

PROJECT SPECIFICATIONS DIVISION 1

**HALL OF JUSTICE
REPAIR AND REUSE
211 WEST TEMPLE STREET
LOS ANGELES, CA 90012**

SPECS. NO. 6649; C.P. NO. 86630

September 2010

**COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
ARCHITECTURAL ENGINEERING DIVISION
900 SOUTH FREMONT AVENUE
ALHAMBRA, CA 91803-5311
(626) 458-2566
FAX (626) 979-5311**

HALL OF JUSTICE REPAIR AND REUSE
PROJECT MANUAL - TABLE OF CONTENTS
PROPOSAL AND CONTRACT REQUIREMENTS

PROPOSAL REQUIREMENTS

		<u>PAGE(S)</u>
Section 00300	Form of Proposal	1-4
Section 00310	Best Management Practices	1-1
Section 00311	Construction and Demolition Debris Recycling	1-1
Section 00312	Insurance Requirements	1-1
Section 00410	Proposal Bond	1-1
Section 00430	List of Subcontractors	1-3
Section 00435	Community Business Enterprise Participation Form	1-2
Section 00438	Request for Local SBE Preference Program Consideration	1-1
Section 00440	Equals	1-2
Section 00445	Community Business Enterprise Program Sanctions	1-1
Section 00450	Noncollusion Affidavit	1-1
Section 00460	Attestation of Willingness to Consider GAIN/GROW Participants	1-1
Section 00465	3-Year Contracting History	1-2
Section 00470	False Claims	1-2
Section 00471	Civil Litigation History	1-2
Section 00472	Criminal Convictions	1-2
Section 00473	Debarment	1-2
Section 00474	Labor Law/Prevailing Wage	1-2
Section 00485	Contractor Employee Jury Service Program	1-2
Section 00490	Contractor's Industrial Safety Record	1-1
Section 00491	Injury and Illness Prevention Plan and Code of Safety Practices Affidavit	1-1
Section 00492	Bidder's Organization Questionnaire/Affidavit	1-2
Section 00493	Certification of Compliance with the County's Defaulted Property Tax Reduction Program	1-3
Section 00494	Avoidance of Conflict of Interest	1-1
Section 00495	Familiarity with the County Lobbyist Ordinance Certification	1-1
Section 00496	Proposer's EEO Certification	1-1

CONDITIONS OF THE CONTRACT

CONTRACT FORMS

Section 00500	Sample Design-Build Agreement	1-24
Section 00610	Bond of Faithful Performance	1-1
Section 00620	Payment Bond for Labor and Materials	1-1
Section 00700	General Conditions	1-92
Section 00800	Supplementary Conditions	1-7

DIVISION 1

GENERAL REQUIREMENTS

Section 01010	Project General Requirements	1-7
Section 01055	Storm Water Pollution Prevention	1-3
Section 01120	Alteration Project Procedures	1-4
Section 01200	Coordination and Meetings	1-5
Section 01220	Project Meetings	1-2
Section 01250	Contractor's Request for Information	1-4
Section 01300	Submittals	1-10
Section 01310	Project Schedule	1-8
Section 01322	Photographic Documentation	1-2
Section 01340	Shop Drawings, Product Data and Samples	1-6
Section 01370	Schedule of Values	1-2
Section 01400	Quality Control	1-6
Section 01500	Temporary Facilities	1-5
Section 01570	Temporary and Environmental Controls	1-10
Section 01600	Transport, Handling and Storage	1-2
Section 01640	Product Handling	1-2
Section 01700	Contract Closeout	1-8
Section 01710	Final Cleaning	1-4
Section 01720	Project Record Documents	1-3
Section 01730	Operations and Maintenance	1-5
Section 01740	Guarantees and Warranties	1-3
Section 01750	Project Added Stock	1-3
Section 01800	Construction and Demolition Debris Recycling	1-6

Name of Proposer

Vendor Identification Number

SECTION 00300
COST PROPOSAL FORM

The Proposer offers to perform the Work, including, but not limited to, providing all design and construction services, materials, labor, and equipment, and inclusive of all direct and indirect costs, general conditions, applicable taxes, and overhead and profit, required to complete the Hall of Justice Repair and Reuse Project for the County, in accordance with the Request for Proposals for SPECS NO. 6649, and any subsequent Notices to Proposers, as follows:

1. DESIGN BUILDER'S COST:

The Proposer offers to perform the Work for the Cost Proposal of:

(\$ _____) (_____)
Cost Proposal in figures Cost Proposal in words
(Hard Cost + Soft Cost) (Hard Cost + Soft Cost)

The Design Builder's Cost Proposal figures (above) should be consistent with the figures indicated in the "Cost Data" forms for Hard Cost and Soft Cost.

2. DEVELOPER'S COST:

The Proposer offers to perform the Work for the Cost Proposal of:

(\$ _____) (_____)
Cost Proposal in figures Cost Proposal in word
(Hard Cost + Soft Cost + Financing Cost) (Hard Cost + Soft Cost + Financing Cost)

The Developer's Cost Proposal figures (above) should be consistent with the figures indicated in the "Cost Data" forms for Hard Cost, Soft Cost and Financing Cost.

CERTIFICATION OF REQUIRED LICENSE(S) AND REGISTRATION(S)

The Proposer certifies that it possesses all the required license(s) and registration(s) in the State of California to perform the Work, and that said license(s) and registration(s) are current and valid. The required license(s) and registration(s) numbers are as follows:

General Contractor's License: _____
Registered Architect: _____
Registered Mechanical Engineer: _____
Registered Electrical Engineer: _____
Registered Structural Engineer: _____
Registered Civil Engineer: _____
LEED Accredited Professional: _____

Date signed _____, 20____

Respectfully submitted,

Place _____
City and State

Name of Proposer

Proposer's address and telephone:

Number and Street

Name of Proposer's Authorized Representative

City and State

Title

Telephone

Signature of Proposer's Authorized Representative

Fax

NOTE: Any alteration or addition to the Development Budget Form may cause the Proposer's Technical and Cost Proposal Form to be rejected as non-responsive. All blank spaces must be filled out completely, or marked as "not applicable" or "N/A". A Cost Proposal Form that is not fully or properly completed may cause the Proposer's Technical and Cost Proposal to be rejected as non-responsive. Notwithstanding the foregoing, the County reserves the right to waive any informalities or minor deficiencies in the Cost Proposal Form.

**SECTION 00300
COST PROPOSAL FORM
(THIS SHEET FOR DEVELOPER LEASE/LEASE-BACK PROPOSAL ONLY)**

REFER TO EXCEL FILE "COST DATA"

SOURCES & USES

SOURCES

NOTES:

Equity			
Developer funded	\$	-	<i>As applicable; Hard-input amount here</i>
Third-Party funded (Identify)	\$	-	<i>As applicable; Hard-input amount here</i>
Other	\$	-	<i>As applicable; Hard-input amount here</i>
Construction Loan Proceeds:	\$	-	<i>As applicable; Hard-input amount here</i>
Principal Amount of Bonds:			
Taxable Bonds	\$	-	<i>As applicable; Hard-input amount here</i>
Tax-Exempt Bonds	\$	-	<i>As applicable; Hard-input amount here</i>
Other Sources (please identify and explain)	\$	-	<i>As applicable; Hard-input amount here</i>
TOTAL SOURCES	\$	-	

USES

Hard Cost	\$	-	<i>Automatic link to "Hard Cost Summary" worksheet</i>
Soft Cost	\$	-	<i>Automatic link to "Soft Cost Summary" worksheet</i>
Financing Cost	\$	-	<i>Automatic link to "Financing Cost Summary" worksheet</i>
TOTAL USES	\$	-	
DELTA (SHOULD EQUAL ZERO)	\$	-	

SECTION 00300
 COST PROPOSAL FORM
 HARD COST DETAIL SCHEDULE
 REFER TO EXCEL FILE "COST DATA"

HARD COST SUMMARY

IF AN AMOUNT IS \$0 YOU MUST ENTER IT AS SUCH. ALL AMOUNTS TO BE ROUNDED TO THE NEAREST DOLLAR.
 MODIFICATION TO THIS FORM MUST BE APPROVED IN ADVANCE BY COUNTY

ITEM	BUILDING (CORE/SHELL)	BUILDING (TI)	PARKING	SITE	TOTAL
GENERAL REQUIREMENTS (provide detailed line item breakdown)					\$0
DEMOLITION					\$0
SITE CLEARING	\$0				\$0
EROSION CONTROL					\$0
EARTHWORK					\$0
FOUNDATIONS					\$0
PAVEMENT					\$0
CURBS					\$0
TRAFFIC MARKINGS AND SIGNAGE					\$0
WATER PIPE					\$0
SEWERS					\$0
SEWER COLLECTION SYSTEMS					\$0
LANDSCAPE					\$0
IRRIGATION					\$0
CAST-IN-PLACE CONCRETE					\$0
PRECAST CONCRETE					\$0
CEMENTITIOUS FLOOR TOPPING					\$0
UNIT MASONRY					\$0
DIMENSION STONE CLADDING					\$0
STRUCTURAL STEEL					\$0
METAL DECKING					\$0
METAL FABRICATIONS					\$0
METAL STAIRS					\$0
GRATINGS					\$0
ORNAMENTAL METALS					\$0
ROUGH CARPENTRY					\$0
INTERIOR ARCHITECTURAL WOODWORK					\$0
COUNTERTOPS					\$0
WATERPROOFING					\$0
TRAFFIC COATINGS					\$0
INSULATION					\$0
ROOFING					\$0
ROOF ACCESSORIES					\$0
JOINT SEALANTS					\$0
STEEL DOORS AND FRAMES					\$0
FLUSH WOOD DOORS					\$0
ACCESS DOORS					\$0
OVERHEAD DOORS					\$0
WINDOWS					\$0
FINISH HARDWARE					\$0
MIRRORS					\$0
NON-LOAD BEARING STEEL FRAMING					\$0
VENEER PLASTER					\$0
PLASTER					\$0
GYPSUM BOARD					\$0
CERAMIC TILE					\$0
STONE TILE					\$0
TERRAZZO					\$0
RESILIENT TILE FLOORING					\$0
CARPET					\$0
CARPET TILE					\$0
WALL COVERINGS					\$0
PAINTINGS					\$0
HIGH PERFORMANCE COATINGS					\$0
ELASTOMERIC COATINGS					\$0
SPECIALTIES (to be expanded)					\$0
EQUIPMENT (to be expanded)					\$0
FURNISHINGS (to be expanded)					\$0
FIRE PROTECTION					\$0
SECURITY SYSTEMS					\$0
ELEVATORS					\$0
MECHANICAL (to be expanded)					\$0
ELECTRICAL (to be expanded)					\$0
ESCALATION					\$0
OTHER (PLEASE IDENTIFY AND EXPLAIN IN NOTES BELOW)					\$0
OTHER (PLEASE IDENTIFY AND EXPLAIN IN NOTES BELOW)					\$0
OTHER (PLEASE IDENTIFY AND EXPLAIN IN NOTES BELOW)					\$0
SUBTOTAL HARD COST	\$0	\$0	\$0	\$0	\$0

SECTION 00300
 COST PROPOSAL FORM
 HARD COST DETAIL SCHEDULE

REFER TO EXCEL FILE "COST DATA"

CONSTRUCTION RELATED INSURANCE						\$0
BUILDER'S RISK INSURANCE						\$0
GENERAL CONDITIONS (ITEMIZED AND PROVIDE DETAILS)						\$0
PAYMENT AND PERFORMANCE BONDS						\$0
SUBGUARD (IF APPLICABLE)						\$0
SALES TAX (TO EXTENT NOT INCLUDED IN THE ITEM ABOVE)						\$0
GENERAL CONTRACTOR'S FEE						\$0
OTHER (PLEASE IDENTIFY AND EXPLAIN IN NOTES BELOW)						\$0
OTHER (PLEASE IDENTIFY AND EXPLAIN IN NOTES BELOW)						\$0
OTHER (PLEASE IDENTIFY AND EXPLAIN IN NOTES BELOW)						\$0
TOTAL HARD COST	\$0	\$0	\$0	\$0	\$0	\$0

SECTION 00300
 COST PROPOSAL FORM
 SOFT COST DETAIL SCHEDULE

REFER TO EXCEL FILE "COST DATA"

SOFT COST SUMMARY					
08/18/2010 16:38					
IF AN AMOUNT IS \$0 YOU MUST ENTER IT AS SUCH. ALL AMOUNTS TO BE ROUNDED TO THE NEAREST DOLLAR. MODIFICATION TO THIS FORM MUST BE APPROVED IN ADVANCE BY COUNTY					
ITEM	BUILDING (CORE/SHELL)	BUILDING (TI)	PARKING	SITE	TOTAL
APPRAISAL					\$0
TESTING AND INSPECTION					\$0
GEOTECHNICAL					\$0
A&E					\$0
LEGAL					\$0
ACCOUNTING					\$0
TITLE INSURANCE					\$0
INSURANCE DURING CONSTRUCTION					\$0
REGULATORY COMPLIANCE/OTHER RELATED PERMITS					\$0
COUNTY OF LOS ANGELES PERMITS					\$0
CITY OF LOS ANGELES "A" AND "B" PERMITS					\$0
IMPROVEMENT BONDS					\$0
OPERATING EXPENSES PRIOR TO OCCUPANCY					\$0
ENVIRONMENTAL STUDIES (PHASE I, II, III, ETC.)					\$0
EIR MITIGATION MEASURES NOT IN HARD COSTS					\$0
OTHER (PLEASE IDENTIFY AND EXPLAIN IN NOTES BELOW)					\$0
OTHER (PLEASE IDENTIFY AND EXPLAIN IN NOTES BELOW)					\$0
OTHER (PLEASE IDENTIFY AND EXPLAIN IN NOTES BELOW)					\$0
SUBTOTAL	\$0	\$0	\$0	\$0	\$0
DEVELOPMENT FEE (Developer Lease/Lease-Back only)					\$0
DESIGN/BUILDER FEE					
TOTAL SOFT COST	\$0	\$0	\$0	\$0	\$0
TOTAL HARD & SOFT COST	\$0	\$0	\$0	\$0	\$0

**SECTION 00300
 COST PROPOSAL FORM
 DEVELOPER FINANCING COST SCHEDULE
 (THIS SHEET FOR DEVELOPER LEASE/LEASE-BACK PROPOSAL)**

REFER TO EXCEL FILE "COST DATA"

FINANCING COST SUMMARY					
IF AN AMOUNT IS \$0 YOU MUST ENTER IT AS SUCH. ALL AMOUNTS TO BE ROUNDED TO THE NEAREST DOLLAR. MODIFICATION TO THIS FORM MUST BE APPROVED IN ADVANCE BY COUNTY					
ITEM	STRUCTURAL RETROFIT	BUILDING TI	PARKING	SITE	TOTAL
CAPITALIZED INTEREST DURING CONSTRUCTION					\$0
CAPITALIZED INTEREST DURING INITIAL OCCUPANCY					\$0
DEBT SERVICE RESERVE FUNDS (DSRF)					\$0
COST OF BOND ISSUANCE:					
Bond Insurance premium					\$0
Trustee fees					\$0
Legal fees					\$0
Rating Agency fees					\$0
Other costs of issuance					\$0
CONSTRUCTION LOAN ORIGINATION FEES (If applicable)					\$0
FINANCING ADVISOR FEE					\$0
OTHER (PLEASE IDENTIFY AND EXPLAIN IN NOTES BELOW)					\$0
OTHER (PLEASE IDENTIFY AND EXPLAIN IN NOTES BELOW)					\$0
OTHER (PLEASE IDENTIFY AND EXPLAIN IN NOTES BELOW)					\$0
TOTAL FINANCING COST	\$0	\$0	\$0	\$0	\$0

SECTION 00310

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 pollution. The Design-Builder shall obtain and refer to the Los Angeles County Municipal Storm Water National Pollution Discharge Elimination System (NPDES) Permit, and the California Stormwater Quality Association's "Stormwater Best Management Practice Handbook for Construction", dated January 2003.

BMPs for construction activities shall be continuously implemented throughout the year. BMPs for erosion control and sedimentation shall be implemented during the period from October 15 to April 15, and whenever the National Weather Service predicts rain within 24 hours. BMPs for erosion control and sedimentation shall also be implemented prior to the commencement of any construction operation which may produce runoff, and whenever run-off from other sources may occur.

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 Design-Builder a penalty of \$1,000 for each calendar day that the Design-Builder has not fully implemented the BMPs specified for the CONTRACT and/or is otherwise not in compliance with these provisions. In addition, the COUNTY will charge the Design-Builder for, and will deduct from any payment due to the Design-Builder, the total amount of any fines levied on the COUNTY, plus legal and staff costs, as a result of the Design-Builder'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, removal, and the furnishing of all necessary labor, equipment, and materials, shall be considered as included in the Base Price Proposal in Section 00300, Cost Proposal Form, of the Project Manual.

The lump sum amount for the implementation of BMPs for construction work according to Sections 01010, Project General Requirements, and Section 01710, Cleaning, of the Project Manual, will be:

(\$ _____) (_____)
BMP's lump sum amount in figures BMP's lump sum amount in words

SECTION 00311

CONSTRUCTION AND DEMOLITION DEBRIS RECYCLING REQUIREMENTS

Contractors working on any County projects that are estimated to generate at least ten tons or at least ten cubic yards of debris shall submit an estimate of the total quantity of debris that will be generated by the projects and a Recycling Report to the Director in accordance with Part 3 of Section 01800, Construction and Demolition Debris Recycling for Los Angeles County Projects, of the Project Manual. For projects not requiring a demolition permit, Contractor shall use Best Management Practices (BMP) to reduce, reuse, and/or recycle debris generated by the project to the maximum extent feasible. For projects that require a demolition permit, Contractor shall ensure that at least 50 percent of the debris generated by the projects are reused and/or recycled.

Contractors working on any County projects that are estimated to generate less than ten tons and less than ten cubic yards of debris or on projects resulting from imminent emergencies and/or disasters proclaimed by the Board of Supervisors or from imminent events deemed as emergencies and/or disasters by the County Code are encouraged to use good faith efforts to reduce, reuse, and/or recycle the debris generated by the project to the maximum extent feasible.

In performing the requirements of the CONTRACT, the Contractor and its subcontractors shall comply with all applicable Federal, State, and local laws and regulations, including, but not limited to, Public Resources Code Section 40000 et seq.

Full compensation for complying with the Construction and Demolition Debris Recycling Requirements, including the construction, removal, and the furnishing of all necessary labor, equipment, and materials, shall be considered as included in the Base Price Proposal in Section 00300, Cost Proposal Form, of the Project Manual.

The lump sum amount for complying with the requirements of Section 01800, Construction and Demolition Debris Recycling for Los Angeles County Projects, of the Project Manual, will be:

(\$ _____) (_____)
Lump sum amount in figures Lump sum amount in words

Name of Proposer (Design-Builder Name)

SECTION 00312

**BUILDERS RISK COURSE OF CONSTRUCTION
INSURANCE REQUIREMENTS**

The premium for the Builders Risk Course of Construction insurance shall be included within the Base Price Proposal in Section 00300, Cost Proposal Form, of the Project Manual and shall not be in addition to it.

Builders Risk Course of Construction Insurance:

Such coverage is required for this Project and shall be as specified in Article 16.4.1, Builder's Risk Course of Construction Insurance, of Section 00700, General Conditions, of the Project Manual, and as modified in Section 00800, Supplementary Conditions, of the Project Manual. 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, preservation of property, excavation costs, landscaping, shrubs and plants and full collapse coverage during construction (without restricting collapse coverage to specified perils).
2. Be extended to include boiler and machinery coverage for air conditioning, heating and other equipment during testing.
3. Be written on a completed-value basis and cover the entire value of the Work [except for the earthquake coverage which shall be based on probable maximum loss (PML) with a 475 year return period] including any COUNTY-furnished materials and equipment, against loss or damage until completion and acceptance by COUNTY.

The premium for Builders Risk Course of Construction Insurance according to Section 00800, Supplementary Conditions, of the Project Manual, will be:

(\$ _____)
Amount in figures

(_____)
Amount in words

SECTION 00410

PROPOSAL BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That we, _____

(Proposer and Address)

as Principal and _____

(Surety and Address)

as Surety, are 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 Base Price Proposal 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 Base Price Proposal to the COUNTY, for certain design-build services specifically described as follows, for which Technical and Cost Proposals are to be submitted to the COUNTY on _____

_____ for _____
(Proposal Due Date) (description of work, including location, as it appears on the Proposal)

Now, THEREFORE, if the aforesaid Principal is awarded the contract and, within the time and manner required under the Request for Proposals, after prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed form, in accordance with the Request for Proposals and the Proposer's Technical and Cost Proposal, 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 effect.

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 00430

SUBCONTRACTOR LISTING AND SUBCONTRACTING

Design-Builder shall be governed by the provisions of Sections 4100 to 4113, inclusive, and Section 20133 of the Public Contract Code of the State of California.

SUBCONTRACTOR LISTING AT PROPOSAL SUBMITTAL

As specified in the Request for Proposals, the Design-Builder, at the time of Proposal submittal, must list below on this Form 00430 any Subcontractor that meets either of the following criteria:

1. Any Subcontractor that, at the time of Proposal submittal, the Design-Builder elects to list as a Subcontractor to perform work or labor or render service to the Design-Builder in or about the construction of the work, in an amount in excess of one-half of one percent (0.5%) of the Design-Builder's Base Price Proposal, or who under subcontract to the Design-Builder specially fabricates and installs a portion of the work of improvement according to detailed drawings contained in the Scoping Documents in an amount in excess of one-half of one percent (0.5%) of the Design-Builder's Base Price Proposal, or;
2. Any Subcontractor performing a portion of the Work that the Request for Proposals specifies must be performed by a Subcontractor listed at the time of Proposal submittal.

For each such listed Subcontractor, the Design-Builder is required to identify the Subcontractor's name, business address, license number, and the portion of the work to be performed.

SUBCONTRACTOR LISTING AFTER CONTRACT AWARD

In addition to the subcontractor-listing information submitted by the Design-Builder on this Form 00430 at the time of Proposal submittal, the Design-Builder, as specified in Article 7.1, Advertising, Solicitation, and Award of Construction Subcontracts, of Section 00700, General Conditions, of the Project Manual, shall submit to the COUNTY's Project Manager, within thirty (30) days of award of any subcontract with a value in excess of one-half of one percent (0.5%) of the Design-Builder's Base Price Proposal, an updated List of Subcontractors on this Form 00430. Subcontractors that will perform work with a value in excess of one-half of one percent (0.5%) of the Design-Builder's Base Price Proposal that were not listed by the Design-Builder at the time of Proposal submittal shall be awarded by the Design-Builder in accordance with the advertising requirements and best value

selection process outlined in Subsections 7.1.2 and 7.1.3 of the above-referenced Article 7.1. The updated List of Subcontractors shall include for all such Subcontractors: the Subcontractor's name, license number, business address, telephone number, e-mail address, and the portion of the Work to be performed by the Subcontractor.

No Design-Builder shall substitute any 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.

Design-Builders in violation of any of the provisions of Sections 4100 to 4113, inclusive, and Section 20133 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 Design-Builder's Subcontractors, identifying the required information as to each listed Subcontractor.

<u>NAME/BUSINESS ADDRESS/TELEPHONE NUMBER/ E-MAIL ADDRESS</u>	<u>PORTION OF WORK TO BE PERFORMED</u>
--	---

Blank lined area for notes or data entry, consisting of 25 horizontal lines.

Blank lined area for notes or data entry, consisting of 25 horizontal lines.

SECTION 00435

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 owned Business Enterprises (MBE/WBE/DBE/DVBE). This form shall be provided to the COUNTY at the time of Proposal submittal and as specified in Article 19, Additional Requirements, of Section 00700, General Conditions, of the Project Manual.

LIST OF CBE PARTICIPATION

The following is a list of certified CBE Subcontractors that the Proposer elects to list as a Subcontractor to perform a portion or portions of this Work, and known suppliers from whom Proposer proposes to procure materials and/or equipment for the Work.

<u>NAME/ADDRESS</u>	<u>TYPE OF WORK OR PRODUCT</u>	<u>INDICATE MBE/ WBE/DBE OR DVBE</u>	<u>PERCENTAGE OF BASE PRICE PROPOSAL</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

<u>NAME/ADDRESS</u>	<u>TYPE OF WORK OR PRODUCT</u>	<u>INDICATE MBE/ WBE/DBE OR DVBE</u>	<u>PERCENTAGE OF BASE PRICE PROPOSAL</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

SECTION 00438

Request for Local Small Business Enterprise (SBE) Preference Program Consideration and Community Business Enterprise (CBE) Firm/Organization Information Form

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: _____

My County (WebVen) Vendor Number: _____

- I AM NOT** A Local SBE certified by the State of California or certified by SBA for a Federal funded project and the County of Los Angeles Office of Affirmative Action Compliance, as of the date of this proposal/bid submission.
- I AM** A Local SBE certified by the State of California or certified by SBA for a Federal funded project and the County of Los Angeles Office of Affirmative Action Compliance, as of the date of this proposal/bid submission.
- As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

II. 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.

Business Structure: Sole Proprietorship Partnership Corporation Non-Profit Franchise
 Other (Please Specify) _____

Total Number of Employees (including owners): _____

Race/Ethnic Composition of Firm: Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed:

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Male	%	%	%	%	%	%
Female	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:
 If your firm is currently certified as a minority, women, disadvantaged or disabled veteran-owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Dis-advantaged	Disabled Veteran	Expiration Date

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

Print Authorized Name	Authorized Signature	Title	Date

SECTION 00440
EQUALS

As permitted by Article 1.7, Equals and Product Substitutions, of Section 00700, General Conditions, of the Project Manual, the Proposer submits this "or equal" request to the County. The Proposer desires to use the material, product, apparatus, equipment, or service (collectively "item") described below, as "an equal" to such items as specified in the Scoping Documents. This form shall be provided to the COUNTY at the time of Proposal submittal and as specified in Article 1.7, Equals and Product Substitutions, of Section 00700, General Conditions, of the Project Manual. This form listing the proposed equals must be accompanied with all substantiating data and test results for consideration by the COUNTY. The COUNTY, in its sole discretion, shall determine whether the substantiating data demonstrates that a proposed "or equal" item is equal in all respects to the item specified in the Scoping Documents. If the COUNTY determines that the proposed "equal" item has not been substantiated to be equal in all respects, the item specified in the Scoping Documents shall be furnished and/or installed by the Design-Builder without modification of the Proposal price or Scoping Documents, if the request is made at time of Proposal submittal; or without modification to CONTRACT Sum or CONTRACT Time, if request is made after CONTRACT award. If the COUNTY accepts "an equal" item as equivalent to the respective item specified in the Scoping Documents, then the Proposer may furnish such item), together with all necessary labor, materials, equipment, and incidentals required to perform and complete the Work.

Date _____, 20____

Name of Proposer (Design-Builder's Name)

Phone No. _____

Proposer's Address

Item(s) for which Proposer proposes "an equal."
(Indicate where specified and page number.)

Complete description of equipment the Proposer desires
to use as "an equal" and name of Subcontractor if different.

- 1. _____

- 2. _____

3.

4.

5.

6.

SECTION 00445
COMMUNITY BUSINESS ENTERPRISE PROGRAM SANCTIONS

The Los Angeles County Board of Supervisors have amended the Community Business Enterprise Program to prohibit any person from knowingly submitting information with the intent of receiving certification and its concurrent benefits for which they are not entitled:

This is to acknowledge that the undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, if any, is fully aware of the following policy of the County of Los Angeles.

1. A person or business shall not:
 - a. Knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain, acceptance or certification as a Community Business Enterprise for the purposes of this article.
 - b. Willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a COUNTY official or employee for the purpose of influencing the acceptance or certification or denial of acceptance or certification of any entity as a Community Business Enterprise.
 - c. Willfully and knowingly obstruct, impede, or attempt to obstruct or impede, any COUNTY official or employee who is investigating the qualifications of a business entity which has requested acceptance or certification as a Community Business Enterprise.
 - d. Knowingly and with intent to defraud, fraudulently obtain, attempt or obtain, or aid another person or business in fraudulently obtaining or attempting to obtain, public monies to which the person or business is not entitled under this article.
2. Any person or business who violates paragraph (1) shall be suspended from proposing or bidding on, or participating as professional services proposer, contractor, subcontractor, or supplier, in any COUNTY contract or project for a period of three (3) years.
3. No COUNTY agency with the powers to award contracts shall enter into any contract with any person or business suspended for violating this section during the period of the person's or business' suspension. No awarding department shall award a contract to any professional services proposer or contractor utilizing the services of any person or business as a subconsultant/subcontractor suspended for violating this section during the period of the persons' or business' suspension.

Name of Proposer's Authorized Representative

Signature of Proposer's Authorized Representative

Title of Proposer's Authorized Representative

Name of Proposer (Design-Builder's Name)

Date

SECTION 00450

NONCOLLUSION AFFIDAVIT

State of California

ss.

County of

_____, being first duly sworn, deposes and says that he or she is _____ of _____ the party making the foregoing Proposal; that the Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or to cause anyone shall refrain from proposing; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Proposal price of the Proposer or any other proposer, or to fix any overhead, profit, or cost element of the Proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract for anyone interested in the proposed contract; that all statements contained in the Proposal are true; and, further, that the Proposer has not, directly or indirectly, submitted his or her Proposal 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 proposal.

Name of Proposer's Authorized Representative

Signature of Proposer's Authorized Representative

Title of Proposer's Authorized Representative

Name of Proposer (Design-Builder's Name)

Date

SECTION 00460

**GREATER AVENUES FOR INDEPENDENCE/GENERAL RELIEF OPPORTUNITY FOR WORK
(GAIN/GROW) PARTICIPATION AFFIDAVIT**

As a threshold for consideration for contract award, Proposers shall demonstrate a proven record of hiring participants in the COUNTY's Department of Public Social Services' Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work (GROW) Program, or shall attest to a willingness to consider GAIN/GROW participants for any future employment openings if they meet the minimum qualification for that opening. Additionally, Proposers shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist those individuals in obtaining permanent employment and/or promotional opportunities. Proposers who are unable to meet this requirement shall not be considered for contract award.

Proposer shall complete all of the following information and sign at the indicated location.

- A. Proposer has a proven record of hiring GAIN/GROW participants (subject to verification by the COUNTY).

_____ YES _____ NO

- B. Proposer attests to its willingness to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participants meet the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

_____ YES _____ NO

If YES, state the name and phone number of the person whom the COUNTY may contact to refer GAIN/GROW participants.

Name

() _____
Phone Number

C. Proposer attests to its willingness to provide employer GAIN/GROW participants access to its employee mentoring program, if available.

_____ YES

_____ NO

Name of Proposer's Authorized Representative

Signature of Proposer's Authorized Representative

Title of Proposer's Authorized Representative

Name of Proposer (Design-Builder's Name)

Date

SECTION 00465 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 _____

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 00470

FALSE CLAIMS

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 Proposer is non-responsive. Failure to fully and accurately provide the requested certification or information may result in a determination that the 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 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 Proposal)

(Proposer name as shown on 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 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 Proposer submitting this 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 Proposal, or (2) the qualifying person licensed by the State Contractors' License Board to perform the work described in the Proposal, including any such person when they were an officer, manager, owner, or responsible managing employee of a construction contractor other than the Proposer submitting this Proposal, 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 Proposal)

SECTION 00471

CIVIL LITIGATION HISTORY

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 Proposer is nonresponsive. Failure to fully and accurately provide the requested certification or information may result in a determination that the Proposer is not responsible.**

For the two (2) years preceding the date of submittal of this Proposal, identify any civil litigation arising out of the performance of a construction contract within the State of California in which the (1) Proposer submitting this 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 Proposal, or (2) the qualifying person licensed by the State Contractors' License Board to perform the work described in this Proposal, including any such person when they were an officer, manager, owner, or responsible managing employee of a construction contractor other than the Proposer submitting this 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.

CIVIL LITIGATION CERTIFICATION

If the 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 Proposal)

(Proposer name as shown on 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 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 Proposal)

SECTION 00472

CRIMINAL CONVICTIONS

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 Proposer is nonresponsive. Failure to fully and accurately provide the requested certification or information may result in a determination that the Proposer is not responsible.**

For the five (5) years preceding the date this 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 Proposer submitting this 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 Proposal, or (2) by the qualifying person licensed by the State Contractors' License Board to perform the work described in the Proposal, including any such person when they were an officer, manager, owner, or responsible managing employee of a construction contractor other than the Proposer submitting this 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 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 Proposal)

(Proposer name as shown on 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 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 Proposal)

SECTION 00473

DEBARMENTS

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 Proposer is nonresponsive. Failure to fully and accurately provide the requested certification or information may result in a determination that the Proposer is not responsible.**

For the ten (10) years preceding the date this 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 Proposer submitting this 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 Proposal, or (2) by the qualifying person licensed by the Contractors' State License Board to perform the work described in the 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 Proposer submitting this 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 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 Proposal)

(Proposer name as shown on 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 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 Proposal)

SECTION 00474

LABOR LAW/PAYROLL VIOLATIONS

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 Proposer is nonresponsive. Failure to fully and accurately provide the requested certification or information may result in a determination that the 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 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 Proposer submitting this 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 Proposal, or (2) by the qualifying person licensed by the Contractors’ State License Board to perform the work described in the Proposal, including any such person when they were an officer, manager, owner, or responsible managing employee of a construction contractor other than the Proposer submitting this 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 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 Proposal)

(Proposer name as shown on 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 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 Proposal)

SECTION 00485

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) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All 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 proposer is exempted from the Program.

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

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

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

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

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

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

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

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

OR

Part II: Certification of Compliance

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

As the authorized representative of the Proposer, I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Name of Proposer (Design-Builder Name)	
Name of Proposer's Authorized Representative:	Title of Proposer's Authorized Representative:
Signature of Proposer's Authorized Representative:	Date:

SECTION 00490
DESIGN-BUILDER'S INDUSTRIAL SAFETY RECORD

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

5-Calendar Years Prior to Current Year

	2005	2006	2007	2008	2009	TOTAL	CURRENT YEAR
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 shall be based on the most current and accurate information and records available to Proposer at time of Proposal submittal.

As Proposer's authorized representative, I declare under penalty of perjury under the laws of the State of California that the information provided in this form is true and accurate to the best of my knowledge.

Name of Proposer's Authorized Representative

Signature of Proposer's Authorized Representative

Title of Proposer's Authorized Representative

Date

Name of Proposer (Design-Builder Name)

Contractor's State License No. & Classification

SECTION 00491
INJURY AND ILLNESS PREVENTION PLAN (IIPP)
AND CODE OF SAFE PRACTICES (CSP) AFFIDAVIT

Proposer is required to certify that it has and will adhere to an Injury and Illness Prevention Plan (IIPP) and a Code of Safety Practices (CSP) which comply with Cal/OSHA Regulations, and that all Subcontractors supplying employees to the jobsite will be required to prove to the Proposer that they have and will adhere to an IIPP and a CSP which comply with Cal/OSHA Regulations and that their jobsite employees have been trained on IIPP and CSP.

Proposer hereby certifies that:

1. It has and will adhere to an IIPP and a CSP which comply with Cal/OSHA Regulations.
2. Its employees 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 Design-Builder that they have and will adhere to an IIPP and a CSP which comply with Cal/OSHA Regulations and their jobsite employees have been trained on the IIPP and CSP.

As the authorized representative of the Proposer, I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this _____ day of _____
(month and year)

at _____
(city and state)

Name of Proposer (Design-Builder's Name)

Name of Proposer's Authorized Representative

Signature of Proposer's Authorized Representative

Title of Proposer's Authorized Representative

Failure to submit this affidavit at the time of Proposal submittal may result in a determination that the successful Proposer is nonresponsive and/or nonresponsible.

SECTION 00492

PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Please complete, date and sign this form and place it in your Proposal. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the Proposer 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 DBA	COUNTY of Registration	Year	Became
_____	_____	_____	_____
_____	_____	_____	_____

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.

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

Proposer's Name

On behalf of _____ (Proposer's name), I _____
(Name of Proposer's authorized representative), certify that the information contained in this Proposer'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 00493

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

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

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

- OR -

- It is 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:

As the Proposer's authorized representative, I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Executed this _____ day of _____ at _____

Name of Proposer's Authorized Representative:	Signature of Proposer's Authorized Representative:
Title of Proposer's Authorized Representative:	
Signature of Proposer's Authorized Representative:	Date:

Date: _____

Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- 2.206.010 Findings and declarations.
- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.

B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

A. This chapter shall not apply to the following contracts:

1. Chief Executive Office delegated authority agreements under \$50,000;
2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
3. A purchase made through a state or federal contract;
4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
7. Program agreements that utilize Board of Supervisors' discretionary funds;
8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.

B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.

B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.

C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:

1. Recommend to the Board of Supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

SECTION 00494

AVOIDANCE OF CONFLICT OF INTEREST

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

CONTRACTS PROHIBITED

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

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

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

Proposer Name (please print)

Proposer's Official Title (please print)

Proposer's Signature

SECTION 00495
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 00496

PROPOSER'S EEO CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

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

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

Signature

Date

Name and Official Title (please print)

SECTION 00500

DESIGN-BUILD AGREEMENT

This Design-Build Agreement is made and entered into this _____ day of _____, 20____, by and between the following parties:

COUNTY OF LOS ANGELES, a body corporate and politic, and a political subdivision of the State of California (hereinafter "COUNTY"),

AND

[Fill in the legal name of the DESIGN-BUILDER], (hereinafter "Design-Builder"):

[A California Corporation]

[OR USE THE FOLLOWING FORM IF THIS IS AN OUT-OF-STATE CORPORATION:

A foreign corporation incorporated under the laws of _____, whose agent for service of process in California is: [or if the entity is not a corporation, identify the type of entity that it is, e.g., general partnership, joint venture, etc.]

[Agent]

[Agent's address and telephone in California]

[Address]

[City, State, Zip Code]

[Telephone Number]

[IN THE CASE OF A PARTNERSHIP OR OTHER ASSOCIATION THAT IS NOT A LEGAL ENTITY, ALL PARTNERS OR ASSOCIATION MEMBERS MUST BE IDENTIFIED ABOVE, AND EACH PARTNER OR ASSOCIATION MEMBER MUST SIGN THE AGREEMENT]

for services in connection with the Project identified below (hereinafter "Project").

PROJECT

[Project Name] Project

[COUNTY Facility or Location]

[Address]

[City], CA 9xxxx

SPECS NO.: xxxx

Design-Builder is a recognized professional organization with extensive experience and training in its specialized field. In rendering these services, Design-Builder shall, at a minimum, exercise the ordinary care and skill expected of a competent practitioner in Design-Builder's profession acting under similar circumstances. The Design-Builder wishes to enter into a relationship of trust and confidence with the COUNTY to work together to accomplish the goals of the Project.

In the event the Design-Builder is a partnership or other association, that is not a legal entity, all partners or association members agree to be fully responsible and liable, jointly and severally, for the performance of the CONTRACT (as defined below at Article 2.1).

In consideration of the mutual covenants and obligations contained herein, the COUNTY and Design-Builder agree as set forth herein.

Article 1. Definitions

- 1.1 The definitions of terms, which shall have the same meaning throughout all of the CONTRACT Documents, are shown in Section 00700, General Conditions, of the Project Manual.

Article 2. CONTRACT and CONTRACT Documents

- 2.1 The CONTRACT Documents (as listed in Article 2.2 below), all of which CONTRACT Documents are incorporated by reference into this Design-Build Agreement, form the entire and integrated contract between the COUNTY and the Design-Builder (hereinafter also collectively referred to as the "CONTRACT"), and supersede all prior negotiations, representations, or agreements, written or oral.
- 2.2 The CONTRACT Documents consist of the following:
 - 2.2.1 This Design-Build Agreement, including any attachments to this Design-Build Agreement;
 - 2.2.2 The Project Manual (Specifications number XXXX) dated XXXX [IDENTIFY IT SPECIFICALLY];
 - 2.2.3 All CONTRACT Amendments; and
 - 2.2.4 All documents listed in Attachments A and B to this Design-Build Agreement.
- 2.3 The order of precedence of the CONTRACT Documents is set forth in Section 00700, General Conditions, of the Project Manual.

