SUBMITTAL TO THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY **COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

515



FROM: Redevelopment Agency

SUBMITTAL DATE: March 24, 2011

SUBJECT: Jurupa Valley Sheriff's Evidence Warehouse - Approve Total Project Budget, Plans, and

Specifications

RECOMMENDED MOTION: That the Board of Directors:

- 1. Approve and authorize the Chairman to execute the First Amendment to the Agreement between Holt Architects and the Redevelopment Agency for additional design and engineering services in the amount of \$19,350:
- 2. Approve the total project budget of \$5,000,000;
- 3. Approve the plans and specifications for the construction of the project;
- 4. Authorize the Clerk of the Board to advertise the Notice of Inviting Bids for the project; and

(Continued)

Robert Field **Executive Director**

FINANCIAL DATA	Current F.Y. Total Cost:	\$0	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	ı No
	Annual Net County Cost:	\$ O	For Fiscal Year:	2010/11

COMPANION ITEM ON BOARD OF SUPERVISORS AGENDA: No

Positions To Be SOURCE OF FUNDS: Jurupa Valley Redevelopment Capital Improvement

Deleted Per A-30 **Funds** Requires 4/5 Vote

C.E.O. RECOMMENDATION:

APPROVE

County Executive Office Signature

MINUTES OF THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY

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

Ayes: Buster, Stone, Benoit and Ashley

Nays: None

Absent: Tavaglione Date: May 10, 2011

xo. RDA CIP COB

Kecia Harper-Ihem

Clerk of the Board

Prev. Agn. Ref.: 4.2 of 8/31/10, 3.32 of 12/18/07

District: 2

Agenda Number:

Policy ⊠

Dep't Recomm.:

Consent

ofc.:

Redevelopment Agency
Jurupa Valley Sheriff's Evidence Warehouse – Approve Total Project Budget, Plans, and
Specifications
March 24, 2011
Page 2

RECOMMENDED MOTION: (Continued)

5. Upon completion of the bid process for the construction of the Jurupa Sheriff's Warehouse, authorize the Executive Director of the Redevelopment Agency to submit the contract for award of the bid to the lowest responsive and responsible bidder to the Chairman of the Board, and authorize the Chairman to execute the agreement on behalf of the Board; provided that, if any of the following occur, the award will be submitted to the Board for action: there is a bid protest, the lowest bid exceeds the estimated construction budget, the low bidder is disqualified, two or more bids are the same and are the lowest, or a bidder requests relief from its bid due to an error.

BACKGROUND:

In 1997, the County of Riverside built a new 38,000 square foot Sheriff's Station for Jurupa Valley, which included approximately 2,700 square feet of evidence intake and storage. In the past 13 years, evidence laws have changed to require greater amount of evidence to be stored for longer periods of time. Due to these changes, the existing evidence storage area has been filled to capacity and the Jurupa Valley Sheriff's Department has had to store evidence at off-site locations to meet their needs. Staff along with the Sheriff's Department has identified a need to expand its existing storage to meet current and future evidence storage and warehouse needs.

On August 31, 2010, the Board of Directors entered into an agreement with Holt Architects for architectural design services for the new evidence storage warehouse for the Jurupa Valley Sheriff's Department. The project consists of approximately 10,000 square feet of secure high-bay warehouse storage, evidence refrigeration, evidence intake, staging area, service offices, security, parking, and lighting.

During the initial programming stage it was determined that in order to serve the increased amount of visitors to the facility, the project necessitated the front lobby be expanded and secured. It was also decided during the programming that a solar panel installation would assist the project in meeting energy savings and reducing operating costs substantially. This required additional architectural and electrical engineering work.

It has been found and determined that this project is eligible to utilize the Redevelopment Agency (RDA) funds because it helps eliminate blight and helps to effectuate the purpose of the project area's Redevelopment Plan, which calls for construction of infrastructure improvements.

The project is exempt from the provision of the California Environmental Quality Act (CEQA). Pursuant to CEQA Guidelines Section 15301, Existing Facilities, Class 1 (e)(2) and General Rule Exemption Section 15061, a Notice of Exemption was filed with the County Clerk on January 4, 2011 and posted for 30-days. The project has therefore complied with CEQA and no environmental impacts will occur with project implementation.

The approval of the plans, specifications, and total project budget includes the front lobby expansion, additional security, and solar panel installation. The First Amendment of \$19,350 will fund the additional design and engineering services.

(Continued)

Redevelopment Agency
Jurupa Valley Sheriff's Evidence Warehouse – Approve Total Project Budget, Plans, and Specifications
April 21, 2011
Page 3

BACKGROUND: (Continued)

The approximate allocation of the project budget is as follows:

PROJECT BUDGET

Design	\$276,000
Construction	\$3,900,000
Information Technology	\$30,000
Project Management & Real Estate	\$150,000
Permits, Fees, Reproduction, Dedication	\$29,000
Testing & Inspection	\$155,000
Project Contingency (10%)	\$460,000
Total:	\$5,000,000

In order to keep the project moving forward and meet project schedule commitments, staff recommends the Board of Directors authorize the Executive Director of RDA for the County of Riverside to determine award of the project, and authorize the Chairman of the Board to execute the agreement on behalf of the Board of Directors, provided that the lowest bid falls within the allotted project budget amount for construction. RDA staff recommends that the Board of Directors approve the total project budget, approve the plans and specifications, and authorize the Clerk of the Board to advertise the Notice of Inviting Bids for the project.

WHEN DOCUMENT IS FULLY EXECUTED RETURN

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010 Post Office Box 1147, Riverside, Ca 92502-1147

FIRST AMENDMENT TO THE CONSULTING SERVICES AGREEMENT BY AND BETWEEN THE REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE AND HOLT ARCHTECTS FOR THE JURUPA SHERIFF'S WAREHOUSE PROJECT

THIS FIRST AMENDMENT TO THE CONSULTING SERVICES AGREEMENT for the Jurupa Sheriff's Warehouse Project ("First Amendment") is made and entered into by and between the REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE, a public body corporate politic in the State of California, herein referred to as "AGENCY," and Holt Architects, a Professional Corporation under the laws of the State of California, herein referred to as "ARCHITECT," and is effective date of execution.

RECITALS

WHEREAS, the AGENCY entered into the original agreement on August 31, 2010 ("Original Agreement");

WHEREAS, the AGENCY has determined that the scope of services in the Original Agreement has considerably expanded;

WHEREAS, the AGENCY is requesting that the ARCHITECT provide design services to incorporate the additional scope of services requested;

WHEREAS, ARCHITECT shall perform the services described in Exhibit 'A-1' of the First Amendment through project completion unless the work program is altered by written amendments pursuant to the provisions in Section 3 of the Original Agreement;

WHEREAS, the ARCHITECT and has agreed to provide such additional services to AGENCY for the additional amount of \$19,350.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and providing that all other sections not amended remain intact, the parties hereto agree as follows:

Ì	WHEN DOCUMENT IS FULLY EXECUTED RETURN CLERK'S COPY
	to Riverside County Clerk of the Board, Stop 1010 Post Office Box 1147, Riverside, Ca 92502-1147 Thank you
1	IN WITNESS HEREOF, the parties hereto have caused their duly authorized
2	representatives to execute this First Amendment on
3	May 10, 2011
4	(To be filled in by Clerk of the Board)
5	REDEVELOPMENT AGENCY FOR HOLT ARCHITECTS
6	REDEVELOPMENT AGENCY FOR HOLT ARCHITECTS THE COUNTY OF RIVERSIDE
7	3d Bustu Curuly M. Halt.
8	BOB BUSTER
9	Board of Directors
10	Title
11	
12	APPROVED AS TO FORM:
13	By W R Victio 4/25/11
14	Agency Counsel
15 16	K.
17	ATTEST:
18	Clerk of the Board KECIA HARPER-IHEM
19	By William I
20	Deputy
21	
22	
23	
24	S:\RDACOM\DIS\Jurupa\\Jurupa Sheriff's Warehouse/Agreements/Holt Architects FIRST AMENDMENT Agreement docx
25	
26	
27	
28	· ·

EXHIBIT A-1

OF THE

FIRST AMENDMENT TO THE AGREEMENT FOR ARCHITECTURAL SERVICES

BY AND BETWEEN THE REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE AND

HOLT ARCHITECTS FOR THE JURUPA SHERIFF'S WAREHOUSE PROJECT



HOLT ARCHITECTS

ARCHITECTURE AND PLANNING

TIMOTHY M. HOLT, A.I.A. B JOHN E. HOLT, A.I.A. E THOMAS C. HOWELL, A.I.A.

April 11, 2011

Rebecca Tsagris, Project Manager County of Riverside Economic Development Agency 3403 Tenth Street, Suite 400 Riverside, CA 92501

RE:

COUNTY OF RIVERSIDE
JURUPA SHERIFF STATION EVIDENCE WAREHOUSE

CONTRACT AMENDMENT #1

Dear Ms. Tsagris:

Holt Architects, Inc. is pleased to provide you with this proposal for Architectural/Engineering Services for an Amendment to our existing Contract, dated August 31, 2010. The Amendment shall provide Design Services for the expansion to the Front Lobby of the Sheriff Station to include new Visitor Counter and Security Cameras.

SCOPE OF SERVICES:

Our Scope will include the customary Architectural Service Phases of:

- Schematic Design
- Design Development (preliminary plans to illustrate Design alternatives; refine to Final Preliminary Drawings)
- Construction Documents; Plans & Specifications
- Bidding Assistance
- Construction Administration

Our Proposal includes the consulting services of Structural, Mechanical and Electrical Engineering.

Rebecca Tsagris **County of Riverside Economic Development Agency**Jurupa Sheriff Station Evidence Warehouse

April 11, 2011 – Page 2 of 2

COMPENSATION:

Our proposed compensation is on a Fixed Fee basis, not to exceed the amounts per phase, as follows:

Basic Professional Services

	Schematic Design Phase	1,270.00	
=	Design Development Phase	1,890.00	
•	Construction Documents Phase (50%)	3,320.00	
	Construction Documents Phase (100%)	5,320.00	
	Bidding Assistance	810.00	
E	Construction Administration	1,740.00	
m	Reimbursable Expenses for Warehouse & Lobby	5,000.00	
	Total Basic Services		\$19,350.00

Reimbursable expenses will accompany the monthly invoices per the attached 2011 Hourly Rate & Expense Schedule. If the Scope of Work (in terms of affected building area or site area) increases by more than 10%, the Architect's compensation shall be adjusted accordingly.

We appreciate the opportunity to be of service to you. Please contact me with any questions regarding this proposal.

Very truly yours,

HOLT ARCHITECTS, INC.

Timothy M. Holt, A.I.A.

President

TMH/kmd



HOURLY RATE AND EXPENSE SCHEDULE HOLT ARCHITECTS, INC.

HOLT ARCHITECTS, INC. 2011 HOURLY RATE AND EXPENSE SCHEDULE

Senior Principal	\$1 <i>7</i> 5.00
Principal Architect	\$152.00
Project Architect	\$135.00
Project Manager	\$115.00
Designer	\$ 90.00
CAD Technician	\$ 80.00
Word Processor	\$ 60.00
Office Technician/Courier	\$ 45.00

CONSULTANTS

Services of outside Consultants for additional services beyond the Basic Services of the Agreement such as Structural Engineer, Mechanical Engineer, Electrical Engineer, Civil Engineer, Soils and Testing Laboratories and Landscape Architect.

REIMBURSABLE EXPENSES

\$ 0.20 -\$2.00 Each Photocopies ... In-House Reproduction \$4.00-\$12.00 Each Computer Plotter \$4.00-\$21.00 Each encle Mileage Postage, Reproduction, Special Photography, Printing, etc. performed by Subcontractor, Aerial Photogrammetry, Delivery Service

Cost + 10%

^{*}Rates Effective through 12/31/11



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

May 10, 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: JURUPA VALLEY SHERIFF'S EVIDENCE WAREHOUSE

To Whom It May Concern:

Attached is a copy for publication in your newspaper for TWO (2) TIMES: Thursdays: May 12 and 19, 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

Gil, Cecilia

From:

PE Legals < legals@pe.com>

Sent:

Tuesday, May 10, 2011 10:55 AM

To:

Gil. Cecilia

Subject:

RE: FOR PUBLICATION: JURUPA VALLEY SHERIFF'S EVIDENCE WAREHOUSE

Received for publication on May 12 and 19

Thank You!

enterpris@media

Publisher of the Press-Enterprise
Maria G. Tinajero · Legal Advertising Department
1-800-880-0345 · Fax: 951-368-9018 · email: legals@pe.com

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:** Tuesday, May 10, 2011 10:23 AM

To: PE Legals

Subject: FOR PUBLICATION: JURUPA VALLEY SHERIFF'S EVIDENCE WAREHOUSE

Good Morning again! Attached is a Notice Inviting Bids, for publication on 2 Thursdays: May 12 and 19, 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.



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

May 10, 2011

RIVERSIDE COUNTY RECORD ATTN: LEGALS PO BOX 3187 RIVERSIDE, CA 92519

FAX (951) 685-2961 E-MAIL: recordmde@aol.com

RE: NOTICE INVITING BIDS: JURUPA VALLEY SHERIFF'S EVIDENCE WAREHOUSE

To Whom It May Concern:

Attached is a copy for publication in your newspaper for TWO (2) TIMES: Thursdays: May 12 and 19, 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,

Mcgíl

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

Gil, Cecilia

From:

recordmde@aol.com

Sent:

Tuesday, May 10, 2011 10:45 AM

To:

Gil, Cecilia

Subject:

Re: FOR PUBLICATION: Jurupa Valley Sheriff's Evidence Warehouse

Hello Again,

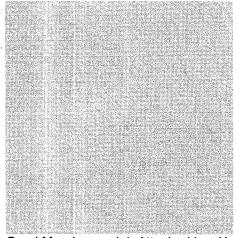
I have received the notice inviting bids for two weeks.

