

PROJECT MANUAL

Job Order Contracts

JOC 2401CP THROUGH 2423JS

DECEMBER 2023

**COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
BUSINESS RELATIONS AND CONTRACTS DIVISION
900 SOUTH FREMONT AVENUE
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NOTICE INVITING BIDS
JOCs 2401CP TO JOC 2423JS

Contract Amount \$5,700,000 Each

NOTICE INVITING BIDS

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 23 separate Job Order Contracts 2401CP to 2406CP, 2407GG to 2421GG, and 2422JS to 2423JS.:

<u>SD</u>	<u>SPECS</u>	<u>PROJECT</u>	<u>DATE OF BID OPENING</u>
All	JOC Specs.	JOCs 2401CP to 2423JS each	January 30, 2024, at 2:00 p.m.

Copies of the solicitation documents may be downloaded free of charge from the Los Angeles County Public Works website <https://dpw.lacounty.gov/contracts/Opportunities.aspx>. For bid information, please contact Ms. Ivonne Pena, Business Relations and Contracts Division, at (626) 458-2585.

Bids are due on January 30, 2024, at 9:00 a.m. Bids will be accepted electronically through BidExpress. Refer to the instructions in the Bid Documents. Please note each file upload in Bid Express is limited to 10 MB per file up to 50 files total (500 MB). Proposers shall plan ahead and allow sufficient time to account for the file size limitation before the proposal submission deadline to complete the uploading of proposal files. Dependent on bidders' software speed, allow enough time to accommodate any delays in the transmission of the files. It is recommended to confirm receipt. Bids received past the deadline will not be accepted.

The bids will be opened through a webcast on January 30, 2024, at 2 p.m. Bidders may participate in the public bid opening by visiting the Los Angeles County Public Works Business Opportunities website, selecting the project, and clicking on the online bid opening webcast.

The general contractor and all of its subcontractors of any tier shall be required to pay prevailing wages to all workers employed in the execution of the project in accordance with Labor Code Section 1770. Copies of the prevailing rate per diem wages are on file at Los Angeles County Public Works, which shall be made available to any interested party upon request.

MANDATORY PREBID CONFERENCE

Public Works will hold a single mandatory prebid conference meeting for any and all of the listed JOCs on January 16, 2024, at 2 p.m., via online webcast. Please refer to the Instructions to Bidders for the link. This meeting will provide information on the JOC, bidding process, and answer any questions that potential bidders may have. A company that submitted a bid and that did not have a representative of the company attend the mandatory prebid conference meeting may be rejected as nonresponsive, and the representative who attends the mandatory prebid conference meeting for the company must be a principal of the company or a person authorized to make decisions for the company.

OTHER INSTRUCTIONS

The County supports and encourages equal opportunity contracting. The contractor shall make good faith efforts as defined in Section 2000 of the Public Contract Code relating to contracting with Community Business Enterprises.



The Board of Supervisors reserves the right to reject any or all bids or to waive technical or inconsequential errors and discrepancies in bids submitted in the public's interest.

Si necesita información en español, por favor llame al Teléfono (626) 458-2549.

Individuals requiring reasonable accessibility 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 p.m., Monday through Thursday (excluding holidays). Persons who are deaf or hard of hearing may make contact by first dialing the California Relay Service at 7-1-1. Requests should be made at least 1 week in advance to ensure availability. When making a reasonable accommodation request, please reference **[BRC-2]**.

Individuos que requieran acomodamiento rasonable accessible pueden solicitar materiales escritos en formatos alternativos, acomodamiento fisico accesible, intérpretes en lenguaje de señas Americano ú otros acomodamientos rasonables comunicándose con nuestro coordinador Departamental del Acto de Americanos con Incapacidades al (626) 458- 337, de 7:30 a.m. a 5 p.m., Lunes a Jueves (excluyendo días festivos). Personas sordas o con problemas auditivos pueden comunicarse primero marcando al Servicio de Difusión de California al 7-1-1. Solicitudes pueden hacerse por lo menos una semana antes para asegurar disponibilidad. Cuándo se haga una petición razonable para acomodamiento, por favor mencione **[BRC-2]**.

By order of the Board of Supervisors of the County of Los Angeles, State of California, dated February 9, 2021.

CELIA ZAVALA, EXECUTIVE OFFICER OF THE
BOARD OF SUPERVISORS OF THE COUNTY OF
LOS ANGELES

INSTRUCTIONS TO BIDDERS

PART 1 - GENERAL

1. Job Order Contract (JOC) – Overview

Job Order Contract (JOC) is a competitively bid, firm-fixed-price indefinite-quantity contract pursuant to which the Contractor may perform an ongoing series of individual Projects at different locations throughout the County. It includes a collection of detailed repair and remodel tasks and specifications that have established unit prices. It is placed with a Contractor for the accomplishment of repair, alteration, modernization, rehabilitation, etc., of buildings, structures, or other real property. Ordering is accomplished by means of issuance of a Work Order against the contract.

The Contractor, under the JOC contract, furnishes management, labor, materials, equipment and engineering support needed to perform the work.

The JOC contract includes a Unit Price Book (UPB) containing construction tasks with preset Unit Prices (referred to as "Prepriced Tasks"). This UPB is based on the use of experienced labor and high-quality materials. The Prepriced Tasks incorporate prevailing local wage, local materials and local equipment prices, and are for the direct cost of construction. The UPB is work segment based. The UPB also incorporates local activity, climate and geographic features.

Bidders will be required to submit a set of cost adjustment factors that would be applied to the unit prices for work using the Cannon/Parkin, Inc.'s SimpleBid JOC System for six separate JOCs (2401CP to 2306CP); using The Gordian Group, Inc.'s JOC System for fifteen separate JOCs (2407GG to 2421GG) and using JAMB Services, Inc.'s for two separate JOCs (2422JS and 2423JS) with each corresponding unit price book dated February 2023.

Bidders will offer four pricing Adjustment Factors to be applied to the Prepriced Tasks in the corresponding JOC Unit Price Book. Each contract will require a combination of either Specialty Construction Projects for Normal and other than Normal working hours and General Construction Projects during Normal and other than Normal working hours **or** OSHPD Construction projects for Normal and other than Normal working Hours and General Construction Projects during Normal and other than Normal working hours. **Refer to Attachment 9 List of Contracts and Corresponding Adjustment Factors/Special Requirement Form for contracts and their corresponding required Bid Factors.**

The corresponding JOC Unit Price Book and the Contractor's bid Adjustment Factors will be incorporated in the awarded contract.

As Job Order Contract requirements are identified, the Contractor will be issued a Request for Proposal and Detailed Scope of Work and will be required to develop a Proposal for the work required. The Contractor will submit their Proposal to the County. This Proposal will be compared with an independent County estimate. If the Contractor's proposed units are found reasonable, a Work Order may be issued at the agreed upon units, which when multiplied by the Unit Price and appropriate contract Adjustment Factor will establish the firm fixed price for the Work Order.

The JOC concept also includes a provision for the establishment of unit prices for work requirements which are within the general scope of work but which were not previously included in the Unit Price Book at the time of contract award. These tasks are referred to as "Non-Pre-Priced Tasks". Once a Non- Pre-Priced (NPP) Task has been identified within a general scope of work, that NPP Task will be priced by the same organization, which determined the unit prices for the Prepriced Tasks in the Unit Price Book, using the same pricing methodology. Once the unit pricing for a NPP Task has been determined in this manner, the NPP tasks will be priced for the work, using the same two pricing Adjustment Factors as are used for Prepriced Items.

2. Mandatory Pre-Bid Conference

All Bidders are required to attend a **Mandatory** Pre-Bid Conference via Microsoft Teams Meeting Online Events (or County accepted platform), on January 16, 2024, at **2:00 p.m.** local time for the purpose of explaining the JOC concept, discussing JOC from the contractors' perspective, and reviewing contract requirements.

It is **required** that the pre-bid conference be attended by the President or Owner of each Bidder only. The Bidder must submit to the County the Articles of Incorporation or a notarized document identifying the attendee within 24 hours after the conference. In County's sole discretion, failure to comply with the requirement of this Article may be a basis to reject the bid as nonresponsive.

3. Contract Value and Performance Period

- A. The maximum, not-to-exceed contract amount for each contract is \$5,700,000.
- B. There is NO guaranteed minimum quantity or value of work to be ordered under this contract; nor is there a minimum value for individual Work Orders issued under this contract.
- C. This contract is an indefinite-quantity contract for the repair, remodeling, and refurbishment of the items specified in individual Work Orders, effective for a 12-month period or until the maximum, not-to-exceed contract amount of \$5,700,000, is incurred by the contractor, whichever occurs earlier; provided, however, that if a work order is issued by the County prior to the expiration of the 12-month contract period, the contract term shall be automatically extended solely to allow the original scope of such work order to be completed, including authorized additional work.

- D. Performance time for each Work Order issued under this Contract will be determined in accordance with Article 10 of the General Conditions.
- E. The County is entitled to and expects full contract performance from contract start date. Contractor should commence any mobilization activities as soon as practical after contract award, before work on individual Work Orders begins.

4. Copies of Bidding Documents

- A. Complete sets of the Bidding Documents may be downloaded for free from the Los Angeles County Public Works website <http://dpw.lacounty.gov/general/contracts/opportunities/>.
- 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/contracts/>. 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 Bids

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.

- 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.

Refer to Article 17, Submittal of Bids, for additional information.

5. Qualifications of Bidders

- A. The Bidder 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 "B" at time of bid.
- C. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after May 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement under Labor Code section 1771.1(a)].

6. Examination of Contract Documents

- A. Before submitting a bid, each Bidder must: a) examine the Contract Documents thoroughly; b) 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 c) 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.

7. Interpretations

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 to all parties recorded as having received the Bid Documents. Questions received less than three (3) days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Notice will be binding. Oral and other interpretations or clarifications will be without legal effect.

8. Final Contract Award by Board of Supervisors

Notwithstanding a recommendation of a department, agency, individual or other, the Board of Supervisors retains the right to exercise its judgment concerning the selection of a proposal and the terms of any resultant agreement, and to determine which proposal best serves the interests of the County. The Board is the ultimate decision-making body and makes the final determinations necessary to arrive at a decision to award, or not award, a contract.

9. Liquidated Damages

Provisions for liquidated damages are set forth in Article 56 of the General Conditions.

10. Subcontractors

- A. Contractors shall not submit a list of subcontractors with their bids. The Proposal submitted for each individual Work Order is the Contractor's offer to do work and shall contain a list of subcontractors for that particular Proposal.
- B. In accordance with Sections 4100 to 4113, inclusive of the Public Contract Code of the State of California, the successful Bidder shall list, the name and business location of each subcontractor who will perform work, labor or render service on the work in excess of one-half (1/2) of one percent (1%) of the total proposal amount of each work order proposal submitted.

11. 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.

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

12. Federal Funds (Applies to those Work Orders designated by the County as Federal Assisted)

- A. This may be a Federal assisted construction contract and Federal Labor standards, including the Davis-Bacon requirements, will be enforced. If Federal and State wage rates are applicable, then the higher of the two will prevail. A copy of the Department of Labor Wage Rate Determination applicable to this contract is included herein.
- B. Certification of compliance with Executive Order 11246, as amended, "EACH BIDDER/OFFER, CONTRACTOR, OR SUBCONTRACTOR HEREBY CERTIFIES THAT IT WILL FULLY COMPLY WITH EXECUTIVE ORDER 11246, AS AMENDED BY EXECUTIVE ORDER 11375, AND THE EQUAL OPPORTUNITY CLAUSE AND RULES AND REGULATIONS ISSUED THEREUNDER, WHICH ARE HEREBY INCORPORATED BY REFERENCE AS APPROPRIATE. THE CONTRACTOR COMMITS ITSELF TO SUCH COMPLIANCE BY SUBMITTING A PROPERLY SIGNED BID OR OFFER BY SIGNING OR OTHERWISE ACCEPTING A CONTRACTOR SUBCONTRACT."
- C. If this is a HUD Section 3 contract and bidders must address the Section 3 employment and contacting goals to be considered a Section 3 responsive bidder. The Contract will be awarded to a Section 3 responsive bidder, provided that the bid amount is reasonable. The definition of a responsive bidder shall include consideration of a bidder's responsiveness to Section 3 requirements. A Section 3 responsive bidder who qualifies as a Section 3 Business concern or one who makes a commitment to meet the employment goal for Section 3 resident(s) and/or meets the contracting goals for Section 3 business firm(s). A bidder who is nonresponsive to Section 3 requirements shall be considered a nonresponsive bidder for the purpose of evaluation bids for a Section 3 contract.

The Contract will be awarded to a Section 3 responsive bidder, provided that the bid amount is reasonable. A reasonable bid is a bid that is not more than ten percent (10%) higher than the lowest bid received from any qualified source. If a Section 3 responsive bid is not received within the ten percent (10%) zone of consideration for Contract award, the award shall be made to the bidder who submits the lowest bid.

- D. Companies or individuals that are presently debarred, suspended, proposed for debarment, or declared ineligible for award of Federally funded contracts or subcontracts are also ineligible for award of this contract, either as the prime Contractor or as a subcontractor.
- E. The following requirements apply to those Work Orders designated by the County as Federally Assisted

- Federal Equal Employment Opportunity/Affirmative Action Requirements
- Federal Labor Standards Provisions
- Compliance with Clean Air and Water Acts
- Noncollusion Affidavit To Be Executed By Bidder And Submitted With Bid
- Non-Segregated Facilities Certification
- Certification With Regard To The Performance Of Previous Contracts Or Subcontracts Subject To The Equal Opportunity Clause And The Filing Of Required Reports
- County Lobbyists Code Chapter 2.160
- Contractor List Of Proposed Subcontractors
- Certification of Understanding And Authorization
- Equal Employment Opportunity Commitment
- Sample Outreach Efforts For Contractors Seeking Section 3 Resident Employees
- Section 3 Business Certification Form
- Section 3 Economic Opportunity Plan
- Section 3 Clause

13. Community Business Enterprise Program

- A. CBEs are defined as Minority/Women/Disadvantaged/Disabled Veteran/Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning owned Business Enterprises (M/W/D/DVBE/LGBTQQ). It is the policy of the County of Los Angeles Board of Supervisors that CBEs shall have the maximum opportunity to participate in the County's procurement programs and to encourage such participation by such enterprises.
- B. The County has adopted the following objectives for all County departments, consultants and contractors to ensure that maximum opportunities are provided to CBEs to participate in County procurement programs:
 - Ensure that CBEs are provided equal access to contracts and subcontracts

- Aggressively pursue outreach efforts to locate and provide CBEs with the necessary assistance to compete in the County's contracting programs.
- Identify any barriers that negatively impact the ability of CBEs to compete for County contracts and explore ways to remove or mitigate these barriers.
- Exercise good faith efforts to achieve established goals for CBE participation.
- Report on the participation of CBEs in County contracting programs.

C. Community Business Enterprise Certification

Those firms interested in becoming certified as a CBE (M/W/D/DVBE/LGBTQQ) may contact the following office for an application:

County of Los Angeles
Department of Consumer and Business Affairs
Office of Small Business
133 North Sunol Drive, Rm 218
Los Angeles, CA 90063
(323) 881-3964

- D. The County strongly encourages participation by Community Business enterprises (CBEs) in all phases of the Job Order Contract and has the aspirational goal of 25% CBE participation in the work based on total monetary value of the contracts.
- E. The County accepts CBE certification from several different agencies. When the successful contractor uses an eligible CBE subcontractor for a portion of a project, the contractor shall suggest that the eligible subcontractor register with the county's CBE program.
- F. If a subcontractor is to be considered for inclusion in the County's CBE program, the Contractor shall submit to the County a copy of the County's certification of that subcontractor as a CBE with the proposal for each project the subcontractor is used on. The County will accept any other government agency's certification of a M/W/D/DVBE/LGBTQQ for use in the County's CBE program. If the subcontractor is certified by an agency other than the County, the Contractor shall submit a copy of that certification with the proposal for that project.

- G. During the term of a contract with the County, the Contractor shall continue to make good faith efforts to ensure that CBEs have the maximum opportunity to successfully perform in the contract. These efforts shall include, but not be limited to the following:
- Negotiate in good faith to finalize and execute subcontract agreements with CBE firms.
 - Notify the CBE in writing of any potential problems and attempt to resolve the problem prior to formally requesting County approval to substitute the CBE.
 - Alert the County's CBE Coordinators in a timely manner of any problems anticipated in attaining the CBE participation goal.
 - Pay all moneys due and owed to CBE subcontractors and suppliers in a timely manner.
 - Exert efforts that can be documented to seek out and utilize additional CBE subcontractors and suppliers to participate in the project.
 - Submit complete and accurate CBE Monthly Utilization Reports as specified by the County. The Contractor shall submit monthly progress reports to the County reflecting its CBE subcontractor participation on the CBE Monthly Utilization Report (Form MWBE-3) supplied by the County. Failure to submit this report by the 30th of the month following the reporting period can result in the imposition of administrative sanctions.
 - Include qualified CBEs on solicitation lists.
 - Assure that CBEs are solicited whenever they are potential sources.
 - Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce, the County Office of Affirmative Action Compliance and other outreach agencies.
 - Encourage subcontractors to take affirmative steps in the hiring of CBEs.

14. Form of Bid

- A. Separate Bid Forms for each JOC are attached hereto; additional copies may be downloaded by clicking link:
<https://dpw.lacounty.gov/contracts/opportunities> .

- B. A complete and separate Bid Form must be completed for each contract the Bidder chooses to bid on. Failure to provide prices for all bid items may result in a determination by the County that the Form of Bid is nonresponsive. The County will be using three different Job Order Contracting Systems to award 23 Low Bid Job Order Contracts. The JOC Systems that will be used are Cannon/ Parkin, Inc. (6 contracts), The Gordian Group, Inc. (15 contracts) and JAMB Services, Inc. (2 contracts). **The Bidder is responsible for viewing the JOC System information that coordinates with the JOC Contract when submitting their bid(s) .**
- C. The Bid Adjustment Factor of each item on the form must be stated in words and numerals; in case of a conflict, words will take precedence.
- D. 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 incorporation shall be shown below the signature.
- E. 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.
- F. All names must be typed or printed below the signature.
- G. In the Form of Bid, bidder must confirm receipt of any Notice to Bidders (if any).

15. Bid Pricing

- A. For Job Order Contracts 2401CP through 2423JS (23 JOC Contracts); bidders will offer four pricing Adjustment Factors per contract. A combination of Specialty or OSHPD Factors and General Factors will apply. Factor A will be for Specialty Construction or OSHPD projects to be performed during Normal Working Hours, Factor B for Specialty Construction or OSHPD projects to be performed during Other Than Normal Working Hours (overtime/non-standard shifts). Factor C will be for General Construction projects to be performed during Normal Working Hours, Factor D for General Construction projects to be performed during Other Than Normal Working Hours (overtime/non-standard shifts). Factor Adjustment Factors shall apply to every Task.
- B. These four pricing Adjustment Factors will be applied both to Prepriced Tasks contained in the Unit Price Book, and to Non- Pre-Priced Tasks once those items are subsequently priced, using the same pricing methodology as was used for the Pre-Priced Tasks. The bid shall be "net", (i.e., 1.0) or an adjustment "decrease from" (i.e., .95) or "increase to" (i.e., 1.2) the Unit Prices listed in the Unit Price Book.

- C. Bidders who submit separate Adjustment Factors for individual line items in the Unit Price Book will be considered nonresponsive and the bid will be rejected.
- D. The bidder's Adjustment Factors must contain allowances for overhead, profit, bond premiums, insurance, mobilization, proposal development, shop drawings and submittals, and all contingencies in connection therewith, as no additional allowance will be made later.
- E. Any change in the applicable minimum hourly rates of wages during the contract period shall not affect the unit price to be paid by the County for work performed under the contract.
- F. Job Order Contracts 2401CP through 2423JS.

FOR EACH CONTRACT, FACTOR "B" MUST BE GREATER THAN FACTOR "A". FACTOR "D" MUST BE GREATER THAN FACTOR "C". FACTOR "B" MUST BE GREATER THAN FACTOR "C" AND FACTOR "D".

Bids that do not follow these criteria will be considered nonresponsive and will be rejected.

16. Bid Security

- A. Bid Security is required of each Bidder and shall be made payable to Los Angeles County, in an amount of Five Hundred Twenty-Five Thousand Dollars (\$570,000) in the form of cash, a certified check, a cashier's check, or a bid bond issued by a California-admitted Surety. **A scanned copy of the Bid Security will be accepted.**
- B. **Original Bid Security 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.**
- C. 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.

17. Submittal of Bids

- A. Bids shall be submitted at the time and place indicated in the Invitation to Bids. A separate and complete Bid Submittal Forms package must be completed for each contract the bidder chooses to bid on.

- B. Electronic Submission of Bids

- A. Submit electronic proposals through Bid Express. Refer to the attached Bid Express set up guide. Bid Express is a secure third-party online bidding service. BidExpress charges a service fee to use their platform. Public Works recommends registering with BidExpress as soon as possible for first time users, due to the lengthy registration process. Refer to the attached Bidexpress Set-Up Guide, which states for new customers, a new registration page must be signed, notarized, and received by BidExpress Customer Support for processing before the due date of the job you wish to bid. The current file limitations for BidExpress is limited to 10 MB per file and up to 50 files can be uploaded for a total document submission of 500 MB. Proposers are required to plan ahead to account for the file size and submission process in order to meet the proposal due date.

Please allow enough time for proposals to upload. If the Proposer is not registered with Bid Express two weeks before the submission deadline, proceed with the mailing in the electronic proposal as indicated below.

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

Form of Bid
Bid Bond (\$570,000)
Request for County Program Preference Consideration
Non-Collusion Affidavit
GAIN/GROW Participation Affidavit
False Claims
Civil Litigation
Criminal Convictions
Debarment
Labor Law/Payroll Violations
Contractor Employee Jury Service Program
Industrial Safety Record
Injury and Illness Prevention Plan (IIPP) and Code of
Safe Practices (CSP) Affidavit
Affirmative Action Compliance
Bidder's Qualifications And Business References
Insurance Requirements
Defaulted Property Tax Reduction Program
Pre-Award Survey
Zero Tolerance Human Trafficking Policy Certification

Special Qualification and Requirements Forms
 (OSHDP and/or Specialty Form)
 Compliance with Fair Employment Hiring Practices
 Certification.....
 Disallowed Cost Attestation
 Contract Electronic Signature Certification Form.....
 Avoidance of Conflict of Interest

Bidders must use the Form of Bid, Receipt of Notice to Bidders to acknowledge and confirm receipt of any Notice to Bidder(s) issued by the County. Failure to confirm receipt of any Notice to Bidder(s) will result in a determination that the bidder is nonresponsive.

- C. No mention shall be made of sales tax or use tax, as all bid prices submitted will be considered as including such tax.
- D. Bid will be considered on the following criteria: Lowest responsible bidder using Bid Adjustment Factors.

Job Order Contracts 2401CP through 2423JS

The Contractor bids adjustment factors that will be applied against the prices set forth in the corresponding Unit Price Book. These adjustment factors will be used to price out fixed price work orders by multiplying the adjustment factor by the unit prices and quantities. Factor A shall be multiplied by .25, Factor B shall be multiplied by .25, Factor C shall be multiplied by .25, Factor D shall be multiplied by .25 These four numbers will then be added together for a composite factor. The bidder's total composite factor will then be multiplied by the total contract value (\$5,700,000), minus the LSBE Preference (if applicable), to determine low bid. (See Attachment 1)

- E. The County may, in its sole discretion, reject any or all bids as nonresponsive for failure to (1) submit the documents set forth in Article 17A.1. at time of bid opening; and/or (2) provide full, and complete responses to the information requested in each document.

18. 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 5100-5108, inclusive, of the Public Contract Code of the State of California.

19. Opening of Bids

- A. 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.
- B. Bid results will be posted once verified on the Department of Public Works website at <http://dpw.lacounty.gov/general//contracts/opportunities/>.

20. 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, Social Enterprise, and Disabled Veterans 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.

A. 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.

B. 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 August 1, 2001. 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 from the **bidder only** (a bid protest will not be accepted from a subcontractor) in a timely and consistent manner to assure that all prospective contractor's 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.

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 administrator issuing the bid. The contract administrator 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 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 bid.
 - 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 in the protest is (1) filed with the contract administrator, (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 administrators to conduct the administrative processing of protests filed with the County. Assigned contract administrators 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 administrator concerning any legal issues involved in protests.

21. Performance and Other Bonds

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.

22. Insurance

- A. The County will require General Liability, Comprehensive Automobile Liability, Worker's Compensation, Property Coverage insurance, Crime Coverage Insurance, Course of Construction Insurance (protecting against all perils of the work prior to County acceptance of the completed Work, in an amount sufficient to replace the Work), Performance Bond, and Material and Labor Bond from the contractor.
- B. The County does not provide automobile insurance coverage or demolition coverage, nor will the County provide insurance coverage for contractor's or subcontractor's plant and equipment.

23. Modification and Amendments

The County may modify or amend the Instructions To Bidders, the General Conditions, or any of the Contract Documents upon written notice to bidders at any time prior to the bid opening.

24. Storm Water Pollution Requirements

Contractor shall comply with the requirements of the California Storm Water Best Management Practice Handbook. Specific requirements will be included in individual Scopes of Work for applicable Projects. Copies of the handbook are available at the Department of Public Works.

25. 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 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.
- B. Among other items, such improper consideration may take the form of cash; discounts; services; and the provision of travel, entertainment, or tangible gifts.

- C. Note that Contractor's failure to adhere to this requirement could subject this Contract to termination for improper consideration under Section 3 Termination/Suspensions.

26. 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.

27. False Claim Act

Bids must provide full disclosure on False Claim Act violations and civil/criminal legal action as provided for on the bidding requirement forms. Failure to complete these forms may result in a determination that the bidder is nonresponsive and/or not responsible.

28. Employment of Youth in Projects Funded by Proposition "A"

- A. The County of Los Angeles encourages the employment of youth, to the maximum extent practical, from the community in which the project is located.
- B. Section 18(b) of Proposition A states that "All funds allocated pursuant to this order for projects involving the rehabilitation or restoration of beach, park, recreation, open space or natural lands shall be used to the maximum extent practical to employ youth from the community in which the particular rehabilitation or restoration project is being carried out."

The Contractor shall demonstrate a good faith effort to employ youth in compliance with the requirements of the Proposition. The Contractor shall complete a "Description of Efforts to Employ Youth" and submit as part of the Proposal on applicable Projects as requested. County will evaluate the Contractor's good faith efforts based on the information provided in that form. The following is a list of service organizations that supply youths for employment:

California Conservation Corps (A State Agency and oldest Corps Program in California)

Camarillo Service District
Pomona Service District
Los Angeles Service District

(805) 484-4345
(909) 594-4206
(213) 744-2254

Community & Senior Citizens Services
(Youth Employment Program)

213) 351-5390

Work Force Programs

(213) 738-2705

Local Corps (A community non-profit organization)

Los Angeles Conservation Corps
Long Beach Conservation Corps

(213) 749-4301
(562) 986-1249

Unskilled youth participants shall be considered trainees, not apprentices, and shall at all time work in conjunction with a skilled laborer. At no time shall youth participants be allowed to perform skilled or technical tasks on the construction of a project without proper skilled supervision.

- C. Wages. Youth eligible for employment must be between the ages of 14 and 24. In addition, employers must verify that youth under the age of 17 be in possession of a valid work permit before they are employed.

Prevailing Wage. State or Federal prevailing wage regulations would apply if employers hire youth and give them the same work tasks as skilled, permanent employees. Youth hired to work on a project would be treated as trainees, not allowed to work on a task without direct supervision. Once a youth employee performs a task without supervision, the employer is subject to paying prevailing wage.

29. 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.

30. Vendor Registration with the County of Los Angeles

All potential bidders/proposers and subcontractors 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/webven> or by 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.

31. County's Preference Programs: Local Small business Enterprise, Social Enterprise, and Disabled Veterans Business Enterprise

Overview of County's Preference Programs

The County of Los Angeles has three preference programs. The Local Small Business Enterprise (LSBE), Disabled Veterans Business Enterprise (DVBE), and Social Enterprise (SE). 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 Preference Programs (LSBE, DVBE, and SE) requires that a business must complete certification prior to requesting a preference in a solicitation. This program and how to obtain certification are further explained in this solicitation.

In no case shall the Preference Programs (LSBE, DVBE, and SE) price or scoring preference be combined with any other county preference program to exceed fifteen percent (15%) in response to any County solicitation.

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, DVBE, or SE 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 Affairs'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 Form 3C 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>.

Local Small Business Enterprise (LSBE) Prompt Payment Program

It is the intent of the County that Certified LSBEs receive prompt payment for services they provide to County Departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

B. Social Enterprise (SE) Preference Program

The County will give preference during the solicitation process to businesses that meet the definition of a SE, consistent with Chapter 2.205 of the Los Angeles County Code. A SE is defined as:

1. A business that qualifies as a SE and has been in operation for at least one year (1) providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; and
2. A business certified by the County of Los Angeles Department of Consumer and Business Affairs (DCBA) as a SE.

The DCBA shall certify that a SE meets the criteria.

Certified SEs may only request the preference if the certification has been completed and certification is affirmed. Businesses must complete and submit Form 3C 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.

Further information on SEs also available on the DCBA's website at: <http://dcba.lacounty.gov>

C. Disabled Veteran Business Enterprise (DVBE) Preference Program

The County will give preference during the solicitation process to businesses that meet the definition of a DVBE, consistent with Chapter 2.211 of the Los Angeles County Code. A DVBE vendor is defined as:

1. A business which is certified by the State of California as a DVBE; or
2. A business which is verified as a service-disabled veteran-owned small business (SDVOSB) by the Veterans Administration.
3. A business certified as DVBE with other certifying agencies pursuant to the Department of Consumer and Business Affairs' (DCBA) inclusion policy that meets the criteria set forth by the agencies in 1 and 2 above.

