Estimate: $14,000,000

INFORMATION FOR BIDDERS

This project includes the Countywide Community Workforce Agreement (CWA). Refer to EXHIBIT 15, Community Workforce Agreement.

Notice is hereby given that the Los Angeles County Public Works will receive sealed bids in a place, time and manner hereinafter described for furnishing all materials, labor and equipment required for the construction to complete the following work:

PROJECT: **Century Regional Detention Facility Roof, Elevator, and Fire Protection Deferred Maintenance Repairs Project**
11705 South Alameda Street, Lynwood, CA 90262

SPECIFICATIONS: 7684

DATE OF BID OPENING: **November 9, 2023**

Each bid shall be submitted on the proper form electronically through BidExpress, on/or before **11:00 a.m.** on the bid opening date.

Due to the amount of time it takes to download bids from BidExpress, the bids will be publicly opened, examined, and declared by the Department of Public Works at 3:00 p.m. using Microsoft Teams Meeting, 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. Bidders may participate in the public bid opening by visiting the Los Angeles County Public Works Business Opportunities Website at dpw.lacounty.gov/contracts/opportunities.com, selecting the project, and clicking on the bid opening link. Once the bid submittal time has closed, the solicitation may be viewed by applying the Status: Closed filter on the Public Works website.

Optional: An optional pre-bid conference and site visitation will be held on **Thursday, September 21, 2023 at 10:00 a.m. at the job site, 11705 South Alameda Street, Lynwood, CA 90262,** to answer questions concerning the project. Interested parties must meet at the address listed above. Important instructions:

1. Bidders/Attendees must complete Section 1 of the attached Short Term Application Custody Facility Clearance Application and email a color copy of the applicant's Driver's License (FRONT AND BACK) to the Contract Administrator, Simon Lee, at SimonLee@dpw.lacounty.gov by 9 a.m. on Tuesday, September 19, 2023. The Contract Administrator will forward the applications and Driver's Licenses to the Los Angeles County Sheriff's Department for approval to visit Century Regional Detention Facility (CRDF). The Contract Administrator will update Bidders on their applications approval. LASD requires masks to be worn inside all custody facilities.

2. Bidders/Attendees must complete the attached Confidentiality Agreement - Los Angeles County Sheriff's Department – Facilities Planning Bureau and email to the Contract Administrator, Simon Lee at SimonLee@dpw.lacounty.gov by 9 a.m. on Wednesday, September 20, 2023. The Contract Administrator will forward to the Los Angeles County Sheriff's Department for approval to receive a link to plans and technical specifications. If bidder is approved, the Contract Administrator will email the link to the bidder.

3. Pre-meet at 9:45 am. See attached map. All participants will be escorted to check in at the Security Counter. Please have Driver's Licenses or valid California picture ID.

4. Parking: Arrive early and use the CRDF's parking lot. See attached map. Attendance is strongly encouraged.

Optional: For those who missed the September 21, 2023 site visit, a second optional pre-bid conference and site visitation will be held on **Wednesday, October 4, 2023 at 10:00 a.m. at the job site, 11705 South Alameda Street, Lynwood, CA 90262,** to answer questions concerning the project. Interested parties must meet at the address listed above. Important instructions:

1. Bidders/Attendees must complete Section 1 of the attached Short Term Application Custody Facility Clearance Application and email a color copy of the applicant's Driver's License (FRONT AND BACK) to the Contract Administrator, Simon Lee, at SimonLee@dpw.lacounty.gov by 9 a.m. on Monday, October 2, 2023. The Contract Administrator will forward the applications and Driver's Licenses to the Los Angeles County Sheriff's Department for approval to visit Century Regional Detention Facility (CRDF). The Contract Administrator will update Bidders on their applications approval. LASD requires masks to be worn inside all custody facilities.

2. Bidders/Attendees must complete the attached Confidentiality Agreement - Los Angeles County Sheriff's Department – Facilities Planning Bureau and email to the Contract Administrator, Simon Lee at SimonLee@dpw.lacounty.gov by 9 a.m. on Tuesday, October 3, 2023. The Contract Administrator will forward to the Los Angeles County Sheriff's Department for approval to receive a link to plans and technical specifications. If bidder is approved, the Contract Administrator will email the link to the bidder.

3. Pre-meet at 9:45 am. See attached map. All participants will be escorted to check in at the Security Counter. Please have Driver's Licenses or valid California picture ID.

4. Parking: Arrive early and use the CRDF's parking lot. See attached map. Attendance is strongly encouraged.

All Bidders for this solicitation are strongly encouraged to register at http://dpw.lacounty.gov/general/contracts/opportunities/ for BRC0000450 Century Regional Detention Facility Roof, Elevator, and Fire Protection Deferred Maintenance Repairs Project. 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.** Copies of Project Manual and Drawings of the work to be bid upon can be downloaded for free at the website listed above.

The County reserves the right to reject any or all bids or to waive technical errors and discrepancies in bids submitted in the public interest. Bidders are urged to familiarize themselves with BidExpress. The County strongly encourages the participation of Community Business Enterprises on the project.

For all questions regarding this Project, contact Mr. Simon Lee at (626) 458-2509 or by email at SimonLee@dpw.lacounty.gov.

ATTENTION BIDDERS

Effective immediately, Bidders shall include with bid submittals only the required bid forms listed in Section 00 01 00, Instructions to Bidders, Submittals of Bids, Item 1.11, paragraph a(1).

The additional form listed in Item 1.11, paragraph a(2) of Section 00 01 00, is required only from the first, second, and third apparent lowest Bidders and must be submitted no later than 2 calendar days from the date of bid opening.

The additional forms listed in Item 1.11, paragraph d of Section 00 01 00, are required only from the first, second, and third apparent lowest Bidders and must be submitted no later than 7 calendar days from the date of bid opening.

Effective June 4, 2015, all contractors and subcontractors must use the eCPR system, which is the DIR's electronic data filing system, for submitting their certified payrolls directly to the state. This is required on all public works projects awarded on or after April 1, 2015, and directions are available on the DIR's website http://www.dir.ca.gov/Public-Works/PublicWorks.html

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 A**ctivate**.

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**.

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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.

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.

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 the your driver's license, passport, or state ID in a file that can be uploaded.
- The phone numbered entered should be the applicant's phone number, not the person filling out the application (if it's not the applicant).

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- 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**.

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

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.

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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.
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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.

Electronic Signatures vs. Infotech® Multi-Browser and Legacy Digital IDs

The following table details the key points concerning the setup and security of both Infotech Digital ID bid submission and electronic signatures bid submission for Infotech's Bid Express® service.

	Infotech Digital IDs	
Electronic Signatures	**Multi-Browser**	**Legacy** **used by some Digital ID holders through August 2021**
No application process for owner-agencies or vendors.	Requires vendors to complete an application process and should be applied for at least seven business days before a solicitation deadline. As part of the application process, the applicant must upload a form of legal identification. This application and identification are reviewed by an Infotech Customer Support Specialist, who conducts a verbal verification with the authorized signing applicant before enabling the ID. These Digital IDs must be renewed by the applicant every two years.	Required vendors to complete an application process and apply at least seven business days before a solicitation deadline. The registration form must have been received by mail to Infotech's headquarters in Gainesville, FL, before a Digital ID was enabled and used for internet bidding. Legacy Digital IDs have no expiration or renewal period.

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	Infotech Digital IDs	
Electronic Signatures	**Multi-Browser**	**Legacy** **used by some Digital ID holders through August 2021**
A saved draft of a bid or response is accessible by any business member, at any computer, via the member's login to the Bid Express service. The last saved draft is the version that will be on the server. Vendors working simultaneously on the same bid risk overwriting each other's work.	Drafts are saved locally on the computer being used. Vendors must export sections or the entirety of their draft bid to share with other users of their business. The additional users must have an account and an enabled Infotech Digital ID to successfully import the shared draft in the Bid Express bid.	
Once an owner-agency conducts its bid opening, all draft bids are deleted from the Bid Express servers. The vendor is responsible for saving a copy of its submitted or draft bids.	All draft and submitted bids are saved locally to the vendor's computer.	
When submitting the bid or response, each vendor types their name to sign their submissions.	When submitting the bid or response, the Infotech Digital ID, maintained by the vendor, is used for identity verification and to sign and encrypt the bid.	
The bid or response is transferred via HTTPS and encrypted at rest on the Bid Express servers.	The bid or response is transferred via HTTPS and has end-to-end encryption and bid package validation.	
No operating system or browser requirements	Multi-browser Digital IDs can be used with most modern operating systems and browsers.	Requires Internet Explorer 11 and Windows Operating Systems 8 or higher.
No certificate creation or installation is required.	Infotech Digital ID creation, installation, and enabling is required.	
No Infotech Express Sign Tool installation or Active X control is required.	No Infotech Express Sign Tool installation or Active X control is required.	Infotech Express Sign Tool installation and use of Active X controls is required.

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.

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PROJECT MANUAL

CENTURY REGIONAL DETENTION CENTER
ROOF, ELEVATOR AND FIRE PROTECTION
DEFERRED MAINTENANCE REPAIRS
11705 SOUTH ALAMEDA STREET
LYNWOOD, CA 90262

SPECS. NO. 7684; C.P. NO. 87678

JTC Architects, Inc.
65 North First Avenue, Suite 201
Arcadia, CA 91006
(626) 254-8884

September 12, 2023

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
BUSINESS RELATIONS AND CONTRACTS DIVISION
900 SOUTH FREMONT AVENUE
ALHAMBRA, CA 91803-5311
(626) 458-2509

PROJECT MANUAL - TABLE OF CONTENTS
BIDDING AND CONTRACT REQUIREMENTS

DIVISON 00	BID REQUIREMENTS	PAGE(S)
Section 00 01 00	Instructions to Bidders	1-38
Section 00 03 00	Form of Bid	1-5
Section 00 03 10	Best Management Practices	1-1
Section 00 03 11	Construction and Demolition Debris Recycling Requirements	1-1
Section 00 03 12	Insurance Requirements	1-1
Section 00 03 13	Local and Targeted Worker Hire Program – Mandatory Jobs Coordinator	1-1
Section 00 03 14	Certification to Comply with Countywide Community Workforce Agreement (CWA) Form	1-1
Section 00 03 15	Cost Impact of Countywide Community Workforce Agreement (CWA) Form	1-1
Section 00 04 00	Attestation of Contractor's Qualifications	1-10
Section 00 04 05	Attestation of Additional Personnel Requirements	1-1
Section 00 04 10	Bid Bond	1-1
Section 00 04 30	List of Subcontractors	1-2
Section 00 04 35	Community Business Enterprise Participation Form	1-2
Section 00 04 38	Request for County Program Preference Consideration	1-2
Section 00 04 38A	Subconsultant Certification Form	1-1
Section 00 04 40	Equals	1-2
Section 00 04 50	Noncollusion Affidavit	1-1
Section 00 04 60	Attestation of Willingness to Consider GAIN/GROW Participants	1-1
Section 00 04 65	3-Year Contracting History	1-1
Section 00 04 70	False Claims	1-2
Section 00 04 71	Civil Litigation History	1-2
Section 00 04 72	Criminal Convictions	1-2
Section 00 04 73	Debarment	1-2
Section 00 04 74	Labor Law/Prevailing Wage	1-2
Section 00 04 75	Integrated Pest Management Program Compliance Certification	1-1
Section 00 04 76	Charitable Contributions Certification	1-1
Section 00 04 77	Prospective Contractor List of Terminated Contracts	1-1
Section 00 04 85	Contractor Employee Jury Service Program	1-1
Section 00 04 90	Contractor's Industrial Safety Record	1-1

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

CONTRACT FORMS

Section 00 05 00	Sample Agreement	1-30
Section 00 06 10	Bond of Faithful Performance	1-1
Section 00 06 20	Payment Bond for Labor and Materials	1-1

CONDITIONS OF THE CONTRACT

Section 00 07 00	General Conditions	1-52
Section 00 08 00	Supplemental Conditions	1-9
Section 00 09 12	Local and Targeted Worker Hire Program	1-9

DIVISION 1 GENERAL REQUIREMENTS

Section 01 00 00	Project General Requirements	1-9
Section 01 12 16	Phasing of the Work	1-4
Section 01 14 00	Alteration Project Procedures	1-4
Section 01 22 00	Unit Prices	1-1
Section 01 23 00	Alternatives	1-2
Section 01 26 13	Contractor's Request for Information	1-4
Section 01 29 73	Schedule of Values	1-2
Section 01 29 76	Progress Payment Procedures	1-8
Section 01 31 00	Coordination and Meetings	1-5
Section 01 32 00	Construction Schedule	1-13
Section 01 32 33	Photographic Documentation	1-2
Section 01 33 00	Submittals	1-11

Section 01 33 23	Shop Drawings, Product Data and Samples	1-6
Section 01 45 00	Quality Control	1-6
Section 01 50 00	Temporary Facilities	1-5
Section 01 57 00	Storm Water Pollution Prevention	1-7
Section 01 57 19	Temporary and Environmental Controls	1-8
Section 01 60 00	Product Handling	1-2
Section 01 66 00	Transport, Handling and Storage	1-2
Section 01 74 19	Construction and Demolition Debris Recycling	1-12
Section 01 74 23	Final Cleaning	1-3
Section 01 75 00	Project Added Stock	1-2
Section 01 77 00	Contract Closeout	1-7
Section 01 78 23	Operations and Maintenance	1-5
Section 01 78 36	Guarantees and Warranties	1-3
Section 01 78 39	Project Record Documents	1-3

DIVISION 02	EXISTING CONDITIONS
DIVISION 03	CONCRETE
DIVISION 04	MASONRY
DIVISION 05	METALS
DIVISION 06	WOOD, PLASTICS AND COMPOSITES
DIVISION 07	THERMAL AND MOISTURE PROTECTION
DIVISION 08	OPENINGS
DIVISION 09	FINISHES
DIVISION 10	SPECIALTIES
DIVISION 11	EQUIPMENT
DIVISION 12	FURNISHINGS
DIVISION 13	SPECIAL CONSTRUCTION
DIVISION 14	CONVEYING EQUIPMENT
DIVISIONS 15 – 21	NOT USED
DIVISION 21	FIRE SUPPRESSION
DIVISION 22	PLUMBING
DIVISION 23	HEATING, VENTILATING, AND AIR CONDITIONING (HVAC)
DIVISION 24	NOT USED
DIVISION 25	INTEGRATED AUTOMATION
DIVISION 26	ELECTRICAL
DIVISION 27	COMMUNICATIONS
DIVISION 28	ELECTRONIC SAFETY AND SECURITY
DIVISIONS 29-30	NOT USED
DIVISION 31	EARTHWORK
DIVISION 32	EXTERIOR IMPROVEMENTS
DIVISION 33	UTILITIES

DIVISION 34	TRANSPORTATION
DIVISION 35	WATERWAY AND MARINE CONSTRUCTION
DIVISIONS 36 – 39	NOT USED
DIVISION 40	PROCESS INTEGRATION
DIVISION 41	MATERIAL PROCESSING AND HANDLING EQUPMENT
DIVISION 42	PROCESS HEATING, COOLING, AND DRYING EQUIPMENT
DIVISION 43	PROCESS GASS AND LIQUID HANDLING, PURIFICATION AND STORAGE EQUIPMENT
DIVISION 44	POLLUTION AND WASTE CONTROL EQUIPMENT
DIVISION 45	INDUSTRY SPECIFIC MANUFACTURING EQUIPMENT
DIVISION 46	WATER AND WASTEWATER EQUIPMENT
DIVISION 47	NOT USED
DIVISION 48	ELECTRICAL POWER GENERATION

EXHIBITS

Exhibit 1	Short Term Custody Facility Clearance Application
Exhibit 2	Custody Facility Clearance Application
Exhibit 3	Annual Personal Information Form
Exhibit 4	Confidentiality Agreement for Viewing Plan
Exhibit 5	Confidentiality Agreement
Exhibit 6	Asbestos-Containing Material (ACM) and Lead-Based Paint (LBP) Survey Report
Exhibit 7	CRDF Meeting Location
Exhibit 8	CRDF Secure Facility Operations Plan
Exhibit 9	CRDF Elevator Phasing Plan
Exhibit 10	CRDF Elevator Staging Plan
Exhibit 11	CRDF Elevator Modernization Schedule
Exhibit 12	CRDF Fire Alarm Detection Replacement Suggested Phasing for Construction
Exhibit 13	CRDF Fire Alarm Detection System Replacement Schedule
Exhibit 14	CRDF Elevator Interim Maintenance and Warranty Maintenance Specifications
Exhibit 15	Countywide Community Workforce Agreement

SECTION 00 01 00

INSTRUCTIONS TO BIDDERS

This project includes the Countywide Community Workforce Agreement (CWA). Refer to EXHIBIT 15, Community Workforce Agreement.

PART 1 - GENERAL

1.01 COPIES OF BIDDING DOCUMENTS

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

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

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

d. Electronic Submission of Bid

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

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

e. The bid opening will be held using Microsoft Teams, or County accepted platform. The information and link to access the bid opening will be posted on Public Works website, on the project information link. Any changes to this procedure will be issued in a Notice to Bidders for this project.

1.02 QUALIFICATIONS OF BIDDERS AND SUBCONTRACTORS

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

b. This project requires the Bidder (General contractor) to possess a license classification of “A” or “B” at time of bid. And a C-16 Fire Protection for the fire alarm sub-contractor, C-11 license classification for the elevator sub-contractor at time of bid.

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

d. All Bidders and their subcontractors must be registered with the Department of Industrial Relations. Qualified contractors and subcontractors are listed on searchable database at: https://cadir.my.salesforce-sites.com/ContractorSearch.

1.03 EXAMINATION OF CONTRACT DOCUMENTS AND SITE

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

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

1.04 INTERPRETATIONS

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

1.05 BID SECURITY

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

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

1.06 CONTRACT TIME

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

1.07 LIQUIDATED DAMAGES

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

1.08 SUBSTITUTE MATERIAL AND EQUIPMENT

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

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

1.09 SUBCONTRACTORS

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

1.10 FORM OF BID

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

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

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

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

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

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

1.11 SUBMITTAL OF BIDS

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

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

Required bid form documents:

- **Section 00 03 00 Form of Bid**
- **Section 00 03 10 Best Management Practices**
- **Section 00 03 11 Construction and Demolition Debris Recycling Requirements**
- **Section 00 03 12 Insurance Requirements**
- **Section 00 03 13 LTWHP Jobs Coordinator**
- **Section 00 03 14 Certification to Comply with Countywide Community Workforce Agreement (CWA) Form**
- **Section 00 03 15 Cost Impact of Countywide Community Workforce Agreement (CWA) Form**
- **Section 00 04 00 Attestation of Contractor's Qualifications**
- **Section 00 04 05 Attestation of Additional Requirements**
- **Section 00 04 10 Bid Bond (scanned copy)**
- **Section 00 04 30 List of Subcontractors**
- **Section 00 04 38 Request for Preference Consideration**
- **Section 00 04 38A Subconsultant Certification Form**

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

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

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

- **Section 00 04 40 Equals**

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

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

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

Section 00 04 05	**Attestation of Additional Requirements (supporting documentations for 1.22A)**
Section 00 04 35	**Community Business Enterprises (CBE) Participation Form. If the bidder does not meet the 25% CBE participation goal, provide documentation of bidder's good faith efforts to utilize CBEs. Refer to Article 1.16 of these Instructions to Bidders.**
Section 00 04 50	**Noncollusion Affidavit**
Section 00 04 60	**Attestation of Willingness to Consider GAIN/GROW Participants**
Section 00 04 65	**3-Year Contracting History**
Section 00 04 70	**False Claims**
Section 00 04 71	**Civil Litigation History**
Section 00 04 72	**Criminal Convictions**
Section 00 04 73	**Debarment**
Section 00 04 74	**Labor Law/Prevailing Wage**
Section 00 04 75	**Integrated Pest Management Program Compliance Certification**
Section 00 04 76	**Charitable Contributions Certification**
Section 00 04 77	**Prospective Contractor List of Terminated Contracts**
Section 00 04 85	**Contractor Employee Jury Service Program**
Section 00 04 90	**Contractor's Industrial Safety Record**
Section 00 04 91	**Injury and Illness Prevention Plan and Code of Safe Practices Affidavit**

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

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

1.12 MODIFICATION AND WITHDRAWAL OF BIDS

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

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

1.13 OPENING OF BIDS

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

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

1.14 AWARD OF CONTRACT

a. If the County determines to award a contract, it shall be awarded to a responsive and responsible Bidder with the lowest bid price with preference to businesses that are certified by the County as a Local Small Business Enterprise, 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.

c. Extended Overhead Daily Rate

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

The Bid Form contains an Extended Overhead Daily Rate which will be used to determine the additional compensation due the Contractor for each day of Compensable Delay. The number of days of Compensable Delay shown as a multiplier in the paragraph below is not intended as an estimate of the number of days of Compensable Delay, as defined in Section 00 07 00, General Conditions, Article 17.F.2 may be greater or lesser than the 60 days shown below.

The Extended Overhead Daily Rate in the Bid Form will be used in the evaluation of bids by multiplying the Extended Overhead Daily Rate times 60 days of Compensable Delay and adding it to the bidder's Lump Sum Bid price. However, the amount of the multiplied Extended Overhead Daily Rate for 60 days of Compensable Delay will <u>not</u> be included in the base contract amount.

d. Consultant Services Agreement

Following the determination of the successful bidder by the County, the County will issue a consultant services agreement for the preparation of the baseline construction schedule. The successful bidder shall return the signed consultant services agreement within three days of the County's issuance. Upon the County's receipt of the signed consultant services agreement, the County will authorize preparation of the Detailed Network Construction Schedule in accordance with Section 01 32 00 and preparation of the Schedule of Values in accordance with Section 01 29 73 of the project

specifications. Only after acceptance by the County of the Detailed Network Construction Schedule in accordance with the minimum requirements set forth in Section 01 32 00, Construction Schedule, Section 01 29 73, Schedule of Values, Section 01 33 00, Submittals, and execution by the bidder of a contract for the entire project will the County execute a contract for the construction of the project.

Upon receipt by the County, of an acceptable Detailed Network Construction Schedule, Schedule of Values, and list of Submittals, the Bidder shall receive payment of the sum of Ten Thousand Dollars ($10,000) as compensation to perform the work required to provide a Detailed Network Construction Schedule, Schedule of Values, and list of Submittals. The payment of $10,000 shall be deducted from the overall construction contract base bid and shall not be in addition to it.

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

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

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

f. Execution of Contract by Bidder

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

g. Execution of Contract by County

When the Board of Supervisors or the Director has formally awarded the contract to the Successful Bidder, the County will execute the contract and

issue the fully executed contract to the Contractor followed by the Notice to Proceed.

h. Failure to Resolve Equals

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

i. Protest Policy

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

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

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

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

Policy Guidelines

1. **Introduction.** Protests received by the County before contract award shall be immediately forwarded to the contract administrator issuing the IFB or RFP. 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 (IFB) or best-qualified firm or consultant (RFP) must be made prior to contract award. Untimely notice will not serve the interests of either party. Protests should be received by the County at the earliest practical time.

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

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

5. **Protest Submittal.** The best interests of the parties are served if the protest is (1) filed with the contract 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.

1.15 PERFORMANCE AND OTHER BONDS

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

1.16 COMMUNITY BUSINESS ENTERPRISE (CBE) PARTICIPATION

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

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

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

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

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

4. Bidder provided written notice of his or her interest in bidding on the contract to the CBEs required to be notified by the Project

specifications not less than ten (10) calendar days prior to the opening of bids.

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

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

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

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

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

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

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

osb@dcba.lacounty.gov

For additional information, contact the County of Los Angeles Department of Consumer and Business Affairs (Small Business Services). The website is: dcba.lacounty.gov. The County of Los Angeles Certification Portal from the Office of Small business is at the same website for firms seeking County certification.

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

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

1.17 BEST MANAGEMENT PRACTICE (BMP) REQUIREMENTS

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

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

1.18 RECYCLED BOND PAPER-CONTRACT LANGUAGE

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

1.19 GRATUITIES

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

b. A Bidder 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 or visit the County Auditor-Controller's website at www.lacountyfraud.org.

Failure to report such a solicitation may result in the Bidder's submittal being eliminated from consideration.

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

1.20 CONSIDERATION OF GAIN/GROW PROGRAM PARTICIPANTS FOR EMPLOYMENT

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

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

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

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

1.21 CHILD SUPPORT COMPLIANCE PROGRAM

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

1.22 FEDERAL EARNED INCOME CREDIT

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

1.23 REDUCTION OF SOLID WASTE

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

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

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

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

1.25 DETERMINATION OF BIDDER RESPONSIBILITY

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

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

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

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

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

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

1.26 BIDDER DEBARMENT

a. The Bidder is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Bidder from proposing on, or being awarded, and/or performing work on other County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and the County may terminate any or all of the Bidder's existing contracts with the County, if the Board of Supervisors finds, in it discretion, that the Bidder has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Bidder's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

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

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

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

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

f. The Contractor Hearing Board will consider requests for review of a debarment determination only where (1) the Bidder has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. After the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

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

1.27 CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM

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

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

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

c. If a contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the contractor must so indicate in the Certification Form and Application for Exception and include with its submission all necessary documentation to

support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the contractor's application, the County will determine, in its sole discretion, whether the contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

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

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

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

1.28 VENDOR REGISTRATION WITH THE COUNTY OF LOS ANGELES

All potential bidders/proposers with the County of Los Angeles are required to register in WebVen and have a valid vendor number assigned to them. The vendor number is required by the Auditor-Controller and is necessary for any payments to be made to a contractor who is awarded a County project. Vendor registration can be done online at http://camisvr.co.la.ca.us/webven or calling the County's Internal Service Department Central Purchasing Vendor Relations Unit at (323) 267-2650. If you are awarded a contract and you do not have a valid vendor number, your payments will be delayed until you are registered.

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

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

1.30 COUNTY'S PREFERENCE 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 Affair's

(DCBA) inclusion policy that: a) has its principal place of business located in Los Angeles County, and b) has revenues and employee sizes that meet the State's Department of General Services requirements. **The business must be certified by the Department of Consumer and Business Affairs as meeting the requirements set forth above prior to requesting the LSBE Preference in a solicitation.**

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

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

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

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 Section 00 04 38 Request for Preference Consideration Form and submit a letter of certification from the County of Los Angeles Department of Consumer and Business Affairs (DCBA) with their proposal. As shown on the County DCBA letter, the certification must be valid as of the bid due date.

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 Section 00 04 38 Request for Preference Consideration Form and submit a letter of certification from the County of Los Angeles Department of Consumer and Business Affairs (DCBA) with their proposal. As shown on the County DCBA letter, the certification must be valid as of the bid due date.

Information about the State's 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.

1.31 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

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

1.32 REQUIRED CERTIFICATION/DISCLOSURE

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

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

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

1.34 COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

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

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

1.35 LOCAL AND TARGETED WORKER HIRE PROGRAM

Local and Targeted Worker Hire Program applies to this project.

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

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

    1. Has a documented annual income at or below 100 percent of the Federal Poverty Level;
    2. No high school diploma or GED;
    3. A history of involvement with the criminal justice system;
    4. Protracted unemployment (receiving unemployment benefits for at least 6 months);
    5. Is a current recipient of government cash or food assistance benefits;
    6. Is homeless or has been homeless within the last year;
    7. Is a custodial single parent;
    8. Is a former foster youth; or
    9. Is a veteran, or is the eligible spouse of a veteran of the United States armed forces, under Section 2(a) of the Jobs for Veterans Act (38 U.S.C.4215[a]).
    10. Eligible Migrant and seasonal farmworkers
    11. English Language Learners
    12. Older Individuals (55+)
    13. Disabled
    14. Individuals with Low Levels of Literacy

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

apply to affordable housing projects and for privately financed developments located on County property.

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

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

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

1.36 Contractor CARD Track/Monitoring Database

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

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

1.37 Time Off for Voting

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law

(Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

1.38 ADDITIONAL BIDDER REQUIREMENTS

a. An optional pre-bid conference and site visitation will be held on **Thursday, September 21, 2023 at 10:00 a.m. at the job site, 11705 South Alameda Street, Lynwood, CA 90262,** to answer questions concerning the project. Interested parties must meet at the address listed above. Important instructions:

   1. Bidders/Attendees must complete Section 1 of the attached Short Term Application Custody Facility Clearance Application and email a color copy of the applicant's Driver's License (FRONT AND BACK) to the Contract Administrator, Simon Lee: email is SimonLee@dpw.lacounty.gov by 9 a.m. on Thursday, September 14, 2023. The Contract Administrator will forward the applications and Driver's Licenses to the Los Angeles County Sheriff's Department for approval to visit Century Regional Detention Facility (CRDF). The Contract Administrator will update Bidders on their applications approval. LASD requires masks to be worn inside all custody facilities.

   2. Bidders/Attendees must complete the attached Confidentiality Agreement - Los Angeles County Sheriff's Department – Facilities Planning Bureau and email to the Contract Administrator, Simon Lee: email is SimonLee@dpw.lacounty.gov by 9 a.m. on Thursday, September 14, 2023. The Contract Administrator will forward to the Los Angeles County Sheriff's Department for approval to receive a link to plans and technical specifications. If bidder is approved, the Contract Administrator will email the link to the bidder.

   3. Pre-meet at 9:45 am. See attached map. All participants will be escorted to check in at the Security Counter. Please have Driver's Licenses or valid California picture ID.

   4. Parking: Arrive early and use the CRDF's parking lot. See attached map. Attendance is strongly encouraged. but not mandatory.

b. For those who did not attend the September 21, 2023 site visit, a second optional pre-bid conference and site visitation will be held on **Wednesday, October 4, 2023 at 10:00 a.m. at the job site, 11705 South Alameda Street, Lynwood, CA 90262,** to answer questions concerning the project. Interested parties must meet at the address listed above. Important instructions:

   1. Bidders/Attendees must complete Section 1 of the attached Short Term Application Custody Facility Clearance Application and email a color copy of the applicant's Driver's License (FRONT AND BACK) to the Contract Administrator, Simon Lee: email is SimonLee@dpw.lacounty.gov by 9 a.m.

on Thursday, September 14, 2023. The Contract Administrator will forward the applications and Driver's Licenses to the Los Angeles County Sheriff's Department for approval to visit Century Regional Detention Facility (CRDF). The Contract Administrator will update Bidders on their applications approval. LASD requires masks to be worn inside all custody facilities.

2. Bidders/Attendees must complete the attached Confidentiality Agreement - Los Angeles County Sheriff's Department – Facilities Planning Bureau and email to the Contract Administrator, Simon Lee: email is SimonLee@dpw.lacounty.gov by 9 a.m. on Thursday, September 14, 2023. The Contract Administrator will forward to the Los Angeles County Sheriff's Department for approval to receive a link to plans and technical specifications. If bidder is approved, the Contract Administrator will email the link to the bidder.

3. Pre-meet at 9:45 am. See attached map. All participants will be escorted to check in at the Security Counter. Please have Driver's Licenses or valid California picture ID.

4. Parking: Arrive early and use the CRDF's parking lot. See attached map. Attendance is strongly encouraged. but not mandatory.

c. ADDITIONAL REQUIREMENTS.

1. Refer to Exhibit 8, CRDF Facility Operations Plans Sample. Governs operations in this facility.

1.39 PUBLIC WORKS CONTRACTOR REGISTRATION PROGRAM

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

b. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to requirements of Section 4104 of the California Public Contract Code, or engage in the performance of any contract for public works, unless currently registered with the Department of Industrial Relations and qualified to perform public work pursuant to California Labor Code Section 1725.5.

c. The County shall not accept any bid nor award any contract without proof of the contractor and subcontractor's current registration to perform the project. A copy of the confirmed registration from the Department of Industrial Relations website (https://efiling.dir.ca.gov/PWCR/Search.action) must be attached in applicable part of the bid package. The bid submitted by an unregistered contractor shall be basis for considering the bid non-responsive

[with limited exceptions from this requirement for bid purposes only under Labor Code Section 1771.1].

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

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

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

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

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

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

8 Calif. Code Reg. §16451(d):

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

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

Local Office Telephone Number:

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

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

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

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

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

1.40 MENTAL HEALTH SERVICES FOR CRITICAL INCIDENTS

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

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

In accordance with Board Policy No. 5.090, Contractor Independence, The County Board of Supervisors has adopted a countywide policy that prohibits any person, or any firm [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.

1.42 Background and Security Investigations

Background and security investigations of Contractor's staff is required as a condition of beginning and continuing work under any resulting Contract. The Contractor is responsible for coordinating all workforce applications and submit to the Public Works project manager for processing. The cost of background checks is the responsibility of the Contractor.

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

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

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

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

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

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

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

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

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

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

1.45 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.

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

On May 29, 2018, the Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (Section 12952).

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

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

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

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

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

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

1.48 Disallowed Cost

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

good faith negotiations to resolve the disallowed costs, in the opinion of the County.

1.49 Compliance with the County Policy of Equity

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

1.50 Integrated Pest Management (IPM) Program Compliance

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

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

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

1.51 COVID-19 Vaccinations of County Contractor Personnel

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

1.52 Contractor Development and Bonding Program

Contractor Development and Bonding Program (CDABP) - Administered by the Chief Executive Office of the County of Los Angeles for all County Construction Contracting Departments. The CDABP provides a broad range of contractor technical assistance, training, and support in qualifying for bonds, as well as contract financing for County awarded contracts. CDABP assistance is available to prime and subcontractors. The CDABP is a County funded resource designed to reduce the barriers to small and diverse firms seeking to bid and contract on County projects. For information on the CDABP, please contact contract administrator.

1.53 Application of Countywide Community Workforce Agreement

The Countywide Community Workforce Agreement (CWA) with the Los Angeles/Orange Counties Building and Construction Trades Council and its respective unions was fully executed on June 7, 2023. A copy of the Countywide CWA is included as Exhibit 15 of the Project Manual and will become an Exhibit in the final contract for this project. Countywide CWA will apply to this Project. The Contractor shall comply with all terms therein and shall be bound by the terms and conditions of the Countywide CWA applicable to the contractors for all Work on the Project for the entire duration of the Project. Countywide CWA shall be deemed incorporated in full into this agreement including, but not limited to, the provisions regarding the hiring of workers for the Project by the Contractor and all of its subcontractors of all tiers. Contractor shall execute and return to the County the Letter of Assent, attached to the Countywide CWA as Attachment A to the Exhibit 15, at the time of contract execution and shall cause each of its subcontractors of all tiers to also execute and return to the County a copy of the Letter of Assent.

Americans with Disabilities Act (ADA) Information

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

accommodation request, please reference Business Relations and Contracts Division **[BRC-2]**.

* * *

_____ _____

Name of Bidder (Firm Name) Vendor Identification Number

SECTION 00 03 00

FORM OF BID TO BE USED BY BIDDERS

The undersigned proposes to furnish all materials, labor, and equipment required for the construction to complete the Century Regional Detention Facility Roof, Elevator, and Fire Protection Deferred Maintenance Repairs project, in accordance with Drawings and Specifications 7684, including addenda thereto, if any, adopted by the Board of Supervisors, and on file in the office of the Board of Supervisors, as follows:

The lowest bid price shall be determined by adding the following items: Lump Sum Bid in Words (1) + [Extended Overhead Daily Rate (2) x Multiplied by 60 days] + Bid Alternate 1 (3) + Bid Alternate 2 (4) = Total Lump Sum Bid. Preference as stated in Section 00 01 00, 1.30, will be applied to the Total Lump Sum Bid, if applicable, to determine the final total bid amount.

1. LUMP SUM BID:

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

($_____) (_____)

Lump sum bid in figures Lump sum bid in words

2. EXTENDED OVERHEAD DAILY RATE:

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

($_____) (_____)

Daily rate in figures Daily rate in words

3. BID ALTERNATE 1: INTERIM MAINTENANCE DURING CONSTRUCTION

The amount to be added to the Lump Sum Bid for inclusion of the work of Additive Alternate 1, As per the detailed scope of services described in "Exhibit 14 CRDF Elevator Interim Maintenance and Warranty Specifications". A part of the bid documents. Contractor is to furnish all services, materials, labor, and equipment required for the facilities elevators continued operation and conduct all required elevator servicing to meet County and State operational requirements of the existing non-modernized elevators during construction as follows:

Provide a monthly unit price per elevator within each machine room. These services shall become effective at the start of and for the duration of the modernization for all elevators **WITHIN THE SAME ELEVATOR MACHINE ROOM**.

Total Number of Elevators	8
Monthly Unit Price per Elevator	$_____/Elevator/Month

(Additive Alternate #1) = 8 x Monthly Unit Price per Elevator x 12 months

The amount to be added to the Lump Sum Base Bid will be:

($_____) (_____)
Additive Alternate #1 bid in figures Additive Alternate #1 bid in words

Durations listed herein are only for Bid evaluation purposes. Payments will be per actual durations.

4. BID ALTERNATE 2: WARRANTY MAINTENANCE

The amount to be added to the Lump Sum Bid for inclusion of the work of Additive Alternate 2. As per the detailed scope of services described in "Exhibit 14 - CRDF Elevators Maintenance and Warranty Specifications". A part of the bid documents. Provide a monthly unit price per machine room.

Contractor is to furnish all services, materials, labor, and equipment required for the facilities elevators continued operation and conduct all required elevator servicing to meet County and State operational requirements of the newly replaced elevators **after modernization/replacement** of all elevators **WITHIN THE SAME ELEVATOR MACHINE ROOM**. These services shall run concurrently with the required 12-month warranty period.

Machine Room	**Total Number of Elevators (TNOE)**	**Monthly Price per Machine Room**	**Months**	**Total (Monthly Price per Machine Room x Months)**
West Tower 1	4	$_____	12	$_____
East Tower 2	4	$_____	12	$_____
			(Additive Alternate #2)	$_____

($_____) (_____)
Additive Alternate #2 bid in figures Additive Alternate #2 bid in words

Durations listed herein are only for Bid evaluation purposes. Payments will be per actual durations.

5. COUNTY PROGRAM PREFERENCE:

The Local Small Business Enterprise Program Preference, Social Enterprise Program Preference, and Disabled Veterans Business Enterprise Program Preference are provided by the County for purposes of bid evaluation only, as specified in Article 1.30 of Section 00 01 00. If Bidder is a qualifying Local Small Business Enterprise, Social Enterprise Preference, and/or Disabled Veterans Business Enterprise check "yes" in the box below. Section 00 04 38 Request for

County Program Preference Consideration must be submitted at the time of bid with a copy of the certification letter issued by the County of Los Angeles Department of Consumer and Business Affairs. If non-qualifying, check "no" in the appropriate box.

LSBE	Yes	☐	No	☐
SE	Yes	☐	No	☐
DVBE	Yes	☐	No	☐

6. RECEIPT OF NOTICE TO BIDDERS: (IF APPLICABLE)

I hereby certify and declare that I have received, reviewed and incorporated Notice to Bidders X dated XXXXXXX into my Bid.

Executed this day of _____ (Month and Year)

By: _____
(Authorized Signature of a Principal Owner, Officer, or Manager)

_____

_____

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

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

Firm Ownership Information
Check where applicable:

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

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

Race/Ethnic Composition
For statistical purposes only.

( ) Black/African American
( ) Hispanic/Latino
( ) Asian or Pacific Islander
( ) Native Americans
( ) Subcontinent Asian
( ) White

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

_____
_____
_____

Date signed _____, 20_____

Place _____
City and State

Respectfully submitted,

_____
Firm Name (if applicable)

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

_____
Number and Street

_____
City and State Zip Code

_____
Telephone

_____
Fax

_____
Signature and Print Name

_____
Title and E-mail Address

_____
Signature and Print Name

_____
Title and E-mail Address

SECTION 00 03 10

BEST MANAGEMENT PRACTICES (BMP) REQUIREMENTS

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

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

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

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

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

($_____) (_____)

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

SECTION 00 03 11

CONSTRUCTION AND DEMOLITION DEBRIS RECYCLING REQUIREMENTS

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

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

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

($_____) (_____)

Lump sum bid in figures Lump sum bid in words

_____
Name of Bidder (Firm Name)

SECTION 00 03 12

INSURANCE REQUIREMENTS

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

Builders Risk:

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

1. Insure against damage from perils covered by the Causes-of-Loss Special Form (ISO form CP 10 30), and 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).

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

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

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

($_____) (_____)

Amount in figures Amount in words

_____
Name of Bidder (Firm Name)

SECTION 00 03 13

LOCAL AND TARGETED WORKER HIRE PROGRAM – MANDATORY JOBS COORDINATOR

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

Mandatory Jobs Coordinator:

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

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

Name of Jobs Coordinator_____

Address_____

Phone Number & Email_____

_____
Name of Bidder (Firm Name)

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

I certify on behalf of the Contractor as follows:

If selected as the Contractor on the **Century Regional Detention Facility Roof, Elevator, and Fire Protection Deferred Maintenance Repairs** project:

Contractor, and all of its subcontractors of any tier, agree to be become a party to and accept the terms and conditions of the Countywide Community Workforce Agreement (CWA), entitled Countywide Community Workforce Agreement, dated June 7, 2023. A copy of the Countywide CWA is attached as Exhibit 15. If awarded contract, Letter of Assent shall be signed by the Prime Contractor prior to the execution of the Contract.

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

_____ Dated:
Responsible Contractor Representative

_____
(Signature)

_____
(Company and Position of Signatory)

_____
Name of Bidder (Firm Name)

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

Countywide Community Workforce Agreement:

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

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

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

_____ _____
Responsible General Contractor Representative Date

_____
(Signature)

_____
(Company and Position of Signatory)

SECTION 00 04 00

ATTESTATION OF CONTRACTOR'S QUALIFICATIONS

For the General Contractor's Firm Name (as shown on bid): _____

_____

As specified in the bidding documents, in order to qualify to bid on this project, the General Contractor and Elevator Sub-contractor must:

Have completed within the **last ten years**, at least **four similar elevator modernization projects** with a **construction value of at least 2 million dollars each in the State of California**. Representative project shall be for **traction and hydraulic elevator modernization**. *(Representative projects can be General Contractor and Sub-Contractor combined or individual examples. Complete tables below)*

Include the following information on each representative project:

1. Building/Project name and address (shall be in California)
2. Name and contact information for project owner or project manager.
3. Project Duration and Actual Final Project completion date (completion date must be from 2013 to present)
4. Construction value (must be equal or greater than $2 Million)
5. No. of elevators modernized and type (Hydraulic/Traction) - Minimum one project for Hydraulic and minimum one project for Traction must have been completed.
6. No. of crews assigned to the project

ATTESTATION OF CONTRACTOR'S QUALIFICATIONS

The general contractor and the elevator sub-contractor shall submit verification and justification of its qualifying experience on this County provided form as part of its bid submittal. Failure to submit the information at the time of bid and to meet requirements for qualifying experience may result in a determination by the County that the Bidder is non-responsive and/or not qualified.

The County will determine, in its sole discretion, whether or not the information provided meets the requirements for qualifying experience in order for the general contractor to be considered a qualified bidder for this project. The County reserves the right to contact any of the listed contact name for any of the projects listed below.

PROJECT 1-General Contractor:

General Contractor: List Name _____

(check either one of the two boxes)

☐ Project completed by General Contractor (Bidder) and Sub-Contractor combined (list names of both the bidding firm and the elevator subcontractor above)

☐ General Contractor self-performed

Building/Project Name and Address (shall be in California)	Building/Project Name: _____ _____ Address: _____ _____
Name and Contact information for project owner or project manager (email and phone number)	Name of Project Owner:_____ Name of Project Manager:_____ Project Manager's Email: _____ Project Manager's Phone: _____
Project Duration and Actual Final Project completion date (completion date must be from 2013 to present)	Project Duration: _____ Actual Final Project Completion Date:_____
Construction Value (must be equal or greater than $2 Million)	Construction Value: $_____
No. of elevators modernized and type. (Hydraulic/Traction) **min. one project for Hydraulic and min. one project for Traction must have been completed**	☐ Hydraulic elevators Total number of elevators: _____ ☐ Traction elevators Total number of elevators: _____
No. of crews assigned to the project	No. of Crews: _____

Project description:

_____

_____

_____

_____

_____

_____

_____

PROJECT 2-General Contractor:

General Contractor : List Name _____

(check either one of the two boxes)

☐ Project completed by General Contractor (Bidder) and Sub-Contractor combined (list names of both the bidding firm and the elevator subcontractor above)

☐ General Contractor self-performed

Building/Project Name and Address (shall be in California)	Building/Project Name: _____ _____ Address: _____ _____
Name and Contact information for project owner or project manager (email and phone number)	Name of Project Owner:_____ Name of Project Manager:_____ Project Manager's Email: _____ Project Manager's Phone: _____
Project Duration and Actual Final Project completion date (completion date must be from 2013 to present)	Project Duration: _____ Actual Final Project Completion Date:_____
Construction Value (must be equal or greater than $2 Million)	Construction Value: $_____
No. of elevators modernized and type. (Hydraulic/Traction) **min. one project for Hydraulic and min. one project for Traction must have been completed**	☐ Hydraulic elevators Total number of elevators: _____ ☐ Traction elevators Total number of elevators: _____
No. of crews assigned to the project	No. of Crews: _____

Project description:

_____

_____

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PROJECT 3-General Contractor:

General Contractor : List Name _____

(check either one of the two boxes)

☐ Project completed by General Contractor (Bidder) and Sub-Contractor combined (list names of both the bidding firm and the elevator subcontractor above)

☐ General Contractor self-performed

Building/Project Name and Address (shall be in California)	Building/Project Name: _____ _____ Address: _____ _____
Name and Contact information for project owner or project manager (email and phone number)	Name of Project Owner:_____ Name of Project Manager:_____ Project Manager's Email: _____ Project Manager's Phone: _____
Project Duration and Actual Final Project completion date (completion date must be from 2013 to present)	Project Duration: _____ Actual Final Project Completion Date:_____
Construction Value (must be equal or greater than $2 Million)	Construction Value: $_____
No. of elevators modernized and type. (Hydraulic/Traction) **min. one project for Hydraulic and min. one project for Traction must have been completed**	☐ Hydraulic elevators Total number of elevators: _____ ☐ Traction elevators Total number of elevators: _____
No. of crews assigned to the project	No. of Crews: _____

Project description:

_____

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_____

PROJECT 4-General Contractor:

General Contractor : List Name _____

(check either one of the two boxes)

☐ Project completed by General Contractor (Bidder) and Sub-Contractor combined (list names of both the bidding firm and the elevator subcontractor above)

☐ General Contractor self-performed

Building/Project Name and Address (shall be in California)	Building/Project Name: _____ _____ Address: _____ _____
Name and Contact information for project owner or project manager (email and phone number)	Name of Project Owner:_____ Name of Project Manager:_____ Project Manager's Email: _____ Project Manager's Phone: _____
Project Duration and Actual Final Project completion date (completion date must be from 2013 to present)	Project Duration: _____ Actual Final Project Completion Date:_____
Construction Value (must be equal or greater than $2 Million)	Construction Value: $_____
No. of elevators modernized and type. (Hydraulic/Traction) **min. one project for Hydraulic and min. one project for Traction must have been completed**	☐ Hydraulic elevators Total number of elevators: _____ ☐ Traction elevators Total number of elevators: _____
No. of crews assigned to the project	No. of Crews: _____

Project description:

_____

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PROJECT 1-Elevator Subcontractor:

Elevator Sub-contractor : List Name _____

Building/Project Name and Address (shall be in California)	Building/Project Name: _____ _____ Address: _____ _____
Name and Contact information for project owner or project manager (email and phone number)	Name of Project Owner:_____ Name of Project Manager:_____ Project Manager's Email: _____ Project Manager's Phone: _____
Project Duration and Actual Final Project completion date (completion date must be from 2013 to present)	Project Duration: _____ Actual Final Project Completion Date:_____
Construction Value (must be equal or greater than $2 Million)	Construction Value: $_____
No. of elevators modernized and type. (Hydraulic/Traction) **min. one project for Hydraulic and min. one project for Traction must have been completed**	☐ Hydraulic elevators Total number of elevators: _____ ☐ Traction elevators Total number of elevators: _____
No. of crews assigned to the project	No. of Crews: _____

Project description:

_____

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_____

PROJECT 2-Elevator Subcontractor:

Elevator Sub-contractor : List Name _____

Building/Project Name and Address (shall be in California)	Building/Project Name: _____ _____ Address: _____ _____
Name and Contact information for project owner or project manager (email and phone number)	Name of Project Owner:_____ Name of Project Manager:_____ Project Manager's Email: _____ Project Manager's Phone: _____
Project Duration and Actual Final Project completion date (completion date must be from 2013 to present)	Project Duration: _____ Actual Final Project Completion Date:_____
Construction Value (must be equal or greater than $2 Million)	Construction Value: $_____
No. of elevators modernized and type. (Hydraulic/Traction) **min. one project for Hydraulic and min. one project for Traction must have been completed**	☐ Hydraulic elevators Total number of elevators: _____ ☐ Traction elevators Total number of elevators: _____
No. of crews assigned to the project	No. of Crews: _____

Project description:

_____

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_____

PROJECT 3-Elevator Subcontractor:

Elevator Sub-contractor : List Name _____

Building/Project Name and Address (shall be in California)	Building/Project Name: _____ _____ Address: _____ _____
Name and Contact information for project owner or project manager (email and phone number)	Name of Project Owner:_____ Name of Project Manager:_____ Project Manager's Email: _____ Project Manager's Phone: _____
Project Duration and Actual Final Project completion date (completion date must be from 2013 to present)	Project Duration: _____ Actual Final Project Completion Date:_____
Construction Value (must be equal or greater than $2 Million)	Construction Value: $_____
No. of elevators modernized and type. (Hydraulic/Traction) **min. one project for Hydraulic and min. one project for Traction must have been completed**	☐ Hydraulic elevators Total number of elevators: _____ ☐ Traction elevators Total number of elevators: _____
No. of crews assigned to the project	No. of Crews: _____

Project description:

_____

_____

_____

_____

_____

_____

_____

PROJECT 4-Elevator Subcontractor:

Elevator Sub-contractor : List Name _____

Building/Project Name and Address (shall be in California)	Building/Project Name: _____ _____ Address: _____ _____
Name and Contact information for project owner or project manager (email and phone number)	Name of Project Owner:_____ Name of Project Manager:_____ Project Manager's Email: _____ Project Manager's Phone: _____
Project Duration and Actual Final Project completion date (completion date must be from 2013 to present)	Project Duration: _____ Actual Final Project Completion Date:_____
Construction Value (must be equal or greater than $2 Million)	Construction Value: $_____
No. of elevators modernized and type. (Hydraulic/Traction) **min. one project for Hydraulic and min. one project for Traction must have been completed**	☐ Hydraulic elevators Total number of elevators: _____ ☐ Traction elevators Total number of elevators: _____
No. of crews assigned to the project	No. of Crews: _____

Project description:

_____

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_____

_____

_____

The general contractor hereby certifies to the County of Los Angeles that it possesses the qualifying experience.

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct to the best of my knowledge.

Executed this _____ day of _____, 2023 at _____
(Month) (City and State)

By: _____
(Signature of owner or officer of the General Contractor)

_____
(Title)

SECTION 00 04 05
ATTESTATION OF ADDITIONAL REQUIREMENTS

For the General Contractor's Firm Name (as shown on bid): _____

_____

As specified in the bidding documents, in order to qualify to bid on this project, the General Contractor must attest to the following Additional Requirements from item 1.22 in Section 01 00 00 Project General Requirements:

1.22 ADDITIONAL REQUIREMENTS

The Contractor shall comply with the following requirements throughout the entire duration of the project.

A. The project superintendent assigned to the project has a minimum of 5 years of experience in the management of elevator modernization projects in the State of California. The first, second, and third apparent lowest bidders shall submit their respective superintendent's resume, references and references' contact information to demonstrate the qualification of the project superintendent no later than seven (7) calendar days after bid opening. Failure to submit the required resume may result in the contractor's disqualification as non-responsive. Failure to meet the qualification requirement set forth in this section may result in the contractor's disqualification based on such failure.

B. The General Contractor and Elevator sub-contractor shall provide all necessary materials, equipment, and support for the permanent assignment of a minimum of two (2) elevator modernization crews.

C. The Contractor shall provide a total of one (1) Elevator Construction/Modernization Supervisor/Leads on-site.

D. The Contractor shall provide one (1) Elevator Maintenance Supervisor/Lead and one (1) Elevator Maintenance Mechanic, as per requirements in **Exhibit 14, CRDF DM Elevator Interim Maintenance and Warranty Specifications.**

The General Contractor hereby certifies to the County of Los Angeles that it's project superintendent meets the requirement set forth in Section A, above, throughout the entire duration of the project. The General Contractor further certifies that it shall comply with the requirements set forth in Sections B through D, above, throughout the entire duration of the project.

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct to the best of my knowledge.

Executed this _____ day of _____, 2023 at _____
(Month) (City and State)

By: _____
(Signature of owner or officer of the General Contractor)

_____
(Title)

SECTION 00 04 10
BID BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That we, _____
_____(Bidder and Address)

as Principal and _____
_____(Surety and Address)
as Surety, as held and firmly bound unto the County of Los Angeles, hereinafter called the County, in the penal sum of ten percent (10%) of the total amount of the bid of the Principal above named, submitted by said Principal to the County, for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION of this obligation of such that:

WHEREAS, the Principal has submitted the above-mentioned Bid to the County, for certain construction specifically described as follows, for which bids are to be opened on _____

_____ for _____
(date of bid opening) (description of work, including location, project name, and project ID as it appears on the bid)

_____

Now, THEREFORE, if the aforesaid Principal is awarded the contract and, within the time and manner required under the bidding or contract documents, after prescribed forms are presented to him for signature, enters into written contract, in the prescribed form, in accordance with the bids, and files the two bonds with the County, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by the law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

In the event suit is brought upon this bond by the County and judgment is recovered, the Surety shall pay all costs incurred by the County in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____ day of _____, 20_____.

_____
Principal

(SEAL) _____
Signature and Title

(SEAL) _____
Surety

_____
Signature and Title

SECTION 00 04 30

SUBCONTRACTOR LISTING AND SUBCONTRACTING

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

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

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

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

LIST OF SUBCONTRACTORS

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

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

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

SECTION 00 04 35

COMMUNITY BUSINESS ENTERPRISES (CBE) PARTICIPATION FORM

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

LIST OF CBE PARTICIPATION

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

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

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

SECTION 00 04 38

REQUEST FOR COUNTY PROGRAM PREFERENCE CONSIDERATION

INSTRUCTIONS: Businesses requesting preference consideration must complete and return this form for proper consideration of the proposal. Businesses may request consideration for one or more preference programs. Check all certifications that apply.* If no certifications apply: complete the firm information, signature, and date at the bottom of the page but do not check a box.

I MEET ALL OF THE REQUIREMENTS AND REQUEST THIS PROPOSAL BE CONSIDERED FOR THE PREFERENCE PROGRAM(S) SELECTED BELOW. A COPY OF THE CERTIFICATION LETTER ISSUED BY THE COUNTY OF LOS ANGELES DEPARTMENT OF CONSUMER AND BUSINESS AFFAIRS (DCBA) IS ATTACHED.

☐ Request for Local Small Business Enterprise (LSBE) Program Preference

- ☐ 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 (1) year; **or**
- ☐ Certified as a LSBE with other certifying agencies under DCBA's inclusion policy that has its principal place of business located in Los Angeles County and has revenues and employee sizes that meet the State's Department of General Services requirements; **and**
- ☐ Certified as a LSBE by the County of Los Angeles DCBA.

☐ Request for Social Enterprise (SE) Program Preference

- ☐ A business that has been in operation for at least one year providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; **and**
- ☐ Certified as a SE business by the County of Los Angeles DCBA.

☐ Request for Disabled Veterans Business Enterprise (DVBE) Program Preference

- ☐ Certified by the State of California, **or**
- ☐ Certified by U.S. Department of Veterans Affairs as a DVBE; **or**
- ☐ Certified as a DVBE with other certifying agencies under DCBA's inclusion policy that meets the criteria set forth by: the State of California as a DVBE or is verified as a service-disabled veteran-owned small business by the Veterans Administration: **and**
- ☐ Certified as a DVBE by the County of Los Angeles DCBA.

***IN NO INSTANCE SHALL ANY OF THE ABOVE LISTED PREFERENCE PROGRAMS PRICE OR SCORING PREFERENCE BE COMBINED WITH ANY OTHER COUNTY PROGRAM TO EXCEED FIFTEEN PERCENT (15%) IN RESPONSE TO ANY COUNTY SOLICITATION.**

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

☐ **County of Los Angeles DCBA certification is attached.**

Name of Firm	County Webven No.
Print Name:	Title:
Signature:	Date:

Reviewer's Signature	Approved	Disapproved	Date

LOS ANGELES COUNTY COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION

TITLE	REFERENCE
1 FIRM/ORGANIZATION INFORMATION	The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.
Total Number of Employees in California:	
Total Number of Employees (including owners). If the firm has more than one office location, all personnel from all offices must be included**:**	

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

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

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

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	LGBTQQ

SECTION 00 04 38 A Subconsultant Certification Form

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

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

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

Print Name:	Authorized Signature	Title	Date

SECTION 00 04 40
EQUALS

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

Date _____, 20_____

_____
Contractor's Name

Phone No. _____

_____
Contractor’s Address

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

3.

4.

5.

6.

SECTION 00 04 50

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER

State of California

ss.

County of

_____, being first duly sworn, deposes and says that he or she is _____ of _____ the party making the foregoing bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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

Signature

_____

Date

SECTION 00 04 60

ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

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

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

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

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

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

_____ YES (subject to verification by County) _____ NO

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

_____ YES _____ NO

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

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

Proposer's Organization: _____

Signature: _____

Print Name: _____

Title: _____ Date: _____

Telephone No: _____ Email: _____

SECTION 00 04 65 3-YEAR CONTRACTING HISTORY

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

Contract Type/Description _____ Contract Number
Type of Work _____ _____
Department _____ Contract Amount
Address _____ $ _____
County Contact Name/Phone _____ / _____ Date of Contract
IF CONSTRUCTION
Architect Name/Phone _____ / _____ _____
Type of Facility _____

Contract Type/Description _____ Contract Number
Type of Work _____ _____
Department _____ Contract Amount
Address _____ $ _____
County Contact Name/Phone _____ / _____ Date of Contract
IF CONSTRUCTION
Architect Name/Phone _____ / _____ _____
Type of Facility _____

Contract Type/Description _____ Contract Number
Type of Work _____ _____
Department _____ Contract Amount
Address _____ $ _____
County Contact Name/Phone _____ / _____ Date of Contract
IF CONSTRUCTION
Architect Name/Phone _____ / _____ _____
Type of Facility _____

Contract Type/Description _____ Contract Number
Type of Work _____ _____
Department _____ Contract Amount
Address _____ $ _____
County Contact Name/Phone _____ / _____ Date of Contract
IF CONSTRUCTION
Architect Name/Phone _____ / _____ _____
Type of Facility _____

Contract Type/Description _____ Contract Number
Type of Work _____ _____
Department _____ Contract Amount
Address _____ $ _____
County Contact Name/Phone _____ / _____ Date of Contract
IF CONSTRUCTION
Architect Name/Phone _____ / _____ _____
Type of Facility _____

Contract Type/Description _____ Contract Number
Type of Work _____ _____
Department _____ Contract Amount
Address _____ $ _____
County Contact Name/Phone _____ / _____ Date of Contract
IF CONSTRUCTION
Architect Name/Phone _____ / _____ _____
Type of Facility _____

SECTION 00 04 70

FALSE CLAIMS

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

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

FALSE CLAIMS ACT CERTIFICATION

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

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

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

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

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

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

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

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

FALSE CLAIMS ACT VIOLATIONS

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

FALSE CLAIMS ACT VIOLATIONS INFORMATION

(1) Date of determination of the violation:

_____

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

_____

(3) Government contract or project involved: _____

_____

_____

(4) Government agency involved: _____

_____

_____

(5) Amount of fine imposed: _____

(6) Exculpatory information: _____

_____

_____

_____

_____

_____

_____

_____

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

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

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

SECTION 00 04 71
CIVIL LITIGATION HISTORY

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

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

CIVIL LITIGATION CERTIFICATION

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

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

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

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

has been involved in civil litigation as described above.

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

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

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

CIVIL LITIGATION HISTORY INFORMATION

(1) Name of Case: _____

_____

Court case identification number: _____

(2) Jurisdiction in which case was filed: _____

_____

(3) Outcome of the case: _____

_____

_____

_____

_____

(1) Name of Case:_____

_____

Court case identification number: _____

(2) Jurisdiction in which case was filed: _____

_____

(3) Outcome of the case: _____

_____

_____

_____

_____

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

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

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

SECTION 00 04 72

CRIMINAL CONVICTIONS

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

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

CRIMINAL CONVICTION CERTIFICATION

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

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

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

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

has been convicted of a criminal violation as described above.

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

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

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

CRIMINAL CONVICTIONS INFORMATION

(1) Date of conviction: _____

(2) Name of case: _____

Court case identification number: _____

(3) Identity of the law violated: _____

_____

(4) Identity of the prosecuting agency: _____

_____

(5) Contract or project involved: _____

_____

(6) Punishment imposed: _____

_____

_____

(7) Exculpatory information: _____

_____

_____

_____

_____

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

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

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

SECTION 00 04 73

DEBARMENTS

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

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

HISTORY OF DEBARMENT CERTIFICATION

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

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

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

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

has been debarred as described above.

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

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

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

DEBARMENT INFORMATION

(1) Date and duration of debarment: _____

_____

(2) Project name or contract involved: _____

_____

(3) Debarring agency: _____

_____

(4) Stated reason for debarment: _____

_____

_____

_____

_____

(5) Exculpatory information: _____

_____

_____

_____

_____

_____

_____

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

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

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

SECTION 00 04 74

LABOR LAW/PAYROLL VIOLATIONS

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

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

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

LABOR LAW/PAYROLL VIOLATION CERTIFICATION

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

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

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

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

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

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

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

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

LABOR LAW/PAYROLL VIOLATIONS INFORMATION

(1) Date of violation determination: _____

(2) Case number: _____

(3) Government contract or project involved: _____

_____

_____

(4) Government agency involved: _____

_____

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

_____

_____

_____

_____

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

_____

_____

(7) Exculpatory information: _____

_____

_____

_____

_____

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

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

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

SECTION 00 04 75

INTEGRATED PEST MANAGEMENT PROGRAM COMPLIANCE CERTIFICATION

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract for BRC0000450 CRDF Roof, Elevator, and Fire Protection DM Repairs		

PROPOSER CERTIFICATION

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

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

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

Print Name:	Title:
Signature:	Date:

SECTION 00 04 76

CHARITABLE CONTRIBUTIONS CERTIFICATION

_____
Company Name

_____
Address

_____
Internal Revenue Service Employer Identification Number

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

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

Check the Certification below that is applicable to your company.

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

OR

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

_____ _____
Signature Date

_____
Please Print Name and Title of Signer

PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS

Contractor's Name: _____

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

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

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

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

Company Name:		
Company Address:		
City:	**State:**	**Zip Code:**
Telephone Number:		
Solicitation For: **BRC0000450 CRDF Roof, Elevator, and Fire Protection DM Repairs**		

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

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

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

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

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

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

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

OR

Part II: Certification of Compliance

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

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

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

To be submitted with each Bid for a contract

Project Identification_____

_____

Bid Date_____

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

SECTION 00 04 90

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

5-Calendar Years Prior to Current Year

	2018	2019	2020	2021	2022	TOTAL	CURRENT YEAR (2023)
1. No. of Contracts							
2. Total dollar amount of contracts (in thousands of dollars)							
*3. No. of fatalities							
*4. No. of lost workdays due to injuries							
*5. No. of days of restricted work activity due to injuries							
*6. Injuries without lost workdays							

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

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

_____ _____

Name of Bidder (Print) Signature

_____ _____

Address Contractors' State License No. & Classification

_____ _____

City Telephone

SECTION 00 04 91

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

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

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

I, _____, hereby certify to the County

of Los Angeles on behalf of _____ the following:

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

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

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

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

Executed this_____day of _____
(month and year)

at _____

By_____

SECTION 00 04 92

BIDDER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

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

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

   _____ _____ _____
   Name State Year Inc.

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

   _____

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

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

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

   Name of parent firm: _____

   State of incorporation or registration of parent firm: _____

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

Name	Year of Name Change
_____	_____
_____	_____

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

   _____

   _____

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

Bidder's Name

_____

Address:

_____

_____

e-mail address:_____ Telephone number:_____

Fax number: _____

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

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

SECTION 00 04 93

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

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract For BRC0000450 CRDF Roof, Elevator, and Fire Protection DM Repairs		

The Proposer/Bidder/Contractor certifies that:

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

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

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

– OR –

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

_____

_____

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

Print Name:	Title:
Signature:	Date:

SECTION 00 04 94

AVOIDANCE OF CONFLICT OF INTEREST

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

CONTRACTS PROHIBITED

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

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

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

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

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

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

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

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

_____

Proposer Name (please print)

_____

Proposer's Official Title (please print)

_____

Proposer's Signature

SECTION 00 04 95

FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

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

Signature:_____

Date:_____

SECTION 00 04 96

PROPOSER'S EEO CERTIFICATION

_____
Company Name

_____
Address

_____
Internal Revenue Service Employer Identification Number

GENERAL

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

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

_____ _____
Signature Date

_____
Name and Official Title (please print)

00 04 97
COMPLIANCE WITH FAIR CHANCE EMPLOYMENT
HIRING PRACTICES CERTIFICATION

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract for BRC0000450 CRDF Roof, Elevator, and Fire Protection DM Repairs		

PROPOSER/CONTRACTOR CERTIFICATION

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

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

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

Print Name:	Title:
Signature:	Date:

00 04 98

ZERO TOLERANCE HUMAN TRAFFICKING POLICY CERTIFICATION

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract for BRC0000450 CRDF Roof, Elevator, and Fire Protection DM Repairs		

PROPOSER CERTIFICATION

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

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

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

Print Name:	Title:
Signature:	Date:

00 04 99

DISALLOWED COST ATTESTATION

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract for BRC0000450 CRDF Roof, Elevator, and Fire Protection DM Repairs		

PROPOSER ATTESTATION

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

Proposer acknowledges and certifies compliance with the above paragraph.

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

Print Name:	Title:
Signature:	Date:

SECTION 00 05 00

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of_____ 2XXX, by and between the COUNTY OF LOS ANGELES, State of California (hereinafter called the County), and

CONTRACTOR
A California Corporation
ADDRESS
CITY, STATE, ZIP
TELEPHONE

(hereinafter called the Contractor),

WITNESSETH:

1. Contractor's Services

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

CENTURY REGIONAL DETENTION FACILITY ROOF, ELEVATOR, AND FIRE PROTECTION DEFERRED MAINTENANCE REPAIRS
11705 SOUTH ALAMEDA STREET, LYNWOOD, CA 90262
SPECS NO. 7684

within the time and in accordance with the recommendation of the Director of the Los Angeles County Public Works, dated month-day, 2XXX, Plans and Specifications Number, the Notice Inviting Bids, Notice to Bidders A, etc. (if any), and the lump sum bid of the Contractor, including Additive Alternates 1, all of which are incorporated herein as though fully set forth, and are hereby agreed by the parties to constitute the Contract documents.

2. Consideration

That the County agrees, in consideration of the performance of this Contract, to pay to the Contractor, and the Contractor agrees to accept in full satisfaction for the work done hereunder, a sum of amount in words Dollars ($ amount: base bid amount

SAMPLE

minus schedule fee minus extended overhead and minus unit, if applicable) which sum shall be paid to the Contractor at the time and in the manner set forth in the specifications.

