

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



SUBMITTAL DATE:
August 31, 2011

FROM: Economic Development Agency

SUBJECT: Lease Agreement Replacement Project – Plans and Specifications

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the plans and specifications for the Lease Agreement Replacement Project at the U.S. District Court and authorize the Clerk of the Board to advertise for bids; and
2. Delegate project management authority for the project to the Assistant County Executive Officer/EDA in accordance with applicable Board policies.

BACKGROUND: (Commences on Page 2)

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/12

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: No	
SOURCE OF FUNDS: US District Court Trustee Account	Positions To Be Deleted Per A-30 <input type="checkbox"/>
	Requires 4/5 Vote <input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE
BY:

County Executive Office Signature Jennifer L. SARGENT

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Buster, seconded by Supervisor Benoit and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Benoit and Ashley
Nays: None
Absent: Tavaglione and Stone
Date: September 20, 2011
xc: EDA, CIP

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

Prev. Agn. Ref.: 3.35 of 4/7/98; 4.4 of 4/12/11	District: 2	Agenda Number:
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ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.8
EDA-001a-F11
Form 11 (Rev 06/2003)

Reviewed by **CIP TEAM**
 SERENA CHOW
 DATE: 8/31/11
 Departmental Concurrence
 BY: CARISA R-MCKENNA
 FORM APPROVED COUNTY COUNSEL
 BY:

Dep't Recomm.: Consent
 Per Exec. Ofc.: Consent
 Policy
 Policy

BACKGROUND:

On April 4, 1996, the Board of Supervisors approved a lease agreement between the County of Riverside and the General Services Administration. The periodic replacement of carpet and paint is included in this lease agreement.

On April 12, 2011, the Board of Supervisors approved a pre-qualified list of design and consulting firms to be retained on an as-needed basis. The Economic Development Agency (EDA) has selected Ruhnau Ruhnau Clarke, from the pre-qualified list to provide design services for the replacement costs per Lease Agreement at the U.S. District Court.

The bid documents are now complete and EDA requests approval to solicit bids for construction of this project. EDA will return to the Board under separate cover to approve the project budget and execute any related project agreements.

102

SPECIFICATIONS AND CONTRACT DOCUMENTS
FOR

[REDACTED] FM0800000087



PREPARED BY
COUNTY OF RIVERSIDE
ECONOMIC DEVELOPMENT AGENCY
PROJECT MANAGEMENT OFFICE
[REDACTED]

FORM APPROVED COUNTY COUNSEL
BY: *JRM*
LARISA R-MCKENNA
DATE: *8/7/11*

SEP 20 2011 3.8 pgs

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END OF DOCUMENT

**DOCUMENT 00020
PROJECT DIRECTORY**

1.0 PROJECT SITE

A. Project Address:

United States District Court
3470 12th Street
Riverside, CA 92501

2.0 OWNER

A. Owner:

County of Riverside
Department of Facilities Management
3133 Mission Inn Ave.
Riverside, CA 92507

951/955-4889
FAX 951/955-4890

Contact: Dennis Downs
Project Manager

3.0 DESIGN TEAM

A. Architect:

Ruhnau · Ruhnau · Clarke
3775 Tenth Street
Riverside, CA 92501

951/684-4664
FAX 951/684-6276

Contact: Mike Higgins
Project Director

END OF DOCUMENT

NOTICE INVITING BIDS

COUNTY OF RIVERSIDE, herein called Owner, invites sealed proposals for :

U.S. District Court Finishes

This Project includes the demolition and replacement of flooring, wall coverings and paint for the U.S. District Court

Proposals shall be delivered to the Clerk of the Board of Supervisors, on the 1st floor of the County Administrative Center located at 4080 Lemon Street, Riverside, CA 92501 no later than 10am on October 4th, 2011 and will be promptly opened in public at said address.

Each Proposal shall be in accordance with the Plans, Specifications, and other Contract Documents and prepared by the Economic Development Agency, County of Riverside. A nonrefundable fee will be charged for each set of Plans and Specifications furnished to Contractors. An additional nonrefundable fee will be charged for each set of Plans and Specifications furnished that are requested to be mailed to Contractors. Plans and Specifications may be obtained from A&I Reprographics located at 898 Via Lara, Suite L., Colton, CA 92324. (909)514-0704.

Pursuant to the Labor Code, the Governing Board of the Owner has obtained from the Director of the Department of Industrial Relations, State of California, his determination of general prevailing rates of per diem wages applicable to the work, and for holiday and overtime work, including employer payments for health and welfare, pension, vacation, and similar purposes, as set forth on the schedule which is on file at the principal office of the Owner, and which will be made available to any interested person upon request.

The Contract General Conditions for this project will contain provisions allowing successful contractor to substitute securities for monies withheld by the County to ensure performance (Public Contract Code 22300).

A Performance Bond and Payment Bond shall be required for this Project.

The Contractor will be required, per Public Contracts Code, Section 3300 and for this contract, to have a State of California contractor's license classification B – General Building Contractor. A **mandatory** pre-bid job walk inspection will be held on September 22nd, 2011 at 9 a.m., meeting at 3420 Twelfth Street Riverside, CA 92501, California. **No bids will be accepted from bidders who have not attended the pre-bid job walk.**

For further information, contact Dane Winkelman at the Economic Development Agency, located at 3403 10th St., Riverside, CA 92501 whose telephone number is (951) 955-0394.

INSTRUCTIONS TO BIDDERS

- A. **FORM OF PROPOSAL:** The Proposal must be made on the attached Contractor's Proposal Form which must be filled out completely, dated and signed by the bidder or duly authorized agent in accordance with the directions on the Proposal Form. Each Proposal shall include a complete list of the Subcontractors proposed for every portion of the work, in accordance with Public Contract Code, Section 4100-4114, inclusive.
- B. **SUBMISSION OF THE PROPOSAL:** Signed copies of each Proposal shall be sealed in an envelope labeled with Title of Bid and Opening Time. Proposals shall be submitted at the place designated in the Notice Inviting Bids at or before the time specified in said notice. Before that time a proposal may be withdrawn, but only in person by the bidder or someone authorized by him in writing, and not by telephone or telegram.
- C. **DRAWINGS AND SPECIFICATIONS:** All drawings, herein enclosed, become a part of the Bid Documents. Additional sets may be provided if requested by bidders and deemed necessary and if there is sufficient time. Plans and Specifications may be obtained from A&I Reprographics located at 898 Via Lara, Suite L., Colton, CA 92324. (909)514-0704. All fees are due at the time of request and must be paid by check or money order made payable to "A&I Reprographics".
- D. **INTERPRETATION OF THE DOCUMENTS:** Discrepancies in and omissions from the Plans, Specifications or other Contract Documents or questions as to their meaning shall, at once, be brought to the attention of the Owner. Any interpretation of the Documents will be made only by Addenda duly issued and a copy of such Addenda will be mailed or delivered to each person or firm receiving a set of such documents. The Owner will not be responsible for any other explanations or interpretations. Should anything in the scope of the work or any of the sections of the Specifications be of such nature as to be apt to cause disputes between the various trades involved, such information shall be promptly called to the attention of the Owner.
- E. **ADDENDA TO THE DOCUMENTS:** The Owner reserves the right to issue such Addenda to the documents as it may desire at any time prior to the time fixed for receiving Proposals. A copy of all such Addenda will be promptly mailed or delivered to each bidder. The number and date of each Addenda shall be listed on the Contractor's Proposal in the space provided.
- F. **OWNER'S RESERVATION OF RIGHTS:** The Owner reserves the right to reject any or all Proposals and to waive any informalities in a bid or in the bidding. No bidder may withdraw his bid for a period of sixty (60) days after the time set for the opening thereof.
- G. **BIDDER'S CHECK OR BOND:** Each Proposal must be accompanied by a certified or cashier's check or by a bid bond on the form supplied by the Owner, drawn in favor of the Owner in an amount not less than ten percent (10%) of the total Proposal. This check or bond shall be given as a guarantee that the bidder, if awarded the contract, will execute and deliver the Contract Documents and the required Payment and Performance Bonds and proof of insurance in accordance with his Proposal accepted by the Owner. In default of execution of the Contract upon award and/or delivery of said Payment and Performance Bonds, such Proposal bond or check shall be held subject to payment to the Owner of the difference in money between the amount of the bidder's Proposal and the amount for which the Owner may legally contract with another party to perform the said work, together with the costs to the Owner of redrafting, redrawing and publishing documents and papers shall, in addition, be held subject to all other actual damages suffered by the Owner, as set forth on the Contract Documents. Said check or bond will be returned upon the close of the period mentioned in Paragraph F above, and to the successful bidder upon execution of the Contract Documents. **NO BONDS WILL BE ACCEPTED UNLESS SUBMITTED ON THE FORM SUPPLIED BY OWNER.**
- H. **AWARD OF CONTRACT:** The Contract shall be awarded upon a Resolution or Minute Order to that effect duly adopted by the Governing Board of the Owner. Execution of the Contract Documents shall constitute a written memorial thereof.

- I. **ADDITIONAL INFORMATION:** The Owner reserves the right to require of a bidder, information regarding financial responsibility or such other information as the Owner determines is necessary to ascertain whether a bid is in fact the lowest responsible bid submitted, All references to an Ruhnau Ruhnau Clarke shall be deemed to refer to the Owner where no Ruhnau Ruhnau Clarke has been employed by the Owner. Contractor will be required to have 3 years prior experience successfully completing similar paint work, as explained in the specifications under painting, section 1.5, Quality Assurance.
- J. **PROMPT ACTION BY THE CONTRACTOR:** After the award of the Contract by the Governing Board and within four (4) days after the Agreement Forms are presented to the Contractor for signing, he shall return to the Owner the signed Agreements, along with all necessary Bonds and insurance.
- K. **PRE-BID CONFERENCE:** There will be a mandatory pre-bid conference for this project that will be held at the site. No bids will be accepted from bidders who have not attended the pre -bid conference.
- L. **BIDS:** Under the bidding items listed on the Contractor's Proposal, bidders shall state prices for each basis for bid given hereinafter.
1. Base Bid shall be the entire work complete in accordance with the contract documents, but not including work indicated or specified to be provided under any of the other bid items.
 2. Please note that a separate cost quotation for Contractor's Course of Construction insurance is required per General Conditions Section 2.3.6.

The basis for award will be the qualified bidder with the lowest total of the Base Bid with Course of Construction Insurance and all alternates. Alternates may be awarded in any order after determination of the lowest responsible and responsive bidder.

CONTRACTOR'S PROPOSAL

TO THE GOVERNING BOARD OF THE COUNTY OF RIVERSIDE:

Date: _____

Bidder: _____

The undersigned, having carefully examined the proposed site and the Plans and Specifications, the Notice Inviting Bids, the Instructions to Bidders, the Agreement Form, the Bond Forms, the General Conditions, hereby proposes and agrees to furnish all tools, equipment, services, apparatus, facilities, transportation, labor and materials necessary to complete the work in strict conformity with the Plans and Specifications, including all work specified in Addenda numbered and dated:

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

For the total Base Bid _____ dollars (\$ _____), including all applicable taxes, permits, licenses, **AND Course of Construction Insurance**.

(Add or Deduct state which)

Alternate 1	\$ _____	_____
Alternate 2	\$ _____	_____
Alternate 3	\$ _____	_____
Alternate 4	\$ _____	_____

And,
Cost of Contractor's Course of Construction Insurance _____ dollars (\$ _____) and deductible \$ _____.

Bids must be submitted on all items. Failure to bid on all items may result in the bid being rejected as non-responsive. The basis for award will be the qualified bidder with the lowest total of the Base Bid WITH COURSE OF CONSTRUCTION INSURANCE and all alternates. Alternates may be awarded in any order after determination of the lowest responsible and responsive bidder.

AWARD OF CONTRACT

The undersigned fully understands that a Contract is formed upon the acceptance of this Proposal by the Owner and the undersigned further agrees that upon request he will promptly execute and deliver to Owner a written memorial of the Contract together with the required Payment and Performance Bonds and proof of insurance.

BID GUARANTEE

The enclosed certified or cashier's check or bidder's bond on approved form, made payable to the Owner in the amount of ten percent of the total bid submitted herewith, is hereby given as a guarantee that the bidder will execute and deliver the above mentioned written memorial and required bonds and insurance if awarded the contract, and in the event that the undersigned fails or refuses to execute and deliver said documents, such check or bond is to be charged with the costs of the damages experienced by the Owner as a result of such failure or refusal, including but not limited to publication costs, the difference in money between the amount of the bid of the said principal and the amount for which obligee may legally contract with another party to perform the said work if such amount be in excess of the former, building lease or rental costs, transportation costs and additional salary costs that result from the delay due to the principal's default on the awarded contract. In no event, however, shall the Surety's liability exceed the penal sum hereof.

Name of Bidder: _____

Type of Organization: _____

Signed By: _____

Title of Signer: _____

Address of Bidder: _____

Telephone No.: _____

Contractor's License No.: _____

Classification: _____ Expiration Date: _____

Affix Seal
If
Corporation

LICENSURE STATEMENTS ARE MADE UNDER PENALTY OF PERJURY

If bidder is a corporation, and signer is not President or Secretary, attach a certified copy of By-Laws or resolution authorizing execution. If bidder is a corporation, affix corporate seal. If signer is an agent, attach Power of Attorney. If bidder is not an individual, list names of other persons authorized to bind the organization.

**NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND
SUBMITTED WITH BID**

State of California) ss.
County of Riverside)

_____, being first duly sworn, deposes and says:

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

Signature

Subscribed and sworn to before me this _____ day of _____, 2011.

Signature of officer administering oath

Bid Bond

KNOWN TO ALL MEN BY THESE PRESENTS, that we, the undersigned _____, as Principal; and _____, as Surety, are hereby held and firmly bound unto the County of Riverside, hereinafter called the "Owner", in the sum of _____ Dollars (\$ _____) for the payment of such sum, well and truly to be made, do hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

WHEREAS, the said Principal is herewith submitting its Proposal for the _____

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the aforesaid Principal shall be awarded the Contract upon said Proposal and shall, within the required number of days after the notice of such award, execute a written memorial of the awarded Contract and submit the required Labor and Material Payment and faithful Performance Bond and proof of insurance, then this obligation shall be null and void; and in the event that the Principal fails and/or refuses to execute and deliver said documents this Bond will be charged with the costs of the damages experienced by the Owner as a result of such refusal, including but not limited to, publication cost, the difference in money between the amount of the bid of the said Principal and the amount for which the obligee may legally contract with another party to perform the said work if such amount be in excess of the former; building lease or rental costs, transportation cost, and additional salary costs that result from the delay due to the Principal's default on the awarded Contract. In no event however, shall the Surety's liability exceed the penal sum hereof.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their separate seals this _____ day of _____, 2011; the name and corporate seal of each corporate party being hereto affixed and those present duly signed by its undersigned representative, pursuant to authority of its governing body.

(Firm Name - Principal)

(Business Address)

By _____
(Original Signature)

(Title)

(Corporation Name - Surety)

(Business Address)

By _____
(Original Signature)

Affix Seal
If
Corporation

Affix
Corporate
Seal

AGREEMENT FORM

THIS AGREEMENT, entered into this _____ day of _____, 2011, by and between _____, hereinafter called the "Contractor", and the County of Riverside hereinafter called the "Owner".

WITNESSETH: That the parties hereto have mutually covenanted and agreed as follows:

CONTRACT: The Complete Contract includes all of the Contract Documents, to wit: The Notice Inviting Bids, the Instructions to Bidders, the Contractor's Proposal, Wage Schedule, Payment and Performance Bonds, the Plans and Specifications plus any Addenda thereto, the General Conditions, the Supplementary General Conditions, if applicable and this Agreement. All Contract Documents are intended to cooperate and be complimentary so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all Contract Documents.

STATEMENT OF WORK: The Contractor hereby agrees to furnish all tools, equipment, services, apparatus, facilities, transportation, labor and materials for the **U.S. District Court Finishes**. In strict accordance with the Plans and Specifications dated August, 2011 prepared by Ruhnua Ruhnau Clarke hereinafter called the "Architect", including Addenda thereto as listed in the Contractor's Proposal, all of which are made a part hereof.

TIME FOR COMPLETION: The work shall be commenced on a date to be specified in a written order of the Ruhnau Ruhnau Clarke and shall be completed within one hundred and eighty (180) calendar days from and after said date. It is expressly agreed that except for extensions of time duly granted in the manner and for the reasons specified in the General Conditions, time shall be of the essence.

COMPENSATION TO BE PAID TO CONTRACTOR: The Owner agrees to pay and the Contractor agrees to accept in full consideration for the performance of the Contract, subject to additions and deductions as provided in the General Conditions, the sum of _____ dollars (\$ _____) being the total of the base bid plus the following addenda: ____, ____, ____. The sum is to be paid according to the schedule as provided in the General Conditions.

Pursuant to Labor Code, Section 1861, the Contractor gives the following certification: I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

IN WITNESS WHEREOF, the parties hereto on the day and year first above written have executed this agreement in four (4) counterparts.

Type of Contractor's organization: _____
If other than individual or corporation, list names of all members who have authority to bind firm.

_____, _____, _____, _____
Firm Name: _____

Address: _____

Contractor's License No.: _____

IF OTHER THAN CORPORATION EXECUTE HERE

Signature: _____

Title: _____

IF CORPORATION, FILL OUT FOLLOWING AND EXECUTE

Name of President of Corporation: _____

Name of Secretary of Corporation: _____

Corporation is organized under the laws of State of _____

Signature: _____

Title: _____

Owner: COUNTY OF RIVERSIDE

Signature: _____

Title: Chairman - Board of Supervisors

Attest: Clerk - Board of Supervisors

By: _____

Title: _____

Affix Seal
If
Corporation

PAYMENT BOND

(Public Work - Civil Code Section 3247 et seq.)

The makers of this Bond are _____ as Principal and Original Contractor and _____, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract dated _____, 2011 between Principal and County of Riverside, a public entity, as owner, for _____ dollars (\$ _____) the total amount payable. THE AMOUNT OF THIS BOND IS 100% OF SAID SUM. Said contract is for public work of: _____

The beneficiaries of this Bond are as is stated in 3248 of the Civil Code and the requirements and conditions of this Bond are as is set forth in Sections 3248, 3249, 3250 and 3252 of said Code. Without notice, Surety consents to extension of time for performance, change in requirements, amount of compensation, or prepayment under said Contract.

Signed and Sealed this _____ Day of _____ 2011

(Firm Name - Principal)

(Business Address)

By: _____
(Signature - Attach Notary's Acknowledgment)

(Title)

(Corporation Name - Surety)

(Business Address)

By: _____
(Signature - Attached Notary's Acknowledgment)

ATTORNEY-IN-FACT
(Title-Attach Power of Attorney)

Affix Seal
if
Corporation

Affix
Corporate
Seal

PERFORMANCE BOND

The makers of this Bond, _____, as Principal, and _____ as Surety, are held and firmly bound unto County of Riverside, hereinafter called the Owner, in the sum of _____ Dollars (\$_____) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, that whereas the Principal entered into a certain contract, hereto attached, with the Owner, dated _____, 2011 for _____

Now therefore, if the Principal shall well and truly perform and fulfill all the undertakings covenants, terms, conditions and agreements of said Contract during the original term of said Contract and any extension thereof that may be granted by the Owner, with or without notice to the Surety, and during the file of any guarantee required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said Contract that may thereafter be made, then this obligation to be void, otherwise to remain in full force and virtue. Without notice, Surety consents to extension of time for performance, change in requirements, change in compensation or prepayment under said Contract.

Signed and Sealed this _____ Day of _____, 2011.

(Firm Name - Principal)

(Business Address)

Affix Seal
if
Corporation

By: _____
(Signature - Attach Notary's Acknowledgment)

(Title)

(Corporation Name - Surety)

(Business Address)

Affix
Corporate
Seal

By: _____
(Signature - Attach Notary's Acknowledgment)

ATTORNEY-IN-FACT
(Title-Attach Power of Attorney)

**CONTRACTOR'S CERTIFICATE
REGARDING WORKERS' COMPENSATION**

Labor Code Section 3700

Every employer, except the State and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

- (b) By securing from the Director of Industrial Relations, a Certificate of Consent to Self-Insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees

I am aware of the provisions of Section 3700 of the Labor Code which requires 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 this Contract.

Principal

Principal

Title

(In accordance with Article 5 [commencing at Section 1860], Chapter, Part 7, Division 2 of the Labor Code, the above Certificate must be signed and filed with the Owner prior to performing any work under this Contract.)

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GENERAL CONDITIONS OF THE CONTRACT

ARTICLE 1

GENERAL PROVISIONS

1.1

DEFINITIONS

THE CONTRACT DOCUMENTS - The Contract Documents consist of the Contract, the Performance Bond and Payment Bond and any other bond required by the Contract, the drawings, the specifications, addenda issued prior to execution of the Contract, and all modifications thereto.

THE CONTRACT - The Contract Documents form the Contract. The Contract represents the entire and integrated agreement between the parties hereto, and supersedes all prior negotiation, representations, or agreements, either written or oral, including the bidding documents.

ACT OF GOD - An Act of God is an earthquake of magnitude 4.5 or greater on the Richter scale, flood, tornado, or other cataclysmic phenomenon of nature, or rain, snowstorm, windstorm, high water, or other natural phenomenon in excess of the normal as established by National Oceanic and Atmospheric Administration weather data.

ACCEPTANCE - Acceptance is when the County determines all of the Contract requirements have been completed. Execution of the Notice of Completion will signify acceptance. A copy of the Notice of Completion will be sent to the Contractor after execution by the County. Upon receipt of the Notice of Completion, the Contractor will be relieved of the duty of protecting the work, and the County will initiate final settlement and payment.

ARCHITECT - The use of the term Architect shall mean the individual, partnership, corporation, association or joint venture contracted by the County for the design of this Work, as designated on the title sheet of these specifications and Contract Documents.

BENEFICIAL OCCUPANCY - The right of the County to occupy all or any portion of the project prior to final Acceptance of the Work. Such occupancy does not constitute acceptance or completion by the Contractor of the Work or any portion thereof, nor will it relieve the Contractor of the responsibility for correcting defective work or materials found at any time before Acceptance of the Work.

COUNTY - The term County when used herein shall mean the Board of Supervisors of the County of Riverside, a political subdivision of the State of California.

CHANGE ORDER - A Change Order is the document issued by the County authorizing any change or adjustment to the Contract Documents in accordance with Article 19 of this Contract.

CONTRACT DRAWINGS - "Contract drawings" or "drawings" means and includes (a) all drawings which have been prepared on behalf of the County and are included in the Contract Documents and all clarification drawings issued by notice to the bidders thereto; (b) all drawings submitted pursuant to the terms of the Contract by the Contractor to the County during the progress of the Work, which are accepted by the County.

CONTRACTOR'S AGENT - The representative of the Contractor, approved by the County, who shall be present at the Work and be authorized to receive and act upon instructions from the County and to execute and direct the Work on behalf of the Contractor.

CONTRACTOR - When used herein, Contractor means the prime or principal Contractor licensed to perform work in the State of California, including all joint ventures. References to subcontractor or others are only for convenience and all such references shall be considered to refer to the Contractor. The prime or principal Contractor shall be responsible for all subcontractors, and all subcontractors shall require their subcontractors to comply with the relevant provisions of the prime or principal contract.

CRITICAL PATH METHOD(CPM) - "Critical Path Method" is a schedule technique.

DAY - The use of "day" herein means calendar day and shall include every day including Saturdays, Sundays, and legal holidays.

DIRECTOR - The use of "Director" shall mean the Director of Department of Facilities Management of the County or his designated representative.

INSTALL - When used herein, "install" shall mean the complete installation, in place, of any item, equipment or material.

MATERIAL - Material shall be construed to include machinery, equipment, manufactured articles, or construction such as form work, fasteners, etc., and any other classes of material to be furnished in connection with the Contract. All materials shall be new.

NOTICE OF COMPLETION - The Notice of Completion ("NOC") shall be issued at that point in the Contract when the Contractor has completed all Work required in the Contract Documents. The time for issuance shall be determined by the County through a final inspection. The NOC shall be issued by the Board of Supervisors.

NOTICE TO PROCEED - The Notice to Proceed is the written notification from the County giving the Contractor notice to commence with the Work. The Notice to Proceed will specify the start date for the Work and the completion date.

REQUEST FOR INFORMATION - (RFI) The form and procedure established for communication between the Contractor and the County to clarify or interpret the Contract Documents.

REQUEST FOR QUOTATION - (RFQ) A document consisting of supplemental details, instruction, or information issued by the Architect, through the County, for the purpose of obtaining price quotations for possible changes in the Work.

SHALL - When used herein, "shall" means anything, which is mandatory to be performed by the Contractor.

SPECIFICATIONS - The term "Specifications" means that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work.

SUBCONTRACTOR - The term "Subcontractor" means a person or firm that has a contract with Contractor or with another subcontractor to perform a portion of the Work. Unless otherwise specifically provided, the term Subcontractor includes Subcontractors of any tier, suppliers, manufacturers, and distributors. The term Subcontractor is referred to throughout the Contract Documents as if singular in number.

WORK - The term "Work" comprises the services and materials required by the Contract Documents, as may be amended, and includes all labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.

1.2 AUTHORITIES AND LIMITATIONS

1.2.1 The Board of Supervisors alone have the power to bind the County and to exercise the rights, responsibilities, authorities, and functions vested therein by the Contract Documents, except that they shall have the right to designate authorized representatives to act for them.

1.2.2 Neither the Contract, nor any part thereof, nor moneys due or to become due there under may be assigned by the Contractor without the prior written approval of the County; with the exception of the assignments to County which may be required under the terms of this Contract.

1.3 LEGAL REQUIREMENTS

1.3.1 Contractor shall keep informed of, and comply with, all federal, state and county laws, ordinances, rules, and regulations applicable to the Work or to those engaged or employed in the Work of this Contract, especially (but not limited to) those laws relating to hours of employment, prevailing wages, payment of wages, sanitary and safety conditions for workers, workers' compensation insurance, type and kind of materials that can be used, non-discrimination in employment and affirmative action programs. Failure to identify a specific provision in these Contract Documents shall not excuse the Contractor from complying with such applicable statutory requirements.

1.3.2 If conflict arises between provisions of the Contract Documents and any such laws, rules, or regulations, the Contractor shall notify the County at once in writing. If, before receiving clarification, Contractor performs any portion of the Work affected by such apparent conflict, such performance shall be at Contractor's own risk. Contractor shall not be entitled to any additional compensation or time by reason of the conflict or its later correction.

1.3.3 All work and materials shall be in full accordance with the latest applicable (or otherwise noted) codes, rules, and regulations including, but not limited to, the following:

- .Uniform Building Code
- .Uniform Plumbing Code
- .Uniform Mechanical Code
- .Uniform Fire Code
- .State Fire Marshal
- .State Industrial Accident Commission's Safety Orders
- .Rules of Local Utilities

1.3.4 Nothing in the specifications is to be construed to permit work not conforming to the above, and expense incurred complying with the above shall be borne by the Contractor. Whenever the specifications and working details require higher standards than those required by the ordinances, codes and statutes, the specifications and working details shall take priority over the ordinances, codes and statutes.

1.3.5 In submitting a bid on this public works projects, or any subcontractor agreeing to supply goods, services, or materials, and entering a contract pursuant thereto, the contractor and/or subcontractor do offer and agree to assign the County 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. Section 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 acknowledgement by the parties.

1.4 STANDARD REFERENCES

1.4.1 All documents and publications (such as, but not limited to, manuals, handbooks, codes, standards, and specifications) which are cited in this Contract for the purpose of establishing technical (non-administrative) requirements applicable to equipment, materials, or workmanship under this Contract, shall be deemed to be incorporated herein as though fully set forth.

1.4.2 Whenever reference is made to any particular document or publication, the Contractor shall comply with the requirements set out in the edition specified in this Contract, or if not specified, the latest edition or revision thereof, in effect on the date of the solicitation of bid on this project, except as modified by, as otherwise provided in, or as limited to type, class, or grade, in the specifications of this Contract.

1.5 PERMITS, LICENSES, FEES & TAXES

1.5.1 COUNTYS RESPONSIBILITIES

- a. The County will apply for all plan checks and will apply for and obtain the Building Permit(s), the Grading Permit and Construction Permits required by the County of Riverside, paying all fees in connection therewith.
- b. The County will furnish, at no expense to the Contractor, all on-site inspection of the Work and will arrange and pay for off-site inspection only as noted in the Contract Documents.

1.5.2 CONTRACTOR'S RESPONSIBILITIES

- a. The Contractor shall obtain and pay for all other permits and licenses required for the Work, including excavation permit and for plumbing, mechanical and electrical work and for operations in or over public streets or right of way under jurisdiction of public agencies other than the County.
- b. Exclusive of off-site inspection specified herein to be the County's responsibility, the Contractor shall arrange and pay for all off-site inspection of the Work, including certification, required by the specifications, drawings, or by governing authorities.
- c. Before Acceptance of the project by the County, the Contractor shall submit all licenses, permits, and certificates of inspection to the County.

1.6 SEPARATE CONTRACTS

1.6.1 The County reserves the right to perform work related to this project with its own forces, and to award separate contracts in connection with other portions of the project or other work on the site. The Contractor shall cooperate with others in the prosecution of all work and shall not interfere with material, appliances or workmen of the County or any other contractor engaged by the County at the site of the Work. In case of disagreement regarding such use, the matter shall be referred to the County whose decision relative to said use shall govern.

1.6.2 The Contractor shall afford the County and separate contractors reasonable opportunity for the introduction and

storage of their materials and equipment and the execution of their work, and shall properly connect and coordinate Contractor's Work with theirs.

1.6.3 If any part of the Contractor's Work depends for proper execution or results upon the work of the County or any separate contractor, the Contractor shall inspect and promptly report to the County any discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of the Contractor to so inspect and report shall constitute an acceptance of the County's or the separate contractor's work as fit and proper to receive the Work, except as to defects which may develop in the other separate contractor's work after the execution of the Contractor's Work.

1.6.4 Should the Contractor cause damage to the work or property of any separate contractor on the Project, the Contractor shall, upon due notice, settle with such other contractor by agreement, if both will so settle. If such separate contractor sues the County because of any damage alleged to have been so sustained, the Contractor agrees to indemnify and defend the County in such proceedings with the County retaining the right to select and hire independent counsel for the County paid by the Contractor.

1.6.5 Any cost caused by defective or ill-timed work shall be borne by the party responsible therefore.

1.7 COUNTY'S AUTHORIZED REPRESENTATIVE, INSPECTOR(S), & ARCHITECT

1.7.1 AUTHORIZED REPRESENTATIVE

The County shall designate a representative during the Work, who shall have the right to be present at the job site during construction and shall supervise any additional representatives appointed by the County.

1.7.2 INSPECTOR(S)

The Inspector(s) shall have the right to observe the installation of all materials and equipment to be incorporated into the Work and the placing of such material and equipment to determine in general if the Work is proceeding in accordance with the Contract Documents. The Inspector(s) is not authorized to make changes in the Contract Documents. On the basis of his observations, he shall keep the County informed as to the progress of the Work. The Inspector shall not be responsible for means, methods, techniques, sequences, or procedures of construction nor for safety precautions and programs in connection with the Work. Nor will the inspector be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

1.7.3 ARCHITECT

- a. The County has retained an Architect for this project. The Architect will advise and consult with the County, and the County will issue instructions to the Contractor. The Architect will be requested to interpret the requirements of the Contract. When requested by the County, the Architect will, within a reasonable time, render such interpretations as he may deem necessary for the proper execution of the Work.
- b. The Architect will make periodic visits to the job site to familiarize himself generally with the progress and quality of the Work and to determine in general whether the work is proceeding in accordance with the Contract Documents. Based on such observations he will recommend approval of applications for progress payments made by Contractor. The Architect shall not be responsible for means, methods, techniques, sequences, or procedures of construction nor for safety precautions and programs in connection with the Work. Nor will the Architect be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

ARTICLE 2 BONDS AND INSURANCE

2.1 BIDS OF \$25,000 OR LESS

2.1.1 If the total amount bid on the Work is \$25,000 or less, the payment bond and performance bond are not required, provided that one payment of all compensation shall be made following Acceptance of all work.

2.2 BONDS

2.2.1 GENERAL REQUIREMENTS

a. Before commencing any Work under this Contract, the Contractor shall file four of each bond with the County. These bonds shall be in the amounts and for the purposes specified below. They shall be surety bonds issued by:

- (1) Either a California Admitted Surety OR a current Treasury Listed Surety (Federal Register).

And

- (2) Either a current A.M. Best A VIII rated Surety OR an admitted surety insurer which complies with the provisions of the Code of Civil Procedure, § 995.660.

b. Should any surety or sureties upon said bonds or any of them become insufficient, Contractor shall renew said bond or bonds with good and sufficient sureties within ten (10) calendar days after receiving notice from the County that the surety or sureties are insufficient. Cost of bonds shall be included in the bid price.

2.2.2 PERFORMANCE BOND

The successful bidder shall deliver to the County an executed Performance Bond on the attached form in an amount equal to 100% of the accepted bid as security for the faithful performance of the Contract.

2.2.3 PAYMENT BOND

The successful bidder shall deliver to the County an executed Payment Bond on the attached form in an amount equal to 100% of the accepted bid as security for the payment of all persons performing labor and furnishing materials in connection with the Work.

2.3 INSURANCE

2.3.1 GENERAL REQUIREMENTS

Before commencing this Work under the Contract, and without limiting or diminishing CONTRACTOR'S obligation to indemnify and hold the COUNTY harmless, the Contractor shall procure and maintain, or cause to be maintained at its sole cost and expense, the following insurance coverages during the term of this Contract.

2.3.2 WORKERS' COMPENSATION INSURANCE

Contractor shall secure Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the

State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. Policy shall be endorsed, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement, and contain a Waiver of Subrogation in favor of the County of *Riverside*. Pursuant to Section 3700 of the Labor Code of the State of California, Contractor shall file with the County before commencing the Work the following signed certification:

"I am aware of the provisions of Section 3700 of the Labor Code, which requires 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 shall comply with such provisions before commencing the performance of the Work of this Contract."

2.3.3 COMMERCIAL GENERAL LIABILITY

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products/completed operations if applicable, personal and advertising injury – which may arise from or out of CONTRACTOR'S operations, use, and management of the premises, or the performance of its obligations hereunder. Policy shall name the County of Riverside—it's Director's, Officers, special Districts, Board of Supervisors, employees, agents or representatives as Additional Insured, and contain a Waiver of Subrogation in favor of the County of Riverside. Policy limits shall not be less than \$1,000,000 per occurrence combined single limits. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall also contain coverage for \$5,000 Medical Payments coverage per accident, per person, and Fire Legal Liability in an amount not less than \$50,000.

2.3.4 VEHICLE LIABILITY

If CONTRACTOR'S vehicles or licensed mobile equipment are used on County property, or used in any manner on behalf of the County, CONTRACTOR shall maintain auto liability insurance for all owned, non-owned and hired automobiles in an amount not less than \$1,000,000 per occurrence combined single limit, \$2,000,000 in the aggregate. Policy shall name the County of Riverside, its Director's Officers, Special Districts, Board of Supervisors, employees, agents, or representatives as Additional Insured, and provide a Waiver of Subrogation in favor of the County of Riverside.

2.3.5 PROPERTY (PHYSICAL DAMAGE)

All-Risk property insurance coverage for the full replacement value of all CONTRACTOR'S equipment, improvements/alterations, temporary structures, and systems (Care, Custody, and Control of CONTRACTOR) used on COUNTY property, or used in any way connected with the accomplishment of the Work performed in this contract.

2.3.6 COURSE OF CONSTRUCTION INSURANCE

CONTRACTOR shall provide All Risk Builder's Risk (Course of Construction) insurance, including earthquake and flood if in an earthquake or flood zone (required on financed or bond financing arrangements), covering the COUNTY, the CONTRACTOR and every subcontractor of every tier for the entire project including property to be used in the construction of the project while such property is at off site storage locations or while in transit. Policy shall include coverage for collapse, faulty workmanship, debris removal, expediting expense, Fire Department Service charges, valuable papers and records, trees, grass, shrubbery and plants. If scaffolding, falsework and temporary buildings are insured separately by the CONTRACTOR or others, evidence of such separate coverage shall be provided to COUNTY prior to the start of the work. Policy shall be written on a completed value form. Policy shall also provide coverage for temporary structures (onsite offices,

etc.), fixtures, machinery and equipment being installed as part of the construction project. (The Base Bid including course of construction insurance shall be used for determination of lowest bid, unless otherwise stated in the bid form.)

CONTRACTOR shall provide a bid price with Course of Construction insurance as outlined herein, and shall also separately provide the cost of the Course of Construction insurance and deductible; and shall declare all terms, conditions, coverages and limits upon request of COUNTY. COUNTY RETAINS THE RIGHT TO CHOOSE TO USE ITS OWN COURSE OF CONSTRUCTION PROGRAM. If the COUNTY program is chosen, CONTRACTOR shall assume the cost of any and all applicable policy deductibles (currently \$50,000 per occurrence), and shall insure its own machinery, equipment, tools, etc., from any loss of any nature whatever. If COUNTY elects the CONTRACTOR's All Risk Builder's Risk Program, CONTRACTOR shall be responsible for any and all policy deductibles.

2.3.7 GENERAL INSURANCE PROVISION – ALL LINES:

- a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California unless waived, in writing, by the County Risk Manager. Carrier(s) shall have an A.M. BEST rating of not less than an A:VIII. Insurance deductibles or self-insured retentions must be declared by the carrier(s), and such deductibles and retentions shall have the prior written consent from the County Risk Manager. At the election of the Risk Manager, carriers shall provide written notification, and shall either 1) reduce or eliminate such deductibles or self-insured retentions, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses. If no written notice is received from the County Risk Manager within ten (10) days of the acceptance of agreement, then such deductibles or self-insured retentions shall be deemed acceptable.
- b. Cause its insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, or 2) if requested to do so in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. The County of Riverside, its Director's and Officers, Special Districts, Board of Supervisors, elected officials, employees, agents or representatives are named as Additional Insureds. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that shall provide no less than thirty (30) days written notice be given to the County of Riverside prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. **CONTRACTOR shall not take possession, or use the Premises, or commence operations under this Agreement until the County of Riverside has been furnished original Certificate(s) of Insurance and certified original copies of Endorsements or policies of insurance including all Endorsements and any and all other attachments as required in this Section. The original Endorsements for each policy and the Certificate of Insurance shall be signed by an individual authorized by the insurance carrier to do so on its behalf.**
- c. It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary, and the COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

The County of Riverside's Reserved Rights-Insurance. The County of Riverside reserves the right to adjust the monetary limits of insurance coverage's during the term of this agreement or any extension thereof-if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR becomes inadequate.

- d. CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of sub-consultants working under this Agreement.

2.4 INDEMNITY AND HOLD HARMLESS

- 2.4.1 CONTRACTOR agrees to and shall indemnify and hold the COUNTY-its officers, employees and agents free and harmless from any and all claims, actions, damages and liabilities of whatsoever kind and nature arising from death, personal injury, property damage or other cause asserted or, based upon any negligent act or omission of CONTRACTOR, its employees, agents, invitees, or any subcontractor of CONTRACTOR relating to or in any way connected with the accomplishment of the work or performance of services under this Agreement, regardless of the existence or degree of fault or negligence on the part of the COUNTY or any officer or employee of said COUNTY, other than the sole active negligence or willful misconduct of COUNTY-its Directors and Officers, Special Districts, Board of Supervisors, elected officials, employees, agents or representatives. As part hereto of the foregoing indemnity CONTRACTOR agrees to protect and defend at its own expense, including attorneys' fees the COUNTY-its Directors and Officers, Specials Districts, Board of Supervisors, elected officials, employees, agents or representatives from any and all legal action based upon any acts or omissions, as stated hereinabove, by any person or persons.
- 2.4.2 If any such claim, action, or proceeding is brought against County or County's officers, agents, employees, or independent contractors, Contractor, upon notice from County, shall defend the same at Contractor's expense by counsel satisfactory to County.
- 2.4.3 County shall promptly notify Contractor of any claim, action, or proceeding against County or County's officers, agents employees, independent contractors, and consultants relating to the performance, or omission to perform, any term or condition of this Contract. County shall cooperate fully in the defense of such claim, action, or proceeding.
- 2.4.4 County shall not be liable or responsible for any accident, loss or damage occurring to the Work prior to the completion and Acceptance of same, unless otherwise specifically agreed to at the time of occupancy by the County.

ARTICLE 3 SITE CONDITIONS

3.1 DIFFERING SITE CONDITIONS

- 3.1.1 The Contractor shall have reviewed and ascertained pertinent local conditions such as location, accessibility, and general character of the site and satisfy himself as to the conditions under which the Work is to be performed. No claim for allowances shall be made because of Contractor's error or negligence in acquainting himself with the conditions at the site.
- 3.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by County. The Contractor shall promptly report in writing to County any errors, inconsistencies, or omissions in the Contract Documents or inconsistencies with applicable code requirements observed by Contractor.

- 3.1.3 If Contractor performs any construction activity which it knows or should know involves an error, inconsistency, or omission without notifying and obtaining the written consent of County, Contractor shall be responsible for the resultant losses, including, without limitation, the costs of correcting defective work.
- 3.1.4 The County will furnish surveys necessary to properly locate the property and establish the boundaries thereof with general reference points as well as to enable the Contractor to proceed with the Work.
- 3.1.5 The Contractor shall provide competent engineering services to lay out the Work and all parts thereof and to establish all grades and elevations in accordance with the Contract requirements. He shall verify the figures shown on the survey and approach drawings before undertaking any construction work and shall be responsible for the accuracy of the finished work.
- 3.1.6 The Contractor shall protect and preserve established bench marks and monuments and shall make no changes in locations without the written approval of the County. Any bench marks or monuments that are lost or destroyed shall be replaced by the Contractor subsequent to notification and approval from County.

3.2 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK

- 3.2.1 The Contractor acknowledges by submission of his/her bid that he has satisfied himself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including any exploratory work deemed necessary by the Contractor. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating the difficulty and cost of successfully performing the Work, or for proceeding to successfully perform the Work without additional expense to the County.

3.3 DIMENSIONS AND MEASUREMENTS

- 3.3.1 All dimensions shown for existing conditions and all dimensions required for work that is to connect with work now in place, shall be verified and calculated by the Contractor by actual measurement of the existing work. Any discrepancies between the Contract Documents and the existing conditions shall be referred to the authorized representative of the County before any work affected thereby has been performed. Failure to notify the County before starting work will be considered acceptance by the Contractor. Where doubts as to dimensions exist, County shall determine the correct dimensions.

ARTICLE 4 SPECIFICATIONS AND DRAWINGS

4.1 GENERAL PROVISIONS

4.1.1 SUBDIVISIONS

For convenience, the specifications are arranged into several sections, but such separation shall not be considered as the limits of the work required of any separate trade. The terms and conditions of such limitations are wholly between the Contractor and his subcontractors. Requirements contained in any section are required as if contained in all sections and are the responsibility of the Contractor. The Contractor, prior to awarding subcontracts, will assure the Work required as a whole has been coordinated among the subcontracts.

4.1.2 RECORD DOCUMENTS

- a. The Contractor shall keep on the Work site a copy of the awarded construction documents (drawings and specifications) and shall at all times give the County and Architect access thereto.

- b. The Contractor will be given one set of drawings and specifications which shall be kept at the site of the Work at all times and updated weekly. Payment may be withheld if drawings are not kept current. Exact locations of all pipes and conduits and all changes in construction and details shall be indicated and dimensions provided upon these drawings, and all changes in materials and equipment installed shall be indicated in these specifications. Upon completion and prior to Acceptance of the Work, a final reproducible (transparencies) set of project record documents and specifications shall be submitted to the County by the Contractor. County will furnish a set of reproducibles.
- c. The working details will indicate dimensions, position, and kind of construction, and the specifications, qualities, and methods. Any Work indicated on the working details and not mentioned in the specifications, or vice versa, shall be furnished as though fully set forth in both. Work not particularly detailed, marked, or specified shall be the same as similar work that is detailed, marked, or specified.
- d. In case of discrepancy in the documents, the matter shall be promptly submitted to the County, who shall make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The County shall furnish from time to time such detailed information as considered necessary to clarify the Work.
- e. Where the word "similar" occurs on the drawings, it shall have a general meaning and not be interpreted as meaning identical, and all details shall be worked out in relation to their location and their connection with other parts of the work.
- f. Standard details or specification drawings are applicable when listed, bound with specifications, noted on the drawings or referenced elsewhere in the specifications. Where the notes on the drawings indicate modifications, such modifications shall govern.
- g. All drawings, specifications and copies thereof furnished to the Contractor are the property of the County and shall not be used on other work without its consent. Upon completion of this project, all copies of the drawings and specifications shall be returned to the County.

