

# **PROJECT MANUAL**

**MOTHER'S BEACH RESTROOM AND NON-MOTORIZED  
BOAT STORAGE PROJECT  
14110 PALAWAN WAY  
MARINA DEL REY, CA 90292**

**SPECS. NO. 7721; C.P. NO. 89109**

**August 6, 2024**

**LOS ANGELES COUNTY PUBLIC WORKS  
BUSINESS RELATIONS AND CONTRACTS DIVISION  
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- C. Asbestos Survey Report by Global Environmental Training and Consulting, Inc., dated November 1, 2019

- D. Lead-Based Paint Survey Report by Global Environmental Training and Consulting, Inc., dated October 23, 2019
- E. Hazardous Materials Abatement Work Plan by Global Environmental Training and Consulting, Inc., dated November 1, 2019

## SECTION 00 01 00

### INSTRUCTIONS TO BIDDERS

#### 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](http://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](http://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 to possess a license classification of "B" at time of bid.
- c. In addition to Article 1.02, a. and b., the specifications set forth require specialty licenses, experience requirements, and required certifications from manufacturers concerning approved installers. The apparent successful Bidder shall be required to demonstrate to the County's satisfaction within 10 calendar days of the bid opening that the Bidder and proposed subcontractors (whether required to be listed or not) possess these specialty licenses, experience requirements, and required certifications.
- d. All Bidders and their subcontractors must be registered with the Department of Industrial Relations. Qualified contractors and subcontractors are listed on searchable database at:  
<https://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](http://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 04 10 Bid Bond (scanned copy)
- Section 00 04 30 List of Subcontractors
- Section 00 04 38 Request for Preference Consideration
- Section 00 04 38A Subconsultant Certification Form
- Section 00 04 78 SB 1439 Questionnaire-primary firm
- Section 00 04 79 Contribution and Agent Declaration Form-primary firm

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

Section 00 04 35	Community Business Enterprises (CBE) Participation Form. If the bidder does not meet the 25% CBE participation goal, provide documentation of bidder's good faith efforts to utilize CBEs. Refer to Article 1.16 of these Instructions to Bidders.
Section 00 04 50	Noncollusion Affidavit
Section 00 04 60	Attestation of Willingness to Consider GAIN/GROW Participants
Section 00 04 65	3-Year Contracting History
Section 00 04 70	False Claims
Section 00 04 71	Civil Litigation History
Section 00 04 72	Criminal Convictions
Section 00 04 73	Debarment
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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
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Section 00 04 96	Proposer's EEO Certification
Section 00 04 97	Compliance with Fair Chance Employment Hiring Practices Certification
Section 00 04 98	Zero Tolerance Human Trafficking Policy Certification
Section 00 04 99	Disallowed Cost Attestation

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

#### 1.12 MODIFICATION AND WITHDRAWAL OF BIDS

- a. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a bid must be executed) and delivered to the place where bids are to be submitted or by a Bidder's representative with proper identification and verification, at any time prior to the closing time for receipt of bids.
- b. Relief of Bidders shall be as provided in Sections 5100-5107, inclusive, of the Public Contract Code of the State of California.

#### 1.13 OPENING OF BIDS

- a. Bids shall be opened publicly, read aloud, and the amount of the base bids and alternates (if any) shall be made available after the opening of bids.
- b. Preliminary bids results will be posted on the same day on the Department of Public Works Website: <http://dpw.lacounty.gov/general/contracts/opportunities/>.

#### 1.14 AWARD OF CONTRACT

- a. If the County determines to award a contract, it shall be awarded to a responsive and responsible Bidder with the lowest bid price with preference to businesses that are certified by the County as a Local Small Business Enterprise, as set forth in Article 1.30 of these Instructions to Bidders. If there are alternatives, the lowest bid price shall be determined by adding the lump sum bid and the price of all alternatives. This does not preclude the Board of Supervisors from selecting any combination of alternates after the lowest responsible bidder has been determined. The Board of Supervisors reserves the right to reject any or all bids or to waive in the public interest technical errors and discrepancies in bids submitted.
- b. The Board shall have the right to delay the award of the contract for 90 days after bids are opened and declared, unless otherwise agreed to by the County and Bidders. Bidders may withdraw their bids 91 calendar days after bids are publicly opened and declared by submitting written notice addressed to the Department. In evaluating bids, the County shall consider whether or not the bids comply with requirements, alternatives, and unit prices, if requested in the Form of Bid.

c. Extended Overhead Daily Rate

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

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

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

d. Consultant Services Agreement

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

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

e. Failure to Produce Detailed Network Schedule 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@dcbalacounty.gov](mailto:osb@dcbalacounty.gov)
- For additional information, contact the County of Los Angeles Department of Consumer and Business Affairs (Small Business Services). The website is: [dcbalacounty.gov](http://dcbalacounty.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 IMPROPER CONSIDERATIONS

- a. Attempt to Secure Favorable Treatment  
It is improper for any County officer, employee, or agent to solicit consideration, in any form, from a Bidder with the implication, suggestion or statement that the Bidder’s provision of the consideration may secure more favorable treatment for the Bidder in the award of a Contract or that the Bidder’s failure to provide such consideration may negatively affect the County’s consideration of the Bidder’s submission. A Bidder must not offer or give either directly or through an intermediary, consideration, in any form, to a County officer, employee, or agent for the purpose of securing favorable treatment with respect to the award of a Contract.
  
- b. Notification to County  
A Bidder must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>. Failure to report such a solicitation may result in the Bidder’s submission being eliminated from consideration.
  
- c. Form of Improper Consideration  
Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

1.20 CONSIDERATION OF GAIN/GROW PROGRAM PARTICIPANTS FOR EMPLOYMENT

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

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

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

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

#### 1.21 CHILD SUPPORT COMPLIANCE PROGRAM

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

#### 1.22 FEDERAL EARNED INCOME CREDIT

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

#### 1.23 REDUCTION OF SOLID WASTE

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

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

The apparent low Bidder shall submit Section 00 04 91, INJURY and ILLNESS PREVENTION PLAN (IIPP) AND CODE OF SAFE PRACTICES (CSP) affidavit no

later than seven (7) calendar days after the bid opening. The affidavit requires that the Bidder shall have an IIPP and a CSP which complies with Cal/OSHA Regulations, and that all subcontractors supplying employees to the jobsite will be required to prove to the Contractor that they have an IIPP and a CSP which complies with Cal/OSHA Regulations, and that their jobsite employees have been trained on IIPP and CSP.

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

#### 1.25 DETERMINATION OF BIDDER RESPONSIBILITY

- a. A responsible Bidder is a Bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible consultants.
- b. Bidders are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the Bidder is responsible based on a review of the Bidder's performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Bidder against public entities. Labor law violations which are the fault of subcontractors and of which the Bidder had no knowledge shall not be the basis of a determination that the Bidder is not responsible.
- c. The County may declare a Bidder to be non-responsible for purposes of this contract if the Board of Supervisors, in its discretion, finds that the Bidder has done any of the following: (1) violated a term of a contract with the County; (2) committed an act or omission which negatively reflects on the Bidder's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.
- d. If there is evidence that the highest ranked Bidder may not be responsible, the Department shall notify the Bidder in writing of the evidence relating to the Bidder's responsibility, and its intention to recommend to the Board of Supervisors that the Bidder be found not responsible. The Department shall provide the Bidder and/or the Bidder's representative with an opportunity to present evidence as to why the Bidder should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation.
- e. If the Bidder presents evidence in rebuttal to the Department, the Department shall evaluate the merits of such evidence, and based on that evaluation,

make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the Bidder shall reside with the Board of Supervisors.

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

#### 1.26 BIDDER DEBARMENT

- a. The Bidder is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Bidder from proposing on, or being awarded, and/or performing work on other County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and the County may terminate any or all of the Bidder's existing contracts with the County, if the Board of Supervisors finds, in its discretion, that the Bidder has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Bidder's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.
- b. If there is evidence that the highest ranked Bidder may be subject to debarment, the Department shall notify the Bidder in writing of the evidence which is the basis for the proposed debarment, and shall advise the Bidder of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- c. The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The Bidder and/or the Bidder's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Bidder should be debarred, and, if so, the appropriate length of time of the debarment. The Bidder and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- d. After consideration of any objections, or if no objections are received, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- e. If a Bidder has been debarred for a period longer than five years, that Bidder may, after the debarment has been in effect for at least five years; submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Bidder has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
- f. The Contractor Hearing Board will consider requests for review of a debarment determination only where (1) the Bidder has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. After the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

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

#### 1.27 CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM

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

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

Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

- b. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by the County. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
- c. If a contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the contractor must so indicate in the Certification Form and Application for Exception and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the contractor's application, the County will determine, in its sole discretion, whether the contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County's decision will be final.
- d. If a contractor is not required to comply with the Jury Service Program when the contract commences, the contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the contractor must immediately notify the County if the contractor at any time either comes within the Jury Service Program's definition of "contractor" or if the contractor no longer qualifies for an exception to the Program. In either event, the contractor must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the contract and at its sole discretion, that a contractor demonstrate to the County's satisfaction that the contractor either continues to remain outside the Jury Service Program's definition of "Contractor" and/or the contractor continues to qualify for an exception to the Program.
- e. If a contractor uses a subcontractor to perform services for the County under the contract, the subcontractor shall also be subject to the provisions of the Jury Service Program, unless the subcontractor 1) does not fall within the definition of "contractor" or 2) meets one of the exceptions to the Jury Service

Program. The provisions of the Jury Service Program must be inserted into any applicable agreement and a copy of the Jury Service Program shall be attached to the agreement.

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

## 1.28 VENDOR REGISTRATION WITH THE COUNTY OF LOS ANGELES

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

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

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

## 1.30 COUNTY'S PREFERENCE PROGRAM: LOCAL SMALL BUSINESS ENTERPRISE

### **Overview of County's Preference Program**

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

The LSBE Preference Program requires that a business must complete County of Los Angeles certification prior to requesting a preference in a

solicitation. This program and how to obtain certification are further explained in this solicitation.

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

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

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

The County will give LSBE preference during the solicitation process to businesses that meet the definition of a LSBE, consistent with Chapter 2.204.030C.1 of the Los Angeles County Code. An LSBE is defined as a business: 1) certified by the State of California as a small business and has had its principal place of business located in Los Angeles County for at least one year; or 2) certified as a small business enterprise with other certifying agencies pursuant to the Department of Consumer and Business Affairs's (DCBA) inclusion policy that: a) has its principal place of business located in Los Angeles County, and b) has revenues and employee sizes that meet the State's Department of General Services requirements. **The business must be certified by the Department of Consumer and Business Affairs as meeting the requirements set forth above prior to requesting the LSBE Preference in a solicitation.**

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

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

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

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

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

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

**Preference Program Enterprises (PPEs) - Prompt Payment Program**

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

1.31 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

1.36 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.

#### 1.37 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.

#### 1.38 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.

#### 1.39 ADDITIONAL BIDDER REQUIREMENTS

- a. **A pre-bid conference** and site visitation will be **held on Thursday, August 15, 2024, at 10 a.m.**, at the project site to provide information regarding the project, bidding process and answer questions that potential bidders may have. Interested parties are requested to meet promptly at **14110 Palawan Way, Marina Del Rey, CA 90292**. Attendance is strongly encouraged but not mandatory.

- b. NO ADDITIONAL REQUIREMENTS.

#### 1.40 PUBLIC WORKS CONTRACTOR REGISTRATION PROGRAM

- a. This project is a public work as defined in Section 1720 of the California Labor Code, and subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR).
- b. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to requirements of Section 4104 of the California Public Contract Code, or engage in the performance of any contract for public works, unless currently registered with the Department of Industrial Relations and qualified to perform public work pursuant to California Labor Code Section 1725.5.
- c. The County shall not accept any bid nor award any contract without proof of the contractor and subcontractor's current registration to perform the project. A copy of the confirmed registration from the Department of Industrial Relations website (<https://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.

1.41 MENTAL HEALTH SERVICES FOR CRITICAL INCIDENTS

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

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

**In accordance with Board Policy No. 5.090, Contractor Independence, The County Board of Supervisors has adopted a countywide policy that prohibits any person, or any firm or any subsidiary of a firm (collectively "firm") from submitting a bid or proposal in any County solicitation process where the person or firm, assisted in the development of the solicitation document(s).**

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

1.43 Background and Security Investigations

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

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

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

- 1. When requested by the County, the contractor shall provide to the County

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

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

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

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

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

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

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

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

1.46 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.

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

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

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

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

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

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

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

Upon contract award or at any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption

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

1.49 Disallowed Cost

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

1.50 Compliance with the County Policy of Equity

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

1.51 Integrated Pest Management (IPM) Program Compliance

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

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

1.51.3 Proposers are required to complete Integrated Pest Management Program Compliance Certification in Required Forms, acknowledging

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

1.52 COVID-19 Vaccinations of County Contractor Personnel

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

1.53 Contractor Development and Bonding Program

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

1.54 Contribution and Agent Declaration

Government Code Section 84308 requires a party to a contract proceeding to disclose any contribution of more than \$250 made to a County officer within the preceding twelve (12) months by the party or their agent. State regulations require this disclosure to be made at the time an application is filed, and, if a contribution is made during the contract proceeding, within 30 days of making a contribution or on the date on which the party first appears before or communicates with the agency regarding the proceeding after making the contribution, whichever is earliest. All Bidders are advised that they and all of their Subcontractors must complete and return as part of the bid, the **Contribution and Agent Declaration Form**. Bidders are further advised that they and their Subcontractors must update the Contribution and Agent Declaration Form throughout the pendency of the solicitation if a contribution is made after the initial disclosure when the proposal is submitted, and as requested at any time by the County prior to contract award. Failure by the Bidder or any Subcontractor(s) to complete and submit the required **Contribution and Agent Declaration Form**, and failure by the Bidder or any Subcontractor(s) to update the declaration as required by law or as otherwise requested by the County, may eliminate the proposal from further consideration and/or the Proposer may be disqualified from a contract award, as determined in the County's sole discretion. Further, all Bidders and their Subcontractors are prohibited under Government Code Section 84308 from making a contribution of more than \$250 to a County officer for twelve

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

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**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]**.

\* \* \*

**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 Mother’s Beach Restroom and Non-Motorized Boat Storage Project, in accordance with Drawings and Specifications 7721, 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 30 days] = Total Lump Sum Bid. Preference as stated in Section 00 01 00, Article 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

**4. COUNTY PROGRAM PREFERENCE:**

The Local Small Business Enterprise Program Preference is provided by the County for purposes of bid evaluation only, as specified in Article 1.30 of Section 00 01 00. If Bidder is a qualifying Local Small Business Enterprise, check "yes" in the box below. 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

**4. RECEIPT OF NOTICE TO BIDDERS: (IF APPLICABLE)**

I hereby certify and declare that I have received, reviewed and incorporated Notice to Bidders X dated XXXXXXXX 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\_\_\_\_

Respectfully submitted,

Place \_\_\_\_\_  
 City and State

\_\_\_\_\_  
 Firm Name (if applicable)

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

\_\_\_\_\_  
 Number and Street

\_\_\_\_\_  
 Signature and Print Name

\_\_\_\_\_  
 City and State                  Zip Code

\_\_\_\_\_  
 Title and E-mail Address

\_\_\_\_\_  
 Telephone

\_\_\_\_\_  
 Signature and Print Name

\_\_\_\_\_  
 Fax

\_\_\_\_\_  
 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



\_\_\_\_\_  
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 \_\_\_\_\_



**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\_\_\_\_.

(SEAL) \_\_\_\_\_  
Principal  
(SEAL) \_\_\_\_\_  
Signature and Title  
\_\_\_\_\_  
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.

<u>NAME</u>	<u>LICENSE NUMBER</u>	<u>LOCATION OF THE PLACE OF BUSINESS</u>	<u>CLASSIFICATION OF WORK TO BE EXECUTED</u>	<u>DIR REGISTRATION NUMBER AND EXPIRATION DATE</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____



**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.

<b><u>NAME/ADDRESS</u></b>	<b><u>TYPE OF WORK OR PRODUCT</u></b>	<b><u>INDICATE MBE/ WBE/DBE/ DVBE/LGBTQQ</u></b>	<b><u>PERCENTAGE OF TOTAL CONTRACT VALUE</u></b>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

**SECTION 00 04 38**

**REQUEST FOR PREFERENCE CONSIDERATION—LOW BID SOLICITATION**

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

PREFERENCE NOT REQUESTED

**OR**

<input type="checkbox"/> PREFERENCE REQUESTED (SELECT ALL THAT APPLY) Preference	
Program	Reference
<input type="checkbox"/> Request for Local Small Business Enterprise (LSBE) Program Preference <input type="checkbox"/> Certification for Non-Federally Funded County Solicitations <input type="checkbox"/> Certification for Federally Funded County Solicitations	<a href="#">LACC 2.204</a> <a href="#">PCC 2002</a>
	_____
	_____

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

**PRIMARY FIRM NAME:** \_\_\_\_\_

**PRINT NAME:** \_\_\_\_\_


**TITLE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**LOS ANGELES COUNTY COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION**

TITLE		REFERENCE			
1 FIRM/ORGANIZATION INFORMATION		The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.			
<b>Total Number of Employees in California:</b>					
<b>Total Number of Employees</b> (including owners). If the firm has more than one office location, all personnel from all offices must be included:					
<b>Race/Ethnic Composition of Firm.</b> 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.				
		 <b>Check if not applicable</b>				
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).

	<b>Subconsultant Name</b>	<b>Local Small Business Enterprise</b>	<b>Small Business Enterprise</b>	<b>Minority</b>	<b>Women-Owned</b>	<b>Disadvantaged Business</b>	<b>Disabled Veteran Business Enterprise</b>	<b>Social Enterprise</b>	<b>Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning-Owned Business Enterprise</b>
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\_\_\_\_

Phone No. \_\_\_\_\_

\_\_\_\_\_

Contractor's Name

\_\_\_\_\_

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. \_\_\_\_\_  
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3. \_\_\_\_\_  
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4. \_\_\_\_\_  
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5. \_\_\_\_\_  
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\_\_\_\_\_

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](mailto:GAINGROW@DPSS.LACOUNTY.GOV) and [BSERVICES@WDACS.LACOUNTY.GOV](mailto: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 BRC0000506 Mother's Beach Restroom and Non-Motorized Boat Storage Project		

**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](http://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.**

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

**SB 1439 QUESTIONNAIRE**  
**MOTHER'S BEACH RESTROOM AND NON-MOTORIZED BOAT STORAGE PROJECT**  
**RFP NUMBER: BRC0000506**

Proposers/Subconsultants/Subcontractors are all required to complete the SB 1439 Questionnaire.

If a question is not applicable, enter "N/A."

<p><b><i>PARTIES</i></b></p> <p><b><u>All</u> applicants, bidders, or proposers for a license/permit/franchise or other entitlement for use.</b></p>	<p>Individual/Company Name:</p> <p>Prime or subcontractor?</p> <p>Parent?</p> <p>Subsidiaries</p> <p>Related Business Entities?</p> <p>Any other entities directed or controlled by the individual or company?</p> <p>Name of party who signs an agreement:</p>
<p><b><i>PARTIES' AGENTS</i></b></p> <p><b>List all agents paid by <u>each</u> applicant or bidder for license/permit/franchise, or other entitlement for use.</b></p>	<p>Name:</p> <p>Company name (if any):</p> <p>Name:</p> <p>Company name (if any):</p>
<p><b><i>PARTICIPANTS</i></b></p> <p><b>List all individuals and/or businesses who contacted your Department to oppose or support the application with a financial interest in the decision.</b></p>	<p>Individual/Company Name:</p> <p>Prime or subcontractor?</p> <p>Parent?</p> <p>Subsidiaries?</p> <p>Related Business Entities?</p> <p>Any other entities directed or controlled by the individual or company?</p>
<p><b><i>PARTICIPANTS' AGENTS</i></b></p> <p><b>List all agents paid by <u>each</u> participant who contacted your Department opposed or supported the application who has a financial interest in the decision.</b></p>	<p>Name:</p> <p>Company name (if any):</p>
<p><b><i>CONTRIBUTIONS</i></b></p> <p><b>Did any party, participant or their agents to this agenda item disclose they made a campaign contribution of \$250 or more to a decision-maker during the permit, licensing, leasing or approval process on or after Jan. 1, 2023?</b></p>	<p>Date of contribution:</p> <p>Name of Contributor:</p> <p>Recipient Name:</p> <p>Amount:</p>

**SB 1439 QUESTIONNAIRE  
MOTHER'S BEACH RESTROOM AND NON-MOTORIZED BOAT STORAGE PROJECT  
RFP NUMBER: BRC0000506**

It is Proposers'/Subconsultants'/Subcontractors' sole responsibility to inform Public Works immediately of any changes in the submitted information after submission.