Thanks, Mike

----Original Message-----

From: Gil, Cecilia <CCGIL@rcbos.org>
To: recordmde <recordmde@aol.com>
Sent: Tue, May 10, 2011 6:23 am

Subject: FOR PUBLICATION: Jurupa Valley Sheriff's Evidence Warehouse



Good Morning again! Attached is a Notice Inviting Bids, for publication on 2 Thursdays: May 12 and 19, 2011. Please confirm. THANK YOU!

Cecilia Gil

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

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NOTICE INVITING BIDS

The Redevelopment Agency for the County of Riverside, herein called Owner, invites sealed proposals for the construction of:

JURUPA SHERIFF'S EVIDENCE WAREHOUSE

This Project consists of a new approximately 10, 000 square foot secured warehouse including offices, restrooms, security cameras, solar system, parking lot improvements and lighting. In addition, the project includes the expansion and security of the visitor's counter in the existing station's front lobby. Project is located in Riverside off Mission Boulevard behind the existing Sheriff's facility. Architect's construction estimate is \$3,800,000.

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 10:00 am on Wednesday, June 15th 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 dated April 2011 and prepared by Holt Architects. Plans and Specifications may be obtained from PlanIT Reprographics, 3398 Mission Inn Avenue Riverside, CA 92501, 951-683-2600. 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.

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 Agency 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 will be held on May 24, 2011 at 10:00 a.m., meeting at the project site located at 7477 Mission Blvd, Riverside, California 92509. No bids will be accepted from bidders who have not attended the pre-bid job walk.

Request For Information deadline is June 2nd 2011 at 10:00 AM.

For further information, contact Rebecca Tsagris at the Redevelopment Agency for the County of Riverside, located at 3403 10th Street, Ste. 400, Riverside, CA 92501 whose telephone number is (951) 955-8764.

Dated: May 10, 2011

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

SPECIFICATIONS AND CONTRACT DOCUMENTS FOR

JURUPA SHERIFF'S EVIDENCE WAREHOUSE



PREPARED BY
HOLT ARCHITECTS, INC.
FOR
COUNTY OF RIVERSIDE
REDEVELOPMENT AGENCY
APRIL 2011



BY: MARSHAL VICTOR DATE

MAY 10 2011 4.3 VES

TABLE OF CONTENTS

DIVISION 0	CONTRACT REQUIREMENTS	
Notice Inviting	Bids	1
Instructions to	Bidders	2
Contractor's P	roposal	4
Bid Bond		1
Agreement Fo	rm	1
Payment Bond	i	1
Performance E	Bond	1
Contractor's C	ertificate Regarding Workers' Compensation	1
General Cond	itions	48
Specifications	(Set)	, 1
DIVISION 1	GENERAL REQUIREMENTS	
01000 - 01025 - 01030 - 01040 - 01049 - 01200 - 01310 - 01420 - 01730 -	Project Directory Alternates Post-Bid Interview Project Coordination Supporting from Structure Project Meetings Construction Schedule Soils Report Operation and Maintenance Data	
DIVISION 2	SITE WORK	
02070 - 02110 - 02200 - 02205 - 02220 - 02510 - 02550 - 02660 - 02666 - 02668 - 02720 - 02730 - 02781 - 02830 - 02835 - 02874 -	Selective Demolition and Reconstruction Clearing Earthwork Soil Stabilizer Excavating, Backfilling and Compacting Asphalt Concrete Paving Site Concrete Work Sewer and Water Main Construction Water System Fire Water Systems Site Drainage Sanitary Sewers Detectable Warning Surface – Precast Tactile Paver Tiles Wrought Iron Fences and Gates Chain Link Fences and Gates Bicycle Rack and Lockers	

02950 - Landscape and Planting 02980 - 90 Day Maintenance

DIVISION 3 -- CONCRETE

03100 - Concrete Formwork
03200 - Reinforcing Steel
03220 - Underslab Vapor Barrier
03300 - Cast-in-Place Concrete
03320 - Concrete Sealers
03345 - Concrete Finishing

DIVISION 4 -- MASONRY

04100 - Mortar and Grout
04200 - Concrete Unit Masonry
04270 - Glass Masonry Unit System

DIVISION 5 -- METALS

05120 - Structural Steel
05200 - Steel Joists
05300 - Metal Decking
05400 - Cold-Formed Metal Framing
05500 - Metal Fabrications
05510 - Metal Stairs
05720 - Metal Stairs and Railings

DIVISION 6 -- WOOD AND PLASTIC

06410 - Custom Casework 06600 - Plastic Surfacing Materials

DIVISION 7 -- THERMAL AND MOISTURE CONTROL

07120 -Waterproofing and Damproofing 07175 -Water Repellant Coatings 07190 -Anti-Graffiti Water Repellents Protection 07210 -Thermal Insulation 07500 -Thermoplastic Membrane Roofing 07530 -Mechanically Attached KEE Roofing Systems 07600 -Flashing and Sheet Metal 07720 -Roof Hatches and Safety Railings 07840 -Firestopping 07900 -Caulking and Sealants

DIVISION 8 -- DOORS AND WINDOWS

08100 - Metal Doors and Frames
08360 - Insulated Rolling Service Doors
08625 - Tubular Daylighting Devices
08710 - Finish Hardware
08800 - Glazing

DIVISION 9 -- FINISHES

09250 -	Gypsum Board Systems
09510 -	Acoustical Ceiling Systems
09650 -	Resilient Flooring
09660 -	Fluid Applied Flooring
09670 -	Epoxy Resinous Flooring
09680 -	Carpet

09680 - Carpet 09900 - Painting

DIVISION 10 -- SPECIALTIES

10200 -	Louvers
10260 -	Wall Protection Systems
10400 -	Identifying Devices
10520 -	Fire Protection Specialties
10800 -	Toilet and Bath Accessories

DIVISION 11 -- EQUIPMENT

11027 - Knox Boxes

DIVISION 12 -- FURNISHINGS

12500 - Manual Roller Shades

DIVISION 13 -- SPECIAL CONSTRUCTION

13100 - Metal Carports 13850- Security Systems

DIVISION 14 -- CONVEYING SYSTEMS

Not Used

15010 -

DIVISION 15 -- MECHANICAL

15121 -	Piping Expansion Compensation
15140 -	Support Anchors
15170 -	Motors
15190 -	Mechanical Identification
15245 -	Vibration Isolation
15260 -	Piping Insulations
15290 -	Ductwork Insulation
15330 -	Wet-Pipe Sprinkler System
15410 -	Plumbing Pipe
15430 -	Plumbing Specialties
15440 -	Plumbing Fixtures
15450 -	Plumbing Equipment
15535 -	Refrigeration Piping and Specialties
15774 -	Split Type Heat Pumps

Basic Mechanical Requirements

15860 -	Centrifugal Fans
15875 -	Ventilators and Exhaust Fans
15890 -	Ductwork
15910 -	Ductwork Accessories
15940 -	Air Outlets and Inlets
15950 -	Direct Digital Control System
15990 -	Testing, Adjusting and Balancing

DIVISION 16 -- ELECTRICAL

16005 - 16010 - 16050 - 16111 - 16115 -	Electrical Demolition Basic Electrical Requirements Basic Electrical Materials Conduit and Wire Manholes and Pull Boxes
16141 - 16142 - 16160 - 16250 -	Manufactured Wiring System Occupancy Sensor and Day lighting management Panel boards and Signal Terminal Cabinets Automatic Transfer Switch
16450 - 16460 - 16500 - 16621 -	Grounding Transformers Lighting Fixtures Standby Power with Fuel Tank
16723 - 16744 - 16800 - 16822 - 16850 -	Fire Alarm System Door Access Security System Photovoltaic Power System Grid Connected Video Surveillance remote devices and sensors Closed Circuit Video Surveillance Systems

*** END OF SECTION **

NOTICE INVITING BIDS

The Redevelopment Agency for the County of Riverside, herein called Owner, invites sealed proposals for the construction of:

JURUPA SHERIFF'S EVIDENCE WAREHOUSE

This Project consists of a new approximately 10, 000 square foot secured warehouse including offices, restrooms, security cameras, solar system, parking lot improvements and lighting. In addition, the project includes the expansion and security of the visitor's counter in the existing station's front lobby. Project is located in Riverside off Mission Boulevard behind the existing Sheriff's facility. Architect's construction estimate is \$3,800,000.

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 10:00 am on Wednesday, June 15th 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 dated April 2011 and prepared by Holt Architects. Plans and Specifications may be obtained from PlanIT Reprographics, 3398 Mission Inn Avenue Riverside, CA 92501, 951-683-2600. 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.

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 Agency to ensure performance (Public Contract Code 22300).

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

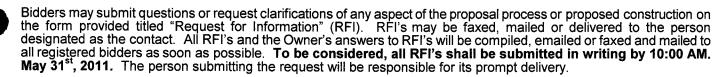
The Contractor will be required, per Public Contracts Code, Section 3300 and for this contract, to have a State of California contractor's license classification B – General Building Contractor. A mandatory pre-bid job walk will be held on May 19, 2011 at 10:00 a.m., meeting at the project site located at 7477 Mission Blvd, Riverside, California 92509. No bids will be accepted from bidders who have not attended the pre-bid job walk.

Request For Information deadline is May 31st 2011 at 10:00 AM.

For further information, contact Rebecca Tsagris at the Redevelopment Agency for the County of Riverside, located at 3403 10th Street, Ste 400, Riverside, CA 92501 whose telephone number is (951) 955-8764.

INSTRUCTIONS TO BIDDERS

A. COMMUNICATION: All communication will be in writing, no phone calls or other verbal communication will be allowed.



All requests shall be submitted as single RFI's for one particular question or subject. Multiple requests per form may or may not be considered at the discretion of the Owner or Owner's representative.

- B. **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. Sets may be purchased from PlanIT Reprographics, 3398 Mission Inn Avenue Riverside, CA 92501, 951-683-2600, Attn: James Richardson. All fees are due at the time of request and must be paid by check or money order made payable to "PlanIT Reprographics". There will be a non-refundable charge per set. Bidders requesting that sets be mailed or shipped to them will be charged the full cost of shipping.
- C. FORM OF THE PROPOSAL: The proposal must be made on the attached Contractors 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 Sections 4100 - 4114, inclusive.

D. **SUBMISSION OF PROPOSAL**: Signed copies of each Proposal shall be sealed in an opaque envelope. The envelope shall bear the bidders name and shall be marked:

*PROPOSAL FOR THE CONSTRUCTION OF Jurupa Sheriff's Evidence Warehouse

Project Address: 7477 Mission Blvd Riverside, CA

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.

- E. **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.
- F. 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 addendum shall be listed on the Contractors Proposal in the space provided.
- G. **OWNERS 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 or the opening thereof.
- H. BIDDERS 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 & Performance bonds 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 bidders 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 necessary to obtain new bids on the said work. The check or bond shall, in addition, be held subject to all other damages suffered by the Owner, as set forth in the contract documents. Said check or bond will be returned upon the close of the period mentioned in Paragraph G above, and to the successful bidder upon execution of the contract documents.

NO BONDS WILL BE ACCEPTED UNLESS SUBMITTED ON FORM SUPPLIED BY OWNER.

- I. **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.
 - **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 Architect shall be deemed to refer to the Owner where no Architect has been employed by the Owner.
- K. **PROMPT ACTION BY CONTRACTOR**: After the award of the Contract by the Owner, 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 Certificates of Insurance.
- L. **CAUTION TO BIDDERS**: Prospective bidders are cautioned not to merely examine the plans and specifications in making their bid, since requirements are imposed upon the contractor by various other portions of the Contract Documents.
- M. **PERFORMANCE AND PAYMENTS BONDS**: Bidders attention is directed to the requirement that both the Performance and Payment Bonds are one hundred percent (100%) of the contract price.
- N. **BIDDERS QUALIFICATIONS**: To be considered, a potential bidder must have a State of California contractor's license classification B General Building Contractor., as required under provisions of Public Contracts Code Section 3300, and the California Business and Professions Code, for work covered in its proposal when a bid is submitted. This includes a joint venture formed to submit a bid.
- O. **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.
- P. **TIME OF COMPLETION**: Time of completion of project is three hundred thirty-five (335) calendar days from the date specified in the NOTICE TO PROCEED issued by the Owner.
- Q. **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 REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE:

			Date:	
Bidder:				
The undersigned, having carefully examinating Bids, the Instructions to Bidders the Supplementary General Conditions hereby proposes and agrees to furnish and materials necessary to complete the all work specified in Addenda numbered	s, the Agreemer s for the Constr all tools, equipm ne work in strict o	nt Form, the Bo ruction of the J ent, services, a	nd Forms, the General Conditions lurupa Sheriff's Evidence Warehou pparatus, facilities, transportation, la	and use, abor
Addendum No)	Date		
Addendum No)	Date		
Addendum No	0	Date		
For the total Base Bidincluding all applicable taxes, permits,),
Alternate 1 (Photovoltaic System)	\$		(Add or Deduct state which) ADD	
Alternate 2 (Front Lobby Expansion)			ADD .	
Alternate 3				
Alternate 4	\$			
For the Grand Total of Base Bid and a dollars (\$), inclu Construction Insurance.	II Alternates			_of
Cost of Contractor's Course of Construction and deductible \$			dollars (\$	

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 and all alternates WITH COURSE OF CONSTRUCTION INSURANCE. Alternates may be awarded in any order after determination of the lowest responsible and responsive bidder.

