

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



FROM: Economic Development Agency

SUBMITTAL DATE:

June 13, 2013

SUBJECT: Alternate Emergency Operations Center, Communications Hub and Tower Relocation – Approval of Construction Agreement and Revised Project Budget

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify Addendums 1, 2, and 3 to the Plans and Specifications;
2. Grant the low bidder, Monet Construction, Inc., relief from its bid without penalty due to clerical error;
3. Waive any minor irregularities in the bid and award the construction agreement between the County of Riverside and the second lowest bidder, Lifetime Industries, Inc., dba Parkwest Construction, Inc., in the amount of \$4,227,000 and authorize the Chairman of the Board to execute the agreement on behalf of the county;

(Continued)

REVIEWED BY CIP

Christopher Hans

Christopher Hans

Lisa Brandl for

Robert Field

Assistant County Executive Officer/EDA

By: Lisa Brandl, Managing Director

**FINANCIAL
DATA**

Current F.Y. Total Cost:

\$ 3,500,000

Current F.Y. Net County Cost:

\$ 0

Annual Net County Cost:

\$ 0

In Current Year Budget:

Yes

Budget Adjustment:

No

For Fiscal Year:

2012/13

COMPANION ITEM ON BOARD AGENDA: No

SOURCE OF FUNDS: East County Detention Center Project Budget

**Positions To Be
Deleted Per A-30**

☐

Requires 4/5 Vote

☐

C.E.O. RECOMMENDATION:

APPROVE

BY:

Jennifer L. Sargent

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley

Nays: None

Absent: None

Date: June 25, 2013

xc: EDA, CIP

Kecia Harper-Ihem

Clerk of the Board

By: *[Signature]*

Deputy

STEN & CO. DE RIVERA 1005
RECEIVED RIVERSIDE COUNTY

RECEIVED RIVERSIDE COUNTY

3-7

Prev. Agn. Ref.: 3-12 of 4/9/13; 3-62 of 3/12/13

District: 4/4

Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL
DATE 6/13/13
BY: MARSHAL VICTOR
Departmental Concurrence
FISCAL PROCEDURES APPROVED
PAUL ANGULO, CPA, AUDITOR-CONTROLLER
BY: SAMUEL WONG 6/13/13

RECOMMENDED MOTION: (Continued)

4. Approve attached Amendment No. 1 to the owner/architect agreement between the County of Riverside and Holt Architects in the additional amount not-to-exceed \$143,601 and authorize the Chairman of the Board to execute the agreement on behalf of the county;
5. Authorize the Assistant County Executive Officer/EDA to administer the construction agreement for Lifetime Industries, Inc., dba Parkwest Construction, Inc. and Amendment No. 1 for Holt Architects, in accordance with applicable Board policies; and
6. Approve the revised project budget of \$11,131,201.

BACKGROUND:

On April 9, 2013, the Board of Supervisors approved the plans and specifications for the Alternate Emergency Operations Center (AEOC), Communications Hub and Tower Relocation, approved a total project budget, and authorized the Assistant County Executive Officer/EDA to submit the contract for award to the lowest responsible bidder to the Chairman of the Board for execution, provided that: if 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, the award will be submitted to the Board for action. On April 29, 2013, a mandatory job walk was held and a bid opening was conducted on May 20, 2013 for the AEOC project. Monet Construction, Inc. (Monet) was determined to be the lowest responsive and responsible bidder in the amount of \$3,968,000.

On May 21, 2013, the County of Riverside received a letter from Monet in reference to the bid proposal they submitted for the AEOC project. Monet formally requested their bid proposal be withdrawn due to clerical calculation errors. The Economic Development Agency (EDA) project staff and County Counsel have reviewed and approved the documents from Monet to withdraw their bid and determined they were within the timeline and had provided sufficient information of their errors per the Public Contract Code. EDA asks that the Board of Supervisors relieve Monet from their bid proposal, pursuant Public Contract Code Section 5100, et seq.; waive any minor irregularities in the bid from Lifetime Industries, Inc., dba Parkwest Construction, Inc., and award the bid to Lifetime Industries Inc. in the amount of \$4,227,000.

