# MODEL CONTRACT

**MODEL CONTRACT**
**FOR**
**PARKING ACCESS REVENUE CONTROL SYSTEM REPLACEMENT**
***MA-280-XXXXXX***

This Contract is made and entered into the _____ day of _____, 20____, by and between the County of Orange ("County"), and_____, (D-BE) with County and D-BE sometimes individually referred to as ("Party"), or collectively referred to as ("Parties").

County and D-BE agree as follows:

## 1. CONTRACT DOCUMENTS

Contract Documents, which together comprise the complete Contract between County and DB-E, consist of the following: County approved Guaranteed Maximum Price (GMP) package(s), as approved by the Director or designee; this Contract; the General Conditions; Supplementary General Conditions; Addenda and Bulletins; Attachments; Appendices; Plans; and Specifications mentioned in any Contract Documents; and all modifications and amendments to the foregoing issued after the date of execution of the Contract, including Amendments and Change Orders. The Contract Documents also include a Faithful Performance Bond and the Labor and Material Payment Bond corresponding with each GMP. The Contract Documents are complementary, and what is called for by anyone shall be as binding as if called for by all.

## 2. SCOPE OF WORK

DB-E shall perform all work as required by, and in strict accordance with, the Contract Documents which consists of design and construction services for the ***Parking Access Revenue Control System Replacement*** (the "Project")**.**

## 3. CONTRACT PRICE CONTINGENCY AND CONTRACT TIME

## 3.1 CONTRACT PRICE

County shall pay D-BE for all work required by the Contract Documents the total Contract Price of _____ Dollars ($_____) including _____ Dollars ($_____) for Guaranteed Maximum Prices (GMP) 1 – Design Services, Pre-Construction Phase, and Construction (as defined below), as it may be adjusted pursuant to the "Changes" Section of the General Conditions, and in accordance with the "Payments" Section of the General Conditions. The sum of all Guaranteed Maximum Prices (GMP) submittals (as defined below) shall not exceed the total Contract Price.

## 3.2 CONTINGENCY

"Contingency (D-BE's)" means a fund to cover cost growth during the Project used at the discretion of the D-BE usually for costs that result from Project circumstances. The amount of the D-BE's Contingency will be a separate line item in the GMP package. Use and management of the D-BE's Contingency during the construction phase is as described here-in. Any D-BE Contingency not utilized shall be shared equally between the County and D-BE after Project completion.

"Contingency (County's)" means a fund to cover cost growth during the Project used at the discretion of the County usually for costs that result from County directed changes or unforeseen site conditions. The amount of the County's Contingency will be set by the County and will be in addition to the project costs included in the D-BE's GMP package.

D-BE's Contingency is an amount the D-BE shall use under the following conditions:

(1) At its discretion for increases in the Contract Price which are not the County's responsibility, or

(2) With written approval of the County for increases in General Condition Costs. D-BE's Contingency is assumed to be a direct project cost so will receive all markups at the time of GMP submission.

County's Contingency are funds to be used at the discretion of the County to cover any increases in Project costs that result from County directed changes or unforeseen site conditions. County's Contingency will be added to the GMP amount provided by the D-BE, the sum of which will be the full contract price for construction. Markups for Construction Fee and taxes will be applied by the D-BE at the time that County's Contingency is used. Any County Contingency not utilized shall revert to the County after Project completion."

## 3.3 CONTRACT TIME

Within 14 calendar days of the Board of Supervisors' award of the Contract, D-BE shall submit to County for its review of bonds (as detailed below); proof of insurance; and initial job Design and Construction Critical Path schedule. If County rejects the submitted documents, D-BE will have five (5) additional calendar days to resubmit. If D-BE fails to submit documents within the required time(s), the Contract Time (as defined below) will be reduced by the number of days which exceed the time for submittal. If D-BE fails to submit acceptable documents by the second submission, County may, at its sole discretion, reduce the Contract Time by the number of days between County's rejection of the second submission and County's approval of the documents.

Upon County's approval of the bonds, insurance, and initial job Design and Construction Critical Path schedule, County will deliver to D-BE a signed copy of the Contract and a Notice to Proceed for GMP 1 – Design Services and Preconstruction Phase. D-BE shall not design or commence construction until County issues a Notice to Proceed. D-BE shall complete all work required by the Contract within **550** calendar days of the effective date of the Notice to Proceed ("Contract Time"). The Contract Time includes **10** calendar days of anticipated weather calendar days necessitating stoppage of work, and a time extension due to rain or other adverse weather conditions will only be granted in accordance with the "Delays Due to Weather and Force Majeure" Section of the General Conditions.

The County will not be responsible for the failure of the D-BE to plan, schedule, and execute the work in accordance with the approved schedule or the failure of the D-BE to meet the Contract completion dates or the failure of the D-BE to schedule and coordinate the work of his Architect and Engineers, own trades and sub-contractors or to coordinate with others separate D-BEs.

Design and Construction Critical Path Schedule:

After receipt of the Contract Notice to Proceed (NTP) for GMP 1 the D-BE shall initiate design, comply with all design submission requirements as covered under General Conditions, and obtain County review of each submission. The Design and Construction Critical Path schedule shall contain separate GMPs. GMP 1 for Phase 1 shall include Design and Pre-Construction Services. Remaining GMPs shall include Construction Phase Services, construction work and any other additional work. D-BE may propose additional GMPs to County if determined necessary. The D-BE may begin construction on portions of the work for which the County has reviewed the GMP submission and has issued the related NTP.

Design and Construction Critical Path schedule shall include submission dates for all GMPs. The GMP submission dates cannot be changed without County concurrence. County agrees to review

all GMP submittals within 14 calendar days of receipt. If County rejects any submitted GMP, D-BE will have 7 additional calendar days to resubmit to County then County will have 7 additional calendar days to review.

## 4. BONDS

Within 14 calendar days after award of the Contract, the successful D-BE shall furnish a Faithful Performance Bond and a Labor and Material Payment Bond, each in an amount equal to 100% of the Contract Price, issued by a surety in accordance with the requirements of the General Conditions of the Contract. The bonds shall be in the form of the models included in the Request for Proposal must be approved by County's Risk Manager and County Counsel. The successful D-BE shall submit the bonds, all of which shall bear original signatures. The signature of the surety representative must be notarized.

## 5. LIQUIDATED DAMAGES

In accordance with Government Code Section 53069.85, D-BE agrees to forfeit and pay to County the sum of **five thousand dollars** ($5,000) per day ("Liquidated Damages") for each calendar day that completion of all the work required by the Contract Documents is delayed beyond the Contract Time, as may be adjusted by Change Order. County may deduct such sum from any payments due to or to become due to D-BE.

If the Liquidated Damages exceed the unpaid balance of the Contract Price otherwise owed to D-BE, then D-BE shall immediately pay County the difference.

## 6. EMPLOYEE ELIGIBILITY VERIFICATION

D-BE hereby certifies that it complies with all applicable laws and regulations regarding the eligibility of its employees to work in the United States, and that all of its employees performing work under this Contract meet all citizenship or immigration status requirements to do so. D-BE shall obtain all documentation necessary to verify the employment eligibility status of covered employees as described by U.S. Citizenship and Immigration Services Form I-9. D-BE shall retain such documentation for the period prescribed by law. D-BE shall indemnify, defend with counsel approved in writing by County, and hold harmless the County, its agents, officers, and employees from any sanctions or liability that may be assessed in connection with any alleged violation of federal or State laws or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

## 7. SECURING WORKERS' COMPENSATION INSURANCE CERTIFICATION

D-BE, by executing this Contract, hereby certifies:

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

## 8. PARTIES' REPRESENTATIVES

For Contractor:

DB-E's Name.
DB-E's Address
City, State Zip Code
Attn: DB-E Point of Contact
Phone: Enter phone number
E-mail: Enter email address

For County:

Agency/Department
Agency Address
City, State Zip Code
Attn: <Insert PM>, Project Manager
Phone: Phone Number
E-mail: Email address

cc: John Wayne Airport Administration
3160 Airway Ave.
Costa Mesa, CA 92626
Attn: <Insert Buyer Name>
Phone: Phone Number
E-mail: Enter email address

## 8.1 COUNTY'S REPRESENTATIVES

8.1.1 John Wayne Airport: The Project is under the general direction of County's Board of Supervisors. The Board of Supervisors authorizes John Wayne Airport to be County's representative in connection with the Project.

8.1.2 Design and Construction Representative: The Design and Construction Representative shall be the County's Project Manager ("PM), unless designates in writing an alternate person who will act as County's representative during design and construction of the Project. Unless otherwise expressly stated in the Contract Documents, County's designated representative will issue and receive all written communications on behalf of County for the Project. The designated representative shall also coordinate any communications to or from County's PM in connection with the Project.

8.1.3 County's Project Manager: County's Project Manager is the County's exclusive contact agent to the D-BE with respect to this Project during design and construction and until the completion of the Project. The County's communications with the D-BE shall be exclusively through the County's Project Manager.

## 8.2 COUNTY

County has the final authority in all matters affecting the work. County has the authority to enforce D-BE's compliance with the Contract Documents. County's decision is final and binding on all questions relating to design documents and requirements; quantities; acceptability of material, equipment, or work; execution, progress, or sequence of work; and interpretation of the Contract Documents. All labor, materials, tools, equipment furnished by D-BE and all work performed by D-BE shall be subject to the approval of County.

8.2.1 The County shall not be responsible for or have control or charge of the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, and will not be responsible for the D-BE's failure to carry out the work in accordance with the Contract Documents.

8.2.2. The County will not be responsible for the acts or omissions of the D-BE, or any subcontractor, or any D-BE's or subcontractor's agents or employees, or any other persons performing any of the work.

## 8.3 D-BE'S REPRESENTATIVES

8.3.1 Representative and Alternate: Before starting work, D-BE shall designate in writing a representative who shall have complete authority to act for it. The representative shall be the same as proposed during original Request for Proposal selection process. D-BE may also designate an alternate representative (also as identified during original Request for Proposal selection process) with complete authority to act for it. County may rely on such representative or alternate as having the authority to execute Change Orders in any amount unless D-BE identifies to County in writing the officer(s) or employee(s) with such authority. Any order or communication given to this representative shall be deemed delivered to D-BE. In the absence of D-BE's representative, instructions or directions may be given by County to the project manager or superintendent. Such order shall be complied with promptly and referred to D-BE or its representative. D-BE's representative and alternate must be able to read, write, and speak English fluently.

8.3.2 D-BE's Project Manager: D-BE shall provide the services of a Project Manager, as proposed during original Request for Proposal selection process. D-BE's Project Manager, if different than designated representative, shall represent D-BE in the absence of D-BE's designated representative or alternate, and all directions given to this Project Manager shall be binding as if given to D-BE. County may require D-BE to replace its Project Manager whose conduct or performance is unsatisfactory. D-BE shall not change its Project Manager without County's consent unless the Project Manager is unsatisfactory to D-BE or ceases to be in D-BE's employ. If D-BE's Project Manager leaves the Project, D-BE shall replace him or her within 24 hours (unless additional time is agreed upon by County) with a new, well-qualified Project Manager acceptable to County.

8.3.3 Architect/Engineer: D-BE shall designate in writing a representative who shall be responsible for all Architect-Engineer (A-E) services, as required by law, and is registered by the State of California for the practice of specialized A-E services per the attached Program Requirements.

8.3.4 Superintendent(s): D-BE shall provide the services of the superintendent(s) as proposed during original Request for Proposal selection process. A superintendent shall be present at the work site whenever work is in progress including whenever weather conditions necessitate its presence to take measures necessary to protect the work, persons, or property. D-BE's superintendent shall represent D-BE in the absence of D-BE's designated representative, alternate or project manager, and all directions given to the superintendent(s) shall be binding as if given to D-BE. The superintendent must read, write, and speak English fluently. County may require D-BE to replace a superintendent whose conduct or performance is unsatisfactory. D-BE shall not change its superintendent without County's consent unless the superintendent is unsatisfactory to D-BE or ceases to be in D-BE's employ. If D-BE's superintendent leaves the Project, D-BE shall replace him or her within 24 hours (unless additional time is agreed upon by County) with a new, well-qualified superintendent acceptable to County.

8.3.5 Emergency Contacts: D-BE shall provide County with a list of names and telephone numbers at which D-BE's representative, alternate, superintendent, and other key personnel can be reached during non-working hours in the case of an emergency.

## 9. GOVERNING LAW AND VENUE – CODE OF CIVIL PROCEDURE SECTION 394

This Contract has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394.

The parties specifically agree that by soliciting and entering into and performing services under this Contract, the D-BE shall be deemed to constitute doing business within Orange County from the time of solicitation of work, through the period when all work under this Contract is completed, and continuing until the expiration of any applicable limitations period. Furthermore, the parties have specifically agreed, as part of the consideration given and received for entering this Contract, to waive any and all rights to request that an action be transferred for trial to another county under Code of Civil Procedure Section 394.

## 10. SIGNATURE REQUIREMENTS

The Contract must be signed by officer(s) authorized to bind D-BE. If documentation demonstrating express authority is not provided, then the Contract must be signed by those officers with apparent authority to bind D-BE. If D-BE is a corporation, such signatures must comply with Corporations Code Section 313, as follows:

1) The document must be signed by two (2) people. One of them must be the Chairman of the Board, the President, or any Vice-President. The other must be the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.

2) One (1) corporate officer may sign the document, providing that written evidence of the officer's authority to bind the corporation with only his or her signature must be provided. This evidence would ideally be a Corporate Resolution.

## 11. ENTIRE CONTRACT

The Contract Documents represent the entire and integrated agreement between County and D-BE and supersede all prior representations, statements, or agreements concerning the subject matter of this Contract, whether verbal or written.

## 12. CONFIDENTIALITY

All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, and all written or other information submitted to A-E in connection with the performance of this Contract shall be held confidential by A-E and/or anyone acting under the supervision of A-E and shall not, without the prior written consent of County, be used for any purposes other than the performance of the Projects/Services described in Attachment A, nor be disclosed to any person, partnership, company, corporation or agency, not connected with the performance of the Projects/Services. Nothing furnished to A-E which is generally known among counties in Southern California shall be deemed confidential. A-E and/or anyone acting under the supervision of A-E shall not use County name or insignia, photographs of the work, or any other publicity pertaining to the work in any magazine, trade paper, newspaper, or other medium without the express written consent of County.

## 13. PUBLICATIONS

No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this Contract, are to be released by A-E and/or anyone acting under the supervision of A-E to any person, partnership, company, corporation, or agency, without prior written approval by the County, except

as necessary for the performance of the services of this Contract. All press contacts, including graphic display information to be published in newspapers, magazines, etc., are to be administered only after County approval. The A-E agrees that it will not issue any news releases or make any contact with the media in connection with either the award of this Contract or any subsequent amendment of, or effort under, this Contract. A-E must first obtain review and approval of said media contact from County's Project manager. Any requests for interviews or information received by the media should be referred directly to the County. A-Es are not authorized to serve as media spokespersons for County's projects without first obtaining written permission from the County's Project Manager.

## 14. OWNERSHIP OF DOCUMENTS

All documents, including but not limited to drawings, designs, plans, specifications, models, schedules, estimates, and other D-BE work or materials in all forms and media pertaining to DBE's Scope of Services furnished hereunder shall be and remain the property of County, and may be used by County as it may require without limitation, without any additional cost to County. However, D-BE does not accept responsibility for County's use of D-BE's work under this Agreement for other projects and A-E shall be held harmless for release of such data as may be prepared or created under this Contract to any third party. D-BE will provide all such work and materials County upon request, including copies of all work or materials prepared in electronic or digital format on computer disk or other applicable media. The rights and obligations of this paragraph shall survive the termination or completion of this Agreement. County shall not be limited in any way to its use thereof at any time, including the release of this data to third parties. If A-E and/or anyone acting under the supervision of A-E should later desire to use any of the data prepared in connection with this Contract, A-E shall first obtain the written approval of County.

## 15. LEVINE ACT REQUIREMENT

D-BE agrees to comply with Government Code Section 84308. D-BE further agrees to disclose to County any contribution made to any members of the Board of Supervisors or County Agency Officers by D-BE, D-BE's agent or lobbyist, or, if applicable, any subcontractor(s) for the twelve (12) months prior to and twelve (12) months following the approval, renewal, or extension of this Contract.

## 16. CIVIL RIGHTS AND NONDISCRIMINATION

A. **General Civil Rights Provisions:** In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

B. **Nondiscrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.

C. **Compliance with Nondiscrimination Requirements:** During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including amendments thereto.

3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this Contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the nondiscrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

   i. Withholding payments to the Contractor under the contract until the Contractor complies; and/or

   ii. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the

Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

Upon request by the County, Contractor will provide a copy of each subcontract to demonstrate the above language has been inserted.

D. **Title VI List of Pertinent Nondiscrimination Acts and Authorities:** During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq*., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Nondiscrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964) including amendments thereto;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq*.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq*.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq), (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681, et seq).

Contractor is required to insert the above Title VI List of Pertinent Nondiscrimination Acts and Authorities into every subcontract at any tier. Upon request by the County, Contractor will provide a copy of each subcontract to demonstrate that the above language has been inserted.

E. **Civil Rights Training:** Upon request by the County, Contractor is required to disseminate and provide training materials and other information related to Title VI Civil Rights to its staff as specified by the County.

# GENERAL CONDITIONS

## 1. DEFINITIONS

As used in the Contract Documents, the following terms shall have the following definitions:

| Term | Definition |
|---|---|
| "day" | Unless otherwise specified within the Contract Documents, all references to any "day" or number of "days" shall mean consecutive calendar days (including all holidays and weekends). |
| "working day" | Any day within the period between the date of the Notice to Proceed and County's acceptance of the work, except: Saturday; Sunday; or any day designated as a holiday by County. Notwithstanding the foregoing, any day will be treated as a working day if the Contract Documents require that it be so treated, or D-BE with County's approval elects to work on such day. |
| Abbreviations | The language of specifications and other Contract Documents is of the abbreviated type in certain instances, and implies words and meanings appropriately interpreted. Singular words will be interpreted as plural and plural words will be interpreted as singular where applicable and where full context of the Contract so indicates. |
| Addendum/Addenda | Written or graphic instrument issued prior to the opening of Bids which corrects or changes the Contract Documents. |
| Amendment | A written instrument issued after execution of the Contract Documents signed by the County and D-BE, stating their Contract upon all of the following: the addition, deletion or revision in the scope of services or Deliverables; the amount of the adjustment to the Contract Amount; the extent of the adjustment to the Contract Time; or modifications of other Contract terms. |
| Application for Payment | D-BE's periodic or one-time claim for payment based on work completed. |
| Architect-Engineer (A-E) | D-BEs Architect or Engineer of Record for the Project, hired to provide A-E services. |
| Approve | Where used in conjunction with the Architect or Engineer's response to submittals, requests, applications, inquiries, reports and claims by the D-BE, the meaning of the term "approved" will be held to limitations of the Architect or Engineer's responsibilities and duties as specified in General Conditions. In no case, will "approved" by the Architect or Engineer be interpreted as a release of the D-BE from responsibilities to fulfill requirements of the Contract, nor as any modification to those requirements. |
| Board of Supervisors | County's governing body. |
| Bulletin | Written or graphic instrument issued prior to the opening of Bids which clarifies or answers general questions about the Contract Documents. |
| CCR | California Code of Regulations. |
| Change Order | A modification of the Contract as provided by the "Changes" Section of the General Conditions. |
| Change Order Request | County's request for D-BE to provide a proposal and price/time quote for County's desired Change Order, or County's description of work to be performed pursuant to D-BE's Request for Change. |

| Term | Definition |
|---|---|
| Changed Conditions | Site conditions or materials of an unexpected nature or differing from those represented in the Contract Documents as provided by the "Changes" Section of the General Conditions. |
| Code Sections | Except where otherwise specified, all statutory references (e.g. "Labor Code" or "Public Contract Code") shall mean those laws enacted by the State of California, as they may be amended. |
| Construction Schedule | D-BE's initial construction schedule after it has been accepted by County and designated as the Project Construction Schedule, and updated by each monthly schedule update. |
| Contingency (County's) | A fund to cover cost growth during the Project used at the discretion of the County usually for costs that result from County directed changes or unforeseen site conditions. The amount of the County's Contingency will be set by the County and will be in addition to the project costs included in the D-BE's GMP packages. Use and management of the County's Contingency during the construction phase is described in Section 3.2. |
| Contingency (D-BE's) | A fund to cover cost growth during the Project used at the discretion of the D-BE usually for costs that result from Project circumstances. |
| Contract | The portion of the Contract Documents, signed by both Parties, that contains the Project name, Contract Price, Contract Time, Liquidated Damages, and other terms and conditions. |
| Contract Price | The total dollar amount of the Contract identified in the "Contract Price and Time" Section of the Agreement as it may be adjusted in accordance with the "Changes" Section of the General Conditions. |
| Contract Time | The number of calendar days specified in the "Contract Price And Time" Section of the Agreement that D-BE has to complete the work after the issuance of a Notice to Proceed for GMP 1, as it may be adjusted in accordance with the "Changes" Section of the General Conditions. |
| County | The County of Orange, a political subdivision of the State of California, and its representatives, alternate designation, County, a body corporate and public. |
| Design & Construction Critical Path Schedule | Critical Path Schedule, means the sequence of activities from the start of the Work to the Substantial Completion of the Project. Any delay in the completion of these activities will extend the Substantial Completion date. |
| Defective Work | D-BE's performance that does not conform to the requirements of the Contract Documents, industry standards, manufacturers' recommendations, or requirements of the "Quality Of Materials And Workmanship" Section of the General Conditions. |
| Design-Build Entity | "Design-Build Entity" (D-BE), is used in the State's Public Contract Code section 20133(c)(3) to describe the partnership, corporation, or other legal entity that is able to provide appropriately licensed contracting, architectural, and engineering services as needed pursuant to a design-build contract. |
| Director | Except where otherwise provided, references to "Director" shall mean the Director of John Wayne Airport or his or her designee. |

| Term | Definition |
|---|---|
| Directed, Requested, etc.: | Where not otherwise explained, terms such as "directed," "requested," "authorized," "selected," "approved," "required," "accepted," and "permitted" mean "directed by A-E," "requested by A-E," "requested by A-E," and similar phrases. However, no such implied meaning will be interpreted to extend A-E's responsibility into the D-BEs area of construction responsibility. |
| Division 01 to 39 Specifications | Division 01-39 Specifications: refers to Construction Specification Institute (CSI) format the organization of specifications. CSI is an organization that keeps and changes the standardization of construction language as it pertains to building specifications. |
| Dust Control Plan | D-BE's plan for compliance with County's Fugitive Dust Emission Control Plan in conformance with the SCAQMD Rule 403 (See the "Performance" Section of the General Conditions.) |
| Emergency/Contingency Plan | D-BE's provisions for handling spills of hazardous, liquid, or nuisance materials prepared in accordance with the "Hazardous or Contaminated Materials" subsection of the "Performance" Section of the General Conditions. |
| Engineer or Architect of Record | The California-registered architect or engineer in responsible charge for the design of the Project and whose seal appears on the Plans and Special Provisions. |
| Final Payment | The last and complete payment by County to D-BE under the Contract as provided by the "Payments" Section of the General Conditions. |
| General Conditions | The portion of the Contract Documents setting forth various conditions and requirements of the Contract. |
| General Requirements | The provisions of Division 01 (1) CSI sections that shall apply to the entire work. |
| GMP | Guaranteed Maximum Price |
| Health and Safety Plan (H&SP) | D-BE's detailed provisions for compliance with all applicable health and safety laws, orders and regulations. (See the "Performance" Section of the General Conditions.) |
| Liquidated Damages | Damages specified in the "Liquidated Damages" Section of the Agreement, payable to County for D-BE's failure to complete the work within the Contract Time. |
| Lump Sum (LS) | "Lump Sum", "L.S.", or "Job" prices are paid according to a flat total for all labor, materials, overhead, and other costs associated with the work item. (See the "Payments" Section of the General Conditions.) |
| Manifests | Required documents that identify the generator, transporter, disposal facility and type of hazardous material(s). Manifests include, but are not limited to: documents entitled Uniform Hazardous Waste Manifest(s), Bills of lading, or similar documentation concerning the handling, transportation, and disposal of materials (See the "Hazardous Or Contaminated Materials" subsection of the "Performance" Section of the General Conditions.) |
| Notice of Completion | The document recorded by County in accordance with Civil Code Section 8182 after completion of the work. |
| Notice of Termination | County's notice to D-BE specifying the effective date of a termination of the Contract (in whole or in part), as provided by the "Termination For Convenience Of County " Section of the General Conditions. |

| Term | Definition |
|---|---|
| Offsite Costs | "Offsite Costs" means the actual costs incurred for the following: work in public right-of-way; utility extension and realignment costs; impact fees. |
| Party / Parties | The County and/or D-BE. |
| Plans | The drawings, profiles, cross sections, standard plans, working drawings, and shop drawings, or reproductions thereof, approved by County, which show the location, character, dimensions, or details of the Project. |
| Project | All work performed by D-BE as required by, and in strict accordance with, the Contract Documents. |
| Project Manager (PM) | The County or D-BE representative identified in the Contract Documents or otherwise specified by County or D-BE in writing. |
| Request for Change | D-BE's request that County issue a Change Order. |
| Retention | The amount of progress payments withheld by County as security for D-BE's complete and proper performance of the Contract as provided by the "Payments" Section of the General Conditions. |
| Retention Payment | Payment of the Retention in accordance with Public Contract Code 7107 and the "Retention Payment" Section of the General Conditions. |
| Schedule of Values | Detailed breakdown by discipline or unit prices and costs as defined for the project in the Schedule of Values in the Construction Agreement and its General Conditions, as attached hereto. |
| Schedule Update(s) | D-BE's monthly update of work progress. (See the "Project Schedules" and "Payments" Sections of the General Conditions.) |
| Subcontractor(s) | Those D-BEs independently engaged by D-BE to perform portions of the work. |
| Submittals | Items that the Contract Documents require D-BE to submit to County after award of the Contract and issuance of the Notice to Proceed, as provided by the "Submittals" Section of the General Conditions. |
| Supplementary General Conditions | The portion of the Contract Documents identified describing additions and revisions to the General Conditions setting forth conditions and requirements peculiar to the Project. |
| Traffic Control Plan (TCP) | D-BE's provisions for coordination of its traffic at the Project site. (See the "Performance" Section of the General Conditions.) |
| Unilateral Change Order | A Change Order issued by the County where County and D-BE cannot reach an agreement on a proposed modification to the Contract. |

## 2. A-E STATUS

Unless otherwise expressly stated in the Contract between D-BE and the County, the D-BE is responsible to the County for the preparation of adequate drawings, specifications, and reports within the scope of the contract. A-E services normally include checking of shop drawings, equipment submittals and material lists; recommendations to the County regarding proposed substitutions; furnishing consultation and advice to the County to clarify the intent of the drawings and specifications and on questions that may arise during construction. D-BE shall have access to observe work at all times wherever it is in preparation or progress. D-BE does not have the authority to act for the County or to stop work. Should the D-BE observe work which in D-BE's judgment, should be stopped to prevent damage, injury, loss, or error, D-BE should notify the County's representative without delay.

## 3. COMPLIANCE WITH LAWS AND REGULATIONS

D-BE shall strictly adhere to and obey all applicable laws, statutes, codes, ordinances, rules, regulations, tariffs, and orders of any local, State, or federal governmental or regulatory County having jurisdiction over the Project.

## 4. CONFLICT OF INTEREST

**Contractor Personnel:**

The D-BE shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the D-BE; the D-BE's employees, agents, and relatives; sub-tier Contractors; and third parties associated with accomplishing work and Projects/Services hereunder. D-BE's efforts shall include but not be limited to establishing precautions to prevent its employees or agents from: making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the County.

The D-BE shall notify County, in writing, of any potential or actual conflicts of interest between Contractor and County that may arise prior to, or during the period of, Contract performance, including, but not limited to, whether any known County public officer's child is an officer or director of, or has an ownership interest of ten (10) percent or more in, Contractor. While Contractor will be required to provide this information without prompting from County any time there is a change regarding conflict of interest, Contractor must also provide an update to County upon request by County.

**Pre-Bid Services**

Firms that perform pre-bid services, including but not limited to, feasibility, programming, and/or criteria documents are not prohibited from being part of a D-BE so long as they are not considered an "Officer" within the provisions of Government Code 1090 and 1097.6. Interested firms that were involved in pre-bid services shall seek approval in writing from County for concurrence that the firm is not an "Officer" prior to submitting an SOQ.

**County Personnel:**

County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. Contractor shall not, during the period of this Contract, employ any County employee for any purpose.

## 5. D-BE'S LICENSE

At all times during the term of this Contract, D-BE shall: (a) maintain in good standing all licenses required by the State of California or any other governmental entity for it to perform the work required under the Contract; and (b) comply in all respects with the California D-BEs' State License Law, Business & Professions Code Section 7000, et seq.