The DCBA shall certify that a DVBE is currently certified by the State of California, by the U.S. Department of Veteran Affairs, or is determined by the DCBA' inclusion policy that meets the criteria set forth by the agencies.

Certified DVBEs may only request the preference if the certification process has been completed and certification is affirmed. Businesses must complete and submit Form 3C 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 DVBE certification regulations is found 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 Disabled Veteran Business Certification and Resources Website at <http://www.dgs.ca.gov/pd/Home.aspx>

Information on the Department of Veteran Affairs SDVOSB certification regulations is found in the Code of Federal Regulations, 38CFR 74 and is also available on the Department of Veterans Affairs Website at: <https://www.va.gov/osdbu/>.

D. Should one or more of the Bidders request and be granted the Local Small Business Enterprise (LSBE) Preference, Social Enterprise (SE) Preference, or the Disabled Veterans Business Enterprise (DVBE) 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.

Social Enterprise or Disabled Veteran Business Enterprise Preference: Seven percent of the lowest bid amount will be calculated and that amount will be deducted from the bid amounts submitted by all bidders who requested and were granted the Social Enterprise or Disabled Veteran Business Enterprise Preference up to the maximum of \$150,000.

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

In no instance shall any of the preference programs be combined to exceed a total of fifteen percent (15%) of the lowest responsible bidder, not to exceed \$150,000 or a maximum of \$150,000 in response to any County solicitation.

For calculation purposes, reference Attachment 1 – JOC Bid Formulas – Examples to determine low bid price with Small Business Enterprise Program.

32. 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.

- A. 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.

- B. 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

<u>Final Invoice Price</u>	<u>Liquidated Damages</u>
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

33. 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.

34. Injury and Illness Prevention Plan (IIPP) and Code of Safe Practices (CSP) Affidavit

The apparent low Bidder shall submit, Injury and Illness Prevention Plan (IIPP) and Code of Safe Practices (CSP) affidavit **no later than 24 hours** 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.

35. 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 nonresponsive 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.

36. 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 its 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.

37. Contractor's Acknowledgment of County's Commitment to 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 Los Angeles County, 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" poster 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.

38. 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 maximum extent possible on the project.

39. Federal Earned Income Credit

Contractor shall notify its employees, and shall require 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.

40. Required Certification/Disclosure

Bids must provide full disclosure on violations and civil/criminal legal actions as provided for the bidding requirement forms. Failure to submit or fully complete these forms may result in a determination that the bidder is nonresponsive. Failure to provide accurate responses may result in a determination that the bidder is not responsible.

41. Notification to County of Pending Acquisitions/Mergers by Bidding Company

The vendor shall notify the County of any pending acquisitions/mergers of their company. The information shall be provided by the vendor on the required form. Failure of the vendor to provide this information may eliminate its bid from any further consideration.

42. 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, Attachment 2, and the pertinent provisions of the sample contract, Article 15, both of which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both contractors and 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 the 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 nonresponsive and excluded from further consideration.

43. Countywide Local And Targeted Worker Hire Program - Mandatory And Best Efforts (JOB ORDER CONTRACT)

PROGRAM – MANDATORY AND BEST EFFORTS

- A. For Work Orders in the amount of \$500,000 to \$2,500,000 the contractor must make a Best Effort to have 30% of the total construction labor hours performed by qualified Local Residents. For Work Order in the amount of \$2,500,001 or more it is mandatory that 30% of the total construction labor hours are performed by qualified Local Residents and 10% of the total construction labor hours are performed by Targeted Workers. At the time of work order issuance, each work order will indicate whether the requirement is “Not Applicable”, “Best Effort”, or “Mandatory”.
- B. Contractor shall comply with requirements so forth in Attachment 3, Countywide Local and Targeted Worker Hire Program – JOC Work Order.

44. Public Works Contractor Registration Program

- A. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR).
- B. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement under Labor Code section 1771.1(a)].
- C. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- D. As of March 1, 2015 Public Works may not accept a bid or enter into a contract for public work with an unregistered contractor.
 - 1. DIR maintains an up-to-date listing of registered contractors.
 - 2. There are exceptions to the registration requirement for bidders in circumstances where a Contractors State License Board (CSLB) license would not be required at the time of bidding.
 - 3. Additional exceptions and protections are included in the registration laws to limit bid challenges, allow some violations to be cured through

payment of penalty fees, and allow unregistered contractors to be replaced with registered ones.

4. As of April 1, 2015, No contractor or subcontractor may work on a public works project unless registered with DIR.

45. Payroll Record

- A. The Contractor shall comply with the requirements of Section 1776 of the Labor Code, State of California. 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 "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 identifications 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.

The 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.

46. Background and Security Investigations

- A. 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.
- B. 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.
- C. 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.
- D. 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.

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

- A. 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.
- B. Contractors are required to complete Form 3V (Zero Tolerance Human Trafficking Policy Certification) in Form of Bid (Required Forms), certifying that they are in full compliance with the County's Zero Tolerance Human Trafficking provision as defined in Article 23 (Compliance with County's Zero Tolerance Human Trafficking Policy) of (Sample Contract). Further, contractors are required to comply with the requirements under said provisions for the term of any contract awarded pursuant to this solicitation.

48. Construction and Demolition Debris Recycling for Los Angeles County Projects

A. 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 of the goal of this project is to reduce, reuse, and/or recycle to the maximum extent feasible, the construction and demolition debris (debris) generated by the project thereby diverting the debris from disposal facilities, saving landfill space, and conserving virgin materials and natural resources.

B. GENERAL DEBRIS RECYCLING REQUIREMENTS

1. Prior to receiving a grading, demolition or building permit for the work, the Contractor shall submit to the Environmental Programs Division of Public Works (EPD) an estimate of the total quantity of construction and demolition (C&D) debris that will be generated by the project on the County provided form (Attachment 1). The estimate is subject to review by EPD, who may require a revision if, in the determination of EPD, it does not adequately estimate the total amount of construction debris that will be by the project.
2. If the project is estimated to generate at least ten tons or ten cubic yards of C&D debris (whichever is less), then prior to receiving a grading, demolition, or building permit for the work, the Contractor shall also submit a Construction and Demolition Recycling and Reuse Plan (Plan) that meets the requirements outlined in Part 3 of this section to the satisfaction of the EPD (Attachment 2).
3. The requirements of paragraph 2.2 do not apply to projects that are estimated to generate less than the lessor of ten tons and ten cubic yards of C&D debris. Contractor's working on any County projects that are estimated to generate less than ten tons or ten cubic yards of C&D debris (whichever is less) are encouraged to make a good faith effort to reduce, reuse, and/or recycle the debris generated by the projects to the maximum extent possible.

C. DEBRIS RECYCLING REQUIREMENTS FOR ANY LOS ANGELES COUNTY PROJECTS THAT ARE ESTIMATED TO GENERATE AT LEAST TEN TONS OR TEN CUBIC YARDS OF DEBRIS (WHICHEVER IS LESS)

1. The Plan 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 to the maximum extent feasible. The Plan must demonstrate that the project will deliver to an approved recycling or reuse facility for recycling or reuse at least 65 percent of the mixed and inert debris and 100 percent of soil debris generated by the project. Where feasible, the Plan must provide that the Contractor will

use a deconstruction process to maximize the recovery rate for C&D debris.

2. The Contractor shall complete and submit to EPD a Debris Recycling Summary (Attachment 3) on a monthly basis demonstrating that the Contractor is complying with the approved Plan.
3. As part of the Contractor's request for final payment, the Contractor shall submit a Recycling Report to the EPD for review and approval.

The Recycling Report shall include, but not be limited to:

1. A completed Attachment 3 summarizing the project's reuse, recycling, and/or disposal activities during the project duration along with copies of receipts from every vendor or facility that collected, transported, or received any project C&D debris. Each receipt must specify the date of delivery and the weight of any project C&D debris handled by the vendor or facility and must clearly demonstrate that all such C&D debris originated from the project site, OR
2. A comparable report summarizing the project's reuse, recycling, and/or disposal activities during the project duration including, but not limited to, quantity of debris reused, recycled, and/or disposed, and why the disposed debris could not have been reused and/or recycled along with copies of receipts from every vendor or facility that collected, transported, or received any project C&D debris. Each receipt must specify the date of delivery and the weight of any project C&D debris handled by the vendor or facility and must clearly demonstrate that all such C&D debris originated from the project site.
4. As part of the approval of the final payment, EPD will review the Recycling Report to determine if the Contractor documented the quantity of debris generated, reused, and recycled, and achieved a recycling/reuse rate at least 65 percent by weight and/or volume of mixed and inert debris and 100 percent of soil debris generated and disposed during the project duration.
5. Liquidated damages equal to \$100 for every ton or fraction of a ton of C&D debris that was not recycled or reused as required will be deducted from the Contractor's final payment.

D. COST

The cost associated with complying with the debris recycling requirements shall be identified separately and included in the Contractor's lump sum base bid.

E. DEFINITIONS

1. **Construction and Demolition Debris or C&D Debris** means material, other than hazardous waste, radioactive waste, or medical waste, that is generated by or results from construction or demolition-related activities including, but not limited to: construction, deconstruction, demolition, excavation, land clearing, landscaping, reconstruction, remodeling, renovation, repair, and site clean-up. C&D debris includes, but is not limited to: asphalt, concrete, brick, lumber, gypsum wallboard, cardboard and other associated packaging, roofing material, ceramic tile, carpeting, plastic pipe, steel, rock, soil, gravel, tree stumps and other vegetative matter.
2. **Deconstruction** means the process of carefully dismantling a structure, piece by piece prior to or instead of conventional demolition, to maximize the recovery of building materials for reuse and/or recycling.
3. **Delivery Site** means a recycling facility and recycling or reuse site or any place, including a transfer station where the debris is delivered for the sole purpose of reuse and/or recycling in a manner acceptable to the Director.
4. **Demolition, Grading, and Building Permit** means the permit issued by the Department or any other responsible governmental agency for the construction work to be performed by the Contractor.
5. **Dispose** means the final deposition onto land.
6. **Disposal Facility** means a public or private facility used for the final disposition onto land.
7. **Inert Debris** means C&D debris consisting of nonputrescible solid material which includes, without limitation, soil, rock, gravel, concrete, asphalt, brick, ceramics, and similar material and that does not contain hazardous waste, radioactive waste, medical waste, soluble pollutants, or decomposable matter.
8. **Green Waste** means all vegetative cuttings, shrubs, stumps, logs, brush, tree trimmings, grass, and related materials which have been separated from other solid waste.
9. **Landfill** means a facility that accepts solid waste for disposal.
10. **Recyclable** means material that still has useful physical or chemical properties after serving its original purpose and that can be reused or re-manufactured into additional products.

11. **Recycle or Recycling** means the process of collecting, sorting, cleansing, treating, and reconstituting materials that would otherwise become solid waste and returning them to the economic mainstream in the form of raw materials for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace, and in a manner acceptable to the Director. Recycle or recycling does not include transformation.
12. **Recycling Facility** means any facility (except a transformation facility) whose principal function is to receive, store, convert, separate, or transfer recyclable materials for processing. Recycling Facilities include the recycling facilities set forth on Attachment 4 and other facilities that, in the determination of EPD, will recycle the C&D debris.
13. **Reuse Facility** means any place other than a recycling facility or a disposal facility that accepts C&D debris for reuse or salvage. Reuse Facilities include those salvage facilities on Attachment 4 and other facilities that, in the determination of EPD, will reuse or facilitate the reuse of the C&D debris.
14. **Reuse** means the use of a material in substantially the form as it was produced which might otherwise be discarded into a disposal facility.
15. **Soil debris** means C&D debris consisting of natural, nonputrescible solid material which includes, without limitation, dirt, soil, rock, gravel, sand, clay, and similar material removed during a grading project that does not contain inert debris, mixed debris, hazardous waste, radioactive waste, medical waste, soluble pollutants, or decomposable matter.
16. **Transfer Station** means a facility that receives unprocessed waste, temporarily stores it, and ships it off-site to another facility.

49. **Contract Alert Reporting 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 issues(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.

50. Avoidance of Conflict of Interest

Bidder shall comply with the provisions under County Ordinance 2.180.

Notwithstanding any other section of the Los Angeles County Code, the County shall not contract with, and shall reject any bid 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:

- A. Employees of the county or of public agencies for which the board of supervisors is the governing body;
- B. Profit-making firms or businesses in which employees described in subparagraph 1 above serve as officers, principals, partners or major shareholders;
- C. Persons who, within the immediately preceding 12 months, came within the provisions of subparagraph 1 above, and who:
 - 1. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - 2. Participated in any way in developing the contract or its service specifications; and
- D. Profit-making firms or businesses in which the former employees, described in sub paragraph 3 above, serve as officers, principals, partners or major shareholders.

51. Special Qualifications and Requirements

Refer to the Bid Submittal Forms Section 3U, Special Qualification and Requirement for additional Information.

52. Compliance with Fair Chance Employment Practices

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. 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. The following attachments shall be made part of the Contract Documents.

53. Disallowed Cost 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 shall provide an attestation.

54. Electronic Representations

The County of Los Angeles (County) and the Consultant/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 email 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. The Consultant/Contractor and the 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, et seq.), that a signature by fax, email 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.

55. Contractor Development And Bonding Program (CDABP)

This program is 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 you 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 administrator.

56. 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.

57. Additional Information

The following Attachments shall be made part of the Contract Documents:

1. JOC Bid Formula's Example to Determine Low Bid with Count Program Preference Consideration
2. Los Angeles County Debarred Contractors
3. Countywide Local and Targeted Worker Hire Program
4. Construction and Demolition Recycling and Reuse Forms 1, 2, 3, 4
5. The SimpleBid Book Job Order Contracting Unit Price Catalog prepared by Cannon/Parkin, Inc., dated the February 2023
6. Construction Task Catalog and Specifications prepared by The Gordian Group, Inc., dated February 2023
7. The February 2023 Unit Price Book and Specifications prepared by JAMB Services, Inc.
8. BidExpress Set-up Guide
9. List of Contracts and Corresponding Adjustment Factors/Special Requirement Form

END OF INSTRUCTIONS TO BIDDERS

BID SUBMITTAL FORMS

REFER TO

BID FORM PACKAGE (BID FORMS AND BOND)

AND

SUBMITTAL FORM PACKAGE (FORMS C THROUGH AB)

FOR DOCUMENTS

SAMPLE CONTRACT AGREEMENT

AGREEMENT

THIS AGREEMENT, Job Order Contract No. X ("Agreement"), made and entered into this _____ day of _____ 2024, by and between the COUNTY OF LOS ANGELES, State of California (hereinafter called County), and

X

(hereinafter called Contractor),

WITNESSETH: County and Contractor for the consideration hereafter agree as follows:

ARTICLE 1. SCOPE OF WORK

1. Contractor shall be bound by the date, Job Order Contract Nos. 2401CP through 2423JS Project Manual, which includes the General Conditions and other items. Contractor shall also be bound by Notice to Bidders A, dated x, and Job Order Contract X Bid Submittal Form and all other items identified as Contract Documents in the General Conditions.
2. Contractor shall provide and perform all work and take the necessary measures to complete work on individual Work Orders against this Job Order Contract as described in the General Conditions hereto and made a part thereof, in a proper and workmanlike manner in strict accordance with the Contract Documents and shall perform all other obligations imposed by this Contract.

ARTICLE 2. THE CONTRACT SUM

1. The Contract is an indefinite-quantity Contract for the repair and refurbishment of the items specified. There is no guaranteed minimum quantity or value of work which will be ordered under this Contract; nor is there a minimum value for individual Work Orders issued under this Contract. The maximum amount that may be ordered under this Contract is \$5,700,000 for the 12-month contractual period.
2. Contractor shall perform all work required, necessary, and proper for, or incidental to, completing the work called for in each individual Work Order issued against this Job Order Contract x incorporated herein using the following Adjustment Factors:
 - a. Specialty Construction or OSHPD Projects Normal Working Hours: Contractor shall perform any or all functions called for in the General Conditions during normal hours for Specialty Work in the quantities specified in individual work orders issued under this Contract for the unit price sum specified in X multiplied by the adjustment factor of X.

- b. Specialty Construction or OSHPD Projects Other than Normal Working Hours: Contractor shall perform any or all functions called for in the General Conditions during other than normal hours for Specialty work in the quantities specified in individual work orders issued under this Contract for the unit price sum specified in X multiplied by the adjustment factor of X.
- c. General Construction Projects Normal Working Hours: Contractor shall perform any or all functions called for in the General Conditions during normal hours for General Work in the quantities specified in individual work orders issued under this Contract for the unit price sum specified in X multiplied by the adjustment factor of X.
- d. General Construction Projects Other than Normal Working Hours: Contractor shall perform any or all functions called for in the General Conditions during other than normal hours for General work in the quantities specified in individual work orders issued under this Contract for the unit price sum specified in X multiplied by the adjustment factor of X.

ARTICLE 3. TIME OF COMPLETION

- 1. The Contract is an indefinite-quantity Contract for the repair, remodeling, and refurbishment of the items specified, effective for a 12-month period or until the maximum, not-to-exceed Contract amount of \$5,700,000 is incurred by the Contractor, whichever occurs earlier; provided, however, that if a Work Order is issued by the County prior to the expiration of the 12-month Contract period, the Contract term shall be automatically extended solely to allow the original scope of such Work Order to be completed, including authorized additional work.
- 2. Performance shall be specified in each individual Work Order issued hereunder. Individual Work Order performance time will be negotiated in accordance with General Conditions, Article 10, entitled "Ordering Procedures." The Contractor may, on individual Work Orders, be required to pay to the County as liquidated damages a sum in accordance with General Conditions, Article 56, entitled "Failure to Complete Work on Time," for each and every calendar day that Contractor shall be in default on that individual Work Order.

ARTICLE 4. CONTRACTOR'S REPRESENTATIVE

Unless otherwise designated by Notice, Contractor's authorized representative on this project shall be:

X

Unless otherwise defined, all terms herein shall have the definitions given them in the General Conditions.

ARTICLE 5. 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.

ARTICLE 6. 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.

ARTICLE 7. 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.

ARTICLE 8. PREVAILING WAGE REQUIREMENTS

1. 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 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 Public Works, Construction Division, and will be made available for inspection by request to the Contract Administrator. 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.

2. 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.

3. 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 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 www.dir.ca.gov/dlse/PublicWorks.html."

4. Certified Payroll Records

- a. The Contractor shall comply with the requirements of Section 1776 of the Labor Code. Contractor and Subcontractors, if any, must furnish certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) in a format prescribed by the Labor Commissioner.
- b. 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. Submission of a weekly payroll report" (Form 347 or similar) needs to be accompanied by a written declaration that it is 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.

- c. 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.

ARTICLE 9. 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.

ARTICLE 10. 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.

ARTICLE 11. CONTRACTOR RESPONSIBILITY AND DEBARMENT

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.

6. 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 Hearing Board.
7. 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.
8. 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.
9. The Board in its discretion may terminate this Agreement should the

Contractor become debarred during the term of this Contract.

10. These terms shall also apply to subcontractors of County contractors.

ARTICLE 12. 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.

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.

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.

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.

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.

ARTICLE 13. 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.

ARTICLE 14. 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 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.

ARTICLE 15. 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 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 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 Agreement which may result in the termination of 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.

ARTICLE 16. 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.

ARTICLE 17. 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 "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 A/E, pursuant to County Code Chapter 2.206.

ARTICLE 18. 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.

- a. 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.
- b. 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

<u>Final Invoice Price</u>	<u>Liquidated Damages</u>
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

ARTICLE 19. 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.

ARTICLE 20. 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.

ARTICLE 21. CONTRACTOR INDEPENDENCE/PROHIBITION FROM PARTICIPATION IN FUTURE SOLITION(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.

ARTICLE 22. BACKGROUND AND SECURITY INVESTIGATIONS

- a. 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.
- b. 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.
- c. 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.

- d. 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.

ARTICLE 23. 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.

ARTICLE 24. COUNTYWIDE LOCAL AND TARGETED WORKER HIRE PROGRAM – MANDATORY AND BEST EFFORTS

1. For Work Orders in the amount of \$500,000 to \$2,500,000 the contractor must make a Best Effort to have 30% of the total construction labor hours performed by qualified Local Residents. For Work Order in the amount of \$2,500,001 or more it is mandatory that 30% of the total construction labor hours are performed by qualified Local Residents and 10% of the total construction labor hours are performed by Targeted Workers. At the time of work order issuance, each work order will indicate whether the requirement is "Not Applicable", "Best Effort", or "Mandatory".
2. Contractor shall comply with requirements set forth in Attachment 3 of the solicitation documents, Countywide Local and Targeted Worker Hire Program.

ARTICLE 25. 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, Employment Discrimination: Conviction History. 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.

ARTICLE 26. ADVERTISING AND OTHER EXTERNAL COMMUNICATIONS ABOUT THE PROJECT

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. 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 Contractor to make revisions to the information prior to disclosure.

ARTICLE 27. 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 email 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 ("ESIGN") and California Uniform Electronic Transactions Act ("UETA")(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, email 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.

ARTICLE 28. 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.

ARTICLE 29. COMPLIANCE WITH THE COUNTY POLICY OF EQUITY

The Contractor 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.

ARTICLE 30. 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 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.).

ARTICLE 31. 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 Auditor-Controller'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.

ARTICLE 32. 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 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.


ARTICLE 33. ADVERTISING AND OTHER EXTERNAL COMMUNICATIONS ABOUT THE PROJECT

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 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 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 Contractor to make revisions to the information prior to disclosure.

ARTICLE 34: 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.

ARTICLE 35. COVID-19 VACCINATIONS OF COUNTY CONTRACTOR PERSONNEL

1. At Contractor's sole cost, Contractor shall comply with Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 - Administration, Division 4. All employees of Contractor and persons working on its behalf, including but not limited to, Subcontractors of any tier (collectively, "Contractor Personnel"), must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to (1) interacting in person with County employees, interns, volunteers, and commissioners ("County workforce members"), (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract (collectively, "In-Person Services").
2. Contractor Personnel are considered "fully vaccinated" against COVID-19 two (2) weeks or more after they have received (1) the second dose in a 2-dose COVID-19 vaccine series (e.g. Pfizer-BioNTech or Moderna), (2) a single-dose COVID-19 vaccine (e.g. Johnson and Johnson [J&J]/Janssen), or (3) the final dose of any COVID-19 vaccine authorized by the World Health Organization ("WHO").
3. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated by confirming Contractor Personnel is vaccinated through any of the following documentation: (1) official COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services, CDC or WHO Yellow Card), which includes the name of the person vaccinated, type of vaccine provided, and date of the last dose administered ("Vaccination Record Card"); (2) copy (including a photographic copy) of a Vaccination Record Card; (3) Documentation of vaccination from a licensed medical provider; (4) a digital record that includes a quick response ("QR") code that when scanned by a SMART HealthCard reader displays to the reader client name, date of birth, vaccine dates, and vaccine type, and the QR code confirms the vaccine record as an official record of the State of California; or (5) documentation of vaccination from Contractors who follow the CDPH vaccination records guidelines and standards. Contractor shall also provide written notice to County before the start of work under this Contract that its Contractor Personnel are in compliance with the requirements of this section. Contractor shall retain such proof of vaccination for the document retention period set forth in this Contract and must provide such records to the County for audit purposes, when required by County.
4. Contractor shall evaluate any medical or sincerely held religious exemption request of its Contractor Personnel, as required by law. If Contractor has determined that Contractor Personnel is exempt pursuant to a medical or sincerely held religious reason, the Contractor must also maintain records

of the Contractor Personnel's testing results. The Contractor must provide such records to the County for audit purposes, when required by County. The unvaccinated exempt Contractor Personnel must meet the following requirements prior to (1) interacting in person with County workforce members, (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract:

- a. Test for COVID-19 with either a polymerase chain reaction (PCR) or antigen test has an Emergency Use Authorization (EUA) by the FDA or is operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. Testing must occur at least weekly, or more frequently as required by County or other applicable law, regulation or order.
 - b. Wear a mask that is consistent with CDC recommendations at all times while on County controlled or owned property, and while engaging with members of the public and County workforce members.
 - c. Engage in proper physical distancing, as determined by the applicable County department that the Contract is with.
5. In addition to complying with the requirements of this section, Contractor shall also comply with all other applicable local, departmental, State, and federal laws, regulations and requirements for COVID-19. A completed Exhibit A (COVID-19 Vaccination Certification of Compliance) is a required part of any agreement with the County.

ARTICLE 36. ENTIRE AGREEMENT

This Contract constitutes the entire agreement between the County and the Contractor with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

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 subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

X

By _____
Deputy Director
Public Works

By _____
President

Type/Print Name

By _____
Secretary

Type/Print Name

CLASSIFICATION LICENSE NO.
Contractor

APPROVED AS TO FORM:

DAWYN R. HARRISON
Acting County Counsel

By _____
Senior Deputy County Counsel

Type/Print Name

CERTIFICATION

SUBJECT: JOB ORDER CONTRACT NO. X

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.

x

Contractor's Signature

Print Name

Date

STATEMENT OF UNDERSTANDING

SUBJECT: JOB ORDER CONTRACT NO. X

As the Contractor of the project, I have reviewed the Best Management Practices Handbooks, California Storm Water Quality Task Force, Sacramento, 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.

X

Contractor's Signature

Print Name

Date

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL PERSONS BY THESE PRESENTS:

That we, x, 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 FIVE MILLION SEVEN HUNDRED THOUSAND DOLLARS (\$5,700,000), 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 Job Order Contract No. X 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.

BOND FOR FAITHFUL PERFORMANCE

Page 2

WITNESS our hands this _____ day of _____, 2023.

X

President

APPROVED AS TO FORM:

Secretary

DAWYN R. HARRISON
County Counsel

Surety

By _____
Senior Deputy County Counsel

Attorney-in-Fact

Type/Print Name

PAYMENT BOND FOR LABOR AND MATERIALS

KNOW ALL PERSONS BY THESE PRESENTS:

That we, X 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 FIVE MILLION SEVEN HUNDRED THOUSAND DOLLARS (\$5,700,000) 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 Job Order Contract No. X 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 3181 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 3181, 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

PAYMENT BOND FOR LABOR AND MATERIALS

Page 2

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 _____, 2023.

X

President

APPROVED AS TO FORM:

Secretary

DAWYN R. HARRISON
Acting County Counsel

Surety

By _____
Senior Deputy County Counsel

Attorney-in-Fact

Type/Print Name

SAMPLE BOND FOR FAITHFUL PERFORMANCE

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 FIVE MILLION SEVEN HUNDRED THOUSAND DOLLARS (\$5,700,000), 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 Job Order Contract No. 20XX 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.

BOND FOR FAITHFUL PERFORMANCE
Page 2

WITNESS our hands this _____ day of _____, 2024.

CONTRACTOR

President

APPROVED AS TO FORM:

Secretary

DAWYN R. HARRISON
County Counsel

Surety

By _____
Senior Deputy Counsel

Attorney-in-Fact

SAMPLE PAYMENT BOND FOR LABOR AND MATERIALS

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 FIVE MILLION SEVEN HUNDRED THOUSAND DOLLARS (\$5,700,000) 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 Job Order Contract No. 20XX 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 3181 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 3181, 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

PAYMENT BOND FOR LABOR AND MATERIALS

Page 2

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 _____, 2024.

CONTRACTOR

President

Approved as to form:

Secretary

DAWYN R. HARRISON
County Counsel

Surety

By _____
Senior Deputy Counsel

Attorney-in-Fact

GENERAL CONDITIONS

GENERAL CONDITIONS

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- 25. Substantial Completion
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GENERAL CONDITIONS

1. DEFINITIONS:

- A. ACCEPTANCE, shall mean written acceptance of the work by the County.
- B. ADJUSTMENT FACTOR, is the Contractor's competitively bid price adjustment to the Unit Prices as published in the Unit Price Book. For JOC 2401CP through 2423JS, bidders will offer four pricing Adjustment Factors. All Adjustment Factors will be proposed separately. The Unit Price Book and the Contractor's bid Adjustment Factors will be incorporated in the awarded contract. For all Contracts, Adjustment Factors are expressed as an increase or decrease from the published prices.
- C. CLAIM, as used herein shall mean a right existing on behalf of any person which might develop into a lien in favor of the claimant if such right existed against any person or entity other than a public body.
- D. COMMUNITY BUSINESS ENTERPRISES (CBEs), as used herein shall be construed to mean, and give the same weight and importance as, and are subject to all existing State and local policies applying to, Minority/Women/Disabled/Disabled Veteran owned Business Enterprises (M/W/DB/DVBEs).
- E. COMPLETION (FINAL COMPLETION), as used herein means that an individual Work Order issued under the contract is fully executed and completed in accordance with the scope of work, plans and specifications.
- F. UNIT PRICE BOOK, as used herein refers to a comprehensive listing of construction related tasks together with a specific unit of measure and a published Unit Price.
- G. CONTRACT DOCUMENTS, consist of the JOC Project Manual, including the Legal Advertisements covering the opening of bids, Instructions to Bidders, the Contract, the Performance, Payment and Guarantee Bond, General Conditions, Unit Price Book, Technical Specifications, Supplemental Technical Specifications, and Attachments; the Bid Proposal, Certificates of Insurance and the Addenda, all incorporated in the Contract before its execution. Additionally, proposal documentation (including shop drawings, sketches, cost proposals, lists of subcontractors, schedules, etc.) as

prepared for individual Work Orders, as well as the Work Order itself, shall also become part of the Contract Documents after its execution.