4.2 SUMMARY OF THE ORDER OF THE PROCEDURE

4.2.1 In case of conflicts between the Contract Documents, the order of precedence shall be as follows:

- 1) Modifications or changes last in time are first in precedence.
- 2) Addenda.
- 3) County-Contractor agreement.
- 4) General Conditions except for specific modifications thereto stated in the Supplementary Conditions.
- 5) Supplementary Conditions.
- 6) Division One Specifications.
- 7) Division Two through Sixteen Specifications.
- 8) Drawings - as between figured dimensions given on drawings and the scaled measurements, the figured dimension shall govern; as between large-scale drawings and small-scale drawings, the larger scale shall govern.
- 9) Structural drawings
- 10) Architectural drawings.
- 11) As between detailed drawings and typical details bound within the specifications, the detailed drawings govern.

- 12) In the event provisions of codes, safety orders, contract documents, referenced manufacturer's specifications or industry standards are in conflict, the more restrictive and higher quality shall govern.
- 13) Schedules shown on the drawings take precedence over conflicting information given on other drawings.
- 14) Mechanical drawings.
- 15) Electrical drawings.

4.3 CLARIFICATIONS/REQUEST FOR INFORMATION AND ADDITIONAL INSTRUCTIONS

4.3.1 NOTIFICATION BY CONTRACTOR

- a. Should Contractor discover what he perceives to be conflicts, omissions, or errors in the Contract Documents, or have any question concerning interpretation or clarification of the Contract Documents, or if it appears that the work to be done or any matters relative thereto are not sufficiently detailed or explained in the Contract Documents, then, before proceeding with the work affected, Contractor shall notify County's authorized representative in writing, and request interpretation, clarification, or additional detailed information concerning the work. The Contractor shall ask for the clarification (Request for Information) immediately upon discovery but no less than 14 calendar days prior to the start date of the activities related to the clarification, based on the latest updated version of the accepted Progress Schedule. County, whose decision shall be final and conclusive, shall resolve such questions and issue instructions to Contractor. Should Contractor proceed with work affected before receipt of instructions from County, Contractor shall remove and replace or adjust work which is not in accordance with the instructions from County and shall be responsible for resultant damage, defect or added cost. In event of failure to agree as to scope of Contract requirements, Contractor shall follow the procedure set forth in the DISPUTES article.
- b. The Contractor shall not be entitled to any compensation for delays, disruptions, inefficiencies or additional administrative effort caused by the Contractor's untimely review of the Contract Documents for potential conflicts, omissions, discrepancies or ambiguities.
- c. County may charge back to the Contractor, time and expense associated with RFI's, as may be reasonably determined by the County to be unnecessary.

4.3.2 ADDITIONAL DETAILED INSTRUCTIONS

- a. The County may furnish additional detailed written instructions on any Request for Information to further explain the Work. If in the opinion of Contractor, the additional detailed instructions constitute work in excess of the scope of the Contract, he must submit written notice thereof immediately to the County, but no later than seven (7) calendar days following receipt of such instruction(s), and in any event prior to commencement of work thereon. The Contractor shall not be entitled to additional compensation due to any additional instructions unless the Contractor shall have given the appropriate written notice. County will then consider such notice and, if in its judgment it is justified, the County instructions will be revised or extra work shall be authorized by Change Order. In the event of a dispute hereunder, attention is directed to the DISPUTES article.

ARTICLE 5 SHOP DRAWINGS AND SUBMITTALS

5.1 SHOP DRAWINGS, PRODUCT DATA, COORDINATION DRAWINGS AND SCHEDULES

- 5.1.1** Shop drawings are drawings submitted to the County by the Contractor showing detail of the proposed fabrication and assembly of structural elements and the installation (i.e., form, fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, fabrication, erection and setting drawings, manufacturers' scale drawings, wiring and control diagrams, cuts or entire catalogs, pamphlets, and performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the Work required by the Contract. The County may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this Contract.
- 5.1.2** The Contractor shall coordinate all shop drawings and review them for accuracy, completeness, and compliance with Contract requirements, and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the County without evidence of the Contractor's approval shall be returned for resubmission. The Architect will indicate review for compliance of the shop drawings, and if not in compliance as submitted, shall indicate the reasons therefore. Any work done before such review shall be at the Contractor's risk. Review by the Architect shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this Contract, except with respect to variations described and approved in accordance with paragraph 5.1.3.
- 5.1.3** If shop drawings show any variations from the Contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Architect approves any such variation, no change in time or price will be allowed for Contractor changes. Should the Architect make changes on the shop drawings which affect time and/or cost, the Contractor will immediately notify the County with a Request for Information. If the Contractor fails to issue the Request for Information within seven (7) calendar days from receipt of the returned shop drawing, the Contractor shall have waived his right to any potential Change Order.
- 5.1.4** The Contractor shall submit shop drawings, coordination drawings, and schedules for review as required by the Contract Documents. The Contractor will provide a submittal schedule listing all shop drawings and submittals, the submission dates by the Contractor, and return dates from the Architect. This schedule will be provided fourteen (14) calendar days after the Notice to Proceed.
- 5.1.5** Shop drawings and schedules, other than catalogs, pamphlets, and similar printed material, shall be submitted with one reproducible plus one copy.
- 5.1.6** Each shop drawing or coordination drawing shall have a blank area 4 by 4 inches located adjacent to the title block. The title block shall display the following:
- 1) Number and title of drawing
 - 2) Date of drawing or revision
 - 3) Name of project building or facility
 - 4) Name of Contractor and (if appropriate) name of subcontractor submitting drawings
 - 5) Clear identity of contents and location on the work
 - 6) Project title and project number
 - 7) Submittal number
- 5.1.7** Unless otherwise provided in this Contract or otherwise directed by County, shop drawings, coordination drawings, and schedules shall be submitted to the Architect with a letter, sufficiently in advance of construction requirements to permit no less than twenty (21) calendar days for checking and appropriate action.

5.2 SAMPLES

- 5.2.1** After the award of the Contract, the Contractor shall deliver samples required by the specifications to the County for approval. The Contractor shall prepay any shipping charges. Any materials or equipment for which samples are required shall not be used in the Work until reviewed by County.
- 5.2.2** Each sample shall have a label indicating:
- 1) Name of project building or facility, project title, and project number.
 - 2) Name of Contractor and, if appropriate, name of subcontractor.
 - 3) Identification of material or equipment with specification requirement.
 - 4) Place of origin.
 - 5) Name of manufacturer and brand (if any).
 - 6) Identify by specification section.
- 5.2.3** Samples of finished materials shall have additional markings that will identify them in reference to the finish schedules.
- 5.2.4** The Contractor shall mail a letter in triplicate under separate cover submitting each shipment of samples and containing the information required in paragraph 5.2.2. He shall enclose a copy of this letter with the shipment and send a copy to the County representative on the project. Approval of a sample shall be only for the characteristics or use named in such review and shall not be construed to change or modify any Contract requirement. Substitutions will not be permitted unless they are approved under paragraph 5.3.
- 5.2.5** Approved samples not destroyed in testing will be sent to the County. Approved samples of hardware in good condition will be marked for identification and may be used in the Work. Materials and equipment incorporated in the Work shall match the approved samples. Other samples not destroyed in testing or not approved will be returned to the Contractor at his expense if so requested at time of submission.
- 5.2.6** Failure of any material to pass the specified tests will be sufficient cause for refusal to consider any further samples of the same brand or make of that material or equipment under this Contract.
- 5.2.7** Samples of various materials or equipment delivered on the site or in place, may be taken by the County for testing. Samples failing to meet Contract requirements will automatically void previous approvals of the items tested. The Contractor shall replace such materials or equipment found not to have met Contract requirements, or there shall be a proper adjustment of the Contract price as determined by the County.
- 5.2.8** Unless otherwise specified, when tests are required, only one test of each sample proposed for use will be made at the expense of the County. Samples which do not meet specification requirements will be rejected. Requests for testing of additional samples by Contractor may be made by the County at the expense of the Contractor.

5.3 SUBSTITUTIONS

- 5.3.1** Wherever the name, or brand, or manufacturer of an article is specified in the Contract Documents, it is used as a measure of quality and utility or a standard. Except in those instances where the product is designated to match others presently in use, specifications calling for a designated material, product, thing or service by specific brand or trade name shall be deemed to be followed by the words "or equal" so that bidders may propose any equal material, product, thing or service in their bid. If the Contractor desires to use any other brand or manufacturer of equal quality and utility to that specified, he shall list definite particulars of that which he considers equivalent to the specified item in his bid. The Contractor shall have thirty-five (35) days after the award of the Contract for submission of data substantiating substitution of "equal" items. The County will then determine whether or not the proposed name brand or article is equal in quality and utility to that specified in the Contract Documents, and its written decision shall be final.

- 5.3.2 No proposal will be considered unless accompanied by complete information and descriptive data necessary to determine the equality of the offered materials, articles, or equipment. Samples shall be provided when requested by the County.
- 5.3.3 The burden of proof as to the comparative quality or suitability of the offered materials, articles, or equipment shall be upon the Contractor. The County shall be the sole judge as to such matters. In the event that the County rejects the use of such alternative materials, articles, or equipment, then one of the particular products designated by brand name in the specifications shall be furnished.
- 5.3.4 The County will examine Contractor's submittals with reasonable promptness. Return of the submittals to the Contractor shall not relieve the Contractor from responsibility for deviations and alternatives from the Contract Documents nor shall it relieve him from responsibility for errors in the submittals. A failure by the Contractor to identify, in his letter of transmittal, material deviations from the Contract Documents shall void the submittal and any action taken thereon by the County. When specifically requested by the County, the Contractor shall resubmit such shop drawing(s), descriptive data, and samples as may be required.
- 5.3.5 If any mechanical, electrical, structural, or design revisions are required for the proper installation and fit of alternative materials, articles, or equipment, or because of deviations from the Contract Documents, such changes shall not be made without the consent of the County's authorized representative, and shall be made without additional cost to the County, such costs, including the fees of the Architect, to be borne by the Contractor.

ARTICLE 6 SCHEDULES

6.1 CONSTRUCTION SCHEDULE

- 6.1.1 The Contractor shall prepare and submit to the County a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the salient features of the work (including acquiring materials and equipment). The schedule shall be in the form of a CPM (critical path method) schedule, of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. The scheduled completion date shall be the same as the contractual completion date, for the initial schedule and subsequent updates. Any proposed early completion date shall show the difference between that date and the contract completion date as Float, which shall belong to both the County and Contractor.
- 6.1.2 If, in the opinion of the County, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, without additional cost to the County. The Contractor shall submit any supplementary schedule or schedules in CPM form as the County deems necessary to demonstrate how the approved rate of progress will be regained.
- 6.1.3 All schedule updates must accurately reflect the as-built schedule. There shall be no change to the Critical Path without the County's written consent.

ARTICLE 7 TIME, LIQUIDATED DAMAGES AND EXTENSIONS

7.1 TIME OF WORK

The Contractor shall commence work on this project immediately upon receipt of the written Notice to Proceed and shall perform the work diligently to completion within the number of calendar days specified in the

Contract. Neither site access nor physical work shall be commenced before the Contract is fully executed, and bonds, insurance and the schedule are submitted as required by the Contract Documents. No work shall be done on Saturday, Sunday and holidays and no work shall be performed outside of normal working hours without the prior written consent of the County, unless required by these Specifications. See: Working Hours.

7.2 LIQUIDATED DAMAGES

If the Work is not completed within the time required, damage will be sustained by the County. It is and will be impracticable and extremely difficult to ascertain and determine actual damage which County will sustain by reason of such delay; and it is therefore agreed that Contractor will pay to County the sum of \$500.00 per day for each and every day's delay in finishing the Work beyond the time prescribed. If the Contractor fails to pay such liquidated damages, the County may deduct the amount thereof from any money due or that may become due the Contractor under the Contract.

7.3 UNAVOIDABLE DELAYS

7.3.1 TIME EXTENSION

- a. The Contractor will be granted an extension of time for completion of the Work beyond that named in the Contract Documents, for delays which may result through causes beyond the control of the Contractor and which he could not have avoided by the exercise of care, prudence, foresight and diligence. The appropriate extension of time shall constitute full compensation. Costs associated with extended overhead will not be considered.
- b. If the Contractor is allowed extensions of time in which to complete the Work equal to the sum of all unavoidable delays, plus any adjustments of contract time due to contract change orders, during such extension of time liquidated damages shall not be charged to the Contractor.
- c. Unavoidable delays within the meaning of this section shall be those caused by Acts of God or of the public enemy, fire, epidemics, or strike. There will be no liquidated damages for delays as described within this paragraph.
- d. Delays in the performance of parts of the work which may in themselves be unavoidable, but do not necessarily prevent or delay the performance of critical activity(s) while the activity(s) is on the Critical Path, will not be considered as unavoidable delays within the meaning of the contract and shall not be the basis of a claim for delay.

7.3.2 WEATHER

Inclement weather shall not be a prima facie reason for granting a time extension. The Contractor shall make every effort to continue work under prevailing conditions. However, if the inclement weather prevents the Contractor from beginning at the usual starting time, or prevents the Contractor from proceeding with seventy-five percent (75%) of the normal labor and equipment force towards completion of the day's current Critical Path activities (shown on the most current, and accepted schedule update) for a period of at least five (5) hours, and the crew is dismissed as a result thereof, the County will designate such time as unavoidable delay and grant a one (1) calendar day, non-compensable, time extension.

7.3.3 NOTICE OF DELAYS

- a. Whenever the Contractor foresees any delay in the performance of a Critical Path work

activity, and in any event immediately upon the occurrence of any delay which he regards as an unavoidable delay, the Contractor shall notify the County in writing of such delay and its cause, in order that the County may take immediate steps to prevent, if possible, the occurrence or continuance of the delay, and may determine whether the delay is to be considered avoidable or unavoidable, how long it continues, and to what extent the prosecution and completion of the work are to be delayed thereby.

- b. After the completion of any part or the whole of the Work, the County, in calculating the amount due the Contractor, will assume that any and all delays which have occurred have been avoidable delays, except such delays as shall have been called to the attention of the County at the time of their occurrence and found by the County to have been unavoidable as substantiated by a change order. The Contractor shall make no claims that any delay not called to the attention of the County at the time of its occurrence has been an unavoidable delay.

7.4 REQUEST FOR TIME EXTENSION

7.4.1 In the event the Contractor requests an extension of contract time for unavoidable delay, justification shall be submitted no later than seven (7) calendar days after the initial occurrence of any such delay. When requesting time for proposed change orders, the request(s) must be submitted with the proposed change order with full justification. If the Contractor fails to submit justification he shall waive his right to a time extension at a later date. Justification must be based on the currently accepted contract schedule as updated at the time of occurrence of delay or execution of work related to any change(s) in the scope of work. The justification must include a schedule, including, but not limited to, the following information:

- a. The duration to perform the activity relating to the change(s) in the work and the resources (manpower, equipment, material, etc.) required to perform these activities within the stated duration.
- b. Logical activity ties to the contract schedule for the proposed changes and/or delay showing the activity/activities in the schedule whose start or completion dates are affected by the change and/or delay.

7.4.2 The County, after receipt of such justification and supporting evidence, shall make its finding of fact. The County's decision shall be final and conclusive and the County will advise the Contractor in writing of such decision. If the County finds that the Contractor is entitled to any extension of Contract time, the County's determination as to the total number of days of extension shall be based upon the latest updated version of the approved contract schedule.

7.4.3 In the event the Contractor disagrees with the County's decision, the Contractor shall be required to submit a claim pursuant to the DISPUTE article.

ARTICLE 8 PERFORMANCE

8.1 SUPERVISION & CONSTRUCTION PROCEDURES

8.1.1 The Contractor shall supervise and direct the work. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences, procedures, project safety, and shall coordinate all

portions of the Work under the Contract, including the relations of the various trades to the progress of the Work, in accordance with the provisions of the Contract Documents.

8.1.2 The Contractor shall be responsible to the County for the acts and omissions of the Contractor's employees, subcontractors, and their agents and employees, and any other persons performing any of the work under a contract with the Contractor.

8.1.3 The Contractor is an independent contractor and nothing in the Contract Documents shall be interpreted to make the Contractor an agent of the County.

8.2 SUPERVISION

8.2.1 Within seven (7) days after the Notice to Proceed, the Contractor shall provide to the County an organization chart outlining key job personnel. The Contractor will also provide a Letter of Authority or Corporate Resolution for the individual(s) authorized to sign documents on its behalf, i.e., payment requests, change orders, inspection reports, etc.

8.2.2 The Contractor shall employ, during the progress of the Work, a competent Project Superintendent and any necessary assistants, as approved by the County. The Project Superintendent shall not be changed except with the consent of the Authorized Representative of County, unless the Superintendent proves to be unsatisfactory to the Contractor or ceases to be in his employ. The County shall be notified immediately of any new Superintendent appointed to the Work and the Contractor shall submit qualifications for approval. The Superintendent shall represent the Contractor and all directions given to him shall be as binding as if given to the Contractor.

8.2.3 The County shall be supplied at all times with the name and telephone number of a person in charge of or responsible for the Work, who can be reached for emergency work twenty-four (24) hours a day, seven (7) days a week.

8.3 CONDUCT OF WORK

8.3.1 In connecting one kind of work with another, marring or damaging same will not be permitted and, in the event such occurs, shall be corrected by the Contractor at its cost prior to acceptance by the County. Should improper work of any trade be covered by another which results in damage or defects, the whole work affected shall be made good by the Contractor without expense to County.

8.4 PROTECTION OF WORK & PROPERTY

8.4.1 The Contractor shall continuously maintain adequate protection of the Work from damage and shall protect the County's property from injury or loss in connection with this Contract. He shall make good any such damage, injury, or loss, except what may be directly due to errors in the Contract Documents or caused by agents or employees of the County. He shall adequately protect adjacent property as provided by law and the Contract Documents.

8.4.2 The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the Work site which are not to be removed and which do not unreasonably interfere with the work required under this Contract.

8.4.3 The Contractor shall protect from damage all existing improvements and utilities at or near the Work site and on adjacent property of a third party, the locations of which are made known to or should be known by the

Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this Contract or failure to exercise reasonable care in performing the Work. If the Contractor fails to repair the damage promptly, the County may have the necessary work performed and charge the cost to the Contractor.

8.5 CONTRACTOR'S RESPONSIBILITY FOR WORK

8.5.1 Until Acceptance of the Work by the County, Contractor shall have the charge and care thereof and shall bear risk of injury or damage to any part of the Work by action of the elements. If a separate Contractor sues the Owner, on account of any loss so sustained, the County shall notify the Contractor, who shall indemnify and hold harmless the County against any expenses, or judgment arising therefrom.

8.5.2 Contractor, at its cost, shall rebuild, repair, restore and make good all damages from the elements to any portion of the Work occasioned by such causes before its Acceptance.

8.5.3 No advertising of any description will be permitted in or about the Work, except by order of the County.

8.5.4 Contractor shall not create or permit the continued existence of any nuisance in or about the Work.

8.6 UTILITIES

8.6.1 Unless otherwise provided for under separate sections herein, Contractor will arrange all water, gas, and electricity required for construction purposes until acceptance of the Work. Contractor shall pay for such services unless otherwise specifically noted.

8.6.2 Utilities shall not be interrupted except with the approval of the County. A two (2) work day written notice is required prior to any and all interruptions. Interruptions shall be scheduled so as to minimize duration and disruption to existing operations.

- 8.6.3**
- a. The Contractor shall send notices, make all necessary arrangements, and perform all other services required in the care and maintenance of all public utilities.
 - b. Enclosing or boxing in, for protection of any public utility equipment, shall be done by the Contractor. Upon completion of the Work, the Contractor shall remove all enclosures, and leave in a finished condition.
 - c. All connections to public utilities shall be made and maintained in a manner so as not to interfere with the continuing use of same by the County during the entire progress of the Work.

8.7 WORKING HOURS

8.7.1 All work shall be performed on a calendar day basis during the customary working hours of the trades involved unless otherwise specified in this Contract. Work performed by the Contractor of his own volition outside such established working hours shall be at no additional expense to the County and without County approval.

8.7.2 It is expressly stipulated that no laborer, workman, or mechanic employed at any time by the Contractor or by any subcontractor(s) under this Contract upon the Work or any part thereof, shall be required or permitted to work thereon more than eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except, as provided by Section 1815 of the California Labor Code. It is further expressly stipulated that for each and every violation of Sections 1811-1815, inclusive, of the California Labor Code, all the provisions of which are deemed to be incorporated herein, said contractor shall forfeit, as a penalty to

County, twenty-five dollars (\$25.00) for each laborer, workman, or mechanic employed in the execution of this Contract by contractor for each calendar day during which said laborer, workman, or mechanic is required or permitted to work more than eight hours in any one calendar day and forty hours in any one calendar week in violation of the provisions of said Sections of the Labor Code.

8.7.3 The Contractor, and each subcontractor, shall keep an accurate record showing the names of and actual hours worked each calendar day and each calendar week by all laborers, workmen, and mechanics employed by them in connection with the Work contemplated by this Contract, which record shall be open at all reasonable hours to the inspection of the County or its officers or agents and to the Division of Labor Standards Enforcement of the Department of Industrial Relations.

8.7.4 No construction work shall be done on Saturdays, Sundays or County holidays and no work shall be performed outside of normal working hours without the prior written consent of the County. In any event, all work shall be subject to approval of the County. Prior to start of such work, the Contractor shall arrange with the County for the continuous or periodic inspection of the Work and testing of materials, when necessary. If requests are made by the Contractor for permission to work overtime, nights, Saturdays, Sundays or County holidays, and such requests are granted, the Contractor shall bear all extra expense to the County for inspection and other incidental expenses caused by such overtime work. If contractors are requested, in the interest of the County, to work overtime by the County, or if overtime work is specifically required by these specifications, all extra expense of inspection will be paid by the County.

8.8 MATERIAL & EQUIPMENT

8.8.1 Materials, equipment, and articles incorporated into the Work shall be new and of equal quality to the types and grades specified. When not particularly specified, the Contractor shall submit for approval satisfactory evidence as to the kind and quality of material. See SUBSTITUTION provision 5.3 concerning "or equal" requirements and procedure for submitting alternative material, articles, or equipment.

8.8.2 All materials shall be delivered so as to insure a speedy and uninterrupted progress of the Work. All materials shall be stored so as to cause no obstruction and so as to prevent overloading of any portion of the structure on the Work site, and the Contractor shall be entirely responsible for damage or loss by weather, theft, vandalism, or other cause.

8.8.3 Materials shall be stored to assure the preservation of their quality and fitness for the Work. Stored materials shall be reasonably accessible for inspection. When considered necessary by the County, stored materials shall be placed on wooden platforms or on other hard, clean surfaces and not directly on the ground, and shall be placed under cover when so directed.

8.9 LAYOUT OF WORK

8.9.1 The Contractor shall lay out its work from established base lines and bench marks indicated on the drawings, and shall be responsible for all measurements in connection with the layout. The Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, material, and labor required to lay out any part of the Work. The Contractor shall be responsible for executing the Work to the lines and grades that may be established or indicated in the Contract Documents. The Contractor shall also be responsible for maintaining and preserving all stakes and other marks established by the County until authorized to remove them. If such marks are destroyed by the Contractor before their removal is authorized, the County may replace them and deduct the expense of the replacement from any amounts due or to become due to the Contractor.

8.10 USE OF PREMISES

8.10.1 The Contractor shall maintain the entire premises under his control in an orderly condition. He shall store his apparatus, materials, supplies and equipment in such a manner as will not interfere with the progress of his work or the work of other contractors.

8.11 OPERATIONS & STORAGE

8.11.1 The Contractor shall confine all operations (including storage of materials) on County premises to areas authorized or approved by the County.

8.11.2 Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the County and shall be built with labor and materials furnished by the Contractor without expense to the County. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at his expense upon completion of the work.

8.11.3 The Contractor shall, under regulations prescribed by the authority having jurisdiction, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the authority having jurisdiction. When materials are transported in performance of the Work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or County regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair, or pay for the repair, of any damaged curbs, sidewalks, or roads.

8.12 HEAT/POWER/LIGHT

8.12.1 Unless otherwise specified or already provided by the County, the Contractor shall:

- a. Provide heat, as necessary to protect all work, materials, and equipment against injury from dampness and cold;
- b. Provide heat as necessary in the area where work is to be done to provide the minimum temperature recommended by the supplier or manufacturer of the material;
- c. Provide electric power and light as required for performance of the Work.

8.13 CLEANING UP

8.13.1 The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the Work, the Contractor shall remove from the work and premises any weeds, rubbish, tools, scaffolding, equipment, and materials that are not the property of the County. Upon completing the Work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the County.

ARTICLE 9 SAFETY & HEALTH

9.1 ACCIDENT PREVENTION

9.1.1 In performing this Contract, the Contractor shall provide for protecting the lives and health of employees and other persons; preventing damage to property, materials, supplies, and equipment; and avoiding work

interruptions. For these purposes, the Contractor shall:

- a. Provide a copy of its safety program;
- b. Provide appropriate safety barricades, signs, and signal lights;
- c. Comply with standards issued by the U.S. Government, State, County and City, and other governing agencies having jurisdiction;
- d. Ensure that any additional measures the County determines to be reasonably necessary for this purpose are taken.

9.1.2 The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this Contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment. The Contractor shall report this data in the manner prescribed by the County.

9.1.3 Before beginning excavation for a trench 5 feet or more in depth, Contractor shall provide evidence of having obtained a permit from the authority having jurisdiction.

9.1.4 Nothing herein shall be deemed to allow use of shoring, sloping, or protective systems less effective than those required by the Construction Safety Orders of the California Division of Industrial Safety.

9.2 SANITARY FACILITIES

9.2.1 Contractor shall supply and maintain at its expense such toilets and other sanitary facilities including those which are accessible by the disabled as per ADA and Title 24 requirements necessary for use by visitors and workers employed at the job site. Such facilities shall be approved by the County.

9.3 RESPONSIBILITY FOR COMPLIANCE WITH CAL-OSHA

9.3.1 All work, materials, work safety procedures and equipment shall be in full accordance with the latest Cal-OSHA rules and regulations.

9.3.2 Contractor warrants that he and each of his subcontractors shall, in performance of this Contract, comply with each and every compliance order issued pursuant to Cal-OSHA. The Contractor assumes full and total responsibility for compliance with Cal-OSHA standards by his subcontractors as well as himself. The cost of complying with any order and/or payment of any penalty assessed pursuant to Cal-OSHA shall be borne by the Contractor. Nothing contained therein shall be deemed to prevent the Contractor and his subcontractors from otherwise allocating between themselves responsibility for compliance with Cal-OSHA requirements; provided, however, that the Contractor shall not thereby, in any manner whatsoever, be relieved of his responsibility to the County as herein set forth.

9.4 TOXIC AND HAZARDOUS MATERIALS AND WASTE

9.4.1 ASBESTOS

Operations which may cause release of asbestos fibers into the atmosphere shall meet the requirements of Title 8 CCR General Industrial Safety Orders, Section 5208 and California law. Some operations which may cause

such concentrations include sanding, grinding, abrasive blasting, sawing, drilling, shoveling, or otherwise handling materials containing asbestos so that dust will be raised.

9.4.2 TOXIC MATERIALS

Operations which release toxic materials into the atmosphere shall meet the requirements of Title 8 CCR. General Industrial Safety Orders. Some operations which may release such materials include use of adhesives, sealants, paint, and other coatings.

9.4.3 LEAD-BASED PAINT

Lead-based paint is prohibited. Lead-based paint is defined as:

- a. Any paint containing more than five-tenths of one percentum lead by weight (calculated as lead metal in the total non-volatile content of the paint) or the equivalent measure of lead in the dried film of paint applied or both; or
- b. For paint manufactured after June 22, 1977, any paint containing more than six one-hundredths of one percentum lead by weight (calculated as lead metal) in the total content of the paint or the equivalent measure of lead in the dried film or paint already applied.

9.4.4 HAULING AND DISPOSAL

All hauling and disposal shall meet requirements of Title 22 CCR, Division 4. Chapter 30, "Minimum Standards for Management of Hazardous and Extremely Hazardous Wastes."

9.4.5 ASBESTOS PROHIBITED

No products or materials containing asbestos shall be incorporated into the Work without the prior written approval of the County.

ARTICLE 10 COUNTY-FURNISHED PROPERTY

10.1 COUNTY-FURNISHED PROPERTY

10.1.1 The County may furnish to the Contractor property as identified in the specification(s) to be incorporated or installed into the Work or used in performing the Contract. The listed property will be furnished f.o.b. railroad cars at the place specified in the Contract or f.o.b. truck at the project site. The Contractor is required to accept delivery. When the property is delivered, the Contractor shall verify its quantity and condition and acknowledge receipt in writing to the County within twenty-four (24) hours of delivery, also specifying any damage to or shortage of the property as received. All such property shall be installed or incorporated into the Work at the expense of the Contractor, unless otherwise indicated in this Contract.

10.1.2 Each item of property to be furnished under this clause shall be identified by the Contractor in a schedule by quantity, item, and description. Schedule form will be provided by the County.

10.1.3 The Contractor shall be held responsible for all material delivered to him and deductions will be made from any moneys due him to make good any shortages and deficiencies, from any cause whatsoever, which may occur after such delivery.

10.1.4 The Contractor shall set up accounting records and establish an inspection procedure as approved by the County.

ARTICLE 11 **BENEFICIAL OCCUPANCY**

11.1 **BENEFICIAL OCCUPANCY**

11.1.1 The County shall have the right to take possession of or use any completed or partially completed portion of the Work. The County's possession or use shall not be deemed an acceptance of any Work under the Contract. The Contractor will continue to pay for any portion of the utilities which he is using.

11.1.2 While the County has such possession or use, the Contractor shall be relieved of the responsibility for the loss of or damage to that portion of the Work resulting from the County's possession or use. If Contractor believes the partial possession or use by the County will delay the progress of the Work or will cause additional expense to the Contractor, Contractor shall immediately submit a written request for an equitable adjustment in the Contract price or the time of completion. County will then consider such request and, if in its judgment it is justified, the County will modify the contract in writing accordingly. In the event the Contractor disagrees with the County's decision, the Contractor shall be required to submit a claim pursuant to the DISPUTE article.

ARTICLE 12 **INSPECTION AND TESTING**

12.1 **INSPECTION AND TESTING**

12.1.1 The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work called for by this Contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the County. The County shall at all times have access to the Work, and the Contractor shall provide proper facilities for such access and for inspection.

12.1.2 County inspections and tests are for the sole benefit of the County and do not:

- a. Relieve the Contractor of responsibility for providing adequate quality control measures;
- b. Relieve the Contractor of responsibility for damage to or loss of the material before Acceptance;
- c. Constitute or imply Acceptance; or
- d. Affect the continuing rights of the County after Acceptance regarding latent defects, gross mistakes, fraud or the County's rights under any warranty or guarantee.

12.1.3 The presence or absence of a County inspector does not relieve the Contractor from any Contract requirement, nor is the inspector authorized to change any term or condition of the specifications without the County's written authorization.

12.1.4 The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the County. The County may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. Special, full size, and performance tests shall be performed as described in the Contract.

- 12.1.5** The Contractor shall, without charge, replace or correct work found by the County not to conform to contract requirements, unless in the public interest the County consents to accept the work with an appropriate adjustment in Contract price. The Contractor shall promptly segregate and remove rejected material from the premises.
- 12.1.6** If, before Acceptance of the Work, the County decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet Contract requirements, the County shall issue a Change Order for such removal and reinstallation.
- 12.1.7** The Contractor shall at all times maintain proper facilities and provide safe access for inspection by the County to all parts of the work, and to the shops wherein the work is in preparation. Where the specifications require work to be specially tested or approved, it shall not be tested or covered up without timely notice to the County of its readiness for inspection and without the approval or consent of County. Should any such work be covered up without such notice, approval, or consent, it must, if required by County, be uncovered for examination at the Contractor's expense.
- 12.1.8** The Contractor shall notify the County at least one (1) work day in advance of the time scheduled for the inspection. Should the Contractor fail to notify the County and proceed with work requiring inspection, all such work is rejected, and no further work shall be done on that portion of the project until the rejected work is accepted by the County. Should the Contractor request acceptance of such rejected work the County shall, at the Contractor's expense, secure the services of private material testing laboratories, consulting engineers or licensed land surveyors, who shall certify that said work does in fact conform to the requirements of the Contract Documents. The work previously rejected shall be accepted by the County after receipt of such certification if the County approves of such certification.
- 12.1.9** If the Contractor does not promptly replace or correct rejected work, the County may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or (2) terminate for default the Contractor's right to proceed.
- 12.1.10** Construction review of the Contractor's performance by the County is not intended to include the review of the adequacy of the Contractor's safety measures, in, on, or near the construction site.
- 12.1.11** The County will pay for initial testing services specified to be performed by the County. When initial tests indicate non-compliance with the Contract Documents, subsequent retesting occasioned by the non-compliance shall be performed by the same testing agency, and costs thereof will be deducted by the County from the Contract sum.

12.2 INSPECTION BY OTHER JURISDICTIONS

Whenever any part of the Work to be performed is under the jurisdiction or control of another public entity, including but not limited to: The United States Government, State of California, or City, such work shall be subject to inspection by the officials of such entities and it must pass inspection, in addition to County inspection, and such other inspections as may otherwise be provided for in the Contract Documents.

12.3 FINAL INSPECTION AND TESTS

The Contractor shall give the County at least ten (10) calendar days advance written notice of the date the Work will be fully completed and ready for final inspection and tests. Final inspection and tests will be started within ten (10) calendar days from the date specified in the aforementioned notice unless the County determines that the Work is not ready for final inspection and so informs the Contractor.

ARTICLE 13 ACCEPTANCE

13.1 ACCEPTANCE OF THE WORK

13.1.1 After the final inspection by County and all the contract documentation has been received, it will be recommended to the County Board of Supervisors to accept the Work and file a Notice of Completion. Upon approval of the Notice of Completion, a copy will be sent to the Contractor. (See final payment clause.) Upon Acceptance of the Work, Contractor will be relieved of the duty of maintaining and protecting the Work. Neither determination by the County that the Work is complete, nor Acceptance thereof, shall operate as a bar to County's claim against Contractor pursuant to Contractor's warranty and guarantees.

13.1.2 Partial payments shall not be construed as acceptance of any part of the Work.

13.1.3 In judging the Work, no allowance for deviations from the drawings and specifications will be made, unless already approved in writing at the time and in the manner as called for herein.

13.1.4 County shall be given adequate opportunity to make any necessary arrangements for fire insurance and extended coverage.

13.1.5 The Acceptance of the Work will not be recommended until all requirements of the Contract Documents are complete and approved by the County. This shall include, but is not limited to, all construction, guarantee forms, parts lists, schedules, tests, operating instructions, as-built drawings, and all other documentation identified by the Contract Documents.

ARTICLE 14 WARRANTY AND GUARANTEES

14.1 CONTRACTOR'S WARRANTY AND GUARANTEE

14.1.1 Contractor warrants that all materials and equipment furnished under this Contract shall be new unless otherwise specified, and that all Work performed under this Contract conforms to the Contract requirements and is free of any defect whether performed by the Contractor or any subcontractor or supplier.

14.1.2 This warranty shall continue for a period of one (1) year from the date of filing of Notice of Completion on the Work. The Performance Bond shall remain in force during the warranty period.

14.1.3 The Contractor shall remedy at the Contractor's expense any damage to County-owned or controlled real or personal property, when that damage is the result of:

- a. The Contractor's failure to conform to Contract requirements or
- b. Any defect of equipment, material, workmanship, or design furnished by the Contractor.

14.1.4 The Contractor shall restore any work damaged in fulfilling the terms and conditions of this Article. The Contractor's warranty with respect to work repaired or replaced will run for one (1) year from the date of repair

or replacement.

- 14.1.5** The County shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage. The Contractor shall within ten (10) calendar days after being notified in writing by the County of any work not in accordance with the requirements of the Contract or any defects in the Work, commence, and perform with due diligence, all work necessary to fulfill the terms of this Article. If the Contractor fails to remedy any defect, or damage within fourteen (14) calendar days after receipt of notice, the County shall have the right to replace, repair, or otherwise remedy the defect, or damage at the Contractor's expense. Payment due to the Architect from the County for extra architectural services required in the enforcement of Contractor's guarantee after Acceptance of the Work shall be paid to the County by the Contractor.
- 14.1.6** In the event of any emergency constituting an immediate hazard to health or safety of County employees, property, or licensees, when caused by work of the Contractor that is not in accordance with the Contract requirements, the County may undertake at Contractor's expense and without prior notice, all work necessary to correct such hazardous condition(s).
- 14.1.7.** With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this Contract, the Contractor shall:
- a. Obtain all warranties that would be given in normal commercial practice;
 - b. Require all warranties to be executed, in writing, for the benefit of the County, unless directed otherwise by the County; and
 - c. Enforce all warranties for the benefit of the County, unless otherwise directed by the County.
- 14.1.8** This warranty shall not limit the County's rights under the Inspection and Acceptance section(s) of this Contract with respect to latent defects, gross mistakes, or fraud.

ARTICLE 15 ENVIRONMENTAL PROTECTION

15.1 DUST CONTROL

- 15.1.1** The Contractor shall provide any and all dust control required.
- 15.1.2** Whenever the Contractor is negligent in providing dust control, the County shall order the Contractor to provide such dust control. If the Contractor does not comply promptly with such order, the County shall have the authority to provide such dust control and charge the Contractor therefore by deducting the cost from progress payments to the Contractor as such costs are incurred by the County. The County shall not be held responsible for schedule delays due to actions taken by County to mitigate the failure of the Contractor in providing dust control.

15.2 EXCESSIVE NOISE

- 15.2.1** The Contractor shall use only such equipment on the Work and in such state of repair, that the emission of sound therefrom is within the noise tolerance level of that equipment as established by CAL-OSHA.
- 15.2.2** Should the County determine that the muffling device on any equipment used on the Work is ineffective or

defective so that the noise tolerance of such equipment is exceeded, such equipment shall not, after such determination by the County, be used on the Work until its muffling device is repaired or replaced so as to bring the noise tolerance level of such equipment within such standards.

15.3 POLLUTION CONTROL, CLEANING

15.3.1 The Contractor shall not, in connection with the Work, discharge any smoke, dust, or other contaminants into the atmosphere which are in violation of South Coast Air Quality Management District standards or discharge any fluids or materials into any lake, river, stream, or channel as will violate regulations of State of California Water Resources Board. The Contractor shall control accumulation of waste materials and rubbish and dispose of waste materials and rubbish off-site at a minimum of weekly intervals. Burning of materials is not permitted.

ARTICLE 16 EMPLOYMENT PRACTICES

16.1 QUALIFICATIONS FOR EMPLOYMENT AND APPRENTICESHIP STANDARDS

16.1.1 In accordance with Section 1735 of the California Labor Code, no person under the age of 16 years and no person currently serving sentence in a penal or correctional institution shall be employed to perform any Work under this Contract. No person whose age or physical condition is such as to make his employment dangerous to his health or safety or to the health or safety of others shall be employed to perform Work under this Contract; provided that this requirement shall not operate against any physically handicapped persons otherwise employable where such persons may be safely assigned to Work which they ably perform.

16.1.2 This contract is subject to the provisions of Sections 1777.5 and 1777.6 of the California Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under him. Section 1777.5 as amended, requires the Contractor or subcontractor employing tradesmen in any apprenticeable occupation to apply to the Joint Apprenticeship Committee nearest the site of this project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen that will be used in the performance of the Contract.

16.1.3 The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making contributions.

16.1.4 All employees engaged in work on the project under this Contract shall have the right to organize and bargain collectively through representatives of their own choosing, and such employees shall be free from interference, restraint, and coercion of employers in the designation of such employees for the purpose of collective bargaining or other mutual aid or protection, and no person seeking employment under this Contract shall be required as a condition of initial or continued employment to join any company, union, or to refrain from joining, organizing, or assisting a labor organization of such person's own choosing. No person in the employment of the County shall be employed by this contractor.

16.2 WAGES & RECORDS

16.2.1 WAGE RATES

- a. Pursuant to Section 1770 and 1773 et seq. of the Labor Code of the State of California, the Director of Industrial Relations has ascertained the general prevailing rate of per diem wages

and the rates for overtime and holiday work in the locality in which the work is to be performed for each craft, classification, or type of workman needed to execute the contract which will be awarded to the successful bidder, copies of which are on file and available upon request at the Clerk of the Board, Board of Supervisors, 4080 Lemon St., 14th Floor, Riverside, CA 92501-3655, and shall be posted at the job site.

- b. It shall be mandatory upon the Contractor and upon any subcontractor under him, to pay not less than the said specified rates to all laborers, workmen, and mechanics employed in the execution of the Contract. It is further expressly stipulated that the Contractor shall, as a penalty to County, forfeit twenty-five dollars (\$25.00) for each calendar day, or portion thereof, for each laborer, workman, or mechanic paid less than the stipulated prevailing rates for any work done under this Contract by him or by any subcontractor under him; and Contractor agrees to comply with all provisions of Section 1770 et. seq. of the Labor Code.
- c. In case it becomes necessary for the Contractor or any sub-contractor to employ on the project under this Contract any person in a trade or occupation (except executives, supervisory, administrative, clerical, or other non-manual workers as such) for which no minimum wage rate is herein specified, the Contractor shall immediately notify the County who will promptly thereafter determine the prevailing rate for such additional trade or occupation and shall furnish the Contractor with the minimum rate based thereon. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.
- d. The County will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate set forth as provided herein. The possibility of wage increases is one of the elements to be considered by the Contractor in determining his bid, and will not under any circumstances be considered as the basis of a claim against the County on the Contract.

16.2.2 WAGE RECORDS

- a. The Contractor and each subcontractor shall keep or cause to be kept an accurate record (certified payroll) showing the names and occupations of all laborers, workers, and mechanics employed by him in connection with the execution of this Contract or any subcontract thereunder. The record shall show the actual per diem wages paid to each of said workers, which records shall be provided to the County, and to the Division of Labor Standards Enforcement upon its request. Copies provided will include one which has the name and social security numbers marked out.

16.3 NOTICE OF LABOR DISPUTES

- 16.3.1** If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Contract, the Contractor shall immediately give notice, including all relevant information, to the County.
- 16.3.2** The Contractor agrees to insert the substance of this clause, including this paragraph into any subcontract in which a labor dispute may delay the timely performance of this Contract; except that each subcontract shall provide that in the event its timely performance is delayed or threatened by delay by any actual or potential labor dispute, the subcontractor shall immediately notify the next higher tier subcontractor or the prime Contractor, as the case may be, of all relevant information concerning the dispute.

16.4 NONDISCRIMINATION

16.4.1 EQUAL EMPLOYMENT OPPORTUNITY

- a. Contractor agrees for the duration of this Contract that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap. The Contractor will take affirmative action to insure that employees are treated during employment or training without regard to their race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The Contractor will in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap.
- c. The Contractor will send to each labor union or other representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the workers' representative of the Contractor commitments under this agreement.
- d. The Contractor agrees that it will comply with the provisions of Titles VI and VII of the Civil Rights Act, Revenue Sharing Act Title 31, U.S. Code Section 2716, and California Government Code Section 12990.
- e. The Contractor agrees that it will assist and cooperate with the County, the State of California and the United States Government in obtaining compliance with the equal opportunity clause, rules, regulations, and relevant orders of the State of California and United States Government issued pursuant to the Acts.
- f. In the event of the Contractor's non-compliance with the discrimination clause, the affirmative action plan of this contract, or with any of the said rules, regulations or orders, this Contract may be canceled, terminated, or suspended in whole or in part by the County.

16.4.2 HANDICAPPED NON-DISCRIMINATION

This project is subject to Section 504 of the Rehabilitation Act of 1973 as amended, (29 U.S.C. 794), and the Americans with Disabilities Act of 1990, as amended, and all requirements imposed by the guidelines and interpretations issued thereto. In this regard, the County and all of its contractors and subcontractors will take all reasonable steps to ensure that handicapped individuals have the maximum opportunity for the same level of aid, benefit or service as any other individual.

16.4.3 FAIR EMPLOYMENT AND HOUSING ACT ADDENDUM

In the performance of this Contract, the Contractor will not discriminate against any employee or Applicant for employment because of race, sex, color, religion, ancestry, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, sex, color, religion, ancestry, or national origin. Such action shall include, but not

limited to, the following: employment, upgrading, promotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State or local agency setting forth the provisions of this Fair Employment and Housing Section.

16.4.4 ACCESS TO RECORDS

The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment and Housing Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment and Housing section of this Contract.