## 5.1 LICENSED SUBCONTRACTOR

Each Subcontractor selected for the work shall be licensed in the State of California in the Subcontractor's particular field.

## 5.2 COMMUNICATIONS

Communications with Subcontractors shall be made through D-BE except when in emergency situations D-BE is not readily available, in which case detailed instructions shall be transmitted to Subcontractors directly.

## 5.3 RESPONSIBILITY

D-BE shall give personal attention to the fulfillment of the work and shall keep the work under its control. D-BE shall be equally responsible for all work required by the Contract Documents and the acts and omissions of Subcontractors and all persons directly or indirectly employed by them as D-BE is for D-BE's acts and omissions and of persons directly or indirectly employed by D-BE. D-BE shall indemnify and hold County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor were the D-BE's employee. D-BE shall pay each Subcontractor promptly the amount allowed D-BE on account of such Subcontractor's work to the extent of such Subcontractor's interest therein.

## 5.4 CONTRACTUAL RELATIONS

Nothing contained in this Contract shall create any contractual relations between County and any Subcontractor.

## 5.5 LISTING AND SUBSTITUTION OF SUBCONTRACTORS

D-BE shall comply with the Subletting and Subcontracting Fair Practices Act, California Public Contract Code Sections 4100 et seq. D-BE may not substitute a person or entity in place of any subcontractor listed in a GMP except with County's written approval in compliance with the provisions of Public Contract Code Sections 4107 et seq.

# 6. SCOPE OF DESIGN-BUILD RESPONSIBILITY

## 6.1 SITE AND EXISTING CONDITIONS

6.1.1 D-BE is charged with all information and knowledge that a reasonable D-BE would ascertain from having performed required review, research and analysis as described below and described throughout the Contract.

6.1.2 The D-BE will be responsible for all necessary field investigations needed to confirm and document the existing conditions. D-BE shall perform all testing required to adequately design the project such as: geotechnical investigations, utility surveys and potholing, video of sewer to confirm condition and capacity, topographic surveys, test borings, hazardous material testing, destructive testing (masonry investigation, concrete cores, and window removals), hydrant flow tests, etc., and review with the County Project Manager.

6.1.3 Using available existing building plans, site plans, geotechnical information, etc., provided by John Wayne Airport / A&E Project Management, the D-BE shall review existing drawings, reports and documentation that pertain to the project area. The County Project Manager may provide assistance in obtaining additional data.

6.1.4 Make site visit arrangements through the County Project Manager.

6.1.5 Subsurface Conditions:

a) Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that have been made available for informational purposes; and

b) Physical Conditions: Those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been made available for informational purposes.

6.1.6 These reports and drawings are not Specifications but as provided in Existing Conditions reports, D-BE may rely on the information in these reports and drawings. However, D-BE shall independently verify the information provided in the reports and shall prepare or have prepared new and updated reports in developing the design of the Project.

6.1.7 Records of existing structures on or in the vicinity of Site of Work may be supplied in Existing Conditions reports, or may be on file in the County's offices and may be examined by D-BE (but subject to the conditions of Existing Conditions reports). D-BE should note that existing structures or facilities may differ from records on file, or may have been altered, and that no representation is made, nor responsibility taken nor warranty given either express or implied, by the County as to the accuracy of locations and other data shown on records, except as otherwise provided in the Contract. After contract award, D-BE is to conduct all necessary investigations and become familiar with any and all actual as-built conditions. Compensation for unknown differing site conditions shall be allowed as provided in the Contract.

## 6.2 DESIGN

6.2.1 D-BE shall provide architectural and engineering design services as set forth below for the Project in accordance with the Request for Proposal (RFP).

6.2.2 The standard of care for all architectural and engineering services performed under this Contract shall be the standard of care and skill ordinarily used by members of the architectural and engineering professions with expertise in the design and construction of public facilities, practicing under similar conditions in Orange County and at the same time as the services performed hereunder.

6.2.3 As the design documents are being prepared, D-BE will keep County apprised of the effects of any County-proposed changes on the project schedule and/or the Contract total amount. D-BE shall not incorporate any proposed changes into the Drawings unless and until it receives written direction to do so from the appropriate County's representative. The Contract Price shall not be changed without a Change Order.

6.2.4. During the course of design and construction, D-BE shall prepare and submit to County written Value Engineering Proposals ("VEP") for alternative systems, means, methods, finishes, equipment and the like that satisfy the general design criteria of the Work but result in savings of time or money in constructing or operating and maintaining the Work. Each VEP shall describe the proposed change, identify all aspects of the Work directly or indirectly affected by the change, specify the cost or time savings to be achieved if the VEP is accepted, and detail any anticipated effect on the service life, economy of operation, ease of maintenance, appearance, design or safety standards of the completed Work. Cost and time savings resulting from VEPs will remain in the Contract but will be established as "Reserves" to be applied at the County's discretion against the cost and schedule of Change Orders or future phases of Work. Reserves remaining at the end of the Project will be included in the calculation of D-BE's Contingency.

## 6.3 SCHEMATIC DESIGN

6.3.1. D-BE shall cause to be prepared and furnish to County for review, schematic design documents consistent with the D-BE's Proposal and based upon County's requirements for the Work. These

Documents will be for County's use in determining whether the proposed design of the Work is acceptable.

6.3.2 D-BE shall furnish to County for review schematic design documents at the 100% completion of Schematic Design. D-BE shall furnish to County a detailed schematic design update to the Contract Price prepared on a mutually agreeable basis for the purpose of monitoring project cost.

6.3.3 The County shall review and provide written comments to D-BE within fourteen (14) calendar days of receipt of a complete package of schematic design documents. If requested by County, D-BE and its D-BE's Design Professionals will meet with representatives of the County to discuss the schematic design documents.

## 6.4 DESIGN DEVELOPMENT

6.4.1 Upon County 's written approval of a schematic design and written authorization from County, D-BE shall address all of County's comments on the schematic design documents to County's satisfaction, and shall cause to be prepared design development documents to fix the size and character of the Work. These design development documents shall be based on the schematic design documents approved by County and shall provide the basis for the final design and construction of the Work. D-BE shall highlight in the design development documents the modifications made to address County's comments on the schematic design documents.

6.4.2 D-BE shall furnish to County a detailed design development update to the Contract Price prepared on a mutually agreeable basis for the purpose of monitoring project cost.

6.4.3 D-BE shall furnish to County for review design development documents at 100% completion of the Design Development.

6.4.4 The County shall review and provide written comments to D-BE within fourteen (14) calendar days of receipt of a complete package of design development documents. D-BE's Design Professionals shall meet with representatives of the County to discuss the design development documents.

## 6.5 CONSTRUCTION DOCUMENTS

6.5.1 Upon written approval of the design development documents and written authorization from County, D-BE shall address all of the County's comments on the design development documents to County's satisfaction and cause to be prepared construction documents to fix the size and character of the Work. D-BE shall highlight in the construction documents the modifications made to address County's comments on the design development documents. The construction documents shall address County-requested changes to County's satisfaction.

6.5.2 The construction documents may consist of drawings, specifications, and other documents (including both paper and electronic data necessary to reproduce such documents). The construction documents shall be consistent with the County approved design development documents, provide information for the use of those in the building trades, and include all documents required for regulatory agency approvals.

6.5.3 D-BE shall furnish to County for review construction documents at the Schematic Design, Design Development, and Final Design construction documents milestones. These documents are for

County's use in determining that the design of the Work is being carried out in a manner consistent with the D-BE's Proposal and approved design development documents.

6.5.4 The County shall review and provide written comments to D-BE within twenty-one calendar (21) days of receipt of Schematic Design construction document submittals, other submittals will be commented on within fourteen calendar (14) days of receipt of Design Development construction documents. D-BE responsible for Final Design construction documents including all County comments, no additional formal County review time is required. Design Professionals will meet with representatives of the County to discuss the Schematic Design construction documents. If requested by County, D-BE and its Design Professionals will meet with representatives of the County to discuss the Design Development construction documents.

6.5.5 D-BE will revise the construction documents to address the issues raised by the County and will resubmit the construction documents to County. D-BE shall provide County with schedule for submittal of revised documents a minimum of fourteen calendar (14) days prior to submittal.

6.5.6 D-BE and County will continue to review and submit the construction documents until the County approves the completed (permit approved) construction documents in writing.

6.5.7 If the County discovers any inconsistencies or inaccuracies in the information presented by D-BE, it shall notify D-BE, who shall make appropriate revisions.

6.5.8 The construction documents shall be prepared in accordance with all legal requirements, building codes, rules, and regulations. D-BE represents that it has or will have carefully examined the site and all reports, studies and other documents provided by County; has performed all reasonable investigations essential to a full understanding of the difficulties that may be encountered in performing the Work, and will acquaint itself with the conditions under which the Work is to be performed, including without limitation, applicable laws, codes, and other restrictions, local labor conditions, local weather patterns, restriction in access to and from the Site, prior work performed by others on the Site, obstructions, and other conditions relevant to the Work, the Site, and its surroundings. With the exception of (i) Hazardous or Contaminated Materials as identified in Section 13.21, and (ii) subsurface conditions and physical conditions of the Site not reasonably identified in the documents and that could not reasonably be investigated or quantified on account of the existing improvements and/or operations at the Site, D-BE expressly assumes the risk of the actual conditions, either discovered or discoverable through reasonable investigation in the performance of contractual obligations under this Contract. D-BE will complete the Work for the compensation stated in this Contract and, except as provided elsewhere in this Contract, including any amendments, no claim of limitations that may exist or may arise affecting the Work or of difficulties in performing the Work will be an excuse for any failure or omission by D-BE to fulfill the requirements of the Contract for the agreed price.

6.5.9 Upon County's review and approval of the 100% submittal, D-BE shall furnish three (3) full-size printed sets of the final construction documents and specifications to County, along with four (4) sets of electronic copies of these materials in a CADD format acceptable to County. The CADD documents will be sealed, and all CADD functions shall be active. In addition, D-BE shall establish and maintain a secured FTP site on the Internet on which all documents will be posted. Each party shall be solely responsible for reproduction and distribution of all drawings, specifications and other documents for its own use and for the use of its separate consultants, D-BEs, suppliers and others as may be applicable.

6.5.10 D-BE shall provide all plans and other documents required to apply for and obtain approval of local and State authorities as may be required for the initiation, prosecution and construction of the Work.

## 6.6. GMP UPDATES

6.6.1. Subsequent to acceptance and approval of a GMP proposal, the D-BE shall update GMP proposal(s) regularly but not less than the Schematic Design, Design Development and Construction Document

milestones during Phase I. During Phase II, GMP updates shall be provided regularly as costs of Schedule of Values ("SOV") line items are finalized.

6.6.2. If the GMP Proposal is greater than the independent third party or Design Professional's estimate, the County may require the D-BE to reconfirm its GMP Proposal. D-BE shall accept the independent third party's or Design Professional's estimate for the Cost of Work as part of his GMP or present a report within seven days of a written request to the County identifying, explaining and substantiating the differences. D-BE may be requested to, or at its own discretion, submit a revised GMP Proposal for consideration by the County. At that time the County may do one of the following:

A. Accept the D-BE original or revised GMP Proposal, if within the County's budget, without comment.

B. Accept the D-BE original or revised GMP Proposal that exceeds the County's budget and indicate in writing to the D-BE that the Project Budget has been increased to fund the differences.

C. Reject the D-BE's original or revised GMP Proposal because it exceeds the County's budget, the independent third parties or Design Professional's estimate, in which event, the County may terminate this Contract and/or elect not to enter into an Amendment or separate agreement with the D-BE for Phase II associated with the scope of Work reflected in the GMP Proposal.

D. With the D-BE's Contract, wait to accept the GMP Proposal if the County believes adequate funding will be available in the future.

# 7 INTERPRETATION OF CONTRACT DOCUMENTS

## 7.1 PLANS AND SPECIFICATIONS

7.1.1 Omissions and Mistakes: D-BE shall call to County's attention as soon as identified any omissions in the Contract Documents or mistakes in details of work that are necessary to carry out the intent of the Contract Documents or that are customarily performed. County shall promptly notify D-BE in writing of the correction. If warranted, County shall issue a Change Order in accordance with the "Changes" Section of these General Conditions. If D-BE makes any adjustment to the work without first receiving the County's written correction, such adjustment shall be at D-BE's own risk and expense.

7.1.2 Documents at the Site: D-BE shall keep available at the site for ready reference a complete set of the Contract Documents. D-BE also shall maintain a complete set of approved shop drawings, manufacturers' recommendations and instructions, and copies of all Project correspondence at the site. D-BE shall provide County with a set of manufacturers' recommendations and instructions.

7.1.3 "As-Built" Plans at the Site: D-BE shall maintain at the site a complete "As-Built" set of Plans for the Project. D-BE shall update the As-Built Plans each day. D-BE shall make As-Built Plans available to County immediately upon request. Any delay by D-BE in providing County with access to properly updated As-Built Plans may result in a commensurate delay in County's processing of progress payment applications. Prior to final payment, D-BE shall deliver a complete set of the As-

Built Plans to County in a format acceptable to County and suitable for use in preparing a reproducible set of record drawings for the Project.

7.1.4 "Record" Documents: D-BE shall provide a complete set of "Record" documents for the project within 30 days of completion of work. Record documents include but are not limited to plans, specifications, and models. Record documents shall accurately depict the final constructed condition of the project in a clean state without markups and incorporate deviations from the permit set including but not limited to as-builts, RFIs, shop drawings (including fabrication models), and change orders. D-BE shall delivery a complete set of record documents to County in formats (PDF, DWG, RVT, DOCX, etc.) acceptable to the County.

7.1.5 Deviations: D-BE shall not deviate from the Plans and the dimensions shown therein, whether or not D-BE believes an error exists, without first obtaining County's written permission for the deviation. Deviations shall be tracked and accurately depicted, including locations, dimensions, pictures, final constructed condition, and other relevant information with Requests for Information (RFI), which shall be submitted by the D-BE to the County PM. After acceptance of deviation by County PM, the D-BE shall submit the RFI to County Building & Grading Plan Check for review and approval as a permit revision. D-BE shall be responsible for all costs associated with permit revisions. D-BE shall have all permit revisions available at time of inspection or rejection of inspection may occur. D-BE shall be responsible for all reinspection fees. All deviations and final constructed conditions shall be depicted accurately on as-built and record documents.

7.1.6 Failure to comply with these requirements and failure to deliver acceptable documents may result in a withholding of approximately 2% of total contract value.

## 7.2 PRECEDENCE OF CONTRACT DOCUMENTS

If there is a conflict among Contract Documents, the document highest in precedence shall control.

The precedence shall be:

1. Permits and applicable regulations as may be provided by law or that govern the site;
2. Use of Contingency or Change Orders - in inverse chronological order, and in the same order as specific portions they are modifying (i.e., later-issued language shall take precedence and prevail over earlier conflicting versions or language).
3. Contract;
4. Supplemental General Conditions;
5. General Conditions;
6. Plans;
7. Specifications; and
8. Attachments and Appendices

Any conflict between Plans and Specifications will be resolved in favor of the document of the latest date (i.e., the most recent document), and if the dates are the same or not determinable, then in favor of Specifications.

# 8 PRE-CONSTRUCTION

## 8.1 D-BE'S PRE-CONSTRUCTION OBLIGATIONS

Prior to beginning construction and again before starting a section of work, D-BE and each subcontractor shall carefully examine all preparatory work that has been executed to receive the work. D-BE shall check carefully, by whatever means are required, to ensure that the work and adjacent, related work, will finish to proper contours, planes, and levels. D-BE shall promptly notify

the County of any defects or imperfections in preparatory work which will in any way, affect satisfactory completion of his work. Absence of such notification will be construed as an acceptance of preparatory work, and later claims of defects or delays therein will not be recognized. Under no condition shall a section of work proceed prior to preparatory work having been completed, cured, dried, and otherwise made satisfactory to receive such related work. Responsibility for timely installation of all materials rests solely with the D-BE, who shall maintain coordination control at all times. D-BE's or each Subcontractor's commencement of the work of its trade will be interpreted as D-BE's acceptance of existing conditions over which the new work must be placed, installed, or otherwise performed.

# 9 BONDS, INDEMNITY, AND INSURANCE

## 9.1 BONDS

9.1.1 Payment and Performance Bonds

Within 14 days after award of the Contract, D-BE shall furnish a payment bond for 100% of the amount of the Contract, in accordance with Civil Code Section 9554, and a performance bond for 100% of the amount of the Contract, guaranteeing the faithful performance of the Contract. D-BE shall take steps to assure that the penal sum of the bonds shall be increased by the amount of any additive adjustments to the Contract Price as a result of Change Orders.

The payment and performance bonds must each be issued by a surety that: (i) is authorized by the California Insurance Commissioner to transact surety insurance in the State of California; (ii) has assets exceeding its liabilities in an amount equal to or in excess of the amount of the bonds; and (iii) acts in compliance with Insurance Code Section 12090.

The payment and performance bonds shall be in the form provided in the Introduction and Instruction to Respondents and are subject to approval by the County.

9.1.2 County's Right to Replace Surety

If any surety upon any bond furnished in connection with this Contract becomes objectionable to County and fails to submit to County the documents described in California Code of Civil Procedure Sections 995.660(a)(1) through (a)(4) within the time specified in those Sections, then D-BE shall promptly furnish such additional security as may be required by County to protect the interests of County and of persons entitled to make a claim against the payment bond. Failure to furnish such additional security shall constitute a material breach of the Contract.

## 9.2 INDEMNIFICATION

To the maximum extent allowable by law, D-BE agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies for which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any loss, injury, liability claims, demands, costs and expenses whether incurred by or made against County or County Indemnitees of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by D-BE pursuant to this Contract. This indemnity applies even in the event of County Indemnitees' concurrent fault, except that nothing in this indemnification provision shall be construed to require D-BE to indemnify County Indemnitees for losses caused by County Indemnitees' active negligence, sole negligence, willful misconduct, or defects in design furnished by them.

D-BE's indemnity obligation set forth above shall include but not be limited to all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (1) failure of D-BE to comply with its obligations under the Contract Documents, (2) injury or death of any person or damage to property resulting from the construction of the work or by or in consequence of any negligence in protecting the work; (3) use of materials or other things used or employed in the construction that are not in conformance with the Contract Documents; and (4) any negligent or intentional act or omission by D-BE and any of its respective officers, employees, agents, subcontractors, suppliers, and representatives during the progress of the work or at any time before its completion and final acceptance.

If judgment is entered against D-BE and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, D-BE and County agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.

## 9.3 INSURANCE

The County shall secure and maintain Builder's Risk insurance upon the entire Project for new construction amounting to 100% of the insurable value of the Project. The Builder's Risk policy shall be written as an All Risk policy, with the exclusion of earthquake and flood risks. D-BE and sub-contractors shall be included as additional insureds for the Builders' Risk exposures under the County's policy.

The Builder's Risk policy shall not be required to cover any tools, equipment or supplies, unless such tools, equipment, or supplies are part of the Project. D-BE shall be responsible for securing and maintaining appropriate insurance on any tools, equipment, or supplies that are not part of the Project.

The D-BE is responsible for the entire deductible amount for all claims against the County's Builder's Risk policy. The deductible applies per claim. Any loss claimed under this insurance is to be coordinated with County.

The County and D-BE waive all rights against each other and the subcontractors, sub-subcontractors, officers, and employees of each other, and D-BE waives all rights against County's separate contractors, if any, and their subcontractors, sub-subcontractors, officers and employees for damages caused by fire or other perils to the extent paid by the Builder's Risk insurance, except such rights as they may have to the proceeds of such insurance. D-BE shall require of its subcontractors and sub-subcontractors, by appropriate contracts, similar waivers, each in favor of all other parties enumerated in the preceding sentence.

Prior to the provision of services under this Contract, the D-BE agrees to carry all required insurance at D-BE's expense, including all endorsements required herein. D-BE agrees to keep such insurance coverage current and provide a Certificates of Insurance, and endorsements to County during the entire term of this Contract.
The procuring of such required policy or policies of insurance shall not be construed to limit D-BE's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer. Any failure on the part of the County to monitor or enforce compliance with any of the insurance requirements shall not be construed as a waiver of any required insurance provisions herein.

**Evidence of Insurance**

Insurance certificates and all endorsements shall be forwarded to the County agency/department . The name of the Insured Party on the Certificate of Insurance shall match the name of the D-BE identified in the Contract.

If the D-BE fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

Failure to maintain and/or provide evidence of insurance acceptable to the County for the full term of this Contract shall constitute a material breach, upon which the County may terminate this Contract.

**Cancellation and Changes in Insurance**

D-BE shall provide thirty (30) days prior written notice to the County of any policy cancellation or non-renewal and ten (10) days prior written notice where cancellation is due to non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.
If the D-BE fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

Insurance requirements are subject to periodic review by County. County retains the right to require additional types of insurance coverage or higher limits throughout the term of this Contract. Any change will be deemed by County Risk Manager as appropriate to adequately protect County's risk. County shall notify D-BE in writing of changes in the insurance requirements. If D-BE does not provide acceptable Certificates of Insurance and endorsements to County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to D-BE, and County shall be entitled to all legal remedies.

**Subcontractor Insurance Requirements**

All subcontractors performing work on behalf of D-BE pursuant to this Contract shall be included under D-BE's insurance as an Additional Insured or shall maintain insurance subject to the same requirements as D-BE *(unless specified below).* D-BE shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from D-BE under this Contract. D-BE shall provide the insurance requirements to every subcontractor and shall be responsible for verifying each subcontractor complies with the required insurance prior to allowing any subcontractor to begin work. Evidence of subcontractor's insurance must be maintained by D-BE through the entirety of this Contract for inspection by County at any reasonable time.

**Self Insured Retention (SIR)**

All SIR's shall be clearly stated on the Certificate of Insurance. Any SIR above Fifty Thousand Dollars $50,000 shall specifically be approved by the County's Risk Manager, or designee. The County reserves the right to require current audited financial reports from D-BE as evidence it can support the SIR.

9.3.1 **Qualified Insurer**

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com).

**Waiver of subrogation**

All insurance policies required by this Contract shall waive all rights of subrogation against the ***County of Orange, its elected and appointed officials, officers, employees, and agents*** when acting within the scope of their appointment or employment.

**Umbrella or Excess Insurance**

If D-BE utilizes combination of umbrella or excess policies to satisfy the required insurance, these policies must "follow form" and afford no less coverage than the primary policy**.**

**Insurance Coverages and Limits:**

D-BE shall maintain throughout the contract the minimum limits and coverage as set forth below:

**1. Commercial General Liability**

Shall be written on occurrence basis utilizing Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad. The policy shall contain a severability of interests "separation of insureds" clause and include coverage for products completed operations, contractual liability. The Commercial General Liability policy shall not exclude coverage for Explosion, Collapse, or Underground Hazard (XCU).

A. Minimum Limits $3,000,000 per occurrence; $3,000,000 aggregate

B. An Additional Insured endorsement using ISO form CG 20 10 04 13 or CG 20 33 04 13, a form at least as broad naming the ***County of Orange, its elected and appointed officials, officers, employees, and agents*** as Additional Insureds, or provide blanket coverage which shall state ***As Required by Written Contract.***

C. Products and Completed Operations endorsement using ISO Form CG 20 37 04 13, or a form at least as broad.

**2. Auto Liability**

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad. The policy shall include coverage for owned or scheduled (if applicable), non-owned, and hired vehicles.

A. Minimum Limits $1,000,000 combined single limit each accident

**3. Worker's Compensation and Employer's Liability**

Coverage is required for all employees providing services pursuant to the Contract. Worker's Compensation coverage shall have statutory limits and meet all the requirements of the State of California Labor Code.

A. Employer's Liability policy with minimum limits of $1,000,000 per accident or disease

B. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the ***County of Orange, its elected and appointed officials, officers, employees, and agents*** or provide blanket coverage, which will state As Required by Written Contract.

C. If D-BE has no employees, it may certify to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code by signing a County waiver. The waiver shall be reviewed and will require approval from the County Risk Manager or designee.

**4. Professional Liability including coverage for Technology, Error & Ommissions**

Coverage for all claims from any actual or alleged negligent act, error, or omission related to professional services required under this Contract

A. Minimum Limits $1,000,000 per claims made and $2,000,000 aggregate

**5. Network Security & Privacy Liability**

Coverage may be standalone or combined with a ***Cyber*** Liability policy. If combined, the Certificate of Insurance must indicate "Network Security & Privacy Liability" with the required limits shown.

The policy shall include coverage to sufficiently cover all the actions of the Contractor including but not limited to claims for Network Security, Privacy Liability, Media Liability, Cyber Extortion, Regulatory Proceeding, Data Breach, System Failure, Electronic Data Recovery, and Payment Card Industry Data Security Standard (PCI-DSS), and Social Engineering. Coverage shall also include breach response costs, credit monitoring and regulatory fines.

A. Minimum Limits $1,000,000 per occurrence or claims made; $2,000,000 aggregate.

**6. Pollution Liability**

Coverage may be standalone or combined with another Liability policy. If combined, the total combined limit shall be the same or greater than if the policies were separate.

The Pollution Liability insurance must include coverage for bodily injury and property damage, including coverage for loss of use and/or diminution in property value, and for clean-up costs arising out of, pertaining to, or in any way related to the actual or alleged discharge, dispersal, seepage, migration, release or escape of contaminants or pollutants resulting from any services or work performed by, or behalf of, D-BE, including the transportation of hazardous waste, hazardous materials, contaminants, (**and non-owned disposal sites if applicable)**.

A. Minimum Limits $1,000,000 per occurrence or claims made; $2,000,000 aggregate.

B. An Additional Insured endorsement naming the ***County of Orange, its elected and appointed officials, officers, employees, and agents*** as Additional Insureds or provide blanket coverage which shall state As Required by Written Contract.

C. A primary non-contributory endorsement evidencing that the Contractor's insurance is primary, and any insurance or self-insurance maintained by the County shall be excess and non-contributing.

**Claims Made Coverage**

If Pollution, Professional and/or Network Security & Privacy Liability, is/are written on a Claims Made basis, D-BE shall agree to the following:

A. The retroactive date must be shown and must be before the date of the Contract or the beginning of the Contract services.

B. Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after expiration or earlier termination of Contract services.

The policy or policies of insurance maintained by the General Contractors shall provide the minimum limits and coverage as set forth below:

**Insurance Coverages and Limits:**

**1. Commercial General Liability**

Shall be written on occurrence basis utilizing Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad. The policy shall contain a severability of interests "separation of insureds" clause and include coverage for products completed operations, contractual liability. The Commercial General Liability policy shall not exclude coverage for Explosion, Collapse, or Underground Hazard (XCU).

A. Minimum Limits $3,000,000 per occurrence; $3,000,000 aggregate

B. An Additional Insured endorsement using ISO form CG 20 10 04 13 or CG 20 33 04 13, a form at least as broad naming the ***County of Orange, its elected and appointed officials, officers, employees, and agents*** as Additional Insureds, or provide blanket coverage which shall state ***As Required by Written Contract.***

C. A primary non-contributory endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the contractor's insurance is primary, and any insurance or self-insurance maintained by the County shall be excess and non-contributing.

D. Products and Completed Operations endorsement using ISO Form CG 20 37 04 13, or a form at least as broad.

**2. Auto Liability**

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad. The policy shall include coverage for owned or scheduled (if applicable), non-owned, and hired vehicles.

A. Minimum Limits $1,000,000 combined single limit each accident

**3. Worker's Compensation and Employer's Liability**

Coverage is required for all employees providing services pursuant to the Contract. Worker's Compensation coverage shall have statutory limits and meet all the requirements of the State of California Labor Code.

A. Employer's Liability policy with minimum limits of $1,000,000 per accident or disease

B. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the ***County of Orange, its elected and appointed officials, officers, employees, and agents*** or provide blanket coverage, which will state As Required by Written Contract.

C. If D-BE has no employees, it may certify to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code by signing a County waiver. The waiver shall be reviewed and will require approval from the County Risk Manager or designee.

**4. Professional Liability**

Coverage for all claims from any actual or alleged negligent act, error, or omission related to professional services required under this Contract

A. Minimum Limits $1,000,000 per claims made and $2,000,000 aggregate

**Claims Made Coverage**

If Professional Liability, is written on a Claims Made basis, General Contractor shall agree to the following:

A. The retroactive date must be shown and must be before the date of the Contract or the beginning of the Contract services.

B. Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after expiration or earlier termination of Contract services.

C. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the contract services Contractor must purchase a claim extended reporting period for a minimum of three (3) years after expiration of earlier termination of the Contract services.

The policy or policies of insurance maintained by the Subcontractors shall provide the minimum limits and coverage as set forth below:

**Insurance Coverages and Limits:**

**1. Commercial General Liability**

Shall be written on occurrence basis utilizing Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad. The policy shall contain a severability of interests "separation of insureds" clause and include coverage for products completed operations, contractual liability. The Commercial General Liability policy shall not exclude coverage for Explosion, Collapse, or Underground Hazard (XCU).