Proposers/Subconsultants/Subcontractors declare under penalty of perjury that the information stated in this form is true and accurate.

**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:

**REQUIRED FORM**  
**CONTRIBUTION AND AGENT DECLARATION FORM**

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

Pursuant to the Levine Act (Government Code section 84308), a member of the Board of Supervisors, other elected County officials (the Sheriff, Assessor, and the District Attorney), and other County employees and/or officers ("County Officers") are disqualified and not able to participate in a proceeding involving contracts, franchises, licenses, permits and other entitlements for use if the County Officer received more than \$250 in contributions in the past 12 months from the bidder, proposer or applicant, any paid agent of the bidder, proposer, or applicant, or any financially interested participant who actively supports or opposes a particular decision in the proceeding.

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

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

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

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

**REQUIRED FORM**

**CONTRIBUTION AND AGENT DECLARATION FORM**

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

A. **COMPANY OR APPLICANT INFORMATION**

1) Declarant Company or Applicant Name:

- a) If applicable, identify all subcontractors that have been or will be named in your bid or proposal:
- b) If applicable, variations and acronyms of Declarant Company's name used within the past 12 months:
- c) Identify all entities or individuals who have the authority to make decisions for you or Declarant Company about making contributions to a County Officer, regardless of whether you or Declarant Company have actually made a contribution:

**[IF A COMPANY, ANSWER QUESTIONS 2 - 3]**

- 2) Identify only the Parent(s), Subsidiaries and Related Business Entities that Declarant Company has controlled or directed, or been controlled or directed by. "Controlled or directed" means shared ownership, 50% or greater ownership, or shared management and control between the entities.
  - a) Parent(s):
  - b) Subsidiaries:
  - c) Related Business Entities:
- 3) If Declarant Company is a closed corporation (non-public, with under 35 shareholders), identify the majority shareholder.
- 4) Identify all entities (proprietorships, firms, partnerships, joint ventures, syndicates, business trusts, companies, corporations, limited liability companies, associations, committees, and any other organization or group of persons acting in concert) whose contributions you or Declarant Company have the authority to direct or control.

**REQUIRED FORM**  
**CONTRIBUTION AND AGENT DECLARATION FORM**

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

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

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

**B. CONTRIBUTIONS**

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

<b>Date</b> (contribution solicited, or directed)	<b>Recipient Name</b> (elected official)	<b>Amount</b>

\*Please attach an additional page, if necessary.

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

<b>Date</b> (contribution made)	<b>Name</b> (of the contributor)	<b>Recipient Name</b> (elected official)	<b>Amount</b>

\*Please attach an additional page, if necessary.

**REQUIRED FORM**

**CONTRIBUTION AND AGENT DECLARATION FORM**

C. **DECLARATION**

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

There are \_\_\_\_\_ additional pages attached to this Contribution Declaration Form.

**COMPANY BIDDERS OR APPLICANTS**

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

**IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**REQUIRED FORM**

**CONTRIBUTION AND AGENT DECLARATION FORM**

**INDIVIDUAL BIDDERS OR APPLICANTS**

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

**IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

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

<b>Company Name:</b>		
<b>Company Address:</b>		
<b>City:</b>	<b>State:</b>	<b>Zip Code:</b>
<b>Telephone Number:</b>		
<b>Solicitation For (Type of Goods or Services):</b> BRC0000506 Mother's Beach Restroom and Non-Motorized Boat Storage Project		

***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.***

<b>Print Name:</b>	<b>Title:</b>
<b>Signature:</b>	<b>Date:</b>

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

	2019	2020	2021	2022	2023	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 BRC0000506 Mother's Beach Restroom and Non-Motorized Boat Storage Project		

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.

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Proposer Name (please print)

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Proposer's Official Title (please print)

---

Proposer's Signature

Specs. No. 7721

Avoidance of Conflict of Interest  
00 04 94-1

**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**

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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.

<b>CERTIFICATION</b>	<b>YES</b>	<b>NO</b>
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.	( )	( )

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Signature

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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 BRC0000506 Mother's Beach Restroom and Non-Motorized Boat Storage Project		

**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 BRC0000506 Mother's Beach Restroom and Non-Motorized Boat Storage Project		

**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 BRC0000506 Mother's Beach Restroom and Non-Motorized Boat Storage Project		

**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,

MOTHER'S BEACH RESTROOM AND NON-MOTORIZED  
BOAT STORAGE PROJECT  
14110 PALAWAN WAY  
MARINA DEL REY, CA 90292  
SPECS NO. 7721

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

Specs. No. 7721

Agreement 00 05 00-1

done hereunder, a sum of amount in words Dollars (\$ amount: base bid amount minus schedule fee minus extended overhead and minus unit, if applicable) which sum shall be paid to the Contractor at the time and in the manner set forth in the specifications.

3. Extended Overhead Daily Rate

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

4. Notice to Employees Regarding the Federal Earned Income Credit

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

5. County Rights

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

6. Fair Labor Standards Act

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

7. Prevailing Wage Requirements

a. Prevailing Wages

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

the worksite and comply with applicable law including posting of jobsite notices required by 8 California Code Reg. §16451(d):

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

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

*Local Office Telephone Number:*

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

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

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

*For general information concerning the prevailing wage laws and how to file a complaint concerning any violation of these prevailing wage laws, you may contact any DLSE office. Complaint forms are also available at the*

*Department of Industrial Relations website found at <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.

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

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. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

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

11. Compliance with Jury Service Program

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

- a. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a Contractor as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service.
- b. For purposes of this Section, Contractor means a person, partnership, corporation or other entity which has a Contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County Contracts or Subcontracts. Employee means any California resident who is a full-time employee of Contractor. Full-time means 40 hours or more worked per week, or a lesser number of hours if: (1) the lesser number is a recognized industry standard as determined by the County, or (2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract Agreement and a copy of the Jury Service Program shall be attached to the Agreement.
- c. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its exception status from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of Contractor or if Contractor no longer qualifies for an exception to the Program. In either

event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside the Jury Service Program's definition of Contractor and/or that Contractor continues to qualify for an exception to the Program.

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

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

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

13. Notice to Employees Regarding the Safely Surrendered Baby Law

- a. The Contractor shall notify and provide to its employees and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in the County of Los Angeles, and where and how to safely surrender a baby. The fact sheet is available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.
- b. The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's Safely Surrendered Baby Law in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

14. Assignment by Contractor/Mergers or Acquisitions

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

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

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

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

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

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

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

Failure of contractor to maintain compliance with the requirements set forth in Article 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.

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

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

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

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

22. Compliance with County's Zero Tolerance Human Trafficking

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

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

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

23. Claims

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

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

undisputed. Upon receipt of a claim, the Contractor and the County may, by mutual agreement, extend the aforementioned time period.

- b. The Contractor shall furnish reasonable documentation to support the claim.
- c. If Board approval is needed to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the Board does not meet within the 45 Days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the County will have up to 3 Days following the next duly publicly noticed meeting of the Board after the 45-Day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.
- d. Any payment due on an undisputed portion of the claim will be processed and made within 60 Days after the County issues its written statement. If the County fails to issue a written statement, paragraph (j) shall apply.
- e. If the Contractor disputes the County's written response, or if the County fails to respond to a claim issued pursuant to Section 9204 within the time prescribed, the Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the County will schedule a meet and confer conference within 30 Days for settlement of the dispute.
- f. Within 10 business days (Monday-Thursday) following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the County will provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 Days after the County issues its written statement. Any disputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the County and the Contractor sharing the associated costs equally. The County and the Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside those established in Section 9204.

- g. Mediation shall include any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in Section 9204.
- h. Unless otherwise agreed to by the County and the Contractor in writing, the mediation conducted pursuant to Section 9204 shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.
- i. Section 9204 does not preclude the County from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under Section 9204 does not resolve the parties' dispute.
- j. Failure by the County to respond to a claim from the Contractor within the time periods described in this subdivision or to otherwise meet the time requirements of Section 9204 shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the County's failure to have responded to a claim, or its failure to otherwise meet the time requirements of Section 9204, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.
- k. Amounts not paid in a timely manner as required by Section 9204 will bear interest at 7 percent per annum.
- l. If a Subcontractor or a lower tier Subcontractor lacks legal standing to assert a claim against the County because privity of the Contract does not exist, the Contractor may present to the County a claim on behalf of a Subcontractor or lower tier Subcontractor. A Subcontractor may request in writing, either on its own behalf or on behalf of a lower tier Subcontractor, that the Contractor present a claim for work which was performed by the Subcontractor or by a lower tier Subcontractor on behalf of the Subcontractor. The Subcontractor requesting that the claim be presented to the County shall furnish reasonable documentation to support the claim. Within 45 Days of receipt of this written request, the Contractor shall notify the Subcontractor in writing as to whether the Contractor presented the claim to the County and, if the original Contractor did not present the claim, provide the Subcontractor with a statement of the reasons for not having done so.
- m. A waiver of the rights granted by Section 9204 is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the Contractor and the County may mutually agree to waive, in writing, mediation and proceed

directly to the commencement of a civil action or binding arbitration, as applicable; and (2) the County may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of Section 9204, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in Section 9204.

24. Compliance with Fair Chance Employment Practices

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

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

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

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

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

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

26. Disallowed Cost

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

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](http://www.lacountyipm.org)

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

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

- The potential for pesticide-related surface water toxicity;

- Proper use, handling, and disposal of pesticides;
- Least toxic methods of pest prevention and control, including IPM; and
- Reduction of pesticide use.

All users of commercial pesticides are required by State law to provide a monthly pesticide report to the Los Angeles County Department of Agricultural Commissioner/ Weights and Measures (ACWM). In addition to the mandatory monthly reporting requirement, Contractor shall provide to the Department, with a copy to the ACWM, an annual summary of the pesticides used outdoors on County-owned or maintained property by Fiscal Year (July 1 to June 30). For each pesticide, the summary shall include all of the following:

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

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

29. Termination for Improper Consideration

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

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

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

30. Gratuities

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

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

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

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

31. Facsimile/Electronic Representations

The County and the Contractor hereby agree to regard facsimile/electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Agreement, Change Orders and amendments prepared, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to amendments to this Contract, such that the parties need not follow up facsimile/electronic transmissions of such documents with subsequent (non-facsimile/electronic) transmission of "original" versions of such documents. Electronic signatures include facsimile or e-mail electronic signatures. Each executed counterpart shall be deemed an original. All counterparts, taken together, constitute the executed Agreement. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, used in connection with the execution of this Agreement and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Agreement had been delivered had been signed using a handwritten signature. Contractor and County (i) agree that an electronic signature, whether digital or encrypted, of a party to this Agreement is intended to authenticate this writing and to

have the same force and effect as a manual signature, (ii) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature. If this Agreement has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and California Uniform Electronic Transactions Act ("UETA")(Cal. Civ. Code § 1633.1, 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. Campaign Contribution Prohibition Following Final Decision in Contract Proceeding

Pursuant to Government Code Section 84308, Contractor and its Subcontractors, are prohibited from making a contribution of more than \$250 to a County officer for twelve (12) months after the date of the final decision in the proceeding involving this Contract. Failure to comply with the provisions of Government Code Section 84308 and of this paragraph, may be a material breach of this Contract as determined in the sole discretion of the County.

/

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

NAME OF CONTRACTOR

By \_\_\_\_\_  
Deputy Director  
Los Angeles County Public Works

By \_\_\_\_\_  
President  
\_\_\_\_\_  
Type/Print Name

By \_\_\_\_\_  
Secretary  
\_\_\_\_\_  
Type/Print Name

CLASSIFICATION LICENSE NO.  
Contractor

APPROVED AS TO FORM:

DAWYN R. HARRISON  
County Counsel

By \_\_\_\_\_  
Senior Deputy County Counsel

\_\_\_\_\_  
Type/Print Name

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

MOTHER'S BEACH RESTROOM AND NON-MOTORIZED  
BOAT STORAGE PROJECT  
14110 PALAWAN WAY  
MARINA DEL REY, CA 90292  
SPECS NO. 7721

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

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

BOND FOR FAITHFUL PERFORMANCE  
Page 2

WITNESS our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2XXX.

NAME OF Contractor

\_\_\_\_\_  
President

\_\_\_\_\_  
Type/Print Name

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Type/Print Name

APPROVED AS TO FORM:

DAWYN R. HARRISON  
County Counsel

\_\_\_\_\_  
Surety

By \_\_\_\_\_  
Senior Deputy County Counsel

\_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
Type/Print Name

\_\_\_\_\_  
Type/Print Name

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:

MOTHER'S BEACH RESTROOM AND NON-MOTORIZED  
BOAT STORAGE PROJECT  
14110 PALAWAN WAY  
MARINA DEL REY, CA 90292  
SPECS NO. 7721

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

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

Specs. No. 7721

Agreement 00 05 00-25

PAYMENT FOR BOND FOR LABOR AND MATERIALS

Page 2

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

\_\_\_\_\_  
Surety

By \_\_\_\_\_  
Senior Deputy County Counsel

\_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
Type/Print Name

\_\_\_\_\_  
Type/Print Name

Specs. No. 7721

Agreement 00 05 00-26

CERTIFICATION

SUBJECT: MOTHER'S BEACH RESTROOM AND NON-MOTORIZED  
BOAT STORAGE PROJECT  
14110 PALAWAN WAY  
MARINA DEL REY, CA 90292  
SPECS NO. 7721

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

STATEMENT OF UNDERSTANDING

SUBJECT: MOTHER'S BEACH RESTROOM AND NON-MOTORIZED  
BOAT STORAGE PROJECT  
14110 PALAWAN WAY  
MARINA DEL REY, CA 90292  
SPECS NO. 7721

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

**SECTION 00 06 10**  
**BOND FOR FAITHFUL PERFORMANCE**

KNOW ALL PERSONS BY THESE PRESENTS:

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

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

PROJECT  
PLACE  
SPECS. NO.

SAMPLE

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

Bond For Faithful Performance  
00 06 10-1

Specs. No. XXXX

**SECTION 00 06 20**  
**PAYMENT BOND FOR LABOR AND MATERIALS**

KNOW ALL PERSONS BY THESE PRESENTS:

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

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

NAME OF PROJECT  
PLACE  
SPECS. NO.

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 \_\_\_\_\_  
Senior Deputy County Counsel

## **SECTION 00 07 00**

### **GENERAL CONDITIONS**

- A. Bid Form, Equals, Use of Drawings & Manual**
1. Bid Forms
  2. Equals
  3. Additional Sets of Drawings and Project Manual
- B. Drawings & Specifications**
4. Drawings and Specifications
  5. Contract Documents and Order of Precedence
  6. Interpretation of Drawings and Specifications
  7. Project Manual
  8. Standard Specifications
  9. Substitutions Required Because of Federal Government Restrictions or Lack of Product Availability
  10. As-Built Drawings
  11. Reference Materials
- C. Schedule, Changes in Work**
12. Construction Schedule
  13. County's Right to Delay Commencement of the Work
  14. Updated Schedules
  15. Changes in the Work
  16. Provisions for Extras
  17. Time Extensions and Compensation for Delay
- D. Inspection/Permits, Tests, Quality, Warranties**
18. Observation
  19. Permits, Licenses, and Inspections
  20. Tests
- E. Substantial Completion, Occupancy by County**
21. Substantial Completion
  22. Occupancy by County
- F. Employment Requirements**
23. Workers
  24. Hours of Work
  25. Saturday, Sunday, Holidays, and Overtime Work
  26. Prevailing Wage Scale
  27. Employment of Indentured Apprentices
  28. Affirmative Action Plan for Equal Employment Opportunity

**G. Contractor Responsibilities, Restrictions**

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

**H. Indemnification and Insurance**

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

**I. Legal/Other**

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

## **SECTION 00 07 00**

### **GENERAL CONDITIONS**

1. **BID FORMS:**

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

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

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

2. **EQUALS:**

- A. Except as may be provided in the Proprietary Specification Section of these General Conditions, whenever any material, product, thing or service is specified or indicated in the Bid Documents by brand, trade, patent or proprietary name and/or by the name of the manufacturer, the item so specified or indicated shall be deemed to be followed by the words "or equal."
- B. While preparing the bid, the Bidder may, at its own risk, submit an item not specified in the Bid Documents as an "or equal" for consideration by the County. Failure to do so within the time frame described in Subparagraph D below shall bar the Bidder from proposing or substituting an "or equal" item for an item specified in the Bid Documents.
- C. If the Bidder includes an "or equal" item with the bid, the Bidder must submit sufficient data to the County to substantiate the specific characteristics and qualities which make the "or equal" item the equivalent in all respects of the item specified in the Bid Documents as described in Subparagraph D below. The Bidder shall furnish such substantiating data or arrange for any necessary tests to verify the equivalent qualities of the "or equal" item at the Bidder's sole expense.
- D. The first, second and third apparent low bidder will have two (2) calendar days after the bid opening to submit their list of Equals (Section 00 04 40) and ten (10) calendar days after the bid opening to submit all substantiating data and test results. No list of Equals will be accepted after the close of

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

- E. The County, in its sole discretion, shall determine whether the substantiating data demonstrates that an "or equal" item is equal in all respects to the item specified in the Bid Documents. If the County determines that the "or equal" item has not been substantiated to be equal in all respects, the item specified in the Bid Documents shall be furnished and/or installed by Contractor without modification of the bid amount or Contract Documents.
- F. The Contract Time for completion of the Work specified in the Contract Documents shall not be affected by any circumstances whatsoever arising from the provisions of this article.
- G. The Contract Documents, Drawings, and Specifications have been prepared to complement and accommodate certain specified equipment, products, or systems and any modifications, adjustment, or redesign required to assimilate any County approved substitution or "or equal" equipment, products, or systems shall be at the Contractor's expense. Contractor shall provide a complete and workable application and shall satisfy design criteria and aesthetic values to the sole satisfaction of the County.

3. ADDITIONAL SETS OF DRAWINGS AND PROJECT MANUAL:

Upon award of contract, the Contractor will be furnished with 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 statutes.
  - 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. ADVERTISING:

No advertising matter shall be attached or painted on surfaces of buildings, fences, or canopies, except that names of Contractors and Subcontractors, with their addresses and the designation of their particular branch, may be shown on signs of a removable type. Size and location of such signs shall be subject to approval of the Department. The Contractor shall provide a project identification signboard as specified.

35. CERTIFICATE AS TO COMPLIANCE WITH CERTAIN REGULATIONS:

- A. The Contractor shall file with the Department, prior to the acceptance of the Work, a certificate in form, substantially as follows:
- B. I (We) hereby certify that all Work has been performed and materials supplied in accordance with the drawings, specifications, and contract documents for the above Work, and that:
  - 1. Not less than the prevailing rates of wages as ascertained by the Department has been paid to laborers, workers, and mechanics employed on this Work.
  - 2. There have been no unauthorized substitution of Subcontractors; nor have any unauthorized subcontracts been entered into.
  - 3. No subcontract was assigned or transferred or performed by anyone other than the original Subcontractor; except as provided in Sections 4100-4113, inclusive, of the Public Contract Code.