16.4.5 REMEDIES FOR WILLFUL VIOLATION

The State or local agency may determine a willful violation of the Fair Employment and Housing provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that the Contractor has violated the Fair Employment and Housing Act and has issued an order or obtained an injunction under Government Code Sections 12900, et seq.

ARTICLE 17 SUBCONTRACTING

17.1 SUBCONTRACTORS

17.1.1 A subcontractor is an individual, firm or corporation having a direct contract with the Contractor or with any other subcontractor for the performance of a part of the Work. In accordance with Section 4104 of the Public Contract Code, each Contractor, in his bid, shall include the name and location of each subcontractor who will perform work or labor, or render services to the Contractor in or about the Work in an amount in excess of one half of 1% of the Contractor's total bid.

17.1.2 The County reserves the right to approve all subcontractors. Such approval shall be a consideration to the awarding of the Contract and unless notification to the contrary is given to the Contractor prior to the signing of the Contract, the list of subcontractors which is submitted with his proposal will be deemed to be acceptable.

17.1.3 The Contractor shall be as fully responsible to the County for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

17.1.4 Nothing contained in the Contract Documents shall create any contractual relationship between any subcontractor and the County.

17.1.5 The divisions or sections of the specifications are not intended to control the Contractor in dividing the Work among subcontractors or to limit the work performed by any trade.

17.2 RELATIONS OF CONTRACTOR AND SUBCONTRACTOR

17.2.1 The Contractor agrees to bind every subcontractor by the terms of the Contract with the County, the General Conditions, Supplementary Conditions, and the drawings and specifications as far as applicable to his work, unless specifically noted to the contrary in a subcontract approved in writing as adequate by the County.

17.3 SUBCONTRACTS

17.3.1 Pursuant to the provisions of Sections 4100 to 4114 of the California Public Contract Code, inclusive, the Contractor shall not, without the consent of the County, either:

- a. Substitute any persons as subcontractors in place of the subcontractors designated in his original bid without the consent of County. (The County's consent can only be given in cases permitted by Public Contract Code Section 4107.)
- b. Permit any subcontract to be assigned or transferred or allow any work to be performed by anyone other than the original subcontractor listed in his bid.
- c. Sublet or subcontract any portion of the work in excess of one-half of one percent of his bid to which his original bid did not designate a subcontractor.

Should the Contractor violate any of the provisions of Sections 4100 to 4114, inclusive, of the Public Contract Code, his so doing shall be deemed a violation of this Contract, and the County may either cancel the contract, or assess the Contractor a penalty in the amount of not more than ten (10) percent of the amount of the subcontract involved, or both.

ARTICLE 18 TAXES

18.1 SALES AND PAYROLL TAXES

18.1.1 Each Contractor, subcontractor, and material dealer shall include in their bid all applicable taxes including but not limited to sales tax and payroll taxes required by law.

ARTICLE 19 CHANGES

19.1 CHANGE ORDER WORK

19.1.1 The County reserves the right to make changes in the work without impairing the validity of the Contract. The County may make changes to the work, or suspend the work, and all such changes or suspension are within the contemplation of the parties and will not be a basis for compensable delay. Such changes may be made in accordance with any of the following methods:

- a. By written change order to the Contract ordered by the Board of Supervisors.
- b. By written change order, signed by the Director of Facilities Management in the manner and amounts specified by Board Policy B-11.
- c. By written authorization, issued by the Director of Facilities Management, for items of work done under unit prices. The cost or credit for such added or omitted work shall be determined by multiplying the number of units added to or omitted from the work by the applicable unit price.

19.1.2 Upon receipt of a proposed Change Order from County, the Contractor shall submit a proposal in accordance with the requirements and limitations set forth in this "Change Orders" article, for work involved in the contemplated change.

19.1.3 The Contractor must submit a cost proposal within fifteen (15) calendar days after receipt of the proposed change order. The Contractor must submit cost proposals in less than fifteen (15) calendar days if requested by

the County or if required by schedule limitations.

- 19.1.4** If the Contractor fails to submit the cost proposal within the 15-day period (or as requested), the County has the right to order the Contractor in writing to commence the work immediately on a force account basis and/or issue a lump sum change to the contract price in accordance with the County's estimate of cost. If the change is issued based on the County estimate, the Contractor will waive his right to dispute the action unless within fifteen (15) calendar days following completion of the added/deleted work, the Contractor presents proof that the County's estimate was in error.
- 19.1.5** If the County disagrees with the proposal submitted by Contractor, it will notify the Contractor in writing and the Contractor may elect to proceed under the DISPUTE article of this Contract, or, in the event either party contests the price or time extension of Change work, or time is of the essence, the County may issue a Construction Change Directive and the contractor shall proceed with the work. The County will provide its opinion of the appropriate price and/or time extension in a "Response to Change Order Request." If the contractor agrees with the County's estimate, a change order will be issued by the County. If no agreement can be reached, the County shall have the right to issue the Change Order Directive setting forth its unilateral determination of the reasonable additions or savings in costs and time attributable to the extra or deleted work. Such determination shall become final and binding if the Contractor fails to submit a Claim in writing to the County, within twenty-one (21) days of the Change Order Directive, disputing the terms of such Directive. No dispute, disagreement or failure of the parties to reach agreement regarding the amount, if any, of any adjustment to the contract sum or contract time shall relieve the Contractor from the obligation to proceed with performance of the work, including extra work, promptly and expeditiously."
- 19.1.6** The Contractor will give notice of a requested change on his letterhead within seven (7) calendar days of discovery and, if the County agrees, a proposed change order will be issued on the County's standard change order form.
- 19.1.7** If any change involves an increase or decrease in the cost of the Contractor's work, a change order shall state the amount to be added or deducted from the Contract amount, and the additional time, if any, needed for the performance of such work.
- 19.1.8** Any changes to the Contract amount shall be in a lump sum mutually agreed to by the Contractor and the County, except that when, in the opinion of the County, such basis is not feasible the change to the Contract amount shall be determined upon a cost-plus-percentage basis with a guaranteed maximum lump sum cost within the limitations provided by law.
- 19.1.9** Each lump sum quotation from the Contractor shall be accompanied by sufficiently detailed estimates to permit verification of totals in accordance with (a) through (d) in 19.1.11 below.
- 19.1.10** When the work is to be done on a cost-plus-percentage basis, the Contractor shall submit statements as required by the County showing all labor, material, and equipment costs incurred, and upon completion of the work, a summary of costs, including overhead and profit, and in accordance with Item (a) through (d) in 19.1.11 below.
- 19.1.11** Estimates for lump sum quotations and accounting for cost-plus-percentage work shall be limited to direct expenditures necessitated specifically by the subject extra work, and shall be segregated as follows:
- a. Labor. The costs of labor will be the actual cost for wages prevailing locally for each craft or type of worker at the time the extra work is done, plus employer payments of payroll taxes and insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State or local laws, as well as assessment or benefits required by lawful collective bargaining agreements. The use of a labor classification which would increase the extra work cost will not be permitted unless the contractor 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.

- b. **Materials.** The cost of materials reported shall be at invoice or lowest current price at which such materials are locally available in the quantities involved, plus sales tax, freight and delivery.
- c. **Tool and Equipment Use.** No payment will be made for the use of tools which have a replacement value of \$100 or less. Regardless of ownership, the rates to be used in determining equipment use costs shall not exceed listed rates prevailing locally at equipment rental agencies, or distributors, at the time the work is performed.
- d. **Overhead, Profit and Other Charges.** The mark-up for overhead and profit on work added to the Contract shall be according to the following Schedule.
 - (1) For work performed by the Contractor's forces the added cost for overhead and profit shall not exceed fifteen (15%) percent of the net cost of the work, equipment, labor and materials.
 - (2) For work performed by a subcontractor, the added cost for overhead and profit shall not exceed fifteen (15%) percent of the net cost of the work, equipment, labor and materials, to which the Contractor may add five (5) percent of the subcontractor's price of the work.
 - (3) For work performed by a sub-subcontractor the added cost for overhead and profit shall not exceed fifteen (15 %) percent of the net cost for work, equipment, labor and materials to which sub-contractor and general contractor may each add an additional five (5 %) percent of the total price from the lower tier subcontractor.
 - (4) "Net Cost" is defined as consisting of costs of labor, materials and equipment use and/or rental only. The costs of applicable insurance and bond premium will be reimbursed to the Contractor and subcontractors at cost only, without mark-up.
 - (5) The cost of direct supervision, except when provided by working foreman whose time is included above, of change order work when done exclusively, and not in conjunction or at the same time as, other work performed on the job and when approved in advance by the County's authorized representative, including only payroll taxes, insurance, pension and direct costs for the labor of supervision may be charged to the change order. The cost of transportation, use of vehicle and other costs incurred by supervision will not be allowed.

19.1.12 For added or deducted work by subcontractors, the Contractor shall furnish to the County the subcontractor's signed detailed estimate of the cost of labor, material and equipment, including the markup by such subcontractor for overhead and profit. The same requirement shall apply to sub-subcontractors.

19.1.13 For added or deducted work furnished by a vendor or supplier, the Contractor shall furnish to the County a detailed estimate or quotation of the cost to the Contractor for such work, signed by such vendor or supplier.

19.1.14 Any change in the work involving both extras and credits shall show a new total cost, including subcontracts. Allowance for overhead and profit, as specified therein, shall be applied if the net total cost is an extra; overhead and profit allowances shall not be applied if the net total cost is a credit. The estimated cost of deductions shall

be based on labor and material prices on the date the Contract was executed.

19.1.15 The Contractor shall identify any adjustment in time of the final completion of the Work as a whole which is directly attributable to the changed work within fifteen (15) calendar days of receipt of the proposed change order. The Contractor's request for a change in time will be supported by a detailed schedule analysis including a schedule indicating the activities which have been affected and the additional time being requested.

a. For a change in time for the Work, the Contractor shall be entitled only to such adjustments where completion of the entire Work (critical path) is delayed due to the performance of the changed work. Failure to request extra time when submitting such estimate shall constitute waiver of the right to subsequently claim adjustment in time for final completion based upon such changed work.

b. If the County and the Contractor fail to arrive at an agreement on the amount of extra cost, credit or time extension for a proposed change, a change order will be processed in the amount believed by the County to be reasonable, and the Contractor shall proceed with the work. If the Contractor believes that the amount or time stipulated in the change order is not reasonable for the work required, he may elect to issue a notification in accordance with the DISPUTES article for review by the County, stating therein the basis for his dispute with such change order.

19.1.16 Any change in the Work shall conform to the original Contract Documents insofar as they may apply without conflict to the conditions involved in the change.

19.1.17 Payment for additional work or extras, if any, shall become due and payable in accordance with the provisions for payment in the Contract.

19.1.18 Contractor shall not reserve a right to assess impact cost, extended job site costs, extended overhead, and/or constructive acceleration at a later date as related to any and all changes. All costs or estimated costs must be supported with full schedule and cost documentation with each proposed change within the prescribed submission times. If a request for a change is denied and the Contractor disputes the denial, the Contractor must supply the aforementioned documentation to support his claim under the DISPUTES article of this Contract. No claims shall be allowed for impact, extended overhead costs, and/or construction acceleration due to the multiplicity of changes and/or clarifications. Any attempt by Contractor to change or modify the change order form (sample included herein) shall void the form, including any letters the Contractor may issue in conjunction therewith.

19.1.19 All alterations, extensions of time, extra and additional work and other changes authorized by these specifications or any part of the Contract may be made without securing consent of the surety or sureties on the contract bonds.

19.2 CHANGE ORDERS AND LABOR RATES GUIDELINES

19.2.1 The following are guidelines for preparing change orders:

a. Labor Rates:

(1) To establish the labor rate for each classification and trade, a breakdown shall be submitted to the County.

(2) Labor rates are based on current prevailing state and federal wages. Only those

benefits mandated by law or a valid labor contract are paid by the County.

- (3) Payroll taxes shall be paid as mandated by law. Labor related insurances shall be paid according to industry standard average.
- (4) No other costs related to labor shall be paid by County.

b. Change Orders:

- (1) Change orders shall be prepared in accordance with the project contract.
- (2) No insurance costs are paid by County, except for labor insurances specified in this guideline under section 1 titled "LABOR RATES".
- (3) Material cost shall be broken down on a separate sheet, and for those jobs designated as time and material shall be supported by valid invoices from suppliers.
- (4) Hours for non-productive labor, such as non-working foremen or general foremen, shall be paid only when justified in the opinion of the County, and approved by the County. The total number of nonproductive labor hours shall be limited to a maximum of 15% of the total number of productive labor hours.
- (5) Cost of use of special equipment shall be paid when justified in the opinion of the County, and approved by the County. Equipment refers to special equipment that is needed to perform that specific job, and does not include the usual tools customarily required for that trade. Small tools costs are not paid by County.
- (6) Material transportation costs are paid by County when justified in the opinion of the County, and approved by the County's authorized representative.
- (7) Overhead, profit and fees on subcontracts, are paid according to the contract.
- (8) No costs other than those designated above shall be paid by County. The percentages of overhead and fee allowed with change orders have been established to account for any other direct or indirect costs that might be incurred due to the change order.

19.3 AUDIT

19.3.1 The County shall have the right to examine and audit all books, estimates, records, contracts, documents, bid documents, subcontracts, and other data of the Contractor (including computations and projections) related to negotiating, pricing, or performing the modification in order to evaluate the accuracy and completeness of the cost or pricing data at no additional cost to the County.

19.3.2 The Contractor shall make available at its office at all reasonable times the materials described in paragraph 19.3.1 above, for examination, audit, or reproduction, until 4 years after final payment under this Contract.

19.3.3 The Contractor shall insert a clause containing all the provisions of this 19.3, including this paragraph, in all subcontracts over \$10,000 under this contract.

ARTICLE 20 PAYMENT

20.1 PROGRESS PAYMENTS

- 20.1.1** The County shall pay the Contractor the price as provided in this Contract.
- 20.1.2** The County shall make progress payments monthly as the Work proceeds, on estimates approved by the County. The Contractor shall furnish a breakdown of the total contract price, in a format provided by the County, showing the amount included therein for each principal category of the work, in such detail as requested, to provide a basis for determining progress payments.
- 20.1.3** Contractor shall submit to the County vouchers, schedule activities, or other satisfactory proof of the value of any work for which he claims payment on such account, and receipts showing that progress payments have been duly made on such contracts, and for materials furnished.
- 20.1.4** In the preparation of estimates, the County may authorize 75% of the value of material delivered and satisfactorily stored on the site, and preparatory work done to be taken into consideration for major equipment if:
- a. Consideration is specifically authorized by this Contract; and
 - b. The Contractor furnishes certified receipt that it has acquired title and paid invoices for such material and that the material will be used to perform this Contract.
- 20.1.5** On the 25th of each month the Contractor will submit his request for payment. Prior to that submittal the County will review the requested percentage of completion for each activity. The payment request will be in the format as provided by the County and will refer to the schedule.
- 20.1.6** Upon receipt of a payment request, the County shall:
- a. Review that request as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request; and
 - b. Any payment request determined not to be a proper request suitable for payment shall be returned to the Contractor as soon as practicable, but not later than seven (7) calendar days after receipt. The returned request for payment shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.
- 20.1.7** Any progress payment which is undisputed and properly submitted and remains unpaid for thirty (30) calendar days after receipt by County shall accrue interest to the Contractor equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the California Code of Civil Procedure. The number of days available to the County to make a payment without incurring interest pursuant to this section shall be reduced by the number of days by which the County exceeds the seven-day return requirement set forth in 20.1.6 above.
- 20.1.8** In making these progress payments, there shall be retained ten percent (10%) from the amount of each progress payment until the work is 50% complete. After the 50% completion point, if satisfactory progress is being made and at the sole discretion of the County, the retention may be reduced to a minimum of 5% of the contract.
- 20.1.9** Except as otherwise prohibited by law, the Contractor may elect to receive all payments due under the contract

pursuant to this section without any retention, by posting securities in accordance with Public Contract Code Section 22300.

20.1.10 Contractor and each subcontractor shall pay each of its employees engaged in work under this Contract in full (less deductions made mandatory by law) in accordance with California law.

20.1.11 The County may withhold (in excess of retentions) or, on account of subsequently discovered evidence, nullify the whole or a part of any certificate to such extent as may be necessary to protect the County from loss on account of:

- a. Defective work not remedied.
- b. Claims filed or reasonable evidence indicating probable filing of claims.
- c. Failure of the Contractor to make payments properly to subcontractors or for material or labor.
- d. Damage to another Contractor.
- e. Delays in progress toward completion of the work, with the stipulated amount of liquidated damages being withheld for each day of delay for which no extension is granted.
- f. Default of the Contractor in the performance of the terms of the Contract.

20.1.12 Should stop notices be filed with the County, County shall withhold the amount required plus 25% from certificates until such claims shall have been resolved pursuant to applicable law. California Civil Code Section 3179 et seq.

20.1.13 At the election of the County, Contractor shall provide, within ten (10) calendar days of receipt of each progress payment, unconditional waivers and release of lien rights, signed by Contractor and each of its subcontractors and materials suppliers, in the form established therefore by Section 3262 of the Civil Code.

20.1.14 All material and work covered by progress payments made shall, at the time of payment, become the sole property of the County, but this shall not be construed as:

- a. An acceptance of any work not in accordance with the Contract Documents; or
- b. Waiving the right of the County to require the fulfillment of all of the terms of the contract.

20.2 FINAL PAYMENT

20.2.1 GENERAL

- a. The County shall pay the amount due the Contractor under this Contract after:
 - 1.) The Acceptance of all work and Notice of Completion per the terms of this Contract;
 - 2.) Presentation of a properly executed voucher;
 - 3.) Release of all liens and Stop Notices; and

4.) Presentation of release of all claims against the County arising by virtue of this Contract, other than claims and disputes in stated amounts, that the Contractor has specifically excepted from the operation of the release.

b. The Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the County, to indemnify him against any lien.

20.2.2 FINAL CERTIFICATE FOR PAYMENT

a. When the work is ready for acceptance by the County, the Department of Facilities Management will certify and submit to the Board of Supervisors a Notice of Completion. Upon approval of the Notice of Completion, a copy will be sent to the Contractor.

b. Notice of Completion will be recorded by the County upon completion and Acceptance of the Work. Providing no stop notices have been filed, thirty-five (35) calendar days after filing of such Notice of Completion, payment due under the contract will become due to the Contractor and the County shall so certify authorizing the final payment.

20.2.3 FINAL PAYMENT

a. After Acceptance of Work, the County will submit to Contractor a statement of the sum due Contractor under this contract, together with County payment in the amount thereof. Said statement shall take into account the contract price, as adjusted by any change orders; amounts already paid; sums to be withheld for incomplete work; liquidated damages; and for any other cause under the Contract.

b. The Contractor shall, from the effective date of Acceptance until the expiration of four years after final settlement under this Contract, preserve and make available to the County, all its books, records, documents, and other evidence bearing on the costs and expenses of the Contractor under this Contract.

ARTICLE 21 SUSPENSION OF WORK/TERMINATION

21.1 NON-COMPLIANCE WITH CONTRACT REQUIREMENTS

21.1.1 In the event the Contractor, after receiving written notice from the County of non-compliance with any requirement of this Contract, fails to promptly initiate appropriate action to comply with the specified requirement, the County shall have the right to withhold payment for work completed under the Contract until the Contractor has complied with the notice or has initiated such action as may be appropriate to comply, within a reasonable period of time. The Contractor shall not be entitled to any extension of contract time or payment for any costs incurred for work under this article.

21.1.2 Should the Contractor abandon the Work called for under the Contract, or assign his Contract, or unnecessarily and unreasonably delay the work, or willfully violate or perform the work in bad faith, the County shall have the power to notify the Contractor to discontinue all work or any part thereof under this Contract, and thereupon the Contractor shall cease to continue said work or such part thereof as the County may designate, and the County shall have the power to employ such persons as it may consider desirable, and to obtain by contract, purchase, hire or otherwise, such implements, tools, material or materials as the County may deem advisable to work at

and be used to complete the work herein described, or such part thereof as shall have not been completed, and to use such material as it may find upon the site of the work, and to charge the expense of such labor and material, implements and tools to the Contractor, and the expense so charged shall be deducted and paid by the County out of such monies as may either be due, or may at any time thereafter become due to the Contractor under the Contract.

21.2 TERMINATION

21.2.1 TERMINATION FOR BREACH

If the Contractor should be adjudged bankrupt or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he or any of his subcontractors should violate any of the provisions of the Contract, the County may serve written notice upon him and his surety of its intention to terminate Contractor's performance hereunder, said notice shall contain the reasons for such intention to terminate Contractor's performance, and, unless within ten (10) calendar days after serving of said notice, such violation shall cease and satisfactory arrangements for correction thereof be made, Contractor's performance shall, upon the expiration of said ten (10) calendar days, cease and terminate. In the event of any such termination, the County shall immediately serve written notice thereof upon the surety and the Contractor, and the County may take over the Contractor's work and prosecute the same to completion by contract or by any other method it may deem advisable, for the account and at the expense of the Contractor, and the Contractor and his surety shall be liable to the County for any excess cost occasioned the County thereby, and in such event the County may without liability for so doing take possession of and utilize in completing the work, such materials, appliances, plants, and other property belonging to the Contractor as may be on the site of the work and necessary therefore.

21.2.2 TERMINATION FOR CONVENIENCE

- a. If the construction of the project herein is damaged, which damage is determined to have been proximately caused by an Act of God, in excess of 5% of the contract amount, provided that the work damaged is built in accordance with applicable building standards and the plans and specifications, then the County may, without prejudice to any other right or remedy, terminate the Contract.
- b. The County may terminate performance of work under this Contract in whole or in part, if the County determines that a termination is in the County's interest. The County shall terminate by delivering to the Contractor a Notice to Terminate specifying the extent of termination and the effective date.
- c. After receipt of such Notice, and except as directed by the County, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:
 - (1) Stop work as specified in the notice.
 - (2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete any continued portion of the Contract.
 - (3) To terminate all subcontracts to the extent they relate to the work terminated.

- (4) With approval or ratification to the extent required by the County, settle all outstanding liabilities and termination settlement proposals arising from termination of subcontracts; the approval or ratification will be final for purposes of this clause.
 - (5) As directed by the County, transfer title and deliver to the County (1) the fabricated or unfabricated parts; work in progress, completed work, supplies, and other material produced or acquired for the work terminated; and (2) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the County.
 - (6) Complete performance of work not terminated.
 - (7) Take any action that may be necessary, or that the County may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the County has or may acquire an interest.
 - (8) Use its best efforts to sell, as directed or authorized by the County, any property of the types referred to in subparagraphs above; provided, however, that the Contractor (1) is not required to extend credit to any purchaser and (2) may acquire the property under the conditions prescribed by, and at prices approved by the County. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the County under this contract, credited to the price or cost of the work, or paid in any other manner directed by the County.
- d. After termination, the Contractor shall submit a final termination settlement proposal to the County in the form and with the certification prescribed by the County. The Contractor shall submit the proposal promptly, but no later than thirty (30) days from the effective date of termination. If the Contractor fails to submit the proposal within the time allowed, the County may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.
- e. Subject to subparagraph (2) above, the Contractor and the County may agree upon the whole or any part of the amount to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, may not exceed the total contract price as reduced by:
- (1) the amount of payments previously made and;
 - (2) the contract price of work not terminated. The contract shall be amended with a Change Order, and the Contractor paid the agreed amount.
- f. If the Contractor and County fail to agree on the whole amount to be paid the Contractor because of the termination of work, the County shall pay the Contractor the amounts determined as follows:
- (1) For contract work performed before the effective date of termination, the total (without duplication of any terms) of:

- (i) The cost of this work;
 - (ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (i) above; and
 - (iii) A sum, as profit on (i) above, determined by the County to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the County shall allow no profit under this subdivision (iii).
- (2) The reasonable costs of settlement of the work terminated including:
 - (i) Accounting, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data; and
 - (ii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.
- g. Except for normal spoilage, the County shall exclude from the amounts payable to the Contractor the fair value, as determined by the County, of defective work, and of property that is destroyed, lost, stolen, or damaged so as to become undeliverable.
- h. The Contractor shall have the right to make a claim under the DISPUTES article, from any determination made by the County.
- i. In arriving at the amount due the Contractor, there shall be deducted:
 - (1) All unliquidated advance or other payments to the Contractor under the terminated portion of this Contract;
 - (2) Any claim which the County has against the Contractor under this Contract; and
 - (3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the County.
- j. If the termination is partial, the Contractor may file a proposal with the County for a Change Order of the price(s) of the continued portion of the Contract. The County shall process any Change Order agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within thirty (30) days from the effective date of termination unless extended in writing by the County.
- k. The County may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the Contract, if the County believes the total of these payments will not exceed the amount to which the Contractor will be entitled. If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the County upon demand, together with interest.
 - l. Unless otherwise provided in this Contract or by statute, the Contractor

will maintain all records and documents relating to the terminated portion of this Contract for 4 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this Contract. The Contractor shall make these records and documents available to the County, State and/or the U.S. Government or their representatives at all reasonable times, without any direct charge.

ARTICLE 22 DISPUTES/CLAIMS

22.1 CLAIMS RESOLUTION

In accordance with Public Contract Code Sections 20104 20104.6 and other applicable law, public works claims of \$375,000 or less which arise between the Contractor and the Owner shall be resolved under the following the statutory procedure unless the Owner has elected to resolve the dispute pursuant to Public Contract Code Section 10240 et seq.

- a. All claims shall be submitted in writing and accompanied by substantiating documentation. Claims must be filed on or before the date of final payment unless other notice requirements are provided in the contract. "Claim" means a separate demand by the claimant for (1) a time extension, (2) payment of money or damages arising from work done by or on behalf of the claimant and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled, or (3) an amount the payment of which is disputed by the Owner.
- b. Claims Under \$50,000. The Owner shall respond in writing to the claim within 45 days of receipt of the claim, or, the Owner may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the Owner may have. Of additional information is needed thereafter, it shall be provided upon mutual agreement of the Owner and the claimant. The Owner's written response shall be submitted 15 days after receiving the additional documentation, or within the same period of time taken by the claimant to produce the additional information, whichever is greater.
- c. Claims over \$50,000 but less than or equal to \$375,000. The Owner shall respond in writing within 60 days of receipt, or, may request in writing within 30 days of receipt of the claim, any additional documents supporting the claim or relating to defenses or claims the Owner may have against the claimant. If additional information is needed thereafter, it shall be provided pursuant to mutual agreement between the Owner and the claimant. The Owner's response shall be submitted within 30 days after receipt of the further documents, or within the same period of time taken by the claimant to produce the additional information or documents, whichever is greater. The Contractor shall make these records and documents available to the County, State and/or the U.S. Government or their representatives at all reasonable times, without any direct charge.
- d. If the claimant disputes the Owner's response, or if the Owner fails to respond within the statutory time period(s), the claimant may so notify the Owner within 15 days of the receipt of the response or the failure to respond, and demand an informal conference to meet and confer for settlement. Upon such demand, the Owner shall schedule a meet and confer conference within 30 days.
- e. If following the meet and confer conference, the claim or any portion thereof remains in

dispute, the claimant may file a claim pursuant to Government Code 900 et seq. and Government Code 910 et seq. For purposes of those provisions, the time within which a claim must be filed shall be tolled from the time the claimant submits the written claim until the time the claim is denied, including any time utilized for the meet and confer conference.

- f. If a civil action is filed to resolve any claim, the provisions of Public Contract Code 20104.4 shall be followed, providing for nonbinding mediation and judicial arbitration.

22.2 CLAIM FORMAT/REQUIREMENTS

22.2.1 The Contractor will submit the claim justification in the following format:

- a. Summary of claim merit and price plus clause under which the claim is made.
- b. List of documents relating to claim
 - (a) Specifications
 - (b) Drawings
 - (c) Clarifications (RFIS)
 - (d) Schedules
 - (e) Other
- c. Chronology of events and correspondence
- d. Analysis of claim merit
- e. Analysis of claim cost
- f. Analysis of Time in CPM format
- g. Cover letter and certification (form included herein)

22.2.2 If any claim submitted includes a request for overhead, the County may request a Profit & Loss statement and supporting documentation from Contractor. If requested, such documentation must be submitted for the County to consider the claim.

22.2.3 Submission of a claim, properly certified, with all required supporting documentation, and written rejection or denial of all or part of the claim by County, is a condition precedent to any action, proceeding, litigation, suit, general conditions claim, or demand for arbitration by Contractor.

22.3 NOTICE OF THIRD PARTY CLAIMS

The County shall provide notification to the Contractor within a reasonable time after receipt of any third-party claim relating to the Construction Contract.

**SECTION 01010
SUMMARY OF WORK**

PART 1 - GENERAL

1.1 THE PROJECT

- A. Project Name: U.S. District Court Finishes
- B. Owner's Name: County of Riverside
- C. Architect's Name: Ruhnau, Ruhnau and Clarke
- D. Project Consists of:
 - 1. Replacement of finishes, including but not limited to, wall covering, paint, carpet, and rubber base throughout all four floors of the existing Riverside District Court House.
- E. Security Considerations:
 - 1. Contractor shall be responsible to comply with all security restrictions set forth by the United States Marshals. These restrictions include but are not limited to the following:
 - a. Employee Background Checks
 - b. Fingerprinting
 - c. Searches of Employees and their equipment
 - d. Offsite parking of construction and personal vehicles
 - e. Offsite storage of construction equipment, materials and waste.

1.2 CONTRACT DESCRIPTION

- A. Contract Type: A single prime contract based on a Stipulated Price as described in the Agreement.
- B. Insurance Requirements: All applicable insurance requirements apply as stated in the Project's General Conditions EXCLUDING "Course of Construction" Insurance.

PART 2 - PRODUCTS - (Not Applicable to this Section.)

PART 3 - EXECUTION - (Not Applicable to this Section.)

END OF SECTION

**SECTION 01250
CONTRACT MODIFICATION PROCEDURES**

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Administrative requirements for changes in the Work.
- B. Documentation of changes in Contract Sum and Contract Time.
- C. Change procedures.
- D. Field Change Directives.
- E. Change Orders.
- F. Execution of Change Orders.
- G. Reconciliation of Change Orders.

1.2 RELATED DOCUMENTS AND SECTIONS

- A. Agreement: Monetary values to be used in computing Change Orders.
- B. Conditions of the Contract and Supplementary Conditions of the Contract: Governing requirements for changes in the Work, in Contract Sum and Contract Time.
- C. Section 01290 - Measurement and Payment: Applications for payment.
- D. Section 01600 - Product Requirements: Product options, substitutions, omissions and misdescriptions.
- E. Section 01770 - Contract Closeout: Project record documents.

1.1 ADMINISTRATIVE REQUIREMENTS FOR CHANGES IN THE WORK

- A. Responsible Person for Contractor: Submit name of the individual authorized to receive construction change documents, and who is responsible for informing others in Contractor's employ or subcontractors of changes in the Work.
- B. Change Order Forms: Form as directed by Owner.

1.4 DOCUMENTATION OF CHANGES IN CONTRACT SUM AND CONTRACT TIME

- A. Documentation of Changes in Contract Sum and Contract Time: Provide full information required for evaluation of proposed changes and to substantiate costs of changes in the Work.
- B. Document each quotation for a change in Contract Sum and Contract Time, with sufficient data to allow evaluation of the quotation.

C. Additional Data: Upon request, provide additional data to support computations:

1. Quantities of products, labor and equipment.
2. Taxes, insurance and bonds.
3. Overhead and profit.
4. Justification for change in Contract Time, if claimed.
5. Credit for deletions from Contract, similarly documented.

1.5 CONSTRUCTION BULLETINS

A. Construction Bulletins, General: The following describe administrative procedures to be followed in compliance with provisions of the Conditions of the Contract for Architect's Supplemental Instructions, Field Change Directives and Change Orders. The Architect will prepare and issue a Bulletin on which the Architect's Supplemental Instructions, a Field Change Directive or a Request for Proposal will be presented to the Contractor for action.

1.6 REQUESTS FOR PROPOSAL

A. Architect- or Owner-Initiated Requests for Proposal: The Architect will issue a Bulletin containing a Request for Proposal, which will include a detailed description of a proposed change, with supplementary or revised Drawings and Specifications as appropriate.

1. Such Request for Proposal may include an estimate of additions or deductions in Contract Time and Contract Sum for executing the change and may include stipulations regarding overtime work and the period of time the requested response from the Contractor shall be considered valid.
2. Contractor shall prepare and submit a response to the Request for Proposal within 14 days of the date of the Request for Proposal.

B. Contractor-Initiated Request for Proposal: The Contractor may propose a change by submitting a request for a change to the Architect, describing the proposed change and its full effect on the Work, with a statement describing the reason for the change, and a full description of effects on the Contract Sum, Contract Time, related Work and work being performed under separate contracts.

1. Requests for substitutions shall be included under this category, with procedures as specified in Section 01600 - Product Requirements.
2. After review of the request and with the Owner's approval, the Architect will prepare a Bulletin containing a Request for Proposal, as described above.
3. Issuance of such a request by the Architect shall not indicate authorization of the Contractor to proceed with the proposed change.
4. Changes will be approved only by an approved Field Change Directive and Change Order.

1.7 ARCHITECT'S SUPPLEMENTAL INSTRUCTIONS

A. Architect's Supplemental Instructions:

1. Minor changes in the Work, not involving an adjustment in either the Contract Sum or Contract Time, as authorized by the Conditions of the Contract, will be presented by the Architect using the Architect's Bulletin form.
2. Should the Architect's Supplemental Instructions result in disputed costs and time adjustments, such dispute shall be resolved in accordance with the provisions of the Conditions of the Contract.

1.8 FIELD CHANGE DIRECTIVES

- A. Field Change Directives: In accordance with provisions of the Conditions of the Contract, the Owner may direct the Contractor to proceed with a change in the Work prior to formal preparation, review and agreement of a Change Order, in order to not delay construction.
1. The Architect will prepare and issue a Bulletin containing a Field Change Directive which, when signed by the Owner and the Architect, shall instruct the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
 2. Should the Field Change Directive result in disputed costs and time adjustments, such dispute shall be resolved in accordance with the provisions of the Conditions of the Contract.
 3. Field Change Directives shall follow procedures specified below for Change Orders except that Contractor shall immediately proceed with the change upon receipt of the signed Change Directive.

1.9 CHANGE ORDERS

- A. Construction Changes Based on Stipulated Sum or Time: Based on the Contractor's response to a Request for Proposal or Field Change Directive, the Owner and Architect will review the response.
1. The Owner and Contractor shall negotiate a mutually acceptable adjustment in Contract Sum and Contract Time, as appropriate, prior to performance of the changed Work.
 2. A Change Order for the stipulated amounts shall be prepared based on the stipulated sum and change in time.
- B. Construction Changes Based on Unit Costs or Quantities: When the scope of a change in the Work cannot be accurately determined in advance, a Field Change Directive shall be executed based on mutually-acceptable quantities and pre-determined unit prices. Actual costs shall be determined after completion of the Work and a Change Order for this amount shall be executed.
- C. Construction Changes Based on Time and Material Costs: When the scope of a change in the Work cannot be accurately determined in advance, a Field Change Directive shall be executed based upon an agreement that the Owner will adjust the Contract Sum and the Contract Time based on actual costs and time expended by the Contractor in performance of the change.
- D. Cost and Time Resolution: If amounts for changes in Contract Sum and Contract Time cannot be agreed upon by Owner and Contractor, amounts shall be resolved in

accordance with provisions of the Conditions of the Contract for resolution of disputes and the following:

1. Contractor shall keep accurate records of time, both labor and calendar days, and cost of materials and equipment.
2. Contractor shall prepare and submit an itemized account and supporting data after completion of changed Work, within the time limits indicated in the Conditions of the Contract.
3. Contractor shall provide full information as required and requested, for Owner and Architect to evaluate and substantiate proposed costs and time for the change in the Work.
4. When Owner and Contractor determine mutually-acceptable amounts for changes in Contract Sum and Contract Time, a Change Order shall be executed for these amounts.
5. Owner shall have the right to audit Contractor's invoices and bid quotations to substantiate costs for Change Orders.

E. Change Order Preparation, General:

1. In response to each Request for Proposal or Field Change Directive, Contractor shall submit information for review by Owner and Architect, in order to confirm the scope of the proposed change and to determine the acceptable amounts, if any, for changes to be made in the Contract Sum and Contract Time.
2. In accordance with provisions of the Conditions of the Contract, the Architect and the Owner will review the Contractor's response to the Request for Proposal or Field Change Directive, confirm the scope of the proposed change and determine with the Contractor the acceptable amounts, if any, for changes in the Contract Time and the Contract Sum.

F. Execution of Change Orders:

1. When agreement is reached on changes, if any, in the Contract Time and the Contract Sum, the Contractor shall prepare a Change Order using a form as directed by the Owner, with supplementary documents as necessary to describe the change and the associated costs and schedule impacts.
2. Submit Change Orders to Owner through the Architect.
3. Contractor shall prepare and submit five original sets of documents for each Change Order. Owner, Architect and Contractor shall sign the Change Order indicating acceptance and approval of the change.
4. Upon approval of the Change Order, Contractor shall promptly execute the change in the Work.

1.10 RECONCILIATION OF CHANGE ORDERS

- A. Schedule of Values: Contractor shall promptly revise the Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjustment to the Contract Sum.
- B. Schedules: Contractor shall promptly revise progress schedules to reflect changes in Contract Time, revising sub-schedules to adjust time for other items of Work as may be affected by the change. Contractor shall submit revised schedules at the next Application for Payment following approval and acceptance of the Change Order.

PART 2 - PRODUCTS - (Not applicable to this Section.)

PART 3 - EXECUTION - (Not applicable to this Section.)

END OF SECTION

**SECTION 01290
MEASUREMENT AND PAYMENT**

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Procedures for preparation and presentation of Applications for Payment.

1.2 RELATED DOCUMENTS AND SECTION

- A. Agreement: Contract Sum, amounts of Progress Payments and Retainages, and time schedule for presenting Applications for Payment.
- B. General Conditions of the Contract: Progress Payments and Final Payment.
- C. Supplementary Conditions of the Contract: Application for Payment and Retainages.
- D. Section 01250 - Contract Modification Procedures.
- E. Section 01770 - Contract Closeout: Final Payment.

1.3 FORM

- A. Prepare Applications for Payment on AIA Document G702 - Application and Certification for Payment, edition as stated in the Supplementary Conditions of the Contract. Include continuation sheets as necessary, using AIA Document G703 - Continuation Sheet, same edition as for AIA Document G702.
- B. AIA Documents G702 and G703 are available, for a nominal charge, from the Architect or from most local chapter offices of The American Institute of Architects.

1.4 PREPARATION OF APPLICATIONS

- A. The following requirements supplement the provisions of the General Conditions of the Contract, as may be modified by the Supplementary Conditions of the Contract. Refer to appropriate Article, Payment and Completion, in the General Conditions of the Contract.
- B. Present required information typewritten on the required forms.
- C. Execute certification by signature of authorized officer of the Contractor.
- D. Use data form approved Schedule of Values. Provide dollar value in each column of Application for each line item for portion of Work performed and for products stored, if permitted.
- E. List each authorized Change Order as an extension on the continuation sheet, listing the Change Order number and dollar value as for an original portion of Work.

- F. List each Field Change Directive as each provides for an adjustment in the Contract Sum. Include in the Application only amounts not in dispute. Refer to appropriate Paragraph of the General Conditions.
- G. Prepare Application for Final Payment as specified in Section 01770 - Contract Closeout.
- H. No Change Orders shall be included with Application for Payment until approved in writing by Owner and Architect.

1.5 SUBMITTAL PROCEDURES

- A. The following requirements supplement the provisions of the General Conditions of the Contract, as may be modified by the Supplementary Conditions of the Contract. Refer to Paragraph referencing Applications for Payment, in the General Conditions of the Contract.
- B. Submit five (5) copies of each Application for Payment with original signature. Round off values to nearest dollar or as specified for the Schedule of Values.
- C. Submit an updated construction schedule with each Application for Payment.
- D. Provide with each Application for Payment lien releases from all subcontractors, workers and materials suppliers employed for the Project covering their portion of Work to date for which payment application is made. Lien release forms will be provided by Owner and shall be completed in accordance with directions provided.
- E. Payment Period: Submit Applications at intervals and covering periods stated in the Agreement. Application submission date may be adjusted by mutual consent of the Owner and Contractor to coincide with regularly scheduled progress meetings or to accommodate holiday periods.

1.6 SUBSTANTIATING DATA

- A. Submit substantiating information, as required by Owner and Architect, to substantiate dollar amounts on Application for Payment. Substantiating information will normally be required only for those portions of Work whose completion state cannot be readily determined by observation of the completed Work.
- B. Provide one copy of substantiating information with each copy of the Application.

PART 2 - PRODUCTS - (Not Applicable to this Section.)

PART 3 - EXECUTION - (Not Applicable to this Section.)

END OF SECTION

**SECTION 01325
PROGRESS SCHEDULES**

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Construction progress schedule.
- B. Submittals schedule.

1.2 RELATED SECTIONS

- A. Section 01330 - Shop Drawings, Product Data and Samples: General requirements for submittals to be included in Submittals Schedule.

1.3 CONSTRUCTION PROGRESS SCHEDULE

- A. Format: Prepare schedules in format at Contractor's option, either bar chart, PERT or GANTT format, providing clear indication of sequencing and scheduling of Work, for determination of "critical path" of construction progress. Present schedules using opaque reproductions on substantial paper, with sheet size a multiple of 8-1/2 inches by 11-inches and large enough to clearly read characters.
- B. Content: Clearly indicate complete sequence of construction by major activity, with dates for beginning and completion of each element of Work.
 - 1. Indicate delivery dates for Owner-Furnished/Contractor-Installed (OFICI) products and products identified as Allowance items.
 - 2. Identify Work of separate buildings, phases, units or other logically grouped activities to facilitate review of Application for Payment with completed Work.
- C. Coordination: Coordinate format with Schedule of Values specified in Section 01290 - Measurement and Payment so construction progress can be correlated with Application for Payment. Coordinate format and content with Submittals Schedule, specified in Article below.
- D. Administration:
 - 1. Submit two copies to Construction Manager and one copy to Architect.
 - 2. Submit initial Construction Progress Schedule within 14 days of construction start date established in Notice to Proceed.
 - 3. After review, submit revised Construction Progress Schedule within 10 days.
 - 4. Submit revised Construction Progress Schedules monthly thereafter, accompanying the Application for Payment.
 - 5. Revise schedule also upon issuance of Change Orders and Construction Change Directives which substantially affect construction sequence or schedule.
- E. Posting: Post one copy, minimum, of most recent Construction Schedule in the Contractor's jobsite office, readily available to Construction Manager and Architect.

- F. Archive: Preserve a minimum of two copies of all superseded schedules, with a minimum of one copy available at job office for review by Construction Manager or Architect.

1.4 SUBMITTALS SCHEDULE

- A. Format: Prepare Submittals Schedule in a format comparable to Construction Progress Schedule, specified in Article above.
- B. Content: List all items specified to be submitted, indicating submittal number (see instructions specified in Section 01330 - Shop Drawings, Product Data and Samples), submittal type (i.e., product data, shop drawings, sample, quality control report, maintenance and operating data, etcetera), scheduled date submittal is to be made and date review should be complete in order to maintain construction on schedule.
- C. Administration: Review of Submittals Schedules by Architect and Construction Manager will be to ascertain the general status of submittals review and shall not be interpreted to establish or approve the means, methods, techniques and sequences of construction.
 - 1. Submit one copy each to Construction Manager and Architect.
 - 2. Submit initial Submittals Schedule within 14 days of construction start date established in Notice to Proceed.
 - 3. After review, resubmit Submittals Schedule within 10 days and thereafter submit updated Submittals Schedules at each Construction Progress Meeting.
- D. Posting: Post one copy of most recent Construction Schedule in the Contractor's job office, readily available to Construction Manager and Architect.
- E. Archive: Preserve a minimum of two copies of all out-of-date schedules, with a minimum of one copy available at job office for review by Owner, Construction Manager or Architect.

1.5 REVIEWS BY ARCHITECT AND CONSTRUCTION MANAGER

- A. Reviews by Architect and Construction Manager: Reviews by Architect and Construction Manager will be to ascertain the general status of construction and shall not be interpreted to establish or approve the means, methods, techniques and sequences of construction.

1.6 CONTRACTOR'S REVIEW

- A. Contractor's Review: All schedules shall be reviewed and approved by Contractor prior to submission for Architect's and Construction Manager's review.
- B. Changes and Deviations: Identify all deviations from requirements of Drawings and Specifications.
 - 1. Changes in the Work shall not be authorized by submittals review actions.
 - 2. No review action, implicit or explicit, shall be interpreted to authorized changes in the Work.