A. Minimum Limits $3,000,000 per occurrence; $3,000,000 aggregate

B. An Additional Insured endorsement using ISO form CG 20 10 04 13 or CG 20 33 04 13, a form at least as broad naming the ***County of Orange, its elected and appointed officials, officers, employees, and agents*** as Additional Insureds, or provide blanket coverage which shall state ***As Required by Written Contract.***

C. A primary non-contributing endorsement using ISO form CG 20 02 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary, and insurance or self-insurance maintained by the County shall be excess and non-contributing.

D. Products and Completed Operations endorsement using ISO Form CG 20 37 04 13, or a form at least as broad.

**2. Auto Liability**

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad. The policy shall include coverage for owned or scheduled (if applicable), non-owned, and hired vehicles.

A. Minimum Limits $1,000,000 combined single limit each accident

**3. Worker's Compensation and Employer's Liability**

Coverage is required for all employees providing services pursuant to the Contract. Worker's Compensation coverage shall have statutory limits and meet all the requirements of the State of California Labor Code.

A. Employer's Liability policy with minimum limits of $1,000,000 per accident or disease

B. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the ***County of Orange, its elected and appointed officials, officers, employees, and agents*** or provide blanket coverage, which will state As Required by Written Contract.

C. If Contractor has no employees, it may certify to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code by signing a County waiver. The waiver shall be reviewed and will require approval from the County Risk Manager or designee.

## 9.4 RESPONSIBILITY FOR DAMAGES OR INJURY

9.4.1 County and its officers and employees shall not be liable in any manner for any loss or damage to any portion of the work, any loss or damage to any of the materials or equipment used in the work, or any injury to any person or property by any cause that might reasonably have been prevented by D-BE, its employees, or its Subcontractors. D-BE shall indemnify and defend County against any claims or liability under this section pursuant to the "Indemnification Provisions" Section of these General Conditions.

9.4.2 D-BE shall remove and dispose of any waste materials, including soils or other materials that become contaminated directly or indirectly as a result of D-BE's performance under this Contract, according to the "Hazardous or Contaminated Materials" Section of the General Conditions.

9.4.3 Payment of any penalties, fines, or other liability assessed to County by regulatory agencies due to D-BE's or any Subcontractor's action or inaction in performing the work shall be D-BE's sole responsibility.

9.4.4 D-BE shall pay any assessments or damages covered by this Section directly, or, at County's discretion, County may pay or retain the amount of such assessments or damages and deduct its costs from payments owed or as they become due to D-BE.

# 10 SCHEDULES, SUBMITTALS, SUBSTITUTIONS, AND INSPECTIONS

## 10.1 SCHEDULES

10.1.1 Design & Construction Critical Path Schedule:

D-BE will prepare and/or maintain a Design & Construction Critical Path Schedule (Critical Path Schedule), which may include the D-BE's professional opinions concerning: (a) Project milestone dates and the Design & Construction Schedule, including the broad sequencing of the design and construction of the Project, (b) investigations, if any, to be undertaken to ascertain subsurface conditions and physical conditions of existing surface and subsurface facilities and underground utilities, (c) alternate strategies for fast-tracking and/or phasing the construction, (d) the number of separate subcontracts to be awarded to Subcontractors and Suppliers for the Project construction, (e) permitting strategy, (f) safety and training programs, (g) construction quality control, (h) a commissioning program, and (i) a matrix summarizing each parties' responsibilities and roles.

Unless a specific software application is called for elsewhere in the Contract Documents, D-BE shall use Microsoft Project, SureTrak Project Manager, Primavera Project Planner, or other scheduling software acceptable to County to configure all schedules. D-BE shall prepare the all schedules using the critical path format and shall allow no less than 10 days for County's review of each such submittal. An accepted Design & Construction Critical Path Schedule is a condition precedent to County's obligation to make the initial progress payment to D-BE.

The D-BE shall add detail to its previous version of the Critical Path Schedule as new information becomes available and at a minimum monthly to keep it current throughout the design until plans and specifications are complete and project is solely under construction. The Critical Path Schedule shall be updated to reflect the Contract Time as defined in the Contract.

10.1.2 Construction Schedules: As part of construction related GMPs, D-BE shall submit to County for County's review a Construction Schedule.

Schedule activities shall be of sufficient detail to assure that adequate planning has been done for proper execution of all of D-BE's work. The schedule shall show the sequence, duration, and interdependence of activities required for the complete performance of all of D-BE's work.

D-BE shall include on the Construction Schedule the schedule for submittals, shop drawings, procurement, fabrication, and delivery for major materials and equipment required for the Project. The Construction Schedule in conjunction with the Critical Path Schedule is a condition precedent to County's obligation to make the initial progress payment to D-BE.

10.1.3 Weekly Meetings and Look-Ahead Charts: During Construction, D-BE shall participate in weekly meetings with County during which the parties shall exchange information regarding the actual progress of construction. County and D-BE shall attempt to agree upon quantities and percentages of completion that reflect the actual progress of construction. At each meeting D-BE shall submit 4 copies of a 2-week look-ahead chart. The 2-week look-ahead chart shall include only those activities that will be started, in progress, or completed during the next 2-week period. The format of the look-ahead chart shall be subject to County's approval.

10.1.4 Monthly Construction Schedule Updates: Each month, D-BE shall submit to County for its review an update of the Construction Schedule. The monthly Schedule Update shall reflect agreed assessments of actual completion reached during weekly meetings. If County and D-BE cannot agree, then D-BE shall use County's assessment of actual progress to prepare the Schedule Update. D-BE's monthly Schedule Update shall include: (a) a diagram showing the target versus actual dates for each activity; (b) an updated critical path method report; and (c) a narrative report that includes, but is not limited to, a description of problems, current and anticipated delays and their causes,

impacts of delays, and corrective actions that D-BE has taken or proposes to take to overcome problems and recover from delays. D-BE shall identify any events that will delay the completion of an interim milestone or the completion of the overall Project in the monthly Schedule Update. On County's acceptance of the monthly Schedule Update, it shall become the current accepted Construction Schedule. Any request for an extension of the Contract Time must be based on the accepted Construction Schedule. The submission of an acceptable monthly Schedule Update will be part of the basis of the progress payment and shall be a condition precedent to County's obligation to make such progress payment to D-BE.

10.1.5 Recovery Schedule: If any activity on the critical path is more than 7 days behind the accepted Construction Schedule and it appears that D-BE may not complete all work within the Contract Time, then County may require D-BE to submit a recovery schedule demonstrating its proposed plan to make up all lost time and complete the Project within the Contract Time. D-BE shall submit its recovery schedule within 7 calendar days of County's request. If County finds the proposed recovery schedule unacceptable, it may require D-BE to submit a revised plan or to take actions that are, in County's judgment, necessary to recapture lost time, including but not limited to increasing: (a) manpower; (b) the number of working hours per day; (c) the shifts per working day; (d) the number of working days per week; (e) the amount of equipment; or (f) any combination of the foregoing. D-BE's entitlement to additional compensation, if any, will be determined in accordance with the provisions of the "Changes" Section of the General Conditions.

## 10.2 SCHEDULE OF VALUES

Within 14 calendar days of the issuance of the Notice to Proceed, D-BE shall submit a proposed Schedule of Values for County's review and approval of GMP 1 and draft total Contract Price line items. The Schedule of Values shall include sufficient detail and be supported by sufficient data as County, in its sole discretion, may deem necessary to substantiate its accuracy and to evaluate progress at any point in the Project. The Schedule of Values shall include the general categories noted in the GMP, subdivided into their various components for the costs of design, trade subcontractors' services, labor, and material based when possible upon actual subcontract, purchase order, or vendor prices. Subdivisions of work should be described by easily identifiable and measurable units. Schedule of Values to be updated and resubmitted for County's review and approval within 14 calendars of issuance of Notice to Proceed for each GMP.

The data from the Schedule of Values shall be transferred and correspond directly to the appropriate construction activities on Construction Schedule. County will accept the Schedule of Values with review of the Construction Schedule. The Schedule of Values along with the Construction Schedule will be the basis for D-BE's Progress Payment Request and therefore, must be reviewed by County before the first Progress Payment Request is submitted to County.

To substantiate the accuracy of the Schedule of Values, County and D-BE may review such supporting data as County may require which includes, but is not limited to, subcontractor contracts, material contracts, supply and services contracts, etc.

## 10.3 D-BE'S CONSTRUCTION SUBMITTALS

10.3.1 General: Include within the Construction Schedule a schedule for construction submittals ("submittal schedule") in accordance with Contract Time and Contract Document requirements. When the Contract Documents require a Submittal, D-BE shall not furnish or fabricate any materials or equipment and shall not perform any work covered by the Submittal until County has received said submittal. In a transmittal letter that accompanies each Submittal, D-BE shall call to County's attention any deviations from the Contract Documents. D-BE shall furnish all materials and perform all work for which Submittals are required in accordance with the Submittals that County has reviewed and has taken no exception.

D-BE shall prepare and submit a progress schedule for himself, each subcontractor and supplier, showing anticipated dates for submittals of construction data. Schedule shall allow for lead time required for subcontractors, material and equipment manufacturers, fabricators and suppliers, delivery of materials and equipment, in sufficient time for installation without delaying any portion of the work.

10.3.2 County Review Responsibility: County has no obligation or responsibility in review of construction data for accuracy. County may verify construction data for compliance with County approved requirements. County's review of a Submittal shall not relieve D-BE from responsibility for any errors or omissions in the Submittal or from any performance requirements of the Contract Documents.

10.3.3 Construction Data: D-BE shall provide for County review all construction data and such other data as required for the coordination of the work of the D-BE and each of his subcontractors, whether such submittals are requested.

10.3.4 Submittal Requirements: D-BE shall submit to County one (1) hard copy and one (1) electronic copy of all submittals required by the Contract Documents, including but not limited to: shop drawings, working drawings, descriptions of materials and equipment to be supplied, samples, supporting information, and other submittals (collectively "Submittals"). All submittals shall be provided at D-BE's expense. D-BE shall carefully review each Submittal before delivering it to County. D-BE shall provide a signed, dated transmittal letter with each Submittal certifying that the Submittal is correct and in strict conformance with the Contract Documents.

10.3.5 D-BE's A-E Review: D-BE's AE shall review all submittals to check for general conformance with the project design concept and general compliance with the Contract Documents. Responsibility shall be assumed by D-BE for any of the following:

(1) Correctness of dimensions, details, quantities, or procedures indicated on the submittals.
(2) Any violation indicated on shop drawings, or other construction data, of local, county, state or federal laws, rules, ordinances, or rules and regulations of commissions, boards or other authorities or public utilities having jurisdiction.
(3) Any deviation made from Contract Documents requirements, even with approval from the County, will not relieve the D-BE from any responsibility for errors or omissions in the construction data.

10.3.6 Review of construction data submittals will only be performed as specifically required in the various Specification Sections.

10.3.7 Review of a separate item shall not indicate approval of an assembly in which the item functions.

10.3.8 Review of shop drawings will be general, for design, arrangement and appearance only, and shall not relieve D-BE of responsibility for accuracy of such shop drawings, dimensions, proper fitting, construction of work, providing materials required by the Contract Documents, even though such materials and their installation are not indicated on shop drawings. Review of shop drawings shall not be construed as approving departure from Contract requirements or as acceptance of any responsibility by County for any errors, omissions, or discrepancies shown thereon.

10.3.9 Working Drawings: Working drawings are drawings showing details not shown on the Plans, which details D-BE must design. D-BE must prepare working drawings of a sufficient size and scale to show clearly all necessary details. D-BE shall ensure that when required by California law or the Contract Documents, working drawings are prepared by engineers holding valid professional licenses in the applicable engineering discipline.

10.3.10 Shop Drawings: Shop drawings are drawings showing details of manufactured or assembled products that D-BE proposes to incorporate into the work. D-BE shall submit the shop drawings required by the Contract Documents.

10.3.11 Shop Drawing Variations:

(1) If shop drawings show variations from Contract Documents because of standard shop practice, questions, or any other reason, make specific mention of variations in transmittal letter to the County as well as encircle variations or questions on shop drawings to identify and call them to the County's attention.
(2) If the D-BE has not notified the County in writing of variations, deviations or omissions, the D-BE will be required, at its sole expense, to repair, replace, furnish whatever materials are required, perform the work, including adjacent work of other trades affected thereby, necessary to rectify such deviations and variations, all as directed by County. Replacement and repair shall be mandatory in such instances, even though this occurs after shop drawings have been stamped "Review Completed" and the work in question has been completed. All work pertaining to this condition or situation shall be performed at no additional cost to the County.

10.3.12 Samples:

(1) Samples shall be the precise item proposed to be furnished.

a. Submit one sample to be retained on project site, one to be retained by County, plus the number required by the D-BE for his and his subcontractor's use.

(2) Identify each sample with the manufacturer's name, model number or type, and its intended location in the work.

(3) Samples of value will be returned to the D-BE for use in the work after review by the County.

(4) Failure of samples to conform to specific requirements may, at County option, constitute a bar against submission of other samples by the same manufacturer, vendor or supplier.

(5) Acceptance of samples will not preclude rejection, prior to final acceptance of completed work, of any material upon discovery of defects in material which said sample failed to represent, even though such material or equipment has been installed or erected in place.

(6) After samples have been reviewed, no change in brand or make will be permitted unless satisfactory written evidence is presented, to the County, that the manufacturer cannot make scheduled delivery of approved material, or that material delivered has been rejected and substitution of an alternate material is an urgent necessity, or that other conditions are apparent which indicate acceptance of such substitute materials to be in the best interest of the County.

(7) All samples of materials requiring laboratory tests shall be tested sufficiently in advance of the time they are required to be delivered to the Project Site for: (1) D-BE's review of test results, (2) re-testing and re-submittal as necessary to obtain D-BE's acceptance, (3) manufacture or fabrication, and (4) delivery to Project Site without delaying the scheduled progress of the work.

(8) Each sample shall have physically attached to it, in a manner not easily removable, a label bearing the following information:

a. Project identification.

b. D-BE's and subcontractor's identification.

c. Sample identification including full information as to manufacturer, model, catalog number, finish number, and other required information.

d. Space for D-BE’s A-E's review stamp.

(9) When samples are rejected by the D-BE’s A-E, submit new samples immediately after notification of rejection, and mark them "Resubmitted Samples," in addition to other information required on label.

(10) The right to require additional submission of samples of any materials or material lists is reserved, whether or not specifically mentioned in Specifications.

10.3.13 Supporting Information: Supporting information is information required by the Contract Documents or requested by County when reviewing a submittal that County determines is necessary to analyze and verify that the submittal conforms to the Contract Documents or will be needed by County to operate and maintain a manufactured product or system to be constructed as part of the work. D-BE shall submit supporting information for a system bound together and include information about all manufactured items for the system. Unless otherwise specified in the Contract Documents, supporting information shall comply with applicable requirements of the Specifications and shall include but not be limited to the following:

(1) List of Subcontractors;

(2) List of Materials;

(3) Manufacturer's certifications that materials to be supplied meet the requirements of the Contract Documents, where the Contract Documents allow such certifications or County waives materials testing requirements. County may require materials test data as part of the certification;

(4) Data including but not limited to catalog sheets, manufacturer's brochures, technical bulletins, specifications, diagrams, product samples, and other information necessary to describe a system, product or item. This information may be required for irrigation systems, street lighting systems, and traffic signals, and may also be required for any product, manufactured item, or system.

## 10.4 SUBSTITUTIONS – BRAND OR TRADE NAMES

10.4.1 Unless County has made a finding under Public Contract Code Section 3400(c), whenever the Contract Documents specify any materials, products, things, or services by brand, trade, or proprietary name, by patent, or by manufacturer, such specifications shall be deemed to be a measure of quality and utility or a standard and shall be deemed to be followed by the words "or equal".

10.4.2 If D-BE desires to use any other brand or manufacturer of equal quality, performance, and utility to that specified, it shall apply to County in writing within 15 days after the approval of the related GMP. D-BE shall submit to County 6 copies of each application for an "or equal" determination. D-BE's application shall include all information required for County to evaluate the substitute items, including but not limited to shop drawings, product data, and certified test results.

10.4.3 D-BE shall have the item tested as required by County to determine that the quality, strength, performance, physical, chemical, or other characteristics including but not limited to durability, finish, efficiency, dimensions, service, suitability, and compatibility with County's operations are such that the item will be equal in quality and utility to the item specified. D-BE'S written application constitutes its representation that:

10.4.3.1 D-BE has investigated the proposed item and determined that it meets or exceeds in all respects the quality, performance, and utility of the specified item.

10.4.3.2 D-BE will provide the same warranty as for the specified item.

10.4.3.3 D-BE will coordinate installation and make such modifications, which may be required for the work to be complete in all respects, with no addition to the Contract Time or the Contract Price.

10.4.3.4 D-BE waives all claims for reimbursement for additional costs which may subsequently become apparent by reason of the acceptance and use of such "or equal" materials, equipment, products, processes, or articles.

10.4.4 County will then determine, in its sole discretion, whether or not the proposed materials, products, things, or services are equal in quality, performance, and utility to those specified, and its decision shall be final and binding. D-BE shall not use or install any materials, products, things, or services proposed as "or equal" without County's prior approval. D-BE shall remain solely responsible for the suitability of such proposed material, products, things, or services notwithstanding any

determination by County. D-BE shall bear all expenses associated with its application for determination of "or equal" status.

10.4.5 Any request by D-BE to change materials, products, things, or services required by the Contract Documents that does not fall within the above provisions relating to Public Contract Code Section 3400 shall be considered pursuant to the "Changes" Section of these General Conditions. County will determine, in its sole discretion, whether or not to accept the requested change.

# 11 PAYMENTS

## 11.1 PAYMENT REQUIREMENTS

11.1.1 Form and Contents of Applications for Payment: D-BE must submit applications for payment on a form approved by County.

Each application for payment must include:

a) An accepted Schedule of Values and monthly Schedule Update with a narrative report (if requested), all approved in writing by County and all developed in accordance with the "Schedules, Submittals, Substitutions, And Inspections" Section of the General Conditions. D-BE's submissions of an Accepted Construction Schedule, monthly Schedule Updates, and Schedule of Values are conditions precedent to County's processing of applications for payments;

b) Photographic documentation of completed work (as requested);

c) If requested, D-BE shall provide three copies of certified payrolls from D-BE and all Subcontractors for the period covered by the application for payment, with one copy having all pertinent information visible and two copies having the workers' names, addresses, and social security numbers blacked out;

d) Evidence satisfactory to County that D-BE is fulfilling its obligations under the Contract Documents with respect to preparing daily reports and maintaining up-to-date As-Built Plans;

e) Conditional waivers and releases on progress payment or final payment (as applicable) from D-BE, those Subcontractors of any tier, and those suppliers claiming funds covered by the application for payment, and unconditional waivers and releases on progress payment or final payment from D-BE, those Subcontractors of any tier, and those suppliers who received funds through the preceding applications for payment, all in the form prescribed by Civil Code Sections 8120 through 8138; and

f) Any other administrative documentation as agreed upon. The application for payment shall show the total value of work completed or partially completed as of the date of submission of the application for payment. At County's sole discretion, the value of the work completed may include up to 50% of the value, as determined by County, of: (i) material delivered to the Project site and not yet incorporated into the construction; and/or (ii) materials delivered to D-BE and stored at locations other than the Project site, provided that D-BE furnishes County satisfactory evidence that D-BE has acquired title to the materials, the materials will be used on the Project, the materials are properly stored at a secure off-site location acceptable to County, and the materials at each storage location are segregated from any other materials there that are not intended for use on the Project. County will not pay D-BE for any materials at the Project site that are furnished but are not to be incorporated into the work.

County reserves the right to adjust a payment application if a prior payment application is determined to have been overstated or understated.

11.1.2 Lump Sum Work and Unit Prices: County shall pay for work shown on the Schedule of Values as "Lump Sum", "L.S.", or "Job" at the lump sum price shown. Any contract work for which a unit price has been agreed upon, will be paid for at the actual quantities constructed in accordance with the Contract Documents. Upon completion of the work, if the actual quantities show either an increase or decrease from the quantities stated in the agreement, the unit price stated will apply unless a change to the unit price is warranted under the "Changes" Section of the General Conditions.

11.1.3 Time for Submitting and Reviewing Applications for Payment: D-BE shall submit each application for payment to County for its review on the last business day of the month for which it is seeking payment. County will review the application for payment as soon as practicable and, no later than 7 days after receiving it or as provided by Public Contract Code Section 20104.50, will return to D-BE any application for payment that County determines is not a proper application for payment suitable for payment along with a written explanation of the reasons why the application for payment is not proper. The grounds on which the County may conclude the application for payment is not proper and not suitable for payment include, but are not limited, to: (i) the application is missing documents required under the preceding Section "Form and Contents of Applications for Payment"; (ii) the application does not accurately reflect the progress of the work; (iii) the quality of the work is not in conformance with the requirements of the Contract Documents; (iv) D-BE has failed to remedy defective work; (v) there are third party claims filed against County arising out of D-BE's work; (vi) D-BE has failed to make payments properly to subcontractors and suppliers; (vii) D-BE has damaged County's property or the work by or property of County's separate D-BEs; (viii) D-BE has repeatedly failed to carry out the work in accordance with the Contract Documents; or (ix) there is reasonable evidence that D-BE will not complete the work within the Contract Time and that the unpaid balance of the Contract Price would not be adequate to cover the Liquidated Damages for the anticipated delay.

11.1.4 Progress Payments: Within 30 days of receiving an undisputed, properly completed application for payment, or as provided by Public Contract Code Section 20104.50, County shall pay to D-BE a sum equal to 95% of the value of the work completed since the commencement of the work, less all previous payments. County shall hold 5% of the value of the work completed as Retention until the Retention Payment is made pursuant to Public Contract Code Section 7107. D-BE may be entitled to interest pursuant to Public Contract Code Section 20104.50 if County fails to timely make any progress payment. No progress payment by County shall be considered to be County's acceptance of any part of the work.

11.1.5 Retention Payment: Payment of the Retention amount will be made in accordance with Public Contract Code Section 7107. If the Retention Payment is made before D-BE has complied with all of its obligations under the Contract, then payment of Retention shall not be interpreted as Final Payment and shall not relieve D-BE of its obligations under the Final Payment provisions.

11.1.6 Final Payment: The Final Payment, if unencumbered, or any part thereof unencumbered, shall be made no later than 60 days after D-BE completes the work and submits an application for Final Payment in proper form and suitable for payment. D-BE's work will not be complete until D-BE has delivered: (i) As-Built Plans suitable for use in preparing a reproducible set of record drawings for the Project; (ii) all operations and maintenance manuals; (iii) manufacturers', suppliers', and installers' warranties, guarantees, instruction sheets, and parts lists; and (iv) any other documents or information required by the Contract Documents as a condition to completion of the work.

D-BE's application for Final Payment shall include:

11.1.7 D-BE's affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Project have been paid or otherwise satisfied by D-BE; and

11.1.8 Conditional waivers and releases on Final Payment in the form prescribed by Civil Code Section 8136 from D-BE, its Subcontractors of any tier, and its suppliers who will receive funds from the

Final Payment, listing with specificity any and all claims under or arising out of the Contract or the Project that remain unsettled.

## 11.2 SUBSTITUTED SECURITY

In accordance with Public Contract Code Section 22300 and at the request and expense of D-BE, County will accept securities equivalent to any amount withheld by County to ensure complete and proper performance under the Contract Documents, including the amount withheld as Retention under the "Payments" Section of the General Conditions. Substituted securities must meet the requirements of Public Contract Code Section 22300 and shall be deposited with County or with a California or federally chartered bank in California as escrow agent. The securities shall be held by the escrow agent subject to a written escrow agreement between County, D-BE, and escrow agent, which agreement shall be in a form substantially similar to that contained in Public Contract Code Section 22300.

## 11.3 WAIVER OF CLAIMS

Unless a shorter time is specified elsewhere in the Contract, on or before making its application for Final Payment, D-BE shall submit to County in writing all claims for compensation under or arising out of this Contract. D-BE's acceptance of County's payment in response to D-BE's application for Final Payment shall constitute a waiver of all claims against County under or arising out of this Contract except those previously made in writing and identified by D-BE as unsettled at the time of D-BE's application for Final Payment.

# 12 LABOR AND PUBLIC CONTRACT CODE REQUIREMENTS

D-BE and all Subcontractors shall comply with all applicable requirements of the Labor Code throughout the performance of the Contract, including but not limited to the following:

## 12.1 WAGE RATES

D-BE and any Subcontractor(s) shall comply with the provisions of California Labor Code Sections 1771 et seq., and shall pay workers employed on the Contract not less than the general prevailing rates of per diem wages and holiday and overtime wages as determined by the Director of Industrial Relations. D-BE shall post all job site notices as required by Labor Code Section 1771.4(a), including a copy of these wage rates for each craft, classification, or type of worker needed in the performance of this Contract. Copies of these rates are on file at the principal office of County's representative, or may be obtained from the State Office, Department of Industrial Relations ("DIR") or from the DIR's website at www.dir.ca.gov. If the Contract is federally funded, D-BE and any Subcontractor(s) shall not pay less than the higher of these rates or the rates determined by the United States Department of Labor.

## 12.2 WAGE RATE PENALTY

D-BE and any Subcontractor(s) shall comply with the provisions of Labor Code Section 1775. D-BE and any Subcontractor(s) shall be subject to a penalty in an amount up to $200, or a higher amount as provided by Section 1775, for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done by the D-BE or Subcontractor(s) under the Contract.

## 12.3 WORK HOUR PENALTY

As provided by Labor Code Section 1810, 8 hours of labor shall constitute a legal day's work, and 40 hours shall constitute a legal week's work. The time of service of any worker employed under the Contract shall be restricted to 8 hours during any one calendar day, and 40 hours during any one

calendar week, except as provided herein. D-BE shall forfeit to County $25, or a higher amount as provided by Labor Code Section 1813, for each worker employed in the performance of this Contract by D-BE or by any Subcontractor(s) for each calendar day during which such worker is required or permitted to work more than the legal day's or week's work, except as provided by Labor Code Section 1815.

## 12.4 REGISTRATION WITH CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS

D-BE and all required Subcontractors must comply with the requirements of Labor Code Section 1771.1(a), pertaining to registration of D-BEs pursuant to Section 1725.5. Registration and all related requirements of those sections must be maintained throughout the performance of the Contract.

## 12.5 PAYROLL RECORDS

D-BE and any Subcontractor(s) shall comply with the requirements of Labor Code Section 1776. Such compliance includes the obligation to furnish the records specified in Section 1776 directly to the Labor Commissioner in an electronic format, or other format as specified by the Commissioner, in the manner provided by Labor Code Section 1771.4.

The requirements of Labor Code Section 1776 provide in part:

D-BE and any Subcontractor(s) performing any portion of the work under this Contract shall keep an accurate record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by D-BE or any Subcontractor(s) in connection with the work.

Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

The information contained in the payroll record is true and correct.

The employer has complied with the requirements of Labor Code Sections 1771, 1811, and 1815 for any work performed by his or her employees in connection with the Contract.

The payroll records shall be certified and shall be available for inspection at the principal office of D-BE on the basis set forth in Labor Code Section 1776.

D-BE shall inform County of the location of the payroll records, including the street address, city and county, and shall, within five working days, provide a notice of any change of location and address of the records.

Pursuant to Labor Code Section 1776, D-BE and any Subcontractor(s) shall have 10 days in which to provide a certified copy of the payroll records subsequent to receipt of a written notice requesting the records described herein. In the event that D-BE or any Subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to County, forfeit $100, or a higher amount as provided by Section 1776, for each calendar day, or portion thereof, for each worker to whom the noncompliance pertains, until strict compliance is effectuated. D-BE acknowledges that, without limitation as to other remedies of enforcement available to County, upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the California Department of Industrial Relations, such penalties shall be withheld from progress payments then due D-BE. D-BE is not subject to a penalty assessment pursuant to this Section due to the failure of a Subcontractor to comply with this Section.

## 12.6 APPRENTICES

12.6.1 Unless the Contract involves a dollar amount less than that specified in Labor Code Section 1777.5, this Contract is governed by the provisions of Section 1777.5. D-BE shall comply with Labor Code Section 1777.5 for all apprenticeable occupations.

12.6.2 D-BE and all Subcontractor(s) shall comply with Labor Code Section 1777.6, which forbids discriminatory practices in the employment of apprentices on any basis listed in Government Code Section 12940 (described in the "Nondiscrimination" Section of the General Conditions), except as provided in Labor Code Section 3077.

12.6.3 D-BE shall comply with all requirements of California Public Contact Code Section 22164 (c) regarding the use of a skilled and trained workforce.