3. Extended Overhead Daily Rate

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

4. Notice to Employees Regarding the Federal Earned Income Credit

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

5. County Rights

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

6. Fair Labor Standards Act

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

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7. Prevailing Wage Requirements

a. Prevailing Wages

The services provided in this Contract constitute "public works" as defined in California Labor Code 1720, and are therefore subject to payment of prevailing wages, compliance monitoring and enforcement by the Department of Industrial Relations (DIR).

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

The Contractor agrees to comply with the provisions of Section 1775 of the California Labor Code relating to the payment of prevailing wages, the utilization of apprentices in accordance to LC 1777.5, and the assessment of penalties determined by the California Labor Commissioner. Pursuant to Section 1773.2 of the California Labor Code, copies of the prevailing rate of per diem wages are on file at the Los Angeles County Public Works, Construction Division, and will be made available for inspection by request to the Contract 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.

b. Work Records

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

c. Posting of Notices

The Contractor shall comply with the provisions of Section 1773.2 of the Labor Code. The Contractor shall post a copy of the prevailing wage rates at

SAMPLE

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

SAMPLE

Department of Industrial Relations website found at http://www.dir.ca.gov/Public-Works/PublicWorks.html*."*

d. Certified Payroll Records

The Contractor shall comply with the requirements of Section 1776 of the Labor Code. Contractor and Subcontractors, if any, must furnish certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) in a format prescribed by the Labor Commissioner.

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

8. Mental Health Services for Critical Incidents

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

9. Employment Eligibility Verification

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

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10. Contractor Responsibility and Debarment

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

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

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

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

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

SAMPLE

provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

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

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

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

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

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11. Compliance with Jury Service Program

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

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

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

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

SAMPLE

the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside the Jury Service Program's definition of Contractor and/or that Contractor continues to qualify for an exception to the Program.

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

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

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

13. Notice to Employees Regarding the Safely Surrendered Baby Law

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

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

SAMPLE

14. Assignment by Contractor/Mergers or Acquisitions

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

b. The Contractor shall not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

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

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

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

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

SAMPLE

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

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

17. Time Off for Voting

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

18. Contractor CARD Track/Monitoring Database

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

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

SAMPLE

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

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

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

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

20. Background and Security Investigations

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

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

of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

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

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

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

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

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

21.2 Contractor's failure to comply with the provisions of this Article is a material breach of the Agreement. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure to the Contractor to comply with this Article. The parties agree that under the current circumstances a reasonable

SAMPLE

estimate of such damages is specified in the Schedule for Liquidated Damages for Local Small Business Enterprise Utilization hereunder, and that the Contractor shall be liable to the County for said amounts.

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

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

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

22. Compliance with County's Zero Tolerance Human Trafficking

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

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

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

23. Claims

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

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

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

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

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

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

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

the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside those established in Section 9204.

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

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

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

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

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

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

Contractor did not present the claim, provide the Subcontractor with a statement of the reasons for not having done so.

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

24. Compliance with Fair Chance Employment Practices

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

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

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

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

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

25.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an

SAMPLE

alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

26. Disallowed Cost

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

27. Compliance with the County Policy of Equity

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

28. Integrated Pest Management Program Compliance

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

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

SAMPLE

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.).

29. Termination for Improper Consideration

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

SAMPLE

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

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

30. Gratuities

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

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

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

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

31. Facsimile/Electronic Representations

The County and the Contractor hereby agree to regard facsimile/electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Agreement, Change Orders and amendments prepared, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to amendments to this Contract, such that the parties need not follow up facsimile/electronic transmissions of such documents with subsequent (non-facsimile/electronic) transmission of “original” versions of such documents. Electronic signatures include facsimile or e-mail electronic signatures. Each executed counterpart shall be deemed an original. All counterparts, taken together, constitute the executed

SAMPLE

Agreement. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, used in connection with the execution of this Agreement and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Agreement had been delivered had been signed using a handwritten signature. Contractor and County (i) agree that an electronic signature, whether digital or encrypted, of a party to this Agreement is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature. If this Agreement has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and California Uniform Electronic Transactions Act ("UETA")(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, e-mail or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

32. Advertising and Other External Communications About the Project

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

33. COVID-19 Requirement for County Contractor Personnel

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

34. Countywide Community Workforce Agreement

On February 28, 2023, the County Board of Supervisors authorized the County to execute the Countywide Community Workforce Agreement (CWA) with the Los Angeles/Orange Counties Building and Construction Trades Council and its respective unions, attached as Exhibit XXX of this agreement. Pursuant to the Board's direction and executed Countywide CWA, Countywide CWA will apply to this Project. The Contractor shall comply with all terms therein and shall be bound by the terms and conditions of the Countywide CWA applicable to the contractors for all Work on the Project for the entire duration of the Project. Countywide CWA shall be deemed incorporated in full into this agreement including, but not limited to, the provisions regarding the hiring of workers for the Project by the Contractor and all of its subcontractors of all tiers. Contractor shall execute and return to the County the Letter of Assent, attached to the Countywide CWA as Attachment A, at the time of contract execution and shall cause each of its subcontractors of all tiers to also execute and return to the County a copy of the Letter of Assent.

SAMPLE

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

COUNTY OF LOS ANGELES

By_____
Deputy Director
Los Angeles County Public Works

NAME OF CONTRACTOR

By_____
President

_____
Type/Print Name

By_____
Secretary

_____
Type/Print Name

_____ _____
CLASSIFICATION LICENSE NO.
Contractor

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By_____
Deputy

_____
Type/Print Name

SAMPLE

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL PERSONS BY THESE PRESENTS:

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

_____

_____

(name and address)

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

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

PROJECT
PLACE
SPECS.

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

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

SAMPLE

WITNESS our hands this _____ day of _____, 2XXX.

NAME OF Contractor

_____
President

_____
Type/Print Name

_____
Secretary

_____
Type/Print Name

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By_____
Senior Deputy County Counsel

_____
Type/Print Name

_____
Surety

_____
Attorney-in-Fact

_____
Type/Print Name

SAMPLE

PAYMENT BOND FOR LABOR AND MATERIALS

KNOW ALL PERSONS BY THESE PRESENTS:

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

_____

_____

(name and address)

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

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

> CENTURY REGIONAL DETENTION FACILITY ROOF, ELEVATOR, AND FIRE PROTECTION DEFERRED MAINTENANCE REPAIRS
> 11705 SOUTH ALAMEDA STREET, LYNWOOD, CA 90262
> SPECS NO. 7684

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

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

SAMPLE

benefit of any of the persons referred to in said Civil Code Section 9100, as it now exists or

SAMPLE

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

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

WITNESS our hands this _____ day of _____, 2XXX

NAME OF Contractor

_____
President

_____
Type/Print Name

_____
Secretary

_____
Type/Print Name

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By_____
Deputy

_____
Type/Print Name

_____
Surety

_____
Attorney-in-Fact

_____
Type/Print Name

SAMPLE

CERTIFICATION

SUBJECT: CENTURY REGIONAL DETENTION FACILITY ROOF, ELEVATOR, AND FIRE PROTECTION DEFERRED MAINTENANCE REPAIRS
11705 SOUTH ALAMEDA STREET, LYNWOOD, CA 90262
SPECS NO. 7684

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

NAME OF Contractor

_____

Contractor's Signature

_____

Print Name

_____

Date

SAMPLE

STATEMENT OF UNDERSTANDING

SUBJECT: CENTURY REGIONAL DETENTION FACILITY ROOF, ELEVATOR, AND FIRE PROTECTION DEFERRED MAINTENANCE REPAIRS
11705 SOUTH ALAMEDA STREET, LYNWOOD, CA 90262
SPECS NO. 7684

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

NAME OF Contractor

_____
Signature

_____
Print Name

_____
Date

SAMPLE

SECTION 00 06 10
BOND FOR FAITHFUL PERFORMANCE

KNOW ALL PERSONS BY THESE PRESENTS:

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

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

CENTURY REGIONAL DETENTION FACILITY ROOF, ELEVATOR, AND FIRE PROTECTION DEFERRED MAINTENANCE REPAIRS
11705 SOUTH ALAMEDA STREET, LYNWOOD, CA 90262
SPECS. NO. 7684

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

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

WITNESS our hands this _____ day of _____, 20

CONTRACTOR

_____
President

_____
Secretary

_____
Surety

_____
Attorney-in-Fact

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By_____
Senior Deputy County Counsel

SAMPLE

SECTION 00 06 20
PAYMENT BOND FOR LABOR AND MATERIALS

KNOW ALL PERSONS BY THESE PRESENTS:

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

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

CENTURY REGIONAL DETENTION FACILITY ROOF, ELEVATOR, AND FIRE PROTECTION DEFERRED MAINTENANCE REPAIRS
11705 SOUTH ALAMADA STREET. LYNWOOD, CA 90262
SPECS. NO. 7684

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

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

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

WITNESS our hands this _____ day of _____, 20

CONTRACTOR

_____
President

_____
Secretary

_____
Surety

_____
Attorney-in-Fact

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By_____
Deputy

COUNTY COPY

SECTION 00 07 00

GENERAL CONDITIONS

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

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

B. Drawings & Specifications

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

C. Schedule, Changes in Work

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

D. Inspection/Permits, Tests, Quality, Warranties

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

E. Substantial Completion, Occupancy by County

21. Substantial Completion
22. Occupancy by County

F. Employment Requirements

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

G. <u>Contractor Responsibilities, Restrictions</u>

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

H. <u>Indemnification and Insurance</u>

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

I. <u>Legal/Other</u>

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

SECTION 00 07 00

GENERAL CONDITIONS

1. BID FORMS:

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

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

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

2. EQUALS:

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

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

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

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

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

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

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

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

3. ADDITIONAL SETS OF DRAWINGS AND PROJECT MANUAL:

Upon award of contract, the Contractor will be furnished with eight (8) full-size sets of Drawings. Up to twenty additional sets may be furnished upon request. Project Manuals will be issued with each set of Drawings for construction use.

4. DRAWINGS AND SPECIFICATIONS:

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

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

5. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE:

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

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

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

6. INTERPRETATION OF DRAWINGS AND SPECIFICATIONS:

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

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

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

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

1. Areas and scope of disagreement with the interpretation.

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

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

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

7. PROJECT MANUAL:

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

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

8. STANDARD SPECIFICATIONS:

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

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

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

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

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

10. AS-BUILT DRAWINGS:

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

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

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

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

11. REFERENCE MATERIALS:

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

12. CONSTRUCTION SCHEDULE:

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

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

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

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

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

14. UPDATED SCHEDULES:

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

15. CHANGES IN THE WORK:

A. Written Changes

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

a. in the Specifications and the Drawings;

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

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

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

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

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

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

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

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

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

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

Work within thirty (30) days after the Proceed Order or completion of the changed Work, whichever is later. All charges arising out of a Proceed Order are to be documented and verified in a manner acceptable to the Director.

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

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

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

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

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

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

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

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

B. Constructive Changes

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

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

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

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

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

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

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

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

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

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

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

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

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

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

b. Countermand any communication regarded as a change;

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

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

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

5. Equitable Adjustment:

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

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

C. Compensation for Changes in the Work

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

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

a. Method A

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

b. Method B

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

c. Method C

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

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

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

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

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

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

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

d. Unilateral Change Order

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

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

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

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

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

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

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

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

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

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

   b. If materials are procured by the purchaser by any method which is not a direct purchase from and a direct billing by the actual supplier, to such purchaser, the cost of such materials,

including handling, shall be deemed to be the price to the actual supplier as determined by the County.

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

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

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

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

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

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

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

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

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

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

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

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

a. The period shall begin at the time the equipment is unloaded at the site; shall include each day that the equipment is at the site, excluding Saturdays, Sundays, and other legal holidays unless the changes to the Work are performed on such days; and shall terminate at the end of the day on which the County directs the Contractor to discontinue the use of such equipment. The maximum time to be paid per day will not exceed eight (8) hours without prior written approval from the Director.

b. Payment for transporting, loading, and unloading equipment will be made only when such equipment has been moved to the site for the sole and express purpose of accomplishing the changed Work.

8. Subcontracts: The cost for Subcontract work will be the actual cost to the Contractor or subcontractor for Work performed by a Subcontractor as follows:

a. The cost incurred by the first tier subcontractor for labor, materials, and equipment as limited by Paragraphs C.3, C.4, and C.5; plus

b. The following percentages which are considered fair and reasonable compensation for overhead, profit, insurance and all other direct and indirect costs of the changes in the Work (except for bonds as provided in Paragraph C.2:

18% of the cost of labor as provided in Paragraph C.3;

15% of the cost of materials as provided in Paragraph C.4;

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

c. To the total additional cost to the Work as computed in accordance with Paragraphs 8.a and 8.b above, the subcontractor, upon furnishing satisfactory evidence of the cost thereof, the actual cost of additional bond premiums incurred by the Subcontractor as a result of the additional cost to the Work up to a sum not to exceed 1.5 percent (1.5%) of the additional cost to the Work.

16. PROVISIONS FOR EXTRAS:

No new Work of any kind performed hereunder shall be considered as extra Work outside the scope of the Contract unless a separate estimate is given for said Work before it is commenced, the same is approved by the Department as reasonable and equitable, and it has been ordered under one of the three methods set forth in article, "CHANGES IN THE WORK," Paragraphs A, B, or C. Except for extra Work ordered by the Department according to unit prices or by changes or additions in the Work embraced in a Change Order issued by it, any extra Work performed will not be paid for by the County. The Contractor will use Primavera Contract Manager Version 11 to prepare and submit change order requests unless otherwise instructed by the Director.

17. TIME EXTENSIONS AND COMPENSATION FOR DELAY:

A. Adjustments in the Contract Time shall be governed by the principles of this Article and shall be made in accordance with the conditions stated in Specification Section 01 32 00, Construction Schedule.

B. Actions or inactions of the County, or events for which the County has assumed contractual responsibility, which would independently delay the date of Substantial Completion beyond the current Contract Completion Date shall be designated as Compensable delays.

C. Events which are outside the control of, and without the fault or negligence of either the County or the Contractor, which would independently delay the date of Substantial Completion beyond the current Contract Completion Date shall be designated as Excusable delays. Unless the County considers that extreme circumstances warrant consideration, extensions of time because of inclement weather will not be granted.

D. Actions or inactions of the Contractor, or events for which the Contractor has assumed contractual responsibility, which would independently delay the date of Substantial Completion beyond the current Contract Completion Date shall be designated as non-excusable delays.

E. Concurrent delay is any combination of the above three types of delay occurring on a calendar date, except in cases where the combination consists of two or more instances of the same type of delay occurring on a calendar date.

F. Any event, action, inaction, or other cause which may give rise to a delay shall constitute a basis for adjustment in:

1. Contract Time, only if it can be demonstrated that the date of Substantial Completion will be delayed beyond the current Contract Completion Date and that the delay is classified as a Compensable or Excusable delay; and/or

2. Contract Amount, only if it can be demonstrated that the Contractor's time-related costs to complete the Work will be increased and the delay is classified as a Compensable delay.

18. OBSERVATION:

A. All Work shall meet with the approval of the Department and shall be completed in conformity with the Drawings and Project Manual approved by, and on file with, the Los Angeles County Board of Supervisors, such Drawings and the Project Manual will be made part of the Contract to be entered into for the Work referred to herein. The County at its discretion may require the contractor to obtain approval/clearance from the Inspector of Record for certain items to ensure the quality of the work.

B. The Department or its representative will have access to the Work at all times. The Contractor will furnish all facilities for inspection at the construction site, and at shops or yards, and shall not cover up any Work until the same has been approved by the Department. If Work should be covered up before being inspected, the Contractor will be required to remove such portions of the Work as may be necessary to disclose the part in question.

C. The County of Los Angeles or its authorized representatives will be given access to the Work at all times. Such access will not be subject to restrictions which are not directly related to the provision and maintenance of health and safety.

D. The Contractor will be issued a "Notice of Noncompliance" for any portion of the contract Work that does not satisfy the requirements of the Drawings and Specifications. No Work subject to a "Notice of Noncompliance" will be paid for by the County until such Work is brought into full compliance with the Drawings and Specifications to the satisfaction of the County. The Contractor must obtain the County's approval for all corrected deficiencies and/or non-compliant work prior to proceeding with work that may be affected by the deficient and/or non-compliant work. The Contractor shall not build on or conceal work that is deficient and/or non-compliant. Furthermore, work that is built or dependent upon item(s) that are deficient and/or not-compliant will not be approved on the progress payment request.

E. An Inspection Notice will be issued if the contract Work has not been executed in full compliance with the Drawings and Specifications. The Contractor is responsible for bringing all Work subject to an Inspection Notice into full compliance with the Drawings and Specifications at no additional cost to the County.

F. Technical Reports may be generated for the purpose of evaluating the quality, correctness, functionality, etc., of the Contractor's Work or performance under this contract in accordance with the requirements of the Drawings and Specifications.

19. PERMITS, LICENSES, AND INSPECTIONS:

A. The Contractor will obtain and pay for all permits required for the Work except the following "no-fee" permits: building, electrical, mechanical, plumbing, and sewer Work. Further, the Contractor will obtain and pay for all permits incidental to the Work or made necessary by Contractor's operation. This includes Contractor/Manufacturer designated structures such as prefabricated buildings, light poles, special shoring, and the like. The Contractor shall also pay for the plan check of prefabricated buildings.

B. To comply with Section 3800 of the Labor Code of the State of California, the Contractor and all Subcontractors requiring a permit (building, plumbing, grading, electrical, etc.) shall file a Workers' Compensation Certificate with the Department of Public Works, Business Relations and Contracts Division, Contracts Administration Section.

C. Exclusive of off-site inspection specified to be the County's responsibility, the Contractor will arrange and pay for all off-site inspection of the Work including certification thereof required by the specifications, drawings, or by governing authorities.

D. The County will provide on-site inspection of the Work and will arrange for off-site inspection when noted on the drawings and/or when specified in the various technical sections of the Specifications as the responsibility of the County. All other required inspection will be the responsibility of the Contractor.

E. The County will not pay any costs for licenses required in the performance of the Work. The Contractor shall assume this responsibility in total.

20. TESTS:

A. County's Responsibilities

1. The County reserves the right to test or require the Contractor to obtain "called tests" of any materials or performance over and above "required tests" as defined in the following Paragraph B.1, and

provided such "called tests" show the Work meets the specified requirements, the County will pay for the cost of the tests. If the Contractor was required to obtain the test from a third party, the County will reimburse the Contractor on the basis of Contractor's certified statement of the results and costs, with appropriate supporting documentation.

B. Contractor's Responsibilities

1. The Contractor will arrange and pay for all tests of materials or performance as required by the Specifications or by ordinance or governing authority. These are defined as "required tests".

2. The Contractor shall pay for all "called tests" as defined in preceding subparagraph A.1, when the test results show the materials or performance fails to meet the specified requirements. Immediately thereafter, the Contractor, at Contractor's own expense, shall remove the improper Work and replace same with materials or performance meeting the specified requirements. The Contractor shall also bear the expense of any tests required of the replaced Work, and of any subsequent removal, replacement, and testing as may be necessary to obtain materials or performance meeting the specified requirements.

21. SUBSTANTIAL COMPLETION:

A. The date of Substantial Completion of the Work, or designated portion thereof as set forth in the Contract Documents, is the date certified by the County when construction is sufficiently complete, in accordance with the Contract Documents, so the County may occupy or use the Work, or designated portion thereof, for the use for which it is intended.

B. When the Contractor considers that the Work, or designated portion thereof as set forth in the Contract Documents, is substantially complete as defined above, the Contractor shall prepare for submission to the County a list of items to be completed or corrected. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. When the County determines that the Work or designated portion thereof is substantially complete, it will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion. The Certificate shall state the responsibilities of the County and the Contractor for security, maintenance, heat, utilities, damage to the Work, and insurance, and shall list remaining items to be corrected or

completed. The Work not fully completed or corrected shall be completed to the satisfaction of the County within thirty (30) calendar days after Substantial Completion, or within a period of time mutually agreed upon between the Contractor and the County. In the event the Contractor fails to complete or correct the remaining items within the allotted time, the County may complete or correct the items and deduct the cost thereof from the Contract amount.

C. Warranties required by the Contract Documents, as discussed in Article 40 of the General Conditions, shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

D. Upon Substantial Completion of the Work or designated portions thereof, and upon application of the Contractor, the County, in County's sole discretion, may release and/or reduce the amounts retained subject to the limitations of Public Contract Code Section 9203.

E. In accordance with the General Conditions, the County reserves the right to occupy substantially completed portions of the Work and any such portion shall be subject to the above provisions for Substantial Completion.

22. OCCUPANCY BY THE COUNTY:

A. The Contractor, Contractor's employees, and representatives will be admitted by the County to the premises for the purpose of executing the Work to be performed under this contract, but they shall have no tenancy.

B. It is further understood that the County shall have the right to take temporary possession of, or use any portion of, any substantially completed part of the Work. Before taking possession of any Work, the County shall furnish the Contractor a list of items of Work remaining to be performed or corrected on those portions of the Work that the County intends to take possession of or use. However, a failure of the County to list any item of Work shall not relieve the Contractor of responsibility for complying with the terms of the Contract. The County's possession or use shall not be deemed an acceptance of any Work under the Contract.

C. While the County has such possession or use, the Contractor shall be relieved of the responsibility for the loss of, or damage to, the Work in place resulting from the County's possession or use. If prior possession or use by the County delays the progress of the Work or causes additional expense to the Contractor, an adjustment may be made in the Contract Amount or the

Contract Time, under the applicable scheduling and cost provisions of this Contract.

23. WORKERS:

None but workers skilled in the various trades required on this contract shall be employed upon the Work. Any mechanic or laborer employed upon the Work who, in the opinion of the Department, is non-cooperative or who shall prove careless or incompetent, shall be immediately removed from the Work by the Contractor, when notified to do so, and shall not be re-employed upon the Work.

24. HOURS OF WORK:

Work in excess of eight (8) hours per day will be permitted by employees of contractors under this Contract only so long as Section 1815 of the Labor Code of California is complied with by such contractors.

25. SATURDAY, SUNDAY, HOLIDAY, AND OVERTIME WORK:

A. No construction Work shall be done on Saturdays, Sundays, or holidays recognized by the County government and no Work shall be performed outside of normal Working hours without the consent of the Department, unless required under these specifications. In any event, all Work shall be subject to approval of the Department. Prior to the start of such Work, the Contractor shall arrange with the Department for the continuous or periodical inspection of the Work and tests of materials, when necessary. If requests are made by contractors for permission to Work overtime, nights, Saturdays, Sundays, or holidays, and such requests are granted, the Contractor shall bear all extra expense to the County or the awarding entity for inspection and other incidental expenses caused by such overtime work. If Contractor is requested, in the interest of the awarding entity, to work overtime by the Department; or if overtime Work is specifically required by these Specifications, all extra expense of inspection will be paid by the County. Should the Contractor find it necessary in order to complete the Work according to schedule to perform certain of Contractor's operations on Saturdays, Sundays, holidays or overtime, these operations shall be performed as part of the Work included in the contract price and shall not constitute a basis for additional payments. Refer to above paragraph for the obligations for the Contractor to assume the cost of inspections.

B. The County reserves the right to order in writing Work outside of normal working hours to avoid inconvenience of occupants of existing facilities or to

perform special operations that, in the judgment of the Department best serve the intent of the Contract Documents and the orderly prosecution of the Work. If the County elects to order Work outside of normal working hours, the Contractor shall make all arrangements to supply an adequate Work force for the task to be accomplished and will be compensated for the premium portion of the wages paid, plus labor burdens applicable to the premium portion only of the wages paid. Contractor shall submit copies of Contractor's payrolls indicating the premium wages actually paid, and the County will issue a Change Order to reimburse the Contractor for Contractor's actual costs only.

26. PREVAILING WAGE SCALE:

A. The Contractor shall comply with all provisions of the Labor Code of the State of California.

B. Under the provisions of said Labor Code, the State Department of Industrial Relations will ascertain the prevailing hourly rate in dollars and details pertinent thereto for each craft, classification or type of workers, or mechanic needed to execute any contract which may be awarded by the awarding entity.

C. Particulars of the current Prevailing Wage Scale, which are applicable to the Work contemplated under these Specifications, are filed with the awarding entity and the Department and must be posted at the project site.

27. EMPLOYMENT OF INDENTURED APPRENTICES:

A. Contractor shall comply with Section 1777.5 and 1777.7, Labor Code, State of California.

B. All Contractors shall employ registered apprentices at a ratio of not less than one hour of apprentice's work for every five hours of labor performed by a journeyman. Contractors shall be responsible for the compliance of all Subcontractors.

C. Contractor and Subcontractors shall keep an accurate record showing the name of the craft and wage rate of each apprentice and journeyman employed by each entity. Subcontractor shall provide, weekly, such records to the Contractor. Records shall be made available to the Division of Apprenticeship Standards and the County of Los Angeles or the awarding entity, for the purpose of determining compliance. Failure to comply may

result in withholding payments and other penalties as provided by the Labor Code.

28. AFFIRMATIVE ACTION PLAN FOR EQUAL EMPLOYMENT OPPORTUNITY:

A. The following provisions pertaining to equal employment opportunity are incorporated into this Contract. All references herein to "Contractor" shall be deemed to refer to the "general" Contractor.

B. During the performance of any construction Contract in excess of $10,000, the Contractor agrees as follows:

1. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor certifies and agrees that all persons employed by such firm, Contractor's affiliates, subsidiaries, or holding companies are, and will be, treated equally by the firm without regard to or because of race, color, religion, sex, or national origin and in compliance with all anti-discrimination laws of the United States of America and the State of California.

2. In all advertisements for labor or other personnel, or requests for employment of any nature, the Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

3. The Contractor shall deal with Contractor's Subcontractors without regard to or because of race, color, religion, sex or national origin.

4. The Contractor shall comply with current Federal employment and reporting requirements for County-funded construction contracts. Specifically, the Contractor shall make a good faith effort to comply with federal employment goals for minority and female employment and shall report minority and female employment data in a timely manner on the federal form provided by the contract awarding authority.

5. The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract of understanding, a notice, to be provided by the contract awarding authority, advising the said labor union or workers' representative of the Contractor's commitments under this section.

6. The Contractor shall allow the County access to Contractor's employment records during regular business hours to verify compliance with these provisions when so requested by the County.

7. The Contractor agrees that if the County finds that any of the above provisions has been violated, the same shall constitute a material breach of contract upon which the County may determine to cancel, terminate, or suspend the Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of the Contract have been violated, in addition, a determination by the Federal Equal Employment Opportunity Commission or the California Fair Employment and Housing Commission that the Contractor has violated federal or state anti-discrimination laws may constitute a finding by the County of Los Angeles that the Contractor has violated the anti-discrimination provisions of the Contract.

8. At County's option, and in lieu of canceling, terminating, or suspending the Contract, the County may impose damages for any violation of the anti-discrimination provisions of this paragraph, in the amount of two hundred dollars ($200) for each violation found and determined. The County and Contractor specifically agree that the aforesaid amount shall be imposed as liquidated damages, and not as a forfeiture or penalty. It is further specifically agreed that the aforesaid amount is presumed to be the amount of damages sustained by reason of any such violation, because, from the circumstances and the nature of the violation, it is impracticable and extremely difficult to fix actual damages.

9. The Contractor shall include the provisions of the foregoing Paragraphs B.1. through B.8. in every subcontract, so that such provisions will be binding upon each Subcontractor performing Work required by this contract.

29. PAYROLL RECORDS:

A. The Contractor shall comply with the requirements of Section 1771.4 and Section 1776 of the Labor Code, State of California. The Contractor and its subcontractors shall furnish the records specified in Section 1776 directly to the Labor Commissioner in an electronic format, in the manner prescribed by the Labor Commissioner, on the Department of Industrial Relations website. The Contractor and its subcontractors shall maintain payroll records as enumerated in Labor Code Section 1776 (a). When requested by the County, the Contractor and its subcontractors shall submit to the County a

copy of all weekly certified payrolls, indicating that the wage rates are not less than those determined by the State of California Department of Industrial Relations and the classifications set forth for each laborer or mechanic conform with the Work they performed. Contractor shall submit a weekly payroll report" (Form 347, A-1-131, or similar) shall accompanied by a written declaration, made under penalty of perjury. The Contractor shall be responsible for the submission of copies of payrolls for all subcontractors within ten (10) days after their payroll period. Failure of the Contractor to comply with the Labor Code requirements to pay prevailing wages and to maintain certified payroll records may result in withholding from progress payments amounts for underpaid wages and penalties as authorized by the Labor Code.

B. When requested by the County, the Contractor, all subcontractors, and some subconsultants will be required to submit certain certified payrolls and labor compliance documentation electronically at the discretion of, and in the manner specified by the County.

Electronic submittal will be a web-based system, accessed on the World Wide Web by a web browser. The Contractor, its subcontractors, and certain subconsultants will be given a log on identification and password to access the web-based labor compliance reporting system.

Use of the web-based system will entail additional data entry of weekly payroll information including; employee identification, labor classification, total hours worked and hours worked on this project, wage and benefit rates paid, etc. In addition, the Contractor may use payroll and accounting software that is capable of interfacing with the web-based system. The payroll and accounting software must be capable of generating a 'comma delimited file' or 'comma separated value (CSV) file' that will interface with the web-based system.

This requirement applies to all subcontractors, subconsultants, and vendors required to submit certified payrolls and provide labor compliance documentation. The information may be used to provide statistical informational data to public or jurisdictional agencies.

30. QUALITY OF WORK AND MATERIAL:

A. All materials, parts, and equipment furnished by the Contractor shall be new, first quality, and free from defects and imperfections. Workmanship shall be in accordance with the best standard practices.

B. Any item or Work installed by the Contractor, but not in conformance with the drawings and specifications, shall be removed by and at the Contractor's expense upon written request from the County.

C. If such items or Work are not removed or satisfaction obtained by the County within thirty (30) calendar days of such request, then the County may have such items or Work removed and Work completed to conform to drawings and specifications at the Contractor's expense.

31. RESPONSIBILITY OF CONTRACTOR AND OF CONTRACTOR'S REPRESENTATIVE ON THE WORK:

The Contractor shall give personal attention and supervision to the Work until same is entirely completed. In the absence of the Contractor from the Work, he shall have a representative in charge who shall be competent to superintend and direct the progress of the Work and who shall be authorized to receive instructions and to act for the Contractor on all matters related to the Work. The name of this representative shall be sent by letter to the Department immediately after the awarding of the contract.

32. REPAIRING DAMAGED WORK:

A. All portions of the Work that may be damaged by accident or in the course of or on account of building operations, or by reason of any other cause whatsoever during the progress of the Work, shall be carefully and neatly repaired or reconstructed and the whole left in first-class condition and turned over to the County ready for use.

B. Should any part of the Work of this contract be cut into or damaged by other Contractors, the Contractor and party causing such damage shall make adjustments between themselves relative to reconstruction or repairs and payment for same.

33. LIST OF SUBCONTRACTORS AND SUBLETTING WORK:

A. No part of the construction Work shall be done as piece Work, nor shall it be let to a Subcontractor after the execution of the original contract except as provided by law. In case part of the Work should be sublet, these General Conditions shall govern each trade insofar as they may apply to the Work of that trade.

B. Where more than one Contractor or where Subcontractors are engaged upon the Work, they shall coordinate their efforts (in accordance with Article 36 of

these General Conditions regarding other contractors, or under the control and guidance of the General Contractor), and shall be responsible, one to the other, for any damage or injury to the work.

C. Bidders and Contractor shall be governed by the provisions of Sections 4100 to 4113, inclusive, of the Public Contract Code of the State of California. Bidders shall set forth in their Bids, on forms provided for same, the name and location of the mill, shop, or office of each Subcontractor who shall perform the Work or labor or render service to the Contractor in or about the construction of the Work, and the portion of the Work which shall be done by each Subcontractor.

D. No subcontract shall be assigned or transferred except as provided in the above sections of the Public Contract Code of the State of California.

E. In case any Work is let to a Subcontractor, the Contractor shall be at all times responsible for the Work so done to same extent as if the Contractor were doing or had done the Work.

F. If a Subcontractor is named who shall perform the Work or labor or render service to the Contractor with respect to a material specified or indicated by patent or proprietary name and/or by the name of the manufacturer, and such Subcontractor cannot reasonably act with like respect to the material offered as an equal then, the Bidder shall, in his Bid Form, include with the pertinent data to be listed on the "Equals" page(s), the name and address of the Subcontractor who shall act with respect to the equal material.

G. In accordance with Public Contract Code Sections 4100, et seq., the Bidder must list all subcontractors who shall perform in excess of one-half of one percent of the Work. (See Subcontractors' Section of the Instructions to Bidders.)

34. <u>ADVERTISING</u>:

No advertising matter shall be attached or painted on surfaces of buildings, fences, or canopies, except that names of Contractors and Subcontractors, with their addresses and the designation of their particular branch, may be shown on signs of a removable type. Size and location of such signs shall be subject to approval of the Department. The Contractor shall provide a project identification signboard as specified.

35. CERTIFICATE AS TO COMPLIANCE WITH CERTAIN REGULATIONS:

A. The Contractor shall file with the Department, prior to the acceptance of the Work, a certificate in form, substantially as follows:

B. I (We) hereby certify that all Work has been performed and materials supplied in accordance with the drawings, specifications, and contract documents for the above Work, and that:

1. Not less than the prevailing rates of wages as ascertained by the Department has been paid to laborers, workers, and mechanics employed on this Work.

2. There have been no unauthorized substitution of Subcontractors; nor have any unauthorized subcontracts been entered into.

3. No subcontract was assigned or transferred or performed by anyone other than the original Subcontractor; except as provided in Sections 4100-4113, inclusive, of the Public Contract Code.

(Signed)_____
Contractor

36. COORDINATION WITH OTHERS AND OTHER CONTRACTS:

A. The County reserves the right to award other contracts for any Work on any portion of the project not included in this Contract.

B. Where coordination with other Contractors is required, the Contractor shall make the appropriate provisions in Contractor's CPM schedule for the access to the site by those Contractors, the schedules of Work developed by them, and any coordination required between any of those Contractors and between any of them and this Contractor.

C. The Contractor shall perform the Work of the Contract so that it will properly coordinate and fit the Work performed by other Contractors. He shall give the other Contractors every reasonable opportunity to perform their Work, store materials, and place equipment thereof, and fit their Work to the Work of other Contractors. They shall furnish to the other Contractors all information necessary in order that they may properly connect and fit their Work to Contractor's in ample time, so that they may have reasonable opportunity to prepare their Work therefore. They shall make the Work of this Contract ready to receive the Work of the other Contractors at the time fixed

thereof, and shall fit this Work to that of the other Contractors at the time fixed therefore.

D. The Contractor shall cooperate with others in the prosecution of all Work and shall not interfere with material, equipment, or workers of the County or other Contractors engaged by the County at the site of the Work.

E. All Contractors engaged in Work at the site shall have, insofar as practical, equal use of the premises and facilities. In case of disagreement regarding such use, the matter shall be referred to the Department, whose decision relative to said use shall govern.

F. If any part of the Contractor's Work depends on proper execution or results upon the Work of any other separate Contractor, the Contractor shall inspect and promptly report to the Director any apparent discrepancies or defects in such Work that render it unsuitable for such proper execution and results. Failure of the Contractor to inspect and report shall constitute an acceptance of the other contractor's Work as fit and proper to receive the Contractor's Work, except as to defects which may develop in the other separate contractor's Work after the execution of the Contractor's Work.

G. Should the Contractor cause damage to the Work or property of any separate Contractor on the project, the Contractor shall, upon due notice, settle with such other Contractor by agreement or arbitration if it will so settle. If such separate Contractor sues the County or initiates an arbitration proceeding on account of any damage alleged to have been so sustained, the County shall notify the Contractor who shall defend such proceedings at the Contractor's expense, and if any judgment or award against the County arises therefrom, the Contractor shall pay or satisfy it and shall reimburse the County for all attorney's fees and court or arbitration costs which the County has incurred.

37. CONTRACTOR'S CONSTRUCTION EQUIPMENT:

The Contractor shall furnish and maintain all equipment such as stairs, ramps, runways, scaffolds, hoists, etc., required for the proper execution of the Work. All such equipment and construction shall meet all requirements of all ordinances and laws applicable thereto.

38. CONTRACTOR PERSONNEL:

A. The Contractor agrees to employ only orderly and competent workers, skillful in the performance of the type of Work required under this Contract, to do the Work and agrees that whenever the County informs the Contractor in writing

that any workers on the Site are incompetent or disorderly, such Worker shall be discharged from the Work and shall not again be employed on the Work without the County's written consent.

B. The Contractor shall give adequate attention to the faithful prosecution and completion of this Contract and shall keep on the Site at all times during project's progress, competent personnel superintendent and any necessary assistants to supervise and direct the Work. Grounds for removal of Contractor personnel specifically include (but is not limited to) the failure or refusal of such personnel to adhere to the Contractor's planned Construction Schedule as developed by the Contractor under Section 01 32 00.

39. AUDITS AND RECORDS:

The Contractor shall maintain all data and records pertinent to the Work performed under this Contract, in accordance with generally accepted accounting principles, and shall preserve and make available all data and records until the expiration of four (4) years from the date of final payment under this Contract, or for such longer period, if any, as is required by applicable statute or by other articles of this Contract. The authorized representatives of the County shall have access to all such data and records for such time period to inspect, audit, and make copies thereof during normal business hours. Contractor covenants and agrees that it shall require that any subcontractor utilized in the performance of this Contract shall permit the authorized representatives of the Los Angeles County Department of Public Works to similarly inspect and audit all data and records of said Subcontractors relating to the performance of said Subcontractors under this Contract for the same time period.

40. WARRANTY AND CORRECTIONS TO WORK:

A. In addition to any other warranties in the Contract Documents, the Contractor warrants that Work performed under this Contract conforms to the Contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any Subcontractor or supplier at any tier.

B. Corrections to the Work may be required during construction or any applicable warranty period. At the County's option, the cost of such corrections may be withheld from progress payments.

C. This warranty shall continue for a period of one (1) year from the date of Substantial Completion of the Work. If the County takes occupancy of any part of the Work before Substantial Completion, a warranty covering that

specific portion of the Work shall begin for a period of one year from the date the County takes beneficial occupancy. The County will notify the Contractor in writing of the scope of any partial occupancy and the specific items under warranty.

D. The Contractor shall remedy at the Contractor's expense any failure to conform to the requirements of the Contract Documents or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to County-owned or controlled real or personal property, when that damage is the result of:

1. The Contractor's failure to conform to or comply with Contract requirements; or

2. Any defect of Contractor-furnished equipment, material, workmanship, or design.

E. The Contractor shall restore any Work damaged in fulfilling the terms and conditions of this Article. The Contractor's warranty with respect to Work repaired or replaced shall be extended for one (1) year from the date of repair or replacement.

F. The Director shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

G. If the Contractor fails to remedy any failure, defect, or damage within ten (10) working days (or immediately in the case of an emergency where delay would cause serious risk of loss or damage) after receipt of notice, the County shall have the right to remove, replace, repair, or otherwise remedy the failure, defect, or damage, and all direct and indirect costs of such removal, replacement, repair, and correction, including compensation for additional professional services, shall be paid by the Contractor.

H. With respect to all warranties, express or implied, from Subcontractors, manufacturers, or suppliers for Work performed and materials furnished under this contract, the Contractor shall:

1. Obtain all warranties that would be given in normal commercial practice;

2. Require all warranties to be executed, in writing, for the benefit of the County, if directed by the Director; and

3. Enforce all warranties for the benefit of the County, if directed by the Director.

I. In the event the Contractor's warranty has expired, the County may bring suit at County's expense to enforce a Subcontractor's, manufacturer's or supplier's warranty.

J. Unless a defect is caused by the Contractor or Subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the County, nor for the repair of any damage that results from any defect in County-furnished material or design.

K. This warranty shall not limit the County's rights under other articles of this Contract or as provided by law with respect to latent defects, gross mistakes, or fraud.

L. The terms of this Article do not relieve the Contractor of any legal liability for defects discovered after one year from the date of occupancy. The obligations imposed by this article shall survive termination of the Contract.

41. HAZARDOUS MATERIAL

A. Hazardous Material is any product, substance, chemical, crude oil (or any products, by-products, or fractions thereof), whose nature, quantity, and/or intensity of existence, use, manufacture, disposal, transportation, spill, release or effect, either by itself or in combination with other material or materials in, on or about the project site: (a) is or becomes potentially injurious to the public health, safety or welfare, environment, or the project site; (b) is or becomes regulated or monitored by any governmental authority; or (c) may, according to statutory or common law theory, such as nuisance (public or private), waste, trespass, negligence, strict liability, or tort, be a basis for liability in tort, or be a basis for liability to third parties.

B. Contractor shall notify the County when the Contractor has reason to suspect the presence of any Hazardous Material on the project site, whether or not such material was generated by Contractor or the County.

C. In the event the presence of hazardous material is suspected or discovered on the project site, the County shall retain an independent testing laboratory to determine the nature of the material encountered and whether corrective measures or remedial action is required.

D. Except as may be otherwise provided herein, the Contractor shall not be obligated to commence or continue Work in the affected area until any known or suspected hazardous material discovered on the project site has been removed, or rendered or determined to be harmless by the County, as certified by an independent testing laboratory and approved by the appropriate government agency.

E. In the event the presence of hazardous materials on the project site is not caused by the Contractor, the County shall pay for all costs of testing and remediation, if any, and shall compensate Contractor any additional costs incurred or project delay in accordance with the applicable provisions of changes in the work herein. In addition, the County shall defend indemnify and hold harmless the Contractor and its agents, officers, directors and employees from and against any and all claims, damages, losses, costs, and expenses incurred in connection with or arising out of relating to the performance of the Work in the area affected by the hazardous material.

F. In the event the presence of hazardous materials on the project site is caused by the Contractor, the Contractor shall pay for all costs of testing and remediation, if any, and shall compensate the County for any additional costs incurred as a result of Contractor's generation of hazardous material on the project site. In addition, the Contractor shall defend, indemnify, and hold harmless the County and its Special Districts and agents, officers, and employees from and against any and all claims, damages, losses, costs, and expenses incurred in connection with, or arising out of, or relating to, the presence of hazardous material on the project site.

G. The terms of this hazardous material provision shall survive the completion of the Work and/or any termination of this Contract.

42. CONTRACTOR SAFETY REQUIREMENTS:

In the performance of this Contract, the Contractor shall comply with all applicable federal, state, and local laws governing safety, health, and sanitation.

A. **Jobsite Safety:** The Contractor shall be solely responsible for ensuring that all work performed under the Contract is performed in strict compliance with all applicable Federal, State and local occupational safety regulations. The Contractor shall provide at its expense all safeguards, safety devices, and protective equipment, and shall take any and all actions appropriate to providing a safe jobsite.

B. **Project Safety Official:** The Contractor shall designate in writing a Project Safety Official who shall be at the jobsite at all times, and who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program (IIPP) and Code of Safe Practices (CSP). The Project Safety Official shall be available at all times to abate any potential safety hazards and shall have the authority and responsibility to shut down an operation, if necessary. Failure by the Contractor to provide the required Project Safety Official shall be grounds for the County to direct the cessation of all work activities and operations at no cost to the County until such time as the Contract is in compliance.

C. **Safety Indemnification:** To the extent allowed by law, the Contractor agrees to defend, indemnify and hold harmless the County and its officers, employees, and agents from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims and/or causes of action for damages of any nature whatsoever, including but not limited to injury or death to employees of the Contractor, its subcontractors or County attributable to any alleged act or omission of the Contractor or its subcontractor which is in violation of any CAL/OSHA regulation. The obligation to defend, indemnify and hold harmless includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multi-employer work sites. The County may deduct from any payment otherwise due the Contractor any costs incurred or anticipated to be incurred by the County, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by CAL/OSHA arising out of the Project.

43. <u>INDEMNIFICATION</u>:

A. Until the Work is completed and accepted by the awarding entity, the Contractor shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officials, officers, employees, agents, and trustees (the indemnified parties) from and against any and all liability, loss, injury, or damage including (but not limited to) demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees) arising from or connected with the Contractor's acts and/or errors and omissions arising from and/or relating to the Project. This indemnification does not apply to liability caused by the active negligence of the County.

B. The Contractor shall assume all risks and bear all cost for loss of, damage to, or missing or stolen equipment, tools, vehicles, and materials owned, hired, leased, or used by the Contractor for this Project.

44. GENERAL INSURANCE REQUIREMENTS:

Without limiting the Contractor's indemnification, the Contractor shall provide and maintain, during the term of this Agreement, the insurance specified in this Agreement. Such insurance shall be primary to, and not contributing with, any insurance or self-insurance programs maintained by the County and such coverage shall be provided and maintained at the Contractor's own expense.

A. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to the project contract administrator (as identified in the Invitation for Bids) at Los Angeles County Department of Public Works, Business Relations and Contracts Division, Contracts Administration Section, P.O. Box 1460, Alhambra, CA 91802-1460, prior to commencing services under this Agreement. Such certificate(s) or other evidence shall:

1. Specifically identify this Agreement, including the project name and specification number.

2. Clearly evidence all insurance required in this Agreement.

3. Contain the express condition that the County is to be given written notice by the issuing insurance company by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance.

4. Include a copy of the additional insured endorsement to the commercial general liability policy, adding the indemnified parties (the County of Los Angeles and its Special Districts) as insureds for all activities arising from this Agreement.

5. Show the Contractor's insurance as primary to the County's insurance and self-insurance programs. This may be evidenced by adding the following statement to the additional insured endorsement, "It is further agreed that the insurance afforded by this policy is primary to any insurance or self-insurance programs maintained by the additional insureds, and the additional insureds insurance and self-insurance programs are excess and non-contributing to the named insureds insurance."

6. Confirm deductibles or self-insured retentions shall not exceed $25,000, and the deductibles/retentions apply on a "per occurrence"

or “per loss” basis. The County retains the right to require the Contractor to provide a bond guaranteeing payment of all such retained losses and costs attributable to the Contractor’s retention, or, withhold payment to Contractor in the amount of all or any deductibles/retentions as the County deems appropriate.

B. Insurer Financial Ratings: Insurance is to be provided by an insurance company authorized to do business in California and acceptable to the County, with an A.M. Best rating of not less than A:IX, unless otherwise approved by the County.

C. Waiver of Subrogation: The Contractor agrees to release the indemnified parties and waive its rights of recovery against the indemnified parties under the insurance policies specified in this Agreement.

D. Cancellation of or Changes in Insurance: Contractor shall provide County with, or Contractor’s insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

E. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

F. Sub-Contractor Insurance Coverage Requirements: Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

45. INSURANCE COVERAGE REQUIREMENTS--TYPES AND LIMITS:

The County's insurance requirements specify that Contractors should obtain coverage from insurance companies acceptable to the County who have a current A.M. Best rating of not less than A:IX. A Best rating of A:IX indicates that the company evidences strong financial strength and ability to meet their ongoing financial obligations to policyholders.

A. Builders Risk Course of Construction Insurance: Such coverage shall:

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

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

3. Be written on a completed-value basis and cover the entire value of the construction Project, including County-furnished materials and equipment, against loss or damage until completion and acceptance by the County. See Supplementary Conditions, Section 00 08 00, Article 7, Insurance Coverage Requirements—Types and Limits, for additional information regarding replacement value of County-furnished materials and equipment.

B. General Liability Insurance: Such coverage shall be written on ISO policy form CG 00 01 or its equivalent. See Supplementary Conditions, Section 00 08 00, Article 7, Insurance Coverage Requirements—Types and Limits, for additional information regarding limits, occurrence, policy aggregate, and products/completed operations aggregate.

C. Automobile Liability Insurance: Such coverage shall be written on ISO form CA 00 01 or its equivalent. Such insurance shall include coverage for all "owned," "hired," and "non-owned" automobiles, or coverage for "any auto." See Supplementary Conditions, Section 00 08 00, Article 7, Insurance Coverage Requirements—Types and Limits, for additional information regarding liability limits.

D. Workers Compensation and Employers Liability Insurance: Such coverage shall provide workers compensation benefits, as required by the Labor Code of the State of California. Such policy shall be endorsed to waive subrogation against the County for injury to the Contractor's employees. If the Contractor's employees will be engaged in maritime employment, the coverage shall provide the benefits required by the U.S. Longshore and Harbor Workers Compensation Act, Jones Act, or any other Federal law to which the Contractor is subject.

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

a.	Each accident:	$1 million
b.	Disease – policy limit:	$1 million
c.	Disease – each employee:	$1 million

E. Performance Security Requirements:

Prior to execution of the Contract, the Contractor shall file surety bonds with the County in the amounts and for the purposes noted below, and on bond forms provided by the County. All bonds issued in compliance with the Contract shall be duly executed by a solvent surety company that is authorized by the State of California, is listed in the U.S. Department of Treasury's Listing of Approved Sureties (Annual Circular 570) and is satisfactory to the County, and it shall pay all premiums and costs thereof and incidental thereto (see http://www.fms.treas.gov/c570/).

1. Materials and Labor Bond (Payment Bond): Shall be in the sum of not less than 100% of the Contract price to assure the payment of claims of material men supplying materials to the Contractor, subcontractors, mechanics, and laborers employed by the Contractor on the Work. This bond shall be so conditioned as to inure to the benefit of persons furnishing materials for or performing labor upon the Work. This bond shall be maintained by the Contractor in full force and effect until the Work is completed and accepted by the County, and until all claims for materials, labor, and subcontracts are paid.

2. Bond for Faithful Performance: Shall be in the sum of not less than 100% of the Contract price to assure the faithful performance of the Contract. This bond shall be so conditioned as to assure the faithful performance by the Contractor of all Work under said Contract, within the time limits prescribed, including any maintenance and warranty

provisions, in a manner that is satisfactory and acceptable to the County, that all materials and workmanship supplied by the Contractor will be free from original or developed defects, and that should original or developed defects or failures appear within a period of one year from the date of acceptance of the Work by the County, the Contractor shall, at Contractor's own expense, make good such defects and failures and make all replacements and adjustments required, within a reasonable time after being notified by the County to do so, and to the approval of the Department of Public Works. This bond shall be maintained by the Contractor in full force and effect during the performance of the Work of the Contract and for a period of one year after acceptance of the Work by the County.

Each bond shall be signed by both the Contractor (as Principal) and the surety.

Should any surety or sureties upon said bonds or any of them become insufficient or be deemed unsatisfactory by the County, the Contractor shall replace said bond or bonds with good and sufficient sureties within ten days after receiving notice from the County that the surety or sureties are insufficient or unsatisfactory. Should any surety or sureties be deemed insufficient or unsatisfactory, no payment(s) shall be deemed due or will be made under this Contract until the new sureties shall qualify and be accepted by the County.

46. Not used.

47. Not used.

48. <u>ASSIGNMENT</u>:

A. The Contractor shall not assign this Contract without the consent of the County. The Contractor shall be bound by and comply with all applicable provisions of the Labor Code of the State of California and shall keep informed of and observe and comply with and cause all of Contractor's agents and employees to observe and comply with all federal, state, and local laws which in any way affect the conduct of the Work of this Contract.

B. Work performed on County-owned property, irrespective of political subdivision location, shall be governed by the County Building Laws, and Work performed outside the property lines of County-owned property shall be governed by the local laws of the County, city, or other municipal government having jurisdiction.

49. PATENTS:

In the event that any patented article, material, or process is to be installed or used in the performance of the Work as shown on the drawings or particular specifications therefore, the Contractor shall pay the royalty chargeable and shall save, keep, and bear the County harmless from all damage, costs, and expenses by reason of any infringement of the patent therefor, or by reason of the failure to pay the royalty chargeable for use thereof, and any loss to the County or the awarding entity in the event that the County is enjoined from using such patented article or material and the incidental damage caused by the loss of use and damage to County property or awarding entity in removing same, and cost of replacing the article or material the use of which is enjoined. Provided further the Bond for Faithful Performance shall be deemed to expressly apply to this provision of the specifications.

50. SUSPENSION AND/OR TERMINATION OF WORK AND/OR CONTRACT:

A. Suspension of Work

1. The Director may order the Contractor in writing to suspend, delay or interrupt all or any part of the Work for such period of time as he may determine to be appropriate for the convenience of the County.

2. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize incurring costs allocable to the Work covered by the order during the period of Work stoppage.

3. If the performance of all or any part of the Work is, for an unreasonable period of time, suspended, delayed, or interrupted by (a) an act of the County in the administration of this Contract, or (b) by the County's failure to act within the time specified in this Contract (or, if no time is specified, within a reasonable time), an adjustment shall be made for any increase in cost of performance of this Contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption, and the Contract modified in writing accordingly. However, no adjustment shall be made under this Article for any suspension, delay, or interruption to the extent (a) that performance would have been suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or (b) for which an adjustment is provided for or excluded under any other provision of this Contract.

4. No claim under this paragraph shall be allowed (a) for any costs incurred more than fourteen (14) calendar days before the Contractor shall have notified the County in writing of the act or failure to act involved, (but this requirement shall not apply as to a claim resulting from a suspension order), and (b) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such suspension, delay, or interruption, but not later than the date of final payment. No part of any claim based on the provisions of this clause shall be allowed if not supported by adequate evidence showing that the cost would not have been incurred but for a delay within the provisions of this Article.

B. Termination for Convenience

1. The Director may, whenever the interests of the County so require, terminate this Contract, in whole or in part, for the convenience of the County. The County shall give written notice of the termination to the Contractor specifying the part of the Contract terminated and the date termination becomes effective.

a. The Contractor shall incur no further obligations in connection with the terminated Work, and, on the date set in the notice of termination, the Contractor shall stop Work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated Work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated Work. The County may direct the Contractor to assign the Contractor's right, title, and interest under the terminated orders or subcontracts to the County. The Contractor must still complete the Work not terminated by the notice of termination and may incur obligations as are necessary to do so.

b. The County may require the Contractor to transfer title and deliver to the County in the manner and to the extent directed by the County: (a) the fabricated or unfabricated parts, Work in process, completed Work, supplies, and other material produced or acquired for the Work terminated; and (b) the completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to the County. The Contractor shall, upon direction of the County, protect and

preserve property in the possession of the Contractor in which the County has an interest. If the County does not exercise this right, the Contractor shall use its best efforts to sell such supplies and manufacturing materials for the benefit of the County.

c. If the parties are unable to agree on the amount of a termination settlement, the County shall pay the Contractor the following amounts:

1. For Contract Work performed before the effective date of termination, the total (without duplication of any items) of:

(a) The percentage of the Contract price which equals the percentage (%) of Work completed in accordance with the schedule of values, less prior progress payments, and any applicable Liquidated Damages. The amounts of outstanding Stop Notices shall be withheld until the Stop Notices are resolved as provided by law.

(b) The cost of settling and paying terminated subcontracts and orders that are properly chargeable to the terminated portion of the Work;

2. The reasonable costs of effectuating the settlement of the Work terminated, including:

(a) Accounting, clerical, and other expenses reasonably necessary for the preparation of termination settlement bids and supporting data;

(b) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(c) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

C. Termination for Default

1. If the Contractor refuses or fails (a) to commence the Work within the time required by this Contract, (b) to prosecute the Work or any separable part with the diligence that will ensure completion within the time specified in this Contract, including any authorized extension, (c) to provide sufficient and properly skilled workers or proper materials or equipment to complete the Work in an acceptable manner and without delay, (d) to promptly pay its subcontractors, laborers, and materialmen, (e) to perform any of Contractor's other obligations under this Contract, or (f) to complete the Work within the time specified in this Contract ("events of default"), the County may, by written notice to the Contractor, terminate the right to proceed with the Work (or the separable part of the Work). In this event, the County may take over the Work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the site necessary for completing the Work. The Contractor and Contractor's sureties shall be liable for any damage to the County resulting from events of the default, whether or not the Contractor's right to proceed with the Work is terminated. This liability includes any increased costs incurred by the County in completing the Work.

2. The Contractor's right to proceed shall not be terminated because of delays, nor will the Contractor be charged with damages under this article, if:

   a. The delay in completing the Work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor (examples of such causes include: (i) acts of God, (ii) acts of the public enemy, (iii) acts of the County in either its public or contractual capacity, (iv) acts of another Contractor in the performance of a contract with the County, (v) fires, (vi) floods, (vii) epidemics, (viii) quarantine restrictions, (ix) strikes, (x) freight embargoes, (xi) unusually severe weather, or (xii) delays of Subcontractors or Suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the Subcontractors or Suppliers); and,

   b. The Contractor, within fourteen (14) calendar days from the beginning of any delay (unless extended by the County), notifies the County in writing of the causes of the delay in accordance with Specification Section 001310, Construction

Schedule. The County shall ascertain the facts and the extent of the delay. If, in the judgment of the County, the findings warrant such action, the time for completing the Work shall be extended by Change Order. The findings of the County will be final and conclusive on the parties.

3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the County.

4. The rights and remedies of the County in this article are in addition to any other rights and remedies provided by law or under this Contract. Time is of the essence for all delivery, performance, submittal, and completion dates in this Contract.

D. Termination for Improper Consideration

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

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

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

E. Notice of suspension or termination for any reason shall be given in writing and shall be complete one day after deposit in the United States mail in a

sealed envelope with postage prepaid and directed to the Contractor at Contractor's address as filed with the County, or upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to the Contractor. Actual knowledge of such suspension or termination by an individual Contractor or by a copartner, if the Contractor be a partnership or by the president, vice-president, secretary or general manager, if the Contractor be a corporation, or by the managing agent regularly in charge of the Work on behalf of said Contractor, shall in any case be sufficient notice.

51. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

A. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through Contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

B. As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall, during the term of this Contract, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully serviced Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

C. Failure of Contractor to maintain compliance with these requirements shall constitute a default by Contractor under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure to cure such default within ninety (90) days of notice by the Los Angeles County District Attorney shall be grounds upon which the County Board of Supervisors may terminate this Contract.

52. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT:

Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor

understands that it is County's policy to encourage all County Contractors to voluntarily post County's L.A.'s Most Wanted: Delinquent Parents poster in a prominent position at Contractor's place of business. County's District Attorney will supply Contractor with the poster to be used.

53. LIMITATION OF LIABILITY:

A. This project may be awarded by or the Contract may be assigned to a joint powers authority or a nonprofit corporation established by the awarding entity. Bonds, certificates of participation, or other evidences of indebtedness will be issued by a joint powers authority or nonprofit corporation or the awarding entity or the County, for the purpose of constructing the Work contemplated by these Drawings and Specifications. The proceeds of said sale shall be the sole source of funds for payment of all Work to be done and all claims of any kind that may be made under the provisions of this Contract. Neither the awarding entity, nor (if different) the issuing entity, nor any individual parties thereto, nor the County, nor the County's agents and Special Districts, shall have any liability whatsoever to the Contractor or others arising out of, or in any way connected with, Work to be performed hereunder, save and except as such liability may be paid and discharged out of said proceeds, and except as specifically provided for in these specifications. Contractor shall look solely to said proceeds for payment of Work to be done or any claims whatsoever that may be asserted hereunder. Contractor expressly releases and discharges the awarding entity, the issuing entity, and the County and each of them from any and all liability, cost, or expenses save and except such liability, cost, and expense as may be paid for out of said proceeds.

B. The issuing entity will adopt a policy to sell and issue bonds, certificates of participation, or other evidences of indebtedness at such times and in sufficient amounts to ensure that funds are provided for the prompt payment, as installments become due, for Work performed hereunder.

54. FORUM SELECTION:

Contractor hereby agrees to submit to the jurisdiction of the courts of the State of California. The exclusive venue of any action brought by Contractor, on Contractor's behalf or on the behalf of any Subcontractor, which arises from this agreement or is concerning or connected with services performed pursuant to this agreement, shall be deemed to be in the courts of the State of California located in Los Angeles County, California.

55. WAIVER:

The waiver by the County of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition on any subsequent breach of the same or any other term, covenant, or condition herein contained.

56. PRIOR AGREEMENTS:

This Contract contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this agreement and no prior agreements or understanding pertaining to any such matter shall be effective for any purpose. No provision of this Contract may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successor-in-interest.

57. PROGRESS PAYMENTS:

In accordance with Public Contract Code Section 20104.50, the County shall make progress payments within thirty (30) days after receipt of an undisputed and properly submitted payment request from a Contractor on a construction contract. Interest shall be paid to the Contractor equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure if the County fails to make payment within the thirty (30) days. If the payment request is determined not to be a proper payment request suitable for payment, it shall be returned to the Contractor as soon as practicable, but not later than seven (7) days after receipt accompanied by a document setting forth in writing the reasons why the payment request is not proper. The Contractor will use Primavera Contract Manager Version 11, to prepare and submit progress payments unless otherwise instructed by the Director.

58. ACCEPTANCE OF FINAL PAYMENT AS RELEASE:

The acceptance by the Contractor of the final payment shall be and shall operate as a release to the County and the awarding entity of all claims and all liability to the Contractor for all things done or furnished in connection with this Work and for every act and neglect of the County, awarding entity, and others relating to or arising out of this Work. No payment, however final or otherwise, shall operate to release the Contractor or his sureties from any obligation under this contract or the Performance and Payment Bond.

59. SUBSTITUTION OF SECURITIES FOR RETENTION:

In accordance with Public Contracts Code Section 22300 et seq., the Contractor may substitute securities for retention monies to be withheld to ensure performance under this Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld may be deposited with the County, or with an approved State or Federally chartered bank as the escrow agent. The County will then pay such retention moneys to the Contractor. It is the Contractor's obligation to secure the services of a state or federally chartered bank to act as escrow agent. Securities eligible for investment include those listed in Government Code Section 16430 or bank or savings and loan certificates of deposit. The Contractor shall be the beneficial owner of any securities substituted for retention monies withheld and shall receive any interest earned by the securities. The standard form of the County's Escrow Agreement is on file at the Business Relations and Contracts Division of the Department of Public Works. The terms of that Agreement are incorporated by reference.

60. RESOLUTION OF CONSTRUCTION CLAIMS:

The provision of Public Contract Code 20104 et seq. relating to the resolution of construction claims of three hundred seventy-five thousand dollars ($375,000) or less which arise between a Contractor and a local agency are hereby incorporated in this Contract.

61. CONFLICT OF INTEREST:

No County employee whose position in County enables him to influence the award of this agreement or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor herein, or have any other direct or indirect financial interest in this Agreement.

62. ANTI-TRUST CLAIMS:

In entering into a public works Contract or a Subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the 44 Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2, Division 7, of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works Contract or Subcontract. This assignment shall be made and become effective at the time the

awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

63. COUNTY'S QUALITY ASSURANCE PLAN:

The County or its agent will evaluate Contractor's performance under this agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing, and that may place performance of the agreement in jeopardy if not corrected, will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this agreement or impose other penalties as specified in this agreement.

64. LAWS, CODES AND REGULATIONS TO BE OBSERVED:

A. The Contractor shall become familiar and comply with all Federal, State, County and City laws, ordinances or regulations controlling the action or operation of those engaged in the work, or affecting materials used, and operate in accordance therewith.

B. In accordance with this requirement, it has not been considered necessary to enumerate all wiring, plumbing and other requirements covered by the codes. The Contractor, in making a bid, agrees that the requirements of such ordinances will be as carefully adhered to as if they were specifically set forth in the specifications.

C. The Contractor shall hold harmless the County and all of its officers, agents and servants against any claims or liability arising from, or based upon the violation of such laws, by-laws, ordinances, regulations, orders or decrees, whether by the Contractor or the Contractor's employees, except where the instance of violation is done in accordance with the specifications.

D. Work performed on County-owned property, irrespective of political subdivision location, shall be governed by the County Building Laws; and work performed outside the property lines of County-owned property shall be governed by the local laws of the County, City, or other municipal government having jurisdiction.

* * *

(00700.REV 5/2008)

SECTION 00 08 00

SUPPLEMENTARY CONDITIONS

1. DEFINITIONS:

Whenever the following words appear in the Contract Documents, they will be construed to have the following meanings:

a. "County" means the County of Los Angeles.

b. "Awarding Entity/County" means either the County; the County, as agent for such joint powers authority or nonprofit corporation as may be involved in the issuance of bonds, certificates of participation or other evidences of indebtedness to finance the work contemplated herein; or said joint powers authority or nonprofit corporation.

c. "Board of Supervisors" means the Board of Supervisors, County of Los Angeles, California.

d. "Department" means the Department of Public Works.

e. "Owner" means the County of Los Angeles, represented by the Department of Public Works.

f. "Director" means the Director of the Department of Public Works or his authorized representative.

g. "Architect" means JTC Architects, Inc., or their authorized representative.

h. "Project Manual" means the manual prepared for the project, consisting of the Bid and Contract Requirements, Conditions of the Contract, and Technical Specifications.

I. "Contract" means the agreement which has been executed by the Contractor and the County.

j. "Contract Documents" means those documents identified in Paragraph 5 of the General Conditions.

k. "Contractor" means the Prime Contractor awarded the Contract by the Board of Supervisors.

l. "Award of Contract" means the date the Board of Supervisors awards the construction Contract to the Contractor.

m. "Notice to Proceed" means the date the Director authorizes the Contractor to proceed with the Contract work.

n. "Acceptance of the Project" means Los Angeles County Board of Supervisors or Director's acceptance of the work.

o. "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The work may constitute the whole or a part of the project.

p. "The Project" is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include Work by the County or others.

q. "Substantial Completion" means the Date of Substantial Completion of the Work, or designated portion thereof as set forth in the Contract Documents, certified by the County when construction is sufficiently complete, in accordance with the Contract Documents, so the County may occupy or use the Work, or designated portion thereof, for the use for which it is intended. For the purpose of this project, this definition shall take precedence over any other reference to Substantial Completion in other specifications, each machine room will be considered Substantially Complete when the last elevator, within the same machine room, modernization/replacement is complete and accepted by the County.

r. "Disputes Review Panel" reviews all matters related to disputes over the interpretation of the Drawings and Specifications.

s. "Notice to Bidders" means any written modification to the Contract Documents issued prior to the bid date.

t. "Day" means calendar day unless otherwise specified.

u. "Drawings" means the graphical and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design,

location and dimensions of the work, generally including plans, elevations, sections, details, schedules, and diagrams.

v. "Specifications" means that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the work, and performance of related services.

w. "Inspection Notice": A sequentially numbered written notice issued to the Contractor for the purpose of, but not limited to, the following:

1) Define items/installations that deviate from the Contract Documents and which payment may be withheld.

2) Alert as to problem areas prior to issuing Noncompliance.

3) Void previously issued Inspection or Noncompliance Notice when corrections have been made.

4) Give notice of approval.

5) Provide general project information.

6) Define delinquent submittals.

7) Advise Contractor of not complying with safety requirements.

x. "Noncompliance Notice": A sequentially numbered written notice issued to the Contractor that defines materials, installations, and/or situations that do not comply with codes or the Contract Documents and which payment cannot be made. The statement "remove and replace" will be included when required.

y. “Interim Maintenance”: Contractor is to furnish all services, materials, labor, and equipment required for the facilities elevators continued operation and conduct all required elevator servicing to meet County and State operational requirements of the existing elevators during construction. These services shall become effective at the start of and for the duration of the modernization for all elevators within the same elevator machine room. Refer to Exhibit 14, CRDF Elevator Interim Maintenance and Warranty Specifications. LASD/County servicing responsibilities shall start upon the last elevator in each elevator machine room is completed of its modernization work.

z. “Interim Warranty”: Contractor is to furnish all services, materials, labor, and equipment required for the facilities elevators continued operation and conduct all required elevator servicing to meet County and State operational requirements of the newly replaced elevators after modernization/replacement. These services shall become effective at the completion of the modernization for individual machine room elevators and at the completion of all elevators for the machine rooms containing multiple elevators. These services shall run concurrently with the required 12-month warranty period. Refer to Exhibit 14, CRDF Elevator Interim Maintenance and Warranty Specifications.