- H. CONTRACTOR, as used herein refers to the licensed person, firm, or corporation authorized to do business in the State of California with whom a Contract has been made directly or through accredited representatives that have entered into a Contract with the County for the performance of the work described by these documents.
- I. COUNTY, as used herein shall mean The County of Los Angeles.
- J. DEPARTMENT, as used herein, refers to the Department of Public Works.
- K. DETAILED SCOPE OF WORK, of this Contract shall be determined by individual Work Orders issued hereunder. The scope of work is the complete description of services to be provided by the Contractor under an individual Work Order. The Detailed Scope of Work will include documentation for a given project. Documentation include a narrative description of the work.
- L. DISADVANTAGED BUSINESS ENTERPRISE (DBE) is A "Small Business Concern as defined pursuant to Section 3 of the Small Business Act and relevant regulations that implement it.
 - Socially and economically disadvantaged individuals is an individual disadvantaged by his/her color; national origin; gender; physical disability; mental disability; long term residence in an environment isolated from the mainstream of American society; or other similar cause beyond the individual's control.
 - At least fifty-one percent ownership by one or more socially and economically disadvantaged individuals; and in the case of any public owned business at least 51 percent of the stock is owned by one or socially and economically disadvantaged individuals.
 - The daily business operations are managed and controlled by one or more of the socially and economically disadvantaged individuals.
- M. DISABLED VETERAN BUSINESS ENTERPRISE (DVBE): A disabled veteran means a veteran of the United States military, naval, or air service, with a service-connected disability of 10% or more, and who is a California resident.

- A business certified by the State Office of Small and Minority Business which is either:
- Sole Proprietorship-at least fifty one percent owned by one or more disabled veterans
- Publicly Owned Business-at least fifty one percent of its stock owned by one or more disabled veterans.
- Subsidiary-wholly owned by a parent corporation, but only if at least fifty one percent of the corporation voting stock is owned by one or more disabled veterans.
- Joint Venture-at least fifty one percent of the joint venture's management, control and earnings are held by one or more disabled veterans.

The daily business operations are managed and controlled by one or more disabled veterans. The disabled veteran(s) who exercises management and control is not required to be the disabled veteran owner(s).

A domestic corporation with its home office located in the United States, which is not a branch or subsidiary of a foreign corporation, foreign firm, or other foreign-based business.

- N. EMERGENCY, as used in this Contract shall mean such situations as shall require immediate action preventing Contractor from contacting the County prior to execution.
- O. HISTORIC FACILITIES, as used herein refers to those facilities identified by the County as historic in nature for which specialized construction means and methods shall be used. All work in Historic Facilities shall be in accordance with all Federal, State and local standards and guidelines established specifically for rehabilitation of historic buildings, in addition to all other applicable laws, regulations, codes, and/or directives.
- P. INSPECTOR, as used herein shall mean any representative of the County authorized to perform inspections for various aspects of the Work.
- Q. JOB ORDER CONTRACT (JOC) is a competitively bid, indefinite quantity contract for accomplishing repair and remodeling and related services. Work is accomplished through the issuance of individual Work Orders against the

Contract. Each Work Order issued will be a firm fixed priced order for accomplishing a specific task or project.

- R. JOINT SCOPE MEETING, as used herein shall mean a site meeting to discuss the work before the Detailed Scope of Work is finalized.
- S. MAXIMUM CONTRACT VALUE, as used herein means the maximum value of Work Orders that the Contractor may receive under this Contract.
- T. MINIMUM CONTRACT VALUE, as used herein means the minimum value of Work Orders that the Contractor is guarantee the opportunity to perform under this Contract. This Contract has no minimum value.
- U. NON PRE-PRICED TASKS, as used herein shall refer to tasks that are not yet set forth in the Unit Price Book and for which a Unit Price has not yet been set forth in the Unit Price Book.
- V. NOTICE TO PROCEED is the document that authorizes the contractor to commence work on an individual Work Order.
- W. OCCUPANCY, as used herein shall mean that an occupancy certificate has been issued by the County of Los Angeles authorizing site administrators to utilize the site.
- X. OTHER CONTRACTORS, as used herein shall mean any person, firm or corporation with whom a Contract has been made by the County for the performance of any work which is not a portion of work covered under this Contract.
- Y. PLANS, as used herein include scopes of work, task descriptions in Unit Price Book, drawings, specifications and other pertinent information.
- Z. PREPRICED TASK, as used herein refers to a task described in, and for which a Unit Price is set forth in, the Unit Price Book.
- AA. PRICE, as used herein shall mean the value of the approved Price Proposal and the amount the Contractor will be paid for completing a Work Order.
- AB. WORK ORDER PRICE PROPOSAL, as used herein shall mean a Price Proposal prepared by the Contractor that includes the Pre-Priced Tasks, Non Pre-Priced tasks, quantities and appropriate Adjustment Factors required to complete the Detailed Scope of Work.

- AC. PROJECT, as used herein shall mean the collective improvements to be constructed by the Contractor pursuant to a Work Order, or a series of related Work Orders.
- AD. PROJECT MANAGER, as used herein shall mean the individual designated by the County as being responsible for preparation and verification of individual Work Orders as well as the observation and acceptance of all work of that specific Work Order. This Project Manager will be the County of Los Angeles point of contact for the Contractor.
- AE. WORK ORDER PROPOSAL, as used herein is the Contractor's offer to do Work. It refers to the documents prepared by the Contractor quoting a firm fixed price to achieve a specific Scope of Work as requested by the Project Manager. The Proposal will also contain approved shop drawings, permits and submittals as necessary, a detailed Price Proposal comprised of appropriate line items and quantities from the Unit Price Book, supporting documentation for any General Conditions Non Pre-Priced items, a construction schedule, a list of subcontractors, and other documentation as may be required by the Project Manager prior to the issuance of a Work Order.
- AF. PUNCH LIST, is a compilation of items which have not been completed in accordance with an individual Work Order and which will not interfere with the use of the premises as intended by the County.
- AG. REQUEST FOR INFORMATION (RFI), is a written question submitted to the Project Manager, accompanied by diagrams or plans if necessary, on an issue that cannot be resolved with the supplied documents and requires further instructions or authorization from the Project Manager.
- AH. REQUEST FOR PROPOSAL (RFP), refers to an official request made by the County for the Contractor to provide a Proposal for an identified project.
- AI. SPECIALTY CONSTRUCTION CIRCUMSTANCES, as used herein refers to that work identified by the County for which specialized construction means and methods shall be used. Examples of Special Construction Circumstances would include, but not be limited to, Historical Work, work in Hospitals requiring OSHPD review and inspections, work in secure prison facilities, etc. All such work shall be in accordance with all Federal, State and Local standards and guidelines established specifically for those specialized areas; in addition to all other applicable laws, regulations, codes, and/or

directives. The determination as to whether work is to be classified as "Special Construction Circumstances" is the sole discretion of the County on a Work Order basis. The OSHPD factor may be applied for this type of work.

- AJ. SUBCONTRACTOR, as used herein shall be as defined as a person other than a material person or laborer who enters into a contract with a Contractor for the performance of any part of such Contractor's contract.
- AK. SUBSTANTIAL COMPLETION, shall mean that work on an individual Work Order is completed in accordance with the Scope of Work, plans and specifications, as modified by any Supplemental Work Order agreed to by the parties, so that the remaining work is such minor alterations and patching as the final inspection shall disclose. All warranties and guarantees for completed work shall commence at Substantial Completion of the project. The date of Substantial Completion will be established by the County.
- AL. SUPERINTENDENT, as used herein refers to the executive representative of the Contractor who is present on the work site at all times during progress, authorized to receive and fulfill instructions from and communicate with the Project Manager, and capable of superintending the work efficiently. The Superintendent shall not actually perform the physical tasks involved unless otherwise waived in writing by the County.
- AM. SUPPLEMENTAL WORK ORDER, as used herein means a secondary Work Order developed after the initial Work Order has been issued for the purpose of changing, deleting, or adding work to the initial Detailed Scope of Work, or changing the Work Order Completion Time.
- AN. SURETY, as used herein shall mean the firm, corporation, or individual which is bound by the Performance, Payment, and Guaranty Bond with and for the Contractor, and which engages to be responsible for the Contractor's acceptable performance, payment and guaranty of the work and for payment of all debts pertaining thereto.
- AO. TECHNICAL SPECIFICATIONS, as used herein shall mean the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.
- AP. WORK HOURS, Normal Working Hours are standard shifts between 7 a.m. and 5 p.m. Monday through Friday, except for County observed holidays. All other times are Other Than Normal Working Hours.

- AQ. WORK ORDER, as used herein refers to the obligation document under a Job Order Contract. Each individual project to be accomplished under this contract will be through the issuance of a Work Order. A Work Order consists of plans, shop drawings, permits, specifications and the Detailed Scope of Work required to complete the work. The Project Manager will be responsible for the development of the Work Order as well as the observation and acceptance of the work contained within the Work Order. The County will review the Contractor's Proposal and if acceptable, shall sign the Work Order and issue a Notice to Proceed for the work described therein. Each Work Order will include a Detailed Scope of Work, a firm fixed Price Proposal from the Contractor, a time duration for the completion of the work and any special conditions that might apply to that specific Work Order, such as Liquidated Damages. There is no minimum or maximum value associated with an individual Work Order.
- AR. WORK ORDER COMPLETION TIME, as used herein refers to the time within which the Contractor must complete the Detailed Scope of Work.
- AS. WORK, includes all labor necessary to produce the repair or remodeling tasks as required by the Detailed Scope of Work for an individual Work Order. The word "provide" when used in this specification shall mean furnish all labor, materials, equipment, transportation, and services required for the completion of the Work Order.

2. CONTRACT SCOPE:

- A. The Contract scope shall be determined by individual Work Orders issued hereunder. Upon receipt of a Work Order, the Contractor shall provide all management, work, materials, supplies, parts (to include system components), transportation, plant, supervision, labor, and equipment, except when specified as County furnished needed to repair, or remodel real property facilities at designated County locations. The Contractor shall provide quality assurance as specified in strict accordance with all terms, conditions, special contract requirements, specifications, attachments, and exhibits contained in this contract, Work Orders under this contract, or incorporated by reference. The Contractor shall also be responsible for site safety as well as site preparation and cleanup.
- B. The Contractor's work and responsibility shall include all programming, administration, and management necessary to provide repair, remodel, and related services as ordered. The work shall be conducted by the Contractor in strict accordance with the contract and all applicable laws, regulations,

codes, or directives including Federal, State, and local. The Contractor shall insure that all work provided meets, or exceeds, critical reliability rates or tolerances specified or included in applicable referenced documents.

Contractor shall perform the work such as supply, quality control, financial control, and maintain accurate and complete records files, libraries of documents to include Federal, State, and local regulations, codes, laws listed herein, and manufacturers' instructions and recommendations which are necessary and related to the work to be performed.

Contractor shall provide related services such as preparing and submitting required reports, maintaining record drawings current from activities under this contract, performing administrative work, and submitting necessary information as specified. The Contractor shall provide: materials lists to include trade names and brand names, and model materials lists to include trade names, brand names, model number, and ratings (if appropriate) for all materials necessary for a complete job.

- C. All work will be ordered and funded when needed in accordance with the ordering clause and procedures contained in the Article 10 (Ordering Procedures).
- D. The Contractor may be required to work in any location in Los Angeles County.
- E. The Contractor will be required to prepare Proposals, perform work on site, and closeout many projects concurrently.
- F. The following documents and standards shall be used in the execution of work under the contract and are considered to be part of this contract;
 - (1) JOC Unit Price Book as stated in the Instruction to Bidders for the work to be accomplished and for the unit of measure specified.
 - (2) Technical Specifications (If Applicable)
 - a. The Technical Specifications are numbered and organized in the Construction Specification Institute's (CSI) master format.
 - b. The intent of these specifications is to furnish concise industry and commercial standards for maintenance or repair of County facilities. If, however, there is a conflict between Federal, State,

and Local Code and the Technical Specifications; Federal, State and Local codes shall be the governing document.

3. INDEFINITE QUANTITY CONTRACT:

- A. This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated in this Project Manual.
- B. Work or performance shall be made only as authorized by Work Orders issued in accordance with the ordering procedures clause. The Contractor shall furnish to the County when and if ordered, the supplies or services specified in the Contract up to and including the quantity designated in the Work Orders issued as the maximum designated in the Contract.
- C. Changes to the Contract may be accomplished after execution of the Contract and without invalidating the Contract, by Change Order.

4. BID FORMS:

Individual copies of the Bid Form Documents for each contract accompany this Project Manual for bidder's use. Separate and complete Bid Form Documents packages must be prepared and submitted for each contract the bidder chooses to bid.

Should these contract documents be issued without the correct number of Bid Forms, or should any copies be lost or damaged, the bidder must notify the office of the Department of Public Works, in order that he/she may receive the forms or he may copy the form bounds into the Project Manual. All bids must be submitted on this form or a facsimile thereof.

The bidder shall not attach his bid to the returned Project Manual, nor use the Bid Form, which is bound therein.

5. EQUALS:

Whenever any material, product, thing or service is specified or indicated in the Bid Documents, or individual Work Order under the contract, 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."

6. PRE-WORK CONFERENCE:

Before the issuance of the first Work Order under the contract, a conference will be conducted by the County to acquaint the Contractor with County policies and procedures that are to be observed during the prosecution of the work and to develop mutual understanding relative to the administration of the contract.

7. GENERAL REQUIREMENTS:

The County controls all work performed upon its real property.

A. Management:

Contractor shall provide the management required to perform the work and meet all requirements.

B. Contractor Inspections:

Contractor shall inspect all facilities repaired or remodeled under contract. Contractor shall inspect to assure that all required work is accomplished as specified. Contractor shall prepare and maintain inspection files which shall reflect past and current inspection dates, results of all inspections made, corrections required, and corrections made.

C. Work Control:

All work will be controlled and monitored by the County. All work shall be documented by use of an appropriate authorization form.

D. Indefinite Work:

Contractor shall receive requests for Work Order Proposals for firm-fixed-prices for work requirements within the scope of the contract. Contractor shall respond to such requests within two working days unless additional time is granted, in writing, by the County.

E. Procedures:

The County will issue individual Project Request for Proposals (RFPs) to the Contractor. These RFPs will describe the work to be done and other pertinent information with regard to scheduling, submittals, shop and sketches and project requirements. The Contractor shall prepare a detailed Proposal based

on the RFP. This Proposal shall contain detailed costs, a schedule, list of proposed subcontractors and any other supporting documents contained in the RFP. Documentation to be submitted with the Proposal shall include, but not be limited to, shop drawings and sketches, calculations, catalog cuts, specifications, and renderings. The Contractor shall be held responsible for performing all work as stated in the RFP. It is the Contractor's responsibility to include the necessary items in his Price Proposal. All errors and omissions in the Price Proposals are the responsibility of the contractor. The cost data shall be separated as between Pre priced and Non Pre-Priced work units. The County will review the Contractor's Proposal and if acceptable, may issue a Notice to Proceed to the Contractor.

The County may award an individual Work Order to any selected Contractor. Selection of the Contractor and award of the Work Order will be in compliance with established

County procedures and based on one or more of the following criteria:

1. Rotational selection among all Contractors, unless otherwise determined by the County.
2. Evaluation of past and current performance on Work Orders of a similar nature and type of work, project size, construction management challenges, schedule performance, design management requirements, etc.
3. Balancing of work load (Work Order dollar volume and construction backlog) among Contractors.
4. Management of Work Order dollar volume within bonding limitations of the Contractor.
5. Contractor's responsiveness to the County on Work Orders.
6. Other appropriate criteria as deemed in the best interest of the County.

The County makes no commitment as to the award of individual work orders. All costs associated with preparing Proposals shall be the responsibility of the Contractor.

F. Non Pre-Priced Work Unit Requirements:

In addition to the Pre-Priced Task and work unit requirements in the Technical Specifications and the Unit Price Book, the County may, from time to time, require Non Pre-Priced Tasks not contained in these documents, but within the general scope of work of these documents. Unit prices for these Non Pre-Priced Tasks will be incorporated in individual Work Orders and the Contractor shall accomplish those requirements with the same diligence as those work-units incorporated in this contract in the Unit Price Book and Technical Specifications. Unit prices for Non Pre-Priced Tasks will be priced using the Normal Working Hours or Other Than Normal Working Hours Adjustment Factor as defined per Work Order. The unit price for a Non Pre-Priced Task shall be researched and generated by the JOC Consultant. in the same manner, and using the same methodologies as a Pre-Priced Task. The unit prices generated by the JOC Consultant for Non Pre-Priced Tasks shall be binding on Contractor and County in the same manner as for Pre-Priced Tasks. This newly priced Non Pre-Priced task shall immediately become part of the Unit Price Book and shall thereafter be treated as a Pre-Priced task for use in any work order. Further, once a Non Pre-Priced task is priced in the above manner on any other County JOC contract, that newly priced task shall immediately become part of the Unit Price Book and shall thereafter be treated as a Pre-priced Task for use in any work order under this Agreement.

G. Quality Control Program:

- (1) The Contractor shall submit a written quality control plan and notify the County, in writing, of any proposed change to the program. No change shall be implemented prior to review and acceptance by the County. Once the Contractor's Quality Control Plan has been accepted by the County it shall become part of this contract. Deviation from the Quality Control Plan without the expressed written approval of the County shall place the Contractor in default of this contract (see Article 78, Suspension and/or Termination of Work and/or Contract).
- (2) The Contractor shall perform the quality control plan approved by the County and shall insure that all work and requirements of the contract are met as specified.

- (3) The Contractor is required to maintain quality control over supplies, manufacturers, products, services, site conditions, and workpersonship, to produce work of specified quality. In addition, the Contractor shall:
 - a. Designate an employee responsible for ensuring quality.
 - b. Comply with industry standards except where more restrictive tolerances or specified requirements indicate more rigid standards or more precise workpersonship.
 - c. Notify the Department when the Contractor believes substantial completion has been achieved.
 - c. Participate in County inspections and verifications as required. Perform and validate corrective actions, in a timely manner, resulting from identified deficiencies.
- (4) The Contractor shall deliver two (2) copies of its quality control plan to the County not later than 10 days from date of contract award.

H. Performance Evaluation Meetings:

The Contractor shall meet with the County representative as requested during contract performance. Mutual effort will be made to resolve any problems identified. Written minutes of these meetings shall be prepared by the County. The minutes shall be signed by County designated representative and the Contractor. Should the Contractor not concur with any minutes, the Contractor shall so state in writing and the differences will either be corrected to reflect mutual agreement, or if an agreement cannot be reached, the Contractor's statement will be filed with the minutes of the meeting.

I. Standards:

Contractor shall meet the standards set forth by the Technical Specifications and all other applicable regulations, codes, directives, equipment specifications, and manufacturer's instructions and recommendations inclusive of equipment or vehicles, supplies, parts, or materials utilized to provide the required work.

J. Electrical Equipment

All Contractor equipment utilizing County electrical sources must meet UL standards and be compatible with existing circuits. Contractor shall prevent operation, or attempted operation, of equipment which requires electrical power exceeding the capacity of existing circuits.

K. Material Storage:

All materials stored at work sites shall be stored in a manner that precludes any safety or health risk to the public. Hazardous materials or waste as defined by Federal Standard 313A shall be handled in accordance with Environmental Protection Agency Federal Regulations, State Department of Health, and Department of Transportation procedures.

8. WORK REQUIREMENTS:

The Contractor shall:

- A. Acquire materials and use them to create the desired finished products.
- B. Determine all materials required for each Work Order from plans, specifications, statements of work, instructions, etc.
- C. Consult with all interested parties at pre-work and other conferences, necessary to resolve problems and disseminate project information.
- D. Maintain close coordination with the Project Manager or a designated representative on matters relating to work in progress. Perform all laboratory and field tests, as directed by the County's representative, to demonstrate compliance with work specifications.
- E. Perform preliminary walk-through inspections with user and inspectors to identify punch list items and discrepancies prior to final inspection. Walk-through inspections may be waived by the County.
- F. At the final inspection, be prepared to answer any questions on operations and use of the facilities or equipment.

9. OTHER REQUIREMENTS:

The Contractor shall:

- A. Provide all documentation required to fully establish the scope of work including but not limited to shop drawings, sketches and or specifications related to the proposed project. This documentation will be provided for the purpose defining scope, obtaining permits, and assisting the County in determining the best possible solution for repair and remodel issues.

All documents, shop drawings, and "as-built" drawings will be prepared such that the drawings meet all the requirements of Local, State, and Federal regulations, codes, and directives. The contractor shall also provide as necessary the forms, studies, and other documentation required by the codes and agencies.

- B. Ensure that all services conform strictly to the guides and criteria outlined in contract specifications. In case of uncertainty of detail or procedure, the Contractor should request additional instruction from the County.
- C. Visit all sites of proposed work, making the measurements necessary to delineate the extent, character, and type of work required at the project sites.
- D. At the Contractor's expense, as part of his/her factors, the documentation noted above, shall be prepared and reviewed as necessary to ensure its compliance with all applicable laws and regulations.
- E. Prepare a Construction Schedule as follows:

- 1. General

The Contractor shall provide a Construction Schedule for the Work in accordance with the requirements in the following paragraphs.

- a. Construction Schedule shall be compatible with "Primavera Project Planner for Windows" (P3) version 1.1 or later, or Suretrack, (unless otherwise directed by the County), and employ the Critical Path Method (CPM) for the planning, scheduling and reporting of the Work to be performed under the Contract.
- b. Construction Schedule shall portray all significant activities of the project including each trade or operation and major materials. Submittals of shop drawings, equipment data, procurement of materials and required approvals, by the

Contractor and the County shall be indicated. Each activity shall have a duration not to exceed twenty (20) working days.

2. Submittal of Schedule

- a. Contractor shall submit the Construction schedule within seven (7) calendar days after receipt of the Project Notice to Proceed (NTP). 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 the entire job performed within the specified contract time. A backup P3 3 1/2" diskette of the schedule shall also be submitted.
- b. 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.
- c. The schedule will be reviewed by the County. The Contractor shall modify the schedule, when requested by the County and resubmit the schedule for concurrence.
- d. The schedule shall be revised at no additional cost to the County and resubmitted for review when:
 - 1. changes to Contract affect Contract completion time.
 - 2. "slippage" occurs because of procurement delays, rain, strikes and other delays.
 - 3. any activities are modified from previous submittal.
 - 4. delay on initial non-critical items is of such magnitude as to change the critical path.

3. Preparation of Schedule

- a. The schedule shall be a composite reflection of the exact job requirements needed to carry out all phases of work and to complete the work in accordance with the Contract Documents.
- b. The schedule shall indicate the sequence of activities planned, the area within the facility of the work activity, logic ties or interdependence of the activities, and the time estimated in working days to perform each activity.

- c. Each activity in the schedule, shall include the following information: Activity Designation/Number; Duration; Calendar ID; Early start date; Late start date; Early finish date; Late finish date; Identification of activities which comprise the critical path for completion.
- 4. Time impact analysis for scope modifications, delays, and contractor requests
 - a. When Scope Modifications (including Proposed Scope Modifications) are initiated, delays are experienced, or the Contractor desires to revise the Construction Schedule, the Contractor shall submit to the County a narrative describing the impact of the Scope Modification, delay or Contractor request on the current Contract completion date, Each Time Impact Analysis shall include a schedule analysis demonstrating how the Contractor proposes to incorporate the Scope Modification, delay or Contractor request into the Construction Schedule. The narrative Time Impact Analysis shall delineate the time impact based on the date the Scope Modification (including a Proposed Scope Modification) is given to the Contractor or the date the delay occurred; the status of construction at that point in time; and the time computation of all affected activities. The activity times used in the Time Impact Analysis shall be those included in the latest Construction Schedule Update or as adjusted by mutual agreement.
 - b. Activity delays shall not automatically mean that an extension of the Contract Time is warranted or due the Contractor. It is possible that a Scope Modification or delay will not affect existing critical activities or cause non-critical activities to become critical. A Scope Modification or delay may result in only absorbing a part of the available total float thereby not causing any effect on the Work Order Completion Date.
 - c. Float is not for the exclusive use or benefit of either the County or the Contractor. Contract Time extension will be granted only to the extent the equitable time adjustment to the activity or activities affected by the Scope Modification or delay exceeds the Work Order Completion Date.

- d. Four (4) copies of each narrative Time Impact Analysis shall be submitted within seven (7) calendar days after the commencement of a delay or the notice of direction for a Scope Modification (including a Proposed Scope Modification) is given to the Contractor.
- e. In cases where the Contractor does not submit a Time Impact Analysis within seven (7) calendar days, it is mutually agreed that the particular Scope Modification (including a Proposed Scope Modification) delay or Contractor requested does not require a Work Order Completion Time extension.
- e. Approval or rejection of each narrative Time Impact Analysis by the County shall be made within seven (7) calendar days after receipt of each Time Impact Analysis unless subsequent meeting and negotiations are necessary. Upon approval, a copy of the Time Impact Analysis signed by the County shall be returned to the Contractor, and incorporated into the Construction Schedule at the next monthly Schedule Update.
- f. Time Impact Analysis related to Contract Time extension and/or Scope Modification work shall be incorporated into and attached to the applicable Scope Modification(s).

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 ensure 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. The provisions of this paragraph shall not be construed as prohibiting work on Saturdays, Sundays, and holidays, if the Contractor so elects and gives reasonable notice to the County.

6. Performance Monitoring

- a. The County may elect throughout or at any time during the Project to record the number of workers and construction equipment working on each schedule activity in each area of the Project and give a copy of this log to the Contractor who shall be responsible for advising the County, without additional cost to the County, of any error in this work history, in writing, within seven (7) calendar days of receipt of same.
- b. The information will be used by the County in its evaluation of the adequacy of the Contractor's performance and on-site manpower staffing, as well as in evaluation of any Contractor claims.

10. ORDERING PROCEDURES:

- A. As the need exists for performance under the terms of this contract, the County will notify the Contractor of an existing requirement.
- B. Upon receipt of this notification, the Contractor shall respond to the needs of the County within two working days by:
 - 1. Establishing verbal contact with the County to further define the scope of the requirement, and
 - 2. Visiting the proposed work site in the company of a County representative, and participating in the conduct of a scope validation site visit and conference (Joint Scope Meeting) which will include discussion and establishment of the following:
 - a. Project number and title
 - b. Existing site conditions
 - c. Methods and alternatives for accomplishing work
 - d. Definition and refinement of requirements
 - e. Detailed scope of work
 - f. Requirements for sketches, shop drawings, etc.
 - g. Tentative work schedule
 - h. Staging areas & site access
 - i. Special conditions regarding unique facility operations
 - j. Safety requirements

- C. Upon completion of the scope validation meeting, the County Representative will issue a Request for Proposal which requires that the Contractor prepare a Proposal for the work under consideration. The Contractor does not have the right to refuse to perform any task or any work in connection with a particular Project.
- D. Processing Time Limits
1. Request for Proposal Submittal. The contractor shall submit the Work Order Proposal for the project on or before the due date stated in the Request for Proposal (RFP). Time shall be 14 days maximum unless otherwise specified. To the extent that the County is aware that the RFP contains Non Pre-Priced Tasks and has already requested the JOC Consultant to price those Non Pre-Priced Tasks for this Agreement or for a different agreement, the RFP will so inform Contractor and will either contain the pricing information for those Non Pre-Priced tasks to the extent that information has already been received by the County, or will inform Contractor when County anticipates receiving that pricing information.
 2. Request for Pricing Non Pre-Priced Tasks. Contractor shall make a thorough analysis of each Work Order to determine if there are any Non Pre-Priced Tasks required within the scope of the Work Order not already identified by the RFP. If Contractor determines there are one or more Non Pre-Priced Tasks not identified by the RFP, Contractor shall complete and submit to the County's Project Manager a completed Unit Price Book Addendum form for each item of work within 7 days after issuance of any RFP. Submission of one or more Request for Pricing of Non Pre-Priced Task forms shall in no way extend the Proposal due date unless deemed necessary by the County's Project Manager.
 3. Request for Information Submittal. The contractor shall make a thorough analysis of each Work Order and submit all Requests for Information (RFI's) within 7 days after issuance of any RFP. Submission of RFI's shall in no way extend the Proposal due date unless deemed necessary by the County's Project Manager.
 4. Proposal Review. Contractor's project manager or agent shall be available for proposal review meetings within 24 hours of being notified by the County (via faxes, e-mail, telephone, etc.). After review of the Proposal, the contractor shall remove all inappropriate line items and adjust quantities as directed by the County's project manager.

5. Proposal Modification. The Contractor shall submit a revised Proposal within 24 hours of proposal review meeting (unless otherwise specified). Upon review of a revised Proposal, the contractor shall remove all line items or adjust quantities deemed inappropriate by the County's Project Manager and re-submit the proposal with 24 hours. No new line items may be added to the Proposal. No quantities increased or added modifiers will be accepted unless agreed to by the County during the second proposal review meeting.
 6. Enforcement. Processing time limits described herein are of the essence of this contract. Failure to comply with these time limits may result in termination of the contract.
- E. The Contractor will prepare the Proposal in accordance with the following:
1. Prepriced work requirements. Pre-Priced work requirements will identify the type and number of work units required from the Unit Price Book. The price per unit set forth in the Unit Price Book shall serve as the base price for the purpose of the operation of this article. The Contractors Proposal shall include support documentation to indicate that adequate investigation for the requirement has been done, and that the work units proposed are reasonable for the tasks to be performed. Documentation to be submitted with the Proposal shall include, but not be limited to, a Price Proposal, shop drawings, sketches, calculations, catalog cuts, specifications, and renderings.
 2. Non Pre-Priced Task Work Requirements. The unit price for a Non Pre-Priced Task shall be researched and generated by the JOC Consultant. in the same manner as a Pre-Priced Task. The unit prices generated by the JOC Consultant . for Non Pre-Priced Tasks shall be binding on Contractor and County in the same manner as for Pre-Priced Tasks. This newly priced Non Pre-Priced task shall immediately become part of the Unit Price Book and shall thereafter be treated as a Pre-Priced Task for use in any work order. Further, once a Non Pre-Priced task is priced in the above manner on any other County JOC contract, that newly priced task shall immediately become part of the Unit Price Book and shall thereafter be treated as a Pre-Priced Task for use in any work order under this Agreement.