Article 3. Work

- 3.1 This is a public works project as defined in the California Public Contract Code. Design-Builder shall comply with all the requirements of the California Public Contract Code and the California Labor Code, including, but not limited to, prevailing wages, apprentices, and payroll reporting.
- 3.2 Design-Builder shall provide all necessary architectural/engineering design services and construction services, including, but not limited to, procurement, permitting, and clean-up; and shall furnish all necessary materials, equipment (except those to be provided by COUNTY, if any), supervision, labor, and services required to complete the Project, as generally described in Section 01010, Project General Requirements, of the Project Manual and as fully defined in the CONTRACT Documents (hereinafter, the all-inclusive obligations of the Design-Builder set forth in this Article and the CONTRACT are referred to as the "Work"). Design-Builder shall also fully commission and turn over the Project to the COUNTY in a complete, operational, and fully functional condition. Without limiting the generality of the CONTRACT requirements, Design-Builder shall provide the following work and services:
- 3.2.1 Design-Builder shall prepare complete architectural/engineering Design Documents, engineering calculations, and shop drawings setting forth in detail the specifications and requirements for the purchasing and procurement of the services, materials and equipment and for the construction of the Project, and shall furnish the services of all licensed and other personnel necessary for the preparation of those drawings and specifications required for the Work. The Design-Builder's Architect of Record and Engineer of Record, as applicable, shall be appropriately licensed to perform architectural and engineering work in the State of California.
- 3.2.2 Design-Builder shall provide, install and complete as specified and pay for all labor, materials and equipment, tools, supplies, construction equipment and machinery, construction, start-up and testing, utilities, transportation, and other facilities and services (including any temporary materials, equipment, supplies and facilities) necessary for the proper execution and completion of the Project, including the permanent interconnection for electricity, natural gas, water supply, and any other utilities and demonstration of fully satisfactory operation of all systems and equipment.
- 3.2.3 Design-Builder shall supervise and direct the work performed by all its Subcontractors and Subconsultants and shall at all times be fully responsible and liable for the performance and completion of their work to the same extent as if directly performed by Design-Builder.

- 3.2.4 Design-Builder shall obtain all jurisdictional agency and private approvals, licenses, and permits required to complete the Work. Design-Builder shall perform the Work in compliance with all applicable laws, codes and standards, both public and private, including but not limited to, the standards included and warranties expressed in the CONTRACT Documents and manufacturer's recommendations pertaining to individual items of equipment or systems.
- 3.3 The Design-Builder agrees to perform additional work on the project arising from changes ordered by the COUNTY pursuant to Section 00700, General Conditions, of the Project Manual.

Article 4. CONTRACT Sum and Maximum CONTRACT Sum

4.1 Subject to the terms and conditions set forth in Section 00700, General Conditions, of the Project Manual, including the payment provisions set forth in Article 9, Project Payments, COUNTY agrees to pay the Design-Builder the "CONTRACT Sum" in the amount of _____ Dollars (\$_____.00) in exchange for which the Design-Builder agrees to complete the Work in accordance with the CONTRACT Documents. The CONTRACT Sum may only be adjusted, as applicable, by CONTRACT Amendment as set forth in Article 12, Changes In The Work, of Section 00700, General Conditions, of the Project Manual.

[4.2 IS OPTIONAL DEPENDING ON WHETHER ALLOWANCES ARE INCLUDED OR NOT]

4.2 The CONTRACT includes Allowances in the amounts stated immediately below; however, such Allowances are not part of the CONTRACT Sum and the COUNTY does not agree to pay the Design-Builder the Allowance amounts, unless and until any such Allowances, or portions thereof, are reallocated into the CONTRACT Sum by a CONTRACT Amendment in accordance with Article 12, Changes In The Work, of Section 00700, General Conditions, and Section 01210, Allowances (if applicable), of the Project Manual. The Allowances included in the CONTRACT are as follows:

4.2.1 \$ _____ Allowance 1 – Design Completion Allowance. **[IF CLOSED]**

4.2.2 \$ _____ Allowance 2 – Allowance for Permits and Fees.

4.2.3 \$ _____ Allowance 3 **[PROVIDE DESCRIPTION]**

- 4.3 For purposes of the CONTRACT, the "Maximum CONTRACT Sum" is defined as, and is equal to, the CONTRACT Sum plus the total amount of the Allowances specified above. The Maximum CONTRACT Sum is _____ Dollars (\$_____.00). Only the CONTRACT Sum is payable to the Design-Builder; the Maximum CONTRACT Sum is not payable to the Design-Builder. The Maximum CONTRACT Sum may only be adjusted, as applicable, by CONTRACT Amendment as set forth in Article 12, Changes In The Work, of Section 00700, General Conditions, of the Project Manual.
- 4.4 The CONTRACT Sum is inclusive of all costs to perform the Work, including without limitation, materials, equipment, and labor furnished by Design-Builder, its Subcontractors, Subconsultants, architects, engineers, and vendors; and other costs arising out of Design-Builder's performance of the Work; all federal, state, and local taxes on the foregoing, including any increases in any such taxes during the term of this CONTRACT; and any duties, fees, and royalties imposed with respect to any materials and equipment, labor or services.
- 4.5 Design-Builder acknowledges that the CONTRACT Sum includes the cost of all of Design-Builder's insurance policies required by the CONTRACT, including any project specific insurance policies, and the cost of all required bonds. Insurance and bond requirements are specified in Section 00700, General Conditions and Section 00800, Supplementary Conditions, of the Project Manual.
- 4.6 Unit prices shown in Attachment D, Unit Prices, shall be utilized, if applicable, in the calculation of adjustments to the CONTRACT Sum and Maximum CONTRACT Sum for CONTRACT Amendments (including Allowance Reallocations and Change Orders), as described more fully in Article 12, Changes In The Work, of Section 00700, General Conditions, of the Project Manual.
- 4.7 Hourly rates shown in Attachment C, Schedule of Hourly Rates for Design-Related Services, shall be utilized, if applicable, in the calculation of adjustments to the CONTRACT Sum and Maximum CONTRACT Sum for CONTRACT Amendments (including Allowance Reallocations and Change Orders), as described more fully in Article 12, Changes In The Work, of Section 00700, General Conditions, of the Project Manual.

Article 5. CONTRACT Time

- 5.1 The "CONTRACT Time" means the total number of days the Design-Builder has to achieve Substantial Completion of the Work, starting from the date the Design-Builder is authorized to commence the Work as such date is set forth in the Notice to Proceed to be issued by COUNTY. For purposes of this CONTRACT, the CONTRACT Time is _____ calendar days. Design-Builder shall diligently pursue completion of the Work and shall achieve Substantial Completion of the entire Project within said CONTRACT Time. Design-Builder shall also achieve Substantial Completion of any designated portions of the

Work, within the time periods set forth in the CONTRACT Documents for such designated portions of the Work. The CONTRACT Time may only be adjusted, as applicable, by CONTRACT Amendment as set forth in Article 12, Changes In The Work, of Section 00700, General Conditions, of the Project Manual.

- 5.2 COUNTY reserves the right to modify or alter the date of commencement of the Work. Design-Builder acknowledges that it is in the best interest of both parties to begin work as soon as possible after COUNTY award of the CONTRACT and issuance of the Notice to Proceed. Design-Builder shall incorporate in its project schedule submittal for COUNTY acceptance, as required in Section 01310, Project Schedule, of the Project Manual, all the durations and milestone dates set forth in the CONTRACT Documents.
- 5.3 By executing this CONTRACT, the Design-Builder agrees to complete the Work in accordance with the Project Schedule accepted by the COUNTY, and Design-Builder agrees that time is of the essence of this CONTRACT with respect to all times, dates and Project Schedule. The Design-Builder confirms that said Project Schedule allows a reasonable period of time for achieving the Substantial Completion and Final Completion of the Work for the project.

Article 6. Liquidated Damages and Compensable Delays

- 6.1 COUNTY and Design-Builder agree that time is of the essence of this CONTRACT and that COUNTY will suffer financial loss including, but not limited to, loss of grant or other outside agency funds, additional CONTRACT administration expenses (including project management and consultants' expenses), delay, and loss of public use, if the Work is not completed within the time specified in Article 5 above plus any extensions thereof allowed by the COUNTY in accordance with the CONTRACT Documents. Consistent with Section 00700, General Conditions, of the Project Manual and Article 5 above, Design-Builder and COUNTY agree that because of the nature of the Project, it would be impractical or extremely difficult to fix the amount of actual damages incurred by COUNTY because of a delay in completion of the Work.
- 6.2 COUNTY and Design-Builder agree that Design-Builder shall pay COUNTY the daily rate of \$ _____ as liquidated damages for each day of delay in achieving Substantial Completion of the Work beyond the CONTRACT Time, as the CONTRACT Time may be adjusted by CONTRACT Amendment. Other terms and conditions related to Liquidated Damages are contained in Section 00700, General Conditions, and Section 01010, Project General Requirements, of the Project Manual.

[MODIFY PARAGRAPH ABOVE AS NECESSARY FOR PROJECTS WITH LIQUIDATED DAMAGES APPLICABLE TO DESIGNATED PORTIONS OF WORK]

6.3 Liquidated damages for delay shall cover and be in lieu of actual damages for delay suffered by COUNTY. Liquidated damages are intended to compensate COUNTY for damages it incurs as a result of delay, but do not cover the cost of completion of the Work or damages not arising from delays. The specified liquidated damages shall be the COUNTY's sole remedy for recovery of damages due to delays in the Work.

[6.4 IS OPTIONAL DEPENDING ON WHETHER EXTENDED DELAY DAILY RATES ARE INCLUDED OR NOT]

6.4 When Design-Builder is entitled to an adjustment in the CONTRACT Sum due to Compensable Delays as set forth in Section 00700, General Conditions, of the Project Manual, compensation for such delays shall be based on the following Compensable Delay daily rates:

6.4.1 \$ _____ Compensable Delay Daily Rate for design-only work.

6.4.2 \$ _____ Compensable Delay Daily Rate for construction-only work.

6.4.3 \$ _____ Compensable Delay Daily Rate for design and construction work.

Article 7. Bonds, Insurance and Indemnification

7.1 Design-Builder shall not commence the Work under this CONTRACT until it has obtained and furnished to the COUNTY all insurance and bonds required by the CONTRACT Documents and such certificates and bonds are approved for conformance by the COUNTY, nor shall Design-Builder allow any Subcontractor or Subconsultant to commence Work until all similar insurance requirements for the Subcontractor or Subconsultant have been so obtained and approved by the Design-Builder.

7.2 Indemnification and insurance requirements are set forth in Section 00700, General Conditions, of the Project Manual, and any project specific requirements are set forth in Section 00800, Supplementary Conditions, of the Project Manual.

Article 8. Design-Builder's Representations

Design-Builder makes the following representations and warranties:

8.1 In entering into a relationship of trust and confidence with COUNTY as established in the CONTRACT Documents, Design-Builder will work collaboratively with COUNTY to accomplish the goals of the Project.

- 8.2 Design-Builder shall designate a Project representative, known as the Design-Builder's Project Manager, who is authorized to act on its behalf with respect to the Project, together with the scope of his or her respective authority. Functions that this CONTRACT provides are to be performed by the Design-Builder may be delegated by the Design-Builder only by written notice from the Design-Builder to the COUNTY. The COUNTY shall not be entitled to rely on directions (nor shall it be required to follow the directions) from anyone outside the scope of that person's authority as set forth in written authorization pursuant to this CONTRACT. Directions and decisions made by the Design-Builder's Project Manager shall be binding on the Design-Builder.
- 8.3 Design-Builder has visited the Site and has examined thoroughly and understands the nature and extent of the Work, site, locality, actual conditions, as-built conditions, and all local conditions and federal, state, and local laws and regulations that in any manner may affect cost, time, progress, performance or furnishing of the Work or which relate to any aspect of the design and the means, methods, techniques, sequences or procedures of construction to be employed by Design-Builder and safety precautions and programs incident thereto.
- 8.4 Design-Builder has conducted or obtained and understands all such examinations, investigations, explorations, tests, reports and studies, in addition to or to supplement those referred to in Paragraph 8.3 above, that pertain to the subsurface conditions, as-built conditions, underground facilities and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, time, progress, performance or furnishing of Work, as Design-Builder considers necessary for the performance or furnishing of Work at the CONTRACT Sum, within the CONTRACT Time and in accordance with the other terms and conditions of the CONTRACT Documents; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required from COUNTY by Design-Builder for such purposes.
- 8.5 Design-Builder has correlated its knowledge and experience and the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the CONTRACT Documents.
- 8.6 As required in the Request for Proposals, prior to submission of its Technical and Cost Proposal, Design-Builder provided COUNTY written notice of all conflicts, errors, ambiguities, or discrepancies that it discovered in or among the CONTRACT Documents, as-built drawings of Site conditions, and actual Site conditions.
- 8.7 The Design-Builder has the experience and capability to efficiently and expeditiously accomplish the Work required in the CONTRACT Documents in a timely and satisfactory manner.

- 8.8 The Design-Builder will continuously furnish the required and necessary licensing and personnel to complete the Project on a timely basis as required in the CONTRACT Documents.
- 8.9 Design-Builder is duly organized, existing and in good standing under applicable state law, and is duly qualified to conduct business in the State of California.
- 8.10 Design-Builder has duly authorized the execution, delivery and performance of this CONTRACT, the CONTRACT Documents and the Work to be performed herein. The CONTRACT Documents do not violate or create a default under any instrument, contract, order or decree binding on Design-Builder.

Article 9. COUNTY Responsibilities

- 9.1 The COUNTY shall designate a Project representative known as the COUNTY's Project Manager who is authorized to act on the COUNTY's behalf with respect to the Project, together with the scope of his/her respective authority. Functions that this CONTRACT provides are to be performed by the COUNTY may be delegated by the COUNTY only by written notice from the COUNTY to the Design-Builder. The Design-Builder shall not be entitled to rely on directions (nor shall it be required to follow the directions) from anyone outside the scope of that person's authority as set forth in written authorization pursuant to this CONTRACT. Directions and decisions made by the COUNTY's Project Manager within the scope of the COUNTY's Project Manager's delegated authority shall be binding on the COUNTY.
- 9.2 During the term of this CONTRACT, the COUNTY shall communicate with the Design-Builder, Subcontractors, Subconsultants, suppliers, and others performing any part of the Work only through the Design-Builder's Project Manager, as may be amended, subject to any approvals required by the COUNTY as described in the CONTRACT Documents.
- 9.3 Whenever the COUNTY's consent, review, acceptance, approval, satisfaction, or determination shall be required or permitted under the CONTRACT Documents with respect to the Design-Builder's performance of the Work, and this CONTRACT does not expressly state that the COUNTY may act in its sole discretion, such consent, review, acceptance, approval, satisfaction or determination shall not be unreasonably withheld, qualified, conditioned, or delayed, whether or not such a "reasonableness" standard is expressly stated in this CONTRACT. Whenever the COUNTY's cooperation is required by the Design-Builder in order to carry out the Design-Builder's obligations hereunder, the COUNTY agrees that it shall act in good faith in so cooperating with the Design-Builder. The COUNTY shall cooperate fully with the Design-Builder and shall furnish decisions, information, and/or reviews required by this CONTRACT in a timely manner so as not to delay the Work, provided that the COUNTY shall have no less time for review than set forth in the Project Schedule accepted by the COUNTY.

- 9.4 The Design-Builder shall be entitled to proceed with all parts of the design and construction phases of the Project when COUNTY issues the Notice to Proceed. However, the COUNTY may, at its sole discretion, review, without affecting Design-Builder's progress, the Design Documents, and any submittals or shop drawings for conformance with the Scoping Documents and other CONTRACT Documents. If the COUNTY modifies or otherwise changes in a material way the scope of the Work called for in the Scoping Documents, the Design-Builder shall be entitled to a CONTRACT Amendment in accordance with the Article 12, Changes In The Work, of Section 00700, General Conditions, of the Project Manual. In no event shall a CONTRACT Amendment be issued for any modifications that are required due to the fault or neglect of the Design-Builder.

Article 10. Changes in Laws

- 10.1 In the event any changes in laws or regulations directly affecting the scope of the Work, which could not have been anticipated by the Design-Builder at the time of proposal submission, are enacted after the date of this CONTRACT, the CONTRACT Sum and CONTRACT Time, may be equitably adjusted by written CONTRACT Amendment as appropriate.

Article 11. Independent Contractor Status

- 11.1 This CONTRACT is by and between the COUNTY and the Design-Builder and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the COUNTY and the Design-Builder.
- 11.2 The Design-Builder understands and agrees that all persons furnishing services to the COUNTY pursuant to this CONTRACT are, for purposes of Workers' Compensation liability, employees solely of the Design-Builder and not of the COUNTY.
- 11.3 The Design-Builder shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from, or connected with, services performed on behalf of the Design-Builder pursuant to this CONTRACT.

Article 12. Assignment by Design-Builder

- 12.1 Design-Builder shall not assign its rights or delegate its duties under the CONTRACT, or both, whether in whole or in part, without the prior written consent of COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, consent by the COUNTY shall only be deemed provided if reflected in a CONTRACT Amendment. Any payments by COUNTY to any approved delegate or assignee on any claim under the CONTRACT shall be deductible, at

COUNTY's sole discretion, against the claims which Design-Builder may have against COUNTY.

- 12.2 Shareholders, partners, members, or other equity holders of Design-Builder may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Design-Builder to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the CONTRACT, such disposition is an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this CONTRACT.
- 12.3 Any assumption, assignment, delegation, or takeover of any of Design-Builder's duties, responsibilities, obligations, or performance of same by any entity other than Design-Builder, whether through assignment, subcontract, delegation, merger, buyout, bankruptcy or any other mechanism, without COUNTY's express prior written approval, constitutes a material breach of the CONTRACT by Design-Builder, which may result in the termination of the CONTRACT. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against Design-Builder as it could pursue in the event of default by Design-Builder.

Article 13. Ownership of COUNTY Materials

- 13.1 Terms and conditions for intellectual property rights and ownership of all materials prepared under this CONTRACT are set forth in Section 00700, General Conditions, of the Project Manual.

Article 14. Additional COUNTY Requirements

- 14.1 Additional COUNTY requirements are contained in the Project Manual, including but not limited to Section 00700, General Conditions, Section 00800, Supplementary Conditions, and Section 01010, Project General Requirements.

Article 15. Notices

- 15.1 Any notice required or desired to be given pursuant to this CONTRACT shall be given in writing and addressed as follows:

To COUNTY:
Attn: Contract Administrator
Department of Public Works
Architectural Engineering Division
Contracts Administration, 8th Floor
900 South Fremont Avenue
Alhambra, CA 91803
(626) 458-XXXX

To DESIGN-BUILDER:

[Name]

[Address]

[Telephone Number]

- 15.2 The address for notices may be changed by giving written notice by one party to the other by first class mail with postage prepaid.

Article 16. Miscellaneous Provisions

- 16.1 Governing Law: This CONTRACT shall be governed by and construed in accordance with the laws of the State of California. The exclusive venue for all disputes or litigation hereunder shall be in the courts of the State of California located in the County of Los Angeles, California. Both parties waive their rights under California Code of Civil Procedure Section 394 to file a motion to transfer any action or proceeding arising out of the CONTRACT to another venue.
- 16.2 Severability: The partial or complete invalidity of any one or more provisions of this CONTRACT shall not affect the validity or continuing force and effect of any other provision.
- 16.3 Oral Modification: No oral statement of any person shall in any manner or degree modify or otherwise affect the terms of this CONTRACT.
- 16.4 Jurisdictional Authority: Work performed on COUNTY-owned property, even if such property is located within the boundaries of an incorporated city, municipal corporation, or similar political subdivision, shall be governed by the COUNTY building laws and codes. Work performed outside the property lines of COUNTY-owned property shall be governed by the applicable local laws of the county, city or other municipal government having jurisdiction for that area.
- 16.5 COUNTY Rights: The COUNTY may employ, either during or after performance of this CONTRACT, any right of recovery the COUNTY may have against the Design-Builder 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 other remedy provided by California law.
- 16.6 No Payment for Services Provided Following Termination or Acceptance of CONTRACT: Design-Builder shall not have any claim against COUNTY for payment for any money or reimbursement, of any kind whatsoever, for any service provided by Design-Builder after the termination or Acceptance of this CONTRACT. Should Design-Builder receive any such payment, it shall immediately notify the COUNTY and shall immediately repay all such funds to the COUNTY. Payment by the COUNTY for services rendered after termination or Acceptance of this CONTRACT shall not constitute a waiver of the COUNTY's right to recover such payment from the Design-Builder. This provision shall survive the termination or Acceptance of this CONTRACT.

16.7 Waiver: The waiver by either party of any breach of this CONTRACT shall not constitute a waiver as to any succeeding or other breach.

Article 17. Entire CONTRACT

17.1 This CONTRACT, inclusive of the CONTRACT Documents referenced in Article 2 above, constitutes the entire contract between the COUNTY and the Design-Builder and may be modified only by a CONTRACT Amendment.

GENERIC

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of the Department of Public Works, or Director's Designee, and the Design-Builder 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.

[IF NOT A CORPORATION, THE PARAGRAPH ABOVE AND SIGNATURE BLOCK BELOW WILL NEED TO BE ADJUSTED ACCORDINGLY]

[IN THE CASE OF A PARTNERSHIP OR OTHER ASSOCIATION THAT IS NOT A LEGAL ENTITY, ALL PARTNERS OR ASSOCIATION MEMBERS MUST BE IDENTIFIED ABOVE, AND EACH PARTNER OR ASSOCIATION MEMBER MUST SIGN THE AGREEMENT]

COUNTY OF LOS ANGELES

[NAME OF DESIGN-BUILDER]

By _____
Deputy Director
Department of Public Works

By _____
President

By _____
Secretary

Contractor License No.

License Classification(s)

APPROVED AS TO FORM

ANDREA SHERIDAN ORSHAN
County Counsel

By _____
Principal Deputy

May 4, 2010

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL PERSONS BY THESE PRESENTS:

That we, DESIGN-BUILDER, a California Corporation, as principal, and

(name and address)

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

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

PROJECT
PLACE
SPECS.

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

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

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

NAME OF DESIGN-BUILDER

President

Secretary

Surety

Attorney-in-Fact

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
County Counsel

By _____
Deputy

GENERIC

PAYMENT BOND FOR LABOR AND MATERIALS

KNOW ALL PERSONS BY THESE PRESENTS:

That we, DESIGN-BUILDER, a California corporation, as principal, and

(name and address)

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

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

PROJECT
PLACE
SPECS. NO. XXXX

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

NOW, THEREFORE, if said principal, as contractor in said CONTRACT, or principal's subcontractor, fails to pay any of the persons referred to in Section 3181 of the Civil Code of the State of California for labor performed, skills, or other necessary services bestowed, site improvement made, equipment leased, or appliances, equipment, implements, machinery, materials, power, provender, provisions, teams, or trucks furnished or used in, upon, or about the performance of this work contracted to be done, or for amounts due under the Unemployment Insurance Code with respect to work or labor performed by such claimant, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the DESIGN-BUILDER and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with Respect to such work and labor, said surety shall pay for the same in an amount not exceeding the sum specified above, and if suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court. This bond is executed pursuant to Chapter 7 of Division 3, Part 4, Title 15 of the Civil Code of the State of California, and shall inure to the benefit of any of the persons referred to in said Civil Code Section 3181, as it now exists or

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 DESIGN-BUILDER

President

Secretary

Surety

Attorney-in-Fact

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
County Counsel

By _____
Deputy

CERTIFICATION FOR WORKER'S COMPENSATION INSURANCE

SUBJECT: PROJECT
ADDRESS
CITY, STATE
SPECS. NO.

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 DESIGN-BUILDER

DESIGN-BUILDER's signature

Date

document name
(design-builder AGREEMENT)

GENERIC

STATEMENT OF UNDERSTANDING FOR
BEST MANAGEMENT PRACTICES

SUBJECT: PROJECT
ADDRESS
CITY, STATE
SPECS.

As the Design-Builder 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 DESIGN-BUILDER

Signature

Print Name

Date

document name
(design-build AGREEMENT)

1/2010

ATTACHMENT A TO DESIGN-BUILD AGREEMENT

ITEMIZED CONTRACT DOCUMENTS LIST

The documents listed below in this Attachment A (not in order of precedence) constitute the "CONTRACT Documents" as referenced in Article 2, CONTRACT and CONTRACT Documents, of the Design-Build Agreement:

[PM AND CONTRACT ADMINISTRATOR TO MAKE SURE THAT EACH OF THE DOCUMENTS BELOW CONTAINS A SPECS NO. AND A PROJECT NAME]

1. Those documents identified in Article 2.2 of the Design-Build Agreement;
2. The Scoping Documents as listed in Attachment B to the Design-Build Agreement;
3. Request for Proposals, including Part A - Standard Prequalification Questionnaire, dated _____, and Part B - Technical and Cost Proposals, dated _____;
4. Notices to Proposers A through _____ amending the RFP;
5. Design-Builder Responses to Part A - Standard Prequalification Questionnaire submitted by Design-Builder on _____;
6. Design-Builder's Response to Part B- Technical and Cost Proposal submitted by Design-Builder on _____;
7. Negotiated Changes to Scoping Documents signed by the Design-Builder on _____ and the COUNTY on _____;
8. Negotiated Changes to the Design-Builder's Technical and Cost Proposal signed by the Design-Builder on _____ and the COUNTY on _____;
9. Executed Bond for Faithful Performance;
10. Executed Payment Bond for Labor and Materials;
11. Certification for Worker's Compensation Insurance;
12. Statement of Understanding for Best Management Practices;
13. Design-Build Manual (Design-Builder);
14. Notice to Proceed
15. Construction Documents;
16. Notice of Substantial Completion
17. All documents developed or prepared by Design-Builder or its Architect of Record as required in the CONTRACT Documents, and Accepted by the COUNTY; and

[NOTE TO CONTRACT ADMINISTRATOR AND PM - ADD ANY ADDITIONAL DOCUMENTS THAT ARE A PART OF THE "CONTRACT DOCUMENTS" AS DETERMINED BY PM]

ATTACHMENT B TO DESIGN BUILD AGREEMENT

ITEMIZED SCOPING DOCUMENTS LIST

The documents listed below in this Attachment B (not in order of precedence) constitute the "Scoping Documents" as referenced in Attachment A, Itemized Contract Documents List, of the Design-Build Agreement:

[PM AND CONTRACT ADMINISTRATOR TO MAKE SURE THAT EACH OF THE DOCUMENTS BELOW CONTAINS A SPECS NO. AND A PROJECT NAME]

1. Project Manual as specifically identified in Article 2.2 of the Design-Build Agreement;
2. Needs Assessment Report prepared by _____, dated _____;
3. Feasibility Analysis Report prepared by _____, dated _____;
4. Building Space Program prepared by _____, dated _____;
5. Basis of Design Report prepared by _____, dated _____;
6. Conceptual, Schematic, or Design Development Drawings prepared by _____, dated _____;
7. Project Manual, including but not limited to, General Conditions (Section 00700), Supplementary Conditions (Section 00800), Proposal Requirements, Contract Forms, General Requirements, and Technical Specifications, prepared by County of Los Angeles, dated _____;
8. CEQA/NEPA Environmental Document prepared by _____, dated _____;
9. Geotechnical Report prepared by _____, dated _____;
10. Alta/Topographic Survey prepared by _____, dated _____;
11. Hazardous Materials Survey Report prepared by _____, dated _____;
12. **[NOTE TO CONTRACT ADMINISTRATOR AND PM - ADD ANY ADDITIONAL TECHNICAL REPORTS AND STUDIES AS DETERMINED BY PM]**

ATTACHMENT C TO DESIGN BUILD AGREEMENT

SCHEDULE OF HOURLY RATES FOR DESIGN-RELATED SERVICES

GENERIC

ATTACHMENT D TO DESIGN BUILD AGREEMENT

UNIT PRICES

GENERIC

SECTION 00610
BOND FOR FAITHFUL PERFORMANCE

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Design-Builder, 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 subcontracts, purchase orders and other obligations.

WITNESS our hands this _____ day of _____, 20

DESIGN-BUILDER

President

Secretary

Surety

Attorney-in-Fact

APPROVED AS TO FORM:

ANDREA S. ORDIN
County Counsel

By _____
Deputy

SECTION 00620
PAYMENT BOND FOR LABOR AND MATERIALS

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Design-Builder, 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 Design-Builder in said CONTRACT, or principal's Subcontractor, fails to pay any of the persons referred to in Section 3181 of the Civil Code of the State of California for labor performed, skills or other necessary services bestowed, site improvement made, equipment leased, or appliances, equipment, implements, machinery, materials, power, provender, provisions, teams, or trucks furnished or used in, upon, or about the performance of this work contracted to be done, or for amounts due under the Unemployment Insurance Code with respect to work or labor performed by such claimant, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Design-Builder and Subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, said surety shall pay for the same in an amount not exceeding the sum specified above, and if suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court. This bond is executed pursuant to Chapter 7 of Division 3, Part 4, Title 15 of the Civil Code of the State of California, and shall inure to the benefit of any of the persons referred to in said Civil Code Section 3181, as it now exists or may hereafter be amended, so as to give a right of action to such persons or their assigns in any suit brought upon 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

DESIGN-BUILDER

President

Secretary

Surety

Attorney-in-Fact

APPROVED AS TO FORM:

ANDREA S. ORDIN
County Counsel

By _____
Deputy

SECTION 00700
GENERAL CONDITIONS

TABLE OF CONTENTS

ARTICLE 1	GENERAL CONTRACT PROVISIONS
1.1	MUTUAL OBLIGATIONS
1.2	BASIC DEFINITIONS
1.3	CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE
1.4	REPRESENTATIVES
1.5	INTERPRETATION OF DOCUMENTS BY DIRECTOR
1.6	ERRORS OR OMISSIONS
1.7	EQUALS AND PRODUCT SUBSTITUTIONS
ARTICLE 2	DESIGN-BUILDER'S SERVICES AND RESPONSIBILITIES
2.1	REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY DESIGN-BUILDER; SINGLE POINT RESPONSIBILITY OF DESIGN-BUILDER
2.2	RESPONSIBILITIES OF DESIGN-BUILDER'S PROJECT MANAGER
2.3	DESIGN, SUPERVISION, AND CONSTRUCTION PROCEDURES
2.4	LABOR
2.5	CONSTRUCTION EQUIPMENT
2.6	TAXES
2.7	APPLICABLE CODE REQUIREMENTS
2.8	DESIGN AND CONSTRUCTION DOCUMENTS; AND CONSISTENCY WITH COUNTY'S APPROVED ENVIRONMENTAL DOCUMENT
2.9	NOTICE OF LABOR DISPUTE
2.10	SCHEDULES REQUIRED OF DESIGN-BUILDER
2.11	ACCESS TO WORK BY COUNTY
2.12	LIABILITY FOR RISK OF LOSS AND REPAIR OF DAMAGED WORK
2.13	CERTIFICATE AS TO COMPLIANCE WITH CERTAIN REGULATIONS
ARTICLE 3	COUNTY'S RESPONSIBILITIES
3.1	COUNTY'S ISSUANCE OF NOTICE-TO-PROCEED
3.2	IMFORMATION PROVIDED BY COUNTY
3.3	ACCESS TO WORK BY DESIGN-BUILDER
3.4	RESPONSIBILITIES DURING DESIGN
3.5	RESPONSIBILITIES DURING CONSTRUCTION
3.6	COUNTY'S RIGHT TO STOP THE WORK
3.7	COUNTY'S RIGHT TO CARRY OUT THE WORK
ARTICLE 4	ADMINISTRATION OF THE CONTRACT BY COUNTY
4.1	ADMINISTRATION OF THE CONTRACT BY COUNTY'S PROJECT MANAGER
4.2	DESIGN-BUILDER CONTRACT AMENDMENT REQUESTS
4.3	APPEALS AND DISPUTES REVIEW BOARD
4.4	RESOLUTION OF CONSTRUCTION CLAIMS
ARTICLE 5	OCCUPANCY, SUBSTANTIAL COMPLETION, AND FINAL COMPLETION
5.1	OCCUPANCY BY THE COUNTY

- 5.2 SUBSTANTIAL COMPLETION
- 5.3 FINAL COMPLETION
- ARTICLE 6 EMPLOYMENT REQUIREMENTS**
 - 6.1 HOURS OF WORK
 - 6.2 SATURDAY, SUNDAY, HOLIDAY, AND OVERTIME WORK
 - 6.3 PREVAILING WAGE SCALE
 - 6.4 EMPLOYMENT OF REGISTERED APPRENTICES
 - 6.5 NON-DISCRIMINATION AND EQUAL OPPORTUNITY
 - 6.6 CERTIFIED PAYROLL RECORDS
 - 6.7 LABOR COMPLIANCE PROGRAM
 - 6.8 AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS
- ARTICLE 7 SUBCONTRACTORS**
 - 7.1 ADVERTISING, SOLICITATION, AND AWARD OF CONSTRUCTION SUBCONTRACTS
 - 7.2 SUBCONTRACTOR OBLIGATIONS AND RESPONSIBILITIES
 - 7.3 CONTINGENT ASSIGNMENT OF SUBCONTRACTS
 - 7.4 ASSIGNMENT OF ENTIRE CONTRACT
- ARTICLE 8 CONSTRUCTION BY COUNTY OR BY OTHER CONTRACTORS**
 - 8.1 COUNTY'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD OTHER CONTRACTS
 - 8.2 DAMAGE TO WORK BY OTHERS
 - 8.3 MUTUAL RESPONSIBILITY
 - 8.4 COUNTY'S RIGHT TO CLEAN UP
- ARTICLE 9 PROJECT PAYMENTS**
 - 9.1 SCHEDULE OF VALUES
 - 9.2 PROGRESS PAYMENTS
 - 9.3 SUBSTITUTION OF SECURITIES FOR RETENTION
 - 9.4 PAYMENT FOR STORED MATERIAL
 - 9.5 FINAL PAYMENT
- ARTICLE 10 CONTRACT TIME**
 - 10.1 COMMENCEMENT OF THE CONTRACT TIME
 - 10.2 PROGRESS AND COMPLETION
 - 10.3 RISK OF DELAY
 - 10.4 TYPES OF DELAY
 - 10.5 CONTRACT ADJUSTMENT FOR DELAY
- ARTICLE 11 SITE CONDITIONS**
 - 11.1 DIFFERING SITE CONDITIONS
 - 11.2 CONCEALED, UNFORESEEN, OR UNKNOWN CONDITIONS OR EVENTS
 - 11.3 UNKNOWN EXISTING UTILITIES
 - 11.4 HAZARDOUS MATERIAL
 - 11.5 USE OF SITE AND CLEAN UP
- ARTICLE 12 CHANGES IN THE WORK**
 - 12.1 WRITTEN CHANGES
 - 12.2 CONSTRUCTIVE CHANGES
 - 12.3 COMPENSATION FOR CHANGES IN THE WORK
- ARTICLE 13 JURISDICTIONAL AGENCY REVIEWS AND APPROVALS**
- ARTICLE 14 INSPECTIONS, PERMITS, TESTS, AND QUALITY**

- 14.1 OBSERVATION
- 14.2 UNCOVERING OF WORK
- 14.3 PERMITS, FEES, AND NOTICES
- 14.4 TESTS
- ARTICLE 15 SAFETY REQUIREMENTS**
 - 15.1 SAFETY PRECAUTIONS AND PROGRAMS
 - 15.2 SAFETY OF PERSONS AND PROPERTY
 - 15.3 EMERGENCIES
- ARTICLE 16 INDEMNIFICATION, BONDS, AND INSURANCE**
 - 16.1 INDEMNIFICATION
 - 16.2 BONDS
 - 16.3 GENERAL INSURANCE REQUIREMENTS
 - 16.4 INSURANCE COVERAGE REQUIREMENTS - TYPES AND LIMITS
- ARTICLE 17 WARRANTY, QUALITY, AND CORRECTION OF DEFECTIVE WORK**
 - 17.1 WARRANTY
 - 17.2 QUALITY OF WORK
 - 17.3 CORRECTION OF DEFECTIVE OR NON-CONFORMING WORK
- ARTICLE 18 SUSPENSION AND/OR TERMINATION OF WORK AND/OR CONTRACT**
 - 18.1 SUSPENSION OF WORK
 - 18.2 TERMINATION FOR CONVENIENCE
 - 18.3 TERMINATION FOR DEFAULT
 - 18.4 TERMINATION FOR IMPROPER CONSIDERATION
- ARTICLE 19 ADDITIONAL REQUIREMENTS**
 - 19.1 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW
 - 19.2 EMPLOYMENT OF LAID-OFF COUNTY EMPLOYEES – SKILLED TRADES AND OTHERS
 - 19.3 CONSIDERATION OF GAIN/GROW PROGRAM PARTICIPANTS FOR EMPLOYMENT
 - 19.4 LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM
 - 19.5 DETERMINATION OF DESIGN-BUILDER RESPONSIBILITY
 - 19.6 DESIGN-BUILDER DEBARMENT
 - 19.7 COMPLIANCE WITH JURY SERVICE PROGRAM
 - 19.8 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULT PROPERTY TAX REDUCTION PROGRAM
 - 19.9 CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT
 - 19.10 REDUCTION OF SOLID WASTE
 - 19.11 DESIGN-BUILDER'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM
 - 19.12 LOBBYING OF COUNTY OFFICIALS
 - 19.13 GRATUITIES
 - 19.14 DESIGN-BUILDER EMPLOYEES
 - 19.15 VENDOR REGISTRATION WITH THE COUNTY OF LOS ANGELES
 - 19.16 COMMUNITY BUSINESS ENTERPRISE (CBE) PARTICIPATION
- ARTICLE 20 LEGAL AND OTHER PROVISIONS**
 - 20.1 GOVERNING LAW
 - 20.2 SUCCESSORS AND ASSIGNS
 - 20.3 PATENTS

- 20.4 OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY RIGHTS
- 20.5 RIGHTS AND REMEDIES
- 20.6 SURVIVAL
- 20.7 SEVERABILITY OF PROVISIONS
- 20.8 COUNTY'S RIGHT TO AUDITS AND RECORDS
- 20.9 NOTICES
- 20.10 TIME OF THE ESSENCE
- 20.11 CONFLICT OF INTEREST
- 20.12 COMPLETE CONTRACT
- 20.13 LIMITATION OF LIABILITY
- 20.14 ANTI-TRUST CLAIMS
- 20.15 COUNTY'S CONTRACTOR PERFORMANCE EVALUATION PROGRAM
- 20.16 WAIVER
- 20.17 ADVERTISING

SECTION 00700

GENERAL CONDITIONS

ARTICLE 1 GENERAL CONTRACT PROVISIONS

1.1 MUTUAL OBLIGATIONS

COUNTY and Design-Builder commit at all times to cooperate fully with each other, and proceed on the basis of trust, good faith, and fair dealing to permit each party to realize the benefits afforded under the CONTRACT.

1.2 BASIC DEFINITIONS

Whenever the following words appear in the CONTRACT Documents, they will be construed to have the following meanings:

- 1.2.1 Acceptance by or Accepted by COUNTY means review by the Director of the document, matter, or item in question for general conformance with the CONTRACT Documents and that Director takes no exception thereto. Acceptance by the COUNTY does not relieve the Design-Builder from any obligations hereunder and Design-Builder remains responsible for the completeness and technical accuracy of the reviewed document or item.
- 1.2.2 Acceptance of the CONTRACT means COUNTY's formal acceptance of the entire Work by the COUNTY of Los Angeles Board of Supervisors or the Director of Public Works, as applicable, after the Design-Builder has achieved Final Completion of the Work in accordance with the requirements of the CONTRACT Documents.
- 1.2.3 Acts of God means only the following occurrences or conditions and effects: earthquakes in excess of a magnitude 3.5 on the Richter Scale and tidal waves, as defined in Public Contract Code Section 7105.
- 1.2.4 Allowance means a specified sum of money identified in the Design-Build Agreement whose use is specified for one or more identified potential purposes as set forth in Article 4 of the Design-Build Agreement. An Allowance is not part of the CONTRACT Sum, and may only be used by the Design-Builder upon full execution of a CONTRACT Amendment that reallocates all or a portion of the Allowance into the CONTRACT Sum. As described in Article 4 of the Design-Build Agreement, any Allowances are encompassed within the Maximum CONTRACT Sum.
- 1.2.5 Applicable Laws means all laws, codes, ordinances, rules and regulations of governmental authorities having jurisdiction over and affecting the Site and the Work.