2. PAYMENTS:

Payments on account of the Work comprising the original Contract shall be made upon demand of the Contractor as follows:

a. A working day of the month shall be selected by the County and the Contractor, which day shall remain constant throughout the life of the project, and vary only as needed to fall on a working day. A payment request equal to ninety-five percent (95%) of the labor performed and material actually installed in the work during the previous thirty (30) days or since the last payment request shall be submitted by the Contractor and presented to the County for payment.

b. A payment request for the (5%) withheld from the monthly progress payments shall be submitted by the Contractor to the County upon completion and acceptance by the County of all the work called for under the original Contract.

c. In the event of payment on account of additional work for a Change Order, supplemental agreement, or unit price authorization, the retention shall be as stipulated by the original Contract.

d. When progress payments are to be made, no payment on account of the work and at any time while there is work in progress, will be considered an acknowledgment that any or certain portions of the work have been done in accordance with the Drawings and Specifications. Should there be any balance due the Contractor at the time of the acceptance of the work such balance shall be paid upon said acceptance.

e. All demands for payment shall be itemized and rendered in six (6) copies by the Contractor and shall be certified by the Director when found by him to be correct. Payment will be made to the Contractor within thirty (30) days after the approval by the Director.

f. Cost of bonds or liability insurance shall not be included as an item in the demands for monthly progress payments. In the compilation of demands for progress payments, neither stipulated nor bid unit prices for deductions shall be used as the basis for computing prices for the work completed.

g. When the Contractor has requested payments that would bring his total payment to fifty percent (50%) of the Contract, all subcontractors and material suppliers on record with the Contract Administrator will be notified by U. S. Mail regarding the status of such payment.

Subcontractors and material suppliers of record will be advised to refer to their rights under the Civil Code relating to the "Stop Notices" and other means or methods of securing payment for their work or materials.

3. PAYMENT FOR STORED MATERIAL:

The Department, at its discretion, may authorize "Progress Payments" at the invoiced price, minus retention specified under "Payments", for:

a. Material and equipment delivered to the site but not incorporated in the Work.

b. Material and equipment delivered and stored off the site in a bonded warehouse or other location within Los Angeles County, which warehouse or other location is satisfactory to and has been approved by the Department.

c. The provisions allowing prepayment for materials will be applied to large items of equipment and construction materials of special manufacture or order for the job, such as:

1. Electrical switchgear, generators, and transformers over 15 KVA.

2. Mechanical items including air handlers over 15 horsepower, boilers, chillers, and fabricated ductwork.

3. Reinforcing steel and structural steel when fabricated to job requirements.

4. Carpeting, floor tile or ceiling tiles.

5. Electrical fixtures (less lamps) and light standards.

6. Door and security hardware.

7. Window wall assemblies.

8. Precast concrete members such as wall panels, "tees" or girders.

Contractor must furnish with his Request for Payment acceptable evidence showing such material and/or equipment has been paid for in full, together with a verified statement that same is/are free from all liens and encumbrances and will be utilized in the Work covered by this Contract and a material list sufficient for physical inventory at the storage location. All shop drawings and material submittals must be approved prior to authorizing payments.

All storage, handling and rehandling costs, insurance and responsibility for protection and proper installation of such material and equipment, is the obligation of the Contractor. No payment, pursuant to this provision for material or equipment, shall in any way relieve the Contractor of its responsibility to obtain or provide, at its expense, any such material or equipment, or release the Contractor from any of its obligations under this Contract.

Department may enter upon the premises where the material and/or equipment is stored for inspection, checking, or any other purpose it deems necessary. The Contractor will be reimbursed for any Los Angeles County taxes levied against such material or equipment while so stored, upon presentation of a receipted tax bill for same.

4. EQUIPMENT LAYOUT DRAWINGS:

When any section of the specifications requires the submittal of an "Equipment Layout Drawing", the Contractor shall coordinate all work under various sections of the Specifications to assure that no interferences occur in the rooms or areas for which such drawings have been required and that necessary clearances are provided.

Installation of affected equipment shall not proceed until required drawings have been approved by the Department.

5. AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS:

The following forms and reports are required to be completed by the Contractor and/or Subcontractors according to the instructions furnished for each and at the time shown below for each:

a. Within ten (10) working days of subcontract award:

- Contractor's Notification of Subcontracts Awarded

b. Prior to commencement of work:

- Notice of EEO Commitment

c. During the construction period:

- Monthly Employment Utilization Report (form CC257)

6. SURVEY OPERATIONS:

The Contractor shall be responsible for all survey and layout operations and shall be responsible for the following:

a. Employ an independent, state of California licensed Land Surveyor or registered civil engineer licensed to practice surveying to establish horizontal and vertical control points, establish property lines and other required staking.

b. Locate elevations of all improvements, establish control points and bench marks adequate for the use of all trades so that all parts of the work are within the specified and indicated tolerances.

c. As the work proceeds, verify all grades, lines, and dimensions indicated on the drawings, and report errors and inconsistencies to the Architect in writing. Do not proceed until errors and inconsistencies are corrected.

d Maintain staking as required by construction progress and maintain construction progress and maintain control points and benchmarks until final completion of the project.

7. INSURANCE COVERAGE REQUIREMENTS—TYPES AND LIMITS:

A. Builders Risk Course of Construction Insurance:

1. Replacement value of County-furnished materials and equipment for this Project is valued at 100% of the total contract value.

2. If new Work involves a major addition/renovation that could affect the structural integrity of the existing structure, Contractor shall insure the new Work and the existing structure for the total cost of the Contract plus the value of the existing structure.

3. Insure against damage from perils covered by the Causes-of-Loss Special Form (ISO form CP 10 30), and 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). If Project involves testing air conditioning systems, boilers, pressure vessels, major machinery or major electrical panels, policy shall include coverage for such testing.

4. 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.

B. General Liability Insurance:

Minimum coverage requirements shall provide limits of not less than $2,000,000 per occurrence, $4,000,000 policy aggregate, and $4,000,000 products/completed operations aggregate. The products/completed operations coverage shall continue to be maintained in the amount herein for at least two (2) years from the date the Project is completed and accepted by the County.

C. Automobile Liability Insurance:

Minimum coverage requirements shall provide a limit of not less than $2,000,000 per accident.

D. Workers Compensation and Employers Liability Insurance: Such coverage shall provide workers compensation benefits, as required by the Labor Code of the State of California. Such policy shall be endorsed to waive subrogation against the County for injury to the Contractor's employees. If the Contractor's

employees will be engaged in maritime employment, the coverage shall provide the benefits required by the U.S. Longshore and Harbor Workers Compensation Act, Jones Act, or any other Federal law to which the Contractor is subject.

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

i.	Each accident:	$1 million
ii.	Disease – policy limit:	$1 million
iii.	Disease – each employee:	$1 million

8. CERTIFICATE OF INSURANCE:

a. Refer to General Conditions, Articles 43, 44, and 45, regarding insurance.

b. Certificate of Insurance shall include the following statement:

"It is further understood and agreed that these insurance policies comply with the Contract requirements of this project."

c. The cancellation clause shall be modified to read as follows:

"Should any of the above-described policies be canceled before the expiration date thereof, the issuing company will mail 30 days written notice to the below-named certificate holder.

d. The Certificate of Insurance shall clearly state that the County of Los Angeles and its Special Districts are named as Additional Insured.

e. Include the name of the project and specification number on all insurance certificates.

9. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT:

The Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 1857 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) as amended. Violations shall be reported to the County and the Regional Office of the Environmental Protection Agency.

10. LOBBYING OF COUNTY OFFICIALS:

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

11. CORRESPONDENCE:

All correspondence shall be addressed to the County of Los Angeles, Department of Public Works, P.O. Box 1460, Alhambra, California 91802-1460, Attention: Project Management Division. This address shall be included in all contracts with subcontractors and suppliers.

12. EMPLOYMENT OF LAID-OFF COUNTY EMPLOYEES - SKILLED TRADES AND OTHERS:

a. Should Contractor, or any Subcontractor performing more than $250,000 of the Contract value, require additional or replacement personnel to perform services under this Contract, other than the performance of a skilled trade, Contractor shall give first consideration for such employment openings to qualified former County employees who are on a re-employment list.

b. Should Contractor, or any Subcontractor performing more than $250,000 of the Contract value, require additional or replacement personnel to perform a skilled trade not covered by an existing union hiring agreement under this Contract, Contractor is encouraged to consider for such employment openings qualified County employees who are targeted for layoff or qualified former County employees who are on a re-employment list. In no event shall the County be liable for any cost, delay, or impact claims arising out of efforts to hire such present and former County employees.

* * *

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10/2009

SECTION 00 09 12

COUNTYWIDE LOCAL AND TARGETED WORKER HIRE PROGRAM - MANDATORY

PART 1 – GENERAL

1.01 SUMMARY

This Section 00 09 12 includes:

Part 1 – General
1.01 – Summary
1.02 – Definitions
1.03 – Local and Targeted Worker Hire Program (LTWHP)

Part 2 – Administration
2.01 – Administration & Compliance
2.02 – Jobs Coordinator Minimum Qualifications
2.03 – Responsibilities of the Jobs Coordinator
2.04 – Community Service Providers

Part 3 – Forms
3.01 – Form 00 09 12-A: LTWHP Craft Employee Request Form
3.02 – Form 00 09 12-B: LTWHP Workforce Utilization Plan
3.03 – Form 00 09 12-C: FPL List of Zip Codes
3.04 – Form 00 09 12-D: Local and Targeted Worker Hire Status Report
3.05 – Form 00 09 12-E: Approved Jobs Coordinators List

1.01 **MANDATORY HIRING GOALS FOR THIS PROJECT**

The County of Los Angeles has implemented a Local and Targeted Worker Hire Policy (LTWHP) to facilitate the hiring of Local and Targeted workers. Pursuant to this policy, this project has a ***mandatory goal*** of at least 30 percent of total California Construction Labor Hours worked be performed by a qualified Local Resident and at least 10 percent of total California Construction Labor Hours worked on this project shall be performed by County residents classified as a Targeted Worker. Hours worked by a Targeted Worker who is also a Local Resident may be applied towards both the mandatory 30 percent Local Hire and 10 percent Targeted Worker Hire goals.

Including, a minimum ratio of one apprentice hour for every five journeyman hours shall be enforced, per State Labor code requirement, and the Contractor will strive to obtain half of all apprentice hours on the project be performed by Local and Targeted Workers. In addition, there shall be a **mandatory** requirement to use a Jobs Coordinator to be hired directly by the Contractor, prior to the start of work on the project. The Jobs Coordinator is an independent third-party individual, entity, or employee with whom the Contractor enters into a contract or employs to facilitate the implementation of the Local and Targeted

Worker Hiring Requirements of this Agreement. The Jobs Coordinator may be selected from the approved Jobs Coordinators list available as Form 00 09 12-E. If the Contractor utilizes an employee as a Jobs Coordinator, the Jobs Coordinator must be able to demonstrate or document to the County the minimum qualifications and/or experience to fulfill the duties and responsibilities as outlined in Sections 2.02 and 2.03.

1.02 DEFINITIONS

Terms used in the implementation of the LTWHP shall be defined as follows:

A. **California Construction Labor Hours –** Includes all craft worker hours performed on the project by California residents, excluding the hours performed by off-site material fabricators, designers, project office staff, or vendors.

B. **Certified Payroll Reports** – The Contractor shall comply with the requirements of Section 1776 of the Labor Code, State of California for the submission of Certified Payroll Reports (CPR). The Contractor and its subcontractors shall submit a copy of all CPR's to the County on a monthly basis, no later than on the first Monday of the subsequent month. Contractor and its subcontractors shall submit all CPR's to the County electronically if an online system is designated by the County**.**

C. **Community Service Providers –** A network of public and private partners working to support workers and businesses by serving their employment and training needs. These providers include local one-stop job/career centers funded by the Federal Workforce Innovation and Opportunities Act (WIOA). These centers help businesses find skilled workers and connect customers to work related training and education; most services are available at no cost. Examples of Community Service Providers are listed in Section 2.04.

D. **Craft Employee Request Form –** The form used by the Contractor and its subcontractors to request dispatch of craft workers (including, but not limited to, apprentices and journeymen), who are Local Residents or Targeted Workers, from a Community Service Provider or union hiring hall in the event that assistance in obtaining such workers is needed. The request form is submitted by the Contractor/subcontractors, completed and executed by the Community Service Provider or union hiring hall, and a copy retained by the Contractor for auditing purposes.

E. **Jobs Coordinator** – An individual or firm that facilitates implementation of the Targeted Worker hiring requirements of the County of Los Angeles for the Contractor/subcontractors. The Jobs Coordinator must be able to demonstrate or document to the County the requisite qualifications and/or experience to fulfill the duties and responsibilities as outlined in Section 2.02 and 2.03.

F. **Local and Targeted Worker Hire Status Report** – A monthly report required to be submitted to the County as listed on Form 00 09 12-D.

G. **Local Resident** – A Local Resident is defined as an individual whose primary place of residence is within the Tier 1 or Tier 2 ZIP Codes of the County, as listed in Forms 00 09 12-A and 00 09 12-C.

H. **Workforce Utilization Plan** – Form 00 09 12-B submitted by the Contractor on behalf of itself and its subcontractors prior to commencing work, specifying a Workforce Utilization Plan, which contains the workforce plan and schedule for the hiring of qualified Local Residents and Targeted Workers, including the use of the subcontractors' workforce to meet the LTWHP hiring goal. The Contractor shall submit updates of the Workforce Utilization Plan to reflect changes in project conditions, schedules, or subcontractors.

I. **Targeted Worker** - A Targeted Worker is an individual who is a County resident and faces at least one or more of the following barriers to employment:

1. Has a documented annual income at or below 100 percent of the Federal Poverty Level;
2. No high school diploma or GED;
3. A history of involvement with the criminal justice system;
4. Protracted unemployment (receiving unemployment benefits for at least 6 months);
5. Is a current recipient of government cash or food assistance benefits;
6. Is homeless or has been homeless within the last year;
7. Is a custodial single parent;
8. Is a former foster youth; or
9. Is a veteran, or is the eligible spouse of a veteran of the United States armed forces, under Section 2(a) of the Jobs for Veterans Act (38 U.S.C.4215[a]).
10. Eligible Migrant and seasonal farmworkers
11. English Language Learners
12. Older Individuals (55+)
13. Disabled
14. Individuals with Low levels of Literacy

J. **Tier 1 Zip Codes** – Tier 1 ZIP Codes are those Zip codes listed in Form 00 09 12-A.

K. **Tier 2 Zip Codes** – Tier 2 ZIP Codes are those Zip codes listed in Form 00 09 12-C.

1.03 LOCAL AND TARGETED WORKER HIRE PROGRAM

A. The Contractor and its subcontractors shall meet the following minimum mandatory Local Resident and Target Worker hiring requirements:

1. At least 30 percent of total California Construction Labor Hours worked on the project must be performed by a qualified Local Resident;

2. And at least 10 percent of total California Construction Labor Hours worked on the project shall be performed by a Targeted Worker. The hours worked by a Targeted Worker who is also a Local Resident may also be applied towards the 30 percent Local Resident hiring goal.
3. A minimum ratio of one apprentice hour for every five journeyman hours shall be enforced, per State Labor code requirement, and the Contractor will strive to obtain half of all apprentice hours on the project be performed by Local and Targeted Workers.
4. In addition, there shall be a mandatory requirement to use a Jobs Coordinator, as that term is defined in Section 1.02, to facilitate implementation of the Targeted hiring requirements of this Policy; and the Contractor shall ensure the mandatory hiring requirements provided for Local and Targeted Workers are met in accordance with this Policy.

B. The available pool of Local Residents whose primary place of residence is within Tier 1 ZIP Codes (listed under Form 00 09 12-A), must first be exhausted in the manner specified in Section 2.01G before employing worker(s) from Tier 2 ZIP Codes (listed under Form 00 09 12-C).

C. All California Construction Labor Hours shall be included in the calculation for the percentage requirements set forth in Section 1.03 A.

D. The Contractor and its subcontractors shall not discriminate against or give preference to any particular individual or group based on race, color, gender, sexual orientation, age or disability.

PART 2 – ADMINISTRATION

2.01 ADMINISTRATION & COMPLIANCE

A. Prior to start of work on the project, the Contractor shall perform the following:
1. The Contractor shall hire a Jobs Coordinator for the project in accordance with Section 2.02.
2. The Contractor and all subcontractors of every tier shall coordinate with the Jobs Coordinator for services to support their efforts in meeting the targeted hiring percentages as described in Section 1.01 of this Specification.

B. The Contractor and its subcontractors shall use the Craft Employee Request Form (Form 00 09 12-A) for all requests for dispatch of qualified Local Residents and Targeted craft workers (including apprentices and journeymen) in the event that assistance in obtaining such workers is needed from a Community Service Provider, union hiring hall, or other source.

C. Prior to commencing work, the Contractor, on behalf of itself and its subcontractors, shall submit a Workforce Utilization Plan (Form 00 09 12-B) to the County Project Manager that contains the workforce hiring plan and schedule for the hiring of qualified Local and Targeted Workers and the assignment and use of the subcontractors' workforce to meet the Local Worker Hiring requirement. The Contractor, thereafter, shall submit updates of the Workforce Utilization Plan to reflect changes in project conditions, schedule, or subcontractors.

D. No later than the 15th calendar day of each month, the Contractor shall submit to the designated County representative a completed Local and Targeted Hire Status Report containing the relevant information for the preceding month. The Local and Targeted Hire Status Report shall contain, at a minimum, the information specified below for Contractor and its subcontractors:

1. For each California Project Craft Worker (apprentices and journeymen): (a) the total labor hours, total number of all workers (apprentices and journeymen), hours worked on the project; and (b) the wages earned on the project.
2. Total number of Local Residents (apprentices and journeymen), hours worked (apprentices and journeymen), segregated by Tier 1 and Tier 2 Residency Preference Areas, and wages earned by each Local Resident.
3. Total number of Targeted Worker hours worked (apprentices and journeymen by Tier 1 and Tier 2 Residency Preference Areas) and Targeted worker data and workers demographic profile.
4. Total number of hours worked by Local Residents by subcontractor.

E. No later than the 15th calendar day of each month, the Contractor and all its subcontractors shall submit the Local and Targeted Hire Status Report to the designated County representative (or submit the data online if the County elects to provide an online system), to demonstrate progress in meeting the Workforce Utilization Plan. Failure to submit the Local and Targeted Worker Hire Status Report to the designated County representative shall be deemed to constitute zero percent local hire participation for the month and the County may retain the Monthly Mandatory Compliance Withholding (MMCW) amount.

F. The County may, in its sole discretion, elect to provide an online system for the Contractor and all of its subcontractors to input the data required in the Local and Targeted Worker Hire Status Report. If the County so elects, the Contractor and subcontractors shall utilize that online system in lieu of completing and submitting the Local and Targeted Worker Hire Status Report.

G. The Contractor and its subcontractors shall <u>first</u> meet the Local and Targeted Worker Hire participation requirement by employing qualified workers from the Tier 1 Preference Area. If the Contractor is unable to meet their entire Local and Targeted Worker Hire need from this area, it must submit to the Project Manager a statement certifying that it has exhausted all available qualified Local and Targeted Workers from this area during a 48-hour period before pursuing workforce from the Tier 2 Preference Area.

H. The Contractor's compliance with the approved Workforce Utilization Plan will be evaluated monthly using the Local and Targeted Hire Status Report.

I. To enforce compliance on contracts containing mandatory hiring goals, an amount will be withheld from the monthly progress payment to the Contractor in proportion to the deficit percentage of the mandated Local and Targeted Hiring Goal percentage and the actual percentage obtained. The maximum that may be withheld during the duration of the project is one percent of the total construction contract amount, but

not to exceed $500,000, comprised of 0.75 percent for Local Worker goal compliance, and 0.25 percent for Targeted Worker goal compliance. This amount is called the Monthly Mandatory Compliance Withholding (MMCW) amount. The percentage of the MMCW that will be withheld for a given month will be the same as the percentage of the deficit in achieving the LTWHP targets for that month.

The maximum MMCW amount is determined as follows:

Construction Contract Value X .75% ÷ Number of months in baseline construction schedule = MMCW for Local Workers

Construction Contract Value X .25% ÷ Number of months in baseline construction schedule = MMCW for Targeted Workers

J. If the Targeted Worker Hiring mandatory requirements of the Policy have not been satisfied as required for a project, the Contractor nonetheless may be deemed to be in compliance if the Contractor demonstrates both (a) that the Contractor and each of its subcontractors have complied with all other requirements of the Policy, and (b) that the Contractor and each of its subcontractors have satisfactorily demonstrated the following:

Documented contact with the Department of Workforce Development, Aging and Community Services, America Job Centers or with an agency that supports and provides employment and training services for Targeted Workers in construction employment, and in which instance the agency did not refer a qualified Targeted Worker to the Contractors or subcontractor within 48 hours of the job request for fair consideration of the Targeted Worker.

K. At the conclusion of the project, the County will conduct a final evaluation of the Contractor's compliance with the Workforce Utilization Plan as described in Section 2.01.C and execute a final release of funds, if applicable, as described in Section 2.01.I. The Contractor's failure to meet the Local and Targeted Worker Hiring Requirement in Section 1.01 by the conclusion of the project shall result in the County imposing liquidated damages and deducting such amount otherwise owed to the Contractor in its final payment. The County will not be required to pay interest on any amounts withheld during the term of the contract.

L. The County and Contractor specifically agree that the MMCW amount, minus the total value of previous releases, in direct proportion to the actual Local and Targeted hire participation levels achieved by the Contractor consistent with the Workforce Utilization Plan, shall be imposed as liquidated damages, and not as a forfeiture or penalty. It is further specifically agreed that the aforesaid amount is presumed to be the amount of damages sustained due to the Contractor's inability to achieve the Local and Targeted Worker Hiring Requirement in Section 1.01.

M. For construction contracts where the work is performed for a private County Lessee, the Lessee shall be responsible for administration of all aspects of this Section 2.01, including the calculation and collection of the Local Hire Participation Compliance Rectification Amount. At the conclusion of the project, the Lessee shall pay over the

designated County representative any such amounts collected and shall provide a full report to the designated County Representative of all monthly information required to be collected in this Section 2.01.

2.02 JOBS COORDINATOR MINIMUM QUALIFICATIONS

A. If the Jobs Coordinator is selected from the approved list provided on Form 00 09 12-E, that Jobs Coordinator shall be deemed to meet the minimum qualifications. No additional qualification information need be provided.

B. If the Contractor desires to utilize a Jobs Coordinator not listed on Form 00 09 12-E (*i.e.*, a Contractor employee or other non-listed firm), the Contractor must be able to demonstrate that the selected Jobs Coordinator meets the minimum qualifications listed in this Section 2.02. When requested by the County, the Contractor shall provide documentation sufficient to satisfy the County, in the County's sole discretion, that the selected Jobs Coordinator meets the minimum qualifications listed in this Section 2.02.

C. A minimum of 3 years' experience as providing Jobs Coordinator services. Successful candidates for Jobs Coordinators must be able to demonstrate the in-depth ability, experience, and possess the necessary staff capable of providing required services.

D. A successful Jobs Coordinator must demonstrate they possess working relationships with the Building Trades, Targeted Workers and signatory craft councils and unions operating within County of Los Angeles' jurisdiction by describing previous interactions, relationships, and partnerships with these party's/groups.

E. A successful Jobs Coordinator must be able to demonstrate that it has experience on projects similar in scale to the current project.

F. A successful Jobs Coordinator must demonstrate that they possess experience with Targeted Worker populations.

G. A successful Jobs Coordinator must have experience in working with work-source centers, faith-based organizations and other Community Based Organizations (CBOs).

H. A successful Jobs Coordinator must be familiar with incentive programs and tax credit subsidies provided by the State and Federal government to hire workers that fit the corresponding category. Jobs Coordinator to describe their experience in working with these programs

2.03 RESPONSIBILITIES OF THE JOBS COORDINATOR

The Contractor shall ensure that the selected Jobs Coordinator effectively performs the following duties:

A. The Jobs Coordinator shall develop, create, design and market specific programs to attract Targeted Workers for construction opportunities (e.g. handouts and fliers for “walk-ins” demonstrating program entrance procedures).

B. The Jobs Coordinator shall coordinate services for Contractor to use in the recruitment of Targeted Workers.

C. The Jobs Coordinator shall educate and assist Contractor on incentives provided by state or federal programs for on-the-job training and employer tax credits.

D. The Jobs Coordinator shall conduct orientations, job fairs and community outreach meetings in the local community.

E. The Jobs Coordinator shall screen and certify the Targeted Workers status.

F. The Jobs Coordinator shall establish a referral and retention tracking mechanism for placed Targeted workers and apprentices.

G. The Jobs Coordinator shall network with the various work source centers, community and faith-based organizations and other non-profit entities that provide qualified Local and/or Targeted Workers.

H. The Jobs Coordinator shall coordinate with the various building trades crafts for referral and placement of Targeted Workers.

I. The Jobs Coordinator shall maintain a database of pre-qualified Targeted Workers for referral.

J. The Jobs Coordinator shall be the point of contact to provide information about available job opportunities on projects.

K. The Jobs Coordinator shall assist the subcontractors with their documentation effort and other reports as it relates to their Targeted Worker hiring requirements.

L. The Jobs Coordinator shall work closely with County staff, the Building Trades, and subcontractors in achieving the Targeted hiring goals.

2.04 COMMUNITY SERVICE PROVIDERS

Examples of Community Service Providers that may be used by Contractor and subcontractors to identify Local Residents and Targeted Workers include:

- Los Angeles County Workforce Development, Aging, and Community Services: http://wdacs.lacounty.gov/

- LA Jobs: https://www.jobsla.org/vosnet/Default.aspx
- Cal Jobs: http://www.caljobs.ca.gov/vosnet/Default.aspx
- Helmets to Hardhats: https://www.helmetstohardhats.org
- America's Job Center of California: http://www.americasjobcenter.ca.gov/

PART 3 – FORMS

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

Form 00 09 12-B: LTWHP Workforce Utilization Plan for Century Regional Detention Facility Roof, Elevator and Fire Protection Deferred Maintenance Repairs

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

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

Form 00 09 12-E: Approved Jobs Coordinators List

ATTACHMENT C

Los Angeles County Major Capital Projects
Craft Request Form

Project: **Century Regional Detention Facility Roof, Elevator and Fire Protection DM Repairs (CWA)**

The County of Los Angeles' Community Workforce Agreement establishes for projects with a total budget greater than $5 million, with the exception of affordable housing projects, there shall be a *mandatory* hiring goal of at least 30% California Construction Labor Hours performed by either Tier 1 or Tier 2 Qualified Local Residents and at least 10% of California Construction Labor Hours on the project performed by those classified as a Targeted Worker. California Construction Labor Hours is defined as all craft worker hours performed on the project by California residents, excluding the hours performed off site metal fabricators, designers, project office staff, or vendors. Hours worked by a Targeted Worker who is also a Tier 1 or Tier 2 Qualified Local Resident may be applied towards the 30% goal.

C O N T R A C T O R U S E O N L Y

Please complete and fax or email this form to the applicable union to request craft workers that fulfill the hiring requirements for this project. After faxing your request, please call the Local to verify receipt and substantiate their capacity to furnish workers as specified below. Please print your Fax or Email Transmission Verification Reports and keep copies for your records.

TO:	Local Union #	
	Email	
	Fax	

CC:	**Project Labor Coordinator**	
	Email	
	Fax	

FROM:	Contractor	
	Issued by	
	Email	
	Phone	
	Fax	

UNION CRAFT WORKER REQUEST:

Craft Classification	Journeyman or Apprentice	Tier 1 & Tier 2	Targeted Workers	No. of Workers Requested
	☐ JM ☐APP	*	**	
	☐ JM ☐APP	*	**	
	☐ JM ☐APP	*	**	
	☐ JM ☐APP	*	**	
	☐ JM ☐APP	*	**	
			Total Number of Workers Requested:	

<u>In accordance with the PLA, Article 7, Referral, we are requesting the union:</u>

* Please provide workers from Tier 1. If the supply of available Tier 1 workers has been exhausted, please provide workers from Tier 2, if available.

** Please provide targeted workers, if available.

WORKER REPORTING INSTRUCTIONS:

Reporting Date:	
Reporting Time:	
Project Name:	
Project Location:	
Reporting To:	
On Site Phone:	
Special Instructions:	

ATTACHMENT C

Los Angeles County Major Capital Projects
Craft Request Form

Project: **Century Regional Detention Facility Roof, Elevator and Fire Protection DM Repairs (CWA)**

U N I O N U S E O N L Y

Please complete the "Union Use Only" section and fax or email both pages to the requesting Contractor and Project Labor Coordinator.

Date Dispatch Received:	
Dispatch Received by:	

Date Worker(s) Dispatched:							
Name:	**Helmets to Hardhats**	**JM or App**	**Tier 1 Worker? ∗**	**Tier 2 Worker? ∗**	**Zip Code**	**Targeted Worker?**	**Targeted Category∗∗**
	☐ Yes ☐ No	☐ JM ☐ APP	☐ Yes ☐ No	☐ Yes ☐ No		☐ Yes ☐ No	
	☐ Yes ☐ No	☐ JM ☐ APP	☐ Yes ☐ No	☐ Yes ☐ No		☐ Yes ☐ No	
	☐ Yes ☐ No	☐ JM ☐ APP	☐ Yes ☐ No	☐ Yes ☐ No		☐ Yes ☐ No	
	☐ Yes ☐ No	☐ JM ☐ APP	☐ Yes ☐ No	☐ Yes ☐ No		☐ Yes ☐ No	
	☐ Yes ☐ No	☐ JM ☐ APP	☐ Yes ☐ No	☐ Yes ☐ No		☐ Yes ☐ No	
	☐ Yes ☐ No	☐ JM ☐ APP	☐ Yes ☐ No	☐ Yes ☐ No		☐ Yes ☐ No	

∗ PLEASE NOTE: By marking the "No" box for either the "Tier 1 Available" or "Tier 2 Available" categories you are certifying, on behalf of the Union, that the Union has exhausted all reasonable efforts to locate and dispatch such Tier 1 or Tier 2 worker.
∗∗ Please indicate number of the Targeted Worker category (1 through 14, as shown below). You may indicate multiple categories per worker.

Tier 1:

90001	**90002**	**90003**	**90044**	**90058**	**90059**	**90061**	**90201**	**90220**	**90221**
90222	**90242**	**90247**	**90255**	**90262**	**90280**	**90723**	**90805**		

Tier 2:

90004	**90005**	**90006**	**90007**	**90008**	**90011**	**90012**	**90014**	**90015**	**90016**
90017	**90018**	**90019**	**90020**	**90021**	**90022**	**90023**	**90026**	**90028**	**90029**
90031	**90032**	**90033**	**90037**	**90038**	**90040**	**90042**	**90043**	**90047**	**90057**
90062	**90063**	**90089**	**90250**	**90270**	**90301**	**90302**	**90303**	**90304**	**90401**
90602	**90640**	**90706**	**90716**	**90731**	**90744**	**90802**	**90804**	**90806**	**90810**
90813	**91046**	**91103**	**91201**	**91203**	**91204**	**91205**	**91303**	**91331**	**91335**
91340	**91342**	**91343**	**91352**	**91401**	**91402**	**91405**	**91406**	**91411**	**91502**
91601	**91605**	**91606**	**91702**	**91706**	**91731**	**91732**	**91733**	**91744**	**91746**
91754	**91755**	**91766**	**91767**	**91768**	**91770**	**91776**	**91803**	**93243**	**93534**
93535	**93543**	**93550**	**93552**	**93553**	**93560**	**93591**	**90010**	**90034**	**90035**
90036	**90501**	**90601**	**91001**						

A **Targeted Worker** is an individual who is both a County resident and who faces **one or more** of the following barriers to employment:

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

11. Is currently an English language learner
12. Is an older individual (55+)
13. Is disabled
14. Is an individual with a low level of literacy
15. Is a Multi-Craft Core Curriculum (MC3) Program Graduate

[This form is not intended to replace a Union's Dispatch or Referral Form normally given to the employee when being dispatched to the jobsite.]

FORM 00 09 12-B - LTWHP Workforce Utilization Plan

Contractor: **All Contractors**

Workforce Utilization Plan / Projection Hours

Project Name: **Century Regional Detention Facility Roof, Elevator and Fire Protection DM Repairs** **Date:** _____

Project Duration: 640 days

	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	**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: **Century Regional Detention Facility Roof, Elevator and Fire Protection DM Repairs** **Date:** _____

Project Duration: 640 days

	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	**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: **Century Regional Detention Facility Roof, Elevator and Fire Protection DM Repairs** **Date:** _____

Project Duration: 640 days

	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	**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: **Century Regional Detention Facility Roof, Elevator and Fire Protection DM Repairs** **Date:** _____

Project Duration: 640 days

	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	**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: **Century Regional Detention Facility Roof, Elevator and Fire Protection DM Repairs** **Date:** _____

Project Duration: 640 days

	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	**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: **Century Regional Detention Facility Roof, Elevator and Fire Protection DM Repairs** **Date:** _____

Project Duration: 640 days

	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	**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 HIRE POLICY
QUALIFYING ZIP CODES

Tier 1, 2 and Qualifying Zip Codes are defined as:

Tier 1 Zip Code: A Tier 1 Qualified Local Resident is defined as a County resident whose primary residency is: (1) within five (5) miles of the proposed project site; and (2) is within a Qualifying Zip Code. If a qualifying Zip Code is partially located within the 5-mile radius, then the entire Zip Code is considered as a Tier I Zip Code, and workers living in that entire Zip Code area may qualify as Tier I hiring.

Tier 2 Zip Code: A Tier 2 Qualified Local Resident is defined as a County resident whose primary residency is: (1) within a Qualifying Zip code; and (2) that Qualifying Zip Code is beyond five (5) miles of the proposed project site.

Qualifying Zip Code: A Qualifying Zip Code is defined as a zip code within the County of Los Angeles, where either: (1) the average percentage of households living below 200 percent of the Federal Poverty Level (FPL) for that individual's primary residency's Zip Code is greater than the County average for such households; or (2) the Zip Code is one of 11 additional Zip Codes determined by the Board on September 6, 2011 to be a Zip Code where at least 30 percent of the population is living in poverty, and with an unemployment rate of at least 150 percent of the national average.

Zip Code	Region	SD1	SD2	SD3	SD4	SD5
90001	Florence / South Central (City of LA)		X		X	
90002	Watts (City of LA)		X		X	
90003	South Central (City of LA)		X			
90004	Hancock Park (City of LA)	X	X	X		
90005	Koreatown (City of LA)		X			
90006	Pico Heights (City of LA)	X	X			
90007	South Central (City of LA)	X	X			
90008	Baldwin Hills / Crenshaw (City of LA) / Leimert Park (City of LA)		X			
90010	Wilshire Blvd (City of LA)		X			
90011	South Central (City of LA)	X	X			
90012	Civic Center (City of LA) / Chinatown (City of LA)	X				
90014	Los Angeles	X				
90015	Downtown Los Angeles (City of LA)	X	X			
90016	West Adams (City of LA)		X			
90017	Los Angeles	X				
90018	Jefferson Park (City of LA)		X			
90019	Country Club Park (City of LA) / Mid City (City of LA)		X			
90020	Hancock Park (City of LA)		X			
90021	Downtown Los Angeles (City of LA)	X				
90022	East Los Angeles	X			X	
90023	East Los Angeles (City of LA)	X			X	
90026	Echo Park / Silverlake (City of LA)	X				
90028	Hollywood (City of LA)			X		X
90029	Downtown Los Angeles (City of LA)	X		X		
90031	Montecito Heights (City of LA)	X				
90032	El Sereno (City of LA) / Monterey Hills (City of LA)	X				
90033	Boyle Heights (City of LA)	X				
90034	Palms (City of LA)		X	X		
90035	West Fairfax (City of LA)		X	X		
90036	Park La Brea (City of LA)		X	X		
90037	South Central (City of LA)		X			
90038	Hollywood (City of LA)			X		

90040	Commerce, City of	X			X	
Zip Code	**Region**	**SD1**	**SD2**	**SD3**	**SD4**	**SD5**
90042	Highland Park (City of LA)	X				
90043	Hyde Park (City of LA) / View Park / Windsor Hills		X			
90044	Athens		X			
90047	South Central (City of LA)		X			
90057	Westlake (City of LA)	X				
90058	Vernon	X	X		X	
90059	Watts (City of LA) / Willowbrook		X		X	
90061	South Central (City of LA)		X			
90062	South Central (City of LA)		X			
90063	City Terrace	X				
90089	Exposition Park(City of LA)		X			
90201	Bell / Bell Gardens / Cudahy				X	
90220	Compton / Rancho Dominguez		X			
90221	East Rancho Dominguez		X		X	
90222	Compton / Rosewood / Willowbrook		X		X	
90242	Downey				X	
90247	Gardena		X			
90250	Hawthorne (Holly Park) / Lawndale (Federal Bldg)		X			
90255	Huntington Park / Walnut Park		X		X	
90262	Lynwood				X	
90270	Maywood				X	
90280	South Gate		X		X	
90301	Inglewood		X			
90302	Inglewood		X			
90303	Inglewood		X			
90304	Lennox		X			
90401	Santa Monica			X		
90501	Torrance		X		X	
90601	Whittier	X			X	
90602	Whittier	X			X	
90640	Montebello	X			X	
90706	Bellflower				X	
90716	Hawaiian Gardens				X	
90723	Paramount				X	
90731	San Pedro (City of LA) / Terminal Island (City of LA)				X	
90744	Wilmington (City of LA)		X		X	
90802	Long Beach				X	
90804	Long Beach				X	
90805	North Long Beach (Long Beach)		X		X	
90806	Long Beach				X	
90810	Carson / Long Beach		X		X	
90813	Long Beach				X	
91001	Altadena					X
91046	City of Glendale					X
91103	Pasadena					X
91201	Glendale					X
91203	Glendale					X
91204	Glendale (Tropico)					X
91205	Glendale (Tropico)					X
91303	Canoga Park (City of LA)			X		
91331	Arleta (City of LA) / Pacoima (City of LA)			X		X
91335	Reseda (City of LA)			X		
91340	San Fernando			X		

91342	Lake View Terrace (City of LA) / Sylmar (City of LA)			X		X
91343	North Hills (City of LA)			X		
91352	Sun Valley (City of LA)			X		X
Zip Code	**Region**	**SD1**	**SD2**	**SD3**	**SD4**	**SD5**
91401	Van Nuys (City of LA)			X		
91402	Panorama City (City of LA)			X		
91405	Van Nuys (City of LA)			X		
91406	Van Nuys (City of LA)			X		
91411	Van Nuys (City of LA)			X		
91502	Burbank					X
91601	North Hollywood (City of LA)					X
91605	North Hollywood			X		X
91606	North Hollywood			X		X
91702	Angeles National Forest	X				X
91706	Baldwin Park / Irwindale	X				X
91731	El Monte	X				
91732	El Monte	X				
91733	South El Monte	X				
91744	Cityof Industry / La Puente / Valinda	X				
91746	Bassett / City of Industry / La Puente	X				
91754	Monterey Park	X				
91755	Monterey Park	X				
91766	Phillips Ranch / Pomoona / Chino	X				
91767	Pomona	X				X
91768	Pomona	X				

LOCAL AND TARGETED WORKER HIRING STATUS REPORT
LOS ANGELES COUNTY

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

Project: Century Regional Detention Facility Elevator and Fire Protection DM Repairs
Supervisorial District: SD 2
Project Code: BRC0000450
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 Journeymen	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	

SAMPLE

Report Filtered By Week End Date

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. 136th 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@pacificresourcesservices.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

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SECTION 01 00 00

PROJECT GENERAL REQUIREMENTS

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of the Contract (1.02)
B. Permanent Utility Services (1.03)
C. Work not Included (1.04)
D. Drawings (1.05)
E. Time of Completion (1.06)
F. Long Lead Time Materials and Equipment (1.07)
G. Liquidated Damages (1.08)
H. Examination of Site and Work (1.09)
I. Cooperation (1.10)
J. Restrictions to the Work (1.11)
K. Cutting and Patching (1.12)
L. Air Quality Management District Rules (1.13)
M. Shop Drawings (1.14)
N. Cleaning (1.15)
O. Existing Utility Lines (1.16)
P. Protective Measures (1.17)
Q. Project Administration (1.18)
R. Best Management Practices (BMP) Requirements (1.19)
S. Work In Progress Under Other Contracts (1.20)
T. License Requirements (1.21)
U. Additional Personnel Requirements (1.22)

1.02 SCOPE OF THE CONTRACT

A. Work to be done under the Contract consists of furnishing all materials, all equipment, and performing the Work required by these Specifications and the Drawings hereinafter, described and necessary, to complete the construction of the **Century Regional Detention Facility (CRDF) Elevator, and Fire Protection Deferred Maintenance Repairs Project**.

B. The work includes but is not limited to the following: replacement of all machinery, controllers, hoistway equipment, cab finishes, and signaling systems for 8 elevators at the facility. Repair and replacement of supporting mechanical, electrical, plumbing and fire life safety systems required to support the replacement elevator systems. Repair and replacement of entire

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fire alarm system, devices, conduit, wiring, power and connectivity to call center, while the current system is operational is also a part of this project.

1.03 PERMANENT UTILITY SERVICES

The Work shall include all operations necessary to place required utility services in operating condition, including service lines from points of connection shown on Drawings, permanent meters, connections, and inspections. The work (when so scheduled) includes installation of telephone conduit, backboards, and terminal cabinets as shown, and cooperation with the serving utility company for the installation of other telephone equipment and cables. The County will arrange and pay for telephone switchboards, instruments, and cables.

All other expenses in connection with utility service installations shall be borne by the Contractor; however, upon receipt of certified cost statements, the County will reimburse Contractor for all charges made by serving companies in connection with permanent utility service installations.

Drawing notes and/or specification provisions of trade sections concerning utilities shall take precedence over the foregoing provisions.

1.04 WORK NOT INCLUDED

All items indicated on the Drawings as "N.I.C." (not in contract).

1.05 DRAWINGS

i) The Work shall conform to the Drawings entitled Century Regional Detention Facility Roof, Elevator, and Fire Protection Deferred Maintenance Repair Project, dated 09/12/2023 Bid Set by JTC Architects. Project with sheet numbers and titles as listed on Sheet No. T-2.00 of the Drawings.

ii) The work shall confirm to the technical specifications entitled Century Regional Detention Facility Roof, Elevator, and Fire Protection Deferred Maintenance Repair Project, dated 09/12/2023 Bid Set.

1.06 TIME OF COMPLETION

A. The work to be performed under the contract shall be completed within 640 calendar days, beginning with the date stipulated in the written notice to proceed issued by the Director.

B. Failure to complete the work by the identified completion date will be subject to the Liquidated Damages identified in Paragraph 1.08.

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C. Final Payment Request shall be submitted within twenty (20) days after completion of the contract work, including all punch list items.

1.07 LONG LEAD TIME MATERIALS AND EQUIPMENT

A. The Contractor shall make every effort to demand of his Subcontractors and suppliers, relative to long lead time items, that they order such items well in advance of the scheduled time of installation. Time extensions for late ordering of such materials will not be allowed.

1.08 LIQUIDATED DAMAGES

A. All time limits stated in the Contract Documents are of the essence of the Contract and should the Contractor fail to complete the work required to be done on or before the time of completion as set forth in these specifications, including any authorized extension of time, it is mutually understood and agreed by and between the awarding entity and the Contractor that the use by the public of the Contract Work will be correspondingly delayed, and that by reason thereof, the awarding entity and the public will necessarily suffer great damages; that such damages from the nature of the case will be extremely difficult and impractical to fix; and that the awarding entity and the Contractor have endeavored to fix the amount of said damages in advance as follows:

1. The sum of $1,500 a day for each day's delay in the completion of the work beyond the time limit stipulated in Paragraph 1.06.

B. It is further mutually understood and agreed by and between the awarding entity and the Contractor that the sum of liquidated damages set forth above will be additive to a total of $1,500 a day for each and every day's delay in the event that the time limits, as hereinbefore specified, are concurrently exceeded. Any authorized extensions of time will be added to the time limits stipulated.

C. The Extended Overhead Daily Rate is not applicable when it is determined that liquidated damages apply due to a Contractor's delay.

1.09 EXAMINATION OF SITE AND WORK

A. Bidders must examine the location, physical conditions, and surroundings of the proposed Work and judge for themselves the extent to which these factors will influence the performance of the Contract Work.

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B. The plans for the Work show conditions as they are supposed or believed by the Department to exist, but it is not intended, or to be inferred, that the conditions as shown thereon constitute a representation, express or implied by the County or its officers, that such conditions are actually existent, nor shall the Contractor be relieved of the liability under his Contract, nor the County, or any of its officers, be liable for any loss sustained by the Contractor as a result of any variance between conditions as shown on the plans or referred to in the Specifications and the actual conditions revealed during the progress of the Work.

C. The County will conduct an optional pre-bid conference and job walk of the project site on Thursday, September 21, 2023 and Wednesday, October 4, 2023.

i) Bidders/Attendees must complete Section 1 of the attached Short Term Application Custody Facility Clearance Application and email a color copy of the applicant's Driver's License (FRONT AND BACK) to the Contract Administrator, Simon Lee, at SimonLee@dpw.lacounty.gov by 9 a.m. on Tuesday, September 19, 2023 for first walk and Monday, October 2, 2023 for the second walk. The Contract Administrator will forward the applications and Driver's Licenses to the Los Angeles County Sheriff's Department for approval to visit Century Regional Detention Facility (CRDF). The Contract Administrator will update Bidders on their applications approval. LASD requires masks to be worn inside all custody facilities.

ii) Bidders must also complete a Confidentiality Agreement "Non-Contract"- Los Angeles County Sheriff's Department – Facilities Planning Bureau and email to the Contract Administrator, Simon Lee at SimonLee@dpw.lacounty.gov by 9 a.m. on Wednesday, September 20, 2023, for the first walk and by 9 a.m. on Tuesday, October 3, 2023. The Contract Administrator will forward to the Los Angeles County Sheriff's Department for approval to receive a link to plans, technical specifications, and other bid documents. If bidder is approved, the Contract Administrator will email the link to the bidder.

iii) Pre-Meet at 9:45 am for both meetings in front of the facility off of South Alameda Street. (See attached map) All participants will be escorted to check in at the Security Counter. Please have Driver's License or valid California picture ID.

iv) Parking: Arrive early and park in the facilities open parking area. There is a fee to park. Attendance is strongly encouraged.

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1.10 COOPERATION

In the entrance and exit of all workers and in bringing in, storing, or removing of materials and the erection and maintenance of equipment and in the manner and time of prosecuting the work, the Contractor shall cooperate with those in authority on the premises to prevent the entrance of those whose presence is forbidden or undesirable, and he shall observe all rules and regulations in force on the premises and avoid undue interference with the convenience, sanitation, and routine of County departments occupying the premises. (Exhibit 8 - CRDF Secure Facility Operations Plan conditions also apply)

1.11 RESTRICTIONS TO THE WORK (Exhibit 8 - CRDF Secure Facility Operations Plan conditions also apply)

A. The Department reserves the right to determine which of the Contractor's operations are noise, dust, or dirt producing, or which disrupt utility service, or which constitute blocking of passageways, exits, entrances, etc., or which in any way constitute an interference in the proper function of the building.

B. Contractor shall maintain clear access to all protection equipment at all times, including access to fire hydrants.

C. Control of Tools: During the progress of the work, all hand tools, including power driven hand tools, cables, ropes, and other implements shall be transported and retained, except when in use in an approved locked toolbox. Care shall be taken that no tool is left unguarded or left where it might be taken by an unauthorized person.

D. All work by the Contractor is subject to inspection at any time and without notice by the County.

E. The working hours are Monday through Friday between 7:00 a.m. to 4:00 p.m. unless otherwise specified by the County.

1.11A SECURITY CLEARANCE REQUIREMENTS

A. The Contractor’s employees, sub-contractors, and consultants must clear an onsite background check prior to entering a Los Angeles County Sheriff’s Department Facility for job walks, deliveries, installation of equipment, and/or any authorized work within the facility, as short as this respective work may be.

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B. The Contractor agrees to comply with background check processes that will be implemented for any Contractor, Subcontractor, consultants, and workers that will be continuously entering the job site as specified below.

C. Contractor to submit employee information and pass background check prior to work at an LASD facility. Failure to submit documentation or pass the background check will disqualify the worker and will not be allowed to work at an LASD facility. Reference attached background clearance applications.

D. Contractor to submit employees' information for background check which includes all documents (original and copy) requested in the "memo for contract security clearance applicants" and application form "completely filled out".

E. A background interview maybe required, the process may take several hours and is not limited to the forms mentioned above.

F. The background check process may take approximately 15-20 business days from the initial submittal of required documents and forms.

G. The unit conducting the background investigations shall notify the LASD Project Manager if the worker has passed or failed background check. LASD Project Manager shall communicate with ISD Project Manager so the information can be shared with the Contractor.

H. Background check must be completed before commencement of work. No employee will be allowed to work without passing background. If a worker fails background check the Contractor must submit as soon as possible a new worker to take their place.

I. Workers at custody/jail facilities maybe required to attend training about regulations around inmates.

J. Contractor, sub-contractors, workers, and consultants may be subjected to having their tools and vehicles searched while working at a Los Angeles County Sheriff Department Facility.

K. The Contractor agrees to employ only orderly and competent workers, skillful in the performance of the type of work required to do under this Contract 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 work and shall not again be employed on the job without the County's written consent.

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1.12 CUTTING AND PATCHING

The Contractor shall perform all cutting, patching, and finishing operations occasioned by the Work under the Contract, whether or not such operations are indicated on the Drawings or specifically mentioned in the various sections of the Specifications. All such operations shall be performed in the best practices of the various trades involved and to the satisfaction of the Department. All patching and finishing materials shall match existing adjacent surfaces in every respect, including design, type and quality of materials, finish, and color. Cutting, patching, and finishing shall include all such operations in existing areas required by the Work under the Contract.

1.13 AIR QUALITY MANAGEMENT DISTRICT RULES

The Contractor shall become familiar with requirements of the South Coast Air Quality Management District Rules 50, 66, 66.l, 66.2, 403, and 1113. The Contractor is responsible for conforming to and using materials which meet the requirements of the above-specified rules.

1.14 SHOP DRAWINGS

Furnish shop drawings as required in the various sections of the Specifications or as requested by the Department. Unless otherwise specified, submit six (6) copies of shop drawings to the Department for review. One set will be returned to Contractor marked "no exceptions noted" or "exceptions noted." If changes are required, six (6) copies of corrected shop drawings shall be delivered to the Department. Shop drawings shall be of sufficient size and scale to clearly show all details; shop drawings of millwork and cabinet work shall show molding full size. No materials shall be furnished or Work done on items requiring shop drawings prior to acceptance. Acceptance of shop drawings shall not relieve the Contractor from responsibility for deviations from the Contract Documents, nor from responsibility for errors or omissions of any sort in the shop drawings. Neither does such acceptance relieve the Contractor from his responsibility for the correct installation, or for the proper operation in service, of items requiring shop drawings.

1.15 CLEANING

During progress of Work and upon completion of each part of the Work as defined by the sections into which these Specifications are divided or as separated by the various trades involved in the Work, each area shall be cleaned of debris emanating from the Work. The Contractor shall remove excess materials, waste, rubbish, and debris, and his construction and installation equipment from the premises. Any dirt and stains caused by the Work under the Contract shall be removed from the

surfaces of the structures and from equipment and fixtures. Final acceptance of the Work done under these Specifications will not be given until the cleaning has been inspected and approved by the Department.

1.16 EXISTING UTILITY LINES

Except as indicated on the Drawings or in the Specifications, the Contractor will not be liable for the rerouting of existing active underground lines, which may be discovered during the progress of the Work.

1.17 PROTECTIVE MEASURES

The Contractor shall provide and maintain substantial and adequate protection as may be required to protect new and existing Work and all items of equipment and furnishings for the entire duration of Work.

The Contractor shall repair or make good any and all damage or loss he may cause to the building or other County property to the full satisfaction of the Department.

1.18 PROJECT ADMINISTRATION

All materials supplied and all Work done by the Contractor shall be under the general administration of the Department and in accordance with the Drawings and Specifications.

1.19 BEST MANAGEMENT PRACTICES (BMP) REQUIREMENTS

A. The Contractor shall comply with Section 01 57 00 (for projects less than one acre), Section 01 57 00 (for projects greater than one acre), the Los Angeles County Department of Public Works Construction Site Best Management Practices (BMP's) Manual, latest edition. A copy of the BMP Manual can be obtained at the Los Angeles County Department of Public Works Cashier's Office, 900 South Fremont Avenue, Alhambra, CA 91803, (626) 458-6959.

Related Work: Cleaning; Section 01 74 23.

1.20 WORK IN PROGRESS UNDER OTHER CONTRACTS

It is anticipated that the work of a developer may be concurrently in progress with the work of this contract. Refer to General Conditions articles, "Other Contracts" and Cooperation with Others."

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1.21 LICENSE REQUIREMENTS

This project requires the General contractor to possess and maintain a license classification for “A” or “B” for the project duration and a C-11 license classification for the elevator subcontractor, a C-16 license classification for Fire Protection subcontractor, a C-20 license classification for Heating, Ventilating and Air-Conditioning subcontractor

1.22 ADDITIONAL REQUIREMENTS

The Contractor shall comply with the following requirements throughout the entire duration of the project.

A. The project superintendent assigned to the project shall have a minimum of 5 years of experience in the management of elevator modernization projects in the State of California. The first, second, and third apparent lowest bidders are to submit the respective superintendent’s resume to back-up the qualification no later than seven (7) calendar days after bid opening.

B. The General Contractor and Elevator sub-contractor shall provide all necessary materials, equipment, and support for the permanent assignment of a minimum of two (2) elevator modernization crews.

C. The Contractor shall provide a total of one (1) Elevator Construction/Modernization Supervisor/Leads on-site.

D. The Contractor shall provide one (1) Elevator Maintenance Supervisor/Lead and one (1) Elevator Maintenance Mechanic, as per requirements in Exhibit 14, CRDF Elevator Interim Maintenance and Warranty Specifications.

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SECTION 01 12 16

PHASING OF THE WORK

Notes: This section is intended to describe [if the Project requires] the scope of each phase of Work, and to refer to respective sections of Specifications which cover work under each Phase. Tailor to specific project requirements.

PART 1-GENERAL

1.1 SUMMARY

A. The Century Regional Detention Facilities will remain open and operational during the Work of Deferred Maintenance Repairs. The Work must be undertaken such that the facility can maintain a safe, secure, healthy, comfortable and reasonably convenient environment for its normal operations. The Work shall be completed in Phases such that the User may occupy and use portions of the newly completed Work and vacate other portions of the facility for Builder's access prior to substantial completion of the entire project. Temporary facilities for the User's operations and other needs are required to provide a similar number and amount of amenities as currently exist. The Builder shall prepare and submit a construction phasing and sequencing plan for approval by the Professional, Project Manager, and User which minimizes the impacts of construction on normal operations in accordance with this Section and the Phasing Plans or an approved alternative plan. The Construction Phasing and Sequencing Plan shall be updated as required during the course of the Work. Updates and revisions must be submitted for approval by the Professional, the Project Manager and User.

1.2 REQUIREMENTS INCLUDED

A. Summary of Work

B. Life Safety Plans

C. Safety and Staging Plan

D. Phasing Plans

1.3 COMPLIANCE REQUIREMENTS

A. The various portions of the work shall be complete, functional and operational prior to performing work which disrupts the operations that are to be moved to the new area.

B. The scheduling requirements of the contract may include proposed alternatives to the phasing included herein, which shall be prominently indicated as deviations. Such deviations do not alter the phasing requirements except as specifically approved. Criteria for acceptance include no increase to disruptions to operations and no extension to the opening dates of the project elements.

C. Builder shall prepare and submit a construction phasing and sequencing plan for approval by the Professional, the Project Manager and User within 10 days of Award and prior to beginning the Work demolition and renovation activities.

D. Performance criteria for review and acceptance is defined in Section 1.4 below.

E. The various portions of the work shall be functional and operational prior to performing work which disrupts the operations that are to be moved to the newly completed areas.

1.4 CONSTRUCTION PHASING PERFORMANCE CRITERIA

A. Safety

1. Builder must maintain a safe environment for Occupants and Visitors to work around. Clear and protected access and egress routes shall be maintained around construction areas and activities for people, equipment, and vehicles. Provide professionally prepared temporary signage to direct people and traffic along routes not used under normal conditions.

2. Provide temporary barriers, barricades, and walls as necessary to separate construction areas and activities from Occupants and Visitors.

B. Health

1. Contractor must maintain a healthy environment for Occupants and Visitors at all times.

2. Protect the occupied areas of the facilities from dust, fumes, and other airborne pollutants. Provide separation walls between construction / renovation areas and occupied areas to protect the occupants. If permanently installed air handlers are used during construction, filtration media with a Minimum Efficiency Reporting Value (MERV) of 8 shall be used at each return air grille. Replace the filters as needed and at the conclusion of the project.

3. Protect Occupants and Visitors from excessive or harmful noise exposure.

4. Maintain occupant access and use of restroom facilities at all times during normal business hours.

5. Maintain all utility services during the utility relocation or new service work. Maintain utility services throughout the project. If a brief service interruption is required to accomplish the Work, the Professional, the Project Manager and User must be notified in advance. A coordination meeting must be held with the Professional, the Project Manager and User to review service interruption procedures prior to the service interruption.

C. Comfort

1. Provide reasonably finished spaces for use by Occupants and Visitors during the progress of the Work. Temporary construction separation walls shall be paint finished or equivalent on public sides.

2. The HVAC system improvements shall be implemented such that the occupied spaces of the building maintain comfort conditions for its occupants. The comfort conditions must be maintained during normal business hours of 7:00 AM through 4:00 PM. The temperature requirements are 72 to 77 degrees F.

3. Restrict noisy activities to hours outside of normal business hours defined as 5:00 PM to 6:00 AM unless approved sound mitigating separation is provided.

D. Convenience

1. Maintain Occupants and Visitors access to building amenities, such as vending, seating, and restroom facilities. Relocate moveable amenities as required to maintain access. Provide temporary electrical power to amenities with power requirements at temporarily relocated positions.

2. Protect the User's existing equipment during construction activities to prevent damage or contamination due to the progress of the Work.

3. Daily clean-up activities must be included in the Phasing and Sequencing Plan for Work in occupied areas performed outside normal business hours.

1.5 PROJECT PHASES

A. Phases – Refer to Elevator Phasing plan for two Crews Exhibit 9 and Fire alarm phasing plan Exhibit 12.

1. Durations – Refer to Elevator Schedule for two crews Exhibit 11 and Fire Alarm Schedule Exhibit 13 for durations.

2. Access Limitations – Coordination for access to work areas for fire alarm shall be scheduled 3 weeks in advance for the main facility to schedule timeframe for scheduled work in secure areas. Maintain all utility services and fire alarm services during the new work

3. Sequencing – Fire alarm installation of new work will be followed up by the removal of the existing fire alarm after cut over to the new system.

PART 2 PRODUCTS (Not Applicable)

PART 3. EXECUTION (Not Applicable)

END OF SECTION

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SECTION 01 14 00

ALTERATION PROJECT PROCEDURES

1.00 GENERAL

1.01 CONTRACTOR′S USE OF THE PREMISES

A. The Contractor will be restricted in the use of the site to that area designated by the County. If the allotted space is too restrictive, provide a written request to the County, identifying the amount of additional area required, the reason why the existing area is inadequate, and any incentives for the County to provide the additional space.

B. Obtain and pay for the use of additional storage or work areas if required for operations.

1.02 INTERRUPTION OF EXISTING SERVICES

A. The facility is in continuous operation.

B. If an interruption of any existing utilities and/or equipment operations to the existing building will be required provide the County a minimum of 7 days notice for minor interruption and 14 days advance notice for major interruption, obtain County′s permission and if required by the County, interrupt service only during non-business hours unless otherwise noted in the Contract Documents. Interruptions affecting areas outside the tenant improvement space constitutes a major interruption.

1.03 PROTECTION OF EXISTING IMPROVEMENTS

A. Take all precautions necessary to protect existing building, utilities and other site improvements from damage due to the work of this Project and be responsible for their restoration of any damaged property to its original condition if damage is a result of the Contractor′s construction activities.

B. Cooperate with County to sequence the work so as not to unnecessarily interfere with operation of occupied facilities. Prior to demolition or construction work, consult with County to determine a construction schedule which will permit the existing facilities to function without interruption. Thereafter, Contractor shall provide County′s Representative with a minimum of fourteen days advance notice, in writing, of anticipated portion of the Work which may, because of noise or otherwise, require advance operational planning.

C. In planning and performing the Work, make every effort to maintain all pollutants, including noise, dirt and dust levels at the absolute minimum possible.

D. Continuously maintain ingress and egress to and from existing building for purposes of fire and emergency entrance and escape, loading and delivery, and building maintenance, to the satisfaction of the County and authorities having jurisdiction.

E. Protect all utilities against interruption, damage or contamination during construction; if necessary, provide temporary utilities to maintain services continuously. Such utilities shall include, but shall not be limited to, electricity, water, gas, sewerage, telephone, data, oxygen, nitrous oxide, vacuum and compressed air.

F. Provide temporary barriers to separate occupied areas from work areas. Seal all joints to create dust-proof enclosures.

G. Limit equipment and vehicles in ingress and egress and use of service areas to the minimum essential to operations. If there is unavoidable conflict with Contractor's equipment in such areas, upon request of County, remove such equipment immediately to facilitate emergency services, and within a reasonable time, for all other services.

1.04 DAMAGE AND RESTORATION

A. Damage to existing or new work caused by equipment or other operations, whether accidental or made necessary by reason of Contract requirements, shall be restored or replaced as specified or directed by the County, at Contractor's sole expense.

B. Restoration shall be equal to the original work, and finishes shall match the appearance of, as nearly as possible, like existing adjacent work. Restoration shall be subject to acceptance by the County and shall be made as necessary at Contractor's sole expense.

C. Work not properly restored or where not capable of being restored as intended under these specifications shall be removed and replaced as directed by County, at Contractor's sole expense.

2.00 PRODUCTS

2.01 PRODUCTS FOR PATCHING AND EXTENDING WORK

A. New materials: As specified in product Sections; match existing products and work for patching and extending work.

B. Type and quality of existing products: Determine by inspection and testing products where necessary, referring to existing work as a standard.

3.00 EXECUTION

3.01 EXAMINATION

A. Verify that demolition is complete and areas are ready for installation of new work. *For Fire Alarm work, should existing system be able to remain operational as devices, conduit, and wiring are replaced; removal of old and install of new applies as described in this section. However, if new fire alarm system cannot be replaced piecemeal with old system and its components, then new system devices, conduit, and wiring shall be installed first with demolition of old system to follow.

B. If actual conditions differ from conditions shown on the Contract Documents, immediately report the differing conditions to the Director and wait for written instructions.

C. Beginning of work means acceptance of existing conditions.

3.02 PREPARATION

A. Cut, move or remove items as necessary for access to alterations and renovation work. Replace and restore at completion.

B. Remove unsuitable material not marked for salvage. Replace materials as specified for finish work.

C. Remove debris and abandoned items from area.

D. Prepare surfaces and remove surface finishes to provide for proper installation of new work and finishes.

E. Close openings in exterior surfaces to protect existing work and salvage items from weather and extremes of temperature and humidity.

3.03 INSTALLATION

A. Coordinate work of alterations and renovation to expedite completion.

B. Designated areas: Complete in all respects.

C. Remove, cut and patch work in a manner to minimize damage and to provide a means of restoring products and finishes to original condition.

D. Install products as specified in each Section.

3.04 TRANSITIONS

A. Where new work abuts or aligns with existing, perform a smooth and even transition. Patch work to match existing adjacent work in texture and appearance.

B. When finished surfaces are cut so that a smooth transition with new work is not possible, terminate existing surface along with a straight line at a natural line of division and make recommendations to Director.

3.05 REPAIR OF DAMAGED SURFACES

A. Patch or replace portions of existing surfaces which become damaged, lifted, discolored or showing other imperfections.

B. Repair substrate prior to patching finish.

3.06 FINISHES

A. Finish surfaces as specified in each Section.

B. Finish patches to produce uniform finish and texture over entire area. When finish cannot be matched, refinish entire surface to nearest intersections.

* * *

SECTION 01 22 00

UNIT PRICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

Drawings and general provisions of the Contract, including Division 1 of the Specifications Sections, apply to this Section.

The base contract shall include all the work indicated in the construction documents.

1.2 SUMMARY

This Section includes administrative and procedural requirements for unit prices.

1.3 DEFINITIONS

Unit price is an amount proposed by bidders, stated on the Bid Form, as a price per unit of measurement for materials or services added to or deducted from the Contract Sum by appropriate modification, if the estimated quantities of Work required by the Contract Documents are increased or decreased.

1.4 PROCEDURES

1. Unit prices include all necessary material, plus cost for delivery, installation, equipment, insurance, overhead, profit, and applicable taxes.

2. Unit prices shall remain in effect 6 months after Final Completion of the Project.

3. Measurement and Payment: Refer to individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.

4. Schedule: A Unit Price Schedule is included at the end of this Section. Specification Sections referenced in the Schedule contain requirements for materials described under each unit price.

PART 2 - PRODUCTS (Not available)

PART 3 - EXECUTION

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SECTION 01 23 00

ALTERNATIVES

PART 1 - GENERAL

1.01 DESCRIPTION

A. The Alternative proposals as identified on the drawings and described herein shall state the net sum to be **added to** Lump Sum Bid in the event that the Alternative proposal is included. Dollar amounts for Alternative proposals shall be inserted in the "Form of Bid".

B. If the County determines to award a contract, it shall be awarded to a responsive and responsible Bidder with the lowest bid price. If there are alternatives, the lowest bid price shall be determined by adding the lump sum bid and the price of all alternatives. This does not preclude the Board of Supervisors from selecting any combination of alternates after the lowest responsible bidder has been determined.

C. Include in the Alternative proposal all changes in cost resulting in the work of all trades affected thereby. Work shall be performed in accordance with the drawings and specifications affected unless otherwise specified.

D. Contractor shall determine to his own satisfaction the extent the work is affected by the Alternative proposals and shall make full and proper allowance therefore in the preparation of this proposal.

1.02 BID ALTERNATIVES:

1. Additive Alternate No. 1

As per the detailed scope of services described in “Exhibit 14 CRDF Elevator Interim Maintenance and Warranty Specifications”. A part of the bid documents. Contractor is to furnish all services, materials, labor, and equipment required for the facilities elevators continued operation and conduct all required elevator servicing to meet County and State operational requirements of the existing elevators during construction as follows:

As instructed in Exhibit 14, CRDF Elevator Interim Maintenance and Warranty Specifications. Provide a monthly unit price per elevator within each machine room. These services shall become effective at the start of and for

the duration of the modernization for all elevators WITHIN THE SAME ELEVATOR MACHINE ROOM. LASD/County servicing responsibilities shall start upon the last elevator in each elevator machine room is completed of its modernization work.

The following is the list of elevators(s) in the same elevator machine room:

i. West Tower 1: Elevators 8, 10, 12, 14	12 Months
ii. East Tower 2: Elevators 9, 11, 13, 15	12 Months

2. Additive Alternate No. 2

As per the detailed scope of services described in “CRDF Elevators Maintenance Spec”. A part of the bid documents. Provide a monthly unit price per machine room.

Contractor is to furnish all services, materials, labor, and equipment required for the facilities elevators continued operation and conduct all required elevator servicing to meet County and State operational requirements of the newly replaced elevators after modernization/replacement of all elevators WITHIN THE SAME ELEVATOR MACHINE ROOM and after modernization/replacement of elevators in a single machine room. These services shall run concurrently with the required 12-month warranty period.