The County's determination as to whether an item is a Pre-Priced task or Non Pre-Priced task shall be final, finding and conclusive on the Contractor.

3. Time for submittal of the Contractor's Proposal for individual requirements will normally be five (5) working days unless otherwise identified in the individual Request for Proposal.
 4. Each Price Proposal shall state the agreed upon requirements and fixed price of performance, the item number, description, quantity, unit price and extended price (i.e. unit price times number of units) separated between Pre-Priced and Non Pre-Priced units and separated between regular and overtime efforts; applicable Adjustment Factors, and totaled to include the firm-fixed price for the Work Order. Each Proposal shall also include an electronic version of the Price Proposal, any plans/material submittals as required, a construction schedule, a list of subcontractors, and backup for Non Pre-Priced Tasks as applicable.
 5. By submitting a signed Price Proposal to the Project Manager, the Contractor is agreeing to accomplish the Work outlined in the RFP for that Work Order. It is the Contractor's responsibility to include the necessary scope items in the Price Proposal prior to issuing it to the Project Manager. Errors and omissions in the Price Proposal shall be the responsibility of the Contractor.
- F. The County will evaluate the Proposal and compare it with the independent County estimate of the same Work to determine the reasonableness of approach. Each proposal will be reviewed in detail for appropriateness of quantities and items selected. The County will determine whether the Contractor's Proposal is acceptable.
- G. The Contractor may choose the means and methods of construction; subject however, to the County's right to reject any means and methods proposed by the Contractor that:
1. Will constitute or create a hazard to the work, or to persons or property;
 2. Will not produce finished Work in accordance with the terms of the Contract; or
 3. Unnecessarily increases the price of the Job Order when alternative means and methods are available.

- H. The County reserves the right to reject a Contractor Proposal based on unjustifiable quantities, performance periods, inadequate documentation, or other inconsistencies on the Contractor's part. The County also reserves the right to not award a Work Order if County's requirement is no longer valid. In these instances, the Contractor has no right of claim to recoup proposal expenses. The County may pursue continuing valid requirements where agreement was not reached with the Contractor by other means.
- I. If it so chooses, the County may issue a Notice to Proceed for the Work Order, to include the firm fixed price of the Work Order and the Work Order Completion Time. All clauses of this Contract shall be applicable to any Work Order issued hereunder.
- J. Changes to the Scope of Work. When changes to the Scope of Work are identified, the County will create a new Supplemental Work Order to be issued in accordance with these same ordering procedures. The County will submit to the Contractor a RFP with a Detailed Scope of Work to accommodate the changes only, the Contractor will prepare a Proposal, and once approved by the County, a new Work Order will be issued.
 - 1. Credits for Pre-Priced and Non Pre-Priced Tasks shall be calculated at the pre-set Unit Prices and multiplied by the appropriate Adjustment Factors. The result is that a credit for Tasks that have been deleted from the Detailed Scope of Work will be given at 100% of the value at which they were included in the original Work Order Price Proposal.
- L. Proceed Order. If, in the opinion of the Department, it is in the County's best interest and it is deemed necessary to proceed with a Work Order, and time precludes a full Proposal cycle or the parties fail to reach an agreement, the County may order the Contractor to proceed (Proceed Order) on the basis of a not-to-exceed price. If a Proceed Order is issued, the Contractor shall submit a Proposal in accordance with the RFP, but in no case later than thirty (30) days after completion of the Work.
- M. Unilateral Work Order. If a Proceed Order has been issued and the Contractor has failed to submit a Proposal or the parties fail to reach an agreement, the County may issue a Unilateral Work Order. Compensation for the Work shall be in accordance with the Unit Price Book and terms and conditions of the Contract. The issuance of a Unilateral Work Order will not prejudice any of the Contractor's rights to make claims or appeal disputed matters. If the Contractor objects to a Unilateral Work Order, Contractor shall state, in writing, specific objections to, or specific points of disagreement with the Unilateral Work Order within thirty (30) days of receipt of such Work Order.

11. MEASUREMENTS TO BE VERIFIED:

Before ordering any material or doing any work, the Contractor shall verify all measurements at the site of a specific Work Order, and shall be responsible for the correctness of same. No extra charge or compensation will be allowed on account of difference between actual dimensions and the measurements indicated in the RFP. Any difference which may be found shall be submitted to the Project Manager for consideration before proceeding with the work.

12. CAUTION TO CONTRACTORS:

The Contractor is cautioned in regard to proposals for Work Orders to be issued hereunder that when the word approximate is used in conjunction with measurements, quantities, dimensions, etc., it is the Contractors' responsibility to verify any and all such items prior to submission of the proposal. Contractors are also cautioned that any Work Order awarded is for all services or work, as necessary, to repair, and remodel the facilities covered by the contract in accordance with all contract terms and conditions. It shall also be the duty and responsibility of the Contractor to manage, and conduct the required work in the most effective and efficient manner possible and meet or exceed minimum critical rates or standards. In addition the Contractor is cautioned that no claims for additional moneys will be entertained when such claim is based upon a contention the contract fails to mention a specific item or component of facility covered by contract and the work is required in the normal course of operations. For example, surfaced area repair statements may not mention culverts. However, culverts are a normal component of roads, streets, or erosion controls and are shown on plots or maps provided. As culverts are a normal component of the system, the Contractor shall be responsible for providing all necessary repair or replacement work or service.

13. SCHEDULING WORK:

As part of the required scope validation site visit and conference, the Contractor and the County will agree on a sequence of work; means of access to premises and building; space for storage of materials and equipment; work and materials and use of approaches; use of corridors, stairways, elevators, and means of communications and the location of partitions, eating spaces, and restrooms for Contractor's employees. The Contractor will be responsible for taking these factors into consideration when developing his Proposal and schedule.

14. NOT USED:

15. 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.

16. 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. Work Orders (including Detailed Scope of Work)
 - 3. Addenda and Notices to Bidders in reverse chronological order
 - 4. County-Contractor Agreement
 - 5. Project Manual
 - 6. Unit Price Book
 - 7. Pricing of Non Pre-Priced Tasks prepared by the JOC Consultant.
 - 8. Technical Specifications
 - 9. Performance Bond
 - 10. 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.

17. STANDARD SPECIFICATIONS:

- A. Where these specifications or the Building Code stipulate that a material shall conform to the American Society for Testing Materials (A.S.T.M.) 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 in the specifications, including any amendments thereto.

18. RECORD DRAWINGS (AS-BUILT RECORDS); REFERENCE MATERIALS:

- A. The Contractor shall maintain a set of Contract Documents, when applicable, on the Project Site for record documents. The Contractor shall furnish and maintain on-site reference material including at least one copy of all applicable codes referenced in the Contract Documents necessary for the performance of the work specified. Upon acceptance of the Project, the Contractor shall then turn over to the County all copies of the referenced materials and codes.
- B. Additionally, the Contractor shall promptly advise the County of any observations during contract performance of deficiencies in record drawings. In the event subsurface utility lines are located in other than locations indicated in record drawings, County will be promptly advised of the observation. For subsurface utility lines placed or moved by the Contractor, actual locations shall be included in a revised record drawing, and the revised drawing will include, by offset dimensions to two permanently fixed surface features, the end of each run, including each change in direction. Valve, splice boxes, and similar appurtenances shall be located by dimensioning along the utility run from a reference point. The average depth below the surface of each run shall also be recorded. For structures or facilities affected by work under this contract, the Contractor, at the time of Substantial Completion, shall submit to the County "as-built prints" showing the aforementioned data. For structures or facilities which the County may take temporary possession or use of prior to Substantial Completion of the Work, the County may request and the Contractor shall furnish the "as-built prints" at the time of such temporary possession or use. In the event the Contractor fails to maintain the record drawings as required herein, the

County will consider that satisfactory progress has not been achieved under the work order.

- C. Contractor payments are contingent upon the record drawings being maintained in a current status, in as much as the inspector will not approve full payment unless record drawings are current.
- D. As a condition precedent to the certifying of the final payment under the contract, the Contractor shall submit complete record documents to the County.

19. WORK SCHEDULE:

- A. All time limits stated in the Contract Documents are of essence to the Contract. The Contractor shall prosecute the work at such time and in such manner that Completion of the work shall occur in accordance with the County-approved construction schedule, including authorized adjustments thereto.
- B. The term "day" when used in the Contract Documents shall mean calendar day unless otherwise specifically designated.

20. COUNTY'S RIGHT TO DELAY COMMENCEMENT OF WORK:

The Department, on behalf of the County, shall have the right to direct the Contractor to withhold actual commencement of the work and the Contractor shall comply with such instructions when issued. (The Contractor shall be granted an extension of the completion time of the Work Order equal to the number of working days delay caused to Contractor pursuant to Contractor's compliance with such instructions.)

21. 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 corrective action's affect. All incomplete work orders shall be included on this schedule.

22. OBSERVATION:

- A. All work shall meet with the approval of the Department and shall be completed in conformity with the Contract Documents.
- B. The Department or its representative shall have access to the work at all times. The Contractor shall furnish all facilities for inspection at the site, and at shops or yards, and shall not cover up any work requiring inspection until the same has been approved by the Department. If work should be covered up before being inspected, the Contractor shall 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 shall be given access to the work at all times. Such access shall not be subject to restrictions which are not directly related to the provision and maintenance of health and safety.
- D. Contractor may be issued a "Notice of Non-Compliance" for any portion of the contract work that does not satisfy the requirements of the Work Order and Specifications. No work subject to a "Notice of Non-Compliance" 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 noncompliant. 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 may be issued if the contract work has not been executed in full-compliance with the Work Order and Specifications. The Contractor is responsible for bringing all work subject to an Inspection Notice into full compliance with the Work Order 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 Work Order and Specifications.

23. PERMITS LICENSES AND INSPECTIONS:

- A. Except as provided in D & E below, the Contractor shall obtain and pay for all permits required for the work. Further, the Contractor shall obtain and pay for

all permits incidental to the work or made necessary by Contractor's operation. The Contractor shall obtain all building permits through the Department of Public Works, 900 S. Fremont, Alhambra, CA 91803. The contractor will be reimbursed for all direct costs of permits without mark-up. The Contractor must submit the direct cost of all permits and inspection in the Proposal. Any permit and/or inspection fees not included in the Proposal will not be reimbursed by the County. The County is not responsible for any re-inspection(s) required due to the Contractor's failure to pass initial inspection(s).

- B. The Contractor will be required to obtain a County business license to perform the work under this contract.
- C. 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 Department of Public Works.
- D. Exclusive of off-site inspection specified to be the County's responsibility, the Contractor shall arrange and pay for all off-site inspection of the work including certification thereof required by the specifications, drawings, or by governing authorities.
- E. 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.
- F. The County will not pay any costs for licenses required in the performance of the work. The Contractor shall assume this responsibility in total.
- G. The County will inspect the Work for code compliance as part of permits pulled. The County will provide this inspection at no additional cost for the first inspection and for re-inspection. If the Contractor is unable to correct defective work after one re-inspection, the County may charge the Contractor for these re-inspections. The cost of these inspections will be at a rate of \$143.00 per hour. The cost of these re-inspections will be deducted from the Contractor's payment.

24. TEST:

A. County's responsibilities

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 shall 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.

25. 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 the work 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 Work Order Price.

- C. Warranties required by the Contract Documents, as discussed in Article 54 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.

26. 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 Work Order Price or the Work Order Completion Time, under the applicable scheduling and cost provisions of this Contract.

27. CONTRACTOR'S WORKFORCE:

Except as hereinafter specified and otherwise authorized by the County, the Contractor shall self-perform with his own organization and trade labor forces employed by him/her not less than fifteen percent (15%) of the total amount of actual Work performed at the site under this Contract, computed on the basis of cost. The Contractor's overhead, on-site trailer, standard General Conditions type of cost (i.e. site clean-up, traffic control, site maintenance, etc.) superintendent and administrative support costs or material purchased for use on the work by others are some of the cost item that will not be considered toward the fifteen percent (15%) goal for Contractor's work performed on site. The Contractor shall designate the Construction Specification Institute Division trade work the Contractor will perform under this Contract. The Contractor may subcontract this designated CSI section if the Contractor fulfills the 15% requirement or with the approval of the County. The Contractor shall require each Subcontractor to familiarize himself with all provisions of the Contract which may affect the Work.

28. 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.

29. RIGHT OF FIRST REFUSAL FOR EMPLOYEMENT OPENINGS:

- A. Should Contractor require additional or replacement personnel after the effective date of the contract to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified permanent County employees who are on a reemployment list during the life of the contract. Such offers of employment shall be in writing and shall be valid for a period of fifteen (15) days.

- B. Contractor shall not engage the services of other individuals until all such employees have been offered employment and have accepted, refused, or not responded within the fifteen (15) day period.
- C. Employment offers to qualified County employees shall be under the same conditions and rate of compensation that apply to other individuals who are employed or may be employed by Contractor.
- D. Contractor shall maintain record of each employment offer made to qualified County employees and other individuals. Such records shall include a description of the position and duties, rate of pay and fringe benefits, and whether the offer was accepted, rejected, or not responded to.
- E. County employees who are employed by Contractor under this clause shall not be discharged during the term of the contract except for cause.

30. 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.

31. HOURS OF WORK:

Work in excess of eight 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.

32. SATURDAY, SUNDAY, HOLIDAY AND OVERTIME WORK:

- A. No 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 Work Order 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 by utilizing the Other Than Normal Working Hours Adjustment Factor, where applicable.

33. PREVAILING WAGE SCALE:

- A. The Contractor shall comply with all provisions of the Labor Code of the State of California. However, if any Work Order is Federally assisted, then Federal labor standards, including the Davis-Bacon requirements, will be enforced.
- 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. If Federally assisted, then the U. S. Department of Labor will ascertain the prevailing hourly rate. However, if Federal and State wage rates are applicable, then the higher of the two will prevail.
- 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.

34. 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 sub-contractors.
- C. Contractor and sub-contractors 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 in Labor Code.

35. AFFIRMATIVE ACTION PLAN FOR EQUAL EMPLOYMENT OPPORTUNITY
FEDERAL REQUIREMENTS:

Timetable for the submission of the various required EEO and labor forms.

- A. The apparent low bidder/successful bidder/contractor shall file and secure from each listed subcontractor and file, with the County, each of the following

supplied certificates, forms and reports according to the instructions furnished for each and at the time shown below for each:

1. Upon Notification of Award:
 - a. Certificate of Non-Segregated Facilities (subcontracts under \$10,000 excluded).
 - b. Certificate with Regard to the Performance of Previous Contracts or Subcontracts Subject to the Equal Opportunity Clause and the Filing of Required Reports (contracts/subcontracts under \$10,000 excluded).
 - c. Statement of Workforce Needs.
2. Within ten (10) days of award of any subcontracts over \$10,000:
 - a. Contractor's Notification of Subcontracts Awarded.
3. Prior to commencement of construction:
 - a. Notice of Equal Employment Opportunity (subcontracts under \$10,000 excepted).
 - b. Certification for Applicable Fringe Benefits Payments
 - c. Federal Lobbying Certification (subcontracts under \$10,000 excepted)
 - d. County Lobbying Certification.
 - e. Contractor's Notice of Section 3 Commitment (Contracts under \$100,000 excepted)
4. During the Construction Period:
 - a. Form WH-347, County of Los Angeles Weekly Payroll Report (subcontracts under \$2,000 excepted).
 - c. Form CC257, monthly Employment Utilization Report (subcontracts under \$10,000 excepted).

- d. Attachment to SF Form 257, Contractor's list of. Federal and Non-Federal work in Bid Condition Area (Los Angeles County). (Subcontracts under \$10,000 excepted.)
 - e. Certificate of Understanding and Authorization (required when Statement of Compliance is signed by a designated person).
 - 5. Upon hiring or contracting with a Section 3 resident or business firm (Contracts under \$100,000 excepted):
 - a. Section 3 Resident Certification
 - b. Section 3 Business Certification
 - 6. Upon completion of construction (Contracts under \$100,000 excepted):
 - a. Section 3 Compliance Report
- B. The Contractor shall have posted at the construction site prior to and during construction the following:
 - 1. Equal Employment Opportunity poster
 - 2. Labor Poster
 - 3. Department of Labor Wage Decision

36. FEDERAL EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS:

All contractors and subcontractors whose contracts are in excess of \$10,000 must comply with Executive Order 12466 of OCTOBER 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR part 60).

- A. Equal Opportunity Clause. During the performance of this contract, the contractor agrees as follows:
 - 1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, or national origin,, The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to race, color, sex, or national origin, Such action shall include,

but not be limited to, the following: Employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order 11246 of OCTOBER 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order 11246 of OCTOBER 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted contracts in accordance with procedures authorized in Executive order 11246 of OCTOBER 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules,

regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive order 11246 of OCTOBER 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a mean of enforcing such provisions, including sanction for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

B. Notice of Requirement For Affirmative Action To Ensure Equal Employment Opportunity (Executive Order 11246).

1. The offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for, the contractor's aggregate work force in each trade on all work in the covered area, are as follows:

Timetables	Goals for Minority Participation for Each Trade	Goals for Female Participation in Each Trade
From JULY 1, 1980	28.3%	6.9%

- C. These goals are applicable to all the contractor's work (whether or not it is Federal or federally assisted) performed in the covered area. The contractor's compliance with the Executive Order and the regulation; in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required, the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4.

Compliance with the goal; will be measured against the total work hours performed.

1. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any subcontract in excess of \$10,000 at any tier for work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract and the geographical area in which the contract is to be performed.
 2. As used in this notice, and in the contract resulting from this solicitation, the “covered area” is the geographical area which comprises Los Angeles County, State of California.
- D. Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive order 11246).
1. As used in these specifications:
 - a. “Covered area” means the geographical area described in the solicitation from which this contract resulted;
 - b. “Director” means Director, Office of Federal Contract Compliance Programs, United States Department of Labor or any person to whom the Director delegates authority;
 - c. “Employer identification number” means the Federal Social Security number used on the Employer’s Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - c. “Minority” includes:
 1. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 2. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central of South American or other Spanish culture or origin, regardless of race);

3. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 4. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification);
2. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work: involving any trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitation from which this contract resulted.
3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, it's affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractor must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The contractor shall implement the specific affirmative action standards provided in paragraphs through (p) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each trade in which it has employees in the covered area. The contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of apprentices and trainees; to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made commitment to employ the apprentices and trainee at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The contractor shall take specific affirmative actions to ensure equal employment opportunity., The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant

and minority or female referral from a union, a recruitment source or community organization and what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the contractor may have taken.

- d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor minority person or woman sent by the contractor, or why the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs an apprenticeship and trainee programs relevant to the contractors employment needs especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under (7) (b) above.
- f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on a bulletin board; accessible to all employees at each location where work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligation under these specifications with any employee having any responsibility for hiring assignment, layoff, termination or other employment decisions including specific review of these items with on site supervisor personnel such as Superintendents, General Foremen, etc., prior to the initiation of work at any job site. A written record shall be made

and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and position of the subject matter.

- h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractor and subcontractors with whom the contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment sources, the contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and test to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority person and women and, where reasonable, provide after school, summer and vacation employment minority and female youth both on the site and in other areas of a contractors work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, Job classifications, work assignments and other personnel practices, do not have discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.

- n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female contractor; and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors, adherence to and performance under the contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations ((7) (a) through (p)). The efforts of a contractor association, joint contractor-union, contractor community, or other similar groups of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under (7) (a) through (p) of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in

violation of the Executive Order if a specific minority group of women is underutilized).

10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanction and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph (7) of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive order, the implementing regulations, or these specifications the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address telephone numbers, trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, -apprentice, trainee, helper, or laborer), dates of change in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed.

Records shall be maintained in an easily understandable and retrievable form, however, to the degree that existing records satisfy

this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
16. The Director, from time to time, shall issue goals and timetables for minority and female utilization which shall be based on appropriate work force, demographic or other relevant data and which shall cover construction projects or construction contracts performed in specific geographic areas. The goals, which shall be applicable to each construction trade, shall be published as notices in the Federal Register, and shall be inserted by the contracting officers and applicants, as applicable in the Notice required by 41 CFR 60-4.2. Covered construction contractors performing construction work in geographical areas where they do not have Federal Or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed.
17. Specific EEO Requirements. For a federally assisted construction contract in excess of \$10,000 the Contractor/subcontractor shall:
 - a. Forward the following EEO certification forms to the contract awarding authority prior to contract award: Certification of Non-segregated Facilities and Certification with Regard to the performance of Previous Contracts or Subcontracts Subject to the Equal Opportunity Clause and the Filing of Required Reports
 - c. Submit a notification of subcontracts awarded to the Director, Office of Federal Contract Compliance Programs, United States Department of Labor - ESA, 200 Constitution Avenue, NW, room C3325, Washington, excess of \$10,000, listing the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

- d. Send a notice of the Contractor's commitment to equal employment opportunity to labor unions or representatives of workers prior to commencement of construction work.
 - e. Display an equal employment opportunity poster in a conspicuous place available to employees and applicants for employment.
 - f. For contracts in excess of \$10,000, bind subcontractors to the Federal equal employment opportunity requirements by including the provisions of Paragraphs a through c, above, in the subcontract.
18. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
19. Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
20. 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 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)

37.

SECTION 3 DEFINITION OF TERMS:

- A. Housing and community development assistance means any financial assistance provided or otherwise made available through a HUD housing or community development program through any grant, loan, loan guarantee, cooperative agreement, or contract, and includes community development funds in the form of community development block grants, and loans guaranteed under Section 108 of the Housing and Community Development Act of 1974, as amended. Housing and community development assistance does not include financial assistance provided through a contract of insurance or guaranty.
- B. Housing development means low-income housing owned, developed, or operated by public housing agencies in accordance with HUD's public housing program regulations codified in 24 CFR Chapter IX.
- C. HUD YouthBuild programs mean programs that receive assistance under Subtitle D of Title IV of the National Affordable Housing Act, as amended by the Housing and Community Development Act of 1992, and provide disadvantaged youth with opportunities for employment, education, leadership development, and training in the construction or rehabilitation of housing for homeless individuals and members of low-and very low-income families.
- D. JTPA means the Job Training Partnership Act.
- E. Metropolitan area means a metropolitan statistical area, as established by the Office of Management and Budget.
- F. Neighborhood area means:
 - 1. For HUD housing programs, a geographical location within the jurisdiction of a unit of general local government (but not the entire jurisdiction) designated in ordinances, or other local documents as a neighborhood, village, or similar geographical designation.
 - 2. For HUD community development programs, a neighborhood is defined as:
 - a. a geographical location within the jurisdiction of a unit of general local government (but not the entire jurisdiction)

designated in ordinances, or other local documents as a neighborhood, village, or similar geographical designation;

- b. The Entire Jurisdiction of a unit of general local government which is under 25,000 population; or
 - c. A neighborhood, village, or similar geographical designation in a New Community (which term means a new community project approved by the United States Secretary of Housing and Urban Development under Title VII of the Housing and Urban Development Act of 1970 or Title IV of the Housing and Urban Development Act of 1968).
- G. New hires means full-time employees for permanent, temporary or seasonal employment opportunities.
- H. Nonmetropolitan county means any county outside of a metropolitan area.
- I. Recipient means any entity which receives Section 3 covered assistance, directly from HUD or from another recipient and includes, but is not limited to, any State, unit of government, public housing authority, Indian housing authority, Indian tribe, or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization, resident management corporation, resident council, or cooperative association. Recipient also includes any successor, assignee or transferee of any such entity, but does not include any ultimate beneficiary under the HUD program to which Section 3 applies and does not include contractors.
- J. Section 3 business concern means a business concern:
 - 1. That is 51 percent or more owned by Section 3 residents; or
 - 2. Whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern where Section 3 residents, or
 - 3. That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs 10 a) and 10 b) in this definition of Section 3 business concern.

K. Section 3 covered assistance means:

1. Public and Indian housing development assistance provided pursuant to Section 5 of the 1937 Act;
2. Public and Indian housing operating assistance provided pursuant to Section 59 of the 1937 Act;
3. Public and Indian housing modernization assistance provided pursuant to Section 14 of the 1937 Act;
4. Assistance provided under any HUD housing or community development program that is expended for work arising in connection with:
 - a. Housing rehabilitation (including reduction and abatement of lead-based paint hazards, but excluding routine maintenance, repair and replacement);
 - b. Housing construction; or
 - c. Other public construction project (which includes other buildings or improvements, regardless of ownership).

L. Section 3 Covered contract means a contract or subcontract (including a professional services contract) awarded by a recipient or contractor for work generated by the expenditure of Section 3 covered assistance, or for work arising in connection with a Section 3 covered project. "Section 3 covered contracts" do not include contracts awarded under HUD's procurement program, which are governed by the Federal Acquisition Regulation System. "Section 3 covered contracts" also do not include contracts for the purchase of supplies and materials. However, whenever a contract for materials include the installation of the materials, the contract constitutes a Section # covered contract. For example, a contract for the purchase and installation of a furnace would be a Section 3 covered contract because the contract is for work (i.e., the installation of the furnace) and thus is covered by Section 3.

M. Section 3 covered project means the construction, reconstruction, conversion or rehabilitation of housing including reduction and abatement of lead-based paint hazards), other public construction which includes buildings or improvements (regardless of ownership) assisted with housing or community development assistance.

N. Section 3 resident means:

1. A public housing resident; or
2. An individual who resides in the metropolitan area or nonmetropolitan county in which the Section 3 covered assistance is expended, and who is:
 - a. A low-income person, as this term is defined in Section 3 (b) (2) of the 1937 Act. This Section defines this term to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by HUD, with adjustments for smaller and larger families; or
 - b. A very low- income person, as this term is defined in Section 3 (b) (2) of the 1937 Act. This Section defines this term to mean families centum of the median family income for the area, as determined by HUD, with adjustments for smaller and larger families.

O. Service area means the geographical area in which the persons benefiting from the Section 3 covered project reside. The service area shall not extend beyond the unit of general local government in which the Section 3 covered assistance is expended.

38. SECTION 3 CLAUSE:

- A. The work to be performed under this contract is subject to the requirement of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U. S. C. 1701u (Section 3). The purpose of Section 3 is to ensure that reemployment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall to the greatest extent feasible, be directed to low- and very low- income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 Clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 Clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian- owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

39. SECTION 3 CONTRACT PROVISIONS FOR HOUSING AND COMMUNITY DEVELOPMENT ASSISTANCE:

Special Provisions. Bidders to a Section 3 covered contract shall pay particular attention to the following requirements and conditions in the special provisions.

- A. Policy. The purpose of Section 3 of the Housing and Urban Development Act of 1968, as amended, is to ensure that training, employment, contracting and other economic opportunities generated by HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, 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. Section 3 applies to training, employment, contracting and other economic opportunities arising in connection with the expenditure of housing assistance and community development assistance that is used for the following projects:
 - 1. Housing rehabilitation (including reduction and abatement of lead-based paint hazards, but excluding routine maintenance, repair and replacement);
 - 2. Housing construction; and
 - 3. Other public construction.
- B. Section 3 Obligation. Each recipient of Section 3 covered assistance in excess of \$200,000 is responsible for complying with Section 3 requirements in its own operations. Each recipient is also responsible for ensuring Section 3 compliance by its contractors and subcontractors if the amount of Section 3 covered assistance exceeds \$200,000 and the contract or subcontract exceeds \$1 00,000.
- C. Section 3 Goals. The recipient of Section 3 covered assistance in excess of \$200,000 and its contractors and subcontractors who have a contract in excess of \$1 00,000 shall, to the greatest extent feasible, meet the following goals.
 - 1. Training and Employment Goal: Employ Section 3 residents as a percentage of the aggregate new hires as indicated below:
 - a. Thirty percent in FY 1997 and continuing thereafter.

2. Contracts Goal: Award Section 3 business concerns:

- a. At least ten percent of the total dollar amount of all Section 3 covered contracts for building trades work arising in connection with housing rehabilitation, housing construction and other public construction.
- b. At least three percent of the total dollar amount of all other Section 3 covered contracts.

D. Preferences.

1. In housing and community development programs, preferences for Section 3 residents in training and employment opportunities shall be given, where feasible, in the following priority to:

- a. Section 3 residents residing in the service area or neighborhood in which the Section 3 covered project is located (category 1 residents);
- b. Participant in HUD YouthBuild programs (category 2 residents);
- c. Where the Section 3 project is assisted under the Stewart B. McKinney Homeless Assistance Act, homeless persons residing in the service area or neighborhood in which the Section 3 covered project is located shall be given the highest priority;
- d. Other Section 3 residents.

2. In housing and community development programs, preferences for Section 3 business concerns in contracting opportunities shall be given, where feasible, in the following priority to:

- a. Section 3 business concerns that provide economic opportunities for Section 3 residents in the service area or neighborhood in which the Section 3 covered project is located (category 1 businesses);
- b. Applicants selected to carry out HUD Youth Build programs (category 2 businesses); and

- c. Other Section 3 business concerns.