## 12.7 NONDISCRIMINATION

In the performance of the Contract, D-BE shall neither engage in nor permit its Subcontractors to engage in discrimination against any employee or applicant for employment on any basis listed in California Government Code Section 12940, including but not limited to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, as those bases are currently defined in Government Code Sections 12926 and 12926.1, or as they may be modified. This prohibition shall pertain to employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay and other forms of compensation; selection for training, including apprenticeship; and any other action or inaction pertaining to employment matters.

## 12.8 SUBCONTRACTOR BIDDING AND APPRENTICES

12.8.1 D-BE shall comply with Public Contract Code Section 22166 for the award of subcontracts exceeding one-half of one percent of the contract price allocable to construction work.

12.8.2 D-BE shall comply with Public Contract Code Section 22164 (c) regarding the use of a skilled and trained workforce.

# 13 WARRANTY / GUARANTEES

## 13.1 WARRANTY

D-BE warrants that materials and equipment furnished under the Contract Documents will be new, of good quality, and carrying all available manufacturers' and installers' warranties; that construction will be of good and workmanlike quality; and that all of the work shall be performed in strict conformance with the requirements of the Contract Documents, industry standards, and manufacturers' recommendations. Work not conforming to these requirements shall be considered defective ("Defective Work"). Defective Work does not include damage caused by modifications not executed by D-BE, improper operation or maintenance, or normal wear and tear.

## 13.2 ONE-YEAR CORRECTION PERIOD

For a period of not less than one year from the date County accepts D-BE's work, as evidenced by a Notice of Completion issued by County, D-BE shall take immediate action to correct any Defective Work reported by County orally or in writing. D-BE shall initiate corrective action on Defective Work affecting use of a facility, safety, or preservation of property within twenty-four (24) hours after notification. D-BE shall initiate corrective action on other Defective Work within ten (10) calendar days after notification. If D-BE fails to initiate corrective action within the specified times

or fails to complete the corrective work within a reasonable time, County may take whatever corrective action it deems necessary. All costs incurred by County because of D-BE's failure to correct Defective Work during the one-year correction period shall be due and payable immediately by D-BE. The one-year correction period relates only to the specific obligation of D-BE to return to the Project site and correct Defective Work. The one-year correction period does not establish a period of limitations with respect to any of D-BE's other obligations under the Contract Documents, including but not limited to D-BE's warranty, and it has no relationship to the time within which County may seek to enforce the D-BE's obligation to comply with the Contract Documents or to the time within which proceedings may be commenced to establish the D-BE's liability with respect to any of the D-BE's obligations.

## 13.3 MANUFACTURERS' AND INSTALLERS' WARRANTIES

All manufacturers' and installers' warranties received by D-BE shall be assignable to County, and upon abandonment, termination, or completion of the Agreement shall be deemed, and hereby are, assigned to County. D-BE shall take all actions necessary to preserve the full scope of all manufacturers' and installers' warranties for the benefit of County and shall take no action that would impair County's rights under any such warranties. Before County's acceptance of the work, D-BE shall deliver to County manufacturers' and installers' warranties, guarantees, instruction sheets, and parts lists, which are furnished with certain articles of materials incorporated in the work.

## 13.4 SURVIVAL

All of D-BE's warranty obligations shall survive abandonment, termination, and completion of the Contract. Neither Final Payment nor any other provision in the Contract Documents shall constitute County's acceptance of work not performed in accordance with the Contract Documents nor relieve D-BE of liability with respect to its warranty obligations or for Defective Work.

# 14 PERFORMANCE

## 14.1 OBLIGATION TO REVIEW DOCUMENTS

14.1.1 D-BE shall carefully study and compare all Contractor Documents and shall at once report to County any error, inconsistency or omission that D-BE may discover.

14.1.2 D-BE shall be responsible for the coordination of all trades so that all components are properly integrated into the construction. All significant conflicts in location shall be brought promptly to the attention of the County. In the event of conflicts that cannot be anticipated and resolved by examination of the Contract Documents, the cost of changes ordered by County shall be compensated by Change Order.

## 14.2 OTHER CONTRACTS

County may undertake or award other contracts for simultaneous, collateral, or additional work adjacent to or within the work site. D-BE shall fully cooperate with such other contractors and County, and carefully fit D-BE's own work to such other work as may be directed by County. D-BE shall be responsible for ascertaining the nature and extent of any simultaneous, collateral, or additional work by others. D-BE shall not commit or permit any act that will interfere with the performance of work by County or any other contractors, and shall cooperate in the coordination of its separate activities in a manner that shall not interfere with County's current facility operations and the activities of other contractors working in the area. D-BE shall include in its Bid all costs involved as a result of coordinating its work with others. If necessary for coordination purposes, D-BE shall redeploy its forces to other parts of the work.

## 14.3 PROTECTION

14.3.1 D-BE shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. D-BE shall comply with the provisions of the Construction Safety Orders issued by the State Division of Occupational Safety and Health. D-BE shall also be responsible for all materials delivered and work performed until completion and acceptance of the Project, except for any completed unit of construction that County may have previously accepted.

14.3.2 D-BE shall maintain continuously adequate protection of all work from damage and shall protect County's personnel, invitees, and property from damage, injury, or loss arising in connection with this Contract. D-BE shall make good any such damage, injury, or loss. D-BE shall adequately protect adjacent property and shall maintain reasonable security of the site at all times. D-BE shall limit visitors to the site to those necessary for construction and inspection. Visitors for other purposes shall be referred to County. D-BE's and Subcontractors' employees shall possess means of identification at all times as required by County while on the job site.

Security of the D-BE's material, equipment, work product and work site is the D-BE's responsibility.

Employment of a security guard for any time period (working hours or other than working hours), shall be left to the discretion of the D-BE. The D-BE shall be fully responsible for any theft or damage to any material, equipment or to any portion of the building, work, or site.

14.3.3 County may notify D-BE of any noncompliance with the foregoing provisions and the action to be taken. D-BE shall, after receipt of such notice, immediately correct such conditions. Such notices shall be deemed sufficient for said purpose when delivered to D-BE or D-BE's representative at the work site. Failure of receipt of such notice from County shall not relieve D-BE of responsibility for safety.

14.3.4 If D-BE fails or refuses to comply promptly, County may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop work order shall be made the subject of claim for extension of time or additional compensation to D-BE. D-BE will be responsible for ensuring that D-BE's Subcontractors and suppliers comply with the provisions of this Section.

14.3.5 In an emergency affecting the safety of persons, the work, or of adjoining property, D-BE without special instruction or authorization from County, is hereby permitted to act at D-BE's discretion to prevent such threatened loss or injury. D-BE shall so act if directed by County. Any claim for additional compensation by D-BE on account of emergency work shall be determined as set forth in the "Changes" Section of these General Conditions.

14.3.6 The D-BE shall comply with County's Safety and Loss Prevention Policy and Procedure #306 ("Contractor Safety Responsibilities") and submit a copy of its Injury and Illness Prevention Program (IIPP), Jobsite Safety Inspection Checklist, and Contractor Safety-Activity Checklist to the designated County Procurement staff as part of the solicitation and/or contract process. The D-BE will notify County Project Manager of any revisions to the Safety-Activity Checklist and will provide a new Safety-Activity Checklist upon County request. The IIPP shall comply with California Code of Regulations, Title 8, Section 1509 or 3203 (whichever applies). The D-BE shall submit other safety programs that pertain to the type of job that will be performed on site. County reserves the right to conduct inspections and audits as necessary for the purpose of evaluating any aspect of safety performance under this Contract.

14.3.7 The D-BE is required to provide a Safety Data Sheet (SDS) compliant with California Code of Regulations, Title 8, Section 5194, for each hazardous substance that is provided, used or created as part of the goods or services provided by Contractor to County. The SDS for each substance must be sent to either the County Project Manager, as specified in the "Notices" provision of this Contract, or to the place of shipment or provision of goods/services.

## 14.4 FENCES AND BARRICADES

A. Furnish, erect and maintain all fences and barricades required by local ordinances, or public safety and necessity until completion of the project.

B. Barricades to protect pedestrians from building construction shall be constructed of ½" painted (two coats) plywood and shall be free from projecting nails, boards or other hazards. The D-BE shall maintain barricades free from graffiti.

C. No signs, other than those specified, shall be erected without the written approval of the County.

D. Remove construction fences, barricades, and other related temporary construction upon completion of work, or sooner if authorized or required to maintain Project progress.

## 14.5 PROJECT SIGN & NOTICE

A. No signs or advertisements will be permitted on the Project site, except with the express permission of County's Project Manager.
B. At every door and barricade separating the project work and staging areas from areas not included in the project work area, the D-BE shall provide, install and continuously maintain a construction warning sign. The 11 inch by 17 inch construction warning sign shall be approved by County's Project Manager and shall be plastic laminated on heavy cardstock and shall be securely affixed at eye level to the door or barricade.
C. D-BE (if required) shall furnish and install one 4 foot by 8 foot Project sign to be located at the Project site and shall contain the following information:
D. County Logo (in color, graphics to be provided)
E. Board Of Supervisors (list of 5 supervisors and district)
F. Facility & Project Name:
G. County of Orange
H. Architect-Engineer: TBD
I. D-BE - TBD
J. D-BE shall submit sign layout and proposal exact location for review and approval by the County's Project Manager.
K. Mounting: Mount on 2 each 4 inch by 4 inch posts. Posts shall extend a minimum of 36 inches below grade and extend a minimum of 8 feet-0 inches above finish grade. The sign shall be mounted by concealed fasteners with the base of the sign 1 foot-4 inches above finish grade. The posts shall be pressure treated wood, primed and partial whitened.

## 14.6 QUALITY OF MATERIALS AND WORKMANSHIP

14.6.1 D-BE shall perform all work required by the Contract Documents in a skillful, good, and workman like manner and in strict conformance with the Contract Documents. All materials and equipment furnished by D-BE shall be new and of highest quality, unless otherwise required by the Contract Documents. See Section 01400, Quality Requirements for additional requirements.

14.6.2 D-BE shall supervise and direct the work using its best skill and attention. All labor shall be performed by individuals specialty skilled in the kind of work required. D-BE shall at all times enforce strict discipline and good order among its employees and those of its Subcontractors of any tier. D-BE shall not employ for the Project any unfit person or anyone not skilled in the assigned task or otherwise unfit. D-BE shall immediately remove from the Project any person that County determines, in its sole discretion, is unfit or behaving in an unsatisfactory or unacceptable manner.

Persons so removed shall not thereafter be reassigned to any portion of the Project without County 's written approval, which may be granted or withheld in County's sole discretion.

14.6.3 D-BE shall, without charge, replace any material or correct any work found by County not to conform to the requirements of the Contract Documents, unless County consents to accept such material or work along with a commensurate reduction in the Contract Price. D-BE shall promptly segregate and remove rejected material from the work site.

14.6.4 If D-BE does not promptly replace rejected material or correct rejected work, or immediately remove persons who are unfit or behaving unacceptably, County may: (1) by contract or otherwise replace such material or correct such work and charge the cost thereof to D-BE, including but not limited to by deducting the cost from amounts due or to become due to D-BE; or (2) terminate D-BE's right to proceed in accordance with the "Termination For Cause" Section of the General Conditions.

## 14.7 SURVEYING

14.7.1 D-BE shall notify County at least 7 days before starting work to allow for the preservation of survey monuments, lot stakes, and benchmarks. D-BE shall not disturb survey monuments, lot stakes, or benchmarks without the consent of County, and shall bear the expense of replacing any that may be disturbed without such consent. Replacement shall be done only under the direction of County by a Registered Licensed Land Surveyor or a Registered Civil Engineer authorized to practice land surveying within the State. When a change is made in the finished elevation of the pavement of any roadway in which a permanent survey monument is located, D-BE shall adjust the monument cover to the new grade within 7 days of finished paving unless otherwise instructed by County. D-BE shall preserve construction survey stakes and marks for the duration of their usefulness, and will bear the expense of any survey stakes that are lost or disturbed and need to be replaced.

14.7.2 D-BE shall notify County in writing at least 7 days before survey services will be required in connection with the laying out of any portion of the work. D-BE shall dig all holes necessary for line and grade stakes. Unless otherwise specified in the Contract Documents, stakes will be set and stationed by County for curbs, headers, sewers, storm drains, structures, and rough grade. A corresponding cut or fill to finished grade (or flowline) will be indicated on a grade sheet.

14.7.3 All work shall conform to the lines, elevations, and grades shown on the Plans. Three consecutive points set on the same slope shall be used together so that any variation from a straight grade can be detected. Any such variation shall be reported to County. In the absence of such report, D-BE shall be responsible for any error in the grade of the work. Grades for underground conduits will be set at the surface of the ground. D-BE shall transfer them to the bottom of the trench.

14.7.4 Surveying by D-BE shall conform to the quality and practice required by County.

## 14.8 UTILITIES

14.8.1 Location: County will provide D-BE with copies of documents which describe the location of known utility substructures, or will indicate in the Plans or Special Provisions those substructures (except for service connections) that may affect the work, as maybe known by County. The removal, relocation, abandonment, or installation of utilities shall be in accordance with the applicable provisions of the Contract Documents. Where underground main distribution conduits such as water, gas, sewer, electric power, telephone, or cable television are shown on the Plans, D-BE shall assume that every property parcel or facility adjoining the Project will have a service connection for each type of utility. D-BE shall determine the location and depth of all utilities, including service connections, which may affect or be affected by its operations. Pursuant to Government Code Sections 4216 et seq., D-BE shall contact the appropriate regional notification center(s) and shall obtain an inquiry identification number at least 2 working days, but not more than 14 calendar days, prior to commencing any excavation.

14.8.2 Protection: D-BE shall not interrupt the service function or disturb the support of any utility without with appropriate coordination. Valves, switches, vaults, and meters shall be maintained readily accessible for emergency shutoff. Where protection is required to ensure support of utilities located as shown on the Plans, D-BE shall furnish and place the necessary protection at its expense. Permanent improvements installed in proximity to any utilities shall be constructed in a manner that will not impair the physical integrity, use, or ongoing maintenance of those utilities.

14.8.3 Removal: Unless otherwise specified in the Contract Documents, D-BE shall remove all interfering portions of utilities represented in the Plans or Special Provisions as "abandoned" or "to be abandoned in place." Before starting removal operations, D-BE shall ascertain whether the abandonment is complete, and the costs involved in the removal and disposal shall be included in the related GMP for the items of work necessitating such removals.

## 14.9 TRAFFIC CONTROL

14.9.1 D-BE shall coordinate its traffic at the site with County. D-BE shall submit an acceptable plan Traffic Control Plan (TCP) to County within 10 days after the Notice to Proceed is issued (or as agreed upon in the Construction Schedule).

The TCP shall display and address, at a minimum:

a) Protection of existing improvements;
b) Methods to eliminate interference with existing nearby facility operations and traffic in and out of the nearby facilities;
c) Proposed haul routes for delivery of materials;
d) Compliance with local ordinances

14.9.2 Reckless driving shall not be tolerated, and all vehicles shall be operated at a safe speed at all times. If County determines that D-BE has violated the Traffic Control Plan or otherwise operated in an unsafe manner, County may suspend or prohibit the equipment operator(s) from any further work at the site. Repeated or severe incidents demonstrating the failure of D-BE to operate its vehicles safely shall constitute a material breach of this Contract and County may terminate D-BE's right to proceed with the work pursuant to the "Termination for Cause" Section of the General Conditions.

## 14.10 TEMPORARY OFFICE BUILDING AND TELEPHONE

D-BE shall provide a temporary office building and telephone, if required for the Project. D-BE may provide a temporary office for his own convenience at his sole expense. The temporary office, if desired by D-BE, shall be subject to approval of the County. Any temporary building shall be Class B and be provided by the D-BE in accordance with SSPWC Section 8 - Facilities for Agency Personnel. The trailer shall be located as shown in the Plans and/or as directed by County or D-BE shall submit, a location plan showing the arrangement of field offices, storage sheds, equipment storage, and staging areas for County approval.

## 14.11 PERMANENT SYSTEMS USED AS TEMPORARY FACILITIES

When any portion of a permanent system is used in operating condition, that part of the system may be used as a temporary facility, provided that the D-BE:

(1) Obtains County's approval in writing.
(2) Assumes full responsibility for the system used.
(3) Pays all costs for operation, maintenance, cleaning and restoration of the system.
(4) Operates the system with the consent and supervision of the subcontractor responsible for the system's installation and ultimate performance.

## 14.12 TEMPORARY UTILITIES

D-BE shall provide the necessary temporary utilities for construction use and bear the responsibility for their proper operation. If any utilities are in place and in use by the County at the Project site, such utilities -- excluding telephone -- may be utilized by the D-BE at no cost, to the extent the utilities are available without impact to the County's operations. If County supplied utilities are utilized by the D-BE, the D-BE shall exercise conservation of energy and utility resources to the satisfaction of the County, or such provision of utilities by the County will be terminated at County's discretion.

## 14.13 SANITARY UNIT

D-BE shall provide temporary toilets for D-BE's use. D-BE will maintain and service them in a sanitary condition through the construction of the Project. Toilet facilities in existing County buildings shall not be used by the D-BE, sub-D-BEs, suppliers, workers, and/or inspectors.

## 14.14 WATER

D-BE shall furnish all water needed for the Project, including but not limited to potable (drinking) and construction/dust suppression water, unless otherwise specified in these Contract Documents.

## 14.15 FIRE PROTECTION

D-BE shall take all necessary measures to protect the building and all areas of the project site against fire. D-BE shall provide fire extinguishers suitable for the Project and consistent with the factors enumerated in Title 19 of the California Code of Regulations, Section 565. These extinguishers shall be placed at strategic locations around the working area and kept accessible for use in case of fire. D-BE shall keep fire extinguishers in working order and shall remove them from the site at the end of construction.

D-BE shall observe all requirements specified in the various other Sections of the Specifications related to fire safety.

## 14.16 STORAGE AND WORKING SPACE

If applicable, D-BE may use the working area designated by County for material storage and working space. Any additional space shall be obtained by D-BE at D-BE's own expense. Locations for D-BE to store D-BE's equipment will be agreed upon during the pre-construction meeting.

## 14.17 TRANSPORTATION AND HANDLING OF PRODUCTS

D-BE shall:

1. Transport and handle products in accordance with manufacturer's instructions and applicable regulations;
2. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged; and
3. Provide equipment and personnel to handle products by methods to prevent damage.

## 14.18 STORAGE AND PROTECTION OF PRODUCTS

D-BE shall:

1. Store and protect products in accordance with manufacturer's instructions and applicable regulations, with seals and labels intact and legible;
2. Store sensitive products in weather-tight, climate-controlled enclosures;

3. Store hazardous materials in accordance with applicable regulations, including but not limited to those related to containment and protection of the materials and surrounding environment;
4. Store fabricated products on sloped supports above ground if such products are stored outdoors;
5. Cover products subject to deterioration with impervious sheet covering with ventilation to avoid condensation;
6. Provide equipment and personnel to store products by methods to prevent damage;
7. Arrange storage of products to permit access for inspections; and
8. Periodically inspect to ensure products are undamaged and are maintained under specified conditions.

## 14.19 REMOVAL OF TEMPORARY FACILITIES

D-BE shall remove temporary toilets, storage sheds, and other facilities of a temporary nature from the Project site as soon as County determines progress of the work permits. D-BE shall recondition and restore portions of the site occupied by temporary facilities to a condition acceptable to County.

## 14.20 REGULATORY COMPLIANCE REQUIREMENTS

14.20.1 Permits

a) Project plans are approved for permit from the Orange County Planning & Development Services as well as (list other approvals including but not limited to South Coast Air Quality Management District, and SWPPP). D-BE shall identify any additional and obtain all permits necessary for the Project, including: permits, licenses, and certifications, including but not limited to all trade-related permits; permits required for environmental protection; construction permits; encroachment permits; permits required for the operation and storage of any equipment or regulated hazardous materials brought onsite; and permits required for dispensing and storing petroleum-related products. If necessary for the Project, D-BE shall obtain and submit to County a California Occupational Safety Health Agency (Cal-OSHA) Excavation Permit. If required for project. D-BE shall be responsible for ensuring that all permits necessary to complete the Project are in place consistent with Federal, State, and local laws and regulations. Costs and fees associated with said permits, regardless of whether obtained by County, D-BE, or any other entity, shall be borne solely by the D-BE, except as identified elsewhere in Agreement.

b) D-BE shall comply with the regulations or requirements of all permits, licenses, certifications, and regulations governing the Project. Any act or omission by D-BE that causes either Party to be in violation of any permit, licenses, certification, or regulation shall be deemed a material breach of this Contract by D-BE. County reserves the right to perform itself or through other D-BEs any work necessary to correct any violation or to bring the Project into compliance with any permit, license, certification, or regulation, and shall deduct the cost of such work from any funds due or to become due to D-BE

c) D-BE shall maintain, at its job site office, copies of all permits, licenses, and certifications required for or governing the Project, including permits and approvals issued to County by the State Water Resources Control Board; the South Coast Air Quality Management District ("SCAQMD") for dust control; and the SCAQMD and Local Enforcement Agency for refuse excavation.

14.20.2 D-BE Compliance with Applicable Law and Regulations: D-BE shall comply with all Federal, State, County, and local codes, ordinances, regulations, and standards applicable to the Project. D-BE shall comply with all current regulatory criteria and standards. D-BE shall

not be entitled to any additional compensation for work necessary to comply with legal or regulatory requirements effective at the time of bid opening.

14.20.3 Archaeological/Paleontological Resources

County may engage the services of an Archaeologist/Paleontologist ("A/P") to monitor all or portions of the work.

a) The Contract Documents may require D-BE to retain an A/P. In such event, the following conditions apply:

i. A/P shall be acceptable to County. A County Certified Archaeologist and Paleontologist can be found at Certified Archaelolgists - County of Orange Certified Paleontologists - County of Orange. Regardless of whether A/P is selected from County's list, A/P shall meet all minimum qualifications listed in the "Qualifications for Certification of Archaeological and Paleontological Professionals" document provided at that website.

ii. D-BE shall submit the qualifications and references of A/P to County for verification at least 10 working days prior to any excavation or grading work. A/P shall be approved in writing by County at least 5 working days prior to the start of any excavation or grading work.

iii. Unless otherwise agreed to in writing by County, A/P shall not be an employee of D-BE, any subcontractor currently under contract by D-BE (for any job), or any supplier to any project awarded or contracted to D-BE.

iv. D-BE shall be compensated for all A/P expenses including all labor, materials, tools, equipment, and incidentals necessary for accomplishing the work in accordance with the Item(s) identified for A/P services in the Bid Schedule or, if not listed there, in accordance with the "Changes" Section of the General Conditions.

v. A/P shall report exclusively to County. County may terminate the services of A/P at any time and at County's sole discretion, with no justification necessary to D-BE, and D-BE shall replace A/P with another individual or firm meeting the requirements of this Section. Under no circumstances will A/P's termination entitle D-BE to any additional time or payment under the "Changes" Section of these General Conditions.

vi. All other provisions of this Section apply whether A/P is retained by County or by D-BE, and D-BE shall ensure that A/P complies with the provisions of these Contract Documents pertaining to A/P services.

b) D-BE shall cooperate with all A/P personnel. If A/P directs D-BE to suspend or stop work in a particular area, D-BE shall abide by such request immediately and not resume work until directed by County.

c) The A/P shall:

i. Conduct a literature and records search for recorded sites and previous surveys;

ii. Conduct a field survey unless the entire work site has been previously surveyed, and the survey documentation is acceptable to County;

iii. Attend the pre-construction meeting to conduct or schedule separate pre-construction cultural and paleontological resources sensitivity training, and attend additional meetings or provide training as determined necessary by County. In the event of the discovery of specimens or artifacts, attend construction meetings until otherwise directed by County;

iv. Conduct pre-construction cultural and paleontological resources sensitivity training for all staff involved in moving soil or working near soil disturbance. Training shall review the types of archaeological and paleontological resources that might be found, along with laws for the protection of the resources;

v. If determined necessary by the A/P and approved by County, the A/P shall prepare a report on a subsurface test level investigation of archaeological resources collection or pre-grade paleontological salvage operation. The report shall evaluate the site including the significance of any finds (location, depth, nature, condition, and extent of the artifacts or specimens), recommended methodology of salvage or mitigation and related cost estimates, and an analysis and catalogue of artifacts or specimens;

vi. Establish procedures for A/P sampling and resource surveillance and monitoring;

vii. In cooperation with County, establish procedures for suspension or redirection of work to permit sampling, identification, and evaluation of possible resources.

viii. During grading, excavation, or other ground-disturbing activities, if any evidence of paleontological, pre-historic, or historic cultural resources is uncovered, the following measures, unless otherwise specified in regulatory permit language, shall be taken:

a) All below grade work shall stop within a 100-foot radius of the discovery. Work shall not continue until the discovery has been evaluated by the A/P.

b) The A/P shall assess the find(s) and determine if they are of value. If the find(s) are of value then:

i. The A/P shall draft a monitoring program and monitor all ground-disturbing activities related to the Project.

ii. A/P shall prepare all potential finds in excavated material to the point of identification.

iii. Significant finds shall be preserved as determined necessary by the A/P.

iv. Excavated finds shall be offered to County or its designee for curation on a first-refusal basis, then offered to a local museum or repository willing to accept the resource.

v. Within 30 working days of completion of the end of earth moving activities, the A/P shall draft a report summarizing the finds, and shall include the inspection period, an analysis of any resources found, and the present repository of the items.

vi. All resulting reports shall be delivered to County and filed with the South Central Coastal Information Center at the California State University, Fullerton, or another institution if directed by County.

c) If D-BE uncovers any burial grounds or remains, ceremonial objects, petroglyphs, or archaeological, paleontological, or other artifacts or specimens of like nature within the construction area, D-BE shall immediately notify the County's onsite representative of D-BE's finds and shall modify the construction operations so as not to disturb the finds pending further instructions from County.

d) Discovery of human remains:

i. In accordance with Section 7050.5 of the California Health and Safety Code, if human remains are found, no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent remains shall occur

until the County of Orange Sheriff-Coroner and/or other applicable coroner and law enforcement agency ("Coroner's Office") has determined the appropriate treatment and disposition of the human remains. The Coroner's Office shall be notified within 24 hours of the discovery.

ii. If the Coroner's Office determines that the remains are or are believed to be of Native American origin, the Coroner's Office will notify the California Native American Heritage Commission (NAHC).

iii. In accordance with Section 5097.98 of the California Public Resources Code, the NAHC must notify those persons it believes to be the most likely descended from the deceased Native American. The descendants shall be granted access to the site to complete their inspection as quickly as possible. The designated Native American representative would then determine, in consultation with County, the treatment and disposition of the human remains.

e) Should the finds, or notification of finds, result in delays or extra work, payment will be allowed in accordance with the "Changed Conditions" subsection of the "Conditions Affecting The Work" Section of these General Conditions. However, D-BE shall not be entitled to damages, additional payments, or extensions of time where the D-BE could have avoided delays by any reasonable means.

f) Unless otherwise required by law, any and all finds shall remain the property of County and not become the property of any other person or entity.

14.20.4 Surface Water Protection

a) Work is subject to the requirements of the National Pollutant Discharge Elimination System ("NPDES") storm water regulations. NPDES regulations require the implementation of a Stormwater Pollution Prevention Plan ("SWPPP"). The nature and location of the work require compliance with the SWPPP, County has prepared a SWPPP for this project. D-BE is responsible for obtaining copies of the site-specific SWPPP from County. Copies of the SWPPP and related documents may be found at: http://www.waterboards.ca.gov/water_issues/programs/stormwater/industrial.shtml.

b) Additionally, in a letter dated August 31, 2011, the Santa Ana Regional Water Quality Control Board issued a Water Quality Standards Certification pursuant to the federal Clean Water Act ("CWA") (also known as the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 et seq.), Section 401. The Certification requires that discharge from the Project will comply with CWA Sections 301 (Effluent Limitations), 302 (Water Quality Related Effluent Limitations), 303 (Water Quality Standards and Implementation Plans), 306 (National Standards of Performance), and 307 (Toxic and Pretreatment Effluent Standards). The discharge is also regulated under State Water Resources Control Board Order No. 2003-0017-DWQ, "General Waste Discharge Requirements for Dredge and Fill Discharges that Have Received Water Quality Certification."

14.20.5 SWPPP Implementation & Compliance

a) D-BE is responsible for implementing and complying with the SWPPP, as applicable to the nature and location of the work. D-BE's implementation and compliance activities shall include but not be limited to: installation and maintenance of BMPs (interim and final); preparation and implementation of Rain Event Action Plans (REAPS); rainfall and storm water turbidity and pH monitoring, sampling and analysis as required by the SWPPP. D-BE shall designate an independent Qualified SWPPP Practitioner (QSP), who will be responsible for monitoring D-BE's compliance with SWPPP requirements on the Project at all times.

b) D-BE shall be responsible for providing all reports required by the SWPPP (monitoring, inspection, REAP, annual reports, etc.) to the County for review. D-BE shall submit all reports digitally with at least three hard copies to the County.

c) D-BE's designated QSP shall review and make recommendations to the County to amend the appropriate SWPPP as needed during the course of work to reflect actual construction progress and construction practices.

d) D-BE shall comply with all the requirements identified in the SWPPP. Reference Section III General Performance Specifications for more information regarding SWPPP and BMPs.