3. Changes shall only be authorized by separate written Change Order or Field Change Directive, in accordance with the Conditions of the Contract and Section 01250 - Contract Modification Procedures.

PART 2 - PRODUCTS - (Not Applicable to this Section.)

PART 3 - EXECUTION - (Not Applicable to this Section.)

END OF SECTION

SECTION 01330
SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Administrative requirements for shop drawings, product data and samples submittals.
- B. Submittals Schedule.
- C. Contractor's review of submittals.
- D. Architect's review of submittals.
- E. Product data submittals.
- F. Shop drawing submittals.
- G. Sample submittals.
- H. Maintenance and operation data submittals.

1.2 RELATED SECTIONS

- A. Section 01770 - Contract Closeout: Submittals for occupancy, Acceptance and Final Payment.
- B. Section 01780 - Operation and Maintenance Data: Requirements for preparation and submission of operation and maintenance data.

1.3 DEFINITIONS

- A. Shop Drawings, Product Data and Samples: Instruments prepared and submitted by Contractor, for Contractor's benefit, to communicate to Architect the Contractor's understanding of the design intent, for review and comment by Architect on the conformance of the submitted information to the general intent of the design. Shop drawings, product data and samples are not Contract Documents.
- B. Shop Drawings: Drawings, diagrams, schedules and illustrations, with related notes, specially prepared for the Work of the Contract, to illustrate a portion of the Work.
- C. Product Data: Standard published information ("catalog cuts") and specially prepared data for the Work of the Contract, including standard illustrations, schedules, brochures, diagrams, performance charts, instructions and other information to illustrate a portion of the Work.
- D. Samples: Physical examples that demonstrate the materials, finishes, features, workmanship and other characteristics of a portion of the Work. Accepted samples shall serve as quality basis for evaluating the Work.

- E. Other Submittals: Technical data, test reports, calculations, surveys, certifications, special warranties and guarantees, operation and maintenance data, extra stock and other submitted information and products shall not be considered as Contract Documents but shall be information from Contractor to Architect to illustrate a portion of the Work for confirmation of understanding of design intent.

1.4 ADMINISTRATIVE REQUIREMENTS

- A. Administrative Requirements for Submittals: Submittals shall be made in accordance with requirements specified herein and in product Sections of the Specifications.
- B. Transmission of Submittals: Transmit all submittals to the Architect through the Construction Manager, unless otherwise directed. Include all information specified below for identification of submittal and for monitoring of review process. Transmittal required for submittal is included at end of this Section.
- C. Timing of Submittals: Make submittals sufficiently in advance of construction activities to allow shipping, handling and review by the Architect and Architect's consultants.
- D. Submittals Identification:
1. Title each submittal with Project name, Architect's Project number and submission date.
 2. Identify each element on submittal by reference to Drawing sheet number, detail, schedule, room number, assembly or equipment number, Specifications article and paragraph, and other pertinent information to clearly correlate submittal with Contract Drawings.
 3. Identify each submittal by Specification Section number followed by a number indicating sequential submittal for that Section. For example:

09250-1	First submittal for Section 09250 - Gypsum Board.
09250-2	Second submittal for Section 09250 - Gypsum Board.
 4. Resubmittals shall use same number as original submittal, followed by a letter indicating sequential resubmittal. For example:

09250-2A	Resubmission of second submittal for Section 09250 - Gypsum Board.
09250-2B	Second resubmission of second submittal for Section 09250 - Gypsum Board.
- E. Grouping of Submittals: Unless otherwise specifically permitted by the Architect, make all submittals in groups containing all associated items. The Architect may reject partial submittals as incomplete or hold them until related submittals are made.
- F. Unsolicited Submittals: Unsolicited submittals will be returned unreviewed.
- G. Record Submittals: When record submittals are specified, submit three copies or sets only. Record submittals will not be reviewed but will be retained for historical and maintenance purposes.

1.5 SUBMITTALS SCHEDULE

- A. Format: Prepare schedules in format at Contractor's option, providing clear indication of sequencing and scheduling of Work, for determination of "critical path" of construction progress. Present schedules using opaque reproductions on substantial paper, with sheet size a multiple of 8-1/2 inches by 11-inches and large enough to clearly read characters.
- B. Content: List all items specified to be submitted, indicating submittal number (see instructions following), submittal type (i.e., product data, shop drawings, sample, quality control report, maintenance and operating data, etcetera), scheduled date submittal is to be made and date review should be complete in order to maintain construction on schedule.
- C. Administration:
 - 1. Submit initial Submittals Schedule within 14 days of date of Notice of Award of construction.
 - 2. After review and return by Architect, resubmit Submittals Schedule within 10 days and thereafter submit updated Submittals Schedules at each Construction Progress Meeting.
 - 3. Submit one copy each to Owner, Owner's Construction Manager and Architect.
- D. Posting: Post one copy of most recent Submittals Schedule in Contractor's field office, readily available to Owner, Owner's Construction Manager and Architect.
- E. Archive: Preserve a minimum of two copies of all superseded schedules, with one copy available at field office for review by Owner or Architect.

1.6 CONTRACTOR'S REVIEW OF SUBMITTALS

- A. Contractor's Review of Submittals: Prior to submission to Architect for review, Contractor shall review each submittal for completeness and conformance to specified requirements. Contractor shall stamp each submittal with a review action stamp and sign each copy certifying that:
 - 1. Field measurements have been determined and verified.
 - 2. Conformance with requirements of Contract Drawings and Specifications is confirmed.
 - 3. Catalog numbers and similar data are correct.
 - 4. Work being performed by various subcontractors and trades is coordinated.
 - 5. Field construction criteria have been verified, including confirmation that information submitted has been coordinated with the work being performed by others for Owner and actual site conditions.
 - 6. All deviations from requirements of Drawings and Specifications have been identified and noted.
- B. Changes in Work: Changes in the Work shall not be authorized by submittals review actions. No review action, implicit or explicit, shall be interpreted to authorized changes in the Work. Changes shall only be authorized by separate written direction, in accordance with the Conditions of the Contract and Section 01250 - Contract Modification Procedures.

1.7 ARCHITECT'S REVIEW OF SUBMITTALS

- A. Architect's Review of Submittals: Submittals shall be a communication aid between Contractor and Architect by which interpretation of Contract Documents requirements may be confirmed in advance of construction. Reviews by Architect and Architect's consultants shall be only for general conformance with the design concept of the Project and general compliance with the information given in the Drawings and Specifications.
- B. Contract Requirements:
 - 1. Review actions by Architect and Architect's consultants shall not relieve the Contractor from compliance with requirements of the Drawings and Specifications.
 - 2. No review action, implicit or explicit, shall be interpreted to authorize changes in the Work. Changes shall only be authorized by separate written Change Order or Construction Change Directive, in accordance with the Conditions of the Contract and Section 01250 - Contract Modification Procedures.

1.8 PRODUCT DATA SUBMITTALS

- A. Copies: Submit eight (8) copies, minimum, of original catalog pages or xerographic copies only, with applicable data highlighted and cross-referenced to Drawings and Specifications requirements. Wet-process and thermal (fax) copies will not be acceptable.
- B. Modifications to Standard Product Data: Modify manufacturer's standard catalog data to indicate precise conditions of the Project. Comply with requirements as for shop drawings, following. Provide space for review action stamps and, if required by governing authorities having jurisdiction, license seal of Architect and Architect's design consultant, if applicable.

1.9 SHOP DRAWINGS SUBMITTALS

- A. Copies: Prepare shop drawings on minimum sheet size of 17-inches by 22-inches, or smaller if a multiple of 8-1/2 inches by 11-inches. Submit one (1) reproducible and nine (9) prints typically, except as noted in product Specifications Sections. Copies in excess of nine (9) will not be reviewed or returned.
- B. Preparation: Shop drawings shall be original drawings prepared for submittal review, fabrication and execution of Work. Direct copies and modified reproductions of Contract Drawings will not be accepted for review. Provide space for review action stamps and, if required by governing authorities having jurisdiction, license seal of Architect and Architect's design consultant, if applicable.
- C. Coordination: Show all field dimensions and relationships to adjacent or critical features of Work.

1.10 SAMPLES SUBMITTALS

- A. Quantity: Submit minimum of four (4) samples of each of color, texture and pattern. Submit one item only of actual assembly or product. Unless otherwise noted, full-size and complete samples will be returned and may be incorporated into field mock-ups and the Work.
- B. Color Samples: Architect will review and select colors for Project only after all colors are received, so that colors may be properly coordinated.
- C. Copies: Submit actual samples. Photographic or printed reproductions will not be accepted.
- D. Review of Field Samples: Review by Architect of field samples will be made for the following products, as applicable, if not otherwise required and if requested by Contractor.
 - 1. Concrete wall finishes and detailing (edges, corners and reveals).
 - 2. Concrete paving colors and textures.
 - 3. Gypsum board textures and finishes.
 - 4. Field-applied paint colors and finishes.

1.11 OPERATION AND MAINTENANCE DATA SUBMITTALS

- A. Operation and Maintenance Data Submittals: Refer to requirements specified in Section 01780 - Operation and Maintenance Data. Include operation and maintenance data submittals in Submittals Schedule specified above. Provide space for review action stamps and, if required by governing authorities having jurisdiction, license seal of Architect and Architect's design consultant, if applicable.

PART 2 - PRODUCTS - (Not applicable to this Section.)

PART 3 - EXECUTION - (Not applicable to this Section.)

END OF SECTION

Ruhnau Ruhnau Clarke

Architects • Planners
951 684 6276

■ 3775 Tenth Street

Riverside, CA 92501-3669

T 951 684 4664 F

□ 5751 Palmer Way, Suite C

Carlsbad, CA 92010-7249

T 760 438

SUBMITTAL / SHOP DRAWING TRANSMITTAL

To:

Contractor's Submittal No. _____

Attn:

Contractor

Street

City

State

Project

RRC's

Project

No.

Subcontractor

CONTRACTOR TO FILL OUT THE FOLLOWING COVERING ONE COMPLETE SECTION OF THE SPECIFICATIONS ONLY:

Specification Section #:	Section Title:
<input type="checkbox"/> Initial Submittal	Scheduled _____ Date _____ of _____ Submittal _____
<input type="checkbox"/> 1st Resubmittal	Scheduled _____ Date _____ of _____ Submittal _____ Return _____
<input type="checkbox"/> _____ Resubmittal	Date _____ Sent _____
<input type="checkbox"/> Submittal was a previously approved substitution.	Number _____ of _____ Copies _____
Approved Substitution Request Transmittal Form is enclosed.	Number _____ of _____ Samples _____

<p>CONTRACTOR COMPLETE EITHER (A) OR (B) FOLLOWING, CHECK ONE:</p> <p>(A) WE HAVE VERIFIED THAT THE MATERIAL OR EQUIPMENT CONTAINED IN THIS SUBMITTAL MEETS ALL THE REQUIREMENTS SPECIFIED OR SHOWN (NO EXCEPTIONS). <input type="checkbox"/></p> <p>(B) WE HAVE VERIFIED THAT THE MATERIAL OR EQUIPMENT CONTAINED IN THIS SUBMITTAL MEETS ALL THE REQUIREMENTS SPECIFIED OR SHOWN, EXCEPT FOR THE FOLLOWING DEVIATIONS (LIST DEVIATIONS ON AN ATTACHED SHEET OR INDICATE DEVIATIONS CLEARLY ON SHOP DRAWINGS OR SUBMITTALS). <input type="checkbox"/></p>	<p style="text-align: center;">CONSTRUCTION MANAGERS CERTIFICATION</p> <p>THIS IS TO CERTIFY THAT THE CONSTRUCTION MANAGER IS REASONABLY CERTAIN THAT THE MATERIAL SPECIFIED IN THIS SUBMITTAL MEETS THE REQUIREMENTS OF THE CONTRACT DOCUMENTS, AND THE SUBMITTAL IS COMPLETE PER THE CONTRACT DOCUMENTS.</p> <p>SIGNATURE: _____</p> <hr/> <p style="text-align: center;">CONTRACTORS CERTIFICATION</p> <p>THIS IS TO CERTIFY THAT THE CONTRACTOR IS REASONABLY CERTAIN THAT THE MATERIAL SPECIFIED IN THIS SUBMITTAL MEETS THE REQUIREMENTS OF THE CONTRACT DOCUMENTS.</p> <p>SIGNATURE: _____</p>
---	---

ARCHITECT'S USE ONLY BELOW THIS LINE.

Action:

- No Exception Taken Make Corrections Rejected/Resubmit Revise and Resubmit
- Noted

Comments:

Date _____ Received _____ By _____ RRC: _____

Date Sent to Consultant:

- Structural _____
- Mechanical _____
- Electrical _____
- Other _____

■ **Ruhnau Ruhnau Clarke**

Architects-Planners

951 684 6276

■ 3775 Tenth Street

□ 5751 Palmer Way, Suite C

Data Received From: Riverside, CA 92501-3669

T 951 684 4664 F

Consultant

Carlsbad, CA 92010-7249

T 760 438

No. of Copies Received _____

Final

Distribution:

Contractor _____

Inspector _____

Owner/P.M. _____

Architect _____

Final Distribution Date: _____

SECTION 01355
REQUESTS FOR ELECTRONIC FILES

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Requirements to receive electronic construction document files from Architect.
- B. Hold Harmless Agreement form.

1.2 RELATED SECTIONS

- A. Section 01330 - Shop Drawings, Product Data and Samples.
- B. Section 01770 - Contract Closeout.

1.3 REQUIREMENTS

- A. Electronic files have legal ramifications as information therein can be modified.
- B. In order to receive this electronic information, the following Hold Harmless Agreement form must be executed in its entirety, including signature by a company officer.
- C. Costs for processing and handling electronic files, however limited, will be \$250.00

PART 2 - PRODUCTS - (Not applicable to this Section.)

PART 3 - EXECUTION

3.1 ELECTRONIC FILE TRANSFER PROCEDURE

- A. Submit a check in the amount of \$250.00 along with a list of the requested sheet numbers and an acknowledged copy of this waiver to the office of the Architect, Ruhnau . Ruhnau . Clarke Associates, 3775 Tenth Street, Riverside, CA 92501.
- B. In order to expedite the transfer, upon receipt of a fax copy of this acknowledgement, the requested CAD files will be sent in the form of a compact disc to the recipient, as requested, by UPS or similar delivery service.
- C. It is expressly understood that any transfer is done as a courtesy and can be revoked at any time by the Architect.

HOLD HARMLESS AGREEMENT

We, _____, understand that we may be receiving electronic media containing design information, not necessarily intended for construction. We agree to hold Ruhnau . Ruhnau . Clarke Associates harmless for any defects in this data. We agree that it shall be our responsibility to reconcile this electronic data with the paper plans, and that only the paper plans shall be regarded as legal documents for the referenced project.

Further, the Contractor acknowledges that the Architect's reports, drawings, specifications, field data, field notes, laboratory test data, calculations, estimates and other similar documents are instruments of professional service, not products. In accepting and utilizing any drawings or other data on any form of electronic media generated and provided by the Design Professionals, the Parties listed above covenant and agree that all such drawings and data are instruments of service of the Design Professionals, who shall be deemed the author of the drawings and data, and shall retain all common law, statutory law and other rights, including copyrights.

The Parties agree that in accepting and utilizing any drawings and other data, that the Design Professionals waive all responsibility for any subsequent use of these data, the accuracy of dimensions, and the interpretation of information contained herein.

The Parties further agree not to use these drawings and data, in whole or in part, for any purpose or project other than the project which is the subject of this Agreement. The Parties further agree to waive all claims against the Design Professionals resulting in any way from any unauthorized changes of the drawings and data or any other use other than for the project which is the subject of this Agreement.

The Contractor shall indemnify, defend and hold harmless the Design Professionals and its subconsultants and their officers, agents, employees from any claims, damages, losses, liabilities or expenses (including attorneys' fees) arising out of use of such documents without Consultant's prior written authorization.

Under no circumstances shall transfer of the drawings and other data be deemed a sale by the Design Professionals, and the Design Professionals make no warranties, either express or implied of the merchantability and fitness of the data for any particular purpose.

Acknowledged by:

Signature of Company Officer

Date

Print or Type Name

Company Name

Street Address

City, State, Zip Code

E-mail Address

**SECTION 01410
REGULATORY REQUIREMENTS**

PART 1 - GENERAL

1.1 AUTHORITY AND PRECEDENCE OF CODES, ORDINANCES AND STANDARDS

- A. Authority: All codes, ordinances and standards referenced in the Drawings and Specifications shall have the full force and effect as though printed in their entirety in the Specifications.
- B. Precedence:
1. Where specified requirements differ from the requirements of applicable codes, ordinances and standards, the more stringent requirements shall take precedence.
 2. Where the Drawings or Specifications require or describe products or execution of better quality, higher standard or greater size than required by applicable codes, ordinances and standards, the Drawings and Specifications shall take precedence so long as such increase is legal.
 3. Where no requirements are identified in the Drawings or Specifications, comply with all requirements of applicable codes, ordinances and standards of authorities having jurisdiction.

1.2 APPLICABLE CODES, LAWS AND ORDINANCES

- A. Applicable Codes, Laws and Ordinances: Refer also to Section 01010 - Summary of Work, General Conditions and Supplementary General Conditions, Summary of the Project regarding permits and licenses.
1. Performance of the Work shall be governed by all applicable laws, ordinances, rules and regulations of Federal, State and local governmental agencies and jurisdictions having authority over the Project, including accessibility requirements.
 2. Performance of the Work shall be accomplished in conformance with all rules and regulations of public utilities, utility Owners and other agencies serving the development.
 3. Where such laws, ordinances, rules and regulations require more care or greater time to accomplish Work, or require better quality, higher standards or greater size of products, Work shall be accomplished in conformance to such requirements with no change to the Contract Time and Contract Sum, except where changes in laws, ordinances, rules and regulations occur subsequent to the execution date of the Agreement.
- B. Applicable Building Codes: References on the Drawings or in the Specifications to "code" or "building code" not otherwise identified shall mean the codes specified below, together with all additions, amendments, changes, and interpretations adopted by code authorities of the jurisdiction having authority over the Project.
1. Local and State Building Codes: Performance of the Work shall meet or exceed the minimum requirements of the following, as adopted by the City of Riverside:

- a. 2010 Building Standards Administrative Code - Part 1, Title 24 CCR.
 - b. 2010 California Building Code (CBC), Part 2, Title 24 CCR.
 - c. 2010 California Electrical Code (CEC, NEC 2005), Part 3, Title 24 CCR.
 - d. 2010 California Mechanical Code (CMC), Part 4, Title 24 CCR.
 - e. 2010 California Plumbing Code (CPC), Part 5, Title 24 CCR.
 - f. 2010 California Energy Code, Part 6, Title 24 CCR.
 - g. 2010 California Elevator Safety Construction Code, CCR Title 8, Chapter 4, Subchapter 6 Elevator Safety Orders.
 - h. 2010 California Fire Code (CFC), Part 9, Title 24 CCR.
 - i. 2010 California Referenced Standards Code, Part 12, Title 24 CCR.
 - j. 1990 Title 19 CCR, Public Safety, State Fire Marshal Regulations.
- 2. Safety Codes: State of California, California Administrative Code, California Code of Regulations (CCR), Title 8 - Industrial Relations, Chapter 4, Subchapter 7, General Industry Safety Orders.
 - 3. General Standards: California Building Code (CBC) Standards, UL Building Products Listing, FM Approval Guide and ASTM Standards in Building Codes.
 - 4. Fire and Life Safety Standards: All referenced standards pertaining to fire rated construction and exiting.
 - 5. State of California Requirements: Performance of the Work shall also comply with applicable requirements of the State of California, California Code of Regulations (CCR), as follows:
 - a. Title 19 - Public Safety.
 - b. Title 22 - Social Security.
 - c. Title 24 - Building Standards, Parts 2 through 7 specifically and any other applicable chapters, and Title 25 as applicable.
 - d. Title 24 - Accessibility Requirements shall conform to the following:
 - (1) Chapters 10, 11B and 30 specifically and any other applicable chapters of 2010 California Building Code, Part 2, Title 24, CCR.
 - (2) Applicable sections of 2010 Edition California Electrical Code, Part 3, Title 24, CCR.
 - (3) Applicable sections of 2010 California Plumbing Code, Part 5, Title 24, CCR.
- C. Date of Codes, Laws and Ordinances: The applicable edition of all codes shall be that adopted at the time of issuance of permits by the jurisdiction having authority and shall include all modifications and additions adopted by that jurisdiction. The applicable date of laws and ordinances shall be that of the date of performance of the Work.

PART 2 - PRODUCTS - (Not Applicable to this Section.)

PART 3 - EXECUTION - (Not Applicable to this Section.)

END OF SECTION

SECTION 01420
REFERENCE STANDARDS AND ABBREVIATIONS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Use of references in Drawings and Specifications, including requirements for copies of reference standards at Project site.
- B. Definitions of terms used in Specifications and Drawings, including abbreviations, acronyms, names and terms which may be used in Specifications.

1.2 USE OF REFERENCES

- A. References: The Drawings and Specifications contain references to various standards, standard specifications, codes, practices and requirements for products, execution, tests and inspections. These reference standards are published and issued by the agencies, associations, organizations and societies listed in this Section or identified in individual product specification Sections.
- B. Relationship to Drawings and Specifications: Such references are incorporated into and made a part of the Drawings and Specifications to the extent applicable.
- C. Referenced Grades Classes and Types: Where an alternative or optional grade, class or type of product or execution is included in a reference but is not identified on the Drawings or in the Specifications, provide the highest, best and greatest of the alternatives or options for the intended use and prevailing conditions.
- D. Copies of Reference Standards:
 - 1. Reference standards are not furnished with the Drawings and Specifications because it is presumed that the Contractor, subcontractors, manufacturers, suppliers, trades and crafts are familiar with these generally-recognized standards of the construction industry.
 - 2. Copies of reference standards may be obtained from publishing sources. The Architect will furnish, upon request, information on how to obtain copies.
- E. Jobsite Copies:
 - 1. Contractor shall obtain and maintain at the Project site copies of reference standards identified on the Drawings and in the Specifications in order to properly execute the Work.
 - 2. At a minimum, the following shall be readily available at the site, as applicable to the Work:
 - a. Local and State Building Codes: As referenced in Section 01410 - Regulatory Requirements.
 - b. Safety Codes: State of California, California Code of Regulations (CCR), Title 8 - Industrial Relations, Chapter 4, Subchapter 7, General Industry Safety Orders.

- c. General Standards: California Building Code (CBC) Standards (as amended and adopted by authorities having jurisdiction), other model Code standards, Underwriters Laboratories, Inc. (UL) Building Products Listing, Factory Mutual Research Organization (FM) Approval Guide and American Society for Testing and Materials (ASTM) Standards in Building Codes.
- d. Fire and Life Safety Standards: All referenced standards pertaining to fire rated construction and exiting.
- e. Common Materials Standards: American Concrete Institute (ACI), American Institute of Steel Construction (AISC), American Welding Society (AWS), Gypsum Association (GA), National Fire Protection Association (NFPA), Tile Council of America (TCA) and Woodwork Institute (WI) standards to the extent referenced within the Contract Specifications.
- f. Research Reports: Current ICC Evaluation Service Reports and CABO National Evaluation Service Reports (NER), for products not in conformance to prescribed requirements stated in Building Code.
- g. Product Listings: Approval documentation, indicating approval of authorities having jurisdiction for use of product within the applicable jurisdiction.

F. Edition Date of References:

- 1. When an edition or effective date of a reference is not given, it shall be understood to be the current edition or latest revision published as of the date of the permit issued by authorities having jurisdiction.
- 2. All amendments, changes, errata and supplements as of the effective date shall be included.

G. ASTM and ANSI References: Specifications and Standards of the American Society for Testing and Materials (ASTM) and the American National Standards Institute (ANSI) are identified in the Drawings and Specifications by abbreviation and number only and may not be further identified by title, date, revision or amendment. It is presumed that the Contractor is familiar with and has access to these nationally- and industry-recognized specifications and standards, and that the references will be current as of the date of this Project Manual.

1.3 DEFINITIONS OF TERMS

- A. Basic Contract Definitions: Words and terms governing the Work are defined in the Conditions of the Contract, referenced in Document 00700 - General Conditions and in Document 00800 - Supplementary Conditions in the Project Manual.
- B. Words and Terms Used on Drawings and in Specifications: Additional words and terms may be used in the Drawings and Specifications and are defined as follows:
 - 1. "Applicable": As appropriate for the particular condition, circumstance or situation.
 - 2. "Approved": The term approved, when used in conjunction with the Architect's action on the Contractor's submittals, applications, and requests, is limited to the Architect's duties and responsibilities as stated in the Conditions of the Contract.

3. "Approve(d)": Limited to duties and responsibilities of the Architect stated in the Conditions of the Contract, for actions performed in the professional judgment of the Architect or the Architect's responsible design consultant, in conjunction with submittals, applications, and requests. Approvals shall be valid only if obtained in writing and shall not apply to matters regarding the means, methods, techniques, sequences and procedures of construction. Approval shall not relieve the Contractor from responsibility to fulfill Contract requirements.
4. "And/or": If used, shall mean that either or both of the items so joined are required.
5. "Directed": Limited to duties and responsibilities of the Architect stated in the Conditions of the Contract, meaning as instructed by the Architect or the Owner, in writing, regarding matters other than the means, methods, techniques, sequences and procedures of construction. Terms such as "directed", "requested", "authorized", "selected", "approved", "required", and "permitted" mean "directed by the Architect", "requested by the Architect", and similar phrases. No implied meaning shall be interpreted to extend the Architect's responsibility into the Contractor's supervision of construction.
6. "Equal" or "Equivalent": As determined by Architect as being equivalent, considering such attributes as durability, finish, function, suitability, quality, utility, performance and aesthetic features.
7. "Furnish": Means "supply and deliver, to the Project site, ready for unloading, unpacking, assembly, installation, and similar operations."
8. "Indicated": The term indicated refers to graphic representations, notes, or schedules on the Drawings, or other Paragraphs or Schedules in the Specifications, and similar requirements in the Contract Documents. Terms such as "shown", "noted", "scheduled", and "specified" are used to help the reader locate the reference. There is no limitation on location.
9. "Install": Describes operations at the Project site including the actual unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning and similar operations.
10. "Installer":
 - a. "Installer" refers to the Contractor or an entity engaged by the Contractor, such as an employee, subcontractor, or sub-subcontractor for performance of a particular construction activity, including installation, erection, application and similar operations. Installers are required to be experienced in the operations they are engaged to perform.
 - b. "Experienced Installer": The term "experienced," when used with "installer" means having a minimum of 5 previous Projects similar in size to this Project, knowing the precautions necessary to perform the Work, and being familiar with requirements of authorities having jurisdiction over the Work.
11. "Jobsite": Same as site.
12. "Necessary": With due considerations of the conditions of the Project and as determined in the professional judgment of the Architect as being necessary for performance of the Work in conformance with the requirements of the Contract Documents, but excluding matters regarding the means, methods, techniques, sequences and procedures of construction.
13. "Noted": Same as "Indicated."
14. "Per": Same as "in accordance with," "according to" or "in compliance with."
15. "Products": Material, system or equipment.

16. "Project Site": Same as "Site."
17. "Proper": As determined by the Architect as being proper for the Work, excluding matters regarding the means, methods, techniques, sequences and procedures of construction, which are solely the Contractor's responsibility to determine.
18. "Provide": Means "furnish and install, complete and ready for the intended use".
19. "Regulation": Includes laws, ordinances, statutes and lawful orders issued by authorities having jurisdiction, as well as and rules, conventions and agreements within the construction industry that control performance of the Work.
20. "Required": Necessary for performance of the Work in conformance with the requirements of the Contract Documents, excluding matters regarding the means, methods, techniques, sequences and procedures of construction, such as:
 - a. Regulatory requirements of authorities having jurisdiction.
 - b. Requirements of referenced standards.
 - c. Requirements generally recognized as accepted construction practices of the locale.
 - d. Notes, schedules and graphic representations on the Drawings.
 - e. Requirements specified or referenced in the Specifications.
 - f. Duties and responsibilities stated in the Bidding and Contract Requirements.
21. "Scheduled": Same as "Indicated."
22. "Selected": As selected by Architect or Owner from the full selection of the manufacturer's products, unless specifically limited in the Contract Documents to a particular quality, color, texture or price range.
23. "Shown": Same as "Indicated."
24. "Site": Same as "Site of the Work" or "Project Site;" the area or areas or spaces occupied by the Project and including adjacent areas and other related areas occupied or used by the Contractor for construction activities, either exclusively or with others performing other construction on 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 the Project is to be built.
25. "Testing Laboratory" or "Testing Laboratories": Same as "Testing and Inspection Agency."
26. "Testing and Inspection Agency": An independent entity engaged to perform specific inspections or tests, at the Project Site or elsewhere, and to report on, and, if required, to interpret, results of those inspections or tests.

1.4 ABBREVIATIONS, ACRONYMS, NAMES AND TERMS, GENERAL

- A. Abbreviations, Acronyms, Names and Terms: Where acronyms, abbreviations names and terms are used in the Drawings, Specifications or other Contract Documents, they shall mean the recognized name of the trade association, standards generating organization, authority having jurisdiction or other entity applicable.
 1. Refer to the Conditions of the Contract for definitions of Contract terms.
- B. Abbreviations: The following are commonly-used abbreviations which may be found on the Drawings or in the Specifications:

AC or ac	Alternating current or air conditioning (depending upon context)
AMP or amp	Ampere
C	Celcius
CFM or cfm	Cubic feet per minute
CM or cm	Centimeter
CY or cy	Cubic yard
DC or dc	Direct current
DEG or deg	Degrees
F	Fahrenheit
FPM or fpm	Feet per minute
FPS or fps	Feet per second
FT or ft	Foot or feet
Gal or gal	Gallons
GPM or gpm	Gallons per minute
IN or in	Inch or inches
Kip or kip	Thousand pounds
KSI or ksi	Thousand pounds per square inch
KSF or ksf	Thousand pounds per square foot
KV or kv	Kilovolt
KVA or kva	Kilovolt amperes
KW or kw	Kilowatt
KWH or kwh	Kilowatt hour
LBF or lbf	Pounds force
LF or lf	Lineal foot
M or m	Meter
MPH or mph	Miles per hour
MM or mm	Millimeter
PCF or pcf	Pounds per cubic foot
PSF or psf	Pounds per square foot
PSI or psi	Pounds per square inch
PSY or psy	Per square yard
SF or sf	Square foot
SY or sy	Square yard
V or v	Volts

C. Undefined Abbreviations, Acronyms, Names and Terms: Words and terms not otherwise specifically defined in this Section, in the Instructions to Bidders, in the Conditions of the Contract, on the Drawings or elsewhere in the Specifications, shall be as customarily defined by trade or industry practice, by reference standard and by specialty dictionaries such as the following:

1. Dictionary of Architecture and Construction (Cyril M. Harris, McGraw-Hill Book Company, 1975).
2. The American Institute of Architects (AIA) Document M101, "Glossary of Construction Industry Terms".
3. The Construction Specifications Institute (CSI) Technical Document TD 2-4, "Abbreviations".
4. Encyclopedia of Associations, published by Gale Research Co., available in most libraries.

1.5 ABBREVIATIONS FOR AGENCIES, ASSOCIATIONS, CODES AND STANDARDS

A. Abbreviations for Agencies, Associations, Codes and Standards: The following abbreviations and acronyms may be used in the Drawings and Specifications. When used, the abbreviation or acronym shall mean the full name of the applicable agency, association, code, organization, society or standard.

AA	Aluminum Association 900 19th St., NW, Suite 300 Washington, DC 20006 202/862-5100
AAA	American Arbitration Association 355 Madison Avenue New York, NY 10017-4605 212/716-5800 or 800/778-7879
AAC	Aluminum Anodizers Council 1000 N. Rand Road, Suite 214 Wauconda, IL 60084 847/526-2010
AABC	Associated Air Balance Council 1518 K St., NW Washington, DC 20005 202/737-0202
AAMA	American Architectural Manufacturers Association 1827 Walden Office Square, Suite 550 Schaumburg, IL 60173-4268 847/303-5664
AASHTO	American Association of State Highway and Transportation Officials 444 North Capitol St., NW, Suite 249 Washington, DC 20001 202/624-5800
ACI	American Concrete Institute P.O. Box 9094 Farmington Hills, MI 48333-9094 248/848-3700
ACPA	American Concrete Pipe Association 222 W. Las Colinas Blvd., Ste. 641 Irving, TX 75039-5423 972/506-7216
ACPA	American Concrete Pumping Association 606 Enterprise Dr., Suite B Lewis Center, OH 43035-9434 614/431-5618

ADA	Americans with Disabilities Act ADA Information Office US Department of Justice, Civil Rights Division PO Box 66738 Washington, DC 20035 202/514-0301
ADC	Air Diffusion Council 1000 E. Woodfield Road, Suite 102 Schaumburg, IL 60173-5921 847/706-6750
AFPA	American Forest & Paper Association 1111 19th Street, N.W. Washington, DC 20036 202/463-2700 or 800/878-8878
AFSA	American Fire Sprinkler Association 9696 Skillman St., Suite 300 Dallas, TX 75243 214/349-5965
AGA	American Galvanizers Association 6881 S. Holly Circle, Suite 108 Centennial, CO 80112 720/554-0900 or 800/468-7732
AGA	American Gas Association 400 N. Capitol St., N.W. Washington, DC 20001 202/824-7000 or 800/841-8430
AGC	Associated General Contractors of America 333 John Carlyle St., Suite 200 Alexandria, VA 22314 703/548-3118
AI	Asphalt Institute 2696 Research Park Drive PO Box 14052 Lexington, KY 40511-8480 859/288-4960
AIA	The American Institute of Architects 1735 New York Ave., N.W. Washington, DC 20006-5292 202/626-7300 or 800/242-3837

AISC	American Institute of Steel Construction One East Wacker Drive, Suite 3100 Chicago, IL 60601-2001 312/670-2400
AISI	American Iron and Steel Institute 1101 17 th Street N.W., Suite 1300 Washington, DC 20036 202/452-7100
AITC	American Institute of Timber Construction 7012 S. Revere Parkway, Suite 140 Englewood, CO 80112 303/792-9559 or 800/525-1625
ALSC	American Lumber Standards Committee, Inc. P.O. Box 210 Germantown, MD 20875-0210 301/972-1700
AMCA	Air Movement and Control Association Wauconda, IL 60084 847/526-2010
ANL	American Nursery and Landscape Association 1250 "I" St., NW, Suite 500 Washington, DC 20005-3922 202/799-2900
ANSI	American National Standards Institute 1819 'L' St. N.W., 6 th Floor Washington DC 20036 202/293-8020
APA	American Plywood Association or Engineered Wood Association PO Box 11700 Tacoma, WA 98411-0700 253/565-6600
ARMA	Asphalt Roofing Manufacturers Association 1156 15th St., N.W., Suite 900 Washington, DC 20005 202/207-0917
ASA	American Subcontractors Association 1004 Duke Street Alexandria, VA 22314-3588 703/684-3450

ASC	Associated Specialty Contractors 3 Bethesda Metro Center, Suite 1100 Bethesda, MD 20814-4500 301/657-3110
ASCE	American Society of Civil Engineers 1801 Alexander Bell Dr. Reston, VA 20191-4400 703/295-6300 or 800/548-2723
ASHRAE	American Society of Heating, Refrigerating and Air- Conditioning Engineers, Inc. 1791 Tullie Circle, N.E. Atlanta, GA 30329-2305 800/5-ASHRAE 404/636-8400 and 800/527-4723
ASLA	American Society of Landscape Architects 636 Eye St., N.W. Washington, DC 20001-3736 202/898-2444
ASME	American Society of Mechanical Engineers Three Park Ave. New York, NY 10016-5902 212/591-7733 and 800/843-2763
ASPE	American Society of Plumbing Engineers 8614 W. Catalpa Ave., No. 1007 Chicago, IL 60656-1166 773/693-ASPE
ASSE	American Society of Sanitary Engineering 901 Canterbury, Suite A Westlake, OH 44145 440/835-3040
ASTM	American Society for Testing and Materials 100 Barr Harbor Dr. West Conshohocken, PA 19428-2959 610/832-9585
AWI	Architectural Woodwork Institute 1952 Isaac Newton Square W. Reston, VA 20190 703/733-0600
AWPA	American Wood Preservers Association P.O. Box 361784 Birmingham, AL 35236 205/733-4077

AWS	American Welding Society 550 N.W. LeJeune Road Miami, FL 33126 305/443-9353 and 800/443-9353
AWWA	American Water Works Association 6666 W. Quincy Ave. Denver, CO 80235 303/794-7711 and 800/926-7337
BHMA	Builders' Hardware Manufacturers Association 355 Lexington Ave., 17th Floor New York, NY 10017 212/297-2122
CABO	Council of American Building Officials 5203 Leesburg Pike, Suite 708 Falls Church, VA 22041 703/931-4533
CAC	California Administrative Code: See California Code of Regulations (CCR)
CBC	California Building Code International Code Council (ICC) 5360 S. Workman Mill Road Whittier, CA 90601-2298 562/699-0541 or 800/423-6587
CBM	Certified Ballast Manufacturers Association 355 Lexington Ave., 17th Floor New York, NY 10017-6603 212/297-2122
CCR	California Code of Regulations
CE	Corps of Engineers U.S. Department of the Army Chief of Engineers - Referral 20 Massachusetts Ave., N.W. Washington, DC 20314 202/272-0660
CEC	California Electrical Code International Code Council (ICC) 5360 Workman Mill Road Whittier, CA 90601-6587 562/699-0541 or 800/423-6587

CFC California Fire Code
International Code Council (ICC)
5360 Workman Mill Road
Whittier, CA 90601-6587
562/699-0541 or 800/423-6587

CFR Code of Federal Regulations
(Available from the Government Printing Office)
N. Capitol St. between G and H St. NW
Washington, DC 20402
202/783-3238
(Material is usually first published in the "Federal Register")

CIMA Construction Industry Manufacturers Association
111 E. Wisconsin Ave., Suite 1000
Milwaukee, WI 53202
414/272-0943

CISCA Ceilings and Interior Systems Construction Association
1500 Lincoln Highway, Suite 202
St. Charles, IL 60174
630/584-1919

CISPI Cast Iron Soil Pipe Institute
5959 Shallowford Road, Suite 419
Chattanooga, TN 37421
423/892-0137

CLFMI Chain Link Fence Manufacturers Institute
10015 Old Columbia Rd., Suite B-215
Columbia, MD 21046
301/596-2583

CMC California Mechanical Code
International Code Council (ICC)
5360 S. Workman Mill Road
Whittier, CA 90601-2298
562/699-0541 or 800/423-6587

and

International Association of Plumbing and Mechanical Officials
(IAPMO)
20001 East Walnut Drive South
Walnut, CA 91789-2825
909/595-8449 or 800/201-0335 (Code Questions)

CPC	California Plumbing Code International Association of Plumbing and Mechanical Officials (IAPMO) 20001 Walnut Drive South Walnut, CA 91789-2825 909/595-8449 or 800/201-0335 (Code Questions)
CPSC	Consumer Product Safety Commission 4330 East-West Highway Bethesda, MD 20816-1469 800/638-2772
CRSI	Concrete Reinforcing Steel Institute 933 N. Plum Grove Rd. Schaumburg, IL 60173-4758 847/517-1200
CS	Commercial Standard (U.S. Department of Commerce) Washington, DC 20230 202/482-2000
CSI	The Construction Specifications Institute 99 Canal Center Plaza, Suite 300 Alexandria, VA 22314-1791 703/684-0300 or 800/689-2900
CTIOA	Ceramic Tile Institute of America, Inc. 12161 Jefferson Blvd. Culver City, CA 90230-6219 310/574-7800
CWC	Canadian Wood Council 99 Bank Street, Suite 400 Ottawa, Ontario Canada K1J689 800/463-5091 or 613/747-5544
	or
DHI	P.O. Box 88828 Seattle, WA 98138 800/795-4966 Door and Hardware Institute 14150 Newbrook Drive, Suite 200 Chantilly, VA 20151-2223 703/222-2010

DLPA	Decorative Laminate Products Association 600 S. Federal St., Suite 400 Chicago, IL 60605 312/922-6222
DOC	U.S. Department of Commerce 14th St. and Constitution Ave., NW Washington, DC 20230 202/482-2000
DOT	Department of Transportation 400 Seventh St., SW Washington, DC 20590 202/366-4000
EPA	Environmental Protection Agency 1200 Pennsylvania Avenue, N.W. Washington, DC 20460 202/272-0167
ETL	ETL Testing Laboratories, Inc. c/o Intertek Testing Services 70 Codman Hill Road Boxborough, MA 01719 978/263-2662 or 800/967-5352
FCC	Federal Communications Commission 1919 'M' St., N.W. Washington, DC 20554 202/418-0200 or 888/835-5322
FCI	Fluid Controls Institute 1300 Sumner Ave. Cleveland, OH 44115-2851 216/241-7333
FM	Factory Mutual Research Corporation 1151 Boston-Providence Turnpike PO Box 9102 Norwood, MA 02062-9102 781/762-4300
FS	Federal Specification (from GSA) Specifications Unit (WFSIS) 7th and D St., SW Washington, DC 20407 202/708-9205

GA	Gypsum Association 810 First St., N.E., Suite 510 Washington, DC 20002 202/289-5440
GANA	Glass Association of North America 2945 S.W. Wanamaker Dr., Suite A Topeka, KS 66614 785/271-0166
GSA	General Services Administration 1800 F Street N.W. Washington, DC 20405 202/501-1021
H.I.	Hydraulic Institute 9 Sylvan Way Parsippany, NJ 07054-3802 973/267-9700
IAPMO	International Association of Plumbing and Mechanical Officials 20001 Walnut Drive South Walnut, CA 91789-2825 909/595-8449 or 800/201-0335
ICC	International Code Council 5360 S. Workman Mill Road Whittier, CA 90601-2298 562/699-0541 or 800/423-6587
ISO	International Organization for Standardization Case Postale 56 CH-1211 1 Rue De Varembe Geneva 201, Switzerland 011-41-22-749-01-11
ML/SFA	Metal Lath/Steel Framing Association (A Division of the National Association of Architectural Metal Manufacturers) 8 S. Michigan Ave., Suite 1000 Chicago, IL 60603 312/332-0405
MSS	Manufacturers Standardization Society of the Valve and Fittings Industry 127 Park St., N.E. Vienna, VA 22180 703/281-6613

NAAMM	National Association of Architectural Metal Manufacturers 8 S. Michigan Ave., Suite 1000 Chicago, IL 60603 312/332-0405
NAIMA	North American Insulation Manufacturers Association 44 Canal Center Plaza, Suite 310 Alexandria, VA 22314 703/684-0084
NEC	National Electrical Code (NFPA 70) National Fire Protection Association One Batterymarch Park PO Box 9101 Quincy, MA 02269-9101 617/770-3000 or 800/344-3555
NECA	National Electrical Contractors Association 3 Bethesda Metro Center, Suite 1100 Bethesda, MD 20814-5372 301/657-3110
NEMA	National Electrical Manufacturers Association 1300 N. 17 th St., Suite 1847 Rosslyn, VA 22209 703/841-3200
NFC	National Fire Code 3310 Harrison St. Topeka, KS 66611 913/266-7014
NFPA	National Fire Protection Association One Batterymarch Park PO Box 9101 Quincy, MA 02269 617/770-3000 or 800/344-3555
NFSA	National Fire Sprinkler Association 40 Jon Barrett Road Box 1000 Patterson, NY 12563 845/878-4200
NGA	National Glass Association 8200 Greensboro Drive, Suite 302 McLean, VA 22102-3881 866/DIALNGA

NIBS	National Institute of Building Sciences 1090 Vermont Ave., N.W., Suite 700 Washington, D.C. 20005-4905 202/289-7800
NIST	National Institute of Standards and Technology (U.S. Department of Commerce) Building and Fire Research Laboratory 100 Bureau Drive, Stop 3460 Gaithersburg, MD 20899 301/975-2758
NPA	National Particleboard Association 18928 Premiere Court Gaithersburg, MD 20879-1569 301/670-0604
NPCA	National Precast Concrete Association 10333 North Meridian, Suite 272 Indianapolis, IN 46290-1081 317/571-9500 or 800/366-7731
NRCA	National Roofing Contractors Association 10255 W. Higgins Rd., Suite 600 Rosemont, IL 60018-5607 847/299-9070 or 800/323-9545
NSF	National Sanitation Foundation PO Box 130140 Ann Arbor, MI 48113-0140 313/769-8010
NSPE	National Society of Professional Engineers 1420 King St. Alexandria, VA 22314-2715 703/684-2800 or 888/285-6773
OSHA	Occupational Safety and Health Administration (U.S. Department of Labor) 200 Constitution Ave., NW, Room N-3647 Washington, DC 20210 202/693-1999 and 800/321-6742
PCA	Portland Cement Association 5420 Old Orchard Road Skokie, IL 60077-1083 847/966-6200

PCI	Precast/Prestressed Concrete Institute 209 W. Jackson Blvd., Suite 500 Chicago, IL 60606 312/786-0300
PDCA	Painting and Decorating Contractors of America 11960 Westline Industrial Dr., Suite 201 St. Louis, MO 63146-3209 314/514-7322 or 800/332-7322
PDI	Plumbing and Drainage Institute 800 Turnpike St., Suite 300 North Andover, MA 01845 800/589-8956 or 978/557-0720
PS	Product Standard of National Bureau of Standards (NBS) (U.S. Department of Commerce) Washington, DC 20230 202/482-2000
RIS	Redwood Inspection Service California Redwood Association 405 Enfrente Drive, Suite 200 Novato, CA 94949-7602 415/382-0662 and 888/225-7339
SDI	Steel Door Institute 30200 Detroit Road Cleveland, OH 44145-1967 440/899-0010
SFM	State Fire Marshal (California)
SGCC	Safety Glazing Certification Council P.O. Box 9 Henderson Harbor, NY 13651 315/646-2234
SIGMA	Sealed Insulating Glass Manufacturers Association 401 N. Michigan Ave., Suite 2400 Chicago, IL 66611 312/644-6610
SMACNA	Sheet Metal and Air Conditioning Contractors National Association, Inc. 4201 Lafayette Center Dr. Chantilly, VA 20151 703/803-2980

SPI Society of the Plastics Industry
1667 K Street N.W., Suite 1000
Washington, DC 20006-1301
202/974-5200

SSPC Steel Structures Painting Council
40 24th St., 6th Floor
Pittsburgh, PA 15222-4623
412/281-2331

SWRI Sealant, Waterproofing and Restoration Institute
14 W. 3rd. St., Suite 200
Kansas City, MO 64105
816/472-SWRI

TCA Tile Council of America
100 Clemson Research Blvd.
Anderson, SC 29625
864/646-8453

UFC Uniform Fire Code
International Code Council (ICC)

and

Western Fire Chiefs Association
28924 Front Street, Suite 107
Temecula, CA 92590

UL Underwriters Laboratories, Inc.
333 Pfingsten Rd.
Northbrook, IL 60062
630/272-8800 or 800/704-4050

UMC Uniform Mechanical Code
International Code Council (ICC)
5360 S. Workman Mill Road
Whittier, CA 90601-2298
562/699-0541 or 800/423-6587

and

International Association of Plumbing and Mechanical Officials
(IAPMO)
20001 East Walnut Drive South
Walnut, CA 91789-2825
909/595-8449 or 800/201-0335 (Code Questions)

UPC	Uniform Plumbing Code International Association of Plumbing and Mechanical Officials (IAPMO) 20001 Walnut Drive South Walnut, CA 91789-2825 909/595-8449 or 800/201-0335 (Code Questions)
USDA	U.S. Department of Agriculture Forest Products Lab 1 Gifford Pinchot Drive Madison, WI 53705 608/231-9200
WCLIB	West Coast Lumber Inspection Bureau PO Box 23145 Portland, OR 97281-3145 503/639-0651
WI	Woodwork Institute 3164 Industrial Blvd. P.O. Box 980247 West Sacramento, CA 95798-0247 916/372-9943
WRI	Wire Reinforcement Institute 942 Main St., Suite 300 Hartford, CT 06103 800/542-4974
WWPA	Western Wood Products Association Yeon Building 522 S.W. 5th Avenue, Suite 500 Portland, OR 97204-2122 503/224-3930

PART 2 - PRODUCTS - (Not Applicable to this Section.)

