon screen that is lapped and welded around the pipe, and surrounded by minimum 4" thickness of gravel, unless otherwise noted on Plans.

B. Planter Area Drainpipe and Fixtures: National Diversified Sales (NDS) SDR 35 fittings and SDR 35 drain pipes with specified grates, color black, and size and type per plan. NDS, Newbury Park, California, telephone: (800) 726-1994.

2.17 SIPHON DEVICE / DRAIN CLEANOUT

A. Construct PVC assemblies per drawings.

PART 3 - EXECUTION

3.1 INSPECTION AND PREPARATION:

A. Site acceptance:
   1. The Contractor shall be responsible for coordinating his work with the General Contractor and other Sub-Contractors so no damage occurs to plantings after installation.
   2. The Contractor shall be responsible for verifying grades and site conditions before beginning work. No change in Contract price will be owed for actual or claimed discrepancy between existing grade and those shown on the plan after Contractor has accepted existing grades and moved on the site.

B. Scheduling: Perform planting only when weather and soil conditions are suitable, as approved by Landscape Architect.

C. The irrigation system shall be operational and approved prior to planting.

D. Utilities: Prior to excavation for planting or installation of stakes or guys, Contractor shall locate utility lines and cables, so that proper precautions will be taken not to damage them. In the event of a conflict between utility lines and plant locations, promptly notify the Landscape Architect, who shall arrange for the relocation of one or the other. Failure to follow this procedure shall make the Contractor responsible for repairing damages at his own expense.

3.2 SOIL PREPARATION:

A. Planting Areas:
1. Uniformly spread amendments and thoroughly cultivate by means of mechanical tiller per Soils Report.
2. Use nutrients recommended in the Soil Report.
3. Add the appropriate Mycorrhizal inoculum and incorporate at manufacturer's recommended rate.
4. Perform soil preparation after irrigation is installed and tested, and prior to planting.

B. Final Grades and Planting Area Layout:
1. At time of planting, the top two (2) inches of areas to be planted or seeded shall be free of stones, sticks, stumps, or other deleterious matter one inch in diameter or larger. It shall also be free from wire, plaster, construction debris, or similar objects that would be a hindrance to planting or maintenance.
2. Contractor shall be responsible for shaping planting areas as indicated on Plans or as directed by Landscape Architect.
3. Minor modifications to grade may be required to establish the final grade. Remove soil generated by excavations to an approved off-site location unless said soil can be utilized to obtain desired grade.
4. Finish grading shall insure proper drainage of the site as determined by the Landscape Architect.
5. Areas shall be graded so that the final grades will be 1-1/2" below adjacent paved areas, sidewalks, valve boxes, headers, cleanouts, drains, manholes, etc. or as indicated on Plans.
6. Surface drainage shall be away from building foundations.
7. Eliminate erosion scars prior to commencing maintenance period. Depressions due to settling shall be eliminated before and after planting.
8. Slopes of two to one (2:1) or steeper shall be protected with erosion control fabric. Contractor shall request clarification from Landscape Architect for fabric and methods.

C. Compacted Soil / Percolation Testing: Soil may be heavily compacted which can hinder root development, drainage and aeration.
1. Severely compacted areas shall be ripped or tilled to a depth of at least 9" prior to planting.
2. Percolation tests of water through the soil shall be performed where trees 24" box size and larger are proposed. If trees are to be planted over a large area, several percolation tests will be required.
    a. Excavate two planting pits 24" deep by 2 times rootball diameter. Install sand filled drainage sump as specified in 3.3.D.4, below, in one of the pits.
    b. Fill the pits with water and allow to drain completely.
    c. Fill the pits with water a second time.
    d. Results:
        1) If the pit with no sump drains completely within 24 hours, no drain sump is necessary for trees planted within the vicinity of the test pit.

2) If the pit with no sump does not drain completely within 24 hours, but the pit with the sump does, sumps are required for trees planted in the vicinity of the test pit.
3) If the pit with the sump does not drain completely within 24 hours, advise the Owner prior to planting.

D. Pre-Plant weed Control:
1. "Grow & Kill": If weeds exist on site at the beginning of work, spray with a non-selective systemic contact herbicide, recommended by an approved licensed landscape Pest Control Advisor and applied by a licensed Pest Control Operator. Leave sprayed plants intact to allow systemic kill as directed by Advisor. After recommended kill period, water thoroughly to encourage new weed growth, and re-apply systemic herbicide.
2. Treat planting areas, except for those to be seeded, with pre-emergent herbicide, recommended by an approved licensed landscape Pest Control Advisor and applied by a licensed Pest Control Operator
3. Maintain site weed free until final acceptance by Owner by utilizing mechanical, manual, or chemical treatment.

4. Glyphosate based herbicides are not permitted to be used.

5. Pre-Emergent and Contact Herbicides
   a. Dimension Pre-Emergent Herbicide; A.M Leonard, (800) 543-8955

6. Post-Emergent and Contact Herbicides:
   a. Fusilade II; Greencast www.greencastonline.com
   b. Touchdown; Syngenta, www.syngenta-us.com
   c. Rodeo; Dow AgroSciences, (317) 337-3000; www.dowagro.com

E. Slope Stabilization
1. Slopes greater than 3:1 are to be stabilized with jute mesh.
2. Prepare soil as noted above.
3. Unroll jute from top of slope to bottom. Secure at top of slope by toeing jute in 6" deep. Reinforce with a row of at least five staples, spacing each about a foot apart, and covering with soil.
4. Place staples 18" to 24" apart throughout to secure matting to ground. Staples must be driven flush with soil surface.
5. Overlap edges of rolls 6", minimum. Securely staple the two layers to the ground.
6. Install jute mesh loosely - do not stretch.
7. Check slots may be needed on steep slopes to prevent subsurface erosion.
   a. Dig 6" deep trench perpendicular to water flow.
   b. Drop two or three folds of fabric in the slot.
   c. Staple fabric securely in bottom of trench, and continue rolling down hill.
8. Use approximately 200 staples per 100 square yards of fabric.

3.3 PLANTING

A. Planting Layout: Plant layout is to be approved by Landscape Architect before planting begins. Layout of trees and major plantings shall be approved first. One tree with each type of specified staking shall be approved prior to planting of trees. Bring conflicts regarding the exact locations of plant pits to the attention of Owner's representative and Landscape Architect. If underground utility lines or other unknowns are encountered in excavation for planting, alternate locations for planting may be selected by the Landscape Architect. It is the Contractor's responsibility to verify with the Owner's superintendent and governing agencies the location and depth of underground utilities.

B. Planting of Trees and Shrubs (at grade):
   1. Do not plant rootbound, dried out, undersized, or damaged plants.
   2. Install trees, shrubs, and groundcovers before planting seed or sod.
   3. Excavated holes shall have vertical sides with roughened surfaces and shall be twice the diameter and the depth of the root b.
   4. Drainage: Drainage sumps are to be provided in each tree pit. Drain sumps (12-inch diameter by 3 feet deep) may be augured. Sump is to be filled with coarse sand. Planting may proceed after sump installation.
   5. Fill excavations with water and allow to percolate out, before positioning trees and shrubs.
   6. Install root control barriers where indicated on Plans and where site conditions (trees within three feet of pavement) dictate. Install per manufacturer's instructions.
   7. Center plant in pit or trench. Remove boxes and cans without damage to rootball. Add the appropriate Mycorrhizal inoculum next to rootball at manufacturer's recommended rate. Set plant plumb and hold rigidly in position until soil has been dampened firmly around b or roots. An earthen basin shall be constructed around each plant. Each basin shall be of a depth sufficient to hold at least two inches (2") of water. Remove basin in turf areas after initial watering. Plants that settle deeper than the surrounding grade shall be raised to surrounding grade level.

C. Planting Tablets: Place the following numbers of 7-gram planting tablets within the backfill of each plant:

Container size	Number of tablets
1 gallon	3
5 gallon	8
15 gallon	12
24" box	16
36" box	24
48" box	32

D. Staking and Guying: Staking and Guying of trees shall be completed immediately upon planting. Stakes shall be installed plumb and as indicated in details. Guy locations and methods shall be reviewed prior to planting of boxed trees. Bring conflicts of locating guys or stakes to the attention of Landscape Architect. Remove nursery stakes when site stakes have been installed.

E. Ground covers: Ground covers or seedlings shall be planted in straight rows and evenly spaced, unless otherwise noted, and at intervals called out in the drawing. Triangular spacing shall be used unless otherwise noted on the drawing. Fill in bare areas with plants at the required spacing. Damage to plants by trampling or other work in this contract shall be repaired immediately.

F. Sod Planting:
   1. Preparing Soil: Remove rocks or sticks from area to be sodded. Prepare soil as noted elsewhere in specifications and break up clods.
   2. Grading and Rolling: Carefully smooth surfaces to be sodded. Roll area in two directions to expose soil depressions or surface irregularities, then re-grade and re-roll soil as required producing a firm smooth surface. Be sure soil is level, smooth, and moist (not wet) before laying sod. Avoid laying sod on hot or extremely dry soil.
   3. Laying Sod: Lay first strip of sod slabs along a straight line (use a string in irregular areas). Butt joints tightly. Do not overlap edges. On second strip, stagger joints (as with laying brick). Use a sharp knife to cut sod in order to fit curves, edges, and sprinkler heads.

4. Watering During Planting: Do not lay whole lawn before watering. When a large area has been sodded, water lightly to prevent drying. Continue to lay sod and water until installation is complete.
5. Rolling Sod: After laying sod, roll lightly to eliminate irregularities and to form good contact between sod and soil. Avoid heavy roller or excessive initial watering which may cause roller marks.
6. Irrigation: Water the completed lawn surface thoroughly. Soil should be moistened at least eight inches deep. Repeat sprinkling at regular intervals to keep sod moist until rooted. After sod is established, decrease frequency and increase amount of water per application as necessary.
7. Replacement: Replace dead or dying sod with equivalent material as directed by Landscape Architect.

G. Mulch covers:
1. Complete planting and finish grades before placing mulch.
2. Place mulch material in a continuous layer 3" deep adjacent to plant crown in shrub and groundcover areas, and in areas between shrubs.
3. Place mulch in a 2” deep layer in areas with flatted groundcover and annual color.
4. Install special mulches (glass, rock) over weed control fabric.
a. Overlap fabric a minimum of 8”.

H. Install Arbor-gard tree trunk protector on trees planted in turf areas. Install per manufacturer's instructions.

3.4 CLEANUP

A. After planting operations have been completed, remove trash, excess soil, empty plant containers, and rubbish from the property, and dispose of legally.

B. Cleanup shall be performed at the end of each working day, with a maximum cleanup effort (in a manner satisfactory to the Owner) for each weekend or Holiday.

C. The Contractor shall sweep the site and shall wash down pavement within the Contract area, leaving the premises in a clean condition.

D. Walks shall be left in a clean and safe condition.

E. Scars, ruts, or other marks in the ground caused by this work shall be repaired and the ground left in a smooth condition throughout the site.

END OF SECTION 32 90 00

SECTION 32 92 22 - HYDROSEEDING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Hydroseeding of Turf.

B. Related Sections:
   1. Section 32 01 30: Operation and Maintenance of Landscape Site Improvements
   2. Section 32 84 00: Landscape Irrigation
   3. Section 32 90 00: Landscape Planting

1.2 REFERENCES

A. AOSA — Association of Official Seed Analysis: USDA Rules for Testing Seeds, Current Edition.

B. FSA — Federal Seed Act.

C. ASTM — American Society for Testing Materials: D 1557-00 Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort.

1.3 DEFINITIONS

A. Acceptance, Accepted, or Acceptable: Acceptance by the Landscape Architect in writing.

B. PLS: Pure Live Seed.

C. Weeds: Plant species not listed in the seed mix.

D. Excessive Compaction of Soil: Planting area soil compaction greater than 80 percent maximum dry density as determined by ASTM D 1557.

1.4 SUBMITTALS

A. General Requirements: Refer to Division 1.

B. Product Data:
   1. Grower’s Literature and Analytical Data for Seed.
   2. Wood Fiber Mulch.
   3. Soil Stabilizing Agent.
   4. Turf Seed Mix.
   5. Seed Analysis Tags and Seed Certification Submittals: as outlined in 1.5.B below.

1.5 STANDARDS AND QUALITY ASSURANCE

A. Regulatory Requirements:
   1. Meet requirements of applicable laws, codes, and regulations required by authorities having jurisdiction over Work.

2. Provide for inspections and permits required by Federal, State and local authorities in furnishing, transporting, and installing materials.

B. Seed Quality Assurance:
1. Provide seed that meets or exceeds specifications of Federal, State, and County laws requiring inspection for plant disease or insect control.
2. Provide seed that is true to botanical name. In all cases, botanical names shall take precedence over common names.
3. Individual seed lots must be tested for purity and germination. Seed test reports shall be made available to the Landscape Architect upon request, and submitted to the Landscape Architect to approve, at least one month prior to installation, to ensure that the specified pure live seed (PLS) rates are achieved. Based on the test results for purity and germination, the bulk application rate (lbs. per acre) shall be adjusted, as necessary, to the specified PLS rate.
4. Seed must be tested by an independent seed-testing laboratory according to Association of Official Seed Analysts (AOSA) Rules for Testing Seed by a Seed Technologist registered with the Society of Commercial Seed Technologists. Seed should be cleaned prior to testing.
5. Seed test reports will include the following information for each species:
   a. botanical name
   b. common name
   c. lot number
   d. collection location
   e. net weight PLS pounds (lbs.)
   f. percent total viability
   g. percent by weight of inert matter
   h. percent by weight other seed species (not to exceed 1.5%)
   i. percent by weight weed seed (not to exceed 1.0%).
6. Collected seed shall not contain any weed species listed as noxious or restricted in the State of California. Documentation of collection location (GENETIC/GEOGRAPHIC CERTIFICATION) shall be provided to verify the origin of the seed as Commercial or Local Native Collection. Seed tests must be performed no greater than 12 months before seed application.
7. Seed tags from each bag of seed used for the Project shall be provided to the Landscape Architect and shall identify
   a. each plant species and seed lot
   b. total PLS of each species in the bag
   c. total PLS (lbs), and total bulk seed (lbs) in each bag such that the bulk application rate (lbs per acre) can be determined for seeding.

1.6 PRODUCT DELIVERY, STORAGE AND HANDLING

A. Labeling:
1. Furnish standard products in unopened manufacturer’s standard containers.
2. Seed analysis meeting requirements of the AOSA USDA Rules for Testing Seeds shall be attached to outside as well as inside container, showing species, certified net weight, PLS percentage, germination percentages, purity, inert seed, weed seed, other crop seed, name of certified testing agency, date of germination tests, and suppliers name.
3. No seed will be accepted unless germination test date is within 9 months of planting date.

B. Delivery and Storage:

1. Ship and store materials and products in unopened containers with protection from weather or other conditions which would damage or impair the effectiveness of the product.
2. Items which have become wet, moldy, or otherwise damaged in transit or in storage, will be rejected.

1.7 SITE CONDITIONS

A. Environmental Requirements:
   1. Apply hydroseed mixes when day and night temperatures are 40 degrees or above.
   2. Do not apply hydroseed mixes if rain is expected within 24 hours.

1.8 SEQUENCING AND SCHEDULING

A. Hydroseeding: Perform hydroseeding after tree installation. To maximize seed germination, perform hydroseeding between March 1 and October 30, if possible.

1.9 WARRANTY

A. Coverage for hydroseed Areas: Warrant growth and coverage to the effect that one year from date of notice of Final Completion a minimum of 95 percent of the areas seeded shall be covered with the specified plants in a live, healthy, vigorous condition with no bare soil areas.

B. Delays: Delays in completion of planting operations which extend the planting into more than one planting season shall extend the Warranty period correspondingly.

C. Replacement:
   1. As soon as weather and soil conditions permit during the specified planting season, reseed, at no additional cost to the Owner, seeded areas not meeting the Warranty requirements.
   2. As soon as weather and soil conditions permit during the specified planting season, install replacement plants, at no additional cost to the Owner, at meadow areas planted with plugs and bulbs not meeting the Warranty requirements.
   3. Requirements for Replacement Work: Apply requirements of this Section to replacement Work.

1.10 MAINTENANCE

A. Operation and Maintenance of Site Improvements: Refer to Section 32 01 30.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS AND SUPPLIERS

A. Manufacturers:
   1. Stover Seed Company, 9180 San Fernando Rd, Sun Valley, CA (213) 626-9668; www.stoverseed.com; or approved equal.
   2. Soil Stabilizing Agent: Terra Novo, Bakersfield, CA; (888) 843-0129; www.terranovo.com or approved equal.

2.2 MATERIALS

A. Seed Mixes
   1. Turfgrass species per plans.

B. Wood Fiber Mulch: Eco-Fibre Mulch; Stover Seed Company, or accepted equal.

C. Soil Stabilizing Agent: Earthguard Fiber Matrix; Terra Novo.

D. Water: Potable.

2.3 MIXES

A. Turf Grass: Seed at a rate of as shown on the drawings PLS per acre, and water at a rate recommended by the soil stabilizing agent manufacturer.

B. Mixing Hydroseed Slurry Mix:
   1. Perform slurry preparation at job site.
   2. Add water and other ingredients except seed simultaneously so that the finished load is a homogenous mix.
   3. Meet wood fiber mulch manufacturer's current printed requirements for mixing.
   4. Add seed last.
   5. Do not allow seed to remain more than 90 minutes in slurry.
   6. When tank is fully loaded, agitate slurry for 3 to 5 minutes to mix uniformly.
   7. Discharge slurry mix within 90 minutes of mixing.
   8. Commence spraying immediately when the tank is full and uniformly mixed.

PART 3 - EXECUTION

3.1 EXAMINATION

A. General: Examine site and verify that conditions are suitable to receive Work and that no conditions are present which would cause defective installation of products or cause latent defects in workmanship and function.

B. Finish Grade and Soil Preparation Verification: Verify that soil preparation Work is complete and that finish grading Work is complete and has been accepted by the Landscape Architect.

C. Notification of Unsuitable Conditions: Before proceeding with Work, notify Owner's Representative in writing of unsuitable conditions.

3.2 PREPARATION

A. Protection of Existing Conditions:
   1. Use adequate precautions to prevent damage to existing conditions to remain such as structures, utilities, plant materials and walks on or adjacent to the site of the Work.
   2. Provide barricades, fences or other barriers to protect existing conditions to remain from damage during construction.
   3. Use every possible precaution to prevent excessive compaction of planting area soil within or adjacent to the areas of Work.

4. Do not store materials or equipment, permit burning, or operate or park equipment under the branches of existing plants to remain.
5. Submit written notification of damaged plants and structures to Owner's Representative immediately.

B. Complete clearing and grubbing to the Landscape Architect's satisfaction. At time of seeding, the surface of all areas to be seeded shall be free of large plant thatch, large stones, sticks, stumps, or other deleterious matter one inch in diameter or larger, and shall be free from all wire, plaster, construction debris of any kind, or similar objects that would be a hindrance to seeding or maintenance.

C. Stage the clearing work in areas small enough to ensure that seed application will take place before any significant soil erosion will occur. The Contractor shall be responsible for preventing and repairing any soil erosion that occurs during the area preparation.

D. Clearing and weed control: See 32 90 00.

E. Apply soil amendments specified in the Soils Report at the time of the final seedbed preparation at the rates specified.

F. Contractor shall be responsible for shaping all seeding areas as indicated on plans or as directed by Landscape Architect. Layout and preparation are to be approved by Landscape Architect before seed application begins.

3.3 HYDROSEEDING PLANTING AREAS AND TURF AREAS

A. Application:
1. Apply specified slurry mix in a sweeping motion to form a uniform mat at the specified rate on the surfaces of amended topsoil areas in a manner that will provide 100-percent coverage.
2. Spray from at least 2 opposite directions if required to remove shadow effects and achieve 100 percent coverage.
3. Keep hydroseeding within planting areas and keep from contact with other plant materials.
4. Thoroughly flush tank and hose with water after application, because bonded fiber matrix is fast to dry and, once dry, difficult to remove.
5. Hydroseed prior to planting shrub material but after trees.

B. Top of Tree Root Balls: Do not seed within mulch saucers over top of tree root balls.

C. Unused Mixes:
1. Do not use slurry mixture which has not been applied within 90 minutes of mixing.
2. Promptly remove from the site.

D. Clean-Up: Clean overspray from structures, furniture, paving and other non-planting areas immediately after completion of Work.

3.4 ESTABLISHMENT

A. Irrigation:
1. An overhead irrigation system can be used.

2. Operate as frequently as necessary to keep the soil moist but not soggy during the first 90 days of germination and to achieve proper germination of the seeds after application.
3. Water used for irrigation must be of good quality, with total dissolved solids (salts) at no greater concentration than 500 parts per million (ppm). Individual chemical constituents should be evaluated against the site soil tests to avoid salt buildup in the soils.

B. Germination:
1. The Contractor shall reapply seeds to bare spots failing to adequately germinate within 90 days.
2. The Landscape Architect shall be the sole judge of adequacy of coverage.
3. The Contractor shall remain responsible for reseeding until the Landscape Architect approves seed application and germination establishment.

C. Weed control
1. Removal of weed growth shall be hand or with use of hand-pick only.
2. Low-Nozzle spray applications of post-emergent herbicide may only be used to remove growth of Bermuda grass (*Cynoden dactylon*).

3.5 TURF

A. Remove topsoil containing foreign materials resulting from Contractor's operations, including oil drippings, fuel spills, stone, gravel, and other construction materials, and replace with new topsoil.

B. Remove sod and vegetation from diseased or unsatisfactory lawn areas; do not bury in soil.

C. Mow, dethatch, core aerate, and rake existing lawn.

D. Remove weeds before seeding. Where weeds are extensive, apply selective herbicides as required. Do not use pre-emergence herbicides.

E. Till stripped, bare, and compacted areas thoroughly to a soil depth of 12 inches.

F. Apply soil amendments and initial fertilizers required for establishing new lawns and mix thoroughly into top 3 inches of existing soil per soil analysis. Provide new planting soil to fill low spots and meet finish grades.

G. Apply seed and protect with straw mulch as required for new turf.

H. Water newly planted areas and keep moist until new lawn is established.

3.6 PROTECTION

A. Temporary Fencing
1. Provide and install temporary 4’H, green, construction snow fence, secured with stakes to protect all completed hydroseed areas against damage from pedestrian, vehicular traffic, and wildlife until acceptance by Owner’s Representative.

B. Traffic:

1. After application, do not operate equipment or vehicles, or allow any foot traffic over the hydroseeded areas until plants are established enough to prevent soil from eroding.
2. Do not operate equipment or vehicles on areas until ground if firm enough that ruts will not occur.
3. Do not operate equipment or vehicles areas that will cause excessive soil compaction.

C. Establishment Period:
1. Do not let soil in seeded grasses and lawn areas dry out during the establishment period.
2. Coordinate two review periods between landscape Contractor, Landscape Architect, and Owner's Representative to review establishment and development.
3. The contractor shall be responsible for reseeding until acceptance by Owner's Representative.

END OF SECTION 32 92 22

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SECTION 33 05 28 - UNDERGROUND UTILITIES MARKING

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Underground warning tape for:

1. Electrical power duct banks.
2. Common user duct banks.
3. Potable and nonpotable water.
4. Reclaimed water.
5. Natural gas.
6. Sanitary and storm sewer force mains.
7. Compressed air.
8. Chilled water.
9. Irrigation mainline piping.

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Division 31 Section "Excavation and Fill for Utilities".

B. Division 33 Section “Site Water Distribution System”.

C. Division 33 Section “Sanitary Sewer System”.

D. Division 33 Section “Storm Drainage System”.

1.03 QUALITY ASSURANCE

A. Reference specifications and standards:

1. ANSI: Z53.1 Safety Color Code for Marking Physical Hazards.

1.04 SUBMITTALS

A. Procedures: In accordance with Division 01 Sections.

B. Product data:

1. Manufacturer's detailed technical materials data, including technical bulletins, drawings, guides, and manuals, as applicable to the work of this Project.
2. For color coding of specific utilities not indicated on Drawings or not specified herein, submit samples of color coding tape markings for selection by Owner.

PART 2 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

A. Marking tape:

1. Empire Level Manufacturing Corporation (Thor Enterprises), Mukwonago, WI. Tel: (800) 558-0722.
2. Mutual Industries North, Inc., Philadelphia, PA. Tel: (215) 927-6000, (800) 523-0888.
3. Reef Industries, Inc., Houston, TX. Tel: (713) 507.4250, (800) 231-6074.
4. Stranco Inc., Michigan City, IN. Tel: (219) 874-5221, (800) 348-3217.
5. T. Christy Enterprises, Inc. 655 E. Ball Road, Anaheim, CA. Tel: (714) 507-3300, (800) 258-4583.

2.02 MATERIALS

A. Marking tape: Reinforced or unreinforced type, 6 inches wide, inert, virgin resin, plastic film formulated for extended use underground, imprinted with an appropriate legend to define type of utility line it identifies.

1. Nondetectable: Minimum 4 mils overall thickness.

a. DuraTec or ShieldTec by Empire Level Manufacturing Corporation (Thor Enterprises).
b. Underground Tape (UT series) by Harris Industries, Inc.
c. Non-Detectable Underground Marking Tape (No. 17783) by Mutual Industries North, Inc.
d. Underground Warning Tape (PUWT-XXX series) by Stranco, Inc.
e. Underground marking tape (No. TA-ND-6-GI) 6 inches non-detectable green irrigation marking tape by T. Christy Enterprises.

2. Detectable: Double-lamination/sandwich with continuous aluminum core, minimum 5 mils overall thickness. Provide manufacturer's splice clips or other accessory materials to maintain conductivity throughout entire length of tape installation.

a. ThorTec or MagnaTec by Empire Level Manufacturing Corporation (Thor Enterprises).
b. Underground Tape (DU series) by Harris Industries, Inc.
c. Underground Detectable Tape (No. 17774) by Mutual Industries North, Inc.
d. Detect-A-Line Detectable Underground Warning Tape (PUWT-XXXD series) by Stranco, Inc.
e. Terra Tape Sentry Line 1350 by Reef Industries, Inc.

3. Color code: Black lettering on color backgrounds in accord with APWA/ULCC Uniform Color Code and ANSI Z53.1, except as follows.

a. Red: Electric power ductbanks other than high voltage (e.g., 12 kV) electric power ductbanks.
b. Yellow: Natural gas distribution and transmission.
c. Orange: Common user ductbanks.

d. Black or white lettering on blue background: Potable and nonpotable water systems.
e. Black or white lettering on brown background: Sanitary and storm sewer force mains.
f. Yellow lettering on purple background: Reclaimed water lines.
g. Black lettering on light blue background: Compressed air systems.
h. Black lettering on green background with brown band striping: Chilled water systems.
i. Black lettering on silver background with orange band striping: Hot water systems.
j. Black lettering on green background: Irrigation mainline piping reading "CAUTION IRRIGATION LINE BELOW".

PART 3 - EXECUTION

3.01 INSTALLATION

A. Marking tape:

1. Nondetectable tape: Install over metallic utility lines.
2. Detectable tape: Install over nonmetallic utility lines.
3. For trenches which contain only one utility line, install one marking tape directly on top of each utility line (at the 12 o'clock position), install one additional tape 12 inches above the centerline of the utility line, and install one additional marking tape 18 inches to each side of centerline of utility line, a total of four utility marking tapes for a single common utility line in a single trench.
4. For trenches in common which contain more than one utility line, install one marking tape directly on top of each utility line (at the 12 o’clock position), install one additional tape for the proper utility 12 inches above the center of the utility line, and one additional marking tape for each utility in the common trench, installed 18 inches to each side of the edge of each of the outboard utility lines, a total of 8 utility marking tapes for 2 utility lines in a single common trench; a total of 12 utility marking tapes for 3 utility lines in a single common trench; a total of 16 utility marking tapes for 4 utility lines in a single common trench, etc.

END OF SECTION 33 05 28

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SECTION 33 10 00 - SITE WATER DISTRIBUTION SYSTEM

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. On-site potable water, fire water and reclaimed water distribution systems, including connections to existing systems, sterilization, testing of water mains, and all appurtenances required for the complete systems.

B. Systems design pressure is 125 psig.

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Division 03 Section "Cast-In-Place Concrete".

B. Division 31 Section "Excavation and Fill for Utilities".

C. Division 33 Section "Underground Utilities Marking".

1.03 REQUIREMENTS

A. Comply with all requirements of the governing authority, including:

1. No connection shall be made to potable, fire and industrial water lines without written approval from the governing authority.
2. When construction water is needed by Contractor, no connection to the existing main shall be used until an approved backflow prevention device is installed by Contractor.
3. Valves of existing public systems shall not be operated by any person other than Water Department personnel.
4. No connections will be allowed from new to existing water mains until pressure test has been accomplished.
5. All new potable water and/or fire systems shall be sterilized (chlorinated) by Contractor.

1.04 SUBMITTALS

A. Procedures: In accordance with Division 01 Sections.

B. Submit brochures and shop drawings with such promptness as will allow ample time for review and corrections procedures.

1. Approval will not relieve Contractor of the sole responsibility for the correctness of the work.

C. Shop drawings: Shop drawings and detailed descriptions for items which are not manufactured and which have to be specially fabricated for work of this Contract.

D. Product data: Give name or other identification of each item to be provided as part of work of this Contract. The assembled brochures shall show cuts and fully detailed descriptions of all manufactured items furnished.

1. Presentation: Arrange materials in the same sequence as the Specifications and mark each item in the lower right-hand corner with Section, Article, and Sub-Article number.

PART 2 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

A. Ductile Iron Pipe: US pipe as specified or equivalent by American.

B. Shut-off valves: Mueller as specified or equivalent by Clow, Dresser, Kennedy or Stockham.

2.02 MATERIALS AND METHODS

A. Water piping Type I:

1. 4 inches and larger: Ductile iron pipe, Pressure Class 350, conform to requirements of AWWA C151-76 ANSI A21.51 under method outlined in AWWA C150/ANSI A21.50. The pipe shall be cement mortar lined in accord with AWWA C104-80/ANSI A21.40.
2. 3 inches and smaller: Schedule 80 PVC conform to requirements of ASTM D 1785, Type 1, Grade 1.

B. Water piping Type II: Polyvinyl chloride (PVC) pipe in conformance with all requirements of AWWA C900, Class 200; use purple pigmented for reclaimed water.

C. Fittings:

1. For all ductile iron pipe and PVC pipe 4 inches and larger: Cement-lined ductile or cast iron, 250 lb.

a. Use tapped tees or flanged adapters at connections of copper piping to ductile iron or PVC piping.

2. For PVC pipe 3 inches and smaller: PVC socket fittings for solvent welding.

D. Joints for pipe and fittings:

1. Ductile iron piping and fitting:

a. Above ground: Flanged joints conforming to ANSI B16.1.
b. Underground: US pipe TR flex or equivalent by American Flex-Ring Mechanical joint with Mega-Lug retainer gland is permitted to be used only on the last pipe joint before a fitting. Provide a concrete support block for any Mega-Lug joint.

2. PVC piping:

a. 4 inches and larger: Integral bell containing a lock-in ring and spigot.

1) Pipe joints shall be push on as specified in ASTM D 3139.
2) Provide each joint connection with an elastomeric gasket suitable for the bell or coupling installation.
3) Gaskets for push on joints for pipe shall conform to ASTM F 477.
4) Gaskets for push on joints and compression type joints or mechanical joints for connections between pipes and metal fittings, valves, and other accessories shall be as specified in AWWA C111/A21.11.

b. Poly Vinyl Chloride (PVC) Water Main Fittings shall be gray-iron or ductile iron conforming to AWWA C110/A21.10 or AWWA C153/A21.53 and shall have cement mortar lining conforming to AWWA C104/A21.4, standard thickness unless otherwise indicated on Drawings. Fittings shall be mechanical joints.
c. 3 inches and smaller: Solvent welded per manufacturers recommendations.

E. Flanges:

1. For ductile iron pipe: 125 lb., ductile or cast iron, threaded, ASTM A 126 and ANSI B16.1.
2. Gaskets: Non-asbestos type composition, 1/16 inch thick, equivalent to Garlock Style 3000.
3. Bolting materials: Carbon steel Heavy Hex bolts and nuts, ASTM A 307, Type B.

F. Valves, hydrants, and accessories:

1. Shut-off valves: Mueller as specified or equivalent by Clow, Dresser, Kennedy, or Stockham.

a. Valves 4 inches and larger: AWWA approved, 200 lb.
b. Valves 14 inches and larger: AWWA approved, 150 lb.

1) Buried: Mueller #A-2360-23, with 2 inch square operating nut, and mechanical joint ends provided with retainer glands as specified under paragraph "Joints" for ductile iron piping. Provide concrete support block under buried valve.

a) Provide Bingham and Tylor or equivalent by Alhambra foundry - cast iron adjustable type valve box with proper extension to 6 inches below bottom of grade, and cast iron collar and cover. Cast "WATER" in cover.

2) Above grade: Mueller #A-2380-6, with wheel handles and flanged ends.

c. Valves less than 4 inches size: Federal Specifications WW-V-54, Class A, Type III, bronze, double wedge, non-rising stem, screwed bonnet, 200 psi W.O.G. working pressure, stuffing box repackable under pressure, all parts renewable, ends as indicated.
2. Backflow preventers: Provide where indicated on the plans.
3. Pressure regulating valve: Pressure reducing, pressure sustaining and check valve. Size 8 inch, 125 lb. Class, flanged, ratings: Downstream 15 to 75 psi, upstream 20 to 200 psi, equivalent to G.A. Industries Figure No. 4700.
4. Vent and vacuum valves: Provide where indicated, APCO Model No. 145C, 2 inch, or Crispin Model U20. Provide covered valve pits as indicated.

G. Fire hydrants:

1. Fire hydrant: Jones wet barrel, two 2-1/2 inch hose outlets and one 4-1/2 inch pumper connection, complete with caps and chains. Threads for outlets and pumper connection shall meet local Fire Department requirements.
2. Provide with manufacturer's standard prime finish. Final finish will be provided under Division 09 Section "Painting (Professional Line Products)".
3. All branches to fire hydrants shall be made with restrained joints.
4. Provide shut-off valves and valve boxes.

H. Pipe guards: Provide where indicated. Guards shall be 4 inch Schedule 40 galvanized steel pipe filled with concrete. Guards shall be 7 feet long, extending 4 feet above finished grade and set in a concrete footing (1 foot - 6 inches diameter by 3 feet - 6 inches deep).

I. Corrosion protection: All buried uncoated and/or otherwise unprotected valves, clamps, flanges, bolts, nuts, etc., shall be cleaned, primed and coated with a coal tar base protective coating (1/32 inch thick) equivalent to Carboline (Kop-Coat) Bitumastic 50. Apply in accord with manufacturer's instructions.

J. Pipe wrapping where indicated: Polyethylene wrap, ANSI A21.5 (AWWA C105) 8 mils thick.

PART 3 - EXECUTION

3.01 EXCAVATING, TRENCHING, BACKFILLING, AND COMPACTING

A. Perform in accord with requirements of Division 31 Section "Excavation and Fill for Utilities".

3.02 INSTALLATION

A. Coordinate the installation of this part of the work with the overall construction schedule.

B. Provide concrete thrust blocks at all buried fittings and stub ends on 4 inch and larger PVC lines, and as indicated on Drawings.

C. Repair all damaged lining according to AWWA C104 and according to

D. Connect to existing system where indicated.

E. Tests: In accord with the following:

1. Test entire system at 1.5 times system design pressure. Maintain test pressure for at least 4 hours or longer as directed by Owner to prove tightness without leaks.

F. Install pipes and fittings in accord with manufacturer's recommendations. Provide 30 inches cover from top of pipe to finish grade.

3.03 DISINFECTION

A. Thoroughly clean, chlorinate, drain, and flush all pipe, fittings, valves, and appurtenances which have been exposed to contamination by the construction, in accord with the AWWA Specification C601-68.

B. Owner should be notified 24 hr. in advance of disinfection of all new potable water lines.

1. Flush line prior to disinfection. Flushing shall produce minimum velocity of 2.5 feet per second in pipe.
2. Disinfect pipe using sodium hypochlorite to produce a dosage of 50 mg/l for a 24-hr. contact period.
3. Open and close all valves several times during disinfection period.
4. After 24-hour retention period, flush chlorinated water from the line until chlorine concentration of water leaving the main is no higher than that generally prevailing in the existing system, or less than 1.0 mg/l.
5. Provide corporation stop or similar connection and obtain sample for bacteriological analysis.
6. Repeat disinfection procedure until bacteriological analysis results are acceptable to Owner.

3.04 CLEANING

A. Restoration: Any settlement of pavement or backfill, or erosion over or in the trenches shall be replaced or repaired by Contractor and the surface brought to grade. Special precautions shall be taken to prevent storm water erosion of trenching. Storm water culverts and structures shall be kept clean of mud, debris, and silt caused by the construction.

3.05 PIPELINE IDENTIFICATION

A. Provide in accord with Division 33 Section "Underground Utilities Marking".

END OF SECTION 33 10 00

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SECTION 33 30 00 - SANITARY SEWAGE SYSTEM

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Gravity sanitary sewerage collection system including:

1. Gravity sanitary sewer pipe.
2. Cleanouts.
3. Alteration of existing sewerage structures.

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Division 03 Section "Cast-In-Place Concrete".

B. Division 31 Section "Excavation and Fill for Utilities".

C. Division 33 Section “Underground Utilities Marking”.

D. Division 33 Section “Site Water Distribution System”.

E. Division 33 Section "Storm Drainage System".

1.03 QUALITY ASSURANCE

A. Tests and inspections:

1. Procedure: In accordance with Division 01 Sections.
2. Required tests:

    a. After alignment tests have been completed, and before flows are allowed in the line, conduct leakage tests.
    b. Test entire system for exfiltration in presence of engineer. Limit leakage to 100 gallons per inch of pipe diameter per mile of length per 24 hour.
    c. Limit leakage to stated maximum limit, except that an allowance of an additional 10 percent of gallonage will be allowed for each additional 2 feet of head over a basic 2 feet minimum above all pipe soffits.
    d. Pay for all leakage tests and required repairs and reconstruction.

B. Reference specifications and standards:

1. AASHTO: Specifications for Highway Bridges.
2. AASHTO: M 198 Joints for Circular Concrete Sewer and Culvert Pipe Using Flexible Watertight Gaskets
3. ASTM: A 48 Gray Iron Castings.
4. ASTM: A 746 (ANSI/AWWA C151/21.51) Ductile Iron Pipe.
5. ASTM: C 94 Ready-Mix Concrete.
6. ASTM: C 150 Portland Cement.

7. ASTM: C 443 Joints for Circular Concrete Sewer and Culvert Pipe, Using Rubber Gaskets.
8. ASTM: C 478 Precast Reinforced Concrete Manhole Sections.
9. ASTM: C 923 Watertight Resilient Connectors for Manhole to Pipe Seal.
10. ASTM: D 1248 Polyethylene Plastics Molding and Extrusion Materials.
11. ASTM: D 1784 Rigid Polyvinyl Chloride (PVC) Compounds and Chlorinated Polyvinyl Chloride (CPVC) Compounds.
12. ASTM: D 2122 Determining Dimension of Thermoplastic Pipe and Fittings.
13. ASTM: D 2321 Underground Installation of Flexible Thermoplastic Sewer Pipes.
14. ASTM: D 2412 Determination of External Loading Characteristics of Plastic Pipe by Parallel-Plate Loading.
15. ASTM: D 3034 Type PSM Polyvinyl Chloride (PVC) Sewer Pipe and Fittings.
16. ASTM: D 3212 Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals.
17. ASTM: F 477 Elastomeric Seals (Gaskets) for Joining Plastic Pipe.
18. ANSI/AWWA: C105/A21.5 Polyethylene Encasement for Ductile-Iron Piping for Water and Other Liquids.
19. ANSI/AWWA: C111/A21.11 Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings.
20. ANSI/AWWA: C150/A21.50 Thickness Design of Ductile-Iron Pipe.
21. ANSI/AWWA: C151/A21.51 Ductile-Iron Pipe, Centrifugally Cast for Water or Other Liquids.

C. Allowable tolerances for manhole frames/drainage inlets and cleanouts:

1. Horizontal location: Within ±3 inches, in any direction, of horizontal location indicated on Drawings.
2. Vertical alignment: Not greater than 1/8 inch maximum tolerance for 6 feet of depth.

1.04 SUBMITTALS

A. Procedure: In accordance with Division 01 Sections.

B. Product data: Manufacturer's detailed technical materials, fabrication, and installation data, including technical bulletins, drawings, guides, and manuals, as applicable to the work of this Project.

C. Certifications: Manufacturer's certification that pipe and fittings have been inspected and tested at the point of origin, and are in compliance with specified requirements.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Pipe and fittings:

1. Polyvinyl chloride (PVC) pipe and fittings for mainlines 15 inches and smaller: Conform to ASTM D 3034, SDR 35 or Schedule 40 DWV.

a. Manufacture pipe from approved, Type 1, Grade 1, PVC 12454-C conforming to ASTM D 1784 and meeting requirements of ASTM D 2122 and ASTM D 2412.
b. Pipe shall have integral wall thickened bells or extruded couplings with gasket seals. Solvent weld joints will not be permitted.
c. Pipe joints shall be gasket push-on type complying with ASTM D 3212 and ASTM F 477.
d. Pipe shall be UL/FM approved.
e. Fittings shall conform to the same specifications as pipe in which they are to be installed.
f. Pipe shall be identified on the exterior of the pipe with the following information:

1) Nominal pipe size and o.d. base.
2) Material code designation number (12454C).
3) Dimension ratio number (SDR 35).
4) Pipe Stiffness Designation (PS46).
5) ANSI/ASTM Designation (D3034).
6) Pipe manufacturer's name and production code.

2. Cast iron soil pipe and fittings: Conform to ASTM A 74, service weight bell and spigot pipe with the following acceptable gasket types:

a. Dual Tite.
b. Rich-Seal.
c. Ty-Seal.

PART 3 - EXECUTION

3.01 INSTALLATION/PERFORMANCE

A. Excavating, trenching, backfilling, and compacting: In accord with Division 31 Section "Excavation and Fill for Utilities".

B. Pipe laying: Lay pipe as indicated on Drawings, as specified herein, and in compliance with applicable portions of ASTM D 2321.

1. Grade trench bottom to indicated elevation of pipeline and shape bottom to fit lower quadrant of pipe. Excavate holes at each bell hub such that pipe will be uniformly supported along entire length of barrel only.
2. Pipe installation and jointing shall be in accord with pipe manufacturer's specifications and instructions for type of pipe used and applicable requirements specified herein. All pipe having a defective joint, bell, or spigot is unacceptable, shall be rejected, removed from site, and replaced with an acceptable unit.
3. Commence pipe laying in finished trench at lowest point, or from a point designated by Owner, and lay upgrade from point of connection with all bell ends forward.
4. Install pipe to homing mark on spigot. On field cut pipe, provide a homing mark on spigot end in accord with manufacturer's recommendations.
5. Maintain pipe alignment and joint closure until sufficient haunching and backfill is in place to adequately hold pipe in position.
6. Prevent foreign materials from entering pipe while it is being placed in trench. Do not place debris, tools, articles of clothing, or other materials in pipe at any time.

7. As each length of pipe is placed in trench, assemble joints and bring pipe to intended line and grade. Bed and secure pipe in place.
8. When pipe laying is delayed for 10 min. or more, close open ends of pipe using a watertight plug or other approved means to ensure that absolute cleanliness is maintained inside pipe.
9. At penetrations of manhole and similar structures, smoothly cut penetrating ends of pipe parallel to interior surface of structure. Maximum interior protrusion of pipe shall be the minimum necessary for proper sealing of pipe connection to structure. Use resilient connector when indicated on Drawings.

C. Pipe jointing:
1. Pipe installation and jointing shall be in accord with pipe manufacturer's specifications and instructions for type of pipe used and applicable requirements specified herein.
2. Ensure that interior of pipe and jointing seal is free of sand, dirt, trash, or other foreign materials before installation. All pipe or fitting that has been installed containing dirt or other deleterious material shall be removed, cleaned, and relaid. Extreme care shall be taken to keep bells of pipe free from sand, dirt, or rocks so that joints may be properly assembled without overstressing bells.

3.02 FIELD QUALITY CONTROL

A. Alignment: Inspect sanitary sewerage lines to determine if displacement of pipe has occurred during backfilling and compaction.

B. Correct, at no additional cost, sections of piping that are deficient in material, alignment, grade, or joints.

END OF SECTION 33 30 00

SECTION 33 40 00 - STORM DRAINAGE SYSTEM

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Storm drainage system includes:

1. Storm drainage pipe.
2. Catch basins.
3. Manholes.
4. Alteration of existing storm drainage structures.

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Division 03 Section "Cast-In-Place Concrete".

B. Division 31 Section "Excavation and Fill for Utilities".

C. Division 33 Section “Underground Utilities Marking”.

D. Division 33 Section “Site Water Distribution System”.

E. Division 33 Section "Sanitary Sewage System".

1.03 QUALITY ASSURANCE

A. Tests and inspections:

1. Procedure: In accordance with Division 01 Sections.
2. Required tests:

a. Conduct leakage tests subsequent to alignment inspections and prior to flows being allowed in the line.
b. Test entire system for exfiltration in the presence of Owner. Limit leakage to 200 gallons per inch of pipe diameter per mile of length per 24 hours. Actual duration of test will be 4 hours.
c. Limit leakage to stated maximum limit, except that an allowance of an additional 10 percent of gallonage will be allowed for each additional 2 feet of head over a basic 2 feet minimum above pipe soffits.
d. Contractor shall be responsible to pay for leakage tests and required repairs and reconstruction.

B. Requirements of regulatory agencies: In addition to complying with other legal requirements, comply with CALTRANS Standard Specifications.

C. Reference specifications and standards:

1. AASHTO: Specifications for Highway Bridges.

2. AASHTO: M198 Joints for Circular Concrete Sewer and Culvert Pipe Using Flexible Watertight Gaskets
3. ASTM: A 48 Gray Iron Castings.
4. ASTM: C 76 Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe.
5. ASTM: C 94 Ready-Mix Concrete.
6. ASTM: C 150 Portland Cement.
7. ASTM: C 443 Joints for Circular Concrete Sewer and Culvert Pipe, Using Rubber Gaskets.
8. ASTM: D 1248 Polyethylene Plastics Molding and Extrusion Materials.
9. ASTM: D 1784 Rigid Polyvinyl Chloride (PVC) Compounds and Chlorinated Polyvinyl Chloride (CPVC) Compounds.
10. ASTM: D 2122 Determining Dimension of Thermoplastic Pipe and Fittings.
11. ASTM: D 2321 Underground Installation of Thermoplastic for Sewers and Other Gravity Flow Applications.
12. ASTM: D 2412 Determination of External Loading Characteristics of Plastic Pipe by Parallel-Plate Loading.
13. ASTM: D 3034 Type PSM Polyvinyl Chloride (PVC) Sewer Pipe and Fittings.
14. ASTM: D 3212 Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals.
15. ASTM: F 477 Elastomeric Seals (Gaskets) for Joining Plastic Pipe.
16. CALTRANS: Standard Specifications.
17. Fed. Spec. SS-S-210a Preformed Plastic Sealing Compound for Expansion Joints and Pipe Joints.
18. SSPWC (Standard Specifications for Public Works Construction).

D. Allowable tolerances for manhole frames/drainage inlets and cleanouts:

1. Horizontal location: Within ±3 inches, in any direction, of horizontal location indicated on Drawings.
2. Vertical alignment: Not greater than 1/8 inch maximum tolerance for 6 feet of depth.

1.04 SUBMITTALS

A. Procedure: In accordance with Division 01 Sections.

B. Product data: Manufacturer's detailed technical materials, fabrication, and installation data, including technical bulletins, drawings, guides, and manuals, as applicable to the work of this Project.

C. Certifications: Manufacturer's certification that pipe and fittings have been inspected and tested at the point of origin, and are in compliance with specified requirements.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Pipe and fittings:

1. Polyvinyl chloride (PVC) pipe and fittings for main lines 15 inches and smaller: Conform to ASTM D 3034, Schedule 40 DWV.

a. Manufacture pipe from approved, Type 1, Grade 1, PVC 12454-C conforming to ASTM D 1784 and meeting requirements of ASTM D 2122 and ASTM D 2412.
b. Pipe shall have integral wall thickened bells or extruded couplings with gasket seals. Solvent weld joints will not be permitted.
c. Pipe joints shall be gasket push-on type complying with ASTM D 3212 and ASTM F 477.
d. Pipe shall be UL/FM approved.
e. Fittings shall conform to same specifications as pipe in which they are to be installed.
f. Pipe shall be identified on exterior with the following information:

1) Nominal pipe size and o.d. base.
2) Material code designation number (12454C).
3) Dimension ratio number (SDR 35).
4) Pipe stiffness designation (PS46).
5) ANSI/ASTM designation (D3034).
6) Pipe manufacturer's name and production code.

PART 3 - EXECUTION

3.01 INSTALLATION/PERFORMANCE

A. Excavating, trenching, backfilling, and compacting: In accord with Division 31 Section "Excavation and Fill for Utilities".

B. Pipe laying: Lay pipe as indicated on Drawings, as specified herein, and in compliance with applicable portions of ASTM D 2321.

1. Grade trench bottom to indicated elevation of pipeline and shape bottom to fit lower quadrant of pipe. Excavate holes at each bell hub such that pipe will be uniformly supported along entire length of barrel only.
2. Pipe installation and jointing shall be in accord with pipe manufacturer's specifications and instructions for type of pipe used, and applicable requirements specified herein. Any pipe having a defective joint, bell, or spigot is unacceptable, shall be rejected, removed from site, and replaced with an acceptable unit.
3. Commence pipe laying in finished trench at lowest point, or from a point designated by Owner, and lay upgrade from point of connection with bell ends forward.
4. Install pipe to homing mark on spigot. On field cut pipe, provide a homing mark on spigot end in accord with manufacturer's recommendations.
5. Maintain pipe alignment and joint closure until sufficient haunching and backfill is in place to adequately hold pipe in position.
6. Prevent foreign materials from entering pipe while it is being placed in trench. Do not place debris, tools, articles of clothing, or other materials in pipe at any time.
7. As each length of pipe is placed in trench, assemble joints and bring pipe to intended line and grade. Bed and secure pipe in place.
8. When pipe laying is delayed for 10 minutes or more, close open ends of pipe using a watertight plug or other approved means to ensure that absolute cleanliness is maintained inside pipe.
9. At penetrations of manhole and similar structures, smoothly cut penetrating ends of pipe parallel to interior surface of structure. Maximum interior protrusion of pipe shall be the minimum necessary for proper sealing of pipe connection to structure. Use resilient connector when indicated on Drawings.

C. Pipe jointing:

1. Pipe installation and jointing shall be in accord with pipe manufacturer's specifications and instructions for type of pipe used and applicable requirements specified herein.
2. Ensure that interior of pipe and jointing seal is free of sand, dirt, trash, or other foreign materials before installation. Remove, clean, and re-lay pipe or fittings that have been installed containing dirt or other deleterious material. Extreme care shall be taken to keep bells of pipe free from sand, dirt, or rocks so that joints may be properly assembled without overstressing bells.
3. Reinforced concrete pipe:

a. Rubber gaskets:

1) At all joints, except at penetrations of manhole and similar structures.
2) Immediately prior to joining pipe sections, lubricate rubber gaskets using Owner-approved lubricant.

3.02 FIELD QUALITY CONTROL

A. Alignment: Inspect storm drainage lines to determine if displacement of pipe has occurred during installation of bedding and compaction.

B. Leakage: Conduct initial leakage tests. Failure to pass leakage test requirements shall require mortaring suspect joints as directed by Owner and subsequent leakage retests. Continued failure to pass leakage retests shall require removal and reinstallation of suspect pipe sections and replacement of suspect joint seals with new gaskets.

C. Correct, at no additional cost to Owner, sections of piping that are deficient in material, alignment, grade, or joints.

END OF SECTION 33 40 00

EXHIBIT A

COUNTYWIDE COMMUNITY WORKFORCE AGREEMENT

BY AND BETWEEN

THE COUNTY OF LOS ANGELES

AND

THE LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION TRADES COUNCIL AND THE SIGNATORY CRAFT COUNCILS AND LOCAL UNIONS

TABLE OF CONTENTS

PURPOSE 1
ARTICLE 1 DEFINITIONS 2
ARTICLE 2 SCOPE OF AGREEMENT 5
ARTICLE 3 EFFECT OF AGREEMENT 7
ARTICLE 4 WORK STOPPAGES AND LOCKOUTS 9
ARTICLE 5 NO DISCRIMINATION OR HARASSMENT 14
ARTICLE 6 UNION SECURITY 14
ARTICLE 7 REFERRAL 15
ARTICLE 8 WAGES AND BENEFITS 19
ARTICLE 9 HOURS OF WORK, OVERTIME, SHIFTS AND HOLIDAYS 20
ARTICLE 10 COMPLIANCE 23
ARTICLE 11 DISPUTE RESOLUTION PROCEDURE 23
ARTICLE 12 LABOR/MANAGEMENT COLLABORATION 25
ARTICLE 13 JURISDICTIONAL DISPUTES 25
ARTICLE 14 APPRENTICES 26
ARTICLE 15 MANAGEMENT RIGHTS 26
ARTICLE 16 SAFETY, PROTECTION OF PERSON AND PROPERTY 28
ARTICLE 17 SAVINGS CLAUSE 29
ARTICLE 18 PRE-JOB CONFERENCE 29
ARTICLE 19 WORK AND ECONOMIC OPPORTUNITY 30
ARTICLE 20 STEWARDS 33
ARTICLE 21 TERM 33
ARTICLE 22 RESPONSIBILITY FOR COSTS 34
ARTICLE 23 MISCELLANEOUS PROVISIONS 34
ATTACHMENT A: LETTER OF ASSENT 37
ATTACHMENT B: APPLICABLE UNION MASTER LABOR AGREEMENTS 38
ATTACHMENT C - DRUG AND ALCOHOL TESTING POLICY 40
ATTACHMENT D – LOCAL AND TARGETED WORKER HIRING POLICY 46

PURPOSE

The purpose of this Countywide Community Workforce Agreement ("CWA" or "Agreement") is to provide for the orderly settlement of labor disputes and grievances without strikes or lockouts, and to maximize the economic development opportunities for residents and businesses located within the County of Los Angeles ("County"), thereby promoting the public interest in assuring timely and economical completion of construction projects covered by this Agreement ("Covered Projects").

WHEREAS, the County is contemplating that, during the term of this Agreement, the County will likely proceed with the construction of Covered Projects; and

WHEREAS the construction of such Covered Projects will be of the utmost importance to the County and the general public of the County; and

WHEREAS, the work on such Covered Projects will require maximum cooperation between the Parties to this Agreement, as well as with the contractors selected to perform the work covered under this Agreement; and

WHEREAS, both the County and the Unions intend to maximize local economic development by ensuring equity and economic inclusion through comprehensive workforce and business development strategies and partner coordination; and

WHEREAS, this Agreement reflects a commitment by all Parties to the diversity in the workforce hiring; and

WHEREAS, increasing access to employment opportunities with prevailing wages is one way for the County and the Unions to directly combat poverty and unemployment; and

WHEREAS, the County and the Unions are both committed to contribute to the economic development of the community through the inclusion of Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE) firms in the execution of Covered Projects; and

WHEREAS, the County and the Unions are both committed to eliminating barriers and challenges to open competition and growth for LSBE, DVBE, and SE firms performing work on Covered Projects; and

WHEREAS, the County and the Unions are both committed to eliminating barriers and increasing the hiring and employment in the construction trades of Local Residents and Targeted Workers, including creating more opportunities for women and minorities to have craft labor careers in the construction trades; and

WHEREAS, the Contractors/Subcontractors/Employers ("Contractors") and the Unions desire to mutually establish and stabilize wages, hours, and working conditions for the workers employed on Covered Projects by the Contractors, and further, to encourage close cooperation

among the Contractors and the Unions to the end that a satisfactory, continuous and harmonious relationship will exist among the Parties to this Agreement; and

WHEREAS, large numbers of workers of various skills will be required in the performance of the construction work covered by this Agreement, including those to be represented by the Unions and any other craft labor organization which is signatory to this Agreement employed by Contractors who are signatory to agreements with said labor organizations; and

WHEREAS, it is recognized that Covered Projects will engage multiple contractors and bargaining units on Covered Project sites at the same time over an extended period of time, the potential for work disruption is substantial without an overriding commitment to maintain continuity of work; and

WHEREAS, the interests of the general public, the County, the Unions, Contractors, and workers would be best served if future Covered Projects proceed in an orderly manner free of disruption because of strikes, sympathy strikes, work stoppages, picketing, lockout, slowdowns or other interferences with work; and

WHEREAS, the Parties signatory to this Agreement pledge their full good faith and trust to work towards a mutually satisfactory completion of Covered Projects.

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES, AS FOLLOWS:

ARTICLE 1 DEFINITIONS

1.1 "Agreement" means this Community Workforce Agreement, which meets the definition of a "project labor agreement" pursuant to California Public Contract Code §2500, *et. seq.*

1.2 "Apprentice" as used in this Agreement shall mean those apprentices registered and participating in a Joint Labor/Management Apprenticeship Program ("Apprenticeship Program") approved by the State of California, Department of Industrial Relations, Division of Apprenticeship Standards.

1.3 "Board" means the Los Angeles County Board of Supervisors, acting in their capacity as the governing authority of the County.

1.4 "California Construction Labor Hours" means all craft worker hours performed on a Covered Project by California residents, excluding the hours performed by inspectors, off-site material fabricators, designers, project office staff, or vendors.

1.5 "Construction Contract" means the contract with a prime Contractor for the construction of a Covered Project.

1.6 "Contractor/Subcontractor/Employer" ("Contractors") means the prime Contractor and all subcontractors and owner operators of any tier, with respect to work performed within the

scope of a Construction Contract. Contractors may bid for and be awarded work within the scope of a Construction Contract for a Covered Project without regard as to whether the Contractors are otherwise a party to any Union collective bargaining agreement.

1.7 "Core Employee" as used in this Agreement shall mean an employee whose name appeared on the Contractor's active payroll for sixty (60) working days out of the last one hundred (100) working days immediately before the award of work within the scope of a Covered Contract to the Contractor, who possesses any license and meets all standards required by state or federal law for the work to be performed; and who has the ability to safely perform the functions of the applicable trade; and who has worked at least two-thousand (2,000) hours in the construction craft in which they are employed during the prior four (4) years.

1.8 "County" means the County of Los Angeles and its Departments, Commissions, and Agencies delivering the proposed Covered Projects.

1.9 "Covered Project" means a County construction project that meets one or more of the criteria specified in 1.9.1, below, and which does *not* meet one or more of the criteria specified in 1.9.2, below.

1.9.1 A County construction project shall be considered a "Covered Project" if it meets one or more of the following criteria and does not meet one or more of the criteria specified in 1.9.2, below:

(a) The Board is advised by the relevant County department prior to solicitation for the construction that the construction project has an estimated construction contract value of $5,000,000 or greater.

(b) Prior to the bid advertisement date or request for proposals release date for the construction of a project, the Board determines, in its sole discretion, that it wishes to include a County construction project as a Covered Project even though that project does not have an estimated construction contract value of $5,000,000 or greater.

1.9.2 A County construction project shall not be considered a "Covered Project" if it meets one or more of the following criteria:

(a) The construction project is being let due to an emergency, declared by the United States, or by the State of California, or by the Board, or by the Director of Public Works.

(b) The construction project is for the construction of supportive, interim, and/or affordable housing.

(c) The construction project is being performed using Job Order Contracts.

(d) The project was determined to be a Covered Project, but the Board subsequently cancelled the project.

1.10 "Current Prevailing Wage Determination" means the most recently adopted and published prevailing wage determination by the State of California, Department of Industrial Relations, in effect at the time the work is performed by each Contractor.

1.11 "Disabled Veteran Business Enterprise" or "DVBE" shall mean: (1) A business which is certified by the State of California as a disabled veteran business enterprise; or (2) A business which is verified as a service-disabled veteran-owned small business by the Veterans Administration.

1.12 "Jobs Coordinator" means an individual or entity contracted or employed by a Contractor to facilitate implementation of the Local and Targeted Worker Hiring Policy (LTWHP) and carry out other duties required by the Agreement.

1.13 "Joint Labor/Management Apprenticeship Program" means a joint Union and Contractor administered apprenticeship program certified by the Division of Apprenticeship Standards, Department of Industrial Relations of the State of California.

1.14 "Letter of Assent" means the document which formally binds each Contractor to adherence to all the forms, requirements, and conditions of this Agreement that each Contractor (of any tier) must sign and submit to the County's designated office and to the Council prior to beginning any work covered by this Agreement. The form Letter of Assent is attached as Attachment A.

1.15 "Local and Targeted Worker Hiring Policy" or "LTWHP" means, for each construction project, the policy adopted by the County's Board of Supervisors a copy of which is attached hereto as Attachment D.

1.16 "Local Small Business Enterprise" or "LSBE" shall mean a business which is certified by the State of California as a small business and has had its principal office located in the County for at least one (1) year.

1.17 "Master Labor Agreement" or "MLA" means the local collective bargaining agreements of the signatory Unions having jurisdiction over the work on the Covered Project, as such may be changed from time-to-time, and which are incorporated herein and listed in Attachment B.

1.18 "Project Labor Coordinator" means the designee of the County, either from its own staff or an independent entity acting on behalf of the County, to monitor compliance with this Agreement and assist with developing and implementing the programs referenced herein, all of which are critical to fulfilling the intent and purposes of the Parties and this Agreement, and to otherwise implement and administer this Agreement.

1.19 "Social Enterprise" or "SE" means nonprofit or for-profit businesses whose primary purpose is the "common good" and which "use the methods and disciplines of business and the power of the marketplace to advance their social, environmental and human justice agendas, wherein the organization that applies commercial strategies to maximize improvements in human and environmental well-being," that may "include maximizing social impact rather than profits for external shareholders," and has both: (1) been in operation for at least one (1) year

providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; and (2) is certified by the County's Department of Economic Opportunity as a SE.

1.20 "Subscription Agreement" means the contract between a Union's Labor Management Trust Funds and a Contractor that is not a party to a current collective bargaining agreement with a union signatory to this Agreement to document that Contractor's agreement to comply with the trust fund contribution requirements of the Letter of Assent described in Section 3.4., below. The Subscription Agreement cannot bind the Contractor beyond the obligations set forth in this Agreement and is limited to work performed within the scope of the Construction Contracts.

1.21 "Skilled Journeyperson" has the same meaning as in California Public Contract Code §2601.

1.22 "Targeted Worker" is defined in the LTWHP, and the categories of Targeted Workers shall be listed in the Craft Employee Request Form created for each Covered Project.

1.23 "Tier 1 Local Resident" is defined in the Local and Targeted Worker Hiring Policy.

1.24 "Tier 2 Local Resident" is defined in the Local and Targeted Worker Hiring Policy.

1.25 Tier 1 Local Residents and Tier 2 Local Residents shall be collectively referred to as "Local Residents".

1.26 "Union" or "Unions" or "Signatory Unions" means the Los Angeles/Orange Counties Building and Construction Trades Council ("Council") affiliated with North America's Building Trades Unions (AFL/CIO), and the local unions and district councils signing this Agreement, whose names are subscribed hereto and who have through their officers executed this Agreement.

ARTICLE 2 SCOPE OF AGREEMENT

2.1 Parties: Unless otherwise provided or limited herein, this Agreement shall only apply to the Contractors performing work or agreeing to perform work pursuant to a Construction Contract for a Covered Project, the Council, the Unions, and the County. The Council, the Unions and the County shall hereinafter be referred to as the Parties.

2.2 Application of Agreement: This Agreement shall only apply to the work within the scope of a Construction Contract for a Covered Project, as defined above, unless specifically excluded or limited in Section 2.3, below. This Agreement shall in no way limit the County's right to terminate, modify or rescind a Construction Contract and/or any related subcontract or agreement and the County has the sole discretion and right to combine, consolidate, cancel, terminate, or take other action regarding any Construction Contracts or portions of any Construction Contracts. Should the County remove or terminate any Construction Contract and thereafter authorize that work be commenced or re-commenced, that Construction Contract shall

be performed under the terms of this Agreement unless this Agreement has expired prior to the authorization to commence or re-commence such work.

2.3 Exclusions:

2.3.1 This Agreement shall not apply to any off-site maintenance of leased equipment and on-site supervision of such maintenance work.

2.3.2 This Agreement shall not apply to or impact in any way service contracts or operation or maintenance contracts entered into by the County including, but not limited to said contract relating to the Covered Projects, services provided at any County facility, building and/or the operation or maintenance of any County owned and operated facilities.

2.3.3 This Agreement shall not apply to the Contractor's non-manual employees including, but not limited to, superintendents, assistant superintendents, supervisors, staff engineers, master mechanics, office engineers, time keepers, mail carriers, clerks, office workers, messengers, guards, safety personnel, emergency medical and first aid technicians or any other employee of the Contractors above the rank of Craft Foreman, and other engineering, administrative, supervisory, and management employees, including quality control and quality assurance management personnel to the extent they do not perform the work of a Surveyor or Building/Construction Inspector and/or Field Soils and Material Tester (Inspector), as covered by Section 2.3.6.

2.3.4 This Agreement shall not apply to material suppliers of raw materials, manufactured products, offsite hauling or delivery by any means of material, supplies, or equipment required to or from any point of delivery; provided, however, that lay down or storage areas for equipment or material and manufacturing (prefabrication) sites, dedicated solely to a Covered Project, and the movement of materials or goods between locations on a Covered Project site, are within the scope of this Agreement to the extent that those lay down or storage areas and prefabrication sites are for work within the scope of the Construction Contracts.

2.3.5 Certain equipment and systems of a highly technical and specialized nature may have to be installed at the Covered Project. The nature of such equipment and systems, together with requirements of manufacturer's warranty, may dictate that it be prefabricated, pre-piped, and/or pre-wired. The Unions agree to install such material, equipment and systems without incident, or allow such installation to be performed by the manufacturer's employees or a contractor designated by the manufacturer where the Unions are unable to perform such work or the warranty specifies that it may be void absent installation by the manufacturer or certified installation personnel of the manufacturer's authorized contractor or vendor (or the warranty explicitly requires such authorized and certified personnel to perform the installation) and no such authorized union contractor in the applicable trade has successfully bid the work, then such installation shall not be covered under this Agreement. The prime Contractor shall notify the Unions at the

pre-job conference of the use of this provision and shall provide copies of the written warranty to the affected Union that requires the work be performed by the manufacturer's own personnel, or a contractor certified by the manufacturer. When the warranty does not require installation by the manufacturer's own personnel or a contractor certified by the manufacturer, the Unions agree to perform and install such work under the supervision and direction of the manufacturer's representative. This Section 2.3.5 shall not apply to construction equipment owned or rented by contractor used during construction, but which does not become integrated into the site.

2.3.6 This Agreement shall not apply to any employees of the County, design teams (including, but not limited to architects, engineers, master planners), or any other consultants directly contracted by the County (including, but not limited to, project managers, construction managers, inspectors and their employees and their sub-consultants, and other employees of professional service organizations). Notwithstanding the foregoing, this exclusion shall not apply to the classifications of Surveyors and/or Building/Construction Inspector and/or Field Soils and Material Testers (Inspectors) unless they are County employees. This inclusion applies to the scope of work defined in the State of California Wage Determination for that craft. This shall also specifically include such work where it is referred to by utilization of such terms as "quality control" or "quality assurance." Every Inspector performing under these classifications on Covered Projects pursuant to a professional services agreement, a contract directly with the County or a contract with a Contractor shall be bound to all applicable requirements of this Agreement. Covered work as defined by this Agreement shall be performed pursuant to the terms and conditions of this Agreement regardless of the manner in which the work was awarded.