(Signed) \_\_\_\_\_  
Contractor

36. COORDINATION WITH OTHERS AND OTHER CONTRACTS:

- A. The County reserves the right to award other contracts for any Work on any portion of the project not included in this Contract.
- B. Where coordination with other Contractors is required, the Contractor shall make the appropriate provisions in Contractor's CPM schedule for the access to the site by those Contractors, the schedules of Work developed by them, and any coordination required between any of those Contractors and between any of them and this Contractor.
- C. The Contractor shall perform the Work of the Contract so that it will properly coordinate and fit the Work performed by other Contractors. He shall give the other Contractors every reasonable opportunity to perform their Work, store materials, and place equipment thereof, and fit their Work to the Work of other Contractors. They shall furnish to the other Contractors all information necessary in order that they may properly connect and fit their Work to Contractor's in ample time, so that they may have reasonable opportunity to prepare their Work therefore. They shall make the Work of this Contract ready to receive the Work of the other Contractors at the time fixed

thereof, and shall fit this Work to that of the other Contractors at the time fixed therefore.

- D. The Contractor shall cooperate with others in the prosecution of all Work and shall not interfere with material, equipment, or workers of the County or other Contractors engaged by the County at the site of the Work.
- E. All Contractors engaged in Work at the site shall have, insofar as practical, equal use of the premises and facilities. In case of disagreement regarding such use, the matter shall be referred to the Department, whose decision relative to said use shall govern.
- F. If any part of the Contractor's Work depends on proper execution or results upon the Work of any other separate Contractor, the Contractor shall inspect and promptly report to the Director any apparent discrepancies or defects in such Work that render it unsuitable for such proper execution and results. Failure of the Contractor to inspect and report shall constitute an acceptance of the other contractor's Work as fit and proper to receive the Contractor's Work, except as to defects which may develop in the other separate contractor's Work after the execution of the Contractor's Work.
- G. Should the Contractor cause damage to the Work or property of any separate Contractor on the project, the Contractor shall, upon due notice, settle with such other Contractor by agreement or arbitration if it will so settle. If such separate Contractor sues the County or initiates an arbitration proceeding on account of any damage alleged to have been so sustained, the County shall notify the Contractor who shall defend such proceedings at the Contractor's expense, and if any judgment or award against the County arises therefrom, the Contractor shall pay or satisfy it and shall reimburse the County for all attorney's fees and court or arbitration costs which the County has incurred.

37. CONTRACTOR'S CONSTRUCTION EQUIPMENT:

The Contractor shall furnish and maintain all equipment such as stairs, ramps, runways, scaffolds, hoists, etc., required for the proper execution of the Work. All such equipment and construction shall meet all requirements of all ordinances and laws applicable thereto.

38. CONTRACTOR PERSONNEL:

- A. The Contractor agrees to employ only orderly and competent workers, skillful in the performance of the type of Work required under this Contract, to do the Work and agrees that whenever the County informs the Contractor in writing

that any workers on the Site are incompetent or disorderly, such Worker shall be discharged from the Work and shall not again be employed on the Work without the County's written consent.

- B. The Contractor shall give adequate attention to the faithful prosecution and completion of this Contract and shall keep on the Site at all times during project's progress, competent personnel superintendent and any necessary assistants to supervise and direct the Work. Grounds for removal of Contractor personnel specifically include (but is not limited to) the failure or refusal of such personnel to adhere to the Contractor's planned Construction Schedule as developed by the Contractor under Section 01 32 00.

39. AUDITS AND RECORDS:

The Contractor shall maintain all data and records pertinent to the Work performed under this Contract, in accordance with generally accepted accounting principles, and shall preserve and make available all data and records until the expiration of four (4) years from the date of final payment under this Contract, or for such longer period, if any, as is required by applicable statute or by other articles of this Contract. The authorized representatives of the County shall have access to all such data and records for such time period to inspect, audit, and make copies thereof during normal business hours. Contractor covenants and agrees that it shall require that any subcontractor utilized in the performance of this Contract shall permit the authorized representatives of the Los Angeles County Department of Public Works to similarly inspect and audit all data and records of said Subcontractors relating to the performance of said Subcontractors under this Contract for the same time period.

40. WARRANTY AND CORRECTIONS TO WORK:

- A. In addition to any other warranties in the Contract Documents, the Contractor warrants that Work performed under this Contract conforms to the Contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any Subcontractor or supplier at any tier.
- B. Corrections to the Work may be required during construction or any applicable warranty period. At the County's option, the cost of such corrections may be withheld from progress payments.
- C. This warranty shall continue for a period of one (1) year from the date of Substantial Completion of the Work. If the County takes occupancy of any part of the Work before Substantial Completion, a warranty covering that

specific portion of the Work shall begin for a period of one year from the date the County takes beneficial occupancy. The County will notify the Contractor in writing of the scope of any partial occupancy and the specific items under warranty.

- D. The Contractor shall remedy at the Contractor's expense any failure to conform to the requirements of the Contract Documents or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to County-owned or controlled real or personal property, when that damage is the result of:
  - 1. The Contractor's failure to conform to or comply with Contract requirements; or
  - 2. Any defect of Contractor-furnished equipment, material, workmanship, or design.
- E. The Contractor shall restore any Work damaged in fulfilling the terms and conditions of this Article. The Contractor's warranty with respect to Work repaired or replaced shall be extended for one (1) year from the date of repair or replacement.
- F. The Director shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.
- G. If the Contractor fails to remedy any failure, defect, or damage within ten (10) working days (or immediately in the case of an emergency where delay would cause serious risk of loss or damage) after receipt of notice, the County shall have the right to remove, replace, repair, or otherwise remedy the failure, defect, or damage, and all direct and indirect costs of such removal, replacement, repair, and correction, including compensation for additional professional services, shall be paid by the Contractor.
- H. With respect to all warranties, express or implied, from Subcontractors, manufacturers, or suppliers for Work performed and materials furnished under this contract, the Contractor shall:
  - 1. Obtain all warranties that would be given in normal commercial practice;
  - 2. Require all warranties to be executed, in writing, for the benefit of the County, if directed by the Director; and

3. Enforce all warranties for the benefit of the County, if directed by the Director.
- I. In the event the Contractor's warranty has expired, the County may bring suit at County's expense to enforce a Subcontractor's, manufacturer's or supplier's warranty.
- J. Unless a defect is caused by the Contractor or Subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the County, nor for the repair of any damage that results from any defect in County-furnished material or design.
- K. This warranty shall not limit the County's rights under other articles of this Contract or as provided by law with respect to latent defects, gross mistakes, or fraud.
- L. The terms of this Article do not relieve the Contractor of any legal liability for defects discovered after one year from the date of occupancy. The obligations imposed by this article shall survive termination of the Contract.

41. HAZARDOUS MATERIAL

- A. Hazardous Material is any product, substance, chemical, crude oil (or any products, by-products, or fractions thereof), whose nature, quantity, and/or intensity of existence, use, manufacture, disposal, transportation, spill, release or effect, either by itself or in combination with other material or materials in, on or about the project site: (a) is or becomes potentially injurious to the public health, safety or welfare, environment, or the project site; (b) is or becomes regulated or monitored by any governmental authority; or (c) may, according to statutory or common law theory, such as nuisance (public or private), waste, trespass, negligence, strict liability, or tort, be a basis for liability in tort, or be a basis for liability to third parties.
- B. Contractor shall notify the County when the Contractor has reason to suspect the presence of any Hazardous Material on the project site, whether or not such material was generated by Contractor or the County.
- C. In the event the presence of hazardous material is suspected or discovered on the project site, the County shall retain an independent testing laboratory to determine the nature of the material encountered and whether corrective measures or remedial action is required.

- D. Except as may be otherwise provided herein, the Contractor shall not be obligated to commence or continue Work in the affected area until any known or suspected hazardous material discovered on the project site has been removed, or rendered or determined to be harmless by the County, as certified by an independent testing laboratory and approved by the appropriate government agency.
- E. In the event the presence of hazardous materials on the project site is not caused by the Contractor, the County shall pay for all costs of testing and remediation, if any, and shall compensate Contractor any additional costs incurred or project delay in accordance with the applicable provisions of changes in the work herein. In addition, the County shall defend indemnify and hold harmless the Contractor and its agents, officers, directors and employees from and against any and all claims, damages, losses, costs, and expenses incurred in connection with or arising out of relating to the performance of the Work in the area affected by the hazardous material.
- F. In the event the presence of hazardous materials on the project site is caused by the Contractor, the Contractor shall pay for all costs of testing and remediation, if any, and shall compensate the County for any additional costs incurred as a result of Contractor's generation of hazardous material on the project site. In addition, the Contractor shall defend, indemnify, and hold harmless the County and its Special Districts and agents, officers, and employees from and against any and all claims, damages, losses, costs, and expenses incurred in connection with, or arising out of, or relating to, the presence of hazardous material on the project site.
- G. The terms of this hazardous material provision shall survive the completion of the Work and/or any termination of this Contract.

42. CONTRACTOR SAFETY REQUIREMENTS:

In the performance of this Contract, the Contractor shall comply with all applicable federal, state, and local laws governing safety, health, and sanitation.

- A. **Jobsite Safety:** The Contractor shall be solely responsible for ensuring that all work performed under the Contract is performed in strict compliance with all applicable Federal, State and local occupational safety regulations. The Contractor shall provide at its expense all safeguards, safety devices, and protective equipment, and shall take any and all actions appropriate to providing a safe jobsite.

- B. **Project Safety Official:** The Contractor shall designate in writing a Project Safety Official who shall be at the jobsite at all times, and who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program (IIPP) and Code of Safe Practices (CSP). The Project Safety Official shall be available at all times to abate any potential safety hazards and shall have the authority and responsibility to shut down an operation, if necessary. Failure by the Contractor to provide the required Project Safety Official shall be grounds for the County to direct the cessation of all work activities and operations at no cost to the County until such time as the Contract is in compliance.
- C. **Safety Indemnification:** To the extent allowed by law, the Contractor agrees to defend, indemnify and hold harmless the County and its officers, employees, and agents from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims and/or causes of action for damages of any nature whatsoever, including but not limited to injury or death to employees of the Contractor, its subcontractors or County attributable to any alleged act or omission of the Contractor or its subcontractor which is in violation of any CAL/OSHA regulation. The obligation to defend, indemnify and hold harmless includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multi-employer work sites. The County may deduct from any payment otherwise due the Contractor any costs incurred or anticipated to be incurred by the County, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by CAL/OSHA arising out of the Project.

43. INDEMNIFICATION:

- 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. ASSIGNMENT:

- A. The Contractor shall not assign this Contract without the consent of the County. The Contractor shall be bound by and comply with all applicable provisions of the Labor Code of the State of California and shall keep informed of and observe and comply with and cause all of Contractor's agents and employees to observe and comply with all federal, state, and local laws which in any way affect the conduct of the Work of this Contract.
- B. Work performed on County-owned property, irrespective of political subdivision location, shall be governed by the County Building Laws, and Work performed outside the property lines of County-owned property shall be governed by the local laws of the County, city, or other municipal government having jurisdiction.

49. PATENTS:

In the event that any patented article, material, or process is to be installed or used in the performance of the Work as shown on the drawings or particular specifications therefore, the Contractor shall pay the royalty chargeable and shall save, keep, and bear the County harmless from all damage, costs, and expenses by reason of any infringement of the patent therefor, or by reason of the failure to pay the royalty chargeable for use thereof, and any loss to the County or the awarding entity in the event that the County is enjoined from using such patented article or material and the incidental damage caused by the loss of use and damage to County property or awarding entity in removing same, and cost of replacing the article or material the use of which is enjoined. Provided further the Bond for Faithful Performance shall be deemed to expressly apply to this provision of the specifications.

50. SUSPENSION AND/OR TERMINATION OF WORK AND/OR CONTRACT:

A. Suspension of Work

1. The Director may order the Contractor in writing to suspend, delay or interrupt all or any part of the Work for such period of time as he may determine to be appropriate for the convenience of the County.
2. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize incurring costs allocable to the Work covered by the order during the period of Work stoppage.
3. If the performance of all or any part of the Work is, for an unreasonable period of time, suspended, delayed, or interrupted by (a) an act of the County in the administration of this Contract, or (b) by the County's failure to act within the time specified in this Contract (or, if no time is specified, within a reasonable time), an adjustment shall be made for any increase in cost of performance of this Contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption, and the Contract modified in writing accordingly. However, no adjustment shall be made under this Article for any suspension, delay, or interruption to the extent (a) that performance would have been suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or (b) for which an adjustment is provided for or excluded under any other provision of this Contract.

4. No claim under this paragraph shall be allowed (a) for any costs incurred more than fourteen (14) calendar days before the Contractor shall have notified the County in writing of the act or failure to act involved, (but this requirement shall not apply as to a claim resulting from a suspension order), and (b) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such suspension, delay, or interruption, but not later than the date of final payment. No part of any claim based on the provisions of this clause shall be allowed if not supported by adequate evidence showing that the cost would not have been incurred but for a delay within the provisions of this Article.

B. Termination for Convenience

1. The Director may, whenever the interests of the County so require, terminate this Contract, in whole or in part, for the convenience of the County. The County shall give written notice of the termination to the Contractor specifying the part of the Contract terminated and the date termination becomes effective.
  - a. The Contractor shall incur no further obligations in connection with the terminated Work, and, on the date set in the notice of termination, the Contractor shall stop Work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated Work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated Work. The County may direct the Contractor to assign the Contractor's right, title, and interest under the terminated orders or subcontracts to the County. The Contractor must still complete the Work not terminated by the notice of termination and may incur obligations as are necessary to do so.
  - b. The County may require the Contractor to transfer title and deliver to the County in the manner and to the extent directed by the County: (a) the fabricated or unfabricated parts, Work in process, completed Work, supplies, and other material produced or acquired for the Work terminated; and (b) the completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to the County. The

Contractor shall, upon direction of the County, protect and preserve property in the possession of the Contractor in which the County has an interest. If the County does not exercise this right, the Contractor shall use its best efforts to sell such supplies and manufacturing materials for the benefit of the County.

- c. If the parties are unable to agree on the amount of a termination settlement, the County shall pay the Contractor the following amounts:
  1. For Contract Work performed before the effective date of termination, the total (without duplication of any items) of:
    - (a) The percentage of the Contract price which equals the percentage (%) of Work completed in accordance with the schedule of values, less prior progress payments, and any applicable Liquidated Damages. The amounts of outstanding Stop Notices shall be withheld until the Stop Notices are resolved as provided by law.
    - (b) The cost of settling and paying terminated subcontracts and orders that are properly chargeable to the terminated portion of the Work;
  2. The reasonable costs of effectuating the settlement of the Work terminated, including:
    - (a) Accounting, clerical, and other expenses reasonably necessary for the preparation of termination settlement bids and supporting data;
    - (b) The termination and settlement of subcontracts (excluding the amounts of such settlements); and
    - (c) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

## C. Termination for Default

1. If the Contractor refuses or fails (a) to commence the Work within the time required by this Contract, (b) to prosecute the Work or any separable part with the diligence that will ensure completion within the time specified in this Contract, including any authorized extension, (c) to provide sufficient and properly skilled workers or proper materials or equipment to complete the Work in an acceptable manner and without delay, (d) to promptly pay its subcontractors, laborers, and materialmen, (e) to perform any of Contractor's other obligations under this Contract, or (f) to complete the Work within the time specified in this Contract ("events of default"), the County may, by written notice to the Contractor, terminate the right to proceed with the Work (or the separable part of the Work). In this event, the County may take over the Work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the site necessary for completing the Work. The Contractor and Contractor's sureties shall be liable for any damage to the County resulting from events of the default, whether or not the Contractor's right to proceed with the Work is terminated. This liability includes any increased costs incurred by the County in completing the Work.
2. The Contractor's right to proceed shall not be terminated because of delays, nor will the Contractor be charged with damages under this article, if:
  - a. The delay in completing the Work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor (examples of such causes include: (i) acts of God, (ii) acts of the public enemy, (iii) acts of the County in either its public or contractual capacity, (iv) acts of another Contractor in the performance of a contract with the County, (v) fires, (vi) floods, (vii) epidemics, (viii) quarantine restrictions, (ix) strikes, (x) freight embargoes, (xi) unusually severe weather, or (xii) delays of Subcontractors or Suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the Subcontractors or Suppliers); and,
  - b. The Contractor, within fourteen (14) calendar days from the beginning of any delay (unless extended by the County), notifies the County in writing of the causes of the delay in accordance with Specification Section 001310, Construction

Schedule. The County shall ascertain the facts and the extent of the delay. If, in the judgment of the County, the findings warrant such action, the time for completing the Work shall be extended by Change Order. The findings of the County will be final and conclusive on the parties.

3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the County.
4. The rights and remedies of the County in this article are in addition to any other rights and remedies provided by law or under this Contract. Time is of the essence for all delivery, performance, submittal, and completion dates in this Contract.

D. Termination for Improper Consideration

1. County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment, or extension of the Contract or the making of any determinations with respect to the Contractor's performance pursuant to the Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by the Contractor.
2. Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.
3. Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

- E. Notice of suspension or termination for any reason shall be given in writing and shall be complete one day after deposit in the United States mail in a

sealed envelope with postage prepaid and directed to the Contractor at Contractor's address as filed with the County, or upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to the Contractor. Actual knowledge of such suspension or termination by an individual Contractor or by a copartner, if the Contractor be a partnership or by the president, vice-president, secretary or general manager, if the Contractor be a corporation, or by the managing agent regularly in charge of the Work on behalf of said Contractor, shall in any case be sufficient notice.

51. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

- A. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through Contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.
- B. As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall, during the term of this Contract, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully serviced Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).
- C. Failure of Contractor to maintain compliance with these requirements shall constitute a default by Contractor under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure to cure such default within ninety (90) days of notice by the Los Angeles County District Attorney shall be grounds upon which the County Board of Supervisors may terminate this Contract.

52. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT:

Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor

understands that it is County's policy to encourage all County Contractors to voluntarily post County's L.A.'s Most Wanted: Delinquent Parents poster in a prominent position at Contractor's place of business. County's District Attorney will supply Contractor with the poster to be used.

53. LIMITATION OF LIABILITY:

- A. This project may be awarded by or the Contract may be assigned to a joint powers authority or a nonprofit corporation established by the awarding entity. Bonds, certificates of participation, or other evidences of indebtedness will be issued by a joint powers authority or nonprofit corporation or the awarding entity or the County, for the purpose of constructing the Work contemplated by these Drawings and Specifications. The proceeds of said sale shall be the sole source of funds for payment of all Work to be done and all claims of any kind that may be made under the provisions of this Contract. Neither the awarding entity, nor (if different) the issuing entity, nor any individual parties thereto, nor the County, nor the County's agents and Special Districts, shall have any liability whatsoever to the Contractor or others arising out of, or in any way connected with, Work to be performed hereunder, save and except as such liability may be paid and discharged out of said proceeds, and except as specifically provided for in these specifications. Contractor shall look solely to said proceeds for payment of Work to be done or any claims whatsoever that may be asserted hereunder. Contractor expressly releases and discharges the awarding entity, the issuing entity, and the County and each of them from any and all liability, cost, or expenses save and except such liability, cost, and expense as may be paid for out of said proceeds.
- B. The issuing entity will adopt a policy to sell and issue bonds, certificates of participation, or other evidences of indebtedness at such times and in sufficient amounts to ensure that funds are provided for the prompt payment, as installments become due, for Work performed hereunder.

54. FORUM SELECTION:

Contractor hereby agrees to submit to the jurisdiction of the courts of the State of California. The exclusive venue of any action brought by Contractor, on Contractor's behalf or on the behalf of any Subcontractor, which arises from this agreement or is concerning or connected with services performed pursuant to this agreement, shall be deemed to be in the courts of the State of California located in Los Angeles County, California.

55. WAIVER:

The waiver by the County of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition on any subsequent breach of the same or any other term, covenant, or condition herein contained.

56. PRIOR AGREEMENTS:

This Contract contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this agreement and no prior agreements or understanding pertaining to any such matter shall be effective for any purpose. No provision of this Contract may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successor-in-interest.