On March 12, 2013, the Board of Supervisors approved the owner/architect agreement between the County of Riverside and Holt Architects, in the amount of \$274,400, plus a reimbursable allowance of \$5,400 for the proposed project. The amendment to architecture agreement is needed to address work required to complete the design process that was added to scope after start of design. The amendment will cover work with the furniture design team, expenses incurred during plan review with the Indio Fire Marshal, and development of plans and specifications for the Fire Department's audio and visual requirements in the command center. Once specifications and plans for the audio and visual system are complete they will be brought back to the Board for approval and request to bid. As a result of these additional services, Amendment No. 1 will compensate Holt Architects in the additional amount not-to-exceed \$125,000.

(Continued)

PROJECT BUDGET:

The approximate allocation of the revised project budget is as follows:

Design/Consultant	423,401
Construction	4,227,000
Demolition	115,000
Specialty Inspections/Testing	65,000
County Inspections	75,000
Plan Check/Permits	30,000
Commissioning	25,000
Real Property	4,000
Project Management	113,750
Furniture, Fixtures & A/V Equipment	695,000
RCIT Hub/Tower	4,346,123
Project Contingency	1,011,927
Revised Project Budget	\$11,131,201

FINANCIAL IMPACT:

Expenditures for FY 2012/13 are estimated at \$3,500,000; expenditures for FY 2013/14 are estimated at \$7,631,201. All costs associated with this project will be fully funded through the Eastern Region Detention Center project budget, thus no net county costs will be incurred.

Attachments:

Addendums 1, 2, and 3
Construction Agreement
Amendment No. 1

ADDENDUM # 1

DATED 04/23/13

FOR:

**ALTERNATE EMERGENCY
OPERATIONS CENTER**

Project No.: FM081100000280

**LOCATED AT:
82695 DR. CARREON BLVD.
INDIO, CA 92201**



**PREPARED BY:
HOLT ARCHITECTS, INC
70-225 Highway 111, Suite D
Rancho Mirage, CA 92270**

Clarifications / Changes:

Item 1 – Section 00003 – Bid Package, Sub Section 3.2.2. Pre-Bid Conference

Date and Time should be revised to match the Notice Inviting Bids.

A Mandatory Pre-Bid Conference will be conducted on **04/29/13**, commencing promptly at **10:00 a.m.**

ADDENDUM # 2

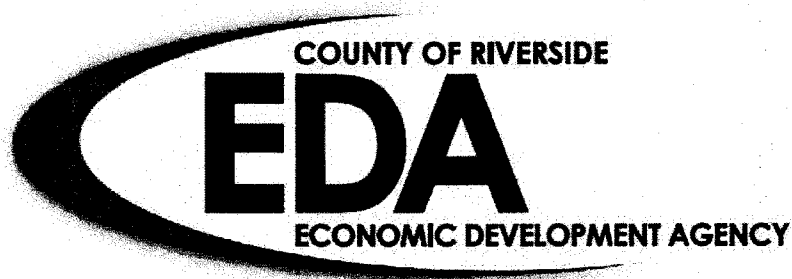
DATED 05/06/13

FOR:

**ALTERNATE EMERGENCY
OPERATIONS CENTER**

Project No.: FM081100000280

**LOCATED AT:
82695 DR. CARREON BLVD.
INDIO, CA 92201**



**PREPARED BY:
HOLT ARCHITECTS, INC
70-225 Highway 111, Suite D
Rancho Mirage, CA 92270**

Clarifications / Changes:

Item 1 – Bid RFI Questions Deadline: Friday, May 10, 2013 at 4:00 pm.

Item 2 – The Final Addendum will be issued no later than May, 14, 2013.



HOLT ARCHITECTS

ARCHITECTURE AND PLANNING

■ TIMOTHY M. HOLT, A.I.A. ■ JOHN E. HOLT, A.I.A. ■

BID ADDENDUM # 03

Project:

Name:	ALTERNATE EMERGENCY OPERATIONS CENTER COUNTY OF RIVERSIDE ECONOMIC DEVELOPMENT AGENCY	Address:	82-695 Dr. Carreon Blvd. Indio, CA 92201
Job Number:	RVC.065	File:	Bid Addendum