- 1.2.6 Approved Environmental Document means the environmental document prepared and approved by the COUNTY for the Project pursuant to the California Environmental Quality Act and, if applicable, the National Environmental Protection Act.
- 1.2.7 Architect of Record, Engineer of Record, and/or Architect/Engineer of Record mean the Architect, Engineer, and/or Architect/Engineer of Record, and their authorized representatives, who are part of the legal entity or association constituting the Design-Builder, and are qualified, and licensed and/or registered in their respective professions in the State of California to perform all of the design and design-related services required under the CONTRACT.
- 1.2.8 Base Price Proposal means the total proposed price stated in Design-Builder's Proposal for the base scope of work as defined in the Request for Proposals.
- 1.2.9 Beneficial Occupancy means COUNTY's occupancy or use of the Work, or any applicable portion thereof, in accordance with Article 5.
- 1.2.10 Board of Supervisors means the County of Los Angeles Board of Supervisors.
- 1.2.11 CEQA means the California Environmental Quality Act, Public Resources Code Section 21000 et seq.
- 1.2.12 Certificate of Occupancy means a formal document issued by the COUNTY granting occupancy of the building(s) or structure(s) or portion(s) thereof after inspection and sign-off by the local Fire Department and all other required jurisdictional agencies.
- 1.2.13 Commissioning means a process for achieving, validating, and documenting that the facility and its systems are planned, designed, installed, tested, and capable of being operated and maintained to perform in conformity with the CONTRACT Documents.
- 1.2.14 Construction Documents, when used as a capitalized term, means any drawings and specifications prepared by the Design-Builder that been Accepted by the COUNTY, and have been Jurisdictionally Approved. Any drawings and specifications prepared by the Design-Builder that have not yet been Jurisdictionally Approved, even if they have been approved by the COUNTY, are considered Design Documents as defined herein. Where the term "progress set of construction documents" is used herein, it refers to a set of drawings and specifications that has not yet been Jurisdictionally Approved.
- 1.2.15 CONTRACT means the CONTRACT Documents, which include and are incorporated by reference into the fully-executed Design-Build Agreement, and all CONTRACT Amendments. The terms "CONTRACT" and "CONTRACT Documents" are used interchangeably in the CONTRACT Documents, and they are to be construed as synonymous terms.
- 1.2.16 CONTRACT Amendment means a fully executed amendment to the CONTRACT authorizing a modification, deletion or addition to the CONTRACT, and which may adjust the CONTRACT Sum and/or the CONTRACT Time. A fully executed

CONTRACT Amendment means that the CONTRACT Amendment has been duly signed by both the COUNTY and the Design-Builder, except in the case of a Unilateral CONTRACT Amendment, which shall be considered fully executed when duly signed by the COUNTY and issued by the COUNTY to the Design-Builder.

- 1.2.17 CONTRACT Documents means all those documents referenced in Article 2, CONTRACT Documents; Attachment A, Itemized CONTRACT Documents List; and Attachment B, Itemized Scoping Documents List, of the Design-Build Agreement. The terms "CONTRACT" and "CONTRACT Documents" are used interchangeably in the CONTRACT Documents, and they are to be construed as synonymous terms.
- 1.2.18 CONTRACT Sum means the total amount of compensation to be paid to the Design-Builder for the complete performance of the CONTRACT. The CONTRACT Sum is stated in Article 4.1, CONTRACT Sum, of the Design-Build Agreement and may only be adjusted by CONTRACT Amendment.
- 1.2.19 CONTRACT Time means the total number of Days the Design-Builder has to achieve Substantial Completion of the Work, starting from the date on which the Design-Builder is authorized to commence the Work as set forth in the Notice to Proceed issued by the COUNTY. The CONTRACT Time is stated in Article 5, CONTRACT Time, of the Design-Build Agreement and may only be adjusted by CONTRACT Amendment.
- 1.2.20 Contractor means and refers to the Design-Builder. The terms Contractor and Design-Builder are used interchangeably throughout the CONTRACT Documents, and they are to be construed as synonymous terms, unless explicitly stated otherwise in any specific provision.
- 1.2.21 COUNTY means the County of Los Angeles, California.
- 1.2.22 COUNTY's Project Manager means the employee or consultant authorized by the COUNTY to be its Project representative as more fully set forth in Article 1.4.
- 1.2.23 Day means a calendar day unless explicitly specified otherwise in a specific provision of the CONTRACT Documents.
- 1.2.24 Department means County of Los Angeles Department of Public Works.
- 1.2.25 Design-Build Agreement means the fully-executed document entitled "Design-Build Agreement" (a sample of which document is contained in the Project Manual at Section 00500), which includes and incorporates by reference therein the CONTRACT Documents and all CONTRACT Amendments.
- 1.2.26 Design-Builder means the appropriately-licensed partnership, corporation, association or other legal entity that is required to provide, and is fully liable for the performance of, the construction, architectural, engineering and other services necessary to complete the Work under the CONTRACT. If the Design-Builder is a partnership or association, that is not a legal entity, then Design-Builder means the appropriately-licensed partnership or association whose

partners or association members hereby jointly and severally agree to perform, and to be fully responsible and liable for the performance of, the construction, architectural, engineering and other services necessary to complete the Work under the CONTRACT.

- 1.2.27 Design Documents means any drawings and specifications that have been prepared by Design-Builder and have not yet been Jurisdictionally Approved, which include, without limitation, a progress set of construction documents. At the point that Design Documents are Jurisdictionally Approved, they constitute Construction Documents as defined herein.
- 1.2.28 Director means the Director of the County of Los Angeles Department of Public Works or the Director's authorized representative.
- 1.2.29 Disputes Review Board means and refers to a panel selected by the Director to hear and resolve, or make recommendations to the Director about the resolution of, disputes concerning the interpretation of the CONTRACT Documents and CONTRACT Amendment Requests, which panel is generally composed of three senior staff members from the Department of Public Works.
- 1.2.30 Final Completion means the COUNTY has determined that the Work is fully completed in accordance with the CONTRACT Documents, as set forth more fully in Article 5.3.
- 1.2.31 Jurisdictional Approval or Jurisdictionally Approved means that the Design Documents have been formally approved by the agencies having jurisdiction to enforce applicable codes and regulatory requirements for the Project.
- 1.2.32 Instruments of Service means drawings, specifications, and other documents, including those in electronic form, prepared by Design-Builder or its Subcontractors and Subconsultants for use solely with respect to this Project.
- 1.2.33 Maximum CONTRACT Sum means the CONTRACT Sum plus the amount of all Allowances. The Maximum CONTRACT Sum is stated in Article 4.3, Maximum CONTRACT Sum, of the Design-Build Agreement and may only be adjusted, as applicable, by CONTRACT Amendment as set forth in Article 12.
- 1.2.34 Noncompliance Notice means a sequentially numbered written notice issued by the COUNTY or other jurisdictional agency, to the Design-Builder that defines materials, installations, and/or situations that do not comply with codes or the CONTRACT Documents.
- 1.2.35 Notice-to-Proceed means the written notice given by the COUNTY to the Design-Builder, commencing CONTRACT Time, and authorizing the Design-Builder to begin design and construction, subject only to the specified reviews and acceptances described more fully in Articles 2 and 3.
- 1.2.36 Other(s) means and refers to contractor(s) and person(s) at the Work Site who are not employed by Design-Builder, its Subcontractors, Subconsultants, or material suppliers.

- 1.2.37 Owner means the COUNTY of Los Angeles.
- 1.2.38 Project means the total design, construction, and performance of the Work and all other requirements of the CONTRACT Documents.
- 1.2.39 Project Manual means the manual prepared for the Project, as specifically identified in Article 2, CONTRACT and CONTRACT Documents, of the Design-Build Agreement, which includes, but is not limited to, the Proposal Requirements, Contract Forms, Conditions of the CONTRACT, General Requirements, and all included technical specifications and attachments.
- 1.2.40 Project Schedule means the schedule submitted by the Design-Builder, incorporating the CONTRACT Time as stipulated in the CONTRACT, and any amendments to such submitted schedule, prepared in accordance with Section 01310, Project Schedule, of the Project Manual, and which schedule has been Accepted by the COUNTY.
- 1.2.41 Proposal means the technical and cost Proposal for the Work submitted by the Design-Builder in response to Part B of the COUNTY's Request for Proposals.
- 1.2.42 Record Documents means the final set of drawings and other documents in electronic and hard copy formats into which the Design-Builder has carefully verified and incorporated monthly all as-built conditions on the Site, as set forth more fully in Article 2.8.11.
- 1.2.43 Scoping Documents means the materials that are collectively referred to as Scoping Documents in the Request for Proposals and Attachment B, Itemized Scoping Documents List, of the Design-Build Agreement, which define the Project at that time and may include the design concepts, construction requirements, and performance standards upon which the Design-Builder's Proposal must be based. The Scoping Documents contain contractual requirements defining the Work to be performed by the Design-Builder and may include drawings, project and system narratives, technical specifications, and all obligations that are explicitly required and reasonably inferable from them.
- 1.2.44 Scoping Professional means the architect, engineer, or architect/engineer or their authorized representatives, retained or employed by the COUNTY to develop the Scoping Documents and to review the performance of the Work by the Design-Builder.
- 1.2.45 Site is the land or premises on which the Project is located and comprises the limits within which the COUNTY provides the Design-Builder the right to work, subject to restrictions provided in the CONTRACT Documents.
- 1.2.46 Subcontractor and/or Subconsultant is a party, person, or entity retained by the Design-Builder and/or by a Subcontractor or Subconsultant of the Design-Builder at any tier to perform certain aspects of the Work on behalf of the Design-Builder, including, but not limited to, providing design, management, labor, materials, equipment, and/or services necessary to complete the Work. The Design-Builder

is responsible and liable for any acts or omissions of any of its Subcontractors and/or Subconsultants.

1.2.47 Substantial Completion means that COUNTY has determined in writing that the construction of the Work, or designated portion thereof, 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, as set forth more fully in Article 5.2.

1.2.48 Work means provision and performance of all labor, materials, equipment, tools and services, including professional design and project management services, and performance of all other CONTRACT obligations required of the Design-Builder by the CONTRACT Documents, including any obligations that are reasonably inferable from the CONTRACT Documents. Work shall further include all amendments to the CONTRACT that are reflected in a CONTRACT Amendment.

1.3 CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE

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 shall govern, with the document listed first in the following list having the highest relative order of precedence, the document listed next having the next highest relative order of precedence, and so on, and with document listed last having the lowest relative order of precedence.

- Written CONTRACT Amendments in reverse chronological order.
- Design-Build Agreement
- Record of Negotiations executed by The COUNTY and Design-Builder, which reflects all negotiated changes to the Scoping Documents, occurring up to the award of the CONTRACT.
- Notices to Proposers in reverse chronological order.
- Supplemental Conditions (Section 00800 of Project Manual).
- General Conditions (Section 00700 of Project Manual).
- Project Manual, except for any subcomponent parts listed above.
- Scoping Documents, except for any subcomponent parts listed above.
- Request for Proposals and all attachments, except for any subcomponent parts listed above.
- Design-Build Manual (Design-Builder)
- Jurisdictionally-Approved Construction Documents.
- Design-Builder's Proposal

In the event there is a conflict between or among any provisions within the same component part of the CONTRACT Documents, the higher standard or the more stringent requirement shall govern, as determined by the Director.

1.4 REPRESENTATIVES

1.4.1 COUNTY's Representatives

The Board of Supervisors of the COUNTY has final decision-making authority for the COUNTY relating to this CONTRACT. The Director of Public Works (Director) is the authorized representative of the Board of Supervisors to administer the CONTRACT. Prior to commencement of Work, Director will designate a representative for the Project, known as the COUNTY's Project Manager, having authority and responsibility for the daily management of the Work as set forth in Article 4.

1.4.2 Design-Builder's Representatives

Prior to commencement of Work, the Design-Builder shall designate in writing a representative for the Project to be approved by the Director, who will be known as the Design-Builder's Project Manager and will have authority and responsibility for the overall daily management of the Work on behalf of the Design-Builder as set forth in Article 2. Additionally, the Design-Builder shall designate a State of California licensed architect and/or engineer to be approved by the Director, who will be known as the Design Manager and will have overall responsibility for the design of the Project on behalf of the Design-Builder. The Design-Builder's Project Manager shall be present at the Work Site at all times when Work is in progress at the Site.

1.4.3 Changes in the Representatives

1.4.3.A COUNTY may at any time and from time-to-time, without prior notice to Design-Builder, replace the COUNTY Project Manager with a new COUNTY Project Manager.

1.4.3.B If the Design-Builder proposes to replace the Design-Builder Project Manager or Design Manager or the scope of their respective authority, Design-Builder shall notify the COUNTY in writing ten (10) Days in advance. No such change can be made without the COUNTY's written approval.

1.4.3.C The COUNTY may request at any time, at its discretion, that the Design-Builder replace any representative and the Design-Builder shall comply with that request.

1.5 INTERPRETATION OF DOCUMENTS BY DIRECTOR

1.5.1 The Director, or Director's authorized representative, will interpret the meaning of any part of the CONTRACT Documents about which any question, dispute, or misunderstanding may arise. Should the Design-Builder believe that there is any inconsistency, discrepancy, ambiguity, inaccuracy, or other problem in or between any of the CONTRACT Documents, the Design-Builder shall refer the matter to the Director through the COUNTY's Project Manager as early as possible for a final decision. The Design-Builder shall proceed without delay to continue the Work in question after receipt of the Director's decision. Should the Design-Builder proceed with the Work without referring the matter to, or obtaining resolution from, the Director, Design-Builder does so at Design-Builder's own risk and without recourse to the COUNTY.

1.5.2 Appeal:

If the Design-Builder disagrees with the final decision of the Director or the Director's authorized representative, Design-Builder shall promptly, and within ten (10) Days after receipt of the decision, file a written appeal requesting a hearing before the Disputes Review Board as provided in Article 4.3.

1.5.3 An acceptable appeal by Design-Builder must outline in detail the following:

1.5.3.A Areas and scope of the disagreement with the decision of the Director;
and

1.5.3.B All areas of inconsistency, discrepancy, ambiguity, inaccuracy, or other problem in or between any of the CONTRACT Documents.

1.6 ERRORS OR OMISSIONS

1.6.1 In the event that Design-Builder causes, creates, or contributes to any errors or omissions in the Design-Builder's Design Documents or Construction Documents, Design-Builder shall solely bear all risk and costs associated with such errors or omissions including, without limitation, any increased design, construction, and impact costs.

1.6.2 In the event that, prior to Jurisdictional Approval of the Design-Builder's Design Documents, or any applicable portion thereof, errors or omissions are identified within the COUNTY's Scoping Documents that necessitate revisions to portions of the Design-Builder's Design Documents, the COUNTY will be responsible for such errors or omissions. In such event, the COUNTY and Design-Builder will exercise their best efforts to negotiate modifications to the CONTRACT, if necessary and appropriate, including any adjustments in the CONTRACT Sum and CONTRACT Time, if any, pursuant to Article 12.

1.6.3 The COUNTY and Design-Builder acknowledge and agree that the Design-Builder shall assume, and shall have transferred to it, all liability and responsibility associated with all errors or omissions in the Design Documents, or any applicable portion thereof, at the point that the Design Documents are Jurisdictionally Approved (i.e., at the point that the Design Documents become Construction Documents as defined herein), irrespective of who caused, created, or contributed to any such errors or omissions. In furtherance of, and without limitation of, the foregoing, in the event that, at or after the Design-Builder's Design Documents, or any applicable portion thereof, are Jurisdictionally Approved (i.e., at or after the point that the Design Documents become Construction Documents) any errors or omissions are identified within any portion of the Construction Documents, including any errors or omissions that were a part of, or carried over from, the Scoping Documents, the Design-Builder shall solely bear and assume all risk and costs associated with any such errors or omissions, including, without limitation, performing any corrective work and bearing the costs associated therewith, including design, construction, and impact costs. The sole exception to the said assumption of risk and responsibility by the Design-Builder shall be if it is determined that the Scoping Documents omitted required scope or program and if it was not reasonable for

the Design-Builder to infer from the Scoping Documents that such omitted scope or program should have been considered a part thereof. If it could not be reasonably inferred that there was an omission of scope or program in the Scoping Documents, the COUNTY will be responsible for any such omission of scope and program and its related impact(s).

- 1.6.4 In the event that errors or omissions for which the Design-Builder is responsible pursuant to 1.6.1 or 1.6.3 result in expenses to the COUNTY, those expenses shall be chargeable against the Design-Builder, and COUNTY may deduct such expenses from project payments otherwise due to the Design-Builder. Such costs include, but are not limited to, additional document and design review, testing and inspection, and construction and project management services, including services provided by COUNTY staff.

1.7 EQUALS AND PRODUCT SUBSTITUTIONS

1.7.1 Equals:

- 1.7.1.A Whenever any material, product, apparatus, equipment, or service (collectively "item") is specified or indicated in the Scoping Documents by brand, trade, patent, proprietary name or by the name of the manufacturer, the item so specified or indicated shall be deemed to be followed by the words "or equal", unless specifically indicated to the contrary.
- 1.7.1.B The Design-Builder may submit a request to the COUNTY that an item not specified in the Scoping Documents be considered as an "equal" by the COUNTY. An "equal" is any material, product, apparatus, equipment, or service that has been substantiated and formally Accepted by the County to be equal in all respects to the material, product, apparatus, equipment, or service specified in the Scoping Documents.
- 1.7.1.C If the Design-Builder elects to submit an "or equal" request, the Design-Builder is required to submit such request on the form provided at Section 00440, Equals, of the Project Manual. As part of any request, the Design-Builder 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 Scoping Documents, as described below. The Design-Builder is required to furnish such substantiating data or arrange for any necessary tests to verify the equivalent qualities of the "or equal" item at Design-Builder's sole expense.
- 1.7.1.D The COUNTY, in its sole discretion, shall determine whether the substantiating data demonstrates that a proposed "or equal" item is equal in all respects to the item specified in the Scoping Documents. If the COUNTY determines that the proposed "equal" item has not been substantiated to be equal in all respects, the item specified in the Scoping Documents shall be furnished and/or installed by Design-Builder without modification to CONTRACT Sum or CONTRACT Time.

1.7.1.E 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.

1.7.1.F The Scoping Documents 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 "equal" equipment, products, or systems shall be at the Design-Builder's expense. Design-Builder shall provide a complete and workable application and shall satisfy design criteria and aesthetic values to the sole satisfaction of the COUNTY.

1.7.2 Product Substitutions:

1.7.2.A In the event that any specified material, product, apparatus, equipment, or service is entirely unobtainable, or not obtainable in sufficient quantities or within a reasonable time, the COUNTY may permit the substitution of equal and equivalent materials of other type of manufacture in their place. Before such substitutions can be made, the Design-Builder shall submit a written statement to the COUNTY setting forth in full the reasons why the materials specified are unobtainable and describing in full the materials which it proposes to supply in their place. Substitutions shall not be made until the approval of the COUNTY, in writing, has first been obtained.

ARTICLE 2 DESIGN-BUILDER'S SERVICES AND RESPONSIBILITIES

2.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY DESIGN-BUILDER; SINGLE POINT RESPONSIBILITY OF DESIGN-BUILDER

2.1.1 In addition to the obligations and representations of the Design-Builder provided for in Article 8, Design-Builder's Representations, of the Design-Build Agreement, Design-Builder shall carefully study and compare each of the CONTRACT Documents with each other and with all information furnished by the COUNTY, and shall promptly report in writing to the COUNTY's Project Manager any discrepancies, errors, inconsistencies, or omissions in the CONTRACT Documents or inconsistencies with applicable Code Requirements observed by Design-Builder.

2.1.2 Design-Builder is responsible for the design and construction of the Project and shall provide all services pursuant to this CONTRACT in a manner consistent with the standard of care under California law applicable to those who specialize in providing such services for projects of similar type, scope, and complexity to the Project (including its contracting mode).

2.1.3 Design-Builder shall carefully take field measurements, including location of existing utilities, verify field conditions, and shall compare such field measurements, conditions, and other information known to Design-Builder with the information contained in the CONTRACT Documents before commencing the Work.

- 2.1.4 If Design-Builder becomes aware of any error, inconsistency, or omission associated with any design or construction activity, then Design-Builder shall immediately notify the COUNTY. If Design-Builder fails to do so, Design-Builder shall be responsible for any resultant losses in addition to, and notwithstanding, any liability provisions provided in the CONTRACT.
- 2.1.5 Design-Builder shall be responsible for all plotting, printing, copying, and distribution costs of any and all documents required in connection with the Work. For purposes of COUNTY design and construction document reviews, Design-Builder shall submit six (6) hard copies and one (1) electronic copy of every submittal.
- 2.1.6 Design-Builder's Project Manager will be the point of contact with the COUNTY's Project Manager throughout the design and construction of this Project; however, COUNTY may also require that the Design-Builder's Design Manager participate in any discussions concerning the design of the Project.

2.2 RESPONSIBILITIES OF DESIGN-BUILDER'S PROJECT MANAGER

The Design-Builder's Project Manager shall give personal attention and supervision to the Work until it is entirely completed. The Design-Builder's Project Manager shall be competent to manage, superintend and direct the progress of the Work, and shall be authorized to receive instructions and to act for the Design-Builder on all matters related to the Work.

2.3 DESIGN, SUPERVISION, AND CONSTRUCTION PROCEDURES

- 2.3.1 Design-Builder shall supervise, coordinate, and direct the Work using Design-Builder's best skill and attention. Design-Builder shall be solely responsible for, and have control over, the entire design effort, construction means, methods, techniques, sequences, procedures, and the coordination of all portions of the Work.
- 2.3.2 Design-Builder will participate in the design reviews and regularly-scheduled design or progress meetings set forth in Article 3.
- 2.3.3 At the County's request, the Design-Builder will submit to the COUNTY its internal requests for information, requests for consideration of equals or product substitutions, requests for quotations/proposals, change orders, contract amendments, submittals, and related documents to be reviewed by the COUNTY. Such documents will be reviewed and commented on at the COUNTY's discretion.
- 2.3.4 Design-Builder shall be responsible to COUNTY for acts and omissions of Design-Builder's agents, employees, Subconsultants, and Subcontractors of any tier, and their respective agents and employees.
- 2.3.5 Design-Builder shall not be relieved of its obligation to perform the Work in accordance with the CONTRACT Documents either by acts or omissions of COUNTY or COUNTY's Project Manager in the administration of the

CONTRACT, or by tests, inspections, or approvals required or performed by persons or firms other than Design-Builder.

- 2.3.6 Design-Builder shall be responsible for inspection of all portions of the Work, including those portions already performed under the CONTRACT, to determine that such portions conform to the requirements of the CONTRACT Documents and are ready to receive subsequent Work.
- 2.3.7 To facilitate the COUNTY's communications and management of the entire design and construction process, the Design-Builder shall make its management staff immediately available to the COUNTY throughout the design and construction of the Project.
- 2.3.8 Design-Builder shall at all times participate in, and implement, the CEQA mitigation and monitoring program as required by the CONTRACT Documents.
- 2.3.9 Design-Builder shall be fully responsible for coordinating and obtaining all necessary jurisdictional agency approvals for the project.
- 2.3.10 The Design-Builder shall be responsible for all survey and layout operations including, but not limited to, the following:
 - 2.3.10.A Employ an independent, state of California licensed Land Surveyor or registered civil engineer licensed to practice surveying to establish horizontal and vertical control points, establish property lines and other required staking.
 - 2.3.10.B Locate elevations of all improvements, establish control points and bench marks adequate for the use of all trades so that all parts of the work are within the specified and indicated tolerances.
 - 2.3.10.C As the work proceeds, verify all grades, lines, and dimensions indicated on the drawings, and report errors and inconsistencies to the Architect in writing. Do not proceed until errors and inconsistencies are corrected.
 - 2.3.10.D Maintain staking as required by construction progress and maintain construction progress and maintain control points and benchmarks until final completion of the project.

2.4 LABOR

- 2.4.1 Unless otherwise provided in the CONTRACT Documents, Design-Builder shall provide and pay for all labor, licenses, professional services, and other services required to complete the Work.
- 2.4.2 Design-Builder agrees to employ only orderly and competent workers, skillful in the performance of the Work required under the CONTRACT. Whenever the COUNTY informs the Design-Builder in writing that any worker on the Site is careless, uncooperative, incompetent, or disorderly, such worker shall be

discharged from the Work and shall not again be employed on the Work without the COUNTY's prior written consent.

2.4.3 Design-Builder shall give adequate attention to the faithful prosecution and completion of the Work and shall keep on the Site at all times during Project's progress, competent superintendent personnel, and any necessary assistants to supervise and direct the Work. Grounds for COUNTY's request for removal of Design-Builder superintendent personnel specifically include (but are not limited to) the failure or refusal of such personnel to adhere to the Design-Builder's planned Project Schedule as developed by the Design-Builder under Section 01310, Project Schedule, of the Project Manual, and to control the workers on the Site.

2.4.4 Employees or other workers of Design-Builder are not, nor shall they be deemed for any purposes to be, employees of the COUNTY, and shall not be entitled to any rights, benefits, or privileges of COUNTY employees.

2.5 CONSTRUCTION EQUIPMENT

The Design-Builder shall furnish and maintain all equipment such as stairs, ramps, runways, scaffolds, hoists, etc., required for the proper execution of the Work in safe and good working condition while on the Project Site. All such equipment and construction shall meet all requirements of all ordinances and laws applicable thereto.

2.6 TAXES

Design-Builder shall pay all sales, consumer, use, income, payroll, and similar taxes for the Work or portions thereof as required by any governing authority for services provided by the Design-Builder.

2.7 APPLICABLE CODE REQUIREMENTS

2.7.1 Design-Builder shall perform the Work in accordance with applicable Federal, State, and local codes and other legal requirements and all code requirements listed in the CONTRACT Documents including, but not limited to, the following:

2.7.1.A All laws, statutes, applicable building codes, ordinances, rules, regulations, and lawful orders of all public authorities having jurisdiction over COUNTY, Design-Builder, any Subcontractor or Subconsultant of any tier, the Project, the Site, the Work, or the prosecution of the Work.

2.7.1.B Applicable sections of the State of California Labor Code.

2.7.1.C Applicable code requirements relating to nondiscrimination, payment of prevailing wages, payroll records, apprentices, and work day.

2.7.2 Design-Builder shall comply with and give notices required by all applicable code requirements, including all environmental laws and all notice requirements under the State of California Safe Drinking Water and Enforcement Act of 1986 (State of California Health and Safety Code Section 25249.5, and applicable sections that follow). Design-Builder shall promptly notify COUNTY's Project Manager in

writing if Design-Builder becomes aware during the performance of the Work that the CONTRACT Documents are at variance with applicable code requirements.

2.7.3 The Design-Builder shall furnish and maintain on the Site at least one copy of applicable codes required by the CONTRACT Documents or shall have immediate Internet access to them on the Site.

2.7.4 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 Design-Builder shall, when so required, deliver to the COUNTY an affidavit or certificate in triplicate signed by the manufacturer or supplier that the material furnished conforms to the specifications or standards stated. When tests are required, the results of such tests shall be made available to the COUNTY's Project Manager.

2.7.5 References to the "Building Code" are to the latest edition of the applicable Building Code, including any amendments thereto, unless otherwise indicated in the CONTRACT Documents.

2.8 DESIGN DOCUMENTS AND CONSTRUCTION DOCUMENTS; AND CONSISTENCY WITH COUNTY'S APPROVED ENVIRONMENTAL DOCUMENT

2.8.1 The Design-Builder shall commence the Work on the date specified in the Notice to Proceed issued by the COUNTY. The Design Documents and Construction Documents prepared by Design-Builder shall provide information customary for projects of similar size, complexity, and quality and shall:

2.8.1.A Include all information and details necessary to meet all requirements of the Scoping Documents and to completely define the construction of the Work.

2.8.1.B Include all information and details required to obtain approval from the appropriate agencies having jurisdiction over the Project.

2.8.1.C Include all necessary information required by the building trades to complete the construction of the Project.

2.8.2 Shop drawings shall be produced by the Design-Builder as required to maintain the Project Schedule.

2.8.3 The Design Documents and Construction Documents shall comply with the requirements of, and be consistent with the intent of, the Scoping Documents. In the event the Design Documents deviate from the requirements or intent of the Scoping Documents, the Design-Builder must obtain prior written approval of the COUNTY for such deviations. Any changes to the Scoping Documents shall be effected through a CONTRACT Amendment. Any errors, omissions, or other impacts that result from the Design-Builder's failure to comply with any provision or requirement of the Scoping Documents shall be the responsibility of the Design-Builder.

- 2.8.4 The Design-Builder will ensure that the Project is designed and implemented in a manner consistent with the COUNTY's Approved Environmental Document. As part of each Design Document submittal by the Design-Builder to the COUNTY, Design-Builder shall indicate in writing that the Design Documents are consistent with the COUNTY's Approved Environmental Document, or shall indicate in writing all ways in which the Design Documents are not consistent with the COUNTY's Approved Environmental Document. To the extent that the COUNTY determines at any time that the Design Documents or implementation of the Project by the Design-Builder are inconsistent with the COUNTY's Approved Environmental Document, the COUNTY shall not be responsible for any costs incurred by the Design-Builder associated with, and the Design-Builder waives any claims of any kind related to or arising from, delay in the performance or completion of the Work as a result of the COUNTY needing to prepare and approve additional environmental documentation under the California Environmental Quality Act (CEQA) or other applicable law. In the event that the COUNTY needs to prepare additional environmental documentation, the Design-Builder shall fully cooperate and assist the COUNTY as necessary in such effort at no additional cost to the COUNTY.
- 2.8.5 The Design-Builder shall submit complete packages of the Design Documents for review by the COUNTY and appropriate jurisdictional agencies, if any, at the times indicated in the Project Schedule and as required to accomplish the Work in compliance with the CONTRACT Documents.
- 2.8.6 It is acknowledged by the parties hereto that inherent in a Design-Build project delivery model, the production and review of Design Documents may be a continuing process with portions thereof completed at different times. The Design-Builder may pursue approval from the COUNTY and jurisdictional agencies of the Design Documents for a portion of the Work ("package") to allow construction to proceed on that portion of the Work prior to completion of the Design Documents for the entire Work. The Design-Builder shall ensure that the packages are limited to a reasonable number, which number is subject to the discretion of the COUNTY and agencies having jurisdiction over the Project, as applicable.
- 2.8.7 Should the Design-Builder proceed with a phased design, permitting, and construction process, the Design-Builder shall be responsible for any errors resulting from improper coordination, including areas for which the Design-Builder has not yet attained Jurisdictional Approval. In such event, the Design-Builder will be responsible for errors in areas, or with systems depicted in the Design Documents, for which the Design-Builder's construction has impacted the opportunity for resolution.
- 2.8.8 The Design-Builder shall proactively schedule meetings with the COUNTY to review the Design Document packages so as not to delay the Work.
- 2.8.9 After reviewing the Design Document packages for conformance to the Scoping Documents, the COUNTY will advise the Design Builder of any areas in which COUNTY, as applicable, has determined that the Design Documents do not reflect the intent and requirements of the Scoping Documents. The COUNTY's review of the Design Documents shall be conducted in accordance with the

procedures set forth in Article 3.4.2. Such reviews by the COUNTY are not approvals and shall in no way relieve the Design-Builder from its responsibilities under the CONTRACT, including, without limitation, its responsibilities for competent design and construction of the Work, nor shall such reviews be deemed a waiver of COUNTY's right to require the Design Builder to satisfy all CONTRACT requirements.

2.8.10 The Design Documents, if required for hazardous and/or toxic abatement efforts and demolition activity, shall be of sufficient clarity and shall be fully detailed when submitted to the COUNTY for review.

2.8.11 Technical Reports

2.8.11.A When the COUNTY has provided the Design-Builder with technical report(s), the Work shall comply with the recommendations included in the report(s).

2.8.11.B The topographic survey, when provided to the Design-Builder, will be for information only. The elevations and information contained therein have not been verified by the COUNTY. The Design-Builder is responsible for verifying the information included therein.

2.8.11.C The Design-Builder shall verify the location, alignment, and depth (elevation) of all existing utilities and services before starting the Work.

2.8.12 Record Documents

2.8.12.A As a condition for Final Completion, Design-Builder shall submit a set of the Record Documents to COUNTY's Project Manager in electronic and reproducible hard copy format. Record Documents are a set of Construction Documents and other documents into which the Design-Builder has carefully verified and incorporated, on a monthly basis, all as-built conditions on the Site.

2.8.12.B The electronic files of the Record Documents shall be provided in both PDF and AutoCAD format. The hard copy of the Record Documents shall be provided in a reproducible format. In addition, an index in an electronic format such as spreadsheet or data base shall be provided listing all the Record Documents.

2.8.12.C The Record Documents shall show all changes made during construction based upon the Design-Builder's records of all the as-built drawings and specifications. Each document and drawing sheet shall be prominently marked "Record Document." These documents shall be property of the COUNTY.

2.8.12.D Additional Record Document requirements are given in Section 01720, Project Record Documents, of the Project manual.

2.9 NOTICES OF LABOR DISPUTE

- 2.9.1 If Design-Builder has knowledge that any actual or potential labor dispute is delaying, or threatens to delay, the timely performance of the Work, Design-Builder shall immediately give notice thereof, including all relevant information, to the COUNTY.
- 2.9.2 Design-Builder agrees to insert the substance of this Article "Notice of Labor Dispute", in any subcontract to which a labor dispute may delay the timely performance of the Work, except that each subcontract shall provide that in the event its timely performance is delayed or threatened by delay by any actual or potential labor dispute, the subcontractor shall immediately notify the next higher tier subcontractor or the Design-Builder, as the case may be, of all relevant information concerning the dispute.

2.10 SCHEDULES REQUIRED OF DESIGN-BUILDER

- 2.10.1 Design-Builder shall submit to COUNTY's Project Manager an initial Project Schedule in accordance with the requirements of Section 01310, Project Schedule, of the Project Manual. COUNTY's Project Manager will determine the acceptability of the Project Schedule. At a minimum, the Project Schedule must meet any milestone and other scheduling requirements specified in the Scoping Documents and must meet the timing requirements set forth in Article 5, CONTRACT Time, of the Design-Build Agreement, including, but not limited to, achieving Substantial Completion within the indicated CONTRACT Time.
- 2.10.2 If a Project Schedule indicating that the Work will be completed in less than the CONTRACT Time is Accepted, the Design-Builder shall not be entitled to extensions of the CONTRACT Time for Excusable Delays, Compensable Delays, or Concurrent Delays, and shall not be entitled to adjustments of the CONTRACT Sum for Compensable Delays, until such delays extend the date of Substantial Completion of the Work beyond the exhaustion of the CONTRACT Time.
- 2.10.3 Updated Schedules: Design-Builder shall provide an updated schedule with its monthly request for payment. Each such schedule shall include a narrative report defining problem areas, anticipated delays, and their impact on the schedule, and the corrective action that will be taken by the Design-Builder and its effect. Submission of an updated monthly schedule that is Accepted by the COUNTY is a condition precedent to Design-Builder's entitlement to monthly payment.

2.11 ACCESS TO WORK BY COUNTY

The COUNTY and its authorized employees, representatives, and consultants will at all times have access to the Work whenever it is in preparation or progress. Design-Builder shall provide safe and proper facilities for such access and for inspection.

2.12 LIABILITY FOR RISK OF LOSS AND REPAIR OF DAMAGED WORK

- 2.12.1 Design-Builder shall be liable for any and all damages and losses to the Project (whether by fire, theft, vandalism, earthquake, flood, or otherwise) except by Acts

of God, as defined in Public Contract Code Section 7105, prior to COUNTY's determination of Substantial Completion of the Project.

2.12.2 Design-Builder shall promptly repair and replace any Work or materials damaged or destroyed for which the Design-Builder is liable.

2.12.3 All portions of the Work that may be damaged by accident or in the course of or on account of the execution of the Work, or by reason of any other cause whatsoever during the progress of the Work, shall be carefully and neatly repaired or reconstructed by the Design-Builder and the whole left in first class condition and turned over to the COUNTY ready for use.

2.12.4 Should any part of the Work of this CONTRACT be cut into or damaged by other contractors, the Design-Builder and the party causing such damage shall make adjustments between themselves relative to reconstruction or repairs and payment for same.

2.13 CERTIFICATE AS TO COMPLIANCE WITH CERTAIN REGULATIONS

The Design-Builder shall file with the Director, prior to the Acceptance of the CONTRACT, a certificate in form, substantially as follows, on letterhead stationery clearly identifying the Design-Builder and the contract number assigned to this CONTRACT:

I (We) hereby certify that all Work has been performed and that all materials have been supplied in accordance with the CONTRACT Documents for the above Work, and that:

1. Not less than the prevailing rates of wages as ascertained by the Director has been paid to laborers, workers, and mechanics employed on this Work.
2. There has 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 through 4114, inclusive, of the Public Contract Code.

(Signed) _____
Design-Builder

ARTICLE 3 COUNTY'S RESPONSIBILITIES

3.1 COUNTY'S ISSUANCE OF NOTICE-TO-PROCEED

Within a reasonable period of time after full execution of the Design-Build Agreement, the COUNTY will issue a Notice-to-Proceed to the Design-Builder, which specifies, at a minimum, the date that the CONTRACT Time commences.

3.2 INFORMATION PROVIDED BY COUNTY

The COUNTY may provide to the Design-Builder certain documents identified as being for information only. Information contained in such documents may be used by the Design-Builder in performing the Work at Design-Builder's discretion and subject to its own verification. The Design-Builder shall bear the risk of relying on any such information, and COUNTY shall have no liability in connection therewith.

3.3 ACCESS TO WORK BY DESIGN-BUILDER

COUNTY will provide, as reasonably required by the Work, and not later than the date designated in the Notice to Proceed, access to the lands and facilities upon which the construction Work is to be performed, including such access to other lands and facilities designated in the CONTRACT Documents for use by Design-Builder.

3.4 RESPONSIBILITIES DURING DESIGN

3.4.1 COUNTY will reasonably endeavor to provide available information concerning the Project requested by Design-Builder. Regularly-scheduled design or progress meetings with appropriate COUNTY representatives will be provided as a standing forum for discussion of design issues and decisions.

3.4.2 COUNTY will review Design-Builder's Design Documents for conformance to the Scoping Documents, including any written amendments thereto, at the following intervals: schematic design, design development, fifty percent (50%) progress set of construction documents, ninety percent (90%) progress set of construction documents (plan check submittal), and at one hundred percent (100%) progress set of construction documents (permit submittal), unless otherwise specified.

The COUNTY's review or Acceptance of any Design Documents or Construction Documents shall not be deemed to transfer any liability from the Design-Builder to COUNTY. Design-Builder shall retain responsibility and liability associated with Design-Builder's preparation of such documents including, without limitation, liability resulting from errors or omissions.

3.4.3 COUNTY will provide reasonable assistance in seeking responsive resolution to Project issues, and in obtaining Project permit reviews from jurisdictional agencies and others, as required.

3.5 RESPONSIBILITIES DURING CONSTRUCTION

3.5.1 If the COUNTY becomes aware of any error, omission, or failure by Design-Builder associated with the Design Documents or the Construction Documents, or any fault or defect in the Work, the COUNTY will give written notice thereof to Design-Builder. Design-Builder will remain responsible for correcting any such error, omission, failure, fault, or defect at its sole cost and expense.

3.5.2 The COUNTY will not communicate with any of the Design-Builder's Subcontractors, or Subconsultants, except through the Design-Builder's Project Manager, or in the presence of the Design-Builder's Project Manager. The

COUNTY has no contractual relationship with, or obligation to, the Design-Builder's Subcontractors or Subconsultants.