E. Bidders Efforts to Comply with Section 3 Requirements

1. Examples of the bidder's good faith efforts to offer training and employment opportunities to Section 3 residents.
 - a. Entering into "first source" hiring agreements with organizations representing Section 3 residents.
 - b. Sponsoring a HUD-certified "Step-Up" employment and training program for Section 3 residents.
 - c. Establishing training programs, which are consistent with the requirements of the Department of Labor, for public and Indian housing residents and other Section 3 residents in the building trades.
 - d. Advertising the training and employment positions by distributing flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) to every occupied dwelling unit in the housing development or developments where category 1 and category 2 persons reside.
 - e. Advertising the training and employment positions by posting flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) in the common areas or other prominent areas of the housing development or developments. For housing authorities, post such advertising in the housing development or developments where category 1 or category 2 persons reside; for all other recipients, post such advertising in the housing development or developments and transitional housing in the neighborhood or service area of the Section 3 covered project.
 - f. Contacting resident councils, resident management organizations, or other resident organizations, where they exist, in the housing development or developments where category 1 or category 2 persons reside, and community organizations in HUD-assisted neighborhoods, to request the

assistance of these organizations in notifying residents of the training and employment positions to be filled.

- g. Sponsoring (scheduling, advertising, financing or providing in kind services) a job informational meeting to be conducted by a housing authority or contractor representative or representatives at a location in the housing development or developments where category 1 or category 2 persons reside or in the neighborhood or service area of the Section 3 covered project.
- h. Arranging assistance in conducting job interviews and completing job applications for residents of the housing development or developments where category 1 or category 2 persons reside and in the neighborhood or service area in which a Section 3 project is located.
- i. Arranging for a location in the housing development or developments where category 1 persons reside, or the neighborhood or service area of the project, where job applications may be delivered to and collected by a recipient or contractor representative or representatives.
- j. Conducting job interviews at the housing development or developments where category 1 or category 2 persons reside, or at a location within the neighborhood or service area of the Section 3 covered project.
- k. Contacting agencies administering HUD YouthBuild programs, and requesting their assistance in recruiting HUD YouthBuild program participants for the housing authority's or contractor's training and employment positions.
- l. Consulting with State and County agencies administering training programs funded through JTPA or Joblinks, probation and parole agencies, unemployment compensation programs, community organizations and other officials or organizations to assist with recruiting Section 3 residents for the housing authority's or contractor's training and employment positions.
- m. Advertising the jobs to be filled through the local media, such as community television networks, newspapers or general circulation, and radio advertising.

- n. Employing a job coordinator, or contracting with a business concern that is licensed in the field of job placement (preferably one of the Section 3 business concerns), that will undertake, on behalf of the housing authority, other recipient or contractor, the efforts to match eligible and qualified Section 3 residents with the training and employment positions that the housing authority or contractor intends to fill.
 - o. For a housing authority, employing Section 3 residents directly on either a permanent or a temporary basis to perform work generated by Section 3 assistance. (This type of employment is referred to as "force account labor" in HUD's Indian housing regulations.)
 - p. Where there are more qualified Section 3 residents than there are positions to be filled, maintaining a file of eligible qualified Section 3 residents for future employment positions.
 - q. Undertaking job counseling, education and related programs in association with local educational institutions.
 - r. Undertaking such continued job training efforts as may be necessary to ensure the continued employment of Section 3 residents previously hired for employment opportunities.
 - s. After selection of bidders but prior to execution of contracts, incorporating into the contract a negotiated provision for a specific number of public housing or other Section 3 residents to be trained or employed on the Section 3 covered assistance.
 - t. Coordinating plans and implementation of economic development (e.g., job training and preparation, business development assistance for residents) with the planning for housing and community development.
2. Examples of the bidder's good faith efforts to award contracts to Section 3 business concerns.
- a. Utilizing procurement procedures for Section 3 business concerns similar to those provided in 24 CFR Part 905 for business concerns owned by Native Americans.

- b. In determining the responsibility of potential contractors, consider their record of Section 3 compliance as evidenced by past actions and their current plans for the pending contract.
- c. Contacting business assistance agencies, minority contractors associations and community organizations to inform them of contracting opportunities and requesting their assistance in identifying Section 3 businesses which may solicit bids or proposals for contracts for work in connection with Section 3 covered assistance.
- d. Advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information, in the common areas or other prominent areas of the housing development or developments owned and managed by the housing authority.
- e. For housing authorities, contacting resident councils, resident management corporations, or other resident organizations, where they exist, and requesting their assistance in identifying category 1 and category 2 business concerns.
- f. Providing written notice to all known Section 3 business concerns of the contracting opportunities. This notice should be in sufficient time to allow the Section 3 business concerns to respond to the bid invitations or request for proposals.
- g. Following up with Section 3 business concerns that have expressed interest in the contracting opportunities by contacting them to provide additional information on the contracting opportunities.
- h. Coordinating pre-bid meetings at which Section 3 business concerns could be informed of upcoming contracting and subcontracting opportunities.
- i. Carrying out workshops on contracting procedures and specific contract opportunities in a timely manner so that Section 3 business concerns can take advantage of upcoming contracting opportunities, with such information being made available in languages other than English where appropriate.
- j. Advising Section 3 business concerns as to where they may seek assistance to overcome limitations such as inability to obtain bonding, lines of credit, financing, or insurance.

- k. Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways to facilitate the participation of Section 3 business concerns.
- l. Where appropriate, breaking out contract work items into economically feasible units to facilitate participation by Section 3 business concerns.
- m. Contacting agencies administering HUD Youth build programs, and notifying these agencies of the contracting opportunities.
- n. Advertising the contracting opportunities through trade association papers and newsletters, and through the local media, such as community television networks, newspapers of general circulation, and radio advertising.
- o. Developing a list of eligible Section 3 business concerns.
- p. For housing authorities, participating in the "contracting with Resident-Owned Businesses" program provided under 24 CFR Part 963.
- q. Establishing or sponsoring programs designed to assist residents of public or Indian housing in the creation and development of resident-owned businesses.
- r. Establishing numerical goals (number of awards and dollar amount of contracts) for award of contracts to Section 3 business concerns.
- s. Supporting businesses which provide economic opportunities to low income persons by linking them to the support services available through the Small Business Administration, the Department of Commerce and comparable agencies at the State and local levels.
- t. Encouraging financial institutions, in carrying out their responsibilities under the Community Reinvestment Act, to provide no or low interest loans for providing working capital and other financial business needs.
- u. Actively supporting joint ventures with Section 3 business concerns.
- v. Actively supporting the development or maintenance of business incubators which assist Section 3 business concerns.

F. Submission of Evidence of Section 3 Responsiveness. The bidder's attention is directed to the requirement for submittal of one or more of the following with the bid proposal when a bid exceeds \$100,000. Failure to submit evidence of Section 3 responsiveness within 24 hours of bid opening will be grounds for finding the bidder nonresponsive to the Invitation for Bids.

1. Section 3 Business Certification Form: If a bidder claims qualification as a Section 3 business concern, the bidder shall submit a Section 3 Business Certification Form.
2. Section 3 Business Certification Form: If Section 3 qualification is based on its subcontracting activity, the bidder shall submit a Section 3 Business Certification Form for each Section 3 business concern with which it currently has a contract.
3. Section 3 Resident Certification Form: If a bidder claims qualification as a Section 3 business concern and employs and trains Section 3 residents, the bidder shall submit a Section 3 Resident Certification Form for each Section 3 resident currently employed.
4. Section 3 Economic Opportunity Plan: If a bidder seeks to comply with Section 3 requirements by meeting goals for training, employment and subcontracting, such compliance shall be presented in a Section 3 Economic Opportunity Plan and submitted with a bid proposal.
5. Any other information evidencing the bidders commitment to Section 3 goals for training, employment and subcontracting that satisfies the intent of 24 CFR Part 135, as determined by the contract awarding agency.

G. Section 3 Contract Award.

1. This is a HUD Section 3 contract and all bidders must address the Section 3 employment and contracting goals to be considered a Section 3 responsive bidder. A bidder who is not responsive to Section 3 requirements shall be considered a nonresponsive bidder to the Invitation for Bids. The contract will be awarded to a responsible, qualified Section 3 business concern with the lowest bid that is Section 3 responsive, provided that the bid amount is "reasonable," as defined in the following paragraph. If the bid of the responsible, qualified Section 3 business concern with the lowest bid is not "reasonable," as defined in the following paragraph, the contract awarding agency shall award the contract to the lowest Section 3

responsive bid of any responsive, responsible bidder. A Section 3 responsive bidder is one who qualifies as a Section 3 business concern or one who makes a commitment to meet the employment goal for Section 3 resident(s) and/or meet the contracting goals for Section 3 business firm(s).

2. In awarding the contract, preference may be shown to a Section 3 business concern who is a qualified bidder, provided that the bid amount is "reasonable." A "reasonable" bid is a bid that is not more than "X" higher than the lowest responsive bid received from any responsible bidder. If the lowest bid of a qualified Section 3 business concern is not "reasonable," as defined herein, the contract shall be awarded to the lowest responsive bid from any responsible bidder. (This requirement applies to contracts which exceed \$100,000.)
3. "X" is determined as follows:
 - a. When the lowest responsive bid is less than \$100,000, "X" is the lesser of 10% of that bid or \$9,000;
 - b. When the lowest responsive bid is at least \$100,000 but less than \$200,000, "X" is the lesser of 9% of that bid or \$16,000;
 - c. When the lowest responsive bid is at least \$200,000, but less than \$300,000, "X" is the lesser of 8% of that bid or \$21,000;
 - d. When the lowest responsive bid is at least \$300,000, but less than \$400,000, "X" is the lesser of 7% of that bid or \$24,000;
 - e. When the lowest responsive bid is at least \$400,000, but less than \$500,000, "X" is the lesser of 6% of that bid or \$25,000;
 - f. When the lowest responsive bid is at least \$500,000, but less than \$1 million, "X" is the lesser of 5% of that bid or \$40,000;
 - g. When the lowest responsive bid is at least \$1 million, but less than \$2 million, "X" is the lesser of 4% of that bid or \$60,000;
 - h. When the lowest responsive bid is at least \$2 million, but less than \$4 million, "X" is the lesser of 3% of that bid or \$80,000;
 - i. When the lowest responsive bid is at least \$4 million, but less than \$7 million, "X" is the lesser of 2% of that bid or \$105,000; and

- j. When the lowest responsible bid is \$7 million or more, "X" is 1.5% of the lowest responsive bid, with no dollar limit.

H. Section 3 Complaint Procedures. A complaint may be filed by Section 3 residents, Section 3 business concerns, or parties alleging noncompliance with the Section 3 regulations by the recipient or contractor. Complaints are reviewed and investigated by the Assistant Secretary for Fair Housing and Equal Opportunity and, where appropriate, voluntary resolutions are sought. Those complaints that are not resolved voluntarily can result in an administrative hearing. A complaint alleging a violation of Section 3 requirements shall be processed as follows.

- 1. A complaint must be filed with the Assistant Secretary for Fair Housing and Equal Opportunity, U.S. Department of Housing and Urban Development, Washington, DC, 20410.
- 2. A complaint must be received not later than 180 days from the date of the action or omission upon which the complaint is based, unless the time for filing is extended by the Assistant Secretary for good cause shown.
- 3. Each complaint must be in writing, signed by the complainant, and include:
 - a. The complainant's name and address;
 - b. The name and address of the respondent; and
 - c. A description of the acts or omissions by the respondent that is sufficient to inform the Assistant Secretary of the nature and date of the alleged noncompliance.
- 4. A complainant may provide information to be contained in a complaint by telephone to HUD or any HUD field Office, and HUD will reduce the information provided by telephone to writing on the prescribed complaint form and send the form to the complainant for signature.

I. Record Keeping

- 1. The contractor/subcontractor who meets the Section 3 threshold requirement shall maintain all records, reports, and other documents demonstrating its efforts to achieve the Section 3 goals for training and employment and for contracts.

This includes the contractor's subcontracting activities to achieve Section 3 goals. Such records shall identify the name and business address of each Section 3 subcontractor or vendor and the total dollar amount actually paid each Section 3 subcontractor or vendor with supporting documents.

2. Upon completion of the contract, the contractor/subcontractor who meets the Section 3 threshold requirement shall prepare a Section 3 Compliance Report and submit it to the contract awarding agency. Where the term of a contract extends beyond a fiscal year, the contractor/subcontractor shall submit a Section 3 Compliance Report to report Section 3 accomplishments during each fiscal year to the contract awarding agency.

40. EMPLOYMENT OF YOUTH IN PROJECTS FUNDED BY PROPOSITION "A":

- A. The County of Los Angeles encourages the employment of youth, to the maximum extent practical, from the community in which the project is located.
- B. Section 18(b) of Proposition A states that "All funds allocated pursuant to this order for projects involving the rehabilitation or restoration of beach, park, recreation, open space or natural lands shall be used to the maximum extent practical to employ youth from the community in which the particular rehabilitation or restoration project is being carried out. "Bidders shall demonstrate a good faith effort to employ youth in compliance with the requirements of the Proposition. Bidders shall complete the attached "Description of Efforts to Employ Youth Section" and submit as part of the Proposal on applicable Projects. County will evaluate the Contractor's good faith efforts based on the information provided in that form. The following is a list of service organizations that supply youths for employment:

California Conservation Corps (A State Agency and oldest Corps Program in California)

Camarillo Service District	(805) 484-4345
Pomona Service District	(909) 594-4206
Los Angeles Service District	(213) 744-2254
Community & Senior Citizens Services	
Work Force Programs	(213) 738-2705
Local Corps (A community non-profit organization)	
Los Angeles Conservation Corps	(213) 749-4301
Long Beach Conservation Corps	(562) 986-1249

Unskilled youth participants shall be considered trainees, not apprentices, and shall at all time work in conjunction with a skilled laborer. At no time shall youth participants be allowed to perform skilled or technical tasks on the construction of a project without proper skilled supervision.

- C. Wages. Youth eligible for employment must be between the ages of 14 and 24. In addition, employers must verify that youth under the age of 17 be in possession of a valid work permit before they are employed. Minimum Wage. The Contractor is required by federal wage regulations to pay all employees, at minimum, the prevailing hourly minimum wage rate.

Prevailing Wage. State or Federal prevailing wage regulations would apply if employers hire youth and give them the same work tasks as skilled, permanent employees. Youth hired to work on a project would be treated as trainees, and not be allowed to work on a task without direct supervision. Once a youth employee performs a task without supervision, the employer is subject to paying prevailing wage.

41. CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

- A. It is national policy to award a fair share of contracts to small and minority firms, women's business enterprise and labor surplus area firms. Accordingly, affirmative steps must be taken to assure that small and minority firms, women's business enterprises, and labor surplus area firms are utilized when possible as sources of supplies, equipment, construction, and services. Affirmative steps shall include the following:
1. Placing qualified small and minority business and women's business enterprises on solicitation lists;
 2. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
 3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
 4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

5. Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce, and;
 6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs 1 through 5 of this section.
- B. Grantees are encouraged to procure goods and services from labor surplus area.

42. CONTRACT: WORK HOURS AND SAFETY STANDARD ACT

Contractor (i.e., subcontractor) shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5) which is incorporated by reference in this contract.

43. PAYROLL RECORDS:

The Contractor shall comply with the requirements of Section 1776 of the Labor Code, State of California or with the Federal labor standards including Davis-Bacon, as spelled out in the Notice to Proceed. Maintain payroll records as enumerated in required. The Contractor and Contractor's subcontractors shall submit weekly to the County a copy of all certified payrolls indicating that the wage rates are not less than those determined by the State Division of Industrial Relations and/or the U. S. Department of Labor for the classifications set forth for each laborer or mechanic conform with the work he performed. Submission of a "Weekly

Payroll Report" (Form 347 or similar) and "Statement of Compliance" is required under this Contract. The Contractor shall be responsible for the submission of copies of payrolls for all subcontractors within seven (7) days after their payroll period. Failure of the Contractor to comply with these requirements to pay prevailing wages and to maintain certified payroll records may result in withholding from progress payment amounts for underpaid wages and penalties as authorized by the Labor Code.

44. DAVIS-BACON ACT:

Contractor (i.e., subcontractor) whose construction contracts are in excess of \$2,000 shall comply with the Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR part 5) which is incorporated by reference in this contract.

45. QUALITY 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 and reinstalled 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 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.

46. 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 site, 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 each individual Work Order.

47. 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 remodeled 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 repairs and payment for same.

48. LIST OF CONTRACTOS AND SUBLETTING WORK:

- A. No part of the work shall be done as piece work, nor shall it be let to a subcontractor after the execution of the notice to proceed 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 Articles 42 & 45 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 proposals, 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 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. In accordance with Public Contract Code Sections 4100 et seq. the contractor must list all subcontractors who shall perform in excess of 1/2 of one percent of the work on each Proposal. (See Subcontractors Section of the Instructions to Bidders.)

49. 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.

50. 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.

51. 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. He 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. He 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 for 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.

52. CONTRACTOR'S 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 work shall meet all requirements of all ordinances and laws applicable thereto.

53. 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 Work Schedule as approved with the proposal.
- C. The Contractor's Project Manager shall supervise and direct the Work in accordance with the Contract requirements. The Contractor shall be responsible for implementation of all construction means, methods, techniques, sequences, and procedures and for coordination of all portions of the Work.

Before starting the Work, the Contractor shall designate and submit for County's approval, in writing, the names of the Project Manager and the Superintendent who will be assigned to the Work, along with their qualifications and experience. A facsimile of the Project Manager's signature shall be submitted to the County.

The Contractor shall notify the County and obtain written approval for any change or reassignment of key personnel.

54. 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 County of Los Angeles, U. S. Department of Urban Housing Development, FEMA, the State of California, the Controller General of the United States or any other duly authorized representatives 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.

55. WARRANTY AND CORRECTIONS TO WORK

- A. In addition to any other warranties in this Contract, the Contractor warrants, except as provided in paragraph (J) of this Article, 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 work may be required during the work or the warranty period. The County is expressly authorized at County's option to apply any sums withheld from progress payments toward the cost of such corrections.
- C. This warranty shall continue for a period of one year from the date of Substantial Completion of the work. If the County takes occupancy of any part of the work before final acceptance, a warranty covering that specific portion of the work shall begin for a period of one year from the date the County takes Substantial Completion. 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, 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 equipment, material, workmanship, or design furnished.
- 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 run for 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 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 under paragraph (C) of this Article has expired, the County may bring suit at County's expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.
- J. 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 with respect to latent defects, gross mistakes, or fraud.
- L. The terms of this condition do not relieve the Contractor of any legal liability for defects discovered after one year from the date of occupancy. The obligation imposed by this condition shall survive termination of the contract.

56. FAILURE TO COMPLETE WORK ON TIME:

- A. Timely completion of Work Orders issued under this Contract is of the essence. Should the Contractor fail to substantially complete the work specified in the Work Order in accordance with the approved construction schedule, and provided the Contractor has not previously obtained a written extension of time from the County according to the General Conditions, a sum appropriate with the following schedule may be deducted from each succeeding request for payment as liquidated damages on each Work Order if applicable.

SCHEDULE FOR LIQUIDATED DAMAGES

Work Order Price	Liquidated Damages Per Day
Up to \$100,000	\$50.00 plus 0.1% of work order price
\$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

- B. The applicability of liquidated damages shall be clearly noted on the Request for Proposal for each Work Order. No liquidated damages shall apply if not noted on the Request for Proposal.

57. BONUS/PENALTY PROGRAM (OPTIONAL AT COUNTY'S DISCRETION):

At the discretion of the County, the County may identify priority projects for which a bonus/penalty will be issued, per the following provisions and as noted on the chart entitled Bonus/Penalty Program Schedule. Each Work Order with bonus/penalty provisions will include the work schedule duration agreed to during the scope validation site visit and conference. The Contractor shall be responsible for completing Phases 1, 2 and 3 within the time specified by the work schedule duration as follows:

Phase 1 – Proposal Phase

This phase will start when the Request for Proposal (RFP) is issued and will end when the Proposal from the Contractor is received by the County. The time allotted for the Contractor to prepare and submit a Proposal will be part of the overall work schedule duration.

Phase 2 – Proposal Review and Negotiation Phase

This phase will start when the Proposal is received by the County (at the end of Phase 1) and ends when negotiations have been successfully concluded and the Contractor has submitted a Proposal acceptable to the County. A total of seven (7) calendar days will be allotted for the County to review the Contractor's Proposal and to submit written comments back to the Contractor, which can be in the form of a marked-up Proposal. If the County's review of the Proposal exceeds seven (7) calendar days, the number of days in excess of seven (7) calendar days will be added to the work schedule duration. The time used by the Contractor for review and response to the County's comments, as well as arranging for and conducting negotiations, will be counted as part of the overall work schedule duration.

Phase 3 – Construction Phase

This phase will start when the written Notice to Proceed (NTP) for the Work Order is issued by the County (at the end of Phase 2) and will end when the entire Work Order is completed, including the Punch List items, and the project is signed off by the County as complete (Project Completion). During this phase, unless otherwise specified in the RFP, the County will return comments on any required submittal to the Contractor with seven (7) calendar days from receipt of the submittal. If the County's review of the submittal exceeds seven (7) calendar days, the number of days in excess of seven (7) calendar days will be added to the work schedule duration.

Bonus – The maximum allowed performance bonus, as noted below, will be specified in the RFP. The maximum bonus will be earned when project completion occurs at 85 percent (%) or less of the work schedule duration of the project. The maximum bonus will diminish proportionately each day to zero at the work schedule duration completion date.

Penalty – If the entire Work Order is not completed within the work schedule duration, penalties will be assessed. The penalty will increase from zero at the work schedule duration completion date and increase proportionately each day up to the maximum performance penalty allowed, which will occur at 115 percent (%) of the work schedule duration.

THE MAXIMUM BONUS-PENALTY ALLOWED WILL BE DETERMINED BY THE FOLLOWING:

- For Work Orders up to \$20,000 – 15% of the negotiated cost of the Work Order
- For Work Orders above \$20,000 and up to \$200,000 – 12% of the negotiated costs of the Work Order

- For Works Orders above \$200,000 – 10% of the negotiated cost of the Work Order

In addition to the penalty identified above and herein, Liquidated Damages will be assessed for the period of time beyond 115 percent (%) of the work schedule duration until the date of project completion.

58. DISRUPTION OF COUNTY SCHEDULED ACTIVITIES:

The Contractor shall not cause any disruption to a County Scheduled activity. The work will be coordinated with the County and will be accomplished in accordance with the schedule set forth in Work Orders issued hereunder. Schedule revisions shall be made known to the County on a timely basis.

59. TRUCKING:

The Contractor shall require that all trucks entering or leaving the project sites with loose materials be loaded and covered in a manner that will prevent dropping of materials on streets while in transit. Suitable tarpaulins shall be placed over the loads for materials subject to blowing.

60. TOILET FACILITIES:

Contractor's personnel will normally be permitted to use toilet facilities on premises subject to regulation and control of the County. In the event work is in a remote area or that toilet facilities are not available, adequate and suitable temporary facilities shall be provided by the Contractor.

61. ELEVATORS:

- A. Any temporary use of existing elevators shall be by arrangement with the County. Such use will be of an intermittent nature. The Contractor shall provide and maintain suitable and adequate protection covering for the elevator machinery, the hatchway entrance, and the interior of elevator during the periods of temporary use. Elevators shall not be loaded in excess of the rated capacity of the elevator.
- B. The County will bear the cost of electrical current for such temporary existing elevator usage. On completion of the work, the Contractor shall remove the protective coverings together with any resultant dirt and debris.

62. UTILITIES:

Utilities, such as electrical, water, sewage, etc., shall be provided by the County. The Contractor may be required to pay for these services at current rates. The County will identify service tie-in points but connections to these tie-in points shall be

the responsibility of the Contractor. The County shall not be liable for any claims for costs associated with temporary outages or unavailability of these utilities.

63. REGULATIONS:

The site of the contract work is on County property and all rules and regulations issued covering fire, safety, sanitation, severe weather conditions, admission to buildings, conduct of operations, etc., shall be observed by the Contractor, Contractor's employees, and subcontractors. The regulations include:

A. Fire Prevention.

Contractor's and subcontractor's employees shall be cognizant of, and shall comply with, all requirements for handling and storing combustible supplies and materials, daily disposal of combustible waste, trash, etc., in accordance with National Fire Code and National County of Fire Underwriters. The Contractor will require employees to become familiar with methods of activating building fire alarms.

B. Safety

All rules of safety which are or may be imposed upon the Contractor by Federal, State, or local code or regulation shall be effectively carried out in the performance of the work set forth herein. Contractor shall take proper safety and health precautions to protect the work, the Contractor's employees, the public and the property of others.

C. Sanitation

The Contractor is responsible for and shall maintain all areas used by the Contractor in performance of the contract in a clean, neat, orderly, sanitary, and safe condition. The premises shall be kept free from accumulation of waste material and rubbish resulting from work at all times. Combustible materials shall be removed daily.

D. Conduct

Contractor and Contractor's employees shall be subject to the same general rules of conduct while on County property that apply to County employees. The County reserves the right to refuse access to any Contractor's employee if the County determines it to be in the best interests of the County.

64. CONTRACTOR LIABLE AND RESPONSIBLE TO THE COUNTY

- A. The Contractor shall be held liable by the County for the performance of all the work provided for under this Contract. These specifications make no attempt to fix the scope of the work of the subcontractors or the responsibility

of any such subcontractors, it being understood that the Contractor shall fix the scope of all work and responsibilities of the subcontractors.

- B. Any disputes which may arise in this connection between the Contractor and any subcontractor must be settled between the parties concerned. The County and the Project Manager will not undertake or be in any way responsible for the settlement of such disputes.

65. ENVIRONMENTAL PROTECTION

- A. The Contractor shall be responsible to protect the environment of work areas as affected by this Contract. Contractor shall be responsible for the proper disposal of all solid, liquid, and gaseous contaminants and refuse in accordance with all federal, state, local codes and regulations.
- B. All chutes for refuse, and the like shall be covered or of such a design to fully confine the material to prevent the dissemination of dust.

66. PROTECTION OF WORK AND PROPERTY

- A. The Contractor shall continuously maintain adequate protection of all the Contractor's work from damage, and shall protect the County's property from injury or loss arising in connection with this Contract. The Contractor shall make good any such damage, injury or loss, except as may be directly due to or caused by agents or employees of the County.
- B. The Contractor shall adequately protect adjacent property as provided by law and the Contract Documents.
- C. The Contractor shall provide and maintain all passageways, guard fences, lights and other facilities for protection and security required by public authorities or local conditions.
- D. In an emergency affecting the safety of life, of the work, or of adjoining property of County, the Contractor, without special instructions or authorization from the Project Manager or County, is hereby permitted to act in at the Contractor's discretion to prevent such threatened loss or injury.
- E. Any compensation claimed by the Contractor on account of emergency work as set forth in D above shall be determined by agreement of the County and the Contractor.
- F. The Contractor shall carefully protect all trees, shrubs, and hedges, not specified as being removed, from injury during building work and pay for damages to same resulting from insufficient or improper protection.

- G. The Contractor shall send proper notice, make all necessary arrangements and perform all other services required for the care, protection and maintenance of all public utilities, including mail boxes, fire plugs, power and telephone poles and wires, and all other items of this character on or around the building site.
- H. Building materials, Contractor's equipment, and other supplies necessary to the project may be stored on the premises with approval of the Project Manager. This shall in no manner relieve the Contractor from full responsibility for such materials.
- I. Where materials are not sold or furnished in packages or containers, the Contractor, when requested by the Project Manager, shall obtain invoices from the manufacturer or its agents covering such materials showing the name and brand of the materials furnished, which invoices must be furnished to the Project Manager.
- J. In the event of accidental damage to or disruption of any of the County's equipment, utilities, or facilities by the Contractor or any of the subcontractors, or when life or property are endangered, the Contractor shall immediately take all necessary steps to replace/repair all pieces/parts of any damaged equipment/materials, make all necessary repairs and restore all services to normal. Further, the Contractor shall engage any and all required additional subcontractors, labor, individuals or other outside services, deemed necessary by the Project Manager, to operate on a continuous, "around-the-clock" basis until all restoration is complete. Also, the Contractor shall provide and install all required materials and equipment.
- K. All costs involved in making repairs and restoring disrupted services to normal shall be borne by the Contractor.

67. PROJECT SITE STORAGE

The Contractor shall store all supplies and equipment on project site(s) so as to preclude mechanical and climatic damage and maintain project sites in a neat and orderly manner at all times.

68. SITE PROTECTION

- A. The Contractor shall provide adequate climatic protection for the exposed part of buildings wherever work under this contract is performed.
- B. The Contractor shall cover equipment that is to remain in place within the area of contract operations and protect it against damage or loss. This includes equipment that is removed in the performance of work orders where directed for reuse in work as required by drawings and specifications. Equipment temporarily removed that is in good operating condition at the

time of removal shall be protected, cleaned and replaced equal to or better than its condition prior to its removal. Security for equipment or material that is to be reused and is removed for temporary storage at the work site shall be the sole responsibility of the Contractor. If the Contractor considers the equipment to be at risk after removal, arrangements should be made with the County for County storage while removed. Transportation to and from the County storage site shall be provided for and at the Contractor's risk. The Contractor shall remain responsible for continued suitability for reuse of any equipment so stored by the County.

69. NOISE CONTRAOL/ABATEMENT

- A. The Contractor shall comply with all applicable Federal, State and local laws, ordinances, and regulations relative to noise control.
- B. Contractor shall comply with all Federal State, and local laws, regulations, and standards regarding environmental pollution. All environmental protection matter shall be coordinated through the County.