ADDENDUM ITEMS GENERAL / ARCHITECTURAL / STRUCTURAL

Item #:	PM (Spec#)	Drawing(s)	Regarding:	Action:	Source:
AS-1.	N/A	MULTIPLE	General Allowance #1 Grading / Sidewalks	Contractor shall provide a general allowance of \$50,000 for grading & sidewalks.	Holt
AS-2.	N/A	MULTIPLE	General Allowance #2 Audio / Visual	Contractor shall provide a general allowance of \$30,000 for electrical / mechanical related to Audio / Visual.	EDA
AS-3.	N/A	MULTIPLE	General Allowance #3 Supplemental Structural Work	Contractor shall provide a general allowance of \$30,000 for supplemental structural work.	Parkwest Construction RF#1 (Item 1) Buehler & Buehler Structural Engineers, Inc. EDA
AS-4.	N/A	N/A	General Allowance #4 Mold / Water Damage Mitigation	Contractor shall replace approximately 4" water service valve serving building located near flag pole. Remove and replace drywall and plywood and mitigate mold if encountered. Reconnect 2" supply line to existing service. Provide \$3,000 General Allowance for mold / water damage mitigation.	EDA
AS-5.	N/A	MULTIPLE	Critical Path Schedule	Building Entry Facility Room 126 must be completed August 1 st with Telecom Equipment Room 120 and Radio Telecom/Transmitter/Battery Room 132 completed August 15 th . All specifications for said room as outlined in this agreement shall be completed, including, but not limited to, installation of plywood, lighting, electrical circuits, grounding, floor tile and door with lock and three (3) sets of keys. It should be understood that the contractor will have to schedule various trades in sooner than the normal construction schedule to complete the Telecommunications Room (HVAC, Electrician, Painter, etc.) as required by the RCIT Communications Bureau Telecommunications Engineer.	EDA / RCIT
AS-6.	N/A	N/A	Geotechnical Report	Geotechnical Report provided.	Holt

ADDENDUM ITEMS GENERAL / ARCHITECTURAL / STRUCTURAL

Item #	PM (Spec#)	Drawing(s)	Regarding	Action	Source
AS-7.	N/A	N/A	Outside Plant Specifications	Refer to Reference Document 'A' Outside Plant Specifications provided,	Holt
AS-8.	N/A	N/A	RCIT Vault Specifications	Refer to Reference Document 'D' RCIT Vault Specifications provided,	Holt
AS-9.	N/A	A-100	1 Hour Fire Rated Construction	Refer to Reference Document 'E' Provide 1 hour fire rated walls the following rooms; 107A, 120, 126, 131, and 132.	EDA / Holt
AS-10.	N/A	A-100	Fire Rated Doors	Provide 45 minute fire rated doors at the following doors; 107A, 120, 126, 131, and 132.	EDA / Holt
AS-11.	N/A	A-110	Drywall Ceiling Access Doors	Furnish and install (6) drywall ceiling access doors in the following rooms: Install 24" x 24" access doors in rooms 122, 123, 127, & 133. Install (2) – 18" x 18" access doors in room 107, in the vertical soffit faces. Install (20) – 24" x 24" access doors in the exterior soffits. Manufacturer: Elmdor Access Doors, Or Approved Equal Models: DW24X24 & DW18X18 Finish: Paint to match adjacent surface For locations, See Attachment "2" .	EDA
AS-12.	N/A	G-000	Additional Architectural Notes per City of Indio Fire Services	Provide and show the following notes verbatim on Architectural plans, See Attachment "7" .	City of Indio Fire Services
AS-13.	N/A	A-100 A-500	Countertop Concealed Brackets	Contractor shall furnish and install the following brackets or equal at all countertops; Manufacturer: A&M Hardware, Inc., Bracket Size: C-18", located at maximum 48" on center. Details D5 & G15 on sheet A-500 have been revised, See Attachment "23" .	EDA
AS-14.	N/A	AS-100	Telephone Poles	Contractor shall install (2) – 40' Class 4 utility poles buried 6' in the ground. Poles to be located 6' from the edge of the building. Each pole is to be installed with Deadend Guy at each end with 12M Guy Rod and Screw Anchor. Install Yellow Guy Marker on each Deadend Guy. Final Locations to be confirmed by owner in field prior to installation.	RCIT
AS-15.	N/A	A-400	Fire Rated Plywood	Fire rated plywood in rooms 120, 124 & 132 shall be installed on all walls. Install full 4'x 8' sheets with bottom of sheets above the 4" rubber base. Finish height of plywood to be at 8'-4".	Parkwest Construction RFI#1 (Item 5)
AS-16.	00003	N/A	Performance and Payment Bond	Performance and Payment Bonds are not required for bid. Performance and Payment Bonds will be required by the selected contractor to finalize contract with the County. (Only required by the General Contractor)	EDA