## 14.21 HAZARDOUS OR CONTAMINATED MATERIALS

14.21.1 At the start of project work County will provide D-BE with all known documentation of hazardous materials including but not limited to Hazardous Materials Assessments and State Mandated reports on asbestos containing building materials. The project requires D-BE to be responsible for work related to hazardous materials;

14.21.2 D-BE is responsible for proper handling, storage, transportation, and disposal (per all federal, State and local regulations) of any hazardous wastes, liquid wastes, or nuisance wastes (for example, finely divided, powdery, or dusty materials, strong odors, etc.) that it generates while working on County's behalf.

14.21.3 As provided by the "Contract Time" Section of the Agreement, D-BE must submit for County's review an Emergency/Contingency Plan for handling spills of hazardous, liquid, or nuisance materials while working on County's behalf. The Plan shall include proper handling, removal, and disposal of these materials per all applicable federal and State requirements. The Emergency/Contingency Plan shall also include emergency notification to County and any other notifications as required by law. D-BE shall not commence work at the site until County has approved D-BE's Emergency/Contingency Plan.

14.21.4 D-BE must restore any spill-damaged areas to their original condition in a correct and timely manner and to the satisfaction of County.

14.21.5 D-BE shall remove and dispose of any materials that become contaminated directly or indirectly as a result of the D-BE's operations, whether or not such contamination involves hazardous materials. The removal and disposal of any contaminated materials associated with this Contract shall be completed by the D-BE to the satisfaction of County at no additional cost to the County. D-BE shall execute all necessary manifests, bills of lading, or similar documents ("Manifests") concerning such contaminated materials which shall identify D-BE as the generator of the materials.

14.21.6 Prior to shipment, D-BE shall provide copies of all Manifests to the County to verify that D-BE has arranged for the proper disposal of hazardous materials to a licensed, permitted facility. D-BE shall provide to County proof of proper disposal of such materials. If Manifests and proof of proper disposal are not submitted, County may withhold or deduct directly the estimated cost of removal and disposal from amounts otherwise due D-BE, plus a 5% administration fee, until D-BE submits Manifests and proof of disposal.

14.21.7 County has the right to perform inspections of the D-BE's work area at any time to ensure D-BE is compliant with all applicable regulations.

14.21.8 Upon written notice from County, if D-BE does not remove contaminated materials immediately, County may remove, process, transport, and certify the material as stated above and all costs incurred By County for removal and disposal, plus a 5% administrative fee, will be deducted directly from amounts otherwise due D-BE. If County performs such decontamination, D-BE shall sign any Manifests for that material as the generator.

14.21.9 D-BE shall train its employees, as required by OSHA and California Code of Regulations Title 8, in the proper handling, storage, transportation and disposal of hazardous materials. D-BE shall train its employees to follow the Emergency/Contingency Plan and know immediate response procedures should a release occur.

14.21.10 D-BE shall keep appropriate emergency response equipment and materials available in the working area at all times.

14.21.11 Maintenance Facilities and Work Area: D-BE shall maintain its equipment in an area designated by County for such purposes, as applicable. Certain maintenance areas have been designated at the County facility for the purpose of maintaining County equipment. D-BE may utilize a County maintenance area only with the express permission of the County. County may designate a different maintenance area for D-BE's use at any time, and D-BE will not be entitled to a Change Order as the result of such relocation.

14.21.12 D-BE's maintenance activities shall conform to the provisions of the "Regulatory Compliance Requirements" Section of the General Conditions. D-BE shall keep the facility clean, maintain clean equipment, and dispose of any contaminated materials in accordance with the "Hazardous or Contaminated Materials" Section, above. D-BE shall store all maintenance materials in accordance with the "D-BE'S Storage and Protection of Products" Section.

14.21.13 D-BE shall be responsible for any damage it causes to the designated area and for restoring the area to its original condition when D-BE ceases using the area. D-BE shall repair any damage and perform such restoration. If D-BE fails to perform such repair or restoration in a timely manner, County may perform that work and D-BE shall reimburse County for repair or restoration costs plus a 5% administrative fee.

## 14.22 FUGITIVE DUST EMISSION CONTROL

D-BE shall comply with SCAQMD Rule 403 including, if applicable to prepare and submit to County and for acceptance by SCAQMD a Fugitive Dust Emission Control Plan, as required for Project work. D-BE shall also notify County of any condition that could lead to noncompliance with the Rule 403 requirements. If a Fugitive Dust Emissions Control Plan is required pursuant to Rule 403, Contractor may not conduct any activities governed by SCAQMD Rule 403 until County has accepted Contractor's Plan and the Plan is accepted by SCAQMD. If D-BE fails or refuses to immediately correct any noncompliance with the provisions of this Section, County may terminate D-BE's right to proceed with the work and County may exercise its rights under the "Termination for Cause" Section of these General Conditions.

Whether or not D-BE's right to proceed with the work is terminated, D-BE and the D-BE's sureties shall be liable for any damage to the County resulting from D-BE's refusal or failure to complete the work within the specified time.

D-BE shall not be entitled to any time extensions or compensation for any cost due to any such action as a result of D-BE's failure to comply with the provisions of the accepted Fugitive Dust Emission Control Plan. D-BE shall be responsible for ensuring that all Subcontractor(s) comply with the provisions of this Section. D-BE shall be liable for any action or fine imposed by the SCAQMD on those incidents of noncompliance that are within the D-BE's area of responsibility.

## 14.23 WASTE MANAGEMENT

14.23.1 Construction Waste Management

a) D-BE shall submit a Waste Management Plan which details how the amount of project generated waste that is sent to a landfill will be minimized through reuse, recycling, and material estimating practices. In alignment with the

California Green Building Code and County of Orange, JWA has established a minimum requirement of 65% diversion of waste for all projects (e.g., recycling, reuse, repurpose, composting, or anaerobic digestion/food to energy), unless otherwise approved by the Airport Director.

b) D-BE shall comply with the County's Construction and Demolition (C&D) program requirements or, if none specified, JWA's Construction and Demolition (C&D) program requirements, as found in Attachment D – JWA CD Diversion Program. Note that Option 2 is considered to be equivalent to meeting the 65% diversion requirement. The C&D Program provides a C&D diversion compliance workplan template, final compliance report template, and instructions. Other resources include the California Green Building Standards Code – Part 11, Title 24, California Code of Regulations and CalRecycle.

c) The C&D compliance workplan shall address general waste as well as "clean" soil, construction and demolition waste including all concrete, steel, asphalt, carpeting, soil, packaging, etc., resulting from project execution. Contractor shall submit the C&D compliance workplan and annual and final compliance reports to the County Project Manager for JWA Environmental. The annual and final reports shall include a summary of waste generation and diversion showing types and quantity (in tons) of waste, dates, and final dispositions. D-BE shall additionally submit associated documentation including all waste receipts, tickets, and/or manifests showing quantities, dates, and final disposition and disposal or recycling location of waste.

Required documents include but are not limited to:

i. C&D Debris Diversion Program Waste Management Plan form – Prior to beginning of construction.
ii. C&D Debris Diversion Program Annual/Final Compliance Report form – Annually by January 30 for data from the preceding year and 30 days after construction completion but before final payment.
iii. Waste receipts, tickets, and/or manifests – Provided with annual and final reports.

14.23.2 Hazardous Waste

a) Construction activities may encounter hazardous materials including buried asbestos pipe, subsurface hydrocarbon contamination, or other unknowns. Should unexpected conditions be encountered, Contractor shall implement the Emergency/Contingency Plan as required by the "Hazardous or Contaminated Materials" section of the Contract, which addresses encountering or managing hazardous materials including spills of liquids or nuisance materials while working on County's behalf. Contaminated soils shall be handled in accordance with the "Soil Management" section.

b) Hazardous Waste Disposal materials shall be characterized, handled, and documented in accordance with applicable Environmental Protection Agency (EPA) and State of California hazardous waste and hazardous materials regulations.

c) D-BE shall transport contaminated materials under an appropriate manifest. D-BE shall provide a certification report in the form of completed waste manifests, documenting the volume of all disposed materials. D-BE shall submit this documentation to the County Project Manager for JWA Environmental. For

disposal to regulated facilities (landfills, recyclers, etc.), a manifest (hazardous, non-hazardous, Bill of Lading, etc.) must be used.

d) If the waste is from JWA property, the manifest must contain JWA's EPA identification number, contact name, and address as the generator. JWA Environmental staff or designee must sign the waste manifest.

e) In the event the hazardous waste is from a spill and/or cleanup of a hazardous substance that is the responsibility of the D-BE. D-BE shall be solely responsible for providing the EPA identification number, proper manifesting, and disposal of the waste.

f) D-BE shall provide the County Project Manager for JWA Environmental, proof of proper disposal of contaminated material. D-BE shall provide a copy of all completed and signed manifests to the County Project Manager for JWA Environmental upon shipment of the material off site. A copy of all executed manifest records, signed by the receiving site, must also be provided to the JWA Environmental staff or designee. The receiving facility will send the waste manifest copy, signed by the receiving facility and based on JWA's address, directly to JWA Environmental. Required documents include but are not limited to:

i. Material testing reports
ii. Waste profiles
iii. Waste manifests and/or bills of lading

14.23.3 Soil Management

a) Soil Management Plan - Should construction activities require disturbance of soil, at the Airport's discretion a Soil Management Plan may be required, and if so, the County Project Manager will direct Contractor to prepare a soil management plan. The plan shall be provided to County Project Manager for JWA Environmental review and acceptance. The plan shall address at a minimum:

iv. Summary of soil disturbance work
v. Organization responsibilities
vi. Health and safety provisions
vii. Excavation plan
viii. Soil screening procedures for volatile organic compounds, if required
ix. Plan for unexpected conditions such as shallow groundwater, contaminated soil1, or asbestos pipe
x. Soil and stockpile plan, including but not limited to: location, dust control, odor control, if necessary, stormwater pollution prevention, Soil testing and characterization for reuse, export, landfill, disposal; Reuse, diversion and/or disposal plans; Transportation protocol.

b) For the purpose of these requirements, "contaminated" shall mean any soil, debris, or geotechnical material with constituent concentrations that would require disposal at a regulated facility (i.e., California hazardous waste or Resource Conservation and Recovery Act [RCRA] hazardous waste).

c) Soil Testing – To be performed as required by receiving landfill. If none required, JWA may require soil to be tested as described below under Soil Removal.

d) Soil Removal - Should construction activities require removal of excess soil, approval shall be obtained from JWA Environmental staff or designee prior to

removal from JWA property. If soil is taken to an approved Orange County landfill, D-BE will meet address landfill required testing and acceptance criteria. If soil is taken elsewhere, the D-BE must provide JWA Environmental staff or designee soil testing information and planned soil disposition at least 72 hours prior to the removal of soil. At the Airport's discretion, soil testing shall include California certified testing laboratory analysis of the planned export soil for volatile organic compounds, total petroleum hydrocarbons, and Title 22 Metals. Additional analyses may be required based on the disposal source area. The number of soil samples to be collected and analyzed will be based on the volume of the soil to be removed and shall follow Department of Toxic Substances Control, Information Advisory for Clean Import Fill or as required by the receiving facility. No material disposal or reuse can take place without prior authorization of the County Project Manager as approved by JWA Environmental.

e) If contaminated soils will be disposed at a landfill or treatment facility, prior to removal, D-BE shall provide to the County Project Manager for JWA Environmental review documentation showing that the soils removed are properly profiled for disposal/treatment.

f) Contaminated and hazardous materials shall be managed in accordance with the Hazardous Waste section.

g) For soil that is classified as clean, based on testing, D-BE shall provide proof of proper reuse or disposal, with reuse being preferred. Required documents include but are not limited to:

xi. Soil management plan (if required)
xii. Disposal soil testing reports
xiii. Waste soil profiles
xiv. Waste soil manifests and/or bills of lading

h) Soil Import or Reuse - Should project activities require reuse or import of soil, Contractor shall provide documentation that the soil is free of contamination prior to reuse or import to County Project Manager for JWA Environmental. At a minimum, such documentation shall include California certified laboratory analysis of this soil for volatile organic compounds, total petroleum hydrocarbons, and Title 22 Metals. Analysis for additional constituents may be required based on the import soil source area. The number of soil samples to be collected and analyzed will be based on the reuse or import soil volume and shall follow Department of Toxic Substances Control, Information Advisory for Clean Import Fill. D-BE shall provide County Project Manager for JWA Environmental background information for the soil along with the laboratory analytical results at least 72 hours prior to reuse or import of soil. No soil reuse or import shall take place without prior written approval of the County Project Manager.

i) D-BE shall provide a certification report, in the form of haul tickets or completed bills of lading documenting the volume of all reuse or import materials and activities. This documentation shall be submitted to the County Project Manager for JWA Environmental.

j) For approved reuse or import soil, haul tickets may be used but shall contain the following minimum information:

i. Date(s) of haul activity
ii. Address of source site
iii. Load volume

iv. Time of departure from source
v. Time of arrival at JWA
vi. Reference to associated laboratory analytical test results/reports (i.e., test report laboratory name, report date, and report reference or ID number)
vii. Signature of D-BE or designated agent
viii. It is D-BE's responsibility to confirm that no other trips or short-load augmentation occurred and to submit documentation to the County Project Manager for JWA Environmental.
ix. Required documents include but are not limited to:
x. Import soil testing reports
xi. Soil management certification reports

## 14.24 BIOLOGICAL AND HABITAT PROTECTION

County will inform D-BE of any biological resources that would or could be impacted by the Project and specify any required mitigation measures or procedures to protect those resources during construction. D-BE shall be responsible for complying with these protection measures, and for ensuring that all Subcontractors also comply. County has the authority to perform inspections of D-BE's work area at any time to ensure that these measures or procedures are being followed.

## 14.25 RED IMPORTED FIRE ANT INTERIOR QUARANTINE OF ORANGE COUNTY

D-BE shall be responsible for strict compliance with the quarantine of the County of Orange for the red imported fire ant ("RIFA") as defined in California Code of Regulations, Title 3, Section 3432 and incorporated herein by reference. D-BE shall arrange for any California Department of Food and Agriculture inspections, certifications, or approvals necessary to perform any portion of the Project. A copy of the form used to request such inspections is available from OC Planning. D-BE shall bear the full financial responsibility of any assessed fine or penalty resulting from D-BE's violation of any law, regulation, or permit related to RIFA control. D-BE shall submit to County for County's approval an acceptable detailed incident report within 5 working days of the date of any violation or not later than 5 working days from the date of the notification of the violation, whichever is later.

## 14.26 COMPLIANCE WITH "PERFORMANCE" SECTION

D-BE shall not be entitled to any time extensions or compensation for any cost due to any action required as a result of the D-BE's failure to comply with the requirements of this "Performance" Section. D-BE shall be responsible for ensuring that the D-BE's Subcontractor(s) comply with the provisions of this Section. D-BE shall be liable for any fine or penalty imposed by any regulatory agency or for any other cost incurred by County as a result of regulatory noncompliance arising from any action or inaction of D-BE or its Subcontractor(s).

# 15 CHANGE ORDERS

## 15.1 CHANGE ORDERS

County may, at any time, by written order, and without notice to the sureties, make changes to the Contract Documents if within the general scope of the Project. Changes made pursuant to this section are only too utilized if the appropriate Contingency fund has been exhausted. If such changes cause an increase or decrease in the D-BE's cost, or the time required for performance of the Contract, an equitable adjustment shall be made and the Contract modified in writing accordingly by County and D-BE.

15.1.1 County's Change Order Requests: County shall issue a written request ("Change Order Request") which shall set forth in reasonable detail the nature of the change and the type of quote requested (lump sum or time-and-materials with a not-to-exceed amount) and whether such change involves additions, deletions, or other revisions to the Contract Documents. Within 7 days of receiving County's Change Order Request, D-BE shall present to County a detailed proposal for change in Contract Price and/or a change in the Contract Time from that set forth in the Agreement. If such change causes an increase or decrease in D-BE's cost or the time required for performance of the work, an equitable adjustment shall be made and the Contract Price and/or Contract Time modified in writing accordingly by a Change Order.

15.1.2 D-BE's Request for Change: If D-BE believes that a change in the Contract Documents, including any change in Contract Price or Contract Time, is appropriate, it shall submit, within 7 days of the event giving rise to the proposed change, a written request ("Request for Change") to County to issue a Change Order. Timely notice to County is essential to County's identification, prioritization, and response to claimed changes, including any claimed delays, and D-BE's failure to give County timely notice of such claims shall be presumed to be prejudicial to County. D-BE's failure to submit a notice to County within 7 days after the date D-BE first recognized, or should have recognized in the exercise of ordinary care, any event giving rise to any proposed change shall constitute a waiver by D-BE of any request for or entitlement to an increase in the Contract Price or Contract Time.

D-BE's Request for Change shall include a description of the proposed change in the Contract Documents, the event or circumstance giving rise to the need for the change, and any proposed change in the Contract Price and/or Contract Time associated with the Request for Change. If the Request for Change includes a proposal to increase the Contract Time, D-BE shall include a description of: (1) the cause(s) for the proposed extension of time, including but not limited to causal events and responsible persons and organizations; (2) the dates (or anticipated dates) of performance of the changed work; (3) activities on the Accepted Construction Schedule affected by the change, any new activities created by the change, and their relationship with existing activities; (4) the anticipated extent of any claimed increase to the Contract Time; and (5) recommended action to avoid or minimize the increase. If County agrees that a change in the Contract Documents is appropriate, County may use the same options described in the "Lump Sum Change Orders" and "Time-and-Materials Change Orders" Sections below in response to D-BE's Request for Change. D-BE waives all claims as to which it has not provided County with notice through a Request for Change in accordance with this Section. In the event of a claim or litigation arising from any disagreement involving D-BE's Request for Change, D-BE's compensation (if any) shall be limited to an amount calculated in accordance with the "Time-and-Materials Change Orders" Section below.

15.1.3 Lump Sum Change Orders: For a lump sum change, D-BE's quote shall be itemized and supported with sufficient substantiating data (including but not limited to detailed subcontractor estimates, supplier quote sheets, prices, invoices, and rate sheets) to permit evaluation with respect to the following costs:

a) Labor (show hourly rate multiplied by estimated hours);

b) Payroll taxes on labor;

c) Materials, supplies, and equipment (include unit costs and estimated quantities);

d) Machinery and equipment rental (include rental rates and estimated durations);

e) Sales, use, or similar taxes related to the work;

f) Other Items: County may authorize other items that may be required for the changed work. Such items include labor, services, material, and equipment that are different in their nature from those required for the work and that are of a type not ordinarily available from D-BE or any of its subcontractors;

g) Reasonable overhead and profit associated with the change, not to exceed 15% on above items if D-BE uses its own forces to perform changed work. If D-BE's subcontractor's forces perform changed work, then the subcontractor shall be entitled to a maximum of 15% on above items and D-BE shall be entitled to a maximum of 6% on above items for its overhead and profit on the changed work. County will pay only one overhead and profit markup of 6% for D-BE and one markup of 15% for the subcontractor in connection with changed work, regardless of the actual number of intervening subcontractors involved in the changed work; and

h) Premiums for all bonds and insurance (the maximum amount for this shall be 2% of above items and D-BE shall provide documentation demonstrating it will actually incur an increase in insurance costs directly attributable to the change).

County may reject D-BE's lump sum proposal, may negotiate with D-BE a revision of the requested change and associated lump sum proposal, or may approve the D-BE's lump sum proposal and incorporate it into a Change Order.

15.1.4 Time-and-Materials Change Orders: For a time-and-materials change, County shall determine the adjustment to the Contract Price on the basis of actual costs as follows:

a) Cost of materials and supplies (show actual unit cost multiplied by actual quantity). The cost of materials shall be at invoice price or the lowest current price at which such materials are locally available and delivered to the job site in the quantities involved, plus freight and delivery. County reserves the right to approve materials and sources of supply or to supply materials to D-BE if necessary for the progress of the work. No markup for overhead and profit shall be applied to any material provided by County.

b) Tool and equipment rental. County will not pay for the use of tools that individually have a replacement value of $200 or less. Regardless of ownership, the equipment rental rates shall be based upon the edition of equipment rental rates published by the Caltrans Division of Construction, or locally available rate or other reference acceptable to County current as of the date the changed work is performed. The rental rates paid shall include the cost of fuel, oil lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidents. Necessary loading and transportation costs for equipment used on the changed work shall be included. If equipment is used intermittently and, when not in use, could be returned to its rental source at less expense to County than holding it at the work site, it shall be returned, unless D-BE elects to keep it at the work site at no expense to County. All equipment shall be acceptable to County, in good working condition, and suitable for the purpose for which it is to be used. Manufacturers' ratings and approved modifications shall be used to classify equipment and it shall be powered by a unit of at least the minimum rating recommended by the manufacturer. The reported rental time for equipment already at the work site shall be the duration of its use on the changed work, commencing at the time it is first put into actual operation on the changed work, plus the time required to move it from its previous site and back or to a closer site. D-BE shall submit invoices for tool and equipment rental costs. If D-BE does not submit invoices, County may establish the rental costs at the lowest price which was current at the time the changed work was performed.

c) Cost of labor (show actual total hourly rate multiplied by actual hours spent on changed work). The costs of labor shall not exceed the wages prevailing for each craft or type of workers performing the changed work at the time the changed work is done. The costs of labor shall include the actual basic hourly rate, plus employer's actual regular payments for health and welfare, pension, vacation or holiday, training, and other direct costs resulting from federal, State or local laws, as well as assessments or benefits

required by lawful collective bargaining agreements and shall be supported by payroll records. The costs of labor shall not include any amount for bonuses or extraordinary vacation or holidays. The use of a labor classification that would increase the changed work cost will not be permitted unless D-BE establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental. The labor cost for foremen shall be proportional to all of their assigned work and only that applicable to changed work shall be paid. Non-direct labor costs including superintendence shall be considered part of the markup for overhead and profit below.

d) Sales taxes on materials (percentage of item a), above).

e) Payroll tax on labor (percentage of item c), above).

f) Insurance (workers' compensation and liability insurance).

g) Other Items. County may authorize other items that may be required for the changed work. Such items include labor, services, material, and equipment that are different in their nature from those required for the work and that are of a type not ordinarily available from D-BE or any of its subcontractors. D-BE shall submit invoices covering all such items in detail.

h) Overhead and profit. D-BE shall receive a maximum 15% for overhead and profit on above items if D-BE uses its own forces to perform changed work. If D-BE's subcontractor's forces perform changed work, then the subcontractor shall be entitled to a maximum of 15% on above items for its overhead and profit and D-BE shall be entitled to a maximum of 6% on above items for its overhead and profit on the changed work. County will pay only one overhead and profit markup of 6% for D-BE and one markup of 15% for the subcontractor in connection with changed work, regardless of the actual number of intervening subcontractors involved in the changed work. County will not pay any overhead or profit for omitted work.

i) Bond and insurance (2% of above items).

D-BE shall keep and present, in such form as County may prescribe, an itemized accounting of the costs or savings attributable to the changed work, together with appropriate supporting data. The accounting shall include a daily job record in quadruplicate containing a detailed description of: the labor (workers, classifications, and hours worked); quantities of materials used; equipment used (identifying the equipment and the hours of use); and any other services and expenditures in such detail as County may require. Upon being signed and agreed to by County and D-BE at the end of each day's performance, the daily job record will become the basis for payment for the changed work. But such agreement shall not preclude the County from thereafter conducting an audit and adjusting the basis for payment. Failure by D-BE to submit the daily report by the close of the next working day may constitute a waiver of any rights for that day. Upon request by County, D-BE shall permit County to inspect D-BE's original estimate for the Project, subcontract agreements, or purchase orders relating to the change. Upon completion of the changed work ordered to be performed on a time and materials basis, County will then issue a unilateral Change Order adjusting the Contract Price according to the actual costs incurred and, if appropriate, adjusting the Contract Time.

15.1.5 Unilateral Change Orders: If County and D-BE cannot reach an agreement on a proposed change, County may issue a Unilateral Change Order directing work on a time-and-materials basis as set forth above.

15.1.6 No Extension of Contract Time without Critical Path Delay: D-BE shall not be entitled to an extension of the Contract Time unless D-BE demonstrates a delay to the critical path shown on the most recent Accepted Construction Schedule.

15.1.7 No Additional Compensation for Early Completion: Nothing contained in the Contract Documents creates any contractual right, express or implied, on the part of D-BE to early completion of the Project. Under no circumstances shall County owe additional compensation to D-BE for D-BE's inability to achieve completion of the Project before the expiration of the Contract Time, whether or not such inability is caused by the acts or omissions of County or any other party for which County is responsible, regardless of any approval by County of the accepted Construction Schedule.

15.1.8 Credits: Regardless of whether the equitable adjustment associated with changed work is recorded through a lump sum or time-and-materials Change Order: (1) if the net value of a change to the work results in a credit from D-BE, then the credit given shall include costs as well as overhead and profit; or (2) if the net value of a change to the work results in additional costs, then overhead and profit will only be applied to the amount by which the added costs of the change exceed the credited amount. When a change proposed by County results in the deletion of work and the County and D-BE are unable to agree upon the cost, overhead, and profit thereof, the County's estimate of the cost, overhead, and profit shall be deducted from the Contract Price by a Change Order unless within 15 days of receiving the County's estimate D-BE presents proof that the County's estimate is in error.

15.1.9 Overhead and Profit: D-BE shall receive a maximum 15% for overhead and profit on above items if D-BE uses its own forces to perform changed work. If D-BE's subcontractor's forces perform changed work, then the subcontractor shall be entitled to a maximum of 15% on above items for its overhead and profit and D-BE shall be entitled to a maximum of 6% on above items for its overhead and profit on the changed work. County will pay only one overhead and profit markup of 6% for D-BE and one markup of 15% for the subcontractor in connection with changed work, regardless of the actual number of intervening subcontractors involved in the changed work. County will not pay any overhead or profit for omitted work.

Regardless of whether the equitable adjustment associated with changed work is recorded through a lump sum or time-and-materials Change Order, the amount County pays for overhead and profit shall be D-BE's only compensation for: all costs of supervision, superintendence, and scheduling; wages of timekeepers, watchmen, and clerks; tools individually valued at $200 or less; incidentals; any and all field and home office expenses; costs of estimating and preparing change orders; all impact costs including but not limited to lost productivity associated with "learning curves," "productivity factors," and "ripple effects"; and all other expenses not included in itemized costs.

15.1.10 Compensation for Delay: D-BE shall be compensated for its substantiated actual, direct expenses, together with the markup for overhead and profit described in "Overhead and Profit" above, resulting from delay for which County is responsible. Under no circumstances shall County compensate D-BE for extended home office overhead or profit based on an "*Eichleay* formula" or any other proportionate allocation of D-BE's overhead expenses or profit, all of which shall be deemed to have already been included in the above-described markup.

15.1.11 Unit Price Changes: If a change is ordered in an item of work covered by a Contract Unit Price, and such change does not involve substantial change in character of the work from that shown on the Plans or Special Provisions, then an adjustment in payment will be made. This adjustment will be based upon the increase or decrease in quantity and the Contract Unit Price. If the actual quantity of an item of work covered by a Contract Unit Price and constructed in conformance with the Plans and Special Provisions varies from the Bid quantity by 25% or less, payment will be made at the Contract Unit Price. If the actual quantity of the item of work varies from the Bid quantity by more than 25%, then payment will be made as described in Subsection (a) "Increases of More than 25%," or Subsection (b) "Decreases of More than 25%," below, as appropriate. If a change is ordered in an item of work covered by a Contract Unit Price, and such change involves a substantial change in the character of the work from that shown on the Plans or Special Provisions, an adjustment in payment will be made as described in Subsection (c) "Substantial Change in Character of the Work," below.

a) Increases of More than 25%: Should the actual quantity of an item of work covered by a Contract Unit Price and constructed in conformance with the Plans and Special Provisions exceed the Bid quantity by more than 25%, then payment for the quantity in excess of 125% of the Bid quantity will be made on the basis of an adjustment in the Contract Unit Price mutually agreed to by the D-BE and County or, at the option of County, on the basis of Time and Materials Change Orders, described above. However, in no event will payment be more than would be paid for the actual quantity at the Contract Unit Price.

b) Decreases of More than 25%: Should the actual quantity of an item of work covered by a Contract Unit Price, and constructed in conformance with the Plans and Special Provisions, be less than 75% of the Bid quantity, then an adjustment in payment will not be made unless D-BE requests an adjustment in writing and adequately demonstrates that the reduction in quantity has increased D-BE's per-unit cost of performing the work item. If D-BE so requests, payment will be made on the basis of an adjustment in the Contract Unit Price mutually agreed to by D-BE and County, or at the option of County, on the basis of Time and Materials Change Orders, described above. However, in no case will payment be less than would be made for the actual quantity at the Contract Unit Price nor more than would be paid for 75% of the Bid quantity at the Contract Unit Price.

c) Substantial Change in Character of Work: If a change in an item of work covered by a Contract Unit Price involves a substantial change in the character of work from that shown on the Plans or Special Provisions, then an adjustment to the payment for the Work may be made by mutual agreement of D-BE and County as an adjustment to the Contract Unit Price, as a Lump Sum Change Order, or at County's option as a Time and Materials Change Order, as described above.