PART 3 - EXECUTION - (Not Applicable to this Section.)

END OF SECTION

**SECTION 01600
PRODUCT REQUIREMENTS**

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. General requirements for products used for the Work, including:
 - 1. General characteristics of products.
 - 2. Product options.
 - 3. Substitutions and Request for Substitution Form.
 - 4. System completeness.
 - 5. Transportation and handling requirements.
 - 6. Storage and protection of products.
 - 7. Installation of products.

1.2 RELATED SECTIONS

- A. Section 01330 - Shop Drawings, Product Data and Samples: Requirements applicable to submittals for "or equal" and substitute products.
- B. Section 01410 - Regulatory Requirements: Codes and standards applicable to product specifications; minimum requirements.
- C. Section 01420 - Reference Standards and Abbreviations: References to various standards, standard specifications, codes, practices and other requirements.

1.3 GENERAL PRODUCT REQUIREMENTS

- A. Products, General: Items purchased for incorporation in the Work, whether purchased for the Project or taken from previously purchased stock, and include materials, equipment, assemblies, fabrications and systems.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model designations indicated in the manufacturer's published product data.
 - 2. Materials: Products that are shaped, cut, worked, mixed, finished, refined or otherwise fabricated, processed or installed to form a part of the Work.
 - 3. Equipment: A product with operating parts, whether motorized or manually operated, that requires connections such as wiring or piping.
- B. Specific Product Requirements: Refer to requirements of individual product Specifications Sections in Divisions 2 through 16 for specific requirements for products.
- C. Minimum Requirements: Specified requirements for products are minimum requirements. Refer to general requirements for quality of the Work specified and elsewhere herein.
- D. Product Selection: Provide products that fully comply with the Contract Documents, are undamaged and unused at installation. Comply with additional requirements specified herein in Article titled "PRODUCT OPTIONS".

- E. **Standard Products:** Where specific products are not specified, provide standard products of types and kinds that are suitable for the intended purposes and that are usually and customarily used on similar projects under similar conditions. Products shall be as selected by Contractor and subject to review and acceptance by the Owner and Architect.
- F. **Product Completeness:** Provide products complete with all accessories, trim, finish, safety guards and other devices and details needed for a complete installation and for the intended use and effect. Comply with additional requirements specified herein in Article titled "SYSTEM COMPLETENESS".
- G. **Code Compliance:** All products, other than commodity products prescribed by Code, shall have a current ICC Evaluation Service Research Report (ICC ESRR) or CABO National Evaluation Report (NER). Refer to additional requirements specified in Section 01410 - Regulatory Requirements.
- H. **Interchangeability:** To the fullest extent possible, provide products of the same kind from a single source. Products required to be supplied in quantity shall be the same product and interchangeable throughout the Work. When options are specified for the selection of any of two or more products, the product selected shall be compatible with products previously selected.
- I. **Product Nameplates and Instructions:**
1. Except for required Code-compliance labels and operating and safety instructions, locate nameplates on inconspicuous, accessible surfaces. Do not attach manufacturer's identifying nameplates or trademarks on surfaces exposed to view in occupied spaces or to the exterior.
 2. Provide a permanent nameplate on each item of service-connected or power-operated equipment. Nameplates shall contain identifying information and essential operating data such as the following example:

Name of manufacturer
Name of product
Model and serial number
Capacity
Operating and Power Characteristics
Labels of Tested Compliance with Codes and Standards
 3. Refer to additional requirements which may be specified in Division 15 - Mechanical, if included in the Project Manual.
 4. For each item of service-connected or power-operated equipment, provide operating and safety instructions, permanently affixed and of durable construction, with legible machine lettering. Comply with all applicable requirements of authorities having jurisdiction and listing agencies.
- J. **Mechanical Product Requirements:** Comply with requirements specified in Division 15 - Mechanical, if included in the Project Manual.

- K. Electrical Product Requirements: Comply with requirements specified in Division 16 - Electrical.

1.4 PRODUCT OPTIONS

- A. Products Specified by Description: Where Specifications describe a product, listing characteristics required, with or without use of a brand name, provide a product that has the specified attributes and otherwise complies with specified requirements.
- B. Products Specified by Performance Requirements: Where Specifications require compliance with performance requirements, provide product(s) that comply and are recommended by the manufacturer for the intended application. Verification of manufacturer's recommendations may be by product literature or by certification of performance from manufacturer.
- C. Products Specified by Reference to Standards: Where Specifications require compliance with a standard, provided product shall fully comply with the standard specified. Refer to general requirements specified in Section 01420 - Reference Standards and Abbreviations regarding compliance with referenced standards, standard specifications, codes, practices and requirements for products.
- D. Products Specified by Identification of Manufacturer and Product Name or Number:
1. "Specified Manufacturer": Provide the specified product(s) of the specified manufacturer.
 - a. If only one manufacturer is specified, without "acceptable manufacturers" being identified, provide only the specified product(s) of the specified manufacturer.
 - b. If the phrase "or equal" is stated or reference is made to the "or equal provision," products of other manufacturers may be provided if such products are equivalent to the specified product(s) of the specified manufacturer. Equivalence shall be demonstrated by submission of information in compliance with requirements specified herein under the Article titled "SUBSTITUTIONS."
 2. "Acceptable Manufacturers": Product(s) of the named manufacturers, if equivalent to the specified product(s) of the specified manufacturer, will be acceptable in accordance with the requirements specified herein in the Article titled "SUBSTITUTIONS", except considerations regarding changes in Contract Time and Contract Sum will be waived if no increase in Contract Time or Contract Sum results from use of such equivalent products.
 3. Unnamed manufacturers: Product(s) of unnamed manufacturers will be acceptable when disclosed during the bidding period and only as follows:
 - a. Unless specifically stated that substitutions will not be accepted or considered, the phrase "or equal" shall be assumed to be included in the description of specified product(s). Equivalent products of unnamed manufacturers will be accepted in accordance with the "or equal" provision specified herein, below.

- b. If provided, products of unnamed manufacturers shall be subject to the requirements specified herein in the Article titled "SUBSTITUTIONS."
- 4. Quality basis: Specified product(s) of the specified manufacturer shall serve as the basis by which products by named acceptable manufacturers and products of unnamed manufacturers will be evaluated. Where characteristics of the specified product are described, where performance characteristics are identified or where reference is made to industry standards, such characteristics are specified to identify the most significant attributes of the specified product(s) which will be used to evaluate products of other manufacturers.
- E. Products Specified by Combination of Methods: Where products are specified by a combination of attributes, including manufacturer's name, product brand name, product catalog or identification number, industry reference standard, or description of product characteristics, provide products conforming to all specified attributes.
- F. "Or Equal" Provision: Where the phrase "or equal" or the phrase "or approved equal" is included, equivalent product(s) of unnamed manufacturer(s) may be provided as specified above in subparagraph titled "Unnamed manufacturers" and Article herein titled "SUBSTITUTIONS" with the following conditions:
 - 1. The requirements specified herein in the Article titled "SUBSTITUTIONS" shall apply to products provided under the "or equal" provision except, if the proposed product(s) are determined to be equivalent to the specified product(s) of the specified manufacturer, the requirement specified for substitutions to result in a net reduction in Contract Time or Contract Sum will be waived.
 - 2. Use of product(s) under the "or equal" provision shall not result in any delay in completion of the Work, including completion of portions of the Work for use by Owner or for work under separate contract by Owner.
 - 3. Use of product(s) under the "or equal" provision shall not result in any costs to the Owner, including design fees and permit and plancheck fees.
 - 4. Use of product(s) under the "or equal" provision shall not require substantial change in the intent of the design, in the opinion of the Architect. The intent of the design shall include functional performance and aesthetic qualities.
 - 5. The determination of equivalence will be made by the Architect and Owner, and such determination shall be final.
- G. Visual Matching: Where Specifications require matching a sample, the decision by the Architect on whether a proposed product matches shall be final. Where no product visually matches but the product complies with other requirements, comply with provisions for substitutions for selection of a matching product in another category.
- H. Visual Selection of Products: Where requirements include the phrase "as selected from manufacturer's standard colors, patterns and textures", or a similar phrase, selections of products will be made by indicated party or, if not indicated, by the Architect. The Architect will select color, pattern and texture from the product line of submitted manufacturer, if all other specified provisions are met.

1.5 SUBSTITUTIONS

- A. Substitutions Regulation: Pursuant to Section 3400 of the Public Contract Code, requests for substitution will be considered if received up to 7 days prior to the bid date.

Subsequent requests will be considered only in the case of product unavailability, through no fault of the Contractor, or for reasons of cost reducing value engineering requested by the Owner.

- B. Substitutions: Requests by Contractor to deviate from specified requirements for products, materials, equipment, and methods, or to provide products other than those specified, shall be considered requests for substitutions except under the following conditions:
1. Substitutions are requested during the bidding period, and accepted prior to execution of the Contract. Acceptance shall be in the form of written Addendum to the Bidding documents or revision to the Drawings or Specifications for use as Construction Contract Documents.
 2. Changes in products, materials, equipment, and methods of construction are directed by the Owner or Architect.
 3. Contractor options for provision of products and construction methods are specifically stated in the Contract Documents.
 4. Change in products, materials, equipment, and methods of construction is required for compliance with Codes, ordinances, regulations, orders and standards of authorities having jurisdiction.
- C. Substitution Provisions: Refer to substitution provisions of the Conditions of the Contract, in addition to the requirements specified herein. Provisions for consideration and acceptance of substitutions shall be as follows:
1. Documentation: Substitutions will not be considered if they are indicated or implied on shop drawing, product data or sample submittals. All requests for substitution shall be made by separate written request from Contractor.
 2. Cost and Time Considerations: Substitutions will not be considered unless a net reduction in Contract Sum or Contract Time results to the Owner's benefit, including redesign costs, life cycle costs, changes in related Work and overall performance of building systems.
 3. Design Revision: Substitutions will not be considered if acceptance will require substantial revision of the Contract Documents or will substantially change the intent of the design, in the opinion of the Architect. The intent of the design shall include functional performance and aesthetic qualities.
 4. Data: It shall be the responsibility of the Contractor to provide adequate data demonstrating the merits of the proposed substitution, including cost data and information regarding changes in related Work.
 5. Determination by Architect: Architect will determine the acceptability of proposed substitutions and will notify Contractor, in writing within a reasonable time, of acceptance or rejection. The determination by the Architect regarding functional performance and aesthetic quality shall be final.
 6. Non-Acceptance: If a proposed substitution is not accepted, Contractor shall immediately provide the specified product.
 7. Substitution Limitation: Only one request for substitution will be considered for each product.
- D. Substitution Submission Period:

1. Time Limit: Only within 35 days of Notice to Proceed or execution of the Owner-Contractor Agreement, whichever is earliest, will the Owner and Architect consider requests for substitutions.
2. Product Availability Waiver: Substitutions will be considered after 35 day time limit only when a product becomes unavailable due to no fault of Contractor. Failure to place orders for specified products sufficiently in advance of required date for incorporation into the Work will not be considered as a valid reason for which Contractor may request a substitution or deviation from requirements of the Drawings and Specifications.
3. Waiver: At the discretion of the Owner, limitations on substitutions may be waived.

E. Request for Substitution Process:

1. Contractor shall prepare a request for substitution and submit the request to the Architect for review and acceptance. Submit a minimum of 4 copies. Form and other administrative requirements shall be as included herein or as directed by the Architect.
2. Substitution requests shall include complete product data, including drawings and descriptions of products, fabrication details and installation procedures. Include samples where applicable or requested.
3. Substitution requests shall include appropriate product data for the specified product(s) of the specified manufacturer, suitable for use in comparison of characteristics of products.
 - a. Include a written, point-by-point comparison of characteristics of the proposed substitute product with those of the specified product.
 - b. Include a detailed description, in written or graphic form as appropriate, indicating all changes or modifications needed to other elements of the Work and to construction to be performed by the Owner and by others under separate Contract with Owner, that will be necessary if the proposed substitution is accepted.
4. Substitution requests shall include a statement indicating the substitution's effect on the Construction Schedule. Indicate the effect of the proposed substitution on overall Contract Time and, as applicable, on completion of portions of the Work for use by Owner or for work under separate contract by Owner.
5. Except as otherwise specified, substitution requests shall include detailed cost data, including a proposal for the net change, if any, in the Contract Sum.
6. Substitution requests shall include signed certification that the Contractor has reviewed the proposed substitution and has determined that the substitution is equivalent or superior in every respect to product requirements indicated or specified in the Contract Documents, and that the substitution is suited for and can perform the purpose or application of the specified product indicated or specified in the Contract Documents.
7. Substitution requests shall include a signed waiver by the Contractor for change in the Contract Time or Contract Sum because of the following:
 - a. Substitution failed to perform adequately.
 - b. Substitution required changes in on other elements of the Work.
 - c. Substitution caused problems in interfacing with other elements of the Work.

- d. Substitution was determined to be unacceptable by authorities having jurisdiction.
 8. If, in the opinion of the Architect, the substitution request is incomplete or has insufficient data to enable a full and thorough review of the intended substitution, the substitution may be summarily refused and determined to be unacceptable.
- F. Contract Document Revisions:
1. Should a Contractor-proposed substitution or alternative sequence or method of construction require revision of the Contract Drawings or Specifications, including revisions for the purposes of determining feasibility, scope or cost, or revisions for the purpose of obtaining review and approval by authorities having jurisdiction, revisions will be made by Architect or other consultant of Owner who is the responsible design professional, as approved in advance by Owner.
 2. Services of Architect or other consultant of the Owner, including time spent in researching and reporting on proposed substitutions or alternative sequence and method of construction, shall be paid by Contractor when such activities are considered additional services to the design services contracts of the Architect or other responsible design professional with the Owner.
 3. Costs of services by Architect or other responsible design professional of the Owner shall be paid on a time and materials basis, based on current hourly fee schedules, with reproduction, long distance telephone and shipping costs reimbursable at cost plus usual and customary mark-up for handling and billing.
 4. Such fees shall be paid whether or not the proposed substitution or alternative sequence or method of construction is ultimately accepted by Owner and a Change Order is executed.
 5. Such fees shall be paid from Contractor's portion of savings, if a net reduction in Contract Sum results. If fees exceed Contractor's portion of net reduction, Contractor shall pay all remaining fees unless otherwise agreed in advance by the Owner.
 6. Such fees owed shall be deducted from the amount owed Contractor on the Application for Payment next made following completion of revised Contract Drawings and Specifications or completion of research and other services. Owner will then pay Architect or other consultant of the Owner.
 7. Substitutions require Preliminary Change Order approval from DSA.

1.6 SYSTEM COMPLETENESS

- A. System Completeness:
1. The Contract Drawings and Specifications are not intended to be comprehensive directions on how to produce the Work. Rather, the Drawings and Specifications are instruments of service prepared to describe the design intent for the completed Work.
 2. It is intended that all equipment, systems and assemblies be complete and fully functional even though not fully described. Provide all products and operations necessary to achieve the design intent described in the Contract Documents.
 3. Refer to related general requirements specified in Section 01410 - Regulatory Requirements regarding compliance with minimum requirements of applicable codes, ordinances and standards.

- B. Omissions and Misdescriptions: Contractor shall report to Architect immediately when elements essential to proper execution of the Work are discovered to be missing or misdescribed in the Drawings and Specifications or if the design intent is unclear.
1. Should an essential element be discovered as missing or misdescribed prior to receipt of Bids, an Addendum will be issued so that all costs may be accounted for in the Contract Sum.
 2. Should an obvious omission or misdescription of a necessary element be discovered and reported after execution of the Agreement, Contractor shall provide the element as though fully and correctly described, and a no-cost Change Order shall be executed.
 3. Refer to related General Conditions regarding construction interfacing and coordination.

1.7 TRANSPORTATION, DELIVERY AND HANDLING

- A. Transportation, Delivery and Handling, General: Comply with manufacturer's instructions and recommendations for transportation, delivery and handling, in addition to the following.
- B. Transportation: Transport products by methods to avoid product damage.
- C. Delivery:
1. Schedule delivery to minimize long-term storage and prevent overcrowding construction spaces. Coordinate with installation to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft and other losses.
 2. Deliver products in undamaged condition in manufacturer's original sealed container or packaging system, complete with labels and instructions for handling, storing, unpacking, protecting and installing.
- D. Handling:
1. Provide equipment and personnel to handle products by methods to prevent soiling, marring or other damage.
 2. Promptly inspect products on delivery to ensure that products comply with contract documents, quantities are correct, and to ensure that products are undamaged and properly protected.

1.8 STORAGE AND PROTECTION

- A. Storage and Protection, General: Store and protect products in accordance with manufacturer's instructions, with seals and labels intact and legible.
1. Periodically inspect to ensure products are undamaged, and are maintained under required conditions.
 2. Products damaged by improper storage or protection shall be removed and replaced with new products at no change in Contract Sum or Contract Time.
 3. Store moisture- and sun-sensitive products in weathertight enclosures.

- B. Inspection Provisions: Arrange storage to provide access for inspection and measurement of quantity or counting of units.
- C. Structural Considerations: Store heavy materials away from the structure in a manner that will not endanger supporting construction.
- D. Weather-Resistant Storage:
 - 1. Store moisture-sensitive products above ground, under cover in a weathertight enclosure or covered with an impervious sheet covering. Provide adequate ventilation to avoid condensation.
 - 2. Maintain storage within temperature and humidity ranges required by manufacturer's instructions.
 - 3. For exterior storage of fabricated products, place products on raised blocks, pallets or other supports, above ground and in a manner to not create ponding or misdirection of runoff. place on sloped supports above ground.
 - 4. Store loose granular materials on solid surfaces in a well-drained area. Prevent mixing with foreign matter.
- E. Protection of Completed Work:
 - 1. Provide barriers, substantial coverings and notices to protect installed Work from traffic and subsequent construction operations.
 - 2. Remove protective measures when no longer required and prior to Substantial Completion review of the Work.

PART 2 - PRODUCTS - (Not Applicable to this Section.)

PART 3 - EXECUTION

3.1 INSTALLATION OF PRODUCTS

- A. Installation of Products:
 - 1. Comply with manufacturer's instructions and recommendations for installation of products, except where more stringent requirements are specified, are necessary due to Project conditions or are required by authorities having jurisdiction.
 - 2. Anchor each product securely in place, accurately located and aligned with other Work.
 - 3. Clean exposed surfaces and provide protection to ensure freedom from damage and deterioration at time of Substantial Completion review. Refer to additional requirements specified in General Conditions and Section 01740 - Final Cleaning.

END OF SECTION

REQUEST FOR SUBSTITUTION

Date: _____ Substitution Request No. _____

Project Name: _____

To: Ruhnau · Ruhnau · Clarke
3775 Tenth Street
Riverside, CA 92501

From: _____

We hereby submit for your consideration the following product comparisons of the specified product and the proposed substitution. The undersigned fully understands that failure to answer any item below may be cause for rejection of request for substitution.

Request for substitution may be made during bidding (not later than 7 days prior to bid opening for inclusion by Addendum) and not later than 35 days after award of contract or Notice to Proceed, whichever is earliest, except under conditions beyond control of Contractor.

Specified Product: _____

Project Manual Section Title _____, Number _____, Page _____, Paragraph _____.

Drawing No. _____, Detail No. _____

Proposed Substitution: _____

Manufacturer: _____, Tel: _____

Reason request for substitution is being submitted: _____

Does proposed substitution affect dimensions, gages, weights, etc. on Drawing? No ____, Yes ____
(explain how) _____

Does proposed substitution require changes in Drawings or design and installation changes?
No ____, Yes ____ (If yes, cost of these changes is the responsibility of the Contractor.)

Does proposed substitution affect product cost, delivery time, or construction schedule?
No ____, Yes ____ Explain _____

Does proposed substitution comply with specified ICC Number, UL Rating, ASTM Numbers? No ____, Yes ____

Does proposed substitution affect other trades and systems such as wiring, piping, ductwork, structure, etc.?
 No ____, Yes ____ (explain who and how)

If yes, has impact on their work been included in price of proposed substitution? No ____, Yes ____.

Does proposed substitution product guarantee differ from that of the specified product?
 No ____, Yes ____ (explain how)

If the substitution request is accepted, it will result in: No cost impact _____ credit of \$ _____.

Attach a listing of 3 projects (one in service for at least 3 years) using the proposed substitution.

Substantiating Data: Attach product data/brochures and Vendor qualifications for both specified and substitute product. Provide samples for both specified and substitute products, if applicable.

Certification: Undersigned has examined Construction Documents, is familiar with specified product, understands indicated application of product, and understands design intent of Architect/Engineer. Undersigned states that proposed substitution has been fully investigated and complies with Construction Documents and will perform at least equally to specified product within limitations stated above. Undersigned accepts responsibility for coordinating application and installation of proposed substitution and waives all claims for additional costs resulting from incorporation of proposed substitution into Project or its subsequent failure to perform according to specified requirements. Undersigned will pay for changes to the building design, including additional studies, investigations, submittals, redesign and analysis by the Architect caused by the requested substitution.

Submitted by: _____
Typed
Signature
Date

Signature must be made by person having legal authority to bind his firm to the above terms.

Architects Comments:

____ Accepted, ____ accepted as noted, ____ not accepted, ____ received too late.

Reviewed by:

_____ Architect	_____ Date
_____ Project Manager	_____ Date
_____ Owner	_____ Date

**SECTION 01735
ALTERATION PROJECT PROCEDURES**

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Alteration work consisting of necessary demolition, dismantling, cutting, removal and repair of designated existing work and installation of new work as indicated herein and specified in applicable technical sections of the Project Manual.

1.2 ALTERATIONS

- A. Regulatory Requirements: Demolition work shall conform to California Fire Code, Article 87, "Fire Safety During Construction, Alteration or Demolition of a Building", and California Building Code Chapter 34 - "Existing Structures".
- B. Verification of Existing Conditions:
 - 1. Drawings show the existing conditions, as they are believed to exist. Examine the existing conditions prior to alterations to existing buildings as indicated.
 - 2. Verify, at the site, conditions affecting the work. Obtain accurate field dimensions of related areas, spaces, openings, levels, and items of adjacent work. Before commencing work, report to Architect in writing, discrepancies between drawings and specifications and actual field conditions. Commencement of work shall constitute acceptance of all adjacent conditions affecting work of the section involved.
 - 3. Information provided represents to the best of the Owners knowledge, conditions and materials to be found in this project. The Owner assumes no responsibility whatsoever in respect to the sufficiency or accuracy of the Drawings or interpretation thereof, and there is no warranty or guarantee, either expressed or implied, that conditions and locations indicated are representative of those existing throughout the existing structures or that unforeseen developments may not occur.
- C. Continued Occupancy: Owner will continuously occupy buildings adjacent to areas of demolition operations. Conduct demolition operations in a manner that will minimize need for disruption of Owner's normal operations. Provide 3 working days minimum advance notice to Owner of demolition activities which might severely impact Owner's operations.
- D. Protection of Property, Public, Occupants (when applicable) and Workmen:
 - 1. Portions of existing structures where existing work is to be demolished or removed, and where new work is to be done, connections made, materials handled or equipment moved and related, shall be temporarily protected prior to start of demolition. Temporary protection shall be such that interior of existing structures will at all time be protected from dust fumes, smoke and weather inclemency. Protect temporary openings in exterior walls by temporary weatherproof plywood closures. Contractor will be held responsible for damage to existing structures and contents by reason of insufficiency of such protection.

2. Provide barricades, and maintenance and supervision thereof, in accordance with applicable Federal, State and local codes and their respective requirements, or as may be directed from time to time.
- E. Transitions to Existing Work: Where alterations occur or new and old work are joined, immediately adjacent surfaces that are involved shall be cut, removed, patched, repaired or refinished, and left in as good condition as existed before commencing work. Materials and workmanship employed in alterations involving new construction, unless otherwise indicated or specified, shall conform to that of original work.
1. Where remaining existing materials interfere with installation of new work, remove existing materials. After installation of new work is complete, or in conjunction with installation of new work as applicable, reinstall existing materials, patch and refinish, or provide new to match existing.
- F. Relocation of Existing Materials and Equipment: Relocate certain materials and equipment only as indicated or specified. Refinish certain existing surfaces as specified in applicable technical sections. Repair and refinish relocated materials and equipment as necessary to leave finished work in good condition.
- G. Salvage: Salvaged materials occurring from work demolished or removed shall become property of Contractor unless otherwise noted in the Project Manual or Drawings to remain property of Owner, and shall be removed by Contractor from project site.
1. Existing materials or equipment may be removed by Owner at any time prior to start of work by Contractor.
 2. Do not reuse in this project, materials and items removed from existing site or buildings, except with specific written approval by the Architect in each case, unless such removed material or item is specifically indicated or specified to be reused.
 3. Remove materials and equipment indicated to be salvaged for reinstallation and store to prevent damage, and reinstall as the work progresses. Do not reuse in this project, other materials and equipment removed from existing site or building, except with specific written approval by the Architect in each case.
 4. Dismantled materials and items indicated to be reused shall be in good condition without objectionable cracks, chips, splits, checks, dents, scratches, or other defects. Operating items shall operate properly. Notify Architect immediately of items found to be to the contrary.
 5. Historic artifacts, including cornerstones and their contents, commemorative plaques and tablets and similar items remain the property of the Owner. Notify Owner if such items are encountered and obtain acceptance regarding method of removal and salvage.
- H. Submittals: Before commencing alteration, removal and demolition work, prepare and submit for review by Architect and Owner, a schedule showing commencement, order and completion dates of various parts of work, including utilities disruptions and proposal to ensure uninterrupted progress of Owner's on-site operations.
- I. Utilities: Before starting work relating to existing utilities (electrical, sewer, water, heat, gas, fire lines, etc.), that will temporarily discontinue or disrupt service to existing buildings, provide two (2) working days notice to utility company, Architect and Owner, and obtain their approval in writing before proceed with this phase of Work.

1. Disconnect, remove, and cap designated utility services, or those utility services required to be altered, within demolition areas.
2. Mark locations of disconnected utilities. Identify and indicate capping locations on project record drawings.

PART 2 - PRODUCTS

2.1 PRODUCTS FOR NEW WORK

- A. Products for New Work: Products specified in Part 2 – PRODUCTS of applicable technical sections of the Project Manual, shall be utilized for patching and extending Work.
- B. Type and Quality of Existing Products: Determine by inspection and testing Products where necessary, referring to existing construction as a standard.

PART 3 - EXECUTION

3.1 DEMOLITION

- A. Conduct demolition to minimize interference with building or exterior areas to remain used or occupied, and surrounding landscaped areas. Maintain protected egress and access at all times.
- B. Demolish in an orderly and careful manner. Protect existing and remaining foundations and structural members. Perform cutting, drilling and removal of existing work with extreme care, with small tools in order not to jeopardize structural integrity of building or its parts.

3.2 RENOVATION

- A. The following is an expansion of some of the main reconstruction notes and specifications used on this project, and shall apply where and whenever described work is required.
 1. Carpet and base:
 - a. Remove existing carpet, carpet mastic, edging strips and accessories, and thoroughly clean existing substrate.
 - b. Existing vinyl flooring is to remain beneath carpet to remain, unless noted otherwise.
 - c. Patch existing substrate (vinyl tile, concrete, etc.).

3.3 EXAMINATION

- A. Verify that demolition is complete, and areas are ready for execution of Work.
- B. Beginning of restoration Work will be interpreted to mean acceptance of existing conditions.

3.4 PREPARATION

- A. Cut, move or remove items as necessary for access for alterations, renovation and extension Work. Replace and restore at completion.
- B. Remove unsuitable material not marked for salvage, such as rotted wood, corroded metals, and deteriorated masonry and concrete. Replace materials as specified for finished Work.
- C. Remove debris and abandoned items from area from concealed spaces.
- D. Prepare surface and remove surface finishes to provide for proper installation of new work and finishes.
- E. Close openings in exterior surfaces to protect existing work, and salvage items where applicable, from weather and extremes of temperature and humidity. Insulate ductwork and piping to prevent condensation in exposed areas.

3.5 INSTALLATION

- A. Coordinate Work for alterations and renovations to expedite completion sequentially and to accommodate Owner occupancy.
- B. Designated areas: Complete in all respects including operational mechanical and electrical work.
- C. Remove, cut, and patch Work in a manner to minimize damage and to provide a means of restoring products and finishes to original or specified condition, including finish paint on exterior.
- D. Refinish visible existing surfaces to remain in renovated rooms and spaces, to specified condition for each material, with a neat transition to adjacent finishes.
- E. In addition to specified replacement of equipment and fixtures, restore existing and remaining plumbing, heating, ventilation, air conditioning, and electrical systems to full operational conditions.
- F. Install Products as specified in applicable Sections.

3.6 TRANSITIONS

- A. Where Work abuts or aligns with existing construction, perform a smooth and even transition. Patches shall match existing adjacent construction in texture and appearance.
- B. When finished surfaces are cut so that a smooth transition is not possible, terminate existing surface along a straight line at a natural line of division.

3.7 ADJUSTMENTS

- A. Where removal of partitions or walls results in adjacent spaces becoming one, rework floors, walls, and ceilings to a smooth plane without breaks, steps, or bulkheads.

- B. Where a change of plane of 1/4-inch or more occurs, submit recommendation for providing a smooth transition for Architect's review.
- C. Trim existing doors as necessary to clear new floor finish. Refinish trim as required.
- D. Fit work at penetrations of surfaces as specified.

3.8 REPAIR OF DAMAGED SURFACES

- A. Patch or replace portions of existing surfaces which are damaged, lifted, discolored, or showing other imperfections.
- B. Repair substrate prior to patching finish.

3.9 FINISHES

- A. Finish surfaces as specified in applicable Sections.
- B. Finish patches to produce uniform finish and texture over entire area. When finish cannot be matched, refinish entire surface to nearest intersections.

3.10 CLEANING

- A. In addition to cleaning specified in Section 01740 - Final Cleaning, clean Owner-occupied areas of existing construction affected by construction activities.
- B. Do not burn or bury materials on site.

3.11 DEMOLITION RESTRICTIONS

- A. Noise Abatement: Limit noise to a reasonable level as related to specific items of equipment used and their hours of use. This does not preclude use of mechanical equipment, i.e. jack hammers, power-driven fasteners.
- B. Do not operate air compressors inside of existing buildings.
- C. Drilling or cutting of columns, beams, joists, girders, or other structural support elements not permitted, unless specifically approved by Architect.

3.12 DISPOSAL OF DEMOLISHED MATERIALS

- A. Do not burn or bury materials on site.
- B. Immediately remove demolished materials from site or stockpile where directed if designated for re-use.
- C. Remove and promptly dispose of contaminated, vermin infested, or dangerous materials encountered.

- D. If hazardous materials are encountered during demolition operations, comply with applicable regulations, laws, and ordinances concerning removal, handling and protection against exposure or environmental pollution.

END OF SECTION

**SECTION 01740
FINAL CLEANING**

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Cleaning for Substantial Completion review and final acceptance of the Work.

1.2 RELATED SECTIONS

- A. Requirements: Cleaning for specific products or elements of Work are described in individual product Specification Sections in Divisions 2 through 16.

1.3 CLEANING AND DISPOSAL REQUIREMENTS

- A. Cleaning Procedures: All cleaning processes, agents and materials shall be subject to Owner's review and approval. Processes and degree of cleanliness shall be as directed by Owner.
- B. Cleaning and Disposal Requirements, General: Conduct cleaning and disposal operations in compliance with all applicable codes, ordinances and regulations, including environmental protection laws, rules and practices.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents and Materials: Use only those cleaning agents and materials which will not create hazards to health or property and which will not damage or degrade surfaces.
 - 1. Use only those cleaning agents, materials and methods recommended by manufacturer of the material to be cleaned.
 - 2. Use cleaning materials only on surfaces recommended by cleaning agent manufacturer.
 - 3. Before use, review cleaning agents and materials with Owner for suitability and compatibility. Use no cleaning agents and materials without approval of Owner.

PART 3 - EXECUTION

3.1 SUBSTANTIAL COMPLETION REVIEW CLEANING, GENERAL

- A. Substantial Completion Review Cleaning, General: Execute a thorough cleaning prior to Substantial Completion review by Architect and Owner. Employ experienced workers or professional cleaners for cleaning operations for Substantial Completion review.
 - 1. Clean each surface or unit to the condition expected in a normal, industrial building cleaning and maintenance program.
 - 2. Substantial Review cleaning will not require sanitation of "clean" rooms.

3. Remove waste and surplus materials, rubbish and temporary construction facilities, utilities and controls.

3.2 FINAL COMPLETION INTERIOR CLEANING

- A. Final Completion Cleaning, General: Complete final cleaning before submitting final Application for Payment.
 1. Employ professional building cleaners to thoroughly clean building immediately prior to Final Completion inspection by Owner and, if applicable, by authorities having jurisdiction.
 2. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials from all visible interior and exterior surfaces.
 3. Remove dust from all horizontal surfaces not exposed to view, including light fixtures, ledges and plumbing fixtures.
 4. Clean all horizontal surfaces to dust-free condition, including tops of door and window frames, tops of doors and interiors of cabinets and casework.
- B. Accessories and Fixtures Cleaning: Clean building accessories, including toilet partitions, fire extinguisher cabinets, lockers and toilet accessories, all plumbing fixtures and all lighting fixture lenses and trim.
- D. Metalwork: Clean and buff all metalwork, to be free of soiling and fingerprints. Mirror finished metalwork shall be buffed to high luster.
- E. Fixture Cleaning: Clean plumbing fixtures and lighting fixture lenses.
- F. Floor Cleaning:
 1. Exposed concrete floors: Thoroughly sweep and wet mop floors in enclosed spaces. At parking areas and ramps, sweep and hose off floor surface.
 2. Ceramic or porcelain tile flooring: Thoroughly sweep and mop tile flooring. Comply with specific requirements in tile and installation materials manufacturers for cleaning materials.
 3. Resilient flooring: Thoroughly sweep all resilient flooring. Damp wash and wax (as appropriate) all resilient flooring. Comply with specific requirements in applicable resilient flooring Sections, and notes of the Drawings.
 4. Carpeting: Clean and vacuum all carpeting. Clean as necessary to restore to like-new condition.
- G. Ventilation System Cleaning: Replace filters and clean heating and ventilating equipment used for temporary heating, cooling and ventilation.
- H. Site Cleaning: Broom clean exterior paved surfaces. Rake clean other surfaces of the grounds.
 1. Wash down and scrub where necessary all paving soiled as a result of construction activities. Thoroughly remove mortar droppings, paint splatters, stains and adhered soil.
 2. Remove from the site all construction waste, unused materials, excess soil and other debris resulting from the Work.

3.3 INSPECTION

- A. **Cleaning Inspection:** Prior to Final Payment or acceptance by Owner for partial occupancy or beneficial use of the premises, Contractor and Owner shall jointly conduct an inspection of interior and exterior surfaces to verify that entire Work is acceptably clean.
- B. **Inadequate Cleaning:** Should final cleaning be inadequate, as determined by Owner, and Contractor fails to correct conditions, Owner may order thorough cleaning by workers under separate contract and deduct cost from Final Payment.

END OF SECTION

**SECTION 01770
CONTRACT CLOSEOUT**

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Contract closeout procedures.
- B. Project record documents.

1.2 RELATED SECTIONS

- A. Section 01330 - Shop Drawings, Product Data and Samples: General requirements for submittals.
- B. Section 01740 - Final Cleaning: Cleaning as part of Contract closeout.

1.3 FINAL COMPLETION ACTIONS

- A. Final Application for Payment: In the Application for Payment that coincides with the date Substantial Completion is claimed, show 100 percent completion for the portion of the Work claimed substantially complete.
- B. Warranties, Bonds and Certificates: Submit specific warranties, guarantees, workmanship bonds, maintenance agreements, final certifications and similar documents.
- C. Locks and Keys: Change temporary lock cylinders over to permanent keying and transmit keys to the Owner, unless otherwise directed or specified.
- D. Tests and Instructions: Complete start-up testing of systems, and instruction of the Owner's personnel. Remove temporary facilities from the site, along with construction tools, mock-ups, and similar elements.

1.4 SUBSTANTIAL COMPLETION REVIEW

- A. Contractor's Notification for Substantial Completion Review: When the Contractor determines that the Work is complete in accordance with Contract Documents, the Contractor shall submit to the Owner and Architect written certification that the Contract Documents have been reviewed, the Work has been inspected by the Contractor and by authorities having jurisdiction, and the facility is ready for the Substantial Completion review.

- B. Preliminary Contract Closeout Review Meeting: As authorized by the Owner, Architect and Architect's and Owner's consultants, as appropriate, will attend a meeting at the Project site to review Contract closeout procedures and to review the list of items to be completed and corrected (punch list) to make the Work ready for acceptance by the Owner. This meeting shall be scheduled not earlier than 14 days prior to the date anticipated for the Substantial Completion review.
- C. Correction (Punch) List: Contractor shall prepare and distribute at the preliminary Contract closeout review meeting, a typewritten, comprehensive list of items to be completed and corrected (punch list) to make the Work ready for acceptance by the Owner.
1. The punch list shall include all items to be completed or corrected prior to the Contractor's application for final payment.
 2. The punch list shall identify items by location (room number or name) and consecutive number. For example, 307-5 would identify item 5 in Room 307, Roof-4 would identify item 4 on Roof.
 3. Contractor shall prepare separate lists according to categories used for Drawings. For example, provide lists for Architectural, Structural, Mechanical, Plumbing, Electrical, Civil, Landscape, Process Piping and Laboratory Furnishings. Provide a list also for the Fire Protection (sprinkler) system.
 4. Architect, Architect's consultants and Owner's consultants, if in attendance, will conduct a brief walk-through of Project with the Contractor to review scope and adequacy of the punch list.
 5. Verbal comments will be made to the Contractor by the Construction Manager, the Architect and the Architect's and Owner's consultants, if in attendance, during the walk-through. These comments will indicate generally the additions and corrections to be made to the punch list. Such comments shall not be considered to be comprehensive; Contractor shall use the comments as guidance in preparing the punch list for the Substantial Completion review.
- B. Substantial Completion Meeting: On a date mutually agreed by the Owner, Architect and Contractor, a meeting shall be conducted at the Project site to determine whether the Work is satisfactory and complete for filing a Notice of Completion (Substantial Completion).
1. Contractor shall provide three working days notice to Architect for requested date of Substantial Completion meeting.
 2. The Construction Manager, the Architect and the Architect's and Owner's consultants, as authorized by the Owner, will attend the Substantial Completion meeting.
 3. In addition to conducting a walk-through of the facility and reviewing the punch list, the purpose of the meeting shall include submission of warranties, guarantees and bonds to the Owner, submission of operation and maintenance data (manuals), provision of specified extra materials to the Owner, and submission of other Contract closeout documents and materials as required and if not already submitted.
 4. The Construction Manager, the Architect and Architect's consultants, as appropriate, will conduct a walk-through of the facility with the Contractor and review the punch list.

5. Contractor shall correct the punch list and record additional items as may identified during the walk-through, including notations of corrective actions to be taken.
 6. Contractor shall retype the punch list and distribute it within three working days to those attending the meeting.
 7. If additional site visits by the Construction Manager, the Architect and the Architect's and Owner's consultants are required to review completion and correction of the Work, the costs of additional visits shall be reimbursed to the Owner by the Contractor by deducting such costs from the Final Payment.
- C. **Uncorrected Work:** Refer to requirements specified in General Conditions regarding Contract adjustments for non-conforming Work.
- D. **Clearing and Cleaning:** Prior to the Substantial Completion review, Contractor shall conduct a thorough cleaning and clearing of the Project area, including removal of construction facilities and temporary controls. Refer to Section 01740 - Final Cleaning.
- E. **Inspection and Testing:** Prior to the Substantial Completion review, complete inspection and testing required for the Work, including securing of approvals by authorities having jurisdiction.
1. Complete all inspections, tests, balancing, sterilization and cleaning of plumbing and HVAC systems.
 2. Complete inspections and tests of electrical power and signal systems.
 3. Complete inspections and tests of conveying (elevator or wheelchair lift) systems.
- F. **Architect's Certification of Substantial Completion:** When Architect determines that list of items to be completed and corrected (Punch List) is sufficiently complete for Owner to occupy Project for the use to which it is intended, Architect will complete and issue to the Owner and Contractor a Certificate of Substantial Completion using The American Institute of Architects Form G704 - CERTIFICATE OF SUBSTANTIAL COMPLETION or other form if directed by the Owner.
- G. **Notice of Completion:** Contractor, after receipt of Architect's certification, shall record and pay for Notice of Completion in compliance with the requirements of authorities having jurisdiction. Provide copies to Owner and Architect.

1.5 FINAL COMPLETION SUBMITTALS

- A. **Final Completion Submittals:** Prior to application for Final Payment, Contractor shall submit the following.
- B. **Agency Document Submittals:** Submit to Owner all documents required by authorities having jurisdiction, including serving utilities and other agencies. Submit original versions of all permit cards, with final sign-off by inspectors. Submit all certifications of inspections and tests.
- C. **Final Specifications Submittals:** Submit to Owner all documents and products required by Specifications to be submitted, including the following:
1. Project record drawings and specifications.