70. SAFETY AND HEALTH

- A. General
 - 1. Applicable Publications: The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only:
 - a. Code of Federal Regulations (CFR);
 - b. OSHA General Industry Safety and Health Standards (29 CFR 1910), Publication V2206; OSHA Construction Industry Standards (29 CFR 1926). One source of these regulations is OSHA Publication 2207, which includes a combination of both Parts 1910 and 1926 as they relate to construction safety and health. It is for sale by the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402;
 - c. National Emission Standards for Hazardous Air Pollutants (40 CFR, Part 61);
 - d. Federal Standard (Fed. Std.); and
 - e. 313A Material Safety Data Sheets, Preparation and the Submission of work covered by this section.
- B. This section is applicable to all work covered by this contract.

- C. Definition of Hazardous Materials: Refer to hazardous and toxic materials/substances included in Subparts H and Z of 29 CFR 1910; and to others as additionally defined in Fed. Std. 313. Those most commonly encountered include asbestos, polychlorinated biphenyls (PCBs), explosives, lead, radon and radioactive material, but may include others. The most likely products to contain asbestos are spray-on fireproofing, insulation, boiler lagging, and pipe covering.
- D. The County reserves the right to halt work on any project where hazardous materials are suspected to be present. This stoppage will allow for proper testing and the development of a corrective action plan.
- E. All persons working with hazardous materials shall be certified for the hazards with which they are working, including the Contractor's Superintendent.
- F. Asbestos
 - 1. THE CONTRACTOR IS WARNED THAT EXPOSURE TO AIRBORNE ASBESTOS HAS BEEN ASSOCIATED WITH FOUR DISEASES: LUNG CANCER, CERTAIN GASTROINTESTINAL CANCERS, PLEURAL OR PERITONEAL MESOTHELIOMA AND ASBESTOSIS. Studies indicate there are significantly increased health dangers to persons exposed to asbestos who smoke, and further, to family members and other persons who become indirectly exposed as a result of the exposed worker bringing asbestos-laden work clothing home to be laundered.
 - 2. The Contractor is advised that friable and/or non-friable asbestos-containing material may be encountered in area(s) where contract work is to be performed. Friable asbestos-containing material means any material that contains more than one percent asbestos by weight that hand pressure can crumble, pulverize or reduce to powder when dry. Non-friable asbestos-containing materials are materials in which asbestos fibers are bound by a matrix material, saturant, impregnant or coating. Non-friable asbestos-containing materials do not normally release airborne asbestos fiber during routine handling and end-use. However, excessive fiber concentrations may be produced during uncontrolled abrading, sanding, drilling, cutting, machining, removal, demolition or other similar activities.
 - 3. Care must be taken to avoid releasing or causing to be released, asbestos fibers into the atmosphere where they may be inhaled or ingested. The Occupational Safety and Health Administration (OSHA) has set standards at 29 CFR 1910.1001 for exposure to airborne concentrations of asbestos, fibers, methods of compliance, medical surveillance, housekeeping procedures, and other measures that

must be taken when working with or around asbestos-containing materials. 29 CFR 1910.1001 has been identified as applicable to repair or remodeling (29 CFR 1926.55 gases, vapors, fumes, dusts and mists). The Environmental Protection Agency (EPA) has established standards at 40 CFR 61.140-156 for the control of asbestos emissions to the environment and the handling and disposal of asbestos wastes.

4. Friable asbestos containing materials are not permitted by current criteria and shall not be used in repair, remodeling or modification projects (ETL 1110-1-118, 27 May 1983). Plans and specifications for all repair or remodeling projects will be reviewed to ensure that the use of friable asbestos-containing materials is not called for.
5. Maintenance, modification, or demolition activities where exposure to asbestos dust may occur from previously installed friable or non-friable asbestos-containing material will be identified. All precautions, to include proper work practices, medical surveillance, respiratory protection, industrial hygiene, and environmental protection requirements of OSHA (29 CFR 1910.1001), EPA (40 CFR 61.140-156) and DA Circular 40-834, as applicable, shall be strictly adhered to. (If Cal-OSHA requirement are more stringent regarding Asbestos the Contractor shall follow the Cal-OSHA guidelines).

G. Petroleum Based Paints, Solvents, and Cleaners

1. The use of sealers, cleaners, paints, etc. containing petroleum distillates is discouraged and are approved only when no other suitable alternative is available.
2. The UPC Coordinator or custodial supervisor will review with the contractor's representative, a complete list of all sealers, cleaners, paints, etc., that are to be used during the contract.
3. The contractor will submit a written request for all petroleum based products to be used. The request will indicate the amount to be used, labels of the products to be used, time of day/week when the products will be applied, and how the area will be ventilated.
4. The UPC Coordinator or supervisor will approve all requests. If questions exist on the safe use and application of the substance as outlined by the contractor, an engineering testing lab under contract with Public Buildings will be consulted.
5. The UPC Coordinator or supervisor will assess whether or not concurrent air sampling by an engineering testing lab is justified.

6. Use of such materials by in-house personnel is also discouraged. All use of sealers, cleaners, paints, etc., containing petroleum distillates by in-house personnel will be approved by the appropriate section chief. The section chief will review application procedures, and if appropriate, schedule completion of the work on overtime/weekends.
7. All department employees must be aware of the efforts of the products they use, or approve use for use, both to themselves and to other personnel near their work areas.

H. 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 laws and regulations. The Contractor shall provide at its expense all safeguards, safety devices and protective equipment, and shall take any and all appropriate action to provide a safe jobsite.

I. Project Safety Official

The Contractor shall designate in writing a Project Safety Official who will be at the job site 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 Department to direct the cessation of all Work activities and operations at no cost to the County until such time as the Contractor is in compliance.

J. 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 subcontractors 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 Regulations pertaining to multi-employer work sites. The County may deduct from any payment otherwise due to the Contractor any cost 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.

71. COMPLIANCE WITH CLEAN AIR AND WATER ACTS

During the performance of this Contract, the Contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

- A. A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any non-exempt contract or subcontract is not listed on the List of Violation Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
- B. Agreement by the Contractor to comply with all the requirement of Section 114 of the Clean Air Act, as amended, (42 USC 1867c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 US 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulation and guidelines issued thereunder.
- C. A stipulation that as a condition for the award of the Contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indication that a facility utilized, or to be utilized for the Contract, is under consideration to be listed on the EPA List of Violation Facilities.
- D. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph 1 through 4 of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

72. ENERGY CONSERVATION:

Contractor (i.e., subcontractor) shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163). In addition, the Contractor shall;

- A. Use lights only in areas where work is actually being performed.
- B. Turn off faucets, valves, and equipment after required usage has been accomplished.

- C. Not use County telephones for personal reasons nor make any toll or long-distance calls.

73. SALVAGE AND SALVAGE DISPOSAL:

- A. The material and equipment which are removed or disconnected and, which the County desires to retain but which are not specified for immediate reuse, shall remain the property of the County. The County representative shall be informed of the presence of the property and disposition instructions shall be requested.
- B. Debris, rubbish, hazardous waste, and non-usable material resulting from the work under this contract to which the County does not claim a further interest as a result of the preceding paragraph, shall be disposed of by and at the expense of the Contractor at a location off County property. Hazardous wastes must be disposed of in accordance with the Resource Conservation and Recovery Act and state and local regulations. The contract Adjustment Factor includes the cost of standard clean-up, including final cleanup on each individual Work Order.

74. SITE PREPARATION AND CLEANUP:

The Contractor shall:

- A. Coordinate with the County on a sequence of procedures for gaining access to the premises, space for storage of materials and equipment, work of materials, use of approaches, corridors stairways, and similar features of a structure. This coordination is required prior to commencement of work at a time directed by the County.
- B. Move the furniture and portable office equipment in the immediate work area to a designated location prior to start of work, and replace these items to their original location upon completion of the work. The Contractor will be liable for damages incurred while moving furniture and equipment, and be responsible for contacting appropriate agencies for movement of vending machines. If the work required by the work order will not allow furniture and portable office equipment to be replaced to its original positions, the County will be notified and new locations will be designated by the County for replacement of the furniture and equipment by the Contractor.
- C. Work of materials and equipment and accomplishment of work shall be made with a minimum of interference to operations and personnel.
- D. The work shall, so far as practicable, be done in definite sections or divisions and confined to limited areas. Work shall be completed in the section before work in other sections or divisions is started.

- E. Perform clean up and site restoration prior to final walk-through inspection. All projects shall be delivered in a clean, orderly and usable condition.

75. ACCESS TO BUILDINGS:

- A. It shall be the Contractor's responsibility, through the Project Manager and appropriate building superintendent, to obtain access to buildings and facilities and arrange for the buildings to be opened and closed. It shall be the Contractor's responsibility to arrange for adequate security of the building(s) at the end of each work day and on weekends.
- B. It is the responsibility of the Contractor to prohibit the opening of locked areas by the Contractor's employees to permit the entrance of persons other than the Contractor's employees engaged in the performance of assigned work in those areas.
- C. Provisions associated with this clause may be applied at the subcontractor level when authorized by the Project Manager.

76. COUNTY-FURNISHED EQUIPMENT/MATERIALS:

- A. From time to time the County may elect to supply its own materials and/or equipment for a specific project. In those cases the Contractor shall provide transportation of any County furnished equipment/materials included on the Work Order. The equipment/materials will be transported from the County storage area to the work site indicated on the Work Order. The Contractor assumes the risk and responsibility for the loss or damage to County-furnished property. The Contractor shall follow the instructions of the County's representative regarding the disposition of all County-furnished property not consumed in performance of a Work Order.
- B. The Unit Price Book included in this contract was developed on the basis that the Contractor would furnish all equipment and materials to accomplish the requirements of the contract. It is agreed between the parties that from time to time, it may be advantageous for the County to furnish equipment and/or materials for an individual Work Order. In such event, it is agreed that unit prices for Non-Pre-Priced Tasks will be priced using the Normal Working Hours or Other Than Normal Working Hours Adjustment Factor as defined per Work Order. The unit price for a Non-Pre-Priced Task shall be researched and generated by the JOC Consultant in the same manner, and using the same methodologies as a Pre-Priced Task. The unit prices generated by the JOC Consultant for Non-Pre-Priced Tasks shall be binding on Contractor and County in the same manner as for Pre-Priced Tasks. This newly priced Non Pre-priced task shall immediately become part of the Unit Price Book and shall thereafter be treated as a Pre-Priced task for use in any work order. Further, once a Non Pre-Priced task is priced in the above manner on any other County JOC contract, that newly priced task shall

immediately become part of the Unit Price Book and shall thereafter be treated as a Pre-Priced Task for use in any work order under this Agreement.

77. SHOP DRAWINGS AND SUBMITTALS:

- A. Shop Drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures and other data which are prepared by the Contractor or any subcontractor, manufacturer, supplier or distributor, and which illustrate some portion of the work.
- B. Samples are physical examples furnished by the Contractor to illustrate materials, equipment or workmanship, and to establish standards by which the work will be judged.
- C. The Contractor shall review, stamp with his approval and submit, with reasonable promptness and in orderly sequence so as to cause no delay in the Work or in the work of any other Contractor, all Shop Drawings and Samples required by the Contract Documents. Shop Drawings and Samples shall be properly identified as specified, or as the Project Manager may require. At the time of submission, the Contractor shall inform the Project Manager in writing of any deviation in the Shop Drawings or Samples from the requirements of the Contract Documents.
- D. By approving and submitting Shop Drawings and Samples, the Contractor thereby represents that the Contractor has determined and verified all field measurements, field criteria, materials, catalog numbers and similar data, or will do so, and that the Contractor has checked and coordinated each Shop Drawing and Sample with the requirements of the work and of the Contract Documents.
- E. The Project Manager will review and approve Shop Drawings and Samples with reasonable promptness so as to cause no delay, but only for conformance with the design concept of the Work Order and with the information given in the Contract Documents. The Project Manager's approval of a separate item shall not indicate approval of an assembly in which the item functions.
- F. The Contractor shall make any corrections required by the Project Manager and shall resubmit the required number of corrected copies of Shop Drawings or new Samples until approved. The Contractor shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections requested by the Project Manager on previous submission.
- G. The Project Manager's approval of Shop Drawings or Samples shall not relieve the Contractor of responsibility for any deviation from the requirements of the Contract Documents unless the Contractor has informed the Project Manager in writing of such deviation at the time of submission

and the Project Manager has given written approval to the specific deviation, nor shall the Project Manager's approval relieve the Contractor from responsibility for errors or omissions in the Shop Drawings or Samples.

- H. No portion of the work requiring a Shop Drawing or Sample submission shall be commenced until the submission has been approved by the Project Manager. All such portions of the work shall be in accordance with approved Shop Drawings and Samples.
- I. Cross out any items on sheets which constitute information not pertaining to the equipment specified. Clearly mark all components which are provided as "optional" by the manufacturer and required hereinafter. Failure in compliance with the above will result in disapproval of Shop Drawings.

78. PERSONAL AND PROPERTY DAMAGE

- A. Until the work is completed and accepted by the County, the Contractor shall assume all risks and bear all losses that may result from any cause, to the work and to existing structures and equipment, and to other property located on the premises or adjacent thereto. Contractor shall assume all damage or injury that may result to all such property and/or to persons where such damage or injury is caused in connection with Contractor's work or is due to Contractor's negligence or to Contractor leaving open or unprotected portions of streets or other property.

Contractor agrees to indemnify, defend and save harmless County, its Board of Supervisors, agents, and the awarding entity and trustee from and against any and all liability, expense, including legal fees and claims for damages of any nature whatsoever, personal injury, or property damage arising from or connected with Contractor's negligent, willful or unlawful actions, operations or services hereunder including any Worker's Compensation suits, liability, or expense arising from or connected with all work pursuant to this contract.

- B. Contractor shall save, defend, pay on behalf of, keep and bear harmless the County and its agents and the awarding entity and trustee from and against any and all claims, demands, suits, damages, costs or expenses for injury or death to employees of Contractor or Contractor's subcontractors by reason of claims under the California Safe Place Statutes or similar acts or regulations pertaining to safety of premises or equipment or by reasons of failure of Contractor to eliminate unsafe conditions in the work site, equipment, or areas used by employees of Contractor or Contractor's subcontractors.

79. INDEMNIFICATION:

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, errors, and omissions arising from and/or relating to the Contract. This indemnification does not apply to liability caused by the active negligence of the County. 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 Contract. The Contractor shall, if required by the County at any time during the term of this Contract, add The Los Angeles County Regional Park and Open Space District to the list of Indemnified Parties as an additional insured, for certain work orders issued during the term of this contract at no additional cost to the County.

80. 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 Public Works Department, Business Relations and Contracts Division, Contracts Section II, 900 S. Fremont Ave., 8th Floor, Alhambra, CA 91803, prior to commencing services under this Agreement. Such certificates or other evidence shall:

1. Specifically identify this Agreement.
2. Clearly evidence all insurance required in this Agreement.
3. Contain the express condition that the County is to be given written notice 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 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 a statement to the additional insured endorsement required in item (4), stating "It is further agreed that the insurance afforded by this policy is primary to any insurance or self-insurance programs maintained by the additional insured and the additional insureds insurance and self-insurance programs are excess and noncontributing to the Named Insureds insurance."
6. Confirm deductibles or self-insured retentions shall not exceed \$25,000. 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:VII, 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. Failure to Maintain Coverage.

Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of the contract upon which the County may immediately terminate or suspend this Agreement. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs for such insurance and charge the Contractor for any additional amounts due (if any).

81. GENERAL INSURANCE REQUIREMENTS:

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. Installation Floater. Such coverage shall:

1. Insure against damage from perils covered by the Causes-of-Loss Special Form (ISO form CP 10 30), and the perils of earthquake, flood, risk of transit loss, loss during storage (both onsite and offsite) and collapse 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.
2. Cover all property to be installed (including labor) for the full contract value (without coinsurance) against loss or damage until completion and acceptance by the County.
3. A Contractor can substitute a blanket builder's risk policy for the full contract value in place of an installation floater.

B. General Liability Insurance.

Such coverage shall be written on ISO policy form CG 00 01 or its equivalent with limits of not less than \$1,000,000 per occurrence, \$2,000,000 policy aggregate and \$2,000,000 products/completed operations aggregate.

C. Automobile Liability insurance.

Such coverage shall be written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1,000,000 for each accident. Such insurance shall include coverage for all "owned," "hired" and "non-owned" automobiles, or coverage for "any auto."

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.

In all cases, the above insurance shall include Employers Liability coverage with limits not less than:

Each accident:	\$1 million
Disease — policy limit:	\$1 million
Disease — each employee:	\$1 million

82. PERFORMANE SECURITY REQUIREMENTS (BONDS):

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 United States Department of the Treasury's Listing of Approved Sureties Treasury (Circular 570) and is satisfactory to the County, and it shall pay all premiums and costs thereof and incidental thereto (see www.fms.treas.gov/c570/).

Each bond shall be signed by both the Contractor (as Principal) and the Surety. The Contractor shall give two surety bonds with good and sufficient sureties: the first in the sum of not less than 100% of the Maximum Contract Value to assure the payment of claims of material men supplying materials to the Contractor, subcontractors and mechanics and laborers employed by the Contractor on the Work and the second in the sum of not less than 100% of the Maximum Contract Value to assure the faithful performance of the Contract.

- A. The "Materials and Labor Bond" (or "Payment Bond") shall be so conditioned as to insure 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.
- B. The "Bond for Faithful Performance" 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 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. 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.

Should any surety or sureties upon said bonds or any of them become insufficient or be deemed unsatisfactory by the County, said Contractor shall replace said bond or bonds with good and sufficient sureties within 10 days after receiving notice from the County that the surety or sureties are insufficient or unsatisfactory.

No further payment shall be deemed due or will be made under this Contract until the new sureties shall qualify and be accepted by the County.

83. 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.

84. DISCREPENCIES, INTERPRETATIONS AND OMISSIONS:

Should the Contractor find any discrepancy, omission, violation of applicable codes, or be in doubt as to the meaning of the Contract Documents, the Contractor shall stop work in progress, if that work is affected by the particular discrepancy, omission or interpretation needed, and obtain direction from the Project Manager. The Contractor shall be held responsible for any loss or damage where there is a doubt as to what is required when proceeding with the work without consulting the Project Manager.

85. ASSIGNMENT

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.

86. 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

87. COPYRIGHTS:

The awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:

- A. The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and
- B. Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

88. SUSPENSION AND/OR TERMINATION OF WORK AND/OR CONTACT:

- 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 payment and any applicable Liquidated Damages. The amount 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 that are properly chargeable to the terminated portion of the Work.
- 2. The reasonable costs of 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 develop Proposals properly and diligently in substantial accord and compliance with the Request for Proposal issued by the Project Manager; (b) to reach agreement with the County on the means, methods, and quantities to accomplish a specific Detailed Scope of Work, (c) to commence the work within the time specified in the construction schedule, (d) to prosecute the work or any separable part with the diligence that will ensure completion in accordance with the construction schedule, including any extensions/adjustment made thereto, (e) to provide sufficient and properly skilled workmen or proper materials or equipment to complete the work in an acceptable manner and without delay, (f) to promptly pay its subcontractors, laborers, and materialmen, (g) to perform any of Contractor's other obligations under this Contract, or (h) 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. 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 written 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) 9740914 or (800) 544-6861.
3. Among other items, such improper consideration may take the form of cash, discounts, service, 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.

89. LIMITATION OF LIABILITY:

- A. This project may be awarded by or the contract may be assigned to a joint powers authority or a non-profit corporation established by the awarding entity. Bonds, certificates of participation, or other evidences of indebtedness will be issued by a joint powers authority or non-profit corporation or the awarding entity or the County, for the purpose of completing 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 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.

90. ACCEPTANCE OF FINAL PAYMENT AS RELEASE:

The acceptance by the Contractor of final payment shall be and shall operate as a release to the awarding entity and County 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 awarding entity, County, and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor or Contractor's Sureties from any obligation under this contract or the Performance and Payment Bond.

91. 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.

92. 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.

93. 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.

94. REQUEST FOR PAYMENTS:

A. The Contractor must certify by letter, when requesting full payment, that:

1. The amounts requested are only for performance in accordance with the specifications, terms and conditions of the subject contract; and
2. Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with sub-contract agreements.

B. The Contractor must certify by letter, when requesting partial payment, that:

1. The amounts requested are only for performance in accordance with the specifications, terms and conditions of the subject contract.
2. Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with sub-contract agreements.
3. This request for progress payments does not include any amounts which the prime Contractor intends to withhold or retain from a subcontractor or supplier except those amounts withheld or retained in accordance with the terms and conditions of the subcontract.

95. PAYMENTS TO CONTRACTOR:

A. Requests for payment must be submitted to the Project Manager at least five (5) days prior to the approval date. Payments shall be made on inspected and approved work only.

If an individual Work Order is scheduled for Completion within 45 days or less, the County will make one payment to the Contractor after completion and acceptance of all work contained under the Work Order. For Work Orders scheduled for a performance period of greater than 45 days, the County will consider a request for partial payments to the Contractor.

The Contractor shall submit to the Project Manager three (3) copies of the pay request on a form approved by the County and a CBE subcontractor work distribution form in sufficient time as may be required by the Project Manager so that the Project Manager may inspect the work done, certify the request and forward the Contractor's requisition for approval and payment.

- B. When partial payments are made under this Contract, 10 Percent (5%) of each requested and approved payment will be retained. The retainage will be released upon completion of the Work Order as requested by the Project Manager. As provided for in Section 2230 of the California Government Code, the contractor may substitute securities for any monies withheld by the County to ensure performance under the contract.
- C. The Contractor agrees that the signature on the pay request forms as herein prescribed constitutes a sworn statement, and that all materials and/or labor represented by amounts indicated after each item of material and labor have been paid by the Contractor.
- D. After the first payment and before making any other payment to the Contractor, the County may require that the Contractor shall produce and deliver to the County satisfactory proof or evidence that all labor performed and materials furnished up to the date of the preceding statement have been fully paid for and that as of the said date, no claims exist if that be the fact. This partial release of claim must be executed with the same formality as this Contract.
- E. Upon receipt of a stop notice, the County shall withhold from the Contractor an amount of money sufficient to cover the potential cost of the stop notice and the reasonable cost of any associated litigation. In order to satisfy the requirement of a stop notice, the County shall refuse to release funds held in escrow.

96. PAYMENTS TO SUBCONTRACTORS:

The Contractor must pay all subcontractors and suppliers within ten (10) calendar days of receipt of payment for that portion of the work by Los Angeles County.

97. 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 use Primavera Expedition 9.1 (or the latest version) to prepare and submit progress payments unless otherwise instructed by the Director.

98. COUNTY FURNISHED SOFTWARE:

County furnished software will be provided to the Contractor for use as a tool to assist with expedient preparation of proposals in response to Los Angeles County needs. This software will contain an electronic version (copy) of the Unit Price Book, which can be accessed on the equipment provided by the Contractor to locate and select desired items from the Unit Price Book. Once the desired items are selected, the software provides for selection of quantities and based on the selected quantities, will extend and total Unit Price Book costs for each proposal. The software will also permit introduction of Non Pre priced items and the application of the multiplier.

99. TERMINATION FOR IMPROPER CONSIDERATION:

Not Used.

100. LOBBYING OF COUNTY OFFICIALS:

The Contractor and each County lobbyist of County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by the Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter Section 2.160. Failure on the part of the Contractor or any County lobbyist or County lobbying firm retained by the Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this contract upon which the County may immediately terminate or suspend this Contract.

101. 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.

102. RESTRICTIONS ON LOBBYING OF FEDERAL OFFICIALS:

Contractor (i.e., subcontractor) shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 United States Code section 1352) and any implementing regulations and shall be responsible for insuring that all subcontractors of funds provided under this Agreement also comply with all such certification and disclosure requirements.

103. COPELAND "ANTI-KICKBACK" ACT:

Contractor (i.e., subcontractor) shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3) which is incorporated by reference in this contract.

104. BACKGROUND AND SECURITY INVESTIGATIONS:

- A. At the discretion and request of the County, all Contractor personnel performing work under any Work Order may be required to undergo and pass, to the satisfaction of the County, background and security investigation(s) as a condition of beginning and continuing work under such Work Order. The County may request that such investigation(s) be conducted periodically during the term of the Work Order.
- B. Notwithstanding the forgoing, all Contractor personnel requiring access to Court facility or other requesting Organizations shall undergo and pass such background and security investigation(s) prior to obtaining such access.
- C. The investigation(s) required by the previous paragraphs shall be at the Contractor's expense and shall be conducted by an investigation organization licensed by the State of California. The investigation(s) may consist of a background and fingerprint check with the Los Angeles County Sheriff's Department, the California Department of Justice, the Federal Bureau of Investigation, and the National Crime Information Center. The Contractor shall instruct, and hereby authorize the investigation organization to submit the results of the investigation(s) directly to the County.
- D. The standards used by the County in making a determination of "pass" or "does not pass" will generally be the standards used by the County for placement of County employees in sensitive positions. However, the County reserves the right to use higher standards for Contractor personnel for individual projects, or portions thereof, and/or for access to specific locations.

- E. A Court and/or County Organization may immediately deny or terminate Court and/or County facility access to Contractor personnel who do not pass such investigations(s) to the satisfaction of the Court and/or County Organization, or whose background or conduct is incompatible with Court and/or County facility access, as determined in the sole discretion of the Court and/or County Organization.
- F. Any disqualification of any Contractor personnel pursuant to this Article shall not relieve the Contractor of its obligation(s) to complete all requirement of the Work Order.

105. COUNTY'S QUALITY ASSURANCE PLAN:

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 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.

* * *

SUPPLEMENTARY CONDITIONS

SUPPLEMENTARY CONDITIONS

1. PAYROLL RECORDS:

This Article shall supersede the General Conditions, Article 43;

- A. The Contractor shall comply with the requirements of Section 1776 of the Labor Code, State of California or with the Federal labor standards including Davis-Bacon, as spelled out in the Notice to Proceed. Maintain payroll records as enumerated in required. The Contractor and Contractor's subcontractors shall submit weekly to the County a copy of all certified payrolls (include the Job Work Order Number), indicating that the wage rates are not less than those determined by the State Division of Industrial Relations and/or the U. S. Department of Labor for the classifications set forth for each laborer or mechanic conform with the work he performed. Submission of a "Weekly Payroll Report" (Form 347 or similar) and "Statement of Compliance" is required under this Contract. The Contractor shall be responsible for the submission of copies of payrolls for all subcontractors within seven (7) days after their payroll period. Failure of the Contractor to comply with these requirements to pay prevailing wages and to maintain certified payroll records may result in withholding from progress payment amounts for underpaid wages and penalties as authorized by the Labor Code.
- B. 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-base 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.

2. PAYMENTS TO CONTRACTOR:

This Article shall supersede the General Conditions, Article 95;

- A. Requests for payment must be submitted to the Project Manager at least five (5) days prior to the approval date. Payments shall be made on inspected and approved work only.

If an individual Work Order is scheduled for Completion within 45 days or less, the County will make one payment to the Contractor after completion and acceptance of all work contained under the Work Order. For Work Orders scheduled for a performance period of greater than 45 days, the County will consider a request for partial payments to the Contractor.

The Contractor shall submit to the Project Manager three (3) copies of the pay request on a form approved by the County and a CBE subcontractor work distribution form in sufficient time as may be required by the Project Manager so that the Project Manager may inspect the work done, certify the request and forward the Contractor's requisition for approval and payment.

- B. When partial payments are made under this Contract, Five Percent (5%) of each requested and approved payment will be retained. The retainage will be released upon completion of the Work Order as requested by the Project Manager. As provided for in Section 2230 of the California Government Code, the contractor may substitute securities for any monies withheld by the County to ensure performance under the contract.
- C. The Contractor agrees that the signature on the pay request forms as herein prescribed constitutes a sworn statement, and that all materials and/or labor represented by amounts indicated after each item of material and labor have been paid by the Contractor.
- D. After the first payment and before making any other payment to the Contractor, the County may require that the Contractor shall produce and deliver to the County satisfactory proof or evidence that all labor performed and materials furnished up to the date of the preceding statement have been fully paid for and that as of the said date, no claims exist if that be the fact. This partial release of claim must be executed with the same formality as this Contract.
- E. Upon receipt of a stop notice, the County shall withhold from the Contractor an amount of money sufficient to cover the potential cost of the stop notice and the reasonable cost of any associated litigation. In order to satisfy the requirement of a stop notice, the County shall refuse to release funds held in escrow.

3. 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)

4. INSURANCE COVERAGE REQUIREMENTS – AND LIMITS SPARTA (SERVICE PROVIDERS AND ARTISAN TRADESMAN ACTIVITIES) PROGRAM:

SPARTA is designed to provide commercial general liability, excess general liability, professional liability, and non-owned automobile liability coverage to tradesmen, artisans, contractors and service providers who would not otherwise be able to provide the insurance limits needed to successful bid and compete for public entity business opportunities.

Service providers interested in purchasing SPARTA coverage must contact Municipality Insurance Services, Inc., directly to obtain premium quotes, pay premiums, and receive certificates of insurance. Municipality Insurance Services, Inc., may be contacted toll free at (800) 420-0555 or by their website directly at www.2sparta.com.