- 3.5.3 COUNTY maintains the right to review key shop drawings.
- 3.5.4 COUNTY maintains the right to review internal documents generated between the Design-Builder and its Subconsultants and Subcontractors including, without limitation, requests for information, requests for quotations/proposals, change orders, contract amendments, submittals, and related documents.
- 3.5.5 COUNTY will respond to requests for information, CONTRACT Amendment requests or other communications directed to COUNTY for review and approval during construction.
- 3.5.6 COUNTY will coordinate with Design-Builder for scheduling of building systems/equipment training given by the Design-Builder and for completion of the required commissioning program in a timely manner consistent with the Project Schedule.

3.6 COUNTY'S RIGHT TO STOP THE WORK

If Design-Builder fails to correct defective Work as required by Article 17 or fails to perform the Work in accordance with the CONTRACT Documents, the COUNTY or COUNTY's Project Manager may direct the Design-Builder to stop the Work, or any portion thereof, until the cause for such order has been eliminated or corrected by Design-Builder to the satisfaction of COUNTY. The Design-Builder shall not be entitled to any adjustment of CONTRACT Time or CONTRACT Sum as a result of any such order. The COUNTY and COUNTY's Project Manager have no duty or responsibility to the Design-Builder or any other party to exercise the right to stop the Work.

3.7 COUNTY'S RIGHT TO CARRY OUT THE WORK

If Design-Builder fails to carry out the Work in accordance with the CONTRACT Documents, fails to provide sufficient labor, materials, equipment, tools, or services, with respect to either the design or construction phases, fails to maintain the Project Schedule, or otherwise fails to comply with any material term of the CONTRACT Documents, and after receipt of written notice from COUNTY, fails within 5 Days, excluding Saturdays, Sundays, and legal holidays, or within such additional time as the COUNTY may specify, to correct such failure, the COUNTY may, without prejudice to other remedies COUNTY may have, correct such failure at Design-Builder's expense. In such case, the COUNTY will be entitled to deduct from payments then or thereafter due to the Design-Builder, the cost of correcting such failure, including, without limitation compensation for the additional services and expenses of COUNTY's consultants made necessary thereby. If payments then or thereafter due Design-Builder are not sufficient to cover such amounts, Design-Builder shall pay the additional amount to COUNTY.

ARTICLE 4 ADMINISTRATION OF THE CONTRACT BY COUNTY

4.1 ADMINISTRATION OF THE CONTRACT BY COUNTY'S PROJECT MANAGER

- 4.1.1 The COUNTY's Project Manager will provide administration of the CONTRACT as provided in the CONTRACT Documents. The COUNTY's Project Manager

will have authority to act on behalf of the COUNTY only to the extent provided in the CONTRACT Documents. The Design-Builder shall not be entitled to rely on directions (nor shall it be required to follow the directions) from anyone outside the scope of that person's authority as set forth in written authorization pursuant to this CONTRACT. Directions and decisions made by the COUNTY's Project Manager within his/her express authority may be relied on by the Design-Builder.

- 4.1.2 During the term of this CONTRACT, the COUNTY's Project Manager shall have the right to review the Design-Builder's Design Documents at such intervals as deemed appropriate by the COUNTY's Project Manager. However, reviews will not result in any form of approval of Design Documents. No actions taken during such review or Site visit by the COUNTY's Project Manager shall relieve the Design-Builder of any of the obligations of the Design-Builder for the design and construction of this Project.
- 4.1.3 The COUNTY's Project Manager will not have control over, will not be in charge of, and will not be responsible for design or construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely Design-Builder's responsibility.
- 4.1.4 Except as otherwise provided in the CONTRACT Documents or when direct communications have been specifically authorized, the COUNTY and Design-Builder shall communicate through the COUNTY's Project Manager.
- 4.1.5 The COUNTY's Project Manager will have the authority to reject the Work, or any portion thereof, which does not conform to the CONTRACT Documents. The COUNTY's Project Manager will have the authority to stop the Work, or any portion thereof, whenever the COUNTY's Project Manager considers it necessary or advisable, for implementation of the intent of the CONTRACT Documents. The COUNTY's Project Manager will have the authority to require additional inspection or testing of the Work in accordance with the CONTRACT Documents, whether or not such Work is fabricated, installed, or completed.
- 4.1.6 The COUNTY's Project Manager will have the authority to conduct inspections as provided in the CONTRACT Documents; to agree to Beneficial Occupancy; to determine the dates of Substantial Completion and Final Completion; to receive for review and approval any records, written warranties, and related documents required by the CONTRACT Documents at Final Completion and assembled by Design-Builder; and to recommend a final payment upon Design-Builder's compliance with the requirements of the CONTRACT Documents, subject to any appropriate withholdings and deductions.
- 4.1.7 The COUNTY's Project Manager will be, in the first instance, the interpreter of the requirements of the CONTRACT Documents and the judge of performance thereunder by the Design-Builder.

4.2 DESIGN-BUILDER CONTRACT AMENDMENT REQUESTS

- 4.2.1 Design-Builder may request an adjustment to the CONTRACT Sum and/or CONTRACT Time for changed Work, materially differing Site conditions, or COUNTY-caused delays to Substantial Completion of the Work.

- 4.2.2 Design-Builder must satisfy the following conditions precedent in order to seek an adjustment to the CONTRACT Sum and/or CONTRACT Time.
 - 4.2.2.A Timely submission of a CONTRACT Amendment request that meets the requirements of Articles 4.2.3; and
 - 4.2.2.B If requested, timely submission of additional information requested by the COUNTY's Project Manager pursuant to Article 4.2.3.
- 4.2.3 CONTRACT Amendment Request:
 - 4.2.3.A A CONTRACT Amendment request will be deemed timely submitted only if it is submitted within 14 Days of the date the Design-Builder discovers, or reasonably should discover the circumstances giving rise to the CONTRACT Amendment request, unless additional time is allowed in writing by COUNTY's Project Manager for submission of the CONTRACT Amendment request.
 - 4.2.3.B A CONTRACT Amendment request must state that it is a CONTRACT Amendment request, state and justify the reason for the request, and specify the amount of any requested adjustment to the CONTRACT Sum and/or CONTRACT Time. If the Design-Builder requests an adjustment to the CONTRACT Sum, the Design-Builder shall submit the following with the CONTRACT Amendment request:
 - 4.2.3.B.i A completed cost proposal meeting the requirements of Article 12.3; or
 - 4.2.3.B.ii A partial cost proposal and a statement identifying what required information is not then known to Design-Builder. If Design-Builder fails to submit a completed cost proposal with the CONTRACT Amendment request, Design-Builder shall submit a completed cost proposal meeting the requirements of Article 12.3 within 14 Days of the date the Design-Builder submitted the CONTRACT Amendment request unless additional time is allowed by the COUNTY's Project Manager.
 - 4.2.3.C Upon request of COUNTY's Project Manager, Design-Builder shall submit such additional information as may be requested by COUNTY's Project Manager for the purpose of evaluating the CONTRACT Amendment request. Such additional information may include:
 - 4.2.3.C.i If Design-Builder seeks an adjustment of the CONTRACT Sum, actual cost records for any changed or extra work (including without limitation, payroll records, material, and rental invoices and the like), shall be submitted by the deadline established by the COUNTY's Project Manager, who may require such actual cost records to be submitted on a daily basis.

- 4.2.3.C.ii If Design-Builder seeks an adjustment of the CONTRACT Time, written documentation demonstrating Design-Builder's entitlement to a time extension under Article 10, which shall be submitted within 14 Days of the date of the request unless the COUNTY's Project Manager requires an earlier submission.
 - 4.2.3.C.iii If Design-Builder seeks an adjustment of the CONTRACT Sum for delay, written documentation demonstrating Design-Builder's entitlement to such an adjustment under Articles 10 and 12, which shall be submitted within 14 Days of the date of the request.
 - 4.2.3.C.iv Any other information requested by the COUNTY's Project Manager for the purpose of evaluating the CONTRACT Amendment request, which shall be submitted by the deadline established by the COUNTY's Project Manager.
- 4.2.4 COUNTY's Project Manager will make a decision on a CONTRACT Amendment request within a reasonable time, after receipt of a CONTRACT Amendment request. If COUNTY's Project Manager issues a decision denying a CONTRACT Amendment request in whole or in part, Design-Builder may contest the decision by filing a timely Appeal under the procedures specified in Article 4.3.
- 4.2.5 Design-Builder may file a written demand for a decision by COUNTY's Project Manager on all or part of any CONTRACT Amendment request as to which the COUNTY's Project Manager has not previously issued a decision pursuant to Article 4.2.4; such written demand may not be made earlier than the 30th Day after submission of the CONTRACT Amendment request. Within 15 Days of receipt of the demand, COUNTY's Project Manager will issue a decision on the CONTRACT Amendment request. The COUNTY's Project Manager's failure to issue a decision within the 15-Day period shall be deemed as the issuance, on the last day of the 15-Day period, of a decision to deny the CONTRACT Amendment request in its entirety.

4.3 APPEALS AND DISPUTES REVIEW BOARD

- 4.3.1 If the Design-Builder disputes the COUNTY's decision under Article 4.2 or under Article 1.5, it shall promptly, and within ten (10) Days after receipt of the decision, make an appeal by filing a written request for a hearing before the Disputes Review Board as provided herein. Such written request shall outline in detail the areas and scope of the Design-Builder's disagreement with the decision. The Design-Builder shall continue with the Work, maintaining accurate and complete records of all cost and time impacts related to the Work involved in the disputed decision. These records shall be filed with the Director in a timely manner as the Work progresses.
- 4.3.2 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 or require additional information prior to the hearing.

4.3.3 The Disputes Review Board is selected by the Director and is generally composed of three senior staff members from the Department of Public Works. The Board will convene to hear all matters related to the dispute at its earliest convenience after receipt of the appeal.

4.3.4 The hearing will be informal and formal rules of evidence will not apply. The Disputes Review Board will exercise its best efforts to submit a recommendation to the Director within two weeks following conclusion of the hearing. The Director will provide notice of a decision, including any conditions or limitations thereto, to the Design-Builder within a reasonable period of time. In the event of any litigation arising out of any disputes that are subject to the Disputes Review Board process, any findings, recommendations, or decisions by the Disputes Review Board or the Director shall be inadmissible in such litigation.

4.4 RESOLUTION OF CONSTRUCTION CLAIMS

4.4.1 The provision of Public Contract Code Section 20104 et seq. relating to the resolution of construction claims of three hundred seventy-five thousand dollars (\$375,000) or less which arises between a Contractor and a local agency are hereby incorporated in this CONTRACT.

ARTICLE 5 OCCUPANCY, SUBSTANTIAL COMPLETION, AND FINAL COMPLETION

5.1 OCCUPANCY BY THE COUNTY

5.1.1 The Design-Builder, Design-Builder's employees, and Design-Builder's 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.

5.1.2 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 Design-Builder 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 Design-Builder 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.

5.1.3 While the COUNTY has such possession or use, the Design-Builder 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 Design-Builder, an adjustment may be made in the CONTRACT Sum or the CONTRACT Time, under the applicable scheduling and cost provisions of this CONTRACT.

5.2 SUBSTANTIAL COMPLETION

- 5.2.1 Substantial Completion means the COUNTY has determined in writing that the construction of the Work, or a designated portion thereof, is complete and in accordance with the CONTRACT Documents except only for completion of minor items so the COUNTY is able to occupy and fully utilize the Work, or a designated portion thereof, for its intended purpose and a Certificate of Occupancy has been issued.
- 5.2.2 When the Design-Builder considers that the Work, or designated portion thereof as set forth in the CONTRACT Documents, is substantially complete as defined above, the Design-Builder shall prepare for submission to the COUNTY a list of items to be completed or corrected. Failure to include any items on such list does not alter the responsibility of the Design-Builder to complete all Work in accordance with the CONTRACT Documents. When the COUNTY's Project Manager determines that the Work is substantially complete, the Design-Builder will arrange for inspection by any applicable outside jurisdictional agencies and other governing authorities, as appropriate, for the purpose of issuing a Certificate of Occupancy. After a Certificate of Occupancy has been issued by the applicable governing authorities, the COUNTY's Project Manager will prepare a Substantial Completion letter, which, when signed by the COUNTY, shall establish the date of Substantial Completion. The Certificate shall state the responsibilities of the COUNTY and the Design-Builder 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 Design-Builder and the COUNTY. In the event the Design-Builder 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 Sum.
- 5.2.3 Warranties required by the CONTRACT Documents, as discussed in Article 17 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.
- 5.2.4 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.

5.3 FINAL COMPLETION

- 5.3.1 Upon receipt of notice from the Design-Builder that the Work is ready for final inspection, the COUNTY's Project Manager will make such inspection. Final Completion shall be when the COUNTY's Project Manager determines that the Work is fully completed in accordance with the CONTRACT Documents including, without limitation, satisfaction of all "punch list" items and determines that a Certificate of Occupancy has been issued. Final Completion also requires that:

5.3.1.A The Design-Builder has provided to the COUNTY all required guarantees and warranties, operation and maintenance manuals, Record Documents, and all other submittals required by the CONTRACT Documents.

5.3.1.B The Design-Builder has provided all required training to the COUNTY.

ARTICLE 6 EMPLOYMENT REQUIREMENTS

6.1 HOURS OF WORK

Work in excess of eight (8) hours per day will be permitted by employees of Design-Builder under this CONTRACT only so long as Section 1815 of the Labor Code of California is complied with by Design-Builder.

6.2 SATURDAY, SUNDAY, HOLIDAY, AND OVERTIME WORK

6.2.1 Construction Work will not be allowed on Saturdays, Sundays, or holidays recognized by the COUNTY government or outside of normal working hours without the consent of the COUNTY's Project Manager. In any event, all Work shall be subject to approval of the COUNTY. Prior to the start of such Work, the Design-Builder shall arrange with the COUNTY's Project Manager for the continuous or periodical inspection of the Work and tests of materials, when necessary. If requests are made by Design-Builder for permission to work overtime, nights, Saturdays, Sundays, or holidays, and such requests are granted, the Design-Builder shall bear all extra expense to the COUNTY or the awarding entity for inspection and other incidental expenses caused by such overtime work. If Design-Builder is requested, in the interest of the COUNTY, to work overtime by the COUNTY's Project Manager; or if overtime Work is specifically required by the CONTRACT Documents, all extra expense of inspection will be paid by the COUNTY. Should the Design-Builder find it necessary in order to complete the Work according to schedule to perform certain of Design-Builder's operations on Saturdays, Sundays, holidays, or overtime, these operations shall be performed as part of the Work included in the CONTRACT Sum and shall not constitute a basis for additional payments.

6.2.2 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 COUNTY's Project Manager, best serve the intent of the CONTRACT and the orderly prosecution of the Work. If the COUNTY elects to order Work outside of normal working hours, and if such Work was not previously identified to be performed outside of normal working hours in the CONTRACT Documents, the Design-Builder shall make all arrangements to supply an adequate Work force for the task to be accomplished and will be additionally compensated only for the premium portion of the wages paid, plus labor burdens applicable to the premium portion only of the wages paid. Design-Builder shall submit copies of Design-Builder's payrolls indicating the premium wages actually paid, and the COUNTY will issue a CONTRACT Amendment to reimburse the Design-Builder for Design-Builder's actual premium costs only.

6.3 PREVAILING WAGE SCALE

- 6.3.1 This is a Public Works contract as defined in Section 1720 of the California Labor Code. The Design-Builder and its subcontractors of any tier shall comply with all provisions of the Labor Code of the State of California including, but not limited to, paying no less than applicable prevailing wages to all workers.
- 6.3.2 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 that may be awarded by the awarding entity.
- 6.3.3 Particulars of the current Prevailing Wage Scale that are applicable to the Work contemplated under the CONTRACT Documents are filed with the COUNTY and must be posted by the Design-Builder at the Project Site.

6.4 EMPLOYMENT OF REGISTERED APPRENTICES

- 6.4.1 Design-Builder shall comply with Section 1777.5 and 1777.7, Labor Code, State of California.
- 6.4.2 Design-Builder and all of its Subcontractors shall employ registered apprentices at a ratio of not less than one hour of apprentice's labor for every five hours of labor performed by a journeyman. Design-Builder shall be responsible to ensure that all Subcontracts and Subcontractors of any tier comply with these provisions.
- 6.4.3 Design-Builder 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 Design-Builder. Records shall be made available to the Division of Apprenticeship Standards and the COUNTY, for the purpose of determining compliance. Failure to comply may result in withholding payments and other penalties as provided by the Labor Code.

6.5 NON-DISCRIMINATION AND EQUAL OPPORTUNITY

- 6.5.1 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 "Design-Builder".
- 6.5.2 During the performance of the CONTRACT, the Design-Builder agrees as follows:
 - 6.5.2.A The Design-Builder shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Design-Builder certifies and agrees that all persons employed by such firm, Design-Builder'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.

- 6.5.2.B In all advertisements for labor or other personnel, or requests for employment of any nature, the Design-Builder shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- 6.5.2.C The Design-Builder shall deal with Design-Builder's Subcontractors without regard to or because of race, color, religion, sex, or national origin.
- 6.5.2.D The Design-Builder shall comply with current Federal employment and reporting requirements for COUNTY-funded construction contracts. Specifically, the Design-Builder 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 awarding authority.
- 6.5.2.E The Design-Builder shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract, a notice, to be provided by the awarding authority, advising the said labor union or workers' representative of the Design-Builder's commitments under this section.
- 6.5.2.F The Design-Builder shall allow the COUNTY access to Design-Builder's employment records during regular business hours to verify compliance with these provisions when so requested by the COUNTY.
- 6.5.2.G The Design-Builder agrees that if the COUNTY finds that any of the above anti-discrimination provisions have been violated, the same shall constitute a material breach of the 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, a determination by the Federal Equal Employment Opportunity Commission or the California Fair Employment and Housing Commission that the Design-Builder has violated Federal or State anti-discrimination laws may constitute a finding by the COUNTY that the Design-Builder has violated the anti-discrimination provisions of the CONTRACT.
- 6.5.2.H 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. If such stipulated amount of damages is imposed by the COUNTY, the COUNTY and Design-Builder specifically agree that the aforementioned amount shall be imposed as liquidated damages, and not as a forfeiture or penalty. It is further specifically agreed that the aforementioned 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.

6.5.2.I Design-Builder shall comply and shall ensure that all Subcontractors comply with Sections 12900 through 12996 of the California Government Code.

6.5.2.J The Design-Builder shall include the provisions of the foregoing Paragraphs 6.5.2.A through 6.5.2.I in every Subcontract, so that such provisions will be binding upon each Subcontractor performing Work required by this CONTRACT.

6.6 CERTIFIED PAYROLL RECORDS

6.6.1 The Design-Builder shall comply with the requirements of Section 1776 of the Labor Code, State of California. The Design-Builder shall maintain payroll records as enumerated in Section 1776, Subdivision (a). The Design-Builder and Design-Builder's Subcontractors shall submit weekly to the COUNTY a copy of all certified payrolls, indicating that the wage rates paid to workers are not less than those determined by the State Division of Industrial Relations and the classifications set forth for each laborer or mechanic conform with the Work they performed. Submission of a "Weekly Payroll Report" (Form 347 or similar) is required under this CONTRACT. The Design-Builder shall be responsible for the submission of copies of payrolls for all subcontractors within seven (7) Days after their payroll period. Failure of the Design-Builder to comply with the Labor Code requirements to pay prevailing wages and to maintain and submit to the COUNTY certified payroll records may result in withholding from progress payments amounts for underpaid wages and penalties as authorized by the Labor Code.

6.6.2 The Design-Builder, 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 Design-Builder, 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 Design-Builder may use payroll and accounting software that is capable of interfacing with the web-base system. The payroll and accounting software must be capable of generating a 'comma delimited file' or 'comma separated value (CSV) file' that will interface with the web-based system.

This requirement applies to all Subcontractors, some 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.

6.7 LABOR COMPLIANCE PROGRAM

The Design-Builder's compliance with all labor laws shall be subject to enforcement by applicable governmental authorities and by the COUNTY. The COUNTY may, as applicable, enforce such compliance pursuant to a Labor Compliance Program administered by the COUNTY or by a third party on behalf of the COUNTY, which contains the requirements outlined in Section 1771.5 of the Labor Code. Such Labor Compliance Program may include, but is not limited to, auditing payroll reports for accuracy and payment of the correct prevailing wage rates to employees, assessing statutory penalties for violations, and performing Site visits to verify the accuracy of the reporting of workers listed in the certified payroll reports. Such program may be administered by COUNTY personnel or consultants working on behalf of the COUNTY.

6.8 AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS

6.8.1 During the Construction Phase and at such time that the Design-Builder begins physical work at the jobsite, the following forms and reports are required to be completed by the Design-Builder and/or Subcontractors according to the instructions furnished for each and at the time shown below for each. Instructions and forms are available from COUNTY's Office of Affirmative Action Compliance (OAAC).

6.8.2 Within ten (10) working days of subcontract award:

Design-builder's Notification of Subcontractors and subcontracts awarded

6.8.3 Prior to commencement of Work:

Notice of Equal Employment Opportunity (EEO) Commitment

6.8.4 During the construction period:

Monthly Employment Utilization Report – OAAC Form CC257

ARTICLE 7 SUBCONTRACTORS

7.1 ADVERTISING, SOLICITATION, AND AWARD OF CONSTRUCTION SUBCONTRACTS

7.1.1 At the time of Proposal submittal, the Design-Builder was required to list on the form provided at Section 00430, Subcontractor Listing and Subcontracting, any Subcontractor that meets any of the following criteria:

7.1.1.A Any Subcontractor that, at the time of Proposal submittal, the Design-Builder elects to list as a Subcontractor to perform work or labor or render service to the Design-Builder in or about the construction of the work, in an amount in excess of one-half of one percent (0.5%) of the Design-Builder's Base Price Proposal, or who under subcontract to the Design-Builder specially fabricates and installs a portion of the work of improvement according to detailed drawings contained in the Scoping

Documents in an amount in excess of one-half of one percent (0.5%) of the Design-Builder's Base Price Proposal, or;

- 7.1.1.B Any Subcontractor performing a portion of the Work that the Request for Proposals specifies must be performed by a Subcontractor listed at the time of Proposal submittal.

For each such listed Subcontractor, the Design-Builder was required to identify the Subcontractor's name, business address, license number, and the portion of the work to be performed.

- 7.1.2 All Subcontractors that were not listed by the Design-Builder in its original Proposal, who will perform work or labor or render service to the Design-Builder in or about the construction of the work, or who under subcontract to the Design-Builder specially fabricates and installs a portion of the work of improvement according to detailed drawings contained in the Scoping Documents in an amount in excess of one-half of one percent (0.5%) of the Design-Builder's Base Price Proposal, shall be awarded by the Design-Builder in accordance with a best value selection process using at a minimum the following criteria:

- 7.1.2.A Technical design and/or construction expertise, and

- 7.1.2.B Price

- 7.1.3 With respect to any such Subcontractor who was not listed at the time of Proposal submittal, the Design-Builder must also do both of the following:

- 7.1.3.A Provide public notice of the availability of the work to be subcontracted in accordance with Public Contract Code Section 20125. Such notice shall appear once a week for two weeks in a weekly newspaper or ten times daily in a daily newspaper published in the COUNTY, and

- 7.1.3.B Provide a fixed date and time on which the subcontracted work will be awarded in accordance with the required design-build process for selection.

- 7.1.4 The Design-Builder shall maintain documentation of the selection process for each Subcontractor that was not listed at the time of Proposal submittal and who will perform work or labor or render service to the Design-Builder in or about the construction of the work in an amount in excess of one-half of one percent (0.5%) of the Design-Builder's Base Price Proposal. The COUNTY has the right to request all documentation that supports the Design-Builder's selection of a Subcontractor, not listed in Design-Builder's Proposal submittal, for any Subcontractor who will perform work or labor or render service to the Design-Builder in or about the construction of the work in an amount in excess of one-half of one percent (0.5%) of the Design-Builder's Base Price Proposal.

- 7.1.5 In addition to the subcontractor-listing information submitted by the Design-Builder on the form provided at Section 00430, Subcontractor Listing and Subcontracting, of the Project Manual at the time of submission of its Proposal,

the Design-Builder shall submit to the COUNTY's Project Manager, within thirty (30) days of award of any subcontract with a value in excess of one-half of one percent (0.5%) of the Design-Builder's Base Price Proposal, an updated List of Subcontractors on the same form provided at Section 00430 which will include for all Subcontractors: the Subcontractor's name, license number, business address, telephone number, e-mail address, and the portion of the Work to be performed by the Subcontractor.

- 7.1.6 In accordance with Public Contract Code 20133(f) the Subcontractors listed by the Design-Builder in its Proposal and those additional Subcontractors awarded subcontracts by the Design-Builder and listed on Design-Builder's updated List of Subcontractors, whose subcontract values exceed one-half of one percent (0.5%) of the Design-Builder's total Base Price Proposal, shall be afforded the protections contained in Public Contract Code Sections 4100 through 4114 ("Subletting and Subcontracting Fair Practices Act"). Such Subcontractors shall only be substituted in strict accordance with Public Contract Code Section 4107 and upon the prior written consent of the COUNTY.
- 7.1.7 Any increase in the cost of the Work resulting from the replacement or substitution of a Subcontractor pursuant to Article 7.1.5 above shall be borne solely by Design-Builder. Design-Builder shall not be entitled to any increase in CONTRACT Sum or an extension of CONTRACT Time due to such replacement or substitution.

7.2 SUBCONTRACTOR OBLIGATIONS AND RESPONSIBILITIES

- 7.2.1 Any part of the Work performed for the Design-Builder by a first-tier Subcontractor shall be pursuant to a written subcontract. Each such subcontract shall require the Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to Design-Builder; to assume toward the Design-Builder all the obligations and responsibilities which the Design-Builder assumes towards the COUNTY by the CONTRACT; and to perform such portion of the Work in accordance with the same terms as contained in the CONTRACT. Each such subcontract shall preserve and protect the rights of the COUNTY under the CONTRACT, with respect to the Work to be performed by Subcontractor, so that subcontracting thereof will not prejudice such rights. The Design-Builder shall cause each such subcontract to expressly include the requirements of Article 7.3 and the following requirements:
- 7.2.1.A The Subcontractor waives all rights that the Subcontractor may have against the COUNTY for damages caused by fire or other perils covered by builder's risk property insurance carried by the Design-Builder, except for such rights the Subcontractor may have to the proceeds of such insurance held by the Design-Builder under Article 16.
- 7.2.1.B The COUNTY, and entities and agencies designated by the COUNTY, will have access to and the right to audit and the right to copy, at the COUNTY's cost, all of Subcontractor's books, records, contracts, correspondence, instructions, drawings, receipts, vouchers, purchase orders, and memoranda relating to the Work. The Subcontractor shall

preserve all such records and other items for a period of at least five (5) years after Final Completion of the Work.

7.2.1.C The Subcontractor recognizes the rights of the COUNTY under Article 7.3, and agrees, subject to the COUNTY exercising the right, in its sole discretion, of giving notice that COUNTY has elected to Accept said assignment and to retain the Subcontractor pursuant to the terms of the subcontract, to complete the unperformed obligations under the subcontract and, if requested by the COUNTY, to execute a written agreement confirming that the Subcontractor is bound to the COUNTY under the terms of the subcontract.

7.2.2 The Design-Builder is responsible for reviewing and coordinating the Work of, and among, all Subcontractors of any tier. This review and coordination includes, but is not limited to, resolution of any inconsistencies or errors.

7.2.3 Upon the request of the COUNTY, the Design-Builder shall promptly furnish to the COUNTY a true, complete, and executed copy of any subcontract.

7.2.4 Nothing contained in the CONTRACT shall create any contractual relationship between any Subcontractor of any tier and the COUNTY, except when, and only to the extent that, the COUNTY, in its sole discretion, elects to exercise the right to Accept the assignment of the subcontract with such Subcontractor pursuant to Article 7.3 below.

7.2.5 Employees of a Subcontractor of any tier are not, and shall not be deemed, for any purpose, employees of the COUNTY, and shall not be entitled to any rights, benefits, or privileges of COUNTY employees.

7.2.6 The Design-Builder shall be at all times responsible for the Work performed by a Subcontractor of any tier to the same extent as if the Design-Builder were performing or had done the Work.

7.3 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

In the event of a suspension or termination of the Design-Builder's rights under the CONTRACT, at any time during the course of the Work and prior to Final Completion, the Design-Builder shall assign to the COUNTY all its interest in subcontracts entered into by the Design-Builder for performance of any part of the Work. The assignment is conditioned on, and will be effective only upon, Acceptance of the assignment by the COUNTY in writing and only as to those subcontracts which the COUNTY designates in writing. Such assignment is part of the consideration to the COUNTY for entering into the CONTRACT with the Design-Builder and may not be withdrawn by Design-Builder. Any such subcontracts assigned to the COUNTY shall have the same independent contractor relationship with the COUNTY as specified for the Design-Builder as set forth in Article 11, Independent Contractor Status, of the Design-Build Agreement. The COUNTY shall have the right to further assign the subcontracts. The Design-Builder shall include this provision in all of its subcontracts.

7.4 ASSIGNMENT OF ENTIRE CONTRACT

Assignment by the Design-Builder of a part of or the entire CONTRACT is not permitted except as provided in Article 12, Assignment by Design-Builder, of the Design-Build Agreement.

ARTICLE 8 CONSTRUCTION BY COUNTY OR BY OTHER CONTRACTORS

8.1 COUNTY'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD OTHER CONTRACTS

- 8.1.1 The COUNTY reserves the right to award Other contracts for any work on any portion of the Site not included in this CONTRACT.
- 8.1.2 Where coordination with Other contractors is directed in writing by the COUNTY, the Design-Builder shall make the appropriate provisions in the Project Schedule, provide for the access to the Site by the Other contractors, and provide any coordination required between the Other contractors and the Design-Builder at no additional cost to the COUNTY.
- 8.1.3 The Design-Builder shall perform the Work of the CONTRACT so that it will properly coordinate and fit the work performed by Other contractors. The Design-Builder shall give the Other contractors every reasonable opportunity to perform their work, store materials, place equipment, and fit its Work to the work of Other contractors. The Design-Builder shall furnish to the Other contractors all information necessary in order that they may properly connect and fit their work to the Design-Builder's in ample time, so that they may have reasonable opportunity to prepare their work therefor. The Design-Builder shall make the Work of this CONTRACT ready to receive the work of the Other contractors at the time fixed for it, and shall fit this Work to that of the Other contractors at the time fixed.
- 8.1.4 The Design-Builder 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 Work Site.
- 8.1.5 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 COUNTY, whose decision relative to said use shall govern.
- 8.1.6 Should the Design-Builder cause damage to the work or property of any Other contractor on the Project Site, the Design-Builder shall, upon due notice, settle with such Other contractor at Design-Builder's expense by agreement, arbitration, or other resolution process. If such Other 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 Design-Builder who shall defend such proceedings at the Design-Builder's expense, and if any judgment or award against the COUNTY arises therefrom, the Design-Builder 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.

8.2 DAMAGE TO WORK BY OTHERS

Should any part of the Work of this CONTRACT be cut into, or otherwise damaged, by Other contractors, the COUNTY will direct and pay the Design-Builder to reconstruct or repair any such damage and go to the responsible parties to recover the costs.

8.3 MUTUAL RESPONSIBILITY

8.3.1 The Design-Builder shall afford the COUNTY and Other contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities. The Design-Builder shall connect, schedule, and coordinate its construction and operations with the construction and operations of the COUNTY and Other contractors as required by the CONTRACT Documents.

8.3.2 If a portion of the Work is dependent upon the proper execution or results of Other construction or operations by the COUNTY or Other contractors, the Design-Builder shall inspect such Other design or construction or operations before proceeding with that portion of the Work. The Design-Builder shall promptly report to COUNTY's Project Manager apparent discrepancies or defects which render the Other design, construction, or operations unsuitable to receive the Work. Unless otherwise directed by the COUNTY's Project Manager, the Design-Builder shall not proceed with the portion of the Work affected until apparent discrepancies or defects have been corrected. Failure of the Design-Builder to so report within a reasonable time after discovering such discrepancies or defects shall constitute an acknowledgment that the Other construction or operations by the COUNTY or Other contractors are suitable to receive the Work, except as to defects not then reasonably discoverable.

8.4 COUNTY'S RIGHT TO CLEAN UP

If a dispute arises between the Design-Builder and Other contractors as to the responsibility under their respective contracts for maintaining the Project Site and surrounding areas free from waste materials and rubbish, the COUNTY may clean up and allocate the cost between those firms it deems to be responsible. Design-Builder shall at all times during the performance of the Work comply with the Site cleaning requirements in Section 01710, Cleaning, of the Project Manual.

ARTICLE 9 PROJECT PAYMENTS

9.1 SCHEDULE OF VALUES

Unless specified elsewhere, within 10 Days after receipt of the Notice-to-Proceed, Design-Builder shall submit to COUNTY's Project Manager a Schedule of Values encompassing the full amount of the CONTRACT Sum, as further detailed in Section 01370, Schedule of Values, in the Project Manual. The Schedule of Values, and revisions thereto, when Accepted by the COUNTY's Project Manager, shall become the basis for evaluating applications for payment.

9.2 PROGRESS PAYMENTS

9.2.1 Progress payments on account of the Work comprising the CONTRACT shall be made upon request of the Design-Builder as follows:

9.2.1.A A working day of the month shall be selected by the COUNTY and the Design-Builder, which day shall remain constant throughout the life of the Project, and vary only as needed so as to fall on a working day. A progress payment request for the labor performed and material actually installed in the Work during the previous thirty (30) Days or since the last progress payment request, less 5 percent withheld for retention, shall be submitted by the Design-Builder and presented to the COUNTY for payment.

9.2.1.B After fifty percent (50%) completion of the Work and upon application of the Design-Builder, the COUNTY, in its sole discretion, may reduce the amount of retention withheld in accordance with and subject to the limitations of Public Contract Code Section 9203.

9.2.1.C In the event of progress payment on account of additional Work for a CONTRACT Amendment, the retention shall be as stipulated by the CONTRACT.

9.2.1.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 CONTRACT Documents. Should there be any balance due the Design-Builder at the time of the Acceptance of the Work, such balance shall be paid in accordance with the CONTRACT Documents and applicable law, subject to any appropriate deduction, offset, or withholding.

9.2.1.E COUNTY's payment under this CONTRACT, including final payment, shall not be deemed or construed as Acceptance by the COUNTY of any defective Work or of any errors or omissions by the Design-Builder.

9.2.1.F The Design-Builder shall submit and certify one itemized original application for progress payment and six copies for review, approval, and certification by the COUNTY. The Design-Builder will use Primavera Expedition 9.1 (or the latest version) to prepare and submit progress payment requests unless otherwise directed by the COUNTY.

9.2.1.G Cost of bonds or liability insurance shall not be included as an item in the requests for monthly progress payments. In the compilation of requests for progress payments, neither stipulated nor bid unit prices for deductions shall be used as the basis for computing prices for the Work completed.

9.2.1.H In accordance with the Public Contract Code Section 20104.50, the COUNTY shall make each progress payment 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 Design-Builder 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 after receipt of an undisputed and properly submitted payment request. If the payment request is determined not to be a proper payment request suitable for payment, it shall be returned to the Design-Builder 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.

9.2.1.1 When the Design-Builder has requested progress payments that would bring its total payment to fifty percent (50%) of the CONTRACT Sum, Design-Builder shall notify by U.S. Mail all Subcontractors and material suppliers regarding the status of such payment, and shall provide documentation of such notification to the COUNTY.

9.2.2 As permitted by, and in accordance with, Public Contract Code Section 7100, the COUNTY and the Design-Builder understand and agree that payment of undisputed CONTRACT amounts is contingent upon the Design-Builder furnishing the COUNTY with a release of all claims against the COUNTY arising by virtue of the CONTRACT related to those amounts; and further that disputed CONTRACT claims, if any, in stated amounts may be specifically excluded by the Design-Builder from the operation of such release. In furtherance of the foregoing, it is further understood and agreed that by submitting a payment application to the COUNTY, the Design-Builder acknowledges and agrees that such payment application involves only undisputed CONTRACT amounts and that the Design-Builder thereby releases the COUNTY from all claims arising by virtue of the CONTRACT related to such undisputed amounts, except as provided immediately hereinafter. As an exception to the foregoing, if the Design-Builder wishes to exclude any disputed CONTRACT claims from the operation of the foregoing release, it is understood and agreed that the Design-Builder must specifically identify the disputed claims, in stated amounts, as part of the payment application; otherwise, such release shall apply without exception to the totality of the submitted payment application.

9.3 SUBSTITUTION OF SECURITIES FOR RETENTION

In accordance with Public Contract Code Section 22300 et seq., the Design-Builder may substitute securities for retention monies to be withheld to ensure performance under this CONTRACT, except where substitution of securities is not allowed by Federal law, rules, regulations, funding sources, or other applicable law. At the request and expense of the Design-Builder, securities equivalent to the amount withheld may be deposited with the COUNTY, or with an approved State or Federally chartered bank in California as the escrow agent. The COUNTY will then pay such retention moneys to the Design-Builder. It is the Design-Builder'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 bank certificates of deposit. The Design-Builder shall be the beneficial owner of any securities substituted for retention monies withheld and shall receive any interest earned by the securities. Alternatively, as provided for and in accordance with, Public Contract Code

Section 22300 (b), the Design-Builder may request that the COUNTY make payment of retentions earned directly to the escrow agent at the expense of the Design-Builder. The standard form of the COUNTY's escrow agreement is on file at the Architectural Engineering Division of the Department of Public Works. The terms of that agreement are incorporated by reference herein.

9.4 PAYMENT FOR STORED MATERIAL

9.4.1 The COUNTY, at its discretion, may authorize "Progress Payments" at the invoiced price, minus retention specified under Article 9.2, for:

9.4.1.A Material and equipment delivered to and stored at the Site but not yet incorporated in the Work.

9.4.1.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 COUNTY.

9.4.1.C These provisions allowing payment for stored materials may be applied to large items of equipment and construction materials of special manufacture or order for the job as determined by the CONTRACT Documents.

9.4.2 Design-Builder must furnish with its payment application 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.

9.4.3 All storage, handling, and re-handling costs, insurance and responsibility for protection and proper installation of such material and equipment, are the obligation of the Design-Builder. No payment, pursuant to this provision for material or equipment, shall in any way relieve the Design-Builder of its responsibility to obtain or provide, at its expense, any such material or equipment, or release the Design-Builder from any of its obligations under this CONTRACT.

9.4.4 The COUNTY may enter upon the premises where the material and/or equipment are stored for inspection, checking, or any other purpose it deems necessary. The Design-Builder 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.

9.5 FINAL PAYMENT

9.5.1 No payment, whether final or otherwise, shall operate to release the Design-Builder or its sureties from any obligation under this CONTRACT or the Performance and Payment Bonds.

- 9.5.2 A payment request for the retention withheld from the monthly progress payments shall be submitted by the Design-Builder to the COUNTY upon completion of the Work and Acceptance of the CONTRACT by the COUNTY.
- 9.5.3 Design-Builder shall not be entitled to either final payment or payment of retention until the Design-Builder submits to the COUNTY's Project Manager the final payment application and all submittals required in accordance with the CONTRACT.
- 9.5.4 As stated in Article 9.2.2, and in accordance with, Public Contract Code Section 7100, the COUNTY and the Design-Builder understand and agree that payment of undisputed CONTRACT amounts is contingent upon the Design-Builder furnishing the COUNTY with a release of all claims against the COUNTY arising by virtue of the CONTRACT related to those amounts; and further that disputed CONTRACT claims, if any, in stated amounts may be specifically excluded by the Design-Builder from the operation of such release. In furtherance of the foregoing, it is further understood and agreed that by submitting a final payment application to the COUNTY, the Design-Builder acknowledges and agrees that such final payment application involves only undisputed CONTRACT amounts and that the Design-Builder thereby releases the COUNTY from all claims arising by virtue of the CONTRACT related to such undisputed amounts, except as provided immediately hereinafter. As an exception to the foregoing, if the Design-Builder wishes to exclude any disputed CONTRACT claims from the operation of the foregoing release, it is understood and agreed that the Design-Builder must specifically identify the disputed claims, in stated amounts, as part of the final payment application; otherwise, such release shall apply without exception to the totality of the submitted final payment application.