2.3.7 Any work performed on or near or leading to or into a site of work covered by this Agreement and undertaken by state, city or other governmental bodies, or their Contractors; or by public utilities, or their Contractors, for work for which is not within the scope of this Agreement

2.4 The County and/or the Contractors, as appropriate, have the absolute right to award the Construction Contracts under this Agreement to any Contractor notwithstanding the existence or non-existence of any agreements between such Contractor and any Union parties, provided only that such Contractor is ready, willing, and able to execute and comply with this Agreement should such Contractor be awarded work under a Construction Contract for a Covered Project.

ARTICLE 3 EFFECT OF AGREEMENT

3.1 By executing this Agreement, the Unions and the County agree to be bound by each and every provision of this Agreement. The provisions of this Agreement, including the applicable terms of the Master Labor Agreements ("MLA(s)"), as such may be changed from time-to-time and which terms are incorporated herein by reference, shall apply to the work within the scope of the Construction Contracts for the Covered Projects. To the extent that the provisions of this

Agreement are inconsistent with the applicable MLA, the provisions of this Agreement shall prevail, notwithstanding the provisions of any other local, area and/or national agreement which may conflict with or differ from the terms of this Agreement. However, such does not apply to work performed under the National Cooling Tower Agreement, the National Stack Agreement, the National Transit Division Agreement (NTD), or within the jurisdiction of the International Union of Elevator Constructors and all instrument calibration and loop checking work performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians except that Articles dealing with Work Stoppages and Lock-Outs, Work Assignments and Jurisdictional Disputes, and Settlement of Grievances and Disputes shall apply to such work.

3.2 It is specifically agreed that no later agreement shall be deemed to have precedence over this Agreement unless signed by all Parties signatory hereto who are then currently employed or represented at the Covered Project. Where a subject covered by the provisions of this Agreement is also covered by a MLA, the provisions of this Agreement shall apply. Where a subject is covered by a provision of a MLA and not covered by this Agreement, the provisions of the MLA shall apply. Any dispute as to the applicable source between this Agreement and any MLA for determining the wages, hours of working conditions of employees on this Covered Project shall be resolved under the procedures established in Article 11.

3.3 It is understood that this Agreement constitutes a self-contained, stand-alone agreement and that, by virtue of having become bound to this Agreement, the Contractor will not be obligated to sign any local, area or national collective bargaining agreement as a condition of performing work within the scope of this Agreement, except as provided in Section 3.4, below.

3.4 It is agreed that all Contractors of whatever tier, who have accepted the award of work within the scope of a Construction Contract, shall be required to accept and be bound to the terms and conditions of this Agreement, and shall evidence their acceptance by the execution of the Letter of Assent as set forth in Attachment A hereto, prior to the commencement of work. At the time that any Contractor enters into a subcontract with any subcontractor of any tier providing for the performance of work within the scope of a Construction Contract, the Contractor shall provide a copy of this Agreement to said subcontractor and shall require the subcontractor, as a part of accepting the award of a construction subcontract, to agree in writing in the form of a Letter of Assent to be bound by each and every provision of this Agreement prior to the commencement of work on the Covered Project. No Contractor shall commence work within the scope of a Construction Contract without having first provided a copy of the Letter of Assent as executed by it to the Project Labor Coordinator and the Council, 48 hours before the commencement of such work, or within 48 hours after the award of such work to that Contractor, whichever occurs later. Further, Contractors not signatory to the established Joint Labor/Management Trust Fund Agreements, as described in the MLAs for the craft workers in their employ, shall sign a Subscription Agreement with the appropriate Joint Labor/Management Trust Funds covering the work performed under this Agreement before such work is commenced. It shall be the responsibility of the prime Contractor to have each of its lower-tier Contractors sign such Subscription Agreement with the appropriate Union prior to the Contractor beginning work performed under this Agreement. The Subscription Agreement shall not bind the Contractor beyond the terms and conditions of this Agreement and must be limited to work performed within the scope of a Covered Contract for a Covered Project.

3.5 This Agreement shall be binding on the signatory Contractors hereto only and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party or any other contract for construction or project to which this Agreement does not apply.

3.6 This Agreement shall be included as a general condition of the Construction Contract for each of the Covered Projects.

ARTICLE 4 WORK STOPPAGES AND LOCKOUTS

4.1 There shall be no strikes, sympathy strikes, picketing, work stoppages, slowdowns, sickouts, handbilling or other disruptive activity for any reason (including but not limited to disputes relating to the negotiation or renegotiation of applicable MLA(s), economic strikes, unfair labor practice strikes, safety strikes, sympathy strikes, and jurisdictional strikes or disputes) by the Union, or by any employee, and there shall be no lockout by the Contractor. Failure of any Union or employee to cross any picket line established at the Covered Project site is a violation of this Article.

4.2 The Union shall not sanction, aid or abet, encourage, or continue any work stoppage, strike, picketing or other disruptive activity at the Covered Project site and shall undertake all reasonable means to prevent or to terminate any such activity. No employee shall engage in activities which violate this Article. Any employee who participates in or encourages any activities which interfere with the normal operation of the Covered Project shall be subject to disciplinary action, including discharge, and if justifiably discharged for the above reasons, shall not be eligible for rehire on the Covered Project. If any Union is notified of any offsite work stoppage, strike, picketing or other disruptive activity by the Union that will economically and/or materially affect the completion of the Covered Project, the Union will promptly make good faith efforts to cease such Covered Project work disruption.

4.3 The Union shall not be liable for independent acts of employees for whom it has no responsibility. The principal officer or officers of a Union will immediately instruct, order and use their best efforts of their office to cause the employees they represent to cease any violations of this Article. A Union complying with this obligation within two (2) business days of its knowledge of or receipt of notice of such independent acts of employees shall not be liable for unauthorized acts of employees it represents. The failure of the Contractor to exercise its right in any instance shall not be deemed a waiver of its right in any other instance.

4.4 If a MLA, local, regional, and other applicable labor agreements expire during the term of this Agreement, it is specifically agreed that there shall be no strike, sympathy strike, picketing, lockout, slowdown, withholding of work, refusal to work, walk-off, sick-out, sit-down, stand-in, wobble, boycott or other work stoppage, disruption, advising of the public that a labor dispute exists, or other impairment of any kind as a result of the expiration of any local, regional or other applicable labor agreement having application at any Covered Project and/or failure of the parties to that agreement to reach a new contract. Otherwise to the extent that such a local, regional, or other applicable labor agreement does expire and the parties to that agreement have failed to reach agreement on a new contract, work will continue on the Covered Project on one of the

following two bases, both of which will be offered by the Unions involved to the Contractors affected:

4.4.1 Each of the Unions with a contract expiring must offer to continue working on the Covered Project under interim agreements that retain all the terms of the expiring contract, except that the Unions involved in such expiring contracts may each propose wage rates and employer contribution rates to employee benefit funds different from what those wage rates and employer contributions rates were under the expiring contracts. The terms of the Union's interim agreement offered to Contractors will be no less favorable to the Contractor than the terms offered by the Union to any other employer or group of employers covering the same type of construction work in the County.

4.4.2 Each of the Unions with a contract expiring must offer to continue working on the Covered Project under all the terms of the expiring contract, including the wage rates and employer contribution rates to the employee benefit funds if the Contractors affected by that contract agree to the following retroactivity provisions: if a new MLA for the Union having jurisdiction at the Covered Project is ratified and if such new MLA provides for retroactive wage or fringe benefit contribution increases, then each affected Contractor shall pay to its employees (and the respective trust funds for hours worked by employees) who performed work covered by the Agreement at the Covered Project during the hiatus between the effective dates of such labor agreements, an amount equal to any such retroactive wage increase established by such new labor agreement, retroactive to whatever date is provided by the new local, regional or other applicable agreement for such increase to go into effect, for each employee's hours worked on the Covered Project during the retroactive period. All Parties agree that such affected Contractor shall be solely responsible for any retroactive payment to its employees and that neither the County nor any other Contractor has any obligation, responsibility or liability whatsoever for any such retroactive payments or collection of any such retroactive payments, from any such Contractor.

4.4.3 Some Contractors may elect to continue to work on the Covered Project under the terms of the interim agreement option offered under 4.4.1 above and other Contractors may elect to continue to work on the Covered Project under the retroactivity option offered under 4.4.2 above. To decide between the two options, Contractors will be given one (1) week after the particular MLA has expired or one (1) week after the Union has personally delivered to the Contractor in writing its specific offer of terms of the interim agreement pursuant to 4.4.1 above, whichever is the later date. If the Contractor fails to timely select one of the two options, the Contractor shall be deemed to have selected the option of 4.4.2.

4.5 Expedited arbitration will be utilized for all grievances alleging violations of this Article. In lieu of or in addition to any other action at law or equity, any Party, including the County, prime Contractor, and the Project Labor Coordinator, may institute the following procedure when a breach or violation of this Article is alleged to have occurred:

4.5.1 If the County or Contractor contends that any Union has violated this Article, it will serve written notification upon the Business Manager of the Union(s) involved, advising her or him of the fact, with copies of such notice to the prime Contractor, and the Project Labor Coordinator. The Business Manager(s) will immediately instruct, order and use the best efforts of her or his office to cause any violation of this Article to cease.

4.5.2 If the County or Union contends that any Contractor has violated this Article, it will notify the Contractor, prime Contractor, and the Project Labor Coordinator, setting forth the facts which the Union contends violates this Article, at least twenty-four (24) hours prior to invoking the expedited arbitration procedures contained in this Article. It is agreed by the Parties that the term "lockout" for purposes of this Agreement does not include discharge, termination or layoff of employees by the Contractor in the normal course of its business, nor does it include the Contractor's decision to terminate or suspend work on the Covered Project or any portion thereof for operational or special circumstances.

4.5.3 The Party invoking this procedure shall notify the Project Labor Coordinator to select the permanent arbitrator next in sequence from the following list:

1. Tom Pagan
2. Najeeb Khoury
3. Sara Adler
4. Chris Cammeron
5. Fred Horowitz

The parties agree these shall be the five (5) permanent arbitrators under this procedure. Expenses incurred in arbitration shall be borne equally by the Union and the Contractor involved and the decision of the arbitrator shall be final and binding on both the disputing parties, provided, however, that the arbitrator shall not have the authority to alter or amend or add to or delete from the provisions of this Agreement in any way. Notice to the arbitrator shall be by the most expeditious means available, including by telephone and by facsimile or email to the Party alleged to be in violation, to the Council, to the Project Labor Coordinator, and to the involved Union if a Union is alleged to be in violation.

4.5.4 Upon receipt of said notice, the arbitrator shall convene a hearing within twenty-four (24) hours if it is contended that the violation still exists. The arbitrator, with assistance from the Project Labor Coordinator, shall notify the disputing parties by telephone and by facsimile or email of the place and time for the hearing. Notice shall be given to the individual Union(s) and Contractor(s) alleged to be involved and to the Council. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed twenty-four (24) hours unless otherwise agreed upon by all disputing parties. A failure of any disputing party to attend said hearings shall not delay the hearing of evidence or the issuance of any decision by the arbitrator. The sole issue

at the hearing shall be whether or not a violation of Section 4.1 or 4.2 of this Article has in fact occurred. The arbitrator shall have no authority to consider any matter of justification, explanation or mitigation of such violation. The decision shall be issued in writing within three (3) hours after the close of the hearing and may be issued without a written opinion. If any disputing party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with or enforcement of the decision.

4.5.5 The arbitrator may order cessation of the violation of this Article and other appropriate relief and such decision shall be served on all disputing parties and on the Project Labor Coordinator by hand or registered mail upon issuance. If the arbitrator determines that a violation of this Article has occurred, the respondent Unions(s) shall, within eight (8) hours of receipt of the award, direct all the employees they represent on the Covered Project to immediately return to work. If the craft(s) involved does not return to work by the beginning of the next regularly scheduled shift following such eight (8) hour period after receipt of the arbitrator's award, and the respondent Union(s) have not complied with their obligation to immediately instruct, order, and use their best efforts to cause a cessation of the violation and return of the employees they represent to work, then the respondent Union(s) shall each pay a sum as liquidated damages to the affected contractor, and each shall pay an additional sum per shift for each shift thereafter on which the craft(s) has not returned to work. Similarly, if the arbitrator determines that a lock-out has occurred, the respondent Contractor(s) shall, within eight (8) hours of receipt of the award, return all the affected employees to work on the Project, or otherwise correct the violation as found by the arbitrator. If the respondent Contractor(s) do not take such action by the beginning of the next regularly scheduled shift following the eight (8) hour period, each respondent Contractor shall pay a sum as liquidated damages to the affected Union(s) (to be apportioned among the affected employees and the benefit funds to which contributions are made on their behalf, as appropriate and designated by the arbitrator) and each shall pay an additional sum per shift for each shift thereafter in which compliance by the respondent Contractor(s) has not been completed. The arbitrator shall retain jurisdiction to determine compliance with this Section and to establish the appropriate sum of liquidated damages, which shall not be less than ten thousand dollars ($10,000) per shift, nor more than twenty-five thousand dollars ($25,000) per shift.

4.5.6 Such decision may be enforced by any Court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other disputing party and to the Project Labor Coordinator. The Project Labor Coordinator shall not be named as a party or real party in interest in any such action. In the proceeding to obtain a temporary order enforcing the arbitrator's decision as issued under this Article, all Parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the arbitrator's

decision shall be served on all disputing parties and on the Project Labor Coordinator by hand or delivered by registered mail.

4.5.7 Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance therewith are hereby waived by the disputing parties to whom they accrue.

4.5.8 The fees and expenses incurred in arbitration shall be divided equally by the disputing parties to the arbitration, including Union(s) and the Contractor(s) involved.

4.6 The procedures contained in this Article shall be applicable to alleged violations of Article 4 to the extent any conduct described in Section 4.1 or 4.2 occurs on the Covered Project. Disputes alleging violation of any other provision of this Agreement, including any underlying disputes alleged to be in justification, explanation, or mitigation of any violation of Section 4.1 or Article 4 shall be resolved under the applicable grievance adjudication procedures for these other Articles.

4.7 Notwithstanding any provision of this Agreement to the contrary, it shall not be a violation of this Agreement for any Union to withhold the services of its members (but not the right to picket) from a particular Contractor who:

4.7.1 fails to timely pay its weekly payroll; or

4.7.2 fails to make timely payments to the Union's Joint Labor/Management Trust Funds in accordance with the provisions of this Agreement.

4.7.3 Prior to withholding its members' services for the Contractor's failure to meet its weekly payroll, the Union shall give at least five (5) calendar days written notice of such failure to pay by registered or certified mail, return receipt requested, and by facsimile or email transmission to the involved Contractor, prime Contractor and Project Labor Coordinator. The Union will offer to meet within a three (3) working day period, after the written notice of such failure to pay was sent, to attempt to resolve the dispute with the applicable Contractor's prime Contractor, and the Project Labor Coordinator. Upon the payment of the delinquent Contractor of all monies due and then owing for wages, the Union shall direct its members to return to work and the Contractor shall return all such members back to work.

4.7.4 Prior to withholding its members' services for the Contractor's failure to make timely payments to the Union's Labor/Management Trust Funds, the Union shall give at least thirty (30) calendar days written notice of such failure to pay by registered or certified mail, return receipt requested, and by facsimile or email transmission to the involved Contractor, the prime Contractor, and Project Labor Coordinator. The Union, Contractor, prime Contractor and Project Labor Coordinator will meet within ten (10) calendar days following receipt of the written

notice to attempt to resolve the dispute. Upon payment by the delinquent Contractor of all monies due and then owing for wages and/or fringe benefit contributions, the Union shall direct its members to return to work and the Contractor shall return all such members back to work.

ARTICLE 5 NO DISCRIMINATION OR HARASSMENT

5.1 This Article is intended to preserve the dignity and professionalism of the workplace and construction site as well as protect the right of employees to be free from discrimination, unlawful harassment, retaliation, and inappropriate conduct toward others based on a protected status. Discrimination, unlawful harassment, retaliation, and inappropriate conduct toward others based on a protected status, are contrary to the values of the County, Contractors and the Unions. The County, Contractors and the Unions will not tolerate unlawful discrimination on the basis of sex, race, color, ancestry, religion, national origin, ethnicity, age, disability, sexual orientation, marital status, medical condition, political affiliation or any other protected characteristic protected by state or federal employment law, nor will it tolerate unlawful harassment or retaliation. All Contractors and employees are responsible for conducting themselves in accordance with this Article. Any employee proven to be in violation of this Article is subject to immediate removal from the workplace and construction site.

5.2 The Parties agree not to engage in any form of unlawful discrimination or harassment of any kind on the grounds of, or because of, race, religion, national origin, ancestry, sex, sexual orientation, age, physical disability, marital status, medical condition, political affiliation, or membership in a labor organization in hiring and dispatching workers for the Covered Project.

5.3 Any employee covered by this Agreement which believes that she, he, or they, has been discriminated against or harassed, in violation of section 5.1 above, shall be referred to the appropriate state and/or federal agency for the resolution of such dispute.

ARTICLE 6 UNION SECURITY

6.1 The Contractors recognize the Unions as the sole and exclusive bargaining representatives of all craft employees working within the scope of this Agreement.

6.2 Employees are not required to become or remain Union members or pay Union dues or fees as a condition of performing work on a Covered Project. However, Contractors shall make and transmit all deductions for Union dues, fees, and assessments that have been authorized by employees in writing in accordance with the applicable MLA. Nothing in this Section 6.2 is intended to supersede independent requirements of the applicable MLA as to those Contractors otherwise signatory to such MLAs and as to the employees of those Contractors who are performing work on Covered Projects.

ARTICLE 7 REFERRAL

7.1 The Contractors recognize the Unions as the primary source of all craft labor employed on the Construction Contract for the Covered Projects. For Unions now having a job referral system contained in a MLA, the Contractor agrees to comply with such system, and it shall be used exclusively by such Contractor, except as modified by this Agreement. Such job referral system will be operated in a nondiscriminatory manner and in full compliance with federal, state, and local laws and regulations which require equal employment opportunities and non-discrimination. All of the foregoing hiring procedures, including related practices affecting apprenticeship, shall be operated so as to consider the policies and requirements of the County to encourage employment of Local Residents and Targeted Workers and utilization of LSBE, DVBE and SE's on the Project, and to facilitate the ability of all Contractors to meet their employment needs.

7.2 The Contractor shall have the right to determine the competency of all employees, including the determination that prospective employees meet the qualifications established by the County for employment, the number of employees required, the duties of such employees within their craft jurisdiction, and shall have the sole responsibility for selecting employees to be laid off, all of which shall not be inconsistent with this Agreement and the applicable MLA. The Contractor shall also have the right to reject any applicant referred by a Union, subject to the required payment of show-up pay, for any non-discriminatory reason; provided further that such right is exercised in good faith and not for the purpose of avoiding the Contractor's commitment to employ qualified workers through the procedures endorsed in this Agreement.

7.3 The Unions will exert and document their efforts to recruit and refer a sufficient number of skilled craft workers to fulfill the labor requirements of the Contractor, including specific employment obligations to which the Contractor may be legally and/or contractually obligated; and to refer apprentices as requested to develop a larger, skilled workforce. The Unions will work with their affiliated regional and national unions, and jointly with the Contractor, to identify and refer competent craftpersons as needed for work on Covered Projects, and to identify individuals, particularly Local Residents and Targeted Workers, for entrance into Apprenticeship Programs, or participation in pre-apprenticeship programs agreed to by the County and Council and procedures to assist individuals with qualifying and becoming eligible for such Apprenticeship Programs, all maintained to increase the available supply of skilled craft personnel for Covered Projects. The Union shall not knowingly refer an employee currently employed by a Contractor on Project Work to any other Contractor.

7.4 In recognition of the County's commitment to serve the community and the fact that the community in which the Covered Projects are located will be impacted by the construction activities, the Parties agree to support the development and employment of increased numbers of construction workers from among the Local Residents and Targeted Workers of the County. With the assistance of the Unions as specified in Section 7.5, the Contractor is responsible for ensuring compliance with the LTWHP.

7.5 The Unions agree that, to the maximum extent allowed by law, and as long as they possess the requisite skills and qualifications, the Unions shall follow the referral and recruitment procedures required by this Agreement to provide a sufficient number of skilled craft Local

Residents, Targeted Workers, Apprentices, and Skilled Journeypersons, as requested by the Contractors, to fulfill the requirements of the Contractors. Towards that end, the Unions agree that upon receiving a completed Craft Employee Request Form from a Contractor, the Unions shall follow the procedures required by this Agreement to provide referrals and utilization of qualified workers as follows:

7.5.1 First, qualified Tier 1 Local Residents and Targeted Workers requested by the Craft Employee Request Form.

7.5.2 If the Unions cannot provide the Contractors with a sufficient number of qualified Tier 1 Local Residents and Targeted Workers, then the Union shall certify to the Project Labor Coordinator in the manner specified on the Craft Employee Request Form that all reasonable efforts to recruit Tier 1 Local Residents have been exhausted. Thereafter, the Unions shall recruit and identify for referral qualified Tier 2 Local Residents and Targeted Workers sufficient to meet the number of Local Residents and Targeted Workers requested by the Craft Employee Request Form.

7.5.3 If the Unions still have not provided the Contractors with the attainment of a sufficient number of qualified Local Residents and Targeted Workers from their efforts in compliance with Sections 7.5.1 and 7.5.2, the Contractors and the Unions shall follow the procedures in Section 7.11. The Council will work with Apprenticeship Programs, the affected Contractor(s), and the Jobs Coordinator to indenture a sufficient additional number of qualified Local Residents and Targeted Workers as new Apprentices and/or Skilled Journeymen in accordance with this Agreement. In such cases, if the initiation and enrollment fees present a barrier to a potential Local Resident or Targeted Worker, then the Council and the Unions, along with the Project Labor Coordinator and the Jobs Coordinator, will assist in working with Department of Economic Opportunity, or any such successor agency, and other similar organizations to secure such funds.

7.5.4 Professional services agreements entered into by the County for covered surveying or inspection services, which are separate and apart from the Construction Contract for a Covered Project, do not include the LTWHP requirements, and therefore are not subject to the hiring and referral goals set forth in the LTWHP.

7.6 To facilitate the dispatch of Local Residents, Targeted Workers, Apprentices and Skilled Journeypersons, all Contractors will be required to utilize the Craft Employee Request Form whenever they are requesting the referral of any employee from a Union referral list for any Covered Project. When Local Residents and Targeted Workers are requested by the Contractors, the Unions will refer such workers regardless of their place on the Unions' hiring halls' list and normal referral procedures. The Contractors and Unions agree to maintain copies of all Craft Employee Request Forms used on the Covered Projects submitted or received including transmission verification reports that are date/time imprinted, until the Contractor's work on the project is complete. The Unions also agree to provide to the Project Labor Coordinator copies of any Craft Employee Request Forms wherein the Union has certified that all reasonable efforts to

recruit Local Residents and Targeted Workers have been exhausted. The Contractor shall copy the Project Labor Coordinator on all Craft Employee Request Forms at the time they are sent to the Union.

7.7 Each Contractor and Union must document all efforts made to comply with the hiring process to locate, dispatch, and hire Local Residents and Targeted Workers.

7.8 Local Residents and Targeted Workers may be referred to the Unions from the Project Labor Coordinator, Contractor, or Jobs Coordinator. For any applicant referred by the Project Labor Coordinator, Contractor, or the Jobs Coordinator to qualify as a Targeted Worker, the Jobs Coordinators shall first verify the presence of the Targeted Worker criteria defined by the LTWHP prior to referral to the Unions. The Project Labor Coordinator may ask the Jobs Coordinator to upload into an electronic system of the County's choice, the verification of an employee's Targeted Workers status.

7.9 Each Contractor performing work on a Covered Project that was procured by the County through an alternative project delivery methodology, is required to utilize a skilled and trained workforce, as defined in California Public Contract Code section 2602. The Parties shall utilize the grievance procedures set forth in Article 11 of this PLA to resolve any disputes regarding skilled and trained workforce requirements. To the maximum extent permissible under state law and regulation, including, but not limited to, California Public Contract Code §§ 22164(c)(2), 20146(c)(1), and 20155.4(b)(3), Contractors and County shall be relieved of reporting and enforcement obligations and systems described in California Public Contract Code sections 2602 and 2603, and Contractors' requirement to utilize a skilled and trained workforce shall instead be monitored and enforced by Parties through provisions of this Agreement.

7.10 Core Workforce

7.10.1 The parties recognize the County's interest in promoting competition and inclusion of Local Small Business Enterprises (LSBE), Disabled Veteran Business Enterprises (DVBE) and Social Enterprises (SE), which may not be signatory to a current MLA. In order to promote participation and attract certified LSBEs/DVBEs/SEs to work under this Agreement, and subject to the limitations set forth below, each Contractor that has been certified as an LSBE, DBVE or SE with twenty-five (25) or fewer employees at the time they are awarded a Covered Contract, may first employ three (3) of its core employees prior to employing an employee through the appropriate Union hiring hall. The next (fourth) employee shall be hired from the appropriate Union hiring hall and thereafter, such Contractor may employ, as needed, two (2) additional Core Employees in an alternating manner with Union referrals, up to a total of five (5) Core Employees. Thereafter, all additional employees in the affected trade or craft shall be requested and referred from the appropriate Union hiring hall. Notwithstanding the foregoing, Contractors must comply with the State of California Labor Code requirements for the utilization of Apprentices on Covered Work.

7.10.2 Contractors who are not certified as LSBE, DVBE or SE, and who are not otherwise signatory to a current MLA, may employ, as needed, first, a Core Employee, then an employee through a referral from the appropriate Union hiring hall, then a second Core Employee, then a second employee through the referral system, and so on until a maximum of five (5) Core Employees are employed, thereafter, all additional employees in the affected trade or craft shall be requested and referred from the appropriate Union hiring hall in accordance with this Article.

7.10.3 During any layoff or reduction in workforce, Contractors shall layoff employees in an order and manner consistent with the Core Employee hiring procedures and maintain the required Core Employee-to-Union referral ratios required by this Section for the duration of each Covered Project.

7.10.4 Section 7.10 only applies to Contractors who are not directly signatory to a current MLA for the craft worker in its employ and is not intended to limit the transfer provisions of the MLA of any trade. As part of this process, and in order to facilitate the Agreement's administration procedures, as well as appropriate fringe benefit fund coverage, all Contractors shall require their Core Employees and any other persons employed other than through the referral process, to register with the appropriate Union hiring hall, if any, prior to their first day of employment working under the Construction Contract at the project site.

7.10.5 Prior to each Contractor performing any work on a Covered Project, each Contractor shall provide a list of its Core Employees to the Project Labor Coordinator and the Council. Failure to do so will prohibit the Contractor from using any Core Employees for thirty (30) calendar days after the list is provided. Upon request by any Party to this Agreement, the Contractor hiring any Core Employee shall provide satisfactory proof (i.e., payroll records, quarterly tax records, and such other documentation) evidencing the Core Employee's qualification as a Core Employee to the Project Labor Coordinator and the Council.

7.11 In the event that the referral facilities maintained by the Unions are unable to fill the requisition of a Contractor for a craft's classifications requested by any Contractor within forty-eight (48) hours (excluding Saturdays, Sundays, and holidays) after having provided a fully completed Craft Employee Request Form to the Union, that Contractor may use employment sources other than the union registration and referral services, and may employ any qualified applicants, within the craft classification requested, meeting such standards from any other available source. The Contractor shall inform the Union of any applicants hired from such other sources within forty-eight (48) hours of such applicant being hired, and such applicants shall immediately register with the appropriate Union in accordance with Section 7.10.4 of this Agreement.

7.11.1 In the event that a Contractor, which has not then currently met its hiring goals for Local Residents and/or Targeted Workers, requests one or more Local Residents or Targeted Workers from the Union hiring hall in accordance with Section 7.5, and the Union is unable to fill such request for a Local Resident or a Targeted Worker within a forty-eight (48) hour period after such requisition is made

by the Contractor (Saturday, Sundays and holidays excepted), the Employer shall have five (5) working days to obtain the requested number of Local Residents or Targeted Workers, as requested in the Craft Employee Request Form, from another source. If the Contractor is unable to hire the requested number of Local Residents or Targeted Workers within such five (5) working days from such other source, Contractor shall hire the remaining unfulfilled number of employees from the Union hiring hall. The Employer shall inform the Union of any applicants hired from such other sources within 48 hours of such applicant being hired, and such applicants shall immediately register with the appropriate hiring hall, if any, in accordance with Section 7.10.4 of this Agreement.

7.12 Helmets to Hardhats:

7.12.1 The Parties recognize a desire to facilitate the entry into the building and construction trades of veterans, including female veterans, who are interested in careers in the building and construction trades industry. The Contractors and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" Program to serve as a resource for preliminary orientation, assessment of the construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the Parties.

7.12.2 The Unions and Contractors agree to coordinate with the Center to reach out to veterans, including women, interested in entering into a construction career.

7.12.3 The Unions will assist in providing relevant records and Contractors agree to maintain records of all efforts to assist Helmets to Hardhats employment candidates gain employment on the Covered Project(s). Such records shall include, but not be limited to, documentation of the number of Helmets to Hardhats employment candidates contacted and/or employed and/or indentured into an apprenticeship program or referred to a Union for assessment, including the number of such female candidates. Such records must be submitted to the Project Labor Coordinator, if requested by the County.

7.12.4 Any Helmets to Hardhats employment candidate for work on Covered Projects may be given credit by the Union for any provable past experience and training.

ARTICLE 8 WAGES AND BENEFITS

8.1 All employees covered by this Agreement shall be classified in accordance with work performed and paid by the Contractor at the hourly wage and benefit rates for those classifications in compliance with the Current Prevailing Wage Determination. Notwithstanding any other provision in this Agreement, Contractors directly signatory to one or more of the MLAs

are required to pay all of the wages set forth in those MLAs, provided those wages are not less than the applicable Current Prevailing Wage Determination.

8.2 All employees covered by this Agreement may be paid by check, paid no later than the end of the work shift each Friday. No more than five (5) days' wages may be withheld in any pay period. Any employee who is discharged or laid off shall be entitled to receive all accrued wages immediately upon discharge or layoff.

8.3 Contractors shall pay contributions to the established employee benefit funds on behalf of all employees performing covered work in the amounts designated in the appropriate MLA and make all employee authorized deductions in the amounts designated in the appropriate MLA; provided, that such contributions shall not exceed the contribution amount set forth in the Current Prevailing Wage Determination. Notwithstanding any other provision in this Agreement, Contractors directly signatory to one or more of the MLAs are required to pay all of the benefits set forth in those MLAs, provided those benefit contributions are not less than the applicable Current Prevailing Wage Determination.

8.4 Pursuant to and as limited by the Subscription Agreement (or for Contractors signatory to a MLA), the Contractor adopts and agrees to be bound by the written terms of the applicable, legally established, trust agreement(s) specifying the detailed basis on which payments are to be made into, and benefits paid out of, such trust funds for its employees. The Contractor authorizes the Parties to such trust funds to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor. Nevertheless, the Contractor's obligation to the trust fund(s) is limited to the work within the scope of the Construction Contract.

8.5 Each Contractor is required to certify under penalty of perjury to the Project Labor Coordinator that it has paid all benefit contributions due and owing to the appropriate Trust(s) prior to the receipt of its final payment and/or retention. The Project Labor Coordinator shall work with any Contractor who is delinquent in payments to assure that proper benefit contributions are made, to the extent of requesting the County or the prime Contractor to withhold payments otherwise due such Contractor, until such contributions have been made or otherwise guaranteed.

ARTICLE 9 HOURS OF WORK, OVERTIME, SHIFTS AND HOLIDAYS

9.1 Hours of Work. Eight (8) hours per day between the hours of 6:00 a.m. and 5:30 p.m., plus one-half (1/2) hour unpaid lunch approximately mid-way through the shift, shall constitute the standard workday. Forty (40) hours per week shall constitute a regular week's work. The work week will start on Sunday and conclude on Saturday. The foregoing provisions of this Article are applicable unless otherwise provided in the Current Prevailing Wage Determination, or unless changes are permitted by law, and such are agreed upon by the Parties. Nothing herein shall be construed as guaranteeing any employee eight (8) hours per day or forty (40) hours per week, or a Monday through Friday standard work schedule.

9.2 Place of Work. Employees shall be at their place of work (as designated by the Contractor), at the starting time and shall remain at their place of work, performing their assigned functions, until quitting time. The place of work is defined as the gang or toolbox or equipment at

the employee's assigned work location or the place where the foreman gives instructions. The Parties reaffirm their policy of a fair day's work for a fair day's wage. There shall be no pay for time not worked, unless otherwise provided in this Agreement or under law, unless the employee is otherwise engaged at the direction of the Contractor.

9.3 Overtime. Overtime shall be paid in accordance with the requirements of the Current Prevailing Wage Determination. There shall be no restriction on the Contractor's scheduling of overtime or the nondiscriminatory designation of employees who will work overtime. There shall be no pyramiding of overtime (payment of more than one form of overtime compensation for the same hour) under any circumstances.

9.4 Shifts and Alternate Work Schedules.

9.4.1 Alternate starting and quitting time and/or shift work may be performed at the option of the Contractor upon three (3) days' prior notice to the affected Union(s) unless a shorter notice period is provided for in the applicable MLA and shall continue for a period of not less than five (5) working days. Saturdays and Sundays, if worked, may be used for establishing the five (5) day minimum work shift. If two shifts are worked, each shall consist of eight (8) hours of continuous work exclusive of a one-half (1/2) hour non-paid lunch period, for eight (8) hours pay. The first shift starting between 6:00 a.m. and 8:00 a.m., is designated as the first shift, with the second shift following eight (8) hours later.

9.4.2 Additional pay or differentials based upon the shift or work schedule of the employees shall only be paid by the Contractor if required by the Current Prevailing Wage Determination.

9.4.3 To the extent permitted by state and federal law, the Contractor may, upon five (5) days' notice to appropriate Union(s), establish a work week of four (4) consecutive ten (10) work hours days (exclusive of the one-half (1/2) hour unpaid lunch approximately halfway through the shift). Such work week should consist of the same four (4) days each week, with the fifth day available as a make-up day if needed.

9.4.4 Because of operational necessities, the second shift may, at the County's direction, be scheduled without the preceding shift having been worked. It is recognized that the County's operations and/or mitigation obligations may require restructuring of normal work schedules. Except in an emergency or when specified in the County's bid specification, the Contractor shall give the affected Union(s) at least three (3) days' notice of such schedule changes.

9.5 Holidays. Recognized holidays on the Covered Projects shall be those set forth and governed by the Current Prevailing Wage Determination.

9.6 Show-up Pay.

9.6.1 Unless the Current Prevailing Wage Determination requires a higher amount, employees reporting for work and for whom no work is provided, except

when given prior notification not to report to work, shall receive two (2) hours pay at their regular straight time hourly rate; while employees who are directed to start work shall receive four (4) hours of pay at the regular straight time hourly rate. Employees who work beyond four (4) hours shall be paid for actual hours worked. Whenever reporting pay is provided for employees, they will be required to remain at the project site and available for work for such time as they receive pay, unless released earlier by the Contractor. Each employee shall furnish the Contractor with his current address and telephone number and shall promptly report any changes to the Contractor.

9.6.2 An employee called out to work outside of his shift shall receive a minimum of two (2) hours pay at the appropriate rate, except as otherwise required by the Current Prevailing Wage Determination. This does not apply to time worked as an extension of (before or after) the employee's normal shift.

9.6.3 When an employee leaves the job or work location of his own volition or is discharged for cause or is not working as a result of the Contractor's invocation of Article 16, the employee shall only be paid for actual time worked.

9.7 Brassing. The Contractor may utilize "brassing" (or similar system) to check employees in and out. Each employee must check himself in and out. The Contractor will provide adequate facilities for checking in and out in an expeditious manner.

9.8 Meal Periods. The Contractor will schedule a meal period of no more than one-half (1/2) hour duration at the work location at approximately the mid-point of the scheduled shift; provided, however, that the Contractor may, for efficiency of the operation, establish a schedule which coordinates the meal periods of two (2) or more crafts. An employee may be required to work through his meal period because of an emergency or a threat to life or property, or for such other reasons as are in the applicable MLA, and if he is so required, he shall be compensated in accordance with state law, unless the Contractor is directly signatory to one or more MLA, in which case the provisions of such MLA will apply.

9.9 Make-up Days. To the extent permitted by the Current Prevailing Wage Determination, when an employee has been prevented from working for reasons beyond the control of the Contractor, including, but not limited to inclement weather or other natural causes, during the regularly scheduled work week, a make-up day may be worked on a non-regularly scheduled work day for which an employee shall receive eight (8) hours pay at the straight time rate of pay or any premium rate required for such hours under the prevailing wage law.

9.10 If the Current Prevailing Wage Determination is in conflict with the applicable prevailing wage determination under state law, then the Contractor shall ensure compliance with state law and this Agreement by implementing the terms and conditions of each determination that is most favorable to the Contractor's employees.

ARTICLE 10 COMPLIANCE

10.1 The County shall designate a Project Labor Coordinator, either from its own staff or an independent entity acting on behalf of the County, to monitor compliance with this Agreement. The Council shall actively assist the Project Labor Coordinator and the County in developing, implementing and administering the programs referenced in this Agreement, all of which are critical to fulfilling the intent and purposes of the Parties and this Agreement; and to otherwise implement and administer this Agreement.

10.2 All Contractors, Unions, and employees shall comply with all applicable federal, state and County laws, ordinances, and regulations, including, but not limited to, those relating to safety and health, vaccination reporting, employment, and applications for employment. All employees shall comply with the health and safety regulations and policies established by the state and the County and the Contractors. Employees must promptly report any injuries or accidents to a supervisor.

10.3 It shall be the responsibility of the Contractors and the Unions to comply with the provisions of this Agreement.

10.4 The Project Labor Coordinator shall be responsible for oversight in monitoring the compliance of all Contractors with all applicable prevailing wage laws and regulations to the extent required by law. All complaints regarding potential prevailing wage violations may be referred to the Project Labor Coordinator for processing, investigation and resolution, and if not resolved within thirty (30) calendar days of taking cognizance of the potential violation or complaint, the matter may be referred to the State Labor Commissioner by any Party or form the basis for a grievance under Article 11 of this Agreement.

10.5 If the County opts to implement an online certified payroll system for a Covered Project, the Contractors agree to use the County-required online certified payroll system for the submission of certified payroll records and any other documents required by the County or Project Labor Coordinator related to labor compliance and compliance with this Agreement.

ARTICLE 11 DISPUTE RESOLUTION PROCEDURE

11.1 This Agreement is intended to provide close cooperation between management and labor. Each of the Unions will assign a representative to the Covered Projects for the purpose of completing the construction of the Covered Projects economically, efficiently, continuously, and without interruptions, delays, or work stoppages.

11.2 The Contractors, Unions, and the employees, collectively and individually, realize the importance to all Parties to maintain continuous and uninterrupted performance of the work of the Covered Projects, and agree to resolve disputes in accordance with the grievance-arbitration provisions set forth in this Article.

11.3 Any question or dispute by or between a Contractor, employee and/or a Union and arising out of and during the term of this Agreement, other than disputes arising under Article 4 (Work Stoppages and Lockouts), Article 5 (No Discrimination or Harassment) or Article 13

(Jurisdictional Disputes) shall be considered a grievance and subject to resolution under the following steps:

Step 1: Should a Union, employee or any Contractor have a dispute with another party or parties, and if after conferring within five (5) working days after the disputing party knew or should have known of the facts or occurrence giving rise to the dispute, a settlement is not reached within five (5) working days, the dispute shall be reduced to writing and processed to Step 2.

Step 2: In the event that the representatives are unable to resolve the dispute at the Step 1 meeting, the grieving party shall, within five (5) working days after the Step 1 meeting, notify the responding party and the Project Labor Coordinator of a request to discuss the grievance. The business manager of the Union (or his/her designee) shall meet with the respective jobsite representative of the Contractor and the Project Labor Coordinator within ten (10) working days (or such longer time as all of the parties may mutually agree) after receipt of the request to discuss the grievance. If the grievance is not resolved at the Step 2 meeting, the grievance may be submitted to final and binding arbitration as described in Step 3.

Step 3: In the event a dispute cannot be satisfactorily resolved within the time limits established above in Step 2, either party may submit the dispute to arbitration by written notice to the Project Labor Coordinator and other party within ten (10) working days (or such longer time as mutually agreed) of the date on which the parties met at Step 2. An arbitrator shall be selected by the Project Labor Coordinator in sequential order from the listing of permanent arbitrators specified in Section 4.5.3, above. The arbitrator's decision shall be final and binding upon the parties. The arbitrator shall not have the authority to alter, amend, add to, or delete from the provisions of this Agreement in any way. The failure of any party to attend said hearing shall not delay the hearing of evidence or the issuance of any decision by the arbitrator. Should any party seek confirmation of the award made by the arbitrator, the prevailing party shall be entitled to receive its reasonable attorney fees and costs.

11.4 Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed upon. The arbitrator shall have the authority to make decisions only on issues presented and shall not have the authority to change, amend, add to or detract from any of the provisions of this Agreement.

11.5 The Project Labor Coordinator shall be notified of all actions at Step 2 or higher by the grieving party and shall, upon the Project Labor Coordinator's request, be permitted to participate in all grievance meetings.

11.6 The time limits specified in any step of this dispute resolution procedure may be extended by written mutual agreement of the parties initiated by the written request of one party to the other, at the appropriate step of the dispute procedure. However, failure to process a dispute

within the time limits provided above, without a request for an extension of time, shall be deemed a waiver of such dispute without prejudice, or without precedent to the processing and/or resolution of like or similar disputes.

11.7 In order to encourage the resolution of disputes at Steps 1 and 2 of this dispute resolution procedure, the Parties agree that any settlements made during such steps, shall not be precedent setting.

11.8 The fees and expenses incurred by the arbitrator, as well as those jointly utilized by the parties (i.e., conference room, court reporter, etc.) in arbitration, shall be divided equally by the parties to the arbitration, including the Union(s) and Contractor(s) involved, however in no circumstance will the Project Labor Coordinator or the County be assigned or assessed any such fees and expenses.

ARTICLE 12 LABOR/MANAGEMENT COLLABORATION

The Parties will conduct periodic labor/management cooperation meetings, which will be chaired jointly by a designee of the County and a designee of the Council. The co-chairs shall determine the frequency and scheduling of the meetings with the assistance of the Project Labor Coordinator. The purpose of the meetings shall be to update the Parties about the progress and schedule of Covered Projects, promote harmonious and stable labor management relations, ensure effective and constructive communication between labor and management Parties, advance the proficiency of work in the industry, and to evaluate and ensure an adequate supply of skilled labor for all Covered Projects. The County shall convey information detailing the outcomes of the LTWHP goals and progress of Article 19 implementation. All Parties will be invited to attend the labor/management cooperation meetings. Substantive grievances or disputes shall not be reviewed or discussed by this Committee, but instead shall be processed pursuant to the provisions of the applicable dispute resolution procedures of this Agreement.

ARTICLE 13 JURISDICTIONAL DISPUTES

13.1 The assignment of work will be solely the responsibility of the Contractor performing the work involved and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry ("the Plan") or any successor Plan.

13.2 All jurisdictional disputes on Covered Projects between or among the building and construction trades Unions and the Contractors party to this Agreement, shall be settled and adjusted according to the present Plan established by North America's Building Trades Unions (NABTU) or any other plan or method of procedure that may be adopted in the future by NABTU. Decisions rendered shall be final, binding, and conclusive on the Contractors and Unions party to this Agreement.

13.3 If a dispute arising under this Article involves the Southwest Mountain States Regional Council of Carpenters or any of its subordinate bodies, an arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Robert Hirsch, and Thomas Pagan, and the Arbitrator's hearing on the dispute shall be held at the

offices of the Council within fourteen (14) days of the selection of the arbitrator. All other procedures shall be as specified in the Plan.

13.4 All Jurisdictional Disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

ARTICLE 14 APPRENTICES

14.1 Importance of Training. The Parties recognize the need to maintain continuing support of the programs designed to develop adequate numbers of competent workers in the construction industry, the obligation to capitalize on the availability of the local workforce in the area served by the County, and the opportunities to provide continuing work during the construction of the Covered Projects. To these ends, the Parties will facilitate, encourage, and assist Local Residents and Targeted Workers to commence and progress in Apprenticeship Programs and/or other training programs in the construction industry leading to participation in Apprenticeship Programs. In accordance with Article 19, the County, the Project Labor Coordinator, and the Council, will work cooperatively to identify, or establish and maintain, effective programs and procedures for persons interested in entering the construction industry and which will help prepare them for entry into Apprenticeship Programs.

14.2 Use of Apprentices.

14.2.1 The Unions agree to cooperate with the Contractor in furnishing Apprentices as requested up to the maximum percentage allowed by each Apprenticeship Program. The County shall encourage such utilization, and, both as to Apprentices and the overall supply of Skilled Journeypersons, the Project Labor Coordinator and the Council will work to ensure appropriate and maximum utilization of Apprentices and the continuing availability of both Apprentices and Skilled Journeypersons.

14.2.2 All Apprentices shall work under the direct supervision of a Skilled Journeyperson from the trade in which the Apprentice is indentured. Should a question arise as to a Skilled Journeyperson's qualification under this subsection, the Contractor shall provide adequate proof evidencing the worker's qualification as a Skilled Journeyperson to the Project Labor Coordinator and the Council.

ARTICLE 15 MANAGEMENT RIGHTS

15.1 Contractor and County Rights. The Contractors and the County have the sole and exclusive right and authority to oversee and manage construction operations on Project work without any limitations unless expressly limited or required by the other Articles of this Agreement or a MLA. In addition to the following and other rights of the contractors enumerated in this Agreement, the Contractors expressly reserve their management rights and all the rights conferred upon them by law. The Contractor's rights include, but are not limited to, the right to:

(a) Plan, direct, and control operations of all work;

(b) To be the sole judge of the qualifications, number and classification of employees required to perform work subject to this Agreement and thus to reject any applicant for employment and to hire, promote, transfer and layoff their own employees at their discretion, respectively, as deemed appropriate to satisfy work and/or skill requirements;

(c) Promulgate and require all employees to observe reasonable jobsite rules, including security and safety policies;

(d) Discharge, suspend or discipline their own employees for just cause;

(e) Utilize, in accordance with County approval, any work methods, procedures or techniques, and select, use and install any types or kinds of materials, apparatus or equipment, regardless of source of manufacture or construction; assign and schedule work at their discretion; and

(f) Assign overtime, determine when it will be worked and the number and identity of employees engaged in such work, subject to such provisions in the applicable MLA(s) requiring such assignments be equalized or otherwise made in a non-discriminatory manner.

15.2 Specific County Rights. In addition to the following and other rights of the County enumerated in this Agreement, the County expressly reserves its management rights and all the rights conferred on it by law. The County's rights include but are not limited to the right to:

(a) Inspect any construction site or facility to ensure that the contractor follows the applicable safety and other work requirements;

(b) Require Contractors to establish a different work week or shift schedule for particular employees as required to meet the operational needs of the Covered Project work at a particular location or in order to accommodate any ongoing business at the Covered Project site where operations may be continuing during periods of construction activity;

(c) Require Contractors to implement additional health or safety measures, as determined necessary by the County.

(d) At its sole option, terminate, delay and/or suspend any or all portions of the Covered Project work at any time; prohibit some or all work on certain days or during certain hours of the day to accommodate any ongoing operations of the County at the Covered Project site and/or to mitigate the effect of ongoing Covered Project work on businesses and residents in the neighborhood of the Covered Project site; and/or require such other operational or schedule changes it deems necessary, in its sole judgment, to effectively maintain its primary operational mission at the Covered Project site and remain a good neighbor to those in the area of its facilities. In order to permit the Contractors and Unions to make appropriate scheduling plans, the County will provide the Project Labor Coordinator, and the affected Contractors(s) and Union(s) with reasonable notice of any

changes it requires pursuant to this section; provided, however, that if notice is not provided in time to advise employees not to report for work, show-up pay shall be due pursuant to the provision of Section 9.6;

(e) Approve any work methods, procedures and techniques used by contractors whether or not these methods, procedures or techniques are part of industry practices or customs; and

(f) Investigate and process complaints, through its Project Labor Coordinator, in the matter set forth in Articles 4 and 11.

15.3 Use of Materials. There should be no limitations or restriction by Union upon a contractor's choice of materials or design, nor, regardless of source or location, upon the full use and utilization, of equipment, machinery, packaging, precast, prefabricated, prefinished, or preassembled materials, tools or other labor-saving devices, subject to the application of the State Public Contracts and Labor Codes as required by law in reference to offsite construction. Generally, the onsite installation or application of such items shall be performed by the craft having jurisdiction over such work. The County and its Project Labor Coordinator shall advise all contractors of, and enforce as appropriate, the off-site application of the prevailing wage law as it affects Covered Project work.

ARTICLE 16 SAFETY, PROTECTION OF PERSON AND PROPERTY

16.1 It shall be the responsibility of each Contractor to ensure safe working conditions and employee compliance with any safety rules contained herein or established by the County, the State and the prime Contractor. It is understood that the employees have an individual obligation to use diligent care to perform their work in a safe manner and to protect themselves and the property of the Contractor and the County.

16.2 Unions and Employees shall be bound by the safety, security and visitor rules established by the Contractor and the County. These rules will be published and posted in conspicuous places by the Contractor throughout the work site. An employee's failure to satisfy his obligations under this Article will subject him to discipline, including discharge.

16.3 The Parties acknowledge that the County and Contractor have a policy, which prohibits the use, sale, transfer, purchase and/or possession of a controlled substance, alcohol and/or firearms while on the County's premises.

16.4 The Parties to this Agreement adopt the attached Drug and Alcohol Testing Policy set forth in Attachment C, which shall be the sole policy and procedure utilized under this Agreement.

16.5 A Contractor may suspend all or a portion of the job to protect the life and safety of employees. In such cases, employees will be compensated only for the actual time worked; provided, however, that where the Contractor requests employees to remain at the site and be available for work, the employees will be compensated for stand-by time at their appropriate hourly rate of pay.

ARTICLE 17 SAVINGS CLAUSE

17.1 The Parties agree that in the event any Article, provision, clause, sentence, or word of the Agreement is determined to be illegal or void as being in contravention of any applicable law, by a final court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect. The Parties further agree that if any Article, provision, clause, sentence or word of the Agreement is determined to be illegal or void, by a final court of competent jurisdiction, the Parties shall substitute, by mutual agreement, in its place and stead, an Article, provision, sentence or word which will meet the objections to its validity and which will be in accordance with the intent and purpose of the Article, provision, clause, sentence or word in question.

17.2 The Parties also agree that in the event that a decision of a court of competent jurisdiction materially alters the terms of the Agreement such that the intent of the Parties is defeated, then this entire Agreement shall be null and void.

17.3 The provisions of this Agreement shall not be applicable where prohibited by Presidential Executive Order, federal or state law, or where the application would be inconsistent with terms and conditions of a grant or a contract with the agency of the United States, State of California, or the instruction of an authorized representative of these agencies with respect to any grant or contract.

ARTICLE 18 PRE-JOB CONFERENCE

18.1 Each Contractor is required to conduct a pre-job conference with the Unions no less than six (6) working days prior to commencing work on each Covered Project. The purpose of the conference will be to, among other things, convey craft workforce needs, the schedule of work for the Covered Project, the Covered Project's rules, and propose Union work assignments.

18.2 The Project Labor Coordinator may work with the prime Contractor and Council to facilitate the scheduling of all pre-job conferences, but ensuring each Contractor conducts a pre-job conference in accordance with this CWA is the responsibility of the prime Contractor.

18.3 The prime Contractor shall make the relevant plans and specifications available to the Unions prior to each pre-job conference to the extent the County has not declared the plans and specifications to be confidential for security or other reasons. If the County has declared the plans and specifications to be confidential, the County shall make them available to the Unions upon the Unions' execution of a non-disclosure agreement.

18.4 All Union work assignments shall be disclosed by each Contractor at the pre-job conference. Should there be covered work that was not previously assigned at a pre-job conference, or additional covered work be added to the scope of the Covered Project, the Contractor(s) performing such work will conduct a separate pre-job conference.

18.5 Any Union in disagreement with a proposed preliminary assignment shall notify the affected Contractor of its position in writing, with a copy sent to the Project Labor Coordinator, within five (5) working days after the pre-job conference occurred. Within five (5) working days after the period allowed for Union notices of disagreement with the Contractor's proposed

assignments, but prior to the commencement of any work, the Contractor shall make final assignments in writing with copies sent to the Project Labor Coordinator and Council.

18.6 A Contractor's failure to conduct a pre-job conference in accordance with this CWA is considered a breach of contract, and any affected Union may pursue a grievance under Article 11 of this CWA to seek a remedy for such a violation. Provided, however, if the Contractor has conducted a pre-job conference in accordance with this CWA, that Contractor is not required to participate in any additional pre-job conferences or mark-up meetings related to the original scope(s) of work assigned at the pre-job conference. Contractor shall use its best efforts to provide information reasonably necessary upon the request of one of the Unions.

18.7 The Project Labor Coordinator may attend and facilitate each pre-job conference. At each pre-job conference, the Project Labor Coordinator may address the programs, goals and outcomes related to Local Resident and Targeted Worker employment, as well as the progress of implementing Article 19, Work and Economic Opportunity, on the project.

ARTICLE 19 WORK AND ECONOMIC OPPORTUNITY

19.1 The Parties recognize the proposed Covered Projects' economic opportunity and impact on County residents, businesses and the communities surrounding the proposed Covered Projects. The Parties are committed to working in partnership to create a skilled and trained local workforce that is reflective of the population of the communities surrounding the proposed Covered Projects and within the County. Towards that end, the Parties agree to establish and implement a framework for work and economic opportunity to maximize career opportunities for Local Residents and Targeted Workers, including those who have not previously qualified to be employed on construction projects, and to provide meaningful outreach, training and business opportunities for LSBE, DVBE, and SE Contractors to successfully work under this Agreement.

19.2 As coordinated by the Contractor and Unions, the Parties will work together with the County; SEs; non-profits; veteran assistance organizations; and other community groups, who work with Targeted Worker populations, to conduct outreach and recruit a sufficient number of Local Residents and Targeted Workers who are interested in beginning a construction career. Such Local Residents and Targeted Workers will be assessed by the Project Labor Coordinator or Jobs Coordinator to determine their career readiness level and coordinate potential entrance into a local MC3 pre-apprenticeship program or, if a veteran or otherwise qualified, potential direct entry into an Apprenticeship Program, or, if appropriate to their level of skill and training, join the Union as a Skilled Journeyperson. The recruitment and outreach level of effort, including the quantity of Local Residents and Targeted Workers recruited, will fluctuate based on the Projects' hiring needs and schedule.

19.3 The Council and the Unions will work with the Project Labor Coordinator and Jobs Coordinators to identify and support local outreach events and programs designed to recruit and develop adequate numbers of qualified workers in the construction industry, to arrange for tours of their joint apprenticeship committees and programs, and to provide contact information for Union representatives.

19.4 The Parties recognize the importance of providing direct assistance to Local Residents and Targeted Workers to help them overcome barriers to employment. Towards that end, if necessary, Local Residents and Targeted Workers will be referred by the Project Labor Coordinator or Jobs Coordinator to America's Job Centers of California (AJCC) or other community-based organizations and SE firms or agencies that provide supportive services. The Project Labor Coordinator, in coordination with the County, will monitor and report the outcomes of all referrals to employment support service providers. If the initiation and enrollment fees present a barrier to a potential Local Resident or Targeted Worker, then the Council and the Unions, along with the Project Labor Coordinator and the Jobs Coordinator, will assist in working with Department of Economic Opportunity, or any such successor agency, and other similar organizations to secure such funds.

19.5 In order to create career pathways for Local Residents and Targeted Workers who may need additional training and preparation for a construction career, the Parties will partner with local pre-apprenticeship programs that are authorized by the Council to teach the Multi-Craft Core Curriculum (MC3). The Parties recognize the need to continue to develop pre-apprenticeship training programs to meet the significant demand for local skilled craft labor at each Covered Project location. Towards that end, the Parties will collaborate to determine and develop the optimal MC3 pre-apprenticeship training plan for each Covered Project location.

19.6 After successful graduation from the MC3 pre-apprenticeship program, the Contractor will work together with the Council's Apprenticeship Readiness Fund, Project Labor Coordinator, and Unions to assist such graduates with preferential entry into an Apprenticeship Program and finding employment on a Covered Project. Both the Unions and Contractors recognize the importance of increasing the supply of local skilled craft labor by assisting Local Residents and Targeted Workers start their construction careers on Covered Projects.

19.7 For Veterans, Local Residents and other Targeted Workers who have verifiable past experience and do not require additional training or assistance, the Unions agree to give them credit for provable past experience in their relevant craft or trade, including experience gained working for Contractors not otherwise signatory to a MLA, in order to bring them directly into an Apprenticeship Programs at a higher level, or as a Skilled Journeyperson, if qualified. The Unions shall put on their rolls qualified bona fide Local Residents and Targeted Workers for work on Covered Projects.

19.8 The Project Labor Coordinator, with the assistance of the Council, the Unions and Contractors, will produce detailed monthly reports for the County measuring compliance with this Agreement, including but not limited to, the cumulative Local Resident and Targeted Worker hiring goals for each Covered Project and the economic impact on Local Residents and Targeted Workers. The reports may be produced, in part, by utilizing an online certified payroll reporting system if the County ultimately implements such a system.

19.9 The Project Labor Coordinator, with the assistance of the Council, the Unions, and Contractors, will produce detailed reports to the County on the progress of implementing the programs specified in this Article, including an evaluation of the successes and obstacles in the implementations of these provisions. This report will be produced at least annually, or more frequently at the sole discretion of the County.

19.10 The Council and the Unions will, in coordination with the Project Labor Coordinator and Jobs Coordinators, participate in orientations at least twice per year for LSBE, DVBE, and SE contractors regarding the CWA and the employee benefit trust funds.

19.11 The Council and Unions will support local events and programs designed to recruit, develop, educate and inform certified LSBE, DVBE, and SE contractors seeking access and readiness to contract for work on Covered Projects. In order to attract and promote participation of LSBE, DVBE, and SE Contractors, the Unions will work with the Project Labor Coordinator to identify Contractors who are certified or may be qualified to become certified as a LSBE, DVBE or SE for outreach related to contracting opportunities on Covered Projects.

19.12 Women in Trades Advisory Council

19.12.1 The County and Council have established and co-chair the Los Angeles County Women in Trades Advisory Council to provide a forum to engage in recommending, planning, development, and implementation of strategies to increase female recruitment, training, placement and retention.

19.12.2 The Council's Executive Secretary and County will each designate a co-chair of the Women in Trades Advisory Council and coordinate the participation of each Union and affiliated Apprenticeship Program with the assistance of the Project Labor Coordinator.

19.12.3 In order to increase the participation and retention of female craft workers, each Union shall use a good faith effort to establish a Tradeswomen Mentoring Program for their female apprentices and journeyman that provide support, mentoring, and fosters a neutral, unbiased and supportive environment where female craft workers may express their thoughts and career objectives. The Council shall report annually to the Project Labor Coordinator about the efforts to establish each Unions' Tradeswomen Mentoring Program.

19.12.4 Members of the Tradeswomen Mentoring Program are encouraged to engage with female pre-apprentices through the network of apprenticeship readiness programs and youth organizations to facilitate support and access to apprenticeship.

19.13 LSBE, DVBE, and SE Programs

19.13.1 The Parties recognize that the proposed Covered Projects are subject to the County's LSBE, DVBE, and SE Preference Programs.

19.13.2 In order to encourage participation of certified LSBE, DVBE, and SE businesses, the Parties agree that individual subcontracts awarded to certified LSBE, DVBE, and SE businesses on Covered Projects with a subcontract award value of $50,000 or less will be entirely exempt from this Agreement. Any subcontracts excluded from this Agreement pursuant to this Article shall not be subject to the terms of this Agreement, and the Unions and Council shall have no obligations to provide workers for or reporting of workers for work performed under any such excluded subcontracts.

19.13.3 No Union shall undertake any strike, work stoppage, or other action against a certified LSBE, DVBE or SE business performing work excluded pursuant to this Article, and the Parties expressly agree that any such work shall not be subject to trust fund contributions by application of this Agreement. This Agreement shall not limit the rights of Unions to seek to organize and to utilize legal and administrative remedies not precluded by this Agreement, according to applicable federal or state laws, to secure such rights.

ARTICLE 20 STEWARDS

20.1 Each Union shall have the right to designate one working craft employee as steward for each Contractor employing such craft on the Covered Project. Such designated steward shall be a qualified workman assigned to a crew and shall perform the work of the craft. The steward shall not perform supervisory duties. Under no circumstances shall there be nonworking stewards. Stewards shall be permitted a reasonable amount of time during working hours to perform applicable Union duties related to the work being performed by the craft employees of his Contractor and not to the work being performed by other Contractors or their employees.

20.2 Authorized representatives of the Union(s) shall have access to the Covered Project, provided that such representatives fully comply with posted visitor, security, and safety rules, and provided that they do not unnecessarily interfere with the employees or cause them to neglect their work.

ARTICLE 21 TERM

21.1 This Agreement shall become effective for a term of five (5) years on the date it becomes fully executed by the County, the Council, and each Union for which a signature line is included below. The Agreement applies to Covered Projects with a bid advertisement date or a request for proposals advertisement date during the effective term of the Agreement and shall continue in full force and effect until all the work within the scope of the Construction Contracts for the Covered Projects is completed and accepted by the County.

21.2 Construction of any phase, portion, section, or segment of work within the scope of a Construction Contract shall be deemed complete when such phase, portion, section or segment has been turned over to the County by the Contractor and the County has accepted such phase, portion, section, or segment. As areas and systems of the Covered Project are inspected and construction-tested and/or approved and accepted by the County or third parties with the approval of the County, the Agreement shall have no further force or effect on such items or areas, except when and if the Contractor is directed by the County to engage in repairs or modifications required by its contract(s) with the County.

21.3 Notice of each final acceptance received by the Contractor on a Covered Project will be available to the Project Labor Coordinator and the Council with the description of what portion, segment, etc. has been accepted. Final acceptance may be subject to a "punch" list, and in such case, the Agreement will continue to apply to each such item on the list until it is completed to the satisfaction of the County and notice of acceptance is given by the County or its representative to the Contractor. At the request of the Union, complete information describing any

"punch" list work involving otherwise turned-over and completed facilities which have been accepted by the County, will be available upon request from the Project Labor Coordinator.

ARTICLE 22 RESPONSIBILITY FOR COSTS

22.1 The County and the Unions shall each be responsible for their own legal costs including all attorneys' fees and associated disbursements that might accrue with regard to any legal challenge over the adoption by the County of this Agreement and related to claims directly challenging the legality of this Agreement, or a particular section of language that has been adopted herein.

ARTICLE 23 MISCELLANEOUS PROVISIONS

23.1 This Agreement shall be construed and interpreted both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county.

23.2 Any notice, demand, request, document, consent, approval, or communication required by or to be given to the County shall be sent to the office or individual designated by the County.

23.3 The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against any Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

23.4 The persons executing this Agreement on behalf of the Parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which said party is bound.

23.5 Any amendment or modification to this Agreement must be in writing and executed by the County and Council.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year written below.

THE UNION OFFICIALS signing this Agreement warrant and represent that they are authorized to collectively bargain on behalf of the organizations whom they represent and the members of such organizations.

COUNTY OF LOS ANGELES

By _____ Date: 6/7/2023
Fesia A. Davenport
Chief Executive Officer

APPROVED AS TO FORM:

_____ Date: 05/22/2023
Michael Simon
~~Acting~~ Assistant County Counsel

LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION TRADES COUNCIL

By: _____ Date: 5-18-2023
Chris Hannan
Executive Secretary

DocuSign Envelope ID: 2FDA59F7-353C-4E84-90F3-6A94B9F93C18

Union Signatory Page

Asbestos Heat & Frost Insulators (Local 5)

Boilermakers (Local 92)

Bricklayers & Allied Craftworkers (Local 4)

Cement Masons (Local 500)

Cement Masons (Local 600)

Electricians (Local 11)

Elevator Constructors (Local 18)

Gunite Workers (Local 345)

Iron Workers (Reinforced – Local 416)

Iron Workers (Structural – Local 433)

Laborers (Local 300)

Laborers (Local 1184)

District Council of Laborers

Laborers (Local 1309)

Operating Engineers (Local 12)

Operating Engineers (Local 12)

Operating Engineers (Local 12)

Painters & Allied Trades DC 36

Pipe Trades (Local 250)

Pipe Trades (Local 345)

Pipe Trades (Plumbers Local 78)

Pipe Trades (Plumbers/Fitters Local 761)

Pipe Trades (Plumbers/Fitters Local 398)

Pipe Trades (Sprinkler Fitters Local 709)

Pipe Trades (Road Sprinkler Local 669)

Plasterers (Local 200)

Plaster Tenders (Local 1414)

Roofers & Waterproofers (Local 36)

Sheet Metal Workers (Local 105)

Southwest Mountain States Regional Council of Carpenters

Teamsters (Local 986)

LOS ANGELES COUNTYWIDE CWA
ATTACHMENT A: LETTER OF ASSENT

PLACE ON COMPANY LETTERHEAD

Ms. Soo Kim
Contracting and Business Relations Manager
Los Angeles County Public Works
900 S. Fremont Ave.
Alhambra, CA 91803

TRANSMIT ELECTRONICALLY TO: CWA@pw.lacounty.gov and upload to LCPTracker

COVERED PROJECT NAME: (Project Name)

Dear Ms. Kim:

This is to certify that the undersigned Contractor has read and understood the Countywide Community Workforce Agreement (CWA) entered into between the County of Los Angeles (County) and the Los Angeles/Orange Counties Building and Construction Trades Council (Council) and the signatory craft unions and district councils signing the CWA. The undersigned Contractor hereby agrees to comply with all of the terms and conditions of the aforementioned duly signed CWA.

The undersigned Contractor acknowledges that compliance with the provisions of Articles 7 and 19 relating to Local Residents, Targeted Workers, workforce referral and development and apprenticeship participation are of particular importance.

It is understood that the signing of this Letter of Assent shall be as binding on the undersigned Contractor as though the Contractor had signed the CWA and Contractor shall require all its subcontractors, of whatever tier, to become similarly bound for all work within the scope of this CWA.

(Name of Construction Company)

By: _____ _____
(Name and Title of Authorized Executive) Date

_____
(Contractor's State License No.)

This Letter of Assent shall become effective and binding upon the undersigned Contractor as of below date of execution and shall remain in full force and effect until the completion of the above stated project.

Sincerely,

ATTACHMENT B: APPLICABLE UNION MASTER LABOR AGREEMENTS

1. Southern California Chapter, Western Insulation Contractors Association and Local No. 5, International Association of heat and Frost Insulators and Allied Workers Master Labor Agreement.

2. Western States Articles of Agreement Between the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers AFL-CIO and the Signatory Contractors.

3. The Executive Council of the Mason Contractors Exchange of Southern California, Inc. and Bricklayers and Allied Craftworkers Local #4.

4. Master Labor Agreement between Southern California General Contractors and Eleven Southern California Counties Cement Masons.

5. Southern California Master Labor Agreement between Southern California General Contractors and The Southern California District Council of Laborers.

   Tunnel Master Agreement between Associated General Contractors of California, Inc. and Southern California District Council of Laborers Affiliated with the Laborers' International Union of North America, AFL-CIO.

6. Inside Wireman's Agreement between Local Union 11 International Brotherhood of Electrical Workers and Los Angeles County Chapter National Electrical Contractors Association.

   Southern California 9th District Sound & Communications Agreement Addendum No. 1 to the 9th District Sound & Communications Agreement by and Between International Brotherhood of Electrical Workers and National Electrical Contractors Association.

   Intelligent Transportation Systems Agreement between Local Union 11 International Brotherhood of Electrical Workers and Los Angeles County Chapter National Electrical Workers and Los Angeles County Chapter National Electrical Contractors Association.

7. National Elevator Bargaining Association Agreement with Intentional Union of Elevator Constructors.

8. Gunite/Shotcrete Commercial Agreement by between Gunite and/or Shotcrete Contractors and The Southern California District Council of Laborers and its Affiliate Gunite Local #345.

9. District Council of Iron Workers of the State of California and vicinity and its Locals 416 and 433 and the Western Steel Council et al.