ADDENDUM ITEMS GENERAL / ARCHITECTURAL / STRUCTURAL

Item #:	PM (Spec#):	Drawing(s):	Regarding:	Action:	Source:
AS-17.	00005	Pages 16 thru 122	Footer Labeling	Specification section 00005 General Conditions is labeled as "RIVERSIDE PUBLIC DEFENDER REMODEL SECTION 00005-GENERAL CONDITIONS-PROJECT NUMBER: FM08240003992". This is a misprint. Section 00005-General Conditions, Pages 16 thru 122. Footer information indicating Riverside Public Defender Remodel shall be omitted and footer shall read "ALTERNATIVE EMERGENCY OPERATIONS CENTER". Also Footer information indicating Project Number: FM08240003992 shall be omitted and Footer should read "PROJECT NUMBER: FM081100000280".	Cal American Construction, Inc. RFI #1
AS-18.	01045	S-202	Roof Framing Plan	Two small openings in the existing wall are required along grid line A between grids 5 & 6 for electrical conduits entering the building from the communication tower. A partial roof framing plan for the approximate locations and detail reference has been provided, See Attachment "19" . Omit General Grading Note on sheets SD-100 & AS-100 & Replace with New General Grading Notes provided, See Attachment "5" . Contractor shall furnish and install (5) additional concrete wheel stops to be located at all ADA parking spaces.	Buehler & Buehler Structural Engineers, Inc.
AS-19.	02110 02200	SD-100 AS-100	General Grading Notes	A thicker equipment pad is required for the fuel tank. Revised detail, including dimensions, thickness & reinforcing has been provided, See Attachment "18" .	Holt
AS-20.	02550	AS-100	Concrete Wheel Stops	Fence around generator & tower to meet PSEC fencing specifications. Fence and gates in this area shall be 8'-0" ht. chain link, with 3 strands of barbed wire & spiraled razor wire. Typical 9'-0" overall height.	EDA
AS-21.	02550	S-102	Fuel Tank Equipment Pad	Additional specification section has been provided for the following: 05515 Ladders, See Attachment "10" . Contractor to provide locks on all casework.	Buehler & Buehler Structural Engineers, Inc.
AS-22.	02835	AS-100	Chain Link Fencing at Generator & Tower Enclosure	Finish schedule on sheet A-400 calls for solid surface and elevation G12/A-420 calls for plastic laminate top. For clarification the counter in Room 106 shall be solid surface.	RCIT
AS-23.	05515	N/A	Ladders Specifications	Additional specification section has been provided for the following: 06610 Solid Surface Shower System, See Attachment "11" .	Holt
AS-24.	06411	A-400 A-420	Casework	Contractor to provide locks on all casework.	Holt
AS-25.	06600	A-400 A-420	Countertop in Room 106	Finish schedule on sheet A-400 calls for solid surface and elevation G12/A-420 calls for plastic laminate top. For clarification the counter in Room 106 shall be solid surface.	Hamel Contracting, Inc. RFI #1 (Item 1)
AS-26.	06610	N/A	Solid Surface Shower System Specifications	Additional specification section has been provided for the following: 06610 Solid Surface Shower System, See Attachment "11" .	Holt