## 15.2 DELAYS DUE TO WEATHER AND FORCE MAJEURE

15.2.1 Subject to the other provisions of these Contract Documents, D-BE may be entitled to an extension of the Contract Time, but no damages or increase in the Contract Price, for delays arising from the following causes when they occur beyond D-BE's or its Subcontractors' control, fault, or negligence:

a) Acts of God (tornadoes, fires, hurricanes, blizzards, earthquakes, typhoons, or floods), war, civil unrest, trade embargoes, labor disputes, or strikes necessitating stoppage of work; or

b) Weather days necessitating stoppage of work in excess of the number of anticipated weather days specified in the "Contract Time" Section of the Agreement. The Contract Time shall be deemed to take into account the number of working days specified in the Agreement ("anticipated weather days") that stoppage of work can reasonably be expected at the Project site due to rain or other adverse weather conditions, and D-BE agrees that the number of weather days indicated in the Agreement is a reasonable approximation of the number of weather days that may impact the work. D-BE's construction schedule shall include this number of anticipated weather days. Time extensions for weather days will only be considered when the number of days in question exceeds the number of days specified in the Agreement, those days impact a critical path element of the Project, and D-BE cannot redirect work efforts to unaffected portions of the Project. If D-BE believes that the progress of the work has been adversely affected by weather, D-BE shall submit a written request for extension of time to County.

15.2.2 A written request for any extension of the Contract Time shall be delivered to County within 7 days of the first date of commencement of each delay. D-BE's failure to submit such request within the time specified will be considered grounds for refusal by County to consider such request.

15.2.3 If the Project involves the construction of a permanent structure, no extensions of time will be made for weather after the principal portions of the work are enclosed. County shall determine when the structure is "enclosed" for purposes of this provision.

15.2.4 Extensions of time due to weather or force majeure, when granted, will be on the basis of 1.4 calendar days credit for every working day lost, with the credit for each separate extension rounded off to the nearest whole calendar day. A "working day lost" will not include any day during which at least 60% of the normally scheduled workforce is able to work for at least five hours of the day.

15.2.5 D-BE shall not be entitled to any extension under this Section if the unforeseen circumstances occur beyond the Contract Time.

## 15.3 PROSECUTION OF CHANGED WORK

D-BE shall promptly proceed with the work described in a Change Order. Nothing provided in this "Changes" Section shall excuse the D-BE from proceeding with the prosecution of the work as changed.

## 15.4 COUNTY'S DIRECTOR

The Director is authorized by County's Board of Supervisors to order changes or additions in the work where the cost of such change does not exceed the limits specified in Public Contract Code Section 20142. Only the Board of Supervisors may approve changes greater than those limits.

## 15.5 MINOR CHANGES IN THE WORK

County shall have the authority to order minor changes in the work not involving an adjustment in the Contract Price or an extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on D-BE. D-BE shall carry out such written orders promptly.

# 16 TERMINATION

## 16.1 TERMINATION FOR CONVENIENCE OF COUNTY

Notwithstanding any other provision of the Contract, County may at any time and without cause terminate the Contract, in whole or in part, upon not less than 30 days written notice to the D-BE. Such termination shall be affected by delivery of a Notice of Termination to D-BE specifying the effective date of the termination, whether the Contract shall be terminated in whole or in part, and, if applicable, the portion of work to be terminated. D-BE shall immediately stop work in accordance with the Notice of Termination and comply with any other direction as may be specified in the Notice of Termination or as provided subsequently by County. County shall pay D-BE for the work completed and accepted by County prior to the effective date of the termination, and such payment shall be D-BE's sole remedy. Under no circumstances will D-BE be entitled to anticipatory or unearned profits, consequential damages, or other damages of any sort as a result of a termination in whole or in part under this provision. D-BE shall insert in all subcontracts that the Subcontractors shall stop work on the date of and, if applicable, the portion of work to be terminated in a Notice of Termination and shall require Subcontractors to insert the same condition in any lower tier subcontracts.

## 16.2 TERMINATION FOR CAUSE

16.2.1 If D-BE fails to carry out the requirements of the Contract, including but not limited to by: failing to commence the work within the time specified; failing to prosecute the work with such diligence as will ensure its completion within the Contract Time; failing to complete the work within the Contract Time; failing to execute the work in the manner specified in the Contract Documents;

persistently, willfully, or knowingly failing to comply with applicable laws and regulations; becoming insolvent; assigning or subcontracting any part of the work without County's consent; or if in the opinion of the Board of Supervisors D-BE is not complying in good faith with the Contract; then County may, by written notice to D-BE, terminate for cause D-BE's right to proceed with the work or such part of the work as to which there has been delay, breach, or other default.

16.2.2 Upon receipt of written notice from County of a termination for cause, D-BE shall cease operations as directed by County in the notice and take all actions necessary, or as County directs, for the protection and preservation of the work.

16.2.3 After issuing a notice of termination for cause, County may take over the work and prosecute the same to completion by whatever means County deems reasonable, by contract or otherwise, and may take possession of and utilize in completing the work such materials, equipment, supplies, Contract Documents, and other information in whatever form as may be on the site for the work and necessary therefor.

16.2.4 If County terminates for cause D-BE's right to proceed with the work, or D-BE otherwise fails to prosecute the work to completion, then the resulting damage will include but not be limited to Liquidated Damages for such reasonable period of time as may be required for completion of the work together with any costs incurred by County to complete the work in excess of the unpaid Contract Price. D-BE shall not be entitled to receive any further payment under the Contract until the work is complete. If County's cost of completing the work, Liquidated Damages, and other damages exceed the unpaid balance of the Contract Price, then D-BE and D-BE's sureties shall pay the difference to County within thirty days of County's demand therefor.

16.2.5 Whether or not County issues a written notice of termination for cause, D-BE and D-BE's sureties shall be liable for any damage to County resulting from D-BE's refusal or failure to complete the work within the specified time or from D-BE's other breach or default with respect to the performance of the work.

16.2.6 D-BE's right to proceed shall not be terminated for cause nor will D-BE be charged with resulting damage if the delay in the completion of the work arises from causes beyond the control and without the fault or negligence of D-BE, including but not limited to those circumstances described in the "Weather Days And Force Majeure" Section of the General Conditions, acts of County, or acts of another D-BE in the performance of a contract with County.

16.2.7 The rights and remedies of County provided in this Section are in addition to any other rights and remedies provided by law or under this Contract.

## 17 DISPUTES AND CLAIMS

## 17.1 DISPUTES AND CLAIMS

17.1.1 Continuing Performance during Dispute Resolution: In the event of a claim or dispute between D-BE and County as to performance of the work, a demand for an extension of time, the interpretation of the Contract Documents, or payment or nonpayment for work performed, D-BE and County shall attempt to resolve the claim or dispute. Pending resolution of the claim or dispute, D-BE shall continue the work diligently to completion as directed by County. If the claim or dispute is not resolved, D-BE agrees that it will neither rescind this Contract nor stop the progress of the work.

17.1.2 Claims for $375,000 or Less: In the event of a claim of $375,000 or less, the Parties shall resolve the claim pursuant to Public Contract Code Section 20104, et seq., summarized herein. A claim is defined as D-BE's demand for: (i) a time extension; (ii) payment of money or damages arising from work done by, or on behalf of, D-BE pursuant to the Contract and payment of which is not otherwise

expressly provided for or the claimant is not otherwise entitled to; or (iii) an amount the payment of which is disputed by County.

a) Pursuant to Public Contract Code Section 20104.2, all claims must be in writing, must be accompanied by documents necessary to substantiate the claims, and must be filed on or before the date of final payment. The County's time to respond in writing and/or request additional documentation shall be as set forth in Public Contract Code Section 20104.2.

b) If D-BE disputes County's written response or County fails to respond, D-BE may demand an informal conference. If the claim remains in dispute following the conference, D-BE may file a claim under Government Code Sections 900, et seq. The time limit for filing such claim may be tolled as provided in Public Contract Code Section 20104.2(e).

c) The foregoing provisions do not apply to tort claims and do not affect the time periods for filing tort claims.

d) In the event a civil action is filed stemming from a claim subject to Public Contract Code Sections 20104, et seq., the Court shall submit the matter to nonbinding mediation unless waived by mutual stipulation. If after mediation the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Code of Civil Procedure Section 1141.11, and the arbitration shall proceed pursuant to the terms set forth in Public Contract Code Section 20104.4(b).

17.1.3 Attorney's fees arising from a trial de novo shall be awarded as provided by Public Contract Code Section 20104.4(b) (3). Claims in Excess of $375,000: The dispute resolution procedure set forth in Public Contract Code Sections 20104, et seq., shall not apply to resolution of claims in excess of $375,000, which claims shall be resolved by a court of competent jurisdiction in Orange County, California, after the Project has been completed and not before.

17.1.4 Time for Submitting Claims in Excess of $375,000 and Waiver of Untimely Claims: D-BE shall submit any claim for additional compensation in excess of $375,000 to County in writing, with documents necessary to substantiate the claim, stating the alleged facts giving rise to and the alleged basis for the claim, and when the facts giving rise to the claim became known to D-BE. Any such claim that D-BE fails to submit to County within 30 days after D-BE discovers the facts giving rise to the claim shall be deemed waived. In no event shall a claim for additional compensation in excess of $375,000 be asserted after D-BE submits an application for final payment or after there has been a cessation of the work.

## 18 OCCUPANCY

## 18.1 PARTIAL OCCUPANCY

18.1.1 County reserves the right to enter and install equipment within each portion of the Project as it is ready to receive same, upon the condition that D-BE shall not be responsible for equipment so placed other than loss or damage caused by the acts or omissions of D-BE or those in D-BE's employ. Such partial occupancy by County shall not constitute acceptance of the Project or of work not completed in accordance with the Contract Documents, nor shall it in any way relieve D-BE from correcting defective workmanship or materials in the area where County has installed equipment.

18.1.2 County reserves the right to take possession of or use all or part of any work prior to completion and final acceptance of all the work. If County exercises this right, D-BE shall be relieved of liability for loss or damage to completed portions of the work other than loss or damage caused by the acts, omissions, or breaches of warranty by D-BE. Such taking of possession by County shall not relieve D-BE from any other provisions of the Contract Documents, shall not constitute a final acceptance of any such work or of work not completed in accordance with the Contract Documents, and shall not relieve D-BE from responsibility for correcting defective workmanship or materials in the area so occupied.

18.1.3 County may at any time during the performance of the work enter the work area for the purpose of performing any necessary work by County labor or other D-BEs, and for any other purpose in connection with the installation of facilities. In doing so, County shall endeavor not to interfere with D-BE, and D-BE shall not interfere with other work being done by or on behalf of County.

## 19 ACCEPTANCE

Unless otherwise provided in the Contract Documents, County's acceptance of D-BE's work shall be accomplished by County recording a Notice of Completion as promptly as practicable after completion, inspection, and testing of all work required by the Contract Documents. County's acceptance of the work shall be the start date of D-BE's obligations under the "One-Year Correction Period" Section of the General Conditions, and of the manufacturers' and installers' warranties required by the Contract Documents. County's acceptance of the work shall not be construed to limit County's rights under the Contract Documents or release D-BE from any responsibility for latent defects, for correcting Defective Work, or for honoring any warranty obligations of the Contract Documents.

## 20 MISCELLANEOUS PROVISIONS

### 20.1 ASSIGNMENT

Neither the Contract nor any portion thereof may be assigned by D-BE unless approved in writing by County. If D-BE is not a corporation with publicly traded stock, then the transfer of more than 10% of the stock held by shareholders of the corporation or a change in the composition of the board of directors of the corporation shall be deemed an assignment for purposes of this clause. Any attempted assignment contrary to the provisions of this Section shall be void.

Notwithstanding the foregoing, claims for monies due or to become due to D-BE from County under the Contract may be assigned with the written consent of the Director to a surety, bank, trust company, or other financial institution and may thereafter be further assigned or reassigned to any such institution. To affect such assignments, D-BE, or D-BE's assignee, shall submit a written request to County enclosing a letter from the proposed assignee indicating that it will accept such assignment.

### 20.2 ORAL MODIFICATION

No oral statement shall in any manner modify the Contract. All changes to the Contract must be in writing.

### 20.3 NO WAIVER BY COUNTY

No failure on the part of County to exercise any right or remedy under the Contract Documents shall operate as a waiver of any other right or remedy that County may have. A waiver by County of any breach or failure to perform under the Contract Documents shall not constitute a waiver of any subsequent breach or failure. The failure of County to enforce a requirement of the Contract Documents in one or more instances shall not preclude County from subsequently enforcing such requirement(s).

### 20.4 RECORDS, AUDITS, AND INSPECTION RIGHTS

D-BE shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Contract. D-BE's accounting and control system shall be in accordance with generally accepted accounting practices of the construction industry. D-BE shall preserve all of its books and records relating to this Contract, including but not limited to its job cost records, payables/receivables records, accounting books, bids, cancelled checks, receipts,

subcontracts, purchase orders, journals, vouchers, payrolls, correspondence, drawings, daily logs, photographs, and memoranda, for a period of 4 years after final payment. Should D-BE cease to exist as a legal entity, D-BE shall forward its records pertaining to this Contract to the surviving entity in a merger or acquisition, or, in the event of liquidation, to County.

County, the California State Auditor, and their contracted representatives, shall have the right to examine and audit D-BE's accounting procedures and internal controls of D-BE's financial systems and to inspect and copy any books and records relating to this Contract. Such an examination, audit, and/or inspection may be requested at any time during the Project. D-BE shall cooperate fully with County and the California State Auditor in the conduct of such examinations, audits, and inspections, shall grant full access at all reasonable times to its offices, the Project site, and its books and records relating to the Contract, and shall allow County to interview D-BE's employees who might reasonably have information related to D-BE's books and records, provided that County has given D-BE at least one working day's advance notice of County's or the California State Auditor's intent to examine, audit, inspect, and interview employees. All examinations, audits, inspections, and interviews shall be conducted during normal business hours. D-BE shall include in all its subcontracts a provision giving County and the California State Auditor the same rights to examine and audit the Subcontractor's accounting procedures and internal controls of its financial systems, inspect the Subcontractor's books and records relating to the Project, and interview Subcontractor's employees as D-BE has given the County and the California State Auditor in this Section.

## 20.5 PUBLIC RECORDS ACT

Pursuant to the California Public Records Act ("CPRA"), Government Code Sections 7920.000 et seq., all records provided by D-BE to County are subject to public disclosure upon request except as otherwise provided by law. Prior to their submission to County, D-BE shall identify any records it believes are exempt from disclosure, and identify the applicable CPRA exemption. If the disclosure of such records is subsequently requested, County will notify D-BE of such request. Unless D-BE obtains a protective order issued by a court restricting disclosure of the requested records, County may disclose the records if County determines that the Public Records Act requires disclosure. D-BE shall indemnify and defend County in any action to compel disclosure of such records.

## 20.6 PATENT INFRINGEMENT

D-BE shall promptly report to County any notice or claim of patent infringement arising from the performance of the Contract. D-BE shall, upon County's request, furnish to County any and all information in D-BE's possession relevant to such notice or claim. D-BE shall indemnify and defend County from any and all claims or lawsuits on account of any alleged patent infringement arising out of the performance of the Contract, and shall pay any judgment rendered against County, its officers, or its employees resulting from such claim or lawsuit.

## 20.7 ASSIGNMENT OF ANTITRUST ACTIONS

Public Contract Code Section 7103.5 provides: "In entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, the D-BE and/or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the D-BE, without further acknowledgment by the parties." D-BE acknowledges and agrees to the foregoing provision and shall cause it to be

included in full in its Subcontractor agreement(s) to effectuate this assignment and the requirements of Section 7103.5.

## 20.8 COUNTY'S PROPERTY ON SITE

All of County's property removed or displaced pursuant to this Contract shall remain the property of County unless expressly stated otherwise in the Contract Documents, and D-BE shall exercise reasonable care to prevent loss or damage to such property and shall promptly deliver it to the place designated by County. In particular, all excavated clean soil is the property of County and shall remain on site unless otherwise provided in the Contract Documents or otherwise directed by County in writing.

## 20.9 WRITTEN NOTICE

Any notice required under the Contract Documents to be given to County by D-BE shall be in writing and delivered to the County via U.S. mail, addressed as follows:

John Wayne Airport Administration
PM Name, Project Manager
3160 Airway Ave.
Costa Mesa, California 92626

Notice via electronic mail is insufficient.

## 21. AIRPORT REQUIREMENTS: AIRPORT SECURITY AND ID BADGE REQUIREMENTS

D-BE, D-BE's employees and D-BE's subcontractors must complete the following in order to obtain an Airport-Issued Security Identification Badge (ID Badge).

**A. Airport-Issued Badge Acquisition, Retention, and Termination:** Prior to issuance of airport security ID Badge(s), designated D-BE personnel who shall be working on-site in JWA restricted areas and engaged in the performance of work under this Contract must pass JWA's security screening requirements, which include fingerprinting to complete an F.B.I. Criminal History Records Check (CHRC) and a Security Threat Assessment (STA). D-BE should anticipate four to six weeks for new employees to receive an airport security ID badge which includes the following general steps:

1. Company designates at least two representatives as Authorized Signatories by submitting a letter on company letterhead using the airport's template.
2. Subcontractors and tenant contractors must also have two Authorized Signatories at a minimum.
3. All company employees requiring unescorted access to restricted airport areas are scheduled for fingerprint appointments.
4. Background check fees are provided at the first appointment
5. Employees must provide two government-issued IDs at the first appointment.
6. STA and/or CHRC results are received.
7. All ID Badge applicants successfully passing the STA and/or CHRC are scheduled for required training.
8. ID Badge related fees are provided, and any additional information requested is provided at the training appointment.

9. Upon successful completion of the required training, employees will receive their ID Badge.
10. Authorized Signatories are required to maintain the ID Badge process for the onboarding of future employees, employee ID Badge renewals, scheduling, and other actions detailed below.
11. D-BE's designated personnel must, at a minimum, complete the following required training based on contractors work to be provided and access areas:
    i. Authorized Signatory Training: All organizations must designate at least two Authorized Signatories by providing a letter on company letterhead using the ID/Access Control Office template. The designated Authorized Signatories will be responsible for the entire ID Badge process for their organization including, but not limited to, the onboarding of new employees, renewing employees, scheduling employees for appointments, payment coordination, ID Badge audits, resolution to safety/security violations caused by the organization's employees, subtenants, or subcontractors. Authorized Signatories must attend this approximate one (1) hour course initially and annually
    ii. Security Identification Display Area (SIDA) Training: All employees with an operational need to have unescorted access to the Airport SIDA must complete this approximate one and one half (1.5) hour course and pass a written test.
    iii. Sterile Area (Elevator) Training: All Non-SIDA employees with an operational need to have unescorted access to the Sterile Area of the terminal must complete an approximate 30-minuite training session and pass a written test.
    iv. Non-Movement Area or Movement Area Driver Training: All employees with an operational need to drive on airfield service roads and/or ramps must attend the approximate one (1) hour Non- Movement Area Driver course and pass a written test. Employees with an operational need to drive on active taxiways and/or active runways must coordinate this training with the Airport Operations Division.
    v. D-BE's designated personnel must successfully complete the badge acquisition within six weeks of Contract execution, unless other arrangements have been coordinated by County Project Manager or designee in writing.
    vi. All personnel assigned to this contract must be in possession of a current, valid Airport-Issued ID Badge prior to fulfilling an independent shift assignment.
    vii. D-BE is responsible for terminating and retrieving Airport-Issued ID Badges as soon as an employee no longer needs unescorted access to airport restricted areas. Terminated ID Badges must be returned to the ID/Access Control office within three business days. Failure to do so will result in a $250.00 fee.
    viii. D-BE shall be responsible for all cost associated with the Airport-Issued ID Badge process. The ID/Access Control Office maintains the current list of fees. Below is a list of estimated costs for new ID Badge applications and ID Badge renewals:
        a. STA Fee: Approximately $11.00
        b. Fingerprint/CHRC Fee: Approximately $31.00
        c. ID Badge Fee: Approximately $10.00
        d. Terminated, Unreturned ID Badge Fee: Approximately $250.00

ix. D-BE shall abide by all the security requirements set forth by the Transportation Security Agency (TSA) and JWA.

**B. Airport Driving Endorsement:** In addition to obtaining a JWA access control badge, D-BE's service staff with an operational need to drive on airport service roads and ramps must also take an Airport provided training course and pass a test to acquire an airfield driving endorsement.

Some Air Operations Area projects will require vehicles to be equipped with visible company placards on both sides of the vehicle, an orange/white checkered flag, an amber, rotating beacon, and a two-way radio to monitor FAA Air Traffic Control Tower frequencies; or be escorted by a vehicle with this equipment and markings. Only vehicles, equipment, and personnel who have prior authorization by the ASP may operate on runways, taxiways and movement areas, or cross runways and taxiways. Under no circumstance shall any vehicle operate on or cross a runway, taxiway, or any movement are unless permission from the Tower is granted. Vehicles requiring an escort must be escorted by Airport Operations, or authorized company vehicles, equipped with two-way radios, and in constant radio communication with the FAA Tower Control.

**C. Airport ID Badge Holder Requirements and Responsibilities:** TSA approved security program for JWA requires that each person issued a JWA security badge is made aware of his/her responsibilities regarding the privilege of access to restricted areas of JWA.

i. All persons within the restricted air operation areas of JWA are required to display, on their person, a JWA security badge; unless they are specifically exempted for safety reasons, or they are under escort by a properly badged individual. Each JWA employee, JWA Contractor, subcontractor or tenant employee who has been issued a JWA security badge is responsible for challenging any individual who is not properly displaying a JWA issued or approved and valid identification badge. Any person who is not properly displaying or who cannot produce a valid JWA security badge must immediately be referred to the Sheriff's Department - Airport Police Services Office for proper handling.

ii. JWA security badge is the property of County and must be returned upon termination of D-BE personnel employment and/or termination, expiration or completion of Contract. The loss of a badge shall be reported within 24 hours to the Sheriff's Department - Airport Police Services by calling (949) 252-5000. Individuals that lose their badge shall be required to pay a fee before receiving a replacement badge. The charge for lost badge replacement shall be at the current posted rate located in the JWA Administration Office. A report shall be made before a replacement badge shall be issued.

iii. JWA security badge is nontransferable.

iv. In the event that a contractor's badge is not returned to JWA upon termination of D-BE'S personnel employment and/or termination or expiration of Contract, a fine of $250.00 per badge shall be charged to D-BE. D-BE's final payment may be held by County or a deduction from D-BE's payment(s) may be made to ensure that funding is available to cover the fine in the event that badges are not returned.

v. D-BE shall submit the names, addresses, and driver's license numbers for all D-BE personnel who shall be engaged in work under this Contract to County Project Manager within seven days after award of the Contract or within seven days after the start of any new D-BE personnel and/or prior to the start of any work.

vi. No worker shall work on-site in JWA restricted areas and be engaged in performance of work under this contract that has not passed the background check.

**D. Anti-Idling Policy:** Within six months of Contract execution, D-BE must develop, implement

and submit to the Airport Director for approval a fleet-wide anti-idling policy. At a minimum, the anti-idling policy shall include the requirement that vehicle engines shall be turned off when vehicles are not occupied, and that occupied vehicles be turned off after no more than a five-minute idling period. D-BE's policy shall also include all third-party vehicles that enter Airport property at the direction of D-BE.

***END OF GENERAL CONDITIONS***

**IN WITNESS WHEREOF**, the PARTIES hereto have executed this Contract on the dates opposite their respective signatures:

**D-BE,** a ***TBD*** *Corporation,*

Date:_____ By:_____
Signature

_____
Print Name & Title

*(If a corporation, the document must be signed by two corporate officers. The 1st must be either Chairman of the Board, President or any Vice President.)*

Date:_____ By:_____
Signature

_____
Print Name & Title

*(If a corporation, the 2nd signature must be either the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer)*

**COUNTY OF ORANGE,**
a political subdivision of the State of California

Date:_____ By:_____

Print
Name:_____

Title: Deputy Procurement Agent

**APPROVED AS TO FORM**
Office of the County Counsel
Orange County, California

By:_____

Date:_____

# DIVISION 01-GENERAL REQUIREMENTS

**To be developed with Final GMP**

## SECTION 01001
## DRAWING SHEET INDEX

**To be developed with Final GMP**

***END OF DRAWING SHEET INDEX***

## SECTION 01002
## DESCRIPTION OF PROJECT

Summary:
The P484 Project ("Project") focuses on the modernization and replacement of Parking Access and Revenue Control System (PARCS). Work includes full field investigation, preparation of engineered drawings showing the proposed work for approval, turnkey system implementation including furnishing all labor, equipment, and materials to provide a complete PARCS system; cutover from the existing system minimizing downtime; implementation of backend systems; and removal of all PARCS-related equipment to not be re-used.

Upon acceptance, the system will be turned over to an operator to be separately selected.

The following structures/lots at John Wayne Airport are included in the project:

- Parking Structure A1
- Parking Structure A2
- Parking Structure B2
- Parking Structure C
- Main Street Parking Lot (1512 W. Main St)
- T-Lot (17999 Sky Park Circle)

Operational Objectives:
Replace and modernize existing parking access and revenue control system to address obsolete control technologies and aging components, and improve system reliability, while supporting uninterrupted airport operations. The new system shall be cloud based and provide a business intelligence dashboard with real time occupancy information and ability to support dynamic pricing.

Modernization Objectives:

1. The proposed PARCS system modernization program at JWA is intended to achieve the following objectives: New Gate Arms and Lane Payment Machines with updated intercom system
2. Addition of scan to pay and mobile payment options
    a. Removal of existing payment kiosks
    b. Support of full cashless system
3. Installation of automated license plate readers integrated with the system
4. Integration with Airport and County Badges for entry/exit
5. Upgrade IT Infrastructure and improve reliability
6. New digital signs with dynamic messaging and real time occupancy information
7. Integrated system with valet parking services and online reservation capabilities

## SECTION 01010
## SUMMARY OF WORK

### 1. WORK COVERED BY CONTRACT DOCUMENTS

A. Work covers design and construction of a County of Orange project as precisely defined in the contract documents.

.....

Note: D-BE shall maintain all existing services with minimum disruption. Any service disruption shall first be approved by the Director and/or County's Project Manager.

B. Related Requirements Specified Elsewhere:

(1) Description of Project.
(2) Project Meetings.
(3) Submittals.
(4) Shop Drawings, Product Data, and Samples.
(5) Testing and Inspection.
(6) Construction Facilities & Temporary Controls.
(7) Substitutions & Product Options.
(8) Contract Closeout.

C. D-BE's Construction Duties:

(1) Except as specifically noted, provide and pay for:

(a) Labor, materials, and equipment.
(b) Tools, construction equipment, and machinery.
(c) Water, heat, and utilities required for construction including any metering and connection fees or charges except County will pay for water acreage assessment charges, if appropriate for the project.
If any utilities are in place and in use by the County at the site, the D-BE, to the extent available, at no cost may utilize such utilities (excluding telephone).
(d) Other facilities and services necessary for proper execution and completion of work to provide a facility capable of operation.

(2) Pay legally required sales, consumer, and use taxes.

(3) Secure and pay for as necessary for proper execution and completion of work and as applicable at time of receipt of bids: Permits, government fees, and licenses, except County will pay for sewer connection charges. **Note: For this project, D-BE must pay the permit fees and fulfill the conditions of the permit from the Orange County Planning & Development Services Department as well as required City of Tustin and other authority of jurisdiction permits.**

(4) Give required notices.

(5) Comply with latest adopted edition of California Building Code and other codes, ordinances, rules, regulations, orders, and legal requirements of public authorities which bear on performance of work.

(6) Promptly submit written notice to the County Project Manager of observed variance of contract documents from legal requirements.

(a) Appropriate modifications to contract documents will adjust necessary changes.
(b) Assume responsibility for work known to be contrary to such requirements, without notice.

(7) Enforce strict discipline and good order among employees. Do not employ on work:

(a) Unfit persons.
(b) Persons not skilled in assigned task.

## 2. CONTRACTS

Construct work under single Contract Price.