ARTICLE 10 CONTRACT TIME

10.1 COMMENCEMENT OF THE CONTRACT TIME

The date of commencement of the CONTRACT Time shall be set forth in the Notice to Proceed.

10.2 PROGRESS AND COMPLETION

10.2.1 By signing the Design-Build Agreement, the Design-Builder represents to the COUNTY that the CONTRACT Time is reasonable for performing the Work and that the Design-Builder is able to perform the Work within the CONTRACT Time.

10.2.2 The Design-Builder shall not, except by agreement or instruction of the COUNTY in writing, commence Work prior to the effective date of insurance required by Article 16 to be furnished by the Design-Builder. Neither the date of commencement of the Work specified in the Notice-to-Proceed nor the CONTRACT Time shall be changed as a result of the effective date of such insurance.

10.2.3 Progress of the Work will be determined by the COUNTY's Project Manager on the basis of the Design-Builder's monthly updated schedule, as required in Article

2.10.3, and all on-Site observations by COUNTY personnel and daily inspections by the COUNTY's inspector.

10.2.4 The Design-Builder shall proceed expeditiously with adequate forces to maintain progress of the Work in accordance with the Project Schedule and shall achieve Substantial Completion of the Work within the CONTRACT Time. If the Design-Builder's progress fails to comply with the Project Schedule and it becomes apparent that the Design-Builder will not achieve Substantial Completion of the Work within the CONTRACT Time, including if the COUNTY's Project Manager makes such determination and provides notice of same to the Design-Builder, the Design-Builder shall immediately, and at no additional cost to the COUNTY, take all measures necessary, including working such overtime, additional shifts, Sundays, or holidays as may be required to ensure that the Design-Builder will achieve Substantial Completion of the Work within the CONTRACT Time. In the event the COUNTY's Project Manager provides such notice to the Design-Builder, the Design-Builder shall immediately notify the COUNTY's Project Manager of all measures to be taken to ensure Substantial Completion of the Work within the CONTRACT Time. The Design-Builder shall reimburse the COUNTY for any extra costs or expenses (including the reasonable value of any services provided by COUNTY's employees) incurred by the COUNTY as the result of such measures. The COUNTY may, but is not required to, provide notice to the Design-Builder of any determination concerning Design-Builder's failure to comply with the Project Schedule, and the Design-Builder is obligated to comply with the Project Schedule and all other requirements of this CONTRACT regardless of whether such notice is provided, and the COUNTY is entitled to all applicable remedies in the event Design-Builder fails to comply with such requirements.

10.3 RISK OF DELAY

10.3.1 By signing the Design-Build Agreement, the Design-Builder agrees to bear all risk and liability associated with delays to the Work, including, but not limited to, time and cost impacts, except with respect to the specific exclusions referenced in Articles 10.3.1.A through 10.3.1.F, inclusive, as follows:

10.3.1.A Compensable delays as described in Article 10.4.1.A;

10.3.1.B Excusable delays as described in Article 10.4.1.B;

10.3.1.C Concurrent delays as described in Article 10.4.1.D;

10.3.1.D Delays due to differing site conditions; concealed, unforeseen, or unknown conditions or events; unknown existing utilities; or unidentified hazardous materials as described in Article 11;

10.3.1.E Delays due to changes in the Work as described in Article 12; and/or

10.3.1.F Delays due to jurisdictional agency reviews and approvals as described in Article 13.

10.3.2 In agreeing to bear the risk of delays to the Work, the Design-Builder understands that, except as set forth in Article 10.3.1, the occurrence of events that delay the Work shall not excuse the Design-Builder from its obligation to achieve Substantial Completion of the Work within the CONTRACT Time, nor entitle the Design-Builder to an adjustment of either the CONTRACT Time or the CONTRACT Sum.

10.4 TYPES OF DELAY

10.4.1 For purposes of the CONTRACT, a delay must be established in accordance with the requirements in Section 01310, Project Schedule, of the Project Manual, and will be categorized as one of the following four types:

10.4.1.A Compensable Delay: Actions or inactions of the COUNTY, or events for which the COUNTY has assumed contractual responsibility, occurring on a calendar date, that would independently cause a delay to the date of Substantial Completion shall be designated as a "Compensable Delay".

10.4.1.B Excusable Delay: Events which are outside the control of, and without the fault or negligence of either the COUNTY or the Design-Builder, occurring on a calendar date, that would independently cause a delay to the date of Substantial Completion shall be designated as an "Excusable Delay".

10.4.1.C Non-Excusable Delay: Actions or inactions of the Design-Builder, or events for which the Design-Builder has assumed contractual responsibility, occurring on a calendar date, that would independently cause a delay to the date of Substantial Completion shall be designated as a "Non-Excusable Delay".

10.4.1.D Concurrent Delay: Any combination of at least two of the above three types of delay occurring on the same calendar date shall be designated as a "Concurrent Delay". Once a delay is designated as a Concurrent Delay, such designation as a Concurrent Delay shall be the official designation for the delay type for purposes of determining the Design Builder's entitlement to an adjustment in the CONTRACT as provided for in Article 10.5, and more specifically 10.5.2.A.

10.5 CONTRACT ADJUSTMENT FOR DELAY

10.5.1 Design-Builder's entitlement to adjustment in the CONTRACT Time and adjustment in the CONTRACT Sum associated with delay shall be governed by this Article and made in accordance with Article 12, Changes in the Work.

10.5.2 Dependent on the type of delay, Design-Builder may be entitled to an adjustment to the CONTRACT Time only, or an adjustment to the CONTRACT Time and the CONTRACT Sum, or to neither an adjustment in the CONTRACT Time nor an adjustment in the CONTRACT Sum, as follows:

- 10.5.2.A In the event of an Excusable Delay or a Concurrent Delay, Design-Builder will be entitled to an adjustment to the CONTRACT Time, but will not be entitled to an adjustment to the CONTRACT Sum.
- 10.5.2.B In the event of a Compensable Delay, Design-Builder will be entitled to an adjustment to the CONTRACT Time and an adjustment to the CONTRACT Sum.
- 10.5.2.C In the event of a Non-Excusable Delay, Design-Builder will not be entitled to an adjustment in either the CONTRACT Time or an adjustment to the CONTRACT Sum.

ARTICLE 11 SITE CONDITIONS

11.1 DIFFERING SITE CONDITIONS

11.1.1 Differing Site Conditions are any concealed or latent physical conditions or subsurface conditions at the Site that:

- 11.1.1.A Materially differ from the conditions indicated in the Scoping Documents or
- 11.1.1.B Are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work.

11.1.2 If Design-Builder encounters a Differing Site Condition, Design-Builder may be entitled to an adjustment in the CONTRACT Sum and/or CONTRACT Time to the extent Design-Builder's cost and/or time of performance are adversely impacted by the Differing Site Condition. Any such adjustment will only be made by a CONTRACT Amendment after Design-Builder has submitted a CONTRACT Amendment request in accordance with Article 4.2.

11.2 CONCEALED, UNFORESEEN, OR UNKNOWN CONDITIONS OR EVENTS

11.2.1 The Design-Builder represents that it has taken the necessary steps to ascertain the nature, location and extent of the Work, and that it has investigated and satisfied itself as to the general and local conditions which are applicable to the Work, such as: (a) conditions bearing on transportation, disposal, handling, and storage of materials; (b) the availability of labor, water, power, and roads; (c) physical conditions at the Site; (d) the conditions of the ground; and (e) the character of equipment and facilities needed prior to and during the performance of the Work.

11.2.2 The Design-Builder is responsible for Site conditions and toxic materials described in the Scoping Documents and/or to the extent they could be reasonably inferred by the Design-Builder team based on their experience and expertise on similar projects in urban areas.

11.2.3 To the extent the Design-Builder encounters subsurface conditions or hazardous materials that differ materially from that actually known by the Design-Builder, or from those ordinarily known to exist or that could have been reasonably discovered within the time permitted during the Request for Proposals, or generally recognized as inherent in the area, then notice by the Design-Builder shall be immediately given to the COUNTY, before conditions are disturbed, and in no event later than two (2) business days after the first observance of the conditions. If such conditions could not have been reasonably identified by Design-Builder's Site investigations and available existing data, and the Design-Builder incurs additional costs or delays as a result of such concealed conditions, such conditions may be the subject of a CONTRACT Amendment request in accordance with Article 4.2.

11.2.4 Should any existing utilities or services be disturbed, disconnected or damaged during construction, which the Design-Builder knew of or should have reasonably known or foreseen, the Design-Builder shall be responsible, at no additional cost or time to the COUNTY, for all expenses and damages of whatever nature arising from such disturbances or the replacement or repair thereof and shall repair such items as required to maintain continuing service, including emergency repairs. If the disturbance was not known of and could not have reasonably been known or foreseen, then the Design-Builder should make every effort to minimize the impact, repair the damage, and maintain continuing service, including emergency repairs, and, in such event, the Design-Builder may be reasonably compensated after having submitted a CONTRACT Amendment request in accordance with Article 4.2.

11.3 UNKNOWN EXISTING UTILITIES

CONTRACT Documents may indicate above and below grade structures, drainage lines, storm drains, sewers, water, gas, electrical, chemical, hot water, and other similar items and utilities, and additional information may be on file at the regional notification center, "Underground Service Alert" ("USA"). Design-Builder shall locate these known existing installations before proceeding with trenching or other operations that may cause damage, shall maintain them in service where appropriate, and shall repair any damage to them caused by the Work, at no increase to the CONTRACT Sum. If unknown utilities are encountered by Design-Builder, Design-Builder shall immediately report their existence to the COUNTY. In addition to such reporting, if any utility is damaged, Design-Builder shall take appropriate action as provided in Article 15.3, Emergencies. In the event that Design-Builder must take reasonable action to protect or repair unknown utilities encountered during performance of the Work, Design-Builder may be reasonably compensated therefor after having submitted a CONTRACT Amendment request in accordance with Article 4.2.

11.4 HAZARDOUS MATERIAL

11.4.1 Hazardous Material is any product, substance, chemical, crude oil (or any products, by-products, or fractions thereof), whose nature, quantity, 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.

- 11.4.2 Design-Builder shall notify the COUNTY when the Design-Builder has reason to suspect the presence of any Hazardous Material on the Project Site that was not identified in the Scoping Documents.
- 11.4.3 In the event the presence of Hazardous Material is suspected or discovered on the Project Site that was not identified in the Scoping Documents, 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.
- 11.4.4 Except as may be otherwise provided herein, the Design-Builder 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, that was not identified in the Scoping Documents, 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.
- 11.4.5 In the event the presence of Hazardous Material on the Project Site is not identified in the Scoping Documents and is not caused, created, or contributed to by the Design-Builder, the COUNTY shall pay for all costs of testing and remediation, if any. In such event, Design-Builder may be entitled to an adjustment in the CONTRACT Sum and/or CONTRACT Time to the extent Design-Builder's cost and/or time of performance are adversely impacted by the Hazardous Material. Any such adjustment will only be made by a CONTRACT Amendment after Design-Builder has submitted a CONTRACT Amendment request in accordance with Article 4.2. In addition, the COUNTY shall defend, indemnify, and hold harmless the Design-Builder and its agents, officers, directors, and employees from and against any and all claims, liability, and causes of action arising out of or relating to the performance of the Work in the area affected by the Hazardous Material whose presence was not caused, created, or contributed to by the Design-Builder as long as Design-Builder complies with its notice and other obligations provided for in this Article 11.4 .
- 11.4.6 In the event the presence of Hazardous Material on the Project Site is caused, created, or contributed to by the Design-Builder, the Design-Builder shall pay for all costs of testing and remediation, if any, and shall compensate the COUNTY for any additional costs incurred by the COUNTY as a result of Design-Builder's use, generation, delivery, or release of Hazardous Material on or to the Project Site. In addition, the Design-Builder shall defend, indemnify, and hold harmless the COUNTY and its Special Districts and agents, officers, and employees from and against any and all claims, liability, and causes of action incurred in connection with, or arising out of, or relating to, Hazardous Material on the Project Site whose presence was caused, created, or contributed to by the Design-Builder.

11.4.7 The terms of this Hazardous Material provision shall survive the Acceptance of the CONTRACT or any earlier termination of the CONTRACT.

11.5 USE OF SITE AND CLEAN UP

11.5.1 Design-Builder shall confine operations at the Project Site to areas permitted by law, ordinances, permits, and the CONTRACT Documents. Design-Builder shall not unreasonably encumber the Project Site with materials or equipment.

11.5.2 Design-Builder shall, during performance of the Work, keep the Project Site and surrounding area free from the accumulation of excess dirt, waste materials, and rubbish caused by Design-Builder, as further provided in Section 01710, Cleaning, of the Project Manual.

11.5.3 At the completion of the Work, Design-Builder shall remove all excess dirt, waste material, rubbish, tools, equipment, machinery, and surplus materials from the Project Site and surrounding area, as further provided in Section 01710, Cleaning, of the Project Manual.

11.5.4 Personnel of Design-Builder and Subcontractors shall not occupy or otherwise make use of the Project Site during any time that Work is not being performed at the Project Site, except as otherwise provided in the CONTRACT Documents.

ARTICLE 12 CHANGES IN THE WORK

12.1 WRITTEN CHANGES

12.1.1 The COUNTY may, at any time, by written CONTRACT Amendment, without notice to the Surety, make changes in the Work within the general scope of the CONTRACT, including, but not limited to, changes:

12.1.1.A In the CONTRACT Documents, including but not limited to, changes to any terms and conditions included therein, the Scope of Work, the CONTRACT Sum, the Maximum CONTRACT Sum, and the CONTRACT Time;

12.1.1.B Due to unforeseen conditions;

12.1.1.C In the facilities, equipment, materials, or services or work area to be furnished by the COUNTY;

12.1.1.D Directing the Design-Builder to accelerate the performance of the Work; or

12.1.1.E Directing the Design-Builder 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.

12.1.2 For purposes of this CONTRACT, a CONTRACT Amendment will be categorized as one of the following types: (1) CONTRACT Amendment (Allowance

Reallocation-type) or (2) CONTRACT Amendment (Change Order-type), as follows:

12.1.2.A CONTRACT Amendment (Allowance Reallocation-type) – A CONTRACT Amendment (Allowance Reallocation-type) is a CONTRACT Amendment, , that transfers a sum from any specified Allowance included in the Maximum CONTRACT Sum into the CONTRACT Sum (or transfers a sum from the CONTRACT Sum into any specified Allowance). A CONTRACT Amendment (Allowance Reallocation-type) does not change the Maximum CONTRACT Sum. A CONTRACT Amendment (Allowance Reallocation-type) that pertains to a Design Completion Allowance is subject to the following limitations:

12.1.2.A.i A CONTRACT Amendment (Allowance Reallocation-type) pertaining to Design Completion Allowance may only be utilized to address design changes, and associated construction impacts, if any, that are: (1) consistent with the design intent specified in the Scoping Documents; and (2) identified no later than the date of Jurisdictional Approval of the Construction Documents for the Work or applicable portion thereof.

12.1.2.B CONTRACT Amendment (Change Order-type) – A CONTRACT Amendment (Change Order-type) is any CONTRACT Amendment other than a CONTRACT Amendment of the Allowance Reallocation-type. A CONTRACT Amendment (Change-Order Type) is subject to the limitations of the Public Contract Code, including, without limitation, Public Contract Code Sections 20133, 20137, 20142, and 20145, or their successor statutes, or other applicable statutes.

12.1.3 If any change or proposed change under this Article justifies an increase or decrease in the CONTRACT Sum and/or CONTRACT Time, for the performance of the Work, the Design-Builder or the COUNTY may request an equitable adjustment to the CONTRACT Sum and/or CONTRACT Time under the terms of Article 4.2 and Section 01310, Project Schedule. At COUNTY's option, the COUNTY may negotiate an equitable adjustment to the CONTRACT Sum and/or CONTRACT Time for the proposed changed Work either prior to, or after, directing the Design-Builder to proceed.

12.1.4 In connection with any change or proposed change under this Article, the COUNTY may issue a notice describing the change or proposed change to the Work in the form of a Request for Quotation (RFQ). If the Design-Builder does not respond within fourteen (14) Days after receipt of the notice, or such other time as agreed upon, with an equitable adjustment request in accordance with Article 12.2.4 under Equitable Adjustments, the COUNTY may issue a CONTRACT Amendment with no change in the CONTRACT Sum or CONTRACT Time. The Design-Builder shall not proceed with any aspect of the proposed changed Work until the COUNTY issues a CONTRACT Amendment or Proceed Order, nor shall the Design-Builder delay, suspend, or interrupt any unchanged Work.

12.1.5 Proceed Order

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 Design-Builder's Proposal, or the parties fail to reach an agreement, the Director may order the Design-Builder to proceed by issuance of a Proceed Order that defines the scope of work to be performed and specifies a not-to-exceed compensation amount for the Design-Builder. The Design-Builder shall not exceed the compensation amount specified in the Proceed Order without prior written authorization from the COUNTY, and if the Design-Builder does exceed such amount, Design-Builder shall be responsible for all such excess costs. If a Proceed Order is issued, the Design-Builder shall submit its proposal for the changes in the Work within thirty (30) Days after the issuance of the Proceed Order, or such other period of time specified in the Proceed Order, or upon completion of the changed Work, whichever is earlier. All charges arising out of a Proceed Order are to be documented and verified in a manner acceptable to the Director.

12.1.6 Unilateral CONTRACT Amendment

The COUNTY may issue a Unilateral CONTRACT Amendment, which is a CONTRACT Amendment signed and issued by the COUNTY, but is not signed by the Design-Builder. A Unilateral CONTRACT Amendment may be issued by the COUNTY under any of the following conditions:

12.1.6.A The Design-Builder fails to submit a price and/or time extension proposal for the changed Work within thirty (30) Days of receipt of the Request for Quotation or such other period of time specified in the Request for Quotation; or

12.1.6.B The Design-Builder fails or refuses to sign a CONTRACT Amendment within thirty (30) Days of receipt or such other period of time specified in writing by the COUNTY; or

12.1.6.C The COUNTY notifies the Design-Builder in writing that the CONTRACT Amendment 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 CONTRACT Amendment indicating that it is unilateral and the effective date thereof.

12.1.7 Any other written order including direction, instruction, interpretation, or determination from the COUNTY that causes a change in the Design-Builder's obligations may be treated as a proposed CONTRACT Amendment as provided in Article 12.2, Constructive Changes.

12.1.8 Except as provided in this Article, no order, statement, or conduct of the COUNTY shall be treated as a CONTRACT Amendment under this Article or entitle the Design-Builder to an equitable adjustment.

12.2 CONSTRUCTIVE CHANGES

12.2.1 Notice: The primary purpose of this paragraph is to obtain prompt reporting of changed conditions that the Design-Builder considers to constitute a change to the CONTRACT, including, without limitation, changed conditions caused by COUNTY conduct, 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). The Design-Builder shall notify the COUNTY in writing within fourteen (14) Days from the date of COUNTY conduct (including actions, inactions, and written communications) or Design-Builder's discovery of the changed conditions that the Design-Builder regards as a change to the CONTRACT. On the basis of the most accurate information available to the Design-Builder, the notice shall state:

12.2.1.A The date, nature, and circumstance of the conduct or changed conditions regarded as a change;

12.2.1.B The name, function, and activity of each Design-Builder official, agent, or employee involved in or knowledgeable about such conduct or changed conditions;

12.2.1.C The identification of any documents and the substance of any communication involved in such conduct or changed conditions;

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

12.2.1.E The particular elements of CONTRACT performance for which the Design-Builder may seek an equitable adjustment under this Article, including:

12.2.1.E.i What specific portions of the CONTRACT Documents have been, or may be, affected by the alleged change;

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

12.2.1.E.iii 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 01310, Project Schedule, of the Project Manual; and

12.2.1.E.iv What estimated cost and time impacts, if any, are associated with the alleged change.

12.2.1.F The Design-Builder's estimate of the time by which the COUNTY must respond to the Design-Builder's notice to minimize cost, delay, or disruption of performance, in accordance with Section 01310, Project Schedule, of the Project Manual.

12.2.2 Continued Performance: Following submission of the notice required by Article 12.2.1 above, the Design-Builder shall diligently continue performance of this CONTRACT as though not changed by the conduct reported under Article 12.2.1 until notified of the COUNTY's response under Article 12.2.3, below.

12.2.3 Response: The COUNTY will endeavor, within fourteen (14) Days after receipt of notice, to respond to the notice in writing. In responding, the COUNTY will endeavor to either:

12.2.3.A Confirm that the conduct or changed conditions of which the Design-Builder gave notice constitutes a change and, when necessary, direct the mode of further performance in accordance with Article 12.1; or

12.2.3.B Countermand any communication regarded as a change; or

12.2.3.C Deny that the conduct or changed conditions of which the Design-Builder gave notice constitutes a change, and when necessary, direct the mode of further performance; or

12.2.3.D In the event the Design-Builder's notice information is inadequate to make a decision under Articles 12.2.3.A, B, or C above, advise the Design-Builder 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.

12.2.4 Equitable Adjustment:

If the COUNTY determines that COUNTY conduct or changed conditions effected a change, the CONTRACT will be modified in writing in conformance with Article 12.1. Except for an approved change to the Construction Documents, no request for equitable adjustment under this paragraph shall be allowed for any costs incurred more than fourteen (14) Days before the Design-Builder gives written notice under Article 12.2.

12.2.5 Appeals:

In the event the Design-Builder does not agree with the COUNTY's response under Article 12.2.3 above, the Design-Builder may submit an appeal in accordance with Article 4.3.

12.3 COMPENSATION FOR CHANGES IN THE WORK

12.3.1 A CONTRACT Amendment constitutes full and final accord and satisfaction, and settlement, of all of Design-Builder's claims for compensation of all kinds associated with the changed Work or event, including, but not limited to, extra costs and time. (hereinafter referred to as compensation) associated with the changed 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, including, but not limited to, delay, disruption, acceleration, general conditions, and home and field office overhead costs, as well as all taxes, insurance, and

profit. As applicable, such compensation will generally encompass: (1) compensation arising from design-related services, and/or (2) compensation arising from non-design-related services (including, but not limited to, all construction-related costs, such as labor, material, and equipment). The compensation for design-related services for Work either added or deleted by a CONTRACT Amendment shall be determined in accordance with Article 12.3.9 below. The compensation for non-design-related services for Work either added or deleted by a CONTRACT Amendment shall be determined by one or more of Method A, Method B, Method C, or by Unilateral CONTRACT Amendment as described below. The amounts for overhead, profit, insurance, and all other direct and indirect costs associated with such non-design-related services (except for bonds which are provided for in Article 12.3.2 and Article 12.3.8.C) shall be computed in accordance with percentages set forth in Articles 12.3.1.C and 12.3.8.B.

Method A, Method B, Method C, or by Unilateral CONTRACT Amendment are described below.

12.3.1.A Method A (for Compensation for non-design-related services).

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.

12.3.1.B Method B (for Compensation for non-design related services)

By agreed lump sum. All lump sum quotations prepared by the Design-Builder shall be supported by legible and itemized cost by trade. The itemized breakdown accompanying the quotation shall quantify all added and deleted labor, material, and equipment directly involved. The Design-Builder 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.

12.3.1.C Method C (for Compensation for non-design-related services).

By time and material based on actual cost. The actual cost, documented to the satisfaction of the COUNTY, of labor, materials, and equipment furnished by the Design-Builder and/or the actual cost of Subcontractor Work incurred by the Design-Builder as provided in Article 12.3.8, plus the following percentages which are considered fair and reasonable compensation for overhead, profit, insurance, and all other direct and indirect costs of the changed Work (except for bonds which are provided for in Article 12.3.2):

12.3.1.C.i 18% of the cost of labor as provided in Article 12.3.3 where furnished by the Design-Builder;

12.3.1.C.ii 15% of the cost of materials as provided in Article 12.3.4 where furnished by the Design-Builder;

12.3.1.C.iii 10% of the actual cost of equipment as provided in Article 12.3.5; and

12.3.1.C.iv 5% of the actual cost of the first tier subcontract Work as provided in Article 12.3.8.

Overhead charges shall include those charges as specified in Article 12.3.3.C below.

12.3.1.D Unilateral CONTRACT Amendment

12.3.1.D.i The terms of a Unilateral CONTRACT Amendment, including the change in CONTRACT Sum and/or CONTRACT Time shall, in the COUNTY's judgment, be fair and reasonable.

12.3.1.D.ii When a Unilateral CONTRACT Amendment has been issued, it will have the full force and effect of a CONTRACT Amendment. It will be included in schedules, payment applications, reports, and all official records of the CONTRACT. Notwithstanding the foregoing, the issuance of a Unilateral CONTRACT Amendment will not prejudice any of the Design-Builder's rights to make claims or appeal disputed matters relating to the subject of the Unilateral CONTRACT Amendment.

12.3.1.D.iii If the Design-Builder objects to a Unilateral CONTRACT Amendment, Design-Builder shall state, in writing, specific objections to, or specific points of disagreement with, any aspect of the Unilateral CONTRACT Amendment within thirty (30) Days of receipt of such CONTRACT Amendment.

12.3.2 To the total additional cost of the Work as computed by any of the three above methods, the Design-Builder may add, upon furnishing to the COUNTY satisfactory evidence of the cost thereof, the actual cost of additional bond premiums incurred by the Design-Builder 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.

12.3.3 Labor: The cost of labor used in performing the Work, whether the employer is the Design-Builder, Subcontractor, or other forces, will be the sum of the following:

12.3.3.A The gross actual wages paid including income tax withholdings but not including any employer payments to or on behalf of the workers

for health and welfare, pension, vacation, insurance, and similar purposes.

12.3.3.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 workers other than actual wages. This percentage shall constitute full compensation for all payments other than actual gross wages as specified below. The Design-Builder 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.

12.3.3.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.

12.3.4 Materials: The cost of materials required for the accomplishment of the Work shall be the delivered cost to the purchaser, whether Design-Builder, Subcontractor, or other forces, from the supplier thereof, except as the following are applicable:

12.3.4.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.

12.3.4.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.

12.3.4.C If the materials are obtained from a supply or source owned wholly or in part by the purchaser, payment therefor 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.

12.3.4.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 Article 12.3.4.A.

12.3.4.E If the Design-Builder 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 Article 12.3.4.D.

12.3.5 Equipment: Equipment rented/leased by the Design-Builder 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 Design-Builder or Subcontractor for that equipment. These invoices shall be submitted as evidence of the expense incurred.

12.3.5.A The Design-Builder 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. Design-Builder 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.

12.3.5.B The Design-Builder or Subcontractor shall furnish all data which might assist the COUNTY in the establishment of such rates.

12.3.5.B.i Operators of equipment will be paid for as provided under Article 12.3.3 above.

12.3.5.B.ii All equipment shall be in good working condition and suitable for the purpose for which the equipment is to be used. Design-Builder is responsible for any necessary repairs and ongoing maintenance of said equipment.

12.3.5.B.iii 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.

12.3.5.B.iv 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 therefor.

12.3.6 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.

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

12.3.7.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 Design-Builder 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.

12.3.7.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.

12.3.8 Subcontracts: The cost for subcontract work will be the actual cost to the Design-Builder or Subcontractor for Work performed by a Subcontractor as follows:

12.3.8.A The cost incurred by the first tier Subcontractor for labor, materials, and equipment as limited by Articles 12.3.3, 12.3.4, and 12.3.5; plus

12.3.8.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 which are provided for in Article 12.3.2):

12.3.8.B.i 18% of the cost of labor as provided in Article 12.3.3;

12.3.8.B.ii 15% of the cost of materials as provided in Article 12.3.4;
and

12.3.8.B.iii 10% of the cost of equipment as provided in Article 12.3.5.

12.3.8.C To the total additional cost to the Work as computed in accordance with Articles 12.3.8.A and 12.3.8.B above, the Subcontractor may add, 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.

12.3.9 Compensation for design-related services associated with any changes to the Work will be negotiated between the COUNTY and the Design-Builder on a lump-sum basis, which is supported by sufficient documentation providing a detailed accounting of the Design-Builder's estimate of the staffing required for such design-related services. Compensation shall be based on the schedule of hourly rates for design classifications of the Design-Builder and Subcontractor personnel, as applicable, included in Attachment C, Schedule of Hourly Rates for Design-Related Services, of the Design-Build Agreement. The hourly labor rates shall include all labor costs including, but not limited to, direct labor, fringe benefits, burden, overhead and profit associated with the design-related services. The Design-Builder's mark-up on Subcontractor costs for design-related services shall not exceed 10%.

ARTICLE 13 JURISDICTIONAL AGENCY REVIEWS AND APPROVALS

In the event jurisdictional and agency reviews exceed the durations identified for such reviews in the Project Schedule and independently cause a delay to the date of Substantial Completion, such resultant delay will be designated as an Excusable Delay, as set forth in Article 10.4.1; provided that: (1) The delayed review is not caused by the Design-Builder's late submittal to the jurisdictional agency(ies); and (2) The delayed review is not caused by the Design-Builder's incomplete submittal and/or the jurisdiction's rejection of the Design-Builder's submittal as being incomplete or otherwise not ready for review. If such conditions are met, Design-Builder may be entitled to an adjustment in the CONTRACT Time, as set forth in Article 10.5. Any such adjustment will only be made by a CONTRACT Amendment after Design-Builder has submitted a CONTRACT Amendment request in accordance with Article 4.2.

ARTICLE 14 INSPECTIONS, PERMITS, TESTS, AND QUALITY

14.1 OBSERVATION

14.1.1 All Work shall meet with the approval of the COUNTY and shall be completed in conformity with the CONTRACT Documents. The COUNTY at its discretion may require the Design-Builder to obtain approval/clearance from the inspector of record for certain items to ensure the quality of the Work.

14.1.2 The COUNTY or its authorized representatives will have access to the Work at all times. The Design-Builder will furnish all facilities for inspection at the Site, and at shops or yards, and shall not cover up any Work until the Work is approved by the COUNTY. If Work is covered up before being inspected, the Design-Builder will be required to remove at Design-Builder's sole expense such portions of the Work as may be necessary to disclose the part in question.

14.1.3 The COUNTY will issue to the Design-Builder a "Notice of Noncompliance" for any portion of the Work that does not satisfy the requirements of the CONTRACT Documents. 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 CONTRACT Documents to the satisfaction of the COUNTY. The Design-Builder must obtain the COUNTY's approval for all corrections to deficient and/or non-compliant Work prior to proceeding with Work that may be affected by the deficient and/or non-compliant Work. The Design-Builder 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 in the progress payment request.

14.1.4 The COUNTY will issue to the Design-Builder an "Inspection Notice" if the Work has not been executed in full compliance with the CONTRACT Documents. The Design-Builder is responsible for bringing all Work subject to an Inspection Notice into full compliance with the CONTRACT Documents at no additional cost to the COUNTY.

14.1.5 Technical Reports may be generated for the purpose of evaluating the quality, correctness, functionality, etc., of the Design-Builder's Work or performance

under this CONTRACT in accordance with the requirements of the CONTRACT Documents.

14.2 UNCOVERING OF WORK

14.2.1 If a portion of the Work is covered contrary to the COUNTY's request or direction, or contrary to the requirements of the CONTRACT Documents, it must, if required in writing by the COUNTY, be uncovered for the COUNTY's observation and be replaced at Design-Builder's expense without adjustment of the CONTRACT Time or the CONTRACT Sum. At the COUNTY's option, the cost of such covered Work may be withheld from progress payments.

14.2.2 If a portion of the Work has been covered, which is not required by the CONTRACT Documents to be observed or inspected prior to its being covered and which the COUNTY has not specifically requested to observe prior to its being covered, the COUNTY may request to see such Work and it shall be uncovered and replaced by Design-Builder. If such Work is in accordance with the CONTRACT Documents, an appropriate adjustment to the CONTRACT Sum shall be made by CONTRACT Amendment to compensate Design-Builder for the costs of the uncovering and replacing of the Work, and if such activity extends the CONTRACT Time, an appropriate adjustment of the CONTRACT Time shall be made by CONTRACT Amendment. If such Work is not in accordance with the CONTRACT Documents, Design-Builder shall pay such costs and shall not be entitled to an adjustment of the CONTRACT Time or the CONTRACT Sum.

14.3 PERMITS, FEES, AND NOTICES

14.3.1 The Design-Builder will obtain and pay for all permits required for the Work. Further, the Design-Builder will obtain and pay for all permits incidental to the Work or made necessary by Design-Builder's operation. This includes Design-Builder/Manufacturer designated structures such as prefabricated buildings, light poles, special shoring, and the like. The Design-Builder shall also pay for the plan check of prefabricated buildings. Upon receipt of certified cost statements for plan check and permit fees, the COUNTY will reimburse Design-Builder for such charges made by agencies having jurisdiction.

14.3.2 To comply with Section 3800 of the Labor Code of the State of California, the Design-Builder and all Subcontractors requiring a permit (building, plumbing, grading, and electrical, etc.) shall file a Workers' Compensation Certificate with the Department of Public Works, Architectural Engineering Division, Contracts Administration Section. Similar filings shall be made to other jurisdictional agencies as required.

14.3.3 Exclusive of off-Site inspection specified in the CONTRACT Documents as the COUNTY's responsibility, the Design-Builder will arrange and pay for all off-Site inspection of the Work including certification thereof required by the CONTRACT Documents, or by governing authorities.

14.3.4 The COUNTY will provide on-Site inspection of the Work and will arrange for off-Site inspection when specified in the CONTRACT Documents as the

responsibility of the COUNTY. All other required inspection will be the responsibility of the Design-Builder.

14.3.5 The COUNTY will not pay any costs for licenses required in the performance of the Work. The Design-Builder shall assume this responsibility in total.

14.3.6 The Design-Builder shall deliver to COUNTY all original licenses, permits, and approvals obtained by Design-Builder in connection with the Work prior to the final payment or upon termination of the CONTRACT.

14.4 TESTS

14.4.1 Design-Builder's Responsibilities:

14.4.1.A The Design-Builder will arrange and pay for all tests of materials or performance required by the CONTRACT Documents or by ordinance or governing authority. These are defined as "required tests".

14.4.1.B The Design-Builder shall pay for all "called tests" as defined in the following Article 14.4.2, when the test results show the materials or performance fails to meet the requirements of the CONTRACT Documents. Immediately thereafter, the Design-Builder, at Design-Builder's own expense, shall remove the improper Work and replace same with materials or performance meeting the requirements of the CONTRACT Documents. The Design-Builder 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.

14.4.2 COUNTY's Responsibilities:

The COUNTY reserves the right to test or require the Design-Builder to obtain "called tests" of any materials or performance over and above "required tests" as defined above. In the event that such called tests show the Work meets the requirements of the CONTRACT Documents, the COUNTY will pay for the cost of such called tests. If the Design-Builder was required to obtain a called test from a third party, the COUNTY will reimburse the Design-Builder on the basis of Design-Builder's certified statement of the results and costs, with appropriate supporting documentation.

ARTICLE 15 SAFETY REQUIREMENTS

In the performance of this CONTRACT, the Design-Builder shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation.

15.1 SAFETY PRECAUTIONS AND PROGRAMS

The Design-Builder 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 Design-Builder shall provide at its

expense all safeguards, safety devices, and protective equipment, and shall take any and all actions appropriate to providing a safe Work Site. Design-Builder shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the CONTRACT.

15.2 SAFETY OF PERSONS AND PROPERTY

15.2.1 Design-Builder shall take adequate precautions for safety of and shall provide adequate protection at its own expense, to prevent damage, injury, or loss to the following:

15.2.1.A Design-Builder's workers and employees involved in the Work and other persons who may be affected thereby.

15.2.1.B The Work in place and materials and equipment to be incorporated therein, whether in storage on or off the Project Site, under care, custody, or control of Design-Builder or its Subcontractors.

15.2.1.C Other property at the Project Site and adjoining property.

15.2.2 Design-Builder shall erect and maintain, as required by existing conditions and performance of the Work, adequate safeguards for safety and protection, including providing adequate lighting and ventilation, posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent sites and utilities.

15.2.3 When use or storage of explosives, other hazardous materials, equipment, or unusual methods are necessary for execution of the Work, Design-Builder shall exercise the utmost care and carry on such activities only under the supervision of properly qualified personnel.

15.2.4 Design-Builder shall designate in writing a Project Safety Official whose duty shall be the prevention of accidents. The Project Safety Official shall be at the job Site at all times while construction activity is underway, and shall be thoroughly familiar with the Design-Builder'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 Design-Builder 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 Design-Builder is in compliance.

15.2.5 To the maximum extent allowed by law, the Design-Builder 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 Design-Builder, its Subcontractors or Subconsultants, or COUNTY attributable to any alleged act or omission of the Design-Builder or its Subcontractor or Subconsultant that is in violation of any applicable Federal, State, and local occupational safety regulation, including, but not limited to, 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 Design-Builder 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.

15.2.6 Design-Builder shall not load, or permit any part of the Work or the Project Site to be loaded, so as to endanger the safety of persons or property.

15.3 EMERGENCIES

In an emergency affecting the safety of persons or property, Design-Builder shall take all appropriate actions to prevent or minimize damage, injury, or loss. Design-Builder shall promptly notify COUNTY, which notice may be oral followed by written confirmation, of the occurrence of such an emergency and Design-Builder's action.

ARTICLE 16 INDEMNIFICATION, BONDS, AND INSURANCE REQUIREMENTS FOR DESIGN-BUILD PROJECTS VALUED UP TO \$25 MILLION

16.1 INDEMNIFICATION

16.1.1 To the fullest extent permitted by law, the Design-Builder shall indemnify, defend, and hold harmless the COUNTY, its Special Districts, elected and appointed officials, Board of Supervisors, officers, employees, representatives, agents, and trustees (the "Indemnified Parties") from and against any and all liability, loss, injury, or damage, including, but not limited to, demands, claims, lawsuits, actions, proceedings, judgments, settlements, awards, fees, costs, and expenses (including any fees of accountants, attorneys, experts, or other professionals, and costs of investigation, mediation, arbitration, litigation, and appeal), that arise out of, pertain to, or relate to the Work, CONTRACT or Project performed by the Design-Builder or its Subcontractors or Subconsultants, or anyone directly or indirectly engaged by the Design-Builder relating to or in connection with the Work, CONTRACT or Project, including, but not limited to, design-related services, and non-design-related services (including, but not limited to, construction services). The Design-Builder's duty to defend, indemnify, and hold harmless the Indemnified Parties includes, but is not limited to, bodily injury, death, property damage, and other damage (including, but limited to, economic loss, and liability arising from contract, tort, patent, copyright, trade secret, or trademark infringement).

16.1.2 In the event that California Civil Code Section 2782.8 is determined by a court of competent jurisdiction to apply to Design-Builder's indemnity and defense obligations under Article 16.1.1, as to the design-related services provided by the Design-Builder or its Subcontractors or Subconsultants, then, with respect to such design-related services only, the Design-Builder agrees to indemnify, defend, and hold harmless the Indemnified Parties from and against any and all liability, loss, injury or damage, including, but not limited to, demands, claims, lawsuits, actions, proceedings, judgments, settlements, awards, fees, costs, and

expenses (including any fees of accountants, attorneys, experts, or other professionals, and costs of investigation, mediation, arbitration, litigation, and appeal), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Design-Builder or its Subcontractors or Subconsultants in connection with the Work, CONTRACT, or Project. However, irrespective of the applicability of California Civil Code Section 2782.8 as to the design-related services provided by the Design-Builder, with respect to any non-design-related services (including, but not limited to, construction services) provided by the Design-Builder, Design-Builder shall defend, indemnify and hold harmless the Indemnified Parties in accordance with the terms stated in Article 16.1.1.