ADDENDUM ITEMS GENERAL / ARCHITECTURAL / STRUCTURAL

Item #	PM (Spec)#	Drawing(s)	Regarding	Action	Source
AS-27.	07500	A-120	Roof Walkway Protection Pads	Furnish and install additional roof walkway protection pads, <u>See Attachment "3"</u> .	EDA
AS-28.	08100	A-010	Exterior Door Type ED-1	Exterior door type ED-1 has been revised, for updated door elevation, <u>See Attachment "20"</u> .	Holt
AS-29.	08200	A-010	Wood Doors & Frames	Additional specifications have been provided for the following: 08200 Wood Doors and Frames, <u>See Attachment "22"</u> .	Parkwest Construction RFI#1 (Item 2)
AS-30.	08710	N/A	Finish Hardware	Revised specification section has been provided for the following: 08710 Finish Hardware, <u>See Attachment "13"</u> .	Parkwest Construction RFI#1 (Items 3 & 4)
AS-31.	08740	AS-100	Gate Hardware	Contractor shall furnish and install new gate hardware at each of the (2) man gates located at patios 'A' & 'B'. New gate hardware / latching mechanism, including cylinder, lockset L90-80, and keys to match building door hardware requirements of hardware specifications.	Holt
AS-32.	08740	AS-100	New Access Controls and Pedestals	Revise Note #18 located at E16 / AS-100 to read as follows: New Access Controls & Pedestal to be provided with paint finish matching new finish of gates. Also provide ¾" conduits for access control from pedestal to new gate motor, and then to room 126, provide new Knox box at pedestal. Include all applicable cut and patch, trenching, backfill, coring, boring, pull boxes, and all other required activities.	Holt
AS-33.	08879	A-020	Exterior Windows	Contractor shall furnish and install Forced Entrance Glazing Film at all exterior windows, specifications have been provided for the following: 08879 Forced Entrance Glazing Films <u>See Attachment "21"</u> .	Holt
AS-34.	09300	A-400 A-420	Tile Work	Contractor shall install "TILE 4" border around the wall mounted mirror located in Shower Room 127.	Holt
AS-35.	09300	A-400 A-420	Tile Work	Backsplash in room 106 and 116 to go up to the bottom of the upper cabinets.	Holt
AS-36.	09300	A-100	Exterior Tile Base Flashing	Contractor shall install exterior tile base flashing around entire perimeter of building, contractor shall remove existing plaster as needed to install new tile per detail provided, <u>See Attachment "31"</u> .	Holt
AS-37.	09510	N/A	Acoustical Ceiling System	Revised specification section has been provided for the following: 09510 Acoustical Ceiling System, <u>See Attachment "14"</u> .	Holt
AS-38.	09670	N/A	Epoxy Resinous Flooring	Revised specification section has been provided for the following: 09670 Epoxy Resinous Flooring, <u>See Attachment "15"</u> .	Holt

ADDENDUM ITEMS GENERAL / ARCHITECTURAL / STRUCTURAL

Item #	PM (Spec#)	Drawing(s)	Regarding	Action:	Source:
AS-39.	09900	MULTIPLE	General Paint Note	All exposed metals without manufacturer finish shall be painted to match adjacent surface.	Holt
AS-40.	09900	AS-100	Existing Trash Enclosure	Existing trash enclosure shall be painted per Site Material Schedule located on sheet AS-100. The interior of the enclosure shall be painted with epoxy paint.	Holt
AS-41.	10155	A-101	Toilet Partitions Substitution	Legacy Polymer Products is an approved equal to the toilet partitions that have been specified.	Holt
AS-42.	10155	A-101	Toilet Partitions Additional Bracing	Contractor shall provide full height support post from floor to ceiling on the strike side of the partition doors at the accessible stalls located in Restrooms 122 & 123.	Holt
AS-43.	10400	G-110	Signage	Contractor shall furnish and install (3) additional ADA entrance signs at doors E105B, E107, E133; Signs to be International Symbol of Accessibility Signs, Size: 8" x 8", See detail A5/G-110.	EDA
AS-44.	10400	G-110	Signage	Provide sign at room 132 with the following information; 1) The room contains energized battery systems. 2) The room contains energized electrical circuits. 3) Sulfuric Acid: Corrosive, Water Reactive 1, Toxic Liquid (for lead-acid batteries) All lettering shall be capital letters on a contrasting background. Letters shall be a minimum of 1" in height.	City of Indio Fire Services
AS-45.	10400	G-110	Signage	Provide "Fire Sprinkler Riser Room" sign on door 128.	City of Indio Fire Services
AS-46.	10400	G-110	Dedication Plaque	Contractor shall furnish and install a dedication plaque in the lobby 100. The final location shall be determined in field by the owner. Contractor shall refer to sheet G-120 for dedication plaque details.	Holt
AS-47.	10520	G-100	Fire Extinguisher Cabinets	Contractor shall install (4) additional Fire Extinguisher Cabinets, in rooms 107A, 120, 126, 132. For locations, See Attachment "1" , All Fire Extinguisher Cabinets throughout project shall have signage per NFPA 75 - 8.3.	EDA
AS-48.	11027	AS-100	Knox Box At Vehicular Gates	Contractor shall furnish and install a 3770 series knox box at the manual gate located in the southwest corner of the secured parking lot per Fire Department requirements. Final location shall be approved by City of Indio Fire Department.	City of Indio Fire Services
AS-49.	11027	AS-100 A-200	Knox Box at Front Door	Contractor shall furnish and install a 3200 series knox box adjacent to front door mounted at a height of 6 feet per Fire Department requirements. Final location shall be approved by City of Indio Fire Department.	City of Indio Fire Services
AS-50.	11027	AS-100	Knox Box at Manual Gate	Contractor shall furnish and install a 3502 series knox	City of Indio Fire Services