10. Master Labor Agreement between Southern California Contractors Association, Inc. and International Union of Operating Engineers Local Union No. 12.

11. Master Labor Agreement between Painters and Allied Trades District Council No. 36 and the Los Angeles Paint & Finishing Contractors Association et al..

    Southern California Drywall Finishers Joint Agreement between Painters and Allied Trades District Council No. 36 and the Western Wall & Ceiling Contractors Association

Master Labor Agreement between Painters and Allied Trades District Council No. 36 on behalf of Glaziers, Architectural Metal and Glass Workers Local Union No. 636 and Individual Contractors

Master Labor Agreement between Floor Covering Association of Southern California, Inc. and Painters and Allied Trades District Council No. 36 of the International Union of Painters and Allied Trades AFL-CIO-CLC on behalf of Resilient Floor and Decorative Covering Local Union No. 1247.

12. Master Agreement for the Plumbing and Piping Industry of Southern California between California Plumbing and Mechanical Contractors Association and Southern California Pipe Trades District Council No. 16 of the United Association.

13. Agreement between National Fire Sprinkler Association, Inc. and Sprinkler Fitters Local Union No. 709, Los Angeles, California, of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada

14. Labor Agreement between Western Walls & Ceiling Contractors Association, Inc. California Plastering Conference and Operative Plasterers' and Cement Masons' International Association, AFL-CIO Local Union 200.

15. Plaster Tenders' Master Agreement between Western Wall and Ceiling Contractors Association, Inc. and Southern California District Council of Laborers and its affiliated Plaster Tenders of Southern California Local Union 1414.

16. Master Labor Agreement by and between Local #36 and 220 of the United Union of Roofers, Waterproofers and Allied Workers and the Individual Roofing Contractors and Others.

17. Collective Bargaining Agreement between International Association of Sheet Metal, Air, Rail and Transportation Workers Local Union No. 105 & SMACNA Los Angeles & Orange Empire SMACNA.

18. Southern California Master Labor Agreement between Southern California General Contractors and Teamsters Joint Council #42 and Teamsters Local Union #87.

19. Southern California Master Labor Agreement Between United General Contractors, Inc. and the Southern Regional Council of Carpenters and Local Unions in the Twelve Southern California Counties and Nevada affiliated with the United Brotherhood of Carpenters and Joiners of America

ATTACHMENT C - DRUG AND ALCOHOL TESTING POLICY

The Parties recognize the problems that drug and alcohol abuse have created in the construction industry and the need to develop drug and alcohol abuse prevention programs. Accordingly, the Parties agree that in order to enhance the safety of the workplace and to maintain a drug and alcohol-free work environment, individual Contractors shall require applicants or employees to undergo drug and alcohol testing in accordance with this CWA and this policy, Attachment C – Drug and Alcohol Testing Policy, hereafter "Policy."

1. It is understood that the use, possession, transfer, or sale of illegal drugs, narcotics, or other unlawful substances, as well as being under the influence of alcohol and the possession of or consuming alcohol is absolutely prohibited while employees are on the Contractor's job premises or while working on any jobsite in connection with work performed under the CWA.

2. No Contractor may implement a drug and alcohol testing program that does not conform in all respects to the provisions of this Policy.

3. No Contractor may implement drug and alcohol testing at any jobsite unless written notice is given to the Union setting forth the location of the jobsite, a description of the project under construction, and the name and telephone number of the prime Contractor's project manager. Said notice shall be provided at the pre-job conferences for each Covered Project. Failure to give such notice shall make any drug and alcohol testing engaged in by the Contractor a violation of the CWA and subject to the Article 11 grievance procedure.

4. A Contractor who elects to implement drug and alcohol testing pursuant to this Policy shall require all craft employees on the Covered Project to be tested. With respect to individuals who become employed on the Covered Project subsequent to the proper implementation of a valid drug and alcohol testing program, such test shall be administered upon the commencement of employment on the project, whether by referral from a Union dispatch office, transfer from another project, or another method. Individuals who were employed on the project prior to proper implementation of a valid drug and alcohol testing program may only be subjected to testing for the reasons set forth in paragraphs 5(g)(l) through 5(g)(3) and paragraphs 6(a) through 6(e) of this Policy. Refusal to undergo such testing shall be considered sufficient grounds to deny employment on the project.

5. The following procedure shall apply to all drug and alcohol testing:

    a. The Contractor may request urine samples only. The applicant or employee shall not be observed when the urine specimen is given. An applicant or employee, at his or her sole option, shall, upon request, receive a blood test in lieu of a urine test. No employee of the Contractor shall draw blood from a bargaining unit employee, touch or handle urine specimens, or in any way become involved in the chain of custody of urine or blood specimens. A Union business representative, subject to the approval of the individual applicant or employee, shall be permitted to accompany the applicant or

employee to the collection facility to observe the collection, bottling, and sealing of the specimen.

b. A Contractor may request an applicant or employee promptly, within four (4) hours of the Contractor's request, perform an alcohol breathalyzer test at a certified laboratory only, and cutoff levels shall be those mandated by applicable state or federal law.

c. The testing shall be done by a laboratory approved by the Substance Abuse & Mental Health Services Administration (SAMHSA), which is chosen by the Contractor and the Union.

d. An initial test shall be performed using the Enzyme Multiplied Immunoassay Technique (EMIT). In the event a question or positive result arises from the initial test, a confirmation test must be utilized before action can be taken against the applicant or employee. The confirmation test will be by Gas Chromatography/Mass Spectrometry (GC/MS). Cutoff levels for both the initial test and confirmation test will be those established by SAMHSA and this Policy. Should these SAMHSA levels be changed during the course of the CWA or new testing procedures are approved, then these new regulations will be deemed as part of this existing CWA. Confirmed positive samples will be retained by the testing laboratory in secured long-term frozen storage for a minimum of one (1) year. Handling and transportation of each sample must be documented through strict chain-of-custody procedures.

e. In the event of a confirmed positive test result, the applicant or employee may request, within forty-eight (48) hours, a sample of his/her specimen from the testing laboratory for purposes of a second test to be performed at a second laboratory, designated by the Union and approved by SAMHSA. The retest must be performed within ten (10) days of the request. Chain of custody for this sample shall be maintained by the Contractor between the original testing laboratory and the Union's designated laboratory. Retesting shall be performed at the applicant's or employee's expense. In the event of conflicting test results, the Contractor may require a third test, at the Contractor's expense.

f. If, as a result of the above testing procedure, it is determined that an applicant or employee has tested positive, this shall be considered sufficient grounds to deny the applicant or employee his/her employment on the project.

g. No individual who tests negative for drugs and alcohol pursuant to the above procedure and becomes employed on the project shall again be subjected to drug and alcohol testing with the following exceptions:

    1) Employees who are involved in industrial accidents resulting in damage to plant, property, or equipment or injury to him/her or others may be tested for drugs or alcohol pursuant to the procedures stated hereinabove.

    2) The Contractor may test employees following thirty (30) days' advance written notice to the employee(s) to be tested and to the applicable Union. Notice to the applicable Union shall be sent by certified mail to the affected Union with a copy to the Project Labor Coordinator. Such testing shall be pursuant to the procedures stated hereinabove.

3) The Contractor may test an employee where the Contractor has reasonable cause to believe that the employee is impaired from performing his/her job. Reasonable cause shall be defined as being aberrant or unusual behavior, the type of which is a recognized and accepted symptom of impairment (e.g., slurred speech, unusual lack of muscular coordination). Such behavior must be actually observed by at least two (2) persons, one (1) of whom shall be a supervisor who has been trained to recognize the symptoms of drug and alcohol abuse or impairment and the other of whom shall be the Job Steward. If the Job Steward is unavailable or there is no Job Steward on the Covered Project, the other person shall be a member of the applicable Union's bargaining unit. Testing shall be pursuant to the procedures stated hereinabove. Employees who are tested pursuant to the exceptions set forth in this paragraph and who test positive will be removed from the Contractor's payroll.

h. Applicants or employees who do not test positive shall be paid for all time lost while undergoing drug and alcohol testing. Payment shall be at the applicable wage and benefit rates set forth in the Current Prevailing Wage Determination. Applicants who have been dispatched from the Union and who are not put to work pending the results of a test will be paid waiting time until such time as they are put to work. It is understood that an applicant must pass the test as a condition of employment. Applicants who are put to work pending the results of a test will be considered probationary employees.

6. The Contractors will be allowed to conduct periodic jobsite drug and alcohol testing on the Project under the following conditions:

   a. The entire jobsite must be tested, including any employee or subcontractor's employee who worked on that project three (3) working days before or after the date of the test;

   b. Jobsite testing cannot commence sooner than fifteen (15) days after start of the work on the project;

   c. Prior to start of periodic testing, a Union business representative will be allowed to conduct an educational period on company time to explain periodic jobsite testing program to affected employees;

   d. Testing shall be conducted by an SAMHSA-certified laboratory, pursuant to the provisions set forth in paragraph 5 hereinabove.

   e. Only two (2) periodic tests may be performed in a twelve (12)-month period.

7. It is understood that the unsafe use of prescribed medication, or where the use of prescribed medication impairs the employee's ability to perform work, is a basis for the Contractor to remove the employee from the jobsite.

8. Any grievance or dispute that may arise out of the application of this Policy shall be subject to the grievance and arbitration procedures set forth in the CWA.

9. The establishment or operation of this Policy shall not curtail any right of any employee found in any law, rule, or regulation. Should any part of this Policy be found unlawful by a court of competent jurisdiction or a public agency having jurisdiction over the Parties, the remaining portions of the CWA shall be unaffected, and the Parties shall enter negotiations to replace the affected provision.

10. Present employees, if tested positive, shall have the prerogative for rehabilitation program at the employee's expense. When such program has been successfully completed, the Contractor shall not discriminate in any way against the employee. If work for which the employee is qualified exists, he/she may be reinstated.

11. The Contractor agrees that results of urine and blood tests performed hereunder will be considered medical records held confidential to the extent permitted or required by law. Such records shall not be released to any persons or entities other than designated Contractor representatives and the applicable Union. Such release to the applicable Union shall only be allowed upon the signing of a written release by the employee, and the information contained therein shall not be used to discourage the employment of the individual applicant or employee on any subsequent occasion.

12. Employees who seek voluntary assistance for substance abuse may not be disciplined for seeking such assistance. Requests from employees for such assistance shall remain confidential and shall not be revealed to other employees or management personnel without the employee's consent. Employees enrolled in substance abuse programs will be subject to all Contractor rules, regulations, and job performance standards with the understanding that an employee enrolled in such a program is receiving treatment for an illness.

13. The Contractor shall indemnify and hold the Union harmless against any and all claims, demands, suits, or liabilities that may arise out of the application of this Policy.

14. This Policy shall constitute the only Policy in effect between the Parties and Contractors concerning drug and alcohol abuse, prevention, and testing. Any modifications thereto must be accomplished pursuant to collective bargaining negotiations between the Parties.

SPECIMEN REPORTING CRITERIA

Initial Test Analyte	Initial Test Cutoff [1]	Confirmatory Test Analyte	Confirmatory Test Cutoff Concentration
Marijuana metabolites (THCA)[2]	50 ng/ml [3]	THCA	15 ng/ml
Cocaine metabolite (Benzoylecgonine)	150 ng/ml 3	Benzoylecgonine	100 ng/ml
Codeine/ Morphine	2000 ng/ml	Codeine Morphine	2000 ng/ml 2000 ng/ml
Hydrocodone/ Hydromorphone	300 ng/ml	Hydrocodone Hydromorphone	100 ng/ml 100 ng/ml
Alcohol	0.02%	Ethanol	0.02%
Oxycodone/ Oxymorphone	100 ng/ml	Oxycodone Oxymorphone	100 ng/ml 100 ng/ml
6-Acetylmorphine	10 ng/ml	6-Acetylmorphine	10 ng/ml
Phencyclidine	25 ng/ml	Phencyclidine	25 ng/ml
Amphetamine/ Methamphetamine	500 ng/ml	Amphetamine Methamphetamine	250 ng/ml 250 ng/ml
MDMA[4]/MDA[5]	500 ng/ml	MDMA MDA	250 ng/ml 250 ng/ml
Initial Test Analyte	Initial Test Cutoff	Confirmatory Test Analyte	Confirmatory Test Cutoff Concentration
Barbiturates	300 ng/ml	Barbiturates	200 ng/ml
Benzodiazepines	300 ng/ml	Benzodiazepines	300 ng/ml
Methadone[6]	300 ng/ml	Methadone	100 ng/ml
Methaqualone	300 ng/ml	Methaqualone	300 ng/ml
Propoxyphene	300 ng/ml	Propoxyphene	100 ng/ml

[1] For grouped analytes (i.e., two or more analytes that are in the same drug class and have the same initial test cutoff):

Immunoassay: The test must be calibrated with one analyte from the group identified as the target analyte. The cross-reactivity of the immunoassay to the other analyte(s) within the group must be 80 percent or greater; if not, separate immunoassays must be used for the analytes within the group.

Alternate technology: Either one analyte or all analytes from the group must be used for calibration, depending on the technology. At least one analyte within the group must have a concentration equal to or greater than the initial test cutoff or, alternatively, the sum of the analytes present (i.e., equal to or greater than the laboratory's validated limit of quantification) must be equal to or greater than the initial test cutoff.

[2] An immunoassay must be calibrated with the target analyte, 9-tetrahydrocannabinoJ-9- carboxylic acid (THCA).

[3] **Alternate technology (THCA and benzoylecgonine):** The confirmatory test cutoff must be used for an alternate technology initial test that is specific for the target analyte (i.e., 15 ng/ml for THCA, 100 ng/ ml for benzoylecgonine).

[4] Methylenedioxymethamphetamine (MDMA)

[5] Methylenedioxyamphetamine (MDA)

[6] Employees with a prescription for methadone who are using the medication as prescribed, and are not impaired and can safely perform their work, will not be considered to have violated this Policy.

MEMORANDUM OF UNDERSTANDING REGARDING

"QUICK" DRUG SCREENING TESTS PURSUANT TO

ATTACHMENT C – DRUG AND ALCOHOL TESTING POLICY

It is hereby agreed between the Parties hereto that a Contractor who has otherwise properly implemented drug and alcohol testing, as set forth in the Policy, shall have the right to offer an applicant or employee a "quick" drug screening test. This "quick" screen test shall consist either of the "ICUP" urine screen or similar test or an oral screen test. The applicant or employee shall have the absolute right to select either of the two "quick" screen tests, or to reject both and request a full drug test.

An applicant or employee who selects one of the "quick" screen tests, and who passes the test, shall be put to work immediately. An applicant or employee who fails the "quick" screen test, or who rejects the "quick" screen tests, shall be tested pursuant to the procedures set forth in the Policy. The sample used for the "quick" screen test shall be discarded immediately upon conclusion of the test. An applicant or employee shall not be deprived of any rights granted to them by the Policy as a result of any occurrence related to the "quick" screen test.

SACHI A. HAMAI
Chief Executive Officer

County of Los Angeles
CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
http://ceo.lacounty.gov

"To Enrich Lives Through Effective And Caring Service"

Board of Supervisors
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June 11, 2019

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES
20 June 11, 2019
CELIA ZAVALA
EXECUTIVE OFFICER

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

APPROVAL OF UPDATED BOARD POLICY
COUNTYWIDE LOCAL AND TARGETED WORKER HIRING POLICY
(ALL DISTRICTS)
(3 VOTES)

SUBJECT

The Chief Executive Office recommends approval of the updated Board Policy for Countywide Local and Targeted Worker Hiring.

IT IS RECOMMENDED THAT THE BOARD:

Approve the updated Countywide Local and Targeted Worker Hiring Policy.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommended action will update the Countywide Local and Targeted Worker Hiring Policy (Policy) incorporating requirements that reflect lessons learned, best practices and recently adopted Board motion. In response to the September 6, 2016, the Board adopted a motion by Supervisors Ridley-Thomas and Solis, which established a Countywide Policy and directed the Chief Executive Officer to adopt a consolidated Policy consistent with the Chief Executive Office Report to the Board dated August 1, 2016. The Policy has been updated in consultation with the Directors of Public Works, Internal Services, Parks and Recreation, Workforce Development, Aging and Community Services, Consumer and Business Affairs, and the Executive Director of the Los Angeles County Development Authority (formerly known as Community Development Commission/Housing Authority of the County of Los Angeles).

CWA ATTACHMENT D

FISCAL IMPACT/FINANCING

There will be no fiscal impact to the County resulting from the approval of the proposed Board Policy.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

NA

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The proposed updated Policy does not impact current services or projects.

CONCLUSION

Upon approval of the recommended updated Policy, please return one adopted copy to the Chief Executive Office, Capital Programs Division.

Respectfully submitted,

Sachi A. Hamai

SACHI A. HAMAI
Chief Executive Officer

SAH:JJ:DPH
BMB:AMA:KAV:kb

Enclosures

c: Executive Office, Board of Supervisors
County Counsel
Auditor-Controller
Audit Committee
Economic Development Policy Committee
Internal Services
Los Angeles County Development Authority
Parks and Recreation
Public Works

Los Angeles County
BOARD OF SUPERVISORS POLICY MANUAL

Policy #:	Title:	Effective Date:
0.000	COUNTYWIDE LOCAL AND TARGETED WORKER HIRING	

PURPOSE

Establishes the Countywide Local and Targeted Worker Hiring Policy for all County-sponsored construction and development projects, including local hiring for Targeted Workers, Veterans, Job Order Contracts, and Affordable Housing and Mixed-Use Affordable Housing projects.

REFERENCE

October 27, 2015 Board Order 21

February 9, 2016 Board Order 47-A

August 1, 2016 Chief Executive Office memo to the County Board of Supervisors, *"Development of a Countywide Local Worker Hire Policy Board Motion of October 27, 2015, Agenda Item No. 21 and Board Motion of February 9, 2016, Agenda item No. 47-A"*

September 6, 2016 Board Order 14

March 21, 2017 Board Order 2

POLICY

On September 6, 2016, the Board of Supervisors approved the Countywide Local and Targeted Worker Hiring Policy [LTWHP or Policy]. This Policy was approved to provide Los Angeles County's investment in public works, County-financed affordable housing projects and developer-financed economic development projects on County property as a catalyst for local job creation, construction careers training, and revenue generation for the County. Additionally, the Policy establishes a pathway for the County to enhance employment opportunities particularly for qualified Local and Targeted Workers who face multiple barriers to employment, such as homelessness, former foster youth, and formerly incarcerated individuals.

The Policy requires that all County departments, commissions and agencies administering project development agreements, including but not limited to; ground leases, loan agreements, grant agreements, design-build contracts, and contracts for County capital and construction projects that require Board approval to comply with the Policy as set by the County Board of Supervisors.

CWA ATTACHMENT D

This Policy is also a component of the Community Benefits for County Economic Development Projects Policy which establishes criteria and procedures for economic development projects in the Los Angeles County in order to generate economic benefits for the businesses, community, and residential, commercial or industrial area surrounding each project.

All prime Contractors providing services under the above-mentioned project agreements and/or contracts must comply with the LTWHP requirements and hiring goals established by the County, as outlined below. Additionally, depending on the total project budget as determined by the County, one of the following hiring goals of the LTWHP requirements shall apply:

- Mandatory Hiring Goals
- Best Efforts Hiring Goals
- No LTWHP Hiring Goals

POLICY REQUIREMENT FOR LOCAL RESIDENCY PREFERENCE AREA FOR TIER 1 AND 2

A **Tier 1 Qualified Local Resident** is defined as a County resident whose primary residency is: (1) within five (5) miles of the proposed project site; and (2) is within a qualifying Zip Code. If a qualifying Zip Code is partially located within the 5-mile radius, then the entire Zip Code is considered as Tier I Zip Code, and workers living in that entire Zip Code area may qualify as Tier I hire.

A **Tier 2 Qualified Local Resident** is defined as a County resident whose primary residency is: (1) within a qualifying Zip code; and (2) that qualifying Zip Code is beyond five (5) miles of the proposed project site.

A **qualifying Zip Code** is defined as a Zip Code within the County of Los Angeles, where either: (1) the average percentage of households living below 200 percent of the Federal Poverty Level (FPL) for that individual's primary residency's Zip Code is greater than the County average for such households; or (2) the Zip Code is one of 11 additional Zip Codes determined by the Board on September 6, 2011 to be a Zip Code where at least 30 percent of the population is living in poverty, and with an unemployment rate of at least 150 percent of the national average.

POLICY REQUIREMENT FOR TARGETED WORKERS ELIGIBILITY

A **Targeted Worker** is an individual who is both a County resident and who faces one or more of the following barriers to employment:

1. Has a documented annual income at or below 100 percent of the Federal Poverty Level;
2. Has no high school diploma or GED;
3. Has a history of involvement with the criminal justice system;
4. Is experiencing protracted unemployment (receiving unemployment benefits for at least 6 months);
5. Is a current recipient of government cash or food assistance benefits;
6. Is homeless or has been homeless within the last year;
7. Is a custodial single parent;
8. Is a former foster youth;
9. Is a veteran, or is the eligible spouse of a veteran of the United States armed forces, under Section 2(a) of the Jobs for Veterans Act (38 U.S.C.4215[a]);
10. Is an eligible migrant and seasonal farmworker;

11. Is currently an English language learner;
12. Is an older Individual (55+);
13. Is disabled; or
14. Is an individual with a low level of literacy.

POLICY REQUIREMENT HIRING GOALS

Project Budget Greater than $2.5 Million (Mandatory Hiring Goals)

For projects with a total project budget greater than $2.5 million, with the exception of affordable housing projects, there shall be a ***mandatory*** hiring goal of at least 30 percent of California construction labor hours performed by either Tier 1 or Tier 2 Qualified Local Residents on each project.

California construction labor hours is defined as all craft worker hours performed on the project by California residents, excluding the hours performed by off-site material fabricators, designers, project office staff, or vendors.

For projects with a total project budget greater than $2.5 million, with the exception of affordable housing projects, there shall be a ***mandatory*** hiring goal of at least 10 percent of California construction labor hours on the project performed by those classified as a Targeted Worker. Hours worked by a Targeted Worker who is also a Tier 1 or Tier 2 Qualified Local Resident may be applied towards the 30 percent goal;

For projects with a total project budget greater than $2.5 million, with the exception of affordable housing projects, there shall be a ***mandatory*** requirement to use a Jobs Coordinator, as that term is defined in the Implementation Policy Guidelines issued by the CEO, to facilitate implementation of the targeted hiring requirement of this Policy. The Jobs Coordinator shall work closely with Workforce Development, Aging and Community Services, local agencies such as America's Job Centers of California, Social Enterprises, and local community-based organizations to outreach, recruit and create a pipeline to employ residents from the community in which the project is located; and

The Contractor shall ensure the ***mandatory*** hiring requirements provided for Local and Targeted Workers are met in accordance with this Policy.

Project Budget of $500,000 to $2.5 million (Best Efforts Hiring Goals)

For projects with a total project budget of $500,000 to $2.5 million, with the exception of affordable housing projects, there shall be a ***best effort*** hiring goal of at least 30 percent of California construction labor hours worked on each project performed by either Tier 1 or Tier 2 qualified local residents on each project. There is no Targeted Worker hiring requirement;

For affordable housing projects and mixed-use affordable housing projects that include County-funded facilities receiving funds administered by Community Development Commission (CDC), and Housing Authority of County of Los Angeles (HACOLA) projects with a project budget greater than $2.5 million, there shall be a ***best effort*** hiring goal of at least 30 percent qualified local residents and 10 percent Targeted Workers of California construction labor hours performed; and

The Contractor shall ensure posting a wide array of its construction job advertisements and/or seeking the assistance of a community service provider organization if necessary to ensure the ***best efforts*** hiring requirement provided for Local Workers is met in accordance with this Policy.

All Projects Hiring Goals

For all projects, with the exception of affordable housing projects, a minimum ratio of one apprentice hour for every five journeyman hours shall be enforced, per State Labor code requirement, and contractors will strive to obtain half of all apprentice hours on the project be performed by Local and Targeted Workers. Hours worked by an apprentice who is also a Targeted Worker or a local resident may be applied towards the 30 percent local resident and/or the 10 percent Targeted Worker hire goal.

Policy Exemptions

Exceptions for projects in jurisdictions enforcing their own local hiring policy, and for projects with federal or State funding prohibitions on geographic preferences will be determined on a case-by-case basis by Chief Executive Office (CEO), in consultation with the County Board of Supervisors Offices and County Counsel, and the exemption shall be stated in the corresponding Board letter.

Affordable housing projects financed with federal funds subject to 24 CFR Part 135 will follow local hiring and training guidelines promulgated through Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain Housing and Urban Development (HUD) financial assistance can be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

Contractors working with the Housing Authority of the County of Los Angeles on public housing modernization construction projects that exceed $2.5 million and are funded with non-federal funding will partner with Workforce Development, Aging and Community Services and other local agencies, such as America's Job Centers of California, Social Enterprises, community-based organizations, etc. to outreach, recruit and train public housing residents for employment opportunities.

POLICY IMPLEMENTATION

Details of the implementation of this Policy shall be provided in the latest version of the Implementation Policy Guidelines issued by the CEO.

Applicable referenced Policy language shall be included in all Board-awarded County construction and development project documents. In addition:

- All requests for Solicitation/Proposal/Invitations for Bid (RFP/IFB), specifications must require all contractors submitting bids or proposals to agree to the terms of the County of Los Angeles (County) LTWHP.

- All construction project general contracts must include a provision obligating the contractor and its subcontractors to comply with the terms of the County's LTWHP through execution of an agreement.

- The construction contract must include provisions establishing enforcement and compliance of the LTWHP.

Reporting Requirements

The contractor, on behalf of itself and its subcontractors, shall submit Local and Targeted Worker Hiring data to the County Project Manager or designated County representative.

Monthly Mandatory Compliance Withholding

The Contractor's compliance with the approved the Local and Targeted Workforce and Hire Status Reports will be evaluated monthly.

To enforce compliance on contracts containing ***mandatory*** hiring goals, an amount will be withheld from the monthly progress payment to the contractor in proportion to the deficit percentage of the mandated Local and Targeted Hiring Goal percentage and the actual percentage obtained. The maximum that may be withheld during the duration of the project is one percent of the total construction contract amount, but not to exceed $500,000, comprised of 0.75 percent for Local Worker goal compliance, and 0.25 percent for Targeted Worker goal compliance. This amount is called the Monthly Mandatory Compliance Withholding (MMCW) amount. The percentage of the MMCW that will be withheld for a given month will be the same as the percentage of the deficit in achieving the LTWHP targets for that month.

The maximum MMCW amount is determined as follows:

Construction Contract Value X .75% ÷ Number of months in baseline construction schedule = Monthly Mandatory Compliance Withholding (MMCW) for Local Workers

Construction Contract Value X .25% ÷ Number of months in baseline construction schedule = Monthly Mandatory Compliance Withholding (MMCW) for Targeted Workers

If the Targeted Worker Hiring mandatory requirements of the Policy have not been satisfied as required for a project, the contractor nonetheless may be deemed to be in compliance if the contractor demonstrates both (a) that the Contractor and each of its subcontractors have complied with all other requirements of the Policy, and (b) that the contractor and each of its subcontractors have satisfactorily demonstrated the following:

- Documented contact with the Department of Workforce Development, Aging and Community Services, America Job Centers or with an agency that supports and provides employment and training services for Targeted Workers in construction employment, and in which instance the agency did not refer a qualified Targeted Worker to the contractor or subcontractor within 48 hours of the job request for fair consideration of the Targeted Worker.

County Reporting:

County departments, commissions, and agencies shall provide quarterly reports to the CEO on compliance with the LTWHP for their construction projects during the quarter. CEO shall provide consolidated quarterly reports to the Board and the Economic Development Policy Committee on the compliance of data measures of the Local and Targeted and Apprentice Worker Hire Policy requirements.

County departments, commissions, and agencies administering construction projects under this Policy will be required to monitor and provide enforcement of the Policy. It should be noted the contractor is ultimately responsible for their and their subcontractors compliance with the County's LTWHP requirements.

Referral Process for LTWHP

The following resources may be used to connect contractors to workers meeting the definition of a Local Worker or a Target Worker, should the contractor require assistance. Additional Community Service Providers may be used by contractors and subcontractors to identify local residents and Targeted Workers.

- Los Angeles County Workforce Development, Aging, and Community Services: http://wdacs.lacounty.gov/
- LA Jobs: https://www.jobsla.org/vosnet/Default.aspx
- Cal Jobs: http://www.caljobs.ca.gov/vosnet/Default.aspx
- Helmets to Hardhats: https://www.helmetstohardhats.org
- America's Job Center of California: http://www.americasjobcenter.ca.gov

RESPONSIBLE DEPARTMENTS

Chief Executive Office
County Counsel

DATE ISSUED/SUNSET DATE

Issue Date: XX,XX, 2019 **Sunset Date: XX,XX, 20XX**

Exhibit B

LOS ANGELES REGIONAL

CONTRACTOR DEVELOPMENT AND BONDING PROGRAM











The Contractor Development and Bonding Program assists contractors with their contracting capacity and business growth.

THE FOUR PILLARS OF CONTRACTOR DEVELOPMENT



Assessment & Technical Assistance

- Enrollment in our Contractor Development and Bonding Program.
- Personal Account Manager to provide a professional assessment of your current capacity and growth needs.
- One-on-one consultation to develop a work plan aligned with your business needs and goals.
- Facilitated referrals to Program Partners and resources.
- Contracting opportunities and industry-related workshops and events sent via our *LA Contractor Weekly* bulletin.
- Referrals to specific project opportunities.

Bonding, Contract Financing & Project Assistance

- Assistance with obtaining or increasing bonding.
- Access to collateral support for bid performance and payment bonds for qualified contractors.*
- Contract review, project assessment, and field support for Program-bonded or financed contracts.
- Assistance with project risk identification and mitigation.
- Access to contract cash flow funding.
- Accounting cost subsidy for CPA-prepared financial statements.

**L.A. County has limited capacity.*

Education, Training & Contract Support

- Group Classes on public construction best practices led by industry experts.
- Contract-specific support on Regional Bond Program-supported contracts.
- Creation of individualized Contractor Profile to assist with business marketing.

Prime Contractor Partnerships

- Strategic alliances with Program Prime contractors including matchmaking and referrals.
- Networking with public agency staff and peer contractors.

PROGRAM SPONSORS

ADMINISTERED BY

Merriwether & Williams
INSURANCE SERVICES
... Of Like Minds

550 S Hope St., Suite 1835 | Los Angeles, CA 90071
Phone: 213-259-3000 | mwisinfo@imwis.com
www.imwis.com

Exhibit C



Los Angeles County
Contractor Development and Bonding Program

FREQUENTLY ASKED QUESTIONS

"An inclusionary program to build a stronger region"

What services does the County's Contractor Development and Bonding Program (CDABP) provide?

The County's CDABP extends comprehensive capacity building, technical, bonding and contract financing assistance to small and diverse contractors seeking to pursue County construction-related contracts. Starting with a thorough assessment of your current business status, we identify areas of opportunity in order to help you better position your firm to successfully compete for and complete County contracts.

After your assessment, you'll be assigned a dedicated Account Manager who will work closely with you to tailor a technical assistance work plan and financial resources specific to your needs, which may include:

- ✓ One-on-one consultations
- ✓ Training clinics and learning immersion academies
- ✓ Help with prime contractor pre-qualifications
  - » Facilitation of prime or prime-sub contractor introductions
  - » Project/bid matches
- ✓ Assistance obtaining bonding, including bonding collateral support, if needed, and contract financing
- ✓ If you are awarded a County-related contract with bonding support, you will also receive on-going project assistance to help you successfully complete your contract.

Who is eligible to participate in the CDABP? Eligible firms include local small and diverse businesses who are certified or eligible for certification within one of the County's business enterprise categories. For detailed information on the County's certification programs, visit their Small Business Certifications webpage (https://iddweb.isd.lacounty.gov/DCA_eComplaint/SmallBusinessCertifications).

Why should small and diverse businesses enroll in the CDABP? LA County's CDABP provides game-changing resources for small and diverse businesses who want to expand their capacity and improve their opportunities for winning County contracts. For example, the inability to secure or increase bonding often impedes small and diverse contractors from bidding and/or pre-qualifying with prime firms and participating on public works projects. This program helps reduce such barriers, even offering bonding collateral support (standard surety bond premiums and commissions charged are not covered by the CDABP).

Similarly, not having access to the capital needed to fund the cost of doing the contract work that you've been awarded can be a major challenge, and little to no assistance is available through traditional lending sources. Through the CDABP, the County provides for up to $250,000 of contract-based financing with a low origination fee and very low interest rate, and not tied to your financials or credit.

This is a particularly good time to enroll, because in November 2021, President Joe Biden signed a $1.2 trillion infrastructure investment plan supporting a range of construction projects in localities across the nation, including Los Angeles County. If you are a small or diverse local business, the CDABP can assist you in competing for upcoming construction contracts!

My subcontracted work hasn't required bonding in the past, so how would I benefit from participating in the CDABP? While you may not always need to provide a bond for some subcontracted work, a bond will always be required if you want to bid directly with the County on small prime contracts – and being "bondable" is a significant competitive advantage when bidding on many subcontracting opportunities. Becoming "bondable" demonstrates that your company's capacity to perform work has been assessed and vetted by a third party, which is then reflected in the dollar amount for which you can bond. Even when a bond for subcontract work is not required, it is quite common to be asked to demonstrate that your company is "bondable" in order to meet contract owner or prime requirements. Pre-qualification requirements often include demonstrating your bond underwriting and/or financial capacity to perform work. The CDABP will assist you in meeting advance requirements with primes or prime-sub contractors pursuing or performing County work.

What is the cost to participate in the CDABP? The CDABP is sponsored by the County of Los Angeles, so, with one exception, all services are offered at no cost to participating contractors! If needed, the only cost you may incur is for having a Certified Public Accountant (CPA) prepare a financial statement for your company, a requirement for bonding. For those who qualify, the program even provides a one-time subsidy toward this CPA-prepared company financial statement. If the subsidy is provided to you, you will be asked to pay the first $500 toward the preparation of your financial statement and any costs in excess of what the $3,200 subsidy covers.

The CDABP is one of the County's tools to effectively support and increase the inclusion and participation of small and diverse contractors on County projects. Because barriers impede access, CDABP is intended to reduce and eliminate barriers wherever possible.

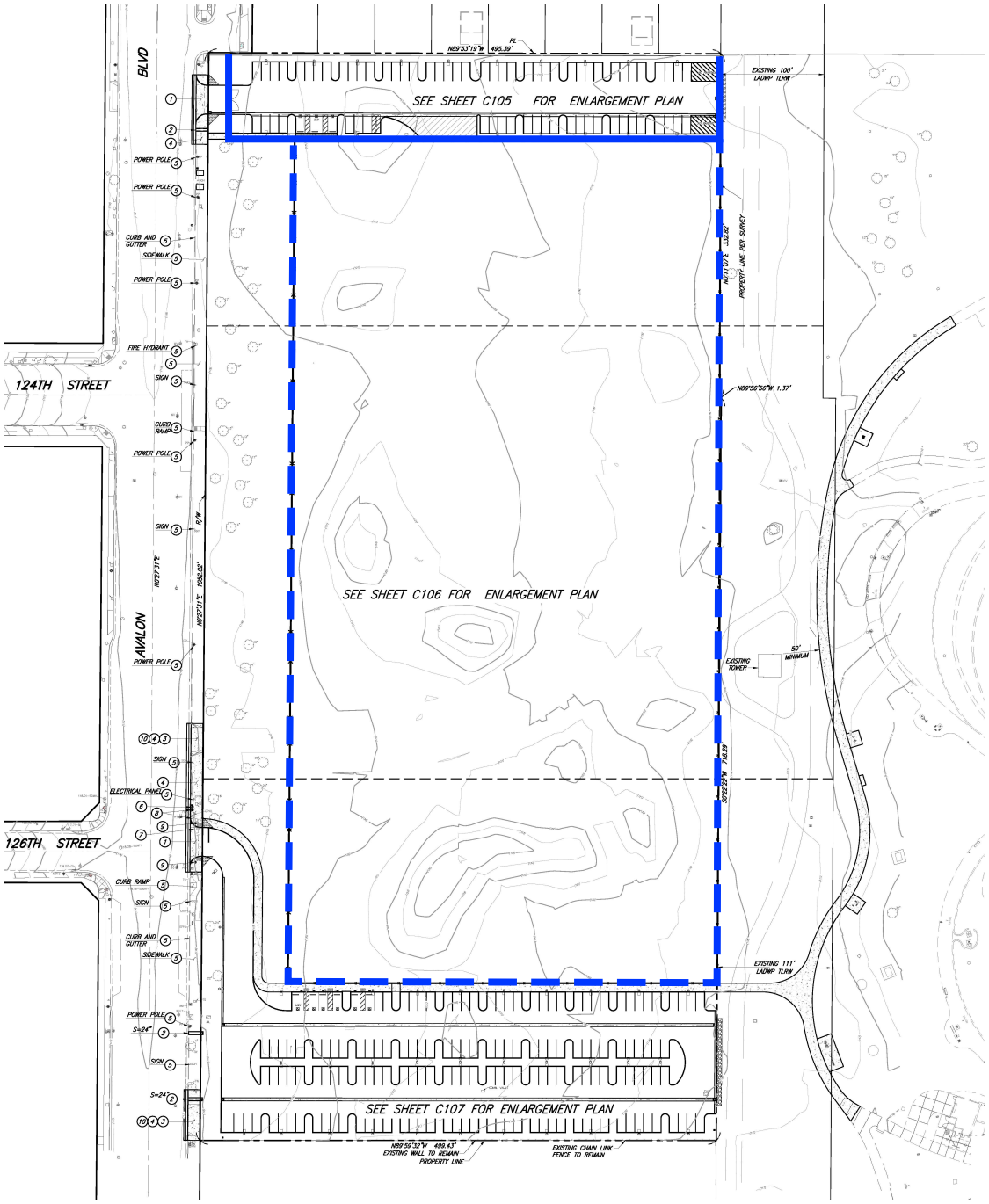
When should I look to enroll in the County's program? Should I wait until I've identified a County project for which I want to bid? Don't wait, enroll now! The earlier you enroll and have your company assessed, the sooner you'll be able to receive expert guidance and support in bidding suitable County projects. For example, getting pre-approved for a specific bonding amount will not only boost your company's credentials, but will also help you confidently identify and pursue County contracting opportunities within that range. Your CDABP Account Manager will be helping you every step of the way, including steering you toward opportunities with CDABP program prime partners. By planning ahead, your firm will be better positioned for consideration by the County's prime and larger contractors, who are always seeking qualified and certified firms to meet their project participation goals.

How long will it take for me to get approved for bonding or contract financing? The timing of the bonding or contract financing process depends mostly on you. The initial steps of preparing an underwriting package for bonding or prequalifying you for contract financing require gathering information about your company. If you have the necessary documentation and information complete and readily available, then the next steps of the process can move quickly. Your CDABP Account Manager is always on hand to answer questions and help guide you through the process.

Must I already be working with a bonding broker in order to participate? You do not already need to be working with a bonding broker. The CDABP will work with any bonding broker with whom you've already established a relationship that you wish to continue. In fact, the program can also work with your current surety agent to increase your existing bonding capacity with them as well. However, if you do not have a current broker, the program can provide for your consideration a list of brokers who work with smaller contractors and with program surety partners.

We look forward to hearing from you! Reach us at:

213-258-3000 | MWISInfo@imwis.com | www.LAConDev.com



LEGEND

PROPOSED FENCING

ALTERNATIVE FENCING ADDITION

LICENSED ARCHITECT
PAUL A. MURDOCH
No. C 19061
Ren. 11/30/2027
STATE OF CALIFORNIA

PAUL MURDOCH ARCHITECTS
6310 SAN VICENTE BLVD. #400
LOS ANGELES, CA 90048
T. 310 358-0993

BID ALTERNATE

PROPOSED AND ALTERNATIVE FENCING

EARVIN MAGIC JOHNSON PARK MAKE READY & PARKING PROJECT

NOT TO SCALE

C104.1

PRINTED: 6/3/2026

Attachment 1

GEOCON

LIMITED GEOTECHNICAL INVESTIGATION

MAGIC JOHNSON PARK – MAKE READY AND PARKING PROJECT
12416 AVALON BOULEVARD
LOS ANGELES, CALIFORNIA

MAY 8, 2026
PROJECT NO. W1500-06-29

PREPARED FOR:
Los Angeles County Public Works
Alhambra, California

Project No. W1500-06-29
May 8, 2026

Mr. Guido Pace
Los Angeles County Public Works
PMD II-5th Floor
900 South Fremont Avenue
Alhambra, CA 91803

Subject: LIMITED GEOTECHNICAL INVESTIGATION
MAGIC JOHNSON PARK – MAKE READY PARKING PROEJCT
12416 AVALON BOULEVARD, LOS ANGELES, CALIFORNIA

Ladies and Gentlemen:

In accordance with your authorization of our proposal dated April 7, 2026, we have performed a limited geotechnical investigation for the proposed Magic Johnson Park – Make Ready and parking project, located at 12416 Avalon Boulevard in the city of Los Angeles, California. The accompanying report presents the findings of our study, our conclusions and recommendations pertaining to the geotechnical aspects of the proposed design and construction.

Based on the results of our investigation, it is our opinion that the site improvements can be constructed as proposed, provided the recommendations of this report are followed and implemented during design and construction.

If you have any questions regarding this report, or if we may be of further service, please contact the undersigned.

Very truly yours,

GEOCON WEST, INC.





Angel Hernandez
Staff Engineer

Neal Berliner
GE 2576

(email) Addressee

TABLE OF CONTENTS

1. PURPOSE AND SCOPE 1
2. SITE AND PROJECT DESCRIPTION 1
3. SOIL AND GEOLOGIC CONDITIONS 2
   3.1 Artificial Fill 2
   3.2 Alluvium 2
4. GROUNDWATER 3
5. CONCLUSIONS AND RECOMMENDATIONS 4
   5.1 General 4
   5.2 Soil and Excavation Characteristics 7
   5.3 Minimum Resistivity, pH, and Water-Soluble Sulfate 7
   5.4 Grading 8
   5.5 Conventional Foundation Design – Perimeter Screen Walls 9
   5.6 Deepened Foundation Design – End-Bearing Caissons 11
   5.7 Deepened Foundation Installation (End-Bearing Caissons) 12
   5.8 Miscellaneous Foundations 13
   5.9 Lateral Design 13
   5.10 Exterior Concrete Slabs-on-Grade 14
   5.11 Preliminary Pavement Recommendations 16
   5.12 Stormwater Infiltration 17
   5.13 Temporary Excavation 19
   5.14 Slot Cutting 20
   5.15 Surface Drainage 21
   5.16 Plan Review 22

LIMITATIONS AND UNIFORMITY OF CONDITIONS

MAPS AND ILLUSTRATIONS
   Figure 1, Vicinity Map
   Figure 2, Site Plan
   Figures 3 and 4, Percolation Test Results

APPENDIX A
   FIELD INVESTIGATION
   Figures A1 through A8, Boring Logs

APPENDIX B
   LABORATORY TESTING
   Figures B1 through B7, Direct Shear Test Results
   Figures B8 through B12, Consolidation Test Results
   Figure B13 and B14, Modified Compaction Test Results
   Figures B15 and B16, Expansion Index Test Results
   Figure B17, Corrosivity Test Results

LIST OF REFERENCES

LIMITED GEOTECHNICAL INVESTIGATION

1. PURPOSE AND SCOPE

This report presents the results of the limited geotechnical investigation for the proposed Magic Johnson Park – Make Ready and Parking project, located at 12416 Avalon Boulevard in the city of Los Angeles, California (see Vicinity Map, Figure 1). The purpose of the investigation was to evaluate subsurface soil and geologic conditions underlying the site and, based on conditions encountered, to provide conclusions and recommendations pertaining to the geotechnical aspects of the proposed design and construction.

The scope of this investigation included site reconnaissance, field exploration, laboratory testing, engineering analysis, and the preparation of this report. The site was explored on April 17 and 20, 2026, by excavating eight 4-inch-diameter borings using a hand auger and digging equipment to a maximum depth of 20½ feet beneath the ground surface. Additionally, percolation testing was performed at two boring locations to determine the feasibility of stormwater infiltration for the upper site soils. The approximate locations of the exploratory borings are depicted on the Site Plan (see Figure 2). A detailed discussion of the field investigation, including boring logs, is presented in Appendix A.

Laboratory tests were performed on selected soil samples obtained during the investigation to evaluate pertinent physical and chemical soil properties. Appendix B presents a summary of the laboratory test results.

The recommendations presented herein are based on analysis of the data obtained during the investigation and our experience with similar soil and geologic conditions. References reviewed to prepare this report are provided in the *List of References* section.

If project details vary significantly from those described herein, Geocon should be contacted to determine the necessity for review and possible revision of this report.

2. SITE AND PROJECT DESCRIPTION

The subject areas of proposed improvements are within Magic Johnson Park, located at 12416 Avalon Boulevard in the city of Los Angeles, California. The site is bounded by a residential neighborhood and East 122nd Street to the north, a man-made lake to the east, a preparatory academy to the south, and Avalon Boulevard to the west. The site is relatively level, and surface water drainage at the site appears to sheet flow along the existing topography to the city streets and surrounding areas.

Based on the information provided by the Client, it is our understanding that the proposed improvements will consist of two asphalt -paved parking areas (north and south), light poles (up to 24 feet in height), masonry perimeter walls (up to 8 feet in height), fencing, and trash enclosures. The existing site conditions and proposed improvements are illustrated on the Site Plan (see Figure 2).

Once the design phase and structure loading configuration, if any, proceed to a more finalized plan, the recommendations within this report should be reviewed and revised, if necessary. Any changes in the design, location, or elevation of proposed improvements, as outlined in this report, should be reviewed by this office. Geocon should be contacted to determine the necessity for review and possible revision of this report.

3. SOIL AND GEOLOGIC CONDITIONS

Based on published geologic maps of the area, the site is underlain by artificial fill and Holocene-age alluvial fan deposits. Detailed stratigraphic profiles of the materials encountered at the site are provided on the boring logs in Appendix A.

3.1 Artificial Fill

Artificial fill was generally encountered at depths between 2 and 3 feet below the existing ground surface during our site explorations. However, a deeper accumulation on the order of approximately 4½ to 7 feet was encountered at borings B6, B7, and B8. The artificial fill generally consists of brown and dark brown silty sand and sandy silt that can be characterized as slightly moist to moist and loose to medium dense or soft to firm with varying amounts of course-grained sand and fine- to coarse-grain gravel. The fill is likely the result of past grading or construction activities at the site. Deeper fill may exist between excavations and in other portions of the site that were not directly explored.

3.2 Alluvium

Pleistocene age alluvium was encountered beneath the fill in all borings excavated to the maximum depth explored of 20½ feet below the existing ground surface. The alluvium generally consists of brown to light brown silty sand, sand with silt, sandy silt, clayey sand, well-graded sand with silt and poorly graded sand. The alluvial soils are characterized as slightly moist to moist and loose to medium dense or soft to firm.

4. GROUNDWATER

Review of the Seismic Hazard Zone Report for the Canoga Park Quadrangle (California Division of Mines and Geology [CDMG], 1997) indicates that the historically highest groundwater level in the area is on the order of 30 feet beneath the existing ground surface. Groundwater information presented in this document is generated from data collected in the early 1900's to the late 1990s.

Groundwater was not encountered in our borings drilled to a maximum depth of approximately 20½ feet below the existing ground surface. However, it is not uncommon for groundwater levels to vary seasonally or for groundwater seepage conditions to develop where none previously existed (especially in impermeable fine-grained soils which are heavily irrigated or after seasonal rainfall). Groundwater seepage levels encountered during construction may actually be higher than those encountered during our investigation. In addition, recent requirements for stormwater infiltration could result in shallower seepage conditions in the region. Proper surface drainage of irrigation and precipitation will be critical for the future performance of the project. Recommendations for drainage are provided in the *Surface Drainage* section of this report (see Section 5.15).

5. CONCLUSIONS AND RECOMMENDATIONS

5.1 General

5.1.1 It is our opinion that neither soil nor geologic conditions were encountered during the investigation that would preclude the construction of the proposed improvements, provided the recommendations presented herein are followed and implemented during design and construction.

5.1.2 Artificial fill was generally encountered at depths between 2 and 3 feet below the existing ground surface during our site explorations. However, a deeper accumulation on the order of approximately 4½ to 7 feet was encountered at borings B6, B7, and B8. The existing fill is believed to be the result of past grading and/or construction activities at the site. Deeper fill may exist in other areas of the site that were not directly explored. It is our opinion that the existing fill, in its present condition, is not suitable for direct support of proposed improvements. However, the existing fill and site soils are suitable for re-use as engineered fill, provided the recommendations in the *Grading* section of this report are followed (see Section 5.4).

5.1.3 It is our understanding that masonry perimeter screen walls are proposed along the northern and southern property boundaries of the north and south parking lots. Proposed screen walls will be up to 8 feet in height. The proposed screen wall improvements may be supported on conventional foundations deriving support in competent, undisturbed alluvium below a depth of 3 feet. Foundations should be deepened as necessary to penetrate through existing fill and unsuitable soils and derive support in the competent, undisturbed alluvium. The limits of existing fill and/or soft soil removal will be verified by the Geocon representative during site grading activities. Recommendations for the design of a conventional foundation system are provided in Section 5.5.

5.1.4 As indicated above, a deeper accumulation of existing artificial fill, on the order of approximately 4½ to 7 feet, was encountered at borings B6, B7, and B8. Based on the depth of artificial fill encountered in the immediate vicinity of the proposed masonry perimeter screen wall improvements on the southern parking lot, excavations on the order of up to 7 feet in height may be required for the construction of the foundation system for the perimeter wall. Performing deep open excavations adjacent to existing structures or off-site improvements could potentially remove lateral support and/or undermine the existing foundations and improvements. Based on these considerations and as an alternative to the use of a conventional foundation system, the proposed improvements may be supported by a deepened foundation consisting of a series of pad footings or end bearing, drilled, cast-in-place concrete caissons. Foundations should be deepened as necessary to penetrate through any unsuitable soils and derive support in the competent alluvial soils. The use of such a foundation system will not require a continuous excavation along the property boundary and, therefore, will maintain the necessary lateral support for the existing foundation or offsite improvements. Additionally, deepening foundations minimizes excavation complexity and eliminates the need for slot cutting or shoring. Once the pad footings and or caissons are placed, a grade beam can be placed at the ground surface spanning across the tops of the caissons and/or pad foundations. The appropriate span between pads/caissons should be determined by a qualified structural engineer. All foundation excavations must be observed and approved in writing by the Geotechnical Engineer prior to placement of steel or concrete. Recommendations for caisson foundations are provided in section 5.6 of this report.

5.1.5 Proposed light poles may be supported on drilled cast-in-place concrete end-bearing caissons deriving support in the competent undisturbed alluvial soils generally found at or below the depth of 3 feet. Foundations should be deepened as necessary to penetrate through any unsuitable soils and derive support in the competent, undisturbed alluvial soils. All foundation excavations must be observed and approved in writing by the Geotechnical Engineer prior to placement of steel or concrete. Recommendations for the design and installation of caisson foundations are provided in sections 5.6 and 5.7 of this report.

5.1.6 Where new paving is to be placed, it is recommended that existing fill soils and soft alluvial soils be excavated and properly compacted for paving support. The client should be aware that excavation and compaction of existing fill in the area of new paving is not required; however, paving constructed over existing uncertified fill or unsuitable soils may experience increased settlement and/or cracking, and may therefore have a shorter design life and increased maintenance costs. As a minimum, the upper 12 inches of soil should be scarified, moisture conditioned to approximately 2 percent above optimum moisture content, and properly compacted for paving support. Paving recommendations are provided in the *Preliminary Pavement Recommendations* section of this report (see Section 5.11).

5.1.7 Foundations for small outlying structures, such as block walls up to 6 feet high, planter walls, and trash enclosures, which will not be tied to existing or proposed structures, may be supported on conventional foundations bearing on a minimum of 12 inches of newly placed engineered fill, which extends laterally at least 12 inches beyond the foundation area. Where excavation and proper compaction cannot be performed, foundations may derive support directly from the undisturbed alluvium. Foundations should be deepened as necessary to maintain a minimum of 12-inch embedment into recommended bearing materials. If the soils exposed in the excavation bottom are soft or loose, compaction of the soft soils will be required prior to placing steel or concrete. Compaction of the foundation excavation bottom is typically accomplished with a compaction wheel or mechanical whacker and must be observed and approved in writing by a Geocon representative.

5.1.8 All excavations must be observed and approved in writing by the Geotechnical Engineer (a representative of Geocon) prior to the placement of bedding materials, fill, gravel, steel, or concrete.

5.1.9 During the field exploration, percolation testing was performed in borings B2 and B6 to determine the feasibility of stormwater infiltration. A detailed discussion of the results and infiltration recommendations is provided in the *Stormwater Infiltration* section of this report (see Section 5.12).

5.1.10 Any changes in the design, location, or elevation, as outlined in this report, should be reviewed by this office. Geocon should be contacted to determine the necessity for review and possible revision of this report.

5.2 Soil and Excavation Characteristics

5.2.1 The in-situ soils can be excavated with moderate effort using conventional excavation equipment. Some caving should be anticipated in unshored excavations, especially where granular soils are encountered.

5.2.2 It is the responsibility of the contractor to ensure that all excavations and trenches are properly shored and maintained in accordance with applicable OSHA rules and regulations to maintain safety and maintain the stability of existing adjacent improvements.

5.2.3 The upper 3 feet of existing site soils encountered during the investigation are considered to have a "low to medium" expansive potential (EI = 24 & 62) and are classified as "expansive" in accordance with the 2025 California Building Code (CBC) Section 1803.5.3. The recommendations presented herein assume that foundations and slabs will derive support in these materials.

5.3 Minimum Resistivity, pH, and Water-Soluble Sulfate

5.3.1 Potential of Hydrogen (pH) and resistivity testing, as well as chloride content testing were performed on representative samples of soil to generally evaluate the corrosion potential to surface utilities. The tests were performed in accordance with California Test Method Nos. 643 and 422, and indicate that the soils are considered "corrosive" with respect to corrosion of buried ferrous metals on site. The results are presented in Appendix B (Figure B17) and should be considered for the design of underground structures. Due to the corrosive potential of the soil, it is recommended that PVC, ABS, or other approved plastic piping be utilized in lieu of cast-iron when in direct contact with the site soils.

5.3.2 Laboratory tests were performed on representative samples of the on-site soil to measure the percentage of water-soluble sulfate content. Results from the laboratory water-soluble sulfate tests are presented in Appendix B (Figure B17) and indicate that the on-site soil possesses a sulfate exposure class of "S0" to concrete structures as defined by 2025 CBC Section 1904 and ACI 318 Chapter 19.

5.3.3 Geocon West, Inc. does not practice in the field of corrosion engineering and mitigation. If corrosion-sensitive improvements are planned, it is recommended that a corrosion engineer be retained to evaluate corrosion test results and incorporate the necessary precautions to avoid premature corrosion of buried metal pipes and concrete structures in direct contact with the soils.

5.4 Grading

5.4.1 Grading is anticipated to include subgrade preparation for the proposed pavement improvements, foundations for light poles and ancillary improvements, and installation of stormwater infiltration systems.

5.4.2 A preconstruction conference should be held at the site prior to the beginning of excavation operations, with the owner, contractor, civil engineer, geotechnical engineer, and building official in attendance. Special soil handling requirements can be discussed at that time.

5.4.3 Earthwork should be observed, and compacted fill should be tested by representatives of Geocon West, Inc. The existing fill and alluvial soil encountered during exploration are suitable for re-use as an engineered fill, provided that any encountered oversize material (greater than 6 inches) and any encountered deleterious debris are removed.

5.4.4 Grading should commence with the removal of existing vegetation and existing improvements from the area to be graded. Deleterious debris, such as wood and root structures, should be exported from the site and should not be mixed with the fill soils. Asphalt and concrete should not be mixed with the fill soils unless approved by the Geotechnical Engineer. Existing underground improvements planned for removal should be excavated, and the resulting depressions properly backfilled in accordance with the procedures described herein. Once a clean excavation bottom has been established, it must be observed and approved in writing by the Geotechnical Engineer (a representative of Geocon West, Inc.).

5.4.5 Proposed improvements may be supported on conventional foundations and/or end-bearing caissons deriving support in competent undisturbed alluvium. Foundations should be deepened as necessary to penetrate through any unsuitable soils and derive support in the recommended bearing materials.

5.4.6 All fill and backfill soils should be placed in horizontal loose layers approximately 6 to 8 inches thick, moisture conditioned to approximately 2 percent above optimum moisture content, and properly compacted to a minimum 90 percent of the maximum dry density in accordance with ASTM D 1557 (latest edition).

5.4.7 Although not anticipated for this project, all imported fill should be observed, tested, and approved by Geocon West, Inc. prior to bringing soil to the site. Import fill should consist of the characteristics presented in the table below.

SUMMARY OF IMPORT FILL RECOMMENDATIONS

Soil Characteristic	Values
Expansion Potential	"Very Low" (Expansion Index of 40 or less)
Particle Size	Maximum Dimension Less Than 6 Inches
	Free of Debris
Corrosivity	Less Detrimental Than Existing Onsite Soils

5.4.8. Where new paving is to be placed, it is recommended that existing fill and soft alluvium be excavated and properly compacted for paving support. The client should be aware that excavation and compaction of all existing fill and soft alluvial soils in the area of new paving is not required; however, paving constructed over existing uncertified fill or unsuitable alluvial soil may experience increased settlement and/or cracking, and may therefore have a shorter design life and increased maintenance costs. As a minimum, the upper 12 inches of soil should be scarified, moisture conditioned to approximately 2 percent above optimum moisture content, and compacted to at least 95 percent relative compaction, as determined by ASTM D 1557 (latest edition). Paving recommendations are provided in the *Preliminary Pavement Recommendations* section of this report (see Section 5.11).

5.4.9 Utility trenches should be properly backfilled in accordance with the following requirements. The pipe should be bedded with clean sands (Sand Equivalent greater than 30) to a depth of at least 1 foot over the pipe, and the bedding material must be inspected and approved in writing by the Geotechnical Engineer (a representative of Geocon). The use of gravel is not acceptable unless used in conjunction with filter fabric to prevent the gravel from having direct contact with soil. The remainder of the trench backfill may be derived from onsite soil or approved import soil, compacted as necessary, until the required compaction is obtained. The use of a minimum 2-sack slurry is also acceptable as backfill. Prior to placing any bedding materials or pipes, the excavation bottom must be observed and approved in writing by the Geotechnical Engineer (a representative of Geocon).

5.4.10 All trench and foundation excavation bottoms must be observed and approved in writing by the Geotechnical Engineer (a representative of Geocon), prior to placing bedding materials, fill, steel, gravel, or concrete.

5.5 Conventional Foundation Design – Perimeter Screen Walls

5.5.1 Conventional spread foundations may be used for support of the proposed masonry perimeter screen wall improvements, provided foundations derive support in competent, undisturbed alluvium found below the depth of 3 feet.

5.5.2 Conventional shallow spread foundations for proposed improvements should be designed using the parameters in the following table.

SUMMARY OF FOUNDATION RECOMMENDATIONS

Parameter	Value
Minimum Continuous Foundation Width	12 Inches
Minimum Isolated Foundation Width	24 Inches
Minimum Foundation Depth	18 Inches Below Lowest Adjacent Grade & 12 inches into recommended bearing material
Minimum Steel Reinforcement	4 No. 4 Bars, 2 Top and 2 Bottom
Allowable Bearing Pressure – Continuous Foundation	2,000 psf
Allowable Bearing Capacity – Isolated Foundation	2,200 psf
Bearing Capacity Increase	250 psf per Foot of Width
	500 psf per Foot of Depth
Maximum Allowable Bearing Capacity	3,000 psf
Estimated Total Static Settlement	Less than ½ Inch
Estimated Differential Settlement	¼ Inch over 20 Feet

5.5.3 The above foundation dimensions and minimum reinforcement recommendations are based on soil conditions and building code requirements only and are not intended to be used in lieu of those required for structural purposes.

5.5.4 The allowable bearing pressures may be increased by one-third for transient loads due to wind or seismic forces.

5.5.5 Foundation excavations should be observed and approved in writing by the Geotechnical Engineer (a representative of Geocon West, Inc.), prior to the placement of reinforcing steel and concrete to verify that the excavations and exposed soil conditions are consistent with those anticipated. If unanticipated soil conditions are encountered, foundation modifications may be required.

5.5.6 No special subgrade presaturation is required prior to placement of concrete. However, the slab and foundation subgrade should be sprinkled as necessary to maintain a moist condition as would be expected in any concrete placement.

5.5.7 Once the design and foundation loading configurations for the proposed improvements proceeds to a more finalized plan, the estimated settlements presented in this report should be reviewed and revised, if necessary. If the final foundation loading configurations are greater than the assumed loading conditions, the potential for settlement should be reevaluated by this office.

5.6 Deepened Foundation Design – End-Bearing Caissons

5.6.1 The proposed perimeter screen wall, light poles, and fencing improvements may be supported on a cast-in-drilled-hole end-bearing caisson foundation system deriving support in the competent, undisturbed alluvial soils. Caissons should be a minimum of 18 inches in diameter and should be deepened as necessary to penetrate through any encountered artificial fill or unsuitable soils. Caissons may be assumed fixed at an embedment depth of 5 feet below the ground surface. Where not protected by pavement, the upper two feet of soil should be ignored when calculating axial and lateral capacity. All foundation excavations must be observed and approved by the Geotechnical Engineer (a representative of Geocon), prior to placing steel or concrete.

5.6.2 Caissons may be designed for an allowable bearing capacity of 2,000 pounds per square foot provided they are embedded a minimum of 24 inches into the competent undisturbed alluvial soil generally found below a depth of 3 feet. The soil bearing pressure above may be increased by 200 psf and 400 psf for each additional foot of foundation diameter and depth, respectively, up to a maximum allowable soil bearing pressure of 3,000 psf.

5.6.3 Uplift capacity may be assumed to be ½ the allowable downward capacity. The caisson capacities indicated above are for the total of dead and frequently applied live loads and may be increased by one-third for short-duration loading, which includes the effects of transient wind or seismic forces

5.6.4 The maximum expected total settlement for improvements supported on a caisson foundation system is estimated to be ½ inch. The majority of settlements are anticipated to occur on initial application of loading; however, minor additional settlements are expected within the first 12 months.

5.6.5 All drilled caisson excavations must be continuously observed by personnel of this firm to verify adequate depth and penetration into the recommended bearing materials. Foundation excavations should be observed and approved in writing by the Geotechnical Engineer (a representative of Geocon West, Inc.), prior to the placement of reinforcing steel and concrete.

5.7 Deepened Foundation Installation (End-Bearing Caissons)

5.7.1 Casing will be required to prevent excessive caving in drilled excavations, especially where granular soils are encountered. The contractor should have casing available and should be prepared to use it. If casing is used, extreme care should be employed so that the caisson is not pulled apart as the casing is withdrawn. At no time should the distance between the surface of the concrete and the bottom of the casing be less than 5 feet. Continuous observation of the drilling and pouring of the caissons by the Geotechnical Engineer (a representative of Geocon West, Inc.), is required.

5.7.2 Caissons will require the complete removal of all loose earth materials from the bottom of the excavation since the end-bearing capacity is utilized for foundation support. All drilled caisson excavations should be continuously observed by personnel of this firm to verify adequate penetration into the recommended bearing materials.

5.7.3 Groundwater seepage was not encountered in the borings excavated to depths up to 20½ feet beneath the existing ground surface. Although not anticipated, caissons placed below the water level require the use of a tremie to place the concrete into the bottom of the hole. A tremie shall consist of a water-tight tube with a hopper at the top. The tube shall be equipped with a device that will close the discharge end and prevent water from entering the tube while it is being charged with concrete. The tremie shall be supported so as to permit free movement of the discharge end over the entire top surface of the work and to permit rapid lowering when necessary to retard or stop the flow of concrete. The discharge end shall be closed at the start of the work to prevent water from entering the tube and shall be entirely sealed at all times, except when the concrete is being placed. The tremie tube shall be kept full of concrete. The flow shall be continuous until the work is completed, and the resulting concrete seal shall be monolithic and homogeneous. The tip of the tremie tube shall always be kept about 5 feet below the surface of the concrete, and definite steps and safeguards should be taken to ensure that the tip of the tremie tube is never raised above the surface of the concrete.

5.7.4 A special concrete mix should be used for concrete to be placed below water. The design shall provide for concrete with a strength of 1,000 psi over the initial job specification. An admixture that reduces the problem of segregation of paste/aggregates and dilution of paste shall be included. The slump shall be commensurate with any research report for the admixture, provided that it shall also be the minimum for a reasonable consistency for placing when water is present.

5.8 Miscellaneous Foundations

5.8.1 Foundations for small outlying structures, such as non-retaining block walls up to 6 feet in height, planter walls, and trash enclosures, which will not be tied to existing or proposed structures, may be supported on conventional foundations bearing on a minimum of 12 inches of newly placed engineered fill, which extends laterally at least 12 inches beyond the foundation area. Where excavation and compaction cannot be performed, such as adjacent to property lines, foundations may derive support in the undisturbed alluvium and should be deepened as necessary to maintain a minimum 12 inch embedment into the alluvium.

5.8.2 If the soils exposed in the excavation bottom are soft, compaction of the soft soils will be required prior to placing steel or concrete. Compaction of the foundation excavation bottom is typically accomplished with a compaction wheel or mechanical whacker and must be observed and approved by a Geocon representative. Miscellaneous foundations may be designed for a bearing value of 1,500 psf, and should be a minimum of 12 inches in width, 18 inches in depth below the lowest adjacent grade, and 12 inches into the recommended bearing material. The allowable bearing pressure may be increased by up to one-third for transient loads due to wind or seismic forces.

5.8.3 Foundation excavations should be observed and approved in writing by the Geotechnical Engineer (a representative of Geocon West, Inc.), prior to the placement of reinforcing steel and concrete, to verify that the excavations and exposed soil conditions are consistent with those anticipated.

5.9 Lateral Design

5.9.1 Resistance to lateral loading may be provided by friction acting at the base of foundations, slabs, and by passive earth pressure. An allowable coefficient of friction of 0.35 may be used with the dead load forces in the newly placed engineered fill or undisturbed alluvial soils.

5.9.2 Passive earth pressure for the sides of conventional foundations and caissons poured against undisturbed alluvial soils may be computed as an equivalent fluid having a density of 260 pounds per cubic foot (pcf) with a maximum earth pressure of 2,600 psf. Where the upper portions of the caissons are poured against the existing fill soils, the passive value should be reduced to 150 pounds per cubic foot (pcf). For design purposes, this may be assumed to be the upper 3 feet of existing fill soils.

5.9.3 If caissons are spaced at least at least 8 diameters on-center when loaded in-line and at least 3 diameters on-center when loaded in parallel, no reduction in lateral capacity is considered necessary for group effects. If so spaced, caissons may be considered isolated, and the allowable passive pressure may be doubled based on isolated caissons conditions. If caissons spacing is closer, an evaluation for group effects, including appropriate reductions, should be incorporated into the caissons design based on caissons dimension, spacing, and the direction of loading.

5.9.4 To develop the full passive lateral value, provisions should be implemented to ensure firm contact between the caissons and the underlying soils.

5.10 Exterior Concrete Slabs-on-Grade

5.10.1 Exterior concrete slabs-on-grade subject to vehicle loading should be designed in accordance with the recommendations in the *Preliminary Pavement Recommendations* section of this report (Section 5.11).

5.10.2 Exterior slabs for walkways and flatwork, not subject to traffic loads, should be at least 4 inches thick and reinforced with No. 3 steel reinforcing bars placed 18 inches on center in both horizontal directions, positioned near the slab midpoint. Prior to the construction of slabs, the upper 12 inches of subgrade should be moistened to approximately 2 percent above optimum moisture content and properly compacted to at least 95 percent relative compaction, as determined by ASTM D 1557 (latest edition). Crack control joints should be spaced at intervals not greater than 8 feet and should be constructed using saw-cuts or other methods as soon as practical following concrete placement. Crack control joints should extend a minimum depth of one-fourth the slab thickness. Construction joints should be designed by the project's structural engineer.