The amount to be added to the Lump Sum Base Bid will be:

i. West Tower 1: Elevators 8, 10, 12, 14
ii. East Tower 2: Elevators 9, 11, 13, 15

* * *

SECTION 01 26 13

CONTRACTOR'S REQUEST FOR INFORMATION

PART 1 - GENERAL

1.01 SUMMARY

A. This section covers general requirements for Contractor's Requests for Information (RFI).

B. The Contractor will prepare and submit RFIs electronically unless otherwise instructed by the Director.

C. Related Sections:

1. General and Supplementary Conditions for changes in the Work.

2. Section 01 31 00: Coordination and Meetings

3. Section 01 33 00: Submittals

1.02 SUBMITTALS

A. Submit a Request for Information to the County when:

1. An unforeseen condition or constructability question occurs.

2. Questions regarding information in the Contract Documents arise.

3. Information not found in the Contract Documents is required.

B. Request such clarification either in writing at any time or at the next scheduled Project meeting. When the RFI is answered at the Project meeting, number the RFI and enter the response into the meeting minutes. County Project Manager will follow with a formal written response of the subject RFI.

1. When the urgency of the need or the complexity of the item makes clarification at the next scheduled Project meeting impractical, prepare and submit a formal written RFI to the County.

C. RFIs shall be submitted within a reasonable time frame so as not to interfere with or impede the progress of the Work. The Contractor shall make every effort to keep the number of RFIs to a minimum. If the number of RFIs becomes unwieldy, the County may require the Contractor to abandon the

RFI process and submit requests as either submittals, substitutions, or requests for change.

D. When the response to an RFI effects the cost or time duration of the project, notify the County in accordance with the General Conditions at the time of the submittal. Notification shall occur prior to commencing such work, so that the change order process can be initiated.

1. At time of the time of submittal of the RFI, notify the County to the time available before the response will cause a time or cost impact to the Project.

2. An answered RFI shall not be construed as approval to perform extra work.

E. Form of Submittal:

1. Submit legible written RFIs on a standard CSI or AIA preprinted form or other such form as approved in advance by the County. Each request shall include the following information:

a. Project name, as listed on the Contract Documents, and County Specs. Number;
b. Date;
c. RFI number;
d. Name, address, telephone and e-mail address of the Contractor;
e. Number and title of affected Specification Section(s);
f. Drawing numbers and detail numbers as appropriate;
g. Indicate if the RFI will result in a time or cost impact;
h. Clear, concise explanation of information or clarification requested;
i. Blank, lined spaces for Architect's response;
j. Signature block for County to acknowledge review of Architect's response;
k. Mark each page of each RFI attachment in the lower right corner with the RFI number;
l. Number submitted RFIs consecutively; and
m. Sign and stamp all RFI forms. RFIs from subcontractor or material suppliers shall be submitted through the Contractor. Contractor shall review all such information request prior to submitting to the County.

F. RFIs not meeting the requirements of this Section will not be answered and any consequential impact on the project shall be the sole responsibility of the Contractor. Unanswered RFIs will be returned with a stamp or notification "Not Reviewed."

G. RFI Log: Contractor shall maintain and update the log weekly and furnish to the County when requested. The log shall contain the following minimum information:

a. RFI number
b. Date submitted
c. Brief description of content or subject
d. Date answered
e. Date when response is needed for critical issues

H. Allow a minimum of five (5) working days for review and response. The response time will be increased if more information is required, when the RFI is submitted out of sequence, or if in the opinion of the County, more time is required to answer the RFI.

1.03 QUALITY ASSURANCE

1. Carefully review the Contract Documents before submitting a RFI to the County. Verify that the information requested is not indicated in the Contract Documents or cannot be determined from a careful review.

    1. The County may not answer RFIs for information that is readily available in the Contract Documents.

2. RFIs requesting clarification of coordination issues, shall include the Contractor's suggested solution as an attachment to the RFI.

    1. Such coordination issues include, but are not limited to, pipe and duct routing, clearances, specific locations of work shown diagrammatically, and similar items.

    2. Provide scale drawings or sketches indicating the proposed solution.

    3. RFIs which do not include a suggested solution will not be answered.

3. Do not use RFIs for the following:

    1. To request approval of submittals.

    2. To request approval of substitutions.

    3. To request changes to the Contract Documents and to confirm action taken by the Contractor for requested changes/substitutions to the Contract Documents.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

* * *

SECTION 01 29 73

SCHEDULE OF VALUES

PART 1 - GENERAL

1.01 DESCRIPTION

A. Submit to the Department, six (6) copies of an accurate and realistic Schedule of Values allocated to the various portions of the work, ten (10) calendar days from issuance of Notice to Proceed under the Consultant Services Agreement.

B. The Contractor will prepare and submit the Schedule of Values electronically unless otherwise instructed by the Director.

C. The Schedule of Values, unless objected to by the Department, shall become the basis for the Contractor's applications for payment.

1. Upon request by the Department, support values given with data that will substantiate their correctness.

D. Related requirements specified elsewhere.

1. Section 01 00 00, "Project General Requirements".

1.02 FORM OF SUBMITTAL

A. Type schedule on 8-1/2" x 11" white bond paper. Identify schedule with:

1. Title of project and location.

2. Specification number.

3. Name and address of Contractor.

4. Date of submission.

B. Schedule shall list the installed value of the component parts of the work in

sufficient detail to serve as a basis for computing values for progress payments during construction.

C. Use the Table of Contents of the project specifications as a basis for the format for listing component items.

1. Identify each line item with the number and title of the respective section of the specifications.

D. List sub-values of major products or operations for each line item. Additional sub-values may be requested by the Department.

E. Costs for the various portions of the work:

1. Each item shall include a directly proportional amount of the Contractor's overhead and profit.

2. For items on which progress payments will be requested, list the total installed value, including Contractor's overhead and profit.

F. A similar detailed schedule, itemizing costs and/or credits in a form satisfactory to the Department, shall accompany all quotations for changes in the work or for extra work. Refer to article entitled "Provisions for Extras" in the General Conditions of the project specifications.

G. Round off figures to nearest ten ($10) dollars wherever possible.

H. The sum of all values listed in the schedule shall equal the total contract sum.

1.03 REVIEW AND RESUBMITTAL

A. After review by the Department, revise and resubmit Schedule as required. Resubmit revised Schedule in same manner.

B. Progress payments will not be made until Schedule has been approved.

* * *

SECTION 01 29 76

PROGRESS PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.

B. Related Sections include the following:

1. Division 1 Section "Allowances" for procedural requirements governing handling and processing of allowances.
2. Division 1 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
3. Division 1 Section "Unit Prices" for administrative requirements governing use of unit prices.
4. Division 1 Section "Construction Progress Documentation" for administrative requirements governing preparation and submittal of Contractor's Construction Schedule and Submittals Schedule.

1.3 DEFINITIONS

A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.4 SCHEDULE OF VALUES

A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.Cost-loaded CPM Schedule may serve to satisfy requirements for the Schedule of Values**.**

1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:

a. Application for Payment forms with Continuation Sheets.
b. Submittals Schedule.
c. Contractor's Construction Schedule.

2. Submit the Schedule of Values to County project manager at earliest possible date but no later than 10 working days before the date scheduled for submittal of initial Applications for Payment.
3. Subschedules: Where the Work is separated into phases requiring separately phased payments, provide subschedules showing values correlated with each phase of payment.

B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide the required number of line items that describe the work for each Specification Section.

1. Identification: Include the following Project identification on the Schedule of Values:

   a. Project name and location.
   b. County's Project ID number, CP number and Spec number.
   c. Name of Architect.
   d. Contractor's name and address.
   e. Date of submittal.

2. Submit draft of Application for Payment.

3. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:

   a. Related Specification Section or Division.
   b. Description of the Work.
   c. Name of subcontractor.
   d. Name of manufacturer or fabricator.
   e. Name of supplier.
   f. Change Orders (numbers) that affect value.
   g. Dollar value.

      1) Percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.

4. Provide a breakdown of the Contract Sum for the Base bid scope and approved Additive Alternates #'s 1 and 2 in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate.[**Include separate line items under required principal subcontracts for operation and maintenance manuals, punch list activities, Project Record Documents, and demonstration and training in the amount of 5 percent of the Contract Sum.**]
5. Round amounts to nearest whole dollar; total shall equal the Contract Sum.

6. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.

    a. Differentiate between items stored on-site and items stored off-site. If specified, include evidence of insurance or bonded warehousing.

7. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
8. Allowances: Provide a separate line item in the Schedule of Values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
9. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.

    a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.

10. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.5 APPLICATIONS FOR PAYMENT

A. Each Application for Payment shall be consistent with previous applications and payments as certified by Construction Manager/County Project Manager and paid for by Owner.

    1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.

B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement.

C. Payment Application Times: Progress payments shall be submitted to the County Project Manager no sooner than the end of the first week of the month. The period covered by each Application for Payment is one month, ending on the last day of the previous month.

D. Payment Application Forms: Use Sample Attachment Application for Payment, 01 29 76 Attachment Sample Application and Cert for Payment as format for Applications for Payment.

E. Payment Application Forms: Use forms provided by Owner for Applications for Payment. Sample copies are included at end of this Section.

F. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. County Project manager will return incomplete applications without action.

1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.

G. Transmittal: Submit (1)-One signed and notarized original and electronic copies of each Application for Payment to Construction Manager/County Project Manager by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.

1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.

H. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from every entity who is lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.

1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
2. When an application shows completion of an item, submit final or full waivers.
3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
4. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.

I. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's liens from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.

1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
2. When an application shows completion of an item, submit final or full waivers.
3. Owner reserves the right to designate which entities involved in the Work must submit waivers.

4. Submit final Application for Payment with or preceded by final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
5. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.

J. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:

1. List of subcontractors.
2. Schedule of Values.
3. Contractor's Construction Schedule (preliminary if not final).
4. Products list.
5. Schedule of unit prices.
6. Submittals Schedule (preliminary if not final).
7. List of Contractor's staff assignments.
8. List of Contractor's principal consultants.
9. Copies of building permits.
10. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
11. Initial progress report.
12. Report of preconstruction conference.
13. Certificates of insurance and insurance policies.
14. Performance and payment bonds.
15. Data needed to acquire Owner's insurance.
16. Initial settlement survey and damage report if required.

K. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.

1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

L. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:

1. Evidence of completion of Project closeout requirements.

2. Record Drawings. (Contractor Red Lines)

3. O&M Manuals (Digital and hard copies)

4. County Service Technicians required training.
5. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
6. Updated final statement, accounting for final changes to the Contract Sum.
7. "Contractor's Affidavit of Payment of Debts and Claims."
8. "Contractor's Affidavit of Release of Liens."
9. "Consent of Surety to Final Payment."
10. Evidence that claims have been settled.
11. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
12. Final, liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

SAMPLE APPLICATION AND CERTIFICATE FOR PAYMENT ATTACHED.

* * *

SAMPLE

APPLICATION AND CERTICATE FOR PAYMENT

TO: LACDPW - PROJECT MANAGEMENT DIVISION II
PUBLIC WORKS HEADQUARTERS BLDG.
900 SOUTH FREMONT AVENUE, 5TH FLOOR
ALHAMBRA, CA 91803

Project:
Contract No:
CP No.:

Application No: #REF!
Invoice No: #REF!
Period To: #REF!

From: Contractor

Project No: #REF!
Invoice Date: #REF!
Contract Date: #REF!

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment as, shown below, in connection with the contract.
Continuation sheet is attached.

1 ORIGINAL CONTRACT SUM $ -
2 Net change by Change Orders $ -
3 CONTRACT SUM TO DATE $ -
4 TOTAL COMPLETED & STORED TO DATE $ -
(Column G on Continuation Sheet)
5 RETAINAGE
a 0.00% of Completed Work $ -
(Column D+E on Continuation Sheet)
b 0.00% of Stored Material $ -
(Column F on Continuation Sheet)
Total Retainage (Line 5a+5b or Total in Column I on Continuation Sheet) $ -
6 TOTAL EARNED LESS RETAINAGE $ -
(Line 4 less Line 5 Total)
7 LESS PREVIOUS CERTIFICATES FROM PAYMENT
(Line 6 from prior Certificate)
8 CURRENT PAYMENT DUE $ -
9 BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Previously approved Change Orders	$ -	$ -
Change Orders approved this period	$ -	$ -
TOTALS	$ -	$ -
Net Change Order Total	$ -	

To the best of my knowledge and belief, I certify that all items, units, quantities, and prices of work shown on this application for payment are corrects; that all the work has been performed and material supplied in full accordance with the terms and conditions of this Contract on this projects; that this application for payment is a true and correct statement of the contract account up to and including the last day of period covered by this application and that no part 'Current Payment Due' has been received.

CONTRACTOR:
BY: _____ Date: _____

CERTIFIED AND APPROVED AS PER TERMS OF CONTRACT

To the best of my knowledge and belief, I certify that this application for payment does not exceed (_%) of the value of the work completed since the previous application for payment, if any plus (_%) of the value acceptable or stored materials for incorporation into work, but not installed, if any.

I further certify that this application for payment covers full payment for work completed since the previous application for payment and that any payment for prefabricated stored materials does not exceed (_%) of the value of the materials.

AMOUNT CERTIFIED..... $ -

BY: _____ Date: _____
Inspector

BY: _____ Date: _____
Architect/Engineer

BY: _____ Date: _____
County Project Manager

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptable of payment are without prejudice to any rights of the Owner or Contractor under this Contract except as set forth in the Contract.

SAMPLE

AIA® Document G703™ – 1992

Continuation Sheet

AIA Document G702™–1992, Application and Certificate for Payment, or G732™–2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
In tabulations below, amounts are in US dollars.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:
APPLICATION DATE:
PERIOD TO:
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION *(D + E)*	THIS PERIOD	MATERIALS PRESENTLY STORED *(Not in D or E)*	TOTAL COMPLETED AND STORED TO DATE *(D+E+F)*	% *(G ÷ C)*	BALANCE TO FINISH *(C – G)*	RETAINAGE *(If variable rate)*
	GRAND TOTAL								

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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101210ACD44

Sample

SECTION 01 31 00

COORDINATION AND MEETINGS

PART 1 – GENERAL

1.01 SECTION INCLUDES:

A. Coordination
B. Preconstruction Meeting
C. Progress Meetings
D. Preinstallation Meetings

1.02 COORDINATION

A. Coordinate scheduling, submittals, and work of the various Sections of the Project Manual to assure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later and for accommodating items to be installed by the County.

B. Coordinate sequence of work to accommodate County occupancy as specified in Section 01 00 00.

1.03 PRECONSTRUCTION MEETING

A. Construction Manager/County Project Manager will schedule a meeting after Notice of Award.

B. Attendance Required: Architect, Engineers, Project Coordinator, Prime Contractors, Major Subcontractors, Project Inspector and key LASD and other County personnel.

C. Agenda:

1. Contract Agreement

a. Transmit Performance and Material Bonds to County Business Relations & Contracts Division.
b. Review General/Supplementary Conditions
c. Deferred Approvals

2. Receive documentation from Contractor

a. Construction Schedule
b. Schedule of Values

c. List of Subcontractors with Addresses and Phone Numbers
d. List of Submittals and Estimated Date of Submittal

3. Project Administration

a. Application for Payment, Project Schedule, Lien Release, As-built Documents, Contract Administration
b. Change Orders and Proposal Requests
c. Submittals and Substitutions, Deferred Approvals
d. Site Meetings
e. Testing Lab
f. Verified Reports

4. Special County Conditions

a. Temporary Facilities
b. County Occupancy
c. Work by County
d. Access to Site – County Contract

5. Construction Process

a. Contractor to give Overview of Construction
b. Contractor to identify items to be selected by Architect/County and date selections must be made.
c. Contractor to review special requirements for equipment, safety, and noise.

6. Project Close-Out

a. Close-out Binder
b. As-Built Documents
c. Final Verified Reports

D. Architect or County Project Manager to record minutes and distribute copies within three days after meeting to participants, Architect and those affected by decisions made.

1.05 PROGRESS MEETINGS

A. Schedule and administer meetings throughout progress of the work as needed.

B. Make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.

C. Attendance Required: Project Contractor Coordinator, Prime Contractors, major Subcontractors and suppliers, Project Inspector, key County personnel and Architect as appropriate to agenda topics for each meeting.

D. Agenda

1. Review Minutes of Previous Meetings
2. Workforce Safety and OSHA topics.
3. County LWTP policy project compliance status.
4. Workforce security clearances report.
5. Review of Work Progress
6. Field Observations, Problems, and Decisions
7. Identification of problems which impede planned progress.
8. Review of Submittals Schedule/logs and Status of RFI's.
9. Review of Off-site Fabrication and Delivery Schedules
10. Maintenance of Progress Schedule
11. Corrective Measures to Regain Project Schedules
12. Planned Progress During Succeeding Work Period including a 3-week look ahead schedule
13. Coordination of Projected Progress
14. Maintenance of Quality and Work Standards.
15. Effect of Proposed Changes on Progress Schedule and Coordination
16. Other Business Relating to Work

E. Architect or County Project Manager to record minutes and distribute copies within three days after meeting to participants, Architect, and those affected by decisions made.

1.06 PREINSTALLATION MEETING

A. When required, convene a preinstallation meeting prior to commencing the Work.

B. Require attendance of parties directly affecting, or affected by the work.

C. Notify County Project Manager four days in advance of meeting date.

D. Prepare agenda and preside at meeting:

1. Review conditions of installation, preparation and installation procedures.

2. Review coordination with related work.

E. Contractor to record minutes and distribute copies within three days to participants, Architect and those affected by decisions made.

1.07 COORDINATION OF SUBMITTALS

A. Schedule and coordinate submittals specified in Section 01 33 00.

B. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.

C. Coordinate request for substitutions to assure compatibility of space, of operating elements, and effect on work of other sections.

1.08 COORDINATION OF SPACE

A. Coordinate use of project space and sequence of installation of mechanical and electrical work which is indicated diagrammatically on drawings. Follow routings shown for pipes, ducts, and conduits as closely as practical, with due allowance for available physical space; make runs parallel with lines of building. Utilize space efficiently to maximum accessibility for other installations, for maintenance and for repairs.

B. In finished areas, except as otherwise shown, conceal pipes, ducts, and wiring in the construction. Coordinate locations of fixtures and outlets with finish elements.

1.09 COORDINATION WITH WORK BY COUNTY

A. Coordinate any work by County.

1.10 COORDINATION OF CONTRACT CLOSE-OUT

A. Coordinate completion and cleanup of work of separate sections in preparation for Substantial Completion.

B. After County occupancy of premises, coordinate access to site by various sections for correction of defective work and work not in accordance with Contract Documents to minimize disruption of County's activities.

C. Assemble and coordinate close-out submittals specified in Section 01 77 00.

PART 2 – PRODUCTS

Not used.

PART 3 – EXECUTION

Not used.

* * * * *

SECTION 01 32 00

CONSTRUCTION SCHEDULES

Critical Path Method Schedule Integration System

1. GENERAL

DESCRIPTION – The work specified in this section consists of developing and maintaining a Critical Path Method (CPM) schedule integration system for the contract. Planning, scheduling, management, and execution of work in accordance with contract documents are the sole responsibility of the Contractor.

1.1 Related General Conditions/General Requirements Articles, and Specifications Sections

a.	General Conditions Articles	12.A, 12.B, 12.C
b.	General Conditions Articles	14
c.	General Conditions Articles	15.B.e.3
d.	General Requirements Articles	1.02
e.	General Requirements Articles	1.06
f.	Exhibits	9, 11, 12, 13

1.2 Generate a CPM schedule integration system using commercially available CPM scheduling software program containing direct file interchange capability with the software program used by the Los Angeles County Department of Public Works. The Los Angeles County Public Works uses the Primavera software program, Oracle Primavera P6 version 8.1 or earlier version.

1.3 For scheduling submittals produce Precedence Diagram Method (PDM) and time scaled network diagram submittals on D-Size (22-inch by 34-inch) or E-Size (34-inch by 44-inch) medium suitable for reproduction. Print schedule submittal tabulated reports on A-Size (11-inch by 17-inch) paper. For scheduling submittals, the Contractor shall include backup diskettes. The backup diskettes shall be made directly from the CPM scheduling software and shall contain all files of the project that can be restored by the County for its evaluation and analysis.

1.4 Contract milestone dates, County furnished goods, availability dates, and real estate availability dates, are unique zero duration activities as a “start no earlier than” or “finish no later than” milestone. Each milestone activity will constrain its dependent

work. Assume Notice to Proceed (NTP) is given at day zero for calculation of constraint dates for milestones.

1.5 Float is not for exclusive use or benefit of either the County or Contractor but is an expiring resource available to both parties on a nondiscriminatory basis. Float is used by either party, as needed to meet contract milestones and contract completion dates. Contract time extensions for contract performance will be granted only to extent that delays or disruptions to affected work paths exceed total float along those paths of current contract schedule (update schedule) in effect at time of delay or disruption. These delays or disruptions must also cause end date of work to exceed current contract date or milestone date and be beyond control and without fault or negligence of Contractor or any subcontractor at any tier. If delays or disruptions impact an already negative float path, Contractor will not receive a time extension unless and until activity with highest float is driven even further negative.

1.6 Use of float suppression techniques such as preferential sequencing or logic, special lead/lag logic restraints, and extended activity times or durations should be submitted with written justification to obtain the County's acceptance. Use of float time disclosed or implied by use of alternate float suppression techniques shall be shared to proportionate benefit of the County and Contractor. Use of any technique solely for purposes of suppressing float will be cause for rejection of schedule submittal.

1.7 Planning units – Scheduling software supports schedule Planning Units of hours, days, weeks or months. The standard time unit applied to the schedule integration system is defined as days.

1.8 Schedule network – Use Retained Logic CPM Precedence Diagram Method of scheduling.

1.9 Analyze in detail, activities included in contract schedule to determine activity time durations in units of working days. Base durations on engineering and design resources, drawing production, submittal review periods, procurement lead time and duration, manufacturing times, labor (crafts), equipment, and materials required to perform each activity on a normal workday basis. No on-site activity shall have a duration over 10 working days except non-construction activities such as submittals, submittal reviews, procurement and delivery of materials or equipment, and concrete curing.

2. PRODUCTS

SUBMITTALS – Submit one original pdf file and an electronic p6 file of the schedule unless specified otherwise. Provide submittals specified in this section to the County for review and acceptance.

2.1 Baseline CPM Contract Schedule

Provide the County with a means to monitor and follow progress of all phases of work, with contractually specified interim milestones and completion dates, and with constraints, restraints or sequences included in the contract. Degree of schedule detail required shall include factors to the satisfaction of the County, including but not limited to the following:

2.1.1 Master list of submittals and all other requirement as referenced in Section 01 33 00 Submittals.

2.1.2 Contract interim milestones and contract completion date, substantial completion dates, constraints, restraints, sequence of work indicated.

2.1.3 Type of work to be performed, sequences, and labor trades involved.

2.1.4 Purchases, manufacture, tests, delivery, and installation activities for major materials and equipment.

2.1.5 Deliveries of County furnished goods and/or materials in accordance with dates or schedule windows of such times set forth in the contract or furnished by the County.

2.1.6 Preparation, submittal, and acceptance of shop and/or working drawings and material samples showing a 30-day minimum time specified for the County and third party reviews of normal or routine submittals, so identified in the specifications, and the same time frame shall be allowed for at least one re-submittal or submittals so identified in the contract documents.

2.1.7 Approvals and permits required by regulatory agencies or other third parties.

2.1.8 Schedules for subcontract work.

2.1.9 Assignment of responsibility for performing specific activities.

2.1.10 Access and availability to work areas.

2.1.11 Identification of interfaces and dependencies with preceding, concurrent and follow-on construction or contractors and utilities.

2.1.12 Actual tests, submissions of test reports, and acceptance of test results.

2.1.13 Start up, testing, training, and assistance required under the contract.

2.1.14 Planning for phased or total takeover by the County.

2.1.15 Punch-list and final clean up.

2.1.16 Identification of construction restrictions as well as any activity requiring unusual shift work, such as two shifts, six day weeks, specified overtime, or work at times other than a standard work day.

2.2 The schedule of values shall be prepared and submitted together with the construction schedule.

2.3 Failure to meet these requirements may result in a determination and recommendation that the Board of Supervisors determine that the successful bidder as non-responsible because such failure reflects the bidder's ability to manage the work.

3. Current CPM Contract Schedule Updates

3.1 Initially, upon approval of the baseline CPM contract schedule, establish the current CPM contract schedule from the baseline CPM contract schedule. Thereafter, update the current contract schedule monthly with data date designated by the County. Use updated current contract schedule for subsequent planning, scheduling, and execution of work to be accomplished. Obtain County prior acceptance before making deviations in logic and activity durations in the current CPM contract schedule.

3.2 Participate with the County in periodic meetings, at least monthly, on dates directed by the County and seven days prior to monthly status. At meeting held seven days prior to the data date, provide preliminary updated current CPM contract schedule that forecasts

project status on the data date and contains actual start and actual finish dates for activities in progress or completed, remaining durations of activities already in progress, percent completed, logic changes, new or deleted activities, and new change order/modifications.

3.3 Submit a stand alone portion of the network (fragnet), if current progress reflects negative float of minus 10 days or more for a milestone activity, as indicated by most recent CPM contract schedule, allowed by contract as amended by approved change orders/modifications. Show activities affected, date delay or disruption occurred or how productivity was impacted, and unmitigated impacts to schedule caused delay or disruption. Submit similar fragnet showing Contractor's plan to mitigate delay or disruption and subsequent impacts to schedule at the County's request. Provide written narrative describing circumstances that caused delay or disruption and methodology used to determine extent of delay or disruption. Submission of such fragnets does not constitute permission to proceed with plan. Execute some or all of the following remedial actions, and submit a recovery schedule that may include:

3.3.1 Increase construction manpower in such quantities and crafts as necessary to eliminate the backlog of work.

3.3.2 Increase the number of working hours per shift, shifts per working day, working days per week, the amount of construction equipment, or combination of the foregoing to eliminate the backlog of work.

3.3.3 Reschedule the work in conformance with the specifications requirements.

4. Before implementing any of the above actions, notify and obtain acceptance from the County. If such actions are accepted, incorporate current CPM contract schedule revisions before next update.

5. Addition of equipment or construction forces, increasing working hours or other methods, manner, or procedure to return to contractually required completion date will not be considered justification for a change order/modification, nor be treated as acceleration where the need for a recovery schedule has been caused by the Contractor and/or its subcontractors or suppliers at any tier.

6. When the Contractor experiences change order/modifications or delays and a time extension is requested, submit to the County a written time impact analysis illustrating the influence of each change or delay on

current contract schedule completion date utilizing current CPM contract schedule. Include in each time impact analysis a fragnet demonstrating how the Contractor proposes to incorporate the change order/modification or delay into the current CPM contract schedule. The fragnet shall contain a sequence of new and/or activity revisions that are proposed to be added to the current CPM contract schedule in effect at the time change or delay is encountered to demonstrate influence of delay and method of incorporating the delay and its impact into the schedule as they are encountered.

6.1 Each time impact analysis shall demonstrate estimated time impact based on events of delay, date of change order/modifications, proceed order, or unilateral change order/modification given to the Contractor, status of construction at that point in time, and event time computation of activities affected by change or delay. Event times used in analysis shall be those included in latest version of the current CPM contract schedule, in effect at time change or delay was encountered.

6.2 Submit each time impact analysis in triplicate, within ten days after a delay occurs. If the Contractor does not submit a time impact analysis for a specific change order/modification or delay within specified period of time, the Contractor will be deemed to have irrevocably waived rights to additional time and cost.

6.3 Because float time within current CPM contract schedule is jointly owned, it is acknowledged and agreed by the Contractor that the County caused delays on the project may be offset by County caused time savings (including, but not limited to: critical path submittals returned in less time than allowed for the contract, acceptance of substitution requests which result in a savings of time along the critical path for the Contractor, etc.). In such an event, the Contractor will not be entitled to receive an extension of time or delay damages until the County caused time savings are exceeded and contract completion data also exceeded.

6.4 The County will accept or reject each time impact analysis. Upon acceptance, a copy of a time impact analysis signed by the County will be returned to the Contractor for incorporation into the schedule.

6.5 Upon mutual agreement by both parties, incorporate fragnets illustrating the influence of change orders/modifications and delays into the current CPM contract schedule during first update after agreement is reached.

6.6 In the event the Contractor does not agree with the decision of the County regarding impact of a change or delay, the County's determination shall govern.

7. The Contractor shall resolve out-of-sequence progress, if any, to provide the actual construction sequence to calculate the current critical path(s) and identify any deviations of interim milestones and/or project completion.

8. As-built schedule – Submit as-built schedule covering work performed under the Contract within 30 days after final completion. As-built schedule – Certified by a planner/scheduler and Contractor's project manager as being the manner in which Contract was executed. Submittal and acceptance of the schedule will be a condition precedent to reduction/release of retainage at the end of the contract.

9. Schedule reviews – The County will review and respond to scheduling submittals within 14 days after submittal, unless a different review period is specified in this section. Submit a revised schedule within seven days after receipt of the County's response if the County requires changes or additional information.

10. Early completion schedule – If the schedule duration proposed by the Contractor is less than the completion date in the NTP, the proposed schedule will not nullify the Contractor's right to the NTP duration. The Contractor agrees that in the event a proposed early completion schedule (or any subsequent update) which is found to be acceptable by the County, indicating a duration which is less than time allowed by Contract for completion of work or of interim milestone, Contract completion time shall only be shortened by a change order/modification to equal Contractor's proposed baseline CPM contract schedule duration.

    If the schedule duration proposed by the Contractor is less than the completion date in the NTP, the proposed schedule will not nullify the Contractor's right to the NTP duration.

11. Three week rolling bar chart schedule – Once a week, on a day mutually agreed to by the County and the Contractor, a meeting will be held to assess the progress achieved by the Contractor during previous work week. Submit a project schedule listing activities completed and in progress for the previous week and the activities scheduled for the succeeding two weeks based on the current CPM contract schedule. The three week rolling bar chart schedule shall be provided from the current CPM contract schedule and include all activities scheduled including: activity ID, description, early start and early finish, total float, original duration, remaining duration, percent complete, performance of the activity, and pertinent remarks as to activity status. The schedule shall be

submitted to the County before the weekly meeting for review. Submit copies of schedule on 11-inch by 17-inch paper.

12. Monthly Updated Current Contract Schedule

    15. One computer generated backup copy of monthly updated current CPM contract schedule file.

    b. Written narrative for updated current CPM contract schedule.

13. Fragnets

    15. One computer generated backup copy of fragnet files.

    b. Written narrative of fragnet assumptions.

14. Contract Time Scaled Network Diagrams – Submit computer generated time-scaled network diagram entitled "Current Time Scaled Network Diagram" with submittal of items referenced below.

    15. Submit with initial early work schedule submittal.

    b. Submit every month with updated current CPM contract schedule.

15. Written Narrative Reports – Include a stand alone narrative of sufficient detail to explain basis of Contractor's submittal with each schedule submittal.

    15.1 CPM Contract Schedule Submittals – Explain determination of activity durations and describe Contractor's approach for meeting required interim and final completion milestone dates, as specified in the Contract. Include as a minimum basis and assumptions used in preparing the submittal, including crew sizes, equipment requirements, and anticipated delivery dates; restraints; critical path activities; production rates; activities requiring overtime or additional shifts; activities that contain time contingencies for impacts to be expected from normal rainfall; holidays and other non-work days; potential problem areas; permits; coordination required with the County; utilities and other parties; and long lead delivery items requiring more than 30 days from order to delivery. Identify work items that may be expedited by use of overtime or additional shifts. Identify and explain sequencing and other constraints such as manpower, material, and equipment. Include listing of holidays and special non-work days.

    15.2 Current CPM Contract Schedule Submittals – State in narrative, work actually completed and reflect progress along critical path in

terms of days ahead of or behind allowable dates. Specific requirements of narrative are as follows:

15.2.1 If updated current CPM contract schedule indicates an actual or potential delay to contract completion date or interim milestone dates as specified under the contract documents or modified by change order/modification, identify causes of delays, disruptions and interruptions and provide explanation of work affected and proposed corrective action to meet milestone dates involved or to mitigate potential delays or disruptions. Document and log in a matrix format, activities with non-mitigated negative float until the negative float is mitigated. Identify deviations from previous month's critical path. The matrix will include applicable activity number, description, planned start and finish dates, current start and finish dates, and float quantity.

15.2.2 Identify by activity number and description, activities in progress and which activities are scheduled to complete during the next period.

15.2.3 Identify by activity number and description, activities to be started during the month following the report period. Show Contractor's forecast early and late start, and finish dates.

15.2.4 Discuss added change order/modification work items.

3. EXECUTION

3.1 Baseline CPM Contract Schedule

3.1.1 Provide Contractor's detailed activities and sequencing for work included in the contract. Assign unique activity identification for each detailed activity.

3.1.2 Indicate Contractor's best estimate for original durations, early dates, late dates, logic ties, constraint dates, and total float. Schedule activities in the sequence which Contractor intends to perform work.

3.1.3 Include following activity sequence for major material and equipment procurement:

3.1.3.1 Submittal preparation; review for acceptance; and fabricate/deliver – Divide procurement items that may contain multiple submittals occurring at different time

intervals into separate sequences that can be tracked on individual basis. Include a maximum original duration of 20 working days for re-review. Resubmittal activities shall contain submittal preparation activities for other material and equipment procurement (non-major) to schedule.

3.1.4 Baseline CPM contract schedule activity requirement are as follows:

3.1.4.1 Activity descriptions – Briefly convey scope and location of work indicated.

3.1.4.2 Activities – Discrete items of work accomplished under contract that provide measurable and recognizable parts of work.

3.1.4.3 Include as contract deliverables, submittal and approval of permit applications and variances, samples of materials, shop drawings, working drawings, inspection and test plans, safety and security plans, and site traffic control plans. Include activities of the County that may affect progress as well as those of affected utility companies and other similarly involved third parties. Include activities in the baseline CPM contract schedule as stipulated in general requirements.

3.1.4.4 Work activities – Show duration in work days.

3.1.4.5 Work activities – Durations of 10 working days or less except for non-construction activities such as procurement of materials, or fabrication of equipment. Should a work activity require more than 10 working days, subdivide work activity to define appropriate work items.

3.1.4.6 Critical path is defined as the sequence(s) of activities with the least amount of float.

3.1.4.7 Failure to include any element of work required for performance of the contract in baseline CPM contract schedule will not excuse Contractor from completing work required to achieve milestone completion, notwithstanding acceptance of baseline CPM contract schedule submittals.

Activities that are susceptible to weather delays caused by rain shall contain time contingencies for those potential delays. The time contingencies shall be described in the appropriate activity log windows of scheduling software. In scheduling the work, Contractor shall plan for normal rainfall (including its subsequent effects on days following extremely heavy rain).

3.2 Baseline CPM Contract Schedule Changes

When commencing new work associated with a change order/modification, incorporate work into the current baseline CPM contract schedule submittal as new activities after discussion with the County concerning how changes will be placed into the revised baseline CPM contract schedule. After an official change order/modification has been issued for work, add it to the schedule.

3.3 Fragnets

3.3.1 Submit revised current CPM contract schedule within 14 days of request. If Contractor falls behind in prosecution of work, as indicated by negative critical path, or submittal of current CPM contract schedule no longer appears to represent actual prosecution of work.

3.3.2 Properly connect to and constrain by, previously existing predecessor and successor activities, as applicable, activities of revised portion(s) of schedule. Band impacted activities in separate networks (fragnets); indicating specific delay or impact issues and submit to the County for review. Combine approved fragnets into current CPM contract schedule.

3.3.3 Time extensions will be granted only to the extent that equitable time adjustments for activity or activities affected exceed total or remaining float along critical path of activities at time of actual delay, or at time a change order/modification was issued. Float or slack time is not for the exclusive use or benefit of the Contractor but is an expiring resource available to all parties as needed to meet contract milestones and contract completion date. Time extensions will not be granted nor delay damages paid until delay occurs:

3.3.3.1 Which is beyond the control and without the fault or negligence of the Contractor and its subcontractors or suppliers, at any tier; and

3.3.3.2 Which extends actual performance of work beyond applicable current Contract completion date and most

recent date predicted for completion of project on approved schedule update, current as of time of the delay or as of time of issuance of a change order/modification.

3.4 Submittal of Schedule

3.4.1 Contractor shall submit the construction schedule within ten (10) calendar days, per Section 00 01 00, Paragraph 1.14e, after receipt of the Notice to Proceed (NTP) on hard copies and CD that is compatible with P6. The Contractor shall provide to the County for review four (4) copies of the construction schedule indicating the sequence of operations, description of the work, calendar definition and duration showing entire job performed within the specified contract time.

3.4.2 If the schedule duration proposed by the Contractor is less than the completion date in the NTP, the proposed schedule will not nullify the Contractor's right to the NTP duration.

3.4.3 The County shall review the Contractor's construction schedule. The Contractor shall incorporate all the revisions requested by the County and submit the final schedule within seven (7) calendar days of its receipt from the County.

3.4.4 The schedule of values shall be prepared and submitted together with the construction schedule.

3.4.5 Failure to meet these requirements may result in a determination and recommendation that the Board of Supervisors determine that the successful bidder as non-responsible because such failure reflects the bidder's ability to manage the work.

3.4.6 The schedule shall be revised at no additional cost to the County and resubmitted for review when:

3.4.6.1 Changes to contract affect contract completion time.

3.4.6.2 "Slippage" occurs because of procurement delays, rain, strikes and other delays.

3.4.6.3 Any activities are modified from previous submittal.

3.4.6.4 Delay on initial non-critical items is of such magnitude as to change the critical path.

3.5 Responsibility for Completion

The Contractor shall furnish sufficient forces, offices, facilities and equipment, and shall work such hours including night shift and overtime operations, as necessary to ensue the prosecution of the work in accordance with the current monthly construction schedule update. If, in the opinion of the County, the Contractor falls behind in meeting the construction schedule as presented in the current monthly schedule update, the Contractor shall take such steps as may be necessary to improve its progress, and the County may require it to increase the hours of work, the number of shifts, overtime operations and/or the amount of construction plant and equipment without additional cost to the County.

END OF SECTION

SECTION 01 32 33

PHOTOGRAPHIC DOCUMENTATION

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

A. This Section includes administrative and procedural requirements for the following:

1. Preconstruction photographs.

2. Periodic construction photographs.

B. Related Sections include the following:

1. Division 1 Section, Submittal Procedures, for submitting photographic documentation.

2. Division 1 Section, Closeout Procedures, for submitting digital media as Project Record Documents at project closeout.

PART 2 – PRODUCTS

2.01 PHOTOGRAPHIC MEDIA

A. Digital Images: Provide images in uncompressed TIFF format, produced by a digital camera with minimum sensor size of 4.0 megapixels, and at an image resolution of not less than 1024 by 768 pixels.

PART 3 – EXECUTION

3.01 CONSTRUCTION PHOTOGRAPHS

A. General: Take photographs using the maximum range of depth of field, and that are in focus, to clearly show the work. Photographs with blurry or out-of-focus areas will not be accepted.

1. Maintain key plan with each set of construction photographs that identifies each photographic location.

B. Digital Images: Submit digital images exactly as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.

1. Date and Time: Include date and time in file name for each image.

2. Field Office Images: Maintain one set of images on CD-ROM in the field office at project site, available at all times for reference. Identify images same as for those submitted to Architect and Construction Manager.

C. Preconstruction Photographs: Before commencement of demolition, or commencement of construction, take digital photographs of project site and surrounding properties, including existing items to remain during construction, from different vantage points.

D. Periodic Construction Photographs: Take digital photographs weekly, with the cutoff date associated with each Application for Payment. Select vantage points to show status of construction and progress since last photographs were taken.

E. Architect or County Construction Manager/Project Manager Directed Construction Photographs: From time to time, Architect or County Construction Manager/Project Manager may instruct photographer about number and frequency of photographs and subject, general directions or vantage points for photographs. Select actual vantage points and take photographs to show the status of construction and progress since last photographs were taken.

END OF SECTION

SECTION 01 33 00

SUBMITTALS

PART 1 – GENERAL

1.01 SECTION INCLUDES

A. Submittal Procedures
B. Construction Progress Schedules
C. Shop Drawings
D. Product Data
E. Samples
F. Manufacturers' Instructions
G. Manufacturers' Certificates
H. Coordinated Drawings
I. Request for Information
J. Contractor's Photographs

1.02 SUBMITTALS LIST AND SCHEDULE

A. Submittal: After aware of contract, within initial 30 days, Contractor shall provide a List of Submittals and Schedule before submitting items for review. Submit an electronic copy, or at County request, two copies of submittals list and schedule.

B. The Contractor will electronically submit and document all submittals, unless otherwise instructed by the Director.

C. Schedule: Compile complete schedule of submittals anticipated to be made during progress of work.

I. Include list of each type item for which Contractor's drawings, shop drawings, coordination drawings, product data, samples, certificates of compliance, manufacturer's certificates, warranties, and other types of submittals are required. Include number of Contractor's drawings, shop drawings, and coordination drawings anticipated within each submittal.

2. Sequentially number each submittal. Use original submittal number with sequentially numbered suffix for resubmittals.

3. Allow at least 10 working days, average, for Architect's review of submittals following receipt of submittal, including return to Contractor.

4. Indicate date of submittal by Contractor to Architect and date of receipt of reviewed submittals by Contractor from County.

5. Coordinate schedule with subcontractors and materials suppliers.

6. On acceptance by County, adhere to schedule except when specifically otherwise permitted. Accurately maintain submittal log for duration of contract.

D. Revisions: Revisions to original submittal list and schedule will only be accepted by the County Project Manager when revisions are required by circumstances not reasonably anticipated by Contractor during preparation of original schedule.

1.03 SUBMITTAL PROCEDURES

A. Transmit each submittal directly to the County Project Manager.

1. Bind submittals sturdily, neatly label covers.
2. Include job number as it appears on Contract Documents.
3. Include state agency application or approval number.
4. When requested by the County, all submittals shall be submitted by pdf (portable document format) File.

B. Sequentially number the transmittal forms. Resubmittals to have original number with an alphabetic suffix.

C. Identify County Project designations, Architect, Contractor, Subcontractor or supplier, manufacturer; pertinent Drawing Sheet and detail number(s) and specification Section number, as appropriate.

1. Provide name and telephone number of individual who may be contacted for further information.

2. Apply Contractor's stamp with Contractor's original signature or initials affixed thereto, certifying that review, verification of products required, field dimensions, adjacent construction work, and coordination of information is in accordance with the requirements of the work and Contract Documents. Stamped signatures or initials are acceptable.

D. Schedule submittals to expedite the project. Coordinate submission of related items.

1. Make all submittals in accordance with the progress schedule and far enough in advance of scheduled dates of installation to provide required time for reviews for securing necessary approvals for possible revision and submittal and for placing orders and securing delivery.

E. Identify variations from Contract Documents and product or system limitations which may be detrimental to successful performance of the completed work.

1. Requests for deviations from Contract Documents shall be submitted for consideration before submittal of affected items. Submit in accordance with substitution requirements of Section 01 65 00 Transport, Handling and Storage. Only deviations which have been previously accepted in writing shall be included in submittals.

F. Provide space for Contractor, County, and Architect review stamps.

G. Revise and resubmit submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.

H. Determine and verify all field dimensions and conditions, materials, catalog numbers and similar data.

I. Coordinate as required with all trades and all public agencies involved.

J. Unless otherwise specifically authorized by Architect, make all submittals in groups containing all associated items. Architect may reject partial submittals as not comply with the provisions of this Section.

K. Resubmittals:

1. Subject to same terms and conditions as original submittal.

2. The County Project Manager will accept not more than one resubmittal.

i. Should additional resubmittals be required, Contractor shall reimburse County for Architect's account for time

spent in processing additional resubmittals at rate of 2.5 times rate of Direct Personnel Expense (DPE). Direct Personnel Expense is defined as direct salaries of Architect's personnel engaged or Project and portion of costs of mandatory, and customary contributions and benefits related thereto, including employment taxes and other statutory employee benefits, insurance sick leave, holidays, vacations, pensions, and similar contributions and benefits.

1.04 CONSTRUCTION PROGRESS SCHEDULES

A. Submit as required in Section 01 32 00.

1.05 SHOP DRAWINGS

A. Submit a schedule of the shop drawings, listing their required submission and review dates to the County Project Manager for approval. The submission time shall be in accordance with the requirements set forth in Section 1.02, Submittals List and Schedule, Paragraph A. The schedule shall allow sufficient time for checking by the Architect, Engineer, and County. In addition, the shop drawing submission and review dates shall be incorporated into the progress schedule required in the General Conditions.

1. "Elapsed time due to 'Revise and Resubmit' or 'Not Approved' action, indicated, on submittal review (due to inaccurate data or incomplete definition), shall not adversely affect equipment delivery and/or installation schedules".

2. "Allotted time for review/approval process shall be a minimum of ten (10) working days from the date individual submittals are received by the Architect, Engineer, and County.

3. Submit newly prepared information, drawn to accurate scale. Highlight, encircle or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as to the basis of Shop Drawings. Standard information prepared without specific reference to the Project will not be approved as Shop Drawings.

4. Shop Drawings shall include fabrications and installation drawings, setting diagrams, schedules, patterns, templates and similar drawings. Include the following information:

i. Dimensions
ii. Identification of products and materials included.
iii. Compliance with specified standards.
iv. Notation of coordination requirements.
v. Notation of dimensions established by field measurement.

5. Sheet Size: Except for templates, patterns and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 inch x 11 inch, but not larger than 36 inch x 42 inch.

B. The Contractor shall review, stamp with his approval as herein required, and submit with reasonable promptness and in orderly sequences, in accordance with the submittal schedule. All shop drawings required by the Contract Documents or subsequently by the Architect as covered by modifications shall be properly identified. At the time of submission the Contractor shall inform the Architect in writing of any deviation in the shop drawings.

C. Stamp: Each page of shop drawings shall bear the Contractor's stamp, which shall signify the Contractor's representation that he has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained in the shop drawings, all in accordance with the requirements of Section 01 33 00 Submittals. Each stamp shall be accompanied by a wet signature or initial of an employee of the Contractor who may be contacted for information. Stamped signatures or initials are not acceptable.

D. Submittals not certified by being stamped and signed will be returned without action as well as those, in the Architect's opinion, that have not been adequately reviewed or coordinated by the Contractor.

E. Method of Review: Submit shop drawings, electronically as a pdf file, unless otherwise instructed by the Director. Comments or corrections will be noted on the shop drawings and returned to the Contractor, who shall identify all changes made since the previous submittal and resubmit in the same manner. After it is reviewed by the Architect, the shop drawings will be stamped and returned to the Contractor who shall make distribution of copies as required.

F. The Architect, Engineer, and County will review and approve shop drawings with reasonable promptness so as not to cause any

delay, but only for conformance with the design concept of the project and with the information given in the Contract Documents. The Architect's approval of a separate item shall not indicate approval of an assembly in which the item functions.

1. Contractor shall allow additional time if processing must be delayed to permit coordination with subsequent submittals.

G. Submittal of shop drawings to the County Project Manager shall be made by the Contractor with a dated transmittal form or letter, and not by subcontractors or suppliers.

H. The County's approval of shop drawings shall not relieve the Contractor of responsibility for any deviation from the requirements of the Contract Documents unless the Contractor has informed the County Project Manager in writing of such deviation at the time of submission and the County has given written approval to the specific deviation, nor shall the County's approval relieve the Contractor from responsibility for errors or omissions in the shop drawings.

1. Notations by the Architect, Engineer, and County which were not a part of the original contract documents and are shown to increase contract or time of completion shall be brought to County Project Manager's attention and authorization by the County shall be obtained before proceeding with work.

I. No portion of work requiring shop drawings shall be commenced until the shop drawings have been reviewed by the Architect, Engineer and County.

J. SHOP DRAWING PROCESSING

1. Requirements for Submittal of Shop Drawings

a. Shop drawings shall be submitted directly to the County Project manager along with a copy of transmittal.

2. Each shop drawing submitted for review shall have the following information:

a. Project Name
b. Specs. No.
c. Contract No.
d. Technical Specifications Section No.

3. Each item of the submittal must be referenced to the proper item of the specification or drawings.

4. A signed statement from the General Contractor stating that the submittal has been reviewed by him and that it conforms with the drawings and specifications.

5. Provide a copy of each transmittal to the County Project Manager and Inspector.

6. Types of Approvals

   a. "No Exception Taken" (Reviewed/Approved). This stamp will be used by the Architect for accepted shop drawings and will qualify the submittal for shop drawing number.

   b. "Exception Noted" (Reviewed/Approved as Noted). This stamp will be used by the Architect when minor correction will make the submittal acceptable. These corrections will be shown in red on each of the submittals or on a correction list. This approval will qualify the submittal for a shop drawing number.

   c. "Resubmit" (Rejected). Submittals which do not conform to the drawings and specifications will be returned without stamping or issuance of a shop drawing number. The rejection transmittal will state why the submittal was not acceptable and request that it be resubmitted.

K. Assignment of Shop Drawings Numbers

Each accepted submittal shall be stamped by the Architect, Engineer, and County and assigned a shop drawing number using either of the following systems. The shop drawing number will be shown on each sheet that is stamped by Architect, Engineer, and County.

1. A simple numerical sequence may be used whereby each submittal is assigned a number in order of approval (SD-1, SD 2…).

2. A numerical sequence by classification may be used such as SD-S-1 for a Structural Submittal; SD-AC-1 for an Air Conditioning Submittal; SD-C-1 for a Civil Submittal, SD-L-1

for a Landscape Submittal; SD-A-1 for an Architectural Submittal; and SD-X-1 for Miscellaneous Submittals.

3. Material submittals and paint color chips should be assigned a shop drawing number for identification purposes.

L. Transmittal of Submittals

The General Contractor shall submit to the County Project Manager a set of shop drawings which comply with this Section. Upon receipt of the submittal, the County Project Manager will review or have his consultants review the submittal for compliance with the drawings and specifications.

M. Processing

1. Procedure

a. Shop drawings will be stamped or returned as per Section M of this Section. Accepted and numbered shop drawings shall be returned to the General Contractor. The Architect will provide a pdf copy of approved shop drawings to the County Project Manager, Building Inspector, and Contractor.

b. The County Project Manager is to check shop drawings for any deviation from the drawings or specifications prior to releasing them to the Contractor. If there are discrepancies is in the shop drawings, they should be sent back to the Architect for correction.

1.06 PRODUCT DATA

A. Submit pdf copy of product data electronically, unless otherwise instructed by the Director.

B. Product data shall identify applicable products, models, options and other available data specific to the project requirements.

C. After review and approval by the County, copies will be distributed to the County Project Manager, Building Inspector, and General Contractor. The approved product data sheets shall be retained at the site by the General Contractor to be used for reference.

1.07 SAMPLES

A. Submit samples to illustrate functional and aesthetic characteristics of the product with integral parts and attachment devices. Coordinate sample submittals for interfacing work.

B. Unless precisely specified, submit samples of finishes from the full range of manufacturers' standard colors, textures and patterns for County selection, or in custom colors selected.

C. Include identification on each sample with full Project information, as required for Shop Drawings, Item, 1.04 above.

D. Submit a minimum of three (3) samples or as specified in individual sections of the specifications, two of which will be retained by the Architect and County.

E. Reviewed samples which may be used in the work are indicated in individual specification sections.

F. Approval or rejection of samples will be made by the Architect and County in writing.

1.08 MANUFACTURER'S INSTRUCTIONS

A. When specified in individual specification sections, submit manufacturers' printed instructions for delivery, storage, assembly, installation, start-up, adjusting and finishing in quantities specified for Product Data.

B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference date, affidavits and certifications as appropriate.

C. Certificates may be recent or previous test results on material or product, but must be acceptable to County.

1.09 MANUFACTURER'S CERTIFICATES

A. When specified in individual specification sections, submit manufacturers' certificate to County for review in quantities specified for Product Data.

B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference date, affidavits and certifications as appropriate.

C. Certificates may be recent or previous test results on material or product, but must be acceptable to Architect.

1.10 COORDINATED DRAWINGS

A. Submit drawings which indicate routing, locations, sizes, types and numbers of components in concealed spaces where potential conflict may occur between structures, mechanical, electrical, fire sprinklers, communications and ceiling suspension systems.

B. Indicate locations of all ceiling penetrations and surface-mounted items. Provide cross sections at all areas to indicate proper support of ceilings and non-interference with work of other sections of the specifications. Cross sections shall indicate coordination required and proposed solutions for routing of elements where potential conflict exists. A reproduction of Architect's reflected ceiling plan is not acceptable.

C. Drawings shall be based on field measurements, shop drawings and product data.

D. Conflicts shall be brought to the County Project Manager's attention immediately.

E. Submit to the Architect, in writing, requests for clarification or interpretations that will affect the intent of the Contract Documents.

F. The coordinated drawings shall indicate each class of work in the affected area. The drawing or written submittal shall include Contractor's recommendations for the solution of any potential conflicts as well as recommendations tendered by any work of any section of the specifications which may be affected thereby.

G. Submit the coordinated drawings in a scale of not less than 1/8" – 1' – 0" with necessary sections and profiles at an appropriate, clearly readable enlarged scale. Submit the coordinated drawings as one reproducible and as a pdf file unless otherwise instructed by the Director.

H. The County will review the submittals, make appropriate notations and comments to ensure the solution meets the intent of the Contract Documents and then return to Contractor for implementation.

I. The Contractor shall be responsible for the proper coordination of the work of all sections of the specifications in the execution of

coordinated drawing. Any installation of materials, components or equipment under one section of the specifications without full and complete agreement, knowledge and consent by fabricators of adjacent or otherwise related or affected work will not be approved.

J. It shall be incumbent upon the Contractor that all fabricators of work involved in the execution of coordinated drawings be informed, consulted and advised in sufficient advance time to arrive at solutions where no extension of contract time or extra cost to the County will be approved due to Contractor's negligence in the expeditious, timely submittal of coordinated drawings.

1.11 REQUEST FOR INFORMATION

A. Submit Request for Information (RFI) or interpretation in writing to the County Project Manager.

B. Response will be in writing, by the County Project Manager, either in the construction field meeting notes or on the RFI itself, within 5 working days of receipt of RFI.

1. No change in cost interpretations or clarifications will be accepted as such.

2. Change in cost interpretation or clarifications will institute a Change Order procedure.

1.12 CONSTRUCTION PHOTOGRAPHS

A. Submit with payment request monthly. See Section 01 32 33.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

* * * * *

SECTION 01 33 23

SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

PART 1 – GENERAL

1.01 DESCRIPTION

A. Submittals

1. Shop drawings.

2. Product or catalog data.

3. Samples.

B. The Contractor will use pdf (portable document format) files to electronically prepare and submit shop drawings, unless otherwise instructed by the Director.

C. Related work specified elsewhere.

1. Operating and maintenance manuals.

2. Spare parts or hardware lists.

3. Tests and certificates.

1.02 DEFINITIONS

A. Shop Drawings

1. Original drawings prepared by Contractor, Subcontractor, Supplier or Distributor, which illustrate some portion of the work; showing fabrication, layout, setting or erection details.

2. Identify details by reference to sheet and detail numbers shown on Contract Drawings.

B. Product or Catalog Data

1. Manufacturers standard drawings modified to delete nonapplicable data or include applicable data.

2. Manufacturers catalog sheets, brochures, diagrams, schedules, charts, illustrations or other descriptive data. Mark each copy to identify pertinent dimensions, materials, products or models.

C. Samples

1. Physical examples to illustrate materials, equipment or workmanship.

2. Office samples to show functional characteristics of product or material. Submit with full range of colors available.

3. Field samples and mock-up; erect at site in location acceptable to the County.

1.03 CONTRACTOR'S RESPONSIBILITIES

A. Prior to Submittal

1. Review and approve Shop Drawings, Product Data and Samples prior to submission to the Department.

2. Coordinate each submittal with work of the project and Contract Documents so as to cause no delays in the work.

3. By approving and submitting Shop Drawings, Product Data and Samples, the Contractor represents that he has determined and verified all materials, field measurements, and field construction criteria related thereto, or will do so, and that he has checked and coordinated the information contained within such submittals with the requirements of the work and of the Contract Documents.

4. The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Department's acceptance unless the Contractor has specifically informed the Department in writing of such deviation at the time of submission and the Department has given written acceptance to the specific deviation.

5. Contractor's responsibility for errors and omissions in submittals or deviations from Contract Documents is not relieved by the Department's review of submittals.

6. The Contractor shall direct specific attention, in writing or on submitted Shop Drawings, Product Data or Samples, to revisions other than those requested by the Department on previous submittals.

B. After Submittal

1. Begin no work which requires submittals until return of such submittals with the Department's stamp and signature indicating review.

2. Distribute copies of submittals to subcontractors, suppliers or manufacturers as their interests appear.

1.04 IDENTIFICATION OF DATA

A. All submittals for review shall have the following identification data, as applicable, contained thereon or permanently adhered to.

1. Project Name and Location

2. Specifications Number

3. Subcontractor's, Vendor's, and/or Manufacturer's Name, Address and Phone Number

4. Product Identification

5. Shop Drawing Title, Contractor's Drawing Number, and Date of Drawing and Revisions

6. Applicable Contract Drawings and Specifications Section Numbers

7. Contractor's Approval, Signature and Date

B. Submittal Format

Submittal No. _____

Project Name _____

_____

_____

Specifications No. _____

Product _____

Section No. _____

Supplier _____

We have reviewed the submittal, and have verified that it meets the criteria required in accordance with the plans and specifications.

Contractor's Name _____

Signature _____

Title _____

C. Catalog Data

1. Each separate catalog, brochure or single page data sheet submitted shall have the identification required and the Contractor's approval.

2. Catalogs or brochures containing multiple items for review need identification only on the cover. Identify page numbers and catalog items.

3. In the event that one or more of the multiple items are not accepted in any submittal, additional copies required will not be required until all items are accepted.

4. Provide a space approximately 4" x 4" for the Department to affix its status stamp.

1.05 COLOR AND FINISH SELECTION

A. Contractor Submittals

1. Submit as soon as practical, subsequent to award of contract, names of manufacturers and pertinent products or materials proposed for use in which a color selection is required.

2. Submit standard color charts or samples as requested by the District. All items for color selection must be submitted prior to issuance of any approvals.

3. Contractor is responsible for submitting products that comply with technical specifications.

1.06 SUBMISSION REQUIREMENTS

A. Submit all Shop Drawings, Product or Catalog Data and Samples to the District by transmittal containing identification of project, specifications number and identification of items being submitted.

B. Product Data

1. Original Submittal – Six (6) copies of all Shop Drawings and/or Product Data for review in ample time to coordinate necessary features of construction with all fabrication and installation requirements.

2. Resubmittal – When required, copies will be returned to Contractor. After revision submit new copies as stipulated for original submittal. Indicate all changes.

C. Samples

1. Original Submittal – Furnish three (3) samples, unless otherwise specified, of each item for which samples are required for review. Obtain review prior to delivery of material to project site. Such samples shall be representative of actual material proposed for use in project and of sufficient size to demonstrate design, color, texture, and finish.

2. Resubmittal – All rejected samples will be returned upon request. All resubmittals shall consist of three (3) samples.

1.07 REVIEW AND PROCESSING

A. General

1. The County will review and accept or take other appropriate action upon Contractor's submittals for conformance with the design concept of the work and with the information given in the Contract Documents. Acceptance of a specific item shall not indicate acceptance of an assembly of which the item is component.

2. Submittals not indicating approvals by the Contractor will be returned to Contractor. Submittals second round review will not be reviewed or accepted by the County without Contractor's prior stamp of review/approval, showing prior comments have been addressed.

B. Review

1. Product Data – After electronic review, the Architect, Engineer and the County's review stamp and signature will be added showing their response and then they will be returned to the Contractor.

2. Samples – After review one (1) sample will be returned for Contractors records and the remainder samples will be retained by the County and the Architect for their record.

END OF SECTION

SECTION 01 45 00

QUALITY CONTROL

PART 1 - GENERAL

1.01 DESCRIPTION

A. Tests.

B. Inspections.

C. County will employ and pay for the services of an Independent Testing Laboratory or Soils Engineer to perform specified testing and/or inspections.

D. Related requirements specified elsewhere:

1. Refer to the various trade sections for specific test and inspection requirements.

1.02 REQUIREMENTS OF REGULATORY AGENCIES

A. Los Angeles County Building Code.

B. California Building Code Standards, as applicable.

C. California Code of Regulations.

1. Title 17 and 24.

1.03 QUALITY ASSURANCE

A. General Test Requirements. Materials to be furnished under the Contract are subject to testing and inspection for compliance with requirements of Drawings and Specifications.

B. Testing Laboratory or Agency shall be the licensed Testing Laboratory or Agency meeting the requirements of ASTM E-329, designated by the County and referred to hereafter as the Testing Laboratory. Perform all testing under supervision and control of a California registered professional engineer employed by the Testing Laboratory.

C. Soils or Foundation Engineer will be the registered professional Geotechnical Engineer employed and paid by the County.

D. Disqualified Material. Any material shipped or delivered to the site by the Contractor from the source of supply prior to having satisfactorily passed the required testing and inspection, or prior to the receipt of a notice from the County or Architect that such testing and inspection will not be required, shall not be incorporated in the Work.

1.04 QUALITY CONTROL

A. Concrete.

1. Materials.

a. Portland cement tests.

b. Concrete aggregates.

c. Reinforcing bars.

2. Concrete quality.

a. Concrete mix designs.

b. Strength tests of concrete.

3. Concrete inspection.

a. Job site inspection.

b. Batch plant or weighmaster inspection.

B. Masonry.

1. Materials.

a. Tests of brick or block masonry units.

b. Tests of mortar and grout materials.

c. Reinforcing steel bars.

2. Mortar and grout quality.

a. Strength tests for mortar and grout

3. Masonry inspection.

a. Job site inspection.

C. Structural steel and metal deck tests and inspections.

1. Materials.

a. Material identification and certification.

b. Testing of unidentified material.

2. Inspection of structural steel, light gage steel deck and welding.

a. Welding inspection (shop and field).

PART 2 - PRODUCTS

2.01 MATERIALS

A. Materials to be tested and/or inspected as specified in respective sections.

PART 3 - EXECUTION

3.01 CONTRACTOR'S RESPONSIBILITIES

A. Cooperate with laboratory personnel, provide access to Work.

1. Employment of the laboratory shall in no way relieve Contractor's obligations to perform the Work of the Contract.

B. Secure and deliver to the laboratory adequate quantities of representational samples of materials proposed to be used and which require testing.

C. Furnish copies of products test reports as required.

D. Furnish incidental labor and facilities:

1. To provide access to Work to be tested.

2. To obtain and handle samples at the Project site or at the source of the product to be tested.

3. To facilitate inspections and tests.

4. For storage and curing of test samples.

D. Notify laboratory sufficiently in advance of operations to allow for laboratory assignment of personnel and scheduling of tests.

1. When tests or inspections cannot be performed after such notice, reimburse County for laboratory personnel and travel expenses incurred due to Contractor's negligence.

E. Make arrangements with laboratory and pay for additional samples and tests required for Contractor's convenience.

3.02 FIELD QUALITY CONTROL

A. Tests.

1. County will select an independent testing laboratory to conduct tests. Selection of material required to be tested shall be by the laboratory or County's representative and not by Contractor.

2. Contractor shall notify County in sufficient time in advance of manufacture of material to be supplied, which must by terms of the contract be tested, in order that the County may arrange for testing.

3. County will select and pay testing laboratory costs for all tests and inspection, except as provided elsewhere in this section.

B. Test reports.

1. One copy of all test reports shall be forwarded to the County by the testing agency. Such reports shall include all tests made, regardless of whether such tests indicate that the material is satisfactory or unsatisfactory. Sample taken but not tested shall also be reported. Records of special sampling operations as required shall also be reported. The reports shall show that the material or materials were sampled and tested in accordance with the requirements of (Title 24) and with the approved specifications. Test reports shall show the specified design strength. They shall also state definitely whether or not the material or materials tested comply with requirements.

C. Verification of test reports.

1. Each testing laboratory shall submit to the County a verified report in duplicate covering all of the tests which were required to be by that laboratory during the progress of the project. Such report shall be furnished each time that work on the project is suspended, covering the tests up to that time, and at the completion of the project, covering all tests.

D. Inspection.

1. The County shall at all times have access for the purpose of the inspection to all parts of the work and to the shops wherein the work is in preparation, and the Contractor shall at all times maintain proper facilities and provide safe access for such inspection.

2. The County shall have the right to reject materials and workmanship which are defective, or to require their correction. Rejected workmanship shall be satisfactorily corrected and rejected materials shall be removed from the premises without charge to the County. If the Contractor does not correct such rejected work within a reasonable time, fixed by written notice, the County may correct same and charge the expense to the Contractor.

3. Should it be considered necessary or advisable by the County at any time before final acceptance of the entire work to make an examination of work already completed by removing or tearing out the same, the Contractor shall on request promptly furnish all necessary facilities, labor and materials. If such work is found to be defective in any respect due to fault of the Contractor or his subcontractor, he shall defray all expenses of such examinations and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the additional cost of labor and material necessarily involved in the examination and replacement shall be allowed the Contractor.

4. Reimbursement of Inspection Costs. Contractor shall reimburse the County all or any part, of the actual excessive inspection costs incurred by the County due to any or all of the following.

   a. Contractor's failure to complete the Work within the Contract Time and any previously authorized extensions thereof.

   b. Claims between separate contractors.

c. Covering of any of the Work before the required inspections or tests are performed.

d. Extra inspections required for Contractor's correction of defective Work.

E. Inspector.

1. An Inspector employed by the County will be assigned to the Work.

2. The work of construction in all stages of progress shall be subject to the personal continuous observation of the Inspector. He shall have free access to any or all parts of the work at any time. The Contractor shall furnish the Inspector reasonable facilities for obtaining such information as may be necessary to keep him fully informed respecting the progress and manner of the work and the character of the materials. Inspection of the work shall not relieve the Contractor from any obligation to fulfill this Contract.

* * *

SECTION 01 50 00

TEMPORARY FACILITIES

1 - GENERAL

1.01 DESCRIPTION

1.02 Field Office and Sheds
1.03 Temporary Utilities
1.04 Staging (Laydown) Area(s)
1.05 Parking
1.06 Sanitary Facilities
1.07 Temporary Barriers and Enclosures
1.08 Temporary Environmental Controls
1.09 Construction signboards

1.02 FIELD OFFICES AND SHEDS

In addition to contractor's field office, the contractor shall provide and maintain during the construction phase, a watertight and secure office of not less than 600 square feet on the premises, if space within staging area is available, or in an existing building located adjacent or nearby (within a block) the site, for use by the County, to include one (1) conference room, three (3) private offices not less than 100 square feet each (one for County's PM/CM, one for County's Inspector and one for Document Control technician), and one (1) unisex restroom with water closet, urinal and sink and with hot and cold water. Provide a conference table 36"x 96". Office shall be painted, heated/air conditioned, provided with operating screened windows doors with locks, three (3) 5'-0 wide desk with drawers and chairs, plan table, plan rack, two (2) bookcases, a minimum four (4) drawer vertical file cabinets and four (4) drawer lateral file cabinets, eight (8) chairs, a small refrigerator, a microwave oven, a toaster, a coffee maker and a small table or counter. Contractor shall also provide hot and cold water dispenser with 5-gallon portable water supply (Arrowhead or natural-spring water approved equal), minimum 5 bottles per month and all new equipment, supplies (including office supplies, toilet paper, paper towels, soap, paper cups) and services as mentioned below. All required utilities including but not limited to water, power, telecommunications, shall be arranged for and paid for by the contractor during the construction period. A security alarm warning system shall also be provided and maintained during the construction period. The following shall be included in the County's field office:

1. Telephones

   Contractor shall provide and maintain during the construction phase, four (4) (non-pay) telephones limited to local/toll calls and located one in each office and one in the Conference Room. Local calls are considered to be

those within 213, 310, 323, 562, 626, 661, 714, 805, 818, 909, and 949 area codes. All telephones shall have speaker capabilities and three-way party communication. The telephone in the Conference shall have a long cord.