ADDENDUM ITEMS GENERAL / ARCHITECTURAL / STRUCTURAL

Item #	PM (Spec)#	Drawing(s)	Regarding	Action	Source
				box for the manual access gate located at the southwest corner of the secured parking lot per Fire Department requirements. Final location shall be approved by City of Indio Fire Department.	
AS-51.	11450	N/A	Appliances	Additional specification section has been provided for the following: 11450 Appliances. See Attachment "12" .	Holt
AS-52.	13925	N/A	Fire Flow Analysis	Fire Flow Analysis has been provided as a reference document. See Reference Document "B" .	
AS-53.	15145	DS-100 AS-100 P1.1	Roof Drains, Drain & Overflow Piping	Contractor shall remove all existing roof drains, drain lines and overflow piping. These items shall be replaced with new. New drain outlets to be above grade with splash blocks provided at all locations. For typical downspout detail, See Attachment "9" .	Holt
AS-54.	15928	N/A	HVAC Control System Substitution	Alerton is an approved equal to the HVAC Control System that has been specified.	Climatec Building Technologies Group
AS-55.	16231	G-000	Generator & Aboveground Fuel Tank	Generator and aboveground fuel tank require deferred approvals. Contractor shall submit shop drawings and engineering calculations for construction and installation to the Architect prior to submitting to local fire authority for approval.	City of Indio Fire Services
AS-56.	16231	AS-110 AS-120	Fuel Spill Containment Curb	Contractor shall provide 8" fuel spill containment curb surrounding the generator fuel tank. For revised plan and detail, See Attachment "17" .	EDA
AS-57.	16231	AS-110	Aboveground Fuel Tank	It is the responsibility the general contractor and Sub-Contractor to comply with all governing agencies, regulations and codes for the above ground fuel storage tank. Contractor to make sure that the above ground fuel storage tank is a double wall tank.	Holt
AS-58.	16263	N/A	Static Uninterruptible Power Supply	Revised specification section has been provided for the following: 16263 Static Uninterruptible Power Supply. See Attachment "16" .	Holt
AS-59.	16520	DS-100	Key Note #20	Disregard Key Note #20 on C16/DS-120. The existing parking lot lights are to remain.	Holt
AS-60.	270000	N/A	Service Heads	Furnish and install weather heads. See Attachment "4" .	RCIT
AS-61.	283111	N/A	Fire Alarm Specifications	Both Graphic Enunciator and Remote Enunciator are required for this project.	Keeton Construction Company RFI #1 (Item 1)
AS-62.	283111	N/A	Fire Alarm Specifications	Existing Fire Alarm System has already been removed from building; Function test of existing system will not be required for this project.	Keeton Construction Company RFI #1 (Item 2)
AS-63.	283111	Pages 1	Digital, Addressable Fire-Alarm	Specification section 283111 Digital, Addressable Fire-	Holt

ADDENDUM ITEMS GENERAL / ARCHITECTURAL / STRUCTURAL

Item #.	PM (Spec)#.	Drawing(s): thru 20	Regarding: System Specifications	Action:	Source:
				Alarm System is labeled as "RIVERSIDE PUBLIC DEFENDER REMODEL PROJECT NUMBER: FM08240003992". This is a misprint. Section 283111, Pages 1 thru 20. Footer information indicating Riverside Public Defender Remodel shall be omitted and footer shall read "ALTERNATIVE EMERGENCY OPERATIONS CENTER". Also Footer information indicating Project Number: FM08240003992 shall be omitted and Footer should read "PROJECT NUMBER: FM08110000280". Specification Section 283111, Part 2.4, Part A shall be replaced with the following: A. Manufacturers: Fire Alarm system is to be non-proprietary so as to allow interchangeable devices. All non-addressable devices shall be interchangeable. All addressable devices are to be proprietary to the manufacturer. 1. Silent Knight 2. FCI 3. Firelite	
AS-64.	283111	N/A	Digital, Addressable Fire-Alarm System Specifications		Holt