## 3. D-BE USE OF EXISTING PREMISES

A. Limit use of existing premises for work and construction operations related only to this contract.
B. Coordinate use of premises and access through the Project Manager.
C. Confine operations at the project site to areas permitted by law, ordinances, permits, and Contract Documents.
D. Do not unreasonably encumber project site with materials or equipment.
E. Do not load any structure with weight that may endanger structure.
F. Assume full responsibility for protection and safekeeping of material and equipment stored on premises and also in-progress work until completion and acceptance of the entire construction.
G. Move stored material and equipment, which interfere with operations of the facility or operations of other contractors.
H. Obtain and pay for use of additional off-site storage or work areas.

**REFERENCE**
**SECTION 01090 STANDARDS**

## A. DRAWING SYMBOLS

General: Except as otherwise indicated on the drawings, graphic symbols used on drawings are those symbols recognized in the construction industry for purposes indicated. Where not otherwise noted, symbols are defined by "Architectural Graphic Standards", published by John Wiley & Sons, Inc., seventh edition.

Mechanical/Electrical Drawings: Graphic symbols used on mechanical/electrical drawings are generally aligned with symbols recommended by ASHRAE. Where appropriate, these symbols are supplemented by more specific symbols as recommended by other recognized technical associations including ASME, ASPE, IEEE and similar organizations. Refer instances of uncertainty to the Architect/Engineer for clarification before proceeding.

Equal: Words such as "equal," "approved equal," "equivalent," and terms of similar import shall be understood to be followed by the phrase "in the opinion of the Architect/Engineer" unless stated otherwise.

## B. FORMAT AND SPECIFICATION CONTENT EXPLANATIONS

Format Explanation: Although some portions of these Specifications may not be in complete compliance with this format, no particular significance shall be attached to such compliance or non-compliance.

Subordination of Text: Portions of specification text are subordinated to other portions in the following manner (lowest level to highest):

Indented (from left margin): paragraphs and lines of text are subordinate to preceding text which is not indented, or which is indented by a lesser amount.
Subarticle titles: which are printed in upper/lower-case lettering.
Article titles: which are printed in upper-case lettering.
Underscoring: is used to assist the reader of specification text in scanning the text for key words.
Imperative language: is used generally in specifications. Except as otherwise indicated, requirements expressed imperatively are to be performed by the D-BE. For clarity of reading at certain locations, contrasting subjective language is used to describe responsibilities which must be fulfilled indirectly by the D-BE, or when so noted, by others.

Overlapping and Conflicting Requirements: Where compliance with two or more industry standards or sets or requirements is specified, and overlapping of those different standards or requirements establishes different or conflicting minimums or levels of quality, the most stringent requirement is intended and will be enforced, unless specifically detailed language written into the Contract clearly indicates that a less stringent requirement is to be fulfilled. Refer apparently-equal-but-different requirements, and uncertainties as to which level of quality is more stringent, to the Architect for a decision before proceeding.

Furnish: Except as otherwise defined in greater detail, the term "furnish" is used to mean supply and deliver to the Project site, ready for unloading, unpacking, assembly, installation, as applicable in each instance.

Indicated: The term "indicated" is a cross-reference to graphic representations, notes, or schedules on Drawings, to other paragraphs or schedules in the Specifications, and to similar means of recording requirements in the Contract. Where terms such as "shown," "noted," "scheduled" and "specified" are used in lieu of "indicated," it is for the purpose of helping the reader locate cross-reference and no limitation of location is intended except as specifically noted.

## C. INDUSTRY STANDARDS

General Applicability of Standards: Except to the extent that more explicit or more stringent requirements are written directly into the Contract, applicable standards of the construction industry have the same force and effect (and are made a part of the Contract by reference) as if copied directly into the Contract, or as if published copies were bound herewith. Refer to individual specification sections for specialized codes and standards that the D-BE must keep on the Project site and available for reference.

Referenced Standards: Referenced directly in the Contract or by governing regulations have precedence over non-referenced standards which are recognized in industry for applicability to work.

Publication Dates: Except as otherwise indicated, where compliance with an industry standard is required, comply with the standard in effect as of the date of the Contract.

Updated Standards: At the request of the Architect/Engineer the D-BE or governing authority shall submit a Request for Change where an applicable industry code or standard has been revised and reissued after the date of the Contract and before the performance of the affected work.

Install: Except as otherwise defined in greater detail, term "install" is used to describe operations at the Project site including unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing protecting, cleaning and similar operations, as applicable in each instance.

Installer: The term "installer" is defined as the entity (person or firm) engaged by the D-BE, D-BE's subcontractor or sub-subcontractor for performance of a particular unit of work at the Project site, including installation, erection, application and similar required operations. It is a general requirement that such entities (installers) be expert in the operations they are engaged to perform.

Manufacturer: An individual, company, or corporation who manufactures, fabricates, or assembles a standard product. A standard product is one that is not made to special design, and is furnished by either direct sale or by contract to the D-BE, Subcontractor or Vendor.

Material Supplier or Vendors: A person or organization who supplies, but who is not responsible for the installation of, materials, products and equipment of a standard nature that are not specifically fabricated for this particular contract.

Minimum Quality/Quantity: In every instance, the quality level or quantity shown or specified is intended to be the minimum for the work to be performed or provided. Except as otherwise specifically indicated, the actual work may either comply exactly with that minimum (within specified tolerances), or may exceed that minimum within reasonable limits. In complying with these requirements, indicated numeric values are either minimums or maximums as noted, or as appropriate for context of the requirements. Refer instances of uncertainty to the Architect/Engineer for a decision before proceeding.

Perform: The word "perform" shall mean that the D-BE, at the D-BE's expense, shall perform all the operations necessary to complete the work or the mentioned portions of the work, including furnishing and installing materials as are indicated, specified, or required to complete such performance.

Product: The term "product" includes materials, systems and equipment.

Project Site: The term "Project site" is defined as the space available to the D-BE for performance of the work, either exclusively or in conjunction with others performing other work as part of the Project. The extent of the Project site is shown on the drawings, and may or may not be identical with the description of the land upon which Project is to be built.

Provide: Except as otherwise defined in greater detail, term "provide" means furnish and install, complete and ready for intended use.

Specialists Assignments: In certain instances, specification text requires (or implies) that specific work is to be assigned to specialists or expert entities, who must be engaged for the performance of that work. Such assignments shall be recognized as special requirements over which the D-BE has no choice or option. These requirements should not be interpreted so as to conflict with the enforcement of building codes and similar regulations governing the work; they are also not intended to interfere with local union jurisdiction settlements and similar conventions. Such assignments are intended to establish which party or entity involved in a specific unit of work is recognized as an "expert" for the indicated construction processes or operations. Nevertheless, the final responsibility for fulfillment of the entire set of contract requirements remains with the D-BE.

Testing Laboratories: The term "testing laboratory" is defined as an independent entity engaged to perform specific inspections or tests of the work, either at the Project site or elsewhere; and to report, and (if required) interpret results of those inspections or tests.

Trades: Except as otherwise indicated, the use of titles such as "carpentry" in specification text, implies neither that the work must be performed by an accredited or unionized trades-person of corresponding generic name (such as "carpenter"), nor that specified requirements apply exclusively to work by trades-persons of that corresponding generic name.

## D. COPIES OF STANDARDS

Abbreviations and Names: Where acronyms or abbreviations are used in the specifications or other Contract documents they are defined to mean the industry recognized name of the trade association, standards generating organization, governing authority or other entity applicable to the context of the text provision. Refer to the "Encyclopedia of Associations", published by Gale Research Co., and the following partial list:

| | |
|---|---|
| AA | Aluminum Association |
| AAMA | American Architectural Manufacturer's Association |
| AASHTO | American Association of State Highway and Transportation Officials |
| A-E | Architect-Engineer (hired by County to design the project) |
| ACI | American Concrete Institute |
| ACIL | American Council of Independent Laboratories |
| AGA | American Gas Association |
| AI | Asphalt Institute |
| AIA | American Institute of Architects |
| A.I.A. | American Insurance Association |
| AISC | American Institute of Steel Construction |

| | |
|---|---|
| AISI | American Iron and Steel Institute |
| AITC | American Institute of Timber Construction |
| ALSC | American Lumber Standards Committee |
| AMCA | Air Movement and Control Association |
| ANSI | American National Standards Institute |
| APA | American Plywood Association |
| ASHRAE | American Society of Heating, Refrigerating, Air Conditioning Engineers |
| ASME | American Society of Mechanical Engineers |
| ASPE | American Society of Plumbing Engineer |
| ASSE | American Society of Sanitary Engineering |
| ASTM | American Society for Testing and Materials |
| AWI | Architectural Woodwork Institute |
| AWPA | American Wood Preservers Association |
| AWPB | American Wood Preservers Bureau |
| AWS | American Welding Society |
| AWWA | American Water Works Association |
| BHMA | Builder's Hardware Manufacturers Association |
| CAL/OSHA | California Occupational Safety and Health Regulations |
| CFR | Code of Federal Regulations |
| CPSC | Consumer Product Safety Commission |
| CRSI | Concrete Reinforcing Steel Institute |
| CS | Commercial Standard of NBS (U.S. Dept. of Commerce) |
| CTI | Ceramic Tile Institute |
| DHI | Door and Hardware Institute |
| DOC | Department of Commerce |
| DOT | Department of Transportation |
| EPA | Environmental Protection Agency |
| FAA | Federal Aviation Administration (U.S. Dept. of Transportation) |
| FCC | Federal Communications Commission |
| FGMA | Flat Glass Marketing Association |
| FM | Factory Mutual System |
| FS | Federal Specification (General Services Administration) |
| GA | Gypsum Association |
| ICBO | International Conference of Building Officials |
| IEEE | Institute of Electrical and Electronic Engineers, Inc. |
| IESNA | Illuminating Engineering Society of North America |
| IGCC | Insulating Glass Certification Council |
| MBMA | Metal Building Manufacturer's Association |
| MIL | Military Standardization Documents (U.S. Dept. of Defense) |
| ML/SFA | Metal Lath/Steel Framing Association |
| NAAMM | National Association of Architectural Metal Manufacturers |
| NBHA | National Builders Hardware Association (Now Part of DHI) |
| NBS | National Bureau of Standards (U.S. Dept. of Commerce) |
| NEC | National Electrical Code (by NFPA) |
| NEII | National Elevator Industry, Inc. |
| NEMA | National Electrical Manufacturers Association |
| NFPA | National Fire Protection Association |
| N.F.P.A. | National Forest Products Association |
| NRCA | National Roofing D-BEs Association |
| NSF | National Sanitation Foundation |
| NWMA | National Woodwork Manufacturers Association |

| | |
|---|---|
| OCPDS | Orange County Planning and Development Services Department (now called OC Public Works/Planning) |
| OCPW | OC Public Works |
| OSHA | Occupational Safety Health Administration (U.S. Dept. of Labor) |
| PCI | Prestressed Concrete Institute |
| PS | Product Standard of NBS (U.S. Dept. of Commerce) |
| SDI | Steel Deck Institute |
| S.D.I. | Steel Door Institute |
| SGCC | Safety Glazing Certification Council |
| SIGMA | Sealed Insulating Glass Manufacturers Association |
| SMACNA | Sheet Metal and Air Conditioning D-BEs' National Association |
| SSPC | Steel Structures Painting Council |
| SSPWC | Standard Specifications for Public Works Construction |
| TCA | Tile Council of America |
| UBC | Uniform Building Code |
| UL | Underwriters Laboratories |
| UMC | Uniform Mechanical Code |
| UPC | Uniform Plumbing Code |
| USDA | United States Department of Agriculture |
| WCLIB | West Coast Lumber Inspection Bureau (Grading Rules) |
| WIC | Woodwork Institute of California |
| WWPA | Western Wood Products Association (Grading Rules) |
| W.W.P.A. | Woven Wire Products Association |

## E. GOVERNING REGULATIONS/AUTHORITIES

General: Contact governing authorities directly for necessary information and decisions having a bearing on the performance of work.

Copies of Regulations: Obtain copies of regulations needed for reference, and retain at the Project Site during the work of the Project.

"Regulations" is defined to include laws, statutes, ordinances, and lawful orders issued by governing authorities, as well as those rules, conventions and agreements within the construction industry which effectively control the performance of the work regardless of whether they are lawfully imposed by governing authority or not.

Trade Union Jurisdictions: The manner in which the Contract has been organized and subdivided is not intended to be an indication of jurisdictional or trade union agreements. Assign and subcontract the work, and employ trades-men and laborers, in a manner which will not unduly risk jurisdictional disputes of a kind which could result in conflicts, delays, claims and losses in the performance of the work.

Permits, Licenses, and Certificates: For the County's records, submit copies of permits, licenses, certificates, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, and similar documents, correspondence and records established in conjunction with compliance with standards and regulations bearing upon performance of the work.

**SECTION 01400**
**QUALITY REQUIREMENTS**

## 1. SECTION INCLUDES

A. Quality Control and Control of Installation.
B. Tolerances.
C. References.
D. Mock-up Requirements.
E. Testing and Inspection Services.
F. Manufacturers' Field Services.
G. Examination.
H. Preparation.

## 2. QUALITY CONTROL AND CONTROL OF INSTALLATION

A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
B. Comply with manufacturers' instructions, including each step in sequence.
C. When manufacturers' instructions conflict with Contract Documents, request clarification before proceeding.
D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
E. Perform Work by persons qualified to produce required and specified quality.
F. Verify field measurements are as indicated on Shop Drawings or as instructed by manufacturer.
G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

## 3. TOLERANCES

A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
B. Comply with manufacturers' tolerances. When manufacturers' tolerances conflict with Contract Documents, request clarification, as required, before proceeding.
C. Adjust products to appropriate dimensions; position before securing products in place.

## 4. REFERENCES

A. For products or workmanship specified by association, trade, or other consensus standards, comply with requirements of standard, except when more rigid requirements are specified or are required by applicable codes.
B. Conform to reference standard by date of issue current on date of Contract Documents, except where specific date is established by code.
C. Obtain copies of standards where required by product specification sections.
D. When specified reference standards conflict with Contract Documents, request clarification, as required, before proceeding.
E. Neither contractual relationships, duties, nor responsibilities of parties in shall be altered from Contract Documents by mention or inference otherwise in reference documents.

## 5. MOCK-UP REQUIREMENTS

A. Tests will be performed under provisions identified in this section and identified in respective product specification sections.
B. Assemble and erect specified items with specified attachment and anchorage devices, flashings, seals, and finishes.
C. Accepted mock-ups shall be comparison standard for remaining Work.
D. Where mock-up has been accepted by County and is specified in product specification sections to be removed; remove mock-up and clear area when directed to do so by County.

## 6. TESTING AND INSPECTION SERVICES

A. The County or responsible party acting as the County's agent shall employ and pay for specified services of an independent firm (agency) to perform testing and inspection.

B. The independent firm will perform tests, inspections and other services specified in individual specification sections and as required by Contract documents.

(1) Laboratory: Authorized to operate in State of California.

(2) Laboratory Staff: Maintain full time registered Engineer on staff to review services.

(3) Testing Equipment: Calibrated at reasonable intervals with devices of an accuracy traceable to National Bureau of Standards or accepted values of natural physical constants.

C. Testing, inspections and source quality control may occur on or off project site. Perform off-site testing as required by County/Architect/Engineer.

D. Reports will be submitted by independent firm to County/Architect/Engineer, in duplicate, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.

E. D-BE shall, cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage, safe access, and assistance by incidental labor as requested.

(1) Notify County and independent firm prior to expected time for operations requiring services. The notice shall specify the date on which D-BE intends to use the materials or equipment. The notice shall be provided so as to allow sufficient time to perform the tests.
(2) Make arrangements with independent firm and pay for additional samples and tests required for D-BE's use.

F. Testing and employment of testing agency or laboratory shall not relieve D-BE of obligation to perform Work in accordance with requirements of Contract Documents.
G. Re-testing or re-inspection required because of non-conformance to specified requirements shall be performed by same independent firm on instructions by County/Architect/Engineer. Payment for re-testing or re-inspection will be charged to D-BE by deducting testing charges from Contract Sum/Price.

H. Agency Responsibilities:

(1) Test samples of mixes submitted by D-BE.

(2) Provide qualified personnel at site. Cooperate with County/Architect/Engineer and D-BE in performance of services.
(3) Perform specified sampling and testing of products in accordance with specified standards.
(4) Ascertain compliance of materials and mixes with requirements of Contract Documents.
(5) Promptly notify County/Architect/Engineer and D-BE of observed irregularities or non-conformance of Work or products.
(6) Perform additional tests required by County/Architect/Engineer.
(7) Attend preconstruction meetings and progress meetings.

I. Agency Reports: After each test, promptly submit three copies of report to County/Architect/Engineer and one to D-BE. When requested by County/Architect/Engineer, provide interpretation of test results. Include the following:

(1) Date issued.
(2) Project title and number.
(3) Name of inspector.
(4) Date and time of sampling or inspection.
(5) Identification of product and specifications section.
(6) Location in Project.
(7) Type of inspection or test.
(8) Date of test.
(9) Results of tests.
(10) Conformance with Contract Documents.

Limits On Testing Authority:

(1) Agency or laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.
(2) Agency or laboratory may not approve or accept any portion of the Work.
(3) Agency or laboratory may not assume duties of D-BE.
(4) Agency or laboratory has no authority to stop the Work.

## 7. MANUFACTURERS' FIELD SERVICES

A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment as applicable, and to initiate instructions when necessary.
B. D-BE to submit qualifications of observer to County 30 days in advance of required observations. Observer subject to approval of County.
C. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

## 8. EXAMINATION

A. Verify existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.
B. Verify existing substrate is capable of structural support or attachment of new work being applied or attached.
C. Examine and verify specific conditions described in individual specification sections.

D. Verify utility services are available, of correct characteristics, and in correct locations.

## 9. PREPARATION

A. Clean substrate surfaces prior to applying next material or substance.
B. Seal cracks or openings of substrate prior to applying next material or substance.
C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying new material or substance in contact or bond.

**SECTION 01700**
**CONTRACT CLOSEOUT**

## 1. CLEANING

A. D-BE shall remove, as fast as it accumulates, all dirt, debris, waste, rubbish, unused construction materials and implements of service from the buildings, the work area, and the entire site. Such materials shall not be used in backfilling or buried anywhere on the site.
B. At the completion of the work, thoroughly clean the interior and exterior of the buildings, including fixtures, equipment, floors and hardware, removing all misplaced plaster, paint and other finishes, and removing stains, dust, and dirt. Thoroughly clean all roofs, decks, sills, ledges, horizontal projections, steps, rails or other surfaces where dust and debris have accumulated. All glass and metal shall be cleaned and polished; ceramic tile surfaces and plumbing fixtures shall be cleaned properly.
C. Prior to final inspection, the D-BE shall remove all his plant, tools, materials, sheds, temporary power poles and other articles from the property of the County. Should he fail to take prompt action, the County (at its option and without waiver of such other rights as it may have) may, on 30 days-notice, treat them as abandoned property.

## 2. PROJECT RECORD DOCUMENTS

A. The D-BE shall maintain on the job site a complete "as-built" record set of electronic and/or prints. This set shall be corrected daily in red to show every change from the approved (permit) contract documents and shall be marked to show the precise horizontal and vertical location of concealed work. This shall not be construed as authorization for the D-BE to make changes in the layout work without definite instructions in each case.
B. It is the responsibility of the D-BE to see that his subcontractors (especially mechanical and electrical trades) comply with these requirements.
C. The record drawings, clearly marked, shall be turned over to the County at the completion of the project. D-BE shall provide as-built plans per requirements of the AE Guide.

## 3. OPERATIONS AND MAINTENANCE DATA

A. At 90 percent of construction completion, the D-BE shall submit to County, complete operating instructions, wiring and control diagrams, and maintenance manuals for all mechanical, electrical, conveying and specialty equipment installed in the facility. The data shall be complete at the time of submittal.

Partial submittals will be rejected. Initially, one copy of the submittal shall be submitted to the County for approval. Following approval, one electronic copy and three complete sets, shall be printed and submitted in binders with suitable index tabs for each section. This submittal shall include all data deemed necessary by County to operate and/or maintain the equipment, such as:

(1) Complete operating manuals.
(2) Maintenance manuals shall include:

(a) Maintenance instructions.
(b) Troubleshooting instructions.
(c) Wiring diagrams showing component values.
(d) Control diagrams.

(e) Parts lists, including ordering number.
(f) Component shop assembly drawings, including exploded views.
(g) Field assembly drawings.

(h) Recommended spare parts inventory for two years maintenance with itemized cost of each type of part.
(i) List of special tools, with cost of each tool, required in normal maintenance

B. Prior to acceptance of the work, mechanical equipment must be put into operation in the presence of the County's maintenance personnel and maintenance personnel must be instructed in the operation and maintenance of equipment.

## 4. GUARANTEES AND WARRANTIES

A. Except as otherwise expressly provided in this contract, and in addition to all other warranties expressed, implied, or customary in the trade, the D-BE warrants all work to be free from defects of design, material, and workmanship, for a period of one year from date of Notice of Completion. The D-BE, promptly after receipt of notice, shall make good at its expense all defects developing during this period, including labor and material. If, in the opinion of County's Project Manager, defective materials or workmanship require immediate correction or attention to prevent loss to the County, or to prevent interruption of operations of the County of Orange, the County will attempt to give the notice required by this article, but the County may, notwithstanding the provisions of this article, proceed to make such correction or provide such attention and the costs of such correction or attention shall be charged against the D-BE. Such action by the County will not relieve the D-BE of the guarantees provided in this article or elsewhere in this contract.

B. All subcontractors', manufacturers', or suppliers' warranties and guarantees, expressed or implied, respecting any material or equipment used in or a part of the work (whether on equipment of the nature above specified or otherwise) shall be deemed obtained by the D-BE as the agent of the County and all such warranties and guarantees shall inure to the benefit of the County without the necessity of separate transfer or assignment thereof; provided that, if directed by the County's Project Manager, the D-BE shall require such subcontractors, manufacturers, or suppliers to execute such warranties and guarantees in writing to the County of Orange.

C. The remedies provided for in this clause shall not be restrictive of but shall be cumulative and in addition to all other remedies of the County in respect of latent defects or fraud, and any and all warranties expressed or implied.

D. Failure by the D-BE to take corrective action on warranty performance problems and/or construction deficiencies within 24 hours after personal or telephonic notice by the County on items affecting use of facility, safety, or the preservation of property, and within ten days following written notice on other deficiencies, will result in the County taking whatever corrective action it deems necessary. All costs resulting from such action by the County will be claimed against D-BE or, if necessary, the Performance Bond.

## 5. COMPLETION

In addition to those items previously mentioned in this section, the D-BE must submit to the County's Project Manager the following items before Completion of the project can be considered:

(1) Revised up-to-date subcontractor list with names, addresses, and phone numbers.
(2) Building permit card signed as final by all inspectors.

(3) Roof bond and other certificates as specified.
(4) Copies of all test and inspection reports.
(5) Provide Certificate of Use and Occupancy, if required.

**SECTION 01730**
**OPERATIONS AND MAINTENANCE DATA**

## 1. MANUALS

General:

Where manuals are required to be submitted covering items included in this work, prepare all such manuals in durable plastic binders approximately 8 1/2 by 11 inches in size as well as in electronic format with at least the following:

A. Identification on or readable through, the front cover, stating general nature of the manual.
B. Neatly typewritten indexes near the front of the manual, furnishing immediate information as to the location, in the manual, of all data.
C. Copy of all guarantees and warranties issued.
D. Maintenance and operation instructions:

(1) Procure or prepare and include in manuals, operating and/or maintenance instruction for all equipment and/or materials that will require any adjustments, servicing, or attention for its proper operation or use.
(2) These instructions shall set forth all the information necessary for the County to operate, make full and efficient use of, and perform such maintenance and servicing as would ordinarily be done by County personnel.
(3) Write instructions in simple, non-technical language, when possible, with sufficient diagrams and explanation, where necessary, to be readily understandable to the average layman. Possible hazards shall be particularly pointed out with instructions cautioning against mistakes that might result in damage or danger to equipment, building, or personnel.

Extraneous data:

Where contents of manuals include manufacturer's catalog pages, clearly indicate the precise items included in this installation and delete or otherwise clearly indicate all manufacturers' data with which this installation is not concerned.

## 2. MANUAL CONTENT

Neatly typewritten table of contents for each volume; arrange in systematic order.

List:

A. Contractor, name of responsible principal, address, and telephone number.

B. Each product including name, address, and telephone number of:

(1) Subcontractor or installer.
(2) Recommended maintenance contractor.
(3) Local source for replacement parts.

C. Product name and other identifying symbols as set forth in the Contract Documents.

D. Product Data:

(1) Include only those sheets which are pertinent to specific product.
(2) Annotate each sheet to:

(a) Clearly identify the specific product or part installed.
(b) Clearly identify data applicable to the installation.
(c) Delete references to inapplicable data.

E. Drawings:

(1) Supplement product data with drawings where necessary to clearly illustrate:

(a) Relations of component parts.
(b) Control and flow diagrams.

(2) Do not use "Project Record Documents" as maintenance drawings.

F. Written Test:

(1) Provide where necessary to supplement Product Data and drawings. Organize in consistent format under separate headings for different procedures.
(2) Provide a logical sequence of instructions for each procedure.

G. Warranties and Maintenance Contracts

Provide copies of each of the following:

(1) Proper procedures in the event of failure.
(2) Instances which might affect validity of warranties or contracts.

## 3. MANUAL FOR ARCHITECTURAL MATERIALS AND FINISHES

Include the following manufacturer's data:

A. Catalog number, size, and composition.
B. Color and texture designations.
C. Required reordering information.
D. Recommended cleaning materials and methods.
E. Cautions against detrimental cleaning materials and methods.
F. Recommended cleaning and maintenance schedule.

Submit specified information for the following, if applicable:

A. Finish Hardware.
B. Resilient Flooring.
C. Fire Extinguishers.

## 4. MANUAL FOR MECHANICAL EQUIPMENT AND SYSTEMS

Include the following manufacturer's data:

A. Description of unit and component parts including:

(1) Function, normal operating characteristics, and limiting conditions.
(2) Performance curves, engineering data, and tests.
(3) Complete nomenclature and commercial number of replaceable parts.

B. Operating procedures including:

(1) Start-up, break-in routine, and normal operating instructions.
(2) Regulations, control, stopping, shut-down, and emergency instructions.
(3) Summer and winter operating instructions.
(4) Special operating instructions.

C. Maintenance procedures including:

(1) Routine operations.
(2) Trouble-shooting guide.
(3) Disassembly, repair and reassembly.
(4) Alignment, adjusting, and checking.
(5) Servicing and lubricating schedule, including recommended lubrications.

D. Manufacturer's printed operating and maintenance instructions.
E. Control systems operation sequences.
F. Parts list, illustrations, assembly drawings, and diagrams necessary for maintenance, including:

(1) Life expectancy of parts subject to wear.
(2) Items recommended to be stocked as spare parts.

G. As-installed control systems diagrams.
H. Color code legend, if any.
I. Valve tag number chart, with location and function of each valve.

## 5. MANUAL OF UNIT AND COMPONENT PARTS INCLUDING

A. Description of unit and component parts including:

(1) Function, normal operating characteristics and limiting conditions.
(2) Performance curve, engineering data and tests.
(3) Complete nomenclature and commercial number of replaceable parts.

B. Panel board circuit directories indicating:

(1) Electrical service.
(2) Controls.
(3) Communications, if any.

C. As-installed wiring color-code legend, if any.

D. Operating procedure including:

(1) Routine and normal operating instructions.

(2) Sequences required.
(3) Special operating instructions.

E. Maintenance procedures, including:

(1) Routine operations.
(2) Trouble-shooting guide.
(3) Disassembly, repair, and reassembly.
(4) Adjustment and checking.

F. Manufacturer's printed operating and maintenance instructions.

G. Parts list, including current prices, and recommended spare parts to be maintained in storage.

Submit specified information for the following:
Electrical equipment as specified in Sections 16000 through 16721 of these specifications.

## 6. ADDITIONAL DATA

Prepare and include the following:

A. Additional data when need becomes apparent during instruction to County's personnel.
B. Additional data specified in other sections of Specifications to be included.

## 7. SUBMITTAL SCHEDULE

A. Preliminary Draft:
(1) Submit two copies of the proposed format, approximately thirty (30) days before Substantial Completion.
(2) The County will review and return one copy with comments.

B. Final Submittal:

(1) Submit, in final form, one copy of complete data fifteen (15) days prior to final inspection. Copy will be returned with comments.
(2) Submit four (4) copies, in approved final form, prior to final inspection and acceptance.

## 8. INSTRUCTION OF THE COUNTY'S PERSONNEL

Prior to final acceptance and payment, instruct the County's personnel in necessary operation, adjustment, and maintenance of the products, equipment, and systems.

Operating and maintenance manual shall constitute basis of instruction.