2. Facsimile (FAX) *Not USED*

3. Cabling and Network Requirements

Contractor must provide and install all internal network cabling, connections, and jacks, which must be rated Category 6E or higher. Each office, desk, and shared printer/plotter area must have two Panduit keystone data jacks and cabling with termination in a patch bay at a central location near the equipment rack with Panduit keystone jacks. Any exposed cabling must be neatly wrapped and tripping hazards mitigated. All cabling must be compliant with appropriate building and electrical codes.

4. HARDWARE REQUIREMENTS

The contractor must also provide a network rack to install network equipment and a patch panel that meets the specification below.

- A minimum of two dedicated 120V nominal, non-switched, AC duplex electrical outlet receptacles, each on a separate branch circuit, shall be provided for equipment power.
- If utilizing a wall-mounted rack, it must be at least 9U in size, 19" wide open frame wall mount network rack w/19" mounting depth, and is EIA/ECA-310 compatible. It should support up to 175 lbs.
- For a floor-mounted rack, a minimum of 22U rack height, 2 or 4 posts, 19” rack width, at least 19” depth, threaded holes, and supports up to 750 lbs. Racks greater than or equal to seven feet in height shall have a seismic top attachment and be anchored to the floor. Shorter cabinets must be anchored to the floor.
- Patch Panels shall be either 24 or 48 port, T568A termination, UL verified Category-6e, 110 connections on the rear side with the versatility of labeling in front and rear.

All items, including but not limited to, equipment, software and cards provided for County’s use during construction such as computers, monitors, computer accessories, printer, all in one printer, copier, scanner, storage device, fax machine, camera and storage disk(s), computer memory card(s) will be the property of the County upon completion of the project and shall be delivered to the County Project Manager in the DPW headquarters in Alhambra, unless notified otherwise.

Contractor shall provide and maintain on the premises, a watertight shed storage structure to keep all materials which might be damaged by weather, including storage facilities for concrete test samples or other material samples required for the Work.

1.03 TEMPORARY UTILITIES

The contractor shall arrange for and provide all utility services necessary to perform the work, including electricity, fire protection, fuel oil, heating, cooling and ventilating, lighting, natural-gas, telecommunications and water. Any motors that may be permitted to be connected to any existing County's electrical circuits shall not exceed 1/3 horsepower. Contractor shall provide, maintain and remove upon completion of work, all temporary connecting lines to sources of supplies, and temporary meters and accessories, as needed.

The contractor shall bear all expenses involved in providing and connecting all temporary utility services. The County will assume payment for utility service charges at the time the various permanent meters are set and the County has assumed beneficial occupancy of the facility or accepted the Project, whichever occurs first. Refer to Project General Requirements Section for permanent utility services.

1.04 STAGING (LAYDOWN) AREA(S)

If contractor deems there is sufficient space within property limits to locate the staging (laydown) area, and the temporary offices and sheds, he may do so. If additional space is required by the contractor, the contractor shall procure it offsite at their own expense. Location of staging area within facilities shall be as approved by the County.

1.05 PARKING

Four (4) parking spaces shall be provided for County's use. If the contractor deems there is sufficient space within the property limits to locate the required parking, no additional parking will be required. However, if there is no sufficient parking at the site for the contractor to perform his operations efficiently, contractor shall secure additional parking offsite, at his own expense.

1.06 SANITARY FACILITIES

Contractor shall install and maintain in a sanitary condition, suitable chemical toilets for use by workmen. Toilets shall be in a location approved by the Department. There shall be a minimum of one (1) toilet for each multiple of twenty (20) contractor employees, or fractional part thereof, working at the job site. The temporary restroom facilities shall be serviced daily.

1.07 TEMPORARY BARRIERS AND ENCLOSURES

1. The contractor shall provide and maintain during the construction period, an 8 ft. high chain link fence with gate(s) around the construction area(s) consisting of 11 gauge (minimum) x 2" mesh chain link fabric attached to steel pipes and suitable base, spaced at 10 feet on center maximum.

Provide top and bottom tension wires and corner post bracing. Provide chain link gates with welded steel pipe frames and all hardware required for proper operation. Fencing shall not have any loose or easy to remove tie wires, hog rings, etc. Base shall be properly secured to avoid overturning during high winds, etc.

2. Provide and maintain the County specified chain link fence enclosures around each jobsite with vehicle and man gates as required.

3. Obtain and pay for all required permits and inspections. Construct in accordance with applicable codes and regulations of public agencies having jurisdiction.

1.08 TEMPORARY ENVIRONMENTAL CONTROLS

The building structure and interior finish and furnishings shall be protected from rain, dew, wind, and all other elements of the weather during periods when roof areas are unprotected by roofing or when breaches are present in exterior walls. Such areas shall be covered with weather-tight tarpaulins or roofing materials firmly secured or by other approved methods. Refer to General Conditions. When, in the opinion of the County, breaches in roof or wall areas afford access to unauthorized persons, the contractor shall, at no additional expense to the Department, construct at such breaches, substantial barricades of type and material as approved by the Department.

1.09 CONSTRUCTION SIGNBOARDS

Refer to article entitled "Advertising" of the General Conditions. Prior to any ground breaking operation or in the case ground breaking is not required, within ten (10) days after award of contract, the Contractor shall furnish and erect two (2) identification signboards 4'-0 x 8'-0 in size, constructed of 3/4" exterior grade plywood within a frame, supported on posts, and adequately braced to resist wind stresses. The sign background shall be painted with two (2) coats of exterior type paint over a suitable primer and lettered with block letters professionally applied. The signboard shall set forth, in sequence, the following information with the layout as directed by the Department.

Century Regional Detention Facility Roof, Elevator, and Fire Projection DM Repairs

County of Los Angeles
Board of Supervisors

Holly J. Mitchell	2nd District
Hilda L. Solis	1st District
Lindsey P. Horvath	3rd District
Janice Hahn	4th District
Kathryn Barger	5th District

Fesia Davenport, Chief Executive Officer, Chief Executive Office
Mark Pestrella, Director, Department of Public Works
Robert G. Luna, Los Angeles County Sheriff

JTC Architects, Inc.
Name of Contractor

In addition, individual signs of Contractors, subcontractors and materialmen may be displayed as approved.

Signs shall be promptly removed by the Contractor or by the owner, if individually owned, upon completion of the work. The size, construction, subject matter and location of all signs shall be subject to the approval of the Department.

* * *

SECTION 01 57 00

STORM WATER POLLUTION PREVENTION

PART 1 - GENERAL

1.01 **Water Pollution Control.**

1.02 **Best Management Practices (BMPs).** Apply BMPs for project that disturbs less than 1 acre of soil.

1.03 **Terms and Definitions.**

1. **Active Areas of Construction -** areas subject to land surface disturbance activities related to the Project including, but not limited to, the Project site, staging areas, immediate access areas, and storage areas. Previously active areas will be considered active areas until temporary or final soil stabilization BMPs are implemented.

2. **Accumulated Precipitation Procedure (APP) –** the methods and procedures for management and discharge of accumulated precipitation on the Project site.

3. **Best Management Practices (BMPs) -** shall be defined as specified in the permits listed in 1.05.

4. **BMP Manager** - an individual who meets the requirements of Los Angeles Regional Water Quality Control Board MS4 Permit Order No. R4-2012-0175-DWQ, Section VI. D. 8. L ii (2).

5. **BMP Manual -** the edition of the Los Angeles County Department of Public Works Construction Site Best Management Practices (BMPs) Manual in effect as of the date of advertisement of the Contract.

6. **Exposed Soil -** native soil left exposed as the result of uncovering, removal of vegetation or pavement, grading, excavation, or any other construction activity. Soil protected with temporary soil stabilization BMPs will not be considered exposed soil.

7. **Inactive Disturbed Soil Areas (DSA) –** areas that have been disturbed and have not or will not be disturbed for at least 14 Days.

8. **Non-Storm Water Discharges -** discharges that do not originate from precipitation events.

9. **Run-On -** storm water discharges that flow onto the Project site.

10. **Run-On Control BMPs -** BMPs used to divert or direct run-on either around or through the Project site.

1.04 **Abbreviations.**

Abbreviation	Word or Words
APP	Accumulated Precipitation Procedure
BMP	Best Management Practice
NPDES	National Pollutant Discharge Elimination System
RWQCB	Regional Water Quality Control Board
SWRCB	State Water Resources Control Board

1.05 **General.** This Project lies within the boundaries of the County of Los Angeles and shall conform to the following requirements:

a) Waste Discharge Requirements for Municipal Storm Water and Urban Runoff Discharges within the County of Los Angeles, and the Incorporated Cities therein, except the City of Long Beach (Order No. R4-2012-0175. NPDES Permit No. CAS004001). Within the City of Long Beach (Order No. 99-060, NPDES Permit No. CAS004003).

b) Within the unincorporated areas of the County of Los Angeles, Los Angeles County Code, Chapter 12.80.

1.06 **Best Management Practices (BMPs).**

a) General. The Contractor shall effectuate a year-round program for implementing, inspecting, and maintaining BMPs for wind erosion control, tracking control, erosion and sediment control, non-storm water control, and waste management and materials pollution control.

Best Management Practices conforming to the “Minimum Requirements" specified in Table 1.06 shall be implemented throughout the duration of the Project. The Contractor shall be responsible for the implementation, maintenance, and inspection of BMPs throughout any temporary suspension of the Work or designated construction moratorium.

The National Weather Service weather forecast shall be monitored by the Contractor on a daily basis. Whenever a rain event is predicted, the contractor shall implement all required BMPs according to the BMP Manual and these Special Provisions.

i. **BMP Manual.** Water pollution control work shall conform to the requirements in the BMP Manual. BMP Manual may be accessed at Public Works’ Contracts Opportunities, https://dpw.lacounty.gov/contracts/opportunities.aspx, under **County Sites links (scroll to the bottom of the page).**

The Contractor shall have a minimum of one readily accessible copy of the BMP Manual on the Project site at all times.

b) BMP Manager. The Contractor shall designate a BMP Manager who meets the requirements of Los Angeles Regional Water Quality Control Board (RWQCB) MS4 Permit Order No. R4-2012-0175-DWQ, Section VI, D. 8.I.ii (2).

MS4 Permit Order No. R4-2012-0175-DWQ, Section VI, D. 8.I.ii (2):
"Each Permittee shall ensure that its inspectors are knowledgeable in inspection procedures consistent with the State Water Board sponsored program QSD or a Qualified SWPPP Practitioner (QSP) or that a designated person on staff who has been trained in the key objectives of the QSD/QSP programs supervises inspection operations. Each Permittee may provide internal training to staff or require staff to obtain QSD/QSP certification. Each inspector must be knowledgeable of the local BMP technical standards and ESCP requirements."

The BMP Manager shall have the responsibility and authority to fully implement, maintain and inspect the required BMP's in accordance with the Contract Documents and as directed by the County Project Manager. The BMP Manager shall be fully knowledgeable of the requirements in the BMP Manual.

The designated BMP Manager's name and qualifications shall be submitted in accordance with MS4 Permit Order No. R4-2012-0175-DWQ, Section VI, D. 8.I.ii (2), prior to issuance of the Construction Contract, Part 2 NTP.

c) Minimum Requirements. The Contractor shall implement an effective combination of erosion and sediment controls and maintain the appropriate Construction Site BMPs shown in Table 1.06. The BMPs shown in this table meet or exceed the Waste Discharge Requirements referenced in 1.05.

Table 1.06
Construction Site BMPs

ID	BMP Name	Minimum Requirement
Temporary Soil Stabilization		
SS-1	Scheduling	**X**
SS-2	Preservation of Existing Vegetation	**X**
SS-3	Hydraulic Mulch	
SS-4	Hydro seeding	
SS-5	Soil Binders	
SS-6	Straw Mulch	
SS-7	Geotextiles, Plastic Covers, & Erosion Control Blankets/Mats	**X**
SS-8	Wood Mulching	
SS-9	Earth Dikes/Drainage Swales & Ditches	
SS-10	Outlet Protection/Velocity Dissipation Devices	
SS-11	Slope Drains	
SS-12	Streambank Stabilization	
Temporary Sediment Control		
SC-1	Silt Fence	**X**

SC-2	Sediment/Desilting Basin	
SC-3	Sediment Trap	
SC-4	Check Dam	
SC-5	Fiber Rolls	**X**
SC-6	Gravel Bag Berm	**X**
SC-7	Street Sweeping and Vacuuming	**X**
SC-8	Sandbag Barrier	**X**
SC-10	Storm Drain Protection	**X**

Wind Erosion Control		
WE-1	Wind Erosion Control	**X**
Tracking Control		
TC-1	Stabilized Construction Entrance/Exit	**X**
TC-2	Stabilized Construction Roadway	
TC-3	Entrance/Outlet Tire Wash	
Non-Storm Water Management		
NS-1	Water Conservation Practices	**X**
NS-2	Dewatering Operations	**X**
NS-3	Paving and Grinding Operations	**X**
NS-4	Temporary Stream Crossing	
NS-5	Clear Water Diversion	
NS-6	Illicit Connection/Illegal Discharge Detection and Reporting	**X**
NS-7	Potable Water/Irrigation	**X**
NS-8	Vehicle Equipment Cleaning	**X**
NS-9	Vehicle Equipment Fueling	**X**
NS-10	Vehicle Equipment Maintenance	**X**
NS-11	Pile Driving Operations	
NS-12	Concrete Curing	
NS-13	Material and Equipment Use Over Water	
NS-14	Concrete Finishing	
NS-15	Structure Demolition Over or Adjacent to Water	
NS-16	Temporary Batch Plant	
Waste Management and Material Pollution Control		
WM-1	Material Delivery	**X**
WM-2	Material Use	**X**
WM-3	Stockpile Management	**X**
WM-4	Spill Prevention and Control	**X**
WM-5	Solid Waste Management	**X**
WM-6	Hazardous Waste Management	**X**
WM-7	Contaminated Soil Management	
WM-8	Concrete Waste Management	**X**
WM-9	Sanitary/Septic Waste Management	**X**
WM-10	Liquid Waste Management	**X**

Additional BMPs may be required as a result of actual field conditions, Contractor activities, or construction operations.

Year-Round Implementation Requirements. Implementation shall conform to the requirements in the BMP Manual and the following:

Temporary Soil Stabilization

ii. Active Areas of Construction shall be stabilized and temporary sediment controls implemented prior to a rain event.

Temporary Sediment Control

iii. Sediment shall not be discharged offsite or to the storm drain system or receiving waters.

iv. Stockpiles shall be removed from roadways at the end of each work day and shall be covered and bermed with perimeter sediment controls prior to every rain event and when not in use.

Wind Erosion Control

v. Wind erosion control BMPs shall be implemented in conformance with the requirements of the jurisdictional air quality regulatory agency.

Tracking Control

vi. Each entrance to, and exit from, the Project site shall be stabilized. Traffic entering/exiting the Project site shall be directed so as to only use such stabilized entrances/exits. Tracking of mud and/or sediment onto paved surfaces shall be removed by the end of each Day.

Non-Storm Water Management

vii. Accumulated precipitation shall be discharged in accordance with the Accumulated Precipitation Procedure, Section 7.2 of the BMP Manual.

viii. BMP Manual may be accessed at Public Works' Contracts Opportunities, **County Sites links,** https://dpw.lacounty.gov/contracts/opportunities.aspx

ix. Non-storm water BMPs shall be implemented to prevent un-authorized discharges.

x. Non-storm water discharges shall be in compliance with Section III of the Waste Discharge Requirements referenced in 1.05.

Waste Management and Material Pollution Control

xi. Material and waste stockpiles shall be covered prior to all rain events.
xii. Stockpiles of temporary asphalt concrete ("cold mix") shall be covered at all times.
xiii. The Contractor shall have a minimum of 3 spill response cleanup on the Project site at all times.
xiv. Spills and leaks shall be cleaned up within one hour after spillage and disposed of off the Project site.
xv. Concrete waste shall be contained in a concrete washout bin. At grade and below grade washouts are prohibited. There shall be no discharge of concrete washout or waste into the underlying soil or onto the surrounding areas. Concrete waste shall be considered as including, but not be limited to, slurry, cement, wash waters, additives, or grout.

1.07 **Accumulated Precipitation Procedure (APP).** The Contractor shall prepare an accumulated precipitation procedure (APP) for review and approval by the County Project Manager before any discharge from the Project site and as required by the County Project Manager. The APP shall describe the location of proposed discharges, the BMPs to be implemented (e.g., NS-2), and the actual equipment to be used. The APP shall be prepared and submitted in accordance with BMP NS-2 and Section 7 of the BMP Manual, https://dpw.lacounty.gov/contracts/opportunities.aspx

1.08 **BMP Inspections.** The Project site shall be inspected by the BMP Manager and documented on the LACDPW BMP checklist (contained in the BMP Manual) as follows:

a) Within 24 hours prior to a rain event.
b) Within 48 hours after a rain event (0.01 inch or more of accumulated precipitation).
c) At 24-hour intervals during extended rain events.
d) Once every week.

1.09 **Non-Storm Water Discharge Reporting.** If the Contractor identifies any non-storm water discharge(s) as identified in Section III of the Waste Discharge Requirements referenced in 1.05, or if the Project receives a written notice or order from any regulatory agency, the Contractor shall so inform the County Project Manager within 24 hours. The Contractor shall submit a written report to the County Project Manager within 5 Days of the discharge event, notice or order. The report shall include the following information:

a) The date, time, location, nature of the operation and type of discharge, including the cause or nature of the notice or order.

b) The BMPs implemented before the discharge event, or prior to receiving the notice or order.

c) The date of deployment and type of water pollution control practices deployed after the discharge event, or after receiving the notice or order, including additional measures installed or planned to reduce or prevent recurrence.

d) The Contractor shall conduct applicable water quality monitoring per the MS4 Permit Order No. R4-2012-0175-DWQ, Section VI, D. 8.l.ii (2) Section III A.4 and Table 8 of the Waste Discharge Requirements referenced in 1.05.

1.10 **Progressive Enforcement.** The Agency, as a permittee, is subject to enforcement action by the State Water Resources Control Board (SWRCB), Environmental Protection Agency, private citizens and citizen groups. The Contractor shall notify the County Manager immediately following receipt of a request from any jurisdictional regulatory agency, to enter, inspect, sample, monitor or otherwise access the Project site or the Contractor's records pertaining to water pollution control.

The Agency will assess the Contractor a penalty of $1,000 for each Day that the Contractor fails to fully-comply with the specified requirements. The penalty will be deducted from Contract progress payments due the Contractor.

The Contractor shall be responsible for the costs and liabilities imposed by law as a result of its failure to fully-comply. Costs and liabilities include, but are not limited to, fines, penalties and damages whether assessed against the Agency or the Contractor, including those levied under the Federal Clean Water Act and the State Porter Cologne Water Quality Act. In addition the Agency will deduct, from any monies due the Contractor, the total amount of any legal fees, staff costs, and consultant fees.

Payment. Payment for the implementation of BMPs, including the BMP Manager, construction, deployment, inspection, maintenance, removal, and the furnishing of all necessary labor, equipment, materials, and all other related costs shall be considered as included in the lump sum Bid price for "IMPLEMENTATION OF BMPs."

Payment will be prorated on a monthly basis over the duration of the Contract.

****

SECTION 01 57 19

TEMPORARY AND ENVIRONMENTAL CONTROLS

SECTION 1 - GENERAL

1.1 SUMMARY

This section establishes general control requirements for protection of land and water resources; control of noise, dust, and debris, and other environmental pollution; regulation traffic, and control of other activities of the Contractor and the Contractor's subcontractors in performance of the work of the contract.

1.2 DEFINITIONS

A. Environmental pollution and damage means the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; affect other species of importance to human life; affect other species of importance to humanity; or degrade the utility of the environment for aesthetic, cultural, or historical purposes.

B. Sediment means soil and other debris that has been eroded and transported by storm or well production runoff water.

C. Inert solids/inert waste means non-liquid solid waste including, but not limited to, soil and concrete, that does not contain hazardous waste or soluble pollutants at concentrations in excess of water-quality objectives established pursuant to Division 7 of the California Water Code and does not contain significant quantities of decomposable solid waste.

D. Inert fill means a permitted facility that accepts inert waste such as asphalt and concrete exclusively.

E. Construction and demolition waste includes solid wastes such as building materials, packaging, rubbish, debris, and rubble resulting from construction, remodeling, repair, and demolition operations.

1. Rubbish includes both combustible and noncombustible wastes such as paper, boxes, glass, crockery, metal and lumber scrap, tin cans, and bones.

2. Debris includes both combustible and noncombustible wastes such as leaves and tree trimmings that result from construction or maintenance and repair work.

F. Class III landfill means a landfill that accepts nonhazardous waste such as household, commercial, and industrial waste, including construction, remodeling, repair, and demolition operations.

G. Chemical waste includes petroleum products, bituminous materials, salts, alkalis, herbicides, pesticides, organic chemicals, and inorganic wastes.

H. Sanitary Wastes:

1. Garbage includes refuse and scraps resulting from preparation, cooking, distribution, or consumption of food;

2. Sewage means domestic sanitary sewage.

1.3 SUBMITTALS

A. Comply with pertinent provisions of Section 01 33 00.

B. Environmental Protection Program: Prior to commencement of the work of this contract. Compile and submit to the County the written environmental protection program proposed by the Contractor for compliance with requirements of this section, as defined under paragraph 1.4 below. Meet with the County to review the proposed environmental protection program, make changes in the plan, and secure the County's approval of the written environmental protection program, prior to commencement of the work.

1.4 QUALITY CONTROL

A. Use adequate numbers of skilled workmen thoroughly trained and experienced in the necessary crafts and completely familiar with the specified requirements and methods needed for proper performance of the work of this section. Comply with all pertinent Federal, State, and local regulations pertaining to water, air, solid waste, and noise pollution. Require the Contractor's subcontractors to comply with the provisions of this section.

B. Environmental Protection Program:

1. After award of the contract, and prior to commencement of the work, schedule and conduct a meeting with the County representatives to discuss solid waste management and environmental protection, recycling, and rebate programs required in connection with the work.

2. Not more than 21 calendar days after the meeting, prepare and submit a written and/or graphic Solid Waste Management and Environmental Protection Plan including, but not necessarily limited to:

   a. List of Federal, state and local laws, regulations, and permits concerning environmental protection, pollution control, noise abatement, and noise control that are applicable to the Contractor's proposed operations;

   b. Procedures to be implemented to provide the required environmental protection and to comply with applicable laws and regulations;

   c. Location or locations of solid waste disposal areas proposed to be used by the Contractor, with statement as to current permits or licenses issued to those disposal areas;

   d. Contractor's proposed procedures for recycling and re-use of materials;

   e. Contractor's proposed participation in rebate programs.

   f. Revise and submit the Solid Waste Management and Environmental Protection Plan as required by the County.

   g. Approval of the Contractor's Waste Management and Environmental Protection Plan will not relieve the Contractor of responsibility for adequate and continuing control of pollutants and other environmental protective measures.

3. With each application for progress payment, submit a summary of solid waste generated by the construction and demolition operations.

a. Submit on form copied from the example at the end of this section on a different form acceptable to the County;

b. Include copies of all manifests, weight tickets, receipts, and invoices specifically identifying the work and waste materials from recycling centers, class III landfills, and inert fills.

C. Prepare and maintain a 3-ring binder with rebate information and product identification as required for the County to qualify for rebate programs; submit the binder with final closeout submittals.

SECTION 2 - PRODUCTS

2.1 MATERIALS

Except for materials proposed by the Contractor for compliance with the requirements of this Section, and approved in advance by the County, no materials are needed.

SECTION 3 - EXECUTION

3.1 PROTECTION OF LAND RESOURCES

A. It is intended that land resources within boundaries of the project, but outside the limits of permanent work performed under this contract, shall be preserved in their present condition or be restored to a condition after completion of construction that will appear to be natural and not detract from the appearance of the project.

B. Insofar as possible, confine activities of the Contractor to pertinent areas defined on the drawings or elsewhere in the Contract Documents. Maintain natural drainage patterns. Conduct construction activities in such a manner that ponding or stagnant water conducive to mosquito breeding habitat will not occur at any time.

C. Land Resources: Do not remove, cut, deface, injure, or destroy trees or other vegetation outside the work area limits. Do not remove, cut, deface, injure, or destroy trees or other vegetation inside the work area limits except

as permitted by the County and where land resources are damaged by the Contractor, promptly replace or repair to the approval of the County and at the Contractor's expense.

D. Tree Trimming: In accordance with recognized standards for such work, trim and seal tree limbs overhanging the line of the work and in danger of being damaged by the Contractor's operations. Remove other tree limbs as directed by the County so the tree will present a balanced appearance. Roots: Do not cut any roots unnecessarily during excavating or trenching operations, expose roots 75 mm (3 inches) in diameter of larger, encountered in the course of excavation, and do not sever but wrap them in burlap as a protective measure while exposed, and at the edge of the excavation or trench, neatly trim all roots 25 mm (1 inch) in diameter or larger that are severed in the course of excavation and paint them with a heavy coat of tree seal approved by the County.

E. When and as directed by the County obliterate all signs of temporary construction such as work areas, structures, foundation of temporary structures, stockpiles of excess or waste materials, and other vestiges of construction; Level all temporary roads, parking areas, and other areas which have become compacted or shaped; At unpaved areas where vehicles are operated, provide a suitable surface treatment or wet down periodically to prevent dust from becoming a nuisance, keep haul roads clear of objects which create unsafe conditions, and promptly remove contaminants and construction materials dropped from construction vehicles.

F. Do not drop mud and debris from construction vehicles onto public streets; sweep turning areas and pavement entrances as needed.

3.2 NOISE CONTROL: Do not permit noise levels exceeding the following:

A. Trenchers, pavers, graders, and trucks: 90 dBA at 50 feet as measured under the noisiest operating conditions;

B. All other equipment: 85 dBA at 50 feet.

C. Use whisperized type generators as approved by the County.

D. Jack Hammers: Equip with exhaust mufflers and steel muffling sleeves; Use whisperized type air compressors as approved by the County.

E. Operations: Keep noise equipment as far as possible from noise-sensitive site boundaries, do not leave machines idling, use electric power in lieu of

internal combustion engine power when practicable; Maintain equipment in a manner to reduce noise from excessive vibration, faulty mufflers, and similar sources, provide mufflers on all engines, and schedule operations to minimize their duration at any given location.

F. Monitoring: As needed, provide portable sound metering devices meeting requirements of ANSI S1.4 for Type 2 sound level meters. Promptly locate and correct noncomplying noise levels.

G. Contractor shall take all practical measures to minimize, or eliminate if possible, air borne and structure borne noise generated from construction activities. Contractor shall comply with the ground vibration limits as specified by ANSI S3.29-1983.

H. The use of explosives and riveting will be prohibited.

3.3 RECYCLING REQUIREMENTS

Implement a recycling program which includes separate collection of waste materials. Refer to technical specifications for recycling of building materials via an on-site crushing operation.

3.4 ARCHAEOLOGICAL FINDINGS DURING CONSTRUCTION

There are no known archaeological remains at the project site. Should skeletons, artifacts, or other archaeological remains be uncovered: Suspend operations of this contract at the site of discovery, continue operations in other areas, and notify the County immediately of the finding. Should the discovery site require archaeological studies resulting in delays and/or additional work, the Contractor will be compensated by an adjustment under pertinent provisions of the contract.

3.5 BURNING RUBBISH AND DEBRIS

Do not permit open burning of rubbish, debris, and/or other combustibles on the site.

3.6 DUST CONTROL/AIR QUALITY

A. Contractor shall prevent air borne debris and dust generated during construction activities from traveling outside the area of work in accordance with SCAQMD Rule 403. All loose materials being hauled onto or out of the site in open truck beds or trailers shall be covered in accordance with State

of California Vehicle code Section 23114. Wheels of all vehicles shall be cleaned prior to leaving the Project site.

B. County and City of Los Angeles streets shall be kept free of construction dirt and debris at all times by use of street sweeping equipment. The degree of cleanliness to be maintained will be determined by the County.

C. Contractor shall water down all construction activities, such as excavation that create dust.

D. The Contractor shall provide temporary dust proof enclosures to ensure that particulate matter does not migrate outside of enclosed work areas to adjacent occupied hospital areas. The Contractor's means and methods shall dictate the exact method used to comply with this requirement.

E. Maintain and operate construction equipment so as to minimize exhaust emissions. During construction, the site shall be watered and all equipment cleaned once a day to reduce particulate and dust emissions.

F. The Contractor shall not allow any construction equipment with an internal combustion engine to idle more than five (5) minutes in accordance with California Vehicle Code § 2485 (diesel).

3.7 COMPLIANCE

A. The County will notify the Contractor in writing of any observed noncompliance with the provisions of this section, and will describe actions to be taken. Such notice, when delivered to the Contractor or his authorized representative at the job site, will be deemed sufficient for the purpose. Immediately upon receipt of such notice, initiate the required action or actions.

B. Noncompliance: If the Contractor fails or refuses to comply promptly, the County may issue an order stopping all or part of the work of this contract until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of a claim for extension of time or for excess costs or damages by the Contractor unless it was determined that the Contractor was in compliance.

3.8 TRAFFIC REGULATION

A. Traffic Maintenance: Determine the routing of construction vehicles before starting work, based on restrictions indicated on the drawings and the safeguards and procedures necessary to carry out the work. In addition be responsible for controlling construction traffic within and adjacent to the site, provide all entrances, lifts and safeguards required necessary to the progress of the work, and effectively control such traffic to provide minimum hazard to the work and all persons, route all construction equipment, trucks, and similar vehicles via existing public streets to and from the site as approved by the governing authorities and the Construction Access Plan.

B. Obtain and pay for permits and inspections necessitated by the use of public streets, sidewalks, curbs, and paving. Post guarantees and bonds that may be required, and repair and make good any damages thereto, acceptable to the authorities having jurisdiction, construct and maintain temporary walks and bridges for pedestrians. Keep streets adjacent to the site open to vehicular and traffic.

C. Maintain constant access for police, fire, and ambulance service.

D. Provide and maintain for proper control of traffic and safety of all concerned. All necessary barricades, suitable and sufficient lights, reflectors, and danger signals, warning and closure signs, directional and detour signs, and whatever additional measures necessary.

E. Indicate on a 24-hour basis all restricted and dangerous conditions existing on or adjacent to the site, illuminate barricades, danger signals, warning signs and obstructions and night and keep waning lights burning from one hour before sunset and until one hour after sunrise.

3.9 Parking: Do not permit parking on site to interfere with activities related to the performance of the work. The Contractor is responsible for providing offsite parking for all Contractor construction personnel at no additional cost to the County, if the County provided Contractor parking area does not provide enough parking spaces for construction personnel.

END OF SECTION

SECTION 01 60 00

PRODUCT HANDLING

PART 1 – GENERAL

1.1 DESCRIPTION

A. Work Included: Products scheduled for use in the Work by means including, but not necessarily limited to, those described in this Section.

B. Related Work:

1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.

2. Additional procedures also may be prescribed in other Sections of these Specifications.

1.2 QUALITY ASSURANCE

A. Include within the Contractor's written quality assurance program such procedures as are required to assure full protection of work and materials.

1.3 MANUFACTURER'S RECOMMENDATIONS

A. Except as otherwise approved by the Architect, determine and comply with manufacturer's recommendations on product handling, storage, and protection.

1.4 PACKAGING

A. Deliver products to the job site in their manufacturer's original container, with labels intact and legible.

B. Maintain packaged materials with seals unbroken and labels intact until time of use.

C. Promptly remove damaged material and unsuitable items from the job site, and promptly replace with material meeting the specified requirements, at no additional cost to the County.

D. The Architect may reject as non-complying such material and products that do not bear identification satisfactory to the Architect as to manufacturer, grade, quality, and other pertinent information.

1.5 PROTECTION

A. Protect unfinished surfaces, including jambs and soffits or openings used as passageways, through which equipment and material are handled.

B. Provide protection for finished floor surfaces in traffic areas prior to allowing equipment or materials to be moved over such surfaces.

C. Maintain finished surfaces clean, unmarred, and suitably protected until accepted by the County.

1.6 REPAIRS AND REPLACEMENTS

A. In the event of damage, promptly make replacements and repairs to the approval of the Architect and at no additional cost to the County.

B. Additional time required to secure replacements and to make repairs will not be considered by the County to justify an extension in the Contract Time of Completion.

END OF SECTION

SECTION 01 66 00

TRANSPORT, HANDLING & STORAGE

PART 1 GENERAL

1.01 DESCRIPTION (PREPARATION FOR SHIPMENT)

A. Protection:

1. Protect steel surfaces to ensure that their cleanliness during shipment, storage and erection.

2. Protect structural steel against damage from all sources whether mechanical, chemical or environmental.

1.02 TRANSPORTATION AND HANDLING

A. Verification of intent to ship, arrival date and cartage company must be made known to County by Contractor.

B. Immediately on delivery, a complete and thorough inspection of the structural steel by County and Contractor shall be made. Any damages incurred in shipping or handling shall be replaced promptly by Contractor at no cost to the County.

1.03 STORAGE AND PROTECTION

A. Storage and protection shall be the responsibility of the Contractor.

B. Provide complete weather protection for stored structural steel. Storage must be in Los Angeles County, and all material must be insured.

C. Inspection of stored structural steel to assure it will be free from damage or deterioration shall be provided at no additional cost.

D. All storage, handling and rehandling costs, insurance and responsibility for protection and proper installation of such material is the obligation of the Contractor. No payment, pursuant to this provision for material shall in any way relieve the Contractor of its responsibility to obtain or provide, at its expense, any such material or release the Contractor from any of its obligations under this Contract.

E. Department may enter upon the premises where the material is stored for inspection, checking, or any other purpose he deems necessary.

F. The Contractor will be reimbursed for any Los Angeles County taxes levied against such material while so stored, upon presentation of the receipted tax bill for same.

G. Contractor must furnish with his Request for Payment acceptable evidence showing such material has been paid for in full, together with a verified statement that same is/are free from liens and encumbrances and will be utilized in the work covered by this Contract and a material list sufficient for physical inventory at the storage location.

END OF SECTION

SECTION 01 74 19

CONSTRUCTION AND DEMOLITION DEBRIS RECYCLING FOR LOS ANGELES COUNTY PROJECTS

PART 1 GOAL

Consistent with the County's efforts to comply with the California Integrated Waste Management Act of 1989 (Public Resources code, Section 40000 et seq.), one 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.

PART 2 GENERAL DEBRIS RECYCLING REQUIREMENTS

2.1 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.

2.2 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).

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.

PART 3 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)

3.1 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.

3.2 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.

3.3 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:

a. 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

b. 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.

3.4 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.

3.5 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.

PART 4 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.

PART 5 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 decompostable 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 decompostable matter.

16. **Transfer Station** means a facility that receives unprocessed waste, temporarily stores it, and ships it off-site to another facility.

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: _____

PLAN form I

County of Los Angeles Department of Public Works
Environmental Programs Division

CONSTRUCTION AND DEMOLITION DEBRIS RECYCLING AND REUSE PLAN

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**_____

PLAN form I

County of Los Angeles Department of Public Works
Environmental Programs Division

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	*ABC Recycling* *123 Main Street, Any Town, 98765* *(800) 555-1212*	*Recycle* *60% = 0.60*	*50 tons*	*30 tons* *(0.60 multiplied by 50 tons)*
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: _____

Attachment 4

CONSTRUCTION AND DEMOLITION DEBRIS RECYCLING FACILITIES IN LOS ANGELES COUNTY

Company Name & Address	Phone Number Business Hours	Materials Accepted	Recycling Rate	Services
ANTELOPE VALLEY				
WASTE MANAGEMENT INC. **LANCASTER LANDFILL** 600 East Avenue F Lancaster	(661) 947-7197 Mon - Fri, 9am - 3:30pm Sat 8am - 12pm	C&D debris: wood, metal, drywall, cardboard, rock, soil, gravel, asphalt, concrete	78.14%	Bin service or self-haul
ARROW TRANSIT MIX, INC. 507 East Avenue L-12 Lancaster	(661) 945-7600 Mon - Fri, 7am - 4pm	Asphalt, concrete, concrete blocks, gravel, rocks	100%	Self-haul
SANTA CLARITA VALLEY				
BURRTEC SERVICES	(866) 270-5370 Mon - Fri, 7am - 5pm	C&D debris: wood, metal, drywall, cardboard, rock, soil, gravel, asphalt, concrete	65%	Bin service
REPUBLIC SERVICES	(800) 299-4898 Mon - Fri, 7am - 5pm	C&D debris: wood, metal, drywall, cardboard, rock, soil, gravel, asphalt, concrete	65%	Bin service
SANTA MONICA and WESTERN LOS ANGELES COUNTY				
SOUTHERN CALIFORNIA DISPOSAL 1908 Frank Street Santa Monica	(310) 828-6444 Mon - Sat, 6am - 2pm	C&D debris: wood, metal, drywall, cardboard, rock, soil, gravel, asphalt, concrete	65%	Bin service or self-haul
SAN FERNANDO VALLEY				
AMERICAN RECLAMATION 4560 Doran Street Los Angeles (near Glendale)	(323) 245-0125 Mon - Fri, 7am - 5pm Sat, 7am - 3pm	C&D debris: wood, metal, drywall, cardboard, rock, soil, gravel, asphalt, concrete	70%	Bin service
BRADLEY EAST TRANSFER STATION 9227 Tujunga Avenue Sun Valley	(818) 767-6180 Mon - Fri, 7am - 5pm	Wood, tree trimmings, green waste	100%	Self-haul
RECOLOGY LOS ANGELES **formerly CROWN DISPOSAL** 9147 DeGarmo Avenue Sun Valley	(818) 767-6000 open 24 hours, 7 days	C&D debris: wood, metal, drywall, cardboard, rock, soil, green waste gravel, asphalt, concrete	81.62%	Bin service or self-haul
EAST VALLEY DIVERSION - WM 11616 Sheldon Street Sun Valley	(818) 252-0019 Mon - Fri, 6am - 6pm Sat, 6am - 3pm	C&D debris: wood, metal, drywall, cardboard, rock, soil, gravel, asphalt, concrete	74.94%	Bin service or self-haul
NORTH HILLS RECYCLING 11700 Blucher Avenue Granada Hills	(818) 364-1278 Mon - Sat, 6am - 6pm	Brush, logs, plants, tree trimmings, and clean lumber	100%	Bin service or self-haul
RAMCO 9005 Bradley Avenue Sun Valley	(818) 767-0700 24 hours, 6am Monday until 4pm Saturday	Asphalt, concrete, gravel, rock, and sand. No dirt	100%	Self-haul or on-site crushing

CONSTRUCTION AND DEMOLITION DEBRIS
RECYCLING FACILITIES IN LOS ANGELES COUNTY

Company Name & Address	Phone Number Business Hours	Materials Accepted	Recycling Rate	Services
THE REUSE PEOPLE 3015 Dolores Street Los Angeles (near Glendale)	(818) 244-5635 Mon - Fri, 10am - 5pm Sat, 10am - 4pm	Architectural salvage	100%	Self-haul
VALLEY BASE MATERIALS 8960 Bradley Avenue Sun Valley	(818) 767-3088 open 24 hours, 7 days	Asphalt, concrete, concrete block, gravel, rock	100%	Self-haul or on-site crushing
VULCAN MATERIALS 11401 West Tuxford Street Sun Valley	(818) 983-0146 Mon - Fri, 6:30am-2:30pm	Asphalt grindings, concrete	100%	Self-haul

SAN GABRIEL VALLEY and SOUTHEAST LOS ANGELES COUNTY

CONSTRUCTION & DEMOLITION RECYCLING, INC. 9309 Rayo Avenue South Gate	(323) 357-6900 Mon - Fri, 4am - 4pm Sat, 4am - 4pm	C&D debris: wood, metal, drywall, cardboard, rock, soil, gravel, asphalt, concrete	80.73%	Bin service or self-haul
DAN COPP CRUSHING 12017 Greenstone Avenue Santa Fe Springs	(800) DUMPSITE Mon - Fri, 7am - 3:30pm Sat, 7am - 1pm	Asphalt, concrete, gravel, rock	100%	Self-haul or on-site crushing
GREENCYCLE 12815 East Imperial Highway Santa Fe Springs	(562) 906-5223 Mon - Fri, 6:30am - 5pm Sat, 7am - 5pm	Wood, soil, and greenwaste including palm and yucca	100%	Self-haul
LB CRUSHING 13620 Live Oak Lane Irwindale	(951) 691-0625 Mon - Fri, 6:00am - 4pm Sat, 6:00am-2:00pm	Asphalt, concrete	100%	Pick-up or portable crushing
PASADENA ARCHITECTURAL SALVAGE 2600 East Foothill Boulevard Pasadena	(626) 535-9655 Tue - Sat, 9am - 5pm Sun, 12pm - 5pm	Architectural salvage	100%	Self-haul
PECK ROAD GRAVEL 128 East Live Oak Avenue Monrovia	(626) 574-1855 Mon - Fri, 6am - 4:30pm Sat, 6:00am-2:30pm	Asphalt, concrete, brick	100%	Self-haul
SILVERLAKE ARCHITECTURAL SALVAGE 169 Cook Street Pasadena	(626) 445-1092 Daily, 11am - 5pm	Architectural salvage	100%	Self-haul
RECYCLED WOOD PRODUCTS 1313 East Phillips Boulevard Pomona	(909) 868-6882 Mon - Fri, 7am - 5pm Sat, 7am - 1pm	Green waste, soil	100%	Bin service or self-haul

CITY OF LOS ANGELES AND CENTRAL LOS ANGELES COUNTY

25TH STREET RECYCLING 2121 East 25th Street Los Angeles	(323) 583-7913 Mon - Fri, 6:30am - 11pm Sat, 6am - 6pm	Concrete, concrete block, asphalt	100%	Self-haul
CALIFORNIA WASTE SERVICES 621 West 152nd Street Gardena	(800) 839-5550 Mon - Fri, 6am - 10pm Sat, 7am - 7pm	C&D debris: wood, metal, drywall, cardboard, rock, soil, gravel, asphalt, concrete	78.36%	Bin service or self-haul

CONSTRUCTION AND DEMOLITION DEBRIS
RECYCLING FACILITIES IN LOS ANGELES COUNTY

	Company Name & Address	Phone Number Business Hours	Materials Accepted	Recycling Rate	Services
	CLEAN UP AMERICA 2900 East Lugo Street Los Angeles	(323) 980-9930 Mon - Sat, 5:30am- 4pm	C&D debris: wood, metal, drywall, cardboard, rock, soil, gravel, asphalt, concrete	70%	Bin service or self-haul
	DIRECT DISPOSAL 3720 Noakes Street Los Angeles (East L. A.)	(323) 262-1604 Mon - Fri, 5am - 4pm Sat, 6am - 11am	C&D debris: wood, metal, drywall, cardboard, rock, soil, gravel, asphalt, concrete	78.20%	Bin service or self-haul
	DOWNTOWN DIVERSION - WM 2424 East Olympic Boulevard, Bldg. 3 Los Angeles	(213) 612-5005 Mon - Fri, 6am - 6pm Sat, 6am - 3pm	C&D debris: wood, metal, drywall, cardboard, rock, soil, gravel, asphalt, concrete	81.38%	Bin service or self-haul
	FREEWAY BUILDING MATERIALS 1124 South Boyle Avenue Los Angeles	(323) 261-8904 Mon - Fri, 8am - 4pm Sat, 8am - 3pm	Architectural salvage	100%	Self-haul
	SOUTHERN CALIFORNIA ARCHITECTURAL SALVAGE 1600 South Santa Fe Avenue Los Angeles	(213) 623-3119 Mon - Fri, 8am - 5pm Sat - Sun, 9:30am - 3pm	Architectural salvage	100%	Self-haul
	CITY OF LONG BEACH and SOUTHERN LOS ANGELES COUNTY				
	ALLIED WASTE FALCON 3031 East "I" Street Wilmington	(562) 590-8531 Mon - Fri, 6am - 6pm Sat, 6am - 2pm	C&D debris: wood, metal, drywall, cardboard, rock, soil, gravel, asphalt, concrete	65%	Bin service or self-haul
	HANSON AGGREGATES 6956 Cherry Avenue North Long Beach	(626) 856-6700 Option 1 Mon - Fri, 7am - 3:30pm Sat. 7am -2pm	Asphalt, concrete	100%	Self-haul
	HANSON AGGREGATES 2850 California Avenue South Long Beach	(626) 856-6700 Option 1 Mon - Fri, 7am - 3:30pm	Asphalt, concrete	100%	Self-haul

All Recycling Rates are based on the City of Los Angeles List and County of Los Angeles Data Research.

Updated March 9, 2016

The companies listed and the information presented are subject to change without notice and are based on the most readily available information. The companies listed are not endorsed or recommended by the County, nor is the list necessarily inclusive of all recycling companies in the region.

If you are a recycling company and you would like to be added to the database, or you have information to update the existing list, please call the Construction & Demolition Unit at (626) 458-3517

SECTION 01 74 23

FINAL CLEANING

1.00 GENERAL

1.01 DESCRIPTION

A. Principal work in this Section:

1. Keep premises, adjacent private properties and public properties free from accumulations of waste, debris and rubbish caused by construction operations.

2. At completion of work, remove waste materials, rubbish, tools, equipment, machinery and surplus materials, and clean all exposed surfaces.

1.02 SAFETY REQUIREMENTS

A. Standards: Maintain Project in accord with State and local safety and insurance standards.

B. Hazard control:

1. Store volatile wastes in covered metal containers, and remove from premises daily.

2. Prevent accumulation of wastes which create hazardous conditions.

3. Provide adequate ventilation during use of volatile or noxious substances.

C. Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.

1. Do not burn or bury rubbish and waste materials on Project site.

2. Do not dispose of volatile wastes such as mineral spirits, oil, or paint thinner in storm or sanitary drains. Store in containers with tight-fitting lids and remove to legal dump site.

3. Special reference is made to the Los Angeles County Department of Public Works Storm Water Pollution Control Requirements for Construction Sites which require implementation of the NPDES standards. <u>The cost of implementing the NPDES standards and adhering to the Storm Water Pollution Control Requirements must be included in the lump sum bid for the Project.</u>

2.00 PRODUCTS (Not applicable)

3.00 EXECUTION

3.01 DURING CONSTRUCTION

A. Remove or paint over, as appropriate to the substrate, graffiti on the site or surrounding fence daily.

B. Wet down materials and rubbish to lay dust and prevent it from blowing.

C. Provide on-site covered containers for collection of waste materials, debris and rubbish. Provide a collection can at each location used as an eating area. Pick-up all garbage daily.

D. Remove waste materials, debris and rubbish from site and legally dispose of at legal public or private dumping areas off County's property.

E. Handle materials in a controlled manner with as few handlings as possible; do not drop or throw materials from heights.

F. Comply with the County of Los Angeles Department of Health design /construction and maintenance risk assessment: Policies and Procedures Infection Control Policy Guidelines Procedure No.918.01.

3.02 FINAL CLEANING

A. In preparation for Substantial Completion or Occupancy conduct final inspection of all work.

B. Repair, patch and touch-up marred surfaces to specified finish to match adjacent surfaces.

C. Contaminated earth:

1. Final clean-up operation includes the removal and disposal of earth contaminated or unsuitable for support of plant life in planting areas, and filling of resulting excavations with suitable soil.

2. Contaminated areas include those used for disposal of waste concrete, mortar, plaster, masonry, and similar materials, areas in which washing out of concrete and plaster mixers or washing of tools and like cleaning operations have been performed, and areas that have been oiled, paved, or chemically treated.

3. Do not dispose of waste oil, solvents, paints, solutions, or like penetrating material by depositing or burying on County's property. All

material shall be disposed in accordance with all regulatory requirements.

D. Broom clean paved surfaces; rake clean other surfaces of grounds.

E. Keep Project clean until Final Acceptance by the County.

END OF SECTION

SECTION 01 75 00

PROJECT ADDED STOCK

PART 1 – GENERAL

1.01 DESCRIPTION

A. Work in This Section: Principal items include:

1. Providing Added Stock Materials to the Owner.

B. Related Work Not in This Section:

1. Project Closeout.

2. Documents affecting Work of this Section include, but are not necessarily limited to, sections in all divisions of these Specifications.

1.02 QUALITY ASSURANCE

A. Delegate the responsibility for maintenance of Added Stock to one person on the Contractor's staff as approved by the County.

B. All materials shall be delivered to the County in original, unopened containers bearing the manufacturer's original labels.

1.03 SUBMITTALS

A. Comply with pertinent provisions of Section 01 33 23.

B. Prior to submitting request for final payment, transmit the final Project Added Stock to the County and secure County approval.

1.04 ADDED STOCK PROTECTION AND HANDLING

A. Maintain the Added Stock completely protected from deterioration, loss and damage until completion of the Work and transfer of all recorded data to the final Project Record Documents.

PART 2 – PRODUCTS

2.01 ADDED STOCK

A. All materials delivered, as Added Stock, shall exactly match the materials used on the project. Materials shall be from the same dye-lots, production runs, and color matching and match the installed materials.

PART 3 - EXECUTION

3.01 SCHEDULE OF MATERIALS

TBD by PM based on Project Requirements

Section/ Drawings	Item	Quantity

3.02 DELIVERY

A. Transmit all materials to the County in one submission at the completion of the Project. The Contractor is not to use the Added Stock materials for Punchlist and repairs.

SECTION 01 77 00

CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Sections of the Specifications, apply to this section.

1.02 SUMMARY

This section includes administrative and procedural requirements for contract closeout including, but not limited to, the following:

A. Inspection procedures.
B. Project record document submittal.
C. Operation and maintenance manual submittal.
D. Submittal of warranties.
E. Final cleaning.

1. Closeout requirements for specific construction activities are included in the appropriate sections.

1.03 SUBSTANTIAL COMPLETION

A. Preliminary Procedures: Before requesting inspection for certification of Substantial Completion, complete the following. List exceptions in the request:

1. In the application for payment that coincides with, or first follows, the date substantial completion is claimed, show one hundred (100) percent completion for the portion of the Work claimed as substantially complete.

a. Include supporting documentation for completion as indicated in these Contract Documents and a statement showing an accounting of changes to the contract sum.

b. If one hundred (100) percent completion cannot be shown, include a list of incomplete items, the value of incomplete construction, and reasons the Work is not complete.

2. Prepare and deliver to the County a completion list enumerating all items of work not complete, the work required to complete the items of work, the reason that each item is not complete, the action taken by the Contractor to complete all other work in light of the item at work remaining, and the date that the item of work will be completed.

3. Advise the County of pending insurance changeover requirements.

4. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications, and similar documents.

5. Obtain and submit releases enabling the County unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.

6. Submit record drawings, operation and maintenance manuals, project photographs, damage or settlement surveys, property surveys, and similar final record information.

7. Deliver tools, spare parts, extra stock, and similar items.

8. Make final changeover of permanent locks and transmit keys to the County. Advise the County's personnel of changeover in security provisions.

9. Complete startup testing of systems and instruction of the County's operation and maintenance personnel. Discontinue and remove temporary facilities from the site, along with mock-ups, construction tools, and similar elements.

10. Complete final cleanup requirements, including touch-up painting.

11. Touch up and otherwise repair and restore marred, exposed finishes.

B. Inspection Procedures: On receipt of a request for inspection, the County and the Architect will either proceed with inspection or advise the Contractor of unfilled requirements. The architect will prepare the Certificate of Substantial Completion following inspection or advise the Contractor of construction that must be completed or corrected before the certificate will be issued.

1. The County and the Architect will repeat inspection when requested and assured that the Work is substantially complete. If, after making such reinspection, the County determines that the work is not substantially complete, the Contractor shall be responsible for the cost

that the County and the Architect incurred in the performance of additional inspections for the purpose of determining Substantial Completion.

2. Results of the completed inspection will form the basis of requirements for final acceptance.

1.04 FINAL ACCEPTANCE

A. Preliminary Procedures: Before requesting final inspection for certification of final acceptance and final payment, complete the following.

1. Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include insurance certificates for products and completed operations where required.

2. Submit an updated final statement, accounting for final additional changes to the contract sum.

3. Submit a certified copy of the architect's final inspection list of items to be completed or corrected, endorsed, and dated by the architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance and shall be endorsed and dated by the architect.

4. Submit final meter readings for utilities, a measured record of stored fuel, and similar data as of the date of Substantial Completion or when the County took possession of and assumed responsibility for corresponding elements of the Work.

5. Submit consent of surety to final payment.

6. Submit a final liquidated damages settlement statement.

7. Submit evidence of final, continuing insurance coverage complying with insurance requirements.

B. Reinspection Procedure: The County will reinspect the Work upon receipt of notice that the Work, including inspection list items from earlier inspections, has been completed.

1. Upon completion of reinspection, the County will prepare a certificate of final acceptance. If the Work is incomplete, the architect will advise the

Contractor of Work that is incomplete or of obligations that have not been fulfilled, but are required for final acceptance.

2. If necessary, reinspection will be repeated, and the Contractor shall be responsible for the costs of the County and the Architect incurred in the performance of the reinspection or reinspections.

1.05 RECORD DOCUMENT SUBMITTALS

A. General: Do not use record documents for construction purposes. Protect record documents from deterioration and loss in a secure, fire-resistant location. Provide access to record documents for the architect's reference during normal working hours.

B. Record Drawings: Maintain a clean, undamaged set of blue or black line white-prints of Contract Drawings and Shop Drawings. Mark the set to show the actual installation where the installation varies substantially from the Work as originally shown. Mark which drawing is most capable of showing conditions fully and accurately. Where Shop Drawings are used, record a cross-reference at the corresponding location on the Contract Drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date.

1. Mark record sets with red erasable pencil. Use other colors to distinguish between variations in separate categories of the Work.

2. Mark new information that is important to the County, but was not shown on Contract Drawings or Shop Drawings.

3. Note related Change-Order numbers where applicable.

4. Organize record drawing sheets into manageable sets. Bind sets with durable-paper cover sheets and print suitable titles, dates, and other identification on the cover of each set.

C. Record Specifications: Maintain one complete copy of the Project Manual, including addenda. Include with the Project Manual one (1) copy of other written construction documents, such as Change Orders and modifications issued in printed form during construction.

1. Mark these documents to show substantial variations in actual Work performed in comparison with the text of the Specifications and modifications.

2. Give particular attention to substitutions and selection of options and information on concealed construction that cannot otherwise be readily discerned later by direct observation.

3. Note related Record Drawing information and product data.

4. Upon completion of the Work, submit record Specifications to the architect for the County's records.

D. Record Product Data: Maintain one (1) copy of each product data submittal. Note related Change Orders and markup of Record Drawings and Specifications.

1. Mark these documents to show significant variations in actual Work performed in comparison with information submitted. Include variations in products delivered to the site and from the manufacturer's installation instructions and recommendations.

2. Give particular attention to concealed products and portions of the Work that cannot otherwise be readily discerned later by direct observation.

3. Upon completion of markup, submit complete set of record product data to the architect for the County's records.

E. Record Sample Submitted: Immediately prior to Substantial Completion, the Contractor shall meet with the architect and the County's personnel at the Project site to determine which samples are to be transmitted to the County for record purposes. Comply with the County's instructions regarding delivery to the County's sample storage area.

F. Miscellaneous Record Submittals: Refer to other Specification Sections for requirements of miscellaneous record keeping and submittals in connection with actual performance of the Work. Immediately prior to the date or dates of Substantial Completion, complete miscellaneous records and place in good order. Identify miscellaneous records properly and bind or file, ready for continued use and reference. Submit to the architect for the County's records.

G. Maintenance Manuals: Organize operation and maintenance data as described in Section 01 78 23, Operations and Maintenance manuals.

PART 2 - PRODUCTS

Not Applicable

PART 3 - EXECUTION

3.1 CLOSEOUT PROCEDURES

A. Operation and Maintenance Instructions: Arrange for each Installer of equipment that requires regular maintenance to meet with the County's personnel to provide instruction in proper operation and maintenance. Provide instruction by manufacturer's representatives if installers are not experienced in operation and maintenance procedures. Include a detailed review of the following items:

1. Maintenance manuals.
2. Record documents.
3. Spare parts and materials.
4. Tools.
5. Lubricants.
6. Fuels.
7. Identification systems.
8. Control sequences.
9. Hazards.
10. Cleaning.
11. Warranties and bonds.
12. Maintenance agreements and similar continuing commitments.

B. As part of instructions for operating equipment, demonstrate the following procedures:

1. Startup.
2. Shutdown.
3. Emergency operations.
4. Noise and vibration adjustments.
5. Safety procedures.
6. Economy and efficiency adjustments.
7. Effective energy utilization.

C. See additional requirements for training in the specification sections.

3.2 FINAL CLEANING

A. General: The General Conditions require general cleaning during construction. Regular site cleaning is included in Division 1, Section 01 74 23, " Final Cleaning."

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to the condition expected in a normal,

commercial building cleaning and maintenance program. Comply with manufacturer's instructions.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion.

   a. Remove labels that are not permanent labels.

   b. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other substances that are noticeable vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials.

   c. Clean exposed exterior and interior hard-surfaced finishes to a dust-free condition, free of stains, films, and similar foreign substances. Restore reflective surfaces to their original condition. Leave concrete floors broom clean. Vacuum carpeted surfaces.

   d. Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication and other substances. Clean plumbing fixtures to a sanitary condition. Clean light fixtures and lamps.

   e. Clean the site, including landscape development areas, of rubbish, litter, and other foreign substances. Sweep paved areas broom clean and remove stains, spills, and other foreign deposits. Rake grounds that are neither paved nor planted to a smooth, even-textured surface.

C. Pest Control: Engage an experienced, licensed exterminator to make a final inspection and rid the project of rodents, insects, and other pests. Provide six (6) copies of each pest control inspection report to the County.

D. Removal of Protection: Remove temporary protection and facilities installed for protection of the Work during construction.

E. Compliance: Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the County's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from the site and dispose of lawfully.

* * *

SECTION 01 78 23

OPERATIONS AND MAINTENANCE

PART 1 - GENERAL

1.01 WORK INCLUDED

A. To aid the continued instruction of operating and maintenance personnel, and to provide a positive source of information regarding the products incorporated into the Work, furnish and deliver the data described in this Section and in other Sections of Division 1.

1.02 SUBMITTALS

A. Submit three (3) copies of a preliminary draft of the proposed Manual or Manuals to the Agency for review and comments.

B. Unless otherwise directed in other Sections, or in writing by the Agency, submit five (5) copies of the final Manual along with (1) copy of Manual on CD or flash drive the latest version of Word and/or PDF File format to County Project Manager prior to indoctrination of operation and maintenance personnel.

PART 2 - PRODUCTS

2.01 INSTRUCTION MANUALS

A. Where Instruction Manuals are required to be submitted under other Sections of these Specifications, prepare in accordance with the provisions of this Section.

B. Format:

1. Size: 8-1/2" x 11"

2. Paper: White bond, at least 20-lb. Weight

3. Test: Neatly written or printed

4. Drawings: 11" in height preferable; bind in with text; foldout acceptable; larger drawings acceptable but to fit within the Manual and provide a drawing pocket inside rear cover or bind in with test.

5. Sheets: Separate each portion of the Manual with neatly prepared flysheets briefly describing content of the ensuing portion; flysheets may be in color.
6. Measurements: Provide measurements in U.S. standard units such as feet and inches, lbs, and cfm; where items may be expected to be measured within ten years in accordance with metric formula, provide additional measurements in the "International Systems of Units" (SI).

C. Provide front and back covers for each Manual, using durable material approved by Engineer and clearly identified on or through the cover with at least the following information:

OPERATING AND MAINTENANCE INSTRUCTIONS

- name and address of Work
- name of Contractor
- general subject of this Manual
- space for approval signature of Architect and approval date

D. Contents: Include at least the following:

1. Neatly typewritten index near the front of the Manual, giving immediate information as to location within the Manual of emergency information regarding the installation.

2. Complete instructions rearing operation and maintenance of equipment.

3. Complete nomenclature of part of equipment.

4. Complete nomenclature and part number of replaceable part, name and address of nearest vendor, and all other data pertinent to procurement procedures.

5. Copy of guarantees and warranties issued.

6. Manufacturers' bulletins, cuts, and descriptive data, where pertinent, clearly indicating the precise items included in this installation and deleting, or others that are not relevant to this installation.

7. Such other data as required in pertinent Section of these Specifications.

PART 3 - EXECUTION

3.01 PREPARATION OF MANUAL

A. General

1. Prepare data in the form of an instructional Manual.

2. When multiple binders are used, correlate data into related, consistent groupings.

B. Include a directory for each product. Provide names, addresses and telephone numbers of Contractor, sub-contractor, suppliers, installers and authorized service and parts suppliers. Format as follows:

1. General Contractor: _____
   Address: _____
   Telephone No.: _____
   Person to Contact: _____

2. Subcontractor:
   Address: _____
   Telephone No.:_____
   Person to Contact: _____

3. Installer: _____
   Address: _____
   Telephone No.: _____
   Person to Contact: _____

4. Manufacturer:_____
   Address:_____
   Telephone No.: _____
   Person to Contact:

5. Local Service Representative:_____
   Address: _____
   Telephone No.: _____
   Person to Contact: _____

C. Identify each product by product name and other identifying symbols as set forth in Contract Documents.

1. Product Data: Include only those sheets pertinent to specific product. Clearly identify pertinent data; line out inapplicable test.

2. Drawings: Supplement product data with drawings as necessary. Coordinate drawings with information in Project records Documents to ensure correct illustration of completed installation.

3. Written test, as required to supplement product data for particular installation.

4. Submittal format and content: Provide each of the following items, as applicable, for each required items or system. Requirements will vary, depending on the equipment. Refer also to specific Specification Section requirements.

5. System description: Provide a detailed narrative description of each system, describing function, components, capacities, controls and other data specified and including the following:

   a. Number of
   b. Sizes
   c. Type of operation
   d. Detailed operating instructions, including start up and shutdown of each system, with indications for position of controls, as applicable.

6. Wiring diagrams: Complete wiring diagrams for internally wired components including controls.

7. Operating sequence: Describe in detail.

8. Manufacturers' data: Provide catalog data sheets, specifications, nameplate data and parts list.

9. Preventative maintenance: Provide manufacturers' detailed maintenance recommendations.

10. Troubleshooting: Provide manufacturers' sequence for troubleshooting procedures foe operational problems.

11. Extra parts: Provide a listing of extra stock parts furnished as part of the Contract.

12. Warranties: Provide specific manufacturer's warranty. List each component and control covered, with day and date warranty begins, date of expiration, name, address and telephone number of person to contact regarding problems during warranty period.

13. Provide operating and maintenance data on work required by the Scope of Work.

14. Fire alarm system program shall be copied onto a flash drive as indicated in the relevant specification section as a part of the operations turn over.

3.03 INSTRUCTION OF COUNTY'S PERSONNEL

A. Prior to final inspection and acceptance, instruct County's designated and maintenance personnel in operation, adjustment and maintenance of products equipment and systems.

B. Operation and Maintenance Manual shall constitute the basis of instruction.

* * *

SECTION 01 78 36

GUARANTEES AND WARRANTIES

PART 1 GENERAL

1.01 REQUIREMENTS

A. Section Includes: Requirements for the compilation and submittal of guarantees, warranties, and other documents specified.

1. Compile specified guarantees and warranties.
2. Compile specified service and maintenance contracts.
3. Co-execute submittals when so specified.
4. Review submittals to verify compliance with Contract Documents.
5. Submit to County's Representative for review with transmittal to the County.

B. Related Sections:

1. Section 01 33 00 Submittals.

1.02 SUBMITTAL REQUIREMENTS

A. General: Make submittals in accordance with the relevant requirements of Section 01 33 00.

B. Requirements:

1. Assemble warranties, bonds, and service and maintenance contracts, executed by each of the respective manufacturers, supplies and subcontractors.

2. Submit two original, signed copies, each.

3. Table of Contents: Neatly typed, in orderly sequence. Provide complete information for each item.

a. Product or work item.
b. Firm, with name of principal, address and telephone number.
c. Scope.

d. Date of beginning of warranty, bond, or service and maintenance contract.
e. Duration of guarantee, warranty, or services and maintenance contract.
f. Provide information for County personnel:
   (1) Proper procedure in case of failure.
   (2) Instances which might affect the validity of guarantee or warranty.
g. Contractor, name of responsible principal, address, and telephone number.

1.03 FORM OF SUBMITTALS

A. Prepare in duplicate packets.

B. Format:

1. Size 8 1/2-inches by 11-inches, punch sheets for standard 3-ring binder.

2. Fold larger sheets to fit into binders.

3. Cover: Identify each packet with typed or printed title (GUARANTEES AND WARRANTIES).

List:
a. Title or project.
b. Name of Contractor.

C. Binders: Commercial quality, three-ring, with durable and cleanable plastic covers.

1.04 TIME OF SUBMITTALS

A. For equipment or component parts of equipment put into services during progress of construction:

1. Submit documents within 10 days after inspection and acceptance.

B. Otherwise make submittals within 10 days after Date of Substantial Completion, prior to final request for payment.

C. For items of work, where acceptance is delayed materially beyond Date of Substantial Completion, provide updated submittal within 10 days after acceptance, listing date of acceptance as start of guarantee/warranty period.

1.05 SUBMITTALS REQUIRED

A. Submit guarantees, warranties, and service and maintenance contracts as specified in pertinent Sections of Specification.

* * * *

SECTION 01 78 39

PROJECT RECORD DOCUMENTS

PART 1 GENERAL

1.1 SUMMARY

A. Project Record Documents required include:

1. Marked-up copies of Contract Drawings.

2. Marked-up copies of Shop Drawings.

3. Newly prepared Drawings.

4. Marked-up copies of Specifications, addenda and Change Orders.

5. Marked-up Product Data submittals.

6. Record Samples.

7. Field records for variable and concealed conditions.

8. Record information on Work that is recorded only schematically.

B. Maintenance of Documents and Samples: Store record documents and Samples in the field office apart from Contract Documents used for construction. Do not permit Project Record Documents to be used for construction purposes. Maintain record documents in good order, and in a clean, dry, legible condition. Make documents and Samples available at all times for inspection by the Architect and the County.

1.2 RECORDING

A. Record drawings shall include dimensions from not less than two permanent and salient building points.

B. Post changes and modifications to the Documents as they occur. Do not wait until the end of the Project.

C. The Architect and the County Project Manager will periodically review record documents to assure compliance with this requirement.

1.3 PROCEDURES

A. Promptly following Contract Award, General Contractor shall secure from the County one complete set of Specifications and prints of the Contract Drawings and mark them as “Project Record Documents.”

B. Timing of Entries: Make entries within 24 hours after receipt of information.

C. Contractor shall be responsible for maintaining and recording changes on “Project Record Document” set.

D. Do not use “Project Record Documents” set for any purpose except entry of new data and for review by the Architect and County Inspector. Maintain separate job sets for subcontractors and workers daily use.

E. Maintain “Project Record Documents” set at job site where designated by the Architect and the County Project Manager.

F. Use all means necessary to protect "Project Record Documents" set from deterioration, loss or damage until completion of work.

G. Making Entries On "Project Record Documents" Drawings: Using an erasable color pencil, other than blue, not ink or indelible pencil, clearly describe change by note and by graphic line as required. Date entries. Call attention to entry by a "cloud" around area or areas affected. In even of overlapping changes, different colors may be used for each change.

1. Changes due to approved change orders may be indicated by referencing change order number and scope of change in lieu of revising "Project Record Documents".

2. Location and depth below finish grade or above ceilings and attic spaces of utilities shall be fully dimensioned and indicated on "Project Record Documents". Dimensions shall be taken to building lines of permanent landmarks.

H. The Architect's approval of current status of "Project Record Documents" will be a prerequisite to the Architect's approval of requests for progress payments and request for final payment.

1. Progress Approvals: Prior to submitting each request for progress payments, secure the County Inspector's approval of status of "Project Record Documents."