5.10.3 The moisture content of the slab subgrade should be maintained and sprinkled as necessary to maintain a moist condition, as would be expected in any concrete placement.

5.10.4 Slabs-on-grade at the ground surface that may receive moisture-sensitive floor coverings or may be used to store moisture-sensitive materials should be underlain by a vapor retarder placed directly beneath the slab. The vapor retarder and acceptable permeance should be specified by the project architect or developer based on the type of floor covering that will be installed. The vapor retarder selection and design should be consistent with the guidelines presented in Section 9.3 of the American Concrete Institute's (ACI) Guide for Concrete Slabs that Receive Moisture-Sensitive Flooring Materials (ACI 302.2R-06) as well as ASTM E1745, and should be installed in general conformance with ASTM E1643 (latest edition) and the manufacturer's recommendations. A minimum thickness of 15 mils of extruded polyolefin plastic is recommended; vapor retarders that contain recycled content or woven materials are not recommended. The vapor retarder should have a permeance of less than 0.01 perms as demonstrated by testing before and after mandatory conditioning. The vapor retarder should be installed in direct contact with the concrete slab with a proper perimeter seal. If the California Green Building Code requirements apply to this project, the vapor retarder should be underlain by 4 inches of clean aggregate. It is important that the vapor retarder be puncture-resistant since it will be in direct contact with angular gravel. As an alternative to the clean aggregate suggested in the Green Building Code, it is our opinion that the concrete slab-on-grade may be underlain by a vapor retarder over 4 inches of clean sand (sand equivalent greater than 30), since the sand will serve a capillary break and will minimize the potential for punctures and damage to the vapor barrier.

5.10.5 For seismic design purposes, a coefficient of friction of 0.35 may be utilized between concrete slabs and subgrade soils without a moisture barrier, and 0.15 for slabs underlain by a moisture barrier.

5.10.6 The recommendations of this report are intended to reduce the potential for cracking of slabs due to settlement. However, even with the incorporation of the recommendations presented herein, foundations, stucco walls, and slabs-on-grade may exhibit some cracking due to minor soil movement and/or concrete shrinkage. The occurrence of concrete shrinkage cracks is independent of the supporting soil characteristics. Their occurrence may be reduced and/or controlled by limiting the slump of the concrete, proper concrete placement and curing, and by the placement of crack control joints at periodic intervals, in particular, where re-entrant slab corners occur.

5.11 Preliminary Pavement Recommendations

5.11.1 Where new paving is to be placed, it is recommended that existing fill and soft alluvium materials be excavated and properly compacted for paving support. The client should be aware that excavation and compaction of all existing artificial fill and soft alluvium in the area of new paving is not required; however, paving constructed over existing uncertified fill or unsuitable alluvium material may experience increased settlement and/or cracking, and may therefore have a shorter design life and increased maintenance costs. As a minimum, the upper 12 inches of paving subgrade should be scarified, moisture conditioned to approximately 2 percent above optimum moisture content, and properly compacted to at least 95 percent relative compaction, as determined by ASTM D 1557 (latest edition).

5.11.2 The following pavement sections are based on an assumed R-Value of 20. Once site grading activities are complete, an R-Value should be obtained by laboratory testing to confirm the properties of the soils serving as paving subgrade, prior to placing pavement.

5.11.3 The Traffic Indices listed below are estimates. Geocon does not practice in the field of traffic engineering. The actual Traffic Index for each area should be determined by the project civil engineer. If pavement sections for Traffic Indices other than those listed below are required, Geocon should be contacted to provide additional recommendations. Pavement thicknesses were determined following procedures outlined in the *California Highway Design Manual* (Caltrans) for pavements with a 20-year design life. It is anticipated that the majority of traffic will consist of automobile and large truck traffic.

FLEXIBLE PAVEMENT DESIGN SECTIONS

Location	Estimated Traffic Index (TI)	Asphalt Concrete (inches)	Class 2 Aggregate Base (inches)
Automobile Parking and Driveways	4.0	3.0	4.0
Trash Truck & Fire Lanes	7.0	4.0	12

5.11.4 Asphalt concrete should conform to Section 203-6 of the "*Standard Specifications for Public Works Construction"* (Green Book). Class 2 aggregate base materials should conform to Section 26-1.02A of the "*Standard Specifications of the State of California, Department of Transportation"* (Caltrans). The use of Crushed Miscellaneous Base (CMB) in lieu of Class 2 aggregate base is acceptable. Crushed Miscellaneous Base should conform to Section 200-2.4 of the "*Standard Specifications for Public Works Construction"* (Green Book).

5.11.5 Unless specifically designed and evaluated by the project structural engineer, where exterior concrete paving will be utilized for support of vehicles, it is recommended that the concrete be a minimum of 6 inches of concrete reinforced with No. 3 steel reinforcing bars placed 18 inches on center in both horizontal directions. Concrete paving supporting vehicular traffic should be underlain by a minimum of 4 inches of aggregate base and a properly compacted subgrade. The subgrade and base material should be compacted to 95 percent relative compaction as determined by ASTM D 1557 (latest edition).

5.11.6 The performance of pavements is highly dependent upon providing positive surface drainage away from the edge of pavements. Ponding of water on or adjacent to the pavement will likely result in saturation of the subgrade materials and subsequent cracking, subsidence, and pavement distress. If planters are planned adjacent to paving, it is recommended that the perimeter curb be extended at least 12 inches below the bottom of the aggregate base to minimize the introduction of water beneath the paving.

5.12 Stormwater Infiltration

5.12.1 During the site exploration on April 17, 2026, percolation testing was performed in borings B2 and B6. The borings were excavated to a depth of 10½ and 15½, feet below ground surface, respectively. Slotted casing was placed in the boring, and the annular space between the casing and excavation was filled with a filter pack. The borings were then filled with water to pre-saturate the soils. The casing was refilled with water, and percolation test readings were performed after repeated flooding of the cased excavation.

5.12.2 Based on the test results, the field-measured percolation rate and the design infiltration rate are provided in the following table. The Reduction Factor (Rf), to convert the field-measured percolation rate to an infiltration rate, is also shown in the table below. This value has been calculated in accordance with the Small Diameter Boring Infiltration Test Procedure in the County of Los Angeles Department of Public Works GMED *Guidelines for Design, Investigation, and Reporting Low Impact Development Stormwater Infiltration* (June 2021). Calculations of the percolation rate, reduction factor, and infiltration rate are provided on Figures 3 and 4.

Boring	Infiltration Depth (ft)	Soil Type (USCS)	Field Measured Infiltration Rate (in/hour)	Reduction Factor (Rf)	Design Infiltration Rate (in / hour)
B2	10-15½	Sandy Silt (ML)	3.19	4.0	0.8
B6	5-10½	Sandy Silt (ML) & Sandy Clay (SC)	1.45	4.0	0.36

5.12.3 Based on the test method utilized (Boring Percolation Test), the reduction factor RFt may be taken as 1.0 in the infiltration system design. Based on the number of tests performed and consistency of the soils throughout the site, it is suggested that the reduction factor RFv be taken as 1.0. In addition, provided proper maintenance is performed to minimize long-term siltation and plugging, the reduction factor RFs may be taken as 2.0. Additional correction factors may be required and should be applied by the engineer in responsible charge of the design of the stormwater infiltration system, based on applicable guidelines.

5.12.4 The results of the percolation testing indicate that the soils at depths in the above table are conducive to infiltration. It is our opinion that the soil zone encountered at the depth and location as listed in the table above is suitable for infiltration of stormwater.

5.12.5 The infiltration system must be located such that the closest distance between an adjacent foundation is at least 15 feet in all directions from the zone of saturation and should be offset a minimum of 10 feet from property lines. The zone of saturation may be assumed to project downward from the discharge of the infiltration facility at a gradient of 1:1. The stormwater infiltration system must still be sufficiently deep to maintain the 10-foot vertical offset between the bottom of the footing and the zone of saturation. Additional property line or foundation setbacks may be required by the governing jurisdiction and should be incorporated into the stormwater infiltration system design as necessary.

5.12.6 Where the infiltration system penetrates below the foundation influence line, the proposed stormwater infiltration system must be designed to resist the surcharge from the adjacent foundation. The foundation surcharge line may be assumed to project down and away from the bottom of the foundation at a 1:1 gradient.

5.12.7 Subsequent to the placement of the infiltration system, it is acceptable to backfill the resulting void space between the excavation sidewalls and the infiltration system with minimum two-sack slurry provided the slurry is not placed in the infiltration zone. It is recommended that pea gravel be utilized adjacent to the infiltration zone so communication of water to the soil is not hindered.

5.12.8 Due to the preliminary nature of the project at this time, the type of stormwater infiltration system and the location of the stormwater infiltration systems have not yet been determined. The design drawings should be reviewed and approved by the Geotechnical Engineer. The installation of the stormwater infiltration system should be observed and approved by the Geotechnical Engineer (a representative of Geocon).

5.13 Temporary Excavation

5.13.1 Other than drilled caissons, excavations of up to 5 feet in height may be required during construction activities. The excavations are expected to expose artificial fill and alluvial soils, which are subject to caving where granular soils are encountered. Vertical excavations up to 5 feet in height may be attempted by the contractor where loose soils or caving sands are not present, and where not surcharged by adjacent traffic or structures.

5.13.2 Vertical excavations greater than 5 feet or where surcharged by existing structures will require sloping or shoring measures in order to provide a stable excavation. Where sufficient space is available, temporary unsurcharged embankments could be sloped back at a uniform 1:1 slope gradient or flatter up to a maximum of 10 feet in height. A uniform slope does not have a vertical portion.

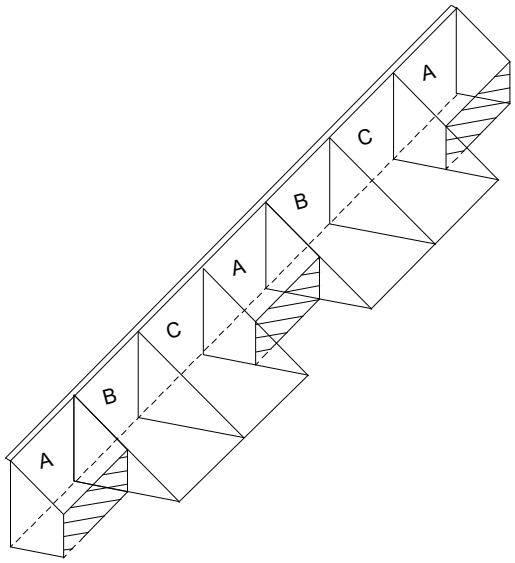
5.13.3 Performing continuous vertical excavations along property lines or adjacent to an existing structure could remove support from the property and/or structure, which is not acceptable. Excavations in close proximity to an adjacent property line or structure will require special excavation measures such as shoring or slot cutting. Recommendations for slot cutting are provided in the following section.`

5.13.4 Where temporary construction slopes are utilized, the top of the slope should be barricaded to prevent vehicles and storage loads at the top of the slope within a horizontal distance equal to the height of the slope. If the temporary construction slopes are to be maintained during the rainy season, berms are suggested along the tops of the slopes where necessary to prevent runoff water from entering the excavation and eroding the slope faces. The soils exposed in the cut slopes should be inspected during excavation by our personnel so that modifications of the slopes can be made if variations in the soil conditions occur. All excavations should be stabilized within 30 days of initial excavation.

5.14 Slot Cutting

5.14.1 The slot-cutting method employs the earth as a buttress and allows the earth excavation to proceed in phases. Where slot-cutting is used for foundation construction, the proposed construction techniques should be discussed with the structural engineer so that appropriate modifications can be made to the foundation design; such as additional reinforcing or details for doweling.

5.14.2 It is recommended that the initial temporary excavation along the property line be sloped back at a uniform 1:1 (H:V) slope gradient or flatter for excavation of the existing soils to the necessary depth. The temporary excavation should not extend below the surcharge area of any adjacent foundations. The surcharge area may be defined by a 1:1 projection down and away from the bottom of an existing foundation. The temporary slope may then be excavated using the slot-cutting (see illustration below).



5.14.3 Alternate "A" slots of 6 feet in width may be worked. The remaining earth buttresses ("B" and "C" slots) should also be 6 feet in width. The wall, foundation, or backfill should be completed in the "A" slots to a point where support of the offsite property and/or any existing structures is restored before the "B" slots are excavated. After completing the wall, foundation, or backfill in the "B" slots, finally the "C" slots may be excavated. Slot-cutting is not recommended for vertical excavations greater than 5 feet in height. A slot-cut calculation is provided in the following table and assumes a 500 pound per linear foot (plf) surcharge load will be acting on the excavation. If additional surcharge loads are present, the slot-cut calculation should be revised as necessary.

Slot Cut Calculation

Input:

Heigth of Slots	(H)	5.00	feet
Unit Weight of Soils	(γ)	125.0	pcf
Friction Angle of Soils	(ϕ)	32.0	degrees
Cohesion of Soils	(c)	150.0	psf
Factor of Safety	(FS)	1.25	

Factor of Safety = Resistance Force/Driving Force

Design Equations

$b = H/(\tan \alpha)$

$A = 0.5*H*b$

$W = 0.5*H*b*\gamma$ *(per lineal foot of slot width)*

$F_1 = d*W*(\sin \alpha)$

$R_1 = d*[W*(\cos\alpha)*(\tan \phi)+(c*b)]$

$R_2 = 2*[(0.5*H*b)*c]$

FS = Resistance Force/Driving Force

$FS = (R_1+R_2)/(F_1)$

Surcharge Pressure:

Line Load Surcharge	(q_L)	500.0	plf
Distance Away from Excavation	(X)	0.0	feet

Failure Angle (α) degrees	Width of Failure Wedge (b) feet	Area of Wedge (A) feet^2	Weight of Wedge (W) lbs/lineal foot	Driving Force (F_1) Wedge + Surcharge per lineal foot of Slot Width	Resisting Force (R_1) Failure Wedge per lineal foot of Slot Width	Resisting Force (R_2) Side Resistance Force lbs	Allowable Width of Slots* (d) feet
45	5.0	13	1562.5	1458.4	1972.0	3750.0	8.0
46	4.8	12	1508.9	1445.1	1914.6	3621.3	8.0
47	4.7	12	1457.1	1431.3	1859.5	3496.9	8.0
48	4.5	11	1406.9	1417.1	1806.5	3376.5	8.0
49	4.3	11	1358.3	1402.4	1755.6	3259.8	8.0
50	4.2	10	1311.1	1387.4	1706.5	3146.6	8.0
51	4.0	10	1265.3	1371.9	1659.3	3036.7	8.0
52	3.9	10	1220.8	1356.0	1613.8	2929.8	8.0
53	3.8	9	1177.4	1339.7	1569.9	2825.8	8.0
54	3.6	9	1135.2	1322.9	1527.7	2724.5	8.0
55	3.5	9	1094.1	1305.8	1486.9	2625.8	8.0
56	3.4	8	1053.9	1288.3	1447.6	2529.4	8.0
57	3.2	8	1014.7	1270.3	1409.8	2435.3	8.0
58	3.1	8	976.4	1252.0	1373.3	2343.3	8.0
59	3.0	8	938.8	1233.3	1338.0	2253.2	8.0
60	2.9	7	902.1	1214.3	1304.1	2165.1	8.0
61	2.8	7	866.1	1194.8	1271.4	2078.7	8.0
62	2.7	7	830.8	1175.0	1239.8	1993.9	8.0
63	2.5	6	796.1	1154.9	1209.4	1910.7	8.0
64	2.4	6	762.1	1134.4	1180.2	1829.0	7.7
65	2.3	6	728.6	1113.5	1152.0	1748.7	7.3
66	2.2	6	695.7	1092.3	1124.9	1669.6	6.9
67	2.1	5	663.2	1070.8	1098.8	1591.8	6.6
68	2.0	5	631.3	1048.9	1073.7	1515.1	6.4
69	1.9	5	599.8	1026.7	1049.6	1439.5	6.2
70	1.8	5	568.7	1004.3	1026.5	1364.9	6.0

* Width of Slots to achieve a minimum of 1.25 Factor of Safety, with a Maximum Allowable Slot Width of 8-feet.

Critical Slot Width with Factor of Safety equal or exceeding 1.25:

d_{allow} = **6.0 feet**

5.15 Surface Drainage

5.15.1 Proper surface drainage is critical to the future performance of the project. Uncontrolled infiltration of excess irrigation and storm runoff into the soils can adversely affect the performance of the planned improvements. Saturation of a soil can cause it to lose internal shear strength and increase its compressibility, resulting in a change in the original designed engineering properties. Proper drainage should be maintained at all times.

5.15.2 Site drainage should be collected and controlled in non-erosive drainage devices. Drainage should not be allowed to pond anywhere on the site, and especially not against any foundation or retaining wall. The site should be graded and maintained such that surface drainage is directed away from structures in accordance with 2025 CBC 1804.4 or other applicable standards. In addition, drainage should not be allowed to flow uncontrolled over any descending slope. Discharge from downspouts, roof drains, and scuppers is not recommended onto unprotected soils within 5 feet of the building perimeter. Planters that are located adjacent to foundations should be sealed to prevent moisture intrusion into the soils, providing foundation support. Landscape irrigation is not recommended within 5 feet of the building perimeter footings except when enclosed in protected planters.

5.15.3 Positive site drainage should be provided away from structures, pavement, and the tops of slopes to swales or other controlled drainage structures. The building pad and pavement areas should be fine-graded such that water is not allowed to pond.

5.15.4 Landscaping planters immediately adjacent to paved areas are not recommended due to the potential for surface or irrigation water to infiltrate the pavement's subgrade and base course. Either a subdrain, which collects excess irrigation water and transmits it to drainage structures, or impervious above-grade planter boxes should be used. In addition, where landscaping is planned adjacent to the pavement, it is recommended that consideration be given to providing a cutoff wall along the edge of the pavement that extends at least 12 inches below the base material.

5.16 Plan Review

5.16.1 Design plans should be reviewed by the Geotechnical Engineer (a representative of Geocon West, Inc.), prior to finalization to verify that the plans have been prepared in substantial conformance with the recommendations of this report and to provide additional analyses or recommendations.

LIMITATIONS AND UNIFORMITY OF CONDITIONS

1. Geocon should be retained to provide testing and observation services during construction to provide continuity of geotechnical interpretation from this report and to check that the recommendations presented for geotechnical aspects of site development are incorporated during site grading, construction of improvements, and excavation of foundations. If another geotechnical firm is selected to perform the testing and observation services during construction operations, they should perform additional analyses deemed necessary to assume the role of Geotechnical Engineer of Record. That firm should provide revised recommendations concerning the geotechnical aspects of the proposed development or prepare a written acknowledgement of their concurrence with the recommendations presented in our report. They should also prepare a letter indicating their intent to assume the responsibilities of the project's geotechnical engineer of record. Copies of the recommendations and the Engineer of Record letters should be provided to the regulatory agency for their records. If Geocon is not retained for construction-phase services, Geocon shall not be responsible for the interpretation of the recommendations or for geotechnical conditions encountered during construction, and reliance on this report by others shall be at their own risk.

2. The recommendations of this report pertain only to the site investigated and are based upon the assumption that the soil conditions do not deviate from those disclosed in the investigation. If site conditions differ during construction from those described herein, or if the proposed construction or project plans will differ from those anticipated herein, Geocon should be notified to evaluate the need for supplemental recommendations. The evaluation or identification of the potential presence of hazardous or corrosive materials was not included within Geocon's scope of services unless expressly stated otherwise.

3. It is the responsibility of the owner or his representative to ensure that the information and recommendations contained herein are brought to the attention of the architect and engineers for the project and incorporated into the project plans and specifications, and the necessary steps are taken to see that the contractor and subcontractors carry out such recommendations in the field. Geocon is not responsible for construction means, methods, techniques, sequencing, safety procedures, or the contractor's compliance with project documents unless specifically retained to provide construction-phase services.

4. The findings of this report reflect conditions observed at the time of Geocon's investigation. However, subsurface and site conditions may change with the passage of time due to natural processes, construction activities, or the works of man on this or adjacent properties. In addition, changes in applicable or appropriate standards may occur, whether they result from legislation or the broadening of knowledge. Accordingly, the findings of this report may be invalidated wholly or partially by changes outside our control. Therefore, this report is subject to review and should be updated if construction has not commenced within three years of the report date or if site conditions or project plans change.

5. This report and the analyses contained herein constitute the intellectual property of Geocon. This document is prepared exclusively for the client and project identified herein. Use or reliance by third parties, including, but not limited to, unauthorized reproduction, redistribution, automated extraction, data mining, or use for artificial intelligence or machine learning development, is prohibited without the prior written authorization of Geocon.

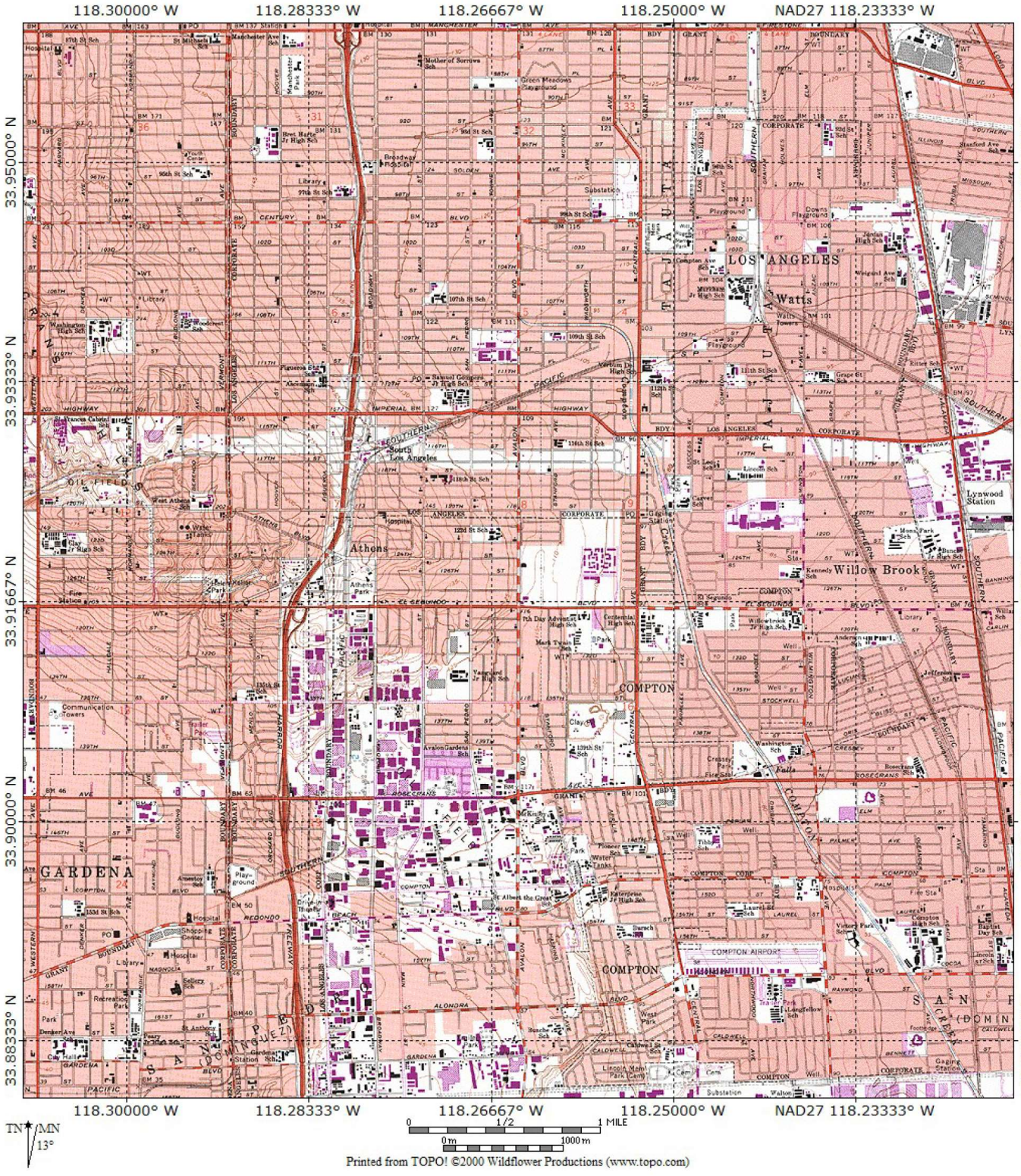
6. Subsurface conditions are interpreted from limited site observations and field exploration locations that represent conditions observed only at the specific times and locations investigated. Subsurface conditions, including soil, bedrock, and groundwater conditions, may vary between exploration points and over time. Groundwater levels may change from those encountered during the investigation. Geocon does not warrant or guarantee that subsurface conditions are uniform across the site or will remain unchanged from those encountered during the investigation.

7. We performed our services using the degree of care and skill ordinarily exercised by reputable geotechnical professionals practicing under similar circumstances at the same time and in the same or similar locality. No warranty, express or implied, is made or intended regarding the findings, conclusions, recommendations, or professional opinions contained in this report. Since subsurface conditions may vary across a site and may change over time, and because geotechnical engineering is based on limited sampling, interpretation, and professional judgment, Geocon does not guarantee or warrant that actual conditions will conform to those anticipated or described herein.

LIST OF REFERENCES

1. California Division of Mines and Geology, 1998, *Seismic Hazard Evaluation of the Inglewood 7.5-Minute Quadrangle, Los Angeles County, California*, Open-File Report 98-18.

2. Dibblee, T. W., Jr., 2007, Geologic *Map of the Venice and Inglewood Quadrangles, Los Angeles County, California,* Dibblee Foundation Map #DF-322.



REFERENCE: U.S.G.S. TOPOGRAPHIC MAPS, 7.5 MINUTE SERIES, INGLEWOOD, CA QUADRANGLE

GEOCON
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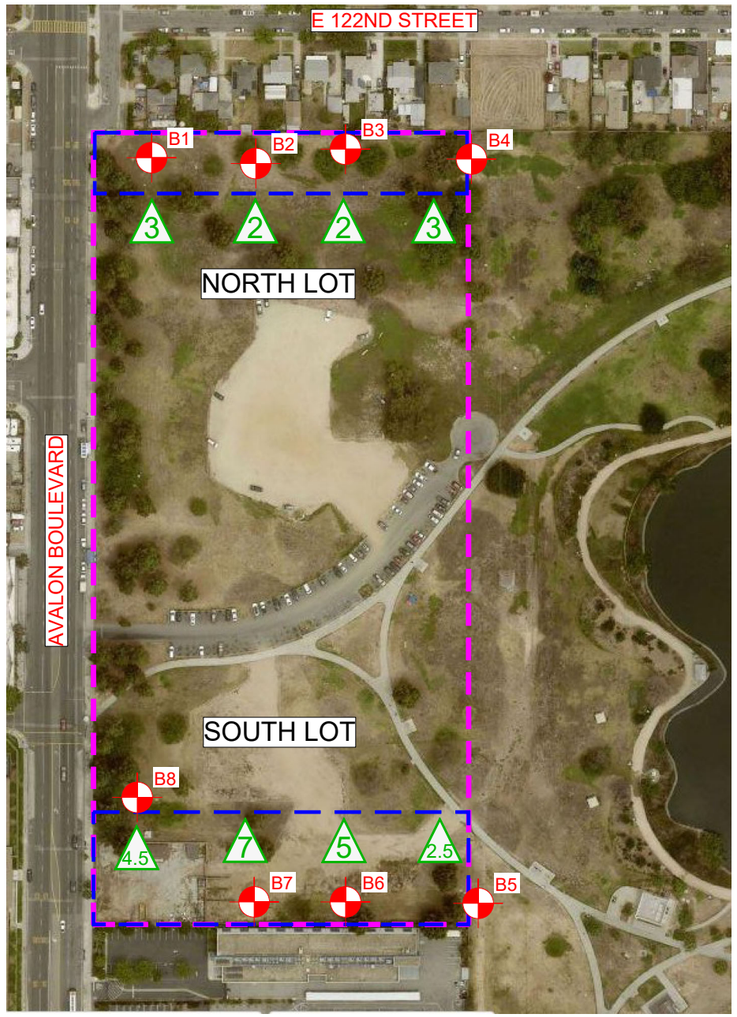
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VICINITY MAP

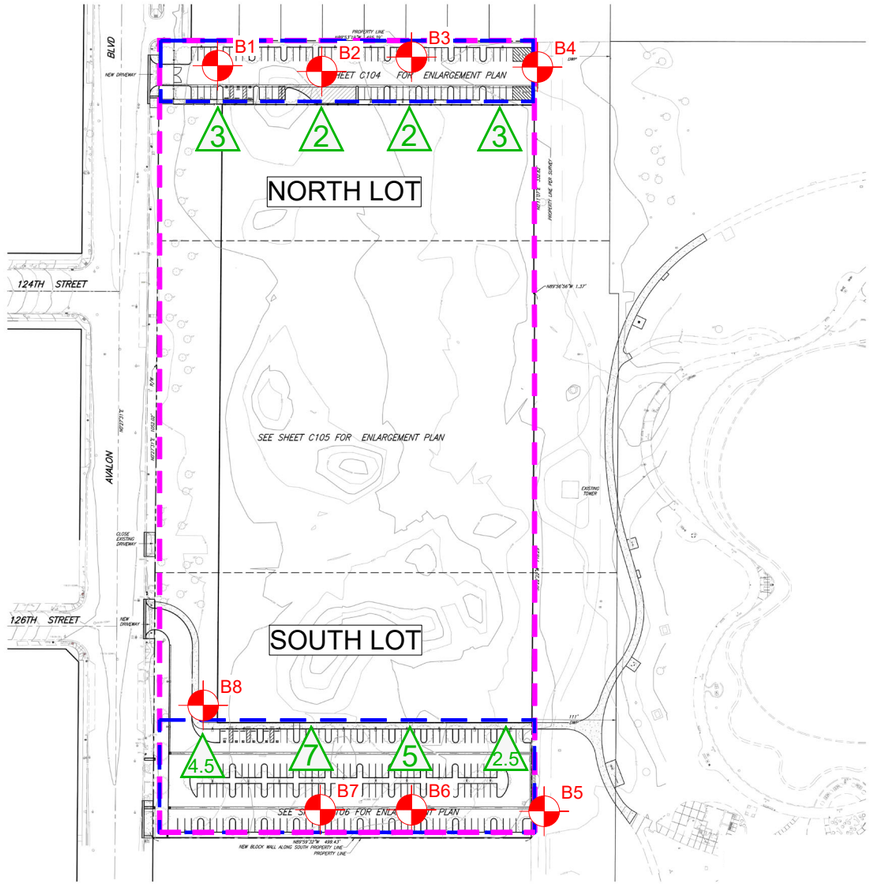
MAGIC JOHNSON PARK
12416 AVALON BOULEVARD
LOS ANGELES, CALIFORNIA

MAY 2026 | PROJECT NO. W1500-06-29 | FIG. 1

EXISTING SITE CONDITIONS



PROPOSED PARKING LOT IMPROVEMENTS



LEGEND

- B8 — Boring Location and ID
- 7 — Depth of Fill (feet)
- Property Line
- Proposed Parking Lot Improvements

NORTH

0 200' 400'

GEOCON WEST, INC.

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500 N. VICTORY BOULEVARD, BURBANK, CA 91502
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DRAFTED BY: AH	CHECKED BY: GAK

SITE PLAN

MAGIC JOHNSON PARK
12416 AVALON BOULEVARD
LOS ANGELES, CALIFORNIA

MAY 2026	PROJECT NO. W1500-06-29	FIG. 2

BORING PERCOLATION TEST FIELD LOG

Date:	Friday, April 17, 2026	**Boring/Test Number:**	B2 (NORTH LOT)	
Project Number:	W1500-06-29	**Diameter of Boring:**	4	inches
Project Location:	MAGIC JOHNSON PARK	**Diameter of Casing:**	2	inches
Earth Description:	ML & SC	**Depth of Boring:**	15.5	feet
Tesed By:	AH	**Depth to Invert of BMP:**	10	feet
Liquid Description:	Water	**Depth to Water Table:**	30	feet
Measurement Method:	Sounder	**Depth to Initial Water Depth (d_1)**	120	inches
		Filter Pack Porosity:	0.3	
		Height of Filter Pack:	5.00	feet

Start Time for Pre-Soak:	9:30 AM	**Water Remaining in Boring (Y/N):**	Yes
Start Time for Standard:	10:30 AM	**Standard Time Interval Between Readings:**	30 min

Reading Number	Start Time (hh:mm)	Time End (hh:mm)	Elasped Time Δtime (min)	Water Drop During Standard Time Interval, Δd (in)	Soil Despcription Notes Comments
1	10:35 AM	11:05 AM	30	39.6	
2	11:10 AM	11:40 AM	30	38.4	
3	11:45 AM	12:15 PM	30	38.4	
4	12:20 PM	12:50 PM	30	38.4	Stabilized Readings
5	12:55 PM	1:25 PM	30	38.4	Achieved with Readings
6	1:30 PM	2:00 PM	30	38.4	4, 5, and 6

MEASURED PERCOLATION RATE AND DESIGN INFILTRATION RATE CALCULATIONS*

* Calculations Below Based on Stabilized Readings Only

Boring Radius, **2** inches
Test Section Height, h: **66** inches
Adj. Cross Sectional Area = **6.0** inches^2

$$Discharged\ Water\ Volume, V = \pi r^2 \Delta d$$

Reading 4 V= **269** in^3
Reading 5 V= **269** in^3
Reading 6 V= **269** in^3

$$Test\ Section\ Surface\ Area, A = 2\pi rh + \pi r^2$$

A= **842** in^2

$$Percolation\ Rate = \left(\frac{V/A}{\Delta T}\right)$$

Percolation Rate = 3.19 inches/hour
Percolation Rate = 3.19 inches/hour
Percolation Rate = 3.19 inches/hour

Measured Percolation Rate = **3.19** inches/hour

Reduction Factors

Small Diameter Boring, RF_t = 1
Site Variability, RF_v = 1
Long Term Siltation, RF_s = 2

$$Total\ Reduction\ Factor, RF = RF_t + RF_v + RF_s$$

Total Reduction Factor = 4

Design Infiltration Rate

Design Infiltration Rate = **0.80** inches/hour

GEOCON WEST, INC.

ENVIRONMENTAL GEOTECHNICAL MATERIALS

PERCOLATION TEST RESULTS AND CALCULATIONS

MAGIC JOHNSON PARK

LOS ANGELES, CALIFORNIA

DRAFTED BY: AH	CHECKED BY: RP	MAY 2026	PROJECT NO. W1500-06-29	FIG. 1

BORING PERCOLATION TEST FIELD LOG

Date:	Friday, April 17, 2026	**Boring/Test Number:**	B6 (SOUTH LOT)	
Project Number:	W1500-06-29	**Diameter of Boring:**	4	inches
Project Location:	MAGIC JOHNSON PARK	**Diameter of Casing:**	2	inches
Earth Description:	ML & SC	**Depth of Boring:**	10.5	feet
Tesed By:	NP	**Depth to Invert of BMP:**	5	feet
Liquid Description:	Water	**Depth to Water Table:**	30	feet
Measurement Method:	Sounder	**Depth to Initial Water Depth (d_1)**	58.8	inches
		Filter Pack Porosity:	0.3	
		Height of Filter Pack:	5.00	feet

Start Time for Pre-Soak:	10:30 AM	**Water Remaining in Boring (Y/N):**	Yes
Start Time for Standard:	11:30 AM	**Standard Time Interval Between Readings:**	30 min

Reading Number	Start Time (hh:mm)	Time End (hh:mm)	Elasped Time Δtime (min)	Water Drop During Standard Time Interval, Δd (in)	Soil Despcription Notes Comments
1	9:30 AM	10:00 AM	30	17.4	
2	10:00 AM	10:30 AM	30	15.0	
3	10:30 AM	11:00 AM	30	15.0	
4	11:00 AM	11:30 AM	30	13.8	Stabilized Readings
5	11:30 AM	12:00 PM	30	12.0	Achieved with Readings
6	12:00 PM	12:30 PM	30	12.6	4, 5, and 6

MEASURED PERCOLATION RATE AND DESIGN INFILTRATION RATE CALCULATIONS*

* Calculations Below Based on Stabilized Readings Only

Boring Radius, **2** inches
Test Section Height, h: **67.2** inches
Adj. Cross Sectional Area = **6.0** inches^2

$$Discharged\ Water\ Volume, V = \pi r^2 \Delta d$$

Reading 4 V= **134** in^3
Reading 5 V= **119** in^3
Reading 6 V= **119** in^3

$$Test\ Section\ Surface\ Area, A = 2\pi rh + \pi r^2$$

A= **857** in^2

$$Percolation\ Rate = \left(\frac{V/A}{\Delta T}\right)$$

Percolation Rate = 1.56 inches/hour
Percolation Rate = 1.39 inches/hour
Percolation Rate = 1.39 inches/hour

Measured Percolation Rate = **1.45** inches/hour

Reduction Factors

Small Diameter Boring, RF_t = 1
Site Variability, RF_v = 1
Long Term Siltation, RF_s = 2

$$Total\ Reduction\ Factor, RF = RF_t + RF_v + RF_s$$

Total Reduction Factor = 4

Design Infiltration Rate

Design Infiltration Rate = **0.36** inches/hour

GEOCON WEST, INC.

ENVIRONMENTAL GEOTECHNICAL MATERIALS

PERCOLATION TEST RESULTS AND CALCULATIONS

MAGIC JOHNSON PARK

LOS ANGELES, CALIFORNIA

DRAFTED BY: AH	CHECKED BY: RP	MAY 2026	PROJECT NO. W1500-06-29	FIG. 2

APPENDIX A

APPENDIX A
FIELD INVESTIGATION

The site was explored on April 17 and 20, 2026, by excavating eight 4-inch-diameter borings using a hand auger and digging equipment to a maximum depth of 20½ feet beneath the ground surface. Representative and relatively undisturbed samples were obtained by driving a 3-inch, O. D., California Modified Sampler into the "undisturbed" soil mass with blows from a slide-hammer. The California Modified Sampler was equipped with 1-inch by 2 3/8-inch diameter brass sampler rings to facilitate soil removal and testing. Bulk samples were also obtained.

The soil conditions encountered in the borings were visually examined, classified, and logged in general accordance with the Unified Soil Classification System (USCS). The logs of the borings are presented on Figures A1 through A8. The logs depict the soil and geologic conditions encountered and the depth at which samples were obtained. The logs also include our interpretation of the conditions between sampling intervals. Therefore, the logs contain both observed and interpreted data. We determined the lines designating the interface between soil materials on the logs using visual observations, penetration rates, excavation characteristics, and other factors. The transition between materials may be abrupt or gradual. Where applicable, the logs were revised based on subsequent laboratory testing. The approximate locations of the borings are shown on Figure 2.

GEOCON

Soil Boring Number: B-1

PROJECT NAME Magic Johnson Park
LOGGED BY AH
PROJECT NUMBER W1500-06-29
LATITUDE / LONGITUDE 33.92092, -118.26482
BORING DATE 04/17/2026
FIGURE NUMBER A1
DEPTH 5.5'
SURFACE ELEVATION N/A
LOCATION 12416 Avalon Blvd, Los Angeles, CA
CLIENT NAME County of LA Dept of Public Works
DRILLING FIRM GC Services
COMPLETED 04/17/2026
EQUIPMENT Hand Auger -
METHOD Cal-Mod
BORING DIAMETER 4 in
HAMMER TYPE Slide
NOTES -
HAMMER WEIGHT / DROP - / -

Depth (ft)	Water Levels	Graphic Log	USCS	Material Description	Bulk	Driven	Sample Number	Dry Density (pcf)	Moisture Content (%)
0			Fill	**ARTIFICIAL FILL** **Sandy SILT**, soft to firm, moist, dark brown, fine-grained, trace brick and concrete debris	X		BULK: 0-3'		
2				light brown					
4			ML	**ALLUVIUM** **Sandy SILT**, firm, moist, brown, fine-grained, some clay					
			CL	**Silty CLAY**, firm, moist, brown, fine-grained		■	B1@5'	114.0	15.7
6				Total depth of boring: 5½ feet Fill to 3 feet. No groundwater encountered. Backfilled with soil cuttings and tamped.					
8									
10									
12									
14									
16									
18									

The log of subsurface conditions shown applies only to the specific location at the date indicated and might not represent subsurface conditions at other locations or times. The stratigraphy presented represents the approximate boundary between soil types; these transitions could be gradual.

GEOCON

Soil Boring Number: B-2

PROJECT NAME Magic Johnson Park
LOGGED BY AH
PROJECT NUMBER W1500-06-29
LATITUDE / LONGITUDE 33.92087, -118.26436
BORING DATE 04/17/2026
FIGURE NUMBER A2
DEPTH 15.5'
SURFACE ELEVATION N/A
LOCATION 12416 Avalon Blvd, Los Angeles, CA
CLIENT NAME County of LA Dept of Public Works
DRILLING FIRM GC Services
COMPLETED 04/17/2026
EQUIPMENT Hand Auger -
METHOD Cal-Mod
BORING DIAMETER 4 in
HAMMER TYPE Slide
NOTES -
HAMMER WEIGHT / DROP - / -

Depth (ft)	Water Levels	Graphic Log	USCS	Material Description	Bulk	Driven	Sample Number	Dry Density (pcf)	Moisture Content (%)
0			Fill	**ARTIFICIAL FILL** **CLAY**, firm, moist, light brown to brown, fine-grained, trace rootlets					
2			ML	**ALLUVIUM** **SILT w/ Sand**, firm, slightly moist, light brown, fine-grained, some dark wood chips		■	B2@3'	112.3	14.5
4				dark brown to reddish brown, decrease in sand					
			CL	**CLAY**, firm, moist, dark brown, fine-grained		■	B2@5'	117.0	14.9
6									
8			ML	**Sandy SILT**, firm, slightly moist, light reddish brown to brown, fine-grained, trace clay		■	B2@8'	112.9	15.0
10				light brown, trace fine gravel		■	B2@10'	99.9	15.4
12				increase in sand		■	B2@11.5'	111.3	14.3
14			SC	**Clayey SAND**, firm, slightly moist, light brown, fine-grained		■	B2@15'	95.8	28.0
16				Total depth of boring: 15½ feet Fill to 2 feet. No groundwater encountered. Backfilled with soil cuttings and tamped.					
18									

The log of subsurface conditions shown applies only to the specific location at the date indicated and might not represent subsurface conditions at other locations or times. The stratigraphy presented represents the approximate boundary between soil types; these transitions could be gradual.

GEOCON

Soil Boring Number: B-3

PROJECT NAME Magic Johnson Park
LOGGED BY AH
PROJECT NUMBER W1500-06-29
LATITUDE / LONGITUDE 33.92094, -118.26398
BORING DATE 04/17/2026
FIGURE NUMBER A3
DEPTH 21.5'
SURFACE ELEVATION N/A
LOCATION 12416 Avalon Blvd, Los Angeles, CA
CLIENT NAME County of LA Dept of Public Works
DRILLING FIRM GC Services
COMPLETED 04/17/2026
EQUIPMENT Hand Auger -
METHOD Cal-Mod
BORING DIAMETER 4 in
HAMMER TYPE Slide
NOTES -
HAMMER WEIGHT / DROP - / -

Depth (ft)	Water Levels	Graphic Log	USCS	Material Description	Bulk	Driven	Sample Number	Dry Density (pcf)	Moisture Content (%)
0			Fill	**ARTIFICIAL FILL** **Clayey SILT**, soft to firm, slightly moist, dark brown, fine-grained, trace rootlets					
2			SM	**ALLUVIUM** **Silty SAND**, medium dense, slightly moist, light brown, fine-grained					
						■	B3@3'	112.0	16.3
4			ML	**Sandy SILT**, soft, moist, dark reddish brown, fine- to medium-grained					
6						■	B3@6'	116.5	13.8
8			SW-SM	**SAND w/ Silt**, well-graded, medium dense, moist, reddish brown, fine- to medium-grained					
						■	B3@9'	110.2	9.9
10			SP-SC	**SAND w/ Clay**, poorly graded, medium dense, slightly moist, dark reddish brown, fine- to medium-grained					
12						■	B3@12'	107.0	9.1
14				reddish brown, decrease in clay					
						■	B3@15'	102.6	8.8
16									
18			SP	**SAND**, poorly graded, medium dense, moist, light brown to brown, fine- to medium-grained, trace fine gravel					

The log of subsurface conditions shown applies only to the specific location at the date indicated and might not represent subsurface conditions at other locations or times. The stratigraphy presented represents the approximate boundary between soil types; these transitions could be gradual.

GEOCON

SOIL BORING: B-3

Depth (ft)	Water Levels	Graphic Log	USCS	Material Description	Bulk	Driven	Sample Number	Dry Density (pcf)	Moisture Content (%)
			SP				B3@20'	109.1	2.8
22				Refusal at 21½ feet. Fill to 2 feet. No groundwater encountered. Backfilled with soil cuttings and tamped.					
24									
26									
28									
30									
32									
34									
36									
38									

The log of subsurface conditions shown applies only to the specific location at the date indicated and might not represent subsurface conditions at other locations or times.
The stratigraphy presented represents the approximate boundary between soil types; these transitions could be gradual.

GEOCON

Soil Boring Number: B-4

PROJECT NAME Magic Johnson Park
LOGGED BY AH
PROJECT NUMBER W1500-06-29
LATITUDE / LONGITUDE 33.92090, -118.26342
BORING DATE 04/20/2026
FIGURE NUMBER A4
DEPTH 5.5'
SURFACE ELEVATION N/A
LOCATION 12416 Avalon Blvd, Los Angeles, CA
CLIENT NAME County of LA Dept of Public Works
DRILLING FIRM GC Services
COMPLETED 04/20/2026
EQUIPMENT Hand Auger -
METHOD Cal-Mod
BORING DIAMETER 4 in
HAMMER TYPE Slide
NOTES -
HAMMER WEIGHT / DROP - / -

Depth (ft)	Water Levels	Graphic Log	USCS	Material Description	Bulk	Driven	Sample Number	Dry Density (pcf)	Moisture Content (%)
0			Fill	**ARTIFICIAL FILL** **Sandy SILT**, soft to firm, moist, dark brown, fine-grained, trace rootlets, trace asphalt and brick fragments	X		BULK: 0-3'		
4			ML	**ALLUVIUM** **Sandy SILT**, soft to firm, moist, brown, fine-grained, trace clay					
5				increase in clay		■	B4@5'	116.4	17.4
6				Total depth of boring: 5½ feet Fill to 3 feet. No groundwater encountered. Backfilled with soil cuttings and tamped.					

The log of subsurface conditions shown applies only to the specific location at the date indicated and might not represent subsurface conditions at other locations or times. The stratigraphy presented represents the approximate boundary between soil types; these transitions could be gradual.

GEOCON

Soil Boring Number: B-5

PROJECT NAME Magic Johnson Park
LOGGED BY AH
PROJECT NUMBER W1500-06-29
LATITUDE / LONGITUDE 33.91814, -118.26346
BORING DATE 04/20/2026
FIGURE NUMBER A5
DEPTH 5.5'
SURFACE ELEVATION N/A
LOCATION 12416 Avalon Blvd, Los Angeles, CA
CLIENT NAME County of LA Dept of Public Works
DRILLING FIRM GC Services
COMPLETED 04/20/2026
EQUIPMENT Hand Auger -
METHOD Cal-Mod
BORING DIAMETER 4 in
HAMMER TYPE Slide
NOTES -
HAMMER WEIGHT / DROP - / -

Depth (ft)	Water Levels	Graphic Log	USCS	Material Description	Bulk	Driven	Sample Number	Dry Density (pcf)	Moisture Content (%)
0			Fill	**ARTIFICIAL FILL** **Sandy SILT**, firm, moist, dark brown to black, fine-grained, rootlets, trace concrete debris	X		BULK: 0-3'		
2			ML	**ALLUVIUM** **Sandy SILT**, firm, dry to slightly moist, brown to reddish brown, fine-grained					
4						■	B5@5'	107.0	13.8
6				Total depth of boring: 5½ feet Fill to 2½ feet. No groundwater encountered. Backfilled with soil cuttings and tamped.					
8									
10									
12									
14									
16									
18									

The log of subsurface conditions shown applies only to the specific location at the date indicated and might not represent subsurface conditions at other locations or times. The stratigraphy presented represents the approximate boundary between soil types; these transitions could be gradual.

GEOCON

Soil Boring Number: B-6

PROJECT NAME Magic Johnson Park
LOGGED BY AH
PROJECT NUMBER W1500-06-29
LATITUDE / LONGITUDE 33.91818, -118.26402
BORING DATE 04/17/2026
FIGURE NUMBER A6
DEPTH 10.5'
SURFACE ELEVATION N/A
LOCATION 12416 Avalon Blvd, Los Angeles, CA
CLIENT NAME County of LA Dept of Public Works
DRILLING FIRM GC Services
COMPLETED 04/17/2026
EQUIPMENT Hand Auger -
METHOD Cal-Mod
BORING DIAMETER 4 in
HAMMER TYPE Slide
NOTES -
HAMMER WEIGHT / DROP - / -

Depth (ft)	Water Levels	Graphic Log	USCS	Material Description	Bulk	Driven	Sample Number	Dry Density (pcf)	Moisture Content (%)
0			Fill	**ARTIFICIAL FILL** **Silty SAND**, loose, dry, brown to dark brown, fine- to medium-grained, some brick and glass fragments, trace coarse-grained	X		BULK: 0-3'		
4			Fill	**Sandy CLAY**, firm to stiff, slightly moist, reddish brown to dark brown to olive brown, fine-grained, trace sand					
6			ML	**ALLUVIUM** **Sandy SILT**, soft to firm, moist, dark brown to grayish brown, fine-grained, some fine to coarse gravel		■	B6@5'	111.1	16.1
8						■	B6@7.5'	114.2	14.1
10			CL	**Sandy CLAY**, firm, slightly moist, brown to grayish brown, fine-grained		■	B6@10'	113.9	15.9
12				Total depth of boring: 10½ feet Fill to 5 feet. No groundwater encountered. Backfilled with soil cuttings and tamped.					
14									
16									
18									

The log of subsurface conditions shown applies only to the specific location at the date indicated and might not represent subsurface conditions at other locations or times. The stratigraphy presented represents the approximate boundary between soil types; these transitions could be gradual.

GEOCON

Soil Boring Number: B-7

PROJECT NAME Magic Johnson Park
LOGGED BY AH
PROJECT NUMBER W1500-06-29
LATITUDE / LONGITUDE 33.91813, -118.26441
BORING DATE 04/20/2026
FIGURE NUMBER A7
DEPTH 20.5'
SURFACE ELEVATION N/A
LOCATION 12416 Avalon Blvd, Los Angeles, CA
CLIENT NAME County of LA Dept of Public Works
DRILLING FIRM GC Services
COMPLETED 04/20/2026
EQUIPMENT Hand Auger -
METHOD Cal-Mod
BORING DIAMETER 4 in
HAMMER TYPE Slide
NOTES -
HAMMER WEIGHT / DROP - / -

Depth (ft)	Water Levels	Graphic Log	USCS	Material Description	Bulk	Driven	Sample Number	Dry Density (pcf)	Moisture Content (%)
0			Fill	**ARTIFICIAL FILL** **Silty SAND**, loose, dry to slightly moist, yellowish brown, fine- to medium-grained, trace fine gravel	X		BULK: 0-3'		
2			Fill	**SILT**, firm, moist, dark brown to grayish brown, fine-grained, trace brick, asphalt, and concrete, trace clay	X				
4					X	■	B7@3'	120.8	12.9
			Fill	**Silty CLAY**, slightly moist, dark brown to reddish brown, fine-grained, trace fine to coarse gravel					
6			Fill	**Silty SAND**, medium dense, moist, dark reddish brown, fine- to medium-grained, glass and concrete debris, light brown to blue		■	B7@6'	98.3	20.3
8			CL	**ALLUVIUM** **Sandy CLAY**, firm, slightly moist, dark brown to black, fine-grained					
10						■	B7@9'	112.8	18.0
			SC	**Clayey SAND**, firm, moist, light brown, fine-grained, some silt					
12						■	B7@12'	112.3	18.7
			ML	**Sandy SILT**, firm, moist, light brown, fine-grained, high sand content					
14									
			SC	**Clayey SAND**, firm to stiff, moist, olive brown, fine-grained, trace fine gravel		■	B7@15'	107.5	20.5
16									
			SM	**Silty SAND**, medium dense, moist, light brown, fine-grained					
18				increase in silt					
			ML	**Sandy SILT**, stiff, slightly moist, brown, fine-grained					

The log of subsurface conditions shown applies only to the specific location at the date indicated and might not represent subsurface conditions at other locations or times. The stratigraphy presented represents the approximate boundary between soil types; these transitions could be gradual.

GEOCON

SOIL BORING: B-7

Depth (ft)	Water Levels	Graphic Log	USCS	Material Description	Bulk	Driven	Sample Number	Dry Density (pcf)	Moisture Content (%)
			ML	trace fine gravel			B7@20'	112.2	19.0
				Total depth of boring: 20½ feet Fill to 7 feet. No groundwater encountered. Backfilled with soil cuttings and tamped.					
22									
24									
26									
28									
30									
32									
34									
36									
38									

The log of subsurface conditions shown applies only to the specific location at the date indicated and might not represent subsurface conditions at other locations or times.
The stratigraphy presented represents the approximate boundary between soil types; these transitions could be gradual.

GEOCON

Soil Boring Number: B-8

PROJECT NAME Magic Johnson Park
LOGGED BY AH
PROJECT NUMBER W1500-06-29
LATITUDE / LONGITUDE 33.91857, -118.26490
BORING DATE 04/20/2026
FIGURE NUMBER A8
DEPTH 4.5'
SURFACE ELEVATION N/A
LOCATION 12416 Avalon Blvd, Los Angeles, CA
CLIENT NAME County of LA Dept of Public Works
DRILLING FIRM GC Services
COMPLETED 04/20/2026
EQUIPMENT Hand Auger -
METHOD Cal-Mod
BORING DIAMETER 4 in
HAMMER TYPE Slide
NOTES -
HAMMER WEIGHT / DROP - / -

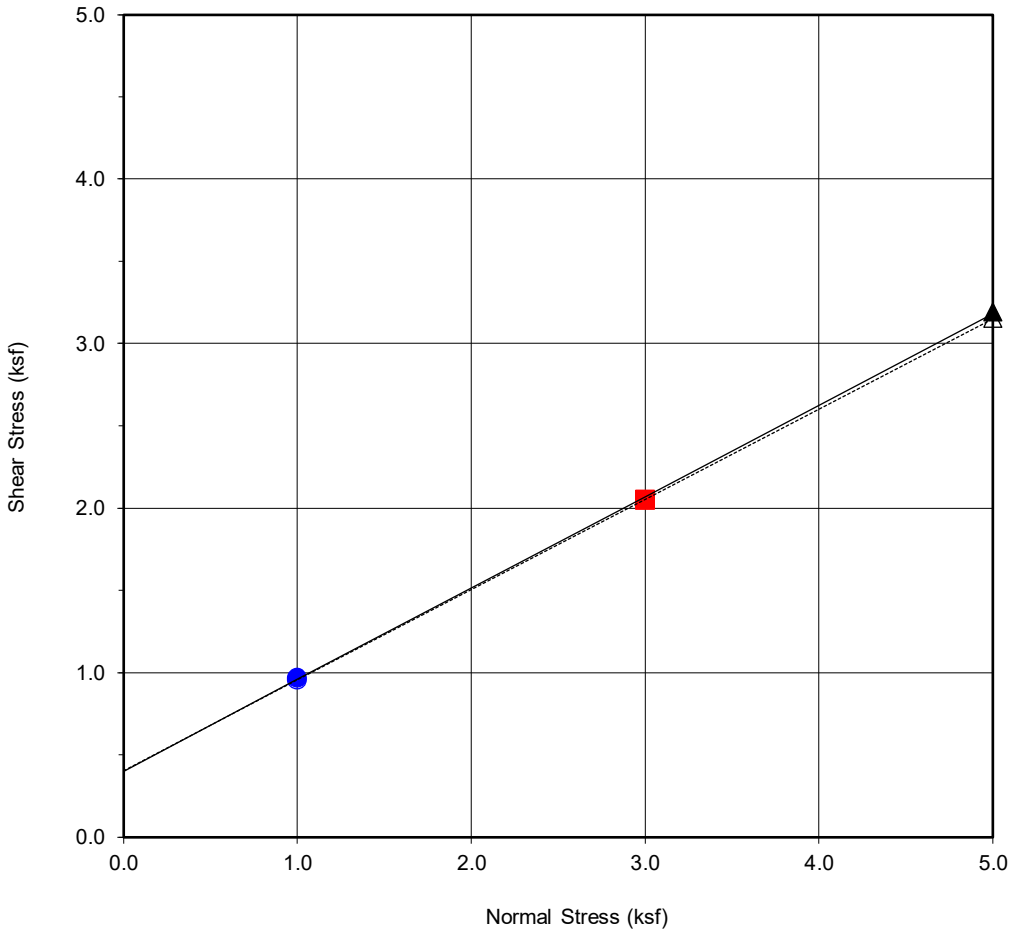
Depth (ft)	Water Levels	Graphic Log	USCS	Material Description	Bulk	Driven	Sample Number	Dry Density (pcf)	Moisture Content (%)
0			Fill	**ARTIFICIAL FILL** **Silty SAND**, loose to medium dense, dry, dark brown, fine-grained, trace rootlets, glass, and asphalt	X		BULK: 0-3'		
2			Fill	**Sandy SILT**, loose to medium dense, dry, reddish brown, fine-grained, trace fine to coarse gravel grayish brown, nail and glass debris					
4			CL	**ALLUVIUM** **Sandy CLAY**, firm, dry to slightly moist, dark brown, fine-grained					
6						■	B8@6'	117.8	13.9
				Total depth of boring: 6½ feet Fill to 4½ feet. No groundwater encountered. Backfilled with soil cuttings and tamped.					
8									
10									
12									
14									
16									
18									

The log of subsurface conditions shown applies only to the specific location at the date indicated and might not represent subsurface conditions at other locations or times. The stratigraphy presented represents the approximate boundary between soil types; these transitions could be gradual.

APPENDIX B

APPENDIX B
LABORATORY TESTING

We performed laboratory tests in accordance with generally accepted test methods of the American Society for Testing and Materials (ASTM) or other suggested procedures. We tested selected soil samples for direct shear, consolidation, modified proctor, expansion index, corrosivity, and in-place dry density/moisture content. The in-place dry density and moisture content of the samples tested are presented on the boring logs, Appendix A.