Review manual contents with the County's personnel, in detail, to explain all aspects of operations and maintenance.

A listing of all personnel receiving instructions, complete with signature verifying same, dates of instruction and other pertinent data shall be delivered to the County upon completion of instruction session(s).

## SECTION 01740
## WARRANTIES AND GUARANTEES

## 1. SUBMITTAL REQUIREMENTS

Assemble Warranties, and Service and Maintenance Contracts, executed by each of the respective manufacturers, suppliers and Subcontractors.

Number of original signed copies required: Four (4) each.

Table of Contents: Neatly typed in orderly sequence.

Provide complete information for each one of the following items:

A. Product or Work Item.
B. Firm, with name of principal, address, and telephone number.
C. Beginning date of Warranty, or Service and Maintenance Contract.
D. Duration of Warranty, or Service and Maintenance Contract.
E. Provide the following information for the County's Personnel:

   (1) Procedures in case of failure or malfunction.
   (2) Instances which affect Warranty or validity.

F. D-BE, name of responsible principal, address, and telephone number.

## 2. SUBMITTAL FORM

Punch sheets for standard 3-ring binder as well as an electronic copy.
Size: 8 1/2 x 11 inches.
Fold larger sheets to fit into binder.

Cover:

Identify each packet with typed or printed title "Warranties and Guarantees." List:

A. Title of Project.
B. Name of Contractor.

**SECTION 01045**
**CUTTING AND PATCHING**

## 1. REQUIREMENTS INCLUDED

The D-BE shall be responsible for cutting, fitting and patching, including attendant excavation and backfill, required to complete work and to:

A. Make its parts fit together properly;
B. Uncover work to provide for installation of ill-timed work;
C. Remove and replace defective work;
D. Remove and replace work not conforming to the Contract;
E. Remove samples of installed work as required for testing;
F. Provide routine penetrations of non-structural surfaces for installation of piping and electrical conduit.

## 2. RELATED REQUIREMENTS

See General Conditions

## 3. SUBMITTALS

A. Submit the following in accordance with General Conditions.
B. Submit a written request to the County well in advance of executing cutting or alteration which affects:

(1) Work of the County or a separate contractor;
(2) Structural value or integrity of any element of the Project;
(3) Integrity of weather-exposed or moisture-resistant elements;
(4) Efficiency, operational life, maintenance or safety of operational elements; or
(5) Visual qualities of sight-exposed elements.

C. The Request shall include:

(1) Identification of the Project and a description of affected work;
(2) Necessity for cutting, alteration or excavation;
(3) Effect on work of the County or a separate contractor, or on structural weatherproof integrity of the Project;
(4) Alternatives to cutting and patching;
(5) Cost proposal, when applicable;
(6) Written permission of separate contractor(s) whose work will be affected; and
(7) Description of the proposed work including:

(a) Scope of cutting, patching, alteration, or excavation;
(b) Products proposed to be used; and
(c) Extent of refinishing to be included.

D. Should conditions of the work or schedule indicate a change of products from the original installation, the D-BE shall submit a request for substitution as specified in– General Conditions - Substitutions and Product Options.
E. Submit a written notice to the County designating the date and time the work will be uncovered.

## 4. MATERIALS

A. Comply with specifications and standards for each specific product involved.
B. Where specifications and standards have not been provided, provide materials and fabrication consistent with the quality of the project intended for commercial construction.
C. Provide new materials for cutting and patching unless otherwise indicated.

## 5. INSPECTION

A. Inspect existing conditions of the Project, including elements subject to damage or to movement during cutting and patching.
B. After uncovering work, inspect conditions affecting installation of products, or performance of work.
C. Report unsatisfactory or questionable conditions to the County in writing; do not proceed with work until the County provides further instructions.

## 6. PREPARATION

A. Provide adequate temporary support as necessary to assure structural value or integrity of the affected portion of work.
B. Protect other portions of the Project from damage.

## 7. PERFORMANCE

A. Execute cutting by methods which will provide proper surfaces to receive installation of repairs.
B. Execute excavating and backfilling by methods which will prevent settlement or damage to other work.
C. Employ the same installer or fabricator to perform cutting and patching work as employed for new construction for:

    (1) Weather-exposed or moisture resistant elements.
    (2) Sight-exposed finished surfaces.

D. Execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances and finishes.
E. Restore work which has been cut or removed; install new products to provide completed work in accordance with requirements of the Contract Documents.
F. Fit work tight to pipes, sleeves, ducts, conduit and penetrations through surfaces.
G. Refinish entire surfaces as necessary to provide an even finish to match adjacent finishes:

    (1) For continuous surfaces, refinish to nearest intersection.
    (2) For an assembly, refinish entire unit.

# ATTACHMENT A
# STATEMENT OF WORK
# (TO BE FINALIZED UPON CONTRACT AWARD)

## Overview

This Statement of Work ("SOW") defines the scope, objectives, and general requirements for the Parking Access Revenue Control System Replacement Project at John Wayne Airport (JWA). The scope of work includes, but is not limited to, the activities described herein. Final contract language, including detailed technical requirements, will be completed upon contract award.
Work includes full field investigation, preparation of engineered drawings showing the proposed work for approval, turnkey system implementation including furnishing all labor, equipment, and materials to provide a complete PARCS system; cutover from the existing system minimizing downtime; implementation of backend systems; and removal of all PARCS-related equipment to not be re-used.

Upon acceptance, the system will be turned over to an operator to be separately selected.

The following structures/lots at John Wayne Airport are included in the project:

- Parking Structure A1
- Parking Structure A2
- Parking Structure B2
- Parking Structure C
- Main Street Parking Lot (1512 W. Main St)
- T-Lot (17999 Sky Park Circle)

## Project Scope

The Contractor shall furnish all labor, materials, equipment, tools, supervision, testing, commissioning, and project management necessary to complete the modernization and replacement of the parking access revenue control system. Work includes, but is not limited to:

1. Integration of new systems with existing building infrastructure and operational requirements.
2. Coordination with JWA operations to minimize impacts to airport functionality and passenger flow.
3. Seamless cutovers from existing system to new
4. Training and support for future system operator and JWA Operations.
5. Compliance with all applicable codes, standards, and regulatory requirements.

## Project Objectives

The Objective of the PARCS Project is to replace and modernize existing parking access and revenue control system to address obsolete control technologies and aging components, and improve system reliability, while supporting uninterrupted airport operations. The new system shall be cloud based and provide a business intelligence dashboard with real time occupancy information and ability to support dynamic pricing.

The objectives of Parking Access Revenue Control System Replacement Project include but are not limited to:

1. New Gate Arms and Lane Payment Machines with updated intercom system
2. Addition of scan to pay and mobile payment options
    a) Removal of existing payment kiosks
    b) Support of full cashless system

3. Installation of automated license plate readers integrated with the system
4. Integration with Airport and County Badges for entry/exit
5. Upgrade IT Infrastructure and improve reliability
6. New digital signs with dynamic messaging and real time occupancy information
7. Integrated system with valet parking services and online reservation capabilities

## ATTACHMENT B
## COST/COMPENSATION

**I.** **COMPENSATION**: This is a Guaranteed Maximum Price (GMP) Contract between County and D-BE for design and construction services for Enter Project Name, as set forth in Attachment A, "Statement of Work".

D-BE agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing, labor, vehicles, equipment, tools, materials, overhead, travel, etc. required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by D-BE of all its duties and obligations hereunder. D-BE shall only be compensated as set forth herein below for work performed in accordance with the Statement of Work.

**II.** **PRICE**:

A. Proposed Fee:

i. Phase I – Design Services & Pre-Construction Phase: $_____

ii. Phase II – Construction Services Phase: $ _____

iii. Guaranteed Maximum Price (Sum of Components i and ii) $ _____

**Total GMP for Project: $ _____**

**III.** **D-BE EXPENSE:** D-BE will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.

**IV.** **PAYMENT TERMS:** Invoices are to be submitted in monthly arrears, after services have been completed, to the address specified below. Payment will be net thirty (30) days after receipt of an invoice in a format acceptable to the County, as applicable. Invoices shall be verified and approved by County and subject to routine processing requirements. The responsibility for providing an acceptable invoice to County for payment rests with D-BE. Incomplete or incorrect invoices are not acceptable and will be returned to the D-BE for correction.

Billing shall cover services and/or goods not previously invoiced. The D-BE shall reimburse the County for any monies paid to the D-BE for goods or services not provided or when goods or services do not meet the Contractor requirements.

Payments made by County shall not preclude the right of County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

**V.** **INVOICING INSTRUCTIONS:** The D-BE will provide an invoice on the D-BE's letterhead. Each invoice will have a unique number and will include the following information:

A. Name and address
B. Remittance address, if different from (A), above
C. Name of County agency/department
D. Delivery/service address

E. Contract number
F. Service Date
G. Description of Services
H. Total
I. Taxpayer ID number

Invoices and support documentation are to be forwarded to:

Agency/Department/Section
Project Manager
Address
City, State Zip Code

D-BE has the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive Electronic Remittance Advice with the payment details via email. An email address will need to be provided to the County via an EFT Authorization Form. To request a form, please contact the DPA.

**ATTACHMENT C**
**STAFFING PLAN**

## 1. KEY PERSONNEL

| Name | Classification/Designation | Years of Experience | Licenses/Certifications (include license number) |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |

D-BE understands that the personnel represented as assigned to the Contract must remain working on the Contract throughout the duration of the Contract unless otherwise requested or approved by the County. Substitution or addition of Design-Builder's key personnel in any given category or classification shall be allowed only with prior written approval of the County's Project Manager. ***Note: The written approval of substituted D-BE Key Personnel is for departmental use only and shall not be used for auditing purposes outside County of Orange.***

D-BE may reserve the right to involve other D-BE personnel, as their services are required. The specific individuals will be assigned based on the need and timing of the service/classification required. Assignment of additional key personnel shall be subject to County Project Manager written approval. ***Note: The written approval of additional D-BE Key Personnel is for departmental use only and shall not be used for auditing purposes outside County of Orange.*** County reserves the right to have any D-BE personnel removed from providing services to County under this Contract. County is not required to provide any reason for the request for removal of any D-BE personnel.

## 2. SUBCONTRACTOR(S)

Listed below are subcontractor(s) anticipated by D-BE to perform services specified in Attachment A. Substitution or addition of D-BE's subcontractors in any given project function shall be allowed only with prior written approval of the County Project Manager.

| Company Name & Address | Contact Name and Telephone Number | Project Function |
|---|---|---|
| | | |
| | | |
| | | |
| | | |

**ATTACH ADDITIONAL SHEET(S) IF NECESSARY**

### 3. TABLE 1 - ANNUAL GROSS RECEIPTS CATEGORIES

| Annual Gross Receipt (Most recent fiscal year) | Gross Receipts Category |
|---|---|
| Less than $500,000 | 1 |
| $500,000 - $1,000,000 | 2 |
| $1,000,000 - $2,000,000 | 3 |
| $2,000,000 - $5,000,000 | 4 |
| $5,000,000 - $10,000,000 5 | 5 |
| $10,000,000 - $15,000,000 | 6 |
| Over $15,000,000 | 7 |

# ATTACHMENT D

## John Wayne Airport, Orange County
## Construction and Demolition (C&D) Debris Diversion Program

John Wayne Airport's (JWA's) C&D Debris Diversion Program requires that construction and demolition projects strive to divert 90% of nonhazardous materials from landfills and in no case divert less than 65% of nonhazardous materials from landfills. This packet will explain the policies and procedures required to implement this program and is based on Orange County Waste and Recycling's C&D program.

There are four options available to comply with this program. The options are summarized below and explained in (Sections A, B, and C).

1. Complete a construction waste management plan identifying expected waste types, tonnage and the recycling or waste facilities proposed for use.
2. Use an approved waste management facility. The County of Orange maintains a list of approved waste management facilities that meet industry standards relating to the proper recycling and diversion of materials. Using one of these facilities ensures compliance with this program. The list is attached to this packet at the end and can also be accessed at https://www.oclandfills.com/CD by clicking on the link for Approved Facilities.
3. Generate a minimal amount of waste for new construction (less than 2 lbs/ft$^2$) to meet the requirement of the waste stream reduction alternative.
4. Create your own plan in accordance with CALGreen Standards.

This packet contains the following sections to assist with this program:

- Program instructions are provided in Section A.
- A C&D Debris Diversion Program Work Plan Template is provided in Section B.
- A C&D Debris Diversion Program – ANNUAL/FINAL Compliance Report Template is provided in Section C,
- A list of approved County of Orange waste management facilities is provided at the end.

## Section A – John Wayne Airport C&D Debris Diversion Program Instructions

Prior to construction initiation, complete, and sign the "John Wayne Airport Construction and Demolition Diversion Compliance Work Plan" (Section B of this packet) and described below. Submit the work plan to the Project Manager.

### 1. Select Compliance Option and Develop Work Plan:

Develop a work plan that identifies which of the four methods below will be employed to meet the 90% diversion goal (65% minimum). Provide the work plan to the Project Manager for approval by JWA Environmental prior to project initiation.

- **Option 1 – Construction Waste Management Plan**

  Develop a work plan that identifies tonnage, type of material, diversion method, and hauler/facility that will be used.

- **Option 2 – Use an approved Waste Management Facility**

Develop a work plan that identifies the County of Orange approved facility to which waste will be taken. Approved facilities can be found on Page 5. These facilities will divert as much C&D waste as possible.

- **Option 3 – Waste Stream Reduction Alternative (Cannot be used for demolition projects)**

  Develop a work plan that identifies that the construction waste will not exceed 2 lbs/ $ft^2$.

- **Option 4 – Create your own plan in accordance with CALGreen Standards**

  Develop a work plan in accordance with the California Green Building Code standards that strives for a 90% waste diversion goal, with a minimum of 65%.

**2. Implement Diversion Workplan During Project**

During the project, track waste and diversion tonnage and provide an annual report if the project extends past July 31 of each year.

- Save documentation (bills, tickets etc.) for all waste (diverted and landfilled).
- In January of each year, provide the "Construction and Demolition Debris Diversion Program – Annual Compliance Report" from the previous year as well as copies of documentation, including disposal/recycling receipts to the project manager.

**3. Provide Final Project Documentation**

- Submit "Construction and Demolition Debris Diversion Program – Final Compliance Report" (Section C of this packet) and copies of documentation, including disposal/recycling receipts to the Project Manager.
- JWA Environmental will review the Final Compliance Report and receipts for compliance and reply within 3 business days.
- If contractor is deemed in compliance, no further action is required. If applicant is deemed to be noncompliant, payment may be withheld.

## Section B – John Wayne Airport C&D Debris Diversion Program - Work Plan

Please complete work plan Option 1, 2, 3, or 4 for estimated construction and demolition debris produced as a result of the proposed project and submit to the Project Manager.

Project Name: _____ Project # _____

| Contractor: | |
|---|---|
| Project Description | |
| | |
| | |
| | |
| | |
| Total Project Valuation: $ | Total Project Square Footage: |
| Estimated Total Debris Tonnage: | Estimated Completion Date: |

☐ Option 1: Complete the construction waste management compliance plan – complete in full

**Please indicate estimated tonnage, type of material, diversion method, and hauler/facility that will be used**

| Material Type | Estimated Tonnage Diverted | Diversion Method - Recycle, Reuse, Salvage, Compost | Estimated Tonnage Disposed – Landfilled | Proposed Site, Hauler, Facility, or Recycler |
|---|---|---|---|---|
| Asphalt/Concrete | | | | |
| Brick/Masonry/Tile | | | | |
| Cardboard | | | | |
| Wood | | | | |
| Metals | | | | |
| Landscape Debris | | | | |
| Soil/Rock | | | | |
| Carpet, Padding/Foam | | | | |
| Other: | | | | |
| Other: | | | | |

☐ Option 2: Use a County-approved facility – Please list all facilities you plan to use

**Final reporting must include proof (tonnage receipts, bill, letter from facility)

| | |
|---|---|
| | |
| | |
| | |

☐ Option 3: Project is expected to meet the Waste Stream Alternative

| | |
|---|---|
| Provide the estimated non-residential new construction with a combined disposal weight no more than 2 lbs/ft$^2$ | lbs/ft$^2$ |

| ☐ Option 4: Create your own plan in accordance with CALGreen Standards |
|---|
| Provide Plan. This option should strive for a 90% waste diversion goal, with a minimum of 65%. |

**THIS PAGE TO BE SUBMITTED TO THE PROJECT MANAGER for JWA Environmental**

## Section C - John Wayne Airport C & D Debris Diversion Program

**ANNUAL / FINAL Compliance Report**

** Submittal of this form is required January 30th of each year and at Project Completion**

Please complete this form in its entirety, attach weight slips or other records of measurement from recycling companies that show actual tonnage of diverted materials, and submit to the Project Manager.

Project Name: _____ Project # _____

| ☐ Option 1: Complete the construction waste management compliance plan – complete in full | | | | |
|---|---|---|---|---|
| **Please indicate tonnage, type of material, diversion method, and hauler/facility that was used** | | | | |
| Material Type | Actual Tonnage Diverted | Diversion Method - Recycle, Reuse, Salvage, Compost | Actual Tonnage Disposed – Landfilled | Site, Hauler, Facility, or Recycler |
| Asphalt/Concrete | | | | |
| Brick/Masonry/Tile | | | | |
| Cardboard | | | | |
| Wood | | | | |
| Metals | | | | |
| Landscape Debris | | | | |
| Soil/Rock | | | | |
| Carpet, Padding/Foam | | | | |
| Other: | | | | |
| Other: | | | | |
| A. Total Actual Tonnage Diverted | | | | |
| B. Total Actual Tonnage Disposed | | | | |
| C. Total Tonnage Generated for Project (A+B) | | | | |
| D. Percent Diverted (A divided by C, then multiply by 100) | | | | |

| ☐ Option 2: Use an approved facility – Name Facilities |
|---|
| **Include proof (tonnage receipts, bill, letter from facility** |
| |
| |
| |
| ☐ Option 3: Project is expected to meet the Waste Stream Alternative |

| | |
|---|---|
| Provide the final non-residential new construction with a combined disposal weight no more than 2 lbs/ft$^2$ | lbs/ft$^2$ |
| ☐ Option 4: Create your own plan in accordance with CALGreen Standards | |
| This option should strive for a 90% waste diversion goal, with a minimum of 65%. | |

Print Name: _____

Signature: _____ Date: _____

**THIS PAGE TO BE SUBMITTED TO THE PROJECT MANAGER for JWA Environmental**

# CALM Procedures

The CALM (Coordination and Logistics Management) Team's goal *is to minimize construction-related impacts to passenger service and tenants while maintaining a positive guest experience*. Starting at the Planning stage, CALM utilizes a Program Master Schedule and GIS database to capture project dates and locations for all projects undertaken at John Wayne Airport. The CALM Team conducts time and space management and tracks all projects including CIP (Airside, Landside and Terminals), Tenant, Commercial and Revenue Management, Maintenance, Information Technology, and Operations. The CALM team will review projects through the design phase prior to construction to ensure program phasing will limit impacts to operations and customer service.

The Project submittals will include the following:

a) Proposed Project Schedule
b) Project Phasing Plan
c) Site Logistics Plan
d) USR (Utility Shutdown Requests) /LSR (Location Shutdown Requests)

Each project is tracked from its inception through construction completion, to insure efficient sequencing of multiple projects competing for the same time and space resources. A "Notice to Proceed" for the project will not be granted until the Applicant's submittals have been approved.

For questions regarding the CALM Program please contact:

Don Chinery at dchinery@ocair.com (310.614.1905)

**CALM submittal requirements**

Below is an outline of the required CALM Submittals:

1. The Applicant must submit the following information:

    a. Project Schedule
    b. Physical location/Map
    c. Scope of the project.

    With this information, the CALM Team will be able to identify any conflicts, or impacts with time and space coordination.

2. Due to the large number of construction projects taking place, appropriate project sequencing is of critical importance to JWA. The contractor shall notify the JWA Project Sponsor of any cost/schedule changes that differ from previous submitted documents. Failure to notify the JWA Project Sponsor of any schedule change, may adversely affect the contractors ability to commence/complete the project.

3. The Contractor must notify the JWA Project Sponsor, who in turn, will notify CALM when they plan to submit their Logistical Work Plan. Please be mindful that each submittal review, and/or resubmit may take a minimum of seven working days per review.

4. Prior to the Applicant receiving a Notice to Proceed (NTP), the Applicant shall have an approved Logistical Work Plan consisting of, but not limited to the following:

    a. Updated Construction Schedule

b. Site Logistics Plan
c. Temporary Barricade Plan
d. Temporary Construction Signage Plan
e. Project Phasing Document
f. Haul Routes
g. Construction Stock piles/Laydown Areas

To facilitate the submittal process of the required documents, the Site Logistics & Project Phasing Checklist is required to be completed and submitted with the Logistical Work Plan. Please incorporate the checklist directly on site logistics work plan.

*5.* After NTP, and during all phases of construction, the Contractor shall not deviate from the approved Logistical Work Plan. The Contractor must resubmit any changes to the Logistical Plan to the JWA Project Sponsor for final approval.

**Project Phasing Plan**

1. The Applicant shall submit a Project Phasing Document, defining each specific work area (Phase) into which the overall project is divided. A Project Phasing Document is required for any project with one or more phases of work. A Project Phasing Document and a fully documented Logistical Work Plan Checklist shall be approved by JWA prior to issuance of a Notice to Proceed. The document shall be developed in accordance with the following criteria.

    a) Written description of the work to be accomplished within each phase.

    b) Breakdown the physical elements of the project to accurately reflect the progression of work, sequenced in accordance with the project schedule.

    c) Include dates for proposed work, daily work hours, and Emergency 24 hour contact information for each phase.

    d) The document shall be flexible in its ability to describe real-time updates and shall be updated as required to ensure stakeholders are fully informed of revisions as they occur.

    e) The document shall be consistent with the overall Project Schedule.

2. The description of each Phase shall address the following as a minimum.

    a) Location of barricades, partitions, covered walkways, stairs, scaffolding, work platforms, etc. which are designed to separate construction activities from ongoing operational areas and mitigate disruptions to passenger and other stakeholder traffic flows.

    b) Identify security provisions

    c) Identify emergency personnel provisions

d) Emergency evacuation routes

e) Identify egress analysis and Occupancy Load calculations for each phase of the construction

f) Identify the means for public and worker health and safety protection

g) Identify any relocation and definition of temporary facilities required to maintain ongoing operations

h) State the means for maintenance of fire/life safety systems

i) State applicable construction restrictions during special events and holidays

j) Identify locations for material stockpiling and staging

k) Identify Locations and related work zones for worker/material handling equipment

l) Identify the plan for rubbish removal, including location of trash bins

m) Identify modification and maintenance of existing systems during construction

n) Identify temporary signage/way-finding needs and depict on drawings.

o) Identify Stakeholder relocations

p) Show routing of temporary utilities, lines, and points of tie-in

q) Identify temporary facilities

r) Identify means for dust/dirt/debris mitigation

s) Identify means for construction noise mitigation

**Site Logistics Plan**

As part of the Logistics Work Plan, the Applicant shall submit a proposed Site Logistics Plan. A Site Logistics Plan and a fully documented Logistical Work Plan Checklist, shall be approved by JWA prior to issuance of a Notice to Proceed. At a minimum, the plan shall address the following information:

a) Identify point of entrance locations and traffic routes for movement of the contractor's equipment, materials and workers to the work

b) Incorporate Escort provisions including conformance with LAWA and TSA regulations regarding allowable number and handling of un-badged personnel

c) Define alterations to existing facilities/infrastructure

d) Locate on plans, construction zone accommodation of vehicular and aircraft traffic including signage, traffic stripping, flagging, temporary closures, barricades, and detours

e) Locate on plans, provisions and plans for worker parking

f) Locate on plans, the staging/laydown areas for construction equipment, trash/debris receptacles, and material storage and protection

g) Locate on plans, temporary facilities including trailers, and dumpsters.

h) Identify locations and related work zones for worker/material handling equipment such as cranes, and lifts

i) Provide emergency vehicle access provisions

j) Provide emergency evacuation routes

k) Provisions for protection of private and public properties, including leased properties on site, if applicable

l) Identify security provisions

m) Locate on plans, fencing and enclosure provisions

n) Identify location of off-site, project-related facilities

o) Identify on-site parking provisions if applicable.

p) Emergency contacts posted on plan

q) Define work shifts and corresponding working hours

r) Show routing of temporary utility lines and points of tie-ins

s) Show provisions for reclamation of areas disturbed by the contractor

t) Provide plans and actions taken to comply with environmental requirements and permits

u) Identify the means for dust/dirt/debris mitigation

v) Identify the means for construction noise mitigation

w) Incorporate coordination and accommodation of stakeholders impacted by the work

x) Incorporate coordination with other contractors impacted by or impacting the work

**CALM Shutdown Coordination Center**

JWA established the CALM Shutdown Control Center (SCC) to coordinate all Utility Shutdown Requests (USR) and Location Shutdown Requests (LSR).

1. Utility Shutdown (USR) is any disruption or disconnection of a utility (including abandonment) of any system, subsystem, or branch for any length of time. This includes electrical, water, natural gas, fuel, fire alarm, security/ACAMS, sewer, communications, HVAC, and sprinkler. A utility shutdown is defined as a singular event; one turn off/one turn on. Utility Shutdowns cover the following:

    a. Electrical
    b. Water
    c. Natural Gas
    d. Fuel
    e. Fire Alarm
    f. Security/ACAMS
    g. Sewer
    h. Communications/ IT
    i. HVAC
    j. Sprinklers

2. Location Shutdown (LSR) is the closure of an area preventing normal activity for a set period of time. This includes all landside, airside, and terminal areas and is generally associated with the disruption of normal vehicle, pedestrian, and aircraft use or flow. Area shutdown is defined as a singular event; one shutdown of operation / one restoration of operation. Area Shutdowns include:

    a. Landside traffic closures
    b. Airside traffic closures (vehicle or aircraft)
    c. Terminal Area road closures
    d. Restrictions to Public Access (i.e. walkways, public access doors)
    e. Elevator/Escalator
    f. Restroom Closures
    g. Gate Closures

The Contractor is responsible to submit a new request 30 days in advance of proposed start date. This will identify any impacts to Airport Operations including Utility Shutdowns and Location Shutdowns. This will allow the Project Sponsor the time needed to review and coordinate the requests with the Primary Stakeholders. Incomplete documentation will delay the approval process of the USR/LSR and potentially impact the requested date(s). An email notification will be sent by the CALM SCC to indicate final approval.

**LSR Review**

- Identify Impacts (Facilities, Stakeholders, Operations)
- Gather Facts (Time, Duration, Purpose, Contacts)
- Determine Area
- Develop Mitigation Plan
- Review Contractor Work Plan

**LSR Submittal Process**

The completed LSRs are submitted by the JWA Project Sponsor to the Shutdown Control Center for processing and tracking. Once a submittal is received, it is distributed to the LSR Approval Team to review any additional coordination and logistical needs. The requests are tracked through the CALM Shutdown Control Center tracking system.

- To guarantee LSR approval for on-time implementation, projects expected to have a large impact to stakeholders and other projects should plan on submitting a draft package which includes the LSR and a traffic control plan to the LSR Approval Team at least 30 days prior to expected implementation date. Some projects have been introduced at least 1-2 months in advance to allow for coordination and planning.

- LSRs are approved prior to project implementation and a complete LSR package should be submitted at least 30 days prior to the expected start date. In addition, a *site walk* is typically completed 2 weeks prior to give a better understanding to Airport Operations, CALM and the Project Management team of all field conditions.

**CALM / LSR Requirements**

A separate LSR is required for each area to be impacted.

- Complete the application in its entirety and attach any Completed/Approved Required documentation. Incomplete applications may be delayed for processing.
- This package shall describe all details related to the submitted Phasing Plan, Logistical Work Plan, and logistical checklist and will be updated as needed to ensure stakeholders are informed of revisions.

The Contractor shall submit an overall Phasing Plan with a baseline schedule.

- Within the task specific phasing plan, the contractor shall identify specific tasks, which will function as a sub phase to the overall Phasing Plan and schedule.
- If a Task Specific Phase has separate logistical needs, the contractor will be required to complete a Logistical Work Plan for each of those Task Specific Phases.
- The Logistical Work Plan shall include the following: Scope and description of work, a Communications Plan, identification of coordination plans with all contractor construction activities in the area, and identification of all permits.

**LSR Revisions**

An LSR Revision shall be submitted when an existing LSR changes in scope of work or dates are extended. For example – work will now be added to the project in a different location. Date extension requests shall be sent to the CALM SCC at least one week prior to LSR expiration date.

**LSR Updates**

An LSR Update shall be disseminated when an existing LSR has additional work, but the scope of work does not change and neither do the dates. Contractor shall submit addendums to the LSR to the SCC for any changes that affect the work area or airport operations. The SCC shall be notified when work is completed.