2. Prior to submitting request for final payment and final inspection, General Contractor shall submit "Project Record Documents" set to the County Inspector, with transmittal letter, in duplicate, for approval and further processing.

3. The General Contractor shall certify that the "Project Record Documents" are complete and accurately reflect all changes or modifications to the original Construction Documents.

INSTRUCTIONS
TO
EXHIBITS 1-4

EXHIBITS 1, 2, 3 AND 4

Los Angeles County Sheriff's Department

EXHIBIT 1 Custody Facility Clearance Application (3 pages) must be approved by Los Angeles County Sheriff's Department (LASD) for individuals to attend the optional Pre-Bid Conference/Site Visitation on Thursday, September 21, 2023 at 10:00 a.m., and on Wednesday, October 4, 2023 at 10:00 a.m. at 11705 S. Alameda Street Lynwood CA 90262.

1) Bidders must read Custody Facility Clearance Application for disqualification criteria. Bidders that do not have disqualification criteria may complete Section 1 of the Custody Facility Clearance Application. Also, review terms, conditions, and guidelines on page 3 and then sign, print name, type in Driver's License Number, and date.

2) Bidders must complete Section 1 of the Short Term Application Custody Facility Clearance Application and email a **color copy** of the applicant's Driver's License (**FRONT AND BACK**) to the Contract Administrator, Simon Lee: email is simonlee@dpw.lacounty.gov by 9 a.m. on September 14, 2023 (for September 21, 2023 site visit) and by 9 a.m. on September 27, 2023 (for October 4, 2023 site visit). The Contract Administrator will forward the applications and Driver's Licenses to the Los Angeles County Sheriff's Department for approval to visit Twin Towers Correctional Facility (TTCF). The Contract Administrator will update Bidders on their applications approval.

LASD may require masks to be worn inside all custody facilities.

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

The Successful Bidder will need to complete the following with LASD:

Long Term-1 Year Application Custody Facility Clearance Application (**EXHIBIT 2**).

Annual Personal Information Form (**EXHIBIT 3**).

Provide a colored copy of the applicant’s California Driver’s License.

For long term requests, the applicant will be required to complete a live scan at LASDs Monterey Park office and attend a security clearance orientation via Zoom.

Long-term clearances are only valid for 1 year from the date of approval.

The County Project Manager must contact the LASD Project Manager before the expiration date to extend the security clearance and prevent badge deactivation.

EXHIBIT 4 CONFIDENTIALITY AGREEMENT-LASD-FACILITIES PLANNING BUREAU

Bidders must sign and complete Confidentiality Agreement-LASD-Facilities Planning Bureau and email to the Contract Administrator, Simon Lee, at SimonLee@dpw.lacounty.gov. The Contract Administrator will forward the Confidentiality Agreement to the Los Angeles County Sheriff's Department for approval to receive a link to plans and technical specifications. If bidder is approved, the Contract Administrator will email the link to the bidder.

EXHIBIT 1

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

Custody Facility Clearance Application

Type of Access (circle one):	*One Day/Short Term*	*Religious Volunteer / Clergy*
Fill in the following sections	(1, 2 & 4)	(1, 3 & 4)

Application must be submitted with a color copy of the applicant's Driver's License or Identification Card (7) business days prior to visit

Please review the below disqualification criteria for all applicants prior to completion:

- Is currently on Probation or Parole (County, State, or Federal)
- Registered as a sex offender, narcotics offender, or arson offender
- Have been convicted and incarcerated in any Federal prison, State prison, or County jail within the last 7 years
- Are currently listed as a restrained person on a Protective Order/Restraining Order
- Have had an affiliation with a criminal street gang or any person of notorious reputation within the last 15 years
- Have omitted requested information, offered misstatements, lied, or provided incomplete statements on the current or any

  previous security clearance application
- Have active warrants or pending criminal cases
- Have used any controlled substance without a physician's prescription within the last 5 years
- Have attempted to escape or been convicted of aiding and abetting an escape from any Federal prison, State prison, or County jail
- Have a lengthy history of criminal offenses

  Have a felony conviction pursuant to Penal Code 1192.7(c) and/or; misdemeanor conviction pursuant to Penal Code 667.5(c) which may include but are not limited to:

  - Murder or Attempted Murder within the last 15 years
  - Weapons law violation within the last 15 years
  - A serious or violent felony, including charges that were considered serious or violent and or categorized as a serious or violent felony at the time of conviction, within the last 15 years, or convicted of a serious or violent misdemeanor within the last 3 years
  - Possession of a controlled substance for sale within the last 15 years
  - Assault on a Peace Officer/Emergency Personnel within the last 15 years
  - Engaging in sexual abuse in a prison, jail, lock-up, community confinement facility, juvenile facility, or other institution (as defined in 42 U.S.C. 1997)
  - Engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse, or been civilly or administratively adjudicated to have engaged in the activity described in this section
  - Bringing a controlled substance or unauthorized item into a Federal prison, State prison, or County jail
- Presents any safety and security concerns that warrant denying a security clearance per the Unit Commander's discretion

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

Custody Facility Clearance Application

Section 1 - To be completed by Applicant

Name:	**DOB:**	**CDL /ID #:**
Address:	**City:**	**Zip:**
Home Phone: ( )	**Cell Phone: ( )**	**Gender: Male Female Non-Binary**
Employer Name:	**Work Phone: ( )**	
Email Address:	**Emergency Contact Name/Phone:**	

Section 2 - To be completed by LASD Sponsor / Project Coordinator / Authorized Department Sponsor

Requested Facility: CRDF	**Date of visit:**	**Unit Requesting:** FSB / FPB
Escort Name: EFRIM WILBORN and CHIN KIM		**Phone:** 323-568-4745 / 323-526-5649
Sponsor Approval (Please Print): EFRIM WILBORN and CHIN KIM		**Employee #:** 266665 / 273147
Project Coordinator (IF APPLICABLE): YVONNE CHACON and CHIN KIM		**Email:** EMWilbor@lasd.org / c2ukim@lasd.org
Reason for visit: CRDF DEFERRED MAINTENANCE PROJECT - ELEVATORS AND FIRE ALARM SYSTEM UPGRADE		

Section 3 - Chaplains / Clergy please complete the following

Clergy Program please provide the following:

- A letter from your organization/church stating you are representing the organization and nature of your visit.
- Copy of Ordination Certificate (Clergy only).

Requested Facility:	**Date of visit:**	**Faith:**
Chaplain Name:		**Phone:**
Reason for visit:		

Section 4

Have you ever been convicted of a misdemeanor or felony? Yes___ No___ Expungement? Yes___ No ___

If "Yes", briefly explain: _____

_____

In the last twelve months, have you been contacted, questioned, detained or arrested by any law enforcement agency or have you been named as a suspect in a police investigation? Yes_____ No_____

If "Yes", briefly explain: _____

_____

I hereby authorize the Los Angeles County Sheriff's Department to initiate a background check for access into the Los Angeles County Jail System.

Signature: _____ **Date:** _____

****** FOR OFFICE USE ONLY ******

Background Completed by:	**Date:**	**Pass**	**Fail**

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

Custody Facility Clearance Application

I have applied for jail clearance and understand in order for me to participate and ensure admission into the Correctional facility, I must agree to the following terms and conditions and adhere to the following guidelines:

- I must be in possession of a valid and current Government issued Driver's License and/or Identification Card.
- I must check into Facility/Main Control to exchange my I.D. for a facility badge. Upon my departure, I must return the facility badge in exchange for my I.D.
- If my access is "escort" required, I understand I must wait to be escorted by personnel authorized to escort me.
- My access is restricted only to the facility I am allowed to enter and for the specified (if applicable) time period.
  I may be searched at any time while on jail property.
- It is a crime to bring weapons, narcotics, and/or contraband into a custody facility.

  Prohibited items within the secured areas of the jail include, but are not limited to:
  Firearms, Ammunition, Knives, or any type of weapon, Cellular Telephones, Smart Watches, Cameras, Audio Recording Devices**,** Backpacks, Duffel Bags, Purses, Fanny Packs, Shopping Bags, Brief Cases, Lighters, Matches, Cigarettes, (including E-Cigarettes, vaporizers). Please make arrangements to secure any of the above listed personal items prior to entering the facility**.** If you are unsure of an item, please ask the facility.

- The Los Angeles County Jail is a professional setting and I am expected to wear appropriate attire (clothing should be business casual).
- I may be asked to clear a metal detector (magnetometer). Failure to comply with the request will result in permanent removal from current and future jail access.
- I may be subjected to the risk of my personal safety or death, and/or damage to personal property, and I accept these risks.
- The Los Angeles County Sheriff's Department maintains a no hostage policy and will not consider bargaining with hostage takers for any reason. In the event I am taken hostage, no inmate will be released as a condition of my safety, and no consideration for my safety will be given to those who have taken me hostage.
- I understand I may be exposed to unlawful acts of force or violence by inmates, riots, nudity, assault, or caustic chemicals. I agree to comply with questioning if I am a witness to any of the aforementioned.
- I will refrain from engaging inmates in conversation or from answering inmates if they attempt to engage me regarding matters that are not official business for which my access was granted.
- I shall not knowingly fraternize with, engage the services of, accept services from, do favors for, or maintain a business or personal relationship or association with the spouse, immediate family member, or romantic companion of any person in the custody of the Sheriff's Department or within 30 days of their release.
- Permission to enter the correctional facility may be subject to cancellation without notice.
- The number of persons permitted in the facility will be determined at the discretion of the facility Watch Commander.
- Distribution of literature, written or printed materials, business cards, photographs, pictures, or other visual materials shall not be circulated, distributed, or posted in any LASD facility by persons or groups not associated with LASD.

I understand any violation of the above will result in my access being revoked. I have carefully read and understand the contents of this document and sign it of my own free will.

_____	_____
Print Name	**Driver's License Number**
_____	_____
Applicant Signature	**Date**

EXHIBIT 2

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

Custody Facility Clearance Application

Applicant's Name: _____ CDL#_____

Please review the below disqualification criteria prior to completion:

- Is currently on Probation or Parole (County, State, or Federal)
- Registered as a sex offender, narcotics offender, or arson offender
- Have been convicted and incarcerated in any Federal prison, State prison, or County jail within the last 7 years
- Are currently listed as a restrained person on a Protective Order/Restraining Order
- Have had an affiliation with a criminal street gang or any person of notorious reputation within the last 15 years
- Have active warrants or pending criminal cases
- Have used any controlled substance without a physician's prescription within the last 5 years
- Have attempted to escape or been convicted of aiding and abetting an escape from any Federal prison, State prison or County jail
- Have a lengthy history of criminal offenses
- Have a felony conviction pursuant to Penal Code 1192.7(c) and/or; misdemeanor conviction pursuant to Penal Code 667.5(c) which may include but are not limited to:

o Murder or Attempted Murder within the last 15 years

o Weapons law violation within the last 15 years

o A serious or violent felony, including charges that were considered serious or violent and or categorized as a serious or violent felony at the time of conviction, within the last 15 years, or convicted of a serious or violent misdemeanor within the last 3 years

o Possession of a controlled substance for sale within the last 15 years

o Assault on a Peace Officer/Emergency Personnel within the last 15 years

o Engaging in sexual abuse in a prison, jail, lock-up, community confinement facility, juvenile facility, or other institution (as defined in 42 U.S.C. 1997)

o Engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse, or been civilly or administratively adjudicated to have engaged in the activity described in this section

o Bringing a controlled substance or unauthorized item into a Federal prison, State prison, or County jail.

o Presents any safety and security concerns that warrant denying a security clearance per the unit commander's discretion.

MUST BE COMPLETED BY ONE OF THE FOLLOWING:

LASD SPONSOR / PROGRAM COORDINATOR / PROJECT MANAGER / AUTHORIZED DHS SPONSOR

Requesting Clearance Unit: _____ **Program/Project Name** (IF APPLICABLE) **:** _____

LASD Sponsor (Sgt. or above) **:** _____ **Employee # :** _____ **Date :** _____

Program Contact / Project Coordinator (Please Print) : _____ **Phone #:** _____

(DHS/CHS Only) **Position Applying For :** _____ **Custody Badge Recipient : Yes** _____ **No** _____

Authorized Department Sponsor Name (Please Print) **:** _____ **Phone :** _____

Facility Access: **MCJ CRDF TTCF EAST SOUTH NCCF NORTH IRC ALL**

(Please Select) **Escort:** _____ **Non-Escort:** _____ **Attorney Room:** _____

Revised 8/10/22

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

Custody Facility Clearance Application

Please read all instructions thoroughly prior to filling out application

Do not leave any sections blank in the subject area

If the section does not apply, place an "N/A" in the appropriate box.

Please print clearly. Incomplete applications will not be processed.

A **color copy** of your driver's license or government issued ID card must be submitted with this application.

APPLICANT INFORMATION: (NO P.O BOX ADDRESS)

LAST NAME, FIRST NAME, MIDDLE NAME:		
CURRENT ADDRESS:		
CITY:	**STATE:**	**ZIP:**
DRIVERS LICENSE #:	**DATE OF BIRTH:**	**SOCIAL SECURITY #:**
HOME PHONE:	**CELL PHONE:**	**WORK PHONE:**
EMAIL ADDRESS:		
MARITAL STATUS:	**SPOUSE/PARTNER NAME:**	**SPOUSE/PARTNER PHONE#**

CURRENT EMPLOYMENT INFORMATION

EMPLOYER NAME:		
EMPLOYER ADDRESS:		
CITY:	**STATE:**	**ZIP CODE:**
PHONE:	**SUPERVISOR NAME:**	**HOW LONG?:**

EMERGENCY CONTACT

FIRST NAME:	**LAST NAME:**	
HOME ADDRESS:		
CITY:	**STATE:**	**ZIP CODE:**
PHONE:	**E-MAIL:**	**RELATION:**

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

Custody Facility Clearance Application

CRIMINAL BACKGROUND (IF APPLICABLE)

HAS ANYONE YOU CURRENTLY LIVE WITH OR LIVED WITH IN THE LAST 5 YEARS BEEN ARRESTED OR CURRENTLY SERVING TIME IN JAIL / PRISON? IF YES, PLEASE EXPLAIN:

ARE YOU ASSOCIATED WITH ANYONE CURRENTLY INCARCERATED IN JAIL/PRISON? IF YES, PLEASE EXPLAIN (NAME, RELATIONSHIP, ETC.:

ARE YOU OR ANY OF YOUR FAMILY MEMBERS RELATED TO OR AFFILIATED WITH GANG MEMBERS? IF YES, PLEASE EXPLAIN:

HAVE YOU EVER BEEN ACCUSED OF SEXUAL ABUSE? IF YES, PLEASE EXPLAIN:

HAVE YOU EVER BEEN ACCUSED OF SEXUAL HARASSMENT? IF YES, PLEASE EXPLAIN:

HAVE YOU EVER USED DRUGS? IF YES, WHEN WAS THE LAST TIME YOU USED DRUGS? PLEASE EXPLAIN (BE SPECIFIC) :

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

Custody Facility Clearance Application

ARREST/DETENTION INFORMATION

Either as an adult or a juvenile, have you ever been detained for investigation, named as a suspect in a police report, held on suspicion, questioned, fingerprinted, or arrested by any law enforcement agency or military authority? Please include expungements

DATE:	**CHARGE:**
AGENCY:	**PENALTY**
DATE:	**CHARGE:**
AGENCY:	**PENALTY**
DATE:	**CHARGE:**
AGENCY:	**PENALTY**

EXPLANATION OF PRIOR OR ADDITIONAL ARRESTS, EXPUNGEMENTS, ETC:

HAS ANYONE EVER CALLED THE POLICE ON OR ABOUT YOU? IF YES, EXPLAIN:

ARE YOU NOW OR, HAVE YOU EVER BEEN ASSOCIATED WITH ANY ORGANIZATIONS, MOVEMENT, GROUP OR COMBINATION OF PERSONS WHICH ENGAGE IN CIVIL DISOBEDIENCE AS A METHOD TO ACHIEVE SOCIAL CHANGE?
IF YES, PLEASE EXPLAIN:

HAVE YOU EVER PARTICIPATED IN AN UNLAWFUL DEMONSTRATION? IF YES, PLEASE EXPLAIN:

HAVE YOU EVER PREVIOUSLY APPLIED FOR OR BEEN DENIED ACCESS TO A CUSTODY FACILITY? YES ____ NO ____

IF YES, PLEASE EXPLAIN:

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

Custody Facility Clearance Application

*****CHAPLAINS AND VOLUNTEERS ONLY*****

I WANT TO BE A VOLUNTEER WITH THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT BECAUSE...

LIST PREVIOUS VOLUNTEER EXPERIENCE AT ANY FEDERAL PRISON, STATE PRISON, OR COUNTY JAIL.

ORGANIZATION:		
ADDRESS:		**HOW LONG?**
CITY:	**STATE:**	**POSITION:**
SUPERVISOR NAME:		**PHONE:**

OTHER SKILLS, CERTIFICATIONS, AND LANGUAGES SPOKEN:

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

Custody Facility Clearance Application

ACCEPTANCE AND TERMINATION FROM THE PROGRAM

I have applied for security clearance into The Los Angeles County Sheriff's Department Custody Facilities.

I acknowledge that I am not considered a compensated employee of the Los Angeles County Sheriff's Department. Notwithstanding any other provisions or statements to the contrary, I may be suspended, or terminated/dismissed at the order of the Los Angeles County Sheriff's Department without cause of any kind.

I authorize the release to read, review, or photocopy any documents to assess my suitability to enter any jail facility within The Los Angeles County Sheriff's Department. This includes, but not limited to Arrest Records, Probation/Parole Records, Booking Records, Traffic Convictions, and Jail/Custody information. I understand any omission of the requested information, offered misstatements, or untruthful statements provided on the current application are an automatic disqualification.

I authorize the full disclosure of any and all information that you may have concerning me, including information of confidential or privileged nature to a duly authorized agent of the Los Angeles County Sheriff's Department.

Upon approval of my security clearance application, I agree to attend an orientation class regarding custody facility safety and jail policies & procedures. I am aware any violation of the policies set forth may result in my access revoked into all facilities.

I HAVE READ, UNDERSTAND AND ACCEPT THE TERMS OF THIS AGREEMENT.

APPLICANT'S PRINTED NAME : _____

(Last) **(First)** **(Middle)**

APPLICANT'S SIGNATURE: _____

Date: _____ / _____ / _____

********** PLEASE READ **********

Long Term Security Clearances are effective for one (1) year from the date of approval.

The unit or bureau sponsoring the non-Department person's security clearance is responsible for notifying RVS of any changes to the clearance and for requesting any extension of the clearance beyond the standard one (1) year period.

EXHIBIT 3

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

Annual Personal Information Form

Please Print Name (Last, First, Middle)	CA Driver's License / ID #:

Home Address:	City:	Zip:
Email:	Home Phone:	Cell: ( ) -
Program Name:		

Emergency Contact:	Relationship:	Phone: ( ) -

Employer Name:	Work Phone: ( ) -
Work Address (Number, Street, City, Zip Code)	

In the last twelve months, have you been contacted, questioned, detained, arrested, or named as a suspect in an investigation by any law enforcement agency? Yes ☐ No ☐

If Yes, briefly explain: _____

_____

_____

_____

_____

"Failure to disclose information and/or making any false statement regarding contact with law enforcement will result in immediate dismissal".

Signature: _____ Date: _____

Verified By:

Program/Project Sponsor: _____ Employee#: _____
(Print Name) (If applicable)

Unit: _____ Date: _____

********** *FOR RVS OFFICE USE ONLY* **********

Updated By:_____ Date: _____

EXHIBIT 4

CONFIDENTIALITY AGREEMENT

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT – FACILITIES PLANNING BUREAU

Note: This agreement shall be executed and returned to the Los Angeles County Sheriff's Department - Facilities Planning Bureau upon the commencement of the employee's involvement with the project listed below. The viewing of any reports and/or plans provided by LASD – FPB to be used as a basis of developing a no-fee cost estimate does not constitute in any way a guarantee of award of contract for the project mentioned below.

Project Name _____

Employer Name _____ Job No._____

Employee Name _____

GENERAL INFORMATION:

The intent of this agreement is to protect and safeguard all confidential County information related to the above-referenced project. This agreement is required for all persons working on the project whose employer is either providing services to, or potentially providing services to, the County of Los Angeles (County) directly through contract or providing services to a County contractor as a sub-contractor or sub-consultant at any level. This agreement is also required for all employees working on the project that are employed by a municipality or other public agency, as well as their contracted partners, involved with the project. As an employee of such a firm or public agency, the County requires your signature on this agreement.

CONFIDENTIALITY AGREEMENT:

I understand and agree that I may be involved with work on the above-referenced project and, as such, I may have access to confidential County information. In addition, I understand and agree that I may also have access to proprietary and/or confidential information supplied to County by other contractors, vendors, municipalities, and public agencies working on the project and/or who are otherwise doing business with the County. The County has a legal obligation to protect all such confidential information in its possession. I understand that, if I am involved in the project, then the County must ensure that I, too, will protect the confidentiality of such information. Consequently, I understand that I must sign this agreement as a condition of work to be provided by me through my employer on the project. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge, transmit, duplicate, or otherwise disclose to any person not approved or otherwise agreed upon to work on the project, any confidential information, including data and documentation (both electronic and in paper form), obtained by me or my employer while performing work on the above-referenced project. I agree that I must not post sensitive or otherwise confidential information, including documentation, on websites not previously approved by the Los Angeles County Sheriff's Department. I agree to forward all requests received by me for the release of any information related to the project to my immediate supervisor, who shall confirm the dissemination of such information with, and seek approval from, the Los Angeles County Sheriff's Department, prior to the release of any information. I agree to take reasonable precautions to safeguard all confidential information, as well as ensure that it is not distributed to any unauthorized persons.

I agree to maintain the confidentiality of all confidential information, data, documents, and records pertaining to the above-referenced project and any work provided on the project and/or the result of any discussion or meetings about the project, as well as design concepts, programming specifics, operational details, proprietary information, and all other original materials produced, created, or provided to or by me or my employer under the above-referenced project. I agree to protect these confidential materials against disclosure to anyone other than my employer's authorized employees or authorized County employees who have a need to know the information. I agree that, if proprietary and/or confidential information supplied by other County contractors or vendors is provided to me during this project, then I shall keep such information confidential. This agreement includes all pertinent confidential and/or proprietary documents and any information obtained throughout the project, including oral communications, project notes, facility maps, construction specifications, and any critical infrastructure information. I agree to maintain the confidentiality of all confidential documents, regardless of whether or not written materials are marked CLASSIFIED or CONFIDENTIAL. If I am unclear whether any information is sensitive or confidential, then I shall immediately seek clarification from my employer and the Los Angeles County Sheriff's Department.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials, including electronic files and paper files upon completion of this project or termination of my employment, whichever occurs first, to the Los Angeles County Sheriff's Department. I acknowledge that violation of this agreement may subject me and my employer to civil and/or criminal action and that the County may seek all possible legal redress.

SIGNATURE: _____ DATE: _____/_____/_____

PRINTED NAME: _____

POSITION: _____

EXHIBIT 5

CONFIDENTIALITY AGREEMENT

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT – FACILITIES PLANNING BUREAU

Note: This agreement shall be executed and returned to the Los Angeles County Sheriff's Department - Facilities Planning Bureau upon the commencement of the employee's involvement with the project listed below.

Project Name _____

Employer Name _____ Job No._____

Employee Name _____

GENERAL INFORMATION:

The intent of this agreement is to protect and safeguard all confidential County information related to the above-referenced project. This agreement is required for all persons working on the project whose employer is either providing services to the County of Los Angeles (County) directly through contract or providing services to a County contractor as a sub-contractor or sub-consultant at any level. This agreement is also required for all employees working on the project that are employed by a municipality or other public agency, as well as their contracted partners, involved with the project. As an employee of such a firm or public agency, the County requires your signature on this agreement.

CONFIDENTIALITY AGREEMENT:

I understand and agree that I may be involved with work on the above-referenced project and, as such, I may have access to confidential County information. In addition, I understand and agree that I may also have access to proprietary and/or confidential information supplied to County by other contractors, vendors, municipalities, and public agencies working on the project and/or who are otherwise doing business with the County. The County has a legal obligation to protect all such confidential information in its possession. I understand that, if I am involved in the project, then the County must ensure that I, too, will protect the confidentiality of such information. Consequently, I understand that I must sign this agreement as a condition of work to be provided by me through my employer on the project. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge, transmit, duplicate, or otherwise disclose to any person not approved or otherwise agreed upon to work on the project, any confidential information, including data and documentation (both electronic and in paper form), obtained by me or my employer while performing work on the above-referenced project. I agree that I must not post sensitive or otherwise confidential information, including documentation, on websites not previously approved by the Los Angeles County Sheriff's Department. I agree to forward all requests received by me for the release of any information related to the project to my immediate supervisor, who shall confirm the dissemination of such information with, and seek approval from, the Los Angeles County Sheriff's Department, prior to the release of any information. I agree to take reasonable precautions to safeguard all confidential information, as well as ensure that it is not distributed to any unauthorized persons.

I agree to maintain the confidentiality of all confidential information, data, documents, and records pertaining to the above-referenced project and any work provided on the project and/or the result of any discussion or meetings about the project, as well as design concepts, programming specifics, operational details, proprietary information, and all other original materials produced, created, or provided to or by me or my employer under the above-referenced project. I agree to protect these confidential materials against disclosure to anyone other than my employer's authorized employees or authorized County employees who have a need to know the information. I agree that, if proprietary and/or confidential information supplied by other County contractors or vendors is provided to me during this project, then I shall keep such information confidential. This agreement includes all pertinent confidential and/or proprietary documents and any information obtained throughout the project, including oral communications, project notes, facility maps, construction specifications, and any critical infrastructure information. I agree to maintain the confidentiality of all confidential documents, regardless of whether or not written materials are marked CLASSIFIED or CONFIDENTIAL. If I am unclear whether any information is sensitive or confidential, then I shall immediately seek clarification from my employer and the Los Angeles County Sheriff's Department.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials, including electronic files and paper files upon completion of this project or termination of my employment, whichever occurs first, to the Los Angeles County Sheriff's Department. I acknowledge that violation of this agreement may subject me and my employer to civil and/or criminal action and that the County may seek all possible legal redress.

SIGNATURE: _____ DATE: _____/_____/_____

PRINTED NAME: _____

POSITION: _____

EXHIBIT 7

Google Maps

Imagery ©2021 Maxar Technologies, U.S. Geological Survey, USDA Farm Service Agency, Map data ©2021 100 ft

EXHIBIT 14

EXHIBIT 15

Century Regional Detention Facility Roof, Elevator and Fire Protection Deferred Maintenance Repairs Project

11705 S. Alameda Street
Lynwood CA 90262
SPECS. NO. 7684; C.P. NO. 87678

ELEVATOR INTERIM MAINTENANCE AND WARRANTY MAINTENANCE SPECIFICATIONS

09-12-23

TABLE OF CONTENTS

PART 1 - GENERAL....1
1.1 REQUEST FOR ELEVATOR MAINTENANCE SERVICES....1

PART 2 - REQUIREMENTS....**ERROR! BOOKMARK NOT DEFINED.**
2.1 CONTRACTOR'S PRICE FOR INTERIM MAINTENANCE AND WARRANTY MAINTENANCE....1
2.2 CONTRACTOR'S OTHER SUPPORTING ENCLOSURES....1

PART 3 - MAINTENANCE SPECIFICATION REQUIREMENTS....2
3.1 DUTIES OF CONTRACTOR....2
3.2 CONTRACT INTENT....2
3.3 OBSOLESCENCE....2
3.4 TERM OF WARRANTY....3
3.5 NOTICE TO CURE/CANCELLATION....3
3.6 CONTRACTOR SERVICES....4
3.7 CONTRACTOR COMPLIANCE WITH LAWS....5
3.8 CONTRACTOR'S EMPLOYEES....5
3.9 HOURS AND MANNER OF WORK....6
3.10 MINIMUM MAINTENANCE HOURS AND PROCEDURES....8
3.11 SCHEDULING OF WORK....8
3.12 ELEVATOR CALLBACK FREQUENCY....8
3.13 PERFORMANCE REQUIREMENTS....9
3.14 REMOVAL OF UNITS FROM SERVICE....9
3.15 THE COUNTY'S RIGHT TO INSPECT AND REQUIRE WORK....9
3.16 EXCLUSIONS....9
3.17 REMOVAL OF PARTS....10
3.18 MACHINE ROOMS....10
3.19 WIRING DIAGRAMS....10
3.20 MAINTENANCE CONTROL PROGRAM....10
3.21 SPECIAL CONDITIONS....11
3.22 THE COUNTY'S RESPONSIBILITIES....13

APPENDIX A - EQUIPMENT ID, SCHEDULE, PERFORMANCE REQUIREMENTS, AND PRICING....14

APPENDIX B - KEY PERFORMANCE INDICATORS AND PERFORMANCE CRITERIA....16

APPENDIX C - DEFINITIONS....20

APPENDIX D - EXTENT AND SCOPE OF SERVICES....21

APPENDIX E - CODE-MANDATED TESTS....25

PART 1 - GENERAL

1.1 REQUEST FOR ELEVATOR MAINTENANCE SERVICES

A. County of Los Angeles is requesting your firm to submit a price for interim preventive maintenance of the vertical transportation equipment throughout the duration of the project and a one-year warranty maintenance located at:

Century Regional Detention Facility Elevator Project
11705 S. Alameda Street
Lynwood CA 90262

1. West Tower
2. East Tower

PART 2 - REQUIREMENTS

2.1 CONTRACTOR'S PRICE FOR INTERIM MAINTENANCE AND WARRANTY MAINTENANCE

A. Having examined the Contract Documents issued by the County of Los Angeles. and having reviewed site conditions, applicable codes and all conditions affecting and governing the work, the Undersigned Contractor hereby offers to provide all engineering, labor, materials, transportation, services, and equipment necessary and incidentals to properly execute required work of the Contract Documents.

B. Contractor is required to enter a cost figure for all pricing requested in Section 00 03 00 FORM OF BID.
1. Proactive preventive maintenance for all equipment, in full accord with the Maintenance Specification for Interim and Warranty Maintenance.
2. **Interim Maintenance (Additive Alternate 1)**: For each machine room, interim maintenance shall begin when first existing elevator in a machine room is taken out of service and continues until the last new elevator in the same machine room passes State inspection and is accepted by the County. Phasing schedule for taking out existing elevators is provided in Exhibit #9 of the bid documents. If selected, any proposed changes by the contractor to the schedule provided in the Project Manual is subject to County's approval.
3. **Warranty Maintenance During Construction (Additive Alternate #2):** For each machine room, warranty maintenance shall begin when the last new elevator in the same machine room passes State inspection and the machine room is Substantially Complete, as defined in the Project Manual, and continues for 12 months.

2.2 CONTRACTOR'S OTHER SUPPORTING ENCLOSURES

A. Contractor acknowledges the Qualifications related to its bid contained within **00 04 00 Attestation of Contractors Qualifications** and the **Project General Requirement, Section 01 00 00**

PART 3 - MAINTENANCE SPECIFICATION REQUIREMENTS

3.1 DUTIES OF CONTRACTOR

A. Contractor shall furnish all supplies, materials, parts, labor, labor supervision, tools, scaffolding, machinery, hoists, equipment (including employee safety equipment), lubricants, and technical information to provide proactive full preventive maintenance service including, but not limited to, cleaning, lubrication, adjusting, parts replacement, repair, and callback service. All work shall be in conformity with highest standards and best industry practices, applicable laws, and all expressed and implied provisions of this Contract for the complete vertical transportation systems detailed in documents.

3.2 INTENT

A. The intent is to maintain the vertical transportation equipment to the highest industry standards using "industry best" practices by continuously preserving and maintaining the condition, appearance, and performance of the vertical transportation systems detailed herein. The purpose of the maintenance program specified herein is to provide the following:
   1. Safe, consistent, and reliable operation throughout the project.
   2. Conformance with these specifications.
   3. Maximum operational performance throughout the project.
   4. Maximum beneficial usage.
   5. Maximum life cycle.

B. Contractor acknowledges the County is relying on Contractor's professional expertise in performance of Services to achieve and comply with the intent stated above.

C. Contractor accepts full responsibility for the equipment in each machine room, as it exists on the effective date of the start of modernization of the same machine room. Any open violations, due to an AHJ inspection, will remain the responsibility of the County to address. Contractor will leave equipment in a condition acceptable to The County, at the termination date.

D. Contractor acknowledges the County provided free access to and sufficient time for adequate examination of the equipment. Contractor further acknowledges the specified vertical transportation equipment has been evaluated by Contractor, and Contractor has determined the equipment is in serviceable operating condition. The Contractor accepts full and complete responsibility for all the maintenance service, repair, cleaning, and testing of the specified vertical transportation equipment listed, in "as is" condition, in accordance with this document.

3.3 OBSOLESCENCE

A. Definition of Obsolescence as to the existing elevators: A system, component, or part that is no longer repairable, re-buildable, supported, manufactured, available in-stock or supplied by the OEM (Original Equipment Manufacturer), non-OEM elevator systems parts supplier or other third-party parts supplier or fabricator in the same form, fit and function.

B. During the term of the project, any system, component, or part not meeting the Definition of Obsolescence shall be covered as prescribed in this document. Systems, Components or Parts which are repairable or re-buildable as noted above shall be covered under the following conditions:

1. Part is repairable, in the same form and fit, either through the manufacturer or through any mutually approved third-party provider, up to the cost that the original part would have been at its latest available date.
2. Part can be purchased or manufactured, in the same form and fit, up to the cost that the original part would have been at its latest available date.

C. Should a part become obsolete, meeting the definition within this section, the Contractor shall submit the following:
1. A separate quotation to the County stating:
   a. The cost of the obsolete part and the cost of the replacement part. The County shall only be responsible for the cost difference in parts.
   b. The cost of labor to replace the obsolete part and the cost of labor to install the replacement part. The County shall only be responsible for the cost difference in labor.
2. Documentation to substantiate the part is obsolete and attempts to locate third party providers has occurred for any material cost associated with the part.
3. Documentation as to equipment changes required to replace the obsolete part with that of the new part for any labor costs associated with the part replacement.
4. Accept the County's assistance to the contractor to procure and provide the obsolete part.

D. If contractor, third party consultant, or the County receive a notice of "component or part obsolescence" from a third-party non-OEM elevator system parts supplier, not owned by or in any way affiliated with the contractor, during this project, then the County will evaluate a claim of obsolescence. Claim may include only the necessary retrofit material and only the additional portion of labor above and beyond what would have been required to replace the obsolete component or part with an OEM original component or part.

E. No other claim for obsolescence of any kind will be considered by the County during this project.

3.4 TERM OF WARRANTY

A. The warranty maintenance will run concurrently with construction and the 12-month warranty period beginning at substantial completion for individual elevators, or elevator machine rooms containing multiple elevators.

3.5 NOTICE TO CURE/CANCELLATION

A. If Contractor violates any provision or fails to properly perform services required by this document on any unit, the County shall issue a Notice to Cure advising Contractor of deficiencies in writing.
1. Within two calendar days, unless otherwise agreed upon, Contractor will provide a formalized correction plan for all deficiencies at Contractor's expense and to the County sole satisfaction.
2. In the event that deficiencies remain unresolved after the two-calendar day formalized correction plan response and a three-day cure period, unless otherwise agreed upon in writing, the County may perform or cause to be performed all or any part of specified services, at the contractor's expense.
3. The County shall have the right to consider this non-compliance and shall have the option to cancel the interim maintenance and/or the warranty maintenance without penalty.

B. Failure to maintain performance requirements, maintenance procedures and meet KPI metrics may result in a Notice to Cure as outlined in this document.

C. If a second notice to cure is issued, the County shall have the right to cancel the maintenance and/or the warranty service, with thirty calendar days' notice, at the County's convenience. The waiver by the

County of a breach of any provision of this Contract by Contractor shall not be construed as a waiver of any subsequent breach by Contractor.

D. If the Interim Maintenance or the Warranty Maintenance are cancelled:
   1. Contractor agrees to take actions necessary to cause an orderly transition of Services to County forces or another contractor without detriment to the rights of The County or to continued operation of Property including, but not limited to, refraining from any interference or disruption of occupants or other contractors.
   2. Contractor shall immediately deliver to The County all as-built wiring diagrams, portable electronic diagnostic devices supplied or owned by The County, access codes owned by the County, and other materials and documentation related to and required to facilitate services required by this Contract or the Authority Having Jurisdiction.

3.6 CONTRACTOR SERVICES

A. Services shall include all labor, transportation, supplies, materials, parts, tools, scaffolding, machinery, hoists, employee safety equipment, equipment, lubricants, supervision and all other work and materials expressly required in Appendix D, or reasonably inferred, whether or not expressly stated herein.

B. Contractor shall coordinate and follow the directives of the County with respect to scheduling Services and any deliveries hereunder or at a time or times further specified in other provisions of Bid documents.

C. Services shall be performed as follows:
   1. In conformance with the Contract and all provisions provided herein, including any appendices or attachments.
   2. In conformance with all applicable original equipment manufacturer's specifications.
   3. In conformance with the written Maintenance Control Program (MCP, see Section 3.20).
   4. In conformance with the County rules, policies, regulations, and requirements for work at the Property, as modified and supplemented during term of the project.
   5. By qualified, careful, and efficient employees in conformity with best industry practices.
   6. Diligently, to highest industry standards, in a complete and workman-like manner, free of defects or deficiencies.
   7. In such manner as to minimize any annoyance, interference, or disruption to occupants of Property and their invitees.

D. Contractor shall, at a minimum, initiate, maintain, and supervise all safety precautions and programs in connection with Services, and comply with all applicable safety laws. Contractor shall take all reasonable precautions for safety of The County, The County's tenants, The County's employees, Contractor's employees, and other persons on or about the Property.

E. Contractor shall repair, to satisfaction of The County, any damage to the Property and adjacent areas caused by performance of Services.

F. Contractor's Additional Services:
   1. Attendance and assistance to facilitate access of the machine room(s), pit(s) and hoistway(s) for general building maintenance items not included as the Contractor's responsibility including but not limited to sump pump(s), lighting / lamping, fire life safety detection devices, etc. Contractor may require certain waivers for third party contractors/employees.
   2. Attendance and assistance to facilitate re-lamping of architectural lighting in equipment pits, hoistways, or elevator car tops. Contractor may require certain waivers for third party

contractors/employees. If re-lamping is required, Contractor shall respond within 48 hours during regular working hours.

3. Attendance and assistance to facilitate Emergency Power testing during regular working hours, as detailed within this document and appendices. If services are requested during overtime, the rate billed shall be the applicable overtime premium portion only of the hourly rates as detailed within these documents and appendices. The County will provide a minimum of two weeks' notice for overtime or regular time standby requests.
4. Attendance and assistance to facilitate Fire Service initiating devices. If services are requested during overtime, the rate billed shall be the applicable overtime premium portion only of the hourly rates as detailed within these documents and appendices. Contractor will provide a minimum of two weeks' notice for overtime or regular time standby requests.
5. Contractor shall conduct and log monthly fire service.

3.7 CONTRACTOR COMPLIANCE WITH LAWS

A. Contractor agrees to comply with all current laws, codes, rules, and regulations set forth by appropriate authorities having jurisdiction in the locations where Services are performed that are in effect at the time of the project. In the event of differing testing requirements between this document and local codes or ordinances, the more stringent requirement shall prevail.

B. Contractor must complete all applicable code and/or AHJ-mandated testing and work tasks.

3.8 CONTRACTOR'S EMPLOYEES

A. Contractor shall have sole responsibility for the means, methods, techniques, procedures, and safety precautions in connection with performance of Services.

B. Contractor shall be responsible for the supervision and execution of Services by its employees. An onsite condition review shall be conducted by the designated Supervisor of Contractor on an annual basis to ensure that all Services hereunder are performed properly. Contractor shall designate its Supervisor and inform The County of the person responsible for execution of Service. Supervisor shall notify The County of site inspection and provide The County with a written summary of findings within ten working days after completion of site review.

C. Contractor agrees that its employees are properly qualified and will use reasonable care in the performance of Services. Contractor agrees that all work shall be performed by, and under the supervision of, skilled, experienced elevator service and repair persons directly trained, employed, and supervised by Contractor. Any and all employees performing work at the facility shall be satisfactory to The County (refer to exhibit # 8-TTCF Detention Facility Operations Plan). The County shall be given at least thirty calendar days' notice prior to making changes to site-specific mechanic/employees.

D. If The County, in The County's sole opinion, determines, for any reason, that the qualifications, actions, or conduct of any particular Contractor employee has violated the Contract by performing unsatisfactory Services, interfering with operation of Property, bothering or annoying any occupants, other contractors, or subcontractors then at Property, or that such actions or conduct is otherwise detrimental to The County, then upon The County's notice, Contractor shall immediately provide qualified replacement persons.

E. Contractor shall not engage any subcontractors or other parties to perform Services unless first approved in writing by The County. The County's acceptance of subcontractors or other parties shall not relieve, release, or affect in any manner any of Contractor's duties, liabilities, or obligations hereunder, and Contractor shall always be and remain fully liable hereunder.

F. Contractor employees are required comply with the conditions outlined in **Exhibit #8-CRDF Security Facilities Operations Plan. Each** employee shall be required to have on their person a company ID card and a County issued ID card for identification as a current company employee.

G. Contractor represents and warrants that it has done all appropriate background check and investigations of employees and is solely responsible for the actions of their employees in the execution of Services.

3.9 HOURS AND MANNER OF WORK

A. All work, including unlimited call-back service, shall be performed during the building's regular hours, as defined in the bid documents. Emergency callback service requested prior to 4:00 p.m. but answered after 5:00 p.m. shall be considered a regular one-hour callback; after which it shall be invoiced at the overtime premium portion only.

B. Response Time for Callback Service:
1. During regular time hours identified above, Contractor shall arrive at Property within 60 minutes from time of notification of equipment problem or failure by The County. For callbacks placed during regular time hours, the portion of work that could have been accomplished from the required arrival time of technician to the end of the defined workday shall not be billed at overtime rates.
2. During the regular time hours identified above, Contractor shall provide adequate manpower at the Property in response to passenger entrapment calls within 60 minutes from time of notification by The County.
3. During hours outside those identified above, Contractor shall arrive at Property within 120 minutes from time of notification of an emergency, including but not limited to, equipment problems. For callbacks placed during regular time hours, the portion of work that could have been accomplished from the required arrival time of technician to the end of the defined workday shall not be billed at overtime rates.
4. During hours outside those identified above, Contractor shall arrive at Property in response to passenger entrapment calls within 60 minutes from time of notification by The County.

C. In the event the Contractor fails to comply with the requirements listed above, as it relates to an entrapment, the facility has the right to engage its LA County elevator technicians to safely remove passengers and secure the elevator. Such occurrence will not void any responsibilities detailed within this agreement or warranty for the newly modernized equipment.

D. If additional work within the scope of this Contract is requested during overtime hours, The County shall pay the overtime premium portion only at the stated hourly rates.

E. If additional work beyond the scope of work enumerated in this Contract is requested during regular hours, the regular time hourly rates shall apply at the stated hourly rates.

F. If additional work beyond the scope of work enumerated in this Contract is requested during overtime, the rate billed shall be the regular time rate plus the applicable overtime premium at the stated hourly rates.

G. Minor Shutdown: Minor shutdowns are equipment failures remedied by typical, readily available, in warehouse stock-able or adjustment related components. If a unit shuts down or is removed from service for repair, unless specifically excluded, Contractor shall be responsible for ensuring that minor shutdowns and/or breakdowns are repaired so the affected unit is not out of service for more than twenty-four total hours after contractor has been notified of the problem.

1. Minor shutdowns and/or breakdowns including but not limited to issues such as door rollers, door belts, hoistway roller guides/slide guides, electrical or mechanical adjustments, fuses, relays, contacts, handrail guide rollers, comb plates, safety switches, etc.
2. The County will allow time extensions to compensate for part/procurement issues associated with sole-source part/procurement. Contractor responsible for providing formal documentation/notification of delays.
3. If Contractor fails to complete such repairs, Contractor shall complete such repairs on an overtime basis, as directed by The County at no additional cost to The County. The overtime portion shall not exceed two-man hours, exclusive of travel time.

H. Regular Shutdown: Regular shutdowns are equipment failures remedied by typical, readily available systems, subcomponents which can be procured via standard stock, overnight delivery, etc. If a unit shuts down or is removed from service for repair, and unless specifically excluded, , Contractor shall be responsible for ensuring that typical/average shutdowns and/or breakdowns are repaired so the affected elevator/unit is not out of service more than forty-eight total hours after contractor has been notified of the problem.
1. Regular shutdowns and/or breakdowns including but not limited issues such as wye-delta contacts, starter contacts, valves, pump motors, hydraulic packings, microprocessor boards, push buttons, etc.
2. The County will allow time extensions to compensate for part/procurement issues associated with sole-source part/procurement (Contractor responsible for providing formal documentation/notification of delays).
3. If Contractor fails to complete such repairs within the noted timeline, Contractor shall complete such repairs on an overtime basis, as directed by The County at no additional cost to The County. The overtime portion shall not exceed four team hours, exclusive of travel time.

I. Major Shutdown: Major shutdowns are equipment failures remedied by major components requiring fabrication, equipment specific modifications/specializations, extended trucking/delivery due to size, etc. If a unit shuts down or is removed from service for an unplanned repair, unless specifically excluded by the terms of the Contract, Contractor shall be responsible for preparing a repair schedule within 48 total hours of the unit outage. Contractor shall be responsible for ensuring that major shutdowns and/or breakdowns are repaired so the affected unit is returned to service within the written approved schedule.
1. Major shutdowns and/or breakdowns including but not limited issues such as hoist ropes, worm gear, drive repair/replacement, etc.
2. The County will allow time extensions to compensate for part/procurement issues associated with sole-source part/procurement. (Contractor responsible for providing formal documentation/notification of delay/s).
3. If Contractor fails to complete such repairs per written approved schedule or if the repair exceeds fourteen calendar days, Contractor shall complete such repairs on an overtime basis, as directed by The County at no additional cost to The County. Overtime requirements shall be limited to eight team hours of overtime per day in addition to the regular time hours.

J. If any unit is shut down due to equipment failure for more than 72 continuous hours, maintenance billing for that unit may be suspended until it is restored to beneficial usage, excluding scheduled equipment repairs. Suspended billing shall be calculated per unit, per day, and will not begin until the 72-hour period is exceeded.

3.10 MINIMUM MAINTENANCE HOURS AND PROCEDURES

A. Contractor agrees to furnish maintenance personnel for a minimum of one (1) hour per elevator each month, for on-site, routine, regular preventive maintenance for equipment listed in Appendix A (see detailed scheduled hours).

B. Staffing: Contractor shall provide adequate and dedicated personnel suitable to The County, for the duration of the interim maintenance based on the required maintenance hours identified in Appendix A. During vacation periods, an alternate mechanic, suitable to The County, shall be assigned for maintenance.

C. Preventative maintenance hours shall not include time expended for callbacks, unplanned repair work or billable work. Time spent assisting The County in performing tests of Firefighter's Emergency Operation or Standby Power Operation, and time spent accompanying The County or their Elevator Consultant in making tests, inspections, or reviews may be credited against these minimum hours, and no additional billing shall be accepted for such time expended.

D. Contractor's Employees Shall:
   1. The County may require Contractor's employees to check in with designated personnel each time they enter the building. Upon arrival and departure all Contractor employees may be required to register in the log maintained at The County's location.
   2. The site maintenance logbook shall indicate the name of person or persons, time of arrival, purpose of visit, i.e., callback, preventive maintenance, scheduled repair, Supervisor's inspection, etc., and a brief description of work accomplished, including car and/or group designation, elevator, and time of departure.
   3. When departing the property, Contractor's personnel shall sign the maintenance logbook indicating as listed above under item D. 2.
   4. The County may elect to have any entries or time tickets documented via a manual or electronic log device provided by The County or supplied by Contractor.
   5. Contractor personnel shall comply with any other LASD security requirements, see Exhibit 8-CRDF-Security Facility Ops Plan Sample.

E. Monthly, or as requested by the County Contractor shall meet with The County or its Designated Representative. The scope of this meeting shall include:
   1. A review of the previous monthly callbacks.
   2. A review of maintenance, including work performed, progress on any deficiency lists or other programs, and scheduled work requiring removal of elevators from service.
   3. A review of any reported complaints.
   4. Such other elevator-related items as may be appropriate.
   5. A review of on-site spare equipment or parts for the elevators.
   6. A review of maintenance hours.

3.11 SCHEDULING OF WORK

A. Contract Repairs: All work detailed and accepted by The County at award of Contract as pre-maintenance repairs must be completed per the schedule agreed upon between Contractor and The County.

3.12 ELEVATOR CALLBACK FREQUENCY

A. Callback frequency for the elevators covered under the Contract shall be subject to the provisions of the Contract.

B. Total callbacks for equipment failure on any elevator shall not be more than 4 per unit per year, as indicated in Appendix B.

C. Callbacks due to vandalism or misuse of the equipment shall be included.

3.13 PERFORMANCE REQUIREMENTS

A. Contractor acknowledges and agrees to maintain the minimum performance requirements for the gearless, geared, gearless machine-room-less (MRL), and hydraulic elevators designated and detailed in the tables in Appendices A and B.

3.14 REMOVAL OF UNITS FROM SERVICE

A. Removing any of the vertical transportation from service during peak hours shall be coordinated with and approved by The County. Removal of elevators for routine maintenance during off-peak hours is expected, but notification to, coordination with, and approval by The County shall be required.

3.15 THE COUNTY'S RIGHT TO INSPECT AND REQUIRE WORK

A. The County reserves the right to make, or cause to be made, audits, maintenance evaluations, inspections, or tests whenever it deems advisable or necessary to ascertain that the requirements of the Contract are being fulfilled.

B. The Contractor agrees to furnish, without cost, personnel to accompany The County and/or its representatives during such inspections.

C. Deficiencies noted shall be submitted in writing to the Contractor.

D. If said deficiencies are not corrected at the time of the initial scheduled follow-up review, then Contractor shall be responsible for the cost of subsequent follow-up reviews at a cost of $300/hour, portal to portal. The follow up audit will be scheduled no sooner than sixty days following delivery of the initial audit report.

E. If deficiencies remain unresolved at the time of the follow up review, The County shall issue Notice to Cure.

F. The County may retain a qualified vertical transportation consultant to perform any services and mediate disputes noted in this section or elsewhere in this Contract.

3.16 EXCLUSIONS

A. Contractor shall NOT be responsible for the following:
   1. Repair or replacement of building items, such as hoistway or machine room walls and floors, car enclosures, car finish floor material, hoistway and car entrance frames, car or hoistway sills, signal fixture faceplate surfaces, cleaning of car interiors, and cleaning of the portions of sills visible when the doors are open.
   2. Mainline and auxiliary disconnect switches, fuses, and feeders to control panels.
   3. Jack casing, hydraulic cylinders, and underground or concealed piping.
   4. Lamps for car, machine room, and pit illumination
   5. Smoke and heat sensors and related life safety equipment.
   6. Standby power generators and associated contacts and relays and wiring to the elevator machine rooms, exclusive of wiring connections to elevator controller.

7. Building paging/communication systems, including consoles, panels, and wiring to junction box on elevator controllers. However, Contractor shall maintain paging system and emergency telephone equipment and speakers in the cars and wiring from each such speaker to the machine room junction boxes.
8. Failure or fluctuations of property electric power, air conditioning, or humidity control.
9. Ingress by water or other material into machine room, hoistway, car enclosure, or pit.
10. Access control equipment, card readers and related devices, software, hardware, programming:
    a. Exclusive of elevator traveling cables.
    b. Termination points within elevator systems in control room and car.
11. Upgrades to control/dispatching systems, not to include software updates.

3.17 REMOVAL OF PARTS

A. No parts or components required for the performance of Services on the vertical transportation equipment or required for its operation may be removed from the site without written approval from The County. This does not include renewal parts stocked on the job by Contractor but does include parts and components that were installed with and are a part of the elevator installation, and parts delivered to the property and paid for by The County, which shall remain its sole property until installed on the equipment. Parts removed as part of the modernization shall remain on site to be used in order to keep elevators in service.

3.18 MACHINE ROOMS

A. Contractor shall place and keep in the machine rooms Underwriter's Laboratory rated metal parts cabinets. No open storage of parts or supplies shall be permitted.

B. Machine rooms and parts cabinets shall be always kept clean and neat. Floors shall be painted on a continual basis, and maintained clean and free of dirt, debris, carbon dust, rags, parts, or other items.

3.19 WIRING DIAGRAMS

A. Wiring diagrams shall be kept neatly folded and stored, except where mounted on boards, and shall be copied and replaced by the Contractor if damaged or unreadable.

B. For each piece of equipment under service, Contractor shall maintain Property's complete set of straight-line wiring diagrams, showing "As-Built" conditions and any changes or modifications to circuits resulting from control modifications, parts replacement, or equipment upgrades. This includes all manuals supplied by a third-party controller manufacturer or as part of a non-proprietary specification requirement for a modernization or new installation. The County may reproduce these original or modified as-built drawings, manuals, and shall retain sole possession of this set of drawings or books in the event that the Contract is terminated, or if The County's set of drawings or manuals cannot be located at that time.

3.20 MAINTENANCE CONTROL PROGRAM

A. Contractor shall prepare and provide a Maintenance Control Program (MCP) in compliance with the more stringent requirement of ASME A17.1 or the AHJ (Authority Having Jurisdiction) Code in effect. Instructions for locating this written program shall be posted on the controller cabinets, at least one per elevator, as required by ASME A17.1. Documentation of the MCP must be kept in a visible location in each machine room. When accepted by The County, Contractor's preventive maintenance schedule, including the Maintenance Control Program, and this procedure shall become a part of this Contract.

B. Contractor, on The County's behalf, shall conspicuously post written Maintenance Control Program (MCP) and code have required, related documents in each machine room or instructions for locating the MCP in or on the car controllers. Contractor shall maintain preventive maintenance history and testing logs in accordance with the MCP either in the machine room, building management office, or electronically within unit computer control system. Data shall be accessible by The County via manual log, web access and hard copy printout as always permitted by local code. Log or electronic printout shall include all entries for routine preventive maintenance, repairs, tests, callbacks, and Supervisor's inspection. Entries shall include date work is completed, Mechanic's or Supervisor's name, brief description of work completed, including unit number and number of units serviced, repaired, or inspected, and the approximate time required for work excluding travel time to and from property. The County shall be allowed to inspect and copy log or electronic printout and maintenance history and schedule at any time.

3.21 SPECIAL CONDITIONS

A. Performance Requirements: Equipment must be maintained to perform in compliance with the following standards, as detailed in Appendices A and B.
   1. Callback frequency.
   2. Callback response time.
   3. Mean time between callbacks.
   4. Availability.
   5. Maintenance actions, tasks, and/or maintenance hours.

B. Contractor will provide Los Angeles County data downloads, on a minimum 24-hour cycle, Los Angeles County. This data will include but not be limited to the following requirements:
   1. Callback/Repair Log containing the following:
      a. Clients' individual unit identifier.
      b. Service Provider's individual unit identification number.
      c. Service Provider's individual Client code or identifier.
      d. Date and time call was placed.
      e. Date and time technician arrived.
      f. Date and time unit was removed from service.
      g. Date and time unit was returned to service.
      h. Callbacks must be delineated by the following:
         1) Equipment failure (Contractor responsibility).
            a) Controls.
            b) Car door equipment.
            c) Hoistway door equipment.
            d) Hoistway electronics.
            e) Mechanical systems.
         2) Misuse of equipment or vandalism.
         3) Entrapment.
   2. Maintenance Log containing the following:
      a. Client's individual unit identifier.
      b. Service Provider's individual Unit identification number.
      c. Service Provider's individual Client code or identifier.
      d. AHJ given ID number.
      e. Date of maintenance action, including beginning and completion times.
      f. Detail/number of maintenance tasks performed.
      g. Maintenance minutes/hours expended by unit.
      h. All AHJ required testing completion dates.

3. This information shall be accessible via the Contractor's Application Programming Interface web service (API) calls initiated by the County.
    a. The Contractor API will be accessible as a Web Service. The County will query the API on the frequency limit specified in contractor developer documentation which can be no less than five times a day to obtain updated Portfolio information on the sites/buildings/units under contract.
    b. Specific information/documentation on how to access the API, including authentication, methods, data fields, and message schemas, will be available in a separate API Developer Guide.
    c. Contractor will notify the County of any new API versions to be published ninety days in advance of go-live.
    d. Data will be available for query on the contractor API for no less than twelve months after it is posted.
    e. Data posted to the contractor API will be reasonable and accurate. Such as mechanic arrival times that occur after call times, work completed times that occur after mechanic arrival times, and reasonable amounts of time in-between these events.
    f. Further, Contractor retains all intellectual property rights in the Software including the API developed in connection with this Contract. The County and/or Lerch Bates shall not, and are not authorized to, alter, modify, copy, edit, format, create derivative works of the API or otherwise use software including the API except as expressly described within this contract.
4. As the API is being developed and tested, the County will accept spreadsheet reporting for the above items on a not less than weekly frequency. Alternatively, contractor may provide the County access to data described above via contractor service portal.

C. State inspection fees regarding operation of equipment covered by the Contract shall be paid by the Contractor. County inspection fees are covered by the County. However, fees for re-inspection due to Contractor's failure to expeditiously eliminate deficiencies covered by the Contract shall be paid by Contractor.

D. The County may provide information to enable Contractor to render Services hereunder, or Contractor may learn information about Property or develop such information from The County. Contractor agrees:
    1. To treat and to obligate Contractor's employees, subcontractors, and suppliers to treat as confidential all such information whether or not identified by The County as confidential.
    2. Not to disclose any such information or make available any reports, recommendations and/or conclusions which Contractor may make on behalf of The County to any person, firm or corporation or use the same in any manner whatsoever without first obtaining The County's written approval, except to the extent necessary in connection with performing Services or when required by law.

E. Contractor shall not, during performance of the Contract, or thereafter, use or permit the use of The County's name or the name of any affiliate of The County, or the name, address or any picture or likeness of or reference to the Property in any advertising, promotional or other materials prepared by or on behalf of Contractor without the prior written approval of The County, as applicable.

F. The County will not use Contractor provided software except in connection with the use and operation of the equipment. The County will not reverse engineer or otherwise attempt to obtain the source code of any software in object code form.

G. Contractor's work shall not include any abatement or disturbance of asbestos containing material, presumed asbestos containing materials, or other hazardous materials, i.e., lead, PCBs (Printed Circuit

Boards), etc., collectively "HazMat." Contractor shall have the right to discontinue its work in any location where suspected HazMat is encountered or disturbed, and immediately notify the County

H. Any HazMat removal or abatement shall be the County's sole responsibility and expense.

I. Any component installed by the contractor during the term of the Contract shall become included in the general MCP and covered as any other standard component within the Contract.

3.22 THE COUNTY'S RESPONSIBILITIES

A. Provide clear, safe, and convenient access to the Property and to elevator equipment rooms and pits.

B. Maintain car lighting, telephone lines to controller terminals, equipment room electrical switch gear, and electrical feeders to elevator controllers and Firefighters' Control Room.

C. Except for machine rooms under modernization, maintain equipment room heating and air conditioning systems to maintain a temperature range of 60°-90° F, non-condensing.

D. Maintain fire alarm initiating devices in elevators, lobbies, machine rooms, hoistways, etc.

E. Prohibit storage of Property equipment or supplies in elevator equipment rooms and obstruction of equipment room access corridors and doors.

F. Maintain standby power generator systems and related switch gear and feeders.

G. Except for machine rooms/areas under modernization, maintain equipment rooms, hoistways, and pits in a code-compliant and dry condition.

H. Coordinate with Contractor regarding The County's required equipment retrofits, such as elevator security systems, new car interior finishes, car interior CCTV systems, etc.

I. During building construction and/or retrofit, make provisions to limit infiltration of dust and debris into elevator equipment and equipment spaces.

APPENDIX A -
EQUIPMENT ID, SCHEDULE, PERFORMANCE REQUIREMENTS,

West Tower, Machine room 6706							
Car ID	Group ID	AHJ ID	Make	Type	Capacity	№ of Stops	Speed
8	8-10	107012	Dover	Geared Traction	5000 lbs.	3	200 fpm
10	8-10	107013	Dover	Geared Traction	5000 lbs.	3	200 fpm
12	12-14	106378	Dover	Geared Traction	3500 lbs.	3	200 fpm
14	12-14	100131	Dover	Geared Traction	3500 lbs.	3	200 fpm

East Tower, Machine room 8706							
Car ID	Group ID	AHJ ID	Make	Type	Capacity	№ of Stops	Speed
9	9-11	107014	Dover	Geared Traction	5000 lbs.	2	200 fpm
11	9-11	107015	Dover	Geared Traction	5000 lbs.	3	200 fpm
13	13-15	100475	Dover	Geared Traction	3500 lbs.	5	200 fpm
15	13-15	1000132	Dover	Geared Traction	3500 lbs.	5	200 fpm

APPENDIX B -
KEY PERFORMANCE INDICATORS AND PERFORMANCE CRITERIA

A. Equipment KPI (Key Performance Indicator) Evaluation:

TARGET	MEASURED BY UNIT, GROUP, OR BUILDING PERFORMANCE
100%	Maintenance procedures completed
≤4	Callbacks per unit per year
≥90 days	Mean Time Between Callbacks: When a unit falls below the 90-day threshold it shall be considered as conditionally passing in subsequent months if the elevator has no callbacks during that month. Callbacks due to vandalism or misuse of the equipment shall be excluded from MTBC calculation.
≥99.5%	Equipment Availability
≤1	Not more than one entrapment per unit per quarter. Entrapments per unit per twelve-month rolling period. When a unit has had one entrapment in a twelve-month period, it shall be considered as conditionally passing if the elevator has had no entrapments in the current month.
>72 hrs.	Out of Service - any unit is shut down due to equipment failure for more than 72 continuous hours, maintenance billing for that unit may be suspended until it is restored to beneficial usage, excluding scheduled equipment repairs. Suspended billing shall be calculated per unit, per day, and will not begin until the 72-hour period is exceeded.

B. Performance Criteria: Contractor agrees to maintain the following minimum performance requirements for the elevators listed in Appendix A. Equipment performance requirements indicated are the minimum standard and are not the sole criteria for judging Contractor's performance. Consistent failure to meet performance requirements shall be grounds for cancellation of this Contract:

1. Floor to Floor Time: Floor-to-floor times are measured in seconds from start of doors closing, including a typical one-floor travel and until the elevator is approximately level with the next successive floor, either up or down, and the doors are 3/4 open for center-opening doors or 1/2 open for side-opening doors. (See following Tables 1-3.)
2. Door opening times are measured in seconds from start of car door open until doors are fully open. (See following Table 4.)
3. Door closing times are measured in seconds from start of door close to doors fully closed and shall be no less than the times shown per above schedule or those permitted by code. (See following Table 4)
4. Door closing force is measured at rest with the doors between 1/3 and 2/3 closed. Door closing force shall be no more than 30 lbf.
5. Door opening and closing shall be smooth and quiet, with smooth stops at the extremes of travel. Car and hoistway doors shall open flush with entrance jambs and each other.
6. Speed: Variance from rated speed, regardless of load, shall not exceed the following in either the up or down direction:
   a. 3% for closed loop equipment.
   b. 5% for open loop equipment.
   c. +10%/-20% hydraulic equipment in the down direction with no load.

7. Stopping Zone: Stopping zone is the measured variation in inches in vertical distance between the car sill and the landing sill when the car has stopped under any load condition Stopping accuracy shall be ±1/4".
8. Stopping accuracy shall be measured under all load conditions and maintained per this Contract. Standards shown are maximum allowable from no load to full load.
9. Acceleration and deceleration shall be smooth, with no noticeable "steps" or bumps to increase or reduce speed, and no objectionable vibrations.
10. Elevator cars shall travel smoothly and quietly through the hoistways.

TABLE 1: FLOOR-TO-FLOOR PERFORMANCE TIME REQUIREMENTS IN SECONDS FOR OVERHEAD TRACTION ELEVATORS

Speed (fpm)	Accel. Rate (fps^2)	Door Type and Opening Width*								Adjustment per Foot of Travel from 12'-0" Standard** (seconds)
		Side-Opening				Center-Opening				
		36"	42"	48"	54"	36"	42"	48"	54"	
GEARED RANGE										
200	**1.75**	11.2	12.0	12.8	13.6	9.5	10.0	10.5	11.0	**0.30**
250	**1.75**	10.8	11.6	12.5	13.3	9.2	9.7	10.2	10.7	**0.25**
300	**2.0**	10.4	11.3	12.1	12.9	8.9	9.3	9.8	10.3	**0.20**
350	**2.25**	10.2	11.1	11.9	12.7	8.7	9.1	9.6	10.1	**0.20**
400	**2.5**	10.0	10.9	11.7	12.5	8.5	8.9	9.4	9.9	**0.20**
450	**2.75**	9.8	10.7	11.5	12.3	8.3	8.7	9.2	9.7	**0.20**
GEARLESS RANGE										
500	**3.75**	9.1	10.0	10.8	11.6	7.6	8.0	8.5	9.0	**0.18**
700	**3.75**	9.1	10.0	10.8	11.6	7.6	8.0	8.5	9.0	**0.18**
800	**3.75**	9.1	10.0	10.8	11.6	7.6	8.0	8.5	9.0	**0.18**
1000	**3.75**	9.1	10.0	10.8	11.6	7.6	8.0	8.5	9.0	**0.18**
1200	**3.75**	9.1	10.0	10.8	11.6	7.6	8.0	8.5	9.0	**0.18**

* Values are based on 7'-0" to 7'-6" high doors. For 7'-6" to 8'-6" high doors, add following factor; 0.5 second for widths up to 42" and 1 second for widths over 42".

** Values are based on 12'-0" floor-to-floor height. Adjust using factors noted for variation from this standard.

TABLE 2: FLOOR-TO-FLOOR PERFORMANCE TIME REQUIREMENTS IN SECONDS FOR MACHINE-ROOM-LESS TRACTION ELEVATORS

Speed (fpm)	Accel. Rate (fps^2)	Door Type and Opening Width*								Adjustment per Foot of Travel from 12'-0" Standard** (seconds)
		Side-Opening				Center-Opening				
		36"	42"	48"	54"	36"	42"	48"	54"	
200	**1.75**	11.2	12.0	12.8	13.6	9.5	10.0	10.5	11.0	**0.30**
250	**1.75**	10.8	11.6	12.5	13.3	9.2	9.7	10.2	10.7	**0.25**
300	**2.0**	10.4	11.3	12.1	12.9	8.9	9.3	9.8	10.3	**0.20**
350	**2.25**	10.2	11.1	11.9	12.7	8.7	9.1	9.6	10.1	**0.20**

TABLE 2: FLOOR-TO-FLOOR PERFORMANCE TIME REQUIREMENTS IN SECONDS FOR MACHINE-ROOM-LESS TRACTION ELEVATORS

SPEED (FPM)	ACCEL. RATE (FPS^2)	DOOR TYPE AND OPENING WIDTH*								ADJUSTMENT PER FOOT OF TRAVEL FROM 12'-0" STANDARD** (SECONDS)
		SIDE-OPENING				CENTER-OPENING				
		36"	42"	48"	54"	36"	42"	48"	54"	
400	**2.5**	10.0	10.9	11.7	12.5	8.5	8.9	9.4	9.9	**0.20**
450	**2.75**	9.8	10.7	11.5	12.3	8.3	8.7	9.2	9.7	**0.20**
500	**3.75**	9.1	10.0	10.8	11.6	7.6	8.0	8.5	9.0	**0.18**
700	**3.75**	9.1	10.0	10.8	11.6	7.6	8.0	8.5	9.0	**0.18**

* Values are based on 7'-0" to 7'-6" high doors. For 7'-6" to 8'-6" high doors, add following factor; 0.5 second for widths up to 42" and 1 second for widths over 42".