57. PROGRESS PAYMENTS:

In accordance with Public Contract Code Section 20104.50, the County shall make progress payments within thirty (30) days after receipt of an undisputed and properly submitted payment request from a Contractor on a construction contract. Interest shall be paid to the Contractor equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure if the County fails to make payment within the thirty (30) days. If the payment request is determined not to be a proper payment request suitable for payment, it shall be returned to the Contractor as soon as practicable, but not later than seven (7) days after receipt accompanied by a document setting forth in writing the reasons why the payment request is not proper. The Contractor will 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.

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(00700.REV 5/2008)

Specs. No. 7721

General Conditions  
00 07 00-52

**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 Sparano + Monney Architecture., or their authorized representative.
- h. "Project Manual" means the manual prepared for the project, consisting of the Bid and Contract Requirements, Conditions of the Contract, and Technical Specifications.
- i. "Contract" means the agreement which has been executed by the Contractor and the County.
- j. "Contract Documents" means those documents identified in Paragraph 5 of the General Conditions.
- k. "Contractor" means the Prime Contractor awarded the Contract by the Board of Supervisors.

- l. "Award of Contract" means the date the Board of Supervisors awards the construction Contract to the Contractor.
- m. "Notice to Proceed" means the date the Director authorizes the Contractor to proceed with the Contract work.
- n. "Acceptance of the Project" means Los Angeles County Board of Supervisors or Director's acceptance of the work.
- o. "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The work may constitute the whole or a part of the project.
- p. "The Project" is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include Work by the County or others.
- q. "Substantial Completion" means the Date of Substantial Completion of the Work, or designated portion thereof as set forth in the Contract Documents, certified by the County when construction is sufficiently complete, in accordance with the Contract Documents, so the County may occupy or use the Work, or designated portion thereof, for the use for which it is intended.
- r. "Disputes Review Panel" reviews all matters related to disputes over the interpretation of the Drawings and Specifications.
- s. "Notice to Bidders" means any written modification to the Contract Documents issued prior to the bid date.
- t. "Day" means calendar day unless otherwise specified.
- u. "Drawings" means the graphical and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the work, generally including plans, elevations, sections, details, schedules, and diagrams.
- v. "Specifications" means that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the work, and performance of related services.

- w. "Inspection Notice": A sequentially numbered written notice issued to the Contractor for the purpose of, but not limited to, the following:
- 1) Define items/installations that deviate from the Contract Documents and which payment may be withheld.
  - 2) Alert as to problem areas prior to issuing Noncompliance.
  - 3) Void previously issued Inspection or Noncompliance Notice when corrections have been made.
  - 4) Give notice of approval.
  - 5) Provide general project information.
  - 6) Define delinquent submittals.
  - 7) Advise Contractor of not complying with safety requirements.
- x. "Noncompliance Notice": A sequentially numbered written notice issued to the Contractor that defines materials, installations, and/or situations that do not comply with codes or the Contract Documents and which payment cannot be made. The statement "remove and replace" will be included when required.

## 2. PAYMENTS:

Payments on account of the Work comprising the original Contract shall be made upon demand of the Contractor as follows:

- a. A working day of the month shall be selected by the County and the Contractor, which day shall remain constant throughout the life of the project, and vary only as needed to fall on a working day. A payment request equal to ninety-five percent (95%) of the labor performed and material actually installed in the work during the previous thirty (30) days or since the last payment request shall be submitted by the Contractor and presented to the County for payment.
- b. A payment request for the (5%) withheld from the monthly progress payments shall be submitted by the Contractor to the County upon completion and acceptance by the County of all the work called for under the original Contract.

- c. In the event of payment on account of additional work for a Change Order, supplemental agreement, or unit price authorization, the retention shall be as stipulated by the original Contract.
- d. When progress payments are to be made, no payment on account of the work and at any time while there is work in progress, will be considered an acknowledgment that any or certain portions of the work have been done in accordance with the Drawings and Specifications. Should there be any balance due the Contractor at the time of the acceptance of the work such balance shall be paid upon said acceptance.
- e. All demands for payment shall be itemized and rendered in six (6) copies by the Contractor and shall be certified by the Director when found by him to be correct. Payment will be made to the Contractor within thirty (30) days after the approval by the Director.
- f. Cost of bonds or liability insurance shall not be included as an item in the demands for monthly progress payments. In the compilation of demands for progress payments, neither stipulated nor bid unit prices for deductions shall be used as the basis for computing prices for the work completed.
- g. When the Contractor has requested payments that would bring his total payment to fifty percent (50%) of the Contract, all subcontractors and material suppliers on record with the Contract Administrator will be notified by U. S. Mail regarding the status of such payment.

Subcontractors and material suppliers of record will be advised to refer to their rights under the Civil Code relating to the "Stop Notices" and other means or methods of securing payment for their work or materials.

3. PAYMENT FOR STORED MATERIAL:

The Department, at its discretion, may authorize "Progress Payments" at the invoiced price, minus retention specified under "Payments", for:

- a. Material and equipment delivered to the site but not incorporated in the Work.
- b. Material and equipment delivered and stored off the site in a bonded warehouse or other location within Los Angeles County, which warehouse or other location is satisfactory to and has been approved by the Department.

- c. The provisions allowing prepayment for materials will be applied to large items of equipment and construction materials of special manufacture or order for the job, such as:
1. Electrical switchgear, generators, and transformers over 15 KVA.
  2. Reinforcing steel and structural steel when fabricated to job requirements.
  3. Carpeting, floor tile or ceiling tiles.
  4. Electrical fixtures (less lamps) and light standards.
  5. Door and security hardware.
  6. Bioretention system
  7. Aluminum Railing
  8. Perforated aluminum panels
  9. Boat storage racks

Contractor must furnish with his Request for Payment acceptable evidence showing such material and/or equipment has been paid for in full, together with a verified statement that same is/are free from all liens and encumbrances and will be utilized in the Work covered by this Contract and a material list sufficient for physical inventory at the storage location. All shop drawings and material submittals must be approved prior to authorizing payments.

All storage, handling and rehandling costs, insurance and responsibility for protection and proper installation of such material and equipment, is the obligation of the Contractor. No payment, pursuant to this provision for material or equipment, shall in any way relieve the Contractor of its responsibility to obtain or provide, at its expense, any such material or equipment, or release the Contractor from any of its obligations under this Contract.

Department may enter upon the premises where the material and/or equipment is stored for inspection, checking, or any other purpose it deems necessary. The Contractor will be reimbursed for any Los Angeles County taxes levied against such material or equipment while so stored, upon presentation of a receipted tax bill for same.

4. EQUIPMENT LAYOUT DRAWINGS:

When any section of the specifications requires the submittal of an "Equipment Layout Drawing", the Contractor shall coordinate all work under various sections of the Specifications to assure that no interferences occur in the rooms or areas for which such drawings have been required and that necessary clearances are provided.

Installation of affected equipment shall not proceed until required drawings have been approved by the Department.

5. AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS:

The following forms and reports are required to be completed by the Contractor and/or Subcontractors according to the instructions furnished for each and at the time shown below for each:

- a. Within ten (10) working days of subcontract award:
  - Contractor's Notification of Subcontracts Awarded
- b. Prior to commencement of work:
  - Notice of EEO Commitment
- c. During the construction period:
  - Monthly Employment Utilization Report (form CC257)

6. SURVEY OPERATIONS:

The Contractor shall be responsible for all survey and layout operations and shall be responsible for the following:

- a. Locate elevations of all improvements, establish control points and bench marks adequate for the use of all trades so that all parts of the work are within the specified and indicated tolerances.
- b. As the work proceeds, verify all grades, lines, and dimensions indicated on the drawings, and report errors and inconsistencies to the Architect in writing. Do not proceed until errors and inconsistencies are corrected.

- c. Maintain staking as required by construction progress and maintain construction progress and maintain control points and benchmarks until final completion of the project.

7. INSURANCE COVERAGE REQUIREMENTS—TYPES AND LIMITS:

A. Builders Risk Course of Construction Insurance:

- 1. Replacement value of County-furnished materials and equipment for this Project is valued at 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.

B. General Liability Insurance:

Minimum coverage requirements shall provide limits of not less than \$1,000,000 per occurrence, \$2,000,000 policy aggregate, and \$2,000,000 products/completed operations aggregate.

C. Automobile Liability Insurance:

Minimum coverage requirements shall provide a limit of liability not less than \$1,000,000 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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00800.MAS  
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
  15. Multi-Craft Core Curriculum (MC3) program graduates.
- J. **Tier 1 Zip Codes** – Tier 1 ZIP Codes are those Zip codes listed in Form 00 09 12-A.
- K. **Tier 2 Zip Codes** – Tier 2 ZIP Codes are those Zip codes listed in Form 00 09 12-C.

**1.03 LOCAL AND TARGETED WORKER HIRE PROGRAM**

- A. The Contractor and its subcontractors shall meet the following minimum mandatory Local Resident and Target Worker hiring requirements:
  - 1. At least 30 percent of total California Construction Labor Hours worked on the project must be performed by a qualified Local Resident;
  - 2. And at least 10 percent of total California Construction Labor Hours worked on the project shall be performed by a Targeted Worker. The hours worked by a Targeted Worker who is also a Local Resident may also be applied towards the 30 percent Local Resident hiring goal.
  - 3. A minimum ratio of one apprentice hour for every five journeyman hours shall be enforced, per State Labor code requirement, and the Contractor will strive to obtain half of all apprentice hours on the project be performed by Local and Targeted Workers.
  - 4. In addition, there shall be a mandatory requirement to use a Jobs Coordinator, as that term is defined in Section 1.02, to facilitate implementation of the Targeted hiring requirements of this Policy; and the Contractor shall ensure the mandatory hiring requirements provided for Local and Targeted Workers are met in accordance with this Policy.
  
- B. The available pool of Local Residents whose primary place of residence is within Tier 1 ZIP Codes (listed under Form 00 09 12-A), must first be exhausted in the manner specified in Section 2.01G before employing worker(s) from Tier 2 ZIP Codes (listed under Form 00 09 12-C).
  
- C. All California Construction Labor Hours shall be included in the calculation for the percentage requirements set forth in Section 1.03 A.
  
- D. The Contractor and its subcontractors shall not discriminate against or give preference to any particular individual or group based on race, color, gender, sexual orientation, age or disability.

**PART 2 – ADMINISTRATION**

**2.01 ADMINISTRATION & COMPLIANCE**

- A. Prior to start of work on the project, the Contractor shall perform the following:
  - 1. The Contractor shall hire a Jobs Coordinator for the project in accordance with Section 2.02.
  - 2. The Contractor and all subcontractors of every tier shall coordinate with the Jobs Coordinator for services to support their efforts in meeting the targeted hiring percentages as described in Section 1.01 of this Specification.
  
- B. The Contractor and its subcontractors shall use the Craft Employee Request Form (Form 00 09 12-A) for all requests for dispatch of qualified Local Residents and Targeted craft workers (including apprentices and journeymen) in the event that

assistance in obtaining such workers is needed from a Community Service Provider, union hiring hall, or other source.

- C. Prior to commencing work, the Contractor, on behalf of itself and its subcontractors, shall submit a Workforce Utilization Plan (Form 00 09 12-B) to the County Project Manager that contains the workforce hiring plan and schedule for the hiring of qualified Local and Targeted Workers and the assignment and use of the subcontractors' workforce to meet the Local Worker Hiring requirement. The Contractor, thereafter, shall submit updates of the Workforce Utilization Plan to reflect changes in project conditions, schedule, or subcontractors.
- D. No later than the 15<sup>th</sup> 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 15<sup>th</sup> 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 first 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 Mother's Beach Restroom and Non-Motorized Boat Storage Project

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

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

Form 00 09 12-E: Approved Jobs Coordinators List



DISPATCH REQUESTOR: \_\_\_\_\_  
(Contractor and Subcontractor Name)

DATE: \_\_\_\_\_

**LOCAL AND TARGETED WORKER HIRE PROGRAM**  
**00 09 12-A CRAFT EMPLOYEE REQUEST FORM - MANDATORY**  
**MOTHER'S BEACH RESTROOM AND NON-MOTORIZED BOAT STORAGE PROJECT**

County of Los Angeles requires that at least 30 percent of total California Construction Labor Hours worked on the project must be performed by a qualified Local Resident. Additionally, at least 10 percent of total California Construction Labor Hours worked on the project shall be performed by a Targeted Worker. The hours worked by a Targeted Worker who is also a Local Resident may also be applied towards the 30 percent Local Resident hiring goal. The available pool of Local Residents whose primary place of residence is within Tier 1 ZIP Codes, listed below, must first be exhausted in the manner specified in Section 2.01G before employing worker(s) from Tier 2 ZIP Codes (listed under Form 00 09 12-C).

**EMAIL FORM TO:**

Community Organization      Name: \_\_\_\_\_      Tel: \_\_\_\_\_      Email: \_\_\_\_\_  
 Local Union                      Name: \_\_\_\_\_      Tel: \_\_\_\_\_      Email: \_\_\_\_\_  
 GC or Sub Compliance Office:      Name: \_\_\_\_\_      Tel: \_\_\_\_\_      Email: \_\_\_\_\_  
 LTWHP Coordinator              Name: \_\_\_\_\_      Tel: \_\_\_\_\_      Email: \_\_\_\_\_  
 Project Manager                  Name: \_\_\_\_\_      Tel: \_\_\_\_\_      Email: \_\_\_\_\_

**TIER 1 RESIDENCY AREA ZIP CODES:** Local and Targeted Workers in these zip codes shall be first dispatched to **Mother's Beach Restroom and Non-Motorized Boat Storage Project**. **Zip Codes must be completed by Outreach and Compliance Section.**

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

**TIER 2 RESIDENCY AREA ZIP CODES:** Local and Targeted Workers from these zip codes shall be referred for project work after all available qualified workers in the Tier 1 Residency Preference area have been exhausted to **Mother's Beach Restroom and Non-Motorized Boat Storage Project**. See Form 00 09 12-C.

**CRAFT WORKER REQUEST:**

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

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

Project Name: \_\_\_\_\_  
 Site Address: \_\_\_\_\_ Report to: \_\_\_\_\_  
 On-site Tel #: \_\_\_\_\_ On-site Fax: \_\_\_\_\_  
 Comment or special instructions: \_\_\_\_\_

Completed by Community Service Provider Organization or Union		
Received By: _____	Date Received: _____	Dispatch Date: _____
<u>Requested Dispatch</u>	<u>Available for Dispatch</u>	<u>Unavailable for Dispatch</u>
Tier 1 Residency Worker <input type="checkbox"/>		<input type="checkbox"/> *See instruction below.
Tier 2 Residency Worker <input type="checkbox"/>		<input type="checkbox"/> Qualified Targeted Worker
*Attach letter stating reason for not dispatching local and targeted worker(s) who reside in the Tier 1 and Tier 2 Area zip codes.		
Print Dispatcher Name: _____		Phone: _____

Contractor: All Contractors

Workforce Utilization Plan / Projection Hours

Project Name: Mother's Beach Restroom and Non-Motorized Boat Storage Project  
 Project Duration: 240 Calendar Days

Date: \_\_\_\_\_

	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Total
<b>PROJECTED PROJECT HOURS</b>														
Total Hours (WH)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Local Hours (Tier 1)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Local Hours (Tier 2)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Targeted Worker	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Non-Local Hours	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Local Hours (%)														
<b>ACTUAL PROJECT HOURS</b>														
Total Hours (WH)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Local Hours (Tier 1)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Local Hours (Tier 2)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Targeted Worker	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Non-Local Hours	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Local Hours (%) - To Date														

WH = Workforce Hours

Contractor: Prime

Workforce Utilization Plan / Projection Hours

Project Name: Mother's Beach Restroom and Non-Motorized Boat Storage Project  
 Project Duration: 240 Calendar Days

Date: \_\_\_\_\_

	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Total
<b>PROJECTED PROJECT HOURS</b>														
Total Hours (WH)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Local Hours (Tier 1)														0
Local Hours (Tier 2)														0
Targeted Worker														0
Non-Local Hours														0
Total Local Hours (%)														
<b>ACTUAL PROJECT HOURS</b>														
Total Hours (WH)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Local Hours (Tier 1)														0
Local Hours (Tier 2)														0
Targeted Worker														0
Non-Local Hours														0
Total Local Hours (%) - To Date														

WH = Workforce Hours

Contractor: Sub 1

**Workforce Utilization Plan / Projection Hours**

**Project Name: Mother's Beach Restroom and Non-Motorized Boat Storage Project**  
**Project Duration: 240 Calendar Days**

Date: \_\_\_\_\_

	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Total
<b>PROJECTED PROJECT HOURS</b>														
Total Hours (WH)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Local Hours (Tier 1)														0
Local Hours (Tier 2)														0
Targeted Worker														0
Non-Local Hours														0
Total Local Hours (%)														
<b>ACTUAL PROJECT HOURS</b>														
Total Hours (WH)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Local Hours (Tier 1)														0
Local Hours (Tier 2)														0
Targeted Worker														0
Non-Local Hours														0
Total Local Hours (%) - To Date														

W H = Workforce Hours

Contractor: Sub 2

Workforce Utilization Plan / Projection Hours

Project Name: Mother's Beach Restroom and Non-Motorized Boat Storage Project  
 Project Duration: 240 Calendar Days

Date: \_\_\_\_\_

	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Total
<b>PROJECTED PROJECT HOURS</b>														
Total Hours (WH)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Local Hours (Tier 1)														0
Local Hours (Tier 2)														0
Targeted Worker														0
Non-Local Hours														0
Total Local Hours (%)														
<b>ACTUAL PROJECT HOURS</b>														
Total Hours (WH)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Local Hours (Tier 1)														0
Local Hours (Tier 2)														0
Targeted Worker														0
Non-Local Hours														0
Total Local Hours (%) - To Date														

W H = Workforce Hours

Contractor: Sub 3

**Workforce Utilization Plan / Projection Hours**

**Project Name: Mother's Beach Restroom and Non-Motorized Boat Storage Project**  
**Project Duration: 240 Calendar Days**

Date: \_\_\_\_\_

	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Total
<b>PROJECTED PROJECT HOURS</b>														
Total Hours (WH)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Local Hours (Tier 1)														0
Local Hours (Tier 2)														0
Targeted Worker														0
Non-Local Hours														0
Total Local Hours (%)														
<b>ACTUAL PROJECT HOURS</b>														
Total Hours (WH)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Local Hours (Tier 1)														0
Local Hours (Tier 2)														0
Targeted Worker														0
Non-Local Hours														0
Total Local Hours (%) - To Date														

WH = Workforce Hours

Contractor: Sub 4

**Workforce Utilization Plan / Projection Hours**

**Project Name: Mother's Beach Restroom and Non-Motorized Boat Storage Project**  
**Project Duration: 240 Calendar Days**

Date: \_\_\_\_\_

	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Total
<b>PROJECTED PROJECT HOURS</b>														
Total Hours (WH)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Local Hours (Tier 1)														0
Local Hours (Tier 2)														0
Targeted Worker														0
Non-Local Hours														0
Total Local Hours (%)														
<b>ACTUAL PROJECT HOURS</b>														
Total Hours (WH)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Local Hours (Tier 1)														0
Local Hours (Tier 2)														0
Targeted Worker														0
Non-Local Hours														0
Total Local Hours (%) - To Date														

WH = Workforce Hours

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

**Tier 1, 2 and Qualifying Zip Codes are defined as:**

**Tier 1 Zip Code:** A Tier 1 Qualified Local Resident is defined as a County resident whose primary residency is: (1) within five (5) miles of the proposed project site; and (2) is within a Qualifying Zip Code. If a qualifying Zip Code is partially located within the 5-mile radius, then the entire Zip Code is considered as a Tier I Zip Code, and workers living in that entire Zip Code area may qualify as Tier I hiring.

**Tier 2 Zip Code:** A Tier 2 Qualified Local Resident is defined as a County resident whose primary residency is: (1) within a Qualifying Zip code; and (2) that Qualifying Zip Code is beyond five (5) miles of the proposed project site.