Boring No.	**B2/B3 MIXED**
Sample No.	**B2B3 MIXED @0-3'**
Depth (ft)	**0-3'**
Sample Type:	Bulk

Soil Identification:		
Clay (CL) & Silt (ML)		
Strength Parameters		
	C (psf)	ϕ (^{o})
Peak	403	29
Ultimate	404	29

Normal Stress (kip/ft²)	1	3	5
Peak Shear Stress (kip/ft²)	● 0.97	■ 2.05	▲ 3.19
Shear Stress @ End of Test (ksf)	○ 0.96	□ 2.05	△ 3.15
Deformation Rate (in./min.)	0.005	0.005	0.005
Initial Sample Height (in.)	1.0	1.0	1.0
Ring Inside Diameter (in.)	2.375	2.375	2.375
Initial Moisture Content (%)	11.1	11.1	11.0
Initial Dry Density (pcf)	106.0	106.0	106.0
Initial Degree of Saturation (%)	50.6	50.6	50.4
Soil Height Before Shearing (in.)	1.2	1.2	1.2
Final Moisture Content (%)	19.8	17.1	15.2

GEOCON

DIRECT SHEAR TEST RESULTS

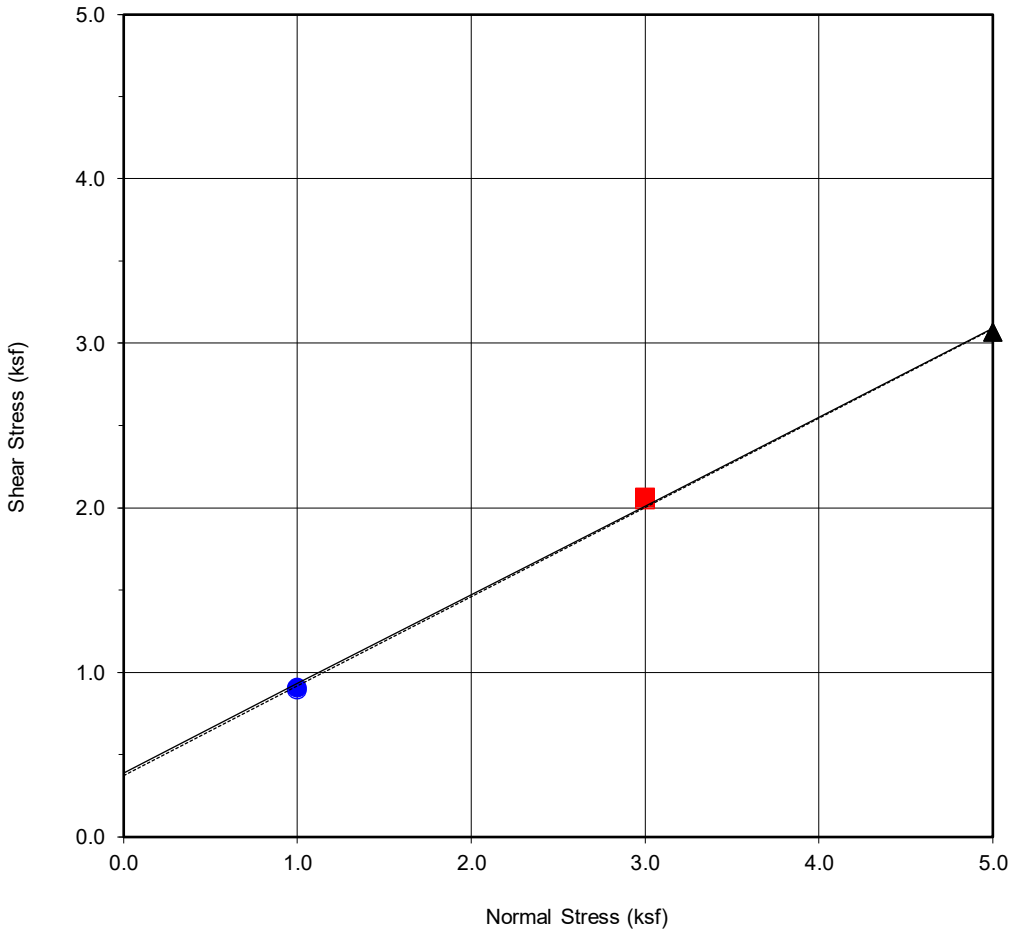
Consolidated Drained ASTM D-3080

Checked by: AH

Project No.: W1500-06-29

MAGIC JOHNSON PARK
12416 AVALON BOULEVARD
LOS ANGELES, CALIFORNIA

May 2026 Figure B1



Boring No.	**B5/B6 MIXED**
Sample No.	**B5/B6 MIXED @0-3'**
Depth (ft)	**0-3'**
Sample Type:	Bulk

Soil Identification:		
Sandy Silt (ML) & Silty Sand (SM)		
Strength Parameters		
	C (psf)	ϕ (^{o})
Peak	391	28
Ultimate	374	29

Normal Stress (kip/ft²)	1	3	5
Peak Shear Stress (kip/ft²)	● 0.91	■ 2.06	▲ 3.07
Shear Stress @ End of Test (ksf)	○ 0.89	□ 2.05	△ 3.07
Deformation Rate (in./min.)	0.005	0.005	0.005
Initial Sample Height (in.)	1.0	1.0	1.0
Ring Inside Diameter (in.)	2.375	2.375	2.375
Initial Moisture Content (%)	8.5	8.5	8.5
Initial Dry Density (pcf)	107.0	107.0	107.0
Initial Degree of Saturation (%)	39.7	39.8	39.7
Soil Height Before Shearing (in.)	1.2	1.2	1.2
Final Moisture Content (%)	15.0	12.0	11.3

GEOCON

DIRECT SHEAR TEST RESULTS

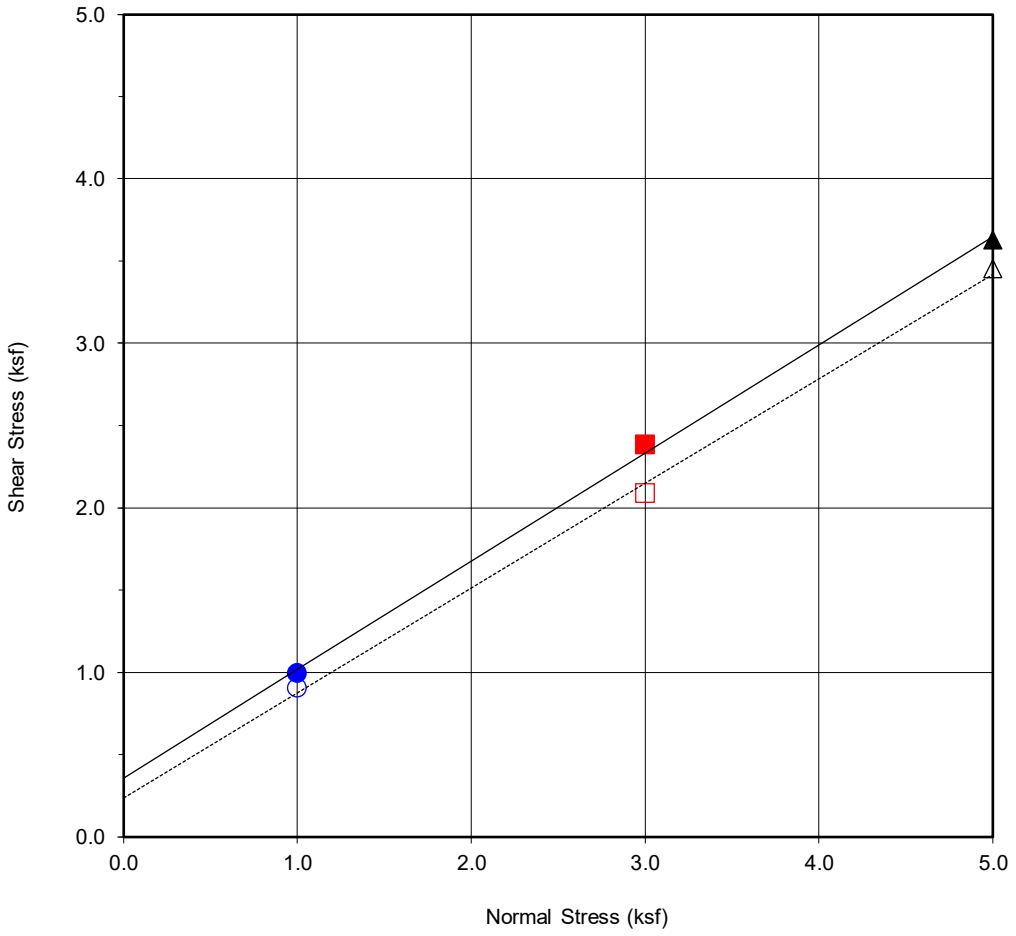
Consolidated Drained ASTM D-3080

Checked by: AH

Project No.: W1500-06-29

MAGIC JOHNSON PARK
12416 AVALON BOULEVARD
LOS ANGELES, CALIFORNIA

May 2026 Figure B2



Boring No.	**B3**
Sample No.	**B3@6'**
Depth (ft)	**6'**
Sample Type:	Ring

Soil Identification:		
Sandy Silt (ML)		
Strength Parameters		
	C (psf)	ϕ (^{o})
Peak	360	33
Ultimate	239	32

Normal Stress (kip/ft²)	1	3	5
Peak Shear Stress (kip/ft²)	● 0.99	■ 2.38	▲ 3.63
Shear Stress @ End of Test (ksf)	○ 0.91	□ 2.09	△ 3.45
Deformation Rate (in./min.)	0.005	0.005	0.005
Initial Sample Height (in.)	1.0	1.0	1.0
Ring Inside Diameter (in.)	2.375	2.375	2.375
Initial Moisture Content (%)	13.8	13.9	14.0
Initial Dry Density (pcf)	115.7	116.7	117.5
Initial Degree of Saturation (%)	81.4	84.6	86.6
Soil Height Before Shearing (in.)	1.2	1.2	1.2
Final Moisture Content (%)	13.9	13.0	12.6

GEOCON

DIRECT SHEAR TEST RESULTS

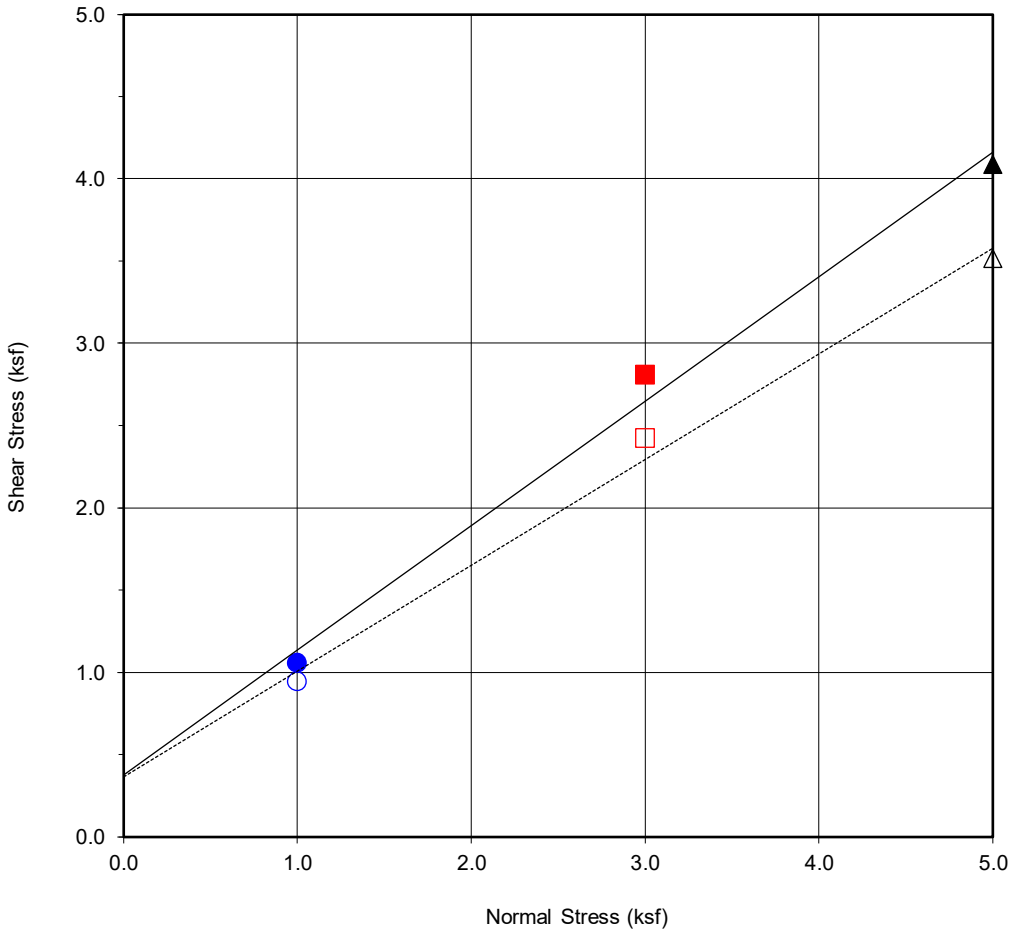
Consolidated Drained ASTM D-3080

Checked by: AH

Project No.: W1500-06-29

MAGIC JOHNSON PARK
12416 AVALON BOULEVARD
LOS ANGELES, CALIFORNIA

May 2026 Figure B3



Boring No.	**B3**
Sample No.	**B3@9'**
Depth (ft)	**9'**
Sample Type:	Ring

Soil Identification:		
Sand with Silt (SW-SM)		
Strength Parameters		
	C (psf)	ϕ (^{o})
Peak	376	37
Ultimate	366	33

Normal Stress (kip/ft²)	1	3	5
Peak Shear Stress (kip/ft²)	● 1.06	■ 2.81	▲ 4.09
Shear Stress @ End of Test (ksf)	○ 0.94	□ 2.42	△ 3.51
Deformation Rate (in./min.)	0.005	0.005	0.005
Initial Sample Height (in.)	1.0	1.0	1.0
Ring Inside Diameter (in.)	2.375	2.375	2.375
Initial Moisture Content (%)	9.9	10.1	9.6
Initial Dry Density (pcf)	104.9	107.8	106.9
Initial Degree of Saturation (%)	44.0	48.2	44.8
Soil Height Before Shearing (in.)	1.2	1.2	1.2
Final Moisture Content (%)	16.8	16.1	16.5

GEOCON

DIRECT SHEAR TEST RESULTS

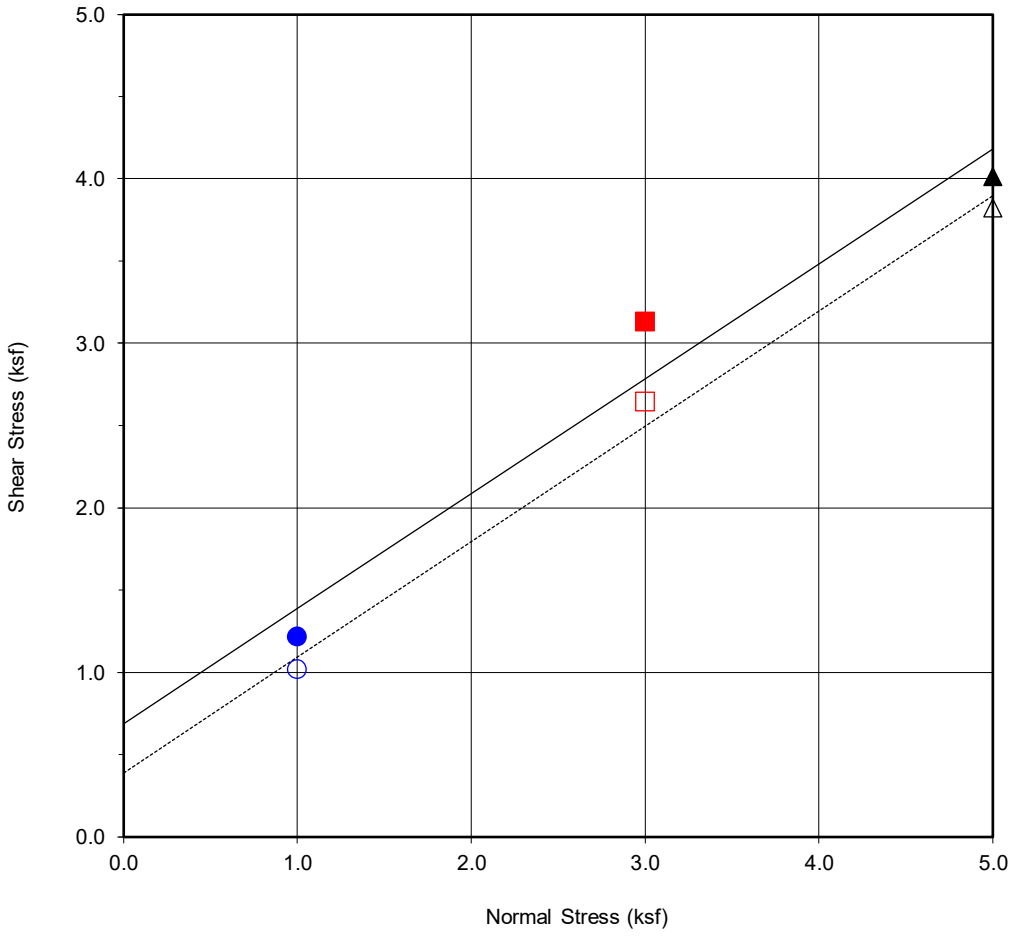
Consolidated Drained ASTM D-3080

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LOS ANGELES, CALIFORNIA

May 2026 Figure B4



Boring No.	**B3**
Sample No.	**B3@15'**
Depth (ft)	**15'**
Sample Type:	Ring

Soil Identification:		
Sand with Clay (SP-SC)		
Strength Parameters		
	C (psf)	ϕ (^{o})
Peak	690	35
Ultimate	391	35

Normal Stress (kip/ft²)	1	3	5
Peak Shear Stress (kip/ft²)	● 1.22	■ 3.13	▲ 4.01
Shear Stress @ End of Test (ksf)	○ 1.02	□ 2.65	△ 3.82
Deformation Rate (in./min.)	0.005	0.005	0.005
Initial Sample Height (in.)	1.0	1.0	1.0
Ring Inside Diameter (in.)	2.375	2.375	2.375
Initial Moisture Content (%)	8.8	8.6	9.1
Initial Dry Density (pcf)	99.4	101.9	97.2
Initial Degree of Saturation (%)	34.1	35.4	33.4
Soil Height Before Shearing (in.)	1.2	1.2	1.2
Final Moisture Content (%)	19.5	19.6	20.7

GEOCON

DIRECT SHEAR TEST RESULTS

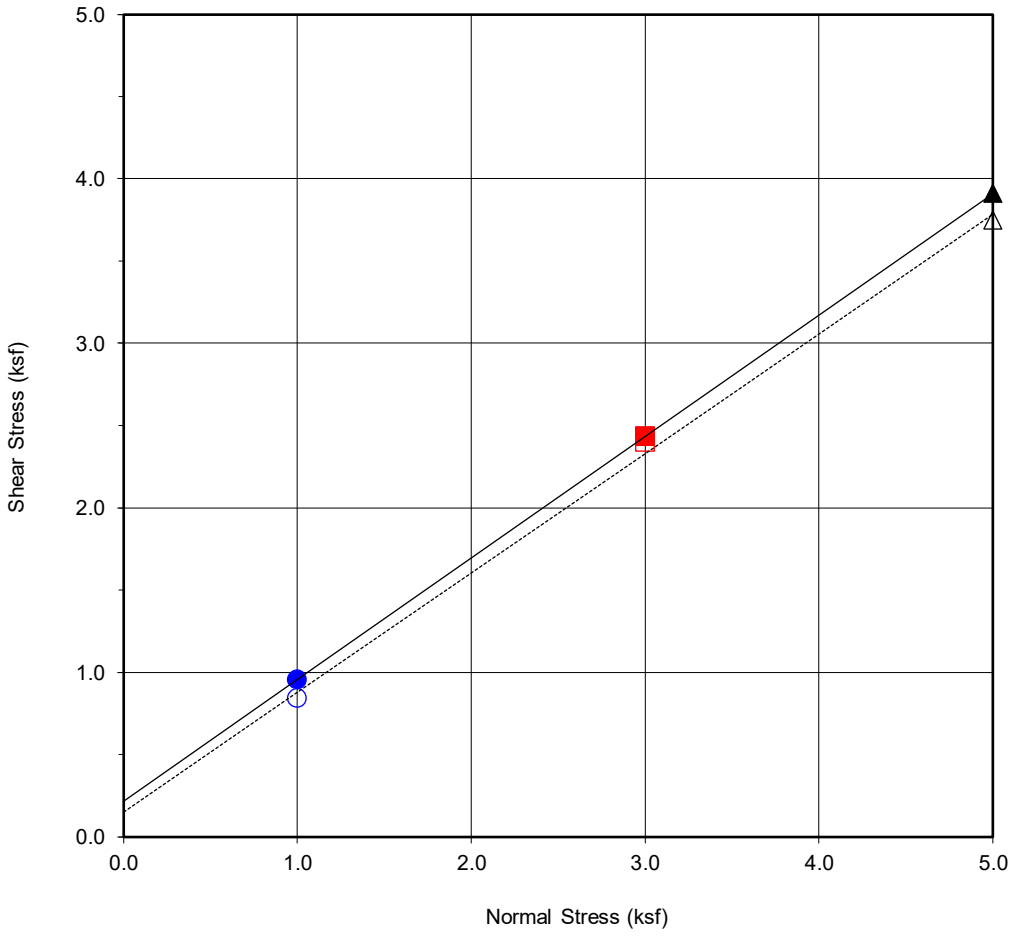
Consolidated Drained ASTM D-3080

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Project No.: W1500-06-29

MAGIC JOHNSON PARK
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LOS ANGELES, CALIFORNIA

May 2026 Figure B5



Boring No.	**B7**
Sample No.	**B7@6'**
Depth (ft)	**6'**
Sample Type:	Ring

Soil Identification:		
Silty Sand (SM) - artificial fill		
Strength Parameters		
	C (psf)	ϕ (^{o})
Peak	218	36
Ultimate	151	36

Normal Stress (kip/ft²)	1	3	5
Peak Shear Stress (kip/ft²)	● 0.96	■ 2.43	▲ 3.91
Shear Stress @ End of Test (ksf)	○ 0.84	□ 2.40	△ 3.75
Deformation Rate (in./min.)	0.005	0.005	0.005
Initial Sample Height (in.)	1.0	1.0	1.0
Ring Inside Diameter (in.)	2.375	2.375	2.375
Initial Moisture Content (%)	20.2	14.4	13.2
Initial Dry Density (pcf)	91.9	100.8	105.9
Initial Degree of Saturation (%)	65.6	58.0	60.1
Soil Height Before Shearing (in.)	1.2	1.2	1.2
Final Moisture Content (%)	22.3	17.6	15.7

GEOCON

DIRECT SHEAR TEST RESULTS

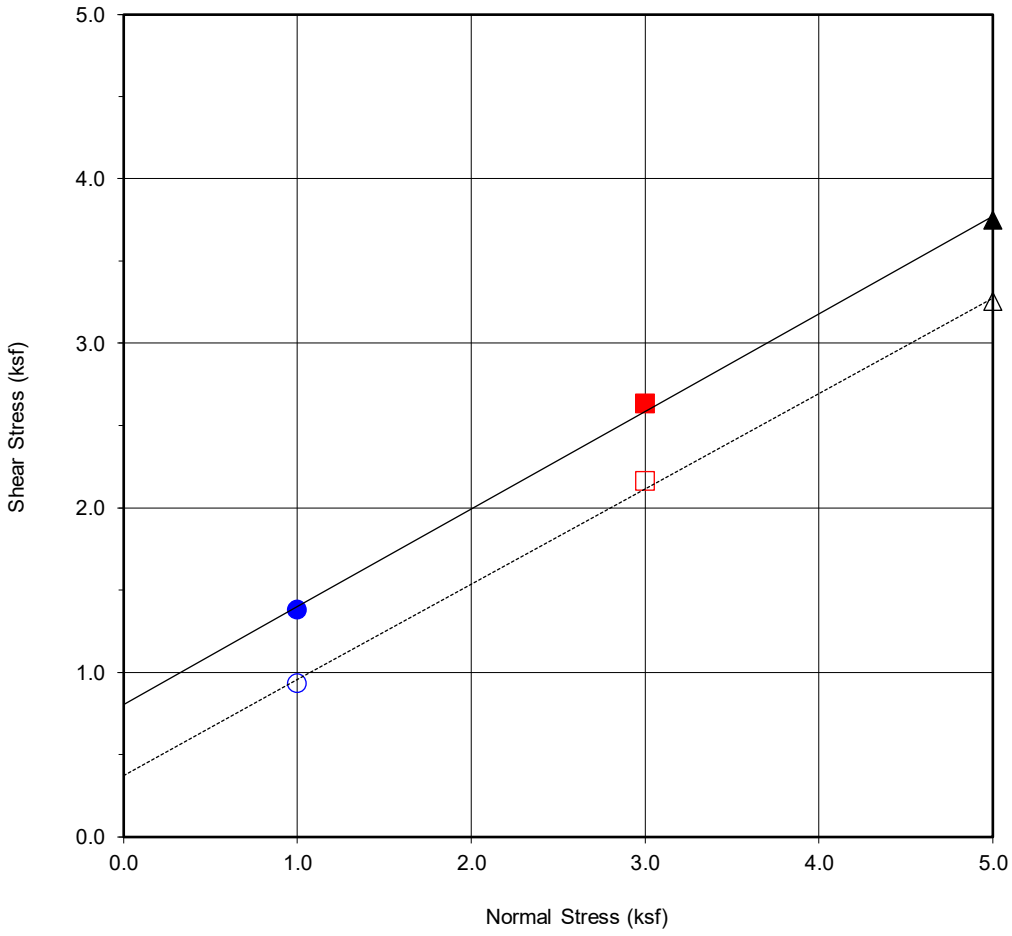
Consolidated Drained ASTM D-3080

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Project No.: W1500-06-29

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LOS ANGELES, CALIFORNIA

May 2026 Figure B6



Boring No.	**B7**
Sample No.	**B7@12'**
Depth (ft)	**12'**
Sample Type:	Ring

Soil Identification:
Clayey Sand (SC)

Strength Parameters		
	C (psf)	ϕ (^{o})
Peak	808	31
Ultimate	374	30

Normal Stress (kip/ft²)	1	3	5
Peak Shear Stress (kip/ft²)	● 1.38	■ 2.63	▲ 3.75
Shear Stress @ End of Test (ksf)	○ 0.93	□ 2.16	△ 3.25
Deformation Rate (in./min.)	0.005	0.005	0.005
Initial Sample Height (in.)	1.0	1.0	1.0
Ring Inside Diameter (in.)	2.375	2.375	2.375
Initial Moisture Content (%)	18.7	18.0	19.1
Initial Dry Density (pcf)	108.6	110.9	105.5
Initial Degree of Saturation (%)	91.5	93.3	86.0
Soil Height Before Shearing (in.)	1.2	1.2	1.2
Final Moisture Content (%)	20.1	18.8	19.7

GEOCON

DIRECT SHEAR TEST RESULTS

Consolidated Drained ASTM D-3080

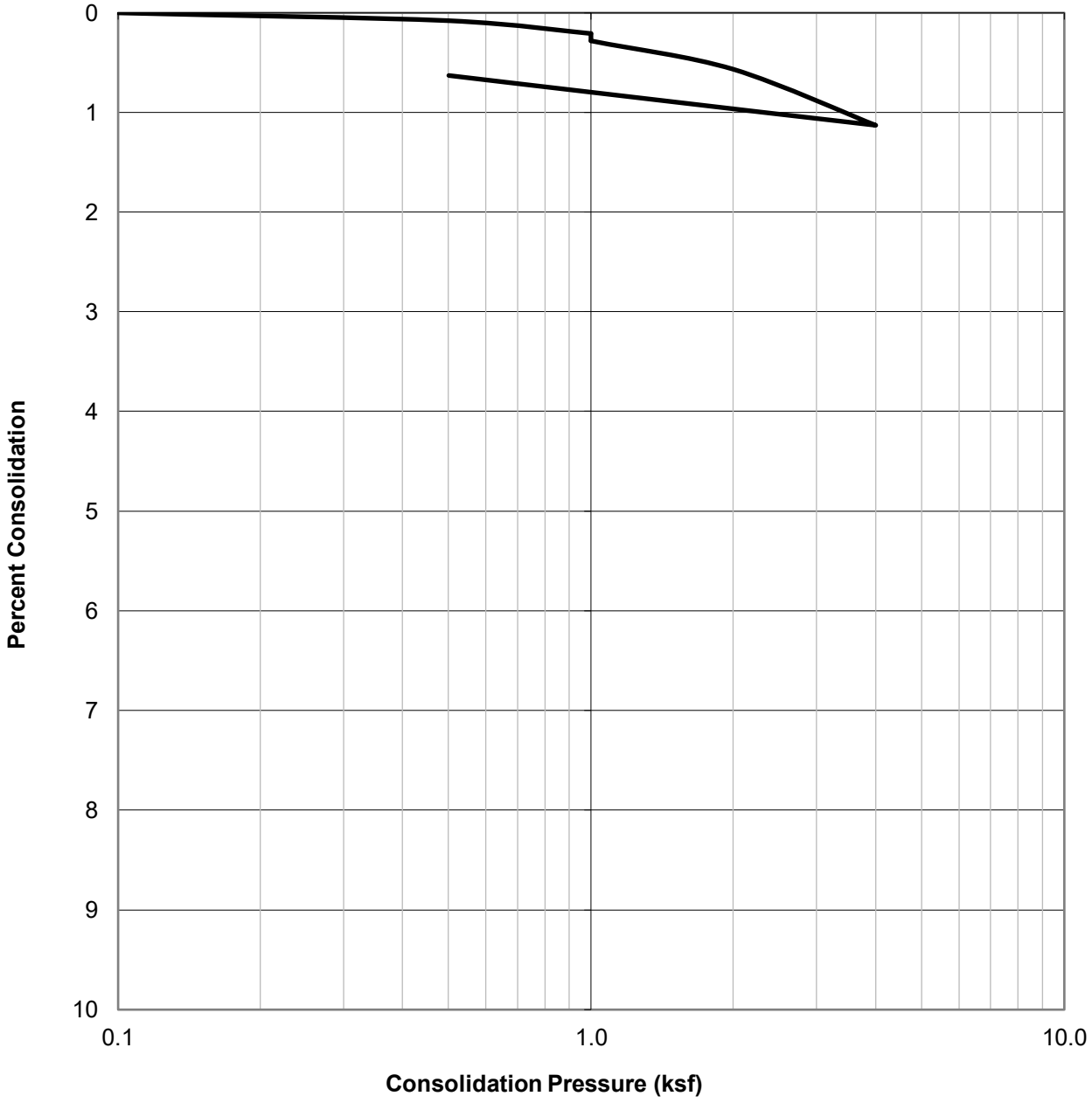
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MAGIC JOHNSON PARK
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May 2026 Figure B7

WATER ADDED AT 1.0 KSF



SAMPLE ID.	SOIL TYPE	DRY DENSITY (PCF)	INITIAL MOISTURE (%)	FINAL MOISTURE (%)
B2@5'	Clay (CL)	116.8	14.9	15.3

GEOCON

CONSOLIDATION TEST RESULTS

ASTM D-2435

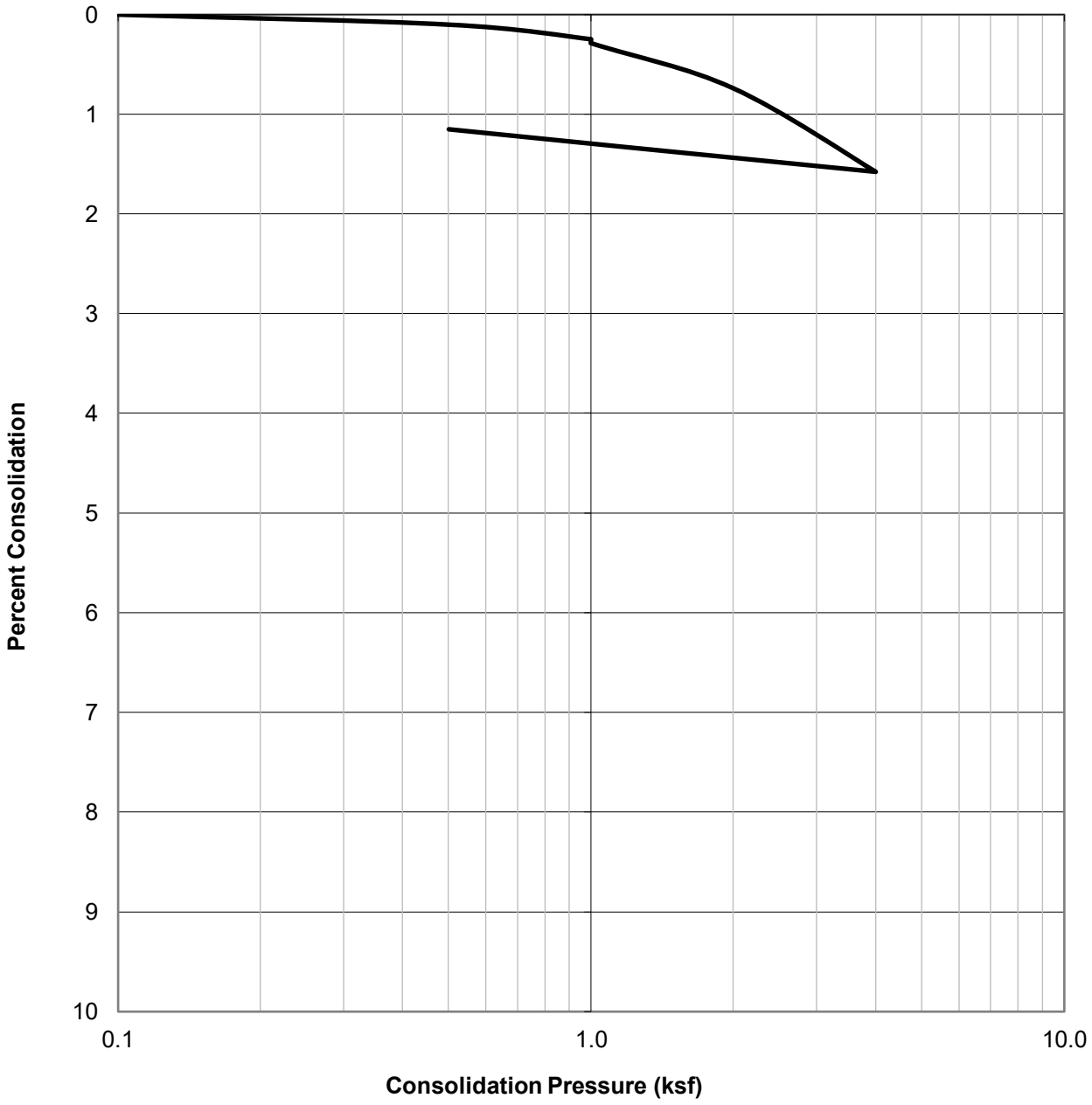
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Project No.: W1500-06-29

MAGIC JOHNSON PARK
12416 AVALON BOULEVARD
LOS ANGELES, CALIFORNIA

May 2026 Figure B8

WATER ADDED AT 1.0 KSF



SAMPLE ID.	SOIL TYPE	DRY DENSITY (PCF)	INITIAL MOISTURE (%)	FINAL MOISTURE (%)
B2@10'	Sandy Silt (ML)	95.5	15.4	24.7

GEOCON

CONSOLIDATION TEST RESULTS

ASTM D-2435

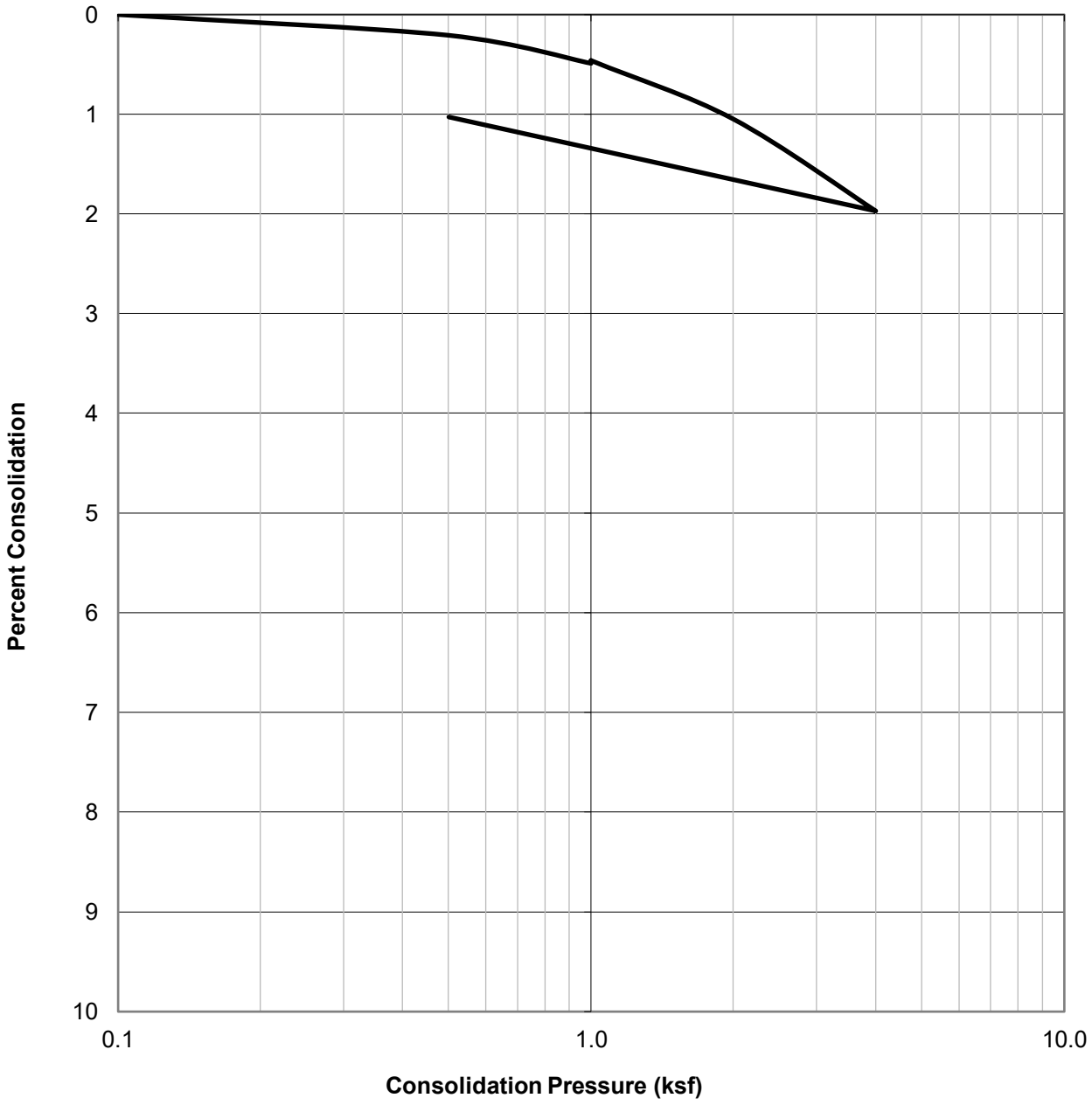
Checked by: AH

Project No.: W1500-06-29

MAGIC JOHNSON PARK
12416 AVALON BOULEVARD
LOS ANGELES, CALIFORNIA

May 2026 Figure B9

WATER ADDED AT 1.0 KSF



SAMPLE ID.	SOIL TYPE	DRY DENSITY (PCF)	INITIAL MOISTURE (%)	FINAL MOISTURE (%)
B2@15'	Clayey Sand (SC)	93.5	28.0	29.8

GEOCON

CONSOLIDATION TEST RESULTS

ASTM D-2435

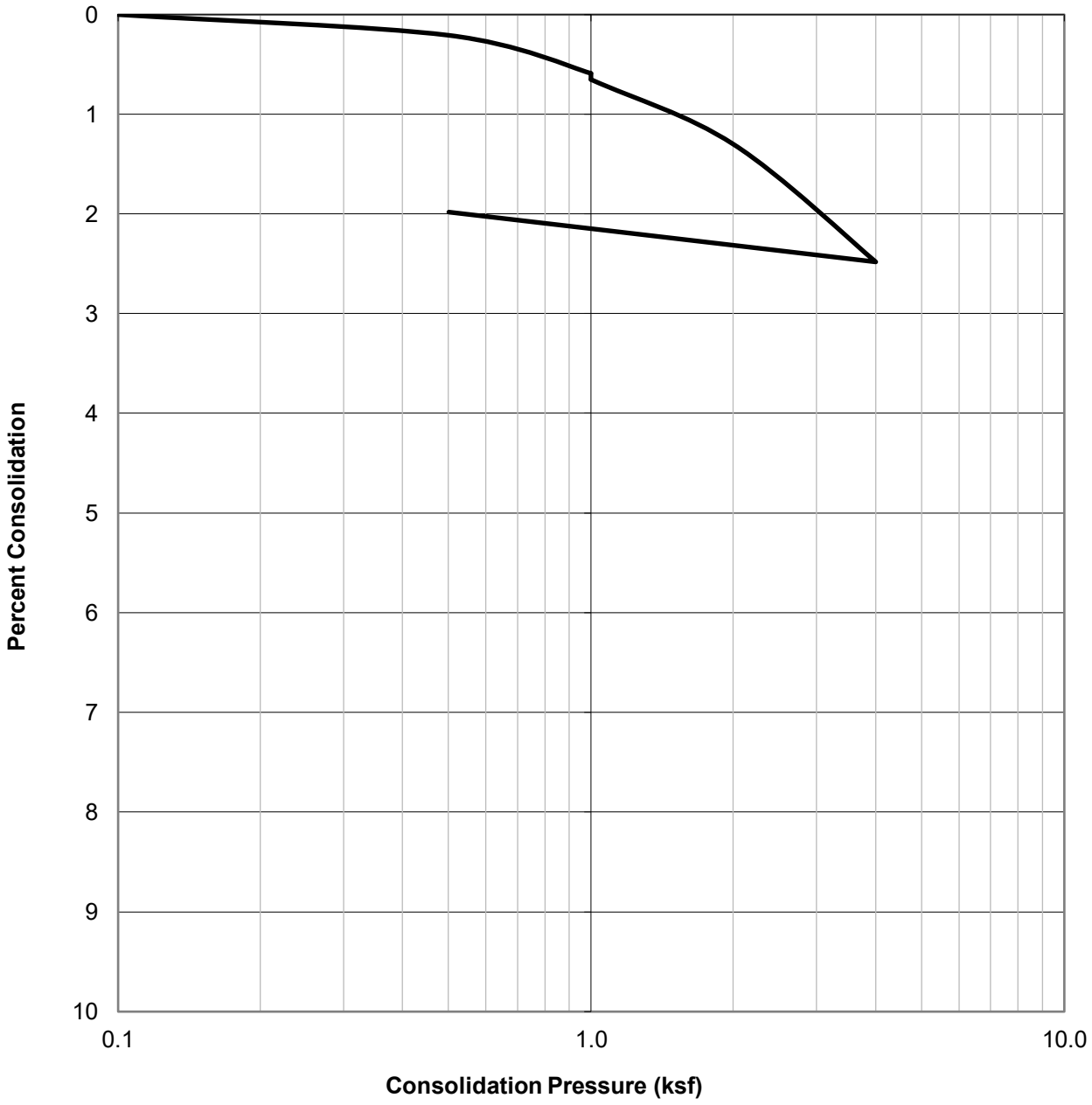
Checked by: AH

Project No.: W1500-06-29

MAGIC JOHNSON PARK
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LOS ANGELES, CALIFORNIA

May 2026 Figure B10

WATER ADDED AT 1.0 KSF



SAMPLE ID.	SOIL TYPE	DRY DENSITY (PCF)	INITIAL MOISTURE (%)	FINAL MOISTURE (%)
B7@9'	Sandy Clay (CL)	109.6	18.0	18.4

GEOCON

CONSOLIDATION TEST RESULTS

ASTM D-2435

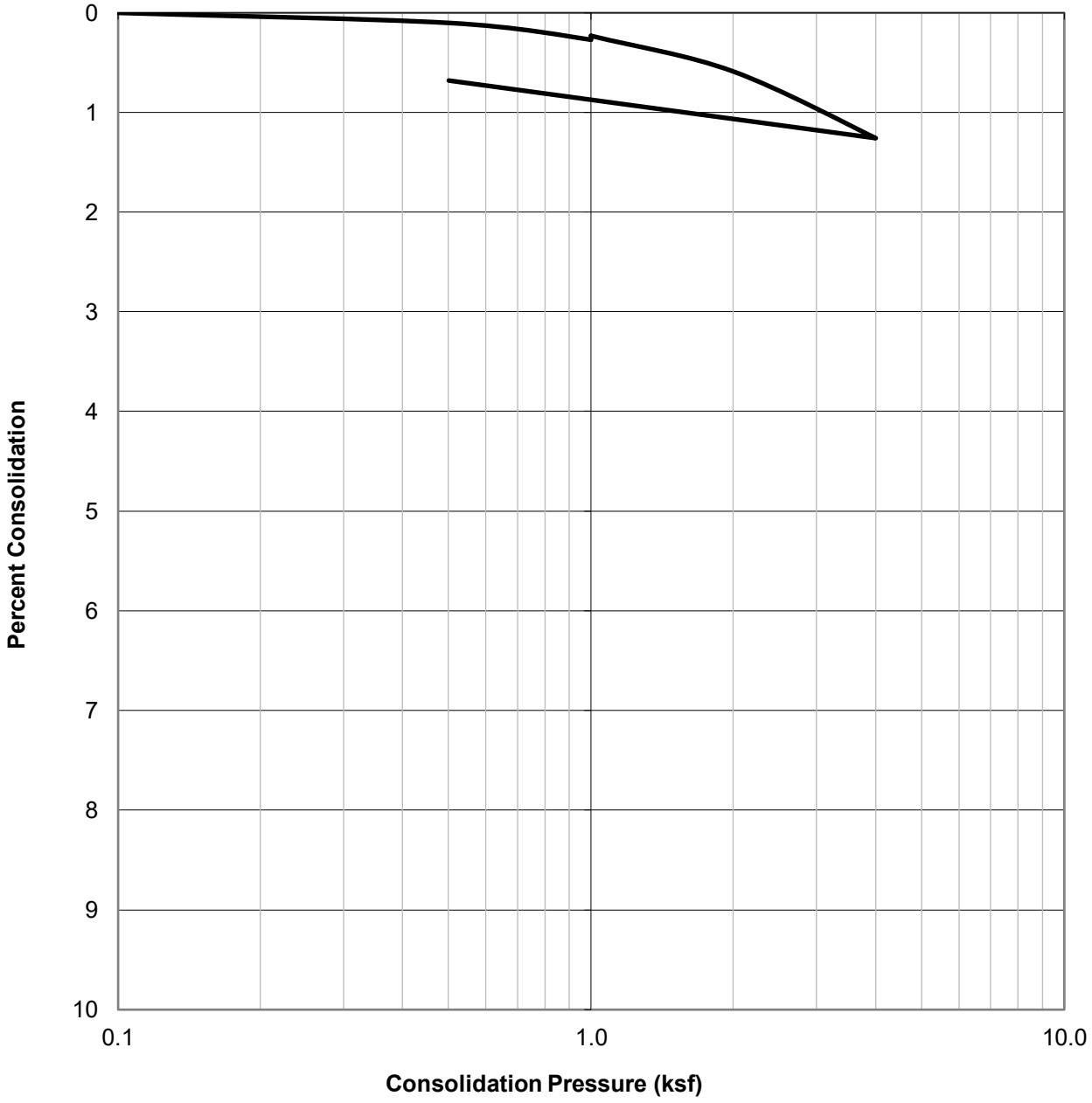
Checked by: AH

Project No.: W1500-06-29

MAGIC JOHNSON PARK
12416 AVALON BOULEVARD
LOS ANGELES, CALIFORNIA

May 2026 Figure B11

WATER ADDED AT 1.0 KSF



SAMPLE ID.	SOIL TYPE	DRY DENSITY (PCF)	INITIAL MOISTURE (%)	FINAL MOISTURE (%)
B7@20'	Sandy Silt (ML)	106.8	19.1	20.4

GEOCON

CONSOLIDATION TEST RESULTS

ASTM D-2435

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Project No.: W1500-06-29

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LOS ANGELES, CALIFORNIA

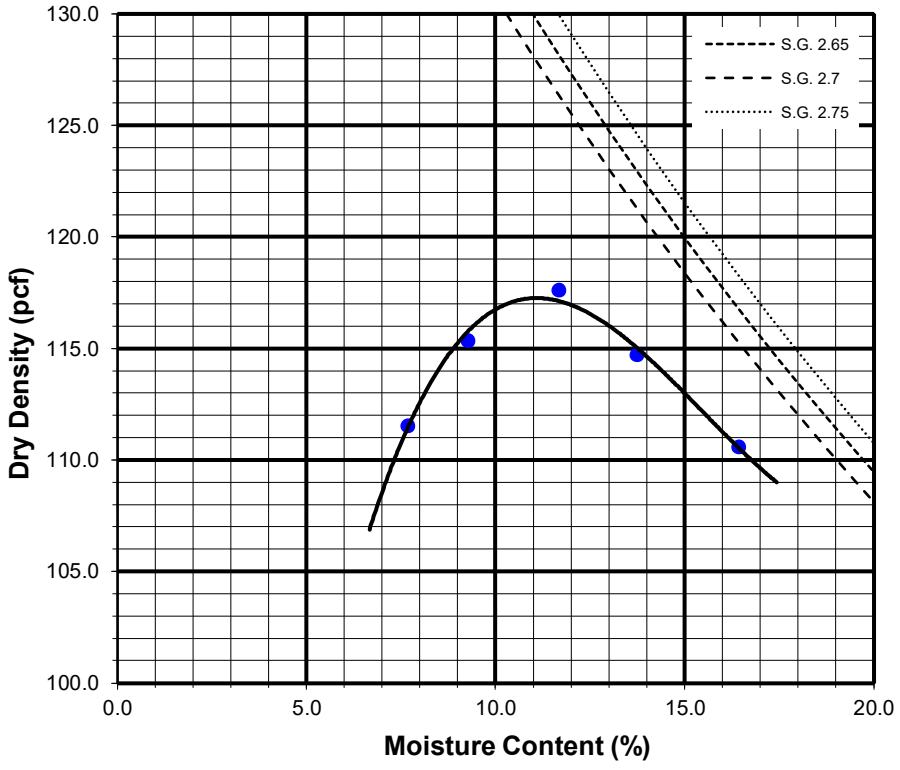
May 2026 Figure B12

Sample No:

B2/B3 MIXED @0-3'	Clay (CL) & Silt (ML)

TEST NO.		1	2	3	4	5	6
Wt. Compacted Soil + Mold	(g)	6190	6270	6257	6231	6100	
Weight of Mold	(g)	4286	4286	4286	4286	4286	
Net Weight of Soil	(g)	1904	1984	1971	1945	1814	
Wet Weight of Soil + Cont.	(g)	839.4	777.9	677.0	823.4	794.1	
Dry Weight of Soil + Cont.	(g)	793.7	728.0	631.5	749.6	759.0	
Weight of Container	(g)	300.3	300.4	300.1	300.4	301.4	
Moisture Content	(%)	9.3	11.7	13.7	16.4	7.7	
Wet Density	(pcf)	126.1	131.3	130.5	128.8	120.1	
Dry Density	(pcf)	115.4	117.6	114.7	110.6	111.5	

Maximum Dry Density (pcf)	**118.0**	**Optimum Moisture Content (%)**	**11.0**



Preparation Method: A

GEOCON

COMPACTION CHARACTERISTICS USING MODIFIED EFFORT TEST RESULTS

ASTM D-1557

Checked by: AH

Project No.: W1500-06-29

MAGIC JOHNSON PARK
12416 AVALON BOULEVARD
LOS ANGELES, CALIFORNIA

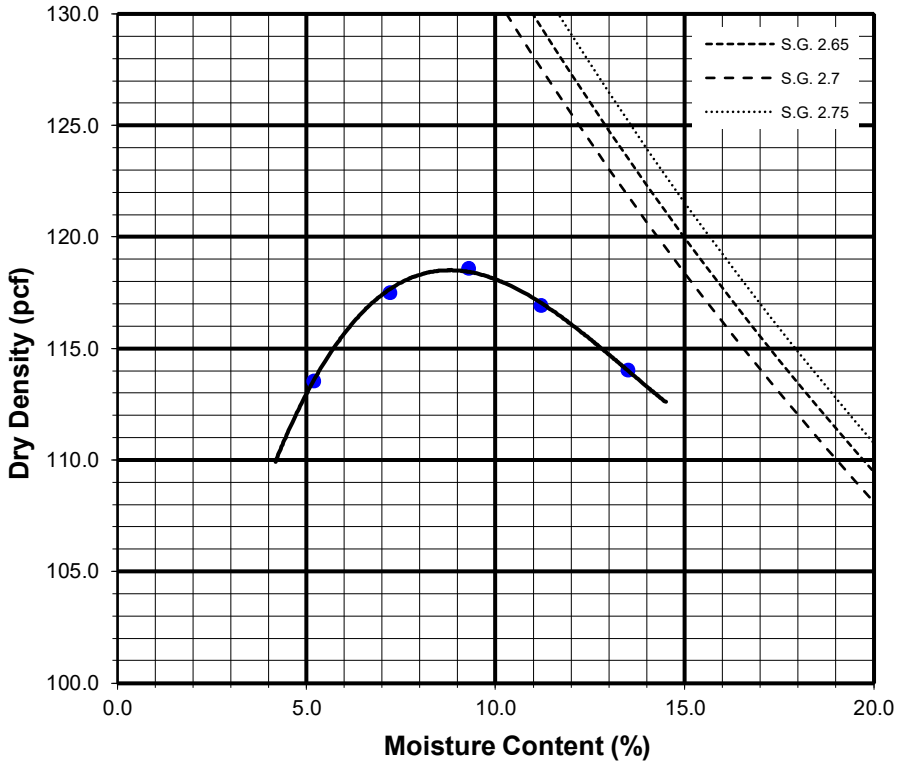
May 2026 Figure B13

Sample No:

B5/B6 MIXED @0-3'	Sandy Silt (ML) & Silty Sand (SM)

TEST NO.		1	2	3	4	5	6
Wt. Compacted Soil + Mold	(g)	6189	6244	6250	6241	6090	
Weight of Mold	(g)	4286	4286	4286	4286	4286	
Net Weight of Soil	(g)	1903	1958	1964	1955	1804	
Wet Weight of Soil + Cont.	(g)	753.0	832.7	782.2	844.4	690.1	
Dry Weight of Soil + Cont.	(g)	722.7	787.5	733.8	779.7	670.9	
Weight of Container	(g)	301.7	300.6	301.2	300.2	300.3	
Moisture Content	(%)	7.2	9.3	11.2	13.5	5.2	
Wet Density	(pcf)	126.0	129.6	130.0	129.4	119.4	
Dry Density	(pcf)	117.5	118.6	116.9	114.0	113.5	

Maximum Dry Density (pcf)	**119.0**	**Optimum Moisture Content (%)**	**8.5**



Preparation Method: A

GEOCON

COMPACTION CHARACTERISTICS USING MODIFIED EFFORT TEST RESULTS

ASTM D-1557

Checked by: AH

Project No.: W1500-06-29

MAGIC JOHNSON PARK
12416 AVALON BOULEVARD
LOS ANGELES, CALIFORNIA

May 2026 Figure B14

B2/B3 MIXED @0-3'

MOLDED SPECIMEN		BEFORE TEST	AFTER TEST
Specimen Diameter	(in.)	4.0	4.0
Specimen Height	(in.)	1.0	1.1
Wt. Comp. Soil + Mold	(gm)	748.5	793.2
Wt. of Mold	(gm)	367.5	367.5
Specific Gravity	(Assumed)	2.7	2.7
Wet Wt. of Soil + Cont.	(gm)	511.1	793.2
Dry Wt. of Soil + Cont.	(gm)	478.2	339.3
Wt. of Container	(gm)	211.1	367.5
Moisture Content	(%)	12.3	25.5
Wet Density	(pcf)	114.9	128.2
Dry Density	(pcf)	102.3	102.2
Void Ratio		0.6	0.7
Total Porosity		0.4	0.4
Pore Volume	(cc)	81.3	94.1
Degree of Saturation	(%) [S_{meas}]	51.7	91.9

Date	Time	Pressure (psi)	Elapsed Time (min)	Dial Readings (in.)
4/27/2026	10:00	1.0	0	0.2864
4/27/2026	10:10	1.0	10	0.2856
Add Distilled Water to the Specimen				
4/28/2026	10:00	1.0	1430	0.3472
4/28/2026	11:00	1.0	1490	0.3472

Expansion Index (EI meas) =	61.6
Expansion Index (Report) =	**62**

Expansion Index, EI_{50}	CBC CLASSIFICATION *	UBC CLASSIFICATION **
0-20	Non-Expansive	Very Low
21-50	Expansive	Low
51-90	Expansive	Medium
91-130	Expansive	High
>130	Expansive	Very High

* Reference: 2025 California Building Code, Section 1803.5.3

** Reference: 1997 Uniform Building Code, Table 18-I-B.

GEOCON

EXPANSION INDEX TEST RESULTS

ASTM D-4829

Checked by: AH

Project No.: W1500-06-29

MAGIC JOHNSON PARK
12416 AVALON BOULEVARD
LOS ANGELES, CALIFORNIA

May 2026 Figure B15

B5/B6 MIXED @0-3'

MOLDED SPECIMEN		BEFORE TEST	AFTER TEST
Specimen Diameter	(in.)	4.0	4.0
Specimen Height	(in.)	1.0	1.0
Wt. Comp. Soil + Mold	(gm)	769.4	808.1
Wt. of Mold	(gm)	370.7	370.7
Specific Gravity	(Assumed)	2.7	2.7
Wet Wt. of Soil + Cont.	(gm)	511.1	808.1
Dry Wt. of Soil + Cont.	(gm)	485.1	364.1
Wt. of Container	(gm)	211.1	370.7
Moisture Content	(%)	9.5	20.1
Wet Density	(pcf)	120.3	131.8
Dry Density	(pcf)	109.8	109.7
Void Ratio		0.5	0.6
Total Porosity		0.3	0.4
Pore Volume	(cc)	72.1	77.1
Degree of Saturation	(%) [S_{meas}]	48.3	95.0

Date	Time	Pressure (psi)	Elapsed Time (min)	Dial Readings (in.)
4/27/2026	10:00	1.0	0	0.2509
4/27/2026	10:10	1.0	10	0.2503
Add Distilled Water to the Specimen				
4/28/2026	10:00	1.0	1430	0.2744
4/28/2026	11:00	1.0	1490	0.2744

Expansion Index (EI meas) =	24.1
Expansion Index (Report) =	**24**

Expansion Index, EI_{50}	CBC CLASSIFICATION *	UBC CLASSIFICATION **
0-20	Non-Expansive	Very Low
21-50	Expansive	Low
51-90	Expansive	Medium
91-130	Expansive	High
>130	Expansive	Very High

* Reference: 2025 California Building Code, Section 1803.5.3

** Reference: 1997 Uniform Building Code, Table 18-I-B.

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EXPANSION INDEX TEST RESULTS

ASTM D-4829

Checked by: AH

Project No.: W1500-06-29

MAGIC JOHNSON PARK
12416 AVALON BOULEVARD
LOS ANGELES, CALIFORNIA

May 2026 Figure B16

SUMMARY OF LABORATORY
POTENTIAL OF HYDROGEN (pH) AND RESISTIVITY TEST RESULTS
AASHTO T289 ASTM D4972 and AASHTO T288 ASTM G187

Sample No.	pH	Resistivity (ohm centimeters)
B2/B3 MIXED @0-3'	8.1	1500 (Corrosive)
B5/B6 MIXED@0-3'	7.8	1900 (Corrosive)

SUMMARY OF LABORATORY CHLORIDE CONTENT TEST RESULTS
AASHTO T291 ASTM C1218

Sample No.	Chloride Ion Content (%)
B2/B3 MIXED @0-3'	0.007
B5/B6 MIXED@0-3'	0.005

SUMMARY OF LABORATORY WATER SOLUBLE SULFATE TEST RESULTS
AASHTO T290 ASTM C1580

Sample No.	Water Soluble Sulfate (% SO_4)	Sulfate Exposure
B2/B3 MIXED @0-3'	0.000	S0
B5/B6 MIXED @0-3'	0.000	S0

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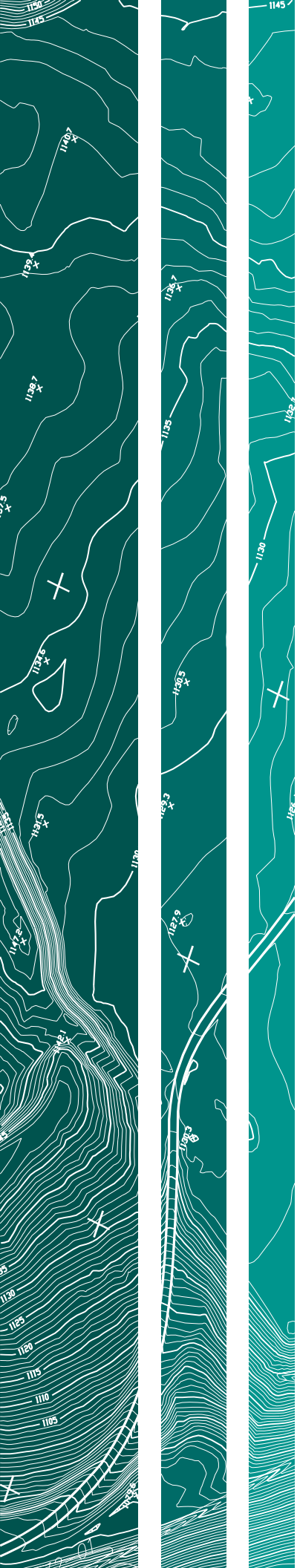
CORROSIVITY TEST RESULTS

Checked by: AH

Project No.: W1500-06-29

MAGIC JOHNSON PARK
12416 AVALON BOULEVARD
LOS ANGELES, CALIFORNIA

May 2026 Figure B17



GEOCON

LIMITED GEOTECHNICAL INVESTIGATION

MAGIC JOHNSON PARK – MAKE READY AND PARKING PROJECT
12416 AVALON BOULEVARD
LOS ANGELES, CALIFORNIA

REVISED JUNE 5, 2026
PROJECT NO. W1500-06-29

PREPARED FOR:
Los Angeles County Public Works
Alhambra, California

Project No. W1500-06-29
Revised June 5, 2026

Mr. Guido Pace
Los Angeles County Public Works
PMD II-5th Floor
900 South Fremont Avenue
Alhambra, CA 91803

Subject: LIMITED GEOTECHNICAL INVESTIGATION
MAGIC JOHNSON PARK – MAKE READY PARKING PROEJCT
12416 AVALON BOULEVARD, LOS ANGELES, CALIFORNIA

Ladies and Gentlemen:

In accordance with your authorization of our proposal dated April 7, 2026, we have performed a limited geotechnical investigation for the proposed Magic Johnson Park – Make Ready and parking project, located at 12416 Avalon Boulevard in the city of Los Angeles, California. The accompanying report presents the findings of our study, our conclusions and recommendations pertaining to the geotechnical aspects of the proposed design and construction.

Based on the results of our investigation, it is our opinion that the site improvements can be constructed as proposed, provided the recommendations of this report are followed and implemented during design and construction.

If you have any questions regarding this report, or if we may be of further service, please contact the undersigned.

Very truly yours,

GEOCON WEST, INC.





Angel Hernandez
Staff Engineer

Neal Berliner
GE 2576

(email) Addressee

TABLE OF CONTENTS

1. PURPOSE AND SCOPE 1
2. SITE AND PROJECT DESCRIPTION 1
3. SOIL AND GEOLOGIC CONDITIONS 2
   3.1 Artificial Fill 2
   3.2 Alluvium 2
4. GROUNDWATER 3
5. CONCLUSIONS AND RECOMMENDATIONS 4
   5.1 General 4
   5.2 Soil and Excavation Characteristics 7
   5.3 Minimum Resistivity, pH, and Water-Soluble Sulfate 7
   5.4 Grading 8
   5.5 Conventional Foundation Design – Perimeter Screen Walls 10
   5.6 Deepened Foundation Design – End-Bearing Caissons 11
   5.7 Deepened Foundation Installation (End-Bearing Caissons) 12
   5.8 Miscellaneous Foundations 13
   5.9 Lateral Design 14
   5.10 Exterior Concrete Slabs-on-Grade 15
   5.11 Preliminary Pavement Recommendations 17
   5.12 Stormwater Infiltration 18
   5.13 Temporary Excavation 20
   5.14 Slot Cutting 21
   5.15 Surface Drainage 22
   5.16 Plan Review 23

LIMITATIONS AND UNIFORMITY OF CONDITIONS

MAPS AND ILLUSTRATIONS
   Figure 1, Vicinity Map
   Figure 2, Site Plan
   Figures 3 and 4, Percolation Test Results

APPENDIX A
   FIELD INVESTIGATION
   Figures A1 through A8, Boring Logs

APPENDIX B
   LABORATORY TESTING
   Figures B1 through B7, Direct Shear Test Results
   Figures B8 through B12, Consolidation Test Results
   Figure B13 and B14, Modified Compaction Test Results
   Figures B15 and B16, Expansion Index Test Results
   Figure B17, Corrosivity Test Results

LIST OF REFERENCES

LIMITED GEOTECHNICAL INVESTIGATION

1. PURPOSE AND SCOPE

This report presents the results of the limited geotechnical investigation for the proposed Magic Johnson Park – Make Ready and Parking project, located at 12416 Avalon Boulevard in the city of Los Angeles, California (see Vicinity Map, Figure 1). The purpose of the investigation was to evaluate subsurface soil and geologic conditions underlying the site and, based on conditions encountered, to provide conclusions and recommendations pertaining to the geotechnical aspects of the proposed design and construction.

The scope of this investigation included site reconnaissance, field exploration, laboratory testing, engineering analysis, and the preparation of this report. The site was explored on April 17 and 20, 2026, by excavating eight 4-inch-diameter borings using a hand auger and digging equipment to a maximum depth of 20½ feet beneath the ground surface. Additionally, percolation testing was performed at two boring locations to determine the feasibility of stormwater infiltration for the upper site soils. The approximate locations of the exploratory borings are depicted on the Site Plan (see Figure 2). A detailed discussion of the field investigation, including boring logs, is presented in Appendix A.

Laboratory tests were performed on selected soil samples obtained during the investigation to evaluate pertinent physical and chemical soil properties. Appendix B presents a summary of the laboratory test results.

The recommendations presented herein are based on analysis of the data obtained during the investigation and our experience with similar soil and geologic conditions. References reviewed to prepare this report are provided in the *List of References* section.

If project details vary significantly from those described herein, Geocon should be contacted to determine the necessity for review and possible revision of this report.

2. SITE AND PROJECT DESCRIPTION

The subject areas of proposed improvements are within Magic Johnson Park, located at 12416 Avalon Boulevard in the city of Los Angeles, California. The site is bounded by a residential neighborhood and East 122nd Street to the north, a man-made lake to the east, a preparatory academy to the south, and Avalon Boulevard to the west. The site is relatively level, and surface water drainage at the site appears to sheet flow along the existing topography to the city streets and surrounding areas.

Based on the information provided by the Client, it is our understanding that the proposed improvements will consist of two asphalt -paved parking areas (north and south), light poles (up to 24 feet in height), masonry perimeter walls (up to 8 feet in height), fencing, and trash enclosures. The existing site conditions and proposed improvements are illustrated on the Site Plan (see Figure 2).

Once the design phase and structure loading configuration, if any, proceed to a more finalized plan, the recommendations within this report should be reviewed and revised, if necessary. Any changes in the design, location, or elevation of proposed improvements, as outlined in this report, should be reviewed by this office. Geocon should be contacted to determine the necessity for review and possible revision of this report.

3. SOIL AND GEOLOGIC CONDITIONS

Based on published geologic maps of the area, the site is underlain by artificial fill and Holocene-age alluvial fan deposits. Detailed stratigraphic profiles of the materials encountered at the site are provided on the boring logs in Appendix A.

3.1 Artificial Fill

Artificial fill was generally encountered at depths between 2 and 3 feet below the existing ground surface during our site explorations. However, a deeper accumulation on the order of approximately 4½ to 7 feet was encountered at borings B6, B7, and B8. The artificial fill generally consists of brown and dark brown silty sand and sandy silt that can be characterized as slightly moist to moist and loose to medium dense or soft to firm with varying amounts of course-grained sand and fine- to coarse-grain gravel. The fill is likely the result of past grading or construction activities at the site. Deeper fill may exist between excavations and in other portions of the site that were not directly explored.

3.2 Alluvium

Pleistocene age alluvium was encountered beneath the fill in all borings excavated to the maximum depth explored of 20½ feet below the existing ground surface. The alluvium generally consists of brown to light brown silty sand, sand with silt, sandy silt, clayey sand, well-graded sand with silt and poorly graded sand. The alluvial soils are characterized as slightly moist to moist and loose to medium dense or soft to firm.

4. GROUNDWATER

Review of the Seismic Hazard Zone Report for the Canoga Park Quadrangle (California Division of Mines and Geology [CDMG], 1997) indicates that the historically highest groundwater level in the area is on the order of 30 feet beneath the existing ground surface. Groundwater information presented in this document is generated from data collected in the early 1900's to the late 1990s.

Groundwater was not encountered in our borings drilled to a maximum depth of approximately 20½ feet below the existing ground surface. However, it is not uncommon for groundwater levels to vary seasonally or for groundwater seepage conditions to develop where none previously existed (especially in impermeable fine-grained soils which are heavily irrigated or after seasonal rainfall). Groundwater seepage levels encountered during construction may actually be higher than those encountered during our investigation. In addition, recent requirements for stormwater infiltration could result in shallower seepage conditions in the region. Proper surface drainage of irrigation and precipitation will be critical for the future performance of the project. Recommendations for drainage are provided in the *Surface Drainage* section of this report (see Section 5.15).

5. CONCLUSIONS AND RECOMMENDATIONS

5.1 General

5.1.1 It is our opinion that neither soil nor geologic conditions were encountered during the investigation that would preclude the construction of the proposed improvements, provided the recommendations presented herein are followed and implemented during design and construction.

5.1.2 Artificial fill was generally encountered at depths between 2 and 3 feet below the existing ground surface during our site explorations. However, a deeper accumulation on the order of approximately 4½ to 7 feet was encountered at borings B6, B7, and B8. The existing fill is believed to be the result of past grading and/or construction activities at the site. Deeper fill may exist in other areas of the site that were not directly explored. It is our opinion that the existing fill, in its present condition, is not suitable for direct support of proposed improvements. However, the existing fill and site soils are suitable for re-use as engineered fill, provided the recommendations in the *Grading* section of this report are followed (see Section 5.4).

5.1.3 It is our understanding that masonry perimeter screen walls are proposed along the northern and southern property boundaries of the north and south parking lots. Proposed screen walls will be up to 8 feet in height. The proposed screen wall improvements may be supported on conventional foundations deriving support in competent, undisturbed alluvium below a depth of 3 feet. Foundations should be deepened as necessary to penetrate through existing fill and unsuitable soils and derive support in the competent, undisturbed alluvium. The limits of existing fill and/or soft soil removal will be verified by the Geocon representative during site grading activities. Recommendations for the design of a conventional foundation system are provided in Section 5.5.

5.1.4 As indicated above, a deeper accumulation of existing artificial fill, on the order of approximately 4½ to 7 feet, was encountered at borings B6, B7, and B8. Based on the depth of artificial fill encountered in the immediate vicinity of the proposed masonry perimeter screen wall improvements on the southern parking lot, excavations on the order of up to 7 feet in height may be required for the construction of the foundation system for the perimeter wall. Performing deep open excavations adjacent to existing structures or off-site improvements could potentially remove lateral support and/or undermine the existing foundations and improvements. Based on these considerations and as an alternative to the use of a conventional foundation system, the proposed improvements may be supported by a deepened foundation consisting of a series of pad footings or end bearing, drilled, cast-in-place concrete caissons. Foundations should be deepened as necessary to penetrate through any unsuitable soils and derive support in the competent alluvial soils. The use of such a foundation system will not require a continuous excavation along the property boundary and, therefore, will maintain the necessary lateral support for the existing foundation or offsite improvements. Additionally, deepening foundations minimizes excavation complexity and eliminates the need for slot cutting or shoring. Once the pad footings and or caissons are placed, a grade beam can be placed at the ground surface spanning across the tops of the caissons and/or pad foundations. The appropriate span between pads/caissons should be determined by a qualified structural engineer. All foundation excavations must be observed and approved in writing by the Geotechnical Engineer prior to placement of steel or concrete. Recommendations for caisson foundations are provided in section 5.6 of this report.

5.1.5 Proposed light poles may be supported on drilled cast-in-place concrete end-bearing caissons deriving support in the competent undisturbed alluvial soils generally found at or below the depth of 3 feet. Foundations should be deepened as necessary to penetrate through any unsuitable soils and derive support in the competent, undisturbed alluvial soils. All foundation excavations must be observed and approved in writing by the Geotechnical Engineer prior to placement of steel or concrete. Recommendations for the design and installation of caisson foundations are provided in sections 5.6 and 5.7 of this report.

5.1.6 Where new paving is to be placed, it is recommended that existing fill soils and soft alluvial soils be excavated and properly compacted for paving support. The client should be aware that excavation and compaction of existing fill in the area of new paving is not required; however, paving constructed over existing uncertified fill or unsuitable soils may experience increased settlement and/or cracking, and may therefore have a shorter design life and increased maintenance costs. As a minimum, the upper 12 inches of soil should be scarified, moisture conditioned to approximately 2 percent above optimum moisture content, and properly compacted for paving support. Paving recommendations are provided in the *Preliminary Pavement Recommendations* section of this report (see Section 5.11).

5.1.7 Foundations for small outlying structures, such as block walls up to 6 feet high, planter walls, and trash enclosures, which will not be tied to existing or proposed structures, may be supported on conventional foundations bearing on a minimum of 12 inches of newly placed engineered fill, which extends laterally at least 12 inches beyond the foundation area. Where excavation and proper compaction cannot be performed, foundations may derive support directly from the undisturbed alluvium. Foundations should be deepened as necessary to maintain a minimum of 12-inch embedment into recommended bearing materials. If the soils exposed in the excavation bottom are soft or loose, compaction of the soft soils will be required prior to placing steel or concrete. Compaction of the foundation excavation bottom is typically accomplished with a compaction wheel or mechanical whacker and must be observed and approved in writing by a Geocon representative.

5.1.8 All excavations must be observed and approved in writing by the Geotechnical Engineer (a representative of Geocon) prior to the placement of bedding materials, fill, gravel, steel, or concrete.

5.1.9 During the field exploration, percolation testing was performed in borings B2 and B6 to determine the feasibility of stormwater infiltration. A detailed discussion of the results and infiltration recommendations is provided in the *Stormwater Infiltration* section of this report (see Section 5.12).

5.1.10 **This statement is made in accordance with the County of Los Angeles, Section 111. It is the opinion of this office that, provided** our **recommendations are followed and properly maintained, (1) the proposed development will be safe for its intended use against hazard from landslide, settlement or slippage and (2) the proposed structures will have no adverse effect on the geotechnical stability of the site or area outside of the proposed work.**

5.1.11 Once the design and foundation loading configuration for the proposed improvements proceeds to a more finalized plan, the recommendations within this report should be reviewed and revised, if necessary. Based on the final foundation loading configurations, the potential for settlement should be re-evaluated by this office, if necessary.

5.1.12 Any changes in the design, location, or elevation, as outlined in this report, should be reviewed by this office. Geocon should be contacted to determine the necessity for review and possible revision of this report.

5.2 Soil and Excavation Characteristics

5.2.1 The in-situ soils can be excavated with moderate effort using conventional excavation equipment. Some caving should be anticipated in unshored excavations, especially where granular soils are encountered.

5.2.2 It is the responsibility of the contractor to ensure that all excavations and trenches are properly shored and maintained in accordance with applicable OSHA rules and regulations to maintain safety and maintain the stability of existing adjacent improvements.

5.2.3 The upper 3 feet of existing site soils encountered during the investigation are considered to have a “low to medium” expansive potential (EI = 24 & 62) and are classified as “expansive” in accordance with the 2025 California Building Code (CBC) Section 1803.5.3. The recommendations presented herein assume that foundations and slabs will derive support in these materials.

5.3 Minimum Resistivity, pH, and Water-Soluble Sulfate

5.3.1 Potential of Hydrogen (pH) and resistivity testing, as well as chloride content testing were performed on representative samples of soil to generally evaluate the corrosion potential to surface utilities. The tests were performed in accordance with California Test Method Nos. 643 and 422, and indicate that the soils are considered “corrosive” with respect to corrosion of buried ferrous metals on site. The results are presented in Appendix B (Figure B17) and should be considered for the design of underground structures. Due to the corrosive potential of the soil, it is recommended that PVC, ABS, or other approved plastic piping be utilized in lieu of cast-iron when in direct contact with the site soils.