ADDENDUM ITEMS MECHANICAL

#.	PM (Spec)#.	Drawing(s):	Regarding:	Action:	Source:
M-1	15010	M0.1	Additional Mechanical Notes per City of Indio Fire Services	Provide and show the following notes verbatim on Mechanical plans, <u>See Attachment "g"</u> .	City of Indio Fire Services
M-2	15820	M1.1	Smoke / Fire Dampers	Contractor shall furnish and install smoke / fire dampers at fire rated walls located in the following rooms: 107A, 120, 126, 131 & 132. (9) New fire dampers have been added. For revised sheet M1.1, <u>See Attachment "28"</u>	EDA
M-3	15820	M1.2	Supply Diffuser	Added (1) additional 12"x12" supply diffuser to AC-1b and revised the supply duct work to accommodate. For revised sheet M1.2, <u>See Attachment "28"</u> .	EDA
M-4	15820	M3.1	Smoke / Fire Dampers	Added smoke fire damper detail for new smoke fire dampers. For revised sheet M3.1, <u>See Attachment "28"</u> .	EDA
M-5		D-120	Existing HVAC Units	Existing HVAC units shall be removed and saved, to be stored per the direction of Riverside County EDA.	EDA

ADDENDUM ITEMS PLUMBING

#	PM (Spec)#	Drawing(s)	Regarding	Action	Source
P-1		P1.1	Gas Piping	Gas Pipe will not be permitted to run through Telecomm Equipment Room 120.	RCIT
P-2		P1.2	Floor Drains	Added (1) floor drains to each of the I.T. rooms. Total of (3) added. Added waste and vent lines for added floor drains. Added drain lines from roof drain down in wall to daylight. (9) Roof and Overflow drain pipes added. For revised sheet P1.2, See Attachment "29" .	EDA
P-3		P1.3	Roof Drain Lines	Added drain lines from roof drain down in wall to daylight. (9) Roof and Overflow drain pipe added. For revised sheet P1.3, See Attachment "29" .	EDA
P-4		P1.4	Floor Drains	Added (1) floor drain to each of the I.T. rooms. Total of (3) added. Added trap primer lines for added floor drains. For revised sheet P1.4, See Attachment "29" .	EDA

ADDENDUM ITEMS ELECTRICAL

#	PM (Spec)#	Drawing(s)	Regarding	Action	Source
E-1	16010	E5.3	UPS Single Line Diagram	Some of the information on the UPS single line diagram is illegible. Legible UPS single line diagram has been provided on revised sheet E5.3, See Attachment "30" .	Hamel Contracting, Inc. RFI #1 (Item 2)
E-2	16051	N/A	Overcurrent Protective Device Coordination Study	New specifications have been provided for the following; 16051 Overcurrent Protective Device Coordination Study, See Attachment "6" .	EDA
E-3	16060	E0.3	Electrical	Add grounding to: fuel tank, generator, UPS and AV Room. Clarify ring conductor as being #4/0 bare copper buried to at least 4' below grade. Disconnect and docking station specified for portable generator. For revised sheet E-0.3, See Attachment "30" .	EDA
E-4	16060	N/A	Grounding And Bonding For Electrical System	Additional specification section has been provided for the following; 16060 Grounding and Bonding for Electrical Systems, See Attachment "24" .	Design West Engineering
E-5	16075	MULTIPLE	Electrical	Electrical Contractor is to label / identify all conduit above ceiling including but not limited to Electrical Power Conduit, Electrical Lighting Conduit, Access Control Conduit, Fire Alarm Conduit, AV Conduit, etc.	Holt
E-6	16131	AS-101	Electrical Conduit	Electrical Contractor shall provide 1" conduit from the existing Verizon vault to room 126 Building Entry Facility and dedicated phone lines for fire alarm. Conduit to follow	Holt