2. Operating and maintenance data.
 3. Guarantees, warranties and bonds.
 4. Keys and keying schedule.
 5. Spare parts and extra stock.
 6. Test reports and certificates of compliance.
- D. Certificates of Compliance and Test Report Submittals: Submit to Owner certificates and reports as specified and as required by authorities having jurisdiction, including the following:
1. Sterilization of water systems.
 2. Sanitary sewer system tests.
 3. Gas system tests.
 4. Lighting, power and signal system tests.
 5. Ventilation equipment and air balance tests.
 6. Fire sprinkler system tests.
 7. Roofing inspections and tests.
- E. Lien and Bonding Company Releases: Submit to Owner, with copy to Architect, evidence of satisfaction of encumbrances on Project by completion and submission of The American Institute of Architects Forms G706 - CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS, G706A - CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS, and (if applicable) G707 - CONSENT OF SURETY. Comply also with other requirements of Owner, as directed. All signatures shall be notarized.
- F. Subcontractor List: Submit to two copies to Owner and two copies to Architect of updated Subcontractor and Materials Supplier List.
- G. Warranty Documents: Prepare and submit to Owner all warranties and bonds as specified in Section 01785 - Warranties and Bonds.

1.6 PROJECT RECORD DOCUMENTS

- A. Project Record Documents, General: Maintain on site, one set of the following record documents and record actual construction and all revisions to the Work:
1. Contract Drawings.
 2. Project Manual, with Specifications, Addenda, Change Orders and other Modifications to the Contract.
 3. Reviewed shop drawings, product data and samples.
 4. Store Record Documents separate from documents used for construction.
- B. Record Drawings: Record information continuously as Work progresses. Do not conceal Work permanently until all required information is recorded. Legibly and to scale, mark a reproducible set of Contract Drawings to record actual construction, including:
1. Measured depths of foundations and footings encountered, measured in relation to finish First Floor datum.
 2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent ground improvements.
 3. Field changes of dimension and detail.

4. Details not on original Contract Drawings. Application of copies of details produced and provided by Architect during construction will be accepted.
 5. Reproducible set of Contract Drawings will be provided to Contractor by Owner through Architect or Construction Manager.
- C. Record Specifications: Record changes made by Addenda and Change Orders. In PART 2 - PRODUCTS in each Section, legibly mark and record actual Products installed or used, including:
1. Manufacturer's name and product model or catalog number.
 2. Product substitutions or alternates utilized.
- D. Submission: Submit Record Documents to Architect with final Application for Payment.

1.7 FINAL PAYMENT

- A. Final Payment: After completion of all items listed for completion and correction, after submission of all documents and products and after final cleaning, submit final Application for Payment, identifying total adjusted Contract Sum, previous payments and sum remaining due. Payment will not be made until the following are accomplished:
1. All Project Record Documents have been transferred and accepted by Owner.
 2. All extra materials and maintenance stock have been transferred and received by Owner.
 3. All warranty documents and operation and maintenance data have been received and accepted by Owner.
 4. All liens have been released or bonded by Contractor.
 5. Contractor's surety has consented to Final Payment.

PART 2 - PRODUCTS - (Not Applicable to this Section.)

PART 3 - EXECUTION - (Not Applicable to this Section.)

END OF SECTION

**SECTION 01780
OPERATION AND MAINTENANCE DATA**

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Format and content of operation and maintenance manuals.
 - 1. Data requirements for materials and finishes.
 - 2. Data requirements for equipment and operating systems.
- B. Instruction of Owner's personnel.
- C. Submission of operation and maintenance manuals.

1.2 RELATED SECTIONS

- A. Section 01770 - Contract Closeout: Contract closeout procedures, project record documents and warranties and bonds.
- B. Individual Product Specifications Sections: Specific requirements for operation and maintenance data.

1.3 QUALITY ASSURANCE

- A. Preparation of data shall be done by persons:
 - 1. Trained and experienced in maintenance and operation of the described products.
 - 2. Familiar with requirements of this Section.
 - 3. Skilled in technical writing to the extent required to communicate essential data.
 - 4. Skilled as drafters competent to prepare required drawings.

1.4 FORMAT AND CONTENT OF OPERATION AND MAINTENANCE MANUALS

- A. Format for Operation and Maintenance Data Manuals: Prepare data in the form of an instructional manual. Comply with the general requirements specified below and comply with specific requirements for types of products in Articles following. See Article titled "SUBMISSION OF OPERATION AND MAINTENANCE MANUALS" for number of copies of manuals.
- B. Binders: 8-1/2 x 11 inch, standard three-ring binders with heavy duty vinyl covers with hard cardboard backing, black color, with provision on binder spine for inserting identification card; Maximum binder ring size shall be 3-inches. Use multiple binders as necessary to avoid overfilling. When multiple binders are used, correlate data into related consistent groupings.
- C. Cover: Identify each binder with typed or printed card inserted on binder spine, stating OPERATION AND MAINTENANCE DATA, the Project name and the general subject matter of the contents of the binder.

- D. **Operation and Maintenance Data Organization:** Organize operation and maintenance data in 3-ring binders and organize the contents of each binder following the organization of the Contract Specifications.
1. Organize the group of binders and the contents of individual binders in sequence according to the Section numbers and titles as listed in the Table of Contents of the Project Manual. Number the binders consecutively; coordinate with Paragraph below titled "Tables of Contents."
 2. Organize each binder with color-coded tabbed dividers for each distinct product and system, with typed inserts in tabs identifying the product or system.
 3. Organize the contents of each tabbed division according to the Article headings in PART 2 - PRODUCTS in each product Specification Section.
 - a. Within each tabbed division, organize the information according to major component parts of equipment and systems, as applicable, and to facilitate locating information.
 - b. Separate operation and maintenance data for each product under separate tabbed divisions, where feasible.
 - c. Within each tabbed division, include a cover sheet identifying the specific products and component parts included in the tabbed division.
 4. If the products of more than one Specification Section are included in the binder, provide separate, heavy cover stock dividers to separate information for each Section.
- E. **Title Page:** In each volume (binder) of operation and maintenance data, include a title page with the following:
1. Name of the Project.
 2. Names, addresses and telephone numbers of the responsible design professionals (Architect and Architect's or Owner's consultant, as applicable).
 3. Name, address and telephone numbers of Contractor, including names of contact persons.
- F. **Table of Contents:** In each volume (binder) of operation and maintenance data, include a listing of the contents of the volume. In a separate, first binder, provide a master Table of Contents of operation and maintenance data, identifying the product and systems, the applicable Specification Section number and title, and the operation and maintenance data binder number.
- G. **Schedule of Products and Systems:** In the first volume of the set of operation and maintenance data, include a schedule of products and systems, indexed to the Table of Contents of the volumes (binders) and cross-referenced to the Contract Drawings and Specifications.
- H. **Operation and Maintenance Data:** Include manufacturer's pre-printed data where feasible or provide typewritten data on 20 pound, correspondence quality bond paper.
- I. **Drawings:** When included, neatly fold drawings to size of text pages and provide reinforced, punched binding edge. Add binding strip as necessary to avoid punching through drawing content.

- J. **Operation and Maintenance Data:** In each tabbed division of operation and maintenance data for each product or system, provide the following:
1. On a cover page for each tabbed division, provide the following:
 - a. Identify by name, address and telephone number, the manufacturer, supplier and installer. Include names of contact persons, if known.
 - b. Identify by name, address and telephone number, local sources of supplies, replacement parts and factory-authorized service.
 2. Within each tabbed division, include complete operation and maintenance data as published by the product manufacturer. All data shall be neatly typewritten. Strike-through information on printed literature not applicable.
 3. Supplement the manufacturer's printed data with neatly typewritten text and professionally drafted diagrams as necessary to suit the particular installation for the Project and to fully explain operation and maintenance procedures. Provide logical sequence of instructions for each procedure.
- K. **Drawings:** Supplement operation and maintenance data to illustrate configurations and relationships of component parts of equipment and systems, and to show control and flow diagrams, as applicable. Do not use Project Record Documents as maintenance drawings.
- L. **Additional Data:** As specified in individual product Specification Sections.

1.5 DATA REQUIREMENTS FOR MATERIALS AND FINISHES

- A. **Data for Building Products, Applied Materials and Finishes:** Include product data, with catalog number, size, composition, and color and texture designations. Provide information for re-ordering custom manufactured Products.
- B. **Instructions for Care and Maintenance:** Include manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.
- C. **Data for Moisture Protection and Weather-Exposed Products:** Include product data listing applicable reference standards, chemical composition, and details of installation. Provide recommendations for inspections, maintenance, and repair.
- D. **Additional Requirements:** As specified in individual product Specification Sections.

1.6 DATA REQUIREMENTS FOR EQUIPMENT AND OPERATING SYSTEMS

- A. **Data for Equipment and Operating Systems:** Include description of each unit or system, and component parts.
1. Include manufacturer's printed operation and maintenance instructions.
 2. Identify function, normal operating characteristics and limiting conditions.
 3. Include performance curves, with engineering data and tests.
 4. Include sequence of operation by controls manufacturer, as applicable.
 5. Provide diagrams by controls manufacturer for control systems, as applicable and as installed.

- B. Piping Data: Provide Contractor's coordination drawings, with piping diagrams as installed. Provide charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams. Color code diagrams as necessary for clarity.
- C. Reports: Include test and balancing reports, as applicable and as specified in individual product Specification Sections.
- D. Panelboard Circuit Directories: Provide electrical service characteristics, controls and communications.
- E. Wiring Diagrams: Include diagrams of wiring as installed, with color coding as necessary for clarity.
- F. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operating instructions.
- G. Maintenance Requirements: Include routine procedures and guide for trouble-shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- H. Servicing and Lubrication: Provide servicing and lubrication schedule, and list of lubricants required.
- I. Parts Data: Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams as necessary for service and maintenance. Include complete nomenclature and catalog numbers for consumable and replacement parts. Provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in stock by the Owner or operator.
- J. Additional Requirements: As specified in individual product Specification Sections.

1.7 INSTRUCTION OF OWNER'S PERSONNEL

- A. Instruction of Owner's Personnel: Prior to Substantial Completion review, complete instruction of Owner's designated personnel in the operation, adjustment and routine cleaning, service and maintenance of products, equipment, and systems. Schedule indoctrination and training sessions at times acceptable to Owner.
- B. Basis for Instruction: Use operation and maintenance manuals as basis for instruction. Review contents of manual with personnel in detail to explain all aspects of operation and maintenance.
- C. Instructional Material: Prepare and insert additional data in Operation and Maintenance Manual when need for such data becomes apparent during instruction.

1.8 SUBMISSION OF OPERATION AND MAINTENANCE MANUALS

- A. Preliminary Draft Submittal: Submit two (2) copies of preliminary draft or proposed formats and outlines of contents before start of Work. Show general arrangement, nature of contents in each portion, probable number of drawings and their size, and proposed method of binding and covering. Architect will review draft and return one copy with comments. Secure the Architect's review comments prior to proceeding.
- B. Preliminary Submittal: Submit two (2) copies of completed preliminary volumes in final form 15 days prior to indoctrination of operation and maintenance personnel and prior to Substantial Completion review. See Section 01770 - Contract Closeout. One copy will be returned after Substantial Completion review with Architect's comments.
- C. Advance Submittals: For equipment and systems, or component parts of systems, put into service during construction and operated by Owner, submit documents within ten days of start of operation by Owner.
- D. Revisions: After completion of indoctrination of Owner's personnel, review all proposed revisions of the operation and maintenance manuals with the Architect. Revise content of documents in accordance with Architect's review comments and to include additional information as necessary from experience of instruction of Owner's personnel.
- E. Final Submittal: Submit three (3) copies of revised volumes in final form prior to submission of final Application for Payment.

PART 2 - PRODUCTS - (Not Applicable to this Section.)

PART 3 - EXECUTION - (Not Applicable to this Section.)

END OF SECTION

**SECTION 01785
WARRANTIES AND BONDS**

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. General administrative and procedural requirements for preparation and submission of warranties and bonds required by the Contract Documents, including manufacturer's standard warranties on products and special Project warranties.
 - 1. Refer to the Conditions of the Contract for terms of Contractor's special warranty of workmanship and materials.
 - 2. Certifications and other commitments and agreements for continuing services to Owner are specified elsewhere in the Contract Documents.

1.2 RELATED DOCUMENTS AND SECTIONS

- A. General Conditions of the Contract and Supplementary Conditions of the Contract: Performance bond and labor and material payment bond; provisions of the Contract for correction of the Work.
- B. Section 01330 - Shop Drawings, Product Data and Samples: General administrative requirements for submittals, applicable to warranties and bonds.
- C. Section 01770 - Contract Closeout: General requirements for closeout of the Contract.
- D. Section 01780 - Operation and Maintenance Data: Operating and maintenance data binders, to include copies of warranties and bonds.
- E. Individual Product Specifications Sections: Special Project warranty requirements for specific products or elements of the Work; commitments and agreements for continuing services to Owner.

1.3 DEFINITIONS

- A. **Warranty:** Assurance to Owner by Contractor, installer, supplier, manufacturer or other party responsible as warrantor, for the quantity, quality, performance and other representations of a product, system service of the Work, in whole or in part, for the duration of the specified period of time.
- B. **Guarantee:** Assurance to Owner by Contractor or product manufacturer or other specified party, as guarantor, that the specified warranty will be fulfilled by the guarantor in the event of default by the warrantor.
- C. **Standard Product Warranty:** Preprinted, written warranty published by product manufacturer for particular products and specifically endorsed by the manufacturer to the Owner.

- D. **Special Project Warranty:** Written warranty required by or incorporated into Contract Documents, to extend time limits provided by standard warranty or to provide greater rights for Owner.
- E. **Correction Period:** As defined in the Conditions of the Contract, Correction Period shall be synonymous with "warranty period", "guarantee period" and similar terms used in the Contract Specifications.

1.4 WARRANTIES AND GUARANTEES

- A. **Warranties and Guarantees, General:** Provide all warranties and guarantees with Owner named as beneficiary. For equipment and products, or components thereof, bearing a manufacturer's warranty or guarantee that extends for a period of time beyond the Contractor's warranty and guarantee, so state in the warranty or guarantee.
- B. **Provisions for Special Warranties:** Refer to Conditions of the Contract for terms of the Contractor's special warranty of workmanship and materials.
- C. **General Warranty and Guarantee Requirements:** Warranty shall be an agreement to repair or replace, without cost and undue hardship to Owner, Work performed under the Contract which is found to be defective during the Correction Period (warranty or guarantee) period. Repairs and replacements due to improper maintenance or operation, or due to normal wear, usage and weathering are excluded from warranty requirements unless otherwise specified.
- D. **Specific Warranty and Guarantee Requirements:** Specific requirements are included in product Specifications Sections of Divisions 2 through 16, including content and limitations.
- E. **Disclaimers and Limitations:** Manufacturer's disclaimers and limitations on product warranties and guarantees shall not relieve Contractor of responsibility for warranty and guarantee requirements for the Work that incorporates such products, nor shall they relieve suppliers, manufacturers, and installers required to countersign special warranties with Contractor.
- F. **Related Damages and Losses:** When correcting warranted Work that has been found defective, remove and replace other Work that has been damaged as a result of such defect or that must be removed and replaced to provide access for correction of warranted Work.
- G. **Reinstatement of Warranty:** When Work covered by a warranty has been found defective and has been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
- H. **Replacement Cost:** Upon determination that Work covered by a warranty has been found to be defective, replace or reconstruct the Work to a condition acceptable to Owner, complying with applicable requirements of the Contract Documents. Contractor shall be responsible for all costs for replacing or reconstructing defective Work regardless of whether Owner has benefited from use of the Work through a portion of its anticipated useful service life.

- I. Owner's Recourse: Written warranties made to the Owner shall be in addition to implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise available under law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights, or remedies.
 - 1. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents.
- J. Warranty as Condition of Acceptance: Owner reserves the right to refuse to accept Work for the Project where a special warranty, certification, or similar commitment shall be required on such Work or part of the Work, until evidence is presented that entities required to countersign such commitments are willing to do so.

1.5 PREPARATION OF WARRANTY AND BOND SUBMITTALS

- A. Number of Copies: Make all submittals of warranties, guarantees and bonds in duplicate.
- B. Project Warranty and Guarantee Forms: Forms for special Project warranties and guarantees are included at the end of this Section. Prepare written documents utilizing the appropriate form, ready for execution by the Contractor, or the Contractor and subcontractor, supplier or manufacturer. Submit a draft to Owner through Architect for approval prior to final execution.
 - 1. Refer to product Specifications Sections of Divisions 2 through 16 for specific content requirements, and particular requirements for submittal of special warranties.
 - 2. Prepare standard warranties and guarantees, excepting manufacturers' standard printed warranties and guarantees, on Contractor's, subcontractor's, material supplier's, or manufacturer's own letterhead, addressed to Owner.
 - 3. Warranty and guarantee letters shall be signed by all responsible parties and by Contractor in every case, with modifications only as approved in advance by Owner to suit the conditions pertaining to the warranty or guarantee.
- C. Manufacturer's Guarantee Form: Manufacturer's guarantee form may be used in lieu of special Project form included at the end of this Section. Manufacturer's guarantee form shall contain appropriate terms and identification, ready for execution by the required parties.
 - 1. If proposed terms and conditions restrict guarantee coverage or require actions by Owner beyond those specified, submit draft of guarantee to Owner through Architect for review and acceptance before performance of the Work.
 - 2. In other cases, submit draft of guarantee to Owner through Architect for approval prior to final execution of guarantee.
- D. Signatures: Signatures shall be by person authorized to sign warranties, guarantees and bonds on behalf of entity providing such warranty, guarantee or bond. All signatures on warranties, guarantees and bonds shall be notarized.
- E. Co-Signature: All installer's warranties and bonds shall be co-signed by Contractor. Manufacturer's guarantees will not require co-signature.

1.6 FORM OF WARRANTY AND BOND SUBMITTALS

- A. Form of Warranty and Bond Submittals: Prior to final Application and Certificate for Payment, compile two copies of each required warranty, guarantee and bond, properly executed by Contractor, or jointly by Contractor, subcontractor, supplier, or manufacturer. Collect and assemble all written warranties and guarantees into binders and deliver binders to Owner for final review and acceptance.
1. Prior to submission, verify that documents are in proper form and contain all required information and are properly signed.
 2. Organize warranty and guarantee documents into an orderly sequence based on the Table of Contents of the Project Manual.
 3. Include Table of Contents for binder, neatly typed, following order and Section numbers and titles as used in the Project Manual.
 4. Bind warranties, guarantees and bonds in heavy-duty, commercial quality, durable 3-ring vinyl covered loose-leaf binders, thickness as necessary to accommodate contents, with clear front and spine to receive inserts, and sized to receive 8-1/2 inch by 11-inch paper.
 5. Provide heavy paper dividers with celluloid or plastic covered tabs for each separate warranty. Mark tabs to identify products or installation, and Section number and title.
 6. Include on separate typed sheet, if information is not contained in warranty or guarantee form, a description of the product or installation, and the name, address, telephone number and responsible person for applicable installer, supplier and manufacturer.
 7. Identify each binder on front and spine with typed or printed inserts with title "WARRANTIES AND BONDS", the Project title or name, and the name of the Contractor. If more than one volume of warranties, guarantees and bonds is produced, identify volume number on binder.
 8. When operating and maintenance data manuals are required for warranted construction, include additional copies of each required warranty and guarantee in each required manual. Coordinate with requirements specified in Section 01780 - Operation and Maintenance Data.

1.7 TIME OF WARRANTY AND BOND SUBMITTALS

- A. Submission of Preliminary Copies: Unless otherwise specified, obtain preliminary copies of warranties, guarantees and bonds within ten days of completion of applicable item or Work. Prepare and submit preliminary copies for review as specified herein.
- B. Submission of Final Copies: Submit fully executed copies of warranties, guarantees and bonds within ten days of date identified in Certificate of Completion but no later than three days prior to date of final Application for Payment.
- C. Date of Warranties and Bonds: Unless otherwise directed or specified, commencement date of warranty, guarantee and bond periods shall be the date established in the Certificate of Completion.
1. Warranties for Work accepted in advance of date stated in Certificate of Completion: When a designated system, equipment, component parts or other portion of the Work is completed and occupied or put to beneficial use by Owner, by separate agreement with Contractor, prior to completion date

established in the Certificate of Completion, submit properly executed warranties to Owner within ten days of completion of that designated portion of the Work. List date of commencement of warranty, guarantee or bond period as the date established in the Certificate of Completion.

2. Warranties for Work not accepted as of date established in the Certificate of Completion: Submit documents within ten days after acceptance, listing date of acceptance as beginning of warranty, guarantee or bond period.

- D. Duration of Warranties and Guarantees: Unless otherwise specified or prescribed by law, warranty and guarantee periods shall be not less than the Correction Period required by the Conditions of the Contract, but in no case less than one year from the date established for completion of the Project in the Certificate of Completion. See product Specifications Sections in Divisions 2 through 16 of the Project Manual for extended warranty and guarantee beyond the minimum one year duration.

PART 2 - PRODUCTS - (Not Applicable to this Section.)

PART 3 - EXECUTION - (Not Applicable to this Section.)

END OF SECTION

(Sample Form Letters follow)

FOR CONTRACTOR'S / SUBCONTRACTOR'S / MANUFACTURER'S WARRANTY

CONTRACTOR'S/SUBCONTRACTOR'S/SUPPLIER'S LETTERHEAD

SPECIAL LIMITED PROJECT WARRANTY FOR _____ WORK.

We, the undersigned, do hereby warrant that the portion of the Work described above which we have provided for the U.S. District Court Finishes project is in accordance with the Contract Documents and that all such Work as installed will fulfill or exceed all minimum warranty requirements. We agree to repair or replace Work installed by us, together with any adjacent Work which is displaced or damaged by so doing, that proves to be defective in workmanship, material, or function within a period of (years), commencing (date identified in Certificate of Completion, unless otherwise directed) and terminating (date).

The following terms and conditions apply to this warranty (obtain Owner's approval before submission):

In the event of our failure to comply with the above-mentioned conditions within a reasonable time period determined by the Owner, after notification in writing, we, the undersigned, all collectively and separately, hereby authorize the Owner to have said defective Work repaired or replaced to be made good, and agree to pay to the Owner upon demand all moneys that the Owner may expend in making good said defective Work, including all collection costs and reasonable attorney fees.

Local Representative: For warranty maintenance, repair, or replacement service, contact:

(Name) _____

(Address) _____

(City) _____ (State) _____ (ZIP) _____

(Phone) _____ / _____

(signed) _____ (signed)

(Date) _____

(Date) _____

(Typed Name) _____

(Typed Name) _____

(Title) _____

(Title) _____

(Firm) _____

(Firm) _____

(Installer, applicator, manufacturer or supplier)

(Contractor)

State License No: _____

FOR CONTRACTOR'S / MANUFACTURER'S GUARANTEE

CONTRACTOR'S / MANUFACTURER'S LETTERHEAD

SPECIAL LIMITED PROJECT [WARRANTY] [GUARANTEE] FOR _____ WORK.

We, the undersigned, do hereby [warranty] [guarantee] that the portion of the Work described above which [we have provided] [was provided by (Installer or Subcontractor's Name)] for the U.S. District Court Finishes project in accordance with the Contract Documents and that all such Work as installed will fulfill or exceed all minimum warranty requirements. We agree to repair or replace Work installed by [us,] [(Installer or Subcontractor's Name)] together with any adjacent Work which is displaced or damaged by so doing, that proves to be defective in workmanship, material, or function within a period of (years), commencing (date indicated in Certificate of Completion, unless otherwise directed) and terminating (date).

The following terms and conditions apply to this [warranty] [guarantee] (obtain Owner's approval before submission):

In the event of our failure to comply with the above-mentioned conditions within a reasonable time period determined by the Owner, after notification in writing, we, the undersigned, all collectively and separately, hereby authorize the Owner to have said defective Work repaired or replaced to be made good, and agree to pay to the Owner upon demand all moneys that the Owner may expend in making good said defective Work, including all collection costs and reasonable attorney fees.

Local Representative: For warranty maintenance, repair, or replacement service, contact:

(Name) _____

(Address) _____

(City) _____ (State) _____ (ZIP) _____

(Phone) _____ / _____

(signed)

(signed)

(Date) _____

(Date) _____

(Typed Name) _____

(Typed Name) _____

(Title) _____

(Title) _____

(Firm) _____

(Firm) _____

(Installer, applicator, manufacturer or supplier)

(Contractor)

State License No: _____

**SECTION 09655
RESILIENT FLOORING**

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Resilient base, edge trim and accessories.
- B. Related work under separate contract: Carpeting requiring resilient accessories as specified in this Section.

1.2 SUBMITTALS

- A. Product Data: If other than specified products of specified manufacturer, submit manufacturer's catalog data and installation instructions.
- B. Samples for Initial Selection Purposes: Submit manufacturer's standard color charts in form of actual sections of resilient flooring, including accessories, showing full range of colors and patterns available, for each type of resilient flooring required.
- C. Samples for Verification Purposes: Submit the following samples of each type, color and pattern of resilient flooring required, showing full-range of color and pattern variations.
 - 1. Full tile samples of each type resilient tile.
 - 2. 30-inch, minimum, long samples of resilient flooring accessories.
 - 3. Other materials as requested.
- D. Certification for Fire Test Performance: Submit certification from an independent testing laboratory acceptable to authorities having jurisdiction that resilient flooring complies with fire test performance requirements.
- E. Maintenance Instructions: Submit 2 copies of manufacturer's recommended maintenance practices for each type of resilient flooring and accessory required.
- F. Maintenance Stock: After completion of Work, deliver to District the following:
 - 1. Resilient tile equal to 5 percent of resilient tile floor area of each pattern, size and color, but not more than one full carton.
 - 2. Resilient base and accessories equal to 5 percent of the length of each size and color of base and accessory, but not more than 10 feet.

1.3 QUALITY ASSURANCE

- A. Fire Test Performance: Provide resilient flooring which complies with the following fire test performance criteria as determined by an independent testing laboratory acceptable to governing authorities having jurisdiction and complying with UBC Standard 8.1.
 - 1. Critical Radiant Flux (CRF): ASTM E648, not less than 0.45 watts per sq. cm.
 - 2. Flame Spread: ASTM E84, not more than 75.
 - 3. Smoke Developed: ASTM E84, not more than 450.

4. Smoke Density: ASTM E662, not more than 450.
5. Coefficient of Friction: ASTM D2047, not more than 0.6.

1.4 DELIVERY, STORAGE AND HANDLING

- A. Delivery: Deliver and store materials in manufacturer's cartons or wrappings, keeping products clean, dry and protected from physical damage.
- B. Storage: Do not stack products higher than recommended by manufacturer.
- C. Protection: Protect all resilient flooring materials, including adhesives, from extended direct exposure to sunlight.

1.5 PROJECT CONDITIONS

- A. Temperature Requirements: Comply with resilient flooring manufacturer's requirements and recommendations.
 1. Maintain minimum temperature of 65 degrees F in spaces to receive resilient flooring for at least 48 hours prior to installation, during installation, and for not less than 48 hours after installation.
 2. Store resilient flooring materials in spaces where they will be installed for at least 48 hours before beginning installation.
 3. Provide adequate ventilation to carry off volatile fumes.
- B. Scheduling and Sequencing: Install resilient flooring and accessories after other finishing operations, including painting, have been completed. Do not install resilient flooring over concrete slabs until concrete has sufficiently cured and is sufficiently dry to achieve bond with adhesive as determined by resilient flooring manufacturer's recommended bond and moisture tests and as described under Part 3, Execution.

1.6 WARRANTY

- A. Provide manufacturer's 5 year warranty against defects and wear-through.
- B. Submit in accordance with Section 01785 - Warranties and Bonds.

PART 2 - PRODUCTS

2.1 RUBBER WALL BASE

- A. Specified Manufacturer: Johnsonite, Chagrin Falls, OH (800/899-8916; local representative 714/240-4090).
- B. Acceptable Manufacturers: Equivalent products of the manufacturers listed below meeting or exceeding physical and performance characteristics of specified products will be considered in accordance with the "or equal" provision specified in Section 01600 - Product Requirements.
 1. Flexco Co., Tuscumbia, AL (205/383-7444).
 2. Burke Flooring Products Div., Burke Industries, Inc., San Jose, CA (800/669-7010; local representative Santa Fe Springs, CA 800/675-8260).

3. Nora Rubber Flooring, Division of Freudenburg Building Systems, Inc., Lawrence, MA (800/322-NORA; local representative 714/990-3220).
 4. R.C. Musson Rubber Co., Inc., Akron, OH (800/321-2381).
 5. Roppe Rubber Corp., Fostoria, OH (800/537-9527).
- C. Rubber Wall Base: Fed Specs SS-W-40A, Type I, surface applied, smooth finish, solid colors, with molded inside and outside corners and end stops.
- D. Cove Toe Rubber Base: For use at resilient flooring, and hard surfaces throughout.
- E. Square Toe Rubber Base: For use at carpeting.
- F. Size: 4 inches as scheduled on Drawings.
- G. Flame Spread: CBC Maximum Flame Spread Class II, ASTM E84, 26-75 Flame Spread Index.
- H. Color: As selected by Architect from manufacturer's full selection, unless indicated on Drawings.

2.2 RESILIENT FLOORING ACCESSORIES

- A. Resilient Thresholds: Beveled rubber, black, Durometer Shore A hardness 85, fire rated 45 minutes by Warnock Hersey International, Inc.
- B. Resilient Butting Gage: Carpet to vinyl floor transition, Johnsonite catalog No. CTA-XX-D, 5/16-inch butting gage for tackless carpet, with 1-5/8 inch transition for ease of wheel chairs and foot traffic. Not for use in fire rated door openings.
- C. Resilient Reducer Strips and Edging: Solid rubber material same as base, sizes and shapes as necessary for flooring conditions; color as selected by Architect. Not for use in fire rated door openings.
- D. Resilient Stair Nosings: Burke Flooring, San Jose, CA (800/447-8442), or equal, solid rubber, profile as detailed, color as selected by Architect to contrast 70 percent with stair tread color.
- E. Rubber Stair Treads: Burke Flooring, San Jose, CA (800/447-8442), or equal, solid rubber, profile as detailed, color as selected by Architect.
1. Provide tread with round studs and 2-inch carborundum visually-impaired warning stripe at top and bottom tread, with 70 percent contrasting color.
 2. Provide rubber risers and skirting to match color of tread.
- F. Resilient Accessories Colors: As selected by Architect from manufacturer's standard selection.

PART 3 - EXECUTION

3.1 VERIFICATION OF CONDITIONS

- A. Verify that floor surfaces to receive flooring are clean, thoroughly dry, smooth, firm and sound, and free from oil, paint, wax, and all other materials that could prevent proper adhesive bond and smooth installation.

- B. Environmental Condition: Comply with flooring manufacturer's instructions and recommendations.
 - 1. Verify that ambient and surface temperatures and humidity conditions are in compliance.
 - 2. Concrete Vapor Emission and pH Testing: Verify that floors have cured a minimum of 28 days and are dry to extent required by floor covering manufacturer for proper installation of flooring materials. If not otherwise required by manufacturer, conduct calcium chloride and pH tests 2 weeks prior to flooring installation. Apply tests at a minimum of 3 locations for each flooring condition, and a minimum of 3 tests for the first 1000 square feet and 1-test for each additional 1000 square feet.
 - a. Calcium chloride test shall exhibit maximum moisture content of 3 lbs. per 1000 square feet in 24 hours and no carbonization or dusting.
 - b. pH test shall exhibit a pH no greater than 9 when substrate wetted with potable water and pHydriion paper applied.
 - c. Consult with flooring manufacturer for certain flooring materials which may allow up to 5 lbs. maximum moisture content.
 - d. Submit copies of test results to Architect, including manufacturer's limits.
 - 3. Verify that suitable conditions can be maintained during installation and until Acceptance.

- C. Do not begin installation of resilient flooring until surfaces are suitable. Beginning of installation means acceptance of existing substrate and site conditions and assumes responsibility for correcting unsuitable conditions at no additional cost to the District.

3.2 PREPARATION

- A. Preparation of Surfaces: Prepare surfaces to meet all requirements and recommendations of both adhesive and flooring manufacturers.
 - 1. Entirely remove concrete curing compounds, other than the type that does not adversely affect adhesive, from surfaces to receive flooring and accessories.
 - 2. Grind all ridges and other uneven surfaces smooth.
 - 3. Rout out and fill cracks 1/16-inch wide and wider with a crack filler.
 - 4. As necessary, dry scrape and scour floor surface and sweep to remove loose dirt, adhered caulking, drywall topping and joint compounds, plaster droppings, paint and other soiling detrimental to flooring and accessories installation.
 - 5. Remove remaining loose particles and vacuum chalking and dusty surfaces.
 - 6. Apply latex underlayment, as recommended by flooring manufacturer, to fill remaining holes, cracks, and depressions, and to smooth, level and feather edges of substrate.

- B. Moisture Test for Concrete Floors: Perform test as previously specified and recommended by the floor covering manufacturer to verify that moisture condition is acceptable for proper installation of resilient flooring.
- C. Bond Test: Perform test as recommended by resilient flooring manufacturer. Do not proceed with installation until conditions for proper bond are achieved.
- D. Products Preparation: Acclimate flooring products and accessories to ambient conditions. Comply with manufacturer's instructions and recommendations.

3.3 RESILIENT BASE AND ACCESSORIES INSTALLATION

- A. Lengths: Install resilient base and accessories in as long lengths as practical, with preformed corners and ends at resilient base.
- B. Filling: On irregular surfaces, fill voids behind base and along top edge with manufacturer's recommended adhesive filler.
- C. Joints: Tightly butt joints, with top edge of base maintaining straight and level line.
- D. Resilient Base Installation, General: Apply resilient base to walls, columns, pilasters, casework and other vertical surfaces at termination of flooring materials as indicated.
- E. Carpet Edges, Reducer Strips and Trim Installation: Install tightly to subfloor, at all unprotected edges of flooring, with approved fasteners or adhesives.
- F. Non-Slip Nosing Strips: Apply to stair nosings where indicated, and as required by CCR, Title 24, Part 2 and ADA Accessibility Guidelines for Buildings and Facilities.

3.4 CLEANING AND PROTECTION

- A. Installation Clean-Up: Upon completion of installation in a room or area, clean flooring and adjacent surfaces.
 - 1. Sweep or vacuum floor thoroughly.
 - 2. Do no wash floor until time period recommended by resilient flooring manufacturer has elapsed to allow resilient flooring to become well-sealed in adhesive.
 - 3. Remove excess adhesive or other surface blemishes, using appropriate cleaner recommended by resilient flooring manufacturers.
- B. Initial Cleaning: After adhesive has set but no sooner than 5 days after installation, wash resilient tile flooring with a neutral type cleaning solution in accordance with manufacturer's instructions and recommendations. Rinse thoroughly with clear, cool water but do not flood floor.
 - 1. After completion of installation, apply one coat of polish, if recommended by manufacturer, and buff to even luster.
 - 2. After final cleaning, apply second coat of polish as recommended by tile manufacturer and buff to even luster.
- C. Protection: From the time of laying until Acceptance, protect flooring from damage.

1. Lay reinforced kraft paper runners and provide barricades and signs as necessary to prevent construction traffic on completed installations.
 2. Protect resilient flooring against damage from rolling loads for initial period following installation by covering with plywood or hardboard. Use dollies to move stationary equipment or furnishings across floors.
 3. Remove and replace defects which develop such as damaged, loose or broken tile and resilient accessories.
- D. Final Cleaning: Thoroughly clean resilient tile flooring and accessories in accordance with final cleaning specified in Section 01770 - Contract Closeout.
1. Clean resilient flooring not more than 4 days prior to date scheduled for inspections intended to establish date of substantial completion in each area of Project.
 2. Clean resilient flooring by method recommended by resilient flooring manufacturer, including stripping and application of additional floor polish and buffing to even luster.

END OF SECTION

SECTION 09680
CARPET

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Sheet (roll) carpet, glue down installation.
- B. Carpet tile ("walk-off"), loose laid.
- C. Carpet tile, glue down installation.
- D. Adhesives and accessories required for carpet installation.

1.2 RELATED SECTIONS

- A. Section 09655 - Resilient Flooring: Topset straight rubber base.

1.3 SUBMITTALS

- A. Product Data: Submit materials list indicating all products to be used for carpet installation. Include durability, fade resistance and flame resistance characteristics.
- B. Shop Drawings: Submit layout and seaming diagrams. Indicate pattern or pile direction and locations of edge accessories.
- C. Samples: Submit minimum 12 by 18 inch samples of each carpet type selected and 12-inch long samples of edge accessories.
- D. Certificates of Compliance: Submit certified test report or other evidence that carpets meet properties specified herein:
 - 1. Carpet Flammability: Pass Methenamine Pile Test, ASTM D2859.
 - 2. Radiant Panel Test: Rating of 0.45 watts/cm² for corridors, circulation spaces, and rooms larger than 400 sq. ft.: ASTM E649.
 - 3. Surface Burning Characteristics, Maximum flame spread of 75, Smoke Developed Not more than 450; ASTM E84.
 - 4. Static Electricity: 3.0 KV max at 70 deg. F and 20 percent relative humidity, AATCC 134.
 - 5. VOC Chamber Testing Results: Pass ASTM D5116.
 - 6. Backing Cellular Make-Ups: Pass a microscopic analysis of no breakdown after 50,000 Phillips Chair Cycles.
 - 7. Stain Inhibitor Tests: Pass all of the following American Association of Textile Chemists and Colorists (AATCC) tests with a minimum score of 3.
 - a. Stain Test: AATCC 175.
 - b. WAQE Shampoo Test: Dupont Test Protocol.
 - c. Accelerated Soiling: AATCC 123.
 - d. Crock: AATCC 165.

8. Backing Strength: Tests to show that no delamination will occur within the warranty period under regular use.

E. Maintenance Manual: Submit manual of carpet manufacturer's complete recommendations for care, cleaning and maintenance of carpet.

1.4 QUALITY ASSURANCE

A. Regulatory Requirements: All products used for carpet installation shall comply with flammability and smoke classifications of carpet for various locations of installation. Comply with applicable requirements of California Building Code (CBC).

1.5 DELIVERY, STORAGE AND HANDLING

A. Deliver carpet materials in original mill protective wrapping with mill register numbers and tags attached. Store inside, in well ventilated area, protected from weather, moisture and soiling. Store rolls flat, not standing on end. Maintain minimum temperature of 68 degrees F at least 3 days before and during installation in area where materials are stored.

1.6 WARRANTY

A. Carpet Warranty: Provide 10-year Commercial Limited Warranty.

B. Extended Warranty: Provide extended warranty covering edge raveling, delamination and wear exceeding 10 percent of face yarn weight for a period of 15 years after "Notice of Completion".

PART 2 - PRODUCTS

2.1 CARPET

A. Provide glue-down installation conforming to CBC Section 1124B.3. Carpet shall have level loop, textured loop, level cut or level cut/uncut pile texture and maximum pile height of 1/2-inch per CBC Section 1124B.3. Carpet edges shall comply with CBC Section 1124B.2.

B. Specified Manufacturer: Shaw Floors; Broadloom sheet carpet and carpet tile. Carpet types, patterns and colors scheduled on Drawings.

C. Acceptable Manufacturers: None identified. Equivalent products of other manufacturers meeting or exceeding physical and performance characteristics of specified products will be considered in accordance with the "or equal" provision specified in Section 01600 - Product Requirements.

D. Carpet shall comply with the following minimum properties or minimum properties of carpet specified:

Face Construction	Tufted textured patterned loop.
Pile Fiber or Face Yarn Content	100 percent continuous filament nylon Type 6.6.
Dye Method	Solution/yarn dyed.
Static Control Fiber	Yes
Soil Retardant	Yes

Pile Height (finished)	0.177 inch
Gage	1/13-inch
Stitches per Inch	9.5 per inch
Pile Density Factor	10,800
Primary Backing	Non-Woven synthetic.
Secondary Backing	See note 4 below.
Total Weight	82 ounces per square yard minimum.
Roll Width	6 or 12 feet as produced by manufacturer.

1. Static Control: Incorporate permanent control system to limit static build-up to less than 3 kv when tested in accordance with American Association of Textile Chemists and Colorists (AATCC) 134 at 20 percent relative humidity and to 70 degrees F.
2. Flame Spread: Critical radiant flux of not less than 0.45 watts/cm² when tested in accordance with ASTM E648.
3. Colors: Selected from manufacturer's standards. Furnish each type and color from one factory run and one dye lot, with each color and shade guaranteed to be uniform throughout the entire run.
4. Secondary Backing: Closed cell vinyl cushion fully fused to prevent delamination when tested in accordance with ASTM D3936. Foam backing shall have a factory applied microencapsulated tackifier for stick-down application of carpet. When tested in accordance with ASTM D1667, the backing shall have the following physical characteristics:
 - a. Weight: Not less than 35 ounces per square yard.
 - b. Density: Not less than 13.5 pounds per cubic foot.
 - c. Compression Set: 10 percent maximum.
 - d. Compression Deflection: Not less than 7 pounds per square inch at 25 percent.

2.2 CARPET INSTALLATION MATERIALS

- A. Carpet Installation Materials: Provide materials as recommended and required for Performer releasable adhesive installation method, as distributed by Cushion Carpet Associates, Los Angeles, CA (213/680-3096), or equal as recommended by carpet manufacturer, including the following:
 - B. Seam Adhesive: Roberts Latex seam adhesive.
 - C. Seaming Cement: Hot-melt adhesive tape or similar product recommended by carpet manufacturer for taping seams and butting cut edges at backing to form secure seams and to prevent pile loss at seams.
 - D. Carpet Adhesive: Water-resistant, non-staining and nonflammable type as recommended by carpet manufacturer to be compatible with backing materials.
 - E. Edge Guards: At locations of carpet not abutting resilient flooring, provide the following products by Johnsonite, or equal:
 1. For carpet terminating at exposed concrete floor: Johnsonite Style EG- XX-B.
 2. For carpet abutting tile flooring: Johnsonite Style CTA-XX-A or CTA-XX-B, as required.

3. Color as selected by Architect from manufacturer's standard colors.

F. Sub-Floor Filler: White premix latex; type recommended by carpet manufacturer.

PART 3 - EXECUTION

3.1 INSPECTION

- A. Verify that substrate surfaces are smooth and flat with maximum variation of 1/8-inch in 10 ft and are ready to receive carpet.
- B. Concrete Vapor Emission and pH Testing: Verify that floors have cured a minimum of 28 days and are dry to extent required by floor covering manufacturer for proper installation of flooring materials. If not otherwise required by manufacturer, conduct calcium chloride and pH tests 2 weeks prior to flooring installation. Apply tests at a minimum of 3 locations for each flooring condition, and a minimum of 3 tests for the first 1,000 square feet and 1-test for each additional 1,000 square feet.
1. Calcium chloride test shall exhibit maximum moisture content of 3 lbs. per 1,000 square feet in 24 hours and no carbonization or dusting.
 2. pH test shall exhibit a pH no greater than 9 when substrate wetted with potable water and pHydriion paper applied.
 3. Consult with flooring manufacturer for certain flooring materials which may allow up to 5 lbs. maximum moisture content.
 4. Submit copies of test results to Architect, including manufacturer's limits.
- C. Carpet Verification: Verify carpet match before cutting to ensure minimal variation between dye lots.
- D. Beginning of installation shall be interpreted to mean acceptance of substrate and project conditions for proper carpet installation.

3.2 PREPARATION

- A. Subfloor Filling and Leveling: Apply, trowel and float floor filler as necessary to provide smooth, flat, hard surface. Fill all cracks wider than 1/8-inch. Prohibit traffic until filler is cured.
- B. Subfloor Cleaning: Clean all dirt, paint, grease and curing compounds. Vacuum subfloor surface

3.3 CARPET INSTALLATION

- A. Carpet Layout: Lay out carpet rolls to minimize number of seams. Run all widths the same direction within the same space. Lay out carpet on floors with run of pile in same direction as anticipated traffic. Lay out carpet on stairs with the run of the pile in opposite direction of anticipated traffic to avoid peeking of backing at nosings.
- B. Carpet Cutting: Double cut carpet, to allow intended seam and pattern match. Make cuts straight, true and unfrayed.