** Values are based on 12'-0" floor-to-floor height. Adjust using factors noted for variation from this standard.

TABLE 3: FLOOR-TO-FLOOR PERFORMANCE TIME REQUIREMENTS IN SECONDS FOR HYDRAULIC ELEVATORS

SPEED (FPM)	DOOR TYPE AND OPENING WIDTH*								ADJUSTMENT PER FOOT OF TRAVEL FROM 12'-0" STANDARD** (SECONDS)
	SIDE-OPENING				CENTER-OPENING				
	36"	42"	48"	54"	36"	42"	48"	54"	
50	21.5	22.5	23.5	24.5	19.5	20.0	20.5	21.0	**1.2**
75	17.5	18.5	19.5	20.5	15.5	16.0	16.5	17.0	**0.8**
100	15.5	16.5	17.5	18.5	13.5	14.0	14.5	15.0	**0.6**
125	14.5	15.5	16.5	17.5	12.5	13.0	13.5	14.0	**0.5**
150	13.5	14.5	15.5	16.5	12.0	12.5	13.0	13.5	**0.4**

* Values are based on 7'-0" to 7'-6" high doors. For 7'-6" to 8'-6" high doors, add 0.5 second for widths ≤42" and 1 second for widths >42".

** Values are based on 12'-0" floor-to-floor height. Adjust using factors noted for variation from this standard.

TABLE 4: DOOR OPEN/CLOSE TIME REQUIREMENTS*

DOOR WIDTH	HIGH-SPEED HEAVY-DUTY 2.5 FPS				MEDIUM-SPEED MEDIUM-DUTY 2.0 FPS				LOW-SPEED 1.5 FPS			
	Side-Opening		Center-Opening		Side-Opening		Center-Opening		Side-Opening		Center-Opening	
	Open	Close	Open	Close	Open	Close	Open	Close	Open	Close	Open	Close
30"	1.8	3.1	1.3	2.0	2.0	3.1	1.4	2.0	2.3	3.1	1.6	2.0
32"	1.8	3.2	1.5	2.2	2.1	3.2	1.5	2.2	2.5	3.2	1.8	2.2
34"	1.9	3.4	1.5	2.2	2.2	3.4	1.5	2.2	2.7	3.4	1.8	2.2
36"	2.1	3.4	1.5	2.2	2.2	3.4	1.6	2.2	2.8	3.4	1.9	2.2
38"	2.1	3.5	1.6	2.3	2.3	3.5	1.6	2.3	2.9	3.5	2.0	2.3
40"	2.2	3.8	1.6	2.3	2.4	3.8	1.7	2.3	3.0	3.8	2.0	2.3

TABLE 4: DOOR OPEN/CLOSE TIME REQUIREMENTS*												
DOOR WIDTH	HIGH-SPEED HEAVY-DUTY 2.5 FPS				MEDIUM-SPEED MEDIUM-DUTY 2.0 FPS				LOW-SPEED 1.5 FPS			
	Side-Opening		Center-Opening		Side-Opening		Center-Opening		Side-Opening		Center-Opening	
	Open	Close	Open	Close	Open	Close	Open	Close	Open	Close	Open	Close
42"	2.3	4.0	1.6	2.4	2.5	4.0	1.7	2.4	3.1	4.0	2.1	2.4
44"	2.3	4.1	1.6	2.5	2.6	4.1	1.7	2.5	3.2	4.1	2.1	2.5
46"	2.4	4.2	1.6	2.6	2.7	4.2	1.8	2.6	3.3	4.2	2.2	2.6
48"	2.4	4.6	1.6	2.7	2.7	4.6	1.8	2.7	3.5	4.6	2.2	2.7
50"	2.5	4.6	1.8	2.7	2.8	4.6	1.9	2.7	3.6	4.6	2.3	2.7
52"	2.6	4.8	1.8	2.8	2.9	4.8	1.9	2.8	3.7	4.8	2.3	2.8
54"	2.6	5.1	1.8	3.0	3.0	5.1	1.9	3.0	3.7	5.1	2.3	3.0
60"	2.8	6.1	1.8	3.2	3.2	6.1	2.1	3.2	4.1	6.1	2.6	3.2
66"	3.0	6.1	1.9	3.5	3.5	6.1	2.2	3.5	4.3	6.1	2.6	3.5
72"	3.2	6.6	2.0	3.7	3.7	6.6	2.3	3.7	4.7	6.6	2.8	3.7

* Values are based on 7'-0" to 7'-6" high doors. For 7'-6" to 8'-6" high doors, add 0.5 second to close time for widths ≤42" and 1.0 second close time for widths >42". Times are from closed to fully open or fully open to fully closed.

C. Car Ride Quality and Noise: All elevators shall be maintained and adjusted to meet the performance requirements per the original specifications for the equipment at each site and within the following parameters:

1. Horizontal acceleration within the cars during all riding and door operating conditions shall not exceed 15 mg peak-to-peak for gearless elevators and 20 mg peak-to-peak for geared elevators, in the 1-10 Hz range. Measurement criteria shall be ISO 8041, peak-to-peak vs. A95 standard.
2. Vertical acceleration and deceleration shall be constant and not exceed 4 feet/second^2 with an initial ramp between 0.5 and 0.75 seconds.
3. Sustained jerk shall not exceed 6 feet/second^3.
4. Measured noise levels in any moving car outside the leveling zone shall not exceed 55 dBA under any condition including ventilation blower or fan on highest speed. Measured noise levels in the car within the leveling zone or when the car is stopped shall not exceed 60 dBA. There shall be no discernible sound in the elevator car from the machine, pump unit, ropes, sheaves, motor generator sets, platforms, cab walls, or car guides unless it is mutually determined by Contractor and The County that such sounds are attributable to the design of the equipment (provided such design exception shall not apply to the extent that Contractor has provided design or redesign Services under this Contract or a related Contract).

APPENDIX C - DEFINITIONS

A. The words or phrases shown below, which appear in this document are defined as follows:
   1. AHJ: Authority Having Jurisdiction
   2. MCP: Maintenance Control Program as defined by AHJ-enforced version of ASME A17.1
   3. Pro-Active: Acting in anticipation of future problems, needs, or changes.
   4. Full: Complete, especially in detail, number, or duration; all that is wanted, needed, or possible
   5. Preventive: To anticipate or act ahead of; to keep from happening.
   6. Maintain/Maintenance: Keep in an existing state. Preserve from failure or decline.
   7. Unplanned Maintenance: Tasks and/or repairs that are required due to equipment failure due to either operational malfunction or testing failure. Causes that are specifically excluded in this Contract do not count as unplanned maintenance times.
   8. Planned Maintenance: Tasks and/or repairs that are scheduled, in advance, while the unit is operational. To be considered planned, the County must be notified of the intended repair and schedule, in writing, prior to the unit being out of service.
   9. Timely Replacement: Adequate inventory of commonly used spare parts and other components for elevators available within 4 hours.
   10. Tenant Sensitive Items: Anything concerning the elevators that tenants can see, hear, or feel.
   11. Callback: Any request by Property personnel for elevator service assistance, and those requests which elevator industry jargon would describe as a “callback.”
   12. Mean Time Between Failures: The average time between out of service and return to service. This is calculated as the total time out of service/number of out of service events. In the context of this Contract, refers to Mean Time Between Callbacks.
   13. Repair Time Total: Cumulative time for all repairs over the last twelve months or a set calendar twelve-month period.
   14. Availability: Considers equipment down time vs. maximum equipment up time or usage time. This is calculated as “maximum availability - down time/maximum availability - 100" and is expressed as a percentage. The higher the percentage, the better the performance is. This percentage is only calculated vs. the time in the building or facility when the equipment is required to support building activity. The evaluation considers actual equipment availability vs. potential 100% availability. The availability also considers the amount of time a building or facility requires the equipment to be available on a daily, weekly, monthly, annual basis.
   15. Entrapments: An out of service elevator with passengers in the cab requiring the Contractor or other emergency personnel to release the passengers.
   16. Rebuild: To repair, especially to dismantle, rewind, machine, and/or reassemble with new parts.
   17. Fabricate: To construct or manufacture from prepared, standard, or custom components.
   18. Calendar Days: Any day appearing on the calendar, whether a weekday, weekend day, national holiday, state holiday, or other day.

APPENDIX D -
EXTENT AND SCOPE OF SERVICES

A. Pro-Active, Full Preventive Maintenance: Contractor shall regularly and systematically, on a continuous basis, examine, clean, lubricate and adjust the vertical transportation equipment and provide unlimited callback service during regular working hours and, as conditions warrant, in accordance with accepted industry standards and the applicable manufacturer's published specifications and technical field notes, including those published internally within the manufacturer's organization, repair or replace all portions of the equipment, except those specifically excluded, including but not limited to the work and coverage described hereinafter.

B. Elevators:
   1. Basic Elevator Scope: The services shall include all work and materials expressly required herein or reasonably inferred, whether or not expressly stated herein, including, but not limited to the following:
      a. Each visit shall include a visual inspection of the hoistways, machine rooms, pits.
      b. Hoist machines, including worm gears, thrust bearings, drive sheaves, drive sheave shafts, and shaft bearings, tachometers, brake assemblies and pulleys, and all other components and parts of the machine and brake.
      c. Hoist motors and power conversion devices, including motor windings, field coils, rotating elements (including armatures and commutators), brushes, brush holders, motor bearings, and all other related components and parts.
      d. Controllers, drives, selectors and dispatching equipment, including all micro-processor and/or solid-state components, relays, resistors, capacitors, condensers, transformers, contacts, leads, dashpots, timing devices, computer devices, encoders, tach generators, steel selector tapes (or cables), mechanical and electrical driving equipment, and all other related components and parts.
      e. Governors, including governor sheave shaft assemblies, bearings, contacts, governors' jaws, and all other related components or parts.
      f. Rope brake devices, secondary braking devices, car, and counterweight safeties, including actuating mechanisms, jaws, and all other related components and parts.
      g. Car and counterweight safeties, including actuating mechanisms, jaws, and all other related components and parts.
      h. Hoistway equipment, including deflector or secondary sheaves and sheave bearings, car, and counterweight guide rails (excluding replacement), top and bottom limit switches, counterweights and counterweight guide shoes including rollers or sliding gibs, inductors, cams, tapes and all other related components and parts.
      i. Hoistway entrance equipment, including hoistway door interlocks, hangers, hanger covers and tracks, hoistway door drive assemblies including vanes, drive blocks, clutches, pick-up assemblies and bearings, bottom door guides, auxiliary door closing devices (including cables, sheaves, and arms), door restrictor devices, and all other related components and parts.
      j. Car and hoistway door gibs, including their attachments to the door panels.
      k. Car equipment, including car guide assemblies, guide rollers or sliding car guides, car door restrictors, car top exhaust fan or blowers, car top 2:1 sheaf, load weighing or sensing switches, car top inspection stations, car top and bottom lights, car frames, car platforms, and all other related components and parts.
      l. Car door operators, including door drive chains, sheaves or belts, car door hangers, hanger covers and rollers, car door contacts, all door protective devices (including screen type detectors, proximity edges, mechanical safe edges, and light rays), and all other related components and parts.

m. Pit equipment, including car and counterweight buffers, tape sheave assemblies, governor rope pit tension sheave assemblies, compensating rope sheave assemblies or other pit mounted compensation guides, pit lights, and light fixtures including re-lamping (bulbs furnished by The County), and all other related components and parts.
n. Alarm bells, emergency stop switches, emergency car lights, and batteries.
o. Car operating panels and their attachments to return panels, hall call pushbutton stations, car, and corridor signals and fixtures (including lighted surrounds or buttons), visual and audible signaling devices, remote status panels and switches, traveling cables and wiring and all other related components and parts.
p. Hoist, compensating, and governor ropes, chains or belts and their fastening means, and all other similar or related components and parts.
q. Seismic Devices, including seismic switches and contacts, derailment devices, and all other related components and parts.
r. Hydraulic: Elevator pump, motor, motor windings, roped hydraulic cables, governors, plunger single or multi-stage, all plunger packings, oil/fluid, V-belts, strainers, valves, mufflers, Victaulic fittings, seals, pit oil return units, emergency return unit, oil coolers, emergency return unit and battery. If there is a leak in the hydraulic tank, Contractor is expected to make all attempts to repair the leak. Replacement of the tank unit is the responsibility of the County.

2. Additional Elevator Scope of Work:
   a. Treat all motor windings, as needed, with proper insulating compound that has been approved by the motor manufacturers. Replace any cracked or badly worn field coil windings.
   b. Keep all car tops, pits, and hoistways clean and free from dirt, oil, lint, debris, and stored items, and maintain each machine room in clean, neat condition.
   c. Renew all wire ropes or hoisting belts as often as is necessary to maintain an adequate factor of safety. Maintain equal tension on all hoisting ropes or belts, and, where appropriate, shorten any hoisting device as necessary to provide continued safe operation and maintain normal traction.
   d. Keep all wire ropes, hoisting belts, and guide rails clean and free from dirt, lint, rust, or accumulated grease, and keep rail shanks properly painted.
   e. Repair or replace conductor cables/traveling cables and hoistway and machine room elevator wiring to prevent shutdowns and provide uninterrupted operation of elevator signals and uninterrupted elevator operation.
   f. Disassemble machine brakes annually, unless otherwise agreed in writing, check for and replace worn parts, clean all retained parts, reassemble, lubricate, and adjust for proper operation.
   g. Affix by stencil painting and maintain the appropriate elevator numbers on the car crossheads and on all equipment components in the machine rooms and pits, including hoist machines, motor generators, governors, control cabinets, buffers, and compensation sheave assemblies. These numbers shall be a minimum of 1½" high except on the governor or compensation sheave assembly, which may be less if a suitable flat surface of 1½" is not available.
   h. Repair damage to car and hoistway door finish when caused by improper adjustment or maintenance of associated door equipment.
   i. Replace burned out light tubes or bulbs, furnished by The County, in all machine room and pit light fixtures. Replacement of car light bulbs or tubes shall be The County's responsibility when accessibility is possible using standard hand tools from inside elevator cab.
   j. Maintain the emergency telephone, telephone buttons, button contacts, speakers, and wiring from the machine room junction box, in a fully operational condition. Also maintain wiring for the car telephones from the cars to the machine room junction boxes.

k. 24/7 monitoring of the emergency communication devices per code requirements.
l. Maintain, in fully operational condition, the complete Elevator Status or Monitoring Panels in the main lobby Security Desk, and the complete elevator panel in the Fire Command Center, including all lenses, lights, switches, and all associated wiring from the panels to the machine room junction boxes.
m. Maintain, in fully operational condition, Elite type elevator position indicators.
n. Any panel that includes integral elevator information within the display.
o. Maintain the emergency telephone buttons, button contacts, speakers, and wiring to the machine room junction box, in a fully operational condition. Also maintain wiring for the car telephones from the cars to the machine room junction boxes.
p. Maintain, in fully operational condition, the complete Elevator Status or Monitoring Panels in the main lobby Security Desk, and the complete elevator panel in the Fire Command Center, including all lenses, lights, switches, and all associated wiring from the panels to the machine room junction boxes.

3. Additional Services:
   a. Cleaning:
      1) Contractor shall clean elevator equipment, machine rooms, hoistways and pit floors at regular intervals sufficient in frequency to maintain a professional appearance, prevent tracking of dirt, oil, grease, or carbon dust from car tops, pits, or machine rooms onto carpeted areas, and to preserve the life of the equipment.
      2) Contractor shall not be responsible for cleaning any equipment made necessary by events beyond its reasonable control or because of improper janitorial or building maintenance functions. Unusual conditions, such as on-going construction or “build-out” in the building may be reviewed with The County to determine responsibility for cleaning.
   b. Lubrication:
      1) Lubricate the equipment at intervals recommended by the equipment manufacturer or as dictated by the use of the equipment. All lubricants shall be suitable for the purpose intended and shall meet or exceed the minimum requirements specified by the manufacturer of the equipment to which the lubricant is applied.
      2) Lubricants, cleaning fluids and all combustible liquid shall be stored in metal cabinets in the machine room and shall be disposed of in accordance with OSHA and EPA guidelines. MSDS data sheets shall be posted as required.
   c. Adjustment: Adjust the equipment as necessary:
      1) To the specifications found in this Contract.
      2) When required to maintain performance standards specified in this Contract.
      3) When necessary, to preserve the useful life of a part or assembly.
      4) When necessary, to prevent or eliminate Tenant Sensitive items from becoming adversely noticeable to building’s tenants.
      5) Additionally, Contractor shall check and adjust the elevator dispatching systems and make necessary tests at such intervals as are required to ensure all systems are operating properly. If required to complete such system checks, this work shall be completed during overtime at no additional cost to The County.
   d. Repairs and Replacements: Make repairs and/or replace all worn, damaged, or broken parts or components. Parts or components requiring repair shall be rebuilt to “as new” condition. Parts or components shall be replaced:
      1) When worn beyond normal adjustment limits.
      2) When necessary, to ensure continued normal operation.
      3) When necessary, to extend the useful life of the elevators or any of their components.

4) When necessary, to continue safe, dependable operation in accordance with ASME A17.1 and A17.2 Code.
5) When necessary, to continue performance of the equipment in accordance with its original design.
6) When necessary, to maintain the performance, standards specified in this Contract, including the elevator performance, smoothness, and quietness of operation.
7) When more than one elevator requires repair, The County, upon consultation with Contractor, shall establish priorities of accomplishment.

e. Manufacturers' Parts and Lubricants: In performing the Services, Contractor agrees to provide parts used by manufacturers of the equipment for replacement or repair, and to use lubricants obtained from and/or recommended by the manufacturer of the equipment. Equivalent parts or lubricants may be used if approved in writing by The County.

f. Adequate Parts and Parts Storage:
1) Contractor shall maintain an adequate inventory of spare parts and components to permit timely replacement and repairs without delay. All parts, materials, lubricants, rags, cleaning fluids, combustible liquids, and other materials and supplies shall be kept and stored in U.L. rated metal cabinets, provided by Contractor, properly secured, in each machine room, unless code required clearances would be violated by the presence of such cabinets. All materials and supplies kept in these cabinets shall be neatly arranged, and cabinet doors shall be left in the fully closed position after each visit.
2) Cabinets shall be sufficient in number and size to store all parts, materials, and supplies out of sight. No parts, materials, or supplies shall be stored on top of cabinets, on the floors, or any other place where they are visible.

g. Prompt Corrective Action: When, as a result of an examination, a need for corrective action is apparent and the corrective action is within the scope of Contractor's responsibility, Contractor shall proceed immediately to make such replacements, repairs, and/or corrections. If Contractor reasonably believes the corrective action is not within the scope of Contractor's responsibility, and no safety or potential safety problem exists, Contractor shall deliver a written report to The County within seven (7) calendar days of the examination. If a safety or potential safety problem exists, Contractor shall immediately take corrective action at the least possible expense to The County, regardless of scope of responsibility, and make a prompt written report to The County.

APPENDIX E -
CODE-MANDATED TESTS

A. Contractor shall schedule, coordinate, and complete statutory Category 1, 3, and 5 tests and other equipment tests in accordance with the more stringent of the requirements of ASME A17.1 of the AHJ including but not limited to:
   1. Annual no load slow speed test of car and counterweight safeties, governors, and buffers.
   2. Five-year, full load, full speed test of car and counterweight safeties, governors, and buffers.
   3. Monthly firefighters' service operational tests.
   4. Annual pressure relief tests on hydraulic elevators.
   5. Annual standby power operation tests on elevators.
   6. Monthly Operational Tests: battery pack car emergency lighting, monthly car emergency communication device, and battery pack car lowering devices or car rescue devices.

B. Contractor shall schedule, coordinate, and complete all statutory tests. Contractor shall schedule said tests in the presence of local enforcing authority and/or persons designated by The County. Scheduling difficulties shall not exempt Contractor from performing tests in compliance with applicable Code or regulatory requirements.

C. Contractor shall make "Periodic Inspections and Tests" in accordance with the more stringent of the requirements of ASME A17.1 or the AHJ.

D. Contractor shall provide not fewer than fourteen calendar days prior notification to The County of its intention to perform any testing including Category 1 and Category 5 tests such that a representative of The County may witness the tests. Written reports of all "Periodic" tests shall be submitted to The County. The Contract Price shall include all such required tests during regular hours.

E. The Elevator Contractor must assist with periodic inspection and testing of Standby Power Operation in accordance with the more stringent of ASME A17.1 or the AHJ. The County shall conduct tests during regular hours. Should The County require tests during overtime hours, the additional costs for tests performed in overtime shall be paid by The County in accordance with this Contract. If the elevators systems fail to work correctly during the testing procedure the elevator contractor shall make necessary corrections and be present at the next test to assure proper operation at no charge to the customer. The base hours spent providing this assistance during this overtime testing may be credited against the minimum hours required by Appendix A of this Contract.

F. Category 1 tests shall be performed during regular hours. Category 5 tests shall also be scheduled during regular working hours. Should The County require tests during overtime hours, the additional costs for tests performed in overtime shall be paid by The County in accordance with Section 00310 Item 1.8 of this Contract.

G. Contractor shall affix metal tags for all Category 1, and 5 tests in accordance with ASME A17.1-2004 or later, adopted by the AHJ.

H. Contractor shall complete and submit all documentation required of elevator service provider by AHJ.

I. Contractor is responsible for ensuring all equipment included under Contract is free and clear of all violations whether those violations are the result of AHJ-required testing or other inspections.

J. Contractor's failure to execute statutory tests mandated by either national Codes or local jurisdictions or regulations within thirty calendar days of required time constraint shall make the Contractor responsible for any fines assessed by the AHJ. In the event the AHJ places the elevator out of service or

levies a fine because of missed statutory tests, no additional costs shall be paid by The County. To prevent missed required testing, the contractor shall schedule said tests in a timely manner with the building management.

K. Before performing tests of the elevators, Contractor shall take all reasonable steps to verify that the equipment is in a safe condition for testing, shall check appropriate clearances, shall check basic operation of safety devices, and shall adhere to best practices in making the tests, including all safety procedures in general use by the Contractor or published by the Contractor or manufacturer of the equipment.

L. Contractor shall be responsible for damages to elevator components as a result of any AHJ/code-required test if damage would have been prevented through proper maintenance of equipment or safety devices. See Section K above.
   1. This includes, but is not limited to, machines, buffers, sheaves, ropes, safety devices.
   2. Interior finishes are EXCLUDED from the contractor's responsibility.

M. Submit Inspection reports to The County within ten (working days of completion of tests, confirming findings including corrective actions required and taken. When a deficiency is noted by the AHJ, for all items that are not covered under the service Contract, contractor shall submit a written proposal to The County within ten working days.

EXHIBIT 15

COUNTYWIDE COMMUNITY WORKFORCE AGREEMENT

BY AND BETWEEN

THE COUNTY OF LOS ANGELES

AND

THE LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION TRADES COUNCIL AND THE SIGNATORY CRAFT COUNCILS AND LOCAL UNIONS

TABLE OF CONTENTS

PURPOSE 1
ARTICLE 1 DEFINITIONS 2
ARTICLE 2 SCOPE OF AGREEMENT 5
ARTICLE 3 EFFECT OF AGREEMENT 7
ARTICLE 4 WORK STOPPAGES AND LOCKOUTS 9
ARTICLE 5 NO DISCRIMINATION OR HARASSMENT 14
ARTICLE 6 UNION SECURITY 14
ARTICLE 7 REFERRAL 15
ARTICLE 8 WAGES AND BENEFITS 19
ARTICLE 9 HOURS OF WORK, OVERTIME, SHIFTS AND HOLIDAYS 20
ARTICLE 10 COMPLIANCE 23
ARTICLE 11 DISPUTE RESOLUTION PROCEDURE 23
ARTICLE 12 LABOR/MANAGEMENT COLLABORATION 25
ARTICLE 13 JURISDICTIONAL DISPUTES 25
ARTICLE 14 APPRENTICES 26
ARTICLE 15 MANAGEMENT RIGHTS 26
ARTICLE 16 SAFETY, PROTECTION OF PERSON AND PROPERTY 28
ARTICLE 17 SAVINGS CLAUSE 29
ARTICLE 18 PRE-JOB CONFERENCE 29
ARTICLE 19 WORK AND ECONOMIC OPPORTUNITY 30
ARTICLE 20 STEWARDS 33
ARTICLE 21 TERM 33
ARTICLE 22 RESPONSIBILITY FOR COSTS 34
ARTICLE 23 MISCELLANEOUS PROVISIONS 34
ATTACHMENT A: LETTER OF ASSENT 37
ATTACHMENT B: APPLICABLE UNION MASTER LABOR AGREEMENTS 38
ATTACHMENT C - DRUG AND ALCOHOL TESTING POLICY 40
ATTACHMENT D – LOCAL AND TARGETED WORKER HIRING POLICY 46

PURPOSE

The purpose of this Countywide Community Workforce Agreement ("CWA" or "Agreement") is to provide for the orderly settlement of labor disputes and grievances without strikes or lockouts, and to maximize the economic development opportunities for residents and businesses located within the County of Los Angeles ("County"), thereby promoting the public interest in assuring timely and economical completion of construction projects covered by this Agreement ("Covered Projects").

WHEREAS, the County is contemplating that, during the term of this Agreement, the County will likely proceed with the construction of Covered Projects; and

WHEREAS the construction of such Covered Projects will be of the utmost importance to the County and the general public of the County; and

WHEREAS, the work on such Covered Projects will require maximum cooperation between the Parties to this Agreement, as well as with the contractors selected to perform the work covered under this Agreement; and

WHEREAS, both the County and the Unions intend to maximize local economic development by ensuring equity and economic inclusion through comprehensive workforce and business development strategies and partner coordination; and

WHEREAS, this Agreement reflects a commitment by all Parties to the diversity in the workforce hiring; and

WHEREAS, increasing access to employment opportunities with prevailing wages is one way for the County and the Unions to directly combat poverty and unemployment; and

WHEREAS, the County and the Unions are both committed to contribute to the economic development of the community through the inclusion of Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE) firms in the execution of Covered Projects; and

WHEREAS, the County and the Unions are both committed to eliminating barriers and challenges to open competition and growth for LSBE, DVBE, and SE firms performing work on Covered Projects; and

WHEREAS, the County and the Unions are both committed to eliminating barriers and increasing the hiring and employment in the construction trades of Local Residents and Targeted Workers, including creating more opportunities for women and minorities to have craft labor careers in the construction trades; and

WHEREAS, the Contractors/Subcontractors/Employers ("Contractors") and the Unions desire to mutually establish and stabilize wages, hours, and working conditions for the workers employed on Covered Projects by the Contractors, and further, to encourage close cooperation

among the Contractors and the Unions to the end that a satisfactory, continuous and harmonious relationship will exist among the Parties to this Agreement; and

WHEREAS, large numbers of workers of various skills will be required in the performance of the construction work covered by this Agreement, including those to be represented by the Unions and any other craft labor organization which is signatory to this Agreement employed by Contractors who are signatory to agreements with said labor organizations; and

WHEREAS, it is recognized that Covered Projects will engage multiple contractors and bargaining units on Covered Project sites at the same time over an extended period of time, the potential for work disruption is substantial without an overriding commitment to maintain continuity of work; and

WHEREAS, the interests of the general public, the County, the Unions, Contractors, and workers would be best served if future Covered Projects proceed in an orderly manner free of disruption because of strikes, sympathy strikes, work stoppages, picketing, lockout, slowdowns or other interferences with work; and

WHEREAS, the Parties signatory to this Agreement pledge their full good faith and trust to work towards a mutually satisfactory completion of Covered Projects.

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES, AS FOLLOWS:

ARTICLE 1 DEFINITIONS

1.1 "Agreement" means this Community Workforce Agreement, which meets the definition of a "project labor agreement" pursuant to California Public Contract Code §2500, *et. seq.*

1.2 "Apprentice" as used in this Agreement shall mean those apprentices registered and participating in a Joint Labor/Management Apprenticeship Program ("Apprenticeship Program") approved by the State of California, Department of Industrial Relations, Division of Apprenticeship Standards.

1.3 "Board" means the Los Angeles County Board of Supervisors, acting in their capacity as the governing authority of the County.

1.4 "California Construction Labor Hours" means all craft worker hours performed on a Covered Project by California residents, excluding the hours performed by inspectors, off-site material fabricators, designers, project office staff, or vendors.

1.5 "Construction Contract" means the contract with a prime Contractor for the construction of a Covered Project.

1.6 "Contractor/Subcontractor/Employer" ("Contractors") means the prime Contractor and all subcontractors and owner operators of any tier, with respect to work performed within the

scope of a Construction Contract. Contractors may bid for and be awarded work within the scope of a Construction Contract for a Covered Project without regard as to whether the Contractors are otherwise a party to any Union collective bargaining agreement.

1.7 "Core Employee" as used in this Agreement shall mean an employee whose name appeared on the Contractor's active payroll for sixty (60) working days out of the last one hundred (100) working days immediately before the award of work within the scope of a Covered Contract to the Contractor, who possesses any license and meets all standards required by state or federal law for the work to be performed; and who has the ability to safely perform the functions of the applicable trade; and who has worked at least two-thousand (2,000) hours in the construction craft in which they are employed during the prior four (4) years.

1.8 "County" means the County of Los Angeles and its Departments, Commissions, and Agencies delivering the proposed Covered Projects.

1.9 "Covered Project" means a County construction project that meets one or more of the criteria specified in 1.9.1, below, and which does *not* meet one or more of the criteria specified in 1.9.2, below.

1.9.1 A County construction project shall be considered a "Covered Project" if it meets one or more of the following criteria and does not meet one or more of the criteria specified in 1.9.2, below:

(a) The Board is advised by the relevant County department prior to solicitation for the construction that the construction project has an estimated construction contract value of $5,000,000 or greater.

(b) Prior to the bid advertisement date or request for proposals release date for the construction of a project, the Board determines, in its sole discretion, that it wishes to include a County construction project as a Covered Project even though that project does not have an estimated construction contract value of $5,000,000 or greater.

1.9.2 A County construction project shall not be considered a "Covered Project" if it meets one or more of the following criteria:

(a) The construction project is being let due to an emergency, declared by the United States, or by the State of California, or by the Board, or by the Director of Public Works.

(b) The construction project is for the construction of supportive, interim, and/or affordable housing.

(c) The construction project is being performed using Job Order Contracts.

(d) The project was determined to be a Covered Project, but the Board subsequently cancelled the project.

1.10 "Current Prevailing Wage Determination" means the most recently adopted and published prevailing wage determination by the State of California, Department of Industrial Relations, in effect at the time the work is performed by each Contractor.

1.11 "Disabled Veteran Business Enterprise" or "DVBE" shall mean: (1) A business which is certified by the State of California as a disabled veteran business enterprise; or (2) A business which is verified as a service-disabled veteran-owned small business by the Veterans Administration.

1.12 "Jobs Coordinator" means an individual or entity contracted or employed by a Contractor to facilitate implementation of the Local and Targeted Worker Hiring Policy (LTWHP) and carry out other duties required by the Agreement.

1.13 "Joint Labor/Management Apprenticeship Program" means a joint Union and Contractor administered apprenticeship program certified by the Division of Apprenticeship Standards, Department of Industrial Relations of the State of California.

1.14 "Letter of Assent" means the document which formally binds each Contractor to adherence to all the forms, requirements, and conditions of this Agreement that each Contractor (of any tier) must sign and submit to the County's designated office and to the Council prior to beginning any work covered by this Agreement. The form Letter of Assent is attached as Attachment A.

1.15 "Local and Targeted Worker Hiring Policy" or "LTWHP" means, for each construction project, the policy adopted by the County's Board of Supervisors a copy of which is attached hereto as Attachment D.

1.16 "Local Small Business Enterprise" or "LSBE" shall mean a business which is certified by the State of California as a small business and has had its principal office located in the County for at least one (1) year.

1.17 "Master Labor Agreement" or "MLA" means the local collective bargaining agreements of the signatory Unions having jurisdiction over the work on the Covered Project, as such may be changed from time-to-time, and which are incorporated herein and listed in Attachment B.

1.18 "Project Labor Coordinator" means the designee of the County, either from its own staff or an independent entity acting on behalf of the County, to monitor compliance with this Agreement and assist with developing and implementing the programs referenced herein, all of which are critical to fulfilling the intent and purposes of the Parties and this Agreement, and to otherwise implement and administer this Agreement.

1.19 "Social Enterprise" or "SE" means nonprofit or for-profit businesses whose primary purpose is the "common good" and which "use the methods and disciplines of business and the power of the marketplace to advance their social, environmental and human justice agendas, wherein the organization that applies commercial strategies to maximize improvements in human and environmental well-being," that may "include maximizing social impact rather than profits for external shareholders," and has both: (1) been in operation for at least one (1) year

providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; and (2) is certified by the County's Department of Economic Opportunity as a SE.

1.20 "Subscription Agreement" means the contract between a Union's Labor Management Trust Funds and a Contractor that is not a party to a current collective bargaining agreement with a union signatory to this Agreement to document that Contractor's agreement to comply with the trust fund contribution requirements of the Letter of Assent described in Section 3.4., below. The Subscription Agreement cannot bind the Contractor beyond the obligations set forth in this Agreement and is limited to work performed within the scope of the Construction Contracts.

1.21 "Skilled Journeyperson" has the same meaning as in California Public Contract Code §2601.

1.22 "Targeted Worker" is defined in the LTWHP, and the categories of Targeted Workers shall be listed in the Craft Employee Request Form created for each Covered Project.

1.23 "Tier 1 Local Resident" is defined in the Local and Targeted Worker Hiring Policy.

1.24 "Tier 2 Local Resident" is defined in the Local and Targeted Worker Hiring Policy.

1.25 Tier 1 Local Residents and Tier 2 Local Residents shall be collectively referred to as "Local Residents".

1.26 "Union" or "Unions" or "Signatory Unions" means the Los Angeles/Orange Counties Building and Construction Trades Council ("Council") affiliated with North America's Building Trades Unions (AFL/CIO), and the local unions and district councils signing this Agreement, whose names are subscribed hereto and who have through their officers executed this Agreement.

ARTICLE 2 SCOPE OF AGREEMENT

2.1 Parties: Unless otherwise provided or limited herein, this Agreement shall only apply to the Contractors performing work or agreeing to perform work pursuant to a Construction Contract for a Covered Project, the Council, the Unions, and the County. The Council, the Unions and the County shall hereinafter be referred to as the Parties.

2.2 Application of Agreement: This Agreement shall only apply to the work within the scope of a Construction Contract for a Covered Project, as defined above, unless specifically excluded or limited in Section 2.3, below. This Agreement shall in no way limit the County's right to terminate, modify or rescind a Construction Contract and/or any related subcontract or agreement and the County has the sole discretion and right to combine, consolidate, cancel, terminate, or take other action regarding any Construction Contracts or portions of any Construction Contracts. Should the County remove or terminate any Construction Contract and thereafter authorize that work be commenced or re-commenced, that Construction Contract shall

be performed under the terms of this Agreement unless this Agreement has expired prior to the authorization to commence or re-commence such work.

2.3 Exclusions:

2.3.1 This Agreement shall not apply to any off-site maintenance of leased equipment and on-site supervision of such maintenance work.

2.3.2 This Agreement shall not apply to or impact in any way service contracts or operation or maintenance contracts entered into by the County including, but not limited to said contract relating to the Covered Projects, services provided at any County facility, building and/or the operation or maintenance of any County owned and operated facilities.

2.3.3 This Agreement shall not apply to the Contractor's non-manual employees including, but not limited to, superintendents, assistant superintendents, supervisors, staff engineers, master mechanics, office engineers, time keepers, mail carriers, clerks, office workers, messengers, guards, safety personnel, emergency medical and first aid technicians or any other employee of the Contractors above the rank of Craft Foreman, and other engineering, administrative, supervisory, and management employees, including quality control and quality assurance management personnel to the extent they do not perform the work of a Surveyor or Building/Construction Inspector and/or Field Soils and Material Tester (Inspector), as covered by Section 2.3.6.

2.3.4 This Agreement shall not apply to material suppliers of raw materials, manufactured products, offsite hauling or delivery by any means of material, supplies, or equipment required to or from any point of delivery; provided, however, that lay down or storage areas for equipment or material and manufacturing (prefabrication) sites, dedicated solely to a Covered Project, and the movement of materials or goods between locations on a Covered Project site, are within the scope of this Agreement to the extent that those lay down or storage areas and prefabrication sites are for work within the scope of the Construction Contracts.

2.3.5 Certain equipment and systems of a highly technical and specialized nature may have to be installed at the Covered Project. The nature of such equipment and systems, together with requirements of manufacturer's warranty, may dictate that it be prefabricated, pre-piped, and/or pre-wired. The Unions agree to install such material, equipment and systems without incident, or allow such installation to be performed by the manufacturer's employees or a contractor designated by the manufacturer where the Unions are unable to perform such work or the warranty specifies that it may be void absent installation by the manufacturer or certified installation personnel of the manufacturer's authorized contractor or vendor (or the warranty explicitly requires such authorized and certified personnel to perform the installation) and no such authorized union contractor in the applicable trade has successfully bid the work, then such installation shall not be covered under this Agreement. The prime Contractor shall notify the Unions at the

pre-job conference of the use of this provision and shall provide copies of the written warranty to the affected Union that requires the work be performed by the manufacturer's own personnel, or a contractor certified by the manufacturer. When the warranty does not require installation by the manufacturer's own personnel or a contractor certified by the manufacturer, the Unions agree to perform and install such work under the supervision and direction of the manufacturer's representative. This Section 2.3.5 shall not apply to construction equipment owned or rented by contractor used during construction, but which does not become integrated into the site.

2.3.6 This Agreement shall not apply to any employees of the County, design teams (including, but not limited to architects, engineers, master planners), or any other consultants directly contracted by the County (including, but not limited to, project managers, construction managers, inspectors and their employees and their sub-consultants, and other employees of professional service organizations). Notwithstanding the foregoing, this exclusion shall not apply to the classifications of Surveyors and/or Building/Construction Inspector and/or Field Soils and Material Testers (Inspectors) unless they are County employees. This inclusion applies to the scope of work defined in the State of California Wage Determination for that craft. This shall also specifically include such work where it is referred to by utilization of such terms as "quality control" or "quality assurance." Every Inspector performing under these classifications on Covered Projects pursuant to a professional services agreement, a contract directly with the County or a contract with a Contractor shall be bound to all applicable requirements of this Agreement. Covered work as defined by this Agreement shall be performed pursuant to the terms and conditions of this Agreement regardless of the manner in which the work was awarded.

2.3.7 Any work performed on or near or leading to or into a site of work covered by this Agreement and undertaken by state, city or other governmental bodies, or their Contractors; or by public utilities, or their Contractors, for work for which is not within the scope of this Agreement

2.4 The County and/or the Contractors, as appropriate, have the absolute right to award the Construction Contracts under this Agreement to any Contractor notwithstanding the existence or non-existence of any agreements between such Contractor and any Union parties, provided only that such Contractor is ready, willing, and able to execute and comply with this Agreement should such Contractor be awarded work under a Construction Contract for a Covered Project.

ARTICLE 3 EFFECT OF AGREEMENT

3.1 By executing this Agreement, the Unions and the County agree to be bound by each and every provision of this Agreement. The provisions of this Agreement, including the applicable terms of the Master Labor Agreements ("MLA(s)"), as such may be changed from time-to-time and which terms are incorporated herein by reference, shall apply to the work within the scope of the Construction Contracts for the Covered Projects. To the extent that the provisions of this

Agreement are inconsistent with the applicable MLA, the provisions of this Agreement shall prevail, notwithstanding the provisions of any other local, area and/or national agreement which may conflict with or differ from the terms of this Agreement. However, such does not apply to work performed under the National Cooling Tower Agreement, the National Stack Agreement, the National Transit Division Agreement (NTD), or within the jurisdiction of the International Union of Elevator Constructors and all instrument calibration and loop checking work performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians except that Articles dealing with Work Stoppages and Lock-Outs, Work Assignments and Jurisdictional Disputes, and Settlement of Grievances and Disputes shall apply to such work.

3.2 It is specifically agreed that no later agreement shall be deemed to have precedence over this Agreement unless signed by all Parties signatory hereto who are then currently employed or represented at the Covered Project. Where a subject covered by the provisions of this Agreement is also covered by a MLA, the provisions of this Agreement shall apply. Where a subject is covered by a provision of a MLA and not covered by this Agreement, the provisions of the MLA shall apply. Any dispute as to the applicable source between this Agreement and any MLA for determining the wages, hours of working conditions of employees on this Covered Project shall be resolved under the procedures established in Article 11.

3.3 It is understood that this Agreement constitutes a self-contained, stand-alone agreement and that, by virtue of having become bound to this Agreement, the Contractor will not be obligated to sign any local, area or national collective bargaining agreement as a condition of performing work within the scope of this Agreement, except as provided in Section 3.4, below.

3.4 It is agreed that all Contractors of whatever tier, who have accepted the award of work within the scope of a Construction Contract, shall be required to accept and be bound to the terms and conditions of this Agreement, and shall evidence their acceptance by the execution of the Letter of Assent as set forth in Attachment A hereto, prior to the commencement of work. At the time that any Contractor enters into a subcontract with any subcontractor of any tier providing for the performance of work within the scope of a Construction Contract, the Contractor shall provide a copy of this Agreement to said subcontractor and shall require the subcontractor, as a part of accepting the award of a construction subcontract, to agree in writing in the form of a Letter of Assent to be bound by each and every provision of this Agreement prior to the commencement of work on the Covered Project. No Contractor shall commence work within the scope of a Construction Contract without having first provided a copy of the Letter of Assent as executed by it to the Project Labor Coordinator and the Council, 48 hours before the commencement of such work, or within 48 hours after the award of such work to that Contractor, whichever occurs later. Further, Contractors not signatory to the established Joint Labor/Management Trust Fund Agreements, as described in the MLAs for the craft workers in their employ, shall sign a Subscription Agreement with the appropriate Joint Labor/Management Trust Funds covering the work performed under this Agreement before such work is commenced. It shall be the responsibility of the prime Contractor to have each of its lower-tier Contractors sign such Subscription Agreement with the appropriate Union prior to the Contractor beginning work performed under this Agreement. The Subscription Agreement shall not bind the Contractor beyond the terms and conditions of this Agreement and must be limited to work performed within the scope of a Covered Contract for a Covered Project.

3.5 This Agreement shall be binding on the signatory Contractors hereto only and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party or any other contract for construction or project to which this Agreement does not apply.

3.6 This Agreement shall be included as a general condition of the Construction Contract for each of the Covered Projects.

ARTICLE 4 WORK STOPPAGES AND LOCKOUTS

4.1 There shall be no strikes, sympathy strikes, picketing, work stoppages, slowdowns, sickouts, handbilling or other disruptive activity for any reason (including but not limited to disputes relating to the negotiation or renegotiation of applicable MLA(s), economic strikes, unfair labor practice strikes, safety strikes, sympathy strikes, and jurisdictional strikes or disputes) by the Union, or by any employee, and there shall be no lockout by the Contractor. Failure of any Union or employee to cross any picket line established at the Covered Project site is a violation of this Article.

4.2 The Union shall not sanction, aid or abet, encourage, or continue any work stoppage, strike, picketing or other disruptive activity at the Covered Project site and shall undertake all reasonable means to prevent or to terminate any such activity. No employee shall engage in activities which violate this Article. Any employee who participates in or encourages any activities which interfere with the normal operation of the Covered Project shall be subject to disciplinary action, including discharge, and if justifiably discharged for the above reasons, shall not be eligible for rehire on the Covered Project. If any Union is notified of any offsite work stoppage, strike, picketing or other disruptive activity by the Union that will economically and/or materially affect the completion of the Covered Project, the Union will promptly make good faith efforts to cease such Covered Project work disruption.

4.3 The Union shall not be liable for independent acts of employees for whom it has no responsibility. The principal officer or officers of a Union will immediately instruct, order and use their best efforts of their office to cause the employees they represent to cease any violations of this Article. A Union complying with this obligation within two (2) business days of its knowledge of or receipt of notice of such independent acts of employees shall not be liable for unauthorized acts of employees it represents. The failure of the Contractor to exercise its right in any instance shall not be deemed a waiver of its right in any other instance.

4.4 If a MLA, local, regional, and other applicable labor agreements expire during the term of this Agreement, it is specifically agreed that there shall be no strike, sympathy strike, picketing, lockout, slowdown, withholding of work, refusal to work, walk-off, sick-out, sit-down, stand-in, wobble, boycott or other work stoppage, disruption, advising of the public that a labor dispute exists, or other impairment of any kind as a result of the expiration of any local, regional or other applicable labor agreement having application at any Covered Project and/or failure of the parties to that agreement to reach a new contract. Otherwise to the extent that such a local, regional, or other applicable labor agreement does expire and the parties to that agreement have failed to reach agreement on a new contract, work will continue on the Covered Project on one of the

following two bases, both of which will be offered by the Unions involved to the Contractors affected:

4.4.1 Each of the Unions with a contract expiring must offer to continue working on the Covered Project under interim agreements that retain all the terms of the expiring contract, except that the Unions involved in such expiring contracts may each propose wage rates and employer contribution rates to employee benefit funds different from what those wage rates and employer contributions rates were under the expiring contracts. The terms of the Union's interim agreement offered to Contractors will be no less favorable to the Contractor than the terms offered by the Union to any other employer or group of employers covering the same type of construction work in the County.

4.4.2 Each of the Unions with a contract expiring must offer to continue working on the Covered Project under all the terms of the expiring contract, including the wage rates and employer contribution rates to the employee benefit funds if the Contractors affected by that contract agree to the following retroactivity provisions: if a new MLA for the Union having jurisdiction at the Covered Project is ratified and if such new MLA provides for retroactive wage or fringe benefit contribution increases, then each affected Contractor shall pay to its employees (and the respective trust funds for hours worked by employees) who performed work covered by the Agreement at the Covered Project during the hiatus between the effective dates of such labor agreements, an amount equal to any such retroactive wage increase established by such new labor agreement, retroactive to whatever date is provided by the new local, regional or other applicable agreement for such increase to go into effect, for each employee's hours worked on the Covered Project during the retroactive period. All Parties agree that such affected Contractor shall be solely responsible for any retroactive payment to its employees and that neither the County nor any other Contractor has any obligation, responsibility or liability whatsoever for any such retroactive payments or collection of any such retroactive payments, from any such Contractor.

4.4.3 Some Contractors may elect to continue to work on the Covered Project under the terms of the interim agreement option offered under 4.4.1 above and other Contractors may elect to continue to work on the Covered Project under the retroactivity option offered under 4.4.2 above. To decide between the two options, Contractors will be given one (1) week after the particular MLA has expired or one (1) week after the Union has personally delivered to the Contractor in writing its specific offer of terms of the interim agreement pursuant to 4.4.1 above, whichever is the later date. If the Contractor fails to timely select one of the two options, the Contractor shall be deemed to have selected the option of 4.4.2.

4.5 Expedited arbitration will be utilized for all grievances alleging violations of this Article. In lieu of or in addition to any other action at law or equity, any Party, including the County, prime Contractor, and the Project Labor Coordinator, may institute the following procedure when a breach or violation of this Article is alleged to have occurred:

4.5.1 If the County or Contractor contends that any Union has violated this Article, it will serve written notification upon the Business Manager of the Union(s) involved, advising her or him of the fact, with copies of such notice to the prime Contractor, and the Project Labor Coordinator. The Business Manager(s) will immediately instruct, order and use the best efforts of her or his office to cause any violation of this Article to cease.

4.5.2 If the County or Union contends that any Contractor has violated this Article, it will notify the Contractor, prime Contractor, and the Project Labor Coordinator, setting forth the facts which the Union contends violates this Article, at least twenty-four (24) hours prior to invoking the expedited arbitration procedures contained in this Article. It is agreed by the Parties that the term "lockout" for purposes of this Agreement does not include discharge, termination or layoff of employees by the Contractor in the normal course of its business, nor does it include the Contractor's decision to terminate or suspend work on the Covered Project or any portion thereof for operational or special circumstances.

4.5.3 The Party invoking this procedure shall notify the Project Labor Coordinator to select the permanent arbitrator next in sequence from the following list:

1. Tom Pagan
2. Najeeb Khoury
3. Sara Adler
4. Chris Cammeron
5. Fred Horowitz

The parties agree these shall be the five (5) permanent arbitrators under this procedure. Expenses incurred in arbitration shall be borne equally by the Union and the Contractor involved and the decision of the arbitrator shall be final and binding on both the disputing parties, provided, however, that the arbitrator shall not have the authority to alter or amend or add to or delete from the provisions of this Agreement in any way. Notice to the arbitrator shall be by the most expeditious means available, including by telephone and by facsimile or email to the Party alleged to be in violation, to the Council, to the Project Labor Coordinator, and to the involved Union if a Union is alleged to be in violation.

4.5.4 Upon receipt of said notice, the arbitrator shall convene a hearing within twenty-four (24) hours if it is contended that the violation still exists. The arbitrator, with assistance from the Project Labor Coordinator, shall notify the disputing parties by telephone and by facsimile or email of the place and time for the hearing. Notice shall be given to the individual Union(s) and Contractor(s) alleged to be involved and to the Council. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed twenty-four (24) hours unless otherwise agreed upon by all disputing parties. A failure of any disputing party to attend said hearings shall not delay the hearing of evidence or the issuance of any decision by the arbitrator. The sole issue

at the hearing shall be whether or not a violation of Section 4.1 or 4.2 of this Article has in fact occurred. The arbitrator shall have no authority to consider any matter of justification, explanation or mitigation of such violation. The decision shall be issued in writing within three (3) hours after the close of the hearing and may be issued without a written opinion. If any disputing party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with or enforcement of the decision.

4.5.5 The arbitrator may order cessation of the violation of this Article and other appropriate relief and such decision shall be served on all disputing parties and on the Project Labor Coordinator by hand or registered mail upon issuance. If the arbitrator determines that a violation of this Article has occurred, the respondent Unions(s) shall, within eight (8) hours of receipt of the award, direct all the employees they represent on the Covered Project to immediately return to work. If the craft(s) involved does not return to work by the beginning of the next regularly scheduled shift following such eight (8) hour period after receipt of the arbitrator's award, and the respondent Union(s) have not complied with their obligation to immediately instruct, order, and use their best efforts to cause a cessation of the violation and return of the employees they represent to work, then the respondent Union(s) shall each pay a sum as liquidated damages to the affected contractor, and each shall pay an additional sum per shift for each shift thereafter on which the craft(s) has not returned to work. Similarly, if the arbitrator determines that a lock-out has occurred, the respondent Contractor(s) shall, within eight (8) hours of receipt of the award, return all the affected employees to work on the Project, or otherwise correct the violation as found by the arbitrator. If the respondent Contractor(s) do not take such action by the beginning of the next regularly scheduled shift following the eight (8) hour period, each respondent Contractor shall pay a sum as liquidated damages to the affected Union(s) (to be apportioned among the affected employees and the benefit funds to which contributions are made on their behalf, as appropriate and designated by the arbitrator) and each shall pay an additional sum per shift for each shift thereafter in which compliance by the respondent Contractor(s) has not been completed. The arbitrator shall retain jurisdiction to determine compliance with this Section and to establish the appropriate sum of liquidated damages, which shall not be less than ten thousand dollars ($10,000) per shift, nor more than twenty-five thousand dollars ($25,000) per shift.

4.5.6 Such decision may be enforced by any Court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other disputing party and to the Project Labor Coordinator. The Project Labor Coordinator shall not be named as a party or real party in interest in any such action. In the proceeding to obtain a temporary order enforcing the arbitrator's decision as issued under this Article, all Parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the arbitrator's

decision shall be served on all disputing parties and on the Project Labor Coordinator by hand or delivered by registered mail.

4.5.7 Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance therewith are hereby waived by the disputing parties to whom they accrue.

4.5.8 The fees and expenses incurred in arbitration shall be divided equally by the disputing parties to the arbitration, including Union(s) and the Contractor(s) involved.

4.6 The procedures contained in this Article shall be applicable to alleged violations of Article 4 to the extent any conduct described in Section 4.1 or 4.2 occurs on the Covered Project. Disputes alleging violation of any other provision of this Agreement, including any underlying disputes alleged to be in justification, explanation, or mitigation of any violation of Section 4.1 or Article 4 shall be resolved under the applicable grievance adjudication procedures for these other Articles.

4.7 Notwithstanding any provision of this Agreement to the contrary, it shall not be a violation of this Agreement for any Union to withhold the services of its members (but not the right to picket) from a particular Contractor who:

4.7.1 fails to timely pay its weekly payroll; or

4.7.2 fails to make timely payments to the Union's Joint Labor/Management Trust Funds in accordance with the provisions of this Agreement.

4.7.3 Prior to withholding its members' services for the Contractor's failure to meet its weekly payroll, the Union shall give at least five (5) calendar days written notice of such failure to pay by registered or certified mail, return receipt requested, and by facsimile or email transmission to the involved Contractor, prime Contractor and Project Labor Coordinator. The Union will offer to meet within a three (3) working day period, after the written notice of such failure to pay was sent, to attempt to resolve the dispute with the applicable Contractor's prime Contractor, and the Project Labor Coordinator. Upon the payment of the delinquent Contractor of all monies due and then owing for wages, the Union shall direct its members to return to work and the Contractor shall return all such members back to work.

4.7.4 Prior to withholding its members' services for the Contractor's failure to make timely payments to the Union's Labor/Management Trust Funds, the Union shall give at least thirty (30) calendar days written notice of such failure to pay by registered or certified mail, return receipt requested, and by facsimile or email transmission to the involved Contractor, the prime Contractor, and Project Labor Coordinator. The Union, Contractor, prime Contractor and Project Labor Coordinator will meet within ten (10) calendar days following receipt of the written

notice to attempt to resolve the dispute. Upon payment by the delinquent Contractor of all monies due and then owing for wages and/or fringe benefit contributions, the Union shall direct its members to return to work and the Contractor shall return all such members back to work.

ARTICLE 5 NO DISCRIMINATION OR HARASSMENT

5.1 This Article is intended to preserve the dignity and professionalism of the workplace and construction site as well as protect the right of employees to be free from discrimination, unlawful harassment, retaliation, and inappropriate conduct toward others based on a protected status. Discrimination, unlawful harassment, retaliation, and inappropriate conduct toward others based on a protected status, are contrary to the values of the County, Contractors and the Unions. The County, Contractors and the Unions will not tolerate unlawful discrimination on the basis of sex, race, color, ancestry, religion, national origin, ethnicity, age, disability, sexual orientation, marital status, medical condition, political affiliation or any other protected characteristic protected by state or federal employment law, nor will it tolerate unlawful harassment or retaliation. All Contractors and employees are responsible for conducting themselves in accordance with this Article. Any employee proven to be in violation of this Article is subject to immediate removal from the workplace and construction site.

5.2 The Parties agree not to engage in any form of unlawful discrimination or harassment of any kind on the grounds of, or because of, race, religion, national origin, ancestry, sex, sexual orientation, age, physical disability, marital status, medical condition, political affiliation, or membership in a labor organization in hiring and dispatching workers for the Covered Project.

5.3 Any employee covered by this Agreement which believes that she, he, or they, has been discriminated against or harassed, in violation of section 5.1 above, shall be referred to the appropriate state and/or federal agency for the resolution of such dispute.

ARTICLE 6 UNION SECURITY

6.1 The Contractors recognize the Unions as the sole and exclusive bargaining representatives of all craft employees working within the scope of this Agreement.

6.2 Employees are not required to become or remain Union members or pay Union dues or fees as a condition of performing work on a Covered Project. However, Contractors shall make and transmit all deductions for Union dues, fees, and assessments that have been authorized by employees in writing in accordance with the applicable MLA. Nothing in this Section 6.2 is intended to supersede independent requirements of the applicable MLA as to those Contractors otherwise signatory to such MLAs and as to the employees of those Contractors who are performing work on Covered Projects.

ARTICLE 7 REFERRAL

7.1 The Contractors recognize the Unions as the primary source of all craft labor employed on the Construction Contract for the Covered Projects. For Unions now having a job referral system contained in a MLA, the Contractor agrees to comply with such system, and it shall be used exclusively by such Contractor, except as modified by this Agreement. Such job referral system will be operated in a nondiscriminatory manner and in full compliance with federal, state, and local laws and regulations which require equal employment opportunities and non-discrimination. All of the foregoing hiring procedures, including related practices affecting apprenticeship, shall be operated so as to consider the policies and requirements of the County to encourage employment of Local Residents and Targeted Workers and utilization of LSBE, DVBE and SE's on the Project, and to facilitate the ability of all Contractors to meet their employment needs.

7.2 The Contractor shall have the right to determine the competency of all employees, including the determination that prospective employees meet the qualifications established by the County for employment, the number of employees required, the duties of such employees within their craft jurisdiction, and shall have the sole responsibility for selecting employees to be laid off, all of which shall not be inconsistent with this Agreement and the applicable MLA. The Contractor shall also have the right to reject any applicant referred by a Union, subject to the required payment of show-up pay, for any non-discriminatory reason; provided further that such right is exercised in good faith and not for the purpose of avoiding the Contractor's commitment to employ qualified workers through the procedures endorsed in this Agreement.

7.3 The Unions will exert and document their efforts to recruit and refer a sufficient number of skilled craft workers to fulfill the labor requirements of the Contractor, including specific employment obligations to which the Contractor may be legally and/or contractually obligated; and to refer apprentices as requested to develop a larger, skilled workforce. The Unions will work with their affiliated regional and national unions, and jointly with the Contractor, to identify and refer competent craftpersons as needed for work on Covered Projects, and to identify individuals, particularly Local Residents and Targeted Workers, for entrance into Apprenticeship Programs, or participation in pre-apprenticeship programs agreed to by the County and Council and procedures to assist individuals with qualifying and becoming eligible for such Apprenticeship Programs, all maintained to increase the available supply of skilled craft personnel for Covered Projects. The Union shall not knowingly refer an employee currently employed by a Contractor on Project Work to any other Contractor.

7.4 In recognition of the County's commitment to serve the community and the fact that the community in which the Covered Projects are located will be impacted by the construction activities, the Parties agree to support the development and employment of increased numbers of construction workers from among the Local Residents and Targeted Workers of the County. With the assistance of the Unions as specified in Section 7.5, the Contractor is responsible for ensuring compliance with the LTWHP.

7.5 The Unions agree that, to the maximum extent allowed by law, and as long as they possess the requisite skills and qualifications, the Unions shall follow the referral and recruitment procedures required by this Agreement to provide a sufficient number of skilled craft Local

Residents, Targeted Workers, Apprentices, and Skilled Journeypersons, as requested by the Contractors, to fulfill the requirements of the Contractors. Towards that end, the Unions agree that upon receiving a completed Craft Employee Request Form from a Contractor, the Unions shall follow the procedures required by this Agreement to provide referrals and utilization of qualified workers as follows:

7.5.1 First, qualified Tier 1 Local Residents and Targeted Workers requested by the Craft Employee Request Form.

7.5.2 If the Unions cannot provide the Contractors with a sufficient number of qualified Tier 1 Local Residents and Targeted Workers, then the Union shall certify to the Project Labor Coordinator in the manner specified on the Craft Employee Request Form that all reasonable efforts to recruit Tier 1 Local Residents have been exhausted. Thereafter, the Unions shall recruit and identify for referral qualified Tier 2 Local Residents and Targeted Workers sufficient to meet the number of Local Residents and Targeted Workers requested by the Craft Employee Request Form.

7.5.3 If the Unions still have not provided the Contractors with the attainment of a sufficient number of qualified Local Residents and Targeted Workers from their efforts in compliance with Sections 7.5.1 and 7.5.2, the Contractors and the Unions shall follow the procedures in Section 7.11. The Council will work with Apprenticeship Programs, the affected Contractor(s), and the Jobs Coordinator to indenture a sufficient additional number of qualified Local Residents and Targeted Workers as new Apprentices and/or Skilled Journeymen in accordance with this Agreement. In such cases, if the initiation and enrollment fees present a barrier to a potential Local Resident or Targeted Worker, then the Council and the Unions, along with the Project Labor Coordinator and the Jobs Coordinator, will assist in working with Department of Economic Opportunity, or any such successor agency, and other similar organizations to secure such funds.

7.5.4 Professional services agreements entered into by the County for covered surveying or inspection services, which are separate and apart from the Construction Contract for a Covered Project, do not include the LTWHP requirements, and therefore are not subject to the hiring and referral goals set forth in the LTWHP.

7.6 To facilitate the dispatch of Local Residents, Targeted Workers, Apprentices and Skilled Journeypersons, all Contractors will be required to utilize the Craft Employee Request Form whenever they are requesting the referral of any employee from a Union referral list for any Covered Project. When Local Residents and Targeted Workers are requested by the Contractors, the Unions will refer such workers regardless of their place on the Unions' hiring halls' list and normal referral procedures. The Contractors and Unions agree to maintain copies of all Craft Employee Request Forms used on the Covered Projects submitted or received including transmission verification reports that are date/time imprinted, until the Contractor's work on the project is complete. The Unions also agree to provide to the Project Labor Coordinator copies of any Craft Employee Request Forms wherein the Union has certified that all reasonable efforts to

recruit Local Residents and Targeted Workers have been exhausted. The Contractor shall copy the Project Labor Coordinator on all Craft Employee Request Forms at the time they are sent to the Union.

7.7 Each Contractor and Union must document all efforts made to comply with the hiring process to locate, dispatch, and hire Local Residents and Targeted Workers.

7.8 Local Residents and Targeted Workers may be referred to the Unions from the Project Labor Coordinator, Contractor, or Jobs Coordinator. For any applicant referred by the Project Labor Coordinator, Contractor, or the Jobs Coordinator to qualify as a Targeted Worker, the Jobs Coordinators shall first verify the presence of the Targeted Worker criteria defined by the LTWHP prior to referral to the Unions. The Project Labor Coordinator may ask the Jobs Coordinator to upload into an electronic system of the County's choice, the verification of an employee's Targeted Workers status.

7.9 Each Contractor performing work on a Covered Project that was procured by the County through an alternative project delivery methodology, is required to utilize a skilled and trained workforce, as defined in California Public Contract Code section 2602. The Parties shall utilize the grievance procedures set forth in Article 11 of this PLA to resolve any disputes regarding skilled and trained workforce requirements. To the maximum extent permissible under state law and regulation, including, but not limited to, California Public Contract Code §§ 22164(c)(2), 20146(c)(1), and 20155.4(b)(3), Contractors and County shall be relieved of reporting and enforcement obligations and systems described in California Public Contract Code sections 2602 and 2603, and Contractors' requirement to utilize a skilled and trained workforce shall instead be monitored and enforced by Parties through provisions of this Agreement.

7.10 Core Workforce

7.10.1 The parties recognize the County's interest in promoting competition and inclusion of Local Small Business Enterprises (LSBE), Disabled Veteran Business Enterprises (DVBE) and Social Enterprises (SE), which may not be signatory to a current MLA. In order to promote participation and attract certified LSBEs/DVBEs/SEs to work under this Agreement, and subject to the limitations set forth below, each Contractor that has been certified as an LSBE, DBVE or SE with twenty-five (25) or fewer employees at the time they are awarded a Covered Contract, may first employ three (3) of its core employees prior to employing an employee through the appropriate Union hiring hall. The next (fourth) employee shall be hired from the appropriate Union hiring hall and thereafter, such Contractor may employ, as needed, two (2) additional Core Employees in an alternating manner with Union referrals, up to a total of five (5) Core Employees. Thereafter, all additional employees in the affected trade or craft shall be requested and referred from the appropriate Union hiring hall. Notwithstanding the foregoing, Contractors must comply with the State of California Labor Code requirements for the utilization of Apprentices on Covered Work.

7.10.2 Contractors who are not certified as LSBE, DVBE or SE, and who are not otherwise signatory to a current MLA, may employ, as needed, first, a Core Employee, then an employee through a referral from the appropriate Union hiring hall, then a second Core Employee, then a second employee through the referral system, and so on until a maximum of five (5) Core Employees are employed, thereafter, all additional employees in the affected trade or craft shall be requested and referred from the appropriate Union hiring hall in accordance with this Article.

7.10.3 During any layoff or reduction in workforce, Contractors shall layoff employees in an order and manner consistent with the Core Employee hiring procedures and maintain the required Core Employee-to-Union referral ratios required by this Section for the duration of each Covered Project.

7.10.4 Section 7.10 only applies to Contractors who are not directly signatory to a current MLA for the craft worker in its employ and is not intended to limit the transfer provisions of the MLA of any trade. As part of this process, and in order to facilitate the Agreement's administration procedures, as well as appropriate fringe benefit fund coverage, all Contractors shall require their Core Employees and any other persons employed other than through the referral process, to register with the appropriate Union hiring hall, if any, prior to their first day of employment working under the Construction Contract at the project site.

7.10.5 Prior to each Contractor performing any work on a Covered Project, each Contractor shall provide a list of its Core Employees to the Project Labor Coordinator and the Council. Failure to do so will prohibit the Contractor from using any Core Employees for thirty (30) calendar days after the list is provided. Upon request by any Party to this Agreement, the Contractor hiring any Core Employee shall provide satisfactory proof (i.e., payroll records, quarterly tax records, and such other documentation) evidencing the Core Employee's qualification as a Core Employee to the Project Labor Coordinator and the Council.

7.11 In the event that the referral facilities maintained by the Unions are unable to fill the requisition of a Contractor for a craft's classifications requested by any Contractor within forty-eight (48) hours (excluding Saturdays, Sundays, and holidays) after having provided a fully completed Craft Employee Request Form to the Union, that Contractor may use employment sources other than the union registration and referral services, and may employ any qualified applicants, within the craft classification requested, meeting such standards from any other available source. The Contractor shall inform the Union of any applicants hired from such other sources within forty-eight (48) hours of such applicant being hired, and such applicants shall immediately register with the appropriate Union in accordance with Section 7.10.4 of this Agreement.

7.11.1 In the event that a Contractor, which has not then currently met its hiring goals for Local Residents and/or Targeted Workers, requests one or more Local Residents or Targeted Workers from the Union hiring hall in accordance with Section 7.5, and the Union is unable to fill such request for a Local Resident or a Targeted Worker within a forty-eight (48) hour period after such requisition is made

by the Contractor (Saturday, Sundays and holidays excepted), the Employer shall have five (5) working days to obtain the requested number of Local Residents or Targeted Workers, as requested in the Craft Employee Request Form, from another source. If the Contractor is unable to hire the requested number of Local Residents or Targeted Workers within such five (5) working days from such other source, Contractor shall hire the remaining unfulfilled number of employees from the Union hiring hall. The Employer shall inform the Union of any applicants hired from such other sources within 48 hours of such applicant being hired, and such applicants shall immediately register with the appropriate hiring hall, if any, in accordance with Section 7.10.4 of this Agreement.

7.12 Helmets to Hardhats:

7.12.1 The Parties recognize a desire to facilitate the entry into the building and construction trades of veterans, including female veterans, who are interested in careers in the building and construction trades industry. The Contractors and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" Program to serve as a resource for preliminary orientation, assessment of the construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the Parties.

7.12.2 The Unions and Contractors agree to coordinate with the Center to reach out to veterans, including women, interested in entering into a construction career.

7.12.3 The Unions will assist in providing relevant records and Contractors agree to maintain records of all efforts to assist Helmets to Hardhats employment candidates gain employment on the Covered Project(s). Such records shall include, but not be limited to, documentation of the number of Helmets to Hardhats employment candidates contacted and/or employed and/or indentured into an apprenticeship program or referred to a Union for assessment, including the number of such female candidates. Such records must be submitted to the Project Labor Coordinator, if requested by the County.

7.12.4 Any Helmets to Hardhats employment candidate for work on Covered Projects may be given credit by the Union for any provable past experience and training.