**Qualifying Zip Code:** A Qualifying Zip Code is defined as a zip code within the County of Los Angeles, where either: (1) the average percentage of households living below 200 percent of the Federal Poverty Level (FPL) for that individual's primary residency's Zip Code is greater than the County average for such households; or (2) the Zip Code is one of 11 additional Zip Codes determined by the Board on September 6, 2011 to be a Zip Code where at least 30 percent of the population is living in poverty, and with an unemployment rate of at least 150 percent of the national average.

Zip Code	Region	SD1	SD2	SD3	SD4	SD5
90001	Florence / South Central (City of LA)		X		X	
90002	Watts (City of LA)		X		X	
90003	South Central (City of LA)		X			
90004	Hancock Park (City of LA)	X	X	X		
90005	Koreatown (City of LA)		X			
90006	Pico Heights (City of LA)	X	X			
90007	South Central (City of LA)	X	X			
90008	Baldwin Hills / Crenshaw (City of LA) / Leimert Park (City of LA)		X			
90010	Wilshire Blvd (City of LA)		X			
90011	South Central (City of LA)	X	X			
90012	Civic Center (City of LA) / Chinatown (City of LA)	X				
90014	Los Angeles	X				
90015	Downtown Los Angeles (City of LA)	X	X			
90016	West Adams (City of LA)		X			
90017	Los Angeles	X				
90018	Jefferson Park (City of LA)		X			
90019	Country Club Park (City of LA) / Mid City (City of LA)		X			
90020	Hancock Park (City of LA)		X			
90021	Downtown Los Angeles (City of LA)	X				
90022	East Los Angeles	X			X	
90023	East Los Angeles (City of LA)	X			X	
90026	Echo Park / Silverlake (City of LA)	X				
90028	Hollywood (City of LA)			X		X
90029	Downtown Los Angeles (City of LA)	X		X		
90031	Montecito Heights (City of LA)	X				
90032	El Sereno (City of LA) / Monterey Hills (City of LA)	X				
90033	Boyle Heights (City of LA)	X				
90034	Palms (City of LA)		X	X		
90035	West Fairfax (City of LA)		X	X		
90036	Park La Brea (City of LA)		X	X		
90037	South Central (City of LA)		X			
90038	Hollywood (City of LA)			X		
90040	Commerce, City of	X			X	

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

Zip Code	Region	SD1	SD2	SD3	SD4	SD5
90042	Highland Park (City of LA)	X				
90043	Hyde Park (City of LA) / View Park / Windsor Hills		X			
90044	Athens		X			
90047	South Central (City of LA)		X			
90057	Westlake (City of LA)	X				
90058	Vernon	X	X		X	
90059	Watts (City of LA) / Willowbrook		X		X	
90061	South Central (City of LA)		X			
90062	South Central (City of LA)		X			
90063	City Terrace	X				
90089	Exposition Park(City of LA)		X			
90201	Bell / Bell Gardens / Cudahy				X	
90220	Compton / Rancho Dominguez		X			
90221	East Rancho Dominguez		X		X	
90222	Compton / Rosewood / Willowbrook		X		X	
90242	Downey				X	
90247	Gardena		X			
90250	Hawthorne (Holly Park) / Lawndale (Federal Bldg)		X			
90255	Huntington Park / Walnut Park		X		X	
90262	Lynwood				X	
90270	Maywood				X	
90280	South Gate		X		X	
90301	Inglewood		X			
90302	Inglewood		X			
90303	Inglewood		X			
90304	Lennox		X			
90401	Santa Monica			X		
90501	Torrance		X		X	
90601	Whittier	X			X	
90602	Whittier	X			X	
90640	Montebello	X			X	
90706	Bellflower				X	
90716	Hawaiian Gardens				X	
90723	Paramount				X	
90731	San Pedro (City of LA) / Terminal Island (City of LA)				X	
90744	Wilmington (City of LA)		X		X	
90802	Long Beach				X	
90804	Long Beach				X	
90805	North Long Beach (Long Beach)		X		X	
90806	Long Beach				X	
90810	Carson / Long Beach		X		X	
90813	Long Beach				X	
91001	Altadena					X
91046	City of Glendale					X
91103	Pasadena					X
91201	Glendale					X
91203	Glendale					X
91204	Glendale (Tropico)					X
91205	Glendale (Tropico)					X
91303	Canoga Park (City of LA)			X		
91331	Arleta (City of LA) / Pacoima (City of LA)			X		X
91335	Reseda (City of LA)			X		
91340	San Fernando			X		
91342	Lake View Terrace (City of LA) / Sylmar (City of LA)			X		X

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

91343	North Hills (City of LA)			X		
91352	Sun Valley (City of LA)			X		X
<b>Zip Code</b>	<b>Region</b>	<b>SD1</b>	<b>SD2</b>	<b>SD3</b>	<b>SD4</b>	<b>SD5</b>
91401	Van Nuys (City of LA)			X		
91402	Panorama City (City of LA)			X		
91405	Van Nuys (City of LA)			X		
91406	Van Nuys (City of LA)			X		
91411	Van Nuys (City of LA)			X		
91502	Burbank					X
91601	North Hollywood (City of LA)					X
91605	North Hollywood			X		X
91606	North Hollywood			X		X
91702	Angeles National Forest	X				X
91706	Baldwin Park / Irwindale	X				X
91731	El Monte	X				
91732	El Monte	X				
91733	South El Monte	X				
91744	City of Industry / La Puente / Valinda	X				
91746	Bassett / City of Industry / La Puente	X				
91754	Monterey Park	X				
91755	Monterey Park	X				
91766	Phillips Ranch / Pomona / Chino	X				
91767	Pomona	X				X
91768	Pomona	X				



**LOCAL AND TARGETED HIRE STATUS REPORT  
LOS ANGELES COUNTY**

Project: SAMPLE NAME  
 Supervisorial District: SD 4  
 Project Code: PW13950  
 Contractor(s): Multiple Contractors  
 Craft(s): Multiple Crafts  
 Construction Contract Amount: \$0.00  
 Mandatory Local and Targeted Hiring Goal: 30.00%

From Date: 9/1/2016  
 To Date: 9/30/2016  
 Total Forecast Hours: 0.00  
 Total Project Hours to Date: 0.00  
 Total Hours Percent Complete: 10.00%

Area	Total Number of Workers Sep 01-Sep 30	% of Total Workers Sep 01-Sep 30	Total Hours Worked Sep 01-Sep 30	% of Total Hours Worked Sep 01-Sep 30	Cumulative Total Number of Workers	Cumulative % of Total Workers	Cumulative Total Hours Worked	Cumulative % of Total Hours Worked	Cumulative Wages w/ Benefits	Cumulative Number of Foremen	Cumulative Foremen Hours	Cumulative Foreman Hours %	Cumulative Number of Journeymen	Cumulative Journeyman Hours	Cumulative Journeyman Hours %	Cumulative Number of Apprentices	Cumulative Apprentice Hours	Cumulative Apprentice Hours %
Tier 1	0	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%	\$0.00	0	0.00	0.00%	0	0.00	0.00%	0	0.00	0.00%
Tier 2	0	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%	\$0.00	0	0.00	0.00%	0	0.00	0.00%	0	0.00	0.00%
Other in LA County (non-local)	0	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%	\$0.00	0	0.00	0.00%	0	0.00	0.00%	0	0.00	0.00%
Outside of LA County	0	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%	\$0.00	0	0.00	0.00%	0	0.00	0.00%	0	0.00	0.00%
Employees Not In Specified Zip Lists	0	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%	\$0.00	0	0.00	0.00%	0	0.00	0.00%	0	0.00	0.00%
<b>Local and Targeted Workers</b>																		
Local Resident (Tier 1 + Tier 2)	0	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%	\$0.00	0	0.00	0.00%	0	0.00	0.00%	0	0.00	0.00%
Targeted Worker	0	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%	\$0.00	0	0.00	0.00%	0	0.00	0.00%	0	0.00	0.00%
<b>Demographic Profile</b>																		
African American	0	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%	\$0.00	0	0.00	0.00%	0	0.00	0.00%	0	0.00	0.00%
Asian	0	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%	\$0.00	0	0.00	0.00%	0	0.00	0.00%	0	0.00	0.00%
Caucasian	0	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%	\$0.00	0	0.00	0.00%	0	0.00	0.00%	0	0.00	0.00%
Hispanic	0	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%	\$0.00	0	0.00	0.00%	0	0.00	0.00%	0	0.00	0.00%
Native American	0	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%	\$0.00	0	0.00	0.00%	0	0.00	0.00%	0	0.00	0.00%
Not Specified	0	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%	\$0.00	0	0.00	0.00%	0	0.00	0.00%	0	0.00	0.00%
Two Or More Races	0	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%	\$0.00	0	0.00	0.00%	0	0.00	0.00%	0	0.00	0.00%
Other	0	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%	\$0.00	0	0.00	0.00%	0	0.00	0.00%	0	0.00	0.00%
Male	0	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%	\$0.00	0	0.00	0.00%	0	0.00	0.00%	0	0.00	0.00%
Female	0	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%	\$0.00	0	0.00	0.00%	0	0.00	0.00%	0	0.00	0.00%
Veteran	0	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%	\$0.00	0	0.00	0.00%	0	0.00	0.00%	0	0.00	0.00%
<b>Total Employees</b>	0		0.00		0		0.00		\$0.00	0	0.00		0	0.00		0	0.00	

**S A M P L E**

**Section 00 09 12-E Approved Jobs Coordinators List**

**JOB COORDINATOR PANEL**

as of May 2022

<p><b>Casamar Group, LLC</b>                  Joe Garcia                  23335 Alamos Lane                  Newhall, CA 91321                  TEL: 661.254-2373                  Fax: 661.253.0549  <a href="mailto:jgarcia@casamargroup.com">jgarcia@casamargroup.com</a></p>	<p><b>Del Richardson &amp; Associates, Inc.</b>                  Del Richardson                  510 S. La Brea Avenue                  Inglewood, CA 90301                  TEL: 310.645.3729 ext. 229                  FAX: 310.645.3355  <a href="mailto:Del.Richardson@drainc.com">Del.Richardson@drainc.com</a></p>
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<p><b>Mindful Integration of Construction Services</b>                  Theodora Oyie                  P.O. Box 180156                  Los Angeles, CA 90018                  TEL: 323. 241.7787  <a href="mailto:toyie@mindfulintegrationservices.com">toyie@mindfulintegrationservices.com</a></p>	<p><b>Modern Times, Inc.</b>                  Joseph Hernandez                  1892 E. Altadena Drive                  Altadena, CA 91001                  TEL: 213.810.6105                  FAX: 626.316.7103  <a href="mailto:joe@moderntimesinc.com">joe@moderntimesinc.com</a></p>
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**Metro**

## SECTION 01 00 00

### PROJECT GENERAL REQUIREMENTS

#### PART 1 - GENERAL

##### 1.01 DESCRIPTION

- A. Scope of the Contract (1.02)
- B. Permanent Utility Services (1.03)
- C. Work not Included (1.04)
- D. Drawings (1.05)
- E. Time of Completion (1.06)
- F. Long Lead Time Materials and Equipment (1.07)
- G. Liquidated Damages (1.08)
- H. Examination of Site and Work (1.09)
- I. Cooperation (1.10)
- J. Restrictions to the Work (1.11)
- K. Cutting and Patching (1.12)
- L. Air Quality Management District Rules (1.13)
- M. Shop Drawings (1.14)
- N. Cleaning (1.15)
- O. Existing Utility Lines (1.16)
- P. Protective Measures (1.17)
- Q. Project Administration (1.18)
- R. Best Management Practices (BMP) Requirements (1.19)
- S. Work In Progress Under Other Contracts (1.20)

##### 1.02 SCOPE OF THE CONTRACT

- A. Work to be done under the Contract consists of furnishing all materials, all equipment, and performing the Work required by these Specifications and the Drawings hereinafter, described and necessary, to complete the construction of the Mother's Beach Restroom and Non-Motorized Boat Storage 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 or 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

The Work shall conform to the Drawings entitled Mother's Beach Restroom and Non-Motorized Boat Storage Project with sheet numbers and titles as listed on Sheet No. 1 of the Drawings.

#### 1.06 TIME OF COMPLETION

- A. The work to be performed under the contract shall be completed within 240 calendar days, beginning with the date stipulated in the written notice to proceed issued by the Director.
- B. Failure to complete the work by the identified completion date will be subject to the Liquidated Damages identified in Paragraph 1.08.
- C. Final Payment Request shall be submitted within twenty (20) days after 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 \$1,000 a day for each day's delay in the completion of the work beyond the time limit stipulated in Paragraph 1.06.
- B. It is further mutually understood and agreed by and between the awarding entity and the Contractor that the sum of liquidated damages set forth above will be additive to a total of \$1,000 a day for each and every day's delay in the event that the time limits, as hereinbefore specified, are concurrently exceeded. Any authorized extensions of time will be added to the time limits stipulated.
- C. The Extended Overhead Daily Rate is not applicable when it is determined that liquidated damages apply due to a Contractor's delay.

## 1.09 EXAMINATION OF SITE AND WORK

- A. Bidders must examine the location, physical conditions, and surroundings of the proposed Work and judge for themselves the extent to which these factors will influence the performance of the Contract Work.
- B. The plans for the Work show conditions as they are supposed or believed by the 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 a prebid conference and job walk of the project site on August 15, 2024 at 10:00 a.m.

#### 1.10 COOPERATION

In the entrance and exit of all workers and in bringing in, storing, or removing of materials and the erection and maintenance of equipment and in the manner and time of prosecuting the work, the Contractor shall cooperate with those in authority on the premises to prevent the entrance of those whose presence is forbidden or undesirable, and he shall observe all rules and regulations in force on the premises and avoid undue interference with the convenience, sanitation, and routine of County departments occupying the premises.

#### 1.11 RESTRICTIONS TO THE WORK

- A. The 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.
- F. Contractor to maintain public access to the beach at all times.

#### 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, 66.1, 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), the Los Angeles County Department of Public Works Construction Site Best Management Practices (BMP's) Manual, latest edition. A copy of the BMP Manual can be obtained at the Los Angeles County Department of Public Works Cashier's Office, 900 South Fremont Avenue, Alhambra, CA 91803, (626) 458-6959.

B. Related Work: Final 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."

\* \* \* \*

## 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.
- 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 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 use [Primavera Contract Manager Version 11](#) to prepare and submit RFIs unless otherwise instructed by the Director.
- C. Related Sections:
  - 1. General and Supplementary Conditions for changes in the Work.
  - 2. Section 01 31 19: Progress Meetings
  - 3. Section 01 33 00: Submittals

##### 1.02 SUBMITTALS

- A. Submit a Request for Information to the County when:
  - 1. An unforeseen condition or constructability question occurs.
  - 2. Questions regarding information in the Contract Documents arise.
  - 3. Information not found in the Contract Documents is required.
- B. When possible, request such clarification either verbally or in writing at the next scheduled Project meeting. When the RFI is answered at the Project meeting, number the RFI and enter the response into the meeting minutes.
  - 1. When the urgency of the need or the complexity of the item makes clarification at the next scheduled Project meeting impractical, prepare and submit a formal written RFI to the County.
- C. RFIs shall be submitted within a reasonable time frame so as not to interfere with or impede the progress of the Work. The Contractor shall make every effort to keep the number of RFIs to a minimum. If the number of RFIs becomes unwieldy, the County may require the Contractor to abandon the RFI process and submit requests as either submittals, substitutions, or requests for change.

- D. When the response to an RFI 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

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)

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## **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 use Primavera Contract Manager Version 11 to prepare and submit the Schedule of Values 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 **seven (7)** 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 at least one line item for each Specification Section.
1. Identification: Include the following Project identification on the Schedule of Values:
    - a. Project name and location.
    - b. Name of Architect.
    - c. Architect's project number.
    - d. Contractor's name and address.
    - e. Date of submittal.
  2. Submit draft of Application and Certificate for Payment. Retain subparagraph above or first subparagraph and associated subparagraphs below.
  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 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 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 Architect by the 28<sup>th</sup> of the month. The period covered by each Application for Payment is one month, ending on the 28<sup>th</sup> of the month.
- D. Payment Application Forms: Use Application and Certificate for Payment as form 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 three (3) signed and notarized original copies of each Application for Payment to 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. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.

3. Updated final statement, accounting for final changes to the Contract Sum.
4. "Contractor's Affidavit of Payment of Debts and Claims."
5. "Contractor's Affidavit of Release of Liens."
6. "Consent of Surety to Final Payment."
7. Evidence that claims have been settled.
8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
9. Final, liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**SAMPLE APPLICATION AND CERTIFICATE FOR PAYMENT ATTACHED.**

\* \* \*

# SAMPLE

## APPLICATION AND CERTIFICATE 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.

<b>1 ORIGINAL CONTRACT SUM</b>	\$	-
<b>2 Net change by Change Orders</b>	\$	-
<b>3 CONTRACT SUM TO DATE</b>	\$	-
<b>4 TOTAL COMPLETED &amp; STORED TO DATE</b>	\$	-
(Column G on Continuation Sheet)		
<b>5 RETAINAGE</b>		
<b>a 0.00% of Completed Work</b>	\$	-
(Column D+E on Continuation Sheet)		
<b>b 0.00% of Stored Material</b>	\$	-
(Column F on Continuation Sheet)		
Total Retainage (Line 5a+5b or Total in Column I on Continuation Sheet)		
<b>6 TOTAL EARNED LESS RETAINAGE</b>	\$	-
(Line 4 less Line 5 Total)		
<b>7 LESS PREVIOUS CERTIFICATES FROM PAYMENT</b>		
(Line 6 from prior Certificate)		
<b>8 CURRENT PAYMENT DUE</b>	\$	-
<b>9 BALANCE TO FINISH, INCLUDING RETAINAGE</b>		
(Line 3 less Line 6)		

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Previously approved Change Orders	\$ -	\$ -
Change Orders approved this period	\$ -	\$ -
<b>TOTALS</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Net Change Order Total</b>	<b>\$ -</b>	<b>\$ -</b>

To the best of my knowledge and belief, I certify that all items, units, quantities, and prices of work shown on this application for payment are corrects; that all the work has been performed and material supplied in full accordance with the terms and conditions of this Contract on this projects; that this application for payment is a true and correct statement of the contract account up to and including the last day of period covered by this application and that no part 'Current Payment Due' has been received.

**CONTRACTOR:** \_\_\_\_\_  
**BY:** \_\_\_\_\_ **Date:** \_\_\_\_\_

### CERTIFIED AND APPROVED AS PER TERMS OF CONTRACT

To the best of my knowledge and belief, I certify that this application for payment does not exceed ( )% of the value of the work completed since the previous application for payment, if any plus ( )% of the value acceptable or stored materials for incorporation into work, but not installed, if any.

I further certify that this application for payment covers full payment for work completed since the previous application for payment and that any payment for prefabricated stored materials does not exceed ( )% of the value of the materials.

AMOUNT CERTIFIED..... \$ -

**BY:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Inspector

**BY:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Architect/Engineer

**BY:** \_\_\_\_\_ **Date:** \_\_\_\_\_

County Project Manager

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptable of payment are without prejudice to any rights of the Owner or Contractor under this Contract except as set forth in the Contract.