5. EMPLOYMENT OF LAID-OFF COUNTY EMPLOYEES – SKILLED 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.

6. INSURANCE COVERAGE REQUIREMENTS—TYPES AND LIMITS:

This Article shall supersede the General Conditions, Article 81, Section A;

A. Installation Floater: Such coverage shall:

1. Insure against damage from perils covered by the Causes-of-Loss Special Form (ISO form CP 10 30), and the perils of earthquake (coverage limits of \$500,000 unless higher limits are required by County), flood, risk of transit loss, loss during storage (both onsite and offsite), and collapse during construction (without restricting collapse coverage to specified perils). If Project involves testing air conditioning systems, boilers, pressure vessels, major machinery or major electrical panels, policy shall include coverage for such testing.
2. Cover all property to be installed (including labor) for the full Contract value (without coinsurance and except for the earthquake coverage limit as indicated above) against loss or damage until completion and acceptance by the County.
3. A Contractor can substitute a blanket builder's risk policy for the full contract value in place of an installation floater.

7. FEDERAL EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS:

This Article shall be added to the General Conditions, Article 36, Federal Equal Employment Opportunity Requirements, Item A.

- A. 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.
- B. 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.

- C. The Contractor shall include the provisions of the foregoing Paragraphs A.1. through A.10. in every subcontract, so that such provisions will be binding upon each Subcontractor performing Work required by this contract.

8. SPECIALTY CONSTRUCTION CIRCUMSTANCE:

All references to "Specialty Construction" in the Contract Documents shall also mean "Special Construction Circumstances".

9. PUBLIC WORKS CONTRACTOR REGISTRATION PROGRAM:

- A. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR).
- B. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement under Labor Code section 1771.1(a)].
- C. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- D. As of March 1, 2015, Public Works may not accept a bid or enter into a contract for public work with an unregistered contractor.
 - 1. DIR maintains an up-to-date listing of registered contractors.
 - 2. There are exceptions to the registration requirement for bidders in circumstances where a Contractors State License Board (CSLB) license would not be required at the time of bidding.
 - 3. Additional exceptions and protections are included in the registration laws to limit bid challenges, allow some violations to be cured through payment of penalty fees, and allow unregistered contractors to be replaced with registered ones.
 - 4. As of April 1, 2015, No contractor or subcontractor may work on a public works project unless registered with DIR.
 - 5. Effective Immediately: 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 www.dir.ca.gov/dlse/PublicWorks.html."

10. FURNISHING OF ELECTONIC CERTIFIED PAYROLL RECORDS TO LABOR COMMISSIONER:

- A. All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner. The phase-in timetable for this requirement is as follows:

June 20, 2014: Any project that was being monitored by the CMU/Labor Commissioner prior to the adoption of SB 854 will continue to be monitored by the Labor Commissioner afterward; and the contractors on those projects must continue to furnish certified payroll records to the Labor Commissioner until the project is complete.

April 1, 2015: For all new projects awarded on or after this date, the contractors and subcontractors must furnish electronic certified payroll records to the Labor Commissioner.

Anytime: For projects besides those listed above, the Labor Commissioner may at any time require the contractors and subcontractors to furnish electronic certified payroll records. The Labor Commissioner anticipates requiring this for green energy school projects that receive Proposition 39 funding.

January 1, 2016: The requirement to furnish electronic certified payroll records to the Labor Commissioner will apply to all public works projects, whether new or ongoing.

Exceptions: The Labor Commissioner may (but is not required to) excuse contractors and subcontractors from furnishing electronic certified payroll records to the Labor Commissioner on a project that is under the jurisdiction of one of the four legacy DIR-approved labor compliance programs (Caltrans, City of Los Angeles, Los Angeles Unified School District, and County of Sacramento) or that is covered by a qualifying project labor agreement.

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

11. COUNTYWIDE LOCAL AND TARGETED WORKER HIRE PROGRAM-
MANDATORY AND BEST EFFORTS (JOB ORDER CONTRACT

A. PROGRAM – MANDATORY AND BEST EFFORTS

1. For Work Orders in the amount of \$500,000 to \$2,500,000 the contractor must make a Best Effort to have 30% of the total construction labor hours performed by qualified Local Residents. For Work Order in the amount of \$2,500,001 or more it is mandatory that 30% of the total construction labor hours are performed by qualified Local Residents and 10% of the total construction labor hours are performed by Targeted Workers. At the time of work order issuance, each work order will indicate whether the requirement is “Not Applicable”, “Best Effort”, or “Mandatory”.
2. Contractor shall comply with requirements so forth in Exhibit A, Countywide Local and Targeted Worker Hire Program – JOC Work Order

* * *

ATTACHMENTS

JOC BID FORMULAS EXAMPLE TO DETERMINE LOW BID PRICE WITH

COUNTY PROGRAM PREFERENCE CONSIDERATION

ATTACHMENT 1

FORMULA TO DETERMINE LOW BID WITH SPECIALTY OR OSHPD AND GENERAL CONSTRUCTION JOC PROJECTS

Bidder's Example Factors		x	Factor Weight	=	Total
Bidder's Adjustment Factor - Normal Working Hours for Specialty or OSHPD JOC Projects:		1 . 2 0 0 0	x 2 5 %	=	0 . 3 0 0 0
Bidder's Adjustment Factor - Other than Normal Working Hours for Specialty or OSHPD JOC Projects:		1 . 2 5 0 0	x 2 5 %	=	0 . 3 1 2 5
Bidder's Adjustment Factor - Normal Working Hours for General JOC Projects:		1 . 1 0 0 0	x 2 5 %	=	0 . 2 7 5 0
Bidder's Adjustment Factor - Other than Normal Working Hours for General JOC Projects:		1 . 1 5 0 0	x 2 5 %	=	0 . 2 8 7 5
Composite Factor Total:					1.1750
Total Possible Contract Value: \$5,700,000.00					
Composite Factor Total:					<u>1.1750</u>
Contractor's Bid Total Price to Determine Low Bid without a Preference:					\$6,697,500
Contractor's Bid Total Price to Determine Low Bid with a Preference*:					\$6,547,500

***Calculation of the County Program Preference:**

In no instance shall any of the preference programs be combined to exceed a total of fifteen percent (15%) of the lowest responsible bidder, not to exceed \$150,000 or a maximum of \$150,000 in response to any County solicitation.

LACOUNTY.GOV [<http://lacounty.gov>] | CONTACT US
[<https://doingbusiness.lacounty.gov/response/>]



LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

A debarred vendor is a contractor prohibited from bidding or proposing on, being awarded and/or performing work on a contract with the County of Los Angeles.

UPDATED 8/1/2022

NAME: APRIL WARREN, AN INDIVIDUAL

Debarment Start Date: 3/23/2021 **Debarment End Date:** Permanent Debarment

VENDOR NAME: ARROWHEAD EMANCIPATION PROGRAM

Debarment Start Date: 7/8/2008 **Debarment End Date:** Permanent Debarment

Principal Owners and/or Affiliates: Irma F. Reed and Charlene Williams

NAME: CHARLENE WILLIAMS, AN INDIVIDUAL

Debarment Start Date: 7/8/2008 **Debarment End Date:** Permanent Debarment

VENDOR NAME: INLINE VALVE SALES

Debarment Start Date: 8/6/2019 **Debarment End Date:** Permanent Debarment

Principal Owners and/or Affiliates: Luis Morales

NAME: IRMA F. REED, AN INDIVIDUAL

Debarment Start Date: 7/8/2008 **Debarment End Date:** Permanent Debarment

NAME: JASON K. WINICKI, AN INDIVIDUAL

Debarment Start Date: 12/03/2018 **Debarment End Date:** Permanent Debarment

**VENDOR NAME: JASON K. WINICKI DBA WORLD INDUSTRIAL PRODUCTS AND/OR DBA WORLD INDUSTRIAL PRODUCTS AND SUPPLIES, WORLD IPS
JOELLE W., INC. DBA WORLD INDUSTRIAL PRODUCTS AND SUPPLIES**

Debarment Start Date: 12/03/2018 **Debarment End Date:** Permanent Debarment

Principal Owners and/or Affiliates: Jason K. Winicki and
Joelle Winicki

NAME: JOELLE WINICKI, AN INDIVIDUAL

Debarment Start Date: 12/03/2018 **Debarment End Date:** Permanent Debarment

NAME: LEMONT DESHAWN DAVIS, AN INDIVIDUAL

Debarment Start Date: 3/23/2021 **Debarment End Date:** Permanent Debarment

NAME: LUIS MORALES, AN INDIVIDUAL

Debarment Start Date: 8/6/2019 **Debarment End Date:** Permanent Debarment

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MS.

SECTION 00 09 12COUNTYWIDE LOCAL AND TARGETED WORKER HIRING PROGRAM FOR JOB ORDER CONTRACTS – BEST EFFORTS OR MANDATORY REQUIREMENTS

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 Hiring 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 Hiring Status Report

3.05 – Form 00 09 12-E: Approved Jobs Coordinators List

1.01 **HIRING GOALS OR REQUIREMENTS FOR THIS JOB ORDER CONTRACT**

The work orders assigned to these Job Order Contracts may have best efforts or mandatory requirements based on the value of the work order.

BEST EFFORTS (\$500,000 through \$2.5 Million Work Order Amount)

The County of Los Angeles has implemented a Local and Targeted Worker Hiring Policy (LTWHP) to facilitate the hiring of Local and Targeted workers. Pursuant to this policy, applicable work orders have a **best efforts goal** of at least 30 percent of total California Construction Labor Hours worked by performed by a qualified Local Resident. There is no Targeted Worker hiring requirement.

LTWHP also requires that 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 work order be performed by Local and Targeted Workers.

Contractor will strive to obtain half of all apprentice hours on the work order be performed by Local and Targeted Workers.

MANDATORY (Greater than \$2.5 Million Work Order Amount)

The County of Los Angeles has implemented a Local and Targeted Worker Hiring Policy (LTWHP) to facilitate the hiring of Local and Targeted workers. Pursuant to this policy, applicable work orders have a **mandatory requirement** 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 work order 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 Hiring and 10 percent Targeted Worker Hiring requirements.

LTWHP also requires that 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 work order 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 work order. 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 work order by California residents, excluding the hours performed by off-site material fabricators, designers, work order 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 CPRs 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 CPRs to the County electronically if an online system is designated by the County.

ATTACHMENT 3

- 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 Hiring 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 who 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. 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;
14. Is an Individual with a low level of literacy; or
15. 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 HIRING PROGRAM**

A. The Contractor and its subcontractors shall apply its best efforts or meet the mandatory minimum Local Resident and Targeted Worker hiring goals or requirements:

1. If the work order amount falls under the best efforts category, best efforts shall be used to ensure that at least 30 percent of total California Construction Labor Hours worked on the work order are performed by a qualified Local Resident. If the work order amount falls under the mandatory category, at least 30 percent of total California Construction Labor Hours worked on the work order must be performed by a qualified Local Resident. If the work order amount falls under the mandatory category, at least 10 percent of total California Construction Labor Hours worked on the work order 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.
2. 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 work order be performed by Local and Targeted Workers.
3. If the work order amount falls under the mandatory requirement, there is 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 goals 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. If the work order amount falls under the mandatory requirement, the Contractor shall perform the following prior to start of work on the work order:
 - 1. The Contractor shall hire a Jobs Coordinator for the work order 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. When requested by the County, 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 Workers and the assignment and use of the subcontractors' workforce to meet the Local Worker Hiring goals. The Contractor, thereafter, shall submit updates of the Workforce Utilization Plan to reflect changes in project conditions, schedule, or subcontractors until the County has determined substantial compliance is achieved.
- 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 Hiring Status Report containing the relevant information for the preceding month. The Local and Targeted Hiring 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 work order; and (b) the wages earned on the work order.
 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 Hiring 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 local hiring participation. Failure to submit the Local and Targeted Worker Hiring Status Report to the designated County representative shall be deemed to constitute zero percent local hiring participation for the month. If the work order amount falls under the mandatory category, failure to submit the Local and Targeted Worker Hiring 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 Hiring 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 Hiring Status Report.
- G. The Contractor and its subcontractors shall first meet the Local Worker Hiring participation goals by employing qualified workers from the Tier 1 Preference Area. If the Contractor is unable to meet their entire Local Worker Hiring need from this area, it must submit to the Project Manager a statement certifying that it has exhausted all available qualified Local Workers from this area during a 48-hour period before pursuing workforce from the Tier 2 Preference Area.
- H. At the conclusion of the work order, the County will conduct a final evaluation of the Contractor's compliance with LTWHP.
- I. To enforce compliance on work orders 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 work order is one percent of the total construction work order 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 Work Order Amount Value X .75% ÷ Number of months in baseline construction schedule = MMCW for Local Workers

Construction Work Order Amount 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 work order, 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 Economic Opportunity, 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 work order, 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 work order 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 hiring 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. At the conclusion of the work order, the Lessee 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 work orders similar in scale to the current work order.
- 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 work orders.
- 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 Department of Economic Opportunity:
<http://opportunity.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>
- Los Angeles County America's Job Center of California: <http://workforce.lacounty.gov/>

PART 3 – FORMS

Form 00 09 12-A: LTWHP Craft Employee Request Form

Form 00 09 12-B: LTWHP Workforce Utilization Plan for JOCs 2401CP TO 2423JS

Form 00 09 12-C: FPL List of Zip Codes

Form 00 09 12-D: Local and Targeted Worker Hiring Status Report

Form 00 09 12-E: Approved Jobs Coordinators List



DISPATCH REQUESTOR: _____
(Contractor and Subcontractor Name)

DATE: _____

LOCAL AND TARGETED WORKER HIRING PROGRAM
00 09 12-A CRAFT EMPLOYEE REQUEST FORM – MANDATORY/BEST EFFORTS

NAME OF PROJECT

County of Los Angeles requires that at least 30 percent of total California Construction Labor Hours worked on the project must be performed by a qualified Local Resident. Additionally, 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. The available pool of Local Residents whose primary place of residence is within Tier 1 ZIP Codes, listed below, must first be exhausted in the manner specified in Section 2.01F before employing worker(s) from Tier 2 ZIP Codes (listed under Form 00 09 12-C).

EMAIL FORM TO:

Community Organization	Name: _____	Tel: _____	Email: _____
Local Union	Name: _____	Tel: _____	Email: _____
GC or Sub Compliance Office:	Name: _____	Tel: _____	Email: _____
LTWHP/Jobs Coordinator	Name: _____	Tel: _____	Email: _____
Project Manager	Name: _____	Tel: _____	Email: _____

TIER 1 RESIDENCY AREA ZIP CODES (TO BE PROVIDED BY THE COUNTY): Local and Targeted Workers in these zip codes shall be first dispatched to **NAME OF PROJECT**. **Zip Codes must be completed by Outreach and Compliance Section.**

X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X

TIER 2 RESIDENCY AREA ZIP CODES (TO BE PROVIDED BY THE COUNTY): Local and Targeted Workers from these zip codes shall be referred for project work after all available qualified workers in the Tier 1 Residency Preference area have been exhausted to **NAME OF PROJECT**. See Form 00 09 12-C.

CRAFT WORKER REQUEST:

QTY#	CRAFT POSITION	JOURNEYMAN OR APPRENTICE LEVEL	LOCAL and TARGETED WORKER (TIER 1 RESIDENCY AREA REQUIRED)	LOCAL and TARGETED WORKER (TIER 2 RESIDENCY AREA)	TARGETED WORKER	DATE	TIME

Please have the worker(s) report to the following project site address indicated below:

Project Name _____

Site Address: _____

Report to: _____

On-site Tel #: _____

On-site Fax: _____

Comment or special instructions: _____

Completed by Community Service Provider Organization or Union

Received By: _____ Date Received: _____ Dispatch Date: _____

Requested Dispatch

Available for Dispatch

Unavailable for Dispatch

Tier 1 Residency Worker ☐

☐ *See instruction below.

Tier 2 Residency Worker ☐

☐ Qualified Targeted Worker

*Attach letter stating reason for not dispatching local and targeted worker(s) who reside in the Tier 1 and Tier 2 Area zip codes.

Print Dispatcher Name: _____

Phone: _____

Contractor: All Contractors**Workforce Utilization Plan / Projection Hours****Project Name:****Date:** _____**Project Duration: 0 Calendar Days**

	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	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%

Contractor: Prime

Workforce Utilization Plan / Projection Hours

Project Name:

Date: _____

Project Duration: 0 Calendar Days

	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Total
PROJECTED PROJECT HOURS														
Local Hours (Tier 1)	10													10
Local Hours (Tier 2)	20													20
Total Project Hours	100													100
Total Local Hours (%)	30%													30%
Targeted Worker Hours	10													10
Targeted Worker Hours (%)	10%													10%
ACTUAL PROJECT HOURS														
Local Hours (Tier 1)	15													15
Local Hours (Tier 2)	20													20
Total Project Hours	100													100
Total Local Hours (%)	35%													35%
Targeted Worker Hours	10													10
Targeted Worker Hours (%)	10%													10%

Contractor: Sub 1

Workforce Utilization Plan / Projection Hours

Project Name:

Date: _____

Project Duration: 0 Calendar Days

	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Total
PROJECTED PROJECT HOURS														
Local Hours (Tier 1)	10													10
Local Hours (Tier 2)	20													20
Total Project Hours	100													100
Total Local Hours (%)	30%													30%
Targeted Worker Hours	10													10
Targeted Worker Hours (%)	10%													10%
ACTUAL PROJECT HOURS														
Local Hours (Tier 1)	15													15
Local Hours (Tier 2)	20													20
Total Project Hours	100													100
Total Local Hours (%)	35%													35%
Targeted Worker Hours	10													10
Targeted Worker Hours (%)	10%													10%

Contractor: Sub 2

Workforce Utilization Plan / Projection Hours

Project Name:

Date: _____

Project Duration: 0 Calendar Days

	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Total
PROJECTED PROJECT HOURS														
Local Hours (Tier 1)	10													10
Local Hours (Tier 2)	20													20
Total Project Hours	100													100
Total Local Hours (%)	30%													30%
Targeted Worker Hours	10													10
Targeted Worker Hours (%)	10%													10%
ACTUAL PROJECT HOURS														
Local Hours (Tier 1)	15													15
Local Hours (Tier 2)	20													20
Total Project Hours	100													100
Total Local Hours (%)	35%													35%
Targeted Worker Hours	10													10
Targeted Worker Hours (%)	10%													10%

Contractor: Sub 3

Workforce Utilization Plan / Projection Hours

Project Name:

Date: _____

Project Duration: 0 Calendar Days

	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Total
PROJECTED PROJECT HOURS														
Local Hours (Tier 1)	10													10
Local Hours (Tier 2)	20													20
Total Project Hours	100													100
Total Local Hours (%)	30%													30%
Targeted Worker Hours	10													10
Targeted Worker Hours (%)	10%													10%
ACTUAL PROJECT HOURS														
Local Hours (Tier 1)	15													15
Local Hours (Tier 2)	20													20
Total Project Hours	100													100
Total Local Hours (%)	35%													35%
Targeted Worker Hours	10													10
Targeted Worker Hours (%)	10%													10%

Contractor: Sub 4

Workforce Utilization Plan / Projection Hours

Project Name:

Date: _____

Project Duration: 0 Calendar Days

	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Total
PROJECTED PROJECT HOURS														
Local Hours (Tier 1)	10													10
Local Hours (Tier 2)	20													20
Total Project Hours	100													100
Total Local Hours (%)	30%													30%
Targeted Worker Hours	10													10
Targeted Worker Hours (%)	10%													10%
ACTUAL PROJECT HOURS														
Local Hours (Tier 1)	15													15
Local Hours (Tier 2)	20													20
Total Project Hours	100													100
Total Local Hours (%)	35%													35%
Targeted Worker Hours	10													10
Targeted Worker Hours (%)	10%													10%

**COUNTY OF LOS ANGELES
LOCAL AND TARGETED WORKER HIRING 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 HIRING 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

**COUNTY OF LOS ANGELES
LOCAL AND TARGETED WORKER HIRING POLICY
QUALIFYING ZIP CODES**

91343	North Hills (City of LA)			X		
91352	Sun Valley (City of LA)			X		X
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	City of 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				



LOCAL AND TARGETED WORKER HIRING STATUS REPORT
LOS ANGELES COUNTY

Report Date: 12/24/2021
Date Range: 1/1/2000 – 12/20/2021

Project: PROJECT NAME
Supervisory District: SD XXX
Project Code: XXX
Contractor(s): Multiple Contractors
Craft(s): Multiple Crafts

Total Forecast Hours: 0
Total Project Hours to Date: 16,593.06
Total Hours Percent Complete: 0.00%
Construction Contract Amount: \$2,907,500.00
Mandatory Local Hiring Requirement: 30.00%

Area	Total Number of Workers Jan 01-Dec 20	% of Total Workers Jan 01-Dec 20	Total Hours Worked Jan 01-Dec 20	% of Total Hours Worked Jan 01-Dec 20	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 Journeyman	Cumulative Journeyman Hours	Cumulative Journeyman Hours %	Cumulative Number of Apprentices	Cumulative Apprentice Hours	Cumulative Apprentice Hours %
Tier 1 Zip List	30	17.05%	2,009.50	12.11%	30	17.05%	2,009.50	12.11%	\$85,423.57	0	0.00	0.00%	26	1,611.50	9.71%	4	398.00	2.40%
Tier 2 <200% FPL List	63	35.80%	4,943.25	29.79%	63	35.80%	4,943.25	29.79%	\$272,360.37	0	0.00	0.00%	49	4,180.00	25.19%	15	763.25	4.60%
Other in LA County (non-local)	40	22.73%	3,756.56	22.64%	40	22.73%	3,756.56	22.64%	\$189,691.94	0	0.00	0.00%	32	2,480.06	14.95%	8	1,276.50	7.69%
Outside of LA County	43	24.43%	5,883.75	35.46%	43	24.43%	5,883.75	35.46%	\$289,007.16	0	0.00	0.00%	36	5,651.75	34.06%	7	232.00	1.40%
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 Workers																		
Local Worker (Primary + Secondary)	93	52.84%	6,952.75	41.90%	93	52.84%	6,952.75	41.90%	\$357,783.94	0	0.00	0.00%	75	5,791.50	34.90%	19	1,161.25	7.00%
Targeted Worker	21	11.93%	3,857.81	23.25%	21	11.93%	3,857.81	23.25%	\$241,830.69	0	0.00	0.00%	18	3,689.06	22.23%	3	168.75	1.02%
Demographic Profile																		
African American	4	2.27%	399.81	2.41%	4	2.27%	399.81	2.41%	\$12,887.50	0	0.00	0.00%	3	283.81	1.71%	1	116.00	0.70%
Asian	23	13.07%	2,514.00	15.15%	23	13.07%	2,514.00	15.15%	\$163,125.45	0	0.00	0.00%	22	2,490.00	15.01%	1	24.00	0.14%
Caucasian	13	7.39%	300.00	1.81%	13	7.39%	300.00	1.81%	\$16,995.38	0	0.00	0.00%	12	271.00	1.63%	1	29.00	0.17%
Hispanic	107	60.80%	7,031.75	42.38%	107	60.80%	7,031.75	42.38%	\$368,754.17	0	0.00	0.00%	83	5,649.00	34.04%	25	1,382.75	8.33%
Native American	1	0.57%	25.50	0.15%	1	0.57%	25.50	0.15%	\$1,691.16	0	0.00	0.00%	1	25.50	0.15%	0	0.00	0.00%
Not Specified	28	15.91%	6,322.00	38.10%	28	15.91%	6,322.00	38.10%	\$273,029.37	0	0.00	0.00%	22	5,204.00	31.36%	6	1,118.00	6.74%
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	173	98.30%	16,134.56	97.24%	173	98.30%	16,134.56	97.24%	\$805,196.51	0	0.00	0.00%	141	13,560.81	81.73%	33	2,573.75	15.51%
Female	3	1.70%	458.50	2.76%	3	1.70%	458.50	2.76%	\$31,286.52	0	0.00	0.00%	2	362.50	2.18%	1	96.00	0.58%
Veteran	1	0.57%	72.00	0.43%	1	0.57%	72.00	0.43%	\$3,355.20	0	0.00	0.00%	1	72.00	0.43%	0	0.00	0.00%
Total Employees	176		16,593.06		176		16,593.06		\$836,483.03	0	0.00		143	13,923.31		34	2,669.75	

JOB COORDINATOR PANEL

as of May 2022

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 P.O. Box 180156 Los Angeles, CA 90018 TEL: 323. 241.7787 toyie@mindfulintegrationservices.com	Modern Times, Inc. Joseph Hernandez 1892 E. Altadena Drive Altadena, CA 91001 TEL: 213.810.6105 FAX: 626.316.7103 joe@moderntimesinc.com
Onesimus, Inc Michael Richardson 129 E. 136 th Street Los Angeles, CA 90061 TEL: 310.701.0359 profitableanduseful@gmail.com	Pacific Resources Services Corporation Ben Ocasio 11421 Lambert Ave. El Monte, CA 91732 TEL: 626.800.4006 FAX: 626.800.4140 bocasio@pacificresourceservices.com
Padilla & Associates, Inc. Patricia Padilla 211 East City Place Drive Santa Ana, CA 92705 TEL: 714.225.0116 ppadilla@padillainc.com	PDA Consulting, Inc. Pamela Penn 8901 S. La Cienega Blvd. Suite 201 Inglewood, CA 90301 TEL: 310.910.0940 pamela.penn@pdaconsultinggroup.com
Playa Vista Job Opportunities and Business Services Mary Taylor 4112 S. Main Street Los Angeles, CA 90037 TEL: 323.432.3955 FAX: 323.432.3995 mtaylor@pvjobs.org	TransCal Services, LLC Jeffery Henderson 6109 S. Western Ave., Suite 308 Los Angeles, CA 90047 TEL: 323.305.6470 FAX: 323.305.6471 jhenderson@transcalservices.com
TSG Enterprises, Inc. dba The Solis Group Elizabeth Solis 131 N. El Molino Ave., Suite 100 Pasadena, CA 91101 TEL: 626.685.6989 FAX: 626.685.6985 elizabeths@thesolisgroup.com	Power2Workers Christiana Faulkner 5505 S. Vermont Ave. Los Angeles, CA 90037 TEL: 323.920.6674 christiana@power2workers.org



Metro

Construction and Demolition Recycling and Reuse

Attachment 1

Provide the following information to the County of Los Angeles Department of Public Works Environmental Programs Division Construction & Demolition Debris Recycling and Reuse Unit by emailing this form to CND@dpw.lacounty.gov

Name of the Project: _____

Address: _____

Project Description:

Estimated Tonnage or Cubic Yard of Debris Generated from:

Grading: _____

Demolition: _____

Construction: _____

Contractor Project Manager: _____

Email Address: _____

County Project Manager: _____

Email Address: _____

Submitted by: _____

Date: _____

Email Address: _____

Office Use Only:

____ Project is encouraged to make a good-faith effort to reduce, reuse, and/or recycle the debris generated to the maximum extent feasible.

____ Project is subject to Part 3 of Section 01 74 19. Submit a Recycling and Reuse Plan (Attachment 2)

Reviewed by: _____

Date: _____



ATTACHMENT 2 - COMMERCIAL

COMMERCIAL DEMOLITION

Commercial wood frame structures including warehouses, apartments, and hotels

Total square footage _____ multiply by 0.06 equals _____ tons generated

Tons generated _____ multiply by 0.65 equals _____ mixed tons generated

Tons generated _____ multiply by 0.35 equals _____ inert tons generated

Commercial concrete/masonry structures

Total square footage _____ multiply by 0.10 equals _____ tons generated

Tons generated _____ multiply by 0.14 equals _____ mixed tons generated

Tons generated _____ multiply by 0.86 equals _____ inert tons generated

Brick or Cinder Block Walls

Wall height (H)(feet) _____ Wall length (L)(feet) _____ Width of block (W)(inches divided by 12) _____

Multiply H by L by W equals _____ cubic feet multiply by 0.029 equals _____ inert tons

Walkways, Driveways, and Parking Lots

Square footage _____ multiply by 0.01 equals _____ inert tons

Total tonnage generated _____ **Total mixed tonnage** _____ **Total inert tonnage** _____

COMMERCIAL CONSTRUCTION

Wood-frame structure

Total square footage _____ multiply by 0.002 equals _____ tons generated

Tons generated _____ multiply by 0.65 equals _____ mixed tons

Tons generated _____ multiply by 0.35 equals _____ inert tons

Concrete/masonry structure

Total square footage _____ multiply by 0.002 equals _____ tons generated

Tons generated _____ multiply by 0.14 equals _____ mixed tons

Tons generated _____ multiply by 0.86 equals _____ inert tons

Total tonnage generated _____ **Total mixed tonnage** _____ **Total inert tonnage** _____

CONSTRUCTION AND DEMOLITION DEBRIS RECYCLING AND REUSE PLAN

Table 1: Facilities to be Used

	A Facility to be Used * (include address & phone number)	B Facility Handling Method ** & Recycling Rate	C Tons to be Sent to Facility	D Tons to be Recycled (multiply B by C)
Sample	<i>ABC Recycling 123 Main Street, Any Town, 98765 (800) 555-1212</i>	<i>Recycle 60% = 0.60</i>	<i>50 tons</i>	<i>30 tons (0.60 multiplied by 50 tons)</i>
Mixed Debris Wood, gypsum, metal, glass, plastic, organics, etc.				
Inert Debris Asphalt, brick, concrete, ceramic, tile, etc.				
Totals				

* See *Construction and Demolition Debris Recycling Facilities in Los Angeles County*

** Handling Method: Recycle, Reuse, or Disposal

Table 2: Tonnage Generated

	E Total Tons (from table above)	F Tons to be Recycled or Reused	G Tons to be Disposed (E minus F)	H Diversion Rate (F divided by E)
Mixed Debris				
Inert Debris				
Totals				

ATTACHMENT G – GRADING

Indicate: Cut (cubic yards) _____ Fill (cubic yards) _____

- ☐ Soil to balance on site; no import and no export
- ☐ Cubic yards of soil imported (Fill minus Cut) _____
- ☐ Cubic yards of soil exported (Cut minus Fill) _____

Calculate exported soil tons: cubic yards _____ multiply by 1.0125 equals _____ tons exported

Indicate below where the exported soil will be sent.