DESIGNATION OF SUBCONTRACTORS

In compliance with Section 4104 of the Public Contract Code the undersigned submits the following complete list of each Subcontractor who will perform work or labor or render service in or about the construction/installation in an amount in excess of 1/2 of 1% of said total bid.

PORTION OF THE WORK	SUBCONTRACTOR	LOCATION
		·
		· · · · · · · · · · · · · · · · · · ·

DESIGNATION OF SUBCONTRACTORS (continued)

In compliance with Section 4104 of the Public Contract Code the undersigned submits the following complete list of each Subcontractor who will perform work or labor or render service in or about the construction/installation in an amount in excess of 1/2 of 1% of said total bid.

PORTION OF THE WORK	SUBCONTRACTOR	LOCATION
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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:		<u></u>
Type of Organization:		
Signed By:		
Title of Signer:		Affix Seal
Address of Bidder:		If
		Corporation
	·	· · · · · · · · · · · · · · · · · · ·
Telephone No.:		<u></u>
Contractor's License No.:	<u></u>	<u></u>
Classification:	Expiration Date:	

LICENSURE STATEMENTS ARE MADE UNDER PENALTY OF PERJURY

If bidder is a corporation, and signer is <u>not</u> 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

County of Riverside)		
	, being f	irst duly sworn, deposes and says:
That he or she is the party making the foregoing bid; that the bid is n	of	-
person, partnership, company, association, organicollusive or sham; that the bidder has not directly of false or sham bid, and has not directly or indirectly anyone else to put in a sham bid, or that anyone manner, directly or indirectly, sought by agreemen price of the bidder or any other bidder, or to fix any of any other bidder, or to secure any advantage interested in the proposed contract; that all states bidder has not, directly or indirectly, submitted his thereof, or divulged information or data relative the partnership, company association, organization, effectuate a collusive or sham bid.	nization, or corporation; or indirectly induced or so colluded, conspired, conshall refrain from bidding t, communication, or conoverhead, profit, or cost against the public body aments contained in the bor her bid price or any breeto, or paid, and will no	that the bid is genuine and not licited any other bidder to put in a nived, or agreed with any bidder or g; that the bidder has not in any ference with anyone to fix the bid element of the bid price, or of that awarding the contract of anyone id are true; and, further, that the eakdown thereof, or the contents t pay, any fee to any corporation,
	Signature	· · · · · · · · · · · · · · · · · · ·
Subscribed and sworn to before me this	day of	, 2011.
	Signature of officer a	dministering oath

Bid Bond

KNOWN TO ALL MEN BY THESE PRESENTS, that we, the undersigned, as Principal; andhereby held and firmly bound unto the Redevelopment Agency for the County of the "Owner", in the sum of Dollars payment of such sum, well and truly to be made, do hereby jointly and several executors, administrators, successors and assigns.	, as Surety, are f Riverside, hereinafter called
WHEREAS, the said Principal is herewith submitting its Proposal for the const <u>Jurupa Sheriff's Evidence Warehouse.</u>	ruction of the
THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the aforesa the Contract upon said Proposal and shall, within the required number of days a execute a written memorial of the awarded Contract and submit the required Lat faithful Performance Bond and proof of insurance, then this obligation shall be rethat the Principal fails and/or refuses to execute and deliver said documents this costs of the damages experienced by the Owner as a result of such refusal, publication cost, the difference in money between the amount of the bid of the story which the obligee may legally contract with another party to perform the sate excess of the former; building lease or rental costs, transportation cost, and add from the delay due to the Principal's default on the awarded Contract. In no ever liability exceed the penal sum hereof.	ofter the notice of such award, bor and Material Payment and hull and void; and in the event a Bond will be charged with the including but not limited to, aid Principal and the amount aid work if such amount be in litional salary costs that result
The Surety, for value received, hereby stipulates and agrees that the obligation shall be in no way impaired or affected by any extension of the time within which bid; and said Surety does hereby waive notice of any such extension.	
IN WITNESS WHEREOF, the above bounded parties have executed this inst seals thisday of, 2011, the name and corporate being hereto affixed and those present duly signed by its undersigned represent its governing body.	e seal of each corporate party
(Firm Name - Principal)	
(Business Address)	Affix Seal If
(Original Signature)	Corporation
(Title)	
(Corporation Name - Surety)	
(Business Address) By (Original Signature)	Affix Corporate Seal
The rate of premium on this bond is per thousand. Total a	amount of premium charged,
\$	

(The above must be filled in by corporate surety.)

AGREEMENT FORM

)		REEMENT,			•	hereinafter called the "Cor	ntractor", and th	2011, by a ne Redevelopm	nd between ent Agency for
	•								
	WITNESSE	TH: That t	the parties	hereto	have	mutually covenanted and a	greed as follow	S:	
	Instructions Specificatio and this Agr	to Bidders, ns plus any a eement. All not mention	the Contra Addenda th Contract D	ctor's F nereto, locume	Propo the G ents a	les all of the Contract Docu sal, Wage Schedule, Paymo seneral Conditions, the Supp re intended to cooperate and se versa, is to be executed	ent and Perforr plementary Ger I be compliment	nance Bonds, eral Conditions ary so that any	the Plans and s, if applicable work called for
	transportation accordance	on, labor and with the Pl	materials and S	for the	const ations	eby agrees to furnish all tool truction of the Jurupa Sheri dated April 2011 prepared in the Contractor's Proposa	ff's Évidence V d by Holt Archi	Narehouse protects hereinaft	ject. In strict er called the
	and shall be agreed that	e completed	within three extensions	e hund of tim	dred t	e commenced on a date to b hirty-five (335) calendar day y granted in the manner an	vs from and aff	er said date.	It is expressly
	full conside Conditions, total of the	ration for the the sum of _ base bid, al	e performar Iternates	nce of	the C	CTOR: The Owner agrees to ontract, subject to additions, plus the following addendence on the conditions.	and deduction	s as provided i	n the General
)	Section 370 to undertake	0 of the Lab	or Code wh nce in acco	iich req ordance	luire e e with	ntractor gives the following covery employer to be insured the provisions of that code, as Contract.	against liability f	or Worker's Co	mpensation or
	(4) counterp Type of Cor	oarts. htractor's org	ganization:			the day and year first above es of all members who have			eement in four
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	Firm Name: Address:						<u> </u>		
		s License No	. ·						
	IF OTHER	THAN COR	PORATION	I EXEC	UTE	HERE			
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	Title:	00111171							
	Owner: Signature:	COUNTY	JF RIVERS	SIDE RI	∟DEV	ELOPMENT AGENCY			
	Title:	Chairman -	· Board of [Directo	rs				
).	Attest: By:	Clerk - Boa	ard of Direc	tors					
	Title:								

PAYMENT BOND

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

The r	makers of this Bond are	as Princ	cipal and Original Contractor and
	, a corporation, authorized to	issue Surety	Bonds in California, as Surety,
and t	his Bond is issued in conjunction with that certain public w	orks contra	ct dated,
2011	between Principal and Redevelopment Agency for th	-	
) the total amount
	ble. THE AMOUNT OF THIS BOND IS 100% OF SAID SU	JM. Said co	ontract is for public work of: the
Jurup	pa Sheriff's Evidence Warehouse.		, · · · · · · · · · · · · · · · · · · ·
The b	peneficiaries of this Bond are as is stated in 3248 of the Civil	Code and th	ne requirements and conditions
	s Bond are as is set forth in Sections 3248, 3249, 3250 and		·
	ents to extension of time for performance, change in re		· · · · · · · · · · · · · · · · · · ·
	ayment under said Contract.	•	
Signe	ed and Sealed thisDay of	2011.	
	(Firm Name - Principal)	_	
			Affix Seal
	(Business Address)		if
_			Corporation
Ву:	(Signature - Attach Notary's Acknowledgment)		
	(Signature - Attach Notary's Acknowledgment)		
	(Title)	-	
		_	
	(Corporation Name - Surety)		
/Dusi	nace Address	<u> </u>	Affix
(DuSI	ness Address)		Corporate Seal
Ву:			Seal
-,.	(Signature - Attached Notary's Acknowledgment)	_	
	, c		
	ATTORNEY-IN-FACT		
	(Title-Attach Power of Attorney)		

PERFORMANCE BOND

The	mak	ers	of	this	Bond	d,								, as	Princip	oal,	and
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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.)

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 Agency 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 Agency. Upon receipt of the Notice of Completion, the Contractor will be relieved of the duty of protecting the work, and the Agency 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 Agency for the design of this Work, as designated on the title sheet of these specifications and Contract Documents.

BENEFICIAL OCCUPANCY - The right of the Agency 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.

AGENCY - The term Agency when used herein shall mean the Board of Directors of the Redevelopment Agency for the County of Riverside, a public body corporate and politic in the State of California.

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 Agency 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 Agency 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 Agency during the progress of the Work, which are accepted by the Agency.

CONTRACTOR'S AGENT - The representative of the Contractor, approved by the Agency, who shall be present at the Work and be authorized to receive and act upon instructions from the Agency 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 Executive Director of the Redevelopment Agency for the County of Riverside or 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 Agency 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 Agency 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 Agency 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 Agency, 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 Directors alone have the power to bind the Agency 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 Agency, with the exception of the assignments to Agency 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 Agency 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 Agency 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 AGENCY'S RESPONSIBILITIES

- a. The Agency 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 Agency will furnish, at no expense to the Contractor, all on-site inspection of the Work and will 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 Agency'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 Agency, the Contractor shall submit all licenses, permits, and certificates of inspection to the County and Agency.

1.6 SEPARATE CONTRACTS

- 1.6.1 The Agency 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 execution of all work and shall not interfere with material, appliances or workmen of the Agency or any other contractor engaged by the Agency at the site of the Work. In case of disagreement regarding such use, the matter shall be referred to the Agency whose decision relative to said use shall govern.
- **1.6.2** The Contractor shall afford the Agency 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 on the proper execution or results upon the work of the Agency or any separate contractor, the Contractor shall inspect and promptly report to the Agency 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 Agency'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 Agency because of any damage alleged to have been so sustained, the Contractor agrees to indemnify and defend the Agency in such proceedings with the Agency retaining the right to select and hire independent counsel for the Agency 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 AGENCY'S AUTHORIZED REPRESENTATIVE, INSPECTOR(S), & ARCHITECT

1.7.1 AUTHORIZED REPRESENTATIVE

The Agency 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 Agency.

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 Agency 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 Agency has retained an Architect for this project. The Architect will advise and consult with the Agency, and the Agency will issue instructions to the Contractor. The Architect will be requested to interpret the requirements of the Contract. When requested by the Agency, 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 Agency. 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 <u>Code of Civil Procedure</u>, § 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 Agency 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 Agency 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 Agency 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 and Agency 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 <u>Labor Code</u> of the State of California, Contractor shall file with the Agency 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, the Agency, their 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 and or Agency property, or used in any manner on behalf of the Agency, 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, Agency, their 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 and or Agency 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, AGENCY, and 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 AGENCY 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 AGENCY. AGENCY RETAINS THE RIGHT TO CHOOSE TO USE ITS OWN COURSE OF CONSTRUCTION PROGRAM. If the AGENCY 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 AGENCY 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 Redevelopment Agency for the County of Riverside with either 1) a properly executed original Certificates(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, the Redevelopment Agency for the County of Riverside, their Director's and Officers, Special Districts, Board of Supervisors, elected officials, employees, agents or representatives are named as Additional Insureds. Certificates(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 Redevelopment Agency for 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 Redevelopment Agency for 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 Redevelopment Agency for 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 and or AGENCY'S insurance and or deductibles and or self-insured retentions or self-insured programs shall not be construed as contributory.

The Redevelopment Agency for the County of Riverside's Reserved Rights-Insurance. The Redevelopment Agency for 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 and Agency, their 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 and or AGENCY or any officer or employee of said COUNTY, other than the sole active negligence or willful misconduct of COUNTY and or AGENCY-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 and or AGENCY-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 and or Agency, or County's officers, agents, employees, or independent contractors, CONTRACTOR, upon notice from Agency, shall defend the same at Contractor's expense by counsel satisfactory to Agency.
- **2.4.3** Agency shall promptly notify Contractor of any claim, action, or proceeding against County and or Agency, 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 and or Agency shall cooperate fully in the defense of such claim, action, or proceeding.
- **2.4.4** Neither the County nor the Agency shall 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 Agency.

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 Agency. The Contractor shall promptly report in writing to Agency 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 Agency, Contractor shall be responsible for the resultant losses, including, without limitation, the costs of correcting defective work.
- **3.1.4** The Agency 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. The Contractor 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 Agency. Any bench marks or monuments that are lost or destroyed shall be replaced by the Contractor subsequent to notification and approval from Agency.

3.2 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK

3.2.1 The Contractor acknowledges by submission of his/her bid that he is satisfied 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 Agency.

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 Agency before any work affected thereby has been performed. Failure to notify the Agency before starting work will be considered acceptance by the Contractor. Where doubts as to dimensions exist, Agency shall determine the correct dimensions.

ARTICLE 4 SPECIFICATIONS AND DRAWINGS

4.1 GENERAL

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 Agency 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, two final sets of mylars of project record documents and specifications shall be submitted to the Agency by the Contractor.

- 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 Agency, 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 Agency 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 Agency 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 Agency.

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) Agency-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.
 - 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 Agency'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. Agency, 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 Agency, Contractor shall remove and replace or adjust work which is not in accordance with the instructions from Agency 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. Agency may charge back to the Contractor, time and expense associated with RFI's, as may be reasonably determined by the Agency to be unnecessary.