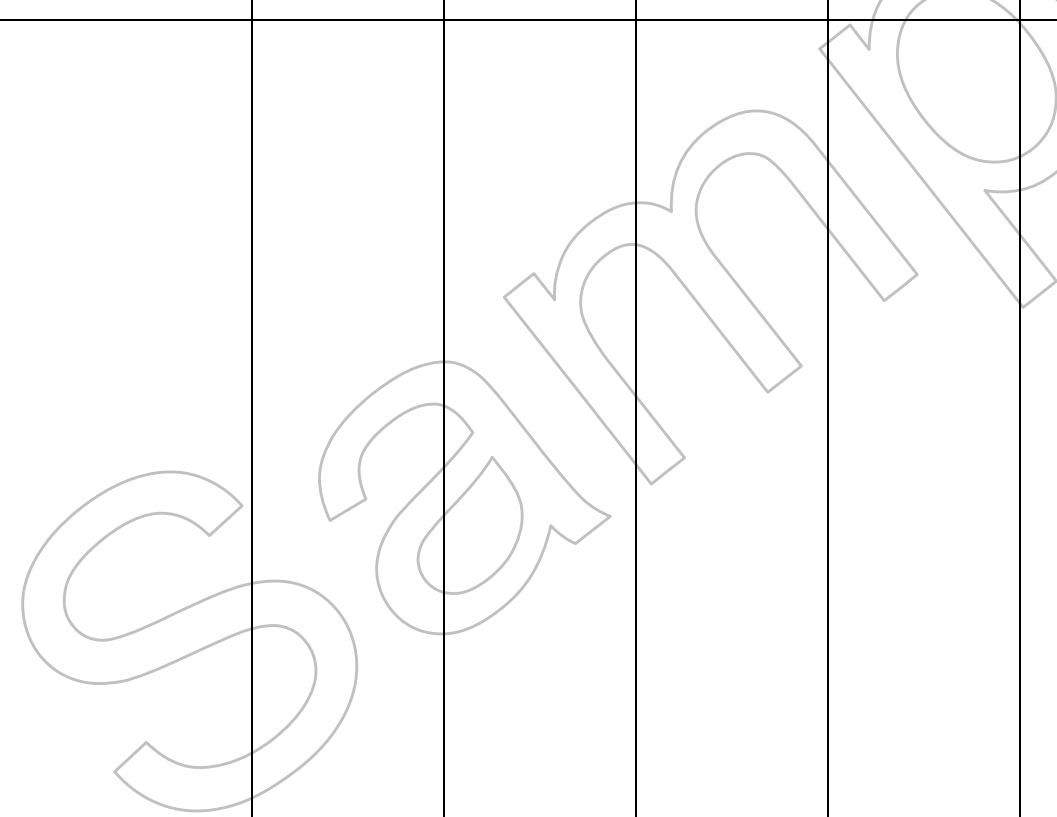


# AIA Document G703™ – 1992

## Continuation Sheet

AIA Document G702™–1992, Application and Certificate for Payment, or G732™–2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor’s signed certification is attached.  
 In tabulations below, amounts are in US dollars.  
 Use Column I on Contracts where variable retainage for line items may apply.

**APPLICATION NO:**  
**APPLICATION DATE:**  
**PERIOD TO:**  
**ARCHITECT’S PROJECT NO:**

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED <i>(Not in D or E)</i>	G		H BALANCE TO FINISH <i>(C – G)</i>	I RETAINAGE <i>(If variable rate)</i>
			D + E FROM PREVIOUS APPLICATION	THIS PERIOD		(D + E + F) TOTAL COMPLETED AND STORED TO DATE	(G ÷ C) %		
									
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.**

**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, Project Coordinator, Prime Contractors, Major Subcontractors, Project Inspector and key County personnel.
- C. Agenda:
  - 1. Contract Agreement
    - a. Transmit Performance and Material Bonds to Architect
    - b. Review General/Supplementary Conditions
    - c. Deferred Approvals
  - 2. Receive documentation from Contractor
    - a. Construction Schedule
    - b. Schedule of Values

- c. List of Subcontractors with Addresses and Phone Numbers
  - d. List of Submittals and Estimated Date of Submittal
- 3. Project Administration
  - a. Application for Payment, Project Schedule, Lien Release, As-built Documents, Contract Administration
  - b. Change Orders and Proposal Requests
  - c. Submittals and Substitutions, Deferred Approvals
  - d. Site Meetings
  - e. Testing Lab
  - f. Verified Reports
- 4. Special County Conditions
  - a. Temporary Facilities
  - b. County Occupancy
  - c. Work by County
  - d. Access to Site – County Contract
- 5. Construction Process
  - a. Contractor to give Overview of Construction
  - 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 Coordinator, Prime Contractors, major Subcontractors and suppliers, Project Inspector, key County personnel and Architect as appropriate to agenda topics for each meeting.
- D. Agenda
  - 1. Review Minutes of Previous Meetings
  - 2. Review of Work Progress
  - 3. Field Observations, Problems, and Decisions
  - 4. Identification of problems which impede planned progress.
  - 5. Review of Submittals Schedule or Status of Submittals.
  - 6. Review of Off-site Fabrication and Delivery Schedules
  - 7. Maintenance of Progress Schedule
  - 8. Corrective Measures to Regain Project Schedules
  - 9. Planned Progress During Succeeding Work Period
  - 10. Coordination of Projected Progress
  - 11. Maintenance of Quality and Work Standards.
  - 12. Effect of Proposed Changes on Progress Schedule and Coordination
  - 13. Other Business Relating to Work
- 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 in individual specification sections, convene a preinstallation meeting prior to commencing work of the section.
- B. Require attendance of parties directly affecting, or affected by, work of the specific section.
- C. Notify Architect four 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 31 19**

### **PROGRESS MEETINGS**

#### PART 1 - GENERAL

##### 1.01 DESCRIPTION

- A. Scheduling and administration of progress meetings.

##### 1.02 RELATED REQUIREMENTS

- A. Instructions to bidders.
- B. Project general requirements.
- C. Construction schedules.
- D. Shop drawings, product data and samples.
- E. Quality control.
- F. Temporary Facilities.

##### 1.03 PROGRESS MEETINGS

- A. The County will schedule and administer progress meetings throughout the construction of the work.
- B. The County will make physical arrangements, prepare agenda and distribute notice for the meetings to participants in advance of meeting date.
- C. The Project Manager will preside at meetings. Meeting minutes will be recorded and copies will be distributed to participants prior to next meeting.
- D. Location of meetings: Project's field office or Project Manager's office.
- E. Attendance: Project Manager, Inspector, Contractor, job superintendent, subcontractors, suppliers and others as appropriate to agenda; Architect/Engineer and others shall attend when appropriate.
- F. Minimum Agenda:
  - 1. Approval of minutes of previous meetings.
  - 2. Review of work progress.
  - 3. Field observations, problems and decisions.

4. Identification of problems which impede planned progress.
5. Review of submittals schedule and status of submittals.
6. Review of off-site fabrication and delivery schedules.
7. Maintenance of progress schedule.
8. Corrective measures to regain projected schedules.
9. Planned progress during succeeding work period.
10. Coordination of projected progress.
11. Maintenance of quality and work standards.
12. Effect of proposed changes on progress schedule and coordination.
13. Other business relating to Work.

#### PART 2 - PRODUCTS

Not used.

#### PART 3 - EXECUTION

Not used.

\* \* \*

## SECTION 01 32 00

### CONSTRUCTION SCHEDULES

#### Critical Path Method Schedule Integration System

##### 1. GENERAL

DESCRIPTION – The work specified in this section consists of developing and maintaining a Critical Path Method (CPM) schedule integration system for the contract. Planning, scheduling, management, and execution of work in accordance with contract documents are the sole responsibility of the Contractor.

- 1.1 Related General Conditions/General Requirements Articles, and Specifications Sections
  - a. General Conditions Articles 12.A, 12.B, 12.C
  - b. General Conditions Articles 14
  - c. General Conditions Articles 15.B.e.3
  - d. General Requirements Articles 1.02
  - e. General Requirements Articles 1.06
- 1.2 Generate a CPM schedule integration system using commercially available CPM scheduling software 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 tabular reports on A-Size (8 ½-inch by 11-inch) paper. For scheduling submittals, the Contractor shall include backup diskettes. The backup diskettes shall be made directly from the CPM scheduling software and shall contain all files of the project that can be restored by the County for its evaluation and analysis.
- 1.4 Contract milestone dates, County furnished goods, availability dates, and real estate availability dates, are unique zero duration activities as a “start no earlier than” or “finish no later than” milestone. Each milestone activity will constrain its dependent work. Assume Notice to Proceed (NTP) is given at day zero for calculation of constraint dates for milestones.

- 1.5 Float is not for exclusive use or benefit of either the County or Contractor but is an expiring resource available to both parties on a nondiscriminatory basis. Float is used by either party, as needed to meet contract milestones and contract completion dates. Contract time extensions for contract performance will be granted only to extent that delays 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 and four copies of 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
  - a. One computer generated backup copy of monthly updated current CPM contract schedule file.
  - b. Written narrative for updated current CPM contract schedule.
13. Fragnets
  - a. 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.
  - a. 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 JPEG 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 Construction Manager Directed Construction Photographs: From time to time, Architect or Construction Manager may instruct photographer about number and frequency of photographs and subject, general directions or vantage points for photographs. Select actual vantage points and take photographs to show the status of construction and progress since last photographs were taken.

END OF SECTION

## **SECTION 01 33 00**

### **SUBMITTALS**

#### PART 1 – GENERAL

##### 1.01 SECTION INCLUDES

- A. Submittal Procedures
- B. Construction Progress Schedules
- C. Shop Drawings
- D. Product Data
- E. Samples
- F. Manufacturers' Instructions
- G. Manufacturers' Certificates
- H. Coordinated Drawings
- I. Request for Information
- J. Contractor's Photographs

##### 1.02 SUBMITTALS LIST AND SCHEDULE

- A. Submittal: Within 30 days of submission of List of Submittals, whichever is later, after award of contract, and before submitting items for review, submit two copies of submittals list and schedule.
- B. The Contractor will use Primavera Contract Manager Version 11 to 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.
  - 1. 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 Architect.
  5. Coordinate schedule with subcontractors and materials suppliers.
  6. On acceptance by Architect, 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 Architect and copy the County Project Manager on the transmittal.
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. File.
- B. Sequentially number the transmittal forms. Resubmittals to have original number with an alphabetic suffix.
- C. Identify Project, 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.
- D. 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.

- E. Schedule submittals to expedite the project. Coordinate submission of related items.
  - 1. Make all submittals in accordance with the progress schedule and far enough in advance of scheduled dates of installation to provide required time for reviews for securing necessary approvals for possible revision and submittal and for placing orders and securing delivery.
- F. Identify variations from Contract Documents and product or system limitations which may be detrimental to successful performance of the completed work.
  - 1. Requests for deviations from Contract Documents shall be submitted for consideration before submittal of affected items. Submit in accordance with substitution requirements of Section 01 65 00 Transport, Handling and Storage. Only deviations which have been previously accepted in writing shall be included in submittals.
- G. Provide space for Contractor and Architect review stamps.
- H. Revise and resubmit submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.
- I. Determine and verify all field dimensions and conditions, materials, catalog numbers and similar data.
- J. Coordinate as required with all trades and all public agencies involved.
- K. Unless otherwise specifically authorized by Architect, make all submittals in groups containing all associated items. Architect may reject partial submittals as not comply with the provisions of this Section.
- L. Resubmittals:
  - 1. Subject to same terms and conditions as original submittal.
  - 2. The County Project Manager will accept not more than one resubmittal.

- a. Should additional resubmittals be required, Contractor shall reimburse County for Architect's account for time spent in processing additional resubmittals at rate of 2.5 times rate of Direct Personnel Expense (DPE). Direct Personnel Expense is defined as direct salaries of Architect's personnel engaged or Project and portion of costs of mandatory, and customary contributions and benefits related thereto, including employment taxes and other statutory employee benefits, insurance sick leave, holidays, vacations, pensions, and similar contributions and benefits.

#### 1.04 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit as required in Section 01 32 00.

#### 1.05 SHOP DRAWINGS

- A. Submit a schedule of the shop drawings, listing their required submission and review dates to the County Project Manager for approval. The submission time shall be in accordance with the requirements set forth in Section 1.02, Submittals List and Schedule, Paragraph A. The schedule shall allow sufficient time for checking by the Architect. In addition, the shop drawing submission and review dates shall be incorporated into the progress schedule required in the General Conditions.
  1. "Elapsed time due to 'Revise and Resubmit' or 'Not Approved' action, indicated, on submittal review (due to inaccurate data or incomplete definition), shall not adversely affect equipment delivery and/or installation schedules".
  2. "Allotted time for review/approval process shall be a minimum of ten (10) working days from the date individual submittals are received by the Architect.
- B. Submit newly prepared information, drawn to accurate scale. Highlight, encircle or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as to the basis of Shop Drawings. Standard information prepared without specific reference to the Project will not be approved as Shop Drawings.
- C. Shop Drawings shall include fabrications and installation drawings, setting diagrams, schedules, patterns, templates and similar drawings. Include the following information:

1. Dimensions
  2. Identification of products and materials included.
  3. Compliance with specified standards.
  4. Notation of coordination requirements.
  5. Notation of dimensions established by field measurement.
- D. Sheet Size: Except for templates, patterns and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 inch x 11 inch, but not larger than 30 inch x 42 inch.
- E. The Contractor shall review, stamp with his approval as herein required, and submit with reasonable promptness and in orderly sequences, in accordance with the submittal schedule. All shop drawings required by the Contract Documents or subsequently by the Architect as covered by modifications shall be properly identified. At the time of submission the Contractor shall inform the Architect in writing of any deviation in the shop drawings.
- F. Stamp: Each page of shop drawings shall bear the Contractor's stamp, which shall signify the Contractor's representation that he has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained in the shop drawings, all in accordance with the requirements of Section 01 33 00 Submittals. Each stamp shall be accompanied by a wet signature or initial of an employee of the Contractor who may be contacted for information. Stamped signatures or initials are not acceptable.
- G. Submittals not certified by being stamped and signed will be returned without action as well as those, in the Architect's opinion, that have not been adequately reviewed or coordinated by the Contractor.
- H. Method of Review: Submit shop drawings, electronically as a pdf file using Primavera Contract Manager Version 11, 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.
- I. The Architect 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.
- J. Submittal of shop drawings to the Architect shall be made by the Contractor with a dated transmittal form or letter, and not by subcontractors or suppliers.
- K. The Architect'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 Architect in writing of such deviation at the time of submission and the Architect has given written approval to the specific deviation, nor shall the Architect's approval relieve the Contractor from responsibility for errors or omissions in the shop drawings.
1. Notations by the Architect which 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.
- L. No portion of work requiring shop drawings shall be commenced until the shop drawings have been approved by the Architect.
- M. SHOP DRAWING PROCESSING
1. Requirements for Submittal of Shop Drawings
    - a. Shop drawings shall be submitted directly to the Architect and copy of transmittal to the County Project Manager.
  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" (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" (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.

N. Assignment of Shop Drawings Numbers

Each accepted submittal shall be stamped by the Architect and assigned a shop drawing number using either of the following systems. The shop drawing number will be shown on each sheet that is stamped by Architect.

1. A simple numerical sequence may be used whereby each submittal is assigned a number in order of approval (SD-1, SD 2...).
2. A numerical sequence by classification may be used such as SD-S-1 for a Structural Submittal; SD-AC-1 for an Air Conditioning Submittal; SD-C-1 for a Civil Submittal, SD-L-1 for a Landscape Submittal; SD-A-1 for an Architectural Submittal; and SD-X-1 for Miscellaneous Submittals.

3. Material submittals and paint color chips should be assigned a shop drawing number for identification purposes.

O. Transmittal of Submittals

The General Contractor shall submit to the Architect a set of shop drawings which comply with this Exhibit. Upon receipt of the submittal, the Architect will review or have his consultants review the submittal for compliance with the drawings and specifications.

P. Processing

1. Procedure

- a. Shop drawings will be stamped or returned as per Section M of this Exhibit. Accepted and numbered shop drawings shall be 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 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 using Primavera Contract Manager Version 11, 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 Architect, 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 Architect selection, or in custom colors selected.
- C. Include identification on each sample with full Project information, as required for Shop Drawings, Item, 1.04 above.
- D. Submit a minimum of three (3) samples or as specified in individual sections of the specifications, two of which will be retained by the Architect.
- E. Reviewed samples which may be used in the work are indicated in individual specification sections.
- F. Approval or rejection of samples will be made by the Architect in writing.

#### 1.08 MANUFACTURER'S INSTRUCTIONS

- A. When specified in individual specification sections, submit manufacturers' printed instructions for delivery, storage, assembly, installation, start-up, adjusting and finishing in quantities specified for Product Data.
- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference date, affidavits and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or product, but must be acceptable to Architect.

#### 1.09 MANUFACTURER'S CERTIFICATES

- A. When specified in individual specification sections, submit manufacturers' certificate to Architect for review in quantities specified for Product Data.
- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference date, affidavits and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or product, but must be acceptable to Architect.

#### 1.10 COORDINATED DRAWINGS

- A. 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 two blue-line prints as a pdf file using Primavera Contract Manager Version 11, unless otherwise instructed by the Director.
- H. The Architect will review the submittals, make appropriate notations and comments to ensure the solution meets the intent of the Contract Documents and then return to Contractor for implementation.
- I. The Contractor shall be responsible for the proper coordination of the work of all sections of the specifications in the execution of coordinated drawing. Any installation of materials, components or equipment under one section of the specifications without full and complete agreement, knowledge and consent by fabricators of adjacent or otherwise related or affected work will not be 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.
- B. Response will be in writing, by the County, either in the construction field meeting notes or on the RFI itself, within 5 working days of receipt of RFI.
  - 1. No change in cost interpretations or clarifications will be accepted as such.
  - 2. Change in cost interpretation or clarifications will institute a Change Order procedure.

1.12 CONSTRUCTION PHOTOGRAPHS

- A. Submit with payment request monthly. See Section 01 32 33.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

\* \* \* \* \*

## SECTION 01 33 23

### SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

#### PART 1 – GENERAL

##### 1.01 DESCRIPTION

- A. Submittals
  - 1. Shop drawings.
  - 2. Product or catalog data.
  - 3. Samples.
- B. The Contractor will use [Primavera Contract Manager Version 11](#) to 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 Project Manager.

### 1.03 CONTRACTOR'S RESPONSIBILITIES

A. Prior to Submittal

1. Review and approve Shop Drawings, Product Data and Samples prior to submission to the Department.
2. Coordinate each submittal with 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 submitted, 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 Department 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 approved by the Contractor will be returned to Contractor. Submittals will not be reviewed or accepted by the Department or Architect without Contractor's prior approval.

B. Review

1. Product Data – After review, two (2) copies bearing the Department's review stamp and signature will be returned to Contractor.

2. Samples – After review one (1) sample will be returned and the remainder will be retained by the Department until completion of the work.

END OF SECTION

## **SECTION 01 45 00**

### **QUALITY CONTROL**

#### PART 1 - GENERAL

##### 1.01 DESCRIPTION

- A. Tests.
- B. Inspections.
- C. County will employ and pay for the services of an Independent Testing Laboratory or Soils Engineer to perform specified testing and/or inspections.
- D. Related requirements specified elsewhere:
  - 1. Refer to the various trade sections for specific test and inspection requirements.

##### 1.02 REQUIREMENTS OF REGULATORY AGENCIES

- A. Los Angeles County Building Code.
- B. Uniform Building Code Standards, as applicable.
- C. California Code of Regulations.
  - 1. 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. Earthwork.
  - 1. Approval of fill material.
  - 2. Compaction tests.
  - 3. Inspection of subgrades and excavations.
- B. Concrete.
  - 1. Materials.
    - a. Portland cement tests.
    - b. Concrete aggregates.
    - c. Reinforcing bars.
  - 2. Concrete quality.
    - a. Concrete mix designs.
    - b. Strength tests of concrete.
  - 3. Concrete inspection.
    - a. Job site inspection.
    - b. Batch plant or weighmaster inspection.
- C. Masonry.
  - 1. Materials.
    - a. Tests of brick or block masonry units.
    - b. Tests of mortar and grout materials.

- c. Reinforcing steel bars.
  - 2. Mortar and grout quality.
    - a. Strength tests for mortar and grout
  - 3. Masonry inspection.
    - a. Job site inspection.
- D. Structural steel and metal deck tests and inspections.
  - 1. Materials.
    - a. Material identification and certification.
    - b. Testing of unidentified material.
  - 2. Inspection of structural steel, light gage steel deck and welding.
    - a. Welding inspection (shop and field).