- 16.1.3 The indemnity and defense obligations provided for in this Article 16.1 are separate and apart from the insurance provisions set forth in Articles 16.3 and 16.4; and do not affect or limit, in any way, the applicability or scope of the obligations of Design-Builder set forth in such insurance provisions.
- 16.1.4 The indemnity and defense obligations provided for in this Article 16.1 shall survive the termination, rescission, breach, abandonment, or completion of the Work or the CONTRACT. If the Design-Builder fails to perform any of these indemnity or defense obligations, COUNTY may in its discretion backcharge the Design-Builder for COUNTY's costs and damages resulting therefrom, deduct such amounts from the CONTRACT Sum, and pursue any remedies or actions to recover such amounts from the Design-Builder.
- 16.1.5 Notwithstanding the foregoing provisions in this Article 16.1, the Design-Builder is not required to indemnify the Indemnified Parties from or against liability arising out of, pertaining to, or relating to the active negligence, recklessness, or willful misconduct of the Indemnified Parties.
- 16.1.6 The indemnity and defense obligations provided for in this Article 16.1 shall not be limited by any assertion that the Indemnified Parties are liable by reason of non-delegable duty.
- 16.1.7 The Design-Builder shall assume all risks and bear all costs for any uninsured loss of, damage to, or missing or stolen equipment, tools, vehicles, and materials owned, hired, leased, or used by the Design-Builder for the Work or Project.

16.2 BONDS

- 16.2.1 Performance Security Requirements: Prior to execution of the Design-Build Agreement, the Design-Builder shall file surety bonds with the COUNTY in the amounts and for the purposes described 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 and admitted 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 Design-Builder shall pay all premiums and costs thereof and incidental thereto (see <http://www.fms.treas.gov/c570/>).
- 16.2.2 Materials and Labor Bond (Payment Bond): A Materials and Labor Bond (Payment Bond) shall be in the sum of not less than one hundred percent (100%)

of the CONTRACT Sum to assure the payment of claims of any of the persons named in California Civil Code Section 3181, including, but not limited to, material men, mechanics, Subcontractors, Subconsultants, and laborers performing labor upon or bestowing skills or other necessary services on, or furnishing materials to the Work of the Design-Builder or its Subcontractors or Subconsultants. 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 Design-Builder in full force and effect until the Work is fully completed and is Accepted by the COUNTY, and until all payment bond claims are paid or fully resolved.

16.2.3 Bond for Faithful Performance: Bond for Faithful Performance (Performance Bond) shall be in the sum of not less than one hundred percent (100%) of the CONTRACT Sum to assure the faithful performance of the CONTRACT. This bond shall be so conditioned as to assure the faithful performance by the Design-Builder 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 Design-Builder will be free from original or developed defects, and that should original or developed defects or failures appear within a period of one year, or applicable longer warranty period that may be stated in the CONTRACT, from the date of Substantial Completion of the Work as determined by the COUNTY, the Design-Builder shall, at Design-Builder's own expense, make good such defects and failures and make all replacements and adjustments required, inclusive of any required design services, within a reasonable time after being notified by the COUNTY to do so, and to the satisfaction of the COUNTY. This bond shall be maintained by the Design-Builder in full force and effect during the performance of the Work of the CONTRACT and for a period of two years after Acceptance of the CONTRACT by the COUNTY.

16.2.4 The bonds shall meet the additional following conditions:

16.2.4.A Each bond shall be signed by both the Design-Builder (as Principal) and the surety.

16.2.4.B Should any bonds become insufficient or should any bonds or sureties be deemed unsatisfactory by the COUNTY, the Design-Builder shall replace said bonds with good and sufficient bonds, or replace such sureties, as applicable within ten Days after receiving such notice from the COUNTY. Should any bonds be deemed insufficient or should any bonds or sureties be deemed unsatisfactory, no payment(s) shall be deemed due or will be made under this CONTRACT until the new bonds and/or sureties, as applicable, shall qualify and be Accepted by the COUNTY.

16.3 GENERAL INSURANCE REQUIREMENTS

Without limiting the Design-Builder's indemnification and defense obligations, the Design-Builder shall provide and maintain, during the term of this CONTRACT, the insurance specified in this CONTRACT. 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 Design-Builder's own expense.

16.3.1 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 Request for Proposals) at Los Angeles COUNTY Department of Public Works, Architectural Engineering Division, Contracts Administration Section, P.O. Box 1460, Alhambra, CA 91802-1460, prior to commencing services under this CONTRACT. Such certificate(s) or other evidence shall:

16.3.1.A Specifically identify this CONTRACT, including the Project name and specification number.

16.3.1.B Clearly evidence all insurance required in this CONTRACT.

16.3.1.C 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.

16.3.1.D Provide additional insured status to COUNTY, its Special Districts, elected and appointed officials, Board of Supervisors, officers, employees, representatives, agents and Trustees (the "Indemnified Parties") relative to builder's risk course of construction and general liability policies for all activities arising from this CONTRACT. For the general liability policy Design-Builder shall provide ISO endorsement form CG 20-10 (11/85) or ISO forms CG 20-10 (10-01) and CG 20-37 (10-01) for ongoing and completed work.

16.3.1.E Show the Design-Builder'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 insured's insurance."

16.3.1.F Deductibles or self-insured retentions shall not exceed \$25,000 unless otherwise indicated in this Article or Design-Builder obtains prior written approval for a higher deductible amount from COUNTY. The Design-Builder is wholly responsible for any and all deductibles and self-insured retentions for all required insurance. The COUNTY retains the right to require the Design-Builder to provide a financial guarantee (bond, letter of credit, etc.) to pay for of all such retained losses and costs attributable to the Design-Builder's retention, or, withhold payment to Design-Builder in the amount of all or any deductibles/retentions in the event the Design-Builder does not pay the deductible.

- 16.3.2 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.
- 16.3.3 Waiver of Subrogation: The Design-Builder agrees to release the Indemnified Parties and waive its rights of recovery against the Indemnified Parties under the insurance policies specified in this CONTRACT.
- 16.3.4 Failure to Maintain Coverage: Failure by the Design-Builder to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the COUNTY, shall constitute a material breach of the CONTRACT upon which the COUNTY may immediately terminate or suspend this CONTRACT. The COUNTY, at its sole option, may obtain damages from the Design-Builder resulting from said breach. Alternatively, the COUNTY may purchase such required insurance coverage, and without further notice to the Design-Builder, the COUNTY may deduct from sums due to the Design-Builder any premium costs for such insurance and charge and/or pursue recovery from the Design-Builder for any additional amounts due, if any.

16.4 INSURANCE COVERAGE REQUIREMENTS-TYPES AND LIMITS

The Design-Builders shall provide the following insurances:

- 16.4.1 Builders Risk Course of Construction Insurance: Such coverage shall insure against damage from perils covered by the Causes-of-Loss Special Form (ISO form CP 10 30), and be endorsed to include earthquake, flood, ordinance or law coverage, coverage for temporary offsite storage, debris removal, pollutant cleanup and removal, preservation of property, excavation costs, landscaping, shrubs and plants and full collapse coverage during construction (without restricting collapse coverage to specified perils) and include delayed opening coverage for at least a six month period subject to a waiting period deductible of 15 Days or less. Such insurance shall be extended to include boiler and machinery coverage for air conditioning, heating and other equipment during testing. This policy shall be written on a completed-value basis [except for the earthquake coverage which shall be based on modeling of AIR Worldwide, RMS or EQE International using probable maximum loss (PML) with a 475 year return period] and cover the entire value of the Work including soft costs and any COUNTY-furnished materials and equipment, against loss or damage until completion and Acceptance by COUNTY. This insurance shall have a deductible or self-insured retention limit of not more than \$25,000 except for earthquake coverage which shall not exceed 5% of value at risk.
- 16.4.2 General Liability Insurance: Such coverage shall be written in a form equivalent to the ISO 1996 Occurrence Form and include, but not be limited to, coverage for (a) Design-Builder, all contractors and Subcontractors, consultants and Subconsultants, and professionals, (b) blanket contractual liability, and (c) explosion, collapse, and underground hazards. Design-Builder shall maintain such insurance with limits for Each Occurrence, Personal and Advertising Injury, Annual General Aggregate and Products and Completed Operations Aggregate not less than the amounts specified in Article 2, Insurance Coverage

Requirements-Types and Limits, of Section 00800, Supplementary Conditions, of the Project Manual. The coverage for Products and Completed Operations shall remain in force for not less than the period of time specified in Article 2, Insurance Coverage Requirements-Types and Limits, of Section 00800, Supplementary Conditions, of the Project Manual.

16.4.3 Automobile Liability Insurance:

16.4.3.A Minimum coverage requirements shall provide a limit not less than the amount specified in Article 2, Insurance Coverage Requirements-Types and Limits, of Section 00800, Supplementary Conditions, of the Project Manual.

16.4.3.B 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".

16.4.4 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 Design-Builder's employees. If the Design-Builder'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 Design-Builder is subject. In all cases, the above insurance shall include Employers Liability coverage with limits not less than:

16.4.4.A Each accident: \$1 million

16.4.4.B Disease – policy limit: \$1 million

16.4.4.C Disease – each employee: \$1 million

16.4.5 Asbestos Liability or Contractors Pollution Liability Insurance. If the Work requires remediation of asbestos or pollutants or application or handling of pollutants, such insurance shall cover liability for personal injury and property damage arising from the release, discharge, escape, dispersal, or emission of asbestos or pollutants, whether gradual or sudden, and include coverage for the costs and expenses associated with voluntary clean-up, testing, monitoring, and treatment of asbestos in compliance with governmental mandate or requests. If the asbestos or pollutant will be removed from the construction site, asbestos or pollution liability is also required under the Design-Builder's or its Subcontractor's Automobile Liability Insurance. Design-Builder shall maintain limits not less than the amounts specified in Article 2, Insurance Coverage Requirements-Types and Limits, of Section 00800, Supplementary Conditions, of the Project Manual.

16.4.6 Umbrella/Excess Liability Insurance: Design Builder may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies to satisfy the above- required insurance provision (Commercial General Liability, Commercial Automobile Liability, and Asbestos/Contractor's Pollution Liability Insurance).

16.4.7 Professional Liability Insurance:

- 16.4.7.A Project Specific Policy providing coverage limits for Each Occurrence and Annual Aggregate for this Project only, for not less than the amounts specified in Article 2, Insurance Coverage Requirements-Types and Limits, of Section 00800, Supplementary Conditions, of the Project Manual. Such coverage shall be subject to a maximum deductible of \$25,000 unless Design-Builder obtains prior approval for higher deductible amount from COUNTY.
- 16.4.7.B Such insurance shall cover vicarious and/or direct liability arising from any error, omission, negligent, or wrongful act of the Design-Builder, its officers, agents, employees, Subcontractors, or Subconsultants. This coverage shall continue to be maintained for not less than the period of time specified in Article 2, Insurance Coverage Requirements-Types and Limits, of Section 00800, Supplementary Conditions, of the Project Manual.

ARTICLE 17 WARRANTY, QUALITY, AND CORRECTION OF DEFECTIVE WORK

17.1 WARRANTY

- 17.1.1 In addition to any other warranties required by the CONTRACT Documents, Design-Builder warrants to COUNTY that all labor, materials, equipment, and furnishings used in, or incorporated into, the Work will be of good quality and new (unless otherwise required or permitted by the CONTRACT Documents), and all Work will be free of liens, claims, and security interests of third parties; that the Work will be of the highest quality and free from defects; and that all Work will conform to the requirements of the CONTRACT Documents. Design-Builder shall furnish to the COUNTY satisfactory evidence of compliance with this warranty. Further, the type, quality, and extent of such evidence shall be within the sole discretion of the COUNTY. Work not conforming to these requirements, including substitutions not properly approved and authorized by the COUNTY, shall be deemed non-conforming and/or defective.
- 17.1.2 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 (1) year from the date the COUNTY takes partial occupancy. The COUNTY will notify the Design-Builder in writing of the scope of any partial occupancy and the specific items under warranty.
- 17.1.3 In addition to the warranties provided for above, with respect to any warranties required by the CONTRACT Documents, express or implied, of or from Design-Builder, Subcontractors, manufacturers, or suppliers for Work performed and materials furnished under this CONTRACT, the Design-Builder shall:
- 17.1.3.A Obtain all warranties that would be given in normal commercial practice;

- 17.1.3.B Require all warranties to be executed, in writing, for the benefit of the COUNTY;
 - 17.1.3.C Deliver all such warranties to the COUNTY before Final Completion; and
 - 17.1.3.D Enforce all warranties for the benefit of the COUNTY, if directed by the Director.
- 17.1.4 The COUNTY has the right to seek enforcement of all warranties including Design-Builder's, Subcontractors', manufacturers', or suppliers' warranties.
- 17.1.5 The warranties provided for herein shall not limit the COUNTY's rights under other provisions of this CONTRACT or as provided by law, including, but not limited to, with respect to patent defects, latent defects, mistakes, fraud, or other violations of the CONTRACT.

17.2 QUALITY OF WORK

- 17.2.1 All materials, parts, and equipment furnished by the Design-Builder shall be new (unless otherwise required or permitted by the CONTRACT Documents), first quality, and free from defects and imperfections. Workmanship shall be in accordance with the best standard practices.
- 17.2.2 Any item or Work installed by the Design-Builder, but defective or not in conformance with the CONTRACT Documents, shall be corrected by and at the Design-Builder's expense. If the COUNTY notifies the Design-Builder of defective or non-conforming items or Work, Design-Builder shall promptly correct such defective or non-conforming Work at its own expense.
- 17.2.3 If such defective or non-conforming items or Work are not corrected to the satisfaction of the COUNTY within thirty (30) calendar days of such request, then the COUNTY may have such items or Work corrected to conform to the CONTRACT Documents at the Design-Builder's expense. The COUNTY may deduct the costs for correcting such Work from the CONTRACT Sum.

17.3 CORRECTION OF DEFECTIVE OR NON-CONFORMING WORK

- 17.3.1 Design-Builder shall (1) correct defective or non-conforming Work that becomes apparent during the progress of the Work or during the warranty period, and (2) replace, repair, or restore to COUNTY's satisfaction any other parts of the Work and any other real or personal property which is damaged or destroyed as a result of defective or non-conforming Work or the correction of defective or non-conforming Work. Design-Builder shall promptly commence such correction, replacement, repair, or restoration upon notice from the COUNTY, but in all events no later than 10 Days after receipt of such notice; and Design-Builder shall diligently and continuously prosecute such correction to completion. Design-Builder shall bear all costs of such correction, replacement, repair, or restoration, and all losses resulting from such defective or non-conforming Work, including additional design, testing, inspection, and compensation for COUNTY's services and expenses. Design-Builder shall perform corrective Work at such times that

are acceptable to the COUNTY and in such a manner as to avoid, to the extent practicable, disruption to the COUNTY's activities.

- 17.3.2 If immediate correction of defective or non-conforming Work is required for life safety or the protection of property and is performed by COUNTY or other contractors, Design-Builder shall pay to COUNTY all reasonable costs of correcting such defective or non-conforming Work, or the COUNTY may deduct such costs from the CONTRACT Sum. Design-Builder shall replace, repair, or restore to COUNTY's satisfaction any other parts of the Work and any other real or personal property which is damaged or destroyed as a result of such defective or non-conforming Work or the correction of such defective or non-conforming Work.
- 17.3.3 Design-Builder shall remove from the Project Site portions of the Work and materials which are not in accordance with the CONTRACT Documents and which are neither corrected by Design-Builder nor Accepted by COUNTY.
- 17.3.4 If Design-Builder fails to commence correction of defective or non-conforming Work within 10 Days after notice from COUNTY or fails to diligently prosecute such correction to completion, COUNTY may correct the defective or non-conforming Work in accordance with Article 17.2; and in addition, COUNTY may remove the defective or non-conforming Work and store salvageable materials and equipment at Design-Builder's expense. In the event the Design-Builder fails to complete or correct the defective or non-conforming Work within the allotted time, the COUNTY may correct the defective or non-conforming Work at the Design-Builder's expense. The COUNTY may deduct the costs for correcting such Work from the CONTRACT Sum.
- 17.3.5 Unless a defect or non-conformance is caused by the Design-Builder or Subcontractor or supplier at any tier, the Design-Builder shall not be liable for the repair of any defect or non-conformance of material or equipment furnished by the COUNTY, nor for the repair of any damage that results from any defect or non-conformance in COUNTY furnished material or equipment.
- 17.3.6 Design-Builder's obligations under this Article are in addition to, and not in limitation of, any other warranties or any other obligation of Design-Builder under the CONTRACT. Enforcement of Design-Builder's express warranties and guarantees to repair contained in the CONTRACT Documents shall be in addition to and not in limitation of any other rights or remedies COUNTY may have under the CONTRACT or at law or in equity for defective or non-conforming Work. Nothing contained in this Article shall be construed to establish a period of limitation with respect to other obligations of Design-Builder under the CONTRACT. Establishment of any warranty period relates only to the specific obligation of Design-Builder to correct the Work and in no way limits either Design-Builder's liability for defective or non-conforming Work or the time within which proceedings may be commenced to enforce Design-Builder's obligations under the CONTRACT.
- 17.3.7 Design-Builder shall restore any Work damaged in fulfilling the conditions of this Article. The Design-Builder's warranty with respect to Work repaired or replaced shall be extended for one (1) year from the date of repair or replacement.

17.3.8 The terms of this Article 17 do not relieve the Design-Builder of any legal liability for defective or non-conforming Work discovered after one year from the date of occupancy or Substantial Completion whichever occurs later. The obligations imposed by this Article 17 shall survive the termination or completion of this CONTRACT.

ARTICLE 18 SUSPENSION AND/OR TERMINATION OF WORK AND/OR CONTRACT

18.1 SUSPENSION OF WORK

18.1.1 The Director may order the Design-Builder in writing to suspend, delay, or interrupt all or any part of the Work for such period of time as Director may determine to be appropriate for the convenience of the COUNTY.

18.1.2 Upon receipt of the order, the Design-Builder 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.

18.1.3 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) 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 the Design-Builder's cost of performance of this CONTRACT (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption, and the CONTRACT Sum shall be modified accordingly by CONTRACT Amendment. 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, but not limited to, the action, inaction, fault, or negligence of the Design-Builder, or (b) to which an adjustment is provided for or excluded under any other provision of this CONTRACT.

18.1.4 No claim under this Article 18.1 shall be allowed (a) for any costs incurred more than fourteen (14) calendar Days before the Design-Builder shall have notified the COUNTY in writing of such act or failure to act by the COUNTY, (but this limitation 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 Article 18.1 shall be allowed if not supported by adequate evidence showing that the cost would not have been incurred but for a suspension, delay, or interruption within the provisions of this Article.

18.2 TERMINATION FOR CONVENIENCE

18.2.1 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 Design-Builder specifying the part of the CONTRACT terminated and the date termination becomes effective.

- 18.2.1.A The Design-Builder shall incur no further obligations in connection with the terminated Work, and, on the date set in the notice of termination, the Design-Builder shall stop Work to the extent specified. The Design-Builder shall also terminate outstanding orders and subcontracts as they relate to the terminated Work. The Design-Builder shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated Work, except to the extent the COUNTY Accepts assignment of certain subcontracts as set forth in Section 7.3. The COUNTY may direct the Design-Builder to assign the Design-Builder's right, title, and interest under the terminated orders or subcontracts to the COUNTY. The Design-Builder must still complete the Work not terminated by the notice of termination and may incur obligations as are necessary to do so.
- 18.2.1.B The COUNTY may require the Design-Builder 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 Design-Builder shall, upon direction of the COUNTY, protect and preserve property in the possession of the Design-Builder in which the COUNTY has an interest. If the COUNTY does not exercise this right, the Design-Builder shall use its best efforts to sell such supplies and manufacturing materials for the benefit of the COUNTY.
- 18.2.1.C If the parties are unable to agree on the amount of a termination settlement, the COUNTY shall pay the Design-Builder the following amounts:
- 18.2.1.C.i For CONTRACT Work performed before the effective date of termination, the total (without duplication of any items) of:
- a) The percentage of the CONTRACT Sum which equals the percentage (%) of Work completed in accordance with the schedule of values, less prior progress payments, and any applicable Liquidated Damages, or back-charge amounts. In addition, one hundred and twenty five percent (125%) of the amounts of outstanding Stop Notices shall be withheld until the Stop Notices are resolved as provided by law, and one hundred percent (100%) of any labor withhold demands from the State or Federal Department of Labor shall be withheld until resolved; and

- b) The cost of settling and paying terminated subcontracts and orders that are properly chargeable to the terminated portion of the Work;

18.2.1.C.ii 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.

18.3 TERMINATION FOR DEFAULT

18.3.1 If the Design-Builder 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, Subconsultants, laborers, and materialmen, (e) to perform any of Design-Builder'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 Design-Builder, 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 Design-Builder and Design-Builder's sureties shall be liable for any damage to the COUNTY resulting from events of the default, whether or not the Design-Builder's right to proceed with the Work is terminated. This liability includes any increased costs incurred by the COUNTY in completing the Work

18.3.2 The Design-Builder's right to proceed shall not be terminated because of delays, nor will the Design-Builder be charged with damages under this article, if:

18.3.2.A The delay in completing the Work arises from unforeseeable causes beyond the control and without the fault or negligence of the Design-Builder (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, or (xi) delays of Subcontractors or Suppliers at any tier arising from

unforeseeable causes beyond the control and without the fault or negligence of both the Design-Builder and the Subcontractors or Suppliers); and,

18.3.2.B The Design-Builder, 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 Section 01310, Project Schedule, of the Project Manual. 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 CONTRACT Amendment. The findings of the COUNTY will be final and conclusive on the parties.

18.3.3 If, after termination of the Design-Builder's right to proceed, it is determined that the Design-Builder 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.

18.3.4 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.

18.4 TERMINATION FOR IMPROPER CONSIDERATION

18.4.1 COUNTY may, by written notice to Design-Builder, immediately terminate the right of Design-Builder to proceed under this CONTRACT if it is found that consideration, in any form, was offered or given by Design-Builder, 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 Design-Builder's performance pursuant to the CONTRACT. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against Design-Builder as it could pursue in the event of default by the Design-Builder.

18.4.2 Design-Builder 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.

18.4.3 Notice of such 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 Design-Builder at Design-Builder'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 Design-Builder. Actual knowledge of such suspension or termination by an individual Design-Builder or by a copartner, if the Design-Builder be a partnership or by the president, vice-president, secretary, or general

manager, if the Design-Builder be a corporation, or by the managing agent regularly in charge of the Work on behalf of said Design-Builder, shall in any case be sufficient notice.

ARTICLE 19 ADDITIONAL REQUIREMENTS

19.1 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

19.1.1 The Design-Builder shall notify and provide to its employees, and shall require each Subcontractor and Subconsultant 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 set forth in the CONTRACT Documents, and is also available on the Internet at www.babysafela.org for printing purposes.

19.1.2 The Design-Builder acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The Design-Builder understands that it is the COUNTY's policy to encourage all COUNTY Design-Builders to voluntarily post the COUNTY's Safely Surrendered Baby Law Poster in a prominent position at the Design-Builder's place of business. The Design-Builder will also encourage its Subcontractors and Subconsultants, if any, to post this poster in a prominent position in each Subcontractor's and Subconsultant's place of business. The COUNTY's Department of Children and Family Services will supply the Design-Builder with the poster to be used.

19.2 EMPLOYMENT OF LAID-OFF COUNTY EMPLOYEES - SKILLED TRADES AND OTHERS

19.2.1 Should Design-Builder, or any Subcontractors or Subconsultant performing more than \$250,000 of the CONTRACT Sum, require additional or replacement personnel to perform services under this CONTRACT, other than the performance of a skilled trade, Design-Builder shall give first consideration for such employment openings to qualified former COUNTY employees who are on a re-employment list.

19.2.2 Should Design-builder, or any Subcontractor or Subconsultant performing more than \$250,000 of the CONTRACT Sum, require additional or replacement personnel to perform a skilled trade not covered by an existing union hiring agreement under this CONTRACT, Design-Builder 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.

19.3 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 Design-Builder. 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.

19.4 LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

19.4.1 In evaluating bids, the COUNTY will give preference to businesses that are certified by the COUNTY as a Local Small Business Enterprise (Local SBE), consistent with Chapter 2.204 of the Los Angeles COUNTY Code. A Certified Local SBE is a business: 1) which is certified by the State of California as a small business and has had its principal office located in Los Angeles COUNTY for at least one year; or 2) In Federally funded COUNTY solicitations subject to the Federal restriction on geographical preferences, a business which is certified as small by the SBA (Small Business Administration) or which is registered as small on the Federal Central Contractor Registration data base. Certified Local SBEs must request the SBE Preference in their solicitation responses and may not request the preference unless the certification process has been completed and certification affirmed. COUNTY must verify Local SBE certification prior to applying the preference. 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 Local SBE.

19.4.2 The program provides for a 5 percent bid price reduction for certified Local SBEs that are registered COUNTY vendors whenever a solicitation for goods or services includes a cost component in the selection process. Application of the preference differs depending on the type of solicitation:

19.4.2.A For solicitations that are based on the lowest responsive and responsible bid, the preference to be granted to each Local SBE shall be equal to 5 percent of the lowest bid amount, up to a maximum of \$50,000.

19.4.2.B For solicitations that are based on factors other than just the lowest cost (Requests for Proposals), the preference to be granted to each

Local SBE is equal to 5 percent of the lowest cost proposal up to a maximum of \$50,000. Typically, in contracts for services, cost is only one of several other factors (e.g., qualifications, implementation approach, references, etc.) that are rated in arriving at a winning bid. In these cases, the cost component of each Local SBE's bid will be scored based on their original bid price less the preference amount.

19.4.2.C In all cases, the Local SBE Preference shall not exceed \$50,000 for any one solicitation.

19.4.3 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>.

19.5 DETERMINATION OF DESIGN-BUILDER RESPONSIBILITY

19.5.1 A responsible Design-Builder is a Design-Builder 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.

19.5.2 Design-Builders are hereby notified that, in accordance with Chapter 2.202 of the COUNTY Code, the COUNTY may determine whether the Design-Builder is responsible based on a review of the Design-Builder'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 Design-Builder against public entities. Labor law violations which are the fault of Subcontractors and of which the Design-Builder had no knowledge shall not be the basis of a determination that the Design-Builder is not responsible.

19.5.3 The COUNTY may declare a Design-Builder to be non-responsible for purposes of this CONTRACT if the Board of Supervisors, in its discretion, finds that the Design-Builder 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 Design-Builder'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.

19.5.4 If there is evidence that the highest ranked Design-Builder may not be responsible, the Department of Public Works shall notify the Design-Builder in writing of the evidence relating to the Design-Builder's responsibility, and its intention to recommend to the Board of Supervisors that the Design-Builder be found not responsible. The Department of Public Works shall provide the Design-Builder and/or the Design-Builder's representative with an opportunity to present evidence as to why the Design-Builder should be found to be responsible

and to rebut evidence which is the basis for the Department of Public Work's recommendation.

19.5.5 If the Design-Builder presents evidence in rebuttal to the Department of Public Works, the Department of Public Works 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 Design-Builder shall reside with the Board of Supervisors.

19.5.6 The terms shall also apply to proposed Subcontractors and Subconsultants of Design-Builders on COUNTY contracts.

19.6 DESIGN-BUILDER DEBARMENT

19.6.1 The Design-Builder is hereby notified that, in accordance with Chapter 2.202 of the COUNTY Code, the COUNTY may debar the Design-Builder 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 Design-Builder's existing contracts with the COUNTY, if the Board of Supervisors finds, in its discretion, that the Design-Builder 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 Design-Builder'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.

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

19.6.3 The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The Design-Builder and/or the Design-Builder'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 Design-Builder should be debarred, and, if so, the appropriate length of time of the debarment. The Design-Builder and the Department of Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

19.6.4 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.

19.6.5 If a Design-Builder has been debarred for a period longer than five years, that Design-Builder 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 Design-Builder 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.

19.6.6 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.

19.6.7 These terms shall also apply to proposed Subcontractors and Subconsultants of Proposers on COUNTY contracts.

19.7 COMPLIANCE WITH JURY SERVICE PROGRAM

19.7.1 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.

19.7.2 Unless Design-Builder has demonstrated to the COUNTY's satisfaction either that Design-Builder is not a Contractor as defined under the Jury Service Program (Section 2.203.020 of the COUNTY Code) or that Design-Builder qualifies for an exception to the Jury Service Program (Section 2.203.070 of the COUNTY Code), Design-Builder shall have and adhere to a written policy that provides that its employees shall receive from the Design-Builder, 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 Design-Builder or that the Design-Builder deduct from the employee's regular pay the fees received for jury service.

- 19.7.3 For purposes of this Section, "Design-Builder" or "contractor" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY Design-Builder or 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 Design-Builder. 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) Design-Builder 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 Design-Builder uses any Subcontractor and/or Subconsultant to perform services for the COUNTY under the CONTRACT, the Subcontractor and/or Subconsultant shall also be subject to the provisions of this Article. The provisions of this Article shall be inserted into any such Subcontract and/or Subconsultant contract and a copy of the Jury Service Program shall be attached to the contract.
- 19.7.4 If a Design-Builder 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 Design-Builder 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 Design-Builder falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County's decision will be final.
- 19.7.5 If Design-Builder is not required to comply with the Jury Service Program when the CONTRACT commences, Design-Builder shall have a continuing obligation to review the applicability of its exception status from the Jury Service Program, and Design-Builder shall immediately notify COUNTY if Design-Builder at any time either comes within the Jury Service Program's definition of Contractor or if Design-Builder no longer qualifies for an exception to the Program. In either event, Design-Builder 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 Design-Builder demonstrate to the COUNTY's satisfaction that Design-Builder either continues to remain outside the Jury Service Program's definition of Contractor and/or that Design-Builder continues to qualify for an exception to the Program.
- 19.7.6 If a Design-Builder 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.

19.7.7 Design-Builder'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 Design-Builder and/or bar Design-Builder from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

19.8 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULT PROPERTY TAX REDUCTION PROGRAM

19.8.1 The Design-Builder acknowledges that COUNTY has established a goal of ensuring that all individuals and businesses that benefit financially from the 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 the COUNTY and its taxpayers.

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

19.9 CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Design-Builder 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.

19.10 REDUCTION OF SOLID WASTE

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

19.11 DESIGN-BUILDER'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

The following Section refers only to the Design-Builder

19.11.1 Design-Builder 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.

19.11.2 As required by COUNTY's Child Support Compliance Program (COUNTY Code Chapter 2.200) and without limiting Design-Builder's duty under this CONTRACT to comply with all applicable provisions of law, Design-Builder 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).

19.11.3 Failure of Design-Builder to maintain compliance with these requirements shall constitute a default by Design-Builder 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.

19.11.4 Design-Builder acknowledges that COUNTY places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Design-Builder understands that it is COUNTY's policy to encourage all COUNTY Design-Builders to voluntarily post COUNTY's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Design-Builder's place of business. The COUNTY's District Attorney will supply Design-Builder with the poster to be used.

19.12 LOBBYING OF COUNTY OFFICIALS

Design-builder and each COUNTY lobbyist or COUNTY lobbying firm as defined in Los Angeles COUNTY Code Section 2.160.010, retained by Design-Builder, shall fully comply with the COUNTY Lobbyist Ordinance, Los Angeles COUNTY Code Chapter 2.160. Failure on the part of Design-Builder or any COUNTY lobbyist or COUNTY lobbying firm retained by Design-Builder 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.

19.13 GRATUITIES

19.13.1 It is improper for any COUNTY officer, employee, or agent to solicit consideration, in any form, from Design-Builder with the implication, suggestion, or statement that Design-Builder's provision of the consideration may secure more favorable treatment for Design-Builder in the award of the CONTRACT or that Design-Builder's failure to provide such consideration may negatively affect COUNTY's consideration of Design-Builder's submittal. Design-Builder shall not offer or give, either directly or through an intermediary, consideration, in any form, to a COUNTY officer, employee, or agent for the purpose of securing favorable treatment with respect to the award of the CONTRACT.

19.13.2 Design-Builder shall immediately report any attempt by a COUNTY officer, employee, or agent to solicit such improper consideration. The report shall be made either to COUNTY manager charged with the supervision of the employee, or to COUNTY Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such a solicitation may result in Design-Builder's submittal being eliminated from consideration.

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

19.14 DESIGN-BUILDER EMPLOYEES

19.14.1 The Design-Builder shall notify its employees, and shall require each Subcontractor and Subconsultant to notify their 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.

19.14.2 The Design-Builder 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 Design-Builder's employees for which COUNTY may be found jointly or solely liable.

19.14.3 Design-Builder shall comply with all applicable prevailing wage requirements. The subject Project is a public work as defined in Section 1720 of the California Labor Code.

19.14.4 Design-Builder 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. Design-Builder 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. Design-Builder shall retain such documentation for all covered employees for the period prescribed by law. Design-Builder shall indemnify, defend, and hold harmless COUNTY, its officers, and employees from employer sanctions and any other liability which may be assessed against Design-Builder or COUNTY.

19.15 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 by calling the COUNTY's Internal Service Department Central Purchasing Vendor Relations Unit at (323) 267-2650. If an entity is awarded a contract and it does not have a valid vendor number, all payments will be delayed until the entity is registered.

19.16 COMMUNITY BUSINESS ENTERPRISE (CBE) PARTICIPATION

- 19.16.1 At the time of Proposal submittal, the Design-Builder was required to provide a listing of community business enterprise (CBE) participants on the form provided at Section 00435, Community Business Enterprise Participation Form, of the Project Manual.
- 19.16.2 In addition to the CBE Participation Form submitted at the time of Proposal, the Design-Builder shall submit to the COUNTY's Project Manager, an updated CBE Participation Form immediately after the award of any subcontract to a CBE Subcontractor, Subconsultant, or supplier.

ARTICLE 20 LEGAL AND OTHER PROVISIONS

20.1 GOVERNING LAW

This CONTRACT shall be governed by and construed in accordance with the laws of the State of California. Both parties agree that the exclusive venue for all disputes or litigation hereunder shall be in the Courts of the State of California located in the COUNTY of Los Angeles. Both parties waive their rights under California Code of Civil Procedure Section 394 to file a motion to transfer any action or proceeding arising out of this CONTRACT to another venue.

20.2 SUCCESSORS AND ASSIGNS

COUNTY and Design-Builder respectively bind themselves and their successors, permitted assigns, and legal representatives to the other party and to the successors, permitted assigns, and legal representatives of such other party in respect to covenants, agreements, and obligations contained in the CONTRACT Documents. Neither party to the CONTRACT shall assign the CONTRACT, in whole or in part, without prior written consent of the other party. Notwithstanding any such assignment, each of the original contracting parties shall remain legally responsible for all of its obligations under the CONTRACT.

20.3 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 Design-Builder 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, however, that the Bond for Faithful Performance shall be deemed to expressly apply to this provision of the specifications.

20.4 OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY RIGHTS

- 20.4.1 **Ownership.** Design-Builder and COUNTY agree that all materials, including but not limited to drawings, plans, specifications, calculations, reports, deliverables, diagrams, maps, drafts, working papers, Design Documents, Construction Documents, edited and/or unedited versions of deliverables, and any other materials or documents developed under this CONTRACT, including those in electronic form, and any and all Intellectual Property rights to these materials, including, but not limited to, any copyrights, are and shall remain the sole property of COUNTY (hereafter collectively, "COUNTY Materials"). Design-Builder hereby assigns and transfers to COUNTY all Design-Builder's right, title, and interest in and to all such COUNTY Materials developed under this CONTRACT. COUNTY shall be deemed the owner of the COUNTY Materials and shall retain all common law, statutory, and other reserved rights, including copyrights, whether or not the Project is completed. COUNTY shall own the worldwide right, title, and interest in and to all expressions reduced to a tangible medium, including the overall design embodied in the Project, which are the subject matter of the copyright created (whether created solely by Design-Builder or jointly with COUNTY, or others), developed, prepared, obtained, or furnished by Design-Builder pursuant to this CONTRACT. However, Design-Builder will be allowed to retain all ideas, concepts, procedures, processes, systems, method of operation, or principles, embodied in the COUNTY Materials.
- 20.4.2 **Working Papers.** Notwithstanding such COUNTY ownership in the COUNTY Materials, Design-Builder may retain possession of working papers and materials prepared by Design-Builder under this CONTRACT. Design-Builder will be permitted to retain such for the furtherance of its technical proficiency; however, publication of this material is subject to prior written approval of the COUNTY. During and for a minimum of five years subsequent to the term of this CONTRACT, COUNTY shall have the right to inspect any and all such working papers and materials, make copies thereof and use the working papers and materials and the information contained therein.
- 20.4.3 **Transfer and Assignment.** Design-Builder shall execute all documents requested by COUNTY and shall perform all other acts requested by COUNTY to assign and transfer to, and vest in COUNTY, all Design-Builder's right, title and interest in and to the COUNTY Materials, including, but not limited to, any and all copyrights, and any other proprietary rights and derivatives thereof resulting from this CONTRACT. The Design-Builder further agrees to ensure transfer of all rights to COUNTY Materials that may be created or produced under this CONTRACT by its suppliers, vendors, Subconsultants or Subcontractors. COUNTY shall have the right to register all applicable rights, including copyrights, in the name of the COUNTY. Further, COUNTY shall have the right to assign, license, or otherwise transfer any and all COUNTY's rights, title, and interest, including, but not limited to copyrights, in and to the COUNTY Materials.
- 20.4.4 **Reuse.** COUNTY Materials are, and shall remain, the property of COUNTY whether the Project or Work for which they are made under this CONTRACT is executed/completed or not. Such documents may be used by COUNTY to

construct one or more like projects or in other works, without the approval of, or additional compensation to, the Design-Builder. Design-Builder however, shall not be liable for injury or damage resulting from re-use of COUNTY Materials if Design-Builder is not involved in the subsequent project or work. With respect thereto, Design-Builder agrees not to assert any rights and not to establish any claim, including but not limited to, those under the design patent or copyright laws. Design-Builder shall also be permitted to reuse details of the drawings for other projects, but shall not use drawings as a whole without written authorization by Director.

- 20.4.5 Liability for Reuse. To the extent the work provided hereunder by Design-Builder is covered by California Business and Professions Code Sections 5536.25, 6735, 6735.3, and 6735.4, et. seq., Design-Builder shall not be responsible for damage caused by subsequent changes to or uses of COUNTY Materials, if the subsequent changes or uses are not authorized or approved by Design-Builder, provided that Design-Builder was not also a proximate cause of the damage. In all events, COUNTY shall not be responsible for damage caused by subsequent changes to or uses of COUNTY Materials by the Design-Builder, and Design-Builder shall defend, indemnify, and hold harmless the COUNTY from and against any claims relating to or arising out of such re-use.
- 20.4.6 Representation and Warranties. Design-Builder represents and warrants that the COUNTY Materials prepared herein under this CONTRACT, are the original work of Design-Builder and does not infringe upon any Intellectual Property or proprietary rights of third parties. For those portions of the COUNTY Materials that are not the original work of Design-Builder, Design-Builder represents and warrants that it has secured all appropriate licenses, rights, and/or permission from appropriate third parties to include such materials in the COUNTY Materials.
- 20.4.7 Indemnity. Design-Builder shall defend, indemnify, and hold COUNTY harmless against any claims by third parties based on infringement of copyright, patent, trade secret, trademark, or any other claimed Intellectual Property or proprietary right, arising from COUNTY's use of COUNTY Materials created, prepared, or supplied by Design-Builder under this CONTRACT. Design-Builder will also indemnify and defend at its sole expense, any action brought against COUNTY based on a claim that COUNTY Materials furnished hereunder by Design-Builder infringe any copyright, patent, trade secret, trademark, or any other claimed intellectual property or proprietary right of third parties, and Design-Builder will pay any settlement amounts, costs, damages, and attorney's fees incurred by COUNTY. COUNTY will notify Design-Builder promptly and in writing of any such action or claim and will permit Design-Builder to fully participate in the defense thereof. This indemnity shall survive the expiration or earlier termination of this CONTRACT. Further, if the use of the COUNTY Materials is enjoined as a result of such suit or claim, Design-Builder, at no expense to COUNTY, shall obtain for COUNTY the right to use said item or materials, or shall substitute equivalent materials acceptable to COUNTY and extend this indemnity thereto.