4.3.2 ADDITIONAL DETAILED INSTRUCTIONS

a. The Agency 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 Agency, 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. Agency will then consider such notice and, if in its judgment it is justified, the Agency 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 Agency by the Contractor showing detail of the proposed fabrication and assembly of structural elements and the installation (i.e., form, fir, 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 Agency 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 Agency 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 Agency 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 Agency, 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 Agency 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 Agency.
- **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 Agency 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 Agency. 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 Agency 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 Agency.
- **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 Agency. Samples which do not meet specification requirements will be rejected. Requests for testing of additional samples by Contractor may be made by the Agency 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 Agency 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 Agency.
- **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 Agency shall be the sole judge as to such matters. In the event that the Agency 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 Agency 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 Agency. When specifically requested by the Agency, 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 Agency's authorized representative, and shall be made without additional cost to the Agency, 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 Agency 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 Agency and Contractor.
- **6.1.2** If, in the opinion of the Agency, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, without additional cost to the Agency.

The Contractor shall submit any supplementary schedule or schedules in CPM form as the Agency 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 Agency'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 Agency, 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 Agency. It is and will be impracticable and extremely difficult to ascertain and determine actual damage which Agency will sustain by reason of such delay; and it is therefore agreed that Contractor will pay to Agency the sum of \$800.00 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 Agency 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 Agency 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 Agency in writing of such delay and its cause, in order that the Agency 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 Agency, 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 Agency at the time of their occurrence and found by the Agency 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 Agency 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 Agency, after receipt of such justification and supporting evidence, shall make its finding of fact. The Agency's decision shall be final and conclusive and the Agency will advise the Contractor in writing of such decision. If the Agency finds that the Contractor is entitled to any extension of Contract time, the Agency'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 Agency'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 Agency 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 Agency.

8.2 SUPERVISION

- **8.2.1** Within seven (7) days after the Notice to Proceed, the Contractor shall provide to the Agency 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 Agency. The Project Superintendent shall not be changed except with the consent of the Authorized Representative of Agency, unless the Superintendent proves to be unsatisfactory to the Contractor or ceases to be in his employ. The Agency 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 Agency 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 Agency. 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 Agency.

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 Agency'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 Agency. 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 Agency 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 Agency, 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 Agency shall notify the Contractor, who shall indemnify and hold harmless the Agency 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 Agency.
- **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 Agency. 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 Agency 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 Agency and without Agency 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 Agency, 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 Agency 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 Agency holidays and no work shall be performed outside of normal working hours without the prior written consent of the Agency. In any event, all work shall be subject to approval of the Agency. Prior to start of such work, the Contractor shall arrange with the Agency 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 Agency holidays, and such requests are granted, the Contractor shall bear all extra expense to the Agency for inspection and other incidental expenses caused by such overtime work. If contractors are requested, in the interest of the Agency, to work overtime by the Agency, or if overtime work is specifically required by these specifications, all extra expense of inspection will be paid by the Agency.

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 Agency, 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 and or Agency until authorized to remove them. If such marks are destroyed by the Contractor before their removal is authorized, the Agency 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 and or Agency premises to areas authorized or approved by the Agency.
- **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 Agency and shall be built with labor and materials furnished by the Contractor without expense to the Agency. 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 Agency, 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 and or Agency. Upon completing the Work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Agency.

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 Agency 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 Agency.
- **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 and Agency.

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 Agency 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 <u>Title 8 CCR General Industrial Safety Orders, Section 5208</u> 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 <u>Title 8 CCR</u>. General <u>Industrial Safety Orders</u>. 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 Agency.

ARTICLE 10 AGENCY/COUNTY-FURNISHED PROPERTY

10.1 AGENCY and or COUNTY -FURNISHED PROPERTY

- 10.1.1 The Agency and or 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 Agency 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 Agency.
- **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 Agency.

ARTICLE 11 BENEFICIAL OCCUPANCY

11.1 BENEFICIAL OCCUPANCY

- 11.1.1 The Agency shall have the right to take possession of or use any completed or partially completed portion of the Work. The Agency'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 Agency 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 Agency's

possession or use. If Contractor believes the partial possession or use by the Agency 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. Agency will then consider such request and, if in its judgment it is justified, the Agency will modify the contract in writing accordingly. In the event the Contractor disagrees with the Agency'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 Agency. The Agency 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 Agency inspections and tests are for the sole benefit of the Agency 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 Agency after Acceptance regarding latent defects, gross mistakes, fraud or the Agency's rights under any warranty or guarantee.
- **12.1.3** The presence or absence of an Agency 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 Agency'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 Agency. The Agency 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 re-inspection 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 Agency not to conform to contract requirements, unless in the public interest the Agency 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 Agency 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 Agency 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 Agency 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 Agency of its readiness for inspection and without the approval or consent of Agency. Should any such work be covered up without such notice, approval, or consent, it must, if required by Agency, be uncovered for examination at the Contractor's expense.
- 12.1.8 The Contractor shall notify the Agency at least one (1) work day in advance of the time scheduled for the inspection. Should the Contractor fail to notify the Agency 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 Agency. Should the Contractor request acceptance of such rejected work the Agency 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 Agency after receipt of such certification if the Agency approves of such certification.
- **12.1.9** If the Contractor does not promptly replace or correct rejected work, the Agency 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 Agency 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 Agency will pay for initial testing services specified to be performed by the Agency. 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 Agency 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, County of Riverside or City, such work shall be subject to inspection by the officials of such entities and it must pass inspection, in addition to Agency 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 Agency 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 Agency 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 Agency 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 Agency that the Work is complete, nor Acceptance thereof, shall operate as a bar to Agency'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 Agency 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 Agency. 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 and or Agency -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 Agency 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 Agency 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 Agency 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 Agency for extra architectural services required in the enforcement of Contractor's guarantee after Acceptance of the Work shall be paid to the Agency by the Contractor.
- **14.1.6** In the event of any emergency constituting an immediate hazard to health or safety of County and or Agency employees, property, or licensees, when caused by work of the Contractor that is not in accordance with the Contract requirements, the Agency 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 and Agency, unless directed otherwise by the Agency; and
 - c. Enforce all warranties for the benefit of the County and Agency, unless otherwise directed by the Agency.
- **14.1.8** This warranty shall not limit the Agency'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 Agency shall order the Contractor to provide such dust control. If the Contractor does not comply promptly with such order, the Agency 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 Agency. The Agency shall not be held responsible for schedule delays due to actions taken by Agency 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 Agency 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 Agency, 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 <u>Labor Code</u>, 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 and or Agency 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 <u>Labor Code</u> 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., 1st 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 Agency, 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 <u>Labor Code</u>.
- 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 Agency 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 Agency 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 Agency or 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 Agency, 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 Agency.
- 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 Agency, 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 Agency.

16.4.2 HANDICAPPED NON-DISCRIMINATION

This project is subject to Section 504 of the <u>Rehabilitation Act of 1973 as amended</u>, (29 U.S.C. 794), and the <u>Americans with Disabilities Act</u> of 1990, as amended, and all requirements imposed by the guidelines and interpretations issued thereto. In this regard, the Agency 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, emotion, 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 <u>Public Contract Code</u>, 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 Agency 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 Agency 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 Agency.
- 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 Agency, 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 Agency.

17.3 SUBCONTRACTS

- 17.3.1 Pursuant to the provisions of Sections 4100 to 4114 of the California <u>Public Contract Code</u>, inclusive, the Contractor shall not, without the consent of the Agency, either:
 - a. Substitute any persons as subcontractors in place of the subcontractors designated in his original bid without the consent of Agency. (The County's consent can only be given in cases permitted by <u>Public Contract Code</u> 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 <u>Public Contract Code</u>, his so doing shall be deemed a violation of this Contract, and the Agency 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 Agency reserves the right to make changes in the work without impairing the validity of the Contract. The Agency 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 Executive Director of the Redevelopment Agency for the County of Riverside in the manner and amounts specified by Board Policy B-11.
 - c. By written authorization, issued by the Executive Director of the Redevelopment Agency for the County of Riverside, 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 Agency, 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 Agency 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 Agency 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 Agency 's estimate of cost. If the change is issued based on the Agency 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 Agency 's estimate was in error.
- 19.1.5 If the Agency 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 Agency may issue a Construction Change Directive and the contractor shall proceed with the work. The Agency 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 Agency's estimate, a change order will be issued by the Agency. If no agreement can be reached, the Agency 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 Agency, 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 Agency agrees, a proposed change order will be issued on the Agency '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 Agency, except that when, in the opinion of the Agency, 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 Agency 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 subcontractor 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 Agency'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 Agency 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 subsubcontractors.
- 19.1.13 For added or deducted work furnished by a vendor or supplier, the Contractor shall furnish to the Agency 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 Agency 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 Agency 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 Agency, 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 Agency.

- (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 Agency.
- (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 Agency.

b. Change Orders:

- (1) Change orders shall be prepared in accordance with the project contract.
- (2) No insurance costs are paid by Agency, 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 Agency, and approved by the Agency. 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 Agency, and approved by the Agency. 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 Agency.
- (6) Material transportation costs are paid by Agency when justified in the opinion of the Agency, and approved by the Agency'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 Agency. 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 Agency 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 Agency.

- **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 Agency shall pay the Contractor the price as provided in this Contract.
- **20.1.2** The Agency shall make progress payments monthly as the Work proceeds, on estimates approved by the Agency. The Contractor shall furnish a breakdown of the total contract price, in a format provided by the Agency, 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 Agency 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 Agency 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 Agency will review the requested percentage of completion for each activity. The payment request will be in the format as provided by the Agency and will refer to the schedule.
- **20.1.6** Upon receipt of a payment request, the Agency 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 Agency shall accrue interest to the Contractor equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the California <u>Code of Civil Procedure</u>. The number of days available to the Agency to make a payment without incurring interest pursuant to this section shall be reduced by the number of days by which the Agency 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 Agency, 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 <u>Public Contract Code</u> 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 Agency 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 Agency 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 Agency, the Agency shall withhold the amount required plus 25% from certificates until such claims shall have been resolved pursuant to applicable law. California <u>Civil Code</u> Section 3179 et seq.
- **20.1.13** At the election of the Agency, 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 Agency, 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 Agency to require the fulfillment of all of the terms of the contract.

20.2 FINAL PAYMENT

20.2.1 GENERAL

- a. The Agency 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 Agency 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 Agency, to indemnify him against any lien.

20.2.2 FINAL CERTIFICATE FOR PAYMENT

- a. When the work is ready for acceptance by the Agency, Agency will certify and submit to the Board of Directors 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 Agency 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 Agency shall so certify authorizing the final payment.

20.2.3 FINAL PAYMENT

- a. After Acceptance of Work, the Agency will submit to Contractor a statement of the sum due Contractor under this contract, together with Agency 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 Agency, 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 Agency of non-compliance with any requirement of this Contract, fails to promptly initiate appropriate action to comply with the specified requirement, the Agency 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 Agency 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 Agency may designate, and the Agency 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 Agency 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 Agency 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 Agency 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 Agency shall immediately serve written notice thereof upon the surety and the Contractor, and the Agency 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 Agency for any excess cost occasioned the Agency thereby, and in such event the Agency 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 Agency may, without prejudice to any other right or remedy, terminate the Contract.

- b. The Agency may terminate performance of work under this Contract in whole or in part, if the Agency determines that a termination is in the Agency's interest. The Agency 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 Agency, 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 Agency, 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 Agency, transfer title and deliver to the Agency (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 Agency.
 - (6) Complete performance of work not terminated.
 - (7) Take any action that may be necessary, or that the Agency 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 Agency has or may acquire an interest.
 - (8) Use its best efforts to sell, as directed or authorized by the Agency, 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 Agency. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Agency under this

contract, credited to the price or cost of the work, or paid in any other manner directed by the Agency.

- d. After termination, the Contractor shall submit a final termination settlement proposal to the Agency in the form and with the certification prescribed by the Agency. 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 Agency 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 Agency 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 Agency fail to agree on the whole amount to be paid the Contractor because of the termination of work, the Agency 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 Agency 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 Agency 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 Agency shall exclude from the amounts payable to the Contractor the fair value, as determined by the Agency, 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 Agency.
 - 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 Agency 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 Agency.
- j. If the termination is partial, the Contractor may file a proposal with the Agency for a Change Order of the price(s) of the continued portion of the Contract. The Agency 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 Agency.
- k. The Agency 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 Agency 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 Agency 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 Agency, 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 <u>Public Contract Code</u> 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 <u>Public Contract Code</u> 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 Agency, 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 Agency may request a Profit & Loss statement and supporting documentation from Contractor. If requested, such documentation must be submitted for the Agency 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 Agency, 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 Agency shall provide notification to the Contractor within a reasonable time after receipt of any third-party claim relating to the Construction Contract.