Facilities To Be Used (At least 50 percent must be reused)			
	A Facility to be Used (include address and phone number)	B Tons to be Sent to facility	C Tons to be Reused
Sample	ABC Recycling 123 Main Street, Any Town, 98765 (800) 555-1212	50 tons	50 tons
Rock, soil, and gravel			
Totals			

D Total Tons Generated (Total from table above, Column B)	E Total Tons to be Reused (Total from table above, Column C)	F Total Tons to be Disposed (D minus E)	G Diversion Rate (E divided by D)

Applicant: Give copy of this Attachment to your hauler to ensure the proper facilities are used.

ATTACHMENT 3
CONSTRUCTION AND DEMOLITION DEBRIS RECYCLING SUMMARY

Project Information

Check one: ☐ Roadway ☐ Flood Control ☐ Water/Sewer
☐ Traffic Signal/Street Lighting ☐ Bridge/Structure ☐ Other _____

Project Name: _____

Project ID No.: _____

Project Address/Location: _____

Resident Engineer/Inspector: _____ Office Engineer: _____

Contractor Information

Company Name: _____

Company Address: _____

Report Prepared by _____ Phone Number: _____

Project Duration: From: _____ To: _____

Type of Debris Generated	Debris Generated (tons)	Debris generated (cubic yards)	Name of Facility used	For EPD Use only	For EPD Use only
				Diversion	Disposal
Asphalt					
Brick					
Concrete					
Green Waste					
Metal (ferrous)					
Metal (non-ferrous)					
Mixed Debris					
Rock					
Soil					
Wood Waste					
Other:					
Other:					
Totals					

Please fax this completed form to (626) 737-1723 (no cover sheet needed)

To: LACDPW, Environmental Programs, C&D Unit From: _____

FEBRUARY 2023

**THE SIMPLEBID BOOK JOB ORDER
CONTRACTING UNIT PRICE CATALOG**

PREPARED BY

CANNON/PARKIN, INC.

ATTACHED SEPARATELY

FEBRUARY 2023
CONSTRUCTION TASK CATALOG &
SPECIFICATIONS PREPARED BY
THE GORDIAN GROUP, INC.
ATTACHED SEPARATELY

FEBRUARY 2023
UNIT PRICE BOOK & SPECIFICATIONS
PREPARED BY
JAMB SERVICES, INC.
ATTACHED SEPARATELY

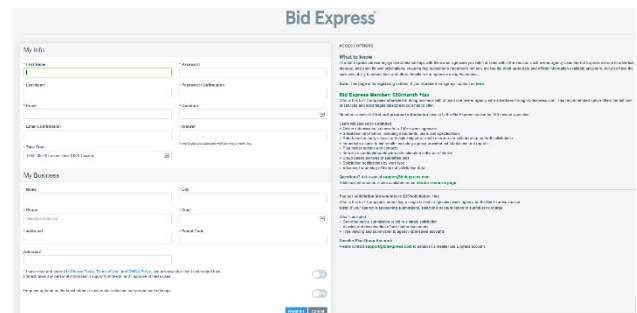
Infotech® Vendor Manager Account

Only one Infotech® account for each business is required to register for the Bid Express® (www.bidexpress.com) service. All other employees will then create accounts through an invitation sent by the manager.

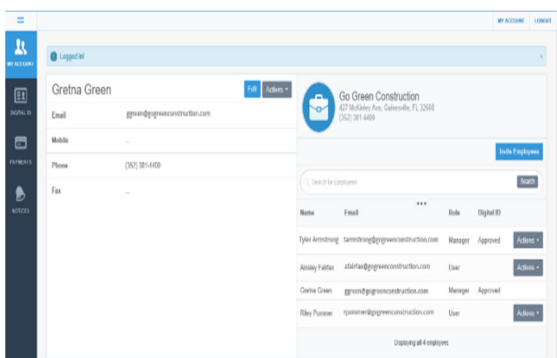
Whether you need to pay to bid on a solicitation depends on the agency. Some agencies sponsor solicitations for their vendors. A FREE tag will display for any solicitation not requiring a fee. Solicitations will either require an electronic signature or an Infotech Digital ID for bid submission. If the agency requires a Digital ID, you will be prompted to generate one. Do not pay for a solicitation or generate an ID until prompted to by a solicitation you select for bidding.

Register for a Manager Account

The first person to register for an Infotech account within a business is assigned managing access. As a manager, you can invite other employees to join the business account and change their roles. Your email address is your username for the account and to where Infotech services sends email notifications.



1. Navigate to www.bidexpress.com and click **Register** at the top right.
2. Fill out the registration form, and click the **Register** button. Your email address will be your username.
3. A message with a confirmation link will be sent to your email address. Click the Activate Account link within the email to activate your account.
4. Enter your password and click **Activate**.



Invite Employees

Invite employees to create a user account for your business. Emails will be sent to those invited. You will receive an email when the account has been created. Employees are assigned the role of user for the account.

1. Click **Invite Employees**. Enter one email address per line for each employee.
2. Click **Invite Employees**.

Change Employee Role

You will need to update the role of those employees you want to manage the account. You must also change each user's role within the Bid Express service itself. Please see the online help if you need assistance.

1. Click **Actions** for the employee and choose **Change Role**.
2. Select the manager role, and click **Change Role**.

PREPARED BY



Support hours: 7:00 am - 8:00 pm ET // 1-888-352-2439 Option 1 // support@bidexpress.com

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infotechinc.com

20200724

Infotech Vendor User Account

Only one Infotech account for each business is required to register for the Bid Express service at www.bidexpress.com. All employees of a business will then create user accounts through an invitation sent by the manager.

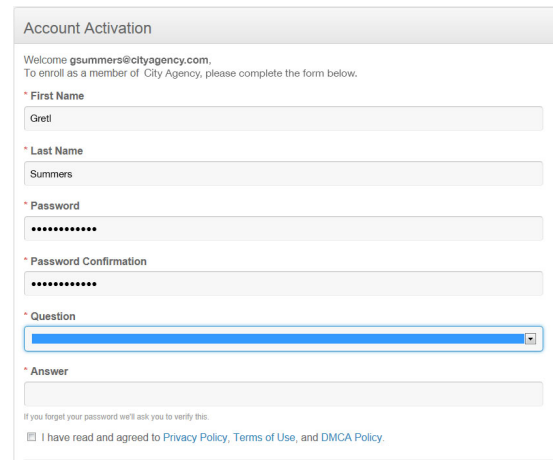
Register for a User Account

To join an existing business account, please ask a user of a manager account to send you an invitation. Once the invitation is sent, you'll receive an email to activate your account. Your email address is your username. Infotech services will send email notifications to this address.

Upon receipt of the email:

1. Select the **Create Account** link within the email.
2. Fill out the Account Activation form. Your email address will be your username.
3. Once the form is complete, click the **Activate** button.

The My Account page opens, displaying your account information and other employees within your company using Infotech services. You are automatically assigned a user role for the account and an Executive Manager read-only role for the Bid Express service. Any user with manager role can change your role.



Account Activation

Welcome gsummers@cityagency.com.
To enroll as a member of City Agency, please complete the form below.

* First Name
Gretl

* Last Name
Summers

* Password

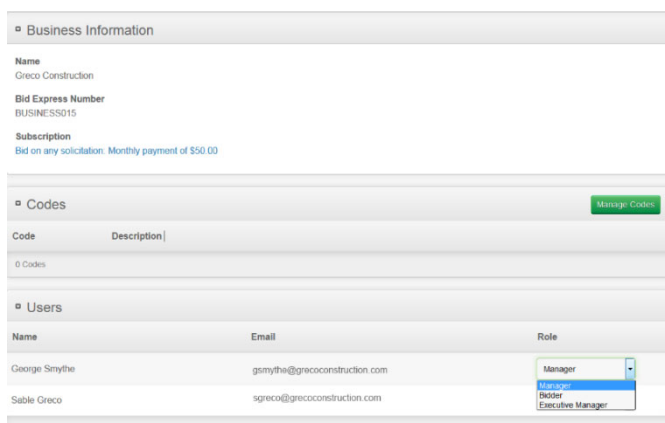
* Password Confirmation

* Question
[Dropdown menu]

* Answer
[Text field]

If you forget your password we'll ask you to verify this.

☐ I have read and agreed to [Privacy Policy](#), [Terms of Use](#), and [DMCA Policy](#).



Business Information

Name
Greco Construction

Bid Express Number
BUSINESS015

Subscription
Bid on any solicitation: Monthly payment of \$50.00

Codes Manage Codes

Code	Description
0 Codes	

Users

Name	Email	Role
George Smythe	gsmythe@grecoconstruction.com	Manager
Sable Greco	sgreco@grecoconstruction.com	Bidder

Welcome to the Bid Express service

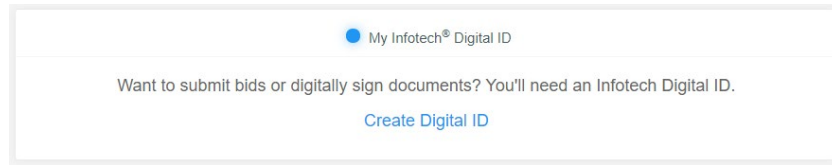
If you are planning on submitting bids, a user with a manager account for the Bid Express service must change your role within the Bid Express service itself. Please see the knowledge center if you need assistance.

Whether you need to pay to bid on a solicitation depends on the agency. Some agencies sponsor accounts for their vendors. A FREE tag will display for any solicitation not requiring a fee.

Solicitations will either require an electronic signature or an Infotech Digital ID for bid submission. If the agency requires a Digital ID, you will be prompted to generate one. Do not pay for a solicitation or generate an ID until prompted to by a solicitation you selected for bidding.

Understand and apply for Infotech® Multi-Browser Digital IDs

An Infotech® Digital ID confirms your identity as the authorized signer of your company and allows you to securely sign documents, such as bids or contracts, in an Infotech service.



Why do I need a Digital ID?

When you sign a document or submit a bid, we want to make sure you're you.

The authorized signer for your company must have a Digital ID created and approved before using any feature that requires a digital signature, such as advertising a solicitation, conducting a bid opening, submitting a bid in the Bid Express® service, or signing a contract document in the Doc Express® service.

The new Digital IDs can be used with any web browser, like Chrome or Edge.

The process

There are three parts to applying for a Digital ID.

- Application – apply for the ID
- Installation – after your identification has been verified, you'll install the ID
- Test – to make sure your ID works

ID application

Before you begin

- If you already have a Digital ID, delete the backup copy of your current Digital ID. You'll create a new backup as part of the ID installation process.
- You'll need access to your email in order to receive a verification code.
- You'll need a copy of your driver's license, passport, or state ID in a file that can be uploaded.
- The phone number entered should be the applicant's phone number, not the person filling out the application (if it's not the applicant).

- An Infotech customer support representative will call the you, hopefully within one business day, to confirm their identification. It may take up to seven days.

Ready to apply for your Digital ID?

Go to your account pages by selecting **My Account** from the **three lines** in the upper left corner. Click **Digital ID** from the sidebar menu.

1. Click **Create Digital ID** to start the application.
2. Get the security code from your email and come back to the generate ID process.
3. Enter your account password and the code. Click **Next**.
4. Read the creation information and click **Next**.
5. Click **Attach Identification**. Navigate to and select the file containing the your ID and click **Open**.
6. Enter your name EXACTLY as it appears in the ID, including any punctuation marks or suffixes (like Jr.), and in legal order. Click **Next**.
7. Enter the contact phone number of the applicant.
8. Enter the state where the company headquarters are located. Click **Next**.
9. Review your business information. Confirm that the name of the person listed is the authorized signer for your company and your company name matches how you would like to submit bids to the agency. Click **Submit**.

The Infotech Digital ID allows you to submit or open bids via the Bid Express service and digitally sign and encrypt documents via the Doc Express service.

Please enter your account password and the security code we emailed to you.

Password *

Please enter your account password

Security Code *

Please enter the 6-digit code we emailed to you

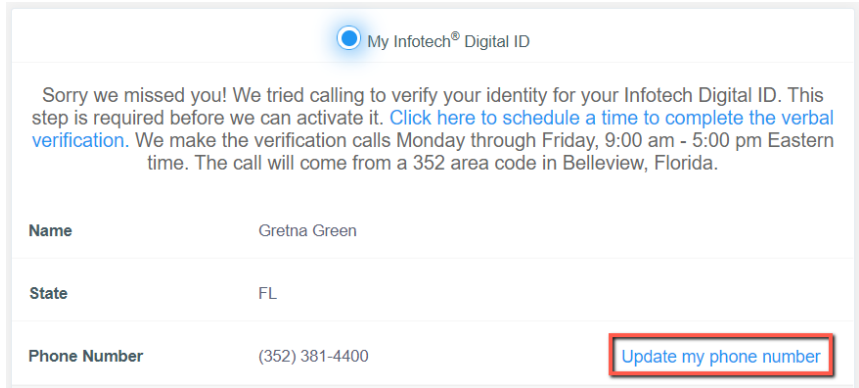
Next

A member of the customer support team will call you after the application is processed, hopefully within one business day, to confirm who you are. Once that happens, you'll get an email with instructions on installing your multi-browser Digital ID.

Need to change your phone number?

The phone number entered on the application should be the one of the applicant, not the phone number of the person entering the information (if they are different people).

1. Click the **Digital ID** tab from the My Account pages.
2. Select **Update my phone number**.
3. Enter the correct phone number in the New Phone Number field and click **Update**.



ID installation

Before you begin

- When installing the ID, log in to the Infotech service from the same device and use the same browser as when you created the ID.
- Create the backup ID when prompted and save it to an external media, such as a flash drive. You'll need it if you use a different computer or if you experience data loss. If you create the ID on a laptop using Chrome, you can't use it on a laptop using Edge or Desktop using Chrome unless you import it. The service will let you know if you have to import your ID.
- The service does not keep a copy of your ID file.
- If you haven't yet deleted the backup file of your old Digital ID, now's a good time to do it.

Ready to install your Digital ID?

Once your business information has been checked, you'll receive an email with a link to install your ID.

1. Click the link, or log in to your account. You can manage the installation of your Digital ID from the Digital ID tab of the My Account page.
2. Click **Install Digital ID**.
3. Create your backup ID by clicking **Back Up Your Digital ID**.
4. Click **Back Up**.
5. If you see a Save As window, navigate to the flash drive or other external media where you will save your backup Digital ID. If you don't see the window, your backup ID was saved in your Downloads folder. Copy the backup to the flash drive or other external media.



Test or import your Digital ID

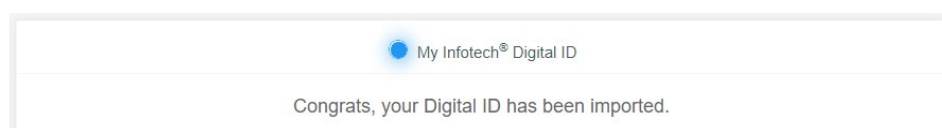
Once you've applied for, installed, and made a backup copy of your multi-browser Digital ID, test it out to make sure there will be no problems when bidding. Use a different browser or computer and import your backup ID. If you can import it without any problems, your ID was successfully created.

Before you begin

If you didn't backup your ID when it was installed, please do it now. Use the same computer and browser from when you created the Digital ID, and click **Back Up** on the Digital ID page. If you see a Save As window, navigate to the flash drive or other external media where you will save your backup Digital ID. If you don't see the window, your backup ID was saved in your Downloads folder. Copy the backup to the flash drive or other external media.

Ready to test or import your Digital ID?

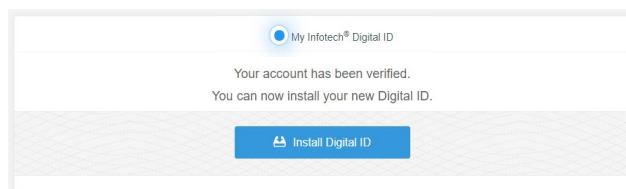
1. Log in to the service using a different browser than the one where your Digital ID was created. For example, if you created the ID using Chrome, log in to the service using Edge.
2. Go to your account pages by selecting **My Account** from the **three lines** in the upper left corner. Click **Digital ID** from the sidebar menu.
3. If you see a message that the service couldn't find your Digital ID, then you're using a good browser to test your ID. If you don't see the message, use a different browser.
4. Click **Import my Digital ID**.
5. Click **Select backup file**.
6. Navigate to and select your backup ID file. It will be named **FIRST LAST Digital ID.json**. Click **Open**.



If your ID didn't import, please contact customer support: support@bidexpress.com. A member of our customer support team will be happy to assist you.

Infotech® Multi-Browser Digital ID installation and backup

Once you've applied for an Infotech® multi-browser Digital ID and had your identity verified by a member of the Infotech customer support team, your ID will need to be installed before it can be used.



Before you begin

- When installing the ID, log in to the Infotech service from the same device and use the same browser as when you created the ID.
- Create the backup ID when prompted and save it to an external media, such as a flash drive. You'll need it if you use a different computer or if you experience data loss. If you create the ID on a laptop using Chrome, you can't use it on a laptop using Edge or Desktop using Chrome unless you import it. The service will let you know if you have to import your ID.
- The service does not keep a copy of your ID file.
- If you haven't yet deleted the backup file of your old Digital ID, now's a good time to do it.

Ready to install your Digital ID?

Once your business information has been checked, you'll receive an email with a link to install your ID.

1. Click the link, or log in to your account. You can manage the installation of your Digital ID from the Digital ID tab of the My Account page.
2. Click **Install Digital ID**.
3. Create your backup ID by clicking **Back Up Your Digital ID**.
4. Click **Back Up**.
5. If you see a Save As window, navigate to the flash drive or other external media where you will save your backup Digital ID. If you don't see the window, your backup ID was saved in your Downloads folder. Copy the backup to the flash drive or other external media.



Test or import your Digital ID

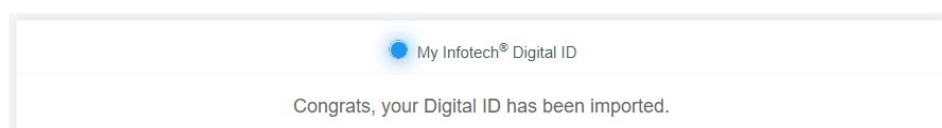
Once you've applied for, installed, and made a backup copy of your multi-browser Digital ID, test it out to make sure there will be no problems when bidding. Use a different browser or computer and import your backup ID. If you can import it without any problems, your ID was successfully created.

Before you begin

If you didn't backup your ID when it was installed, please do it now. Use the same computer and browser from when you created the Digital ID, and click **Back Up** on the Digital ID page. If you see a Save As window, navigate to the flash drive or other external media where you will save your backup Digital ID. If you don't see the window, your backup ID was saved in your Downloads folder. Copy the backup to the flash drive or other external media.

Ready to test or import your Digital ID?

1. Log in to the service using a different browser than the one where your Digital ID was created. For example, if you created the ID using Chrome, log in to the service using Edge.
2. Go to your account pages by selecting **My Account** from the **three lines** in the upper left corner. Click **Digital ID** from the sidebar menu.
3. If you see a message that the service couldn't find your Digital ID, then you're using a good browser to test your ID. If you don't see the message, use a different browser.
4. Click **Import my Digital ID**.
5. Click **Select backup file**.
6. Navigate to and select your backup ID file. It will be named **FIRST LAST Digital ID.json**. Click **Open**.



If your ID didn't import, please contact customer support: support@bidexpress.com. A member of our customer support team will be happy to assist you.

Bid Express® Vendor Roles and Access

Each member of your business must be assigned a Bid Express® role by a manager on the **My Profiles** tab. Managers cannot change their own role. Each role can access specific parts of the Bid Express service.

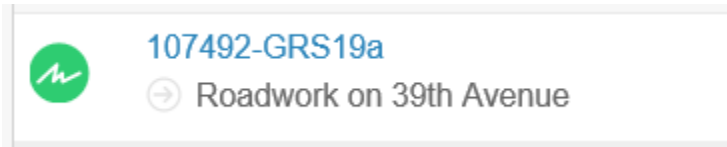
The vendor roles listed here are for the Bid Express service. To invite employees to your business or change an employee's ability to issue invitations to others, please see the *Infotech® Account* guide.

The vendor can choose from these roles.

Role	Abilities
Manager	<p>Managers can:</p> <ul style="list-style-type: none"> • Assign roles • Purchase subscriptions • Edit business information • Select a solicitation for bidding • Create, edit, withdraw, or submit bids • Ask questions in the Q&A forum of solicitations <p>This role must have a Digital ID if working with owner-agencies that require Digital IDs.</p>
Bidder	<p>Bidders can:</p> <ul style="list-style-type: none"> • Select a solicitation for bidding • Create, edit, withdraw, or submit bids • Ask questions in the Q&A forum of solicitations <p>This role must have a Digital ID if working with owner-agencies that require Digital IDs.</p>
Executive Manager	<p>Executive Managers:</p> <ul style="list-style-type: none"> • Have read-only access to everything, but cannot edit anything • Can ask questions in the Q&A forum of solicitations <p>This role does not need a Digital ID.</p>

Electronic Signatures

All solicitations or requests for proposal on the Bid Express® service use either an Infotech® Digital ID or an electronic signature for verifying authorization to submit the bid. This signature graphic on the Solicitations tab indicates an electronic signature is required.



If you are not sure if you need an electronic signature or a Digital ID, please call customer support at 888 352-2439, and choose option 1.

Any member of your business with the correct role can edit and submit bids that use electronic signatures.

Submit a Bid with an Electronic Signature

All your items and other components of the solicitation should be complete before you submit a bid or response with an electronic signature.

1. Select the bid from the **Bids** tab if it is not already open.
2. Click **Submit Bid** or **Submit Response** at the top of the page.
3. The Bid Express service displays a submit bid or submit response window that authorizes the service to use your electronic signature to sign and encrypt your bid. Enter your electronic signature.
4. Click **Submit Bid** or **Submit Response**. The Bid Express service submits your bid and returns to the bid page and displays a bid submitted message. You will also receive an email confirmation of your submission.

How to Bid

The actions you take when preparing a bid for a solicitation in the Bid Express® service can also be taken when you prepare a response to an RFP.

To start your bid or response, select the project from the **Solicitations** tab and click **Select For Bidding** or **Respond**. Solicitations with a FREE tag are sponsored by the agency. You must pay for the ones without the tag, either with a monthly subscription or the pay-as-you-go option.

Once the solicitation is selected, the Bid Express service moves and opens it on the **Bids** tab.

There is some information that applies to every section of the solicitation:

- Any member of your business with the correct role can edit and submit bids that use electronic signatures.
- Only members of your business that have approved Infotech® Digital IDs can edit and submit bids that require Digital IDs. Because IDs are stored on your computer, the user who selects the solicitation for bidding is the only one who should edit and submit it. Other members can work on the bid and then export their work to share with that user.
- Select the No Bid check box for any optional components on which you are not bidding. If all components of a bid are optional, at least one must be filled in completely in order for your bid to be marked complete.
- Fields marked with an asterisk (*) are required. Your bid will be incomplete if any required fields are left blank (unless those fields are in an optional component on which you're not bidding).
- If a component is an alternate, then the owner-agency may award the component independently of the solicitation award.
- Jump to a specific section of the bid by using the Go To options under the bid header.
- If you submit a bid and then receive an email notification that the owner-agency has changed the solicitation, you will have to update and resubmit your bid or it will be marked out-of-date.
- Use the Check Bid or Check Response feature to check for incomplete fields before submitting.

General Info	
Electronic Signature Required	
Deadline	Number
07/12/2017 02:00 PM EDT	47652-SE18
Advised	Description
07/10/2017 02:53 PM EDT	new bridge construction Alachua county
Revised	Allows zero unit prices and labor
07/10/2017 02:59 PM EDT	Yes
Business Name	Allows negative unit prices and labor
City Agency	Yes

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Support hours: 7:00 am - 8:00 pm ET // 1-888-352-2439 Option 1 // support@bidexpress.com

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Submit bid

Bids that require a Digital ID cannot be submitted using a mobile device. For these bids, you must be using Windows operating system version 8 or newer and access the Bid Express service through Internet Explorer version 11 or newer.

Bids that require electronic signatures can be submitted using other operating systems and most web browsers. The actions you take when submitting a bid for a solicitation can also be taken when you submit a response to an RFP.

Once your bid or response is ready, you must submit it to the owner–agency. Owner–agencies will not be able to see your bid until after the bid deadline has passed, and they will only be able to see your last submitted bid, though they will be able to view the envelope after the deadline and without opening bids.

1. Select the bid from the **Bids** tab if it is not already open.
2. Click **Check Bid** or **Check Response** and fix any errors.
3. Click **Submit Bid** or **Submit Response** at the top of the page.
4. The Bid Express service displays a warning if the bid is incomplete and highlights the incomplete fields in red. Click **OK** to submit the bid or click **Cancel** to return to the bid page and fix any errors.
5. If you click **OK**, or if your bid is complete, the Bid Express service displays a submit bid or submit response window that authorizes the service to use your Digital ID or electronic signature to sign and encrypt your bid. Enter your electronic signature if necessary.
6. Click **Submit Bid** or **Submit Response**. The Bid Express service submits your bid and returns to the bid page and displays a bid submitted message.

Submission status

The Submission status bar in the top left corner of your solicitation displays the current submission status of your bid, from not yet submitted to the date and time it was submitted, and if it was complete.

Orange: Either your bid or response has not yet been submitted, or the submission has changed. This may mean the agency has changed the solicitation and issued an update, or that you changed the content of your bid, both of which require you to resubmit. It may also mean the last submission was incomplete, meaning all required fields were not filled in prior to submitting. Click **Check Bid** or **Check Response** to find the incomplete information.

Blue: A completed bid or response has been submitted at the posted date and time. If someone else in your business also submits bids, this may not be the time you submitted the bid.

Bid Express® Vendor Multiple Bid Solicitations or Responses

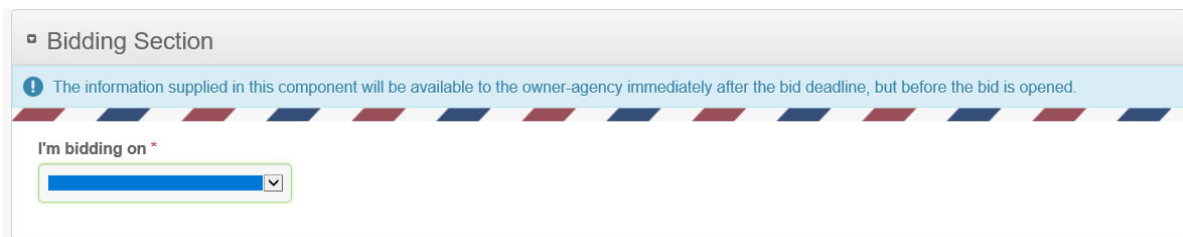
Some agencies in the Bid Express® service have the option of creating solicitations or RFPs that will accept multiple bids or responses. If the solicitation or response you are bidding on allows you to submit separate bids for different work types or scopes of work, the navigation trail displays the number of the current bid; for example, BID 1.



Bids / Bids for 274456-GS19 / BID 1

If you are using the Bid Express pay-as-you-go payment option, you pay only one time for the solicitation.

Many agencies will use the envelope component, identifiable by the striped banner, at the beginning of a multi-bidding solicitation. This enables you to differentiate between the bids you submitted on a single solicitation. The agency can view the information you entered in the envelope after the bid deadline but before bids are opened.



▢ Bidding Section

! The information supplied in this component will be available to the owner-agency immediately after the bid deadline, but before the bid is opened.

I'm bidding on *

Once you submit your bid, you'll be taken to a page that shows your bid submission history (and the envelope, if applicable) and the **Add New Bid** button to create your next bid.

1. Fill out the bid or response as normal.
2. Submit your bid or response.






- If you are bidding or responding again, click **Add New Bid** in the solicitation header and repeat the process for the next bid.

A bid submission receipt will be emailed to you each time you submit a bid. These receipts will include the bid number in the subject line and email body to make it easy to keep track of how many bids you and your company submitted.

Updating a Bid or Response

To update your bid or response, locate the solicitation or RFP number from the **Bids** tab if you are not already there.

Select the arrow for the solicitation to see the bids you've already submitted.

	2276-44GS22 Viaduct Removal South work includ...	01/11/2022 01:15 PM EST	City Agency		
BID 1		01/11/2022 01:15 PM EST	City Agency		Submitted
BID 2		01/11/2022 01:15 PM EST	City Agency		Submitted but Updated
BID 3		01/11/2022 01:15 PM EST	City Agency		Draft

- Click the solicitation number to see your list of submitted bids and to add a new bid.
- From there, click **Add New Bid**, click **View** to see a bid that's already been submitted, or click **Open** to see the draft of your bid.
- Click the bid number to see the details for that bid.

Make any necessary changes. Save or submit your bid.

JOC CONTRACT BY FACTORS AND REQUIREMENT FORMS

JOC Contract No.	OSHPD Factors	Special Qualification and Requirements for OSHPD Contracts	Specialty Factors	Special Qualification and Requirements for Specialty Contracts
2401CP	X	X		
2402CP	X	X		
2403CP			X	X
2404CP			X	X
2405CP			X	X
2406CP			X	X
2407GG	X	X		
2408GG	X	X		
2409GG	X	X		
2410GG	X	X		
2411GG	X	X		
2412GG			X	X
2413GG			X	X
2414GG			X	X
2415GG			X	X
2416GG			X	X
2417GG			X	X
2418GG			X	X
2419GG			X	X
2420GG			X	X
2421GG			X	X
2422JS			X	X
2423JS			X	X