## PART 2 - PRODUCTS

### 2.01 MATERIALS

- A. Materials to be tested and/or inspected as specified in respective sections.

## PART 3 - EXECUTION

### 3.01 CONTRACTOR'S RESPONSIBILITIES

- A. Cooperate with laboratory personnel, 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.
- E. 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.
- F. Make arrangements with laboratory and pay for additional samples and tests required for Contractor's convenience.

### 3.02 FIELD QUALITY CONTROL

A. Tests.

1. County will select an independent testing laboratory to conduct tests. Selection of material required to be tested shall be by the laboratory or County's representative and not by Contractor.
2. Contractor shall notify County 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 Office.
- 1.03 Toilets.
- 1.04 Utilities.
- 1.05 Construction signboards.
- 1.06 Temporary chain link fencing.
- 1.07 Temporary Walkways and Driveways
- 1.08 Storage of materials.
- 1.09 Parking.
- 1.10 Staging areas.

##### 1.02 OFFICE

Contractor shall provide a separate office facility for County's use, of at least 150 square feet. Facility shall have a lockable exterior door, screened windows, heating and air conditioning, a six foot wide desk with drawers, plan tables, plan rack, bookcase, shelf, a minimum three drawer file cabinet and at least three chairs. This facility shall be provided in addition to Contractor's office.

##### 1. Digital Subscriber Line (DSL)

Contractor shall provide, at his own expense, one (1) DSL line for use by Contractor and the County and their authorized representatives respectively.

##### 1.03 TOILETS

Contractor shall install and maintain in a sanitary condition, suitable chemical toilets for use of workmen. Toilets shall be in a location approved by the Department. There shall be a minimum of one (1) toilet for each multiple of twenty (20) Contractor's employees, or fractional part thereof, working at the job site. The temporary restroom facilities shall be serviced a minimum of three (3) times a week.

##### 1.04 UTILITIES

The Contractor shall arrange for and provide all utility services necessary to the work, including electrical current for power and light, and water supplies; or at Contractor's option, he may use free of charge, available County utility services as may exist on the site. Motors connected to County electrical circuits shall not exceed 1/3 horsepower. Contractor shall provide, maintain and remove upon

completion of work, all temporary connecting lines to sources of supplies, and temporary meters and accessories as needed.

The Contractor shall bear all expenses involved in the provisions of providing and connecting all temporary utility services. The County will assume payment for utility service charge at the time the various permanent meters are set. Refer to Project General Requirements section for permanent utility services.

#### 1.05 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.

MOTHER'S BEACH RESTROOM AND NON-MOTORIZED BOAT  
STORAGE PROJECT  
County of Los Angeles  
Board of Supervisors

Holly J. Mitchell	2nd District
Hilda L. Solis	1st District
Lindsey P. Horvath	3rd District
Janice Hahn	4th District
Kathryn Barger	5th District

Fesia Davenport, Chief Executive Officer, Chief Executive Office  
Mark Pestrella, Director, Department of Public Works  
Gary Jones, Department of Beaches and Harbors

ARCHITECT  
Sparano + Monney Architecture

In addition, individual signs of Contractors, subcontractors and materialmen may be displayed as approved.

Signs shall be promptly removed by the Contractor or by the owner, if individually owned, upon completion of the work. The size, construction, subject matter and location of all signs shall be subject to the approval of the Department.

## 1.06 TEMPORARY CHAIN LINK FENCING

1. The Contractor shall provide and maintain a 6 ft. high chain link fence around the construction area(s) consisting of 11 gauge (minimum) x 2" mesh chain link fabric attached to substantial steel pipes spaced at 10 feet on center maximum. Provide top and bottom tension wires and corner post bracing. Provide chain link gates with welded steel pipe frames and all hardware required for proper operation. Fencing shall not have any loose or easy to remove tie wires, hog rings, etc.
2. Provide and maintain the County specified chain link fence enclosures around each jobsite with vehicle and man gates as specified by the County.
3. Obtain and pay for all required permits and inspections. Construct in accordance with applicable codes and regulations of public agencies having jurisdiction.

## 1.07 TEMPORARY WALKWAYS AND DRIVEWAYS

- A. All new temporary walkways shall be properly joined or tied in with existing walkways. All permanent walkways shall consist of concrete.
- B. Areas where temporary walkways or driveways have been installed shall be returned to their condition prior to construction.

## 1.08 STORAGE OF MATERIALS

Storage of materials shall be only within areas designated by the Department.

## 1.09 PARKING

The Contractor and subcontractor employee parking is restricted to parking onsite or as approved by the County.

## 1.10 STAGING AREAS

Contractor shall coordinate with County for location, extent and type of construction staging areas.

\* \* \*

## SECTION 01 57 00

### STORM WATER POLLUTION PREVENTION

#### PART 1 - GENERAL

##### 1.01 **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.**

<u>Abbreviation</u>	<u>Word or Words</u>
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.

<b>Table 1.06 Construction Site BMPs</b>		
<b>ID</b>	<b>BMP Name</b>	<b>Minimum Requirement</b>
<b>Temporary Soil Stabilization</b>		
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	
<b>Temporary Sediment Control</b>		
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

<b>Wind Erosion Control</b>		
WE-1	Wind Erosion Control	X
<b>Tracking Control</b>		
TC-1	Stabilized Construction Entrance/Exit	X
TC-2	Stabilized Construction Roadway	
TC-3	Entrance/Outlet Tire Wash	
<b>Non-Storm Water Management</b>		
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	
<b>Waste Management and Material Pollution Control</b>		
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. 8.1.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.

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## 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 or 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 warning 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 Architect 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. Shop prime:

1. Structural steel surfaces not to be encased in concrete shall be shop primed with specified primer.
2. After factory tests and acceptance, machined and/or polished surface to remain unpainted shall be coated with minimum 2 mil thickness of rust preventive compounds, or as recommended by manufacturer.

B. 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 goal of this project is to reduce, reuse, and/or recycle the construction and demolition debris generated by the project in accordance with Los Angeles County Code, Chapter 20.87, Construction and Demolition Debris Recycling and Reuse.

**PART 2 GENERAL DEBRIS RECYCLING REQUIREMENTS**

- 2.1 Prior to the commencement of construction, the Contractor shall submit to the Los Angeles County Public Works, Environmental Programs Division (EPD), a Construction and Demolition Recycling and Reuse Plan (RRP) via EPIC-LA.
- 2.2 Contractor shall submit a RRP for any work done for or on behalf of the County that generates C&D debris.

**PART 3 DEBRIS RECYCLING REQUIREMENTS FOR ANY WORK DONE FOR OR ON BEHALF OF THE COUNTY**

- 3.1 The RRP submitted in accordance with Paragraph 2.2 of this Section must demonstrate that the Contractor will reduce, reuse, and/or recycle the C&D debris generated by the project. The RRP must demonstrate that the project will deliver debris to an approved facility for recycling or reuse of at least 70% of the mixed and inert debris and 100% of soil and land clearing debris generated by the project.

The RRP must also identify proper recycling or disposal of 100% of universal waste generated by alteration or renovation projects.

- 3.2 As part of the Contractor's request for final payment, the Contractor shall submit a Final Compliance Report to EPD for review and approval.

The Final Compliance Report shall include information and documentation as set forth in the Section D of the C&D Recycling and Reuse Guidelines.

- 3.3 As part of the approval of the final payment, EPD will review the Final Compliance Report to determine if the Contractor documented the quantity of debris generated, reused, and recycled, and achieved a recycling/reuse rate at least 70% by weight and of mixed and inert debris and 100% of soil debris generated and disposed during the project duration.
- 3.4 If EPD determines that the applicant has not provided sufficient documentation to show that all of the project C&D Debris and universal waste included in the RRP, were properly recycled, reused and/or disposed, within one year of the completion of the project plus any additional time provided by Public Works for the correction of any deficiencies, or if the documentation indicates that the project C&D debris and universal waste were not properly recycled, reused and/or disposed, EPD will calculate the applicable penalty in accordance with the penalty schedule below:

Tons of C&D Not Recycled and Not Reported	Penalty Amount	
For up to the first ton	\$ 100	fixed amount; plus, as applicable, amounts below
From above the first ton up to 15 tons	\$ 60	per ton (or fraction thereof); plus, as applicable, amounts below
From above 15 tons up to 45 tons	\$ 45	per ton (or fraction thereof); plus, as applicable, amounts below
From above 45 tons	\$ 30	per ton (or fraction thereof)

**PART 4 COST**

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

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Attachments 1, 2, 3, and 4 are attached to Section 01 74 19.

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 CN D@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
_____	_____	_____

Official Seal 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: \_\_\_\_\_



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 CN D@dpw.lacounty.gov

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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
_____	_____	_____

Official Seal only:

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

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

Reviewed by: \_\_\_\_\_ Date: \_\_\_\_\_



## ATTACHMENT 2 - COMMERCIAL

### COMMERCIAL DEMOLITION

#### Commercial wood frame structures including warehouses, apartments, and hotels

Total square footage \_\_\_\_\_ multiply by 0.06 equals \_\_\_\_\_ tons generated

Tons generated \_\_\_\_\_ multiply by 0.65 equals \_\_\_\_\_ mixed tons generated

Tons generated \_\_\_\_\_ multiply by 0.35 equals \_\_\_\_\_ inert tons generated

#### Commercial concrete/masonry structures

Total square footage \_\_\_\_\_ multiply by 0.10 equals \_\_\_\_\_ tons generated

Tons generated \_\_\_\_\_ multiply by 0.14 equals \_\_\_\_\_ mixed tons generated

Tons generated \_\_\_\_\_ multiply by 0.86 equals \_\_\_\_\_ inert tons generated

#### Brick or Cinder Block Walls

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

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

#### Walkways, Driveways, and Parking Lots

Square footage \_\_\_\_\_ multiply by 0.01 equals \_\_\_\_\_ inert tons

**Total tonnage generated** \_\_\_\_\_ **Total mixed tonnage** \_\_\_\_\_ **Total inert tonnage** \_\_\_\_\_

### COMMERCIAL CONSTRUCTION

#### Wood-frame structure

Total square footage \_\_\_\_\_ multiply by 0.002 equals \_\_\_\_\_ tons generated

Tons generated \_\_\_\_\_ multiply by 0.65 equals \_\_\_\_\_ mixed tons

Tons generated \_\_\_\_\_ multiply by 0.35 equals \_\_\_\_\_ inert tons

#### Concrete/masonry structure

Total square footage \_\_\_\_\_ multiply by 0.002 equals \_\_\_\_\_ tons generated

Tons generated \_\_\_\_\_ multiply by 0.14 equals \_\_\_\_\_ mixed tons

Tons generated \_\_\_\_\_ multiply by 0.86 equals \_\_\_\_\_ inert tons

**Total tonnage generated** \_\_\_\_\_ **Total mixed tonnage** \_\_\_\_\_ **Total inert tonnage** \_\_\_\_\_

**Table 1: Facilities to be Used**

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

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

\*\* Handling Method: Recycle, Reuse, or Disposal

**Table 2: Tonnage Generated**

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

## 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	<i>ABC Recycling 123 Main Street, Any Town, 98765 (800) 555-1212</i>	<i>50 tons</i>	<i>50 tons</i>
Rock, soil, and gravel			
<b>Totals</b>			

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: \_\_\_\_\_**



## Construction and Demolition Debris Recycling Facilities in Los Angeles County

For the most up to date list, please visit: [www.LACountyCND.com](http://www.LACountyCND.com)

### All (Mixed) Debris— Wood, drywall, metal, cardboard, Inert Debris, Land Clearing Debris, Soil

Location	Facility Name	Phone
Canyon Country	Randfam/Rent-A-Bin <sup>h</sup>	(661) 250-5333
Gardena	California Waste Services <sup>h</sup>	(800) 839-5550
Lancaster	WM - Lancaster Landfill	(661) 726-3468
Long Beach	American Industrial Services	(800) 500-3881
Los Angeles (Downtown)	WM - Downtown Diversion	(213) 612-5005
Los Angeles (East LA)	Direct Disposal <sup>n</sup>	(323) 262-1604
Los Angeles (near Glendale)	American Reclamation <sup>h</sup>	(323) 245-0125
Palmdale	WM - Palmdale Landfill <sup>h</sup>	(661) 947-7197
Santa Clarita	Burrtec Services <sup>h</sup>	(866) 270-5370
Santa Clarita	Republic Services	(800) 299-4898
Santa Monica	Southern California Disposal	(310) 828-6444
South Gate	Construction and Demolition Recycling, Inc.	(323) 357-6900
Sun Valley	Crown Recycling Services	(818) 767-0675
Sun Valley	WM - East Valley Diversion	(818) 252-0019

### Inert Debris Only — Asphalt, asphalt concrete, concrete, concrete blocks, gravel, rocks, soil

Location	Facility Name	Phone
Lancaster	Arrow Transit Mix, Inc.	(661) 945-7600
Long Beach (North)	Hanson Aggregates	(626) 856-6700, Option 1
Long Beach (South)	Hanson Aggregates	(636) 856-6700, Option 1
Los Angeles (Boyle Heights)	Security Paving Company, Inc. (formerly 25th Street Recycling)	(818) 362-9200
Monrovia	Peck Road Gravel	(626) 574-1855
Sun Valley	Vulcan Materials	(818) 983-0146
Sun Valley	RAMCO	(818) 767-0700
Sun Valley	Security Paving company, Inc. (formerly Bradley Recycling)	(818) 362-9200

### Land Clearing Debris — Green waste, clearing and grubbing

Location	Facility Name	Phone
Granada Hills	North Hills Recycling	(818) 831-7980
Newhall	Foothill Soils, Inc.* <sup>h</sup>	(661) 254-1045
Pomona	Recycled Wood Products* <sup>h</sup>	(909) 868-6882
Santa Fe Springs	Greencycle* <sup>h</sup>	(562) 906-5223
Sun Valley	WM - Bradley East Transfer Station	(818) 767-6180

### Deconstructed Material Only

Location	Facility Name	Phone
Los Angeles (Boyle Heights)	Freeway Building Materials	(323) 261-8904
Los Angeles (Boyle Heights)	Southern California Architectural Salvage	(213) 623-3119
Los Angeles (near Glendale)	The Reuse People	(818) 244-5635
Pasadena	Pasadena Architectural Salvage	(626) 535-9655

<sup>h</sup> This facility is also a County authorized commercial waste hauler that may provide roll-off bin service

\*This facility also accepts soil.

If you are a recycling company and you would like to be added to this list or you have information to update the existing list, please contact the C&D Unit at (626) 458-3517, or [CND@pw.LACounty.gov](mailto:CND@pw.LACounty.gov).

The information presented above is subject to change without notice, and is based on the most readily available information. The facilities listed are not endorsed or recommended by Los Angeles County, nor is the list necessarily inclusive of all recycling facilities in the region.

## **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. The cost of implementing the NPDES standards and adhering to the Storm Water Pollution Control Requirements must be included in the lump sum bid for the Project.

2.00 PRODUCTS (Not applicable)

3.00 EXECUTION

3.01 DURING CONSTRUCTION

- A. Remove or paint over, as appropriate to the substrate, graffiti on the site or surrounding fence daily.
- B. Wet down materials and rubbish to lay dust and prevent it from blowing.
- C. Provide on-site covered containers for collection of waste materials, debris and rubbish. Provide a collection can at each location used as an eating area. Pick-up all garbage daily.
- D. Remove waste materials, debris and rubbish from site and legally dispose of at legal public or private dumping areas off County's property.
- E. Handle materials in a controlled manner with as few handlings as possible; 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 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 latest version of Word to Engineer 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 text.
  - 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.

Operations and Maintenance

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.

Operations and Maintenance

13. Provide operating and maintenance data on work required by the Scope of Work.

### **3.03 INSTRUCTION OF COUNTY'S PERSONNEL**

- A. Prior to final inspection and acceptance, instruct County's designated and maintenance personnel in operation, adjustment and maintenance of products equipment and systems.
- B. Operation and Maintenance Manual shall constitute the basis of instruction.

\* \* \*

**SECTION 01 78 36**

**GUARANTEES AND WARRANTIES**

PART 1 GENERAL

1.01 REQUIREMENTS

A. Section Includes: Requirements for the compilation and submittal of guarantees, warranties, and other 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.

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 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.
- 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.

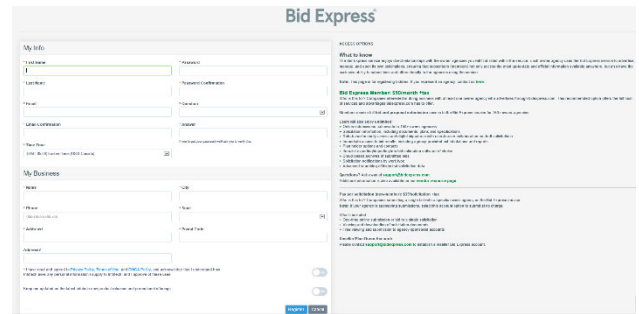
## Infotech® Vendor Manager Account

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.

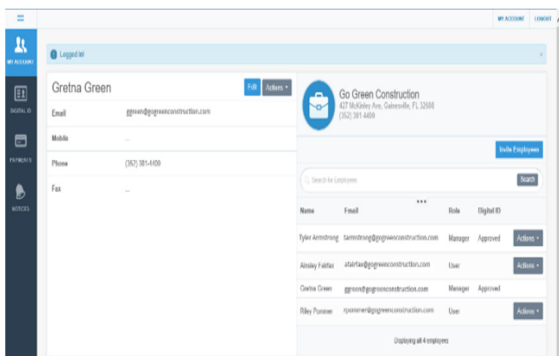
Whether you need to pay to bid on a solicitation depends on the agency. Some agencies sponsor solicitations for their vendors. A FREE tag will display for any solicitation not requiring a fee. Solicitations will either require an electronic signature or an Infotech Digital ID for bid submission. If the 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](http://www.bidexpress.com) and click **Register** at the top right.
2. Fill out the registration form, and click the **Register** button. Your email address will be your username.
3. A message with a confirmation link will be sent to your email address. Click the Activate Account link within the email to activate your account.
4. Enter your password and click **Activate**.



### Invite Employees

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

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

### Change Employee Role

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

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

PREPARED BY

**infotech**®

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

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[infotechinc.com](http://infotechinc.com)

20200724

## Infotech Vendor User Account

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

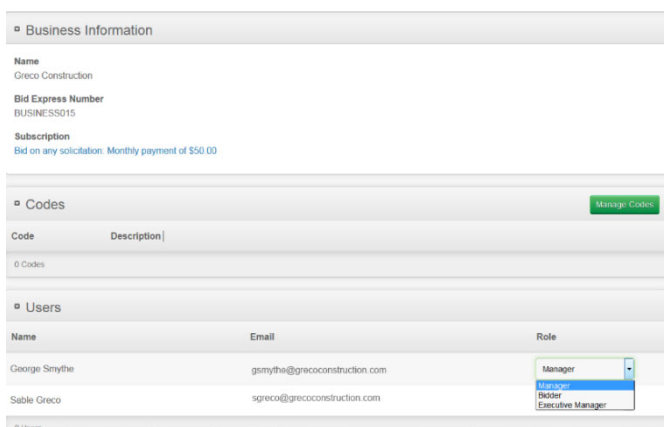
### Register for a User Account

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.



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.

The screenshot shows the 'Account Activation' form. It includes fields for First Name (Gretl), Last Name (Summers), Password, Password Confirmation, Question (a dropdown menu), and Answer. There is a checkbox for 'I have read and agreed to Privacy Policy, Terms of Use, and DMCA Policy'.

### Welcome to the Bid Express service

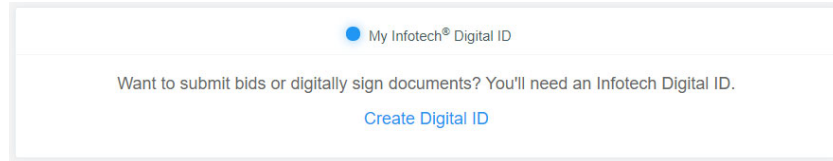
If you are planning on submitting bids, a user with a manager account for the Bid Express service must change your role within the Bid Express service itself. Please see the knowledge center if you need assistance.