PROJECT DIRECTORY

OWNER:

RIVERSIDE COUNTY EDA

3403 10TH STREET RIVERSIDE, CA 92501 PH: 951-955-8764 FAX: 951-9554890

CONTACT: REBECCA TSAGRIS

ARCHITECT:

HOLT ARCHITECTS, INC

70-225 HIGHWAY 111, SUITE D RANCHO MIRAGE, CA 92270

(760) 328-5280 FAX: (760) 328-5281

E-MAIL: tholtl@holtarchitects.net

TIM HOLT, A.I.A., PRINCIPAL ARCHITECT

CIVIL:

WEBB ASSOCIATES

3788 McCRAY STREET RIVERSIDE, CA 92506 PH 951-248-4276 FAX 951-778-1256

CONTACT: ROBERT "BERNIE" BERNDT

STRUCTURAL ENGINEER:

BUEHLER & BUEHLER

600 Q. STREET, SUITE 200 SACRAMENTO, CA 95814

PH: 916-443-0303 FAX: 916-443-0313

CONTACT: RYAN MILLER

MECHANICAL ENGINEER:

MRC ENGINEERING, INC

72-880 FRED WARING DRIVE, SUITE C-11

PALM DESERT, CA 92260

PH: 760-340-9005 FAX: 760-340-9100

CONTACT: BIBI MOSCOVICI

ELECTRICAL ENGINEER:

MRC ENGINEERING, INC

72-880 FRED WARING DRIVE, SUITE C-11

PALM DESERT, CA 92260

PH: 760-340-9005 FAX: 760-340-9100

CONTACT: VICTOR LEON

DOOR HARDWARE CONSULATINT:

IR SECURITY

6248 RAMONA AVE ALTA LOMA, CA 91737 PH: 909-987-4811 FAX: 909-987-1303

CONTACT: JIM ST PIERRE

STORAGE SYSTEMS CONSULTANT:

McMURRY STERN

15511 CARMENITA ROAD SANTA FE SPRINGS, CA 90670

PH: 562-623-3000 FAX: 760-623-3039 CONTACT: DAVE CAGLE

ALTERNATES

PART 1 -- GENERAL

1.01 SUMMARY

Division 0, Contract Requirements and Division 1, General Conditions apply to this Section.

1.02 DESCRIPTION

- A. Work Included: Provide alternative bid proposals as described in this Section.
- B. Procedures:
 - 1. Provide alternative proposals to be added to or deducted from the amount of the Base Bid if the Owner accepts the corresponding change in scope.
 - 2. Include within the alternative bid prices all costs, including labor, materials, installations, and fees.
 - 3. Show the proposed alternative amounts opposite their proper description on the Contractor's Proposal.
- C. Acceptance or Rejection:
 - 1. Acceptance or rejection of Alternate Bids is subject to Owner's discretion. The Owner reserves the right to award any or none of the Alternate Proposal items as the Owner may deem to be in its best interests and without regard to the order in which such items are listed in the Proposal.

*** END OF SECTION ***

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POST BID INTERVIEW

PART 1 -- GENERAL

1.01 SUMMARY

Division 0, Contract Requirements and Division 1, General Conditions apply to this Section.

1.02 DESCRIPTION

This Section requires the apparent low bidder to attend and participate in a POST BID INTERVIEW with the OWNER and ARCHITECT, prior to award of any contract by the OWNER. The POST BID INTERVIEW will be conducted by the ARCHITECT within fifteen (15) calendar days after the date of bid. The Interview will take place at the Owner's Office.

1.03 PURPOSE

- A. Contractor acknowledgment of a complete and accurate bid.
- B. Contractor submission of a fair and equitable bid.
- C. Fair comparisons of bid.

1.04 REQUIRED ATTENDANCE

- A. A duly authorized representative of the apparent low bidder is required to attend the POST BID INTERVIEW, in person.
- B. The apparent low bidder's authorized representative must have signatory authority on behalf of the apparent low bidder.

1.05 POST BID INTERVIEW PROCEDURE

- A. The ARCHITECT will review the Bidder's Proposal with the attendees.
- B. The ARCHITECT will review the Contract Documents with the attendees, including but not limited to:
 - 1. Insurance
 - 2. Bonding
 - 3. Addenda
 - 4. Pre-Bid Clarifications
 - 5. Bid / Voluntary Alternates
 - 6. Schedule of Values for all Sub-Contractor Work listed according to the Table of Contents for the Project Manual.
 - 7. Value Engineering
 - 8. The Contract Plans
 - 9. The Contract Specification
 - 10. Critical Materials
 - 11. General Contract Schedule Requirements
 - 12. Prevailing Wage Requirements

- 13. Liquidated Damages
- 14. Required Docs for Contract Administration
- 15. Contract Coordination Requirements

1.06 POST BID INTERVIEW DOCUMENTATION

The ARCHITECT will document the POST BID INTERVIEW on the form attached to this Section. The apparent low bidder is required to sign the POST BID INTERVIEW documentation. The POST BID INTERVIEW Documentation is a Contract Document, and all items recorded in the POST BID INTERVIEW Documentation are part of the Contract and shall be enforced accordingly.

PART 2 -- INFORMATION

2.01	BIDDER INFORMATION	<u>NC</u> :		
	A. Name:			<u> </u>
	B. Phone:		 _	
	C. Fax:		 <u> </u>	
	D. Date:			
	E. Time:	· · · · · · · · · · · · · · · · · · ·		
2.02	INTRODUCTIONS / SI	IGN-IN:		
	A. Contractor:			
	2 .			
	3.			
	B. Owner:			
	2		· · · · · · · · · · · · · · · · · · ·	
	3.	m	 •	
	C. Architect:			
	2.			
	3.			-

PART 3 -- INTERVIEW

3.01	PURPOSE OF INTERVIEW IS TO ASSURE:				
	Contractor acknowledgment of a complete and accurate bid.				
	B. Contractor submission of a fair and equitable bid.				
	C. Fair comparisons of bid.				
3.02	PROPOSED CONTRACT:				
3.03	CONTRACTUAL REQUIREMENTS:				
	A. Can you meet all specified insurance requirements?	Yes	No		
	B. Are you prepared to bind every subcontractor, supplier, and vendor, to the contract as far such terms are applicable to each subcontractors work?	terms of	the		
		Yes	No		
	C. Acknowledge that you are required to comply with the prevailing wage Require				
		Yes	No		
	D. Acknowledge that you are required to comply with the PM-10.	Yes	No		
	E. Acknowledge inclusion in the bid of alternates? N/A	Yes	No		
	F. Acknowledge inclusion in the bid of allowance?	Yes	No		
	1.				
	2.				
	3.				
	4.				
	5.				
3.04	SCOPE OF WORK:				
	A. Are the plans and specifications clear and understandable?				
		Yes	No		
	B. Do you have a complete understanding of your Scope of Work under the pre- Agreement?	oposed			
	, igrocincite:	Yes	No		
	C. Are there any items that need to be identified or require clarification?	Yes	No		
	If yes, please identify item.				
	1.				
	2	=			
		_			

		3.		
		4		
		5	_	
	_	la (ara) the cost(a) for the above there (as analizable) included in view prope	 	2
	D.	Is (are) the cost(s) for the above items (as applicable) included in your propo	sai ilen	ns?
			Yes	No
	E.	Review bid alternatives (if applicable) NONE	Yes	No
	•	1.	_	
		2.	_	
		3	_	
		4		
		5	_	
3.05	SC	CHEDULE:		
	A.	Do you acknowledge the construction duration stipulated in the Contract?	Yes	No
	B.	Will you provide Cost and Manpower loading for your construction schedule a the required seven (7) calendar days, per the Contract?	activitie	s to within
		(Section 01320 – Project Construction Schedule)	Yes	No
	C.		all sche	edule
		activities if the requirement occurs?	Yes	No
	_	Wasta balancia I. I. O		
	D.	If not, what must change and why?		
		·		
		· · · · · · · · · · · · · · · · · · ·		<u>-</u>
				_
				
	E.	Identify critical materials, deliveries and dependencies (long lead), including 0 items that could affect the completion of your work.)wner i	Furnished
		1		
		2.		
		3.		
		4.		_
		5		
				

6.	
7.	

F. You have reviewed the "Time for Completion" set forth in the Agreement, and you further understand the County MAY assess liquidated damages if you fail to complete this Project within same. You further understand any delays caused by you or your subcontractors WILL require your company to accelerate the Work upon written direction by the County, in order to complete this Project on time, as stipulated in the Agreement.

Yes No

G. You agree that failure to meet the completion date is just cause for the County to assess and retain Liquidated Damages in accordance with the Contract Documents. Yes No

CONTRACTOR COMM	ENTS / SUGGESTIONS:
A	
В.	
C	
D	
E	
F	
Н	
AGREEMENT:	
costs for all work are in and I am authorized to s	ledges your agreement to perform all work discussed herein, and accurate in your proposal. The foregoing information is true and accurate isign as an officer of the company I am representing.
Signature:	
Name:	
Title:	
Date:	· · · · · · · · · · · · · · · · · · ·
WITNESS:	
Architect	
Company Name:	
Signature:	
Signature: Name:	
Name:	

PROJECT COORDINATION

PART 1 -- GENERAL

1.01 SUMMARY

Division 0, Contract Requirements and Division 1, General Conditions apply to this Section.

1.02 DESCRIPTION

- A. Provide coordination required to ensure orderly progress and timely completion of the Work in conformance with the reviewed design and schedule.
- B. Interfacing: It shall be solely the responsibility of the Contractor to make sure that each Subcontractor completes in a timely manner the assigned Work and that interfaces are prepared, are connected, and function as required.

1.03 QUALITY ASSURANCE

- A. Familiarity with Contract Documents:
 - 1) Contractor and Subcontractors shall conduct a study necessary to become completely familiar with requirements. Applicable requirements indicated or described in the Contract Documents, and the publications referred to, are a part of the Work required as though repeated in each such Section.
 - 2) In the event discrepancies or conflicts are encountered, notify the Architect immediately. Where there is a discrepancy between different parts of the Contract Documents, including referenced codes and standards, the documents requiring the higher quality, the greater quantity, or the more difficult Work shall govern, unless determined otherwise by the Architect.
 - 3) Promptly distribute required information to parties concerned and ensure the needed actions are taken.
- B. Reporting: The Contractor's data transmittals to the Architect for the Architect's review, unless otherwise noted by the Contractor in his transmittals, will be construed as stipulating that the Contractor has thoroughly and completely reviewed and coordinated the data prior to transmittal.

1.04 SUBSTITUTION

Substitutions will be considered per Article 5 of the General Conditions.

1.05 SUBMITTALS

In accordance with Article 5 of the General Conditions.

1.06 REQUEST FOR INFORMATION

- A. The General Contractor shall plan, schedule, coordinate and sequence Work so "Request for Information" (RFI's), if necessary, may be submitted to the Architect in a timely manner so as not to delay progress of Work. Submission of and responses to RFI's, with copies to Owner, shall be transmitted via FAX or email.
- B. No RFI will be answered until Contractor submits a "Construction Schedule". The Construction Schedule shall be based on the Specification Sections. The Construction Schedule shall establish starting and ending dates for Work in each Section. The Construction Schedule shall be updated monthly and delivered to Architect and Owner at the "Request for Payment" meeting. If Architect and Owner do not receive the Construction Schedule by that date, Architect's response to pending RFI's will be delayed by the same number of days as the days the Construction Schedule is late.

- C. The Architect shall endeavor to respond to a RFI within five (5) working days after receipt of RFI. If RFI requires consultant's acknowledgment, an additional five days shall be allowed for review. The Contractor shall accommodate this time frame in his timely submission of RFI's.
- D. No damages for delay due to RFI response beyond allotted time will be allowed, unless Contractor can show that RFI was not foreseeable with proper planning, scheduling, coordination, and sequencing and the Architect's late response delayed timely purchase or delivery of equipment or material, or limited construction personnel from proceeding with their task(s), within previously listed Construction Schedule activity period(s).

PART 2 -- PRODUCTS

(None required)

PART 3 -- EXECUTION

3.01 PLANNING THE WORK

By thorough advance planning of activities, coordinate the following in addition to other coordination activities required:

- 1. Materials, services, and equipment purchasing.
- 2. Shipping.
- 3. Receipt and storage at the site.
- 4. Installation, including interface with related items.
- 5. Inspection and testing, to the extent required under the Contract.
- 6. Assistance in initial start-up and operational tests.
- 7. Completion of the Work, including removal and disposal of Contractor's surplus material and equipment, and final cleaning of structures and sites.

3.02 METHODS

Coordination methods, means and techniques used by the Contractor are at the Contractor's option, except that the Architect may disapprove Work completed by the Contractor or data submitted by the Contractor when, in the Architect's judgment, coordination has been inadequate to ensure the specified quality.

*** END OF SECTION ***

SUPPORTING FROM STRUCTURE

PART 1 -- GENERAL

1.01 SUMMARY

Division 0, Contract Requirements and Division 1, General Conditions apply to this Section.

1.02 SCOPE

Work Included:

- 1. This section provides guidelines and limitations for supporting all mechanical, electrical, plumbing or architectural items from the building structure, and for seismic bracing for all such items.
- 2. Design and install all support and bracing systems except as noted. Provide for attachment to portions of the building structure capable of bearing the loads imposed. Design systems to not overstress the building structure.

Work Not Included:

- The Contractor is not required to design support and bracing for items for which the contract documents provide specific attachment, support, and bracing. Items specifically noted in the CBC as not requiring bracing may be exempt from seismic bracing if all conditions of attachment in the CBC are complaint. Seismic bracing is not typically required for the following items:
 - a. Gas piping less than 1 inch inside diameter.
 - Piping for boilers and mechanical equipment less than 1.25 inches inside diameter.
 - c. All other piping less than 2.5 inches inside diameter, unless racked together.
 - d. All piping and duct suspended by individual hangers 12 inches or less in length with flexible connections.
 - All rectangular air handling ducts less than 6 square feet in cross sectional area.
 - f. All round air handling ducts less than 28 inches in diameter.
 - g. All electrical conduits less than 2.5 inches inside diameter, unless racked together.

1.03 RELATED WORK (See also Table of Contents)

Information relating solely to mechanical or electrical work is included under those divisions, except as specifically indicated herein.

1.04 SUBSTITUTIONS

Substitutions will be considered per Article 5 of the General Conditions.

1.05 QUALITY ASSURANCE

A. General:

- Design and install all support systems to comply with the requirements of the 2007 California Building Code Chapter 16.
- 2. For seismic bracing design engage the services of a structural engineer licensed in California.