- C. Seams: Locate seams in area of least traffic. Fit seams straight, not crowded or peaked, free of gaps. Avoid seams in front of doors or other high traffic areas. Join seams by hot adhesive tape method. Form seams straight, not overlapped or peaked, and free of gaps.
- D. Edges: Run carpet under open bottom items and all cabinets and install tight to walls. Bind exposed edge adjacent to hard flooring with resilient edge guard indicated. Neatly trim and secure edge of carpet adjacent to door jambs where no base occurs.
- E. Carpet Installation, Adhesive Method:
 - 1. Installation Method: Carpet installation by strippable glue down method. Carpet shall be adhered to floor. Cut and fit sections prior to application of adhesive.
 - 2. Butt and glue edges tightly and roll seams to ensure complete bond. Sweep or roll out air bubbles for proper adhesion.
 - 3. Adhesive Application: Apply adhesive in accordance with manufacturer's instructions and recommendations.
- F. Carpet Finishing: Brush all seams and trim protruding pile tufts level. Remove excess adhesive on the carpet surface and thoroughly vacuum entire area. Leave room clean and ready for use.

3.4 PROTECTION AND CLEANING

- A. Cover carpet during construction period with reinforced kraft paper when construction traffic is required to cross carpeted areas.
- B. Remove and replace damaged or improperly installed carpet.
- C. Vacuum and remove all stains from carpet to satisfaction of District and in accordance with cleaning specified in Section 01740 - Final Cleaning.

END OF SECTION

**SECTION 09720
WALL COVERINGS**

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Preparation of surfaces to receive wall coverings.
- B. Installation of vinyl-coated fabric or acrylic backed fabric or fabric backed wood wall covering.

1.2 RELATED SECTIONS

- A. Section 09900 - Painting.

1.3 SUBMITTALS

- A. Product Data: Submit for record purposes only materials list of products to be provided for preparation of surfaces and application of wall coverings. Indicate on materials list that products have been verified to be compatible with wall coverings.
- B. Application Instructions: Obtain and submit for record purposes only application instructions and recommendations by manufacturer of wall coverings.
- C. Contract Closeout Submittals: Submit maintenance data on care, cleaning and repair of wall covering as provided by wall covering manufacturer. Include manufacturer's instructions, recommendations and precautions in use of cleaning materials. See Section 01700 - Contract Closeout for additional requirements.

1.4 QUALITY ASSURANCE

- A. Fire Hazard Classification: Provide wallcoverings that bear the UL label, indicating the following fire performance characteristics when tested in accordance with ASTM E84 and Table 8A CBC.
 - 1. Flame spread: Not more than 25.
 - 2. Smoke developed: Not more than 50.
 - 3. Fuel contributed: Not more than 15.

1.5 DELIVERY, STORAGE AND HANDLING

- A. Storage: Store products in clean, dry locations accordance with manufacturer's instructions and recommendations.

1.6 PROJECT CONDITIONS

- A. Maintain surfaces and materials at minimum of 60 degrees F for three days prior to and during application.

- B. Ensure that maximum surface moisture conforms to wall covering manufacturer's instructions and recommendations and that surface exhibits no adverse alkalinity.
- C. Provide lighting on surfaces on which wall covering is to be applied equal to or greater than lighting of completed Work.
- D. Provide adequate and continuous ventilation during and after wall covering application.
- E. Schedule installation of wall covering as late as possible to prevent damage and soiling during construction. Where practicable, install wall covering before installation of plumbing fixtures, cabinets, casings, base, moldings, hardware and other permanent items.

PART 2- PRODUCTS

2.1 WALL COVERINGS

- A. Wall Coverings: Provide wall covering, as scheduled on Drawings, to surfaces indicated on Drawings.
- B. Vinyl: For bid purposes, unless scheduled in detail, consider wall covering to be vinyl fabric conforming to Type II, Class II material meeting Federal Specification FS-CCC-W-408 and the following.
 - 1. Total Weight: Not less than 16.0 oz./sq. yd.
 - 2. Backing: Mildew-resistant stable woven cotton drill weighing not less than 5.1 oz./sq. yd.
 - 3. Coating: Virgin polymerized vinyl chloride resin weighing 13 oz./sq. yd. and having a one mil clear vinyl coating.
 - 4. Pattern: Heavy texture.
- C. Fabric: Acrylic backed fabric.

2.2 WALL COVERING ACCESSORY MATERIALS

- A. Wall Primer and Sealer (Sizing Compound): As recommended by wall covering manufacturer, mildew-resistant and non-staining.
- B. Adhesive: As recommended by wall covering manufacturer, strippable, mildew-resistant and non-staining to the finish surface.

PART 3 - EXECUTION

3.1 INSPECTION

- A. Inspect surfaces to receive wall covering and verify that all surfaces are clean, true and free from irregularities which might prevent smooth, true and secure application.
- B. Inspect and verify that wall surface flatness tolerance does not vary more than 1/8-inch in 10 feet nor does wall surface flatness vary at a rate greater than 1/16-inch per running foot.

- C. Confirm that gypsum board surfaces are completely taped and that tape joints have received specified coats of topping, smoothly sanded and ready for preparation specified in this Section.
- D. Correct all unsatisfactory conditions prior to start of wall covering application. Starting application shall be interpreted to mean that inspections were conducted and conditions were determined to be acceptable for wall covering application.

3.2 PREPARATION

- A. Remove hardware, outlet plates, accessories and other removable products in preparation for wall covering surface preparation and application. Replace such items after wall covering application has been completed.
- B. Priming and Sealing: After preparation of surfaces, apply to all surfaces a proprietary primer/sealer specially manufactured for surface preparation for and ease of stripping of wall covering, as recommended by wall covering manufacturer.
- C. Gypsum Board Preparation:
 - 1. Fill nicks, gouges and other minor imperfections of gypsum board surfaces with latex filler (spackle) as specified in Section 09900 - Painting.
 - 2. Dust surfaces thoroughly and remove all loose material.
 - 3. Apply one coat of primer sealer as specified in Section 09250 - Gypsum Board and one coat of PVA sealer as specified in Section 09900 - Painting.
 - 4. Over gypsum wallboard, apply a full coat of primer/sealer specified in this Section to serve as release coat, as recommended by wall covering and adhesive manufacturers.
- D. Painted Surface Preparation:
 - 1. Painted surfaces shall be in sound condition and shall not contain water sensitive materials or pigments which bleed in water or oils.
 - 2. Remove bleeding paint, flaky paint and wood stain completely.
 - 3. Open up glossy surfaces by sanding or rubbing with steel wool, for bond, followed by application of primer/sealer as specified above.
 - 4. Wash down painted surfaces with tri-sodium phosphate solution, rinsing thoroughly with clear water.
 - 5. Prime resulting bare metal spots as specified above.
- E. Sizing: Size porous surfaces with two coats of thinned strippable adhesive and size dense surfaces with one coat of thinned strippable adhesive.

3.3 WALL COVERING APPLICATION

- A. Handle materials in accordance with manufacturer's instructions and recommendations.
- B. Mix and apply adhesive in accordance with manufacturer's instructions and recommendations for Project conditions and wall covering type.

- C. Use matching pattern wall covering in exact order as cut from rolls. Use rolls in consecutive order as numbered by manufacturer. Hang non-match patterns by reversing alternate strips.
- D. Trim deeply textured patterns and patterns which require matching on flat work table. Trim additional salvage where required to achieve a color and pattern match at seams.
- E. Hang smooth, non-matching patterns by applying strips on wall, overlapping edges and double cutting through both thicknesses. Exercise care to prevent cutting into substrate.
- F. Apply adhesive to wall covering as recommended by wall covering and adhesive manufacturers.
- G. Apply wall covering securely and smoothly to surfaces, without wrinkles, distortions, gaps, overlaps and soiling. Hang wall covering smooth and clean without excess adhesive. Use stiff bristled brush or flexible broad knife to eliminate air pockets and to secure fabric to substrate surfaces. Butt seams tight without gaps or overlaps. Horizontal seams and cutting at corners will not be accepted. Cutting shall be not less than 2-inches from an inside corner and not less than 6-inches from an outside corner.
- H. Fill spaces above and below windows, above doors and cased and above and below other wall openings in sequence from roll.
- I. Remove excess adhesive completely from each seam before proceeding to next. Wipe seams clean with dry cloth towel.

3.4 CLEANING

- A. Clean wall covering and adjacent surfaces of all surplus adhesive, dust, soiling and other contaminants. Refer to Section 01700 - Final Cleaning.
- B. Inspect completed installation to verify that installed fabric is secure, smooth, clean, without wrinkles and with no gaps or overlaps.
- C. Inspect all seams, verifying that precise match has been achieved. Correct all mismatches of color and pattern by removal of wall covering and application of new wall covering over entire surface.
- D. Replace all products removed to facilitate wall covering application.

END OF SECTION

**SECTION 09900
PAINTING**

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Surface preparation for painting.
- B. Priming and finish painting of all exposed surfaces within contract limits, unless otherwise indicated.
- C. Preparation of existing painted surfaces.

1.2 WORK NOT TO BE PAINTED

- A. Work Not to be Painted: Painting is not required on prefinished items, finished metal surfaces, concealed surfaces, operating parts, and labels.
- B. Pre-Finished Items: Unless otherwise specified or noted, do not paint factory-finished components, including the following.
 - 1. Casework.
 - 2. Toilet compartments.
 - 3. Acoustic materials.
 - 4. Architectural plastic-laminate covered casework and trim.
 - 5. Finished mechanical and electrical equipment.
 - 6. Light fixtures.
 - 7. Switchgear.
 - 8. Distribution cabinets.
- C. Concealed Surfaces: Do not paint concealed surfaces, including wall or ceiling surfaces in the following generally inaccessible areas.
 - 1. Furred areas.
 - 2. Utility chases and pipe spaces.
 - 3. Duct, piping and conduit shafts.
- D. Finished Metal Surfaces: Do not paint finished metal surfaces, including the following.
 - 1. Anodized aluminum.
 - 2. Stainless steel.
 - 3. Chromium plate.
- E. Operating Parts: Do not paint operating parts, including moving parts of operating equipment such as the following.
 - 1. Valve and damper operators.
 - 2. Linkages.
 - 3. Sensing devices.
 - 4. Motor and fan shafts.

- F. Labels: Do not paint over Underwriter's Laboratories, Inc. (UL), Factory Mutual Research Organization (FM) and other code-required labels and over equipment names, identifications, performance ratings, and nomenclature plates.

1.3 REFERENCES

- A. Steel Structures Painting Council (SSPC): SSPC - Surface Preparation Specifications.
- B. ASTM D16 - Definitions of Terms Relating to Paint, Varnish, Lacquer, and Related Products.

1.4 SUBMITTALS

- A. Product Data: Submit materials list for all paint products. For substitute products, submit full product technical data, including certification of conformance to air quality regulations, in accordance with requirements of Section 01600 - Product Requirements.
- B. Paint Schedule: Prepare in format similar to that included in this Section. Indicate product and color for each condition. Clearly identify manufacturer.
- C. Color Samples:
 - 1. Preliminary selection samples: Submit two sets of color samples for colors not specified or indicated on Drawings. Samples shall be marked with corresponding Finish Schedule Designations (eg. P-1) to avoid rejection.

1.5 QUALITY ASSURANCE

- A. Reference: Refer to ASTM D16 - Definitions of Terms Relating to Paint, Varnish, Lacquer, and Related Products for definitions of terms used in this Section.
- B. Applicator Qualification: Company specializing in application of quality paints and coatings, with three years documented experience.
- C. Regulatory Requirements: Conform to California Air Resources Board (CARB), and South Coast Air Quality Management District (SCAQMD), Local Air Quality Management District (AQMD) and other applicable local air quality regulations for products and application.
- D. Application Conditions, General:
 - 1. Comply with requirements specified herein except comply with manufacturer's requirements and recommendations if more stringent.
 - 2. Substrate Condition: Dry and well-cured.
 - 3. Wind and Drafts: Minimal only, no direct air movement across surface being painted.
 - 4. Dust: Do not paint under dusty conditions. Remove dust from substrate before painting. Do not allow dust to adhere to wet surface.
- E. Interior Application Conditions:

1. Ventilation and Heating: Provide continuous ventilation and heating facilities to maintain surface and ambient temperatures above 45 degrees F for 24 hours before, during, and 48 hours after application of finishes, unless permitted by manufacturer's instructions and recommendations.
2. Interior Lighting Conditions: In office and other administrative areas, provide full lighting level approximating final permanent lighting during application.

F. Application Temperatures:

1. Water-Base Paints: Apply water-base paint at interior between 45 and 90 degrees F ambient temperature. Apply water-base paint at exterior between 50 and 90 degrees F ambient temperature.
2. Solvent-thinned paints: If used, apply solvent-thinned paint between 45 and 95 degrees F.

1.6 SPRAY PAINTING

- A. Coordinate spray painting operations with surrounding Work. Protect items not being painted from overspray.
- B. Comply with local trade practices and regulatory requirements.
- C. Contractor shall solely be responsible for use of spray equipment.

1.7 DELIVERY, STORAGE AND HANDLING

- A. Delivery, Storage and Handling, General: Deliver, store and handle products in accordance with requirements of Section 01600 - Product Requirements and in conformance to applicable air quality and safety regulations.
- B. Delivery: Deliver products to site and keep in sealed and labeled containers until ready for use. Label containers with manufacturer's name, type of paint, brand name, brand code, air quality regulation certification, coverage rate, surface preparation requirements, drying time, cleanup, color designation, and instructions for mixing and reducing.
- C. Storage: Store paint materials at minimum ambient temperature of 45 degrees F and a maximum of 90 degrees F, in well ventilated area and in accordance with applicable fire and air quality regulations. Comply with manufacturer's instructions and recommendations if more stringent. Take precautionary measures to prevent fire hazards and spontaneous combustion.

1.8 EXTRA STOCK

- A. Provide an extra stock equaling 2 percent of each color, type and gloss of paint used in the Work, but not less than 1 gallon nor more than 5 gallons of each.

1.9 WARRANTY

- A. In addition to the warranty and correction of work requirements of the General Conditions, warrant painting and finishing against peeling, fading, cracking, blistering, or crazing for a period of 2 years from the date of "Notice of Completion". The written

warranty shall include materials and labor. The warranty shall be signed by the paint manufacturer, the painter and the Contractor.

PART 2 - PRODUCTS

2.1 PAINT MATERIALS

- A. Specified Manufacturer: Sherwin-Williams Co., Cleveland, OH (216/566-2000 or 800/524-5979; local representative, 310/999-9396).
- B. Acceptable Manufacturers: Equivalent products of the manufacturers listed below will be acceptable in accordance with the "or equal" provision specified in Section 01600 - Product Requirements. Equivalent products of other manufacturers meeting or exceeding physical and performance characteristics of specified products will be considered in accordance with the substitution provision specified in Section 01600 - Product Requirements.
1. Dunn-Edwards Corporation, Los Angeles, CA (800/733-3866 or 323/771-6382).
 2. Frazee Paint and Wallcovering, San Diego, CA (local representative, Anaheim, CA (714/278-0288).
 3. ICI Paint, Los Angeles, CA (213/888-8888 or 800/339-6910)
 4. Vista Paint, Fullerton, CA (714/680-3800).
 5. Carboline Corp.
 6. Rustoleum Co.
 7. Tnemec, Inc., Compton, CA (310/637-2363).
 8. Valspar.
- C. Acceptable Products: Unless otherwise specified in the Paint Schedule, acceptable products include the following or equal:
1. Masonry Block Filler:

Dunn-Edwards Corp.; Blocfil Emulsion Type W-305
Frazee Blockfiller 262
ICI Paint; 3010 Prep and Prime Block Primer
Vista Paint: 040 Block Kote
 2. Epoxy Primer:

Carboline Corp.; 893
Frazee / Ameron Amerlock 2 VOC (self priming)
ICI Devoe; Bar Rust 235
Rustoleum Co.; HS 9369 Red Epoxy Primer
Sherwin-Williams Co.; Recoatable Epoxy Primer B67 Series/B67 V5
Tnemec, Inc.; Series 69 Hi-Build Epoxoline II
 3. Organic Zinc Primer:

Carboline Corp.; D858
Frazee / Ameron Dimetcote 21-5 Zero VOC
ICI Devoe; Catha-Coat 302H
Rustoleum Co.; 9334 Zinc-Sele

Sherwin-Williams Co.; Zinc Clad IV B69A8/B69V8
Tnemec, Inc.; 90-94 Tneme-Zinc

4. Galvanized Metal Primer:

Dunn-Edwards Corp.; Galv-Alum QD43-7
Frazee Paint Co.; 561 Acrylic Metal Prime
ICI Paint; 4360 Devguard Low-VOC Universal Primer
Sherwin-Williams Co.; DTM Primer/Finish B66W1
Vista Paint; 999 Metal Prime

5. Ferrous Metal Primer:

Dunn-Edwards Corp.; Block-Rust Red Oxide Primer 43-4
Frazee Paint Co.; 561 Acrylic Metal Prime
ICI Paint; 4360 Devguard Low-VOC Universal Primer
Sherwin-Williams Co.; Kem Bond HS B50Z Series
Vista Paint; 999 Metal Prime

6. Acrylic Enamel Undercoat - Interior:

Dunn-Edwards Corp.; Unikote W707
Frazee Paint Co.; 065 AcryPrime
ICI Paint; 1000 Prep and Prime Hi-Hide Wall Primer
Sherwin-Williams Co.; ProMar 200 Latex Primer B28W200
Vista Paint: 4600 Uniprime II

7. Vinyl Acrylic Sealer:

Dunn-Edwards Corp.; Vinylastic W-101
Frazee Paint Co.; 0610701 Aqua Seal II
ICI Paint; 1030 Prep and Prime PVA Wall Primer
Sherwin-Williams Co.; Prep Rite 400 Latex Primer B28W400
Vista Paint: 1100 Hi Build Sealer

8. Sanding Sealer - Interior:

Dunn-Edwards Corp.; LQ101 Decolac
Frazee Paint Co.; WW275 Sanding Sealer
Hillyard Chemical Co.; Contender
ICI Paint; LS-340 Trinity H.S. Sanding Sealer
Sherwin-Williams Co.; Wood Classics Fast Dry Sanding Sealer B26V43
Vista Paint: Valspar HS Sanding Sealer - NAS 1710

9. Synthetic Industrial Enamel (High Performance) - Gloss:

Dunn-Edwards Corp.; 10 Series Syn-lustro Gloss Enamel
Frazee: Precision Coatings (PCI) PC3V100 VOC
ICI Paint; 4208 QD Devflex Quick Dry Interior Waterborne Gloss Enamel
Sherwin-Williams Co.; Industrial Enamel B54Z
Vista Paint: 5900 Protec Gloss

10. Acrylic Enamel - Non Blocking - Semi-Gloss - Interior:

Dunn-Edwards Corp.; Permasheen W901
Frazee Paint Co.; 124 Mirro Glide SG
ICI Paint; 1407 Dulux Ultra Semi-Gloss
Sherwin-Williams Co.; ProClassic Waterborne Acrylic Semi-Gloss B31 Series
Vista Paint: 8400 Carefree Semi-Gloss
 11. Acrylic Latex Enamel - Eggshell - Interior:

Dunn-Edwards Corp.; Suprema W-411
Frazee Paint Co.; 022 Lo-Glo
ICI Paint; 1402 Dulux Pro Premium Eggshell Interior Wall and Trim
Sherwin-Williams Co.; ProMar 200 Latex Eg-Shel Enamel B20W200 Series
Vista Paint: 8300 Carefree Eggshell
 12. Acrylic Latex Enamel - Semi-Gloss - Interior:

Dunn-Edwards Corp.; Decoglo W-450
Frazee Paint Co.: 128 Satin Glide II
ICI Paint; 1406 Dulux Pro Premium Semi-Gloss Interior Wall and Trim
Sherwin-Williams Co.; ProMar 200 Latex Semi-Gloss Enamel B31W200 Series
Vista Paint: 7000 Acriglo
 13. Gypsum Board Primer for Epoxy Finish:

Frazee; 0610701 Aqua Seal II
ICI Paint; Gripper No. 3210, Waterborne Primer
Vista Paint; 4000 Uniprime
 14. Epoxy Paint, Satin Finish, for Toilets and Healthcare:

Frazee/Ameron/Amerlock 2 VOC
ICI Paint; Tru-Glaze No. 4418, Waterborne Acrylic Epoxy and No. 4429-9999 Satin Converter.
Vista Paint; Carboline - Sanitile Wall System - Sanitile 120
 15. Acoustic Latex Paint - Interior:

Dunn-Edwards Corp.; Acousticote W-615
Frazee Paint Co.; 003 Acoustical Ceiling Paint
ICI Paint; 1221 Dulux pro Standard Flat Interior Wall and Ceiling
Sherwin Williams Co.; ProMar 700 Latex Flat 1330 Series
Vista Paint; 013 Acoustic Kote
- D. Paints, Stains and Special Coatings: See PART 3, SCHEDULE, following for specific primers and finish paints, stains and special coatings.
- E. Primers and Undercoats: Provide primers and other undercoat paint produced by same manufacturer as finish coats.

2.2 MISCELLANEOUS MATERIALS

- A. Thinners, General: Use only thinners approved by paint manufacturer, and use only within recommended limits.
- B. Oil-based Thinner: Volatile mineral spirits, FS-TT-T-2912.
- C. Acrylic-based Product Thinner: Clear, potable water, free from materials detrimental to paint performance.
- D. Putty: Acrylic, fast-drying, low shrinkage.
- E. Painter's Caulk: Joint filler, acrylic-based, as specified in Section 07900 - Joint Sealers.
- F. Galvanizing Repair Compound: Premixed cold galvanizing compound for field touch-up of galvanized coatings by ZRC Worldwide GALVILITE, Marshfield, MA (800/831-3275), or approved equal. Provide silvery-finish galvanic zinc-rich coating containing 95 percent zinc by weight in the dry film and conforming to Federal Specification DOD-P-21035A.

2.3 COLORS

- A. Paint Colors:
 - 1. Provide factory mixed paint, colors modified in field only under direction of Architect.
 - 2. Provide colors as indicated on Drawings or, if not indicated, as selected by Architect.
 - 3. Generally, colors will be evenly divided between like conditions, unless otherwise indicated.
 - 4. Tint undercoats and primer slightly different than following coats.
- B. Color Selection: Cooperate by supplying selection and presentation chips from which to make selection.

PART 3 - EXECUTION

3.1 EXAMINATION OF EXISTING PAINTED SURFACES

- A. Examine existing painted surfaces and conditions, with the paint removal contractor and the paint applicator present, under which existing paint will be prepared for compliance with paint application requirements. Notify Architect and County if presence of lead based paint is determined or suspected. Do not proceed with paint removal until removal procedure determined.
 - 1. Existing Painted Surface Preparation:
 - a. All surfaces must be cured, clean, dry, and free from dirt, dust, rust, stains, grease, oil mildew, wax efflorescence and other contaminants.
 - b. Remove all loose, peeling or chalky paint by sanding, wire brushing, scraping, high-pressure washing or other appropriate methods.

- c. Remove all coatings on materials where noted to strip, or words to that effect. Removal shall include any method required to strip all coatings back to base material.
 - d. Repair all cracks, holes and other imperfections with a suitable patching material. Repaired surfaces shall match the surrounding surface texture. If efflorescence exists, remove all noticeable deposits and prime the entire surface.
 - e. Glossy painted surfaces shall be dulled to provide a roughened surface for good adhesion and spot-primed.
 - f. Galvanized and painted galvanized surfaces shall be cleaned of surface oil by solvent-wiping with paint thinner or lacquer thinner.
2. Existing Painted Surfaces with a build-up of multiple coats of paint that cannot be feathered out to be indistinguishable shall be treated with an appropriate finish/filler material that is compatible with the substrate and the primer. The application of the finish/filler material shall be such that the new coating over existing sound paint and finish/filler material is indistinguishable to the naked eye under normal viewing conditions, distances and lighting. Test the quality of work by observation from a distance of 5 to 10 feet and at angles relative to the surface ranging from 90 degrees to 45 degrees.
- B. Upon completion of paint removal and surface preparation, again examine substrates, areas, and conditions, with the Applicator present, under which painting will be performed for compliance with paint application requirements.
1. Do not begin to apply paint until unsatisfactory conditions have been corrected and surfaces receiving paint are thoroughly dry.
 2. Start of painting will be construed as the Applicator's acceptance of surfaces and conditions within a particular area.
- C. Coordination of Work: Review other Sections in which primers are provided to ensure compatibility of the total system for various substrates. On request, furnish information on characteristics of finish materials to ensure use of compatible primers.
1. Notify the District about anticipated problems using the materials specified over substrates primed by others or over existing substrates that may be incompatible or unserviceable.

3.2 PREPARATION

- A. Examination: Examine substrate for conditions which may adversely affect finish application durability and appearance. Do not proceed until defects are corrected. Proceeding will be interpreted to mean that substrate conditions were acceptable.
- B. Trim Removal: Remove electrical plates, hardware, light fixture trim, and fittings prior to preparing surfaces or finishing.
- C. Masking and Covering: Exercise care not to deface adjoining Work. Use suitable clean cover cloths or other approved protection materials to cover adjoining Work. Mask small items and edges to prevent and control paint coverage.

- D. **Cleaning, Impervious Surfaces:** Wash surfaces with mild detergent solution. Remove mildew by scrubbing with solution of tri-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.
- E. **Cleaning, Aluminum Surfaces Scheduled for Paint Finish:** Remove surface contamination by steam or high pressure water. Remove oxidation with acid etch and solvent washing. Apply etching primer immediately following cleaning.
- F. **Cleaning, Galvanized Surfaces:** Remove surface contamination and oils by wash with solvent.
- G. **Patching and Sanding, General:** Correct minor surface defects. Major defects shall be repaired by replacement. Putty voids and nail heads. Fill joints with latex caulk if not otherwise sealed. Sand smooth and level with finish surface.
- H. **Gypsum Board Surfaces:** Latex fill minor defects. Spot prime defects after repair.
- I. **Previously Primed and Bare Steel Surfaces:** Comply with SSPC requirements.
 - 1. Sand and scrape to remove loose primer and rust.
 - 2. Feather edges to make touch-up patches inconspicuous.
 - 3. Clean surfaces with solvent to remove oil and grease.
 - 4. Treat surfaces with phosphoric acid solution, ensuring cleaning of weld joints, bolts and nuts.
 - 5. Sand each coat except final finish coat.
 - 6. Clean surface of dust with tackrags.
- J. **Concrete:** Remove soiling, salt and alkali powder, and other foreign matter by brushing and power washing.
 - 1. Test for pH. Reading of over 8 but less than 13 requires second coat of primer. Higher pH reading requires re-evaluation, and modification if necessary, of paint system with Architect and paint manufacturer.
 - 2. Remove oil and grease with solution of trisodium phosphate.
 - 3. Remove rust stains with solution of sodium metasilicate after thoroughly wetting surface with water.
 - 4. Flush surfaces to remove cleansing agents and allow to thoroughly dry.
- K. **Doors:** Seal top and bottom edges, after cleaning, with coat of primer in addition to scheduled coats of shop primer or sealer.
- L. **Moisture Content:** Measure moisture at surfaces using an electronic moisture meter. Do not apply finishes unless moisture is below the following maximums:
 - 1. Concrete or Masonry: 15 percent.
 - 2. Interior Gypsum Wallboard: 12 percent.

3.3 PRIMING

- A. **Compatibility:** Verify compatibility of primers with surfaces on which to be applied. If primer or finish coating is incompatible, follow manufacturer's recommendations.

- B. Steel: Prime all bare steel surfaces.
- C. Galvanized Steel Substrate: If unprimed, pretreat before priming by applying coat of etching primer.
- D. Pre-Primed Surfaces: Touch up with matching primer. Reprime steel items which have been exposed to weather more than 7 days.
- E. Concrete Surfaces: Roll primer to insure full and even coverage.

3.4 FINISH PAINT APPLICATION, GENERAL

- A. Finish Paint Application, General:
 1. Comply with manufacturer's instructions and recommendations.
 2. Carry finish coats to natural breaks and transitions.
 3. Apply each coat to uniform film thickness, not less than and not exceeding amount to achieve recommended dry film thickness of paint manufacturer. Adjust applied thickness to suit substrate and ambient temperatures to minimize brush and roller marks.
 4. Allow each coat to cure before recoating, adjusting manufacturer's minimum time between coats to accommodate Project conditions.
- B. Coverage: Manufacturer's rating and scheduled number of coats shall be minimums only. Apply paint in number of coats as required to completely cover, without holidays or thin spots. Alter tint of each coat to facilitate evaluation of coverage.
- C. Holidays and Thin Spots: Recoat and blend in. If blending is unsuccessful, sand and recoat entire surface.
- D. Dust, Runs, Drips, Sags and Color Separation: Remove surface defects, sand and recoat entire surface.
- E. Metal Surfaces: If brush application cannot produce a smooth surface without laps or brush marks, use spray application under dustfree conditions.
- F. Final Finish: Even, smooth color and finish with no apparent brush or roller marks.

3.5 FINISH PAINT APPLICATION, SPECIFIC CONDITIONS

- A. Access Doors, Panels, Registers and Grilles: Generally paint same color as surrounding walls and ceiling. Paint interiors of ducts showing through registers and grilles flat black.
- B. Doors: Coat tops, bottoms and edges with all coats as scheduled for faces. Coat cutouts for hinges, edges of lockset holes and strikes same as for first coat.
- C. Door Trim and Primer Coated Hinges: Paint trim to match door and paint hinges to match frame, unless hinges have plated finish.
- D. Lighting Fixture (Luminaire) Trim: Paint to match surrounding surfaces, unless otherwise directed. At acoustical panels finished in factory white color, do not paint lighting fixture trim.

- E. Reveals and Returns at Concrete Panels: Coordinate paint color changes with Architect.
- F. Rooftop HVAC and Airhandler Units: Field paint specified color if exposed to view. See Drawings.
- G. Speaker Grilles: Paint to match surrounding surfaces.

3.6 CLEANING AND TOUCH-UP

- A. Cleaning: As Work proceeds, promptly remove paint where spilled, splashed, or spattered. Remove all paint spots, oils or stains from adjacent surfaces, leaving the Project clean and ready for Acceptance.
- B. Debris and Waste: During progress of Work maintain premises free of unnecessary accumulation of tools, equipment, surplus materials, and debris. Collect cotton waste, cloths, and material which may constitute a fire hazard, place in closed metal containers and remove daily from site. Remove empty paint containers from site.
- C. Touch-Up: At completion of Work specified in other Sections, touch-up painted and finished surfaces and restore to original condition finishes damaged or defaced.

3.7 PAINT SCHEDULE

- A. Paint Schedule: Provide paint systems as follows and as recommended by paint manufacturer.
 - 1. The number of coats listed is the minimum number of coats required. Provide coats as required for full and complete coverage.
 - 2. The first (primer) coat of 3-coat finish may be omitted on products shop or factory primed and on existing surfaces to be repainted. Sand existing painted surfaces or otherwise prepare as recommended by paint manufacturer for repainting.
 - 3. Tint undercoat or first of final 2 coats slightly lighter than final coat
- B. Interior Surfaces:
 - 1. Metals - Acrylic Latex Enamel Semi-Gloss: (Including exposed piping, conduit, electrical panels, miscellaneous brackets, bolts, fasteners, supports, prime coated hardware, casing beads, metal grilles and exposed ducts etc., other than plated or factory finished items).
 - 1 coat Ferrous Metal Primer*
 - 1 coat Acrylic Enamel Undercoat - Interior
 - 1 coat Acrylic Latex Enamel - Semi-Gloss - Interior
 - * Omit 1st coat on shop primed surfaces.
 - 2. Gypsum Board - Eggshell:
 - 1 coat Vinyl Acrylic Sealer
 - 1 coat Acrylic Enamel Undercoat - Interior
 - 1 coat Acrylic Latex Enamel - Eggshell - Interior

3. Gypsum Board - Acrylic Latex Enamel Semi-Gloss:
 - 1 coat Vinyl Acrylic Sealer
 - 1 coat Acrylic Enamel Undercoat - Interior
 - 1 coat Acrylic Latex Enamel - Semi-Gloss - Interior

4. Plaster - Acrylic Latex Enamel Semi-Gloss:
 - 1 coat Plaster Primer/Sealer
 - 1 coat Acrylic Enamel Undercoat - Interior
 - 1 coat Acrylic Latex Enamel - Semi-Gloss - Interior

5. Gypsum Board - Satin Epoxy:
 - 1 coat Waterborne Primer for Epoxy
 - 2 coats Acrylic Epoxy Coating - Satin - Interior

END OF SECTION



OFFICE OF
CLERK OF THE BOARD OF SUPERVISORS
1st FLOOR, COUNTY ADMINISTRATIVE CENTER
P.O. BOX 1147, 4080 LEMON STREET
RIVERSIDE, CA 92502-1147
PHONE: (951) 955-1060
FAX: (951) 955-1071

KECIA HARPER-IHEM
Clerk of the Board of Supervisors

KIMBERLY A. RECTOR
Assistant Clerk of the Board

September 19, 2011

THE PRESS ENTERPRISE
ATTN: LEGALS
PO BOX 792
RIVERSIDE, CA 92501

FAX (951) 368-9018
E-MAIL: legals@pe.com

RE: NOTICE INVITING BIDS: US DISTRICT COURT FINISHES

To Whom It May Concern:

Attached is a copy for publication in your newspaper for **TWO (2) TIMES:**
(Wednesday) September 21 and (Monday) September 26, 2011.

We require your affidavit of publication immediately upon completion of the last publication.

Your invoice must be submitted to this office in duplicate, WITH TWO CLIPPINGS OF THE PUBLICATION.

NOTE: PLEASE COMPOSE THIS PUBLICATION INTO A SINGLE COLUMN FORMAT.

Thank you in advance for your assistance and expertise.

Sincerely,

Mcgil

Cecilia Gil, Board Assistant to
KECIA HARPER-IHEM, CLERK OF THE BOARD

3-8 of 09-20-11

Gil, Cecilia

From: PE Legals <legals@pe.com>
Sent: Monday, September 19, 2011 8:19 AM
To: Gil, Cecilia
Subject: RE: FOR PUBLICATION: US District Court Finishes

Received for publication on Sept. 21 & 26

Thank You!

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Please Note: Deadline is 10:30 AM two (2) business days prior to the date you would like to publish.
Additional days required for larger ad sizes

From: Gil, Cecilia [<mailto:CCGIL@rcbos.org>]
Sent: Monday, September 19, 2011 8:08 AM
To: PE Legals
Subject: FOR PUBLICATION: US District Court Finishes

Good Morning! Attached is a Notice Inviting Bids, for publication on Sept. 21 and Sept. 26, 2011. Please confirm. THANK YOU!

Cecilia Gil

Board Assistant to the
Clerk of the Board of Supervisors
951-955-8464

**THE COUNTY ADMINISTRATIVE CENTER IS CLOSED EVERY FRIDAY UNTIL FURTHER NOTICE.
PLEASE CONSIDER THE ENVIRONMENT BEFORE PRINTING.**

NOTICE INVITING BIDS

COUNTY OF RIVERSIDE, herein called Owner, invites sealed proposals for:

U.S. District Court Finishes

This Project includes the demolition and replacement of flooring, wall coverings and paint for the U.S. District Court.

Proposals shall be delivered to the Clerk of the Board of Supervisors, on the 1st floor of the County Administrative Center located at 4080 Lemon Street, Riverside, CA 92501 no later than **2pm on Thursday, October 6th, 2011** and will be promptly opened in public at said address.

Each Proposal shall be in accordance with the Plans, Specifications, and other Contract Documents and prepared by the Economic Development Agency, County of Riverside. A nonrefundable fee will be charged for each set of Plans and Specifications furnished to Contractors. An additional nonrefundable fee will be charged for each set of Plans and Specifications furnished that are requested to be mailed to Contractors. Plans and Specifications may be obtained from A&I Reprographics located at 898 Via Lara, Suite L., Colton, CA 92324. (909)514-0704.

Pursuant to the Labor Code, the Governing Board of the Owner has obtained from the Director of the Department of Industrial Relations, State of California, his determination of general prevailing rates of per diem wages applicable to the work, and for holiday and overtime work, including employer payments for health and welfare, pension, vacation, and similar purposes, as set forth on the schedule which is on file at the principal office of the Owner, and which will be made available to any interested person upon request.

The Contract General Conditions for this project will contain provisions allowing successful contractor to substitute securities for monies withheld by the County to ensure performance (Public Contract Code 22300).

A Performance Bond and Payment Bond shall be required for this Project.

The Contractor will be required, per Public Contracts Code, Section 3300 and for this contract, to have a State of California contractor's license classification B – General Building Contractor. A **mandatory** pre-bid job walk inspection will be held on September 28th, 2011 at 9 a.m., meeting at 3420 Twelfth Street Riverside, CA 92501, California. **No bids will be accepted from bidders who have not attended the pre-bid job walk.**

For further information, contact Dane Winkelman at the Economic Development Agency, located at 3403 10th St., Riverside, CA 92501 whose telephone number is (951) 955-0394.

Dated: September 19, 2011

KECIA HARPER-IHEM, Clerk of the Board
By: Cecilia Gil, Board Assistant



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B-MEDIA waves

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10	11	12	13	15	16	17	18	19	20
DATE	REFERENCE NUMBER	DESCRIPTION - OTHER COMMENTS/CHARGES	PRODUCT/ZONE	SIZE	BILLED UNITS	TIMES RUN	RATE	GROSS AMOUNT	NET AMOUNT
09/21/2011	100623505-09212011	PO# US DISTRICT COURT FINISHE, NC	Press-Enterprise	2 x 75 LI	150	1	1.30	195.00	195.00
09/26/2011	100623505-09212011	PO# US DISTRICT COURT FINISHE, NC	Press-Enterprise	2 x 75 LI	150	1	1.20	180.00	180.00

Order Placed by: Cecilia Gil

RECEIVED RIVERSIDE COUNTY
 CLERK / BOARD OF SUPERVISORS
 2011 OCT - 3 PM 2:30

EDA
 3.8 of 09/20/11

Legal Advertising Invoice

BALANCE
 \$375.00

SALES CONTACT INFORMATION		ADVERTISER INFORMATION			
1	Kimberly Solis 951-368-9290	6	1	2	1
	BILLING PERIOD 09/26/2011 - 09/26/2011		BILLED ACCOUNT NUMBER 100141323		ADVERTISER/CLIENT NUMBER 100141323
					ADVERTISER/CLIENT NAME BOARD OF SUPERVISORS

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR REMITTANCE



Legal Advertising Invoice

ADVERTISER/CLIENT NAME			
BOARD OF SUPERVISORS			
1	6	7	1
	BILLING PERIOD 09/26/2011 - 09/26/2011		BILLED ACCOUNT NUMBER 100141323
			ADVERTISER/CLIENT NUMBER 100141323
23	24	3	1
	BALANCE \$375.00		INVOICE NUMBER 100623505-09212011
			TERMS OF PAYMENT DUE UPON RECEIPT

8 BILLING ACCOUNT NAME AND ADDRESS

9 REMITTANCE ADDRESS

BOARD OF SUPERVISORS
 P.O. BOX 1147
 COUNTY OF RIVERSIDE
 RIVERSIDE, CA 92502

Enterprise Media
 POST OFFICE BOX 12009
 RIVERSIDE, CA 92502-2209

THE PRESS-ENTERPRISE

3450 Fourteenth Street
Riverside, CA 92501-3878
951-684-1200
951-368-9018 FAX

PROOF OF PUBLICATION (2010, 2015.5 C.C.P)

Publication(s): Press-Enterprise

PROOF OF PUBLICATION OF

Ad Desc.: / US DISTRICT COURT FINISHE

I am a citizen of the United States. I am over the age of eighteen years and not a party to or interested in the above entitled matter. I am an authorized representative of THE PRESS-ENTERPRISE, a newspaper in general circulation, printed and published daily in the County of Riverside, and which newspaper has been adjudicated a newspaper of general circulation by the Superior Court of the County of Riverside, State of California, under date of April 25, 1952, Case Number 54446, under date of March 29, 1957, Case Number 65673, and under date of August 25, 1995, Case Number 267864; that the notice, of which the annexed is a printed copy, has been published in said newspaper in accordance with the instructions of the person(s) requesting publication, and not in any supplement thereof on the following dates, to wit:

09/21, 09/26/2011

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Date: September 26, 2011
At: Riverside, California

BOARD OF SUPERVISORS
P O. BOX 1147
COUNTY OF RIVERSIDE
RIVERSIDE, CA 92502

Ad Number: 0000623505-01

P.O. Number: US DISTRICT COURT FINISHE

Ad Copy:

NOTICE INVITING BIDS

COUNTY OF RIVERSIDE, herein called Owner, invites sealed proposals for:

U.S. District Court Finishes

This Project includes the demolition and replacement of flooring, wall coverings and paint for the U.S. District Court.

Proposals shall be delivered to the Clerk of the Board of Supervisors, on the 1st floor of the County Administrative Center located at 4880 Lemon Street, Riverside, CA 92501 no later than 2pm on Thursday, October 6th, 2011 and will be promptly opened in public at said address.

Each Proposal shall be in accordance with the Plans, Specifications, and other Contract Documents and prepared by the Economic Development Agency, County of Riverside. A nonrefundable fee will be charged for each set of Plans and Specifications furnished to Contractors. An additional nonrefundable fee will be charged for each set of Plans and Specifications furnished that are requested to be mailed to Contractors. Plans and Specifications may be obtained from A&I Reprographics located at 898 Via Lara, Suite L, Colton, CA 92324. (909)514-0704.

Pursuant to the Labor Code, the Governing Board of the Owner has obtained from the Director of the Department of Industrial Relations, State of California, his determination of general prevailing rates of per diem wages applicable to the work, and for holiday and overtime work, including employer payments for health and welfare, pension, vacation, and similar purposes, as set forth on the schedule which is on file at the principal office of the Owner, and which will be made available to any interested person upon request.

The Contract General Conditions for this project will contain provisions allowing successful contractor to substitute securities for monies withheld by the County to ensure performance (Public Contract Code 22300).

A Performance Bond and Payment Bond shall be required for this Project.

The Contractor will be required, per Public Contracts Code, Section 3300 and for this contract, to have a State of California contractor's license classification B - General Building Contractor. A mandatory pre-bid job walk inspection will be held on September 28th, 2011 at 9 a.m., meeting at 3420 Twelfth Street Riverside, CA 92501, California. **No bids will be accepted from bidders who have not attended the pre-bid job walk.**

For further information, contact Dane Winkelman at the Economic Development Agency, located at 3403 10th St., Riverside, CA 92501 whose telephone number is (951) 955-0394.

Dated: September 19, 2011
KECIA HARPER-IHEM, Clerk of the Board
By: Cecilia Gil, Board Assistant

9/21/26

Bid Summary

TO:	Pamela J. Walls County Counsel	PROJECT:	US District Court Finishes Project
FROM:	Jane Jennings 955-8092 Board Assistant, COB	BID DATE:	10/12/11
Project Mgr:	Dane Winkelman - EDA (951) 955-0394	BID TIME:	2:00 p.m.
		ITEM/DATE:	#3.8 of 09/20/11

(PLEASE REFER ALL QUESTIONS TO THE PROJECT MANAGER)

CONTRACTORS

BID AMOUNT

Avi-Con, Inc. dba CA Construction
981 Iowa Ave. Suite A
Riverside, CA 92507
(951) 781-8055

Base Bid: \$ 627,000.00

Dalke & Sons Construction, Inc.
4585 Allstate Dr.
Riverside, CA 92501
(951) 274-9880

Base Bid: \$ 694,480.00

A. J. Fistes Corporation
2214 Atlantic Ave.
Long Beach, CA 90806
(562) 424-2230

Base Bid: \$ 708,980.00

De La Riva Construction, Inc.
638 S. State College Blvd.
Anaheim, CA 92831
(714) 871-9561

Base Bid: \$ 757,000.00

CJPRO, Inc.
211 E. Imperial Hwy. #205
Fullerton, CA 92835
(714) 870-0650

Base Bid: \$ 783,000.00

Painting and Décor Ltd.
P.O. Box 5926
Orange, CA 92863
(949) 888-2565

Base Bid: \$ 797,300.00

(PLEASE REFER ALL QUESTIONS TO THE PROJECT MANAGER)

CONTRACTORS

BID AMOUNT

Fix Painting Company
23003 Ventura Blvd.
Woodland Hills, CA 91364
(818) 225-0633

Base Bid: \$ 895,245.00

GDL Best Contractors, Inc.
7611 Greenleaf Ave.
Whittier, CA 90602
(562) 789-1289

Base Bid: \$ 956,084.00



MEMORANDUM

RIVERSIDE COUNTY COUNSEL

CONFIDENTIAL
ATTORNEY-CLIENT PRIVILEGE

DATE: October 13, 2011
TO: Jane Jennings
Clerk of the Board
FROM: Marsha L. Victor
Principal Deputy
RE: Bids for U.S. District Court Finishes Project

The five low bids for the above referenced project have been reviewed by this office. The bids are as shown in your summary of bids.

The apparent low bid by Avi-Con, Inc. dba CA Construction appears to be in appropriate form.