ARTICLE 8 WAGES AND BENEFITS

8.1 All employees covered by this Agreement shall be classified in accordance with work performed and paid by the Contractor at the hourly wage and benefit rates for those classifications in compliance with the Current Prevailing Wage Determination. Notwithstanding any other provision in this Agreement, Contractors directly signatory to one or more of the MLAs

are required to pay all of the wages set forth in those MLAs, provided those wages are not less than the applicable Current Prevailing Wage Determination.

8.2 All employees covered by this Agreement may be paid by check, paid no later than the end of the work shift each Friday. No more than five (5) days' wages may be withheld in any pay period. Any employee who is discharged or laid off shall be entitled to receive all accrued wages immediately upon discharge or layoff.

8.3 Contractors shall pay contributions to the established employee benefit funds on behalf of all employees performing covered work in the amounts designated in the appropriate MLA and make all employee authorized deductions in the amounts designated in the appropriate MLA; provided, that such contributions shall not exceed the contribution amount set forth in the Current Prevailing Wage Determination. Notwithstanding any other provision in this Agreement, Contractors directly signatory to one or more of the MLAs are required to pay all of the benefits set forth in those MLAs, provided those benefit contributions are not less than the applicable Current Prevailing Wage Determination.

8.4 Pursuant to and as limited by the Subscription Agreement (or for Contractors signatory to a MLA), the Contractor adopts and agrees to be bound by the written terms of the applicable, legally established, trust agreement(s) specifying the detailed basis on which payments are to be made into, and benefits paid out of, such trust funds for its employees. The Contractor authorizes the Parties to such trust funds to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor. Nevertheless, the Contractor's obligation to the trust fund(s) is limited to the work within the scope of the Construction Contract.

8.5 Each Contractor is required to certify under penalty of perjury to the Project Labor Coordinator that it has paid all benefit contributions due and owing to the appropriate Trust(s) prior to the receipt of its final payment and/or retention. The Project Labor Coordinator shall work with any Contractor who is delinquent in payments to assure that proper benefit contributions are made, to the extent of requesting the County or the prime Contractor to withhold payments otherwise due such Contractor, until such contributions have been made or otherwise guaranteed.

ARTICLE 9 HOURS OF WORK, OVERTIME, SHIFTS AND HOLIDAYS

9.1 Hours of Work. Eight (8) hours per day between the hours of 6:00 a.m. and 5:30 p.m., plus one-half (1/2) hour unpaid lunch approximately mid-way through the shift, shall constitute the standard workday. Forty (40) hours per week shall constitute a regular week's work. The work week will start on Sunday and conclude on Saturday. The foregoing provisions of this Article are applicable unless otherwise provided in the Current Prevailing Wage Determination, or unless changes are permitted by law, and such are agreed upon by the Parties. Nothing herein shall be construed as guaranteeing any employee eight (8) hours per day or forty (40) hours per week, or a Monday through Friday standard work schedule.

9.2 Place of Work. Employees shall be at their place of work (as designated by the Contractor), at the starting time and shall remain at their place of work, performing their assigned functions, until quitting time. The place of work is defined as the gang or toolbox or equipment at

the employee's assigned work location or the place where the foreman gives instructions. The Parties reaffirm their policy of a fair day's work for a fair day's wage. There shall be no pay for time not worked, unless otherwise provided in this Agreement or under law, unless the employee is otherwise engaged at the direction of the Contractor.

9.3 Overtime. Overtime shall be paid in accordance with the requirements of the Current Prevailing Wage Determination. There shall be no restriction on the Contractor's scheduling of overtime or the nondiscriminatory designation of employees who will work overtime. There shall be no pyramiding of overtime (payment of more than one form of overtime compensation for the same hour) under any circumstances.

9.4 Shifts and Alternate Work Schedules.

9.4.1 Alternate starting and quitting time and/or shift work may be performed at the option of the Contractor upon three (3) days' prior notice to the affected Union(s) unless a shorter notice period is provided for in the applicable MLA and shall continue for a period of not less than five (5) working days. Saturdays and Sundays, if worked, may be used for establishing the five (5) day minimum work shift. If two shifts are worked, each shall consist of eight (8) hours of continuous work exclusive of a one-half (1/2) hour non-paid lunch period, for eight (8) hours pay. The first shift starting between 6:00 a.m. and 8:00 a.m., is designated as the first shift, with the second shift following eight (8) hours later.

9.4.2 Additional pay or differentials based upon the shift or work schedule of the employees shall only be paid by the Contractor if required by the Current Prevailing Wage Determination.

9.4.3 To the extent permitted by state and federal law, the Contractor may, upon five (5) days' notice to appropriate Union(s), establish a work week of four (4) consecutive ten (10) work hours days (exclusive of the one-half (1/2) hour unpaid lunch approximately halfway through the shift). Such work week should consist of the same four (4) days each week, with the fifth day available as a make-up day if needed.

9.4.4 Because of operational necessities, the second shift may, at the County's direction, be scheduled without the preceding shift having been worked. It is recognized that the County's operations and/or mitigation obligations may require restructuring of normal work schedules. Except in an emergency or when specified in the County's bid specification, the Contractor shall give the affected Union(s) at least three (3) days' notice of such schedule changes.

9.5 Holidays. Recognized holidays on the Covered Projects shall be those set forth and governed by the Current Prevailing Wage Determination.

9.6 Show-up Pay.

9.6.1 Unless the Current Prevailing Wage Determination requires a higher amount, employees reporting for work and for whom no work is provided, except

when given prior notification not to report to work, shall receive two (2) hours pay at their regular straight time hourly rate; while employees who are directed to start work shall receive four (4) hours of pay at the regular straight time hourly rate. Employees who work beyond four (4) hours shall be paid for actual hours worked. Whenever reporting pay is provided for employees, they will be required to remain at the project site and available for work for such time as they receive pay, unless released earlier by the Contractor. Each employee shall furnish the Contractor with his current address and telephone number and shall promptly report any changes to the Contractor.

9.6.2 An employee called out to work outside of his shift shall receive a minimum of two (2) hours pay at the appropriate rate, except as otherwise required by the Current Prevailing Wage Determination. This does not apply to time worked as an extension of (before or after) the employee's normal shift.

9.6.3 When an employee leaves the job or work location of his own volition or is discharged for cause or is not working as a result of the Contractor's invocation of Article 16, the employee shall only be paid for actual time worked.

9.7 Brassing. The Contractor may utilize "brassing" (or similar system) to check employees in and out. Each employee must check himself in and out. The Contractor will provide adequate facilities for checking in and out in an expeditious manner.

9.8 Meal Periods. The Contractor will schedule a meal period of no more than one-half (1/2) hour duration at the work location at approximately the mid-point of the scheduled shift; provided, however, that the Contractor may, for efficiency of the operation, establish a schedule which coordinates the meal periods of two (2) or more crafts. An employee may be required to work through his meal period because of an emergency or a threat to life or property, or for such other reasons as are in the applicable MLA, and if he is so required, he shall be compensated in accordance with state law, unless the Contractor is directly signatory to one or more MLA, in which case the provisions of such MLA will apply.

9.9 Make-up Days. To the extent permitted by the Current Prevailing Wage Determination, when an employee has been prevented from working for reasons beyond the control of the Contractor, including, but not limited to inclement weather or other natural causes, during the regularly scheduled work week, a make-up day may be worked on a non-regularly scheduled work day for which an employee shall receive eight (8) hours pay at the straight time rate of pay or any premium rate required for such hours under the prevailing wage law.

9.10 If the Current Prevailing Wage Determination is in conflict with the applicable prevailing wage determination under state law, then the Contractor shall ensure compliance with state law and this Agreement by implementing the terms and conditions of each determination that is most favorable to the Contractor's employees.

ARTICLE 10 COMPLIANCE

10.1 The County shall designate a Project Labor Coordinator, either from its own staff or an independent entity acting on behalf of the County, to monitor compliance with this Agreement. The Council shall actively assist the Project Labor Coordinator and the County in developing, implementing and administering the programs referenced in this Agreement, all of which are critical to fulfilling the intent and purposes of the Parties and this Agreement; and to otherwise implement and administer this Agreement.

10.2 All Contractors, Unions, and employees shall comply with all applicable federal, state and County laws, ordinances, and regulations, including, but not limited to, those relating to safety and health, vaccination reporting, employment, and applications for employment. All employees shall comply with the health and safety regulations and policies established by the state and the County and the Contractors. Employees must promptly report any injuries or accidents to a supervisor.

10.3 It shall be the responsibility of the Contractors and the Unions to comply with the provisions of this Agreement.

10.4 The Project Labor Coordinator shall be responsible for oversight in monitoring the compliance of all Contractors with all applicable prevailing wage laws and regulations to the extent required by law. All complaints regarding potential prevailing wage violations may be referred to the Project Labor Coordinator for processing, investigation and resolution, and if not resolved within thirty (30) calendar days of taking cognizance of the potential violation or complaint, the matter may be referred to the State Labor Commissioner by any Party or form the basis for a grievance under Article 11 of this Agreement.

10.5 If the County opts to implement an online certified payroll system for a Covered Project, the Contractors agree to use the County-required online certified payroll system for the submission of certified payroll records and any other documents required by the County or Project Labor Coordinator related to labor compliance and compliance with this Agreement.

ARTICLE 11 DISPUTE RESOLUTION PROCEDURE

11.1 This Agreement is intended to provide close cooperation between management and labor. Each of the Unions will assign a representative to the Covered Projects for the purpose of completing the construction of the Covered Projects economically, efficiently, continuously, and without interruptions, delays, or work stoppages.

11.2 The Contractors, Unions, and the employees, collectively and individually, realize the importance to all Parties to maintain continuous and uninterrupted performance of the work of the Covered Projects, and agree to resolve disputes in accordance with the grievance-arbitration provisions set forth in this Article.

11.3 Any question or dispute by or between a Contractor, employee and/or a Union and arising out of and during the term of this Agreement, other than disputes arising under Article 4 (Work Stoppages and Lockouts), Article 5 (No Discrimination or Harassment) or Article 13

(Jurisdictional Disputes) shall be considered a grievance and subject to resolution under the following steps:

Step 1: Should a Union, employee or any Contractor have a dispute with another party or parties, and if after conferring within five (5) working days after the disputing party knew or should have known of the facts or occurrence giving rise to the dispute, a settlement is not reached within five (5) working days, the dispute shall be reduced to writing and processed to Step 2.

Step 2: In the event that the representatives are unable to resolve the dispute at the Step 1 meeting, the grieving party shall, within five (5) working days after the Step 1 meeting, notify the responding party and the Project Labor Coordinator of a request to discuss the grievance. The business manager of the Union (or his/her designee) shall meet with the respective jobsite representative of the Contractor and the Project Labor Coordinator within ten (10) working days (or such longer time as all of the parties may mutually agree) after receipt of the request to discuss the grievance. If the grievance is not resolved at the Step 2 meeting, the grievance may be submitted to final and binding arbitration as described in Step 3.

Step 3: In the event a dispute cannot be satisfactorily resolved within the time limits established above in Step 2, either party may submit the dispute to arbitration by written notice to the Project Labor Coordinator and other party within ten (10) working days (or such longer time as mutually agreed) of the date on which the parties met at Step 2. An arbitrator shall be selected by the Project Labor Coordinator in sequential order from the listing of permanent arbitrators specified in Section 4.5.3, above. The arbitrator's decision shall be final and binding upon the parties. The arbitrator shall not have the authority to alter, amend, add to, or delete from the provisions of this Agreement in any way. The failure of any party to attend said hearing shall not delay the hearing of evidence or the issuance of any decision by the arbitrator. Should any party seek confirmation of the award made by the arbitrator, the prevailing party shall be entitled to receive its reasonable attorney fees and costs.

11.4 Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed upon. The arbitrator shall have the authority to make decisions only on issues presented and shall not have the authority to change, amend, add to or detract from any of the provisions of this Agreement.

11.5 The Project Labor Coordinator shall be notified of all actions at Step 2 or higher by the grieving party and shall, upon the Project Labor Coordinator's request, be permitted to participate in all grievance meetings.

11.6 The time limits specified in any step of this dispute resolution procedure may be extended by written mutual agreement of the parties initiated by the written request of one party to the other, at the appropriate step of the dispute procedure. However, failure to process a dispute

within the time limits provided above, without a request for an extension of time, shall be deemed a waiver of such dispute without prejudice, or without precedent to the processing and/or resolution of like or similar disputes.

11.7 In order to encourage the resolution of disputes at Steps 1 and 2 of this dispute resolution procedure, the Parties agree that any settlements made during such steps, shall not be precedent setting.

11.8 The fees and expenses incurred by the arbitrator, as well as those jointly utilized by the parties (i.e., conference room, court reporter, etc.) in arbitration, shall be divided equally by the parties to the arbitration, including the Union(s) and Contractor(s) involved, however in no circumstance will the Project Labor Coordinator or the County be assigned or assessed any such fees and expenses.

ARTICLE 12 LABOR/MANAGEMENT COLLABORATION

The Parties will conduct periodic labor/management cooperation meetings, which will be chaired jointly by a designee of the County and a designee of the Council. The co-chairs shall determine the frequency and scheduling of the meetings with the assistance of the Project Labor Coordinator. The purpose of the meetings shall be to update the Parties about the progress and schedule of Covered Projects, promote harmonious and stable labor management relations, ensure effective and constructive communication between labor and management Parties, advance the proficiency of work in the industry, and to evaluate and ensure an adequate supply of skilled labor for all Covered Projects. The County shall convey information detailing the outcomes of the LTWHP goals and progress of Article 19 implementation. All Parties will be invited to attend the labor/management cooperation meetings. Substantive grievances or disputes shall not be reviewed or discussed by this Committee, but instead shall be processed pursuant to the provisions of the applicable dispute resolution procedures of this Agreement.

ARTICLE 13 JURISDICTIONAL DISPUTES

13.1 The assignment of work will be solely the responsibility of the Contractor performing the work involved and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry ("the Plan") or any successor Plan.

13.2 All jurisdictional disputes on Covered Projects between or among the building and construction trades Unions and the Contractors party to this Agreement, shall be settled and adjusted according to the present Plan established by North America's Building Trades Unions (NABTU) or any other plan or method of procedure that may be adopted in the future by NABTU. Decisions rendered shall be final, binding, and conclusive on the Contractors and Unions party to this Agreement.

13.3 If a dispute arising under this Article involves the Southwest Mountain States Regional Council of Carpenters or any of its subordinate bodies, an arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Robert Hirsch, and Thomas Pagan, and the Arbitrator's hearing on the dispute shall be held at the

offices of the Council within fourteen (14) days of the selection of the arbitrator. All other procedures shall be as specified in the Plan.

13.4 All Jurisdictional Disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

ARTICLE 14 APPRENTICES

14.1 Importance of Training. The Parties recognize the need to maintain continuing support of the programs designed to develop adequate numbers of competent workers in the construction industry, the obligation to capitalize on the availability of the local workforce in the area served by the County, and the opportunities to provide continuing work during the construction of the Covered Projects. To these ends, the Parties will facilitate, encourage, and assist Local Residents and Targeted Workers to commence and progress in Apprenticeship Programs and/or other training programs in the construction industry leading to participation in Apprenticeship Programs. In accordance with Article 19, the County, the Project Labor Coordinator, and the Council, will work cooperatively to identify, or establish and maintain, effective programs and procedures for persons interested in entering the construction industry and which will help prepare them for entry into Apprenticeship Programs.

14.2 Use of Apprentices.

14.2.1 The Unions agree to cooperate with the Contractor in furnishing Apprentices as requested up to the maximum percentage allowed by each Apprenticeship Program. The County shall encourage such utilization, and, both as to Apprentices and the overall supply of Skilled Journeypersons, the Project Labor Coordinator and the Council will work to ensure appropriate and maximum utilization of Apprentices and the continuing availability of both Apprentices and Skilled Journeypersons.

14.2.2 All Apprentices shall work under the direct supervision of a Skilled Journeyperson from the trade in which the Apprentice is indentured. Should a question arise as to a Skilled Journeyperson's qualification under this subsection, the Contractor shall provide adequate proof evidencing the worker's qualification as a Skilled Journeyperson to the Project Labor Coordinator and the Council.

ARTICLE 15 MANAGEMENT RIGHTS

15.1 Contractor and County Rights. The Contractors and the County have the sole and exclusive right and authority to oversee and manage construction operations on Project work without any limitations unless expressly limited or required by the other Articles of this Agreement or a MLA. In addition to the following and other rights of the contractors enumerated in this Agreement, the Contractors expressly reserve their management rights and all the rights conferred upon them by law. The Contractor's rights include, but are not limited to, the right to:

(a) Plan, direct, and control operations of all work;

(b) To be the sole judge of the qualifications, number and classification of employees required to perform work subject to this Agreement and thus to reject any applicant for employment and to hire, promote, transfer and layoff their own employees at their discretion, respectively, as deemed appropriate to satisfy work and/or skill requirements;

(c) Promulgate and require all employees to observe reasonable jobsite rules, including security and safety policies;

(d) Discharge, suspend or discipline their own employees for just cause;

(e) Utilize, in accordance with County approval, any work methods, procedures or techniques, and select, use and install any types or kinds of materials, apparatus or equipment, regardless of source of manufacture or construction; assign and schedule work at their discretion; and

(f) Assign overtime, determine when it will be worked and the number and identity of employees engaged in such work, subject to such provisions in the applicable MLA(s) requiring such assignments be equalized or otherwise made in a non-discriminatory manner.

15.2 Specific County Rights. In addition to the following and other rights of the County enumerated in this Agreement, the County expressly reserves its management rights and all the rights conferred on it by law. The County's rights include but are not limited to the right to:

(a) Inspect any construction site or facility to ensure that the contractor follows the applicable safety and other work requirements;

(b) Require Contractors to establish a different work week or shift schedule for particular employees as required to meet the operational needs of the Covered Project work at a particular location or in order to accommodate any ongoing business at the Covered Project site where operations may be continuing during periods of construction activity;

(c) Require Contractors to implement additional health or safety measures, as determined necessary by the County.

(d) At its sole option, terminate, delay and/or suspend any or all portions of the Covered Project work at any time; prohibit some or all work on certain days or during certain hours of the day to accommodate any ongoing operations of the County at the Covered Project site and/or to mitigate the effect of ongoing Covered Project work on businesses and residents in the neighborhood of the Covered Project site; and/or require such other operational or schedule changes it deems necessary, in its sole judgment, to effectively maintain its primary operational mission at the Covered Project site and remain a good neighbor to those in the area of its facilities. In order to permit the Contractors and Unions to make appropriate scheduling plans, the County will provide the Project Labor Coordinator, and the affected Contractors(s) and Union(s) with reasonable notice of any

changes it requires pursuant to this section; provided, however, that if notice is not provided in time to advise employees not to report for work, show-up pay shall be due pursuant to the provision of Section 9.6;

(e) Approve any work methods, procedures and techniques used by contractors whether or not these methods, procedures or techniques are part of industry practices or customs; and

(f) Investigate and process complaints, through its Project Labor Coordinator, in the matter set forth in Articles 4 and 11.

15.3 Use of Materials. There should be no limitations or restriction by Union upon a contractor's choice of materials or design, nor, regardless of source or location, upon the full use and utilization, of equipment, machinery, packaging, precast, prefabricated, prefinished, or preassembled materials, tools or other labor-saving devices, subject to the application of the State Public Contracts and Labor Codes as required by law in reference to offsite construction. Generally, the onsite installation or application of such items shall be performed by the craft having jurisdiction over such work. The County and its Project Labor Coordinator shall advise all contractors of, and enforce as appropriate, the off-site application of the prevailing wage law as it affects Covered Project work.

ARTICLE 16 SAFETY, PROTECTION OF PERSON AND PROPERTY

16.1 It shall be the responsibility of each Contractor to ensure safe working conditions and employee compliance with any safety rules contained herein or established by the County, the State and the prime Contractor. It is understood that the employees have an individual obligation to use diligent care to perform their work in a safe manner and to protect themselves and the property of the Contractor and the County.

16.2 Unions and Employees shall be bound by the safety, security and visitor rules established by the Contractor and the County. These rules will be published and posted in conspicuous places by the Contractor throughout the work site. An employee's failure to satisfy his obligations under this Article will subject him to discipline, including discharge.

16.3 The Parties acknowledge that the County and Contractor have a policy, which prohibits the use, sale, transfer, purchase and/or possession of a controlled substance, alcohol and/or firearms while on the County's premises.

16.4 The Parties to this Agreement adopt the attached Drug and Alcohol Testing Policy set forth in Attachment C, which shall be the sole policy and procedure utilized under this Agreement.

16.5 A Contractor may suspend all or a portion of the job to protect the life and safety of employees. In such cases, employees will be compensated only for the actual time worked; provided, however, that where the Contractor requests employees to remain at the site and be available for work, the employees will be compensated for stand-by time at their appropriate hourly rate of pay.

ARTICLE 17 SAVINGS CLAUSE

17.1 The Parties agree that in the event any Article, provision, clause, sentence, or word of the Agreement is determined to be illegal or void as being in contravention of any applicable law, by a final court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect. The Parties further agree that if any Article, provision, clause, sentence or word of the Agreement is determined to be illegal or void, by a final court of competent jurisdiction, the Parties shall substitute, by mutual agreement, in its place and stead, an Article, provision, sentence or word which will meet the objections to its validity and which will be in accordance with the intent and purpose of the Article, provision, clause, sentence or word in question.

17.2 The Parties also agree that in the event that a decision of a court of competent jurisdiction materially alters the terms of the Agreement such that the intent of the Parties is defeated, then this entire Agreement shall be null and void.

17.3 The provisions of this Agreement shall not be applicable where prohibited by Presidential Executive Order, federal or state law, or where the application would be inconsistent with terms and conditions of a grant or a contract with the agency of the United States, State of California, or the instruction of an authorized representative of these agencies with respect to any grant or contract.

ARTICLE 18 PRE-JOB CONFERENCE

18.1 Each Contractor is required to conduct a pre-job conference with the Unions no less than six (6) working days prior to commencing work on each Covered Project. The purpose of the conference will be to, among other things, convey craft workforce needs, the schedule of work for the Covered Project, the Covered Project's rules, and propose Union work assignments.

18.2 The Project Labor Coordinator may work with the prime Contractor and Council to facilitate the scheduling of all pre-job conferences, but ensuring each Contractor conducts a pre-job conference in accordance with this CWA is the responsibility of the prime Contractor.

18.3 The prime Contractor shall make the relevant plans and specifications available to the Unions prior to each pre-job conference to the extent the County has not declared the plans and specifications to be confidential for security or other reasons. If the County has declared the plans and specifications to be confidential, the County shall make them available to the Unions upon the Unions' execution of a non-disclosure agreement.

18.4 All Union work assignments shall be disclosed by each Contractor at the pre-job conference. Should there be covered work that was not previously assigned at a pre-job conference, or additional covered work be added to the scope of the Covered Project, the Contractor(s) performing such work will conduct a separate pre-job conference.

18.5 Any Union in disagreement with a proposed preliminary assignment shall notify the affected Contractor of its position in writing, with a copy sent to the Project Labor Coordinator, within five (5) working days after the pre-job conference occurred. Within five (5) working days after the period allowed for Union notices of disagreement with the Contractor's proposed

assignments, but prior to the commencement of any work, the Contractor shall make final assignments in writing with copies sent to the Project Labor Coordinator and Council.

18.6 A Contractor's failure to conduct a pre-job conference in accordance with this CWA is considered a breach of contract, and any affected Union may pursue a grievance under Article 11 of this CWA to seek a remedy for such a violation. Provided, however, if the Contractor has conducted a pre-job conference in accordance with this CWA, that Contractor is not required to participate in any additional pre-job conferences or mark-up meetings related to the original scope(s) of work assigned at the pre-job conference. Contractor shall use its best efforts to provide information reasonably necessary upon the request of one of the Unions.

18.7 The Project Labor Coordinator may attend and facilitate each pre-job conference. At each pre-job conference, the Project Labor Coordinator may address the programs, goals and outcomes related to Local Resident and Targeted Worker employment, as well as the progress of implementing Article 19, Work and Economic Opportunity, on the project.

ARTICLE 19 WORK AND ECONOMIC OPPORTUNITY

19.1 The Parties recognize the proposed Covered Projects' economic opportunity and impact on County residents, businesses and the communities surrounding the proposed Covered Projects. The Parties are committed to working in partnership to create a skilled and trained local workforce that is reflective of the population of the communities surrounding the proposed Covered Projects and within the County. Towards that end, the Parties agree to establish and implement a framework for work and economic opportunity to maximize career opportunities for Local Residents and Targeted Workers, including those who have not previously qualified to be employed on construction projects, and to provide meaningful outreach, training and business opportunities for LSBE, DVBE, and SE Contractors to successfully work under this Agreement.

19.2 As coordinated by the Contractor and Unions, the Parties will work together with the County; SEs; non-profits; veteran assistance organizations; and other community groups, who work with Targeted Worker populations, to conduct outreach and recruit a sufficient number of Local Residents and Targeted Workers who are interested in beginning a construction career. Such Local Residents and Targeted Workers will be assessed by the Project Labor Coordinator or Jobs Coordinator to determine their career readiness level and coordinate potential entrance into a local MC3 pre-apprenticeship program or, if a veteran or otherwise qualified, potential direct entry into an Apprenticeship Program, or, if appropriate to their level of skill and training, join the Union as a Skilled Journeyperson. The recruitment and outreach level of effort, including the quantity of Local Residents and Targeted Workers recruited, will fluctuate based on the Projects' hiring needs and schedule.

19.3 The Council and the Unions will work with the Project Labor Coordinator and Jobs Coordinators to identify and support local outreach events and programs designed to recruit and develop adequate numbers of qualified workers in the construction industry, to arrange for tours of their joint apprenticeship committees and programs, and to provide contact information for Union representatives.

19.4 The Parties recognize the importance of providing direct assistance to Local Residents and Targeted Workers to help them overcome barriers to employment. Towards that end, if necessary, Local Residents and Targeted Workers will be referred by the Project Labor Coordinator or Jobs Coordinator to America's Job Centers of California (AJCC) or other community-based organizations and SE firms or agencies that provide supportive services. The Project Labor Coordinator, in coordination with the County, will monitor and report the outcomes of all referrals to employment support service providers. If the initiation and enrollment fees present a barrier to a potential Local Resident or Targeted Worker, then the Council and the Unions, along with the Project Labor Coordinator and the Jobs Coordinator, will assist in working with Department of Economic Opportunity, or any such successor agency, and other similar organizations to secure such funds.

19.5 In order to create career pathways for Local Residents and Targeted Workers who may need additional training and preparation for a construction career, the Parties will partner with local pre-apprenticeship programs that are authorized by the Council to teach the Multi-Craft Core Curriculum (MC3). The Parties recognize the need to continue to develop pre-apprenticeship training programs to meet the significant demand for local skilled craft labor at each Covered Project location. Towards that end, the Parties will collaborate to determine and develop the optimal MC3 pre-apprenticeship training plan for each Covered Project location.

19.6 After successful graduation from the MC3 pre-apprenticeship program, the Contractor will work together with the Council's Apprenticeship Readiness Fund, Project Labor Coordinator, and Unions to assist such graduates with preferential entry into an Apprenticeship Program and finding employment on a Covered Project. Both the Unions and Contractors recognize the importance of increasing the supply of local skilled craft labor by assisting Local Residents and Targeted Workers start their construction careers on Covered Projects.

19.7 For Veterans, Local Residents and other Targeted Workers who have verifiable past experience and do not require additional training or assistance, the Unions agree to give them credit for provable past experience in their relevant craft or trade, including experience gained working for Contractors not otherwise signatory to a MLA, in order to bring them directly into an Apprenticeship Programs at a higher level, or as a Skilled Journeyperson, if qualified. The Unions shall put on their rolls qualified bona fide Local Residents and Targeted Workers for work on Covered Projects.

19.8 The Project Labor Coordinator, with the assistance of the Council, the Unions and Contractors, will produce detailed monthly reports for the County measuring compliance with this Agreement, including but not limited to, the cumulative Local Resident and Targeted Worker hiring goals for each Covered Project and the economic impact on Local Residents and Targeted Workers. The reports may be produced, in part, by utilizing an online certified payroll reporting system if the County ultimately implements such a system.

19.9 The Project Labor Coordinator, with the assistance of the Council, the Unions, and Contractors, will produce detailed reports to the County on the progress of implementing the programs specified in this Article, including an evaluation of the successes and obstacles in the implementations of these provisions. This report will be produced at least annually, or more frequently at the sole discretion of the County.

19.10 The Council and the Unions will, in coordination with the Project Labor Coordinator and Jobs Coordinators, participate in orientations at least twice per year for LSBE, DVBE, and SE contractors regarding the CWA and the employee benefit trust funds.

19.11 The Council and Unions will support local events and programs designed to recruit, develop, educate and inform certified LSBE, DVBE, and SE contractors seeking access and readiness to contract for work on Covered Projects. In order to attract and promote participation of LSBE, DVBE, and SE Contractors, the Unions will work with the Project Labor Coordinator to identify Contractors who are certified or may be qualified to become certified as a LSBE, DVBE or SE for outreach related to contracting opportunities on Covered Projects.

19.12 Women in Trades Advisory Council

19.12.1 The County and Council have established and co-chair the Los Angeles County Women in Trades Advisory Council to provide a forum to engage in recommending, planning, development, and implementation of strategies to increase female recruitment, training, placement and retention.

19.12.2 The Council's Executive Secretary and County will each designate a co-chair of the Women in Trades Advisory Council and coordinate the participation of each Union and affiliated Apprenticeship Program with the assistance of the Project Labor Coordinator.

19.12.3 In order to increase the participation and retention of female craft workers, each Union shall use a good faith effort to establish a Tradeswomen Mentoring Program for their female apprentices and journeyman that provide support, mentoring, and fosters a neutral, unbiased and supportive environment where female craft workers may express their thoughts and career objectives. The Council shall report annually to the Project Labor Coordinator about the efforts to establish each Unions' Tradeswomen Mentoring Program.

19.12.4 Members of the Tradeswomen Mentoring Program are encouraged to engage with female pre-apprentices through the network of apprenticeship readiness programs and youth organizations to facilitate support and access to apprenticeship.

19.13 LSBE, DVBE, and SE Programs

19.13.1 The Parties recognize that the proposed Covered Projects are subject to the County's LSBE, DVBE, and SE Preference Programs.

19.13.2 In order to encourage participation of certified LSBE, DVBE, and SE businesses, the Parties agree that individual subcontracts awarded to certified LSBE, DVBE, and SE businesses on Covered Projects with a subcontract award value of $50,000 or less will be entirely exempt from this Agreement. Any subcontracts excluded from this Agreement pursuant to this Article shall not be subject to the terms of this Agreement, and the Unions and Council shall have no obligations to provide workers for or reporting of workers for work performed under any such excluded subcontracts.

19.13.3 No Union shall undertake any strike, work stoppage, or other action against a certified LSBE, DVBE or SE business performing work excluded pursuant to this Article, and the Parties expressly agree that any such work shall not be subject to trust fund contributions by application of this Agreement. This Agreement shall not limit the rights of Unions to seek to organize and to utilize legal and administrative remedies not precluded by this Agreement, according to applicable federal or state laws, to secure such rights.

ARTICLE 20 STEWARDS

20.1 Each Union shall have the right to designate one working craft employee as steward for each Contractor employing such craft on the Covered Project. Such designated steward shall be a qualified workman assigned to a crew and shall perform the work of the craft. The steward shall not perform supervisory duties. Under no circumstances shall there be nonworking stewards. Stewards shall be permitted a reasonable amount of time during working hours to perform applicable Union duties related to the work being performed by the craft employees of his Contractor and not to the work being performed by other Contractors or their employees.

20.2 Authorized representatives of the Union(s) shall have access to the Covered Project, provided that such representatives fully comply with posted visitor, security, and safety rules, and provided that they do not unnecessarily interfere with the employees or cause them to neglect their work.

ARTICLE 21 TERM

21.1 This Agreement shall become effective for a term of five (5) years on the date it becomes fully executed by the County, the Council, and each Union for which a signature line is included below. The Agreement applies to Covered Projects with a bid advertisement date or a request for proposals advertisement date during the effective term of the Agreement and shall continue in full force and effect until all the work within the scope of the Construction Contracts for the Covered Projects is completed and accepted by the County.

21.2 Construction of any phase, portion, section, or segment of work within the scope of a Construction Contract shall be deemed complete when such phase, portion, section or segment has been turned over to the County by the Contractor and the County has accepted such phase, portion, section, or segment. As areas and systems of the Covered Project are inspected and construction-tested and/or approved and accepted by the County or third parties with the approval of the County, the Agreement shall have no further force or effect on such items or areas, except when and if the Contractor is directed by the County to engage in repairs or modifications required by its contract(s) with the County.

21.3 Notice of each final acceptance received by the Contractor on a Covered Project will be available to the Project Labor Coordinator and the Council with the description of what portion, segment, etc. has been accepted. Final acceptance may be subject to a "punch" list, and in such case, the Agreement will continue to apply to each such item on the list until it is completed to the satisfaction of the County and notice of acceptance is given by the County or its representative to the Contractor. At the request of the Union, complete information describing any

"punch" list work involving otherwise turned-over and completed facilities which have been accepted by the County, will be available upon request from the Project Labor Coordinator.

ARTICLE 22 RESPONSIBILITY FOR COSTS

22.1 The County and the Unions shall each be responsible for their own legal costs including all attorneys' fees and associated disbursements that might accrue with regard to any legal challenge over the adoption by the County of this Agreement and related to claims directly challenging the legality of this Agreement, or a particular section of language that has been adopted herein.

ARTICLE 23 MISCELLANEOUS PROVISIONS

23.1 This Agreement shall be construed and interpreted both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county.

23.2 Any notice, demand, request, document, consent, approval, or communication required by or to be given to the County shall be sent to the office or individual designated by the County.

23.3 The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against any Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

23.4 The persons executing this Agreement on behalf of the Parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which said party is bound.

23.5 Any amendment or modification to this Agreement must be in writing and executed by the County and Council.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year written below.

THE UNION OFFICIALS signing this Agreement warrant and represent that they are authorized to collectively bargain on behalf of the organizations whom they represent and the members of such organizations.

COUNTY OF LOS ANGELES

By _____ Date: 6/7/2023
Fesia A. Davenport
Chief Executive Officer

APPROVED AS TO FORM:

_____ Date: 05/22/2023
Michael Simon
~~Acting~~ Assistant County Counsel

LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION TRADES COUNCIL

By: _____ Date: 5-18-2023
Chris Hannan
Executive Secretary

DocuSign Envelope ID: 2FDA59F7-353C-4E84-90F3-6A94B9F93C18

Union Signatory Page

Asbestos Heat & Frost Insulators (Local 5)	LOCAL 5
Boilermakers (Local 92)	Luis Miramontes NG
Bricklayers & Allied Craftworkers (Local 4)	
Cement Masons (Local 500)	
Cement Masons (Local 600)	
Electricians (Local 11)	EJB 3/2/2
Elevator Constructors (Local 18)	
Gunite Workers (Local 345)	DocuSigned by: Ed Learn (Gunite) 237F9D67A3B5408...
Iron Workers (Reinforced – Local 416)	
Iron Workers (Structural – Local 433)	
Laborers (Local 300)	DocuSigned by: Sergio Rascon (LiUNA 300) DD9520D1C3F9449...
Laborers (Local 1184)	DocuSigned by: B569A3D2C62940C...
District Council of Laborers	DocuSigned by: B515ID075BAB44A...
Laborers (Local 1309)	DocuSigned by: Mario Suales (LiUNA local 1309) D7E1A203FE84485...
Operating Engineers (Local 12)	
Operating Engineers (Local 12)	Ken Hunt
Operating Engineers (Local 12)	E.T
Painters & Allied Trades DC 36	Ben Clayton OAA
Pipe Trades (Local 250)	UA Local 345
Pipe Trades (Local 345)	
Pipe Trades (Plumbers Local 78)	
Pipe Trades (Plumbers/Fitters Local 761)	
Pipe Trades (Plumbers/Fitters Local 398)	
Pipe Trades (Sprinkler Fitters Local 709)	
Pipe Trades (Road Sprinkler Local 669)	
Plasterers (Local 200)	
Plaster Tenders (Local 1414)	DocuSigned by: 4F23EBD9DC604E8...
Roofers & Waterproofers (Local 36)	
Sheet Metal Workers (Local 105)	
Southwest Mountain States Regional Council of Carpenters	Stephen Arata
Teamsters (Local 986)	

LOS ANGELES COUNTYWIDE CWA
ATTACHMENT A: LETTER OF ASSENT

PLACE ON COMPANY LETTERHEAD

Ms. Soo Kim
Contracting and Business Relations Manager
Los Angeles County Public Works
900 S. Fremont Ave.
Alhambra, CA 91803

TRANSMIT ELECTRONICALLY TO: CWA@pw.lacounty.gov and upload to LCPTracker

COVERED PROJECT NAME: (Project Name)

Dear Ms. Kim:

This is to certify that the undersigned Contractor has read and understood the Countywide Community Workforce Agreement (CWA) entered into between the County of Los Angeles (County) and the Los Angeles/Orange Counties Building and Construction Trades Council (Council) and the signatory craft unions and district councils signing the CWA. The undersigned Contractor hereby agrees to comply with all of the terms and conditions of the aforementioned duly signed CWA.

The undersigned Contractor acknowledges that compliance with the provisions of Articles 7 and 19 relating to Local Residents, Targeted Workers, workforce referral and development and apprenticeship participation are of particular importance.

It is understood that the signing of this Letter of Assent shall be as binding on the undersigned Contractor as though the Contractor had signed the CWA and Contractor shall require all its subcontractors, of whatever tier, to become similarly bound for all work within the scope of this CWA.

(Name of Construction Company)

By: _____ _____
(Name and Title of Authorized Executive) Date

_____
(Contractor's State License No.)

This Letter of Assent shall become effective and binding upon the undersigned Contractor as of below date of execution and shall remain in full force and effect until the completion of the above stated project.

Sincerely,

ATTACHMENT B: APPLICABLE UNION MASTER LABOR AGREEMENTS

1. Southern California Chapter, Western Insulation Contractors Association and Local No. 5, International Association of heat and Frost Insulators and Allied Workers Master Labor Agreement.

2. Western States Articles of Agreement Between the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers AFL-CIO and the Signatory Contractors.

3. The Executive Council of the Mason Contractors Exchange of Southern California, Inc. and Bricklayers and Allied Craftworkers Local #4.

4. Master Labor Agreement between Southern California General Contractors and Eleven Southern California Counties Cement Masons.

5. Southern California Master Labor Agreement between Southern California General Contractors and The Southern California District Council of Laborers.

   Tunnel Master Agreement between Associated General Contractors of California, Inc. and Southern California District Council of Laborers Affiliated with the Laborers' International Union of North America, AFL-CIO.

6. Inside Wireman's Agreement between Local Union 11 International Brotherhood of Electrical Workers and Los Angeles County Chapter National Electrical Contractors Association.

   Southern California 9th District Sound & Communications Agreement Addendum No. 1 to the 9th District Sound & Communications Agreement by and Between International Brotherhood of Electrical Workers and National Electrical Contractors Association.

   Intelligent Transportation Systems Agreement between Local Union 11 International Brotherhood of Electrical Workers and Los Angeles County Chapter National Electrical Workers and Los Angeles County Chapter National Electrical Contractors Association.

7. National Elevator Bargaining Association Agreement with Intentional Union of Elevator Constructors.

8. Gunite/Shotcrete Commercial Agreement by between Gunite and/or Shotcrete Contractors and The Southern California District Council of Laborers and its Affiliate Gunite Local #345.

9. District Council of Iron Workers of the State of California and vicinity and its Locals 416 and 433 and the Western Steel Council et al.

10. Master Labor Agreement between Southern California Contractors Association, Inc. and International Union of Operating Engineers Local Union No. 12.

11. Master Labor Agreement between Painters and Allied Trades District Council No. 36 and the Los Angeles Paint & Finishing Contractors Association et al..

    Southern California Drywall Finishers Joint Agreement between Painters and Allied Trades District Council No. 36 and the Western Wall & Ceiling Contractors Association

Master Labor Agreement between Painters and Allied Trades District Council No. 36 on behalf of Glaziers, Architectural Metal and Glass Workers Local Union No. 636 and Individual Contractors

Master Labor Agreement between Floor Covering Association of Southern California, Inc. and Painters and Allied Trades District Council No. 36 of the International Union of Painters and Allied Trades AFL-CIO-CLC on behalf of Resilient Floor and Decorative Covering Local Union No. 1247.

12. Master Agreement for the Plumbing and Piping Industry of Southern California between California Plumbing and Mechanical Contractors Association and Southern California Pipe Trades District Council No. 16 of the United Association.

13. Agreement between National Fire Sprinkler Association, Inc. and Sprinkler Fitters Local Union No. 709, Los Angeles, California, of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada

14. Labor Agreement between Western Walls & Ceiling Contractors Association, Inc. California Plastering Conference and Operative Plasterers' and Cement Masons' International Association, AFL-CIO Local Union 200.

15. Plaster Tenders' Master Agreement between Western Wall and Ceiling Contractors Association, Inc. and Southern California District Council of Laborers and its affiliated Plaster Tenders of Southern California Local Union 1414.

16. Master Labor Agreement by and between Local #36 and 220 of the United Union of Roofers, Waterproofers and Allied Workers and the Individual Roofing Contractors and Others.

17. Collective Bargaining Agreement between International Association of Sheet Metal, Air, Rail and Transportation Workers Local Union No. 105 & SMACNA Los Angeles & Orange Empire SMACNA.

18. Southern California Master Labor Agreement between Southern California General Contractors and Teamsters Joint Council #42 and Teamsters Local Union #87.

19. Southern California Master Labor Agreement Between United General Contractors, Inc. and the Southern Regional Council of Carpenters and Local Unions in the Twelve Southern California Counties and Nevada affiliated with the United Brotherhood of Carpenters and Joiners of America

ATTACHMENT C - DRUG AND ALCOHOL TESTING POLICY

The Parties recognize the problems that drug and alcohol abuse have created in the construction industry and the need to develop drug and alcohol abuse prevention programs. Accordingly, the Parties agree that in order to enhance the safety of the workplace and to maintain a drug and alcohol-free work environment, individual Contractors shall require applicants or employees to undergo drug and alcohol testing in accordance with this CWA and this policy, Attachment C – Drug and Alcohol Testing Policy, hereafter "Policy."

1. It is understood that the use, possession, transfer, or sale of illegal drugs, narcotics, or other unlawful substances, as well as being under the influence of alcohol and the possession of or consuming alcohol is absolutely prohibited while employees are on the Contractor's job premises or while working on any jobsite in connection with work performed under the CWA.

2. No Contractor may implement a drug and alcohol testing program that does not conform in all respects to the provisions of this Policy.

3. No Contractor may implement drug and alcohol testing at any jobsite unless written notice is given to the Union setting forth the location of the jobsite, a description of the project under construction, and the name and telephone number of the prime Contractor's project manager. Said notice shall be provided at the pre-job conferences for each Covered Project. Failure to give such notice shall make any drug and alcohol testing engaged in by the Contractor a violation of the CWA and subject to the Article 11 grievance procedure.

4. A Contractor who elects to implement drug and alcohol testing pursuant to this Policy shall require all craft employees on the Covered Project to be tested. With respect to individuals who become employed on the Covered Project subsequent to the proper implementation of a valid drug and alcohol testing program, such test shall be administered upon the commencement of employment on the project, whether by referral from a Union dispatch office, transfer from another project, or another method. Individuals who were employed on the project prior to proper implementation of a valid drug and alcohol testing program may only be subjected to testing for the reasons set forth in paragraphs 5(g)(l) through 5(g)(3) and paragraphs 6(a) through 6(e) of this Policy. Refusal to undergo such testing shall be considered sufficient grounds to deny employment on the project.

5. The following procedure shall apply to all drug and alcohol testing:

    a. The Contractor may request urine samples only. The applicant or employee shall not be observed when the urine specimen is given. An applicant or employee, at his or her sole option, shall, upon request, receive a blood test in lieu of a urine test. No employee of the Contractor shall draw blood from a bargaining unit employee, touch or handle urine specimens, or in any way become involved in the chain of custody of urine or blood specimens. A Union business representative, subject to the approval of the individual applicant or employee, shall be permitted to accompany the applicant or

employee to the collection facility to observe the collection, bottling, and sealing of the specimen.

b. A Contractor may request an applicant or employee promptly, within four (4) hours of the Contractor's request, perform an alcohol breathalyzer test at a certified laboratory only, and cutoff levels shall be those mandated by applicable state or federal law.

c. The testing shall be done by a laboratory approved by the Substance Abuse & Mental Health Services Administration (SAMHSA), which is chosen by the Contractor and the Union.

d. An initial test shall be performed using the Enzyme Multiplied Immunoassay Technique (EMIT). In the event a question or positive result arises from the initial test, a confirmation test must be utilized before action can be taken against the applicant or employee. The confirmation test will be by Gas Chromatography/Mass Spectrometry (GC/MS). Cutoff levels for both the initial test and confirmation test will be those established by SAMHSA and this Policy. Should these SAMHSA levels be changed during the course of the CWA or new testing procedures are approved, then these new regulations will be deemed as part of this existing CWA. Confirmed positive samples will be retained by the testing laboratory in secured long-term frozen storage for a minimum of one (1) year. Handling and transportation of each sample must be documented through strict chain-of-custody procedures.

e. In the event of a confirmed positive test result, the applicant or employee may request, within forty-eight (48) hours, a sample of his/her specimen from the testing laboratory for purposes of a second test to be performed at a second laboratory, designated by the Union and approved by SAMHSA. The retest must be performed within ten (10) days of the request. Chain of custody for this sample shall be maintained by the Contractor between the original testing laboratory and the Union's designated laboratory. Retesting shall be performed at the applicant's or employee's expense. In the event of conflicting test results, the Contractor may require a third test, at the Contractor's expense.

f. If, as a result of the above testing procedure, it is determined that an applicant or employee has tested positive, this shall be considered sufficient grounds to deny the applicant or employee his/her employment on the project.

g. No individual who tests negative for drugs and alcohol pursuant to the above procedure and becomes employed on the project shall again be subjected to drug and alcohol testing with the following exceptions:

    1) Employees who are involved in industrial accidents resulting in damage to plant, property, or equipment or injury to him/her or others may be tested for drugs or alcohol pursuant to the procedures stated hereinabove.

    2) The Contractor may test employees following thirty (30) days' advance written notice to the employee(s) to be tested and to the applicable Union. Notice to the applicable Union shall be sent by certified mail to the affected Union with a copy to the Project Labor Coordinator. Such testing shall be pursuant to the procedures stated hereinabove.

3) The Contractor may test an employee where the Contractor has reasonable cause to believe that the employee is impaired from performing his/her job. Reasonable cause shall be defined as being aberrant or unusual behavior, the type of which is a recognized and accepted symptom of impairment (e.g., slurred speech, unusual lack of muscular coordination). Such behavior must be actually observed by at least two (2) persons, one (1) of whom shall be a supervisor who has been trained to recognize the symptoms of drug and alcohol abuse or impairment and the other of whom shall be the Job Steward. If the Job Steward is unavailable or there is no Job Steward on the Covered Project, the other person shall be a member of the applicable Union's bargaining unit. Testing shall be pursuant to the procedures stated hereinabove. Employees who are tested pursuant to the exceptions set forth in this paragraph and who test positive will be removed from the Contractor's payroll.

h. Applicants or employees who do not test positive shall be paid for all time lost while undergoing drug and alcohol testing. Payment shall be at the applicable wage and benefit rates set forth in the Current Prevailing Wage Determination. Applicants who have been dispatched from the Union and who are not put to work pending the results of a test will be paid waiting time until such time as they are put to work. It is understood that an applicant must pass the test as a condition of employment. Applicants who are put to work pending the results of a test will be considered probationary employees.

6. The Contractors will be allowed to conduct periodic jobsite drug and alcohol testing on the Project under the following conditions:

   a. The entire jobsite must be tested, including any employee or subcontractor's employee who worked on that project three (3) working days before or after the date of the test;

   b. Jobsite testing cannot commence sooner than fifteen (15) days after start of the work on the project;

   c. Prior to start of periodic testing, a Union business representative will be allowed to conduct an educational period on company time to explain periodic jobsite testing program to affected employees;

   d. Testing shall be conducted by an SAMHSA-certified laboratory, pursuant to the provisions set forth in paragraph 5 hereinabove.

   e. Only two (2) periodic tests may be performed in a twelve (12)-month period.

7. It is understood that the unsafe use of prescribed medication, or where the use of prescribed medication impairs the employee's ability to perform work, is a basis for the Contractor to remove the employee from the jobsite.

8. Any grievance or dispute that may arise out of the application of this Policy shall be subject to the grievance and arbitration procedures set forth in the CWA.

9. The establishment or operation of this Policy shall not curtail any right of any employee found in any law, rule, or regulation. Should any part of this Policy be found unlawful by a court of competent jurisdiction or a public agency having jurisdiction over the Parties, the remaining portions of the CWA shall be unaffected, and the Parties shall enter negotiations to replace the affected provision.

10. Present employees, if tested positive, shall have the prerogative for rehabilitation program at the employee's expense. When such program has been successfully completed, the Contractor shall not discriminate in any way against the employee. If work for which the employee is qualified exists, he/she may be reinstated.

11. The Contractor agrees that results of urine and blood tests performed hereunder will be considered medical records held confidential to the extent permitted or required by law. Such records shall not be released to any persons or entities other than designated Contractor representatives and the applicable Union. Such release to the applicable Union shall only be allowed upon the signing of a written release by the employee, and the information contained therein shall not be used to discourage the employment of the individual applicant or employee on any subsequent occasion.

12. Employees who seek voluntary assistance for substance abuse may not be disciplined for seeking such assistance. Requests from employees for such assistance shall remain confidential and shall not be revealed to other employees or management personnel without the employee's consent. Employees enrolled in substance abuse programs will be subject to all Contractor rules, regulations, and job performance standards with the understanding that an employee enrolled in such a program is receiving treatment for an illness.

13. The Contractor shall indemnify and hold the Union harmless against any and all claims, demands, suits, or liabilities that may arise out of the application of this Policy.

14. This Policy shall constitute the only Policy in effect between the Parties and Contractors concerning drug and alcohol abuse, prevention, and testing. Any modifications thereto must be accomplished pursuant to collective bargaining negotiations between the Parties.

SPECIMEN REPORTING CRITERIA

Initial Test Analyte	Initial Test Cutoff [1]	Confirmatory Test Analyte	Confirmatory Test Cutoff Concentration
Marijuana metabolites (THCA)[2]	50 ng/ml [3]	THCA	15 ng/ml
Cocaine metabolite (Benzoylecgonine)	150 ng/ml 3	Benzoylecgonine	100 ng/ml
Codeine/ Morphine	2000 ng/ml	Codeine Morphine	2000 ng/ml 2000 ng/ml
Hydrocodone/ Hydromorphone	300 ng/ml	Hydrocodone Hydromorphone	100 ng/ml 100 ng/ml
Alcohol	0.02%	Ethanol	0.02%
Oxycodone/ Oxymorphone	100 ng/ml	Oxycodone Oxymorphone	100 ng/ml 100 ng/ml
6-Acetylmorphine	10 ng/ml	6-Acetylmorphine	10 ng/ml
Phencyclidine	25 ng/ml	Phencyclidine	25 ng/ml
Amphetamine/ Methamphetamine	500 ng/ml	Amphetamine Methamphetamine	250 ng/ml 250 ng/ml
MDMA[4]/MDA[5]	500 ng/ml	MDMA MDA	250 ng/ml 250 ng/ml
Initial Test Analyte	Initial Test Cutoff	Confirmatory Test Analyte	Confirmatory Test Cutoff Concentration
Barbiturates	300 ng/ml	Barbiturates	200 ng/ml
Benzodiazepines	300 ng/ml	Benzodiazepines	300 ng/ml
Methadone[6]	300 ng/ml	Methadone	100 ng/ml
Methaqualone	300 ng/ml	Methaqualone	300 ng/ml
Propoxyphene	300 ng/ml	Propoxyphene	100 ng/ml

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[1] For grouped analytes (i.e., two or more analytes that are in the same drug class and have the same initial test cutoff):

Immunoassay: The test must be calibrated with one analyte from the group identified as the target analyte. The cross-reactivity of the immunoassay to the other analyte(s) within the group must be 80 percent or greater; if not, separate immunoassays must be used for the analytes within the group.

Alternate technology: Either one analyte or all analytes from the group must be used for calibration, depending on the technology. At least one analyte within the group must have a concentration equal to or greater than the initial test cutoff or, alternatively, the sum of the analytes present (i.e., equal to or greater than the laboratory's validated limit of quantification) must be equal to or greater than the initial test cutoff.

[2] An immunoassay must be calibrated with the target analyte, 9-tetrahydrocannabinoJ-9- carboxylic acid (THCA).

[3] **Alternate technology (THCA and benzoylecgonine):** The confirmatory test cutoff must be used for an alternate technology initial test that is specific for the target analyte (i.e., 15 ng/ml for THCA, 100 ng/ ml for benzoylecgonine).

[4] Methylenedioxymethamphetamine (MDMA)

[5] Methylenedioxyamphetamine (MDA)

[6] Employees with a prescription for methadone who are using the medication as prescribed, and are not impaired and can safely perform their work, will not be considered to have violated this Policy.

MEMORANDUM OF UNDERSTANDING REGARDING

"QUICK" DRUG SCREENING TESTS PURSUANT TO

ATTACHMENT C – DRUG AND ALCOHOL TESTING POLICY

It is hereby agreed between the Parties hereto that a Contractor who has otherwise properly implemented drug and alcohol testing, as set forth in the Policy, shall have the right to offer an applicant or employee a "quick" drug screening test. This "quick" screen test shall consist either of the "ICUP" urine screen or similar test or an oral screen test. The applicant or employee shall have the absolute right to select either of the two "quick" screen tests, or to reject both and request a full drug test.

An applicant or employee who selects one of the "quick" screen tests, and who passes the test, shall be put to work immediately. An applicant or employee who fails the "quick" screen test, or who rejects the "quick" screen tests, shall be tested pursuant to the procedures set forth in the Policy. The sample used for the "quick" screen test shall be discarded immediately upon conclusion of the test. An applicant or employee shall not be deprived of any rights granted to them by the Policy as a result of any occurrence related to the "quick" screen test.

SACHI A. HAMAI
Chief Executive Officer

County of Los Angeles
CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
http://ceo.lacounty.gov

"To Enrich Lives Through Effective And Caring Service"

Board of Supervisors
HILDA L. SOLIS
First District

MARK RIDLEY-THOMAS
Second District

SHEILA KUEHL
Third District

JANICE HAHN
Fourth District

KATHRYN BARGER
Fifth District

June 11, 2019

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

20 June 11, 2019

CELIA ZAVALA
EXECUTIVE OFFICER

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

APPROVAL OF UPDATED BOARD POLICY
COUNTYWIDE LOCAL AND TARGETED WORKER HIRING POLICY
(ALL DISTRICTS)
(3 VOTES)

SUBJECT

The Chief Executive Office recommends approval of the updated Board Policy for Countywide Local and Targeted Worker Hiring.

IT IS RECOMMENDED THAT THE BOARD:

Approve the updated Countywide Local and Targeted Worker Hiring Policy.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommended action will update the Countywide Local and Targeted Worker Hiring Policy (Policy) incorporating requirements that reflect lessons learned, best practices and recently adopted Board motion. In response to the September 6, 2016, the Board adopted a motion by Supervisors Ridley-Thomas and Solis, which established a Countywide Policy and directed the Chief Executive Officer to adopt a consolidated Policy consistent with the Chief Executive Office Report to the Board dated August 1, 2016. The Policy has been updated in consultation with the Directors of Public Works, Internal Services, Parks and Recreation, Workforce Development, Aging and Community Services, Consumer and Business Affairs, and the Executive Director of the Los Angeles County Development Authority (formerly known as Community Development Commission/Housing Authority of the County of Los Angeles).

CWA ATTACHMENT D

FISCAL IMPACT/FINANCING

There will be no fiscal impact to the County resulting from the approval of the proposed Board Policy.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

NA

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The proposed updated Policy does not impact current services or projects.

CONCLUSION

Upon approval of the recommended updated Policy, please return one adopted copy to the Chief Executive Office, Capital Programs Division.

Respectfully submitted,

SACHI A. HAMAI
Chief Executive Officer

SAH:JJ:DPH
BMB:AMA:KAV:kb

Enclosures

c: Executive Office, Board of Supervisors
County Counsel
Auditor-Controller
Audit Committee
Economic Development Policy Committee
Internal Services
Los Angeles County Development Authority
Parks and Recreation
Public Works

Los Angeles County
BOARD OF SUPERVISORS POLICY MANUAL

Policy #:	Title:	Effective Date:
0.000	COUNTYWIDE LOCAL AND TARGETED WORKER HIRING	

PURPOSE

Establishes the Countywide Local and Targeted Worker Hiring Policy for all County-sponsored construction and development projects, including local hiring for Targeted Workers, Veterans, Job Order Contracts, and Affordable Housing and Mixed-Use Affordable Housing projects.

REFERENCE

October 27, 2015 Board Order 21

February 9, 2016 Board Order 47-A

August 1, 2016 Chief Executive Office memo to the County Board of Supervisors, *"Development of a Countywide Local Worker Hire Policy Board Motion of October 27, 2015, Agenda Item No. 21 and Board Motion of February 9, 2016, Agenda item No. 47-A"*

September 6, 2016 Board Order 14

March 21, 2017 Board Order 2

POLICY

On September 6, 2016, the Board of Supervisors approved the Countywide Local and Targeted Worker Hiring Policy [LTWHP or Policy]. This Policy was approved to provide Los Angeles County's investment in public works, County-financed affordable housing projects and developer-financed economic development projects on County property as a catalyst for local job creation, construction careers training, and revenue generation for the County. Additionally, the Policy establishes a pathway for the County to enhance employment opportunities particularly for qualified Local and Targeted Workers who face multiple barriers to employment, such as homelessness, former foster youth, and formerly incarcerated individuals.

The Policy requires that all County departments, commissions and agencies administering project development agreements, including but not limited to; ground leases, loan agreements, grant agreements, design-build contracts, and contracts for County capital and construction projects that require Board approval to comply with the Policy as set by the County Board of Supervisors.

CWA ATTACHMENT D

This Policy is also a component of the Community Benefits for County Economic Development Projects Policy which establishes criteria and procedures for economic development projects in the Los Angeles County in order to generate economic benefits for the businesses, community, and residential, commercial or industrial area surrounding each project.

All prime Contractors providing services under the above-mentioned project agreements and/or contracts must comply with the LTWHP requirements and hiring goals established by the County, as outlined below. Additionally, depending on the total project budget as determined by the County, one of the following hiring goals of the LTWHP requirements shall apply:

- Mandatory Hiring Goals
- Best Efforts Hiring Goals
- No LTWHP Hiring Goals

POLICY REQUIREMENT FOR LOCAL RESIDENCY PREFERENCE AREA FOR TIER 1 AND 2

A **Tier 1 Qualified Local Resident** is defined as a County resident whose primary residency is: (1) within five (5) miles of the proposed project site; and (2) is within a qualifying Zip Code. If a qualifying Zip Code is partially located within the 5-mile radius, then the entire Zip Code is considered as Tier I Zip Code, and workers living in that entire Zip Code area may qualify as Tier I hire.

A **Tier 2 Qualified Local Resident** is defined as a County resident whose primary residency is: (1) within a qualifying Zip code; and (2) that qualifying Zip Code is beyond five (5) miles of the proposed project site.

A **qualifying Zip Code** is defined as a Zip Code within the County of Los Angeles, where either: (1) the average percentage of households living below 200 percent of the Federal Poverty Level (FPL) for that individual's primary residency's Zip Code is greater than the County average for such households; or (2) the Zip Code is one of 11 additional Zip Codes determined by the Board on September 6, 2011 to be a Zip Code where at least 30 percent of the population is living in poverty, and with an unemployment rate of at least 150 percent of the national average.

POLICY REQUIREMENT FOR TARGETED WORKERS ELIGIBILITY

A **Targeted Worker** is an individual who is both a County resident and who faces one or more of the following barriers to employment:

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

11. Is currently an English language learner;
12. Is an older Individual (55+);
13. Is disabled; or
14. Is an individual with a low level of literacy.

POLICY REQUIREMENT HIRING GOALS

Project Budget Greater than $2.5 Million (Mandatory Hiring Goals)

For projects with a total project budget greater than $2.5 million, with the exception of affordable housing projects, there shall be a ***mandatory*** hiring goal of at least 30 percent of California construction labor hours performed by either Tier 1 or Tier 2 Qualified Local Residents on each project.

California construction labor hours is defined as all craft worker hours performed on the project by California residents, excluding the hours performed by off-site material fabricators, designers, project office staff, or vendors.

For projects with a total project budget greater than $2.5 million, with the exception of affordable housing projects, there shall be a ***mandatory*** hiring goal of at least 10 percent of California construction labor hours on the project performed by those classified as a Targeted Worker. Hours worked by a Targeted Worker who is also a Tier 1 or Tier 2 Qualified Local Resident may be applied towards the 30 percent goal;

For projects with a total project budget greater than $2.5 million, with the exception of affordable housing projects, there shall be a ***mandatory*** requirement to use a Jobs Coordinator, as that term is defined in the Implementation Policy Guidelines issued by the CEO, to facilitate implementation of the targeted hiring requirement of this Policy. The Jobs Coordinator shall work closely with Workforce Development, Aging and Community Services, local agencies such as America's Job Centers of California, Social Enterprises, and local community-based organizations to outreach, recruit and create a pipeline to employ residents from the community in which the project is located; and

The Contractor shall ensure the ***mandatory*** hiring requirements provided for Local and Targeted Workers are met in accordance with this Policy.

Project Budget of $500,000 to $2.5 million (Best Efforts Hiring Goals)

For projects with a total project budget of $500,000 to $2.5 million, with the exception of affordable housing projects, there shall be a ***best effort*** hiring goal of at least 30 percent of California construction labor hours worked on each project performed by either Tier 1 or Tier 2 qualified local residents on each project. There is no Targeted Worker hiring requirement;

For affordable housing projects and mixed-use affordable housing projects that include County-funded facilities receiving funds administered by Community Development Commission (CDC), and Housing Authority of County of Los Angeles (HACOLA) projects with a project budget greater than $2.5 million, there shall be a ***best effort*** hiring goal of at least 30 percent qualified local residents and 10 percent Targeted Workers of California construction labor hours performed; and

The Contractor shall ensure posting a wide array of its construction job advertisements and/or seeking the assistance of a community service provider organization if necessary to ensure the ***best efforts*** hiring requirement provided for Local Workers is met in accordance with this Policy.

All Projects Hiring Goals

For all projects, with the exception of affordable housing projects, a minimum ratio of one apprentice hour for every five journeyman hours shall be enforced, per State Labor code requirement, and contractors will strive to obtain half of all apprentice hours on the project be performed by Local and Targeted Workers. Hours worked by an apprentice who is also a Targeted Worker or a local resident may be applied towards the 30 percent local resident and/or the 10 percent Targeted Worker hire goal.

Policy Exemptions

Exceptions for projects in jurisdictions enforcing their own local hiring policy, and for projects with federal or State funding prohibitions on geographic preferences will be determined on a case-by-case basis by Chief Executive Office (CEO), in consultation with the County Board of Supervisors Offices and County Counsel, and the exemption shall be stated in the corresponding Board letter.

Affordable housing projects financed with federal funds subject to 24 CFR Part 135 will follow local hiring and training guidelines promulgated through Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain Housing and Urban Development (HUD) financial assistance can be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

Contractors working with the Housing Authority of the County of Los Angeles on public housing modernization construction projects that exceed $2.5 million and are funded with non-federal funding will partner with Workforce Development, Aging and Community Services and other local agencies, such as America's Job Centers of California, Social Enterprises, community-based organizations, etc. to outreach, recruit and train public housing residents for employment opportunities.

POLICY IMPLEMENTATION

Details of the implementation of this Policy shall be provided in the latest version of the Implementation Policy Guidelines issued by the CEO.

Applicable referenced Policy language shall be included in all Board-awarded County construction and development project documents. In addition:

- All requests for Solicitation/Proposal/Invitations for Bid (RFP/IFB), specifications must require all contractors submitting bids or proposals to agree to the terms of the County of Los Angeles (County) LTWHP.

- All construction project general contracts must include a provision obligating the contractor and its subcontractors to comply with the terms of the County's LTWHP through execution of an agreement.

- The construction contract must include provisions establishing enforcement and compliance of the LTWHP.

Reporting Requirements

The contractor, on behalf of itself and its subcontractors, shall submit Local and Targeted Worker Hiring data to the County Project Manager or designated County representative.

Monthly Mandatory Compliance Withholding

The Contractor's compliance with the approved the Local and Targeted Workforce and Hire Status Reports will be evaluated monthly.

To enforce compliance on contracts containing ***mandatory*** hiring goals, an amount will be withheld from the monthly progress payment to the contractor in proportion to the deficit percentage of the mandated Local and Targeted Hiring Goal percentage and the actual percentage obtained. The maximum that may be withheld during the duration of the project is one percent of the total construction contract amount, but not to exceed $500,000, comprised of 0.75 percent for Local Worker goal compliance, and 0.25 percent for Targeted Worker goal compliance. This amount is called the Monthly Mandatory Compliance Withholding (MMCW) amount. The percentage of the MMCW that will be withheld for a given month will be the same as the percentage of the deficit in achieving the LTWHP targets for that month.

The maximum MMCW amount is determined as follows:

Construction Contract Value X .75% ÷ Number of months in baseline construction schedule = Monthly Mandatory Compliance Withholding (MMCW) for Local Workers

Construction Contract Value X .25% ÷ Number of months in baseline construction schedule = Monthly Mandatory Compliance Withholding (MMCW) for Targeted Workers

If the Targeted Worker Hiring mandatory requirements of the Policy have not been satisfied as required for a project, the contractor nonetheless may be deemed to be in compliance if the contractor demonstrates both (a) that the Contractor and each of its subcontractors have complied with all other requirements of the Policy, and (b) that the contractor and each of its subcontractors have satisfactorily demonstrated the following:

- Documented contact with the Department of Workforce Development, Aging and Community Services, America Job Centers or with an agency that supports and provides employment and training services for Targeted Workers in construction employment, and in which instance the agency did not refer a qualified Targeted Worker to the contractor or subcontractor within 48 hours of the job request for fair consideration of the Targeted Worker.

County Reporting:

County departments, commissions, and agencies shall provide quarterly reports to the CEO on compliance with the LTWHP for their construction projects during the quarter. CEO shall provide consolidated quarterly reports to the Board and the Economic Development Policy Committee on the compliance of data measures of the Local and Targeted and Apprentice Worker Hire Policy requirements.

County departments, commissions, and agencies administering construction projects under this Policy will be required to monitor and provide enforcement of the Policy. It should be noted the contractor is ultimately responsible for their and their subcontractors compliance with the County's LTWHP requirements.

Referral Process for LTWHP

The following resources may be used to connect contractors to workers meeting the definition of a Local Worker or a Target Worker, should the contractor require assistance. Additional Community Service Providers may be used by contractors and subcontractors to identify local residents and Targeted Workers.

- Los Angeles County Workforce Development, Aging, and Community Services: http://wdacs.lacounty.gov/
- LA Jobs: https://www.jobsla.org/vosnet/Default.aspx
- Cal Jobs: http://www.caljobs.ca.gov/vosnet/Default.aspx
- Helmets to Hardhats: https://www.helmetstohardhats.org
- America's Job Center of California: http://www.americasjobcenter.ca.gov

RESPONSIBLE DEPARTMENTS

Chief Executive Office
County Counsel

DATE ISSUED/SUNSET DATE

Issue Date: XX,XX, 2019 **Sunset Date: XX,XX, 20XX**