- 3. For guidelines regarding seismic bracing for mechanical, electrical and plumbing systems, refer to the Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA), "Guidelines for Seismic Restraints of Mechanical Systems and Plumbing Piping Systems". Where SMACNA guidelines deviate from CBC requirements, CBC requirements shall govern
- B. Standards and References: (Latest Edition unless specified otherwise)
 - 1. The General Conditions, Supplementary Conditions, and applicable portions of Division 1 apply to the work of this Section as if printed herein.
 - 2. If the year of the adoption or latest revision is omitted from the designation, it shall mean the specification, manual or test designation in effect the date of Notice to Proceed with the Work given.
- C. Submittals: (In accordance with Article 5 of the General Conditions)
 - 1. Submit shop drawings for all substructures and attachment methods.
 - Submit proposed alternative methods of attachment for review by the Architect, prior to deviating from the requirements given below.
 - 3. For all seismic bracing systems, submit structural calculations and details prepared and signed by the Contractor's licensed engineer which include all resultant forces applied to the building structure. Do not overstress building structure. Calculations will be reviewed for compliance with design criteria, not for arithmetic.

PART 2 -- PRODUCTS

2.01 MATERIALS

- A. Furnish all substructures and fasteners required to comply with the limitations given below. Use materials as specified in the various sections and as appropriate to the use.
- B. All exterior materials: hot dipped galvanized or stainless steel.

PART 3 -- EXECUTION

3.01 GUIDELINES AND LIMITATIONS

- A. The General Contractor shall coordinate the load requirements from all sub-contractors so that no combination of loads exceeds the limitations given below without written approval.
- B. Maximum Loading: Attach no loads greater than the following without specific approval of the Structural Engineer.
 - Metal deck without concrete fill acoustical tile and gypsum board ceilings only; no piping, ducting or conduit. Maximum ceiling weight - 3.5 psf. Maximum wire hanger load = 60#.
 - 2. Metal deck with concrete fill ceilings as indicated for metal deck without concrete fill above, plus electrical conduits, gas piping and ducting not exceeding 3.0 psf. Maximum point load from trapeze = 200 lbs. at 8'-0" cc each way. Mechanical units hung from concrete filled deck shall not exceed 500 lbs.
 - 3. Steel beams and girders: water and gas piping, electrical conduits, ducting and trapeze of same not to exceed 3.0 psf. Maximum load on a single span = 600#. Mechanical units hung from beams shall not exceed 1000# unless specifically indicated on structural plans.

- 4. Cast-In-Place concrete slabs ceilings, piping, conduit and ducts shall not exceed 10 psf. Maximum hanger load 600#. Mechanical units hung from slabs shall not exceed 800#.
- 5. Wood sawn joists loads from ceilings, piping, conduit and ducting shall not exceed 5.0 psf. Maximum concentrated load = 300 lbs. per joist.
- 6. Steel Joists Loads from ceiling, piping, conduit and ducting shall not exceed 8 psf. Maximum concentrated load = 500 lbs. per joist.

3.02 SEISMIC BRACING

- A. In applying formulas from Chapter 16 of the 2007 CBC the value for Ip (importance factor) shall be assumed to be no less than 1.0. See structural drawings for other seismic factors.
- B. Design and install seismic bracing so as not to ground out vibration and sound isolation items.

END OF SECTION

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PROJECT MEETINGS

PART 1 -- GENERAL

1.01 SUMMARY

Division 0, Contract Requirements and Division 1, General Conditions apply to this Section.

1.02 DESCRIPTION

- A. Work Included: To enable orderly review during progress of the Work, and to provide for systematic discussion of problems, the Architect will conduct project meetings throughout the construction period.
- B. The Contractor's relations with his subcontractors and materials suppliers, and discussions relative thereto, are the Contractor's responsibility and normally are not part of project meetings content.

1.03 QUALITY ASSURANCE

For those persons designated by the Contractor to attend and participate in project meetings, provide required authority to commit the Contractor to solutions agreed upon in the project meetings.

1.04 SUBSTITUTIONS

Substitutions will be considered per Article 5 of the General Conditions.

1.05 SUBMITTALS

- A. In accordance with Article 5 of the General Conditions.
- B. Agenda items: To the maximum extent practicable, advise the Architect at least 24 hours in advance of project meetings regarding items to be added to the agenda.
- C. Minutes:
 - 1. The Architect will compile minutes of each project meeting, and will furnish copies to the Contractor and to the Owner.
 - 2. Recipients of copies may make and distribute such other copies as they wish.

PART 2 -- PRODUCTS

(No products are required in this Section.)

PART 3 -- EXECUTION

3.01 MEETING SCHEDULE

- A. Progress Review Meetings will be held weekly, except for the Pre-Construction Meeting, which will occur as described below. Additional meetings will be held as needed in order to accomplish the Project Schedule.
- B. Progress Review Group will coordinate as necessary to establish mutually acceptable schedule for meetings.

3.02 MEETING LOCATION

To the maximum extent practicable, meetings will be held at the job site.

3.03 PRE-CONSTRUCTION MEETING

- A. A Pre-Construction Meeting will be held within 15 working days after the Owner has issued the Notice to Proceed.
 - 1. Provide attendance by authorized representatives of the Contractor and major subcontractors.
 - 2. The Architect will advise other interested parties, including the Owner, and request their attendance.
- B. Minimum agenda: Data will be distributed and discussed on at least the following items:
 - 1. Organizational arrangement of Contractor's forces and personnel, and those of subcontractors, materials, suppliers, and Architect.
 - 2. Channels and procedures for communication.
 - 3. Construction schedule, including sequence of critical work. (To be presented by Contractor)
 - 4. Contract Documents, including distribution of required copies of original Documents and revisions.
 - 5. Processing of Shop Drawings and Submittals to the Architect.
 - 6. Processing of Requests For Information (RFI's).
 - 7. Processing of Requests for Proposal, field decisions, and Change Orders.
 - 8. Rules and regulations governing performance of the work.
 - 9. Procedures for safety and first aid, security, quality control, housekeeping, and related matters.
 - 10. Format and procedures for submitting "Application and Certificate for Payment" and "Schedule of Values" forms.

3.04 PROJECT MEETINGS

A. Attendance:

- 1. To the maximum extent practicable, assign the same person or persons to represent the Contractor at project meetings throughout progress of the Work.
- 2. Subcontractors, materials suppliers, and others may be invited to attend those project meetings in which their aspect of the Work is involved.

B. Minimum agenda:

- 1. Review, revise as necessary, and approve minutes of previous meetings.
- Review progress of the Work since last meeting, including status of submittals for review.
- 3. Identify problems that will impede planned progress.
- 4. Develop corrective measures and procedures to regain planned schedule.
- 5. Complete other current business.

C. Revisions to minutes:

- Unless published minutes are challenged in writing prior to the next regularly schedule progress meeting, they will be accepted as properly stating the activities and decisions of the meeting.
- 2. Persons challenging published minutes shall reproduce and distribute copies of the challenge to all indicated recipients of the particular set of minutes.

3. Challenge to minutes shall be settled as priority portion of "old business" at the next regularly scheduled meeting.

*** END OF SECTION ***

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CONSTRUCTION SCHEDULES

PART 1 -- GENERAL

1.01 SUMMARY

Division 0, Contract Requirements and Division 1, General Conditions apply to this Section.

1.02 DESCRIPTION

A. Work Included: To assure adequate planning and execution of the Work so that the Work is completed within the number of Calendar days allowed in the Contract, and to assist the Architect in appraising the reasonableness of the proposed schedule and in evaluating progress of the Work, prepare and maintain the schedules and reports described in this Section.

B. Related work:

1. Construction period: According to Form of Agreement between Owner and Contractor.

C. Definitions:

 "Day," as used through the Contract unless otherwise stated, means "Calendar Day."

1.03 QUALITY ASSURANCE

- A. Employ a scheduler who is thoroughly trained and experienced in compiling construction schedule data, and in preparing and issuing periodic reports as required below.
- B. Perform Data Preparation, Analysis, Charting, and updating in accordance with standards accepted by the Architect.
- C. Reliance upon the accepted schedule:
 - 1. The construction schedule as accepted by the Architect will be an integral part of the Contract and will establish interim completion dates for the various activities under the Contract.
 - 2. Should any activity not be completed within 15 days after the stated scheduled date, the Owner shall have the right to require the Contractor to expedite completion of the activity by whatever means the Owner deems appropriate and necessary, without additional compensation to the Contractor.
 - 3. Should any activity be 30 days or more behind schedule, the Owner shall have the right to perform the activity or have the activity performed by whatever method the Owner deems appropriate.
 - 4. Contractor shall reimburse any costs incurred by the Owner and by the Architect in connection with expediting construction activity under this Article.
 - 5. If it is expressly understood and agreed that failure by the Owner to exercise the option either to order the Contractor to expedite an activity or to expedite the activity by other means shall not be considered to set a precedent for any other activities.

1.04 SUBSTITUTIONS

Substitutions will be considered per Article 5 of the General Conditions.

1.05 SUBMITTALS

- A. In accordance with Article 5 of the General Conditions.
- B. Preliminary analysis: Within seven calendar days after the Contractor has received the Owner's Notice to Proceed, submit one reproducible copy and four prints of a preliminary construction schedule prepared in accordance with Part 3 of this Section. This Schedule shall be reviewed at the pre-construction meeting.
- C. Construction schedule: Within 30 calendar days after the Contractor has received the Owner's Notice to Proceed, submit one reproducible copy and four prints of a construction schedule prepared in accordance with Part 3 of this Section.
- D. Periodic reports: At the time of Application for Payment for each month following the submittal described in Paragraph 1.03-C above, submit four prints of the construction schedule updated as described in Part 3 of this Section.

PART 2 -- PRODUCTS

2.01 CONSTRUCTION ANALYSIS

- A. Graphically show by bar chart the order and interdependence of all activities necessary to complete the Work, and the sequence in which each activity is to be accomplished, as planned by the Contractor and his project field superintendent in coordination with all subcontractors whose work is shown on the diagram.
- B. Include, but not necessarily limit indicated activities to:
 - 1. Project mobilization.
 - 2. Submittal and review of Shop Drawings and Samples.
 - 3. Procurement of equipment and critical materials.
 - 4. Fabrication of special material and equipment, and its installation and testing.
 - 5. Final clean up.
 - 6. Final inspecting and testing.
 - 7. All activities by the Architect that effect progress, required dates for completion, or both, for all and each part of the Work.

PART 3 -- EXECUTION

3.01 PRELIMINARY ANALYSIS

A. Contents:

- 1. Show all activities of the Contractor under this Work for the period between receipt of Notice to Proceed and submittal of construction schedule required under Paragraph 1.03-C above.
- Show the Contractor's general approach to remainder of the Work.
- 3. Show cost of all activities scheduled for performance before submittal and acceptance of the construction schedule.
- B. Submit in accordance with Paragraph 1.03-C above.

3.02 CONSTRUCTION SCHEDULE

A. As soon as practicable after receipt of Notice to Proceed, complete the construction analysis in preliminary form, meet with the Architect, review contents of the proposed construction schedule, and make all revisions agreed upon.

B. Submit in accordance with Paragraph 1.03-C above.

3.03 PERIODIC REPORTS

As required under Paragraph 1.03-D above, update the accepted construction schedule.

- 1. Indicate "actual" progress in percent completion for each activity.
- 2. Provide written narrative summary of revisions causing delay in the program, and an explanation of corrective actions taken or proposed.

3.04 REVISIONS

Make only those revisions to accepted construction schedule as are accepted in advance by the Architect.

*** END OF SECTION ***

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January 10, 2011

Albert A. Webb Associates 3788 McCray Street

Riverside, CA 92506-2973 Attention: Mr. Robert Berndt

Subject:

Revised Recommendations

Proposed Sheriff's Station Expansion

7477 Mission Boulevard Riverside County, California

Subject:

Geotechnical Investigation

Proposed Sheriff's Station Expansion

7477 Mission Boulevard Riverside County, California

Report by C.H.J., Incorporated, Dated November 1, 2010

Job No. 10595-3

Dear Mr. Berndt:

Per the request of Mr. Ryan J. Miller of Buehler & Buehler Structural Engineers, Inc., we have prepared this letter to provide revised recommendations for the subject project.

PREPARATION OF FILL AREAS:

Prior to placing fill and after the subexcavation bottom has been observed and approved, the surfaces of all areas to receive fill should be scarified to a depth at least 6 inches. The scarified soils should be brought to between optimum moisture and 2 percent above and recompacted to a relative compaction of at least 90 percent in accordance with ASTM D 1557.

PREPARATION OF FOOTING AREAS:

Conventional spread footings should rest upon at least 12 inches of properly compacted, non-expansive material, or approved competent native materials. The subexcavation should horizontally extend beyond the footing line a minimum distance of 5 feet at the base of the excavation, where possible. The bottom of this excavation should then be scarified to a depth of at least 6 inches, brought to between optimum moisture content and 2 percent above, and recompacted to a minimum of 90 percent relative compaction in accordance with ASTM D 1557 prior to refilling the excavation to grade as properly compacted fill.

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Job No. 10595-3



Page No. 2 Job No. 10595-3

FOUNDATION DESIGN:

If the site is prepared as recommended, the proposed warehouse structure may be founded on conventional spread foundations, either individual spread footings and/or continuous wall footings, bearing entirely on a minimum of 12 inches of compacted fill or approved competent native materials with a minimum of 6 inches scarification. Footings should be a minimum of 12 inches wide and should be established at a minimum depth of 12 inches below the lowest adjacent final subgrade level.