5.3.2 Laboratory tests were performed on representative samples of the on-site soil to measure the percentage of water-soluble sulfate content. Results from the laboratory water-soluble sulfate tests are presented in Appendix B (Figure B17) and indicate that the on-site soil possesses a sulfate exposure class of "S0" to concrete structures as defined by 2025 CBC Section 1904 and ACI 318 Chapter 19.

5.3.3 Geocon West, Inc. does not practice in the field of corrosion engineering and mitigation. If corrosion-sensitive improvements are planned, it is recommended that a corrosion engineer be retained to evaluate corrosion test results and incorporate the necessary precautions to avoid premature corrosion of buried metal pipes and concrete structures in direct contact with the soils.

5.4 Grading

5.4.1 Grading is anticipated to include subgrade preparation for the proposed pavement improvements, foundations for light poles and ancillary improvements, and installation of stormwater infiltration systems.

5.4.2 A preconstruction conference should be held at the site prior to the beginning of excavation operations, with the owner, contractor, civil engineer, geotechnical engineer, and building official in attendance. Special soil handling requirements can be discussed at that time.

5.4.3 Earthwork should be observed, and compacted fill should be tested by representatives of Geocon West, Inc. The existing fill and alluvial soil encountered during exploration are suitable for re-use as an engineered fill, provided that any encountered oversize material (greater than 6 inches) and any encountered deleterious debris are removed.

5.4.4 Grading should commence with the removal of existing vegetation and existing improvements from the area to be graded. Deleterious debris, such as wood and root structures, should be exported from the site and should not be mixed with the fill soils. Asphalt and concrete should not be mixed with the fill soils unless approved by the Geotechnical Engineer. Existing underground improvements planned for removal should be excavated, and the resulting depressions properly backfilled in accordance with the procedures described herein. Once a clean excavation bottom has been established, it must be observed and approved in writing by the Geotechnical Engineer (a representative of Geocon West, Inc.).

5.4.5 Proposed improvements may be supported on conventional foundations and/or end-bearing caissons deriving support in competent undisturbed alluvium. Foundations should be

deepened as necessary to penetrate through any unsuitable soils and derive support in the recommended bearing materials.

5.4.6 All fill and backfill soils should be placed in horizontal loose layers approximately 6 to 8 inches thick, moisture conditioned to approximately 2 percent above optimum moisture content, and properly compacted to a minimum 90 percent of the maximum dry density in accordance with ASTM D 1557 (latest edition).

5.4.7 Although not anticipated for this project, all imported fill should be observed, tested, and approved by Geocon West, Inc. prior to bringing soil to the site. Import fill should consist of the characteristics presented in the table below.

SUMMARY OF IMPORT FILL RECOMMENDATIONS

Soil Characteristic	Values
Expansion Potential	"Very Low" (Expansion Index of 40 or less)
Particle Size	Maximum Dimension Less Than 6 Inches
	Free of Debris
Corrosivity	Less Detrimental Than Existing Onsite Soils

5.4.8. Where new paving is to be placed, it is recommended that existing fill and soft alluvium be excavated and properly compacted for paving support. The client should be aware that excavation and compaction of all existing fill and soft alluvial soils in the area of new paving is not required; however, paving constructed over existing uncertified fill or unsuitable alluvial soil may experience increased settlement and/or cracking, and may therefore have a shorter design life and increased maintenance costs. As a minimum, the upper 12 inches of soil should be scarified, moisture conditioned to approximately 2 percent above optimum moisture content, and compacted to at least 95 percent relative compaction, as determined by ASTM D 1557 (latest edition). Paving recommendations are provided in the *Preliminary Pavement Recommendations* section of this report (see Section 5.11).

5.4.9 Utility trenches should be properly backfilled in accordance with the following requirements. The pipe should be bedded with clean sands (Sand Equivalent greater than 30) to a depth of at least 1 foot over the pipe, and the bedding material must be inspected and approved in writing by the Geotechnical Engineer (a representative of Geocon). The use of gravel is not acceptable unless used in conjunction with filter fabric to prevent the gravel from having direct contact with soil. The remainder of the trench backfill may be derived from onsite soil or approved import soil, compacted as necessary, until the required compaction is obtained. The use of a minimum 2-sack slurry is also acceptable as backfill. Prior to placing any bedding

materials or pipes, the excavation bottom must be observed and approved in writing by the Geotechnical Engineer (a representative of Geocon).

5.4.10 All trench and foundation excavation bottoms must be observed and approved in writing by the Geotechnical Engineer (a representative of Geocon), prior to placing bedding materials, fill, steel, gravel, or concrete.

5.5 Conventional Foundation Design – Perimeter Screen Walls

5.5.1 Conventional spread foundations may be used for support of the proposed masonry perimeter screen wall improvements, provided foundations derive support in competent, undisturbed alluvium found below the depth of 3 feet.

5.5.2 Conventional shallow spread foundations for proposed improvements should be designed using the parameters in the following table.

SUMMARY OF FOUNDATION RECOMMENDATIONS

Parameter	Value
Minimum Continuous Foundation Width	12 Inches
Minimum Isolated Foundation Width	24 Inches
Minimum Foundation Depth	18 Inches Below Lowest Adjacent Grade & 12 inches into recommended bearing material
Minimum Steel Reinforcement	4 No. 4 Bars, 2 Top and 2 Bottom
Allowable Bearing Pressure – Continuous Foundation	2,000 psf
Allowable Bearing Capacity – Isolated Foundation	2,200 psf
Bearing Capacity Increase	250 psf per Foot of Width
	500 psf per Foot of Depth
Maximum Allowable Bearing Capacity	3,000 psf
Estimated Total Static Settlement	Less than ½ Inch
Estimated Differential Settlement	¼ Inch over 20 Feet

5.5.3 The above foundation dimensions and minimum reinforcement recommendations are based on soil conditions and building code requirements only and are not intended to be used in lieu of those required for structural purposes.

5.5.4 The allowable bearing pressures may be increased by one-third for transient loads due to wind or seismic forces.

5.5.5 Foundation excavations should be observed and approved in writing by the Geotechnical Engineer (a representative of Geocon West, Inc.), prior to the placement of reinforcing steel and concrete to verify that the excavations and exposed soil conditions are consistent with those anticipated. If unanticipated soil conditions are encountered, foundation modifications may be required.

5.5.6 No special subgrade presaturation is required prior to placement of concrete. However, the slab and foundation subgrade should be sprinkled as necessary to maintain a moist condition as would be expected in any concrete placement.

5.5.7 Once the design and foundation loading configurations for the proposed improvements proceeds to a more finalized plan, the estimated settlements presented in this report should be reviewed and revised, if necessary. If the final foundation loading configurations are greater than the assumed loading conditions, the potential for settlement should be reevaluated by this office.

5.6 Deepened Foundation Design – End-Bearing Caissons

5.6.1 The proposed perimeter screen wall, light poles, and fencing improvements may be supported on a cast-in-drilled-hole end-bearing caisson foundation system deriving support in the competent, undisturbed alluvial soils. Caissons should be a minimum of 18 inches in diameter and should be deepened as necessary to penetrate through any encountered artificial fill or unsuitable soils. Caissons may be assumed fixed at an embedment depth of 5 feet below the ground surface. Where not protected by pavement, the upper two feet of soil should be ignored when calculating axial and lateral capacity. All foundation excavations must be observed and approved by the Geotechnical Engineer (a representative of Geocon), prior to placing steel or concrete.

5.6.2 Caissons may be designed for an allowable bearing capacity of 2,000 pounds per square foot provided they are embedded a minimum of 24 inches into the competent undisturbed alluvial soil generally found below a depth of 3 feet. The soil bearing pressure above may be increased by 200 psf and 400 psf for each additional foot of foundation diameter and depth, respectively, up to a maximum allowable soil bearing pressure of 3,000 psf.

5.6.3 Uplift capacity may be assumed to be ½ the allowable downward capacity. The caisson capacities indicated above are for the total of dead and frequently applied live loads and may be increased by one-third for short-duration loading, which includes the effects of transient wind or seismic forces

5.6.4 The maximum expected total settlement for improvements supported on a caisson foundation system is estimated to be ½ inch. The majority of settlements are anticipated to occur on initial application of loading; however, minor additional settlements are expected within the first 12 months.

5.6.5 All drilled caisson excavations must be continuously observed by personnel of this firm to verify adequate depth and penetration into the recommended bearing materials. Foundation excavations should be observed and approved in writing by the Geotechnical Engineer (a representative of Geocon West, Inc.), prior to the placement of reinforcing steel and concrete.

5.7 Deepened Foundation Installation (End-Bearing Caissons)

5.7.1 Casing will be required to prevent excessive caving in drilled excavations, especially where granular soils are encountered. The contractor should have casing available and should be prepared to use it. If casing is used, extreme care should be employed so that the caisson is not pulled apart as the casing is withdrawn. At no time should the distance between the surface of the concrete and the bottom of the casing be less than 5 feet. Continuous observation of the drilling and pouring of the caissons by the Geotechnical Engineer (a representative of Geocon West, Inc.), is required.

5.7.2 Caissons will require the complete removal of all loose earth materials from the bottom of the excavation since the end-bearing capacity is utilized for foundation support. All drilled caisson excavations should be continuously observed by personnel of this firm to verify adequate penetration into the recommended bearing materials.

5.7.3 Groundwater seepage was not encountered in the borings excavated to depths up to 20½ feet beneath the existing ground surface. Although not anticipated, caissons placed below the water level require the use of a tremie to place the concrete into the bottom of the hole. A tremie shall consist of a water-tight tube with a hopper at the top. The tube shall be equipped with a device that will close the discharge end and prevent water from entering the tube while it is being charged with concrete. The tremie shall be supported so as to permit free movement of the discharge end over the entire top surface of the work and to permit rapid lowering when necessary to retard or stop the flow of concrete. The discharge end shall be closed at the start of the work to prevent water from entering the tube and shall be entirely sealed at all times, except when the concrete is being placed. The tremie tube shall be kept full of concrete. The flow shall be continuous until the work is completed, and the resulting concrete seal shall be monolithic and homogeneous. The tip of the tremie tube shall always be kept about 5 feet below the surface of the concrete, and definite steps and safeguards should be taken to ensure that the tip of the tremie tube is never raised above the surface of the concrete.

5.7.4 A special concrete mix should be used for concrete to be placed below water. The design shall provide for concrete with a strength of 1,000 psi over the initial job specification. An admixture that reduces the problem of segregation of paste/aggregates and dilution of paste shall be included. The slump shall be commensurate with any research report for the admixture, provided that it shall also be the minimum for a reasonable consistency for placing when water is present.

5.8 Miscellaneous Foundations

5.8.1 Foundations for small outlying structures, such as non-retaining block walls up to 6 feet in height, planter walls, and trash enclosures, which will not be tied to existing or proposed structures, may be supported on conventional foundations bearing on a minimum of 12 inches of newly placed engineered fill, which extends laterally at least 12 inches beyond the foundation area. Where excavation and compaction cannot be performed, such as adjacent to property lines, foundations may derive support in the undisturbed alluvium and should be deepened as necessary to maintain a minimum 12 inch embedment into the alluvium.

5.8.2 If the soils exposed in the excavation bottom are soft, compaction of the soft soils will be required prior to placing steel or concrete. Compaction of the foundation excavation bottom is typically accomplished with a compaction wheel or mechanical whacker and must be observed and approved by a Geocon representative. Miscellaneous foundations may be designed for a bearing value of 1,500 psf, and should be a minimum of 12 inches in width, 18 inches in depth below the lowest adjacent grade, and 12 inches into the recommended bearing material. The allowable bearing pressure may be increased by up to one-third for transient loads due to wind or seismic forces.

5.8.3 Foundation excavations should be observed and approved in writing by the Geotechnical Engineer (a representative of Geocon West, Inc.), prior to the placement of reinforcing steel and concrete, to verify that the excavations and exposed soil conditions are consistent with those anticipated.

5.9 Lateral Design

5.9.1 Resistance to lateral loading may be provided by friction acting at the base of foundations, slabs, and by passive earth pressure. An allowable coefficient of friction of 0.35 may be used with the dead load forces in the newly placed engineered fill or undisturbed alluvial soils.

5.9.2 Passive earth pressure for the sides of conventional foundations and caissons poured against undisturbed alluvial soils may be computed as an equivalent fluid having a density of 260 pounds per cubic foot (pcf) with a maximum earth pressure of 2,600 psf. Where the upper portions of the caissons are poured against the existing fill soils, the passive value should be reduced to 150 pounds per cubic foot (pcf). For design purposes, this may be assumed to be the upper 3 feet of existing fill soils.

5.9.3 If caissons are spaced at least at least 8 diameters on-center when loaded in-line and at least 3 diameters on-center when loaded in parallel, no reduction in lateral capacity is considered necessary for group effects. If so spaced, caissons may be considered isolated, and the allowable passive pressure may be doubled based on isolated caissons conditions. If caissons spacing is closer, an evaluation for group effects, including appropriate reductions, should be incorporated into the caissons design based on caissons dimension, spacing, and the direction of loading.

5.9.4 To develop the full passive lateral value, provisions should be implemented to ensure firm contact between the caissons and the underlying soils.

5.10 Exterior Concrete Slabs-on-Grade

5.10.1 Exterior concrete slabs-on-grade subject to vehicle loading should be designed in accordance with the recommendations in the *Preliminary Pavement Recommendations* section of this report (Section 5.11).

5.10.2 Exterior slabs for walkways and flatwork, not subject to traffic loads, should be at least 4 inches thick and reinforced with No. 3 steel reinforcing bars placed 18 inches on center in both horizontal directions, positioned near the slab midpoint. Prior to the construction of slabs, the upper 12 inches of subgrade should be moistened to approximately 2 percent above optimum moisture content and properly compacted to at least 95 percent relative compaction, as determined by ASTM D 1557 (latest edition). Crack control joints should be spaced at intervals not greater than 8 feet and should be constructed using saw-cuts or other methods as soon as practical following concrete placement. Crack control joints should extend a minimum depth of one-fourth the slab thickness. Construction joints should be designed by the project's structural engineer.

5.10.3 The moisture content of the slab subgrade should be maintained and sprinkled as necessary to maintain a moist condition, as would be expected in any concrete placement.

5.10.4 Slabs-on-grade at the ground surface that may receive moisture-sensitive floor coverings or may be used to store moisture-sensitive materials should be underlain by a vapor retarder placed directly beneath the slab. The vapor retarder and acceptable permeance should be specified by the project architect or developer based on the type of floor covering that will be installed. The vapor retarder selection and design should be consistent with the guidelines presented in Section 9.3 of the American Concrete Institute's (ACI) Guide for Concrete Slabs that Receive Moisture-Sensitive Flooring Materials (ACI 302.2R-06) as well as ASTM E1745, and should be installed in general conformance with ASTM E1643 (latest edition) and the manufacturer's recommendations. A minimum thickness of 15 mils of extruded polyolefin plastic is recommended; vapor retarders that contain recycled content or woven materials are not recommended. The vapor retarder should have a permeance of less than 0.01 perms as demonstrated by testing before and after mandatory conditioning. The vapor retarder should be installed in direct contact with the concrete slab with a proper perimeter seal. If the California Green Building Code requirements apply to this project, the vapor retarder should be underlain by 4 inches of clean aggregate. It is important that the vapor retarder be puncture-resistant since it will be in direct contact with angular gravel. As an alternative to the clean aggregate suggested in the Green Building Code, it is our opinion that the concrete slab-on-grade may be underlain by a vapor retarder over 4 inches of clean sand (sand equivalent greater than 30), since the sand will serve a capillary break and will minimize the potential for punctures and damage to the vapor barrier.

5.10.5 For seismic design purposes, a coefficient of friction of 0.35 may be utilized between concrete slabs and subgrade soils without a moisture barrier, and 0.15 for slabs underlain by a moisture barrier.

5.10.6 The recommendations of this report are intended to reduce the potential for cracking of slabs due to settlement. However, even with the incorporation of the recommendations presented herein, foundations, stucco walls, and slabs-on-grade may exhibit some cracking due to minor soil movement and/or concrete shrinkage. The occurrence of concrete shrinkage cracks is independent of the supporting soil characteristics. Their occurrence may be reduced and/or controlled by limiting the slump of the concrete, proper concrete placement and curing, and by the placement of crack control joints at periodic intervals, in particular, where re-entrant slab corners occur.

5.11 Preliminary Pavement Recommendations

5.11.1 Where new paving is to be placed, it is recommended that existing fill and soft alluvium materials be excavated and properly compacted for paving support. The client should be aware that excavation and compaction of all existing artificial fill and soft alluvium in the area of new paving is not required; however, paving constructed over existing uncertified fill or unsuitable alluvium material may experience increased settlement and/or cracking, and may therefore have a shorter design life and increased maintenance costs. As a minimum, the upper 12 inches of paving subgrade should be scarified, moisture conditioned to approximately 2 percent above optimum moisture content, and properly compacted to at least 95 percent relative compaction, as determined by ASTM D 1557 (latest edition).

5.11.2 The following pavement sections are based on an assumed R-Value of 20. Once site grading activities are complete, an R-Value should be obtained by laboratory testing to confirm the properties of the soils serving as paving subgrade, prior to placing pavement.

5.11.3 The Traffic Indices listed below are estimates. Geocon does not practice in the field of traffic engineering. The actual Traffic Index for each area should be determined by the project civil engineer. If pavement sections for Traffic Indices other than those listed below are required, Geocon should be contacted to provide additional recommendations. Pavement thicknesses were determined following procedures outlined in the *California Highway Design Manual* (Caltrans) for pavements with a 20-year design life. It is anticipated that the majority of traffic will consist of automobile and large truck traffic.

FLEXIBLE PAVEMENT DESIGN SECTIONS

Location	Estimated Traffic Index (TI)	Asphalt Concrete (inches)	Class 2 Aggregate Base (inches)
Automobile Parking and Driveways	4.0	3.0	4.0
Trash Truck & Fire Lanes	7.0	4.0	12

5.11.4 Asphalt concrete should conform to Section 203-6 of the "*Standard Specifications for Public Works Construction"* (Green Book). Class 2 aggregate base materials should conform to Section 26-1.02A of the "*Standard Specifications of the State of California, Department of Transportation"* (Caltrans). The use of Crushed Miscellaneous Base (CMB) in lieu of Class 2 aggregate base is acceptable. Crushed Miscellaneous Base should conform to Section 200-2.4 of the "*Standard Specifications for Public Works Construction"* (Green Book).

5.11.5 Unless specifically designed and evaluated by the project structural engineer, where exterior concrete paving will be utilized for support of vehicles, it is recommended that the concrete be a minimum of 6 inches of concrete reinforced with No. 3 steel reinforcing bars placed 18 inches on center in both horizontal directions. Concrete paving supporting vehicular traffic should be underlain by a minimum of 4 inches of aggregate base and a properly compacted subgrade. The subgrade and base material should be compacted to 95 percent relative compaction as determined by ASTM D 1557 (latest edition).

5.11.6 The performance of pavements is highly dependent upon providing positive surface drainage away from the edge of pavements. Ponding of water on or adjacent to the pavement will likely result in saturation of the subgrade materials and subsequent cracking, subsidence, and pavement distress. If planters are planned adjacent to paving, it is recommended that the perimeter curb be extended at least 12 inches below the bottom of the aggregate base to minimize the introduction of water beneath the paving.

5.12 Stormwater Infiltration

5.12.1 During the site exploration on April 17, 2026, percolation testing was performed in borings B2 and B6. The borings were excavated to a depth of 10½ and 15½, feet below ground surface, respectively. Slotted casing was placed in the boring, and the annular space between the casing and excavation was filled with a filter pack. The borings were then filled with water to pre-saturate the soils. The casing was refilled with water, and percolation test readings were performed after repeated flooding of the cased excavation.

5.12.2 Based on the test results, the field-measured percolation rate and the design infiltration rate are provided in the following table. The Reduction Factor (Rf), to convert the field-measured percolation rate to an infiltration rate, is also shown in the table below. This value has been calculated in accordance with the Small Diameter Boring Infiltration Test Procedure in the County of Los Angeles Department of Public Works GMED *Guidelines for Design, Investigation, and Reporting Low Impact Development Stormwater Infiltration* (June 2021). Calculations of the percolation rate, reduction factor, and infiltration rate are provided on Figures 3 and 4.

Boring	Infiltration Depth (ft)	Soil Type (USCS)	Field Measured Infiltration Rate (in/hour)	Reduction Factor (Rf)	Design Infiltration Rate (in / hour)
B2	10-15½	Sandy Silt (ML)	3.19	4.0	0.8
B6	5-10½	Sandy Silt (ML) & Sandy Clay (SC)	1.45	4.0	0.36

5.12.3 Based on the test method utilized (Boring Percolation Test), the reduction factor RFt may be taken as 1.0 in the infiltration system design. Based on the number of tests performed and consistency of the soils throughout the site, it is suggested that the reduction factor RFv be taken as 1.0. In addition, provided proper maintenance is performed to minimize long-term siltation and plugging, the reduction factor RFs may be taken as 2.0. Additional correction factors may be required and should be applied by the engineer in responsible charge of the design of the stormwater infiltration system, based on applicable guidelines.

5.12.4 The results of the percolation testing indicate that the soils at depths in the above table are conducive to infiltration. It is our opinion that the soil zone encountered at the depth and location as listed in the table above is suitable for infiltration of stormwater.

5.12.5 The infiltration system must be located such that the closest distance between an adjacent foundation is at least 15 feet in all directions from the zone of saturation and should be offset a minimum of 10 feet from property lines. The zone of saturation may be assumed to project downward from the discharge of the infiltration facility at a gradient of 1:1. The stormwater infiltration system must still be sufficiently deep to maintain the 10-foot vertical offset between the bottom of the footing and the zone of saturation. Additional property line or foundation setbacks may be required by the governing jurisdiction and should be incorporated into the stormwater infiltration system design as necessary.

5.12.6 Where the infiltration system penetrates below the foundation influence line, the proposed stormwater infiltration system must be designed to resist the surcharge from the adjacent foundation. The foundation surcharge line may be assumed to project down and away from the bottom of the foundation at a 1:1 gradient.

5.12.7 Subsequent to the placement of the infiltration system, it is acceptable to backfill the resulting void space between the excavation sidewalls and the infiltration system with minimum two-sack slurry provided the slurry is not placed in the infiltration zone. It is recommended that pea gravel be utilized adjacent to the infiltration zone so communication of water to the soil is not hindered.

5.12.8 Due to the preliminary nature of the project at this time, the type of stormwater infiltration system and the location of the stormwater infiltration systems have not yet been determined. The design drawings should be reviewed and approved by the Geotechnical Engineer. The installation of the stormwater infiltration system should be observed and approved by the Geotechnical Engineer (a representative of Geocon).

5.13 Temporary Excavation

5.13.1 Other than drilled caissons, excavations of up to 5 feet in height may be required during construction activities. The excavations are expected to expose artificial fill and alluvial soils, which are subject to caving where granular soils are encountered. Vertical excavations up to 5 feet in height may be attempted by the contractor where loose soils or caving sands are not present, and where not surcharged by adjacent traffic or structures.

5.13.2 Vertical excavations greater than 5 feet or where surcharged by existing structures will require sloping or shoring measures in order to provide a stable excavation. Where sufficient space is available, temporary unsurcharged embankments could be sloped back at a uniform 1:1 slope gradient or flatter up to a maximum of 10 feet in height. A uniform slope does not have a vertical portion.

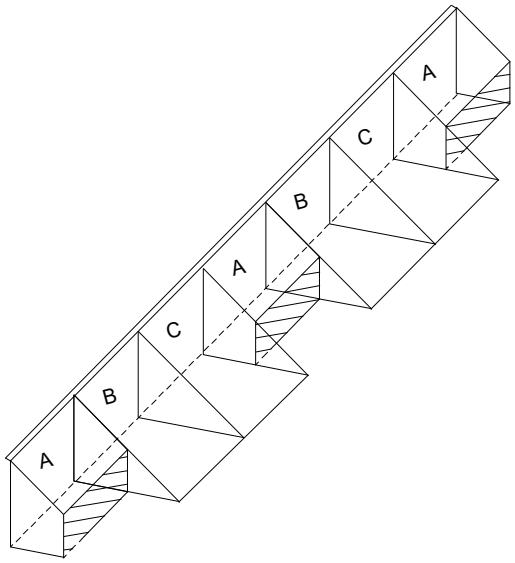
5.13.3 Performing continuous vertical excavations along property lines or adjacent to an existing structure could remove support from the property and/or structure, which is not acceptable. Excavations in close proximity to an adjacent property line or structure will require special excavation measures such as shoring or slot cutting. Recommendations for slot cutting are provided in the following section.`

5.13.4 Where temporary construction slopes are utilized, the top of the slope should be barricaded to prevent vehicles and storage loads at the top of the slope within a horizontal distance equal to the height of the slope. If the temporary construction slopes are to be maintained during the rainy season, berms are suggested along the tops of the slopes where necessary to prevent runoff water from entering the excavation and eroding the slope faces. The soils exposed in the cut slopes should be inspected during excavation by our personnel so that modifications of the slopes can be made if variations in the soil conditions occur. All excavations should be stabilized within 30 days of initial excavation.

5.14 Slot Cutting

5.14.1 The slot-cutting method employs the earth as a buttress and allows the earth excavation to proceed in phases. Where slot-cutting is used for foundation construction, the proposed construction techniques should be discussed with the structural engineer so that appropriate modifications can be made to the foundation design; such as additional reinforcing or details for doweling.

5.14.2 It is recommended that the initial temporary excavation along the property line be sloped back at a uniform 1:1 (H:V) slope gradient or flatter for excavation of the existing soils to the necessary depth. The temporary excavation should not extend below the surcharge area of any adjacent foundations. The surcharge area may be defined by a 1:1 projection down and away from the bottom of an existing foundation. The temporary slope may then be excavated using the slot-cutting (see illustration below).



5.14.3 Alternate "A" slots of 6 feet in width may be worked. The remaining earth buttresses ("B" and "C" slots) should also be 6 feet in width. The wall, foundation, or backfill should be completed in the "A" slots to a point where support of the offsite property and/or any existing structures is restored before the "B" slots are excavated. After completing the wall, foundation, or backfill in the "B" slots, finally the "C" slots may be excavated. Slot-cutting is not recommended for vertical excavations greater than 5 feet in height. A slot-cut calculation is provided in the following table and assumes a 500 pound per linear foot (plf) surcharge load will be acting on the excavation. If additional surcharge loads are present, the slot-cut calculation should be revised as necessary.

Slot Cut Calculation

Input:

Heigth of Slots	(H)	5.00	feet
Unit Weight of Soils	(γ)	125.0	pcf
Friction Angle of Soils	(ϕ)	32.0	degrees
Cohesion of Soils	(c)	150.0	psf
Factor of Safety	(FS)	1.25	

Factor of Safety = Resistance Force/Driving Force

Design Equations

$b = H/(\tan \alpha)$

$A = 0.5*H*b$

$W = 0.5*H*b*\gamma$ *(per lineal foot of slot width)*

$F_1 = d*W*(\sin \alpha)$

$R_1 = d*[W*(\cos\alpha)*(\tan \phi)+(c*b)]$

$R_2 = 2*[(0.5*H*b)*c]$

FS = Resistance Force/Driving Force

$FS = (R_1+R_2)/(F_1)$

Surcharge Pressure:

Line Load Surcharge	(q_L)	500.0	plf
Distance Away from Excavation	(X)	0.0	feet

Failure Angle (α) degrees	Width of Failure Wedge (b) feet	Area of Wedge (A) feet^2	Weight of Wedge (W) lbs/lineal foot	Driving Force (F_1) Wedge + Surcharge per lineal foot of Slot Width	Resisting Force (R_1) Failure Wedge per lineal foot of Slot Width	Resisting Force (R_2) Side Resistance Force lbs	Allowable Width of Slots* (d) feet
45	5.0	13	1562.5	1458.4	1972.0	3750.0	8.0
46	4.8	12	1508.9	1445.1	1914.6	3621.3	8.0
47	4.7	12	1457.1	1431.3	1859.5	3496.9	8.0
48	4.5	11	1406.9	1417.1	1806.5	3376.5	8.0
49	4.3	11	1358.3	1402.4	1755.6	3259.8	8.0
50	4.2	10	1311.1	1387.4	1706.5	3146.6	8.0
51	4.0	10	1265.3	1371.9	1659.3	3036.7	8.0
52	3.9	10	1220.8	1356.0	1613.8	2929.8	8.0
53	3.8	9	1177.4	1339.7	1569.9	2825.8	8.0
54	3.6	9	1135.2	1322.9	1527.7	2724.5	8.0
55	3.5	9	1094.1	1305.8	1486.9	2625.8	8.0
56	3.4	8	1053.9	1288.3	1447.6	2529.4	8.0
57	3.2	8	1014.7	1270.3	1409.8	2435.3	8.0
58	3.1	8	976.4	1252.0	1373.3	2343.3	8.0
59	3.0	8	938.8	1233.3	1338.0	2253.2	8.0
60	2.9	7	902.1	1214.3	1304.1	2165.1	8.0
61	2.8	7	866.1	1194.8	1271.4	2078.7	8.0
62	2.7	7	830.8	1175.0	1239.8	1993.9	8.0
63	2.5	6	796.1	1154.9	1209.4	1910.7	8.0
64	2.4	6	762.1	1134.4	1180.2	1829.0	7.7
65	2.3	6	728.6	1113.5	1152.0	1748.7	7.3
66	2.2	6	695.7	1092.3	1124.9	1669.6	6.9
67	2.1	5	663.2	1070.8	1098.8	1591.8	6.6
68	2.0	5	631.3	1048.9	1073.7	1515.1	6.4
69	1.9	5	599.8	1026.7	1049.6	1439.5	6.2
70	1.8	5	568.7	1004.3	1026.5	1364.9	6.0

* Width of Slots to achieve a minimum of 1.25 Factor of Safety, with a Maximum Allowable Slot Width of 8-feet.

Critical Slot Width with Factor of Safety equal or exceeding 1.25:

d_{allow} = **6.0 feet**

5.15 Surface Drainage

5.15.1 Proper surface drainage is critical to the future performance of the project. Uncontrolled infiltration of excess irrigation and storm runoff into the soils can adversely affect the performance of the planned improvements. Saturation of a soil can cause it to lose internal shear strength and increase its compressibility, resulting in a change in the original designed engineering properties. Proper drainage should be maintained at all times.

5.15.2 Site drainage should be collected and controlled in non-erosive drainage devices. Drainage should not be allowed to pond anywhere on the site, and especially not against any foundation or retaining wall. The site should be graded and maintained such that surface drainage is directed away from structures in accordance with 2025 CBC 1804.4 or other applicable standards. In addition, drainage should not be allowed to flow uncontrolled over any descending slope. Discharge from downspouts, roof drains, and scuppers is not recommended onto unprotected soils within 5 feet of the building perimeter. Planters that are located adjacent to foundations should be sealed to prevent moisture intrusion into the soils, providing foundation support. Landscape irrigation is not recommended within 5 feet of the building perimeter footings except when enclosed in protected planters.

5.15.3 Positive site drainage should be provided away from structures, pavement, and the tops of slopes to swales or other controlled drainage structures. The building pad and pavement areas should be fine-graded such that water is not allowed to pond.

5.15.4 Landscaping planters immediately adjacent to paved areas are not recommended due to the potential for surface or irrigation water to infiltrate the pavement's subgrade and base course. Either a subdrain, which collects excess irrigation water and transmits it to drainage structures, or impervious above-grade planter boxes should be used. In addition, where landscaping is planned adjacent to the pavement, it is recommended that consideration be given to providing a cutoff wall along the edge of the pavement that extends at least 12 inches below the base material.

5.16 Plan Review

5.16.1 Design plans should be reviewed by the Geotechnical Engineer (a representative of Geocon West, Inc.), prior to finalization to verify that the plans have been prepared in substantial conformance with the recommendations of this report and to provide additional analyses or recommendations.

LIMITATIONS AND UNIFORMITY OF CONDITIONS

1. Geocon should be retained to provide testing and observation services during construction to provide continuity of geotechnical interpretation from this report and to check that the recommendations presented for geotechnical aspects of site development are incorporated during site grading, construction of improvements, and excavation of foundations. If another geotechnical firm is selected to perform the testing and observation services during construction operations, they should perform additional analyses deemed necessary to assume the role of Geotechnical Engineer of Record. That firm should provide revised recommendations concerning the geotechnical aspects of the proposed development or prepare a written acknowledgement of their concurrence with the recommendations presented in our report. They should also prepare a letter indicating their intent to assume the responsibilities of the project's geotechnical engineer of record. Copies of the recommendations and the Engineer of Record letters should be provided to the regulatory agency for their records. If Geocon is not retained for construction-phase services, Geocon shall not be responsible for the interpretation of the recommendations or for geotechnical conditions encountered during construction, and reliance on this report by others shall be at their own risk.

2. The recommendations of this report pertain only to the site investigated and are based upon the assumption that the soil conditions do not deviate from those disclosed in the investigation. If site conditions differ during construction from those described herein, or if the proposed construction or project plans will differ from those anticipated herein, Geocon should be notified to evaluate the need for supplemental recommendations. The evaluation or identification of the potential presence of hazardous or corrosive materials was not included within Geocon's scope of services unless expressly stated otherwise.

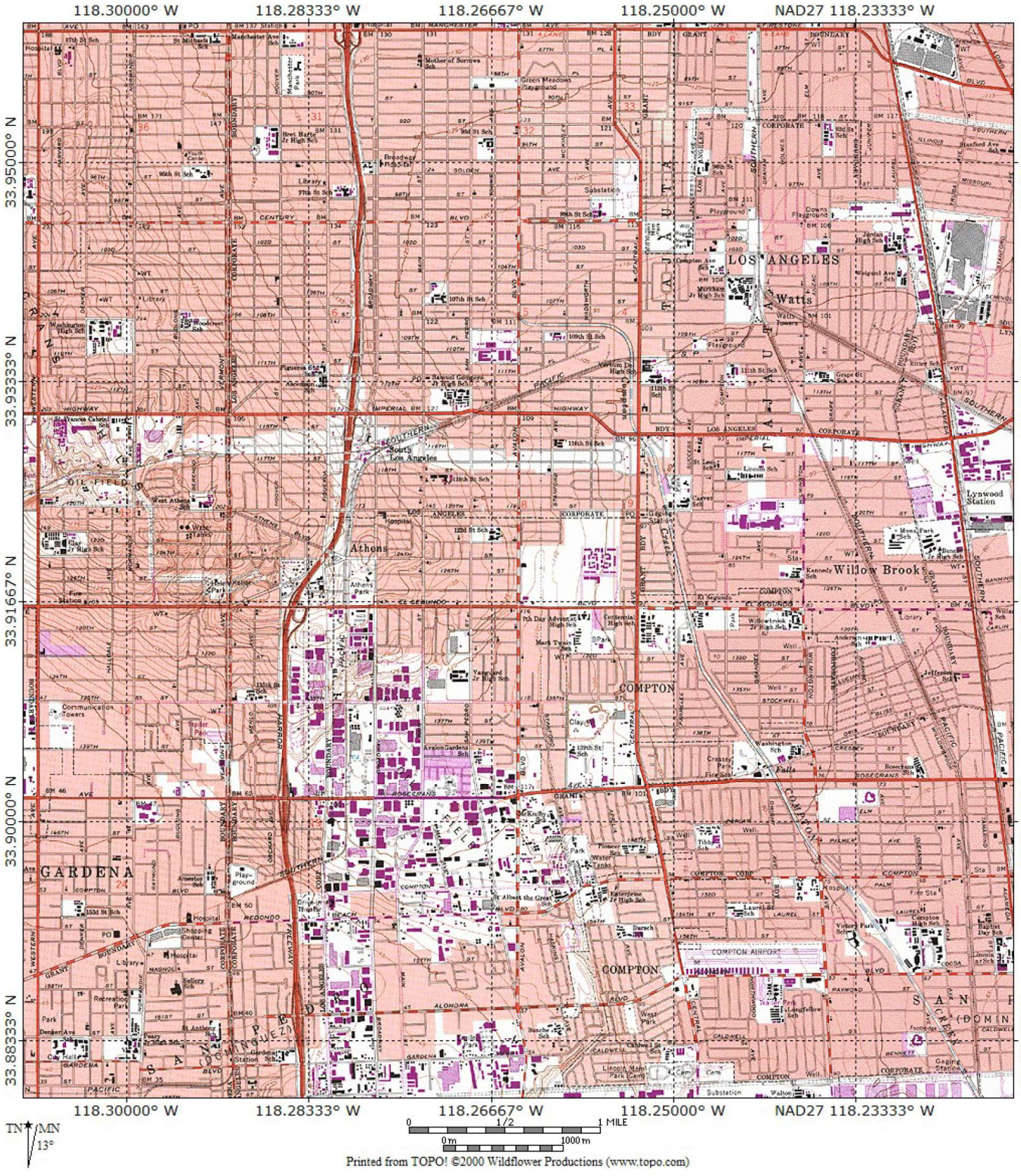
3. It is the responsibility of the owner or his representative to ensure that the information and recommendations contained herein are brought to the attention of the architect and engineers for the project and incorporated into the project plans and specifications, and the necessary steps are taken to see that the contractor and subcontractors carry out such recommendations in the field. Geocon is not responsible for construction means, methods, techniques, sequencing, safety procedures, or the contractor's compliance with project documents unless specifically retained to provide construction-phase services.

4. The findings of this report reflect conditions observed at the time of Geocon's investigation. However, subsurface and site conditions may change with the passage of time due to natural processes, construction activities, or the works of man on this or adjacent properties. In addition, changes in applicable or appropriate standards may occur, whether they result from legislation or the broadening of knowledge. Accordingly, the findings of this report may be invalidated wholly or partially by changes outside our control. Therefore, this report is subject to review and should be updated if construction has not commenced within three years of the report date or if site conditions or project plans change.

5. This report and the analyses contained herein constitute the intellectual property of Geocon. This document is prepared exclusively for the client and project identified herein. Use or reliance by third parties, including, but not limited to, unauthorized reproduction, redistribution, automated extraction, data mining, or use for artificial intelligence or machine learning development, is prohibited without the prior written authorization of Geocon.

6. Subsurface conditions are interpreted from limited site observations and field exploration locations that represent conditions observed only at the specific times and locations investigated. Subsurface conditions, including soil, bedrock, and groundwater conditions, may vary between exploration points and over time. Groundwater levels may change from those encountered during the investigation. Geocon does not warrant or guarantee that subsurface conditions are uniform across the site or will remain unchanged from those encountered during the investigation.

7. We performed our services using the degree of care and skill ordinarily exercised by reputable geotechnical professionals practicing under similar circumstances at the same time and in the same or similar locality. No warranty, express or implied, is made or intended regarding the findings, conclusions, recommendations, or professional opinions contained in this report. Since subsurface conditions may vary across a site and may change over time, and because geotechnical engineering is based on limited sampling, interpretation, and professional judgment, Geocon does not guarantee or warrant that actual conditions will conform to those anticipated or described herein.



REFERENCE: U.S.G.S. TOPOGRAPHIC MAPS, 7.5 MINUTE SERIES, INGLEWOOD, CA QUADRANGLE

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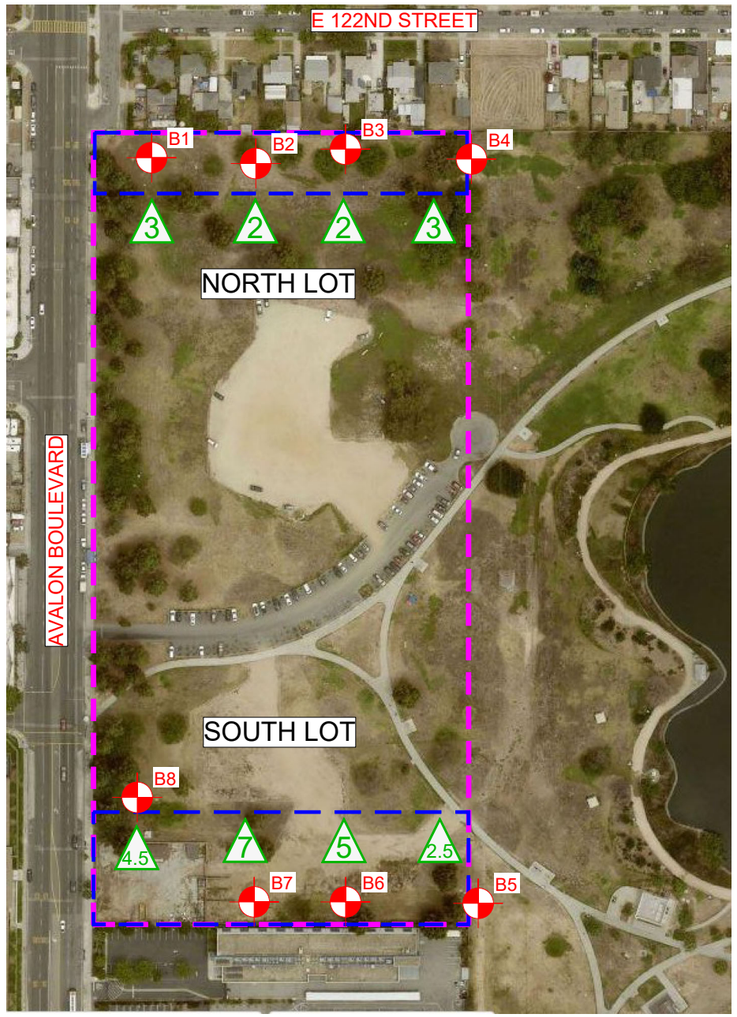
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VICINITY MAP

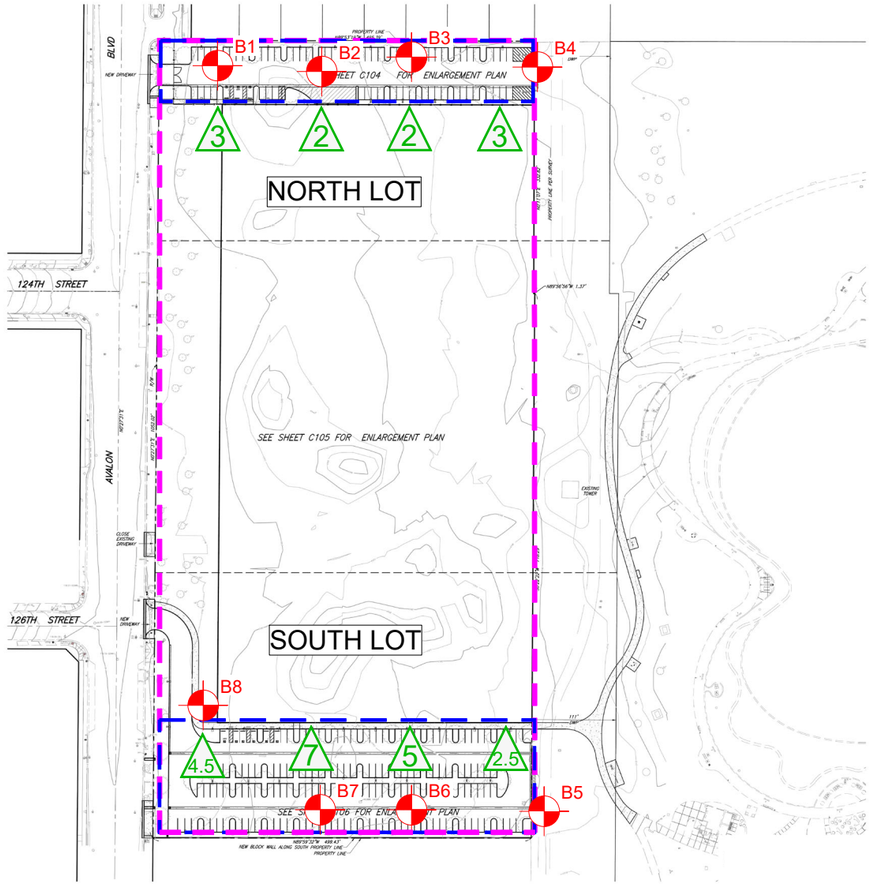
MAGIC JOHNSON PARK
12416 AVALON BOULEVARD
LOS ANGELES, CALIFORNIA

JUNE 2026 | PROJECT NO. W1500-06-29 | FIG. 1

EXISTING SITE CONDITIONS



PROPOSED PARKING LOT IMPROVEMENTS



LEGEND

B8 — Boring Location and ID

7 — Depth of Fill (feet)

— – — Property Line

— – — Proposed Parking Lot Improvements

NORTH

0 200' 400'

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DRAFTED BY: AH	CHECKED BY: GAK

SITE PLAN

MAGIC JOHNSON PARK
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LOS ANGELES, CALIFORNIA

JUNE 2026	PROJECT NO. W1500-06-29	FIG. 2

BORING PERCOLATION TEST FIELD LOG

Date:	Friday, April 17, 2026	**Boring/Test Number:**	B2 (NORTH LOT)	
Project Number:	W1500-06-29	**Diameter of Boring:**	4	inches
Project Location:	MAGIC JOHNSON PARK	**Diameter of Casing:**	2	inches
Earth Description:	ML & SC	**Depth of Boring:**	15.5	feet
Tesed By:	AH	**Depth to Invert of BMP:**	10	feet
Liquid Description:	Water	**Depth to Water Table:**	30	feet
Measurement Method:	Sounder	**Depth to Initial Water Depth (d_1)**	120	inches
		Filter Pack Porosity:	0.3	
		Height of Filter Pack:	5.00	feet

Start Time for Pre-Soak:	9:30 AM	**Water Remaining in Boring (Y/N):**	Yes
Start Time for Standard:	10:30 AM	**Standard Time Interval Between Readings:**	30 min

Reading Number	Start Time (hh:mm)	Time End (hh:mm)	Elasped Time Δtime (min)	Water Drop During Standard Time Interval, Δd (in)	Soil Despcription Notes Comments
1	10:35 AM	11:05 AM	30	39.6	
2	11:10 AM	11:40 AM	30	38.4	
3	11:45 AM	12:15 PM	30	38.4	
4	12:20 PM	12:50 PM	30	38.4	Stabilized Readings
5	12:55 PM	1:25 PM	30	38.4	Achieved with Readings
6	1:30 PM	2:00 PM	30	38.4	4, 5, and 6

MEASURED PERCOLATION RATE AND DESIGN INFILTRATION RATE CALCULATIONS*

* Calculations Below Based on Stabilized Readings Only

Boring Radius, **2** inches
Test Section Height, h: **66** inches
Adj. Cross Sectional Area = **6.0** inches^2

$$Discharged\ Water\ Volume, V = \pi r^2 \Delta d$$

Reading 4 V= **269** in^3
Reading 5 V= **269** in^3
Reading 6 V= **269** in^3

$$Test\ Section\ Surface\ Area, A = 2\pi rh + \pi r^2$$

A= **842** in^2

$$Percolation\ Rate = \left(\frac{V/A}{\Delta T}\right)$$

Percolation Rate = 3.19 inches/hour
Percolation Rate = 3.19 inches/hour
Percolation Rate = 3.19 inches/hour

Measured Percolation Rate = **3.19** inches/hour

Reduction Factors

Small Diameter Boring, RF_t = 1
Site Variability, RF_v = 1
Long Term Siltation, RF_s = 2

$$Total\ Reduction\ Factor, RF = RF_t + RF_v + RF_s$$

Total Reduction Factor = 4

Design Infiltration Rate

Design Infiltration Rate = **0.80** inches/hour

GEOCON WEST, INC.

ENVIRONMENTAL GEOTECHNICAL MATERIALS

PERCOLATION TEST RESULTS AND CALCULATIONS

MAGIC JOHNSON PARK

LOS ANGELES, CALIFORNIA

DRAFTED BY: AH	CHECKED BY: RP	JUNE 2026	PROJECT NO. W1500-06-29	FIG. 1

BORING PERCOLATION TEST FIELD LOG

Date:	Friday, April 17, 2026	**Boring/Test Number:**	B6 (SOUTH LOT)	
Project Number:	W1500-06-29	**Diameter of Boring:**	4	inches
Project Location:	MAGIC JOHNSON PARK	**Diameter of Casing:**	2	inches
Earth Description:	ML & SC	**Depth of Boring:**	10.5	feet
Tesed By:	NP	**Depth to Invert of BMP:**	5	feet
Liquid Description:	Water	**Depth to Water Table:**	30	feet
Measurement Method:	Sounder	**Depth to Initial Water Depth (d_1)**	58.8	inches
		Filter Pack Porosity:	0.3	
		Height of Filter Pack:	5.00	feet

Start Time for Pre-Soak:	10:30 AM	**Water Remaining in Boring (Y/N):**	Yes
Start Time for Standard:	11:30 AM	**Standard Time Interval Between Readings:**	30 min

Reading Number	Start Time (hh:mm)	Time End (hh:mm)	Elasped Time Δtime (min)	Water Drop During Standard Time Interval, Δd (in)	Soil Despcription Notes Comments
1	9:30 AM	10:00 AM	30	17.4	
2	10:00 AM	10:30 AM	30	15.0	
3	10:30 AM	11:00 AM	30	15.0	
4	11:00 AM	11:30 AM	30	13.8	Stabilized Readings
5	11:30 AM	12:00 PM	30	12.0	Achieved with Readings
6	12:00 PM	12:30 PM	30	12.6	4, 5, and 6

MEASURED PERCOLATION RATE AND DESIGN INFILTRATION RATE CALCULATIONS*

* Calculations Below Based on Stabilized Readings Only

Boring Radius, **2** inches
Test Section Height, h: **67.2** inches
Adj. Cross Sectional Area = **6.0** $inches^2$

$$Discharged\ Water\ Volume, V = \pi r^2 \Delta d$$

Reading 4 V= **134** in^3
Reading 5 V= **119** in^3
Reading 6 V= **119** in^3

$$Test\ Section\ Surface\ Area, A = 2\pi rh + \pi r^2$$

A= **857** in^2

$$Percolation\ Rate = \left(\frac{V/A}{\Delta T}\right)$$

Percolation Rate = 1.56 inches/hour
Percolation Rate = 1.39 inches/hour
Percolation Rate = 1.39 inches/hour

Measured Percolation Rate = **1.45** inches/hour

Reduction Factors

Small Diameter Boring, RF_t = 1
Site Variability, RF_v = 1
Long Term Siltation, RF_s = 2

$$Total\ Reduction\ Factor, RF = RF_t + RF_v + RF_s$$

Total Reduction Factor = 4

Design Infiltration Rate

Design Infiltration Rate = **0.36** inches/hour

GEOCON WEST, INC.

ENVIRONMENTAL GEOTECHNICAL MATERIALS

PERCOLATION TEST RESULTS AND CALCULATIONS

MAGIC JOHNSON PARK

LOS ANGELES, CALIFORNIA

DRAFTED BY: AH	CHECKED BY: RP	JUNE 2026	PROJECT NO. W1500-06-29	FIG. 2

APPENDIX A

APPENDIX A
FIELD INVESTIGATION

The site was explored on April 17 and 20, 2026, by excavating eight 4-inch-diameter borings using a hand auger and digging equipment to a maximum depth of 20½ feet beneath the ground surface. Representative and relatively undisturbed samples were obtained by driving a 3-inch, O. D., California Modified Sampler into the "undisturbed" soil mass with blows from a slide-hammer. The California Modified Sampler was equipped with 1-inch by 2 3/8-inch diameter brass sampler rings to facilitate soil removal and testing. Bulk samples were also obtained.

The soil conditions encountered in the borings were visually examined, classified, and logged in general accordance with the Unified Soil Classification System (USCS). The logs of the borings are presented on Figures A1 through A8. The logs depict the soil and geologic conditions encountered and the depth at which samples were obtained. The logs also include our interpretation of the conditions between sampling intervals. Therefore, the logs contain both observed and interpreted data. We determined the lines designating the interface between soil materials on the logs using visual observations, penetration rates, excavation characteristics, and other factors. The transition between materials may be abrupt or gradual. Where applicable, the logs were revised based on subsequent laboratory testing. The approximate locations of the borings are shown on Figure 2.

GEOCON

Soil Boring Number: B-1

PROJECT NAME Magic Johnson Park
LOGGED BY AH
PROJECT NUMBER W1500-06-29
LATITUDE / LONGITUDE 33.92092, -118.26482
BORING DATE 04/17/2026
FIGURE NUMBER A1
DEPTH 5.5'
SURFACE ELEVATION N/A
LOCATION 12416 Avalon Blvd, Los Angeles, CA
CLIENT NAME County of LA Dept of Public Works
DRILLING FIRM GC Services
COMPLETED 04/17/2026
EQUIPMENT Hand Auger -
METHOD Cal-Mod
BORING DIAMETER 4 in
HAMMER TYPE Slide
NOTES -
HAMMER WEIGHT / DROP - / -

Depth (ft)	Water Levels	Graphic Log	USCS	Material Description	Bulk	Driven	Sample Number	Dry Density (pcf)	Moisture Content (%)
0			Fill	**ARTIFICIAL FILL** **Sandy SILT**, soft to firm, moist, dark brown, fine-grained, trace brick and concrete debris	X		BULK: 0-3'		
2				light brown					
4			ML	**ALLUVIUM** **Sandy SILT**, firm, moist, brown, fine-grained, some clay					
			CL	**Silty CLAY**, firm, moist, brown, fine-grained		■	B1@5'	114.0	15.7
6				Total depth of boring: 5½ feet Fill to 3 feet. No groundwater encountered. Backfilled with soil cuttings and tamped.					
8									
10									
12									
14									
16									
18									

The log of subsurface conditions shown applies only to the specific location at the date indicated and might not represent subsurface conditions at other locations or times. The stratigraphy presented represents the approximate boundary between soil types; these transitions could be gradual.

GEOCON

Soil Boring Number: B-2

PROJECT NAME Magic Johnson Park
LOGGED BY AH
PROJECT NUMBER W1500-06-29
LATITUDE / LONGITUDE 33.92087, -118.26436
BORING DATE 04/17/2026
FIGURE NUMBER A2
DEPTH 15.5'
SURFACE ELEVATION N/A
LOCATION 12416 Avalon Blvd, Los Angeles, CA
CLIENT NAME County of LA Dept of Public Works
DRILLING FIRM GC Services
COMPLETED 04/17/2026
EQUIPMENT Hand Auger -
METHOD Cal-Mod
BORING DIAMETER 4 in
HAMMER TYPE Slide
NOTES -
HAMMER WEIGHT / DROP - / -

Depth (ft)	Water Levels	Graphic Log	USCS	Material Description	Bulk	Driven	Sample Number	Dry Density (pcf)	Moisture Content (%)
0			Fill	**ARTIFICIAL FILL** **CLAY**, firm, moist, light brown to brown, fine-grained, trace rootlets					
2			ML	**ALLUVIUM** **SILT w/ Sand**, firm, slightly moist, light brown, fine-grained, some dark wood chips		■	B2@3'	112.3	14.5
4				dark brown to reddish brown, decrease in sand					
			CL	**CLAY**, firm, moist, dark brown, fine-grained		■	B2@5'	117.0	14.9
6									
8			ML	**Sandy SILT**, firm, slightly moist, light reddish brown to brown, fine-grained, trace clay		■	B2@8'	112.9	15.0
10				light brown, trace fine gravel		■	B2@10'	99.9	15.4
12				increase in sand		■	B2@11.5'	111.3	14.3
14			SC	**Clayey SAND**, firm, slightly moist, light brown, fine-grained		■	B2@15'	95.8	28.0
16				Total depth of boring: 15½ feet Fill to 2 feet. No groundwater encountered. Backfilled with soil cuttings and tamped.					
18									

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GEOCON

Soil Boring Number: B-3

PROJECT NAME Magic Johnson Park
LOGGED BY AH
PROJECT NUMBER W1500-06-29
LATITUDE / LONGITUDE 33.92094, -118.26398
BORING DATE 04/17/2026
FIGURE NUMBER A3
DEPTH 21.5'
SURFACE ELEVATION N/A
LOCATION 12416 Avalon Blvd, Los Angeles, CA
CLIENT NAME County of LA Dept of Public Works
DRILLING FIRM GC Services
COMPLETED 04/17/2026
EQUIPMENT Hand Auger -
METHOD Cal-Mod
BORING DIAMETER 4 in
HAMMER TYPE Slide
NOTES -
HAMMER WEIGHT / DROP - / -

Depth (ft)	Water Levels	Graphic Log	USCS	Material Description	Bulk	Driven	Sample Number	Dry Density (pcf)	Moisture Content (%)
0			Fill	**ARTIFICIAL FILL** **Clayey SILT**, soft to firm, slightly moist, dark brown, fine-grained, trace rootlets					
2			SM	**ALLUVIUM** **Silty SAND**, medium dense, slightly moist, light brown, fine-grained					
						■	B3@3'	112.0	16.3
4			ML	**Sandy SILT**, soft, moist, dark reddish brown, fine- to medium-grained					
6						■	B3@6'	116.5	13.8
8			SW-SM	**SAND w/ Silt**, well-graded, medium dense, moist, reddish brown, fine- to medium-grained					
						■	B3@9'	110.2	9.9
10			SP-SC	**SAND w/ Clay**, poorly graded, medium dense, slightly moist, dark reddish brown, fine- to medium-grained					
12						■	B3@12'	107.0	9.1
14				reddish brown, decrease in clay					
						■	B3@15'	102.6	8.8
16									
18			SP	**SAND**, poorly graded, medium dense, moist, light brown to brown, fine- to medium-grained, trace fine gravel					

The log of subsurface conditions shown applies only to the specific location at the date indicated and might not represent subsurface conditions at other locations or times. The stratigraphy presented represents the approximate boundary between soil types; these transitions could be gradual.

GEOCON

SOIL BORING: B-3

Depth (ft)	Water Levels	Graphic Log	USCS	Material Description	Bulk	Driven	Sample Number	Dry Density (pcf)	Moisture Content (%)
			SP				B3@20'	109.1	2.8
22				Refusal at 21½ feet. Fill to 2 feet. No groundwater encountered. Backfilled with soil cuttings and tamped.					
24									
26									
28									
30									
32									
34									
36									
38									

The log of subsurface conditions shown applies only to the specific location at the date indicated and might not represent subsurface conditions at other locations or times.
The stratigraphy presented represents the approximate boundary between soil types; these transitions could be gradual.

GEOCON

Soil Boring Number: B-4

PROJECT NAME Magic Johnson Park
LOGGED BY AH
PROJECT NUMBER W1500-06-29
LATITUDE / LONGITUDE 33.92090, -118.26342
BORING DATE 04/20/2026
FIGURE NUMBER A4
DEPTH 5.5'
SURFACE ELEVATION N/A
LOCATION 12416 Avalon Blvd, Los Angeles, CA
CLIENT NAME County of LA Dept of Public Works
DRILLING FIRM GC Services
COMPLETED 04/20/2026
EQUIPMENT Hand Auger -
METHOD Cal-Mod
BORING DIAMETER 4 in
HAMMER TYPE Slide
NOTES -
HAMMER WEIGHT / DROP - / -

Depth (ft)	Water Levels	Graphic Log	USCS	Material Description	Bulk	Driven	Sample Number	Dry Density (pcf)	Moisture Content (%)
0			Fill	**ARTIFICIAL FILL** **Sandy SILT**, soft to firm, moist, dark brown, fine-grained, trace rootlets, trace asphalt and brick fragments	X		BULK: 0-3'		
4			ML	**ALLUVIUM** **Sandy SILT**, soft to firm, moist, brown, fine-grained, trace clay					
5				increase in clay		■	B4@5'	116.4	17.4
6				Total depth of boring: 5½ feet Fill to 3 feet. No groundwater encountered. Backfilled with soil cuttings and tamped.					

The log of subsurface conditions shown applies only to the specific location at the date indicated and might not represent subsurface conditions at other locations or times. The stratigraphy presented represents the approximate boundary between soil types; these transitions could be gradual.

GEOCON

Soil Boring Number: B-5

PROJECT NAME Magic Johnson Park
LOGGED BY AH
PROJECT NUMBER W1500-06-29
LATITUDE / LONGITUDE 33.91814, -118.26346
BORING DATE 04/20/2026
FIGURE NUMBER A5
DEPTH 5.5'
SURFACE ELEVATION N/A
LOCATION 12416 Avalon Blvd, Los Angeles, CA
CLIENT NAME County of LA Dept of Public Works
DRILLING FIRM GC Services
COMPLETED 04/20/2026
EQUIPMENT Hand Auger -
METHOD Cal-Mod
BORING DIAMETER 4 in
HAMMER TYPE Slide
NOTES -
HAMMER WEIGHT / DROP - / -

Depth (ft)	Water Levels	Graphic Log	USCS	Material Description	Bulk	Driven	Sample Number	Dry Density (pcf)	Moisture Content (%)
0			Fill	**ARTIFICIAL FILL** **Sandy SILT**, firm, moist, dark brown to black, fine-grained, rootlets, trace concrete debris	X		BULK: 0-3'		
2			ML	**ALLUVIUM** **Sandy SILT**, firm, dry to slightly moist, brown to reddish brown, fine-grained					
4						■	B5@5'	107.0	13.8
6				Total depth of boring: 5½ feet Fill to 2½ feet. No groundwater encountered. Backfilled with soil cuttings and tamped.					
8									
10									
12									
14									
16									
18									

The log of subsurface conditions shown applies only to the specific location at the date indicated and might not represent subsurface conditions at other locations or times. The stratigraphy presented represents the approximate boundary between soil types; these transitions could be gradual.

GEOCON

Soil Boring Number: B-6

PROJECT NAME Magic Johnson Park
LOGGED BY AH
PROJECT NUMBER W1500-06-29
LATITUDE / LONGITUDE 33.91818, -118.26402
BORING DATE 04/17/2026
FIGURE NUMBER A6
DEPTH 10.5'
SURFACE ELEVATION N/A
LOCATION 12416 Avalon Blvd, Los Angeles, CA
CLIENT NAME County of LA Dept of Public Works
DRILLING FIRM GC Services
COMPLETED 04/17/2026
EQUIPMENT Hand Auger -
METHOD Cal-Mod
BORING DIAMETER 4 in
HAMMER TYPE Slide
NOTES -
HAMMER WEIGHT / DROP - / -

Depth (ft)	Water Levels	Graphic Log	USCS	Material Description	Bulk	Driven	Sample Number	Dry Density (pcf)	Moisture Content (%)
0			Fill	**ARTIFICIAL FILL** **Silty SAND**, loose, dry, brown to dark brown, fine- to medium-grained, some brick and glass fragments, trace coarse-grained	X		BULK: 0-3'		
4			Fill	**Sandy CLAY**, firm to stiff, slightly moist, reddish brown to dark brown to olive brown, fine-grained, trace sand					
6			ML	**ALLUVIUM** **Sandy SILT**, soft to firm, moist, dark brown to grayish brown, fine-grained, some fine to coarse gravel		■	B6@5'	111.1	16.1
8						■	B6@7.5'	114.2	14.1
10			CL	**Sandy CLAY**, firm, slightly moist, brown to grayish brown, fine-grained		■	B6@10'	113.9	15.9
12				Total depth of boring: 10½ feet Fill to 5 feet. No groundwater encountered. Backfilled with soil cuttings and tamped.					
14									
16									
18									

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GEOCON

Soil Boring Number: B-7

PROJECT NAME Magic Johnson Park
LOGGED BY AH
PROJECT NUMBER W1500-06-29
LATITUDE / LONGITUDE 33.91813, -118.26441
BORING DATE 04/20/2026
FIGURE NUMBER A7
DEPTH 20.5'
SURFACE ELEVATION N/A
LOCATION 12416 Avalon Blvd, Los Angeles, CA
CLIENT NAME County of LA Dept of Public Works
DRILLING FIRM GC Services
COMPLETED 04/20/2026
EQUIPMENT Hand Auger -
METHOD Cal-Mod
BORING DIAMETER 4 in
HAMMER TYPE Slide
NOTES -
HAMMER WEIGHT / DROP - / -

Depth (ft)	Water Levels	Graphic Log	USCS	Material Description	Bulk	Driven	Sample Number	Dry Density (pcf)	Moisture Content (%)
0			Fill	**ARTIFICIAL FILL** **Silty SAND**, loose, dry to slightly moist, yellowish brown, fine- to medium-grained, trace fine gravel	X		BULK: 0-3'		
2			Fill	**SILT**, firm, moist, dark brown to grayish brown, fine-grained, trace brick, asphalt, and concrete, trace clay	X				
4					X	■	B7@3'	120.8	12.9
			Fill	**Silty CLAY**, slightly moist, dark brown to reddish brown, fine-grained, trace fine to coarse gravel					
6			Fill	**Silty SAND**, medium dense, moist, dark reddish brown, fine- to medium-grained, glass and concrete debris, light brown to blue		■	B7@6'	98.3	20.3
8			CL	**ALLUVIUM** **Sandy CLAY**, firm, slightly moist, dark brown to black, fine-grained					
10						■	B7@9'	112.8	18.0
			SC	**Clayey SAND**, firm, moist, light brown, fine-grained, some silt					
12						■	B7@12'	112.3	18.7
			ML	**Sandy SILT**, firm, moist, light brown, fine-grained, high sand content					
14									
			SC	**Clayey SAND**, firm to stiff, moist, olive brown, fine-grained, trace fine gravel		■	B7@15'	107.5	20.5
16									
			SM	**Silty SAND**, medium dense, moist, light brown, fine-grained					
18				increase in silt					
			ML	**Sandy SILT**, stiff, slightly moist, brown, fine-grained					

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GEOCON

SOIL BORING: B-7

Depth (ft)	Water Levels	Graphic Log	USCS	Material Description	Bulk	Driven	Sample Number	Dry Density (pcf)	Moisture Content (%)
			ML	trace fine gravel			B7@20'	112.2	19.0
				Total depth of boring: 20½ feet Fill to 7 feet. No groundwater encountered. Backfilled with soil cuttings and tamped.					
22									
24									
26									
28									
30									
32									
34									
36									
38									

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GEOCON

Soil Boring Number: B-8

PROJECT NAME Magic Johnson Park
LOGGED BY AH
PROJECT NUMBER W1500-06-29
LATITUDE / LONGITUDE 33.91857, -118.26490
BORING DATE 04/20/2026
FIGURE NUMBER A8
DEPTH 4.5'
SURFACE ELEVATION N/A
LOCATION 12416 Avalon Blvd, Los Angeles, CA
CLIENT NAME County of LA Dept of Public Works
DRILLING FIRM GC Services
COMPLETED 04/20/2026
EQUIPMENT Hand Auger -
METHOD Cal-Mod
BORING DIAMETER 4 in
HAMMER TYPE Slide
NOTES -
HAMMER WEIGHT / DROP - / -

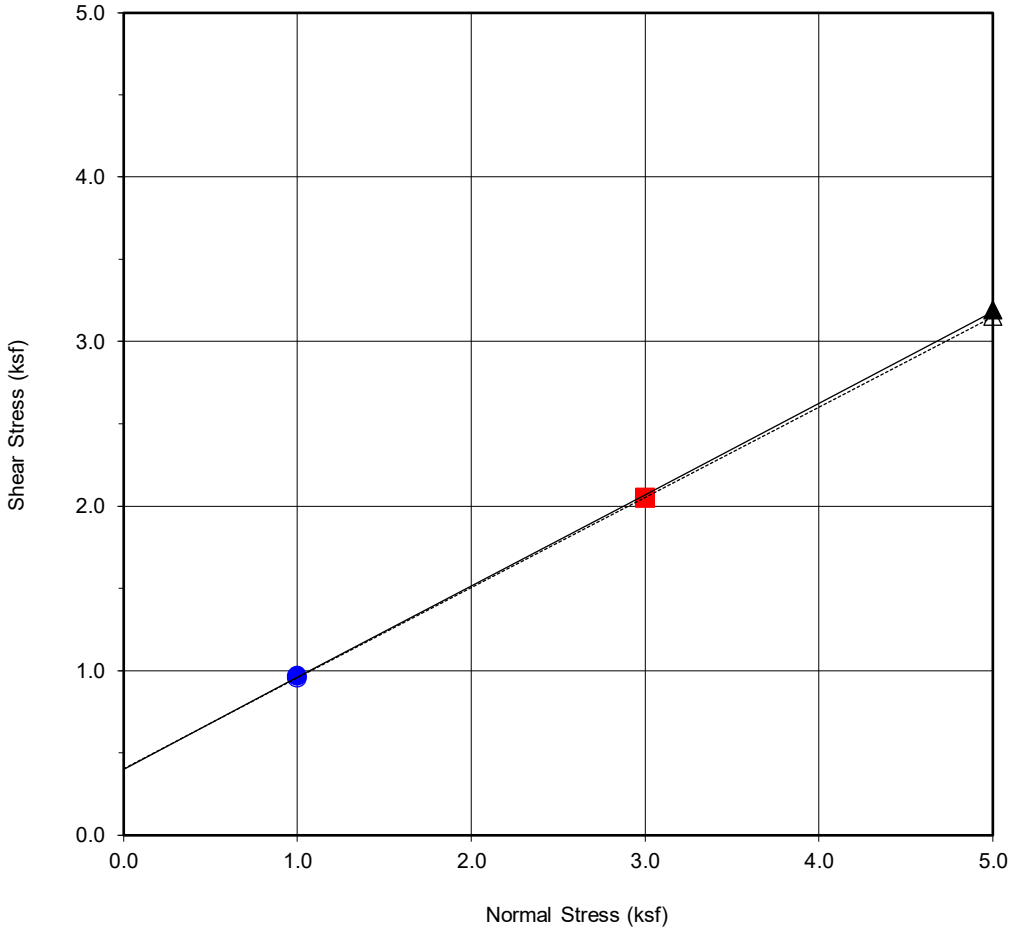
Depth (ft)	Water Levels	Graphic Log	USCS	Material Description	Bulk	Driven	Sample Number	Dry Density (pcf)	Moisture Content (%)
0			Fill	**ARTIFICIAL FILL** **Silty SAND**, loose to medium dense, dry, dark brown, fine-grained, trace rootlets, glass, and asphalt	X		BULK: 0-3'		
2			Fill	**Sandy SILT**, loose to medium dense, dry, reddish brown, fine-grained, trace fine to coarse gravel grayish brown, nail and glass debris					
4			CL	**ALLUVIUM** **Sandy CLAY**, firm, dry to slightly moist, dark brown, fine-grained					
6						■	B8@6'	117.8	13.9
				Total depth of boring: 6½ feet Fill to 4½ feet. No groundwater encountered. Backfilled with soil cuttings and tamped.					
8									
10									
12									
14									
16									
18									

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APPENDIX B

APPENDIX B
LABORATORY TESTING

We performed laboratory tests in accordance with generally accepted test methods of the American Society for Testing and Materials (ASTM) or other suggested procedures. We tested selected soil samples for direct shear, consolidation, modified proctor, expansion index, corrosivity, and in-place dry density/moisture content. The in-place dry density and moisture content of the samples tested are presented on the boring logs, Appendix A.