However, Design-Builder will not indemnify COUNTY if the suit or claim results from: (1) COUNTY's alteration of the COUNTY Materials, such that said materials in their altered form infringes upon any presently existing intellectual property right; or (2) the use of COUNTY Materials in combination with other material not provided by Design-Builder when such use in combination infringes upon an existing intellectual property right.

- 20.4.8 Where Infringement Found. The Design-Builder shall additionally bear all costs arising from the use of patented equipment, materials, devices, and/or processes used on and/or incorporated into the COUNTY Materials or in other work provided hereunder the CONTRACT. When use of these equipment, materials, devices, and/or processes is judged to be an infringement and their use is banned, the Design-Builder, at its own expense, shall, with the concurrence of the COUNTY, do one of the following:
- 20.4.8.A Secure for the COUNTY the right to continue using said equipment, materials, devices, and/or processes by suspension of the injunction or by procuring a license(s);
 - 20.4.8.B Replace said equipment, materials, devices, and/or processes with non-infringing equipment, materials, devices, and/or processes;
 - 20.4.8.C Modify said equipment, materials, devices, and/or processes so that they become non-infringing; or
 - 20.4.8.D Remove said equipment, materials, devices, and/or processes and refund the sum paid therefor without prejudice to any other rights of the COUNTY.
- 20.4.9 Copyright Notice. Where applicable, Design-Builder shall affix the following notice to all COUNTY Materials, and otherwise as COUNTY may direct: "© Copyright 2008 (or such other appropriate date of first publication), Los Angeles COUNTY. All Rights Reserved."
- 20.4.10 Materials Provided by COUNTY. All materials, including software, data, reports, surveys, drawings, and other documents and information furnished to Design-Builder by the COUNTY is made available only for Design-Builder's use in performing the Services and shall remain the sole property of the COUNTY. Under no condition may these materials be used by Design-Builder for other projects that are outside the scope of this CONTRACT. All such materials shall be returned to the COUNTY at the completion of the Services, termination of the CONTRACT, or other time as the COUNTY may determine.
- 20.4.11 COUNTY Name, Marks, and Logos. If directed to do so by COUNTY, Design-Builder will place the COUNTY name and its marks and logos on COUNTY Materials developed under this CONTRACT. Design-Builder may not however, use the COUNTY name and its marks and logos on any other materials without the express written consent of COUNTY.

20.5 RIGHTS AND REMEDIES

- 20.5.1 All COUNTY's rights and remedies under the CONTRACT will be cumulative and in addition to, and not in limitation of, all other rights and remedies of COUNTY under the CONTRACT or otherwise available at law or in equity.
- 20.5.2 No action or failure to act by COUNTY or COUNTY's Project Manager will constitute a waiver of a right afforded them under the CONTRACT, nor will such action or failure to act constitute approval of or acquiescence in a condition or breach thereunder, except as may be specifically agreed in writing. No waiver by COUNTY or COUNTY's Project Manager of any condition, breach, or default will constitute a waiver of any other condition, breach, or default, nor will any such waiver constitute a continuing waiver.
- 20.5.3 No provision contained in the CONTRACT shall create or give to third parties any claim or right of action against COUNTY, COUNTY's Project Manager, or Design-Builder.

20.6 SURVIVAL

The provisions of the CONTRACT which by their nature survive termination of the CONTRACT or Final Completion, including but not limited to, all warranties, indemnities, payment obligations, and COUNTY's right to audit Design-Builder's books and records, shall remain in full force and effect after Final Completion or any termination of the CONTRACT.

20.7 SEVERABILITY OF PROVISIONS

If any one or more of the provisions contained in the CONTRACT Documents should be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

20.8 COUNTY'S RIGHT TO AUDITS AND RECORDS

COUNTY and entities and agencies designated by COUNTY will have access to and the right to audit and the right to copy at COUNTY's cost, all of the Design-Builder's books, records, contracts, correspondence, instructions, drawings, receipts, vouchers, purchase orders, and memoranda relating to the Work. The Design-Builder 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 five (5) 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. Design-Builder covenants and agrees that it shall require that any Subcontractor or Subconsultant 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 or Subconsultants relating to the performance of said Subcontractors or Subconsultants under this CONTRACT for the same time period.

20.9 NOTICES

20.9.1 Except as otherwise provided, all notices, requests, demands, and other communications to be given under the CONTRACT shall be in writing and shall be transmitted by one of the following methods:

20.9.1.A Personally delivered.

20.9.1.B Sent by facsimile where receipt is confirmed.

20.9.1.C Sent by courier where receipt is confirmed.

20.9.1.D Sent by registered or certified mail, postage prepaid, return receipt requested.

20.9.2 Such notices and other communications in above Article 20.9.1 shall be deemed, given, and received upon actual receipt in the case of all except registered or certified mail; and in the case of registered or certified mail, on the date shown on the return receipt or the date delivery during normal business hours was attempted. Such notices and communications shall be given at the respective street addresses set forth in the Article 15, Notices, of the Design-Build Agreement. Such street addresses may be changed by notice given in accordance with Article 15 of the Design-Build Agreement.

20.10 TIME OF THE ESSENCE

Time is of the essence of this CONTRACT with respect to all dates and times of performance.

20.11 CONFLICT OF INTEREST

No COUNTY employee whose position in COUNTY enables him to influence the award of this CONTRACT or any competing contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by Design-Builder herein, or have any other direct or indirect financial interest in this CONTRACT.

20.12 COMPLETE CONTRACT

This CONTRACT constitutes the full and complete contract and understanding of the parties hereto with respect to any subject matter covered herein or mentioned in this CONTRACT, and no prior agreements or understanding pertaining to any such matter, oral or written, shall be effective for any purpose. No provision of this CONTRACT may be amended in any way except by a CONTRACT Amendment.

20.13 LIMITATION OF LIABILITY

20.13.1 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 may 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 CONTRACT Documents. In such event, the proceeds of such transaction 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 Design-Builder 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 the CONTRACT Documents. Design-Builder shall look solely to said proceeds for payment of Work to be done or any claims whatsoever that may be asserted hereunder. Design-Builder 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.

20.13.2 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.

20.14 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 Design-Builder, its Subcontractor or Subconsultant 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 Design-Builder, without further acknowledgment by the parties.

20.15 COUNTY'S CONTRACTOR PERFORMANCE EVALUATION PROGRAM

The COUNTY or its agent will evaluate Design-Builder's performance under this CONTRACT on not less than an annual basis. Such evaluation will include assessing Design-Builder's compliance with all CONTRACT terms and performance standards. Design-Builder deficiencies that the COUNTY determines are severe or continuing, and that may place performance of the CONTRACT 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 Design-Builder. If improvement does not occur consistent with the corrective action measures, COUNTY may terminate this CONTRACT or impose other penalties as specified in this CONTRACT.

20.16 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.

20.17 ADVERTISING

No advertising matter shall be attached or painted on surfaces of buildings, fences, or canopies, except that names of the Design-Builder 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 of Public Works. The Design-Builder shall provide a Project identification signboard as specified.

--- END ---

May 4, 2010

SECTION 00800

SUPPLEMENTARY CONDITIONS

1. SURVEY OPERATIONS:

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

- 1.1 Employ an independent, state of California licensed Land Surveyor or registered civil engineer licensed to practice surveying to establish horizontal and vertical control points, establish property lines and other required staking.
- 1.2 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.
- 1.3 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.
- 1.4 Maintain staking as required by construction progress and maintain construction progress and maintain control points and benchmarks until final completion of the project.

- 2. (Not used)
- 3. (Not used)
- 4. (Not used)
- 5. (Not used)
- 6. (Not used)

7. INSURANCE COVERAGE REQUIREMENTS—TYPES AND LIMITS (PERTAINS TO SECTION 00700, GENERAL CONDITIONS OF THE PROJECT MANUAL:

7.1 INDEMNIFICATION

The Design-Builder 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), which may be brought against the Indemnified Parties arising from or connected with the acts, warranties/representations, errors and omissions of Design-Builder or subcontractors and other firms or persons engaged by Design-Builder arising from and/or relating to the Project. This indemnification shall not be limited by any assertion that the Indemnified Parties is liable by reason of non-delegable duty. This indemnification does not apply to liability caused by the active negligence of the County.

The Design-Builder shall assume all risks and bear all cost for any uninsured loss of damage to, or missing or stolen, equipment, tools, vehicles and materials owned, hired, leased or used by the Design-Builder for this Project unless the loss is solely caused by the active negligence of the County.

7.2 GENERAL INSURANCE REQUIREMENTS

Without limiting the Design-Builder's indemnification, the Design-Builder 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 Design-Builder'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 Request for Proposals) at Los Angeles COUNTY Department of Public Works, Architectural Engineering 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. Provide additional insured status to County, its Special Districts, elected and appointed officials, officers, employees, agents and Trustees (the Indemnified Parties) to builders risk course of construction and general liability policies for all activities arising from this AGREEMENT. For the general liability policy Design-Builder shall provide ISO endorsement form CG20-10 (11/85) or ISO forms CG 20-10 (10-01) and CG 20-37 (10-01) for on-going and completed work.
 5. Show the Design-Builder'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 non-contributing to the named insureds insurance."
 6. Deductibles or self-insured retentions shall not exceed \$25,000 unless otherwise indicated in this Section or Design-Builder obtains prior written approval for higher amount from County. The Design-Builder is wholly responsible for any and all deductibles and self-insured retentions for all required insurance. The COUNTY retains the right to require the Design-Builder to provide a financial guarantee (bond, letter of credit, etc.) to pay of all such retained losses and costs attributable to the Design-Builder's retention, or, withhold payment to Design-Builder in the amount of all or any deductibles/retentions in the event the Design-Builder's does not pay the deductible..
- 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 Design-Builder agrees to release the indemnified parties and waive its rights of recovery against the County under the insurance policies specified in this AGREEMENT.
- D. Failure to Maintain Coverage: Failure by the Design-Builder to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the COUNTY, shall constitute a material breach of the CONTRACT upon which the COUNTY may immediately terminate or suspend this AGREEMENT. The COUNTY, at its sole option, may obtain damages from the Design-Builder resulting from said breach. Alternatively, the COUNTY may purchase such required insurance coverage, and without further notice

to the Design-Builder, the COUNTY may deduct from sums due to the Design-Builder any premium costs for such insurance and charge the Design-Builder for any additional amounts due, if any.

7.3 INSURANCE COVERAGE REQUIREMENTS--TYPES AND LIMITS:

The Design-Builders shall provide the following insurance:

- A Builders Risk Course of Construction Insurance: Such coverage shall insure against damage from perils no less broad than those covered by the Causes-of-Loss Special Form (ISO form CP 10 30), and be endorsed to include coverage for earthquake, flood, ordinance or law coverage, coverage for temporary offsite storage, debris removal, pollutant cleanup and removal, preservation of property, excavation costs, landscaping, shrubs and plants and full collapse coverage during construction (without restricting collapse coverage to specified perils or design error exclusion). Such insurance shall be extended to include boiler & machinery coverage for air conditioning, heating and other equipment during testing.

The coverage limit (except for earthquake) shall be one hundred percent (100%) of the completed-value of the work to be completed under this agreement. Coverage shall be on a replacement cost basis, including any County-furnished materials and equipment, against loss or damage until completion and acceptance by County.

The earthquake limit of protection shall be based on a probable maximum loss (PML) study to be provided to County by Design-Builder using computer modeling software acceptable to County.

The Design-Builder and County shall work together to determine an appropriate limit, if any, for soft costs under this agreement.

Deductibles may not exceed \$25,000 per loss except as respects earthquake coverage. The maximum deductible shall not exceed 5% of the value of insured property at the time of loss.

- B General Liability Insurance: Such coverage shall be written on a form providing coverage no less broad than the most recent Insurance Services Office (ISO) occurrence Commercial General Liability form including but not limited to coverage for (a) Design-Builder, all contractors and sub-contractors, consultants, and professionals, (b) blanket contractual liability, and (c) explosion, collapse, and underground hazards.

To the extent there is an overlap in coverage for professional services between General Liability and Professional Liability Insurance required under this agreement, such policies shall be endorsed so as to coordinate and afford the maximum limits of protection of the two policies.

The Products and Completed Operations shall remain in force for at least 10 years after Final Completion and written acceptance of the project by the County.

This policy shall delete all and any design-build exclusions that could compromise, limit or otherwise restrict coverage as a result of action as a Design-Builder on this project, including but not limited to Design-Builders ordinary construction means and methods.

Coverage	Limit
Personal and advertising injury	\$10,000,000 occurrence \$30,000,000 policy aggregate
Products and completed Operations	\$30,000,000 policy aggregate

7.4 Automobile Liability Insurance:

7.4.1 Minimum coverage requirements shall provide a limit of not less than \$5,000,000 per accident.

7.4.2 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".

7.5 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 Design-Builder's employees. If the Design-Builder'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 Design-Builder is subject.

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

- 7.5.1 Each accident: \$1 million
- 7.5.2 Disease – policy limit: \$1 million
- 7.5.3 Disease – each employee: \$1 million

7.6 Asbestos Liability or Contractor's Pollution Liability Insurance.

Such insurance shall cover liability for personal injury and property damage arising from the release, discharge, escape, dispersal, or emission of asbestos or pollutants, whether gradual or sudden, and include coverage for the costs and expenses associated with voluntary clean-up, testing, monitoring, and treatment of asbestos or pollutants in compliance with governmental mandate or requests. If the asbestos or pollutant will be removed from the construction site, asbestos or pollution liability is also required under the contractor's or Subcontractor's Automobile Liability Insurance. Contractor shall maintain limits of not less than \$10 million per occurrence/\$10 million aggregate.

Contractors Pollution Liability: Design-builder and all Subcontractors shall be covered for pollution liability, including cleanup arising from the handling, application or other release of pollution from operation under this contract. Coverage shall be for sudden and accidental occurrences with limit no less than \$10 million per occurrence/\$10 million aggregate.

7.7 Umbrella/Excess Liability Insurance

Design Builder may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies (Commercial General Liability, Commercial Automobile Liability and Employers Liability Insurance) for total limits of \$50 million per occurrence/\$50 million annual aggregate.

7.8 Professional Liability/Error and Omissions (E&O) Insurance:

7.8.1 Design-Builder shall provide or cause to be provided Professional liability insurance with limits not less than \$5 million per occurrence/\$5 million aggregate with respect to any act, error or omission in connection with the rendering of professional services provided under this agreement, subject to a maximum deductible of (\$25,000). Coverage limits shall apply to professional services rendered under this agreement only and shall not be shared or participate with any other contract or project.

7.8.2 Such insurance shall cover liability arising from any error, omission, negligent, or wrongful act of the Design-Builder, its officers or employees or any Subcontractor of Design-Builder performing or providing professional services.

7.8.3 If professional liability insurance contains a faulty workmanship exclusion, such policy or policies shall be endorsed so that such faulty workmanship exclusion does not apply to damages

resulting from a negligent act, error or omission in the rendering or failure to render professional services under this agreement.

7.8.4 Professional liability insurance shall be maintained in the amount specified for at least three (3) years from the date the Project is completed and accepted by the County.

7.9 SPARTA (Service Providers and Artisan Tradesman Activities) Program:

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

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

8. 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.

* * *

00800DB Supplementary Conditions (May 4, 2010)
5/2010

SECTION 01010

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 the Contract Documents hereinafter, described and necessary, to complete the design and construction of the Hall of Justice Repair and Reuse Project.

Design-Builder shall also adhere to the requirements set forth by the Environmental Assessment/Environmental Impact Report (EA/EIR) prepared by Impact Sciences.

1.03 PERMANENT UTILITY SERVICES

The Work shall include all operations necessary to place required utility services in operating condition, including service lines from points of connection shown on Drawings, permanent meters, connections, and inspections. The

work (when so scheduled) includes installation of telephone conduit, backboards, and terminal cabinets as shown, and cooperation with the serving utility company for the installation of other telephone equipment and cables. The County will arrange and pay for telephone switchboards, instruments, and cables.

All other expenses in connection with utility service installations shall be borne by the Design-Builder; however, upon receipt of certified cost statements, the County will reimburse Design-Builder 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 in the Contract Documents as "N.I.C." (not in contract).

1.05 CONTRACT DOCUMENTS

The Work shall conform to the Contract Documents as referenced in Article 2, Request for Proposals, Itemized Scoping Documents List, and Contract Documents List of the Design-Build Agreement for the Hall of Justice Repair and Reuse Project.

1.06 TIME OF COMPLETION

- A. The Work to be performed under this Contract shall be completed within 1,095 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. Other terms and conditions related to contract time are contained in Article 5, Contract Time, of the Design-Build Agreement, and Article 10 of Section 00700, General Conditions, of the Project Manual.

1.07 LONG LEAD TIME MATERIALS AND EQUIPMENT

- A. The Design-Builder 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 Design-Builder 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 Design-Builder 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 Design-Builder have endeavored to fix the amount of said damages in advance as follows:
 - 1. The sum of \$22,000 a day which Design-Builder shall pay COUNTY for each day's delay in the completion of the Work to be performed in number of calendar days completion period specified.
- B. It is further mutually understood and agreed by and between the awarding entity and the Design-Builder that the sum of liquidated damages set forth above will be additive to a total of \$20,000 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 Design-Builder delay.

1.09 EXAMINATION OF SITE AND WORK

- A. Proposers 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 Scoping Documents 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 Design-Builder be relieved of the liability under his Contract, nor the County, or any of its officers, be liable for any loss sustained by the Design-Builder as a result of any

variance between conditions as shown in the Scoping Documents and the actual conditions revealed during the progress of the Work.

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 Design-Builder 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 Design-Builder'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.
 - 1. Design-Builder shall maintain clear access to all protection equipment at all times, including access to fire hydrants.
 - 2. 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.
- B. All work by the Design-Builder is subject to inspection at any time and without notice by the County.
- C. The working hours are Monday through Friday between 7:00 a.m. to 4:00 p.m. unless otherwise specified by the County.
- D. County retains the value of recycled material on the project. Contractor shall provide recycled material value tickets to the County on a monthly basis.

1.12 CUTTING AND PATCHING

The Design-Builder shall perform all cutting, patching, and finishing operations occasioned by the Work under the Contract, whether or not such operations are indicated in the Contract Documents. 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 Design-Builder shall become familiar with requirements of the South Coast Air Quality Management District Rules 50, 66, 66.1, 66.2, and 1113. The Design-Builder 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 Design-Builder 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 Design-Builder 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 Design-Builder 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 Design-Builder 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 Contract Documents, the Design-Builder 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 Design-Builder 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 Design-Builder 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 Design-Builder shall be under the general administration of the Department and in accordance with the Contract Documents.

1.19 BEST MANAGEMENT PRACTICES (BMP) REQUIREMENTS

A. The Design-Builder shall comply with the Los Angeles County Municipal Storm Water National Pollution Discharge Elimination System (NPDES) Permit, and the California Stormwater Quality Association's "Stormwater Best Management Practice Handbook for Construction", dated January 2003. A copy of the BMP Manual can be downloaded at the following website: www.cabmphandbooks.com.

For projects where the disturbed area is one acre or more, the Design-Builder must submit a Local Storm Water Pollution Prevention Plan (LSWPPP) and file a Notice of Intent (NOI) and a SWPPP with the State Water Resources Control Board, and the required annual fee and Notice of Termination.

Note: A NOI and SWPPP is not required if the disturbed area is less than one acre.

B. Related Work:

Cleaning; Section 01710.

C. The Design-Builder shall submit to the Department of Public Works, Building and Safety Division for permit approval, a stormwater construction permit. The Design-Builder shall not commence with any Work without such approval.

1.20 WORK IN PROGRESS UNDER OTHER CONTRACTS

Refer to Article 8, Construction by County or by Other Contractors, of Section 00700, General Conditions for information and requirements.

* * * *

SECTION 01055

STORM WATER POLLUTION PREVENTION

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes:

1. The Design-Builder shall comply with the applicable requirements of the National Pollution Discharge Elimination System (NPDES). The Design-Builder shall be responsible for conforming to and using materials that meet the requirements of the NPDES rules.
2. The Design-Builder shall submit to the County Department of Public Works, Building and Safety/Land Development Division, for permit approval a plan which complies with the NPDES rules. THE DESIGN-BUILDER SHALL NOT COMMENCE WORK WITHOUT THE NECESSARY APPROVALS.
3. Prepare, implement, and monitor the approved Storm Water Pollution Prevention Plan (SWPPP) for the purpose of preventing the discharge of pollutants from the construction site into the receiving waters.
4. These requirements are also addressed in Section 01710.

PART 2 - PRODUCTS

2.1 MATERIALS

- ###### A. Use materials and methods described in California Storm Water Best Management Practice Handbook for Construction Activity (BMP Handbook), latest edition.

PART 3 - EXECUTION

3.1 PREPARATION AND APPROVAL

- ###### A. Prepare the Storm Water Pollution Prevention Plan (SWPPP) as required to comply with storm water pollution regulations.

- B. At least four weeks prior to start of any construction grading activities, submit to the County two copies of the SWPPP for review and corrections. After the County's approval, provide four copies of the corrected or modified SWPPP to the County.
- C. On project sites that are one acre or more, submit to the County a completed Notice of Intent (NOI) and application fee payable to the State Water Resources Control Board with copies of the approved SWPPP indicated in Paragraph B above.

3.2 IMPLEMENTATION

- A. Install perimeter controls prior to starting other construction work at the site.
- B. Contain on-site storm water at the job site. Do not drain on-site water directly into the storm drain.
- C. Designate trained personnel for the proper implementation of the SWPPP.
- D. Revise SWPPP to suit changing site conditions and also when properly installed systems are ineffective.
- E. At the end of Contract:
 - 1. Leave in place the storm water pollution prevention controls needed for post-construction storm water management and remove those that are needed as determined by the County. Thereafter, left-in-place controls will be maintained by the County.
 - 2. Provide Site Monitoring Reports, SWPPP revisions, Compliance Certifications, and related documents to the County.
 - 3. Post-construction storm water operation and management plan as mentioned in the compliance certifications are considered to be in place at the end of the Construction Contract.

3.3 MONITORING

- A. Conduct examination of storm water pollution prevention controls monthly, as well as before and after each storm. Prepare and maintain at the job site a log of each inspection using Site Monitoring Report forms.

3.4 LIABILITIES AND PENALTIES

- A. Review of the SWPPP and inspection log by the County shall not relieve the Design-Builder from liabilities arising from non-compliance of storm water pollution regulations.
- B. Payment of penalties for non-compliance by the Design-Builder shall be the sole responsibility of the Design-Builder and will NOT be reimbursed by the County.

3.5 CHANGE OF INFORMATION

- A. Submit to the County a completed NOI for change of information (Construction Site Information and Material Handling/Management Practices).

END OF SECTION

SECTION 01120

ALTERATION PROJECT PROCEDURES

1.00 GENERAL

1.01 DESIGN-BUILDER'S USE OF THE PREMISES

- A. The Design-Builder 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. 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(s), utilities and other site improvements from damage due to the work of this Project, and be responsible for the restoration of any damaged property to its original condition if damage is a result of the Design-Builder'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, Design-Builder 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, sewer, 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 Design-Builder'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 Design-Builder's sole expense.
- B. Restoration shall be equal to the original work, and finishes shall match the appearance of, an nearly as possible, like existing adjacent work. Restoration shall be subject to acceptance by the County and shall be made as necessary at Design-Builder'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 Design-Builder'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 01200

COORDINATION AND MEETINGS

PART 1 – GENERAL

1.01 SECTION INCLUDES:

- A. Coordination
- B. Kick-Off 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 01010.

1.03 KICK-OFF MEETING

- A. County Project Manager will schedule a kick-off meeting after Notice of Award.
- B. Attendance Required: Design-Builder's Project Manager, Design Manager, and major subconsultants and subcontractors; County's Project Manager, inspector, contract administrator, and other key County personnel.
- C. Agenda:
 - 1. Contract Agreement
 - a. Review General/Supplementary Conditions
 - b. Review Contract Documents
 - 2. Receive documentation from Design-Builder
 - 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
 - b. Contract Amendment 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
5. Design and Construction Process
- a. Design-Builder to give Overview of Design and Construction
 - b. Design-Builder to identify items to be selected by County and date selections must be made.
 - c. Design-Builder 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. Design-Builder to record minutes and distribute copies within three days after meeting to participants 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, and prepare agenda with copies for participants.
- C. Attendance Required: Project Coordinator, Design-Builder, 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. Design-Builder to record minutes and distribute copies within three days after meeting to participants 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 participants 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. Design-Builder to record minutes and distribute copies within three days to participants and those affected by decisions made.

1.07 COORDINATION OF SUBMITTALS

- A. Schedule and coordinate submittals specified in Section 01300.
- 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 1700.

PART 2 – PRODUCTS

Not used.

PART 3 – EXECUTION

Not used.

* * * * *

SECTION 01220

PROGRESS MEETINGS

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Scheduling and administration of progress meetings.

1.02 RELATED REQUIREMENTS

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

1.03 PROGRESS MEETINGS

- A. The Design-Builder will schedule and administer progress meetings, called meetings and preinstallation conferences, throughout progress of work.
- B. The Design-Builder will make physical arrangements, prepare agenda and distribute notice of each meeting to participants and to Engineer, Project Manager and Inspector in advance of meeting date.
- C. The Design-Builder will record minutes, and distribute copies prior to next meeting to participants.
- D. Location of meetings: Project's field office or County Project Manager's office.
- E. Attendance: Project Manager, Inspector, Design-Builder, job superintendent, subcontractors, suppliers and others as appropriate to agenda; 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 01250

DESIGN-BUILDER'S REQUEST FOR INFORMATION

PART 1 - GENERAL

1.01 SUMMARY

- A. This section covers general requirements for Design-Builder's Requests for Information (RFI).
- B. The Design-Builder will use Primavera Expedition 9.1 (or the latest version) to prepare and submit requests for information unless otherwise instructed by the Director.
- C. Related Sections:
 - 1 General and Supplementary Conditions for changes in the Work.
 - 2 Section 01220: Project Meetings
 - 3 Section 01300: Submittals

1.02 SUBMITTALS

- A. Submit a Request for Information to the County when:
 - 1. An unforeseen condition occurs.
 - 2. Questions regarding information in the Contract Documents that are not internal to the Design-Build team 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 Design-Builder 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 Design-Builder 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 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 a legible written request 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 fax number of the Design-Builder
 - e. Number and title of affected Specification Section(s)
 - f. Drawing numbers and detail numbers as appropriate
 - g. Clear, concise explanation of information or clarification requested
 - h. Blank, lined spaces for County's response.
 - i. Signature block for County.
 - j. Mark each page of each RFI attachment in the lower right corner with the RFI number.
 - k. Number submitted RFIs consecutively
 - l. Sign and stamp all RFI forms. RFIs from subcontractor or material suppliers shall be submitted through the Design-Builder. Design-Builder 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 Design-Builder. Unanswered RFIs will be returned with a stamp or notification "Not Reviewed."

- G. RFI Log: Design-Builder 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

- A. 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.

- B. RFIs requesting clarification of coordination issues, shall include the Design-Builder'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.

- C. 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 Design-Builder for requested changes/substitutions to the Contract Documents.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

* * *

SECTION 01300

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. Design-Builder's Photographs

1.02 SUBMITTALS LIST AND SCHEDULE

- A. Submittal: Within 30 days after award of contract, and before submitting items for review, submit two copies of submittals list and schedule.
- B. The Design-Builder will use Primavera Expedition 9.1 (or the latest version) 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 Design-Builder'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 Design-Builder'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 County's review of submittals following receipt of submittal, including return to Design-Builder.
 4. Indicate date of submittal by Design-Builder to County and date of receipt of reviewed submittals by Design-Builder from County.
 5. Coordinate schedule with subcontractors and materials suppliers.
 6. On acceptance by County, adhere to schedule except when specifically otherwise permitted. Accurately maintain submittal log for duration of contract.
- D. Revisions: Revisions to original submittal list and schedule will only be accepted by the County when revisions are required by circumstances not reasonably anticipated by Design-Builder during preparation of original schedule.

1.03 SUBMITTAL PROCEDURES

- A. Transmit each submittal directly to the County 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.
- B. Sequentially number the transmittal forms. Resubmittals shall have original number with an alphabetic suffix.
- C. Identify Project, Design-Builder, 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 Design-Builder's stamp with Design-Builder'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 01600 Transport, Handling and Storage. Only deviations which have been previously accepted in writing shall be included in submittals.

- G. Provide space for Design-Builder and County review stamps.

- H. Revise and resubmit submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.

- J. Determine and verify all field dimensions and conditions, materials, catalog numbers and similar data.

- K. Coordinate as required with all trades and all public agencies involved.

- L. Unless otherwise specifically authorized by the County, make all submittals in groups containing all associated items. The County may reject partial submittals as not complying with the provisions of this Section.

- M. Resubmittals:
 - 1. Subject to same terms and conditions as original submittal.
 - 2. The County will accept not more than one resubmittal.
 - a. Should additional resubmittals be required, Design-Builder shall reimburse County for Scoping Professional'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 Scoping Professional'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 01310.

1.05 SHOP DRAWINGS

- A. Submit a schedule of the shop drawings, listing their required submission and review dates to the County for approval. The schedule shall allow sufficient time for checking by the County. In addition, the shop drawing submission and review dates shall be incorporated into the Project Schedule required in Section 01310, Project Schedule.
 - 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 County.
- 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 Design-Builder shall review, stamp with its 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 County as covered by modifications shall be properly identified. At the time of submission the Design-Builder shall inform the County in writing of any deviation in the shop drawings.
- F. Stamp: Each page of shop drawings shall bear the Design-Builder's stamp, which shall signify the Design-Builder's representation that it 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 01300. Each stamp shall be accompanied by a wet signature or initial of an employee of the Design-Builder who may be contacted for information. Stamped signatures or initials are not acceptable.
- I. Submittals not certified by being stamped and signed by the Design-Builder will be returned without action as well as those that, in the County's opinion, have not been adequately reviewed or coordinated by the Design-Builder.
- G. Method of Review: Make initial submittal of six blueline prints and one sepia transparency of the shop drawings. Comments or corrections will be noted on the transparency and returned to the Design-Builder, who shall identify all changes made since the previous submittal and resubmit in the same manner. When reviewed, the transparency will be stamped and returned to the Design-Builder who shall make distribution of copies as required.
- H. The County will review and approve shop drawings with reasonable promptness so as not to cause any delay, but only for conformance with the design concept of the project and with the information given in the Contract Documents. The County's approval of a separate item shall not indicate approval of an assembly in which the item functions.

1. Design-Builder shall allow additional time if processing must be delayed to permit coordination with subsequent submittals.
- I. Submittal of shop drawings to the County shall be made by the Design-Builder with a dated transmittal form or letter, and not by subcontractors or suppliers.
- J. The County's approval of shop drawings shall not relieve the Design-Builder of responsibility for any deviation from the requirements of the Contract Documents unless the Design-Builder has informed the County in writing of such deviation at the time of submission and the County has given written approval to the specific deviation. The County's approval shall not relieve the Design-Builder from responsibility for errors or omissions in the shop drawings.
 1. Notations by the County which increase contract or time of completion shall be brought to County's attention before proceeding with work.
- K. No portion of work requiring shop drawings shall be commenced until the shop drawings have been approved by the County.
- L. SHOP DRAWING PROCESSING
 1. Requirements for Submittal of Shop Drawings
 - a. Shop drawings shall be submitted directly to the County.
 2. Each shop drawing submitted for review shall have the following information:
 - a. Job Name
 - b. LACO No.
 - c. Specs. 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 Design-Builder stating that the submittal has been reviewed by him and that it conforms with the drawings and specifications.

5. Types of Approvals:

- a. "No Exception Taken" (Approved). This stamp will be used by the County 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 County 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.

M. Assignment of Shop Drawings Numbers

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

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

1.06 PRODUCT DATA

- A. Submit six (6) copies. Four (4) copies will be retained by the County.

- B. Mark each copy to identify applicable products, models, options and other data. Supplement manufacturers' standard data to provide information unique to this Project.
- C. After review, distribute and provide copies for Record Documents.

1.07 SAMPLES

- A. Submit samples to illustrate functional and aesthetic characteristics of the product with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
- B. Unless precisely specified, submit samples of finishes from the full range of manufacturers' standard colors, textures and patterns for County selection, or in custom colors selected.
- C. Include identification on each sample with full Project information, as required for Shop Drawings, Item, 1.04 above.
- D. Submit a minimum of three (3) samples or as specified in individual sections of the specifications.
- 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 County in writing.

1.08 MANUFACTURER'S INSTRUCTIONS

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

1.09 MANUFACTURER'S CERTIFICATES

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

1.10 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. Reproduction of Architect's reflected ceiling plan is not acceptable.
- C. Drawings shall be based on field measurements, shop drawings and product data.
- D. The coordinated drawings shall indicate each class of work in the affected area. The drawing or written submittal shall include Design-Builder'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.
- E. 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.

- F. The County will review the submittals, make appropriate notations and comments to ensure the solution meets the intent of the Contract Documents and then return to Design-Builder for implementation.
- G. The Design-Builder 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.
- H. It shall be incumbent upon the Design-Builder 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 Design-Builder's negligence in the expeditious, timely submittal of coordinated drawings.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

* * * * *

SECTION 01310

PROJECT SCHEDULE

A. GENERAL

1. The Design-Builder shall provide a Project Schedule for the Work in accordance with the requirements in the following paragraphs.
 - a. Project Schedule shall be compatible with "*Primavera Project Planner for Windows*" (P3) version 3.1 or later, (unless otherwise directed by the County), and employ the Critical Path Method (CPM) for the planning, scheduling and reporting of the Work to be performed under the Contract.
 - b. Project Schedule shall portray all significant activities of the project including design activities, jurisdictional approvals, each trade or operation and major materials, submittals of shop drawings, equipment data, procurement of materials, civic art installation, required approvals by the Design-Builder and the County, inspections and testing, commissioning, and project start-up. Each activity shall have a duration not to exceed ten (10) working days.
2. Progress Payment Applications shall be returned to the Design-Builder without action taken by the County in the event the Design-Builder does not comply with this Specification Section. Submittal and acceptance of the Initial Project Schedule in compliance with all Contract Document requirements shall be a condition precedent to the first progress payment.

B. SUBMITTAL OF SCHEDULE

1. Design-Builder shall submit the Project Schedule within ten (10) calendar days, after receipt of the Notice to Proceed (NTP) on hard copies and CD that is compatible with P3. The Design-Builder shall provide to the County for review four (4) copies of the Project schedule indicating the sequence of operations, description of the work, calendar definition and duration showing entire job performed within the specified contract time. Submittal shall include a written narrative of Baseline Schedule assumptions made by the Design-Builder in support of that approach and the basis upon which the durations and the logic have been established. It shall also identify all the key equipment needed to perform the work. Finally, it will

mention the County deliverables and provide deadlines for all such deliverables 60 calendar days prior to their installation or use.

2. If the schedule duration proposed by the Design-Builder is less than the completion date in the NTP, the proposed schedule will not nullify the Design-Builder's right to the NTP duration.
3. The County shall review the Design-Builder's Project Schedule. The Design-Builder 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.
4. The Schedule of Values shall be prepared and submitted together with the Project Schedule.
5. The schedule shall be revised at no additional cost to the County and resubmitted for review when:
 - a. changes to Contract affect Contract completion time.
 - b. "slippage" occurs because of procurement delays, rain, strikes and other delays.
 - c. any activities are modified from previous submittal.
 - d. delay on initial non-critical items is of such magnitude as to change the critical path.
6. Recovery Schedule
 - a. If the Project Schedule falls ten (10) working days behind schedule on milestone, critical path or completion dates, the Design-Builder shall be required to prepare and submit a Recovery Schedule, form and detail appropriate to the need, to explain and display how they intend to reschedule those activities to regain compliance with the Project Schedule during the immediate subsequent pay period.
 - b. The Recovery Schedule shall include all revised work schedules and manpower projections required to recover the delay. If it is required to work weekends the Design-Builder shall inform the County and request support from the County, which the Design-Builder will be required to pay for all costs associated with the recovery work.
 - c. The Recovery Schedule, upon acceptance by the County, shall be incorporated into the Project Schedule.
 - d. Under no circumstances will the addition of equipment or

construction forces, increasing the working hours or any other method, manner, or procedure to return to the contractually required completion date be considered justification for a Contract Amendment or be treated as acceleration where the need for a recovery schedule has been caused by the Design-Builder and/or its Subconsultants and Subcontractors, including its Suppliers/Vendors, at any tier.

C. PREPARATION OF SCHEDULE

1. The schedule shall be a composite reflection of the exact job requirements needed to carry out all phases of work and to complete the work in accordance with the Contract Documents.
2. The schedule shall indicate the sequence of activities planned, the area within the facility of the work activity, logic ties or interdependence of the activities, and the time estimated in working days to perform each activity.
3. Each activity in the schedule shall include the following information: Activity Designation/Number – (Description Label or Name), Duration, Calendar ID, Early start date, Late start date, Early finish date, Late finish time, Identification of activities which comprise the critical path for completion, and Total float.
4. The Design-Builder's Network shall consist of, but is not limited to the following:
 - a. Proposed Procurement Activities including mobilization, shop drawings and sample submittals and the fabrication and delivery of key and long-lead procurement elements and indicate intended submittal dates and realistic delivery dates for fabrication and delivery activities.
 - b. Proposed design activities shall include a total of fifteen (15) working days for County review of design submittals and twenty (20) working days for jurisdictional approvals. Design-Builder shall incorporate comments and resubmit the submittal in ten (10) working days. Proposed design activities shall also include a minimum of 90 calendar days for jurisdictional approvals, including all required resubmittals to the Department of Public Works Building and Safety Division.

- c. Proposed Duration for Activities, shall be in units of whole working days and shall be limited to a maximum of ten (10) working days for each activity.
 - d. Proposed Logic and Sequencing of Activities, including all construction phases and the logic between the phases.
 - e. Proposed Activities cross-referenced to a line item in the proposed Schedule of Values.
5. Seasonal weather conditions shall be considered and included in the planning and scheduling of work influenced by high or low ambient temperatures and/or precipitation to ensure completion of all Work within the Contract Time. Seasonal weather conditions shall be determined by an assessment of average historical climate conditions based upon the preceding ten (10) year records published for the locality by the National Ocean and Atmospheric Administration (NOAA) and entitled, "Local Climatological Data – Los Angeles, California." Allowances for rain days and other seasonal weather conditions shall be reflected in the form of activity at the end of the project for the full amount of allowances over the length of the project. The weather activity will not be concurred with any other activity. Minimum amount of allowances over the length of the project is thirty-five (35) work days. All delays caused by weather shall be documented by the Design-Builder in the form of a delay request.
6. Acceptance by the County of the Design-Builder's time schedule does not relieve the Design-Builder of any of its responsibility whatsoever for the accuracy or feasibility of the time schedule, or of the Design-Builder's ability to meet the Contract completion date, nor does such acceptance expressly or impliedly warrant, acknowledge, or admit the reasonableness of the activities, logic, or durations of the Design-Builder's time schedule.
7. Pursuant to float sharing requirements of this Section, use of any float suppression techniques such as preferential sequencing or logic, special lead/lag logic restraints, and extended activity durations are prohibited.
8. The Design-Builder shall incorporate Interim Milestones into their baseline schedule and schedule updates.

D. PROJECT SCHEDULE UPDATING

1. The Project Schedule shall be updated on a monthly basis throughout the entire Contract Time, until Project Substantial Completion. The Design-Builder shall meet with the County each month at a Schedule Update Meeting and provide four (4) copies of the schedule update, on hard copies and CD that is compatible with P3, to review actual versus planned progress for the past month up to the date of the update, including the date of activities started and/or completed and the percentage of work completed on each activity started.
2. In case of disagreements at the Schedule Update Meeting concerning actual progress to date, the County's determination shall govern.
3. No logic or duration changes shall be made to the accepted schedule and/or to any of its updates without the prior written authorization of the County.
4. Three-Week Look Ahead Schedule
 - a. Each week, for the entire project duration, the Design-Builder shall provide a three-week look-ahead schedule to the County Project Manager the day prior to the weekly progress meeting.
 - b. Each three-work-week look ahead shall include:
 1. The current week
 2. The forthcoming two weeks
 - c. The three-week look-ahead schedule shall be in the form of a spreadsheet containing activity IDs including descriptions from the Current Schedule and provide the following information:
 1. Start and finish dates for these activities as they will be performed on site showing the planned prosecution of the activity (with interruptions and resumptions of work).
 2. Total float from the current schedule during that month, original duration.
 3. Remaining duration.
 4. Percent complete.