For the minimum width and depth, footings may be designed for a maximum safe soil bearing pressure of 2,300 pounds per square foot (psf) for dead plus live loads. This allowable bearing pressure may be increased by 650 psf for each additional foot of width and by 1,100 psf for each additional foot of depth to a maximum safe soil bearing pressure of 3,500 psf for dead plus live loads.

These bearing values may be increased by one-third for wind or seismic loading.

For footings thus designed and constructed, we would anticipate a maximum settlement of less than 0.5 inch. Differential settlement between similarly loaded adjacent footings is expected to be approximately one-half the total settlement not exceeding 1 inch across 40 feet.

CLOSURE

This letter should be considered as a part of referenced Geotechnical Investigation report.

We appreciate this opportunity to be of service and trust this letter provides the information desired at this time. Should you have any questions or comments, please do not hesitate to contact this firm at your convenience.

Respectfully submitted,

C.H.J., INCORPORATED

Fred Yi, Ph.D., A.C.E. 71059

Robert J. Johnson, G.E. 443 President 01-10-11

01-10-11

No. 71059 Exp. 06:30:11

OF CALIFO

FY/RJJ:ndt

Distribution: Albert A. Webb Associates (6)



GEOTECHNICAL INVESTIGATION
PROPOSED SHERIFF'S STATION EXPANSION
7477 MISSION BOULEVARD
RIVERSIDE COUNTY, CALIFORNIA
PREPARED FOR
ALBERT A. WEBB ASSOCIATES
JOB NO. 10595-3



1355 E. Cooley Drive, Colton, CA 92324 • Phone (909) 824-7210 • Fax (909) 824-7209
15345 Anacapa Road, Suite D, Victorville, CA 92392 • Phone (760) 243-0506 • Fax (760) 243-1225
43100 Cook Street, Suite 103, Palm Desert, CA 92211 • Phone (760) 636-8476 • Fax (909) 824-7209

November 1, 2010

Job No. 10595-3

Albert A. Webb Associates 3788 McCray Street Riverside, CA 92506-2973 Attention: Mr. Robert Berndt

Dear Mr. Berndt:

Attached herewith is the Geotechnical Investigation report prepared for the proposed Sheriff's Station Expansion, to be located at 7477 Mission Boulevard in the Rubidoux area of Riverside County, California.

This report was based upon a scope of services generally outlined in our proposal letter, dated October 22, 2010, and other written and verbal communications.

We appreciate this opportunity to provide geotechnical services for this project. If you have questions or comments concerning this report, please contact this firm at your convenience.

Respectfully submitted,

C.H.J., INCORPORATED

Fred Yi, Ph.D., R.C.E. Project Engineer

FY:ndt

Distribution: Albert A. Webb Associates (6)



TABLE OF CONTENTS

P	PAGE
INTRODUCTION	 í
SCOPE OF SERVICES	1
PROJECT CONSIDERATIONS	2
FIELD INVESTIGATION	2
LABORATORY INVESTIGATION	3
SUBSURFACE SOIL CONDITIONS	3.
SEISMIC DATA	4
GROUNDWATER AND LIQUEFACTION	4
FLOODING AND EROSION	5
CONCLUSIONS AND RECOMMENDATIONS	5
Design Acceleration Parameters General Site Grading Initial Site Preparation Preparation of Fill Areas Preparation of Footing Areas Compacted Fills Slope Construction Slope Protection Foundation Design Lateral Loading Slabs-On-Grade Expansive Soils Soil Corrosion Preliminary Flexible Pavement Design Pre-Job Conference Construction Observation	5 6 7 7 8 8 8 9 9 10 10 11 12 12
LIMITATIONS	13
CLOSURE	14
REFERENCES	15



TABLE OF APPENDICES

	ENCLOSURE
APPENDIX "A" - GEOTECHNICAL MAPS Index Map Site Plan	"A-1" "A-2"
APPENDIX "B" - EXPLORATORY LOGS Key to Logs Soil Classification Chart Exploratory Borings	"B" (10f2) "B" (20f2) "B-1"-"B-4"
APPENDIX "C" - LABORATORY TESTING Test Data Summary Grain Size Distribution Moisture Density Relationship Direct Shear Test R-value Test AC Structural Section Design Corrosivity Test Results	"C-1" "C-2" "C-3" "C-4"-"C-5" "C-6" "C-7" "C-8"



GEOTECHNICAL INVESTIGATION PROPOSED SHERIFF'S STATION EXPANSION 7477 MISSION BOULEVARD RIVERSIDE COUNTY, CALIFORNIA PREPARED FOR ALBERT A. WEBB ASSOCIATES, INC. JOB NO. 10595-3

INTRODUCTION

During October and November of 2010, a geotechnical investigation was performed by this firm for the proposed Sheriff's Station Expansion, to be located at 7477 Mission Boulevard in the Rubidoux area of Riverside County, California.

We previously performed a geotechnical investigation for the existing Sheriff's Station, dated November 1997 (Job No. 97691-3, dated November 10, 1997). The purpose of this current investigation was to explore and evaluate the geotechnical conditions in the expansion area of the subject site, and to confirm and update, if needed, the geotechnical recommendations contained in the previous report for design and construction of the proposed expansion.

To orient our investigation at the site, an electronic copy of a 30-scale Grading Plan, prepared by Albert A. Webb Associates, Inc., undated and marked as "For Review Only", was furnished for our use. The approximate location of the site is shown on the attached Index Map (Enclosure "A-1").

The results of our geotechnical investigation, together with our conclusions and recommendations, are presented in this report.

SCOPE OF SERVICES

The scope of services provided during this geotechnical investigation included the following:

- Review of published and unpublished literature and maps
- A geologic field reconnaissance of the site and surrounding area
- Placement of four additional exploratory borings on the site
- Logging and sampling of the exploratory borings for testing and evaluation
- Laboratory testing on selected samples



Page No. 2 Job No. 10595-3

Evaluation of the geotechnical data to confirm site-specific recommendations for site preparation and grading, conventional static foundation design, preliminary asphalt concrete (AC) pavement structural section design, and mitigation of potential geotechnical constraints

PROJECT CONSIDERATIONS

As we understand it, the existing station will be expanded with an approximately 9,500-square foot warehouse facility and new parking areas, located north and west of the existing sheriffs station, respectively. The warehouse structure is anticipated to be of reinforced masonry, wood frame and stucco, or similar type of construction. Light to moderate foundation loads are normally associated with such structures.

No other information was available at the time of this investigation. The final project grading and foundation plans should be reviewed by the geotechnical engineer.

FIELD INVESTIGATION

The soil conditions underlying the expansion areas were explored by means of four exploratory borings drilled to a maximum depth of approximately 16 feet below the existing ground surface (bgs) with a truck-mounted CME-75HT drill rig equipped with an automatic hammer for soil sampling. The approximate locations of our exploratory borings are indicated on the attached Plat (Enclosure "A-2").

Continuous logs of the subsurface conditions, as encountered within the exploratory borings, were recorded at the time of drilling by a staff geologist from this firm. A modified California sampler (3-inch outer diameter and 2-1/2-inch inner diameter) was utilized in our investigation. Relatively undisturbed samples were obtained by driving the modified California sampler (a split-spoon ring sampler) ahead of the borings at selected levels. The penetration resistance was recorded on the boring logs as the number of hammer blows used to advance the sampler in 6-inch increments (or less if noted). Samplers are driven with an automatic hammer that drops a 140-pound weight 30 inches for each blow. After the required seating, samplers are advanced up to 18 inches, providing up to 3 sets of blowcounts at each sampling interval. The recorded blows are raw numbers without any corrections for hammer type



(automatic vs. manual cat head) or sampler size (California sampler vs. SPT sampler). Relatively undisturbed, as well as bulk, samples of typical soil types obtained were returned to the laboratory in sealed containers for testing and evaluation.

Our exploratory boring logs, together with our in-place blowcounts per 6-inch increment, are presented in Appendix "B". The stratification lines presented on the boring logs represent approximate boundaries between soil types, which may include gradual transitions.

LABORATORY INVESTIGATION

included in our laboratory testing program were field moisture content tests on all samples returned to the laboratory and field dry density tests on all relatively undisturbed ring samples. The results are included on the boring logs. An optimum moisture content - maximum dry density relationship was established for a typical soil type to evaluate the relative compaction and recompaction characteristics of the subsoils. A direct shear test was performed on a remolded sample from a selected soil type in order to provide shear strength parameters for bearing capacity and earth pressure evaluations. Sieve analyses were performed on selected samples for soil classification. An R-value test was performed to develop pavement design recommendations. A selected sample of material was sent to Schiff Associates for corrosivity testing.

The laboratory test results are presented in Appendix "C".

SUBSURFACE SOIL CONDITIONS

Data from our exploratory borings indicate that the upper soils at the subject site typically consist of dense to very dense silty sands in the proposed warehouse location to the maximum depth attained. No fills were encountered in this area. In the proposed parking areas, very loose to dense silty sands were encountered. Fills were encountered in both borings to depths of 2 to 3 feet bgs. The location of the exploratory borings are shown on the attached Plat (Enclosure "A-2").

Neither bedrock nor refusal were encountered within any of our exploratory borings.

Groundwater was not encountered within any of our exploratory borings.



All of our exploratory borings experienced little caving upon removal of the drilling augers.

A more detailed description of the subsurface soil conditions encountered within our exploratory borings are presented on the attached boring logs (Appendix "B").

SEISMIC DATA

DESIGN ACCELERATION PARAMETERS:

Based on the results of the field investigation and the geologic setting of the proposed project, the soils underlying the site are classified as Site Class "D, very dense soil", according to the 2007 California Building Code (CBC). The mapped Design Acceleration Parameters determined for latitude/longitude coordinates N34.0121, W117.4487 using U.S. Geological Survey data (2010), are presented in the following table.

2007 CBC - Seismic Parameters		
	General (mapped values)	
Mapped Spectral Acceleration Parameters	$S_s = 1.5$ and $S_1 = 0.6$	
Site Coefficients - Site Class 'C'	$F_a = 1.0$ and $F_v = 1.5$	
Adjusted Maximum Considered Earthquake (MCE) Spectral Response Parameters	$S_{MS} = 1.5$ and $S_{M1} = 0.9$	
Design Spectral Acceleration Parameters	$S_{DS} = 1.0$ and $S_{Di} = 0.60$	

The corresponding value of PGA (horizontal) from the design acceleration spectrum according to the 2007 CBC, based on mapped MCE values, is 0.40g,

GROUNDWATER AND LIQUEFACTION

Groundwater contour mapping conducted by Carson and Matti (1985) shows a minimum depth to groundwater of approximately 30 feet at the site during the period from 1973 to 1979.

More recent groundwater well data from the United States Geological Survey (2010) was reviewed and is tabulated below.



STATE WELL NO.	APPROXIMATE DISTANCE FROM SITE	SHALLOWEST DEPTH (ft.)	DATE OF SHALLOWEST MEASUREMENT	YEARS OF COVERAGE
001S005W30L001S	3.0 miles N	226.2	4/10/1928	1912 to 2008
0018006W25C001S	3.5 miles N	237.9	4/3/1919	1919 to 2008
001S005W19J001S	3.5 miles N	281.6	4/2/1928	1928 to 1989

Based on the groundwater well data, the project groundwater is expected to be deeper than 50 feet. Liquefaction is not considered to be a hazard to the site.

FLOODING AND EROSION

No evidence of recent significant flooding of the site was observed during the geologic field reconnaissance or on the aerial photographs reviewed.

The upper soils encountered within the site are moderately susceptible to erosion by wind and water. Positive drainage should be provided, and water should not be allowed to pond anywhere on the site. Water should not be allowed to flow over any graded or natural areas in such a way as to cause erosion.

CONCLUSIONS AND RECOMMENDATIONS

Based on our additional boring data and laboratory test results, it is the opinion of this firm that the main conclusions and recommendations included in the previous report (Job No. 97691-3, dated November 1, 1997) are generally valid and are summarized below. Seismic parameters have been revised in accordance with the 2007 CBC.

DESIGN ACCELERATION PARAMETERS:

Based on the results of the field investigation and geologic setting of the proposed project, the soils underlying the site are classified as Site Class "D, very dense soil", according to the 2007 CBC. The mapped Design Acceleration Parameters determined for latitude/longitude coordinates N34.0121, W117.4487 using U.S. Geological Survey data (2009), are presented in the following table.



Page No. 6 Job No. 10595-3

2007 CBC - Seismic Parameters	
	General (mapped values)
Mapped Spectral Acceleration Parameters	$S_a = 1.5$ and $S_1 = 0.6$
Site Coefficients - Site Class 'C'	$F_a = 1.0$ and $F_v = 1.5$
Adjusted Maximum Considered Earthquake (MCE) Spectral Response Parameters	$S_{MS} = 1.5$ and $S_{MI} = 0.9$
Design Spectral Acceleration Parameters	$S_{DS} = 1.0$ and $S_{DI} = 0.60$

The corresponding value of PGA (horizontal) from the design acceleration spectrum according to the 2007 CBC, based on mapped MCE values, is 0.40g.

GENERAL SITE GRADING:

It is imperative that no clearing and/or grading operations be performed without the presence of a representative of the geotechnical engineer. An on-site pre-job meeting with the owner, the contractor, and the geotechnical engineer should occur prior to all grading-related operations. Operations undertaken at the site without the geotechnical engineer present may result in exclusions of affected areas from the final compaction report for the project.

Grading of the subject site should be performed, at a minimum, in accordance with these recommendations and with applicable portions of the current CBC.

INITIAL SITE PREPARATION:

All areas to be graded should be stripped of significant vegetation and other deleterious materials. These materials should be removed from the site for disposal.