All documents submitted are returned herewith.

MLV

cc: Dane Winkelman

CONTRACTOR'S PROPOSAL

TO THE GOVERNING BOARD OF THE COUNTY OF RIVERSIDE:

Date: 10/3/11

Bidder: Avi-Con, Inc. dba CA Construction

The undersigned, having carefully examined the proposed site and the Plans and Specifications, the Notice Inviting Bids, the Instructions to Bidders, the Agreement Form, the Bond Forms, the General Conditions, hereby proposes and agrees to furnish all tools, equipment, services, apparatus, facilities, transportation, labor and materials necessary to complete the work in strict conformity with the Plans and Specifications, including all work specified in Addenda numbered and dated:

Addendum No. 1 Date 10/3/11

Addendum No. 2 Date 10/5/11

Addendum No. _____ Date _____

For the total Base Bid Six hundred and twenty seven thousand dollars (\$ 627,000.00), including all applicable taxes, permits, licenses, **AND Course of Construction Insurance.**

(Add or Deduct state which)

Alternate 1	\$ _____	_____
Alternate 2	\$ _____	_____
Alternate 3	\$ _____	_____
Alternate 4	\$ _____	_____

And,
Cost of Contractor's Course of Construction Insurance five thousand dollars (\$ 5,000.00) and deductible \$ 10,000.00.

Bids must be submitted on all items. Failure to bid on all items may result in the bid being rejected as non-responsive. The basis for award will be the qualified bidder with the lowest total of the Base Bid WITH COURSE OF CONSTRUCTION INSURANCE and all alternates. Alternates may be awarded in any order after determination of the lowest responsible and responsive bidder.

AWARD OF CONTRACT

The undersigned fully understands that a Contract is formed upon the acceptance of this Proposal by the Owner and the undersigned further agrees that upon request he will promptly execute and deliver to Owner a written memorial of the Contract together with the required Payment and Performance Bonds and proof of insurance.

BID GUARANTEE

The enclosed certified or cashier's check or bidder's bond on approved form, made payable to the Owner in the amount of ten percent of the total bid submitted herewith, is hereby given as a guarantee that the bidder will execute and deliver the above mentioned written memorial and required bonds and insurance if awarded the contract, and in the event that the undersigned fails or refuses to execute and deliver said documents, such check or bond is to be charged with the costs of the damages experienced by the Owner as a result of such failure or refusal, including but not limited to publication costs, the difference in money between the amount of the bid of the said principal and the amount for which obligee may legally contract with another party to perform the said work if such amount be in excess of the former, building lease or rental costs, transportation costs and additional salary costs that result from the delay due to the principal's default on the awarded contract. In no event, however, shall the Surety's liability exceed the penal sum hereof.

Name of Bidder: Avi-Con, Inc. dba CA Construction

Type of Organization: Corporation

Signed By: Jacob Avila

Title of Signer: Secretary

Address of Bidder: 981 Iowa Avenue Suite A

Riverside, CA 92507

Telephone No.: 951-781-8055

Contractor's License No.: 588602

Classification: A, B, D06 Expiration Date: 6/30/12

Affix Seal
If
Corporation

LICENSURE STATEMENTS ARE MADE UNDER PENALTY OF PERJURY

If bidder is a corporation, and signer is not President or Secretary, attach a certified copy of By-Laws or resolution authorizing execution. If bidder is a corporation, affix corporate seal. If signer is an agent, attach Power of Attorney. If bidder is not an individual, list names of other persons authorized to bind the organization.

Bid Bond

KNOWN TO ALL MEN BY THESE PRESENTS, that we, the undersigned AVI-CON, Inc.
dba CA Construction, as Principal; and (1), as Surety, are
hereby held and firmly bound unto the County of Riverside, hereinafter called the "Owner", in the sum of
(2) Dollars (\$ -----) for the payment of such sum, well
and truly to be made, do hereby jointly and severally bind ourselves, our heirs, executors, administrators,
successors and assigns. (1) First National Insurance Company of America (2) not to exceed ten
percent (10%) of the total bid amount
WHEREAS, the said Principal is herewith submitting its Proposal for the
US District Court Finishes

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the aforesaid Principal shall be awarded
the Contract upon said Proposal and shall, within the required number of days after the notice of such award,
execute a written memorial of the awarded Contract and submit the required Labor and Material Payment and
faithful Performance Bond and proof of insurance, then this obligation shall be null and void; and in the event
that the Principal fails and/or refuses to execute and deliver said documents this Bond will be charged with the
costs of the damages experienced by the Owner as a result of such refusal, including but not limited to,
publication cost, the difference in money between the amount of the bid of the said Principal and the amount
for which the obligee may legally contract with another party to perform the said work if such amount be in
excess of the former; building lease or rental costs, transportation cost, and additional salary costs that result
from the delay due to the Principal's default on the awarded Contract. In no event however, shall the Surety's
liability exceed the penal sum hereof.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond
shall be in no way impaired or affected by any extension of the time within which the Owner may accept such
bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their separate
seals this 3rd day of October, 2011, the name and corporate seal of each corporate party
being hereto affixed and those present duly signed by its undersigned representative, pursuant to authority of
its governing body.

AVI-CON, Inc. dba CA Construction
(Firm Name - Principal)

981 Iowa Ave., Suite A, Riverside, CA 92507
(Business Address)

By [Signature]
(Original Signature)

V.P. CEO
(Title)

First National Insurance Company of America
(Corporation Name - Surety)

790 The City Drive South, Suite 200, Orange, CA 92868
(Business Address)

By Julia B. Gladding, Attorney-In-Fact

O:\Office Docs\NRC School Districts\County of Riverside-3-75\37552 - District Court
Finishes\Specifications\Division 00\District Court Finishes BID DOCUMENTS.doc

Affix Seal
if
Corporation

Affix
Corporate
Seal



POWER OF ATTORNEY

First National Insurance Company of America
1001 4th Avenue
Suite 1700
Seattle, WA 98154

KNOW ALL BY THESE PRESENTS:

No. 12417

That FIRST NATIONAL INSURANCE COMPANY OF AMERICA, a Washington corporation, does hereby appoint

*****KENNETH A. COATE; JULIA B. GLADDING; Riverside, California*****

its true and lawful attorney(s)-in-fact, with full authority to execute on behalf of the company fidelity and surety bonds or undertakings and other documents of a similar character issued by the company in the course of its business, and to bind FIRST NATIONAL INSURANCE COMPANY OF AMERICA thereby as fully as if such instruments had been duly executed by its regularly elected officers at its home office.

IN WITNESS WHEREOF, FIRST NATIONAL INSURANCE COMPANY OF AMERICA has executed and attested these presents

this 21st day of March, 2009

Dexter R. Legg

Dexter R. Legg, Secretary

TAMIKOLAJEWSKI

Timothy A. Mikolajewski, Vice President

CERTIFICATE

Extract from the By-Laws of FIRST NATIONAL INSURANCE COMPANY OF AMERICA:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of
FIRST NATIONAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970:

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
- (ii) - A copy of the power-of-attorney appointment, executed pursuant thereto, and
- (iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Dexter R. Legg, Secretary of FIRST NATIONAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of this corporation, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this _____ day of OCT 08 2011



Dexter R. Legg

Dexter R. Legg, Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of Riverside

On OCT 03 2011 before me, Stephanie D. Montague, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Julia B. Gladding
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Individual
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Individual
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside



On 10/3/11 before me, Stephanie D. Montague, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Naomi Avila
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.
 Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

- Signer's Name: _____
- Individual
 - Corporate Officer — Title(s): _____
 - Partner — Limited General
 - Attorney in Fact
 - Trustee
 - Guardian or Conservator
 - Other: _____



Signer Is Representing: _____

- Signer's Name: _____
- Individual
 - Corporate Officer — Title(s): _____
 - Partner — Limited General
 - Attorney in Fact
 - Trustee
 - Guardian or Conservator
 - Other: _____



Signer Is Representing: _____

**NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND
SUBMITTED WITH BID**

State of California) ss.
County of Riverside)

Jacob Avila, being first duly sworn, deposes and says:

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


Signature

Subscribed and sworn to before me this _____ day of _____, 2011.

Signature of officer administering oath

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside

On 10/3/11 before me, Stephanie D. Montague
Date Here Insert Name and Title of the Officer

personally appeared Jacob Avila
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Jacob Avila

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____
AVI-CON, Inc.
dba CA Construction

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

(Original Signature)

AGREEMENT FORM

THIS AGREEMENT, entered into this _____ day of _____, 2011, by and between _____, hereinafter called the "Contractor", and the County of Riverside hereinafter called the "Owner".

WITNESSETH: That the parties hereto have mutually covenanted and agreed as follows:

CONTRACT: The Complete Contract includes all of the Contract Documents, to wit: The Notice Inviting Bids, the Instructions to Bidders, the Contractor's Proposal, Wage Schedule, Payment and Performance Bonds, the Plans and Specifications plus any Addenda thereto, the General Conditions, the Supplementary General Conditions, if applicable and this Agreement. All Contract Documents are intended to cooperate and be complimentary so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all Contract Documents.

STATEMENT OF WORK: The Contractor hereby agrees to furnish all tools, equipment, services, apparatus, facilities, transportation, labor and materials for the **U.S. District Court Finishes**. In strict accordance with the Plans and Specifications dated August, 2011 prepared by Ruhnau Ruhnau Clarke hereinafter called the "Architect", including Addenda thereto as listed in the Contractor's Proposal, all of which are made a part hereof.. Contractor will be required to have 3 years prior experience successfully completing similar paint work, as explained in the specifications under painting, section 1.5, Quality Assurance.

TIME FOR COMPLETION: The work shall be commenced on a date to be specified in a written order of the Ruhnau Ruhnau Clarke and shall be completed within one hundred and eighty (180) calendar days from and after said date. It is expressly agreed that except for extensions of time duly granted in the manner and for the reasons specified in the General Conditions, time shall be of the essence.

COMPENSATION TO BE PAID TO CONTRACTOR: The Owner agrees to pay and the Contractor agrees to accept in full consideration for the performance of the Contract, subject to additions and deductions as provided in the General Conditions, the sum of _____ dollars (\$ _____) being the total of the base bid plus the following addenda: ____, ____, _____. The sum is to be paid according to the schedule as provided in the General Conditions.

Pursuant to Labor Code, Section 1861, the Contractor gives the following certification: I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

IN WITNESS WHEREOF, the parties hereto on the day and year first above written have executed this agreement in four (4) counterparts.

Type of Contractor's organization: _____
If other than individual or corporation, list names of all members who have authority to bind firm.

Firm Name: _____
Address: _____
Contractor's License No.: _____

IF OTHER THAN CORPORATION EXECUTE HERE

Signature: _____
Title: _____

Affix Seal
If
Corporation

IF CORPORATION, FILL OUT FOLLOWING AND EXECUTE

Name of President of Corporation: _____
Name of Secretary of Corporation: _____
Corporation is organized under the laws of State of _____
Signature: _____
Title: _____

Owner: COUNTY OF RIVERSIDE
Signature: _____
Title: Chairman - Board of Supervisors

Attest: Clerk - Board of Supervisors
By: _____
Title: _____

PAYMENT BOND

(Public Work - Civil Code Section 3247 et seq.)

The makers of this Bond are _____ as Principal and Original Contractor and _____, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract dated _____, 2011 between Principal and County of Riverside, a public entity, as owner, for _____ dollars (\$ _____) the total amount payable. THE AMOUNT OF THIS BOND IS 100% OF SAID SUM. Said contract is for public work of: _____

The beneficiaries of this Bond are as is stated in 3248 of the Civil Code and the requirements and conditions of this Bond are as is set forth in Sections 3248, 3249, 3250 and 3252 of said Code. Without notice, Surety consents to extension of time for performance, change in requirements, amount of compensation, or prepayment under said Contract.

Signed and Sealed this _____ Day of _____ 2011.

(Firm Name - Principal)

(Business Address)

Affix Seal
if
Corporation

By: _____
(Signature - Attach Notary's Acknowledgment)

(Title)

(Corporation Name - Surety)

(Business Address)

Affix
Corporate
Seal

By: _____
(Signature - Attached Notary's Acknowledgment)

ATTORNEY-IN-FACT
(Title-Attach Power of Attorney)

PERFORMANCE BOND

The makers of this Bond, _____, as Principal, and _____ as Surety, are held and firmly bound unto County of Riverside, hereinafter called the Owner, in the sum of _____ Dollars (\$ _____) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, that whereas the Principal entered into a certain contract, hereto attached, with the Owner, dated _____, 2011 for _____

Now therefore, if the Principal shall well and truly perform and fulfill all the undertakings covenants, terms, conditions and agreements of said Contract during the original term of said Contract and any extension thereof that may be granted by the Owner, with or without notice to the Surety, and during the file of any guarantee required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said Contract that may thereafter be made, then this obligation to be void, otherwise to remain in full force and virtue. Without notice, Surety consents to extension of time for performance, change in requirements, change in compensation or prepayment under said Contract.

Signed and Sealed this _____ Day of _____, 2011.

(Firm Name - Principal)

(Business Address)

Affix Seal
if
Corporation

By: _____
(Signature - Attach Notary's Acknowledgment)

(Title)

(Corporation Name - Surety)

(Business Address)

Affix
Corporate
Seal

By: _____
(Signature - Attach Notary's Acknowledgment)

ATTORNEY-IN-FACT
(Title-Attach Power of Attorney)

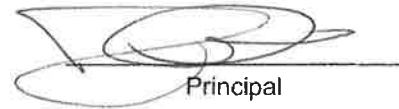
**CONTRACTOR'S CERTIFICATE
REGARDING WORKERS' COMPENSATION**

Labor Code Section 3700

Every employer, except the State and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations, a Certificate of Consent to Self-Insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees

I am aware of the provisions of Section 3700 of the Labor Code which requires 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 this Contract.


Principal

Principal

Title

(In accordance with Article 5 [commencing at Section 1860], Chapter, Part 7, Division 2 of the Labor Code, the above Certificate must be signed and filed with the Owner prior to performing any work under this Contract.)

NOTICE INVITING BIDS

COUNTY OF RIVERSIDE, herein called Owner, invites sealed proposals for :

U.S. District Court Finishes

This Project includes the demolition and replacement of flooring, wall coverings and paint for the U.S. District Court

Proposals shall be delivered to the Clerk of the Board of Supervisors, on the 1st floor of the County Administrative Center located at 4080 Lemon Street, Riverside, CA 92501 no later than 2pm on October 6th, 2011 and will be promptly opened in public at said address.

Each Proposal shall be in accordance with the Plans, Specifications, and other Contract Documents and prepared by the Economic Development Agency, County of Riverside. A nonrefundable fee will be charged for each set of Plans and Specifications furnished to Contractors. An additional nonrefundable fee will be charged for each set of Plans and Specifications furnished that are requested to be mailed to Contractors. Plans and Specifications may be obtained from A&I Reprographics located at 898 Via Lara, Suite L., Colton, CA 92324. (909)514-0704.

Pursuant to the Labor Code, the Governing Board of the Owner has obtained from the Director of the Department of Industrial Relations, State of California, his determination of general prevailing rates of per diem wages applicable to the work, and for holiday and overtime work, including employer payments for health and welfare, pension, vacation, and similar purposes, as set forth on the schedule which is on file at the principal office of the Owner, and which will be made available to any interested person upon request.

The Contract General Conditions for this project will contain provisions allowing successful contractor to substitute securities for monies withheld by the County to ensure performance (Public Contract Code 22300).

A Performance Bond and Payment Bond shall be required for this Project.

The Contractor will be required, per Public Contracts Code, Section 3300 and for this contract, to have a State of California contractor's license classification B – General Building Contractor. A **mandatory** pre-bid job walk inspection will be held on September 28th, 2011 at 9 a.m., meeting at 3420 Twelfth Street Riverside, CA 92501, California. **No bids will be accepted from bidders who have not attended the pre-bid job walk.**

For further information, contact Dane Winkelman at the Economic Development Agency, located at 3403 10th St., Riverside, CA 92501 whose telephone number is (951) 955-0394.

INSTRUCTIONS TO BIDDERS

- A. **FORM OF PROPOSAL:** The Proposal must be made on the attached Contractor's Proposal Form which must be filled out completely, dated and signed by the bidder or duly authorized agent in accordance with the directions on the Proposal Form. Each Proposal shall include a complete list of the Subcontractors proposed for every portion of the work, in accordance with Public Contract Code, Section 4100-4114, inclusive.
- B. **SUBMISSION OF THE PROPOSAL:** Signed copies of each Proposal shall be sealed in an envelope labeled with Title of Bid and Opening Time. Proposals shall be submitted at the place designated in the Notice Inviting Bids at or before the time specified in said notice. Before that time a proposal may be withdrawn, but only in person by the bidder or someone authorized by him in writing, and not by telephone or telegram.
- C. **DRAWINGS AND SPECIFICATIONS:** All drawings, herein enclosed, become a part of the Bid Documents. Additional sets may be provided if requested by bidders and deemed necessary and if there is sufficient time. Plans and Specifications may be obtained from A&I Reprographics located at 898 Via Lara, Suite L., Colton, CA 92324. (909)514-0704. All fees are due at the time of request and must be paid by check or money order made payable to "A&I Reprographics".
- D. **INTERPRETATION OF THE DOCUMENTS:** Discrepancies in and omissions from the Plans, Specifications or other Contract Documents or questions as to their meaning shall, at once, be brought to the attention of the Owner. Any interpretation of the Documents will be made only by Addenda duly issued and a copy of such Addenda will be mailed or delivered to each person or firm receiving a set of such documents. The Owner will not be responsible for any other explanations or interpretations. Should anything in the scope of the work or any of the sections of the Specifications be of such nature as to be apt to cause disputes between the various trades involved, such information shall be promptly called to the attention of the Owner.
- E. **ADDENDA TO THE DOCUMENTS:** The Owner reserves the right to issue such Addenda to the documents as it may desire at any time prior to the time fixed for receiving Proposals. A copy of all such Addenda will be promptly mailed or delivered to each bidder. The number and date of each Addenda shall be listed on the Contractor's Proposal in the space provided.
- F. **OWNER'S RESERVATION OF RIGHTS:** The Owner reserves the right to reject any or all Proposals and to waive any informalities in a bid or in the bidding. No bidder may withdraw his bid for a period of sixty (60) days after the time set for the opening thereof.
- G. **BIDDER'S CHECK OR BOND:** Each Proposal must be accompanied by a certified or cashier's check or by a bid bond on the form supplied by the Owner, drawn in favor of the Owner in an amount not less than ten percent (10%) of the total Proposal. This check or bond shall be given as a guarantee that the bidder, if awarded the contract, will execute and deliver the Contract Documents and the required Payment and Performance Bonds and proof of insurance in accordance with his Proposal accepted by the Owner. In default of execution of the Contract upon award and/or delivery of said Payment and Performance Bonds, such Proposal bond or check shall be held subject to payment to the Owner of the difference in money between the amount of the bidder's Proposal and the amount for which the Owner may legally contract with another party to perform the said work, together with the costs to the Owner of redrafting, redrawing and publishing documents and papers shall, in addition, be held subject to all other actual damages suffered by the Owner, as set forth on the Contract Documents. Said check or bond will be returned upon the close of the period mentioned in Paragraph F above, and to the successful bidder upon execution of the Contract Documents. **NO BONDS WILL BE ACCEPTED UNLESS SUBMITTED ON THE FORM SUPPLIED BY OWNER.**
- H. **AWARD OF CONTRACT:** The Contract shall be awarded upon a Resolution or Minute Order to that effect duly adopted by the Governing Board of the Owner. Execution of the Contract Documents shall constitute a written memorial thereof.

Avi-Con, Inc. dba CA Construction
991 Iowa Ave. Suite A
Riverside, CA 92507

Project: U.S. District Court Finishes

County of Riverside
Clerk of the Board
4000 Lemon Street
Riverside, CA 92501

RECEIVED RIVERSIDE COUNTY
CLERK / BOARD OF SUPERVISORS

2011 OCT 12 PM 3:56

SEALED BID RECEIVED
CLERK OF THE BOARD OF SUPERVISORS

CONTRACTOR'S PROPOSAL

TO THE GOVERNING BOARD OF THE COUNTY OF RIVERSIDE:

Date: 10/6/11

Bidder: Dalke & Sons Construction, Inc.

The undersigned, having carefully examined the proposed site and the Plans and Specifications, the Notice Inviting Bids, the Instructions to Bidders, the Agreement Form, the Bond Forms, the General Conditions, hereby proposes and agrees to furnish all tools, equipment, services, apparatus, facilities, transportation, labor and materials necessary to complete the work in strict conformity with the Plans and Specifications, including all work specified in Addenda numbered and dated:

Addendum No. 1 Date 10/3/11

Addendum No. 2 Date 10/5/11

Addendum No. _____ Date _____

For the total Base Bid Six hundred ninety four thousand four hundred eighty dollars (\$ 694,480), including all applicable taxes, permits, licenses, **AND Course of Construction Insurance.**

(Add or Deduct state which)

Alternate 1	\$ <u>0</u>	_____
Alternate 2	\$ <u>0</u>	_____
Alternate 3	\$ <u>0</u>	_____
Alternate 4	\$ <u>0</u>	_____

And,
Cost of Contractor's Course of Construction Insurance one thousand five hundred twenty two dollars (\$ 1,522) and deductible \$ 12,000

Bids must be submitted on all items. Failure to bid on all items may result in the bid being rejected as non-responsive. The basis for award will be the qualified bidder with the lowest total of the Base Bid WITH COURSE OF CONSTRUCTION INSURANCE and all alternates. Alternates may be awarded in any order after determination of the lowest responsible and responsive bidder.

AWARD OF CONTRACT

The undersigned fully understands that a Contract is formed upon the acceptance of this Proposal by the Owner and the undersigned further agrees that upon request he will promptly execute and deliver to Owner a written memorial of the Contract together with the required Payment and Performance Bonds and proof of insurance.

BID GUARANTEE

The enclosed certified or cashier's check or bidder's bond on approved form, made payable to the Owner in the amount of ten percent of the total bid submitted herewith, is hereby given as a guarantee that the bidder will execute and deliver the above mentioned written memorial and required bonds and insurance if awarded the contract, and in the event that the undersigned fails or refuses to execute and deliver said documents, such check or bond is to be charged with the costs of the damages experienced by the Owner as a result of such failure or refusal, including but not limited to publication costs, the difference in money between the amount of the bid of the said principal and the amount for which obligee may legally contract with another party to perform the said work if such amount be in excess of the former, building lease or rental costs, transportation costs and additional salary costs that result from the delay due to the principal's default on the awarded contract. In no event, however, shall the Surety's liability exceed the penal sum hereof.

Name of Bidder: Dalke & Sons Construction, Inc.
Type of Organization: Corporation
Signed By: 
Title of Signer: Vice President
Address of Bidder: 4585 Allstate Drive
Riverside, CA 92501
Telephone No.: 951-274-9880
Contractor's License No.: 612500
Classification: B, C-10 Expiration Date: 2/28/13

Affix Seal
If
Corporation

LICENSURE STATEMENTS ARE MADE UNDER PENALTY OF PERJURY

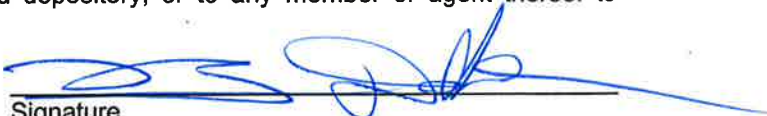
If bidder is a corporation, and signer is not President or Secretary, attach a certified copy of By-Laws or resolution authorizing execution. If bidder is a corporation, affix corporate seal. If signer is an agent, attach Power of Attorney. If bidder is not an individual, list names of other persons authorized to bind the organization.

**NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND
SUBMITTED WITH BID**

State of California) ss.
County of Riverside)

Barry Dalke, being first duly sworn, deposes and says:

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


Signature

Subscribed and sworn to before me this 12th day of September, 2011.

SEE CERTIFICATE ATTACH
Signature of officer administering oath

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
 County of Riverside }

On October 12, 2011 before me, Elvia Villeda, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Barry Dalke
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Noncollusion Affidavit

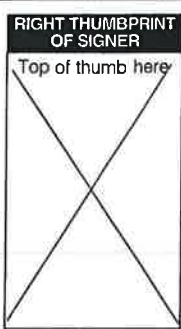
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

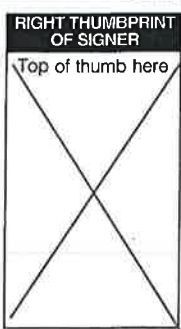
- Corporate Officer — Title(s): _____
- Individual
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Individual
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

4501808

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

FIRST NATIONAL INSURANCE COMPANY OF AMERICA
SEATTLE, WASHINGTON
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That First National Insurance Company of America (the "Company"), a Washington stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint **CHRIS LYDICK, OF THE CITY OF SAN DIEGO, STATE OF CALIFORNIA**

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **FIFTY MILLION AND 00/100***** DOLLARS (\$ 50,000,000.00*****)** each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE IV - Execution of Contracts: Section 12. Surety Bonds and Undertakings.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitations as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article IV, Section 12 of the By-laws, Garnet W. Elliott, Assistant Secretary of First National Insurance Company of America, is authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of First National Insurance Company of America has been affixed thereto in Plymouth Meeting, Pennsylvania this 5th day of April, 2011.

FIRST NATIONAL INSURANCE COMPANY OF AMERICA



By Garnet W. Elliott
Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 5th day of April, 2011, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of First National Insurance Company of America; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of First National Insurance Company of America thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires Mar. 28, 2013
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of First National Insurance Company of America, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article IV, Section 12 of the By-laws of First National Insurance Company of America.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of First National Insurance Company of America at a meeting duly called and held on the 18th day of September, 2009.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 1st day of Oct, 2011.



By David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

ACKNOWLEDGMENT

State of California
County of San Diego } ss.

On 10/1/11 before me, Stephanie Bondurant, Notary Public,
personally appeared Chris Lydick

who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

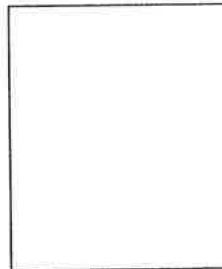
[Handwritten signature]

(seal)

OPTIONAL INFORMATION

Date of Document
Type or Title of Document
Number of Pages in Document
Document in a Foreign Language

Thumbprint of Signer



Type of Satisfactory Evidence:
[X] Personally Known with Paper Identification
Paper Identification
Credible Witness(es)

Capacity of Signer:
Trustee
[X] Power of Attorney
CEO / CFO / COO
President / Vice-President / Secretary / Treasurer
Other:

Check here if
no thumbprint
or fingerprint
is available.

Other Information:



DALKE & SONS CONSTRUCTION, INC.

Corporation Certificate

State of California)
County of Riverside)

I HEREBY CERTIFY that during a meeting of the Board of Directors of Dalke & Sons Construction, Inc. a corporation existing under the Laws of the State of California, held on June 23, 1994, the following resolution was duly passed and adopted:

“Resolved, that Barry Dalke, Troy Dalke, Todd Dalke, Calvin Dalke Jr. as Vice President of the corporation, be and is hereby authorized to execute all Bid and Contract documents for this corporation and that his execution thereof and with the Corporate Seal affixed, shall be the official act and deed of this Corporation.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation this 23rd , day of June, 1994.

Handwritten signature of Calvin R. Dalke
Calvin R. Dalke, President

Handwritten signature of Carol A. Dalke
Carol A. Dalke, Secretary

Dalke & Sons Construction, Inc.
4585 Allstate Drive
Riverside, CA 92501-1701

**SEALED BID RECEIVED
CLERK OF THE BOARD OF SUPERVISORS**

RECEIVED RIVERSIDE COUNTY
CLERK / BOARD OF SUPERVISORS
2011 OCT 12 PM 1:55

Proposal Enclosed for:
County of Riverside
Clerk of the Board of Supervisors

4080 Lemon Street
Riverside, CA 92501

U.S. District Court Finishes

Bid Date: October 6, 2011
Bid Time: 2:00 p.m.

DONT OPEN W/REGULAR MAIL

CONTRACTOR'S PROPOSAL

TO THE GOVERNING BOARD OF THE COUNTY OF RIVERSIDE:

Date: 10/5/2011

Bidder: A.J. Fistes Corporation

The undersigned, having carefully examined the proposed site and the Plans and Specifications, the Notice Inviting Bids, the Instructions to Bidders, the Agreement Form, the Bond Forms, the General Conditions, hereby proposes and agrees to furnish all tools, equipment, services, apparatus, facilities, transportation, labor and materials necessary to complete the work in strict conformity with the Plans and Specifications, including all work specified in Addenda numbered and dated:

Addendum No. 1 Date 10/3/2011

Addendum No. 2 Date 10/6/2011

Addendum No. _____ Date _____

For the total Base Bid Seven Hundred Eight Thousand Nine Hundred Eighty dollars (\$ 708,980.00), including all applicable taxes, permits, licenses, **AND Course of Construction Insurance.**

(Add or Deduct state which)

Alternate 1	\$ <u>N/A</u>	_____
Alternate 2	\$ <u>N/A</u>	_____
Alternate 3	\$ <u>N/A</u>	_____
Alternate 4	\$ <u>N/A</u>	_____

And, Cost of Contractor's Course of Construction Insurance N/A dollars (\$ _____) and deductible \$ _____.

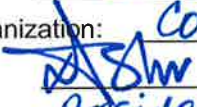
Bids must be submitted on all items. Failure to bid on all items may result in the bid being rejected as non-responsive. The basis for award will be the qualified bidder with the lowest total of the Base Bid WITH COURSE OF CONSTRUCTION INSURANCE and all alternates. Alternates may be awarded in any order after determination of the lowest responsible and responsive bidder.

AWARD OF CONTRACT

The undersigned fully understands that a Contract is formed upon the acceptance of this Proposal by the Owner and the undersigned further agrees that upon request he will promptly execute and deliver to Owner a written memorial of the Contract together with the required Payment and Performance Bonds and proof of insurance.

BID GUARANTEE

The enclosed certified or cashier's check or bidder's bond on approved form, made payable to the Owner in the amount of ten percent of the total bid submitted herewith, is hereby given as a guarantee that the bidder will execute and deliver the above mentioned written memorial and required bonds and insurance if awarded the contract, and in the event that the undersigned fails or refuses to execute and deliver said documents, such check or bond is to be charged with the costs of the damages experienced by the Owner as a result of such failure or refusal, including but not limited to publication costs, the difference in money between the amount of the bid of the said principal and the amount for which obligee may legally contract with another party to perform the said work if such amount be in excess of the former, building lease or rental costs, transportation costs and additional salary costs that result from the delay due to the principal's default on the awarded contract. In no event, however, shall the Surety's liability exceed the penal sum hereof.

Name of Bidder: A.J. Fistes Corporation
Type of Organization: Corporation
Signed By:  Anastasios Fistes
Title of Signer: President
Address of Bidder: 2214 Atlantic Ave
Long Beach, CA. 90806
Telephone No.: (562) 424-2230
Contractor's License No.: 729357
Classification: A, B, C33, D06, D12, D38 Expiration Date: 11/30/2012
D39, ASB

Affix Seal
If
Corporation

LICENSURE STATEMENTS ARE MADE UNDER PENALTY OF PERJURY

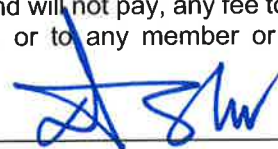
If bidder is a corporation, and signer is not President or Secretary, attach a certified copy of By-Laws or resolution authorizing execution. If bidder is a corporation, affix corporate seal. If signer is an agent, attach Power of Attorney. If bidder is not an individual, list names of other persons authorized to bind the organization.

**NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND
SUBMITTED WITH BID**

State of California) ss.
County of Riverside)

Anastasios Fistes, being first duly sworn, deposes and says:

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



Signature

Subscribed and sworn to before me this _____ day of _____, 2011.

See Attachment

Signature of officer administering oath

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

On 10/5/2011 before me, Donald Louis Mendoes
(here insert name and title of the officer)

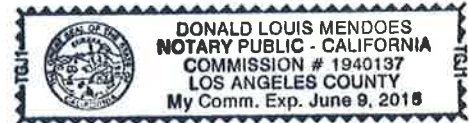
personally appeared Anastasios Fistes

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Donald Louis Mendoes
Signature of Notary Public



(Seal)

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____

Bond No.: AJFIS-180
Job/Bid No.: FM08000000087

Bid Bond

KNOWN TO ALL MEN BY THESE PRESENTS, that we, the undersigned A.J. Fistes Corporation, as Principal; and International Fidelity*, as Surety, are hereby held and firmly bound unto the County of Riverside, hereinafter called the "Owner", in the sum of Ten Percent Of The Total Bid Dollars (\$ 10% Of Bid) for the payment of such sum, well and truly to be made, do hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

* Insurance Company

WHEREAS, the said Principal is herewith submitting its Proposal for the US District Court Finishes

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the aforesaid Principal shall be awarded the Contract upon said Proposal and shall, within the required number of days after the notice of such award, execute a written memorial of the awarded Contract and submit the required Labor and Material Payment and faithful Performance Bond and proof of insurance, then this obligation shall be null and void; and in the event that the Principal falls and/or refuses to execute and deliver said documents this Bond will be charged with the costs of the damages experienced by the Owner as a result of such refusal, including but not limited to, publication cost, the difference in money between the amount of the bid of the said Principal and the amount for which the obligee may legally contract with another party to perform the said work if such amount be in excess of the former; building lease or rental costs, transportation cost, and additional salary costs that result from the delay due to the Principal's default on the awarded Contract. In no event however, shall the Surety's liability exceed the penal sum hereof.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their separate seals this 30th day of September, 2011, the name and corporate seal of each corporate party being hereto affixed and those present duly signed by its undersigned representative, pursuant to authority of its governing body.

A.J. Fistes Corporation
(Firm Name - Principal)
2214 Atlantic Ave., Long Beach, CA 90806
(Business Address)

By [Signature]
(Original Signature)
Anastasios Fistes - President
(Title)

Affix Seal
If
Corporation

International Fidelity Insurance Company
(Corporation Name - Surety)
233 Wilshire Blvd., Suite 820, Santa Monica, CA 90401
(Business Address)

By [Signature], Matthew R. Dobyms Attorney-in-Fact Seal

Affix
Corporate
Seal

POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR
NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

RANDY SPOHN, MATTHEW R. DOBYNS

Santa Ana, CA.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, stature, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,
- (2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



IN TESTIMONY WHEREOF, **INTERNATIONAL FIDELITY INSURANCE COMPANY** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A.D. 2007.

INTERNATIONAL FIDELITY INSURANCE COMPANY

STATE OF NEW JERSEY
County of Essex

Secretary

On this 16th day of October 2007, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of the **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires March. 27, 2014

CERTIFICATION

I, the undersigned officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the **ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY**, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this **30th** day of **September, 2011.**

Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of CALIFORNIA

County of ORANGE

On September 30th, 2011 before me, ERIKA GUIDO, NOTARY PUBLIC,

personally appeared MATTHEW R. DOBYNS,

- who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL	_____
<input type="checkbox"/> CORPORATE OFFICER	_____
<input type="checkbox"/> PARTNER(S)	_____
<input checked="" type="checkbox"/> ATTORNEY-IN-FACT	_____
<input type="checkbox"/> TRUSTEE(S)	_____
<input type="checkbox"/> GUARDIAN/CONSERVATOR	_____
<input type="checkbox"/> OTHER: _____	_____
SIGNER IS REPRESENTING:	_____
NAME OF PERSON(S) OR ENTITY(IES)	_____

A.J. Fistes Corporation
In Business for Over 25 Yrs
2214 Atlantic Ave.
Long Beach, CA 90806
(562) 424-2230

County of Riverside
Clerk of the Board Admin Center
4080 Lemon St., 1st Floor
Riverside, CA. 92501

SEALED BID RECEIVED
CLERK OF THE BOARD OF SUPERVISORS

RECEIVED RIVERSIDE COUNTY
CLERK / BOARD OF SUPERVISORS

2011 OCT 12 AM 9:46

Project Number: FM08000000087
Due: October 6, 2011
Hour: 2:00 pm
Project Name: U.S. District Court Finishes

CONTRACTOR'S PROPOSAL

TO THE GOVERNING BOARD OF THE COUNTY OF RIVERSIDE:

Date: 10/12/2011

Bidder: DE LA RIVA CONSTRUCTION, INC.

The undersigned, having carefully examined the proposed site and the Plans and Specifications, the Notice Inviting Bids, the Instructions to Bidders, the Agreement Form, the Bond Forms, the General Conditions, hereby proposes and agrees to furnish all tools, equipment, services, apparatus, facilities, transportation, labor and materials necessary to complete the work in strict conformity with the Plans and Specifications, including all work specified in Addenda numbered and dated:

Addendum No. 01 Date 10/03/2011

Addendum No. 02 Date 10/05/2011

Addendum No. _____ Date _____

For the total Base Bid SEVEN HUNDRED FIFTY-SEVEN THOUSAND dollars (\$ 757,000.00), including all applicable taxes, permits, licenses, **AND Course of Construction Insurance.**

		(Add or Deduct state which)
Alternate 1	\$ _____	_____
Alternate 2	\$ _____	_____
Alternate 3	\$ _____	_____
Alternate 4	\$ _____	_____

And,
Cost of Contractor's Course of Construction Insurance THIRTY-NINE HUNDRED dollars (\$ 3,900.00) and deductible \$ 500.00.

Bids must be submitted on all items. Failure to bid on all items may result in the bid being rejected as non-responsive. The basis for award will be the qualified bidder with the lowest total of the Base Bid WITH COURSE OF CONSTRUCTION INSURANCE and all alternates. Alternates may be awarded in any order after determination of the lowest responsible and responsive bidder.

AWARD OF CONTRACT

The undersigned fully understands that a Contract is formed upon the acceptance of this Proposal by the Owner and the undersigned further agrees that upon request he will promptly execute and deliver to Owner a written memorial of the Contract together with the required Payment and Performance Bonds and proof of insurance.

BID GUARANTEE

The enclosed certified or cashier's check or bidder's bond on approved form, made payable to the Owner in the amount of ten percent of the total bid submitted herewith, is hereby given as a guarantee that the bidder will execute and deliver the above mentioned written memorial and required bonds and insurance if awarded the contract, and in the event that the undersigned fails or refuses to execute and deliver said documents, such check or bond is to be charged with the costs of the damages experienced by the Owner as a result of such failure or refusal, including but not limited to publication costs, the difference in money between the amount of the bid of the said principal and the amount for which obligee may legally contract with another party to perform the said work if such amount be in excess of the former, building lease or rental costs, transportation costs and additional salary costs that result from the delay due to the principal's default on the awarded contract. In no event, however, shall the Surety's liability exceed the penal sum hereof.

Name of Bidder: DE LA RIVA CONSTRUCTION, INC.

Type of Organization: CORPORATION

Signed By: 

Title of Signer: PRESIDENT

Address of Bidder: 638 S. STATE COLLEGE BLVD.
ANAHEIM CA 92831

Telephone No.: (714) 871-9561 / (714) 871-9210 FAX

Contractor's License No.: 873108

Classification: B Expiration Date: 05/31/2012

Affix Seal
If
Corporation

LICENSURE STATEMENTS ARE MADE UNDER PENALTY OF PERJURY

If bidder is a corporation, and signer is not President or Secretary, attach a certified copy of By-Laws or resolution authorizing execution. If bidder is a corporation, affix corporate seal. If signer is an agent, attach Power of Attorney. If bidder is not an individual, list names of other persons authorized to bind the organization.

**NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND
SUBMITTED WITH BID**

State of California) ss.
County of Riverside)

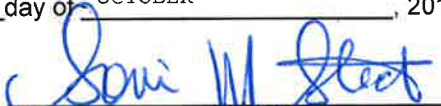
JOSE DE LA RIVA, being first duly sworn, deposes and says:

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



Signature

Subscribed and sworn to before me this 12TH day of OCTOBER, 2011.



Signature of officer administering oath

ATTORNEY-IN-FACT
(Title-Attach Power of Attorney)

**CONTRACTOR'S CERTIFICATE
REGARDING WORKERS' COMPENSATION**

Labor Code Section 3700

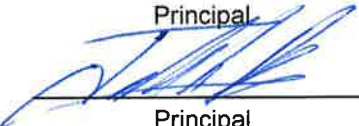
Every employer, except the State and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations, a Certificate of Consent to Self-Insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees

I am aware of the provisions of Section 3700 of the Labor Code which requires 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 this Contract.

JOSE DE LA RIVA

Principal



Principal

PRESIDENT

Title

(In accordance with Article 5 [commencing at Section 1860], Chapter, Part 7, Division 2 of the Labor Code, the above Certificate must be signed and filed with the Owner prior to performing any work under this Contract.)

Bond No. 0510315
Bid Date: 10/06/11

Bid Bond

KNOWN TO ALL MEN BY THESE PRESENTS, that we, the undersigned De La Riva Construction, Inc., as Principal; and International Fidelity Insurance Company, as Surety, are hereby held and firmly bound unto the County of Riverside, hereinafter called the "Owner", in the sum of Ten Percent of Total Bid Price in----- Dollars (\$ 10% of Bid Price) for the payment of such sum, well and truly to be made, do hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

WHEREAS, the said Principal is herewith submitting its Proposal for the U.S. District Court Finishes - Inv/Solicitation #75/37552

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the aforesaid Principal shall be awarded the Contract upon said Proposal and shall, within the required number of days after the notice of such award, execute a written memorial of the awarded Contract and submit the required Labor and Material Payment and faithful Performance Bond and proof of insurance, then this obligation shall be null and void; and in the event that the Principal fails and/or refuses to execute and deliver said documents this Bond will be charged with the costs of the damages experienced by the Owner as a result of such refusal, including but not limited to, publication cost, the difference in money between the amount of the bid of the said Principal and the amount for which the obligee may legally contract with another party to perform the said work if such amount be in excess of the former; building lease or rental costs, transportation cost, and additional salary costs that result from the delay due to the Principal's default on the awarded Contract. In no event however, shall the Surety's liability exceed the penal sum hereof.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their separate seals this 4th day of October, 2011, the name and corporate seal of each corporate party being hereto affixed and those present duly signed by its undersigned representative, pursuant to authority of its governing body.

De La Riva Construction, Inc.

(Firm Name - Principal)

638 S. State College Blvd., Fullerton, CA 92831

(Business Address)

by [Signature]

(Original Signature)

(Title)

International Fidelity Insurance Company

(Corporation Name - Surety)

233 Wilshire Blvd., Ste 820, Santa Monica, CA 90401

(Business Address)

by [Signature]

R. Haas-Bates
:\Office Docs\RRR School Districts\County of Riverside-3-75\37552 - District Court Finishes\Specifications\Division 00\District Court Finishes BID DOCUMENTS.doc

R. Haas-Bates, Attorney-in-Fact

Affix Seal
If
Corporation

Affix
Corporate
Seal

POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR
NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

R. HAAS-BATES, OWEN M. BROWN, WILLIAM SYRKIN

Irvine, CA.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,
- (2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



IN TESTIMONY WHEREOF, **INTERNATIONAL FIDELITY INSURANCE COMPANY** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A.D. 2007.

INTERNATIONAL FIDELITY INSURANCE COMPANY

STATE OF NEW JERSEY
County of Essex

Secretary

On this 16th day of October 2007, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said the he is the therein described and authorized officer of the **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires March. 27, 2014

CERTIFICATION

I, the undersigned officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this 4th day of October 2011

Assistant Secretary

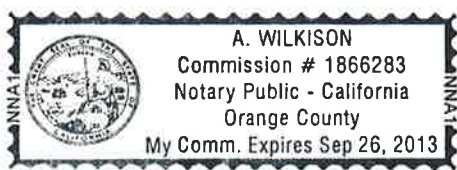
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Orange }

On 10/04/11 before me, A. Wilkison, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared R. Haas-Bates
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Bid Bond

Document Date: 10/04/11 Number of Pages: One (1)

Signer(s) Other Than Named Above: De La Riva Construction, Inc.

Capacity(ies) Claimed by Signer(s)

Signer's Name: R. Haas-Bates

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: International Fidelity Insurance Company

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____



DE LA RIVA
CONSTRUCTION, INC.

638 S. State College Blvd.
Fullerton CA 92831

*Clerk of the Board of Supervisors
County Administrative Center - First Floor*

4080 Lemon Street
Riverside, CA 92501

U.S District Court Finishes

Solicitation # 75/37552
Bid Due = 10-12-11 @ 2pm

SEALED BID RECEIVED
CLERK OF THE BOARD OF SUPERVISORS

01:51 PM 21 1001102

RECEIVED RIVERSIDE COUNTY
CLERK / BOARD OF SUPERVISORS