5. Material delivery (ies).
 6. Anticipated inspection.
 7. Pertinent remarks as to activity status.
- d. The schedule shall be submitted to the County Project Manager a day prior to the weekly meeting for review. Submit copies of schedule on 11-inch by 17-inch paper. The Look-Ahead Schedule must also indicate which activities are on the critical path and indicate in a comment section all anticipated problem areas with proposed solutions, and a description of specific support required from the County and, for information only, third party responsibilities. Any schedule provided to the County that is not updated is reasonable cause for rejection, and by the next business morning, the Design-Builder shall be responsible for providing an updated Look-Ahead Schedule. Updated schedule shall be submitted no later than ten (10) calendar days after the data date (i.e., status date) agreed upon with the County. Updated 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 Design-Builder and its affect.

E. TIME IMPACT ANALYSIS FOR CONTRACT AMENDMENTS, DELAYS, AND DESIGN-BUILDER REQUESTS

1. When Contract Amendments (including Proposed Contract Amendments) are initiated, delays are experienced, or the Design-Builder desires to revise the Project Schedule, the Design-Builder shall submit to the County a narrative describing the impact of the Contract Amendment, delay, or Design-Builder request on the current Contract Completion Date. Each Time Impact Analysis shall include a schedule analysis fragnet and narrative demonstrating how the Design-Builder proposes to incorporate the Contract Amendment, delay, or Design-Builder request into the Project Schedule. The Time Impact Analysis shall delineate the time impact based on the date the Contract Amendment (including a Proposed Contract Amendment) is given to the Design-Builder or the date the delay occurred; the status of construction at that point in time; and the time computation of all affected activities. The activity times used in the Quality Control Time Impact Analysis shall be those included in the latest Project Schedule Update or as adjusted by mutual agreement.

2. Activity delays shall not automatically mean that an extension of the Contract Time is warranted or due the Design-Builder. It is possible that a Contract Amendment or delay will not affect existing critical activities or cause non-critical activities to become critical. A Contract Amendment or delay may result in only absorbing a part of the available total float thereby not causing any effect on the Contract Completion Date.
3. Float is not for the inclusive use or benefit of either the County or the Design-Builder. Contract Time extensions will be granted only to the extent the equitable time adjustments to the activity or activities affected by the Contract Amendment or delay exceeds the Contract Completion Date.
4. Four (4) copies of each Time Impact Analysis shall be submitted within seven (7) calendar days after the commencement of a delay or the notice of direction for a Contract Amendment (including a Proposed) is given to the Design-Builder.
5. In cases where the Design-Builder does not submit a Time Impact Analysis within seven (7) calendar days, it is mutually agreed that the particular Contract Amendment (including a Proposed Contract Amendment) delay or Design-Builder request does not require a Contract Time extension.
6. The County shall approve or reject each Time Impact Analysis unless subsequent meetings and negotiations are necessary.
7. Time Impact Analysis related to Contract Time extension and/or Contract Amendment work shall be incorporated into and attached to the applicable Contract Amendment Document(s).

F. RESPONSIBILITY FOR COMPLETION

1. The Design-Builder shall furnish sufficient forces, offices, facilities and equipment, and shall work such hours including night shift and overtime operations, as necessary to ensure the prosecution of the Work in accordance with the current monthly Project Schedule Update. If, in the opinion of the County, the Design-Builder falls behind in meeting the Project Schedule as presented in the current monthly Schedule update, the Design-Builder 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.

G. PERFORMANCE MONITORING

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

* * *

SECTION 01322

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. Section 01700, Contract Closeout

PART 2 – PRODUCTS

2.01 PHOTOGRAPHIC MEDIA

- A. Digital Images: Provide images in uncompressed TIFF format, produced by a digital camera with minimum sensor size of 4.0 megapixels, and at an image resolution of not less than 1024 by 768 pixels.

PART 3 – EXECUTION

3.01 CONSTRUCTION PHOTOGRAPHS

- A. General: Take photographs using the maximum range of depth of field, and that are in focus, to clearly show the work. Photographs with blurry or out-of-focus areas will not be accepted.
 - 1. Maintain key plan with each set of construction photographs that identifies each photographic location.

- B. **Digital Images:** Submit digital images exactly as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.
1. **Date and Time:** Include date and time in file name for each image.
 2. **Field Office Images:** Maintain one set of images on CD-ROM in the field office at project site, available at all times for reference. Identify images same as for those submitted to County Project 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. **County Project Manager Directed Construction Photographs:** From time to time, County Project Manager may instruct photographer about number and frequency of photographs and subject, general directions or vantage points for photographs. Select actual vantage points and take photographs to show the status of construction and progress since last photographs were taken.

END OF SECTION

SECTION 01340

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 Design-Builder will use Primavera Expedition 9.1 (or the latest version) to 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 Design-Builder, 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 Construction Documents.

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 DESIGN-BUILDER'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 Design-Builder 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 Design-Builder shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Department's acceptance unless the Design-Builder 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. Design-Builder'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 Design-Builder 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, Design-Builder's Drawing Number, and Date of Drawing and Revisions
6. Applicable Contract Drawings and Specifications Section Numbers
7. Design-Builder'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.

Design-Builder
Name _____

Signature _____

Title _____

C. Catalog Data

1. Each separate catalog, brochure or single page data sheet submitted shall have the identification required and the Design-Builder'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. Design-Builder 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 County. All items for color selection must be submitted prior to issuance of any approvals.

3. Design-Builder 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 Design-Builder. 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 Design-Builder'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 Design-Builder will be returned to Design-Builder. Submittals will not be reviewed or accepted by the Department without Design-Builder'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 Design-Builder.
2. **Samples** – After review Quality Control, one (1) sample will be returned and the remainder will be retained by the Department until completion of the work.

END OF SECTION

SECTION 01370

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.
- B. The Design-Builder will use Primavera Expedition 9.1 (or the latest version) to 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 Design-Builder'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 01010, "Project General Requirements".

1.02 FORM OF SUBMITTAL

- A. Type Schedule of Values on 8-1/2" x 11" white bond paper. Identify Schedule of Values with:
 - 1. Title of project and location.
 - 2. Specification number.
 - 3. Name and address of Design-Builder.
 - 4. Date of submission.
- B. Schedule of Values 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 Design-Builder's overhead and profit.
 - 2. For items on which progress payments will be requested, list the total installed value, including Design-Builder's overhead and profit.
- F. A similar detailed Schedule of Values, 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.
- G. Round off figures to nearest ten (\$10) dollars wherever possible.
- H. The sum of all values listed in the schedule shall equal the Contract Sum.

1.03 REVIEW AND RESUBMITTAL

- A. After review by the Department, revise and resubmit Schedule of Values as required. Resubmit revised Schedule in same manner.
- B. Progress payments will not be made until Schedule of Values has been approved.

* * *

SECTION 01400

QUALITY CONTROL

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Tests.
- B. Inspections.
- C. Design-Builder will employ and pay for the services of an Independent Testing Laboratory to perform all materials testing.
- D. The County will perform all required code and special inspections.
- E. 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

Design-Builder 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 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 DESIGN-BUILDER'S RESPONSIBILITIES

- A. Cooperate with laboratory personnel, provide access to Work.
 1. Employment of the laboratory shall in no way relieve Design-Builder'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 testing laboratory or inspector sufficiently in advance of operations to allow for assignment of personnel and scheduling of tests and inspections.
1. When inspections cannot be performed after such notice, reimburse County for inspection personnel and travel expenses incurred due to Design-Builder's negligence.
- F. Make arrangements with laboratory and pay for additional samples and tests required for Design-Builder's convenience.

3.02 FIELD QUALITY CONTROL

A. Tests.

1. Design-Builder will propose an independent testing laboratory to conduct material testing for the project for County approval.
2. Selection of material required to be tested shall be by the laboratory or County's representative and not by Design-Builder.
3. Design-Builder 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 Design-Builder 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 Design-Builder 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 Design-Builder.
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 Design-Builder 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 Design-Builder 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 Design-Builder.
4. Reimbursement of Inspection Costs. Design-Builder 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. Design-Builder's failure to complete the Work within the Contract Time and any previously authorized extensions thereof.
 - b. Claims between Design-Builder and other contractors.
 - c. Covering of any of the Work before the required inspections or tests are performed.
 - d. Extra inspections required for Design-Builder'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. The inspector shall have free access to any or all parts of the work at any time. The Design-Builder 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 Design-Builder from any obligation to fulfill this Contract.

* * *

SECTION 01500

TEMPORARY FACILITIES

1 - GENERAL

1.01 DESCRIPTION

- 1.02 Office.
- 1.03 Storage structure.
- 1.04 Telecommunications.
- 1.05 Hardware and Software Requirements.
- 1.06 Toilets.
- 1.07 Protection from Weather.
- 1.08 Utilities.
- 1.09 Construction signboards.
- 1.10 Temporary chain link fencing.
- 1.11 Storage of materials.
- 1.12 Parking.
- 1.13 Staging areas.

1.02 OFFICE

Design-Builder shall provide a separate office facility for County's use, of at least 480 square feet. Facility shall have a lockable exterior door, screened windows, heating and air conditioning, three six foot wide desks with drawers, one plan table, plan rack, bookcase, shelf, a minimum three drawer file cabinet and at least three chairs. The facility shall contain two separate offices of at least 120 square feet, each to be utilized by the County Project Manager and County Inspector. Each office shall have lockable interior doors. Provide one large conference table with a minimum of eight chairs to be utilized for weekly project meetings. Provide drinking water supply and cooler for the duration of the project. This facility shall be provided in addition to Design-Builder's office.

1.03 STORAGE STRUCTURE

Design-Builder shall provide and maintain on the premises, where directed, watertight storage structure for all materials which might be damaged by weather, including storage facilities for concrete test samples or other material samples required for work.

1.04 TELECOMMUNICATIONS

1. Telephone

Design-Builder shall provide, at his own expense, three (3) non-pay telephones limited to local calls. One line for use of Design-Builder and two

separate private lines for use by Department and their authorized representatives respectively. Telephones shall be provided with bells located outside of field office. Local calls are considered to be those within 213, 310, 323, 562, 626, 714, 818, 909, and 949 area codes.

2. Facsimile (FAX)

Design-Builder shall provide, at his own expense, a standard business FAX machine at job site for County use in the same area codes as specified above.

3. Digital Subscriber Line (DSL)

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

4. Virtual Private Network Card (VPN)

Design-Builder shall provide, at his own expense, one (1) VPN Card for access into the County network to be returned to the County at acceptance of the project.

1.05 HARDWARE AND SOFTWARE REQUIREMENTS

- A. The Design-Builder shall provide two computers for the project. One computer shall be for the Public Works Project Team's use, and the remaining computer shall be for the Design-Builder's use. Both computers shall be maintained by the Design-Builder until the project is substantially complete, at which point the computer for the Public Works Project Team's use will become Public Works' property.

The Design-Builder shall provide the following minimum hardware and software requirements for both computers:

- Windows XP Professional, Novell Netware 5.x
- 19" viewable widescreen monitor with contrast ratio of 800.1 and speakers (Dell 1908FP+AS501).
- Intel Pentium D, Duo Core 2, or better
- Video Card with 128 MB memory
- 2 GB of RAM memory
- CD-Rom drive

B. Security Requirements

For the above noted computers, the Design-Builder shall provide the following minimum security requirements:

- Installation of anti-virus software
- Upgrade virus definitions as they become available
- Upgrade Microsoft patches (critical and security) and services packs as they become available
- Installation of firewall (hardware or personal) for broadband Internet access (DSL, cable modem, etc.)
- Maintain confidentiality of log-on ID, password, and SecureID passcode (for VPN)

1.06 TOILETS

Design-Builder 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) Design-Builder'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.

1.07 PROTECTION FROM WEATHER

The existing building structure and interior finish and furnishings shall be protected from rain, dew, wind, and all other elements of the weather during periods when roof areas are unprotected by roofing or when breaches are present in exterior walls. Such areas shall be covered with weathertight tarpaulins or roofing materials firmly secured or by other approved methods. Refer to General Conditions. When, in the opinion of the Department, breaches in roof or wall areas afford access to unauthorized persons, the Design-Builder shall, at no additional expense to the County, construct at such breaches, substantial barricades of type and material as approved by the Department.

1.08 UTILITIES

The Design-Builder shall arrange for and provide all utility services necessary to the work, including electrical current for power and light, and water supplies; or at Design-Builder'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. Design-Builder 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 Design-Builder 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.

1.09 CONSTRUCTION SIGNBOARDS

Refer to article entitled "Advertising" of the General Conditions. Prior to any ground breaking operation or in the case ground breaking is not required, within ten (10) days after award of contract, the Design-Builder 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.

Hall of Justice Repair and Reuse Project
County of Los Angeles
Board of Supervisors

Gloria Molina	1st District
Mark Ridley-Thomas	2nd District
Zev Yaroslavsky	3rd District
Don Knabe	4th District
Michael D. Antonovich	5th District

William T. Fujioka, Chief Executive Officer
Gail Farber, Director, Department of Public Works

Name of Design-Builder

In addition, individual signs of Design-Builder, subcontractors and materialmen may be displayed as approved.

Signs shall be promptly removed by the Design-Builder 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.

1.10 TEMPORARY CHAIN LINK FENCING

1. The Design-Builder 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.

1.11 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.

1.12 STORAGE OF MATERIALS

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

1.13 PARKING

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

1.14 STAGING AREAS

Design-Builder shall coordinate with County for location, extent and type of construction staging areas.

* * *

SECTION 01570

TEMPORARY AND ENVIRONMENTAL CONTROLS

SECTION 1 - GENERAL

1.1 SUMMARY

1. 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 Design-Builder and the Design-Builder's subcontractors in performance of the work of the contract.
2. The Design-Builder will be responsible for providing and obtaining approval of a Storm Water Prevention Pollution Plan.

1.2 DEFINITIONS

1. 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.
2. Sediment means soil and other debris that has been eroded and transported by storm or well production runoff water.
3. 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.
4. Inert fill means a permitted facility that accepts inert waste such as asphalt and concrete exclusively.

5. 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.
6. Class III landfill means a landfill that accepts nonhazardous waste such as household, commercial, and industrial waste, including construction, remodeling, repair, and demolition operations.
7. Chemical waste includes petroleum products, bituminous materials, salts, alkalis, herbicides, pesticides, organic chemicals, and inorganic wastes.
8. 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

1. Comply with pertinent provisions of Section 01300.
2. 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 Design-Builder 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.

3. Storm Water Pollution Prevention Plan: Prior to beginning any demolition or excavation, the Design-Builder will prepare a Storm Water Pollution Prevention Plan (SWPPP) and submit to County as required in Section 01055. The Design-Builder will also obtain and become familiar with the latest edition of the California Storm Water Best Management Practice Handbooks. The BMP presents specific guidance on selecting practices that reduce pollutants in storm water discharges from construction activities.

1.4 QUALITY CONTROL

1. 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 Design-Builder's subcontractors to comply with the provisions of this section.
2. 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:
 1. 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 Design-Builder's proposed operations;
 2. Procedures to be implemented to provide the required environmental protection and to comply with applicable laws and regulations;

3. Location or locations of solid waste disposal areas proposed to be used by the Design-Builder, with statement as to current permits or licenses issued to those disposal areas;
 4. Design-Builder's proposed procedures for recycling and re-use of materials;
 5. Design-Builder's proposed participation in rebate programs.
3. Revise and submit the Solid Waste Management and Environmental Protection Plan as required by the County.
 4. Approval of the Design-Builder's Waste Management and Environmental Protection Plan will not relieve the Design-Builder of responsibility for adequate and continuing control of pollutants and other environmental protective measures.
 5. With each application for progress payment, submit a summary of solid waste generated by the construction and demolition operations.
 1. Submit on form copied from the example at the end of this section on a different form acceptable to the County;
 2. 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.
 3. 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.
 4. Storm Water Pollution Prevention Plan:
 1. The Design-Builder shall plan to have the SWPPP, if required, completed and approved prior to start of any construction grading activities.
 2. Upon acceptance by the County, the Design-Builder will submit the SWPPP to the appropriate review agency and obtain approval of the

plan.

3. The Design-Builder will comply with Best Management Practices (BMP) outlined in the Storm Water BMP Handbook and the requirements of the agency approving the SWPPP.
4. The Design-Builder will be responsible for obtaining and paying for The National Pollution Discharge Elimination System (NPDES) Storm Water Permit and Demonstrating Compliance with SWPPP and BMP in order to obtain the Permit.
5. The Design-Builder will be responsible for training and implementing the SWPPP and BMP during construction. The Design-Builder will schedule and conduct inspections with oversight agencies upon their request.
6. The Design-Builder will be responsible for renewing SWPPP, BMP Plans, and other storm water permits should they expire during the course of construction.
7. The Design-Builder will be responsible for modifying the plan and controls for SWPPP as required by the jurisdictional review agency.

SECTION 2 - PRODUCTS

2.1 MATERIALS

Except for materials proposed by the Design-Builder 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

2. 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.

3. Insofar as possible, confine activities of the Design-Builder 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.
4. 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 Design-Builder, promptly replace or repair to the approval of the County and at the Design-Builder's expense.
5. 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 Design-Builder'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.
6. 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.
7. 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:

1. Trenchers, pavers, graders, and trucks: 90 dBA at 50 feet as measured under the noisiest operating conditions;
2. All other equipment: 85 dBA at 50 feet.
3. Use whispered type generators as approved by the County.
4. Jack Hammers: Equip with exhaust mufflers and steel muffling sleeves; Use whispered type air compressors as approved by the County.
5. 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.
6. 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.
7. Design-Builder shall take all practical measures to minimize, or eliminate if possible, air borne and structure borne noise generated from construction activities. Design-Builder shall comply with the ground vibration limits as specified by ANSI S3.29-1983.
8. 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 Design-Builder 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

1. Design-Builder shall prevent air borne debris and dust generated during construction activities from traveling outside the area of work. 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.
2. 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.
3. Design-Builder shall water down all construction activities, such as excavation that create dust.
4. The Design-Builder 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 Design-Builder's means and methods shall dictate the exact method used to comply with this requirement.
5. 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.
6. The Design-Builder shall install a wheel wash station to remove all debris from earth trucks prior to entering public streets.

7. Silt shall be controlled by providing hard surfaces on any construction roads, **sweeping** streets, and washing trucks leaving the site.
8. The Design-Builder shouldn't allow any construction equipment with an internal combustion engine to idle more than ten (10) minutes.

3.7 COMPLIANCE

1. The County will notify the Design-Builder 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 Design-Builder 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.
2. Noncompliance: If the Design-Builder 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 Design-Builder unless it was determined that the Generic Design-Build Project Design-Builder was in compliance.

3.8 TRAFFIC REGULATION

1. 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.
2. 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.

3. Maintain constant access for police, fire, and ambulance service.
 4. 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.
 5. 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 Design-Builder is responsible for providing offsite parking for all Design-Builder construction personnel at no additional cost to the County, if the County provided Design-Builder parking area does not provide enough parking spaces for construction personnel.

END OF SECTION

SECTION 01600

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

1. Verification of intent to ship, arrival date and cartage company must be made known to County by Design-Builder.
2. Immediately on delivery, a complete and thorough inspection of the structural steel by County and Design-Builder shall be made. Any damages incurred in shipping or handling shall be replaced promptly by Design-Builder at no cost to the County.

1.03 STORAGE AND PROTECTION

1. Storage and protection shall be the responsibility of the Design-Builder.
2. Provide complete weather protection for stored structural steel. Storage must be in Los Angeles County, and all material must be insured.

3. Inspection of stored structural steel to assure it will be free from damage or deterioration shall be provided at no additional cost.
4. All storage, handling and rehandling costs, insurance and responsibility for protection and proper installation of such material is the obligation of the Design-Builder. No payment, pursuant to this provision for material shall in any way relieve the Design-Builder of its responsibility to obtain or provide, at its expense, any such material or release the Design-Builder from any of its obligations under this Contract.
5. Department may enter upon the premises where the material is stored for inspection, checking, or any other purpose he deems necessary.
6. The Design-Builder 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.
7. Design-Builder 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 01640
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 Design-Builder'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 County, 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 County may reject as non-complying such material and products that do not bear identification satisfactory to the County 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 County and at no additional cost to the County.
- B. Additional time required to secure replacements and to make repairs will not be considered by the County to justify an extension in the Contract Time of Completion.

END OF SECTION

SECTION 01700

CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

Contract Documents provisions, including General and Supplementary Conditions and other sections of the Project Manual, 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 the 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 Design-Builder 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 documents, 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 Scoping Professional will either proceed with inspection or advise the Design-Builder of unfilled requirements. The architect will prepare the Certificate of Substantial Completion following inspection or advise the Design-Builder of construction that must be completed or corrected before the certificate will be issued.
1. The County and the Scoping Professional 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 Design-Builder shall be responsible for the

cost that incurred by the County in the performance of additional inspection(s) for the purpose of determining Substantial Completion.

2. Results of the completed inspection will form the basis of requirements for final acceptance.

1.4 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 County's final inspection list of items to be completed or corrected, endorsed, and dated by the County. 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 County.
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 County will advise the Design-Builder 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 Design-Builder shall be responsible for the costs incurred by the County in the performance of the reinspection(s).

1.5 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 County'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 Contract Amendment 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. Upon completion of the Work, submit record drawings to the County.
- 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 Contract Amendments 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 County.
- D. Record Product Data: Maintain one (1) copy of each product data submittal. Note related Contract Amendments 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 the Work, submit complete set of record product data to the County.
- E. Record Sample Submitted: Immediately prior to Substantial Completion, the Design-Builder shall meet with the County 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 and submit to the County.
- G. Maintenance Manuals: Organize operation and maintenance data as described in Section 01730, Operational 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 01710, "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 01710

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 Stormwater Pollution Control Requirements for Construction Sites which require implementation of the NPDES standards. The cost of implementing the NPDES standards and adhering to the Stormwater 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. Keep premises, adjacent properties and public properties free from accumulations of waste materials and rubbish. Remove debris and dirt from public property promptly; sweep sidewalks and adjacent streets daily when soiled by work performed under this Contract.
- B. Remove or paint over, as appropriate to the substrate, graffiti on the site or surrounding fence daily.
- C. Wet down materials and rubbish to lay dust and prevent it from blowing.
- D. At least once a week, or more often if required, clean site and dispose of waste materials, debris and rubbish off the site in a legal manner. Remove combustible materials such as paper and cardboard daily.
- E. Provide on-site 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.
- F. Remove waste materials, debris and rubbish from site and legally dispose of at legal public or private dumping areas off County's property.
- G. Handle materials in a controlled manner with as few handlings as possible; do not drop or throw materials from heights.
- H. 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.
- D. Broom clean paved surfaces; rake clean other surfaces of grounds.
- E. Keep Project clean until Final Acceptance by the County.

EXHIBIT A

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

BEST MANAGEMENT PRACTICES FOR CONSTRUCTION ACTIVITIES*

The following is indicated as an attachment for construction and grading plans and represent the minimum standards of good housekeeping which must be implemented on all construction sites regardless of size.

- 9 Eroded sediments and other pollutants must be retained on site and may not be transported from the site via sheetflow, swales, area drains, natural drainage courses or wind.
- 9 Stockpiles of earth and other construction related materials must be protected from being transported from the site by the forces of wind or water.
- 9 Fuels, oils, solvents and other toxic materials must be stored in accordance with their listing and are not to contaminate the soil and surface waters. All approved storage containers are to be protected from the weather. Spills must be cleaned up immediately and disposed of in a proper manner. Spills may not be washed into the drainage system.
- 9 Excess or waste concrete may not be washed into the public way or any other drainage system. Provisions shall be made to retain concrete waste on sites until they can be disposed of as solid waste.
- 9 Trash and construction related solid wastes must be deposited into a covered receptacle to prevent contamination of rainwater and dispersal by wind.
- 9 Sediments and other materials may not be tracked from the site by vehicle traffic. The construction entrance roadways must be stabilized so as to inhibit sediments from being deposited into the public way. Accidental depositions must be swept up immediately and may not be washed down by rain or other means.
- 9 Any slopes with disturbed soils or denuded of vegetation must be stabilized so as to inhibit erosion by wind and water.
- 9 Other _____

As the authorized agent of the owner, I have read and understood the requirements listed above, necessary to control storm water pollution from sediments, erosion, and construction materials, and I certify that I will comply with these requirements.

Print Name _____
(Authorized agent of the owner)

Signature _____
(Authorized agent of the owner)

Date _____

*The above Best management Practices are detailed in the California Storm Water Best Management Practices Handbook, January 2003.
www.cabmphandbooks.com

SECTION 01720

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.
 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.
 9. Contract Amendments
- 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 County.

1.2 RECORDING

- A. Record drawings shall include dimensions from not less than two permanent and salient building points.

- B. Post changes and modifications to the Documents as they occur. Do not wait until the end of the Project.
- C. The County will periodically review record documents to assure compliance with this requirement.

1.3 PROCEDURES

- A. Design-Builder shall set aside one complete set of Construction Documents, including plans and specifications, and mark them as "Project Record Documents."
- B. Timing of Entries: Make entries within 24 hours after receipt of information.
- C. Design-Builder 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 County. Maintain separate job sets for subcontractors' and workers' daily use.
- E. Maintain "Project Record Documents" set at job site where designated by the County.
- 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 event of overlapping changes, different colors may be used for each change.
 - 1. Changes due to approved contract amendments 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 County's approval of current status of "Project Record Documents" will be a prerequisite to the County'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's approval of status of "Project Record Documents."
 2. Prior to submitting request for final payment and final inspection, Design-Builder shall submit "Project Record Documents" set to the County, with transmittal letter, in duplicate, for approval and further processing.
 3. The Design-Builder shall certify that the "Project Record Documents" are complete and accurately reflect all changes or modifications to the original Construction Documents.

SECTION 01730

OPERATIONAL AND MAINTENANCE DATA

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. To aid the continued instruction of operating and maintenance personnel, and to provide a positive source of information regarding the products incorporated into the Work, furnish and deliver the data described in this Section and in other Sections of Division 1.

1.02 SUBMITTALS

- A. Submit three (3) copies of a preliminary draft of the proposed Manual or Manuals to the County for review and comments.
- B. Unless otherwise directed in other Sections, or in writing by the County, 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 test.

5. Sheets: Separate each portion of the Manual with neatly prepared flysheets briefly describing content of the ensuing portion; flysheets may be in color.
 6. Measurements: Provide measurements in U.S. standard units such as feet and inches, lbs, and cfm; where items may be expected to be measured within ten years in accordance with metric formula, provide additional measurements in the "International Systems of Units" (SI).
- C. Provide front and back covers for each Manual, using durable material approved by Engineer and clearly identified on or though the cover with at least the following information:

OPERATING AND MAINTENANCE INSTRUCTIONS

name and address of Work

name of Design-Builder

general subject of this Manual

space for approval signature of County 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 Design-Builder, sub-contractor, suppliers, installers and authorized service and parts suppliers. Format as follows:

1. Design-Builder: _____
Address: _____
Telephone No.: _____
Person to Contact: _____
2. Subcontractor:
Address: _____
Telephone No.: _____
Person to Contact: _____
4. Installer: _____
Address: _____
Telephone No.: _____
Person to Contact: _____
5. Manufacturer: _____
Address: _____
Telephone No.: _____
Person to Contact: _____
6. Local Service Representative: _____
Address: _____
Telephone No.: _____
Person to Contact: _____

- C. Identify each product by product name and other identifying symbols as set forth in Contract Documents.
1. Product Data: Include only those sheets pertinent to specific product. Clearly identify pertinent data; line out inapplicable test.
 2. Drawings: Supplement product data with drawings as necessary. Coordinate drawings with information in Project records Documents to ensure correct illustration of completed installation.
 3. Written test, as required to supplement product data for particular installation.
 4. Submittal format and content: Provide each of the following items, as applicable, for each required items or system. Requirements will vary, depending on the equipment. Refer also to specific Specification Section requirements.
 5. System description: Provide a detailed narrative description of each system, describing function, components, capacities, controls and other data specified and including the following:
 - a. Number of
 - b. Sizes
 - c. Type of operation
 - d. Detailed operating instructions, including start up and shutdown of each system, with indications for position of controls, as applicable.
 6. Wiring diagrams: Complete wiring diagrams for internally wired components including controls.
 7. Operating sequence: Describe in detail.
 8. Manufacturers' data: Provide catalog data sheets, specifications, nameplate data and parts list.
 10. Preventative maintenance: Provide manufacturers' detailed maintenance recommendations.

11. Troubleshooting: Provide manufacturers' sequence for troubleshooting procedures for operational problems.
12. Extra parts: Provide a listing of extra stock parts furnished as part of the Contract.
13. Warranties: Provide specific manufacturer's warranty. List each component and control covered, with day and date warranty begins, date of expiration, and name, address and telephone number of person to contact regarding problems during warranty period.
14. 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 01740

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 01300 Submittals.

1.02 SUBMITTAL REQUIREMENTS

- A. General: Make submittals in accordance with the relevant requirements of Section 01300.
- 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. Design-Builder, 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 Design-Builder.
- 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 01750

PROJECT ADDED STOCK

PART 1 – GENERAL

1.01 DESCRIPTION

- A. Work in This Section: Principle items include:
 - 1. Providing Added Stock Materials to the Owner.
- B. Related Work Not in This Section:
 - 1. Project Closeout.
 - 2. Documents affecting Work of this Section include, but are not necessarily limited to, sections in all divisions of these Specifications.

1.02 QUALITY ASSURANCE

- A. Delegate the responsibility for maintenance of Added Stock to one person on the Design-Builder's staff as approved by the County.
- B. All materials shall be delivered to the County in original, unopened containers bearing the manufacturer's original labels.

1.03 SUBMITTALS

- A. Comply with pertinent provisions of Section 01340.
- C. Prior to submitting request for final payment, transmit the final Project Added Stock to the County and secure County approval.

1.04 ADDED STOCK PROTECTION AND HANDLING

- A. Maintain the Added Stock completely protected from deterioration, loss and damage until completion of the Work and transfer of all recorded data to the final Project Record Documents.

PART 2 – PRODUCTS

2.01 ADDED STOCK

- A. All materials delivered, as Added Stock, shall exactly match the materials used on the project. Materials shall be from the same dye-lots, production runs, and color matching and match the installed materials.

PART 3 - EXECUTION

3.01 SCHEDULE OF MATERIALS

<u>Section/ Drawings</u>	<u>Item</u>	<u>Quantity</u>
02810	Irrigation Items	10 of each type of emitter, sprinkler
07190	Water Repellents	5 gallons
07920	Sealants/Calking	5 tubes each type of sealant used on the project.
08710	Finish Hardware	6 key blanks for each lock
09300	Ceramic Tile	50 pieces each color/pattern
09510	Acoustical Ceiling Tile	2 sealed unopened boxes
09511	Fabric Covered ceiling	50-foot roll of ceiling fabric
09545	Special Ceiling Surfaces	1 Qt. of stain & 1 Qt. of sealer
09650	Resilient Flooring	2 unopened boxes each color/pattern. 50 linear feet of rubber base with 10 outside and 10 inside corners.
09680	Carpeting	12 feet X 12 feet
09900	Paint	5 gallons each color/finish

09986	High Performance Coatings	5 gallons each color/finish
09964	Graffiti Resistant Coating	5 gallons
15800	Air Conditioning Filters	2 for each mechanical unit
07510	Roof Walkpads	20 lineal feet of roof walkway
09900	Fluorescent Light Fixtures	2 of each type used on the project

3.02 DELIVERY

- A. Transmit all materials to the County in one submission at the completion of the Project. The Design-Builder is not to use the Added Stock materials for Punchlist and repairs.

SECTION 01800

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

PART 2 GENERAL DEBRIS RECYCLING REQUIREMENTS

- 2.1 Design-Builders working on any County projects that are estimated to generate at least ten tons or ten cubic yards of debris (whichever is less) shall submit an estimate of the total quantity of debris that will be generated by the projects and a Recycling Report to the Director in accordance with Part 3. For projects not requiring a demolition permit, Design-Builder shall use Best Management Practices (BMP) to reduce, reuse, and/or recycle debris generated by the project to the maximum extent feasible. For projects that require a demolition permit, Design-Builder shall ensure that at least 50 percent of the debris generated by the projects are reused and/or recycled.
- 2.2 Design-Builders working on any County projects that are estimated to generate less than ten tons or ten cubic yards of debris (whichever is less) or projects resulting from imminent emergencies and/or disasters proclaimed by the Board of Supervisors or from imminent events deemed as emergencies and/or disaster by the County Code are encouraged to use good-faith effort to reduce, reuse, and/or recycle the debris generated by the projects to the maximum extent feasible.
- 2.3 In performing the requirements of these specifications, the Design-Builder and subcontractors shall comply with all applicable Federal, State, and local laws and regulations, including, but not limited to, Public Resources Code Section 40000 et seq.

PART 3 DEBRIS RECYCLING REQUIREMENTS FOR ANY LOS ANGELES COUNTY PROJECTS THAT ARE ESTIMATED TO GENERATE AT LEAST TEN TONS OR TEN CUBIC YARDS OF DEBRIS (WHICHEVER IS LESS)

- 3.1 After contract award and prior to start of any construction activities, the Design-Builder shall submit to the Director an estimate of the total quantity of debris the project is expected to generate with the exception of price proposals on contracts for which the estimated total quantity of debris the project will generate was predetermined by the Department and expressly stated in this project manual.
- 3.2 In performing the work, the Design-Builder shall use BMPs to reduce, reuse, and/or recycle the debris generated by the project to the maximum extent feasible and document the reuse, recycling, and disposal activities. Design-Builders working on any project that requires a demolition permit shall ensure to the Director's satisfaction that at least 50 percent of weight and/or volume of the debris (but not necessarily 50 percent of each type of debris) generated by the project during the project duration is reused and/or recycled. The Design-Builders are also encouraged to use deconstruction process to maximize the recovery rate. The Design-Builder shall complete and submit to the County, Attachment 1 (Debris Recycling Summary), on a monthly basis.
- 3.3 As part of the Design-Builder's request for final payment, the Design-Builder shall submit a Recycling Report to the Director for review and approval.

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

- a. A completed Attachment 1 summarizing (but not necessarily per each type of debris) the project's reuse, recycling, and/or disposal activities during the project duration, OR
 - b. A comparable report summarizing (but not necessarily per each type of debris) the project's reuse, recycling, and/or disposal activities during the project duration including, but not limited to, quantity of debris reused, recycled, and/or disposed, and why the disposed debris could not have been reused and/or recycled.
- 3.4 As part of the approval of the final payment, the Director will review the Recycling Report to determine if the Design-Builder (a) documented the quantity of debris generated, reused, recycled, and disposed during the project duration, and (b) for those projects requiring a demolition permit,

reused and/or recycled at least 50 percent by weight and/or volume of debris generated by project.

PART 4 COST

The cost associated with complying with the debris recycling requirements shall be included in the Design-Builder's Base Price Proposal.

PART 5 DEFINITIONS

1. **Construction and Demolition Debris or Debris** means materials resulting from building, construction or demolition-related activities such as excavation, grading, land clearing, renovation, repair, road work and site cleanup and are considered solid waste pursuant to Section 40191 of the California Public Resources Code. The materials include, but are not limited to, asphalt, brick, cardboard, carpet, cinder block, concrete with reinforcement bars, drywall, excavated materials, fixtures and fittings, glass, gravel, green waste, metal, mixed rubble, packaging materials, paper, plastics, porcelain, road work materials, roofing materials, rock, sand, site clearance materials, soil, trees, tree stumps and other vegetative matter, stones, and wood waste.
2. **Deconstruction** means the process of carefully dismantling a structure, piece by piece prior to or instead of conventional demolition, to maximize the recovery of building materials for reuse and/or recycling.
3. **Delivery Site** means a recycling facility and recycling or reuse site or any place, including a transfer station where the debris is delivered for the sole purpose of reuse and/or recycling in a manner acceptable to the Director.
4. **Demolition Permit** means the permit issued by the Department or any other responsible governmental agency for the demolition work to be performed by the Design-Builder.
5. **Disposal** means the process of disposing of debris at a disposal.
6. **Disposal Facility** means a landfill or any location where the debris is taken for transformation.
7. **Generation** means the quantity of debris produced by the project operation before the debris is reused and/or recycled.
8. **Green Waste** means all vegetative cuttings, shrubs, stumps, logs, brush, tree trimmings, grass, and related materials which have been separated from other solid waste.

9. **Landfill** means a solid waste disposal facility that accepts solid waste for land disposal and is operating under a current Solid Waste Facility Permit issued by a local enforcement agency as defined in Section 40130 of the California Public Resources Code and concurred upon by the California Integrated Waste Management Board.
10. **Recyclable** means material that still has useful physical or chemical properties after serving its original purpose and that can be reused or re-manufactured into additional products.
11. **Recycle or Recycling** means the process of collecting, sorting, cleansing, treating, and reconstituting materials that would otherwise become solid waste and returning them to the economic mainstream in the form of raw materials for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace, and in a manner acceptable to the Director. Recycle or recycling does not include transformation.
12. **Recycling Facility** means any facility (except a transformation facility) whose principal function is to receive, store, convert, separate, or transfer recyclable materials for processing.
13. **Recycling or Reuse Site** means any place other than a recycling facility acceptable to the Director for recycling and/or reuse of debris.
14. **Reduce** means any action which causes a net reduction in the generation and/or disposal of solid waste.
15. **Reuse** means the use, in the form as it was produced, and in a manner acceptable to the Director of material which might otherwise be discarded into a disposal facility.
16. **Site Clearance Material** means materials such as trees, brush, earth, mixed concrete, rubble, sand, steel, extraneous paper, plastics, and other waste materials generated from site clearance.
17. **Source Separation** means the segregation, by the generator, of materials designated for separate collection for materials recovery or special handling.
18. **Transfer Station** means a facility utilized to receive solid wastes and to temporarily store, separate, convert, or otherwise process the materials in the solid wastes, and/or transfer the solid wastes directly from smaller to larger vehicles or railroad trains for transport.

19. **Transformation** means incineration, pyrolysis, distillation, gasification, or biological conversion other than composting.
20. **Wood Waste** means solid waste consisting of wood pieces or particles which are generated from the manufacturing or production of wood products, harvesting, processing or storage of raw wood materials, or construction or demolition activities.

Project Information

Check one:

- Building Construction Building Demolition Building Renovation
 Road-Related Construction Land/Site Clearing Other

Project Name:

Contract/Capital Project No.:

Project Address/Location:

Thomas Guide Page/Grid No(s).:

Project Engineer/Inspector:

Design-Builder Information

Company Name:

Company Address:

Report Prepared by _____ Phone Number:

Project Duration: From: _____ To: _____

Type(s) of Debris Generated	Estimated Quantity Generated (tons, c.y. or units)	Reuse/Recycling		Disposal	
		Estimated Quantity (tons, c.y. or units)	Name of Reuse/Recycling Facility/Site	Estimated Quantity (tons, c.y. or units)	Name of Disposal Facility
Asphalt					
Brick					
Concrete					
Concrete with Rebar					
Drywall					
Green Waste					
Metal (ferrous)					
Metal (non-ferrous)					
Mixed Debris					
Rock					
Soil					
Trash					
Wood Waste					
Other:					
Other:					
Total					

Notes:

- \$ Other debris types may include, but are not limited to, Ash, Cardboard, Carpeting, Glass, Gravel, Land Clearing Debris, Non-friable Asbestos, Paper, Plastic, Porcelain, Roofing Material, Sand, and Tires. Attach additional sheets if necessary.
- \$ If the debris is taken to a transfer station solely for the purpose of reuse/recycling, then list the transfer station as the reuse/recycling facility/site.
- \$ If the debris is taken to a transfer station solely for the purpose of transfer to a disposal facility, then list the transfer station as the disposal facility.