Any existing pockets of undocumented fill or loose disturbed soils encountered during construction should be completely removed, cleaned of significant deleterious materials, and may be reused as compacted fill. Any roots or other deleterious materials encountered at this time should be removed prior to replacing the soil.

To assist in undocumented fill and/or loose native soil identification and removal, it is our opinion that the proposed warehouse area and up to 5 feet beyond in plan view should be subexcavated to a minimum



Page No. 7 Job No. 10595-3

depth of 12 inches bgs. A representative of the soils engineer from this firm should be present during the subexcavation operation prior to scarification and refilling in order to identify existing fills or loose soils extending below the zone. All such existing loose soils or fills should be removed at this time. The bottoms of all excavations should be observed and approved by the engineering geologist.

In addition, it is our recommendation that all existing undocumented fills and loose soils under any proposed paved and flatwork areas be removed and replaced with properly compacted and controlled fills. At a minimum the upper 12 inches of existing soils within proposed paved and flatwork areas should be subexcavated. If this is not done and any undocumented fills are left, premature structural distress of the paved and flatwork areas can be expected.

Cavities created by removal of subsurface obstructions should be thoroughly cleaned of loose soil, organic matter, and other deleterious materials, shaped to provide access for construction equipment, and backfilled as recommended for site fill.

PREPARATION OF FILL AREAS:

Prior to placing fill and after the subexcavation bottom has been observed and approved, the surfaces of all areas to receive fill should be scarified to a depth of approximately 12 inches. The scarified soils should be brought to between optimum moisture and 2 percent above and recompacted to a relative compaction of at least 90 percent in accordance with ASTM D 1557.

PREPARATION OF FOOTING AREAS:

Conventional spread footings should rest upon at least 12 inches of properly compacted, non-expansive material. In areas where the required thickness of compacted fill is not accomplished by the minimum mandatory removal, the footing areas should be subexcavated to the required depth or more below the proposed footing base grade. The subexcavation should horizontally extend beyond the footing line a minimum distance of 5 feet at the base of the excavation, where possible. The bottom of this excavation should then be scarified to a depth of at least 12 inches, brought to between optimum moisture content and 2 percent above, and recompacted to a minimum of 90 percent relative compaction in accordance with ASTM D 1557 prior to refilling the excavation to grade as properly compacted fill.



Page No. 8 Job No. 10595-3

COMPACTED FILLS:

The on-site soils should provide adequate quality fill material provided they are free from roots, other organic matter and deleterious materials. Unless approved by the geotechnical engineer, rock or similar irreducible material with a maximum dimension greater than 6 inches should not be buried or placed in fills.

Import fill should be inorganic, non-expansive granular soils free from rocks or lumps greater than 6 inches in maximum dimension. Sources for import fill should be observed and approved by the geotechnical engineer prior to their use.

Fill should be spread in near-horizontal layers, approximately 8 inches in thickness. Thicker lifts may be approved by the geotechnical engineer if testing indicates that the grading procedures are adequate to achieve the required compaction. Each lift should be spread evenly, thoroughly mixed during spreading to attain uniformity of the material and moisture in each layer, brought to between optimum moisture content and 2 percent above, and compacted to a minimum relative compaction of 90 percent in accordance with ASTM D 1557.

SLOPE CONSTRUCTION:

Preliminary data indicates that cut and fill slopes should be constructed no steeper than 2 horizontal to 1 vertical [2(h):1(v)]. Fill slopes should be overfilled during construction and then cut back to expose fully compacted soil. A suitable alternative would be to compact the slopes during construction and then roll the final slopes to provide dense, erosion-resistant surfaces.

Although not anticipated, where fills are to be placed against existing slopes steeper than 5(h):1(v), the existing slopes should be benched into competent native materials to provide a series of level benches to seat the fill and to remove the compressive and permeable topsoils. The benches should be a minimum of 8 feet in width, constructed at approximately 4-foot vertical intervals. In addition, a shear key should be constructed across the toe of the slope. The shear key should be a minimum of 15 feet wide and should penetrate a minimum of 2 feet into firm competent soils beneath the toe of the slope.

SLOPE PROTECTION:

Inasmuch as the native materials are highly susceptible to erosion by wind and running water, it is our recommendation that the slopes at the project be planted as soon as possible after completion. The use



of succulent ground covers, such as iceplant or sedum is not recommended. If watering is necessary to sustain plant growth on slopes, then the watering operation should be monitored to assure proper operation of the water system and to prevent over watering.

Measures should be provided to prevent surface water from flowing over slope faces.

FOUNDATION DESIGN:

If the site is prepared as recommended, the proposed warehouse structure may be founded on conventional spread foundations, either individual spread footings and/or continuous wall footings, bearing entirely on a minimum of 12 inches of compacted fill. Footings should be a minimum of 12 inches wide and should be established at a minimum depth of 12 inches below the lowest adjacent final subgrade level.

For the minimum width and depth, footings may be designed for a maximum safe soil bearing pressure of 2,300 pounds per square foot (psf) for dead plus live loads. This allowable bearing pressure may be increased by 650 psf for each additional foot of width and by 1,100 psf for each additional foot of depth to a maximum safe soil bearing pressure of 3,500 psf for dead plus live loads.

These bearing values may be increased by one-third for wind or seismic loading.

For footings thus designed and constructed, we would anticipate a maximum settlement of less than 0.5 inch. Differential settlement between similarly loaded adjacent footings is expected to be approximately one-half the total settlement not exceeding 1 inch across 40 feet.

LATERAL LOADING:

Resistance to lateral loads will be provided by passive earth pressure and base friction. For footings bearing against compacted fill, passive earth pressure may be considered to be developed at a rate of 410 psf per foot of depth. Base friction may be computed at 0.42 times the normal load. Base friction and passive earth pressure may be combined without reduction.

For preliminary retaining wall design, a lateral active earth pressure developed at a rate of 40 psf per foot of depth may be utilized for unrestrained conditions. For restrained conditions, an at-rest earth pressure of 65 psf per foot of depth may be utilized. These values should be verified prior to construction when



Page No. 10 Job No. 10595-3

the backfill materials and conditions have been determined and are applicable only to level properly drained backfill with no additional surcharge loadings. If inclined backfills are proposed, this firm should be contacted to develop appropriate active earth pressure parameters.

Foundation concrete should be placed in neat excavations with vertical sides, or the concrete should be formed and the excavations properly backfilled as recommended for site fill.

SLABS-ON-GRADE:

To provide adequate support, concrete slabs-on-grade should bear on a minimum of 12 inches of compacted soil. The soil should be compacted to 90 percent relative compaction. The final pad surfaces should be rolled to provide smooth, dense surfaces upon which to place the concrete or gravel, if utilized.

Slabs to receive moisture-sensitive coverings should be provided with a moisture vapor retarder. We recommend that a vapor retarder be designed and constructed according to the American Concrete Institute 302.1R, Concrete Floor and Slab Construction, which addresses moisture vapor retarder construction. At a minimum, the vapor retarder should comply with ASTM E 1745 and have a nominal thickness of at least 10 mils. The vapor retarder should be properly sealed, per the manufacturer's recommendations, and protected from punctures and other damage. One inch of sand under the vapor retarder may assist in reducing punctures.

EXPANSIVE SOILS:

Since the material tested during previous investigation exhibited a "very low" potential for expansion, specialized construction procedures will not be necessary in accordance with CBC Section 1802.3.2. Requirements for reinforcing steel to satisfy structural criteria are not affected by this recommendation. Additional evaluation of soils for expansion potential should be conducted by the geotechnical engineer during the grading operation.

SOIL CORROSION:

A selected sample of materials was delivered to Schiff Associates for soil corrosivity testing. Laboratory testing consisted of pH, resistivity, and major soluble salts commonly found in soils. The results of the laboratory tests performed by Schiff Associates appear in Enclosure "C-8".



These tests have been performed to screen the site for potentially corrosive soils. Although C.H.J., Incorporated does not practice corrosion engineering, values from the soil tested are considered potentially "mildly" to "moderately" corrosive to ferrous metals at as-received and saturated conditions, respectively. Specific corrosion control measures, such as coating of pipe with non-corrosive material or alternative non-metallic pipe material, are considered to be needed if there is a potential for saturated soils.

Results of the soluble sulfate testing indicate a "negligible" anticipated exposure to sulfate attack. Based upon the criteria from Table 4.3.1. of the American Concrete Institute Manual of Concrete Practice (2000), no special measures, such as specific cement types, water-cement ratios, etc., will be needed for this "negligible" exposure to sulfate attack.

The soluble chloride content of the soils tested was not at levels high enough to be of concern with respect to corrosion of reinforcing steel. The results should be considered in combination with the soluble chloride content of the hardened concrete in determining the effect of chloride on the corrosion of reinforcing steel.

C.H.J., Incorporated does not practice corrosion engineering. If further information concerning the corrosion characteristics, or interpretation of the results submitted herein are required, then a competent corrosion engineer could be consulted.

PRELIMINARY FLEXIBLE PAVEMENT DESIGN:

The following recommended structural sections were calculated based on traffic indices (T.I.s) provided in the Caltrans Highway Design Manual for Safety Roadside Rest Areas (Caltrans, 2008). Based upon our preliminary sampling and testing, the structural sections tabulated below should provide satisfactory AC pavement.

<u>Usage</u>	<u>T.L.</u>	R-value	Recommended Structural Section
Auto Parking Areas	5.0	50	0.25' AC/0.35' Class 2 AB
Auto Roads	5.5	50	0.25' AC/0.35' Class 2 AB
Truck Parking Areas	6.0	50	0.25' AC/0.35' Class 2 AB
Truck Roads	8.0	50	0.40' AC/0.45' Class 2 AB

AB=Aggregate Base



Page No. 12 Job No. 10595-3

Recommended AC pavement sections for other T.I.s are tabulated in Enclosure "C-7".

The above structural sections are predicated upon proper compaction of utility trench backfill, if any, and subgrade soils, with the upper 12 inches of subgrade soils and all AB material brought to a relative compaction of at least 95 percent in accordance with ASTM D 1557 prior to paving. The AB should meet Caltrans requirements for Class 2 base.

It should be noted that the above pavement designs were based upon the results of preliminary sampling and testing performed on this project. Therefore, the values provided here should be verified by additional sampling and testing during construction when the actual subgrade soils are exposed.

C.H.J., Incorporated does not practice traffic engineering. The T.I. values used to develop the recommended pavement sections are typical for projects of this type. We recommend that the T.I. values used be reviewed by the project civil engineer or traffic engineer to verify that they are appropriate for this project.

It should be noted that the above pavement designs were based upon the results of preliminary sampling and testing performed on this project. Therefore, the values provided here should be verified by additional sampling and testing during construction when the actual subgrade soils are exposed.

PRE-JOB CONFERENCE:

It is imperative that no clearing and/or grading operations be performed without the presence of a representative of the geotechnical engineer. An on-site pre-job meeting with the owner, the contractor, and the geotechnical engineer should occur prior to all grading-related operations. It should be stressed that operations undertaken at the site without the presence of the geotechnical engineer may result in exclusions of affected areas from the final compaction report for the project.

CONSTRUCTION OBSERVATION:

All grading operations, including site clearing and stripping, should be observed by a representative of the geotechnical engineer. The presence of the geotechnical engineer's field representative will be for the purpose of providing observation and field testing, and will not include any supervising or directing of the actual work of the contractor, his employees, or agents. Neither the presence of the geotechnical engineer's field representative nor the observations and testing by the geotechnical engineer will excuse



the contractor in any way for defects discovered in his work. It is understood that the geotechnical engineer will not be responsible for job or site safety on this project, which will be the sole responsibility of the contractor.

LIMITATIONS

C.H.J., Incorporated has striven to perform our services within the limits prescribed by our client, and in a manner consistent with the usual thoroughness and competence of reputable geotechnical engineers and engineering geologists practicing under similar circumstances. No other representation, express or implied, and no warranty or guarantee is included or intended by virtue of the services performed or reports, opinion, documents, or otherwise supplied.

This report reflects the testing conducted on the site as the site existed during the investigation, which is the subject of this report. However, changes in the conditions of a property can occur with the passage of time, due to natural processes or the works of man on this or adjacent properties. Changes in applicable or appropriate standards may also occur whether as a result of legislation, application, or the broadening of knowledge. Therefore, this report is indicative of only those conditions tested at the time of the subject investigation, and the findings of this report may be invalidated fully or partially by changes outside of the control of C.H.J., Incorporated. This report is therefore subject to review and should not be relied upon after a period of one year.

The conclusions and recommendations in this report are based upon observations performed and data collected at separate locations, and interpolation between these locations, carried out for the project and the scope of services described. It is assumed and expected that the conditions between locations observed and/or sampled are similar to those encountered at the individual locations where observation and sampling was performed. However, conditions between these locations may vary significantly. Should conditions be encountered in the field, by the client or any firm performing services for the client or the client's assign, that appear different from those described herein, this firm should be contacted immediately in order that we might evaluate their effect.

If this report or portions thereof are provided to contractors or included in specifications, it should be understood by all parties that they are provided for information only and should be used as such.

The report and its contents resulting from this investigation are not intended or represented to be suitable for reuse on extensions or modifications of the project, or for use on any other project.



CLOSURE

We appreciate this opportunity to be of service and trust this report provides the information desired at this time. Should questions arise, please do not hesitate to contact this office.

Respectfully submitted,

Fred Yi, Ph.D., R.C.E. 71059 Project Engineer

Jay J. Martin, E.G. 1529 Vice President

MARTIN No. 1529 CERTIFIED ENGINEERING

GEOLOGIST

11-03-10

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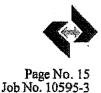
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