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

## 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 number entered should be the applicant's phone number, not the person filling out the application (if it's not the applicant).

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

## Ready to apply for your Digital ID?

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

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

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

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

Password \*

Please enter your account password

Security Code \*

Please enter the 6-digit code we emailed to you

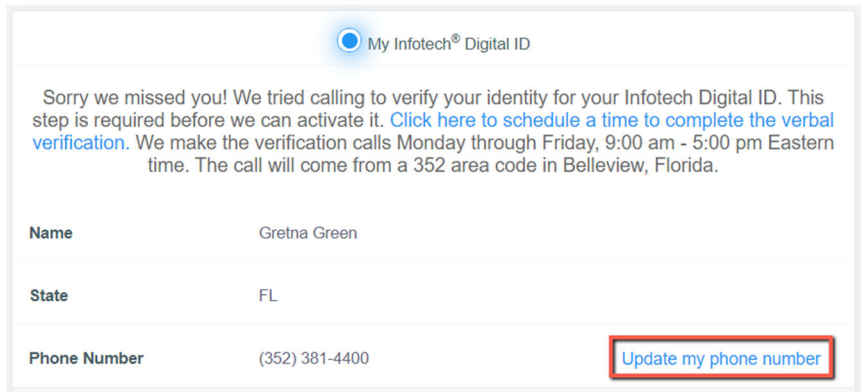
Next

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

## Need to change your phone number?

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

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



## ID installation

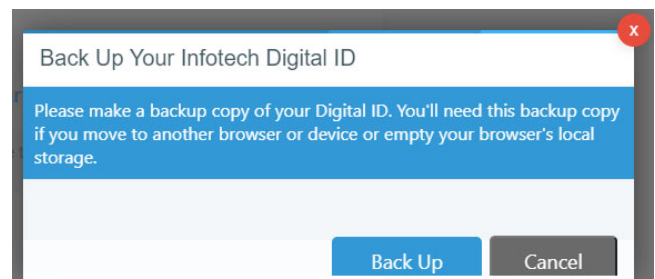
### Before you begin

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

### Ready to install your Digital ID?

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

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



## Test or import your Digital ID

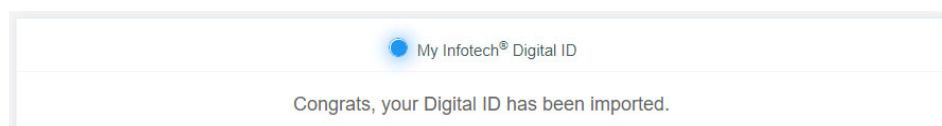
Once you've applied for, installed, and made a backup copy of your multi-browser Digital ID, test it out to make sure there will be no problems when bidding. Use a different browser or computer and import your backup ID. If you can import it without any problems, your ID was successfully created.

### Before you begin

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

### Ready to test or import your Digital ID?

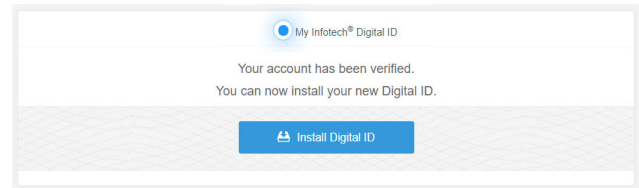
1. Log in to the service using a different browser than the one where your Digital ID was created. For example, if you created the ID using Chrome, log in to the service using Edge.
2. Go to your account pages by selecting **My Account** from the **three lines** in the upper left corner. Click **Digital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



If your ID didn't import, please contact customer support: [support@bidexpress.com](mailto: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.



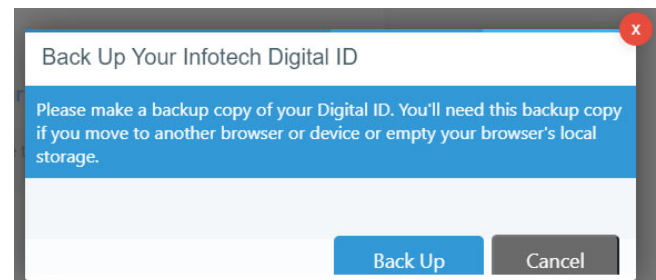
### Before you begin

- 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.



## Test or import your Digital ID

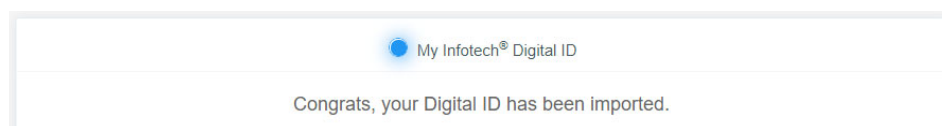
Once you've applied for, installed, and made a backup copy of your multi-browser Digital ID, test it out to make sure there will be no problems when bidding. Use a different browser or computer and import your backup ID. If you can import it without any problems, your ID was successfully created.

### 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?

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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](mailto: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

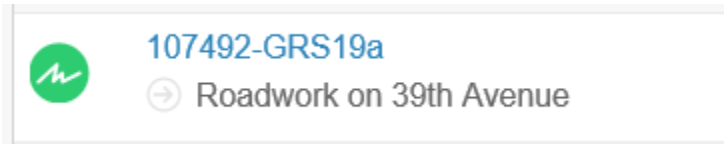
The following table details the key points concerning the setup and security of both Infotech Digital ID bid submission and electronic signatures bid submission for Infotech’s Bid Express® service.

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.	<p>Requires vendors to complete an application process and should be applied for at least seven business days before a solicitation deadline.</p> <p>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.</p> <p>These Digital IDs must be renewed by the applicant every two years.</p>	<p>Required vendors to complete an application process and apply at least seven business days before a solicitation deadline.</p> <p>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.</p> <p>Legacy Digital IDs have no expiration or renewal period.</p>

Infotech Digital IDs		
Electronic Signatures	Multi-Browser	Legacy used by some Digital ID holders through August 2021
<p>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.</p> <p>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.</p>	<p>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.</p>	
<p>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.</p>	<p>All draft and submitted bids are saved locally to the vendor’s computer.</p>	
<p>When submitting the bid or response, each vendor types their name to sign their submissions.</p>	<p>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.</p>	
<p>The bid or response is transferred via HTTPS and encrypted at rest on the Bid Express servers.</p>	<p>The bid or response is transferred via HTTPS and has end–to–end encryption and bid package validation.</p>	
<p>No operating system or browser requirements</p>	<p>Multi–browser Digital IDs can be used with most modern operating systems and browsers.</p>	<p>Requires Internet Explorer 11 and Windows Operating Systems 8 or higher.</p>
<p>No certificate creation or installation is required.</p>	<p>Infotech Digital ID creation, installation, and enabling is required.</p>	
<p>No Infotech Express Sign Tool installation or Active X control is required.</p>	<p>No Infotech Express Sign Tool installation or Active X control is required.</p>	<p>Infotech Express Sign Tool installation and use of Active X controls is required.</p>

## Electronic Signatures

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



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

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

### Submit a Bid with an Electronic Signature

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

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

A 'Confirm' dialog box with a close button in the top right corner. It contains a checked checkbox with the text: 'By checking this box and entering my name in the space below, I certify that I have the authority to sign the attached document and submit it from Bid Express account [Gretna Green].'. Below this is a 'Signed By' label and a text input field containing 'Gretna Green'. At the bottom are two buttons: 'Submit Bid' (green) and 'Cancel' (grey).

# LOS ANGELES REGIONAL

## CONTRACTOR DEVELOPMENT AND BONDING PROGRAM

### THE FOUR PILLARS OF CONTRACTOR DEVELOPMENT



*The Contractor Development and Bonding Program assists contractors with their contracting capacity and business growth.*

#### Assessment & Technical Assistance

- Enrollment in our Contractor Development and Bonding Program.
- Personal Account Manager to provide a professional assessment of your current capacity and growth needs.
- One-on-one consultation to develop a work plan aligned with your business needs and goals.
- Facilitated referrals to Program Partners and resources.
- Contracting opportunities and industry-related workshops and events sent via our *LA Contractor Weekly* bulletin.
- Referrals to specific project opportunities.

PRIME CONTRACTOR PARTNERSHIPS

EDUCATION, TRAINING & CONTRACT SUPPORT

BONDING, CONTRACT FINANCING & PROJECT ASSISTANCE

ASSESSMENT & TECHNICAL ASSISTANCE

#### Bonding, Contract Financing & Project Assistance

- Assistance with obtaining or increasing bonding.
- Access to collateral support for bid performance and payment bonds for qualified contractors.\*
- Contract review, project assessment, and field support for Program-bonded or financed contracts.
- Assistance with project risk identification and mitigation.
- Access to contract cash flow funding.
- Accounting cost subsidy for CPA-prepared financial statements.

*\*L.A. County has limited capacity.*

#### Education, Training & Contract Support

- Group Classes on public construction best practices led by industry experts.
- Contract-specific support on Regional Bond Program-supported contracts.
- Creation of individualized Contractor Profile to assist with business marketing.

#### Prime Contractor Partnerships

- Strategic alliances with Program Prime contractors including matchmaking and referrals.
- Networking with public agency staff and peer contractors.

#### PROGRAM SPONSORS



#### ADMINISTERED BY



**Merriwether & Williams**  
INSURANCE SERVICES

*... Of Like Minds*

550 S Hope St., Suite 1835 | Los Angeles, CA 90071

Phone: 213-259-3000 | [mwisinfo@imwis.com](mailto:mwisinfo@imwis.com)

[www.imwis.com](http://www.imwis.com)



## Los Angeles County Contractor Development and Bonding Program



### **FREQUENTLY ASKED QUESTIONS**

*“An inclusionary program to  
build a stronger region”*

#### **What services does the County’s Contractor Development and Bonding Program (CDABP) provide?**

The County’s CDABP extends comprehensive capacity building, technical, bonding and contract financing assistance to small and diverse contractors seeking to pursue County construction-related contracts. Starting with a thorough assessment of your current business status, we identify areas of opportunity in order to help you better position your firm to successfully compete for and complete County contracts.

After your assessment, you’ll be assigned a dedicated Account Manager who will work closely with you to tailor a technical assistance work plan and financial resources specific to your needs, which may include:

- ✓ One-on-one consultations
- ✓ Training clinics and learning immersion academies
- ✓ Help with prime contractor pre-qualifications
  - » Facilitation of prime or prime-sub contractor introductions
  - » Project/bid matches
- ✓ Assistance obtaining bonding, including bonding collateral support, if needed, and contract financing
- ✓ If you are awarded a County-related contract with bonding support, you will also receive on-going project assistance to help you successfully complete your contract.

**Who is eligible to participate in the CDABP?** Eligible firms include local small and diverse businesses who are certified or eligible for certification within one of the County’s business enterprise categories. For detailed information on the County’s certification programs, visit their Small Business Certifications webpage ([https://iddweb.isd.lacounty.gov/DCA\\_eComplaint/SmallBusinessCertifications](https://iddweb.isd.lacounty.gov/DCA_eComplaint/SmallBusinessCertifications)).

**Why should small and diverse businesses enroll in the CDABP?** LA County’s CDABP provides game-changing resources for small and diverse businesses who want to expand their capacity and improve their opportunities for winning County contracts. For example, the inability to secure or increase bonding often impedes small and diverse contractors from bidding and/or pre-qualifying with prime firms and participating on public works projects. This program helps reduce such barriers, even offering bonding collateral support (standard surety bond premiums and commissions charged are not covered by the CDABP).

Similarly, not having access to the capital needed to fund the cost of doing the contract work that you’ve been awarded can be a major challenge, and little to no assistance is available through traditional lending sources. Through the CDABP, the County provides for up to \$250,000 of contract-based financing with a low origination fee and very low interest rate, and not tied to your financials or credit.

This is a particularly good time to enroll, because in November 2021, President Joe Biden signed a \$1.2 trillion infrastructure investment plan supporting a range of construction projects in localities across the nation, including Los Angeles County. If you are a small or diverse local business, the CDABP can assist you in competing for upcoming construction contracts!

**My subcontracted work hasn't required bonding in the past, so how would I benefit from participating in the CDABP?** While you may not always need to provide a bond for some subcontracted work, a bond will always be required if you want to bid directly with the County on small prime contracts – and being “bondable” is a significant competitive advantage when bidding on many subcontracting opportunities. Becoming “bondable” demonstrates that your company’s capacity to perform work has been assessed and vetted by a third party, which is then reflected in the dollar amount for which you can bond. Even when a bond for subcontract work is not required, it is quite common to be asked to demonstrate that your company is “bondable” in order to meet contract owner or prime requirements. Pre-qualification requirements often include demonstrating your bond underwriting and/or financial capacity to perform work. The CDABP will assist you in meeting advance requirements with primes or prime-sub contractors pursuing or performing County work.

**What is the cost to participate in the CDABP?** The CDABP is sponsored by the County of Los Angeles, so, with one exception, all services are offered at no cost to participating contractors! If needed, the only cost you may incur is for having a Certified Public Accountant (CPA) prepare a financial statement for your company, a requirement for bonding. For those who qualify, the program even provides a one-time subsidy toward this CPA-prepared company financial statement. If the subsidy is provided to you, you will be asked to pay the first \$500 toward the preparation of your financial statement and any costs in excess of what the \$3,200 subsidy covers.

The CDABP is one of the County’s tools to effectively support and increase the inclusion and participation of small and diverse contractors on County projects. Because barriers impede access, CDABP is intended to reduce and eliminate barriers wherever possible.

**When should I look to enroll in the County’s program? Should I wait until I’ve identified a County project for which I want to bid?** Don’t wait, enroll now! The earlier you enroll and have your company assessed, the sooner you’ll be able to receive expert guidance and support in bidding suitable County projects. For example, getting pre-approved for a specific bonding amount will not only boost your company’s credentials, but will also help you confidently identify and pursue County contracting opportunities within that range. Your CDABP Account Manager will be helping you every step of the way, including steering you toward opportunities with CDABP program prime partners. By planning ahead, your firm will be better positioned for consideration by the County’s prime and larger contractors, who are always seeking qualified and certified firms to meet their project participation goals.

**How long will it take for me to get approved for bonding or contract financing?** The timing of the bonding or contract financing process depends mostly on you. The initial steps of preparing an underwriting package for bonding or prequalifying you for contract financing require gathering information about your company. If you have the necessary documentation and information complete and readily available, then the next steps of the process can move quickly. Your CDABP Account Manager is always on hand to answer questions and help guide you through the process.

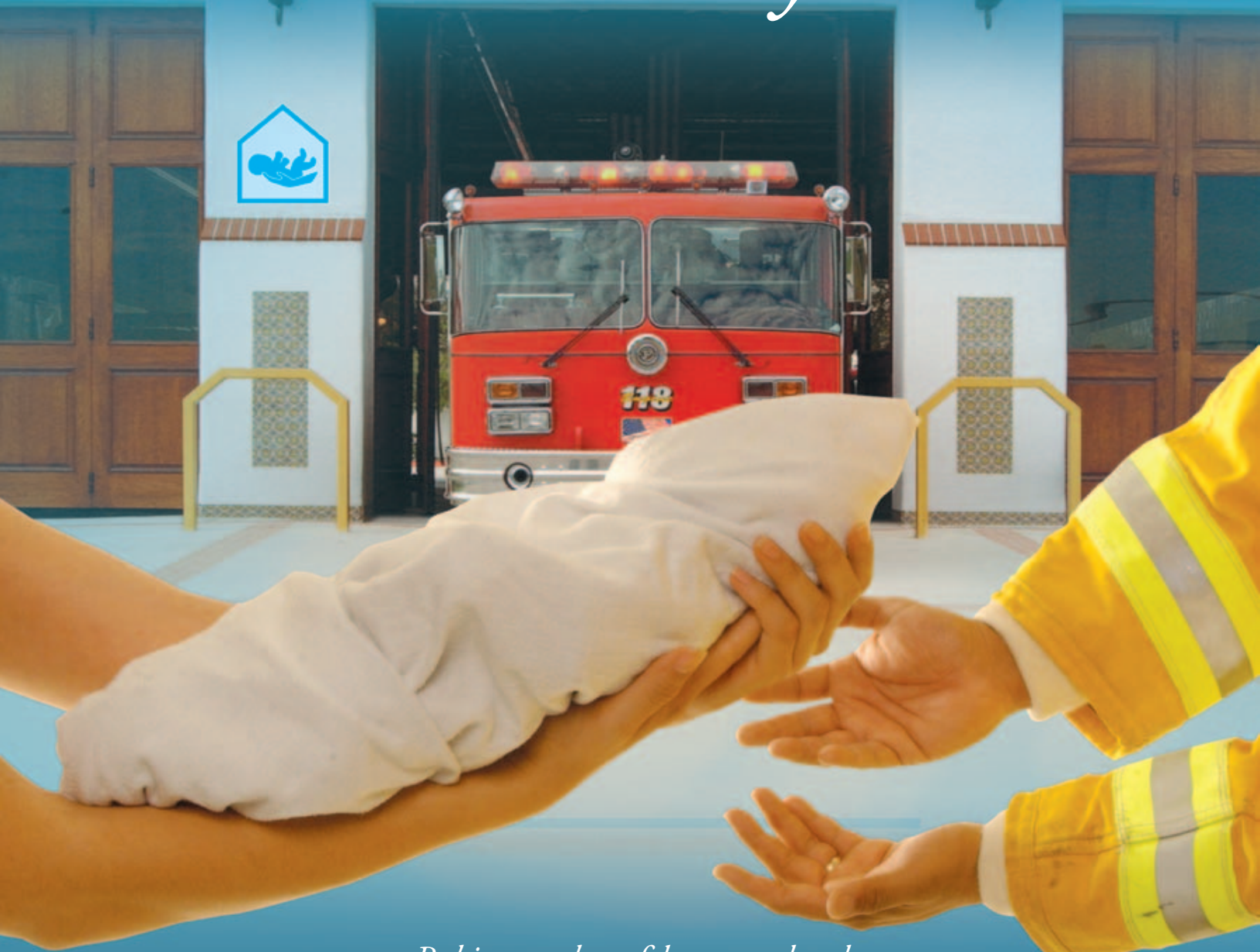
**Must I already be working with a bonding broker in order to participate?** You do not already need to be working with a bonding broker. The CDABP will work with any bonding broker with whom you’ve already established a relationship that you wish to continue. In fact, the program can also work with your current surety agent to increase your existing bonding capacity with them as well. However, if you do not have a current broker, the program can provide for your consideration a list of brokers who work with smaller contractors and with program surety partners.

**We look forward to hearing from you! Reach us at:**

213-258-3000 | [MWISInfo@imwis.com](mailto:MWISInfo@imwis.com) | [www.LAConDev.com](http://www.LAConDev.com)



# *Safely* Surrendered *Baby Law*



*Babies can be safely surrendered  
to staff at any hospital or fire station in Los Angeles County*

No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)



# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

*Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.*

## How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

## What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

## Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

## Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

## Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

## What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

## What happens to the parent or surrendering adult?

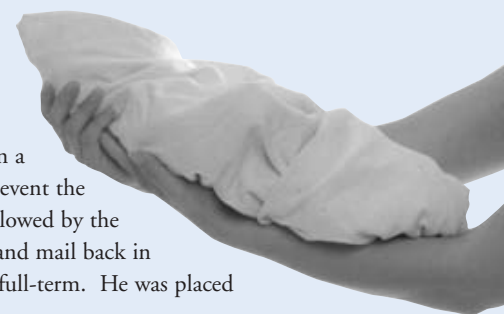
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

## A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



# Ley de Entrega de Bebés Sin Peligro



*Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles*

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)



# Ley de Entrega de Bebés Sin Peligro

## ¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

*Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.*

## ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

## ¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

## ¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

## ¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

## ¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

## ¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

## ¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

## ¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

## Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