Boring No.	**B2/B3 MIXED**
Sample No.	**B2B3 MIXED @0-3'**
Depth (ft)	**0-3'**
Sample Type:	Bulk

Soil Identification:		
Clay (CL) & Silt (ML)		
Strength Parameters		
	C (psf)	ϕ (^{o})
Peak	403	29
Ultimate	404	29

Normal Stress (kip/ft²)	1	3	5
Peak Shear Stress (kip/ft²)	● 0.97	■ 2.05	▲ 3.19
Shear Stress @ End of Test (ksf)	○ 0.96	□ 2.05	△ 3.15
Deformation Rate (in./min.)	0.005	0.005	0.005
Initial Sample Height (in.)	1.0	1.0	1.0
Ring Inside Diameter (in.)	2.375	2.375	2.375
Initial Moisture Content (%)	11.1	11.1	11.0
Initial Dry Density (pcf)	106.0	106.0	106.0
Initial Degree of Saturation (%)	50.6	50.6	50.4
Soil Height Before Shearing (in.)	1.2	1.2	1.2
Final Moisture Content (%)	19.8	17.1	15.2

GEOCON

DIRECT SHEAR TEST RESULTS

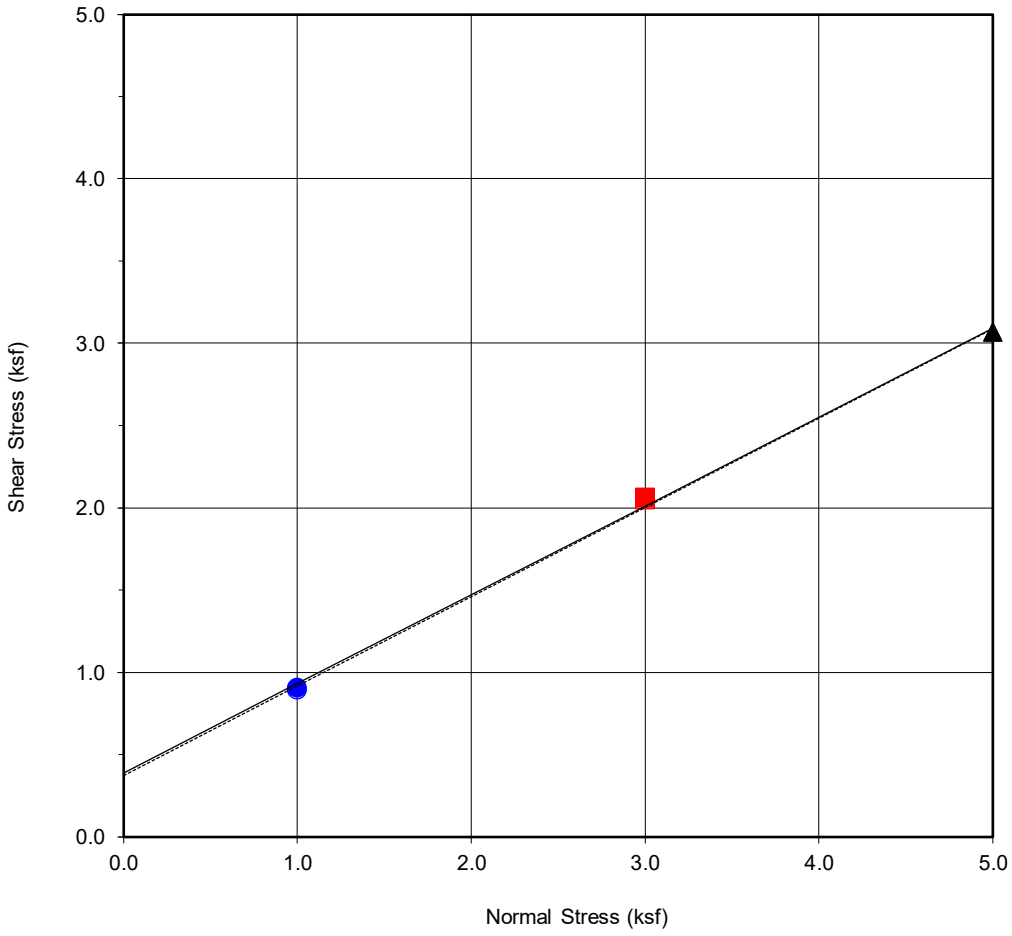
Consolidated Drained ASTM D-3080

Checked by: AH

Project No.: W1500-06-29

MAGIC JOHNSON PARK
12416 AVALON BOULEVARD
LOS ANGELES, CALIFORNIA

JUNE 2026 Figure B1



Boring No.	**B5/B6 MIXED**
Sample No.	**B5/B6 MIXED @0-3'**
Depth (ft)	**0-3'**
Sample Type:	Bulk

Soil Identification:		
Sandy Silt (ML) & Silty Sand (SM)		
Strength Parameters		
	C (psf)	ϕ (^{o})
Peak	391	28
Ultimate	374	29

Normal Stress (kip/ft²)	1	3	5
Peak Shear Stress (kip/ft²)	● 0.91	■ 2.06	▲ 3.07
Shear Stress @ End of Test (ksf)	○ 0.89	□ 2.05	△ 3.07
Deformation Rate (in./min.)	0.005	0.005	0.005
Initial Sample Height (in.)	1.0	1.0	1.0
Ring Inside Diameter (in.)	2.375	2.375	2.375
Initial Moisture Content (%)	8.5	8.5	8.5
Initial Dry Density (pcf)	107.0	107.0	107.0
Initial Degree of Saturation (%)	39.7	39.8	39.7
Soil Height Before Shearing (in.)	1.2	1.2	1.2
Final Moisture Content (%)	15.0	12.0	11.3

GEOCON

DIRECT SHEAR TEST RESULTS

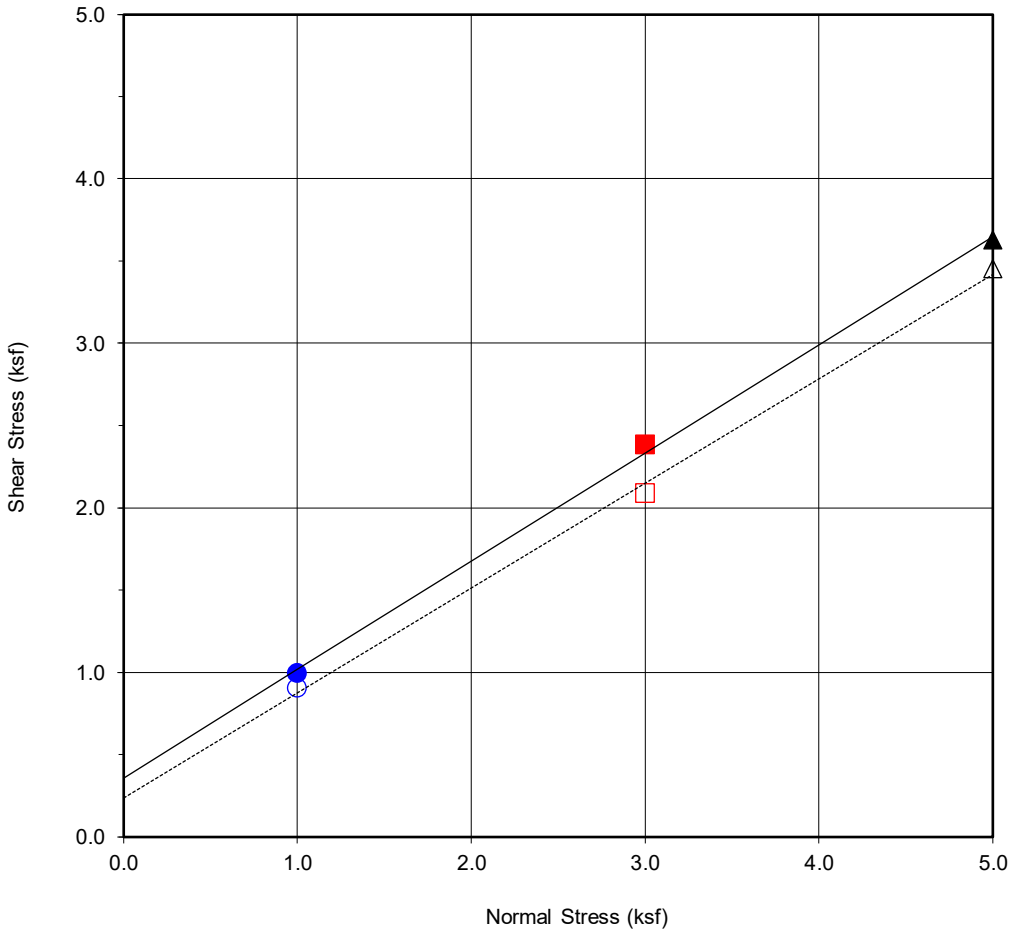
Consolidated Drained ASTM D-3080

Checked by: AH

Project No.: W1500-06-29

MAGIC JOHNSON PARK
12416 AVALON BOULEVARD
LOS ANGELES, CALIFORNIA

JUNE 2026 Figure B2



Boring No.	**B3**
Sample No.	**B3@6'**
Depth (ft)	**6'**
Sample Type:	Ring

Soil Identification:		
Sandy Silt (ML)		
Strength Parameters		
	C (psf)	ϕ (^{o})
Peak	360	33
Ultimate	239	32

Normal Stress (kip/ft²)	1	3	5
Peak Shear Stress (kip/ft²)	● 0.99	■ 2.38	▲ 3.63
Shear Stress @ End of Test (ksf)	○ 0.91	□ 2.09	△ 3.45
Deformation Rate (in./min.)	0.005	0.005	0.005
Initial Sample Height (in.)	1.0	1.0	1.0
Ring Inside Diameter (in.)	2.375	2.375	2.375
Initial Moisture Content (%)	13.8	13.9	14.0
Initial Dry Density (pcf)	115.7	116.7	117.5
Initial Degree of Saturation (%)	81.4	84.6	86.6
Soil Height Before Shearing (in.)	1.2	1.2	1.2
Final Moisture Content (%)	13.9	13.0	12.6

GEOCON

DIRECT SHEAR TEST RESULTS

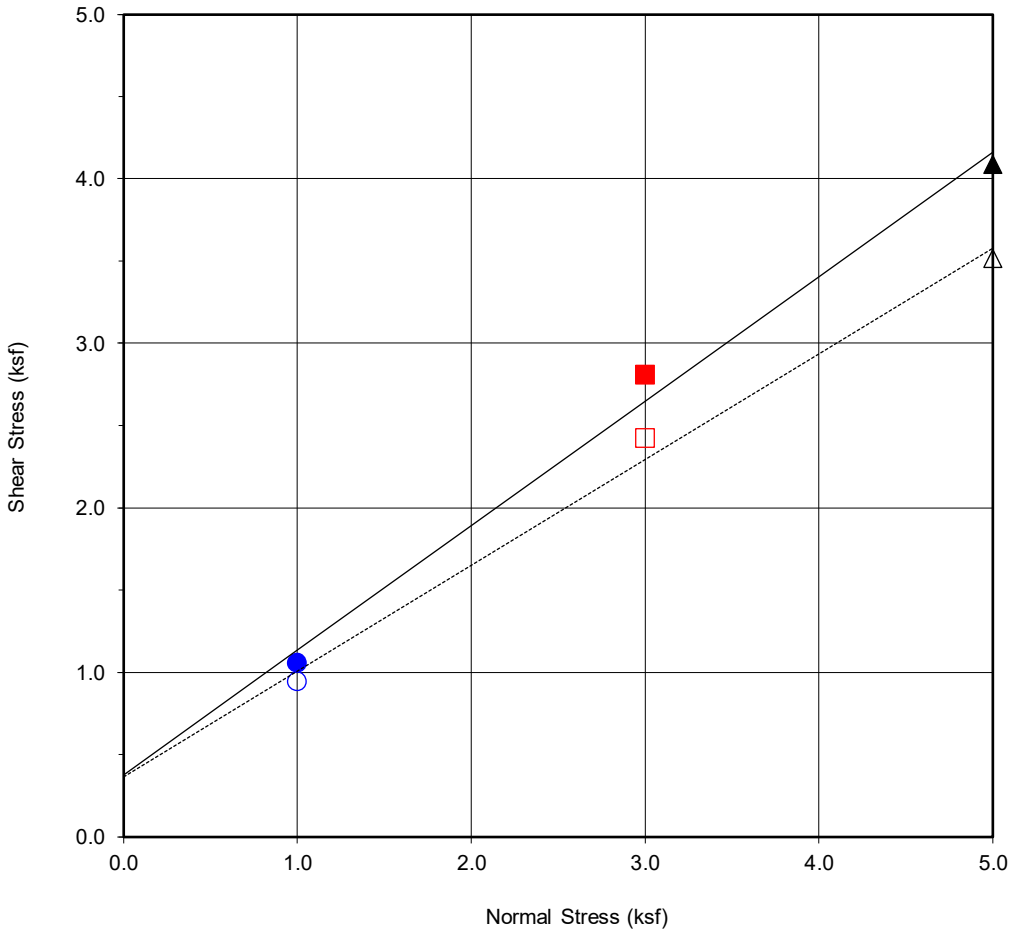
Consolidated Drained ASTM D-3080

Checked by: AH

Project No.: W1500-06-29

MAGIC JOHNSON PARK
12416 AVALON BOULEVARD
LOS ANGELES, CALIFORNIA

JUNE 2026 2026 Figure B3



Boring No.	**B3**
Sample No.	**B3@9'**
Depth (ft)	**9'**
Sample Type:	Ring

Soil Identification:
Sand with Silt (SW-SM)

Strength Parameters		
	C (psf)	ϕ (^{o})
Peak	376	37
Ultimate	366	33

Normal Stress (kip/ft²)	1	3	5
Peak Shear Stress (kip/ft²)	● 1.06	■ 2.81	▲ 4.09
Shear Stress @ End of Test (ksf)	○ 0.94	□ 2.42	△ 3.51
Deformation Rate (in./min.)	0.005	0.005	0.005
Initial Sample Height (in.)	1.0	1.0	1.0
Ring Inside Diameter (in.)	2.375	2.375	2.375
Initial Moisture Content (%)	9.9	10.1	9.6
Initial Dry Density (pcf)	104.9	107.8	106.9
Initial Degree of Saturation (%)	44.0	48.2	44.8
Soil Height Before Shearing (in.)	1.2	1.2	1.2
Final Moisture Content (%)	16.8	16.1	16.5

GEOCON

DIRECT SHEAR TEST RESULTS

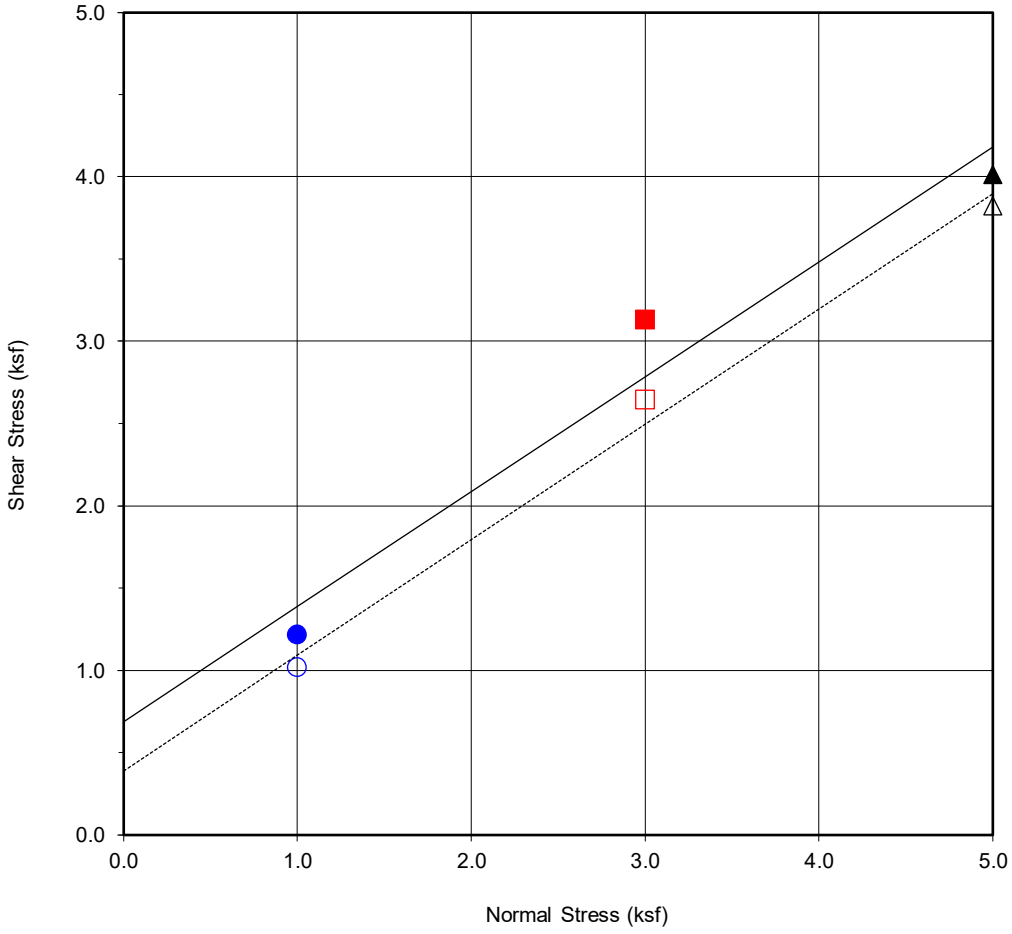
Consolidated Drained ASTM D-3080

Checked by: AH

Project No.: W1500-06-29

MAGIC JOHNSON PARK
12416 AVALON BOULEVARD
LOS ANGELES, CALIFORNIA

JUNE 2026 Figure B4



Boring No.	**B3**
Sample No.	**B3@15'**
Depth (ft)	**15'**
Sample Type:	Ring

Soil Identification:		
Sand with Clay (SP-SC)		
Strength Parameters		
	C (psf)	ϕ (^{o})
Peak	690	35
Ultimate	391	35

Normal Stress (kip/ft²)	1	3	5
Peak Shear Stress (kip/ft²)	● 1.22	■ 3.13	▲ 4.01
Shear Stress @ End of Test (ksf)	○ 1.02	□ 2.65	△ 3.82
Deformation Rate (in./min.)	0.005	0.005	0.005
Initial Sample Height (in.)	1.0	1.0	1.0
Ring Inside Diameter (in.)	2.375	2.375	2.375
Initial Moisture Content (%)	8.8	8.6	9.1
Initial Dry Density (pcf)	99.4	101.9	97.2
Initial Degree of Saturation (%)	34.1	35.4	33.4
Soil Height Before Shearing (in.)	1.2	1.2	1.2
Final Moisture Content (%)	19.5	19.6	20.7

GEOCON

DIRECT SHEAR TEST RESULTS

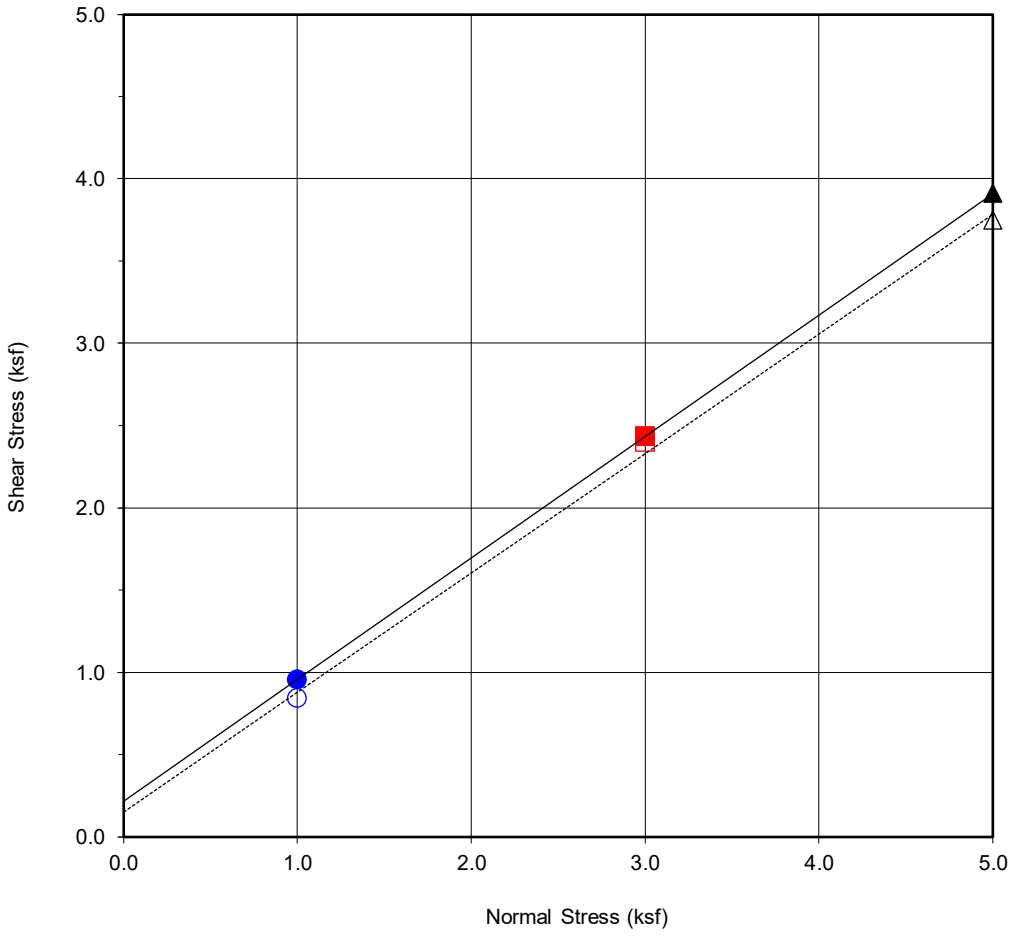
Consolidated Drained ASTM D-3080

Checked by: AH

Project No.: W1500-06-29

MAGIC JOHNSON PARK
12416 AVALON BOULEVARD
LOS ANGELES, CALIFORNIA

JUNE 2026 Figure B5



Boring No.	**B7**
Sample No.	**B7@6'**
Depth (ft)	**6'**
Sample Type:	Ring

Soil Identification:
Silty Sand (SM) - artificial fill

Strength Parameters		
	C (psf)	ϕ (^{o})
Peak	218	36
Ultimate	151	36

Normal Stress (kip/ft²)	1	3	5
Peak Shear Stress (kip/ft²)	● 0.96	■ 2.43	▲ 3.91
Shear Stress @ End of Test (ksf)	○ 0.84	□ 2.40	△ 3.75
Deformation Rate (in./min.)	0.005	0.005	0.005
Initial Sample Height (in.)	1.0	1.0	1.0
Ring Inside Diameter (in.)	2.375	2.375	2.375
Initial Moisture Content (%)	20.2	14.4	13.2
Initial Dry Density (pcf)	91.9	100.8	105.9
Initial Degree of Saturation (%)	65.6	58.0	60.1
Soil Height Before Shearing (in.)	1.2	1.2	1.2
Final Moisture Content (%)	22.3	17.6	15.7

GEOCON

DIRECT SHEAR TEST RESULTS

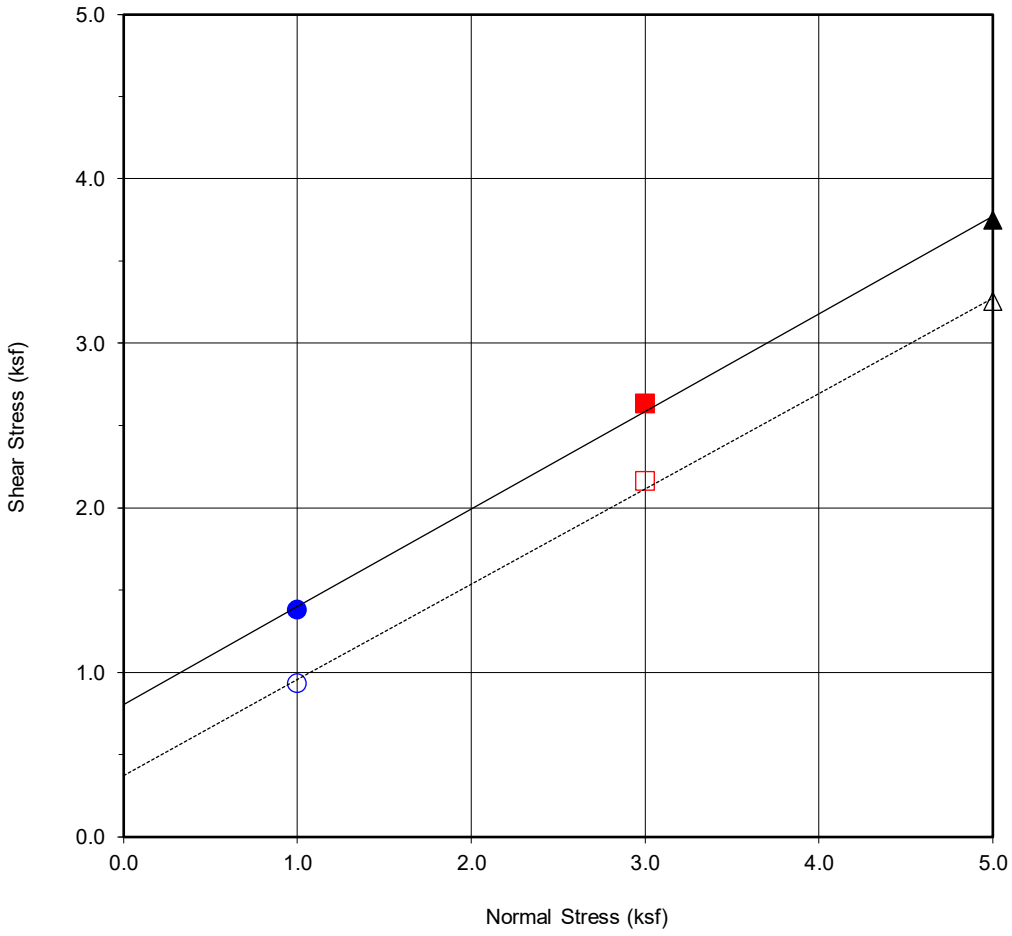
Consolidated Drained ASTM D-3080

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Project No.: W1500-06-29

MAGIC JOHNSON PARK
12416 AVALON BOULEVARD
LOS ANGELES, CALIFORNIA

JUNE 2026 Figure B6



Boring No.	**B7**
Sample No.	**B7@12'**
Depth (ft)	**12'**
Sample Type:	Ring

Soil Identification:		
Clayey Sand (SC)		
Strength Parameters		
	C (psf)	ϕ (^{o})
Peak	808	31
Ultimate	374	30

Normal Stress (kip/ft²)	1	3	5
Peak Shear Stress (kip/ft²)	● 1.38	■ 2.63	▲ 3.75
Shear Stress @ End of Test (ksf)	○ 0.93	□ 2.16	△ 3.25
Deformation Rate (in./min.)	0.005	0.005	0.005
Initial Sample Height (in.)	1.0	1.0	1.0
Ring Inside Diameter (in.)	2.375	2.375	2.375
Initial Moisture Content (%)	18.7	18.0	19.1
Initial Dry Density (pcf)	108.6	110.9	105.5
Initial Degree of Saturation (%)	91.5	93.3	86.0
Soil Height Before Shearing (in.)	1.2	1.2	1.2
Final Moisture Content (%)	20.1	18.8	19.7

GEOCON

DIRECT SHEAR TEST RESULTS

Consolidated Drained ASTM D-3080

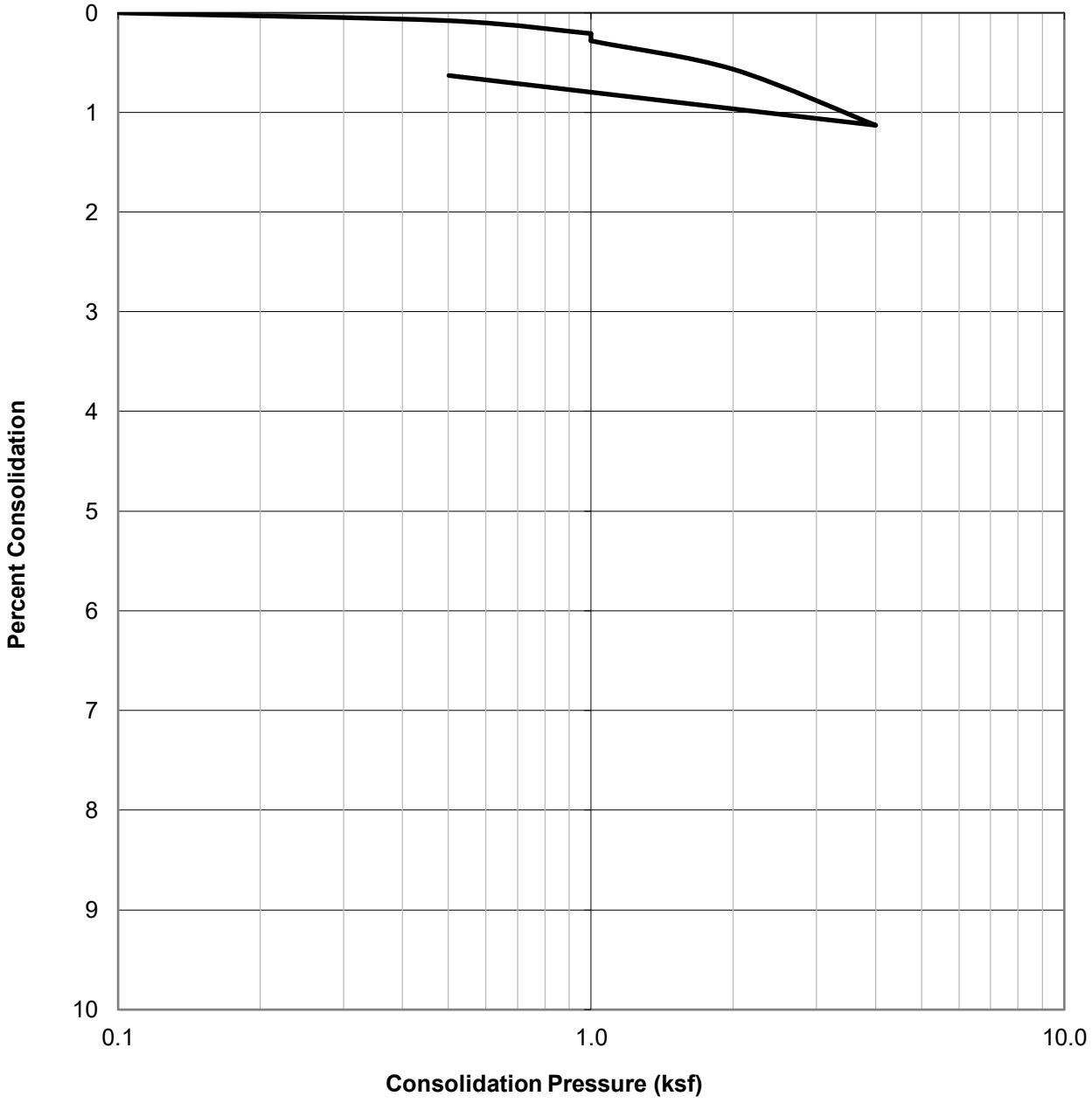
Checked by: AH

Project No.: W1500-06-29

MAGIC JOHNSON PARK
12416 AVALON BOULEVARD
LOS ANGELES, CALIFORNIA

JUNE 2026 Figure B7

WATER ADDED AT 1.0 KSF



SAMPLE ID.	SOIL TYPE	DRY DENSITY (PCF)	INITIAL MOISTURE (%)	FINAL MOISTURE (%)
B2@5'	Clay (CL)	116.8	14.9	15.3

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CONSOLIDATION TEST RESULTS

ASTM D-2435

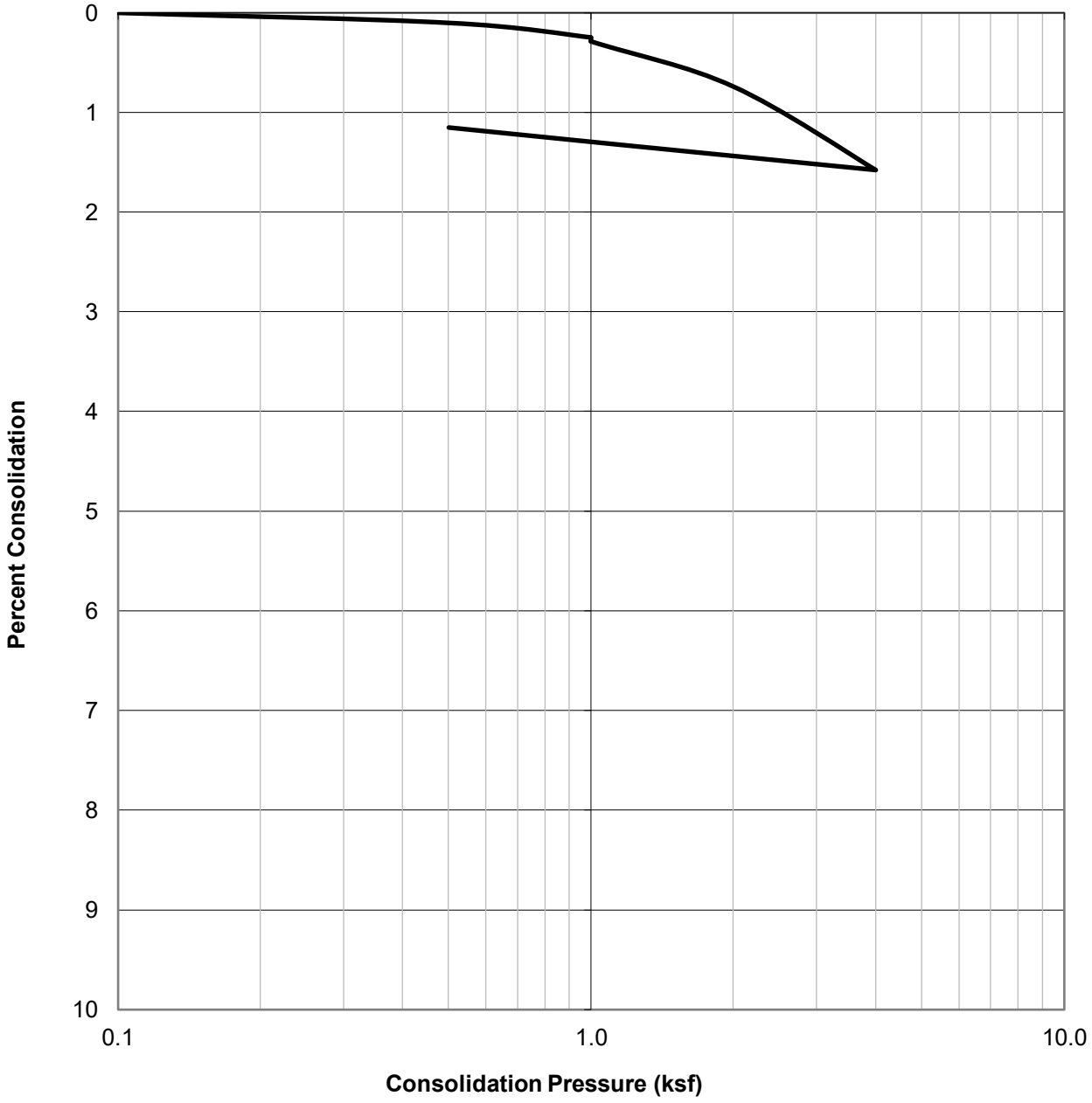
Checked by: AH

Project No.: W1500-06-29

MAGIC JOHNSON PARK
12416 AVALON BOULEVARD
LOS ANGELES, CALIFORNIA

JUNE 2026 Figure B8

WATER ADDED AT 1.0 KSF



SAMPLE ID.	SOIL TYPE	DRY DENSITY (PCF)	INITIAL MOISTURE (%)	FINAL MOISTURE (%)
B2@10'	Sandy Silt (ML)	95.5	15.4	24.7

GEOCON

CONSOLIDATION TEST RESULTS

ASTM D-2435

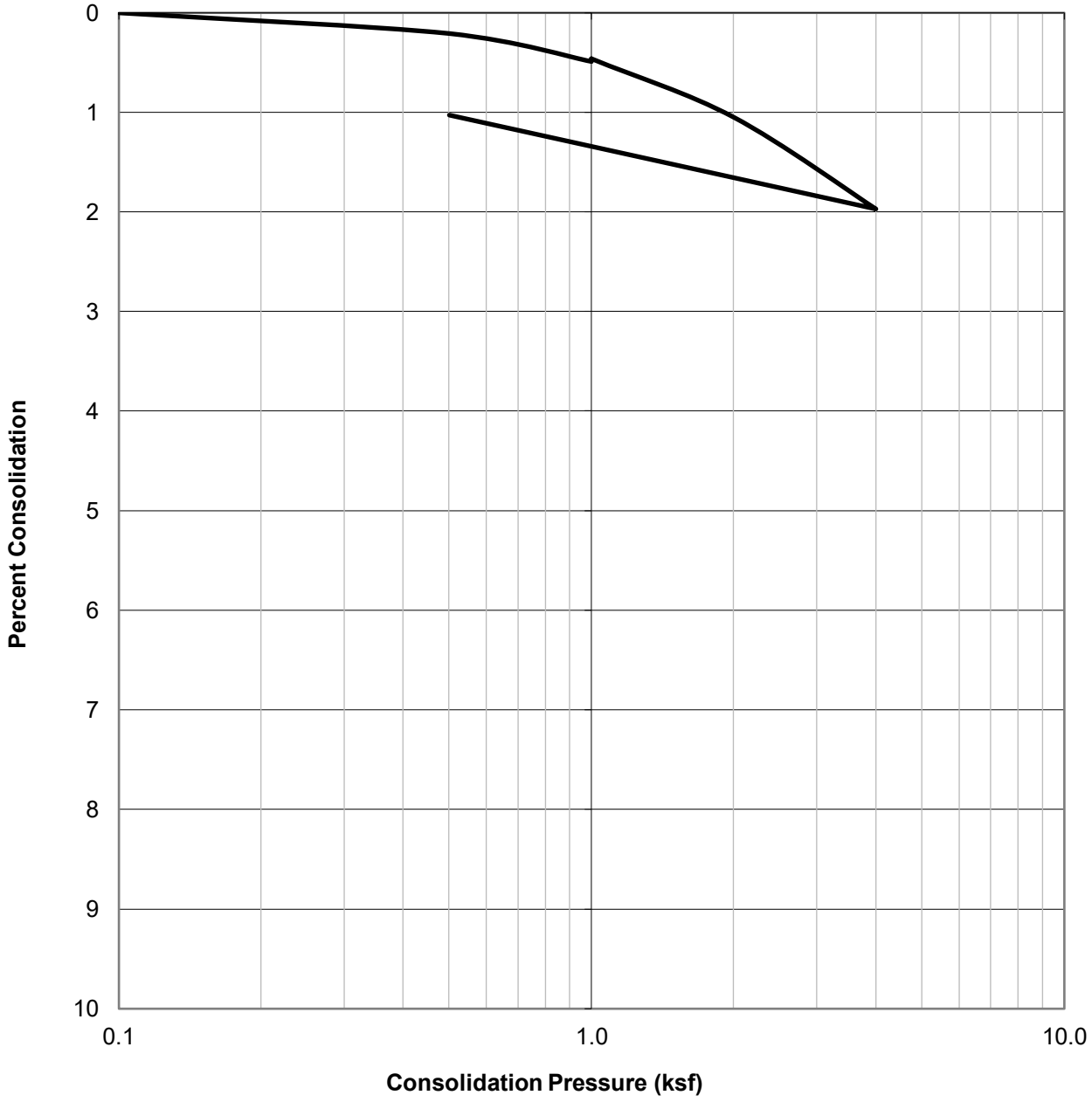
Checked by: AH

Project No.: W1500-06-29

MAGIC JOHNSON PARK
12416 AVALON BOULEVARD
LOS ANGELES, CALIFORNIA

JUNE 2026 Figure B9

WATER ADDED AT 1.0 KSF



SAMPLE ID.	SOIL TYPE	DRY DENSITY (PCF)	INITIAL MOISTURE (%)	FINAL MOISTURE (%)
B2@15'	Clayey Sand (SC)	93.5	28.0	29.8

GEOCON

CONSOLIDATION TEST RESULTS

ASTM D-2435

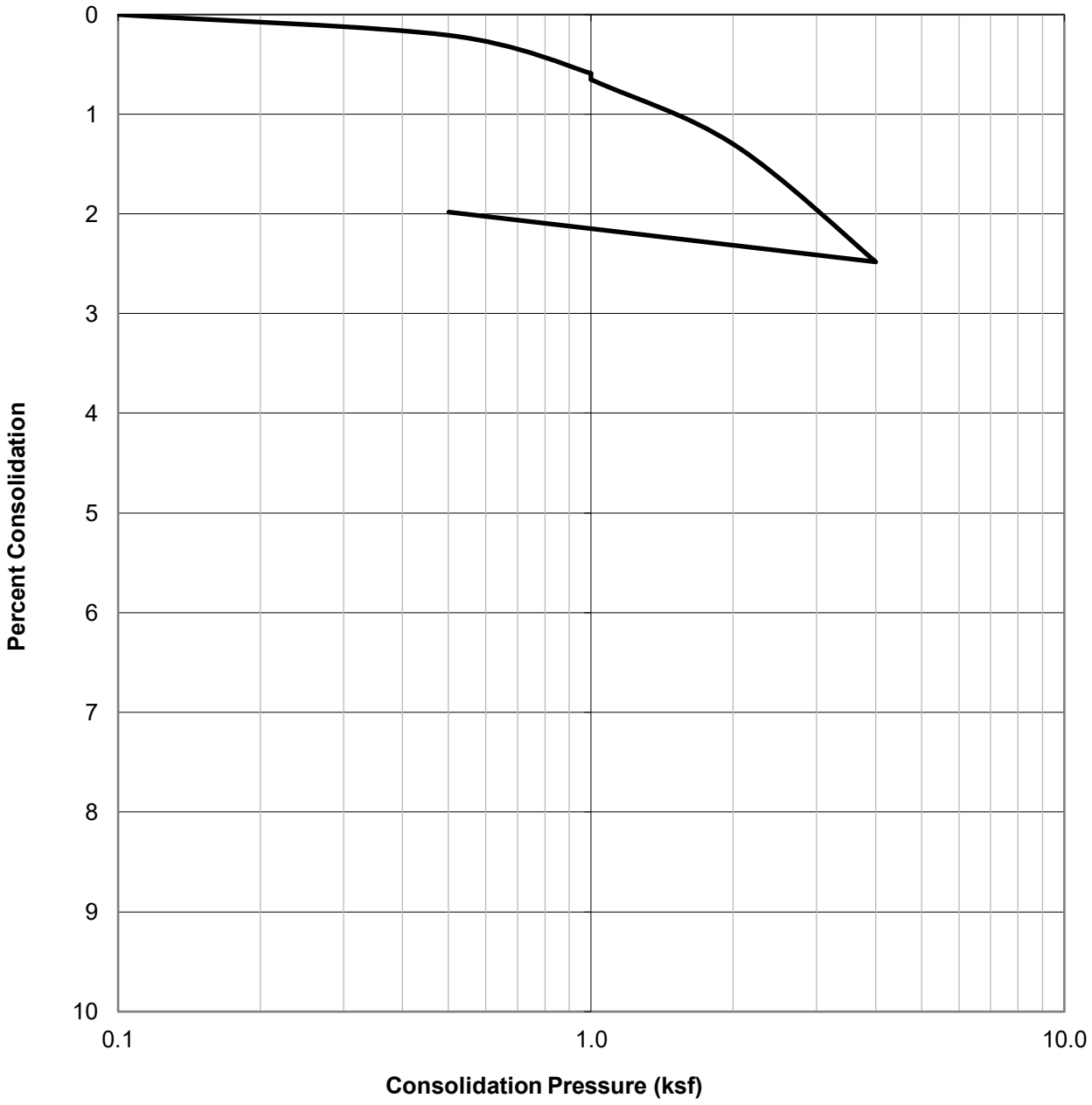
Checked by: AH

Project No.: W1500-06-29

MAGIC JOHNSON PARK
12416 AVALON BOULEVARD
LOS ANGELES, CALIFORNIA

JUNE 2026 Figure B10

WATER ADDED AT 1.0 KSF



SAMPLE ID.	SOIL TYPE	DRY DENSITY (PCF)	INITIAL MOISTURE (%)	FINAL MOISTURE (%)
B7@9'	Sandy Clay (CL)	109.6	18.0	18.4

GEOCON

CONSOLIDATION TEST RESULTS

ASTM D-2435

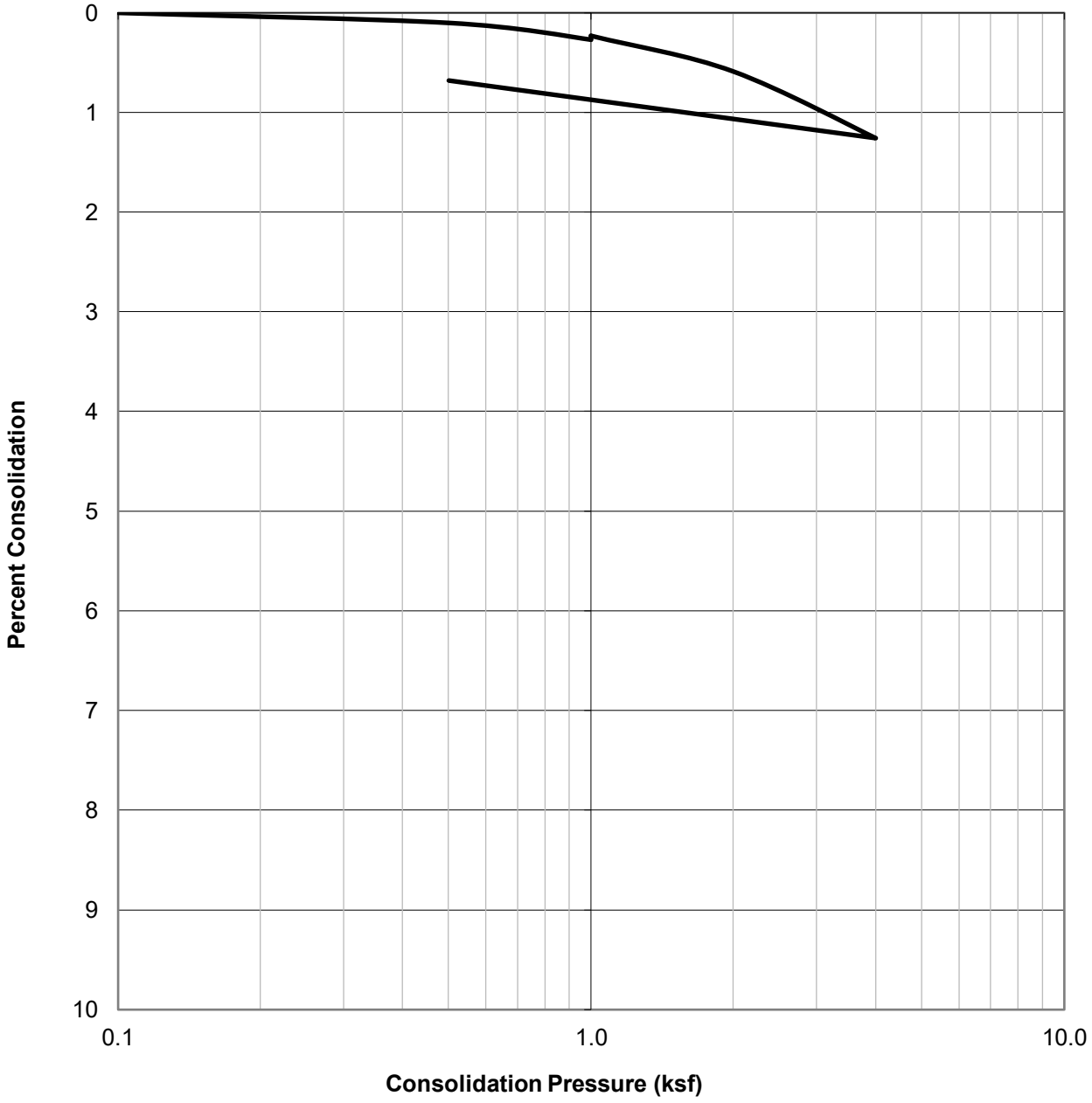
Checked by: AH

Project No.: W1500-06-29

MAGIC JOHNSON PARK
12416 AVALON BOULEVARD
LOS ANGELES, CALIFORNIA

JUNE 2026 Figure B11

WATER ADDED AT 1.0 KSF



SAMPLE ID.	SOIL TYPE	DRY DENSITY (PCF)	INITIAL MOISTURE (%)	FINAL MOISTURE (%)
B7@20'	Sandy Silt (ML)	106.8	19.1	20.4

GEOCON

CONSOLIDATION TEST RESULTS

ASTM D-2435

Checked by: AH

Project No.: W1500-06-29

MAGIC JOHNSON PARK
12416 AVALON BOULEVARD
LOS ANGELES, CALIFORNIA

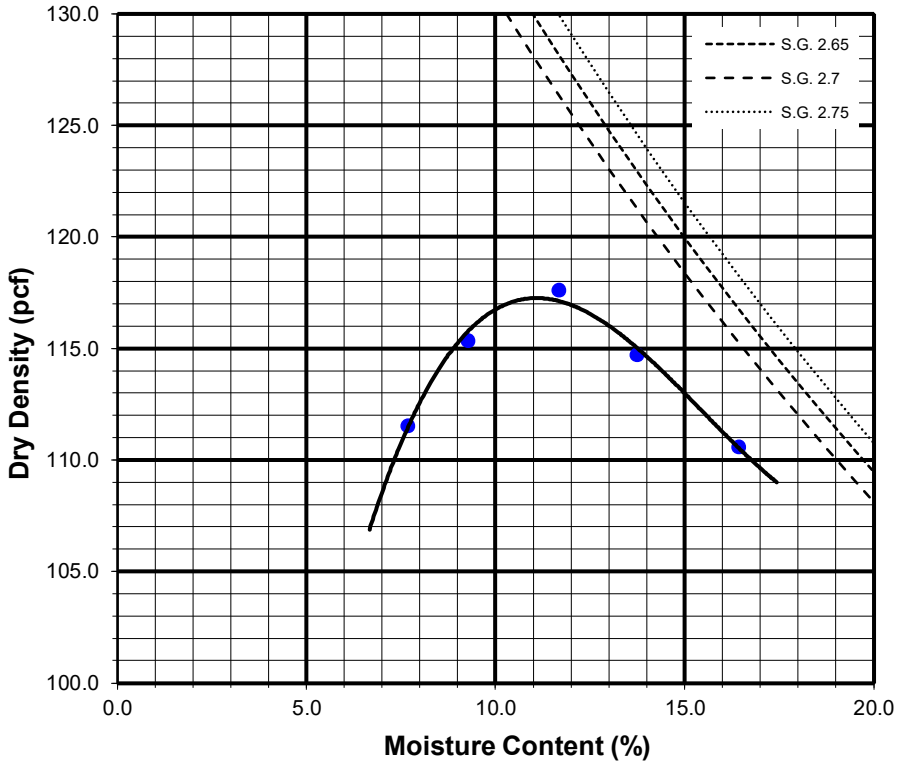
JUNE 2026 Figure B12

Sample No:

B2/B3 MIXED @0-3'	Clay (CL) & Silt (ML)

TEST NO.		1	2	3	4	5	6
Wt. Compacted Soil + Mold	(g)	6190	6270	6257	6231	6100	
Weight of Mold	(g)	4286	4286	4286	4286	4286	
Net Weight of Soil	(g)	1904	1984	1971	1945	1814	
Wet Weight of Soil + Cont.	(g)	839.4	777.9	677.0	823.4	794.1	
Dry Weight of Soil + Cont.	(g)	793.7	728.0	631.5	749.6	759.0	
Weight of Container	(g)	300.3	300.4	300.1	300.4	301.4	
Moisture Content	(%)	9.3	11.7	13.7	16.4	7.7	
Wet Density	(pcf)	126.1	131.3	130.5	128.8	120.1	
Dry Density	(pcf)	115.4	117.6	114.7	110.6	111.5	

Maximum Dry Density (pcf)	**118.0**	**Optimum Moisture Content (%)**	**11.0**



Preparation Method: A

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COMPACTION CHARACTERISTICS USING MODIFIED EFFORT TEST RESULTS

ASTM D-1557

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Project No.: W1500-06-29

MAGIC JOHNSON PARK
12416 AVALON BOULEVARD
LOS ANGELES, CALIFORNIA

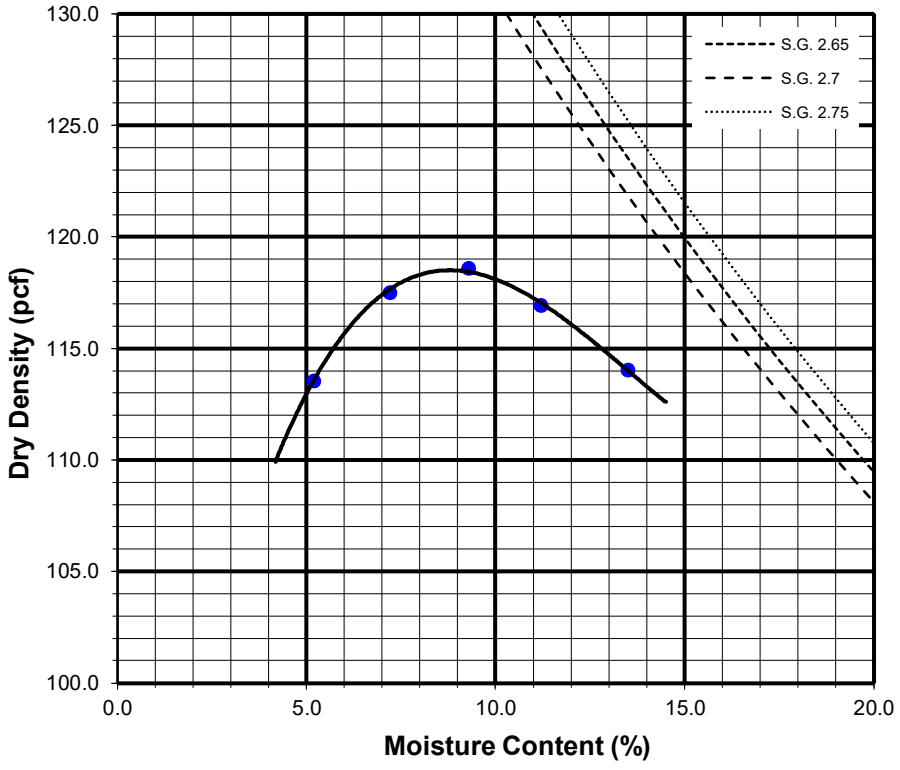
JUNE 2026 Figure B13

Sample No:

B5/B6 MIXED @0-3'	Sandy Silt (ML) & Silty Sand (SM)

TEST NO.		1	2	3	4	5	6
Wt. Compacted Soil + Mold	(g)	6189	6244	6250	6241	6090	
Weight of Mold	(g)	4286	4286	4286	4286	4286	
Net Weight of Soil	(g)	1903	1958	1964	1955	1804	
Wet Weight of Soil + Cont.	(g)	753.0	832.7	782.2	844.4	690.1	
Dry Weight of Soil + Cont.	(g)	722.7	787.5	733.8	779.7	670.9	
Weight of Container	(g)	301.7	300.6	301.2	300.2	300.3	
Moisture Content	(%)	7.2	9.3	11.2	13.5	5.2	
Wet Density	(pcf)	126.0	129.6	130.0	129.4	119.4	
Dry Density	(pcf)	117.5	118.6	116.9	114.0	113.5	

Maximum Dry Density (pcf)	**119.0**	**Optimum Moisture Content (%)**	**8.5**



Preparation Method: A

GEOCON

COMPACTION CHARACTERISTICS USING MODIFIED EFFORT TEST RESULTS

ASTM D-1557

Checked by: AH

Project No.: W1500-06-29

MAGIC JOHNSON PARK
12416 AVALON BOULEVARD
LOS ANGELES, CALIFORNIA

JUNE 2026 Figure B14

B2/B3 MIXED @0-3'

MOLDED SPECIMEN		BEFORE TEST	AFTER TEST
Specimen Diameter	(in.)	4.0	4.0
Specimen Height	(in.)	1.0	1.1
Wt. Comp. Soil + Mold	(gm)	748.5	793.2
Wt. of Mold	(gm)	367.5	367.5
Specific Gravity	(Assumed)	2.7	2.7
Wet Wt. of Soil + Cont.	(gm)	511.1	793.2
Dry Wt. of Soil + Cont.	(gm)	478.2	339.3
Wt. of Container	(gm)	211.1	367.5
Moisture Content	(%)	12.3	25.5
Wet Density	(pcf)	114.9	128.2
Dry Density	(pcf)	102.3	102.2
Void Ratio		0.6	0.7
Total Porosity		0.4	0.4
Pore Volume	(cc)	81.3	94.1
Degree of Saturation	(%) [S_{meas}]	51.7	91.9

Date	Time	Pressure (psi)	Elapsed Time (min)	Dial Readings (in.)
4/27/2026	10:00	1.0	0	0.2864
4/27/2026	10:10	1.0	10	0.2856
Add Distilled Water to the Specimen				
4/28/2026	10:00	1.0	1430	0.3472
4/28/2026	11:00	1.0	1490	0.3472

Expansion Index (EI meas) =	61.6
Expansion Index (Report) =	**62**

Expansion Index, EI_{50}	CBC CLASSIFICATION *	UBC CLASSIFICATION **
0-20	Non-Expansive	Very Low
21-50	Expansive	Low
51-90	Expansive	Medium
91-130	Expansive	High
>130	Expansive	Very High

* Reference: 2025 California Building Code, Section 1803.5.3

** Reference: 1997 Uniform Building Code, Table 18-I-B.

GEOCON

EXPANSION INDEX TEST RESULTS

ASTM D-4829

Checked by: AH

Project No.: W1500-06-29

MAGIC JOHNSON PARK
12416 AVALON BOULEVARD
LOS ANGELES, CALIFORNIA

JUNE 2026 Figure B15

B5/B6 MIXED @0-3'

MOLDED SPECIMEN		BEFORE TEST	AFTER TEST
Specimen Diameter	(in.)	4.0	4.0
Specimen Height	(in.)	1.0	1.0
Wt. Comp. Soil + Mold	(gm)	769.4	808.1
Wt. of Mold	(gm)	370.7	370.7
Specific Gravity	(Assumed)	2.7	2.7
Wet Wt. of Soil + Cont.	(gm)	511.1	808.1
Dry Wt. of Soil + Cont.	(gm)	485.1	364.1
Wt. of Container	(gm)	211.1	370.7
Moisture Content	(%)	9.5	20.1
Wet Density	(pcf)	120.3	131.8
Dry Density	(pcf)	109.8	109.7
Void Ratio		0.5	0.6
Total Porosity		0.3	0.4
Pore Volume	(cc)	72.1	77.1
Degree of Saturation	(%) [S_{meas}]	48.3	95.0

Date	Time	Pressure (psi)	Elapsed Time (min)	Dial Readings (in.)
4/27/2026	10:00	1.0	0	0.2509
4/27/2026	10:10	1.0	10	0.2503
Add Distilled Water to the Specimen				
4/28/2026	10:00	1.0	1430	0.2744
4/28/2026	11:00	1.0	1490	0.2744

Expansion Index (EI meas) =	24.1
Expansion Index (Report) =	**24**

Expansion Index, EI_{50}	CBC CLASSIFICATION *	UBC CLASSIFICATION **
0-20	Non-Expansive	Very Low
21-50	Expansive	Low
51-90	Expansive	Medium
91-130	Expansive	High
>130	Expansive	Very High

* Reference: 2025 California Building Code, Section 1803.5.3

** Reference: 1997 Uniform Building Code, Table 18-I-B.

GEOCON

EXPANSION INDEX TEST RESULTS

ASTM D-4829

Checked by: AH

Project No.: W1500-06-29

MAGIC JOHNSON PARK
12416 AVALON BOULEVARD
LOS ANGELES, CALIFORNIA

JUNE 2026 Figure B16

SUMMARY OF LABORATORY
POTENTIAL OF HYDROGEN (pH) AND RESISTIVITY TEST RESULTS
AASHTO T289 ASTM D4972 and AASHTO T288 ASTM G187

Sample No.	pH	Resistivity (ohm centimeters)
B2/B3 MIXED @0-3'	8.1	1500 (Corrosive)
B5/B6 MIXED@0-3'	7.8	1900 (Corrosive)

SUMMARY OF LABORATORY CHLORIDE CONTENT TEST RESULTS
AASHTO T291 ASTM C1218

Sample No.	Chloride Ion Content (%)
B2/B3 MIXED @0-3'	0.007
B5/B6 MIXED@0-3'	0.005

SUMMARY OF LABORATORY WATER SOLUBLE SULFATE TEST RESULTS
AASHTO T290 ASTM C1580

Sample No.	Water Soluble Sulfate (% SO_4)	Sulfate Exposure
B2/B3 MIXED @0-3'	0.000	S0
B5/B6 MIXED @0-3'	0.000	S0

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CORROSIVITY TEST RESULTS

Checked by: AH

Project No.: W1500-06-29

MAGIC JOHNSON PARK
12416 AVALON BOULEVARD
LOS ANGELES, CALIFORNIA

JUNE 2026 Figure B17

LIST OF REFERENCES

1. California Division of Mines and Geology, 1998, *Seismic Hazard Evaluation of the Inglewood 7.5-Minute Quadrangle, Los Angeles County, California*, Open-File Report 98-18.

2. Dibblee, T. W., Jr., 2007, Geologic *Map of the Venice and Inglewood Quadrangles, Los Angeles County, California,* Dibblee Foundation Map #DF-322.

LIMITED ASBESTOS AND LEAD-BASED PAINT XRF SURVEY REPORT

For:

MAGIC JOHNSON PARK –
MAKE READY AND PARKING PROJECT
12416 AVALON BLVD,
LOS ANGELES, CA 90061

Presented To:

Los Angeles County Public Works
900 South Fremont Avenue
Alhambra, California 91803-1331

Presented By:

BAINBRIDGE
Environmental Consultants

14251 Firestone Boulevard, Suite 140
La Mirada, California 90638
Tel (213) 921-4884 Office

Bainbridge Project #26050072.10
May 28, 2026

1.0 Introduction

Bainbridge Environmental Consultants, Inc. was retained to conduct a Limited Asbestos Survey for the Make Ready and Parking Project at the Magic Johnson Park located at 12416 Avalon Boulevard, Los Angeles, CA 90061. The survey was conducted on May 22, 2026, by Marco Silva, DOSH Certified Site Surveillance Technician (CSST) #19-6694, under the direction Gage Thompson, DOSH Certified Asbestos Consultant (CAC) #19-6730.

The purpose of this survey was to identify asbestos containing materials in anticipation of planned demolition work. Per the project scope of work, bulk samples of drywall with joint compound, base cove with mastic, floor tile with adhesive, vapor barrier, roof shingle, pipe mastic, brick and mortar, and asphalt flooring were collected from representative building materials within the surveyed area. One of the rooms within Stand Alone Building 1 was inaccessible for testing at the time of the inspection. No signs of PCB and/or Mercury containing materials were observed during our assessment in the building areas affected by the project scope of work.

1.1 Survey Procedures

Bainbridge Environmental Consultants, Inc. has performed this survey in a professional manner using the degree of skill and care exercised for similar projects under similar conditions by reputable and competent environmental consultants, and in conformance with generally accepted current standards for identifying and evaluating asbestos in construction materials. Bainbridge Environmental Consultants, Inc. uses only qualified, certified, and properly trained professionals to perform asbestos surveys, and best efforts were made to survey accessible suspect materials. This report was prepared for the sole use of Los Angeles County Department of Public Works, the only intended beneficiaries of our work. Reliance on this survey report by other parties other than Los Angeles County Department of Public Works shall be at the other party's sole risk. Bainbridge Environmental Consultants, Inc. understands that our services to Los Angeles County Department of Public Works are to be held in strict confidence. Bainbridge Environmental Consultants, Inc. will not discuss or disclose any information about our services to any third party without Los Angeles County Department of Public Work's written consent. Also, note that this is a survey report and not an abatement specification or a basis for competitive bidding.

If there are suspect materials identified during any renovation or demolition work that were not analyzed in this survey due to accessibility or other limitations, those materials should be treated as asbestos-containing materials until further sampling, analysis and/or assessment can be performed. Additional suspect but un-sampled materials could be located between walls, in voids, or in other inaccessible areas; caution should be exercised regarding these areas.

Suspected asbestos-containing materials were identified based on a review of available building information and a walk-through of the site. All accessible areas to be impacted were sampled for suspected asbestos-containing materials (ACM) and asbestos-containing construction materials (ACCM). Suspected materials were divided into homogeneous groups based on their uniformity of texture, appearance, and application.

ACM in buildings generally found in three different forms:

- Surfacing Materials – “material that is sprayed, troweled-on or otherwise applied to surfaces (such as acoustical plaster on ceilings and fireproofing materials on structural members, or other materials on surfaces for acoustical, fireproofing, and other purposes).”

- Thermal System Insulation – “ACM applied to pipes, fittings, boilers, breeching, tanks, ducts, or other structural components to prevent heat loss and gain”.

- Miscellaneous Materials – “It includes any asbestos-containing material, not considered a surfacing or thermal system insulation, such as; floor tile and mastic, vinyl sheeting flooring material, coving mastic, ceiling tiles and mastic, drywall/gypsum board, taping mud, asbestos-cement products (Transite), roofing products, gaskets, vibration joint cloths or expansion joints”.

The ability for ACMs to release fibers is called friability, which it “can be crumbled, pulverized or reduced to powder by hand pressure when dry”. Non-friable ACMs pose minimal risk as long as handled properly. Examples of non-friable ACMs are asbestos-cement products (Transite), vinyl asbestos floor tile, mastics, and asphalt saturated roofing products.

The purpose in doing an asbestos survey is to determine the presence and condition of ACMs in a building. Scope of work consists of the following:

- Site walk throughout the subject abandoned buildings at Magic Johnson Park

- Identify suspected asbestos-containing materials to be impacted during demolition

- Assess the condition of the materials (friable/non-friable)

- Quantify the amount of suspected ACM

- Assess the suspected ACM condition for damage type and percentage

- Collect bulk samples of the suspected ACM following a modified AHERA sampling protocol

- List the sample location and description and prepare a sketch of sample locations

- Take photographs of all sample locations

- Submit bulk suspecting ACM samples to an NVLAP accredited laboratory

- Prepare and submit report that describes findings and recommendations

1.2 Suspected ACM Identified

Based on visual observations and available documentation (if any), the following suspected ACM was identified and sampled:

- Drywall with Joint Compound
- Base Cove with Mastic
- Floor tile with Adhesive
- Vapor Barrier
- Roof Shingle
- Pipe Mastic
- Asphalt Flooring

1.3 Sampling Methods

A modified AHERA sampling protocol was used to estimate the number of samples collected. Actual sample amounts were determined based on the Certified Asbestos Consultant (CAC) and field conditions. Multiple samples of each homogeneous material were collected and submitted for analysis. Suspected ACM was wetted with amended water and using sampling tools was either cut or cored from the substrate. All sampling tools were cleaned before and after each use to prevent cross contamination. Suspected ACM were placed in a sterile, airtight bag and sealed. Each sample was labeled with an identification number.

The sample and sample description were logged on the Asbestos Bulk Sample Log and the sampling location was designated on a sampling map. The samples were transported to an accredited laboratory under chain-of-custody.

Bainbridge Environmental Consultants, Inc. conducted the limited asbestos bulk sampling of the subject buildings at the site in compliance with the following Federal, State, and Local regulations:

Code of Federal Regulations (CFR):

- 40 CFR Part 763 - Asbestos Containing Materials In Schools.
- 29 CFR 1910.1001 - Occupational Exposure to Asbestos, Tremolite, Anthophyllite and Actinolite
- 29 CFR 1910.1101 - Asbestos
- 29 CFR 1910.1200 - Hazard Communication
- 29 CFR 1910.20 - Access to Employee Exposure and Medical Records
- 29 CFR 1910.132 - General Requirements – Personal Protective Equipment
- 29 CFR 1910.133 - Eye and Face Protection
- 29 CFR 1910.134 - Respiratory Protection
- 29 CFR 1910.145 - Specifications for Accident Prevention, Signs and Tags
- 29 CFR 1910.1101 - Asbestos Standard for construction Industry
- 40 CFR 61 - Sub-part A General Conditions
- 40 CFR 61 - Sub-part M National Emission Standards for Asbestos
- 40 CFR 61.152 - Standard for Waste Disposal for Manufacturing, Demolition, Renovation, Spraying and Fabrication Operations.

U.S. Environmental Protection Agency (EPA):

- Publication No. 560/5-85-024 - Guidance for Controlling Asbestos-Containing Materials in Buildings.

Title 8 California Code of Regulations (CCR):

- Section 1529 - Asbestos
- Section 5208 - General Industry Safety Orders
- Section 5144 - Respirator Regulations

South Coast Air Quality Management (SCAQMD):

- Rule 1403- Asbestos Emissions from Demolition/Renovation Activities.

1.4 Analytical Procedures

The Federal Environmental Protection Agency (EPA), South Coast Air Quality Management District (SCAQMD) and the Occupational Safety and Health Administration (OSHA) define an asbestos-containing material as a material that contains greater than one percent (>1.0%) asbestos. The California Department of Occupational Safety and Health (Cal/OSHA or DOSH) defines an asbestos-containing material as a material that contains greater than one tenth of one percent (>0.1%) asbestos.

A total of thirty (30) bulk samples were collected for laboratory analysis and submitted under the chain of custody protocol to Eurofins EPK Built Environment Testing, LLC., located at 2841 Dow Avenue, Suite 300, Tustin, CA 92780, Phone: (800) 651-4802. Eurofins EPK Built Environmental Testing, Inc. is accredited by the National Voluntary Laboratory Accreditation Program (NVLAP), under NVLAP Code: 200757-0 and approved for asbestos bulk sample analysis in the state of California. The percentage of asbestos was estimated by examination of fibers greater than five microns in length and with an aspect ratio of 3:1 or greater.

The sample analysis was performed by EPA Polarized Light Microscopy (PLM) coupled with dispersion staining, method 600/R-93/116, July1993. All PLM analyses are derived from a calibrated visual estimate unless otherwise noted.

1.5 Condition of Facility

The subject buildings were observed to have been in an abandoned condition at the time of the inspection. No signs of PCB and/or Mercury containing materials were observed during our assessment in the building areas affected by the project scope of work. One of the rooms within Stand Alone Building 1 was inaccessible for testing at the time of the inspection (See Appendix D. Sample Location Drawings for Reference).

-Continue to Next Page-

1.6 Results Summary Table

Homogeneous Group	Sample No	Sample Location	Material Type	Material Color	Friability	Condition	Approx. Sq. Ft. or Linear Ft.	Analytical Results
A	1	Standalone Building 1 – East Wall	Drywall with Joint Compound	White	Non-Friable	Good	1,600 Sq. Ft.	None Detected
A	2	Standalone Building 1 – South Wall	Drywall with Joint Compound	White	Non-Friable	Good	Included Above	None Detected
A	3	Standalone Building 1 – Corner bead	Drywall with Joint Compound	White	Non-Friable	Good	Included Above	None Detected
B	4	Standalone Building 1 – North Wall	Base Cove with Mastic	Black	Non-Friable	Good	150 LFT	None Detected
B	5	Standalone Building 1 – South Wall	Base Cove with Mastic	Black	Non-Friable	Good	Included Above	None Detected
B	6	Standalone Building 1 – East Wall	Base Cove with Mastic	Black	Non-Friable	Good	Included Above	None Detected
C	7	Standalone Building 1 – South	Floor Tile with Adhesive	Gray	Non-Friable	Good	600 Sq. Ft.	None Detected
C	8	Standalone Building 1 – North	Floor Tile with Adhesive	Gray	Non-Friable	Good	Included Above	None Detected
C	9	Standalone Building 1 – East	Floor Tile with Adhesive	Gray	Non-Friable	Good	Included Above	None Detected
D	10	Standalone Building 1 – Restroom Entry	Floor Tile with Adhesive	Black	Non-Friable	Good	3 LFT	None Detected
D	11	Standalone Building 1 – Restroom Entry	Floor Tile with Adhesive	Black	Non-Friable	Good	Included Above	None Detected
D	12	Standalone Building 1 – Restroom Entry	Floor Tile with Adhesive	Black	Non-Friable	Good	Included Above	None Detected
E	13	Standalone Building 1 – Exterior South	Vapor Barrier	Brown	Friable	Good	1,000 Sq. Ft.	None Detected
E	14	Standalone Building 1 – Exterior South	Vapor Barrier	Brown	Friable	Good	Included Above	None Detected

Homogeneous Group	Sample No	Sample Location	Material Type	Material Color	Friability	Condition	Approx. Sq. Ft. or Linear Ft.	Analytical Results
E	15	Standalone Building 1 – Exterior South	Vapor Barrier	Brown	Friable	Good	Included Above	None Detected
F	16	Standalone Building 1 – East	Roof Shingle	Brown	Non-Friable	Good	900 Sq. Ft.	None Detected
F	17	Standalone Building 1 – Center	Roof Shingle	Brown	Non-Friable	Good	Included Above	None Detected
F	18	Standalone Building 1 – West	Roof Shingle	Brown	Non-Friable	Good	Included Above	None Detected
G	19	Standalone Building 1 – South	Pipe Mastic	Yellow	Non-Friable	Good	10 Sq. Ft.	None Detected
G	20	Standalone Building 1 – South	Pipe Mastic	Yellow	Non-Friable	Good	Included Above	None Detected
G	21	Standalone Building 1 – North	Pipe Mastic	Yellow	Non-Friable	Good	Included Above	None Detected
H	22	Standalone Building 2 – Southeast	Brick and Mortar	Beige	Non-Friable	Good	900 Sq. Ft.	None Detected
H	23	Standalone Building 2 – Southwest	Brick and Mortar	Beige	Non-Friable	Good	Included Above	None Detected
H	24	Standalone Building 2 – Northwest	Brick and Mortar	Beige	Non-Friable	Good	Included Above	None Detected
I	**25**	**Standalone Building 2 – West**	**Pipe Mastic**	**Yellow**	**Non-Friable**	**Good**	**10 Sq. Ft.**	**2% Chrysotile**
I	**26**	**Standalone Building 2 – West**	**Pipe Mastic**	**Yellow**	**Non-Friable**	**Good**	**Included Above**	**2% Chrysotile**
I	**27**	**Standalone Building 2 – West**	**Pipe Mastic**	**Yellow**	**Non-Friable**	**Good**	**Included Above**	**2% Chrysotile**
J	28	Standalone Building 2 – West	Asphalt Flooring	Black	Non-Friable	Good	16,000 Sq. Ft.	None Detected
J	29	Standalone Building 2 – South	Asphalt Flooring	Black	Non-Friable	Good	Included Above	None Detected
J	30	Standalone Building 2 – East	Asphalt Flooring	Black	Non-Friable	Good	Included Above	None Detected

In the event that other suspect building materials (not included in this survey report) are discovered and have the potential to be impacted or disturbed during construction, renovation and/or demolition activities; those suspect building materials will be considered asbestos-containing materials until a State Certified, Asbestos Consultant is retained to determine asbestos content of those materials.

Federal regulations define asbestos-containing material (ACM) as any material that contains more than one percent (>1%) asbestos. State Cal/OSHA-California Labor Code, Section 6501.8 defines “asbestos containing construction material (ACCM)” as any manufactured construction material that contains more than one tenth of one percent (>0.1%) asbestos by weight.

1.7 Conclusions/Abatement Recommendations

A total of thirty (30) bulk samples were collected on May 22, 2026. The results of the bulk samples collected for asbestos analysis indicate that detectable concentrations of ACM were present in the materials sampled. This report should remain in an easily accessible location in the building and/or property management office to be read by all appropriate personnel involved in building management and maintenance.

Based on the available information gathered during the performance of this survey and its conclusions, Bainbridge recommends the following:

- Identified asbestos-containing materials and/or asbestos-containing construction materials must be removed prior to any scheduled renovation or demolition activities in adherence with South Coast Air Quality Management (SCAQMD) Rule 1403- Asbestos Emissions from Demolition/Renovation Activities

- Bainbridge recommends the preparation of project specifications for the removal of identified asbestos-containing materials and/or Cal/OSHA regulated asbestos-containing construction materials (samples greater than .1% asbestos), as necessary. A State of California Certified Asbestos Consultant should be retained to properly document, inspect, and monitor the removal of any identified and/or assumed asbestos-containing materials. This is to ensure adherence to applicable State and Federal regulations and for the safety of building occupants in the vicinity of the abatement areas.

- Bainbridge recommends that a Cal/OSHA registered and state licensed general contractor perform the abatement of the above-mentioned asbestos-containing materials and/or asbestos-containing construction materials. Any asbestos related work must be conducted in accordance with all applicable Federal, State, and local regulations. Firms performing the asbestos-related work must follow proper engineering practices and must use state-of-the-art techniques whenever possible.

2.0 Lead-Based Paint XRF Testing of Painted Surfaces

Marco Silva, CDPH Certified Lead Sampling Technician LRC #00000118, under the direction of Gage Thompson, CDPH Certified Lead-Related Construction-Inspector/Assessor LRC #00002718, of Bainbridge, performed the limited survey activities and collected the lead-based paint XRF readings for the Make Ready and Parking Project at the Magic Johnson Park located at 12416 Avalon Boulevard, Los Angeles, CA 90061. The purpose of the survey was to identify any suspect lead-containing building materials that are scheduled to be impacted or disturbed during the upcoming/scheduled renovations/repairs at the subject property. The lead-based paint XRF survey was performed on the date of May 22, 2026, and consisted of a walk-through of the areas identified in the project scope of work and the collection of XRF readings of suspect lead-containing materials. This report reviews and summarizes the findings outlined in the attached lead-based paint XRF sampling log with analytical results.

Bainbridge conducted the limited lead-based paint XRF survey of the subject buildings in compliance with the following Federal, State, and Local regulations:

- 24 CFR Part 35.80-35.98 and 35.3120(b) – U.S. Department of Housing and Urban Development (HUD)
- Toxic Substances Control Act (TOSCA) Section 406
- 40 CFR 745.103 – Environmental Protection Agency (EPA)
- Title 17 Section 35000 – Code of California Regulations
- Cal/OSHA Title 8 Section 1532.1 – California Occupational Safety and Health Administration
- Cal/OSHA Title 8 Section 5194 – California Occupational Safety and Health Administration

In compliance with Title 17, CCR, Division 1, Chapter 8 and 24 CFR Subtitle A, Part 35.125, Bainbridge filed the 8552 form as required to notify the California Department of Health Services the findings of the lead inspection/assessment conducted on the site.

Currently, the State of California, the U.S Department of Housing and Urban Development (HUD), and the Environmental Protection Agency (EPA) define lead-based paint as paint or other surface coating with lead content equal to or greater than 1.0 milligram per square centimeter (mg/cm^2), 0.5% by weight and/or 5,000 parts per million lead on the surface area.

XRF Paint Readings: XRF measurements were collected. Bainbridge conducted the survey using a Viken Pb200i Handheld X-ray Fluorescence (XRF) Lead Paint Analyzer. All survey activities and XRF measurements were performed in accordance with the United States Department of Housing and Urban Development's guidance document, entitled "Guidelines for the Evaluation and Control of Lead-based Paint Hazards in Housing: Chapter 7 Lead-based paint inspection".

2.1 Lead-Based Paint Findings

XRF Testing: A total of thirty-six (36) XRF readings were collected. The field data and results of the XRF testing are included in Appendix B of this report.

As a result of the Viken Pb200i analyzer XRF testing:

- **Lead-based paint was not identified in any of the building materials/surfaces tested.**

The Viken Pb200i XRF Lead Sampling Logs are provided as an attachment to this survey/inspection report. These logs tabulate each individual test, sample taken throughout the subject areas and describes the test location, the component to which the paint is applied, condition, color and lead content in milligrams per square centimeter and the result.

In the event that other suspect building materials (not included in this survey report) are discovered and have the potential to be impacted or disturbed during construction, renovation and/or demolition activities; those suspect building materials will be considered lead-containing materials until a State Certified Inspector/Assessor is retained to determine lead content of those materials.

2.2 Lead-Based Paint Recommendations

Based on the available information gathered during the performance of this survey and its conclusions, Bainbridge makes no recommendations for abatement at this time.

- All construction work that affects lead containing components and materials should be conducted in accordance with Cal/OSHA Construction Safety Order Lead (i.e. CCR, Title 8, Section 1532.1 Lead and OSHA CFR 29 CFR 1926.62 – Lead).

2.3 Disclaimer and Limitations for Lead-Based Paint and Components

This document is prepared for the sole use of Los Angeles County Public Works and its authorized representatives and any agencies directly involved in this project. No other party should rely on the information contained herein without prior written consent of Bainbridge.

The information in this report or portions thereof may be required to be included in notifications to employees, contractors or other visitors to the building. Los Angeles County Public Works or its agents shall not use this report as a project specification or work plan for any of the work suggested or recommended in the report.

This report is based upon conditions and practices observed at the property and information made available to Bainbridge. This report does not identify all hazards or unsafe practices, nor does it indicate that other hazards or unsafe practices exist at the premises.

This inspection and assessment was planned, developed, and patterned after *HUD Guidelines Chapter 7 Lead-based paint inspection*. Bainbridge utilized state-of-the-art practices and techniques in accordance with regulatory standards while performing this inspection. Bainbridge's evaluation of the relative risk of exposure to lead identified during this inspection is based on conditions observed at the time of the inspection. Bainbridge cannot be responsible for changing conditions that may alter the relative exposure risk or for future changes in accepted methodology.

The conclusions and summary presented in this report are based on a review of pertinent regulations, and guidelines or requirements commonly followed by industry standards, data collected during the site inspection, and information provided by Los Angeles County Public Works, their clients, agents, and representatives.

The work has been conducted in an objective and unbiased manner and in accordance with generally accepted professional practice for this type of work. Bainbridge believes the data and analysis to be accurate and relevant but cannot accept responsibility for the accuracy or completeness of available documentation or possible withholding of information by other parties.

Any observations of lead-based paint and lead containing materials represent the conditions at the specified locations and times of the site inspection survey only. The selection of sample areas was limited to accessible areas of the subject site described in this report.

APPENDIX A

ASBESTOS FIELD DATA AND LABORATORY RESULTS

ASBESTOS BULK SAMPLE LOG

Client: Los Angeles County Public Works

Project Name: Magic Johnson Park – Make Ready and Parking Project

Address: 12416 Avalon Boulevard, Los Angeles, CA 90061

Bainbridge Project #: 25099790.10

Inspector/Sampler: Marco Silva, CSST

Date Sampled: May 22, 2026

BAINBRIDGE
Environmental Consultants

Sample No.	Sample Location	Sample Description	Color	Material Condition	Friable Non-Friable	Material Location	Approx. Quantity	Laboratory Results
1.	Standalone Building 1 – East Wall	Drywall with Joint Compound	White	Good	Non-Friable	Drywall with Joint Compound throughout Standalone Building 1	1,600 Sq. Ft.	None Detected
2.	Standalone Building 1 – South Wall	Drywall with Joint Compound	White	Good	Non-Friable	See Above	Included Above	None Detected
3.	Standalone Building 1 – Corner bead	Drywall with Joint Compound	White	Good	Non-Friable	See Above	Included Above	None Detected
4.	Standalone Building 1 – North Wall	Base Cove with Mastic	Black	Good	Non-Friable	Base cove with Mastic throughout Standalone Building 1	150 LFT	None Detected
5.	Standalone Building 1 – South Wall	Base Cove with Mastic	Black	Good	Non-Friable	See Above	Included Above	None Detected
6.	Standalone Building 1 – East Wall	Base Cove with Mastic	Black	Good	Non-Friable	See Above	Included Above	None Detected
7.	Standalone Building 1 – South	Floor Tile with Adhesive	Gray	Good	Non-Friable	Floor Tile with Adhesive throughout Standalone Building	600 Sq. Ft.	None Detected
8.	Standalone Building 1 – North	Floor Tile with Adhesive	Gray	Good	Non-Friable	See Above	Included Above	None Detected
9.	Standalone Building 1 – East	Floor Tile with Adhesive	Gray	Good	Non-Friable	See Above	Included Above	None Detected
10.	Standalone Building 1 – Restroom Entry	Floor Tile with Adhesive	Black	Good	Non-Friable	Floor Tile with Adhesive throughout Standalone Building 1	3 LFT	None Detected

ASBESTOS BULK SAMPLE LOG

Magic Johnson Park – Make Ready and Parking Project

BAINBRIDGE
Environmental Consultants

Sample No.	Sample Location	Sample Description	Color	Material Condition	Friable Non-Friable	Material Location	Approx. Quantity	Laboratory Results
11.	Standalone Building 1 – Restroom Entry	Floor Tile with Adhesive	Black	Good	Non-Friable	See Above	Included Above	None Detected
12.	Standalone Building 1 – Restroom Entry	Floor Tile with Adhesive	Black	Good	Non-Friable	See Above	Included Above	None Detected
13.	Standalone Building 1 – Exterior South	Vapor Barrier	Brown	Good	Friable	Vapor Barrier throughout Exterior of Standalone Building 1	1,000 Sq. Ft.	None Detected
14.	Standalone Building 1 – Exterior South	Vapor Barrier	Brown	Good	Friable	See Above	Included Above	None Detected
15.	Standalone Building 1 – Exterior South	Vapor Barrier	Brown	Good	Friable	See Above	Included Above	None Detected
16.	Standalone Building 1 – East	Roof Shingle	Brown	Good	Non-Friable	Roof Shingles through-out Rooftop of Standalone Building	900 Sq. Ft.	None Detected
17.	Standalone Building 1 – Center	Roof Shingle	Brown	Good	Non-Friable	See Above	Included Above	None Detected
18.	Standalone Building 1 – West	Roof Shingle	Brown	Good	Non-Friable	See Above	Included Above	None Detected
19.	Standalone Building 1 – South	Pipe Mastic	Yellow	Good	Non-Friable	Pipe Mastic throughout Rooftop of Standalone Building	10 Sq. Ft.	None Detected
20.	Standalone Building 1 – South	Pipe Mastic	Yellow	Good	Non-Friable	See Above	Included Above	None Detected
21.	Standalone Building 1 – North	Pipe Mastic	Yellow	Good	Non-Friable	See Above	Included Above	None Detected
22.	Standalone Building 2 – Southeast	Brick and Mortar	Beige	Good	Non-Friable	Brick and Mortar throughout Standalone Building 2	900 Sq. Ft.	None Detected

ASBESTOS BULK SAMPLE LOG

Magic Johnson Park – Make Ready and Parking Project

BAINBRIDGE
Environmental Consultants

Sample No.	Sample Location	Sample Description	Color	Material Condition	Friable Non-Friable	Material Location	Approx. Quantity	Laboratory Results
23.	Standalone Building 2 – Southwest	Brick and Mortar	Beige	Good	Non-Friable	See Above	Included Above	None Detected
24.	Standalone Building 2 – Northwest	Brick and Mortar	Beige	Good	Non-Friable	See Above	Included Above	None Detected
25.	**Standalone Building 2 – West**	**Pipe Mastic**	**Yellow**	**Good**	**Non-Friable**	**Pipe Mastic throughout Standalone Building 2**	**10 Sq. Ft.**	**2% Chrysotile**
26.	**Standalone Building 2 – West**	**Pipe Mastic**	**Yellow**	**Good**	**Non-Friable**	**See Above**	**Included Above**	**2% Chrysotile**
27.	**Standalone Building 2 – West**	**Pipe Mastic**	**Yellow**	**Good**	**Non-Friable**	**See Above**	**Included Above**	**2% Chrysotile**
28.	Standalone Building 2 – West	Asphalt Flooring	Black	Good	Non-Friable	Asphalt Flooring throughout exterior	16,000 Sq. Ft.	None Detected
29.	Standalone Building 2 – South	Asphalt Flooring	Black	Good	Non-Friable	See Above	Included Above	None Detected
30.	Standalone Building 2 – East	Asphalt Flooring	Black	Good	Non-Friable	See Above	Included Above	None Detected

Survey Notes:

- One of the rooms within Stand Alone Building 1 was inaccessible for testing at the time of the inspection (See Appendix D. Sample Location Drawings for Reference).
- No signs of PCB and/or Mercury containing materials were observed during our assessment in the building areas affected by the project scope of work.

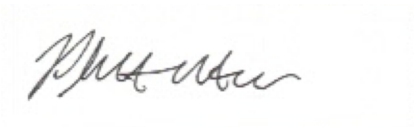
eurofins | Built Environment Testing

Report for:

Henry Moreno, Maria Power
Bainbridge Environmental Consultants
1322 Bell Ave #1N
Tustin, CA 92780

Regarding: Eurofins Built Environment Testing West, LLC
Project: Magic Johnson Park - ACM Survey; 12416 Avalon Blvd, Los Angeles, CA
EML ID: 4549208

Approved by:



Approved Signatory
Philip Newton

Dates of Analysis:
Asbestos PLM: 05-27-2026

Service SOPs: Asbestos PLM (EPA 40CFR App E to Sub E of Part 763 & EPA 600/R-93-116, EBET-PLM-SOP83921)
NVLAP Lab Code 200757-0

All samples were received in acceptable condition unless noted in the Report Comments portion in the body of the report. The results relate only to the samples as received and tested. The results include an inherent uncertainty of measurement associated with estimating percentages by polarized light microscopy. Measurement uncertainty data for sample results with >1% asbestos concentration can be provided when requested.

Eurofins Built Environment Testing West, LLC ("the Company"), a member of the Eurofins Built Environment Testing group of companies, shall have no liability to the client or the client's customer with respect to decisions or recommendations made, actions taken or courses of conduct implemented by either the client or the client's customer as a result of or based upon the Test Results. In no event shall the Company be liable to the client with respect to the Test Results except for the Company's own willful misconduct or gross negligence nor shall the Company be liable for incidental or consequential damages or lost profits or revenues to the fullest extent such liability may be disclaimed by law, even if the Company has been advised of the possibility of such damages, lost profits or lost revenues. In no event shall the Company's liability with respect to the Test Results exceed the amount paid to the Company by the client therefor.

Eurofins Built Environment Testing West, LLC
2841 Dow Avenue, Suite 300, Tustin, CA 92780
(833) 465-5857 www.eurofinsus.com/Built

Client: Bainbridge Environmental Consultants
C/O: Henry Moreno, Maria Power
Re: Magic Johnson Park - ACM Survey; 12416 Avalon Blvd, Los Angeles, CA

Date of Sampling: 05-22-2026
Date of Receipt: 05-22-2026
Date of Report: 05-27-2026

ASBESTOS PLM REPORT

Total Samples Submitted:	30
Total Samples Analyzed:	30
Total Samples with Layer Asbestos Content > 1%:	3

Location: 1, Stand Alone Building 1-East Wall, Drywall with Joint Compound Lab ID-Version‡: 22913763-1

Sample Layers	Asbestos Content
White Joint Compound	ND
White Drywall	ND
Sample Composite Homogeneity:	Good

Location: 2, Stand Alone Building 1-South Wall, Drywall with Joint Compound Lab ID-Version‡: 22913764-1

Sample Layers	Asbestos Content
White Joint Compound	ND
White Drywall	ND
Sample Composite Homogeneity:	Good

Location: 3, Stand Alone Building 1-Corner Bead, Drywall with Joint Compound Lab ID-Version‡: 22913765-1

Sample Layers	Asbestos Content
White Joint Compound	ND
White Drywall	ND
Sample Composite Homogeneity:	Good

Location: 4, Stand Alone Building 1 North Wall, Base Cove with Mastic Lab ID-Version‡: 22913766-1

Sample Layers	Asbestos Content
Black Cove Base	ND
Cream Mastic	ND
Sample Composite Homogeneity:	Good

The test report shall not be reproduced except in full, without written approval of the laboratory. The report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the federal government. The Company reserves the right to dispose of all samples after a period of thirty (30) days, according to all state and federal guidelines, unless otherwise specified.

All components not quantified as asbestos content and non-asbestos content are considered to be non-fibrous matrix components. Matrix components may include, but are not limited to, gypsum, paint, silicate minerals, vinyl, binder, calcium carbonate, tar, and foam.

Inhomogeneous samples are separated into homogeneous subsamples and analyzed individually. ND means no fibers were detected. When detected, the minimum detection and reporting limit is less than 1% unless point counting is performed. Floor tile samples may contain large amounts of interference material and it is recommended that the sample be analyzed by gravimetric point count analysis to lower the detection limit and to aid in asbestos identification.
‡ A "Version" indicated by -"x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".

Eurofins Built Environment Testing West, LLC
2841 Dow Avenue, Suite 300, Tustin, CA 92780
(833) 465-5857 www.eurofinsus.com/Built

Client: Bainbridge Environmental Consultants
C/O: Henry Moreno, Maria Power
Re: Magic Johnson Park - ACM Survey; 12416 Avalon Blvd, Los Angeles, CA

Date of Sampling: 05-22-2026
Date of Receipt: 05-22-2026
Date of Report: 05-27-2026

ASBESTOS PLM REPORT

Location: 5, Stand Alone Building 1-South Wall, Base Cove with Mastic Lab ID-Version‡: 22913767-1

Sample Layers	Asbestos Content
Black Cove Base	ND
Cream Mastic	ND
Sample Composite Homogeneity:	Good

Location: 6, Stand Alone Building 1-East Wall, Base Cove with Mastic Lab ID-Version‡: 22913768-1

Sample Layers	Asbestos Content
Black Cove Base	ND
Cream Mastic	ND
Sample Composite Homogeneity:	Good

Location: 7, Stand Alone Building 1-South, Floor Tile with Adhesive Lab ID-Version‡: 22913769-1

Sample Layers	Asbestos Content
Gray Floor Tile	ND
Yellow Adhesive	ND
Sample Composite Homogeneity:	Moderate

Location: 8, Stand Alone Building 1 North, Floor Tile with Adhesive Lab ID-Version‡: 22913770-1

Sample Layers	Asbestos Content
Gray Floor Tile	ND
Yellow Adhesive	ND
Sample Composite Homogeneity:	Moderate

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All components not quantified as asbestos content and non-asbestos content are considered to be non-fibrous matrix components. Matrix components may include, but are not limited to, gypsum, paint, silicate minerals, vinyl, binder, calcium carbonate, tar, and foam.

Inhomogeneous samples are separated into homogeneous subsamples and analyzed individually. ND means no fibers were detected. When detected, the minimum detection and reporting limit is less than 1% unless point counting is performed. Floor tile samples may contain large amounts of interference material and it is recommended that the sample be analyzed by gravimetric point count analysis to lower the detection limit and to aid in asbestos identification.
‡ A "Version" indicated by -"x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".

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Client: Bainbridge Environmental Consultants
C/O: Henry Moreno, Maria Power
Re: Magic Johnson Park - ACM Survey; 12416 Avalon Blvd, Los Angeles, CA

Date of Sampling: 05-22-2026
Date of Receipt: 05-22-2026
Date of Report: 05-27-2026

ASBESTOS PLM REPORT

Location: 9, Stand Alone Building 1 East, Floor Tile with Adhesive Lab ID-Version‡: 22913771-1

Sample Layers	Asbestos Content
Gray Floor Tile	ND
Yellow Adhesive	ND
Sample Composite Homogeneity:	Moderate

Location: 10, Stand Alone Building 1-Resstroom Entry, Floor Tile with Adhesive Lab ID-Version‡: 22913772-1

Sample Layers	Asbestos Content
Black Floor Tile	ND
Yellow Adhesive	ND
Sample Composite Homogeneity:	Good

Location: 11, Stand Alone Building 1-Restroom Entry, Floor Tile with Adhesive Lab ID-Version‡: 22913773-1

Sample Layers	Asbestos Content
Black Floor Tile	ND
Yellow Adhesive	ND
Sample Composite Homogeneity:	Good

Location: 12, Stand Alone Building 1-Restroom Entry, Floor Tile with Adhesive Lab ID-Version‡: 22913774-1

Sample Layers	Asbestos Content
Black Floor Tile	ND
Yellow Adhesive	ND
Sample Composite Homogeneity:	Good

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All components not quantified as asbestos content and non-asbestos content are considered to be non-fibrous matrix components. Matrix components may include, but are not limited to, gypsum, paint, silicate minerals, vinyl, binder, calcium carbonate, tar, and foam.

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‡ A "Version" indicated by -"x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".

Eurofins Built Environment Testing West, LLC
2841 Dow Avenue, Suite 300, Tustin, CA 92780
(833) 465-5857 www.eurofinsus.com/Built

Client: Bainbridge Environmental Consultants
C/O: Henry Moreno, Maria Power
Re: Magic Johnson Park - ACM Survey; 12416 Avalon Blvd, Los Angeles, CA

Date of Sampling: 05-22-2026
Date of Receipt: 05-22-2026
Date of Report: 05-27-2026

ASBESTOS PLM REPORT

Location: 13, Stand Alone Building 1-Exterior South, Vapor Barrier Lab ID-Version‡: 22913775-1

Sample Layers	Asbestos Content
Brown Vapor Barrier	ND
Composite Non-Asbestos Content:	55% Cellulose
Sample Composite Homogeneity:	Good

Location: 14, Stand Alone Building 1-Exterior South, Vapor Barrier Lab ID-Version‡: 22913776-1

Sample Layers	Asbestos Content
Brown Vapor Barrier	ND
Composite Non-Asbestos Content:	55% Cellulose
Sample Composite Homogeneity:	Good

Location: 15, Stand Alone Building 1-Exterior South, Vapor Barrier Lab ID-Version‡: 22913777-1

Sample Layers	Asbestos Content
Brown Vapor Barrier	ND
Composite Non-Asbestos Content:	55% Cellulose
Sample Composite Homogeneity:	Good

Location: 16, Stand Alone Building 1-East, Roof Shingle Lab ID-Version‡: 22913778-1

Sample Layers	Asbestos Content
Brown Roofing Shingle	ND
Brown Roofing Felt	ND
Composite Non-Asbestos Content:	15% Cellulose 15% Glass Fibers
Sample Composite Homogeneity:	Moderate

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Date of Receipt: 05-22-2026
Date of Report: 05-27-2026

ASBESTOS PLM REPORT

Location: 17, Stand Alone Building 1-Center, Roof Shingle Lab ID-Version‡: 22913779-1

Sample Layers	Asbestos Content
Brown Roofing Shingle	ND
Brown Roofing Felt	ND
Composite Non-Asbestos Content:	15% Cellulose 15% Glass Fibers
Sample Composite Homogeneity:	Moderate

Location: 18, Stand Alone Building 1-West, Roof Shingle Lab ID-Version‡: 22913780-1

Sample Layers	Asbestos Content
Brown Roofing Shingle	ND
Brown Roofing Felt	ND
Composite Non-Asbestos Content:	15% Cellulose 15% Glass Fibers
Sample Composite Homogeneity:	Moderate

Location: 19, Stand Alone Building 1-South, Pipe Mastic Lab ID-Version‡: 22913781-1

Sample Layers	Asbestos Content
Yellow Mastic	ND
Sample Composite Homogeneity:	Good

Location: 20, Stand Alone Building 1-South, Pipe Mastic Lab ID-Version‡: 22913782-1

Sample Layers	Asbestos Content
Yellow Mastic	ND
Sample Composite Homogeneity:	Good

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Client: Bainbridge Environmental Consultants
C/O: Henry Moreno, Maria Power
Re: Magic Johnson Park - ACM Survey; 12416 Avalon Blvd, Los Angeles, CA

Date of Sampling: 05-22-2026
Date of Receipt: 05-22-2026
Date of Report: 05-27-2026

ASBESTOS PLM REPORT

Location: 21, Stand Alone Building 1-North, Pipe Mastic Lab ID-Version‡: 22913783-1

Sample Layers	Asbestos Content
Yellow Mastic	ND
Sample Composite Homogeneity:	Good

Location: 22, Stand Alone Building 2-Southeast, Brick and Mortar Lab ID-Version‡: 22913784-1

Sample Layers	Asbestos Content
Beige Brick	ND
Gray Mortar	ND
Sample Composite Homogeneity:	Moderate

Location: 23, Stand Alone Building 2-Southwest, Brick and Mortar Lab ID-Version‡: 22913785-1

Sample Layers	Asbestos Content
Beige Brick	ND
Gray Mortar	ND
Sample Composite Homogeneity:	Moderate

Location: 24, Stand Alone Building 2-Northwest, Brick and Mortar Lab ID-Version‡: 22913786-1

Sample Layers	Asbestos Content
Beige Brick	ND
Gray Mortar	ND
Sample Composite Homogeneity:	Moderate

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C/O: Henry Moreno, Maria Power
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Date of Sampling: 05-22-2026
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Date of Report: 05-27-2026

ASBESTOS PLM REPORT

Location: 25, Stand Alone Building 2-West, Pipe Mastic Lab ID-Version‡: 22913787-1

Sample Layers	Asbestos Content
Black Mastic	2% Chrysotile
Sample Composite Homogeneity:	Good

Location: 26, Stand Alone Building 2-West, Pipe Mastic Lab ID-Version‡: 22913788-1

Sample Layers	Asbestos Content
Black Mastic	2% Chrysotile
Sample Composite Homogeneity:	Good

Location: 27, Stand Alone Building 2-West, Pipe Mastic Lab ID-Version‡: 22913789-1

Sample Layers	Asbestos Content
Black Mastic	2% Chrysotile
Sample Composite Homogeneity:	Good

Location: 28, Stand Alone Building 2-West, Asphalt Flooring Lab ID-Version‡: 22913790-1

Sample Layers	Asbestos Content
Black Asphalt	ND
Sample Composite Homogeneity:	Good

Location: 29, Stand Alone Building 2-South, Asphalt Flooring Lab ID-Version‡: 22913791-1

Sample Layers	Asbestos Content
Black Asphalt	ND
Sample Composite Homogeneity:	Good

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Client: Bainbridge Environmental Consultants
C/O: Henry Moreno, Maria Power
Re: Magic Johnson Park - ACM Survey; 12416 Avalon Blvd, Los Angeles, CA

Date of Sampling: 05-22-2026
Date of Receipt: 05-22-2026
Date of Report: 05-27-2026

ASBESTOS PLM REPORT

Location: 30, Stand Alone Building 2-East, Asphalt Flooring

Lab ID-Version‡: 22913792-1

Sample Layers	Asbestos Content
Black Asphalt	ND
Sample Composite Homogeneity:	Good

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C/O: Henry Moreno, Maria Power
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Date of Sampling: 05-22-2026
Date of Receipt: 05-22-2026
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ASBESTOS PLM REPORT

PROJECT ANALYST AND SIGNATORY REPORT

Project Analyst



Analyst: Kit Vu

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ASBESTOS BULK SAMPLE LOG
CHAIN OF CUSTODY

004549208

Analysis Type: PLM-Bulk EPA 600/R-93/116	**Phone Number:** (714) 247-0024 **Fax Number:** (714) 247-0025
Turn Around Time: 5 Day Turn Around Time	**Report To (Name):** Gage Thompson, Cell: (315) 408-1504 **Email Address:** gthompson@bainbridge-env.com
Comments: For any results that come back as <1% asbestos, Please perform 1000PT Count Analysis on a 5-Day TAT, please contact Gage Thompson to confirm prior to point count analysis, thank you.	**Results:** gthompson@bainbridge-env.com; bbasnight@bainbridge-env.com; mepower@bainbridge-env.com; hmoreno@bainbridge-env.com

Client Name: LA County	**Bainbridge Project Number:**
Project Name: Magic Johnson Park – ACM Survey	**Inspector/Sampler: Marco Silva, CSST**
Project Address: 12416 Avalon Blvd, Los Angeles, CA 90061	**Date(s) Sampled: 052226**

Samples Relinquished By:	**Print Name: Marco Silva**	**Signature:** Marco Silva	**Date: 052226**	**Time: 1500**
Samples Received By:	**Print Name:** ARMANDO BATS	**Signature:**	**Date:** 52226	**Time:** 1335
Samples Relinquished By:	**Print Name:**	**Signature:**	**Date:**	**Time:**
Samples Received By:	**Print Name:**	**Signature:**	**Date:**	**Time:**

Sample Numbers: 1 to 30

Total Number of Samples Submitted: 30

Sample No.	Sample Location	Sample Description	Color	Material Condition	Friable Non-Friable	Material Location	Approx. Quantity	Laboratory Results
1	Stand Alone Building 1 – East Wall	Drywall with Joint Compound	White	Good	Non-Friable	Drywall with Joint Compound throughout Stand Alone Building 1	1,600 Sq. Ft.	
2	Stand Alone Building 1 – South Wall	Drywall with Joint Compound	White	Good	Non-Friable	See Above	Included Above	

1322 Bell Avenue, Suite 1N
Tustin, CA 92780

Tel (714) 247-0024
Fax (714) 247-0025

ASBESTOS BULK SAMPLE LOG
(CHAIN OF CUSTODY)

004549208

BAINBRIDGE
Environmental Consultants

Sample No.	Sample Location	Sample Description	Color	Material Condition	Friable Non-Friable	Material Location	Approx. Quantity	Laboratory Results
3	Stand Alone Building 1 – Corner bead	Drywall with Joint Compound	White	Good	Non-Friable	See Above	Included Above	
4	Stand Alone Building 1 – North Wall	Basecove with Mastic	Black	Good	Non-Friable	Basecove with Mastic throughout Stand Alone Building 1	150 LFT	
5	Stand Alone Building 1 – South Wall	Basecove with Mastic	Black	Good	Non-Friable	See Above	Included Above	
6	Stand Alone Building 1 – East Wall	Basecove with Mastic	Black	Good	Non-Friable	See Above	Included Above	
7	Stand Alone Building 1 – South	Floortile with Adhesive	Gray	Good	Non-Friable	Floortile with Mastic throughout Stand Alone Building 1	600 Sq. Ft.	
8	Stand Alone Building 1 – North	Floortile with Adhesive	Gray	Good	Non-Friable	See Above	Included Above	
9	Stand Alone Building 1 – East	Floortile with Adhesive	Gray	Good	Non-Friable	See Above	Included Above	
10	Stand Alone Building 1 – Restroom Entry	Floortile with Adhesive	Black	Good	Non-Friable	Floortile with Adhesive throughout Stand Alone Building 1	3 LFT	
11	Stand Alone Building 1 – Restroom Entry	Floortile with Adhesive	Black	Good	Non-Friable	See Above	Included Above	
12	Stand Alone Building 1 – Restroom Entry	Floortile with Adhesive	Black	Good	Non-Friable	See Above	Included Above	
13	Stand Alone Building 1 – Exterior South	Vapor Barrier	Brown	Good	Friable	Vapor Barrier throughout Exterior of Stand Alone Building 1	1,000 Sq. Ft.	
14	Stand Alone Building 1 – Exterior South	Vapor Barrier	Brown	Good	Friable	See Above	Included Above	

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Fax (714) 247-0025

ASBESTOS BULK SAMPLE LOG
(CHAIN OF CUSTODY)

004549208

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Environmental Consultants

Sample No.	Sample Location	Sample Description	Color	Material Condition	Friable Non-Friable	Material Location	Approx. Quantity	Laboratory Results
15	Stand Alone Building 1 – Exterior South	Vapor Barrier	Brown	Good	Friable	See Above	Included Above	
16	Stand Alone Building 1 – East	Roof Shingle	Brown	Good	Non-Friable	Roof Shingles throughout Rooftop of Stand Alone Building	900 Sq. Ft.	
17	Stand Alone Building 1 – Center	Roof Shingle	Brown	Good	Non-Friable	See Above	Included Above	
18	Stand Alone Building 1 – West	Roof Shingle	Brown	Good	Non-Friable	See Above	Included Above	
19	Stand Alone Building 1 – South	Pipe Mastic	Yellow	Good	Non-Friable	Pipe Mastic throughout Rooftop of Stand Alone Building	10 Sq. Ft.	
20	Stand Alone Building 1 – South	Pipe Mastic	Yellow	Good	Non-Friable	See Above	Included Above	
21	Stand Alone Building 1 – North	Pipe Mastic	Yellow	Good	Non-Friable	See Above	Included Above	
22	Stand Alone Building 2 – Southeast	Brick and Mortar	Beige	Good	Non-Friable	Brick and Mortar throughout Stand Alone Building 2	900 Sq. Ft.	
23	Stand Alone Building 2 – Southwest	Brick and Mortar	Beige	Good	Non-Friable	See Above	Included Above	
24	Stand Alone Building 2 – Northwest	Brick and Mortar	Beige	Good	Non-Friable	See Above	Included Above	
25	Stand Alone Building 2 – West	Pipe Mastic	Yellow	Good	Non-Friable	Pipe Mastic throughout Stand Alone Building 2	10 Sq. Ft.	
26	Stand Alone Building 2 – West	Pipe Mastic	Yellow	Good	Non-Friable	See Above	Included Above	

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ASBESTOS BULK SAMPLE LOG
(CHAIN OF CUSTODY)

BAINBRIDGE
Environmental Consultants

Sample No.	Sample Location	Sample Description	Color	Material Condition	Friable Non-Friable	Material Location	Approx. Quantity	Laboratory Results
27	Stand Alone Building 2 – West	Pipe Mastic	Yellow	Good	Non-Friable	See Above	Included Above	
28	Stand Alone Building 2 – West	Asphalt Flooring	Black	Good	Non-Friable	Asphalt Flooring throughout exterior	16,000 Sq. Ft.	
29	Stand Alone Building 2 – South	Asphalt Flooring	Black	Good	Non-Friable	See Above	Included Above	
30	Stand Alone Building 2 – East	Asphalt Flooring	Black	Good	Non-Friable	See Above	Included Above	

- End of Document -

Survey Field Notes:

We had an Inaccessible Room in Stand Alone Building 1

004549208

1322 Bell Avenue, Suite 1N
Tustin, CA 92780

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Fax (714) 247-0025

APPENDIX B

LEAD-BASED PAINT XRF FIELD DATA AND ANALYTICAL RESULTS

XRF Lead-Based Paint Sampling Log

Client: Los Angeles County Public Works
Site: Magic Johnson Park – Make Ready and Parking Project
Address: 12416 Avalon Boulevard, Los Angeles, CA 90061

Bainbridge Project #: 26050072.10
Inspector/Sampler: Marco Silva
Date Sampled: May 22, 2026

BAINBRIDGE
Environmental Consultants

XL No	Side	Building	Room	Source	Substrate	Color	Results mg/cm²	Positive Negative	Approx. Quantity
1	**N/A**	**N/A**	**Calibration**	**Calibration**	**Calibration**	**Green**	**1.0**	**Positive**	**5/22/26 Time: 0850**
2	**N/A**	**N/A**	**Calibration**	**Calibration**	**Calibration**	**Green**	**1.0**	**Positive**	**5/22/26 Time: 0851**
3	**N/A**	**N/A**	**Calibration**	**Calibration**	**Calibration**	**Green**	**1.0**	**Positive**	**5/22/26 Time: 0852**
4	A	Stand Alone Building 1	Main Room	Wall	Drywall	White	0.1	Negative	N/A
5	B	Stand Alone Building 1	Main Room	Wall	Drywall	White	0.1	Negative	N/A
6	C	Stand Alone Building 1	Main Room	Wall	Drywall	White	0.2	Negative	N/A
7	D	Stand Alone Building 1	Main Room	Wall	Drywall	White	0.1	Negative	N/A
8	D	Stand Alone Building 1	Restroom	Door Frame	Wood	Brown	0.2	Negative	N/A
9	D	Stand Alone Building 1	Restroom	Door Jamb	Wood	Brown	0.1	Negative	N/A
10	D	Stand Alone Building 1	Restroom	Door	Wood	Brown	0.0	Negative	N/A
11	A	Stand Alone Building 1	Exterior	Wall	Wood	Beige	0.1	Negative	N/A
12	B	Stand Alone Building 1	Exterior	Wall	Wood	Beige	0.0	Negative	N/A
13	C	Stand Alone Building 1	Exterior	Wall	Wood	Beige	0.1	Negative	N/A

XRF Lead-Based Paint Sampling Log

Magic Johnson Park – Make Ready and Parking Project

BAINBRIDGE
Environmental Consultants

XL No	Side	Building	Room	Source	Substrate	Color	Results mg/cm^2	Positive Negative	Approx. Quantity
13	D	Stand Alone Building 1	Exterior	Wall	Wood	Beige	0.1	Negative	N/A
14	A	Stand Alone Building 1	Exterior	Fascia Board	Wood	Brown	0.1	Negative	N/A
15	A	Stand Alone Building 1	Exterior	Flashing Cap	Metal	Brown	0.2	Negative	N/A
16	A	Stand Alone Building 1	Exterior	Wood siding	Wood	Brown	0.1	Negative	N/A
17	A	Stand Alone Building 2	Exterior	Wall	Brick	Beige	0.4	Negative	N/A
18	B	Stand Alone Building 2	Exterior	Wall	Brick	Beige	0.1	Negative	N/A
19	C	Stand Alone Building 2	Exterior	Wall	Brick	Beige	0.1	Negative	N/A
20	D	Stand Alone Building 2	Exterior	Wall	Brick	Beige	0.1	Negative	N/A
21	A	Stand Alone Building 2	Exterior	Fascia Board	Wood	Red	0.1	Negative	N/A
22	A	Stand Alone Building 2	Exterior	Flashing Cap	Metal	Brown	0.2	Negative	N/A
23	A	Stand Alone Building 2	Roof	Panel	Metal	Brown	0.3	Negative	N/A
24	A	Stand Alone Building 2	Main Room	Door	Metal	Beige	0.1	Negative	N/A
25	A	Stand Alone Building 2	Main Room	Door Frame	Metal	Beige	0.5	Negative	N/A
26	A	Stand Alone Building 2	Main Room	Door Jamb	Metal	Beige	0.6	Negative	N/A
27	B	Perimeter Wall	Exterior	Wall (Graffiti)	Brick	Blue	0.3	Negative	N/A
28	C	Perimeter Wall	Exterior	Wall (Graffiti)	Brick	Purple	0.1	Negative	N/A

XRF Lead-Based Paint Sampling Log

Magic Johnson Park – Make Ready and Parking Project

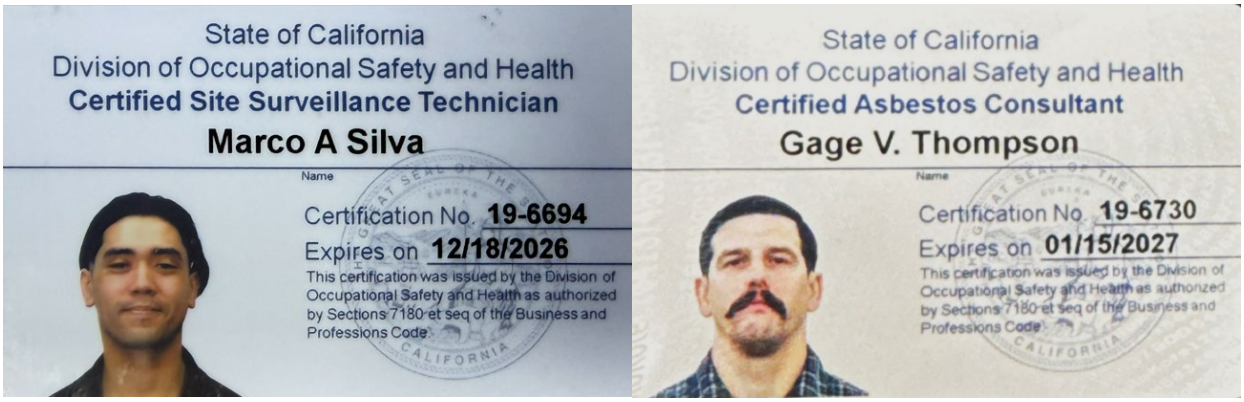
BAINBRIDGE
Environmental Consultants

XL No	Side	Building	Room	Source	Substrate	Color	Results mg/cm²	Positive Negative	Approx. Quantity
29	C	Perimeter Wall	Exterior	Wall (Graffiti)	Brick	Gray	0.0	Negative	N/A
30	A	Perimeter Wall	Exterior	Wall (Graffiti)	Brick	Black	0.0	Negative	N/A
31	B	Perimeter Wall	Exterior	Wall (Graffiti)	Brick	Yellow	0.4	Negative	N/A
32	D	Perimeter Wall	Exterior	Wall (Graffiti)	Brick	Red	0.3	Negative	N/A
33	D	Perimeter Wall	Exterior	Wall (Graffiti)	Brick	Green	0.4	Negative	N/A
34	**N/A**	**N/A**	**Calibration**	**Calibration**	**Calibration**	**Green**	**1.0**	**Positive**	**5/22/26 Time: 0930**
35	**N/A**	**N/A**	**Calibration**	**Calibration**	**Calibration**	**Green**	**1.0**	**Positive**	**5/22/26 Time: 0931**
36	**N/A**	**N/A**	**Calibration**	**Calibration**	**Calibration**	**Green**	**1.0**	**Positive**	**5/22/26 Time: 0932**

-End of Document-

APPENDIX C

ASBESTOS AND LEAD-BASED PAINT INSPECTOR'S STATE CERTIFICATIONS



State of California
Division of Occupational Safety and Health
Certified Site Surveillance Technician
Marco A Silva
Name
Certification No. **19-6694**
Expires on **12/18/2026**
This certification was issued by the Division of Occupational Safety and Health as authorized by Sections 7180 et seq of the Business and Professions Code.

State of California
Division of Occupational Safety and Health
Certified Asbestos Consultant
Gage V. Thompson
Name
Certification No. **19-6730**
Expires on **01/15/2027**
This certification was issued by the Division of Occupational Safety and Health as authorized by Sections 7180 et seq of the Business and Professions Code.

California Department of PublicHealth

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC HEALTH

LEAD-RELATED CONSTRUCTION CERTIFICATE

INDIVIDUAL:	CERTIFICATE TYPE:	NUMBER:	EXPIRATION DATE:
	Lead Sampling Technician	LRC-00006351	8/26/2026

Marco Silva

Disclaimer: This document alone should not be relied upon to confirm certification status. Compare the individual's photo and name to another valid form of government issued photo identification. Verify the individual's certification status by searching for Lead-Related Construction Professionals at www.cdph.ca.gov/programs/clppb or calling (800) 597-LEAD

CDPH California Department of Public Health

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC HEALTH

LEAD-RELATED CONSTRUCTION CERTIFICATE

INDIVIDUAL:	CERTIFICATE TYPE:	NUMBER:	EXPIRATION DATE:
	Lead Project Monitor	LRC-00011294	11/13/2026
	Lead Inspector/Assessor	LRC-00002718	11/13/2026

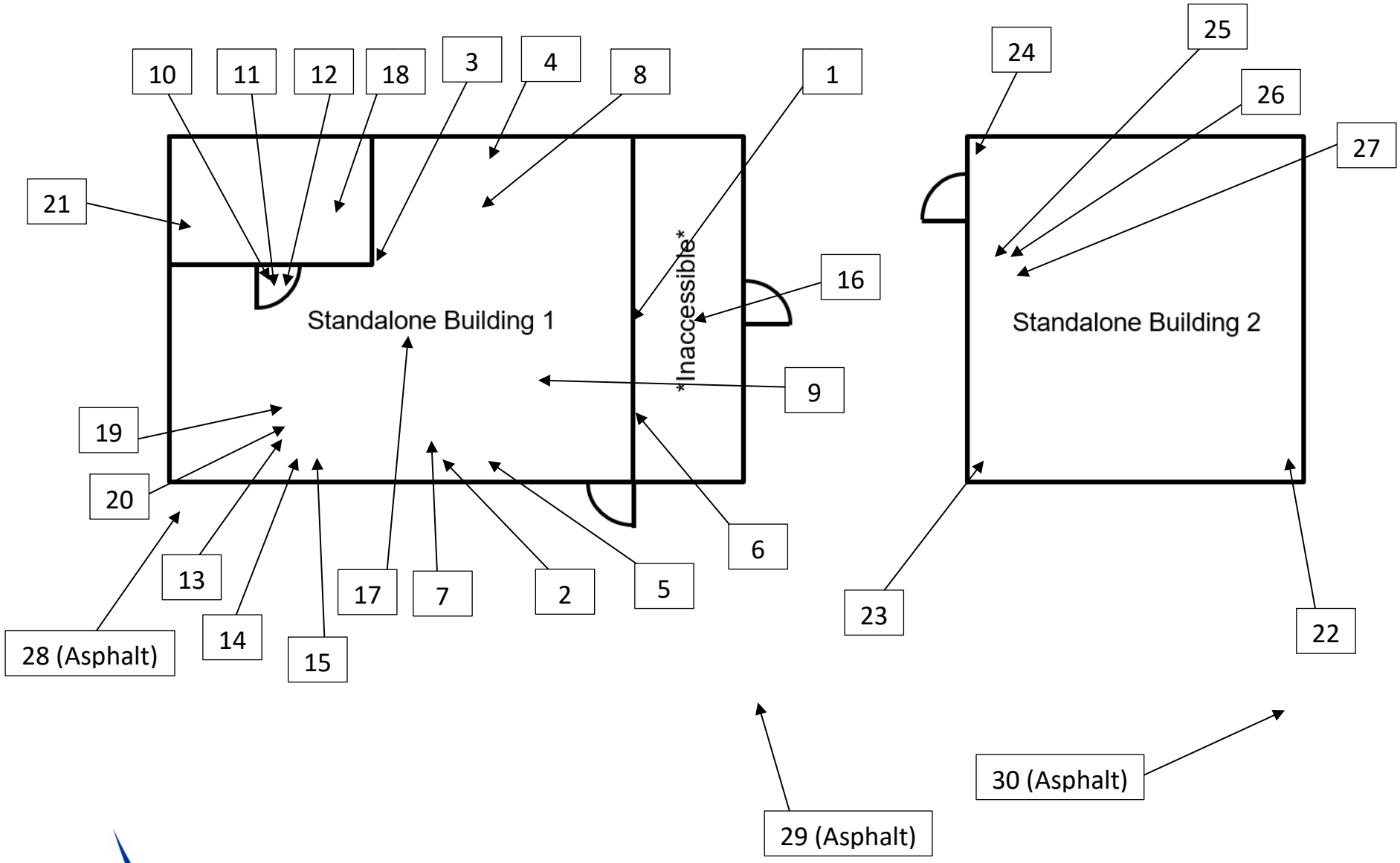
Gage Thompson

Disclaimer: This document alone should not be relied upon to confirm certification status. Compare the individual's photo and name to another valid form of government issued photo identification. Verify the individual's certification status by searching for Lead-Related Construction Professionals at www.cdph.ca.gov/programs/clppb or calling (800) 597-LEAD

APPENDIX D

ASBESTOS AND LEAD-BASED PAINT XRF SAMPLE LOCATION DRAWINGS

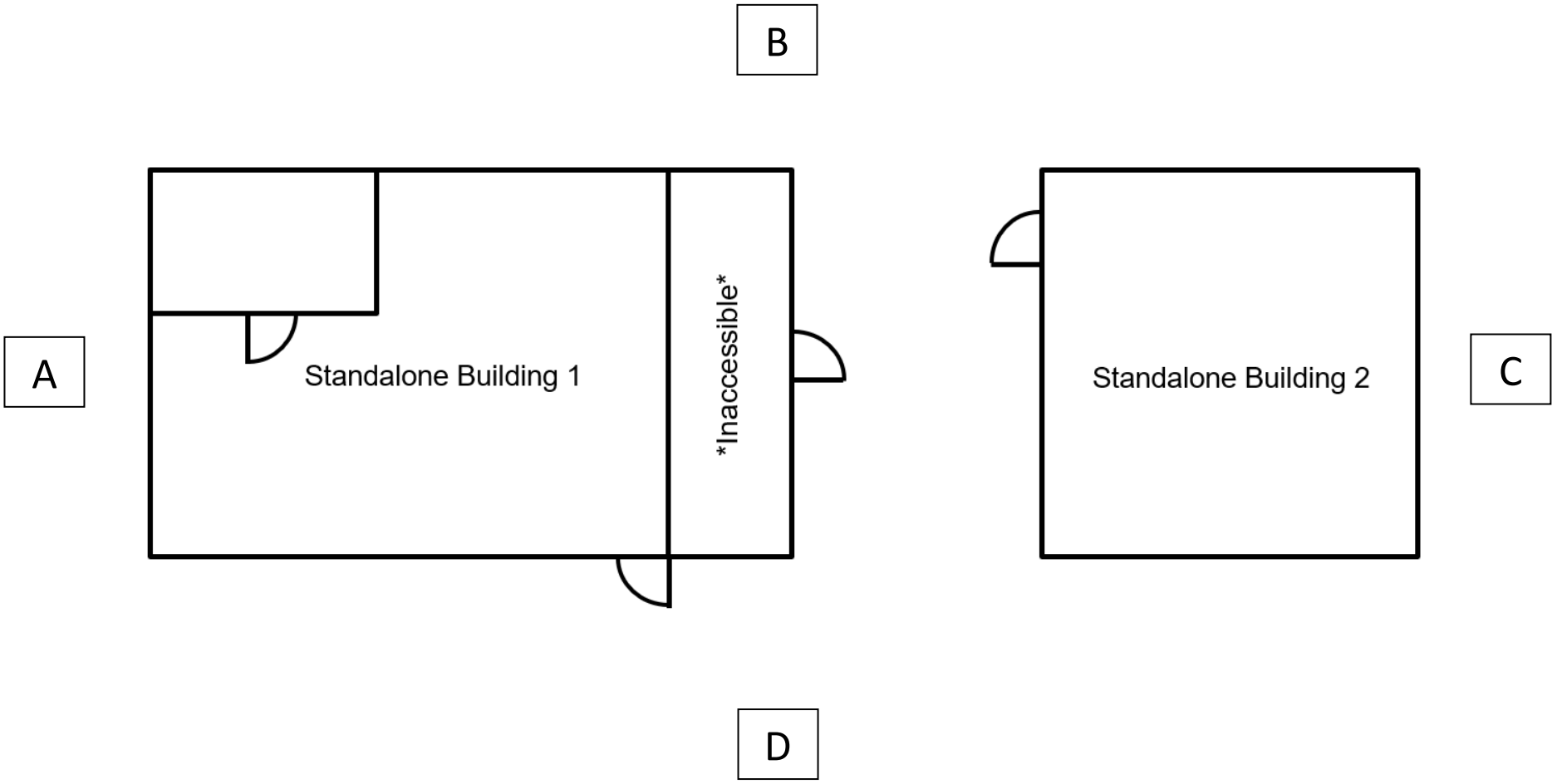
Los Angeles County of Public Works
Magic Johnson Park – Make Ready and Parking Project
Asbestos Bulk Sample Location Drawing



BAINBRIDGE
Environmental Consultants

1322 Bell Avenue, Suite 1N, Tustin, California 92780 ◆ (714) 247-0024

Los Angeles County of Public Works
Magic Johnson Park – Make Ready and Parking Project
Lead Based Paint-XRF Sample Location Drawing (For Reference Only)



BAINBRIDGE
Environmental Consultants

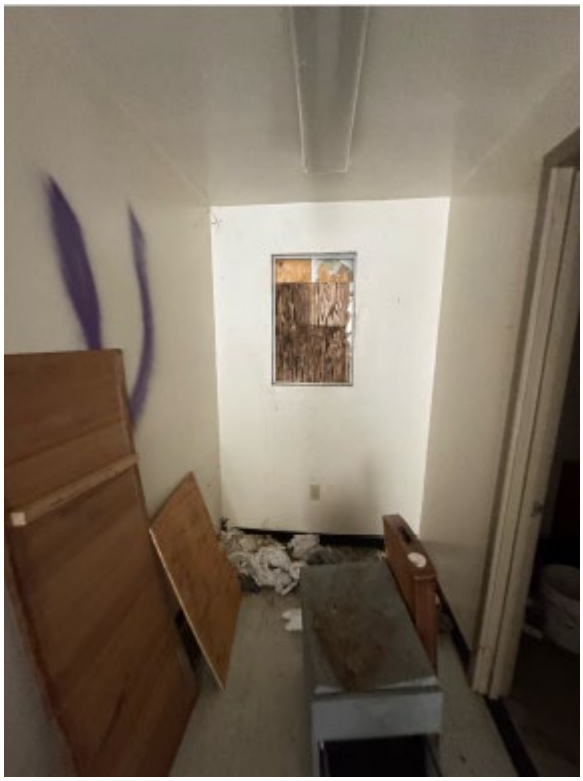
1322 Bell Avenue, Suite 1N, Tustin, California 92780 ◆ (714) 247-0024

APPENDIX E

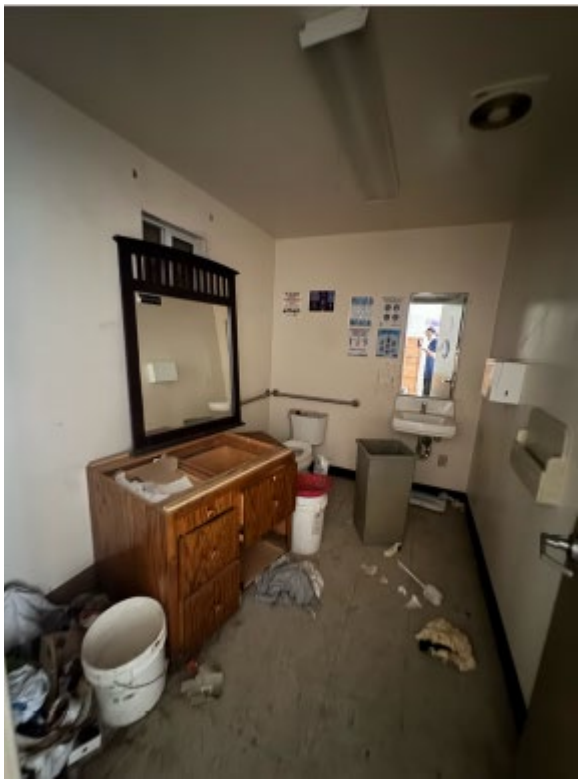
SURVEY PHOTOGRAPHS

Los Angeles County Public Works
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Survey Photographs









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Survey Photographs



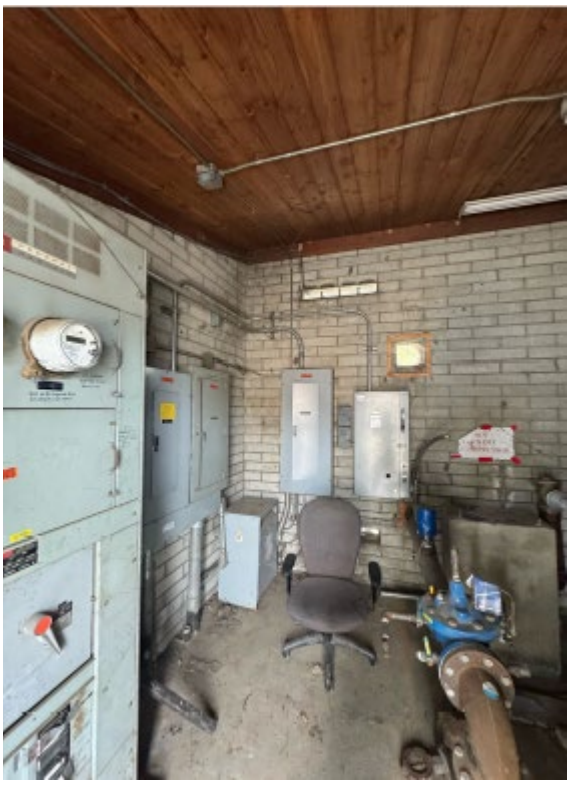






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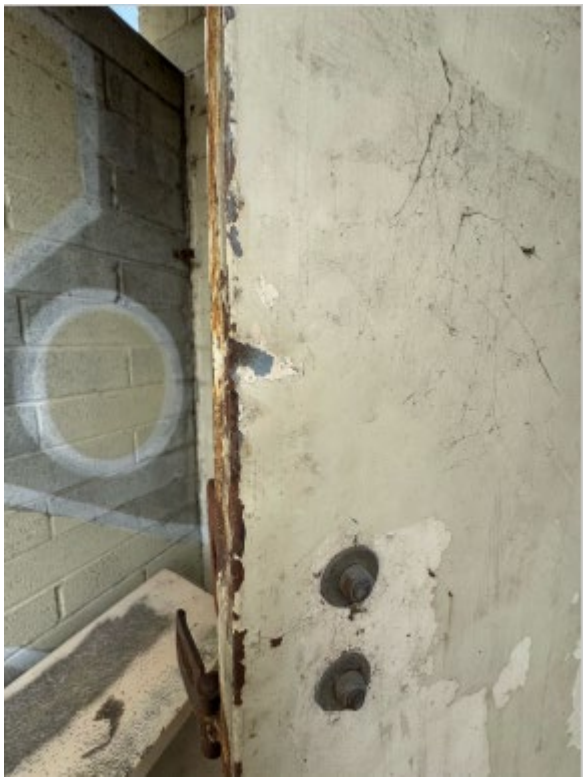








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