#	PM (Spec)#	Drawing(s)	Regarding	Action:	Source:
				the same path and trench shown on sheet AS-101, key notes 4 & 8.	
E-7	16131	AS-101	Electrical Conduit	Electrical Contractor shall provide 1" conduit and power from existing post indicator valve to room 126 Building Entry Facility.	Holt
E-8	16131	AS-100	Electrical Conduit	Electrical Contractor shall provide 1" conduit and power to new knox boxes for tamper switch to room 126 Building Entry Facility.	Holt
E-9	16131	AS-100	Electrical Conduit	Electrical Contractor shall provide 1" conduit and power to tamper switch at fire sprinkler riser.	Holt
E-10	16131	E2.2	Electrical	Conduits removed from Room 126. Conduit sleeves added between Room 126 and MPOE Room. For revised sheet E2.2, <u>See Attachment "30"</u> .	EDA
E-11	16231	E1.1	Electrical	Generator and fuel tank have been relocated, affecting lengths of fuel line as well as generator feeder conductors. For revised layout, <u>See Attachment "30"</u> .	EDA
E-12	16231	N/A	Packaged Engine Generators	Revised specification section has been provided for the following: 16231 Packaged Engine Generators, <u>See Attachment "25"</u> .	Design West Engineering
E-13	16263	N/A	Static Uninterruptible Power Supply	Revised specification section has been provided for the following: 16263 Static Uninterruptible Power Supply, <u>See Attachment "26"</u> .	Design West Engineering
E-14	16442	N/A	Switchboards	Revised specification section has been provided for the following: 16442 Switchboards, <u>See Attachment "27"</u> .	Design West Engineering
	16510	A-420	Under Cabinet Lighting	Contractor is to provide light fixture under upper cabinets in rooms 100, 106, and 116 per detail G4 / A-500. Provide min. 12" sections and shall extend to end of cabinetry. Provide separate switch at entry of room for all under counter lighting. Fixtures shall be Low Profile LED Striplight as follows; Manufacturer: Celestial Lighting, Cassiopia LT Series, or approved equal.	Holt
E-15	16520	E4.1	Electrical	(3) Exterior wall mounted metal halide light fixtures with electronic ballast to be added at generator area. Fixtures to be located at 18' above finish grade. Light Fixtures; Manufacturer: Hubbell, Catalog # LMC-100P-8*-LP, or approved equal.	EDA
E-16		E2.1	Electrical	Sleeping-quarters receptacles changed to AFCI. Remote annunciator panel has been called out. Evolution floor box has been specified in Room 105. Wiremold has been called out in Room 130. Switchgear has been relocated in Room 132, possible affecting feeder lengths. Access control has been added to inside door of Room 133.	EDA

#:	PM (Spec)#:	Drawing(s):	Regarding:	Action:	Source:
				Conduits between Rooms 126 and 132 have been removed. Remote monitoring conduit has been added between remote annunciator and Room 132. Cable tray has been added between Rooms 132, 107 and 106. Conduits have been added between Rooms 132 and 112. Additional data conduit has been added in Room 105 from conference room table over to west wall. Bus bar has been added to new A/V Room. Walker duct has been called out in Room 107. (2) 4" conduits have been added in wall between Rooms 107 and 109. For revised sheet E2.1, See Attachment "30" .	
E-17		E2.1	Electrical	Provide and install cable tray in ceiling as shown. Cablofil # CF 54/600 using FASP Profile trapeze installation method. Cable tray shall be grounded and adhere to R56 grounding standard. RCIT to approve prior to installation. Refer to Construction Note #29 on revised sheet E2.1, See Attachment "30" .	RCIT
E-18		E2.3	Electrical	Bus bars added to Rooms 107, 111, & 112. For revised sheet E2.3, See Attachment "30" .	EDA
E-19		E2.3	Electrical	Provide and install Copper Bus 4" x .25 x 24" Labeled SSGB. Harger #GBIP14424TMGB under raised floor at locations specified. Refer to revised sheet E2.3, See Attachment "30" .	RCIT
E-20		E2.3	Electrical	Cad Weld #3/0 AWG Grounding Conductor (Match Service Entrance Conductor) Stranded w/ Green Insulation From SSGB to Room (Dispatch, Race, Command Center) MGB. Refer to revised sheet E2.3, See Attachment "30" .	RCIT
E-21		E2.3	Electrical	Provide and install Copper Bus 4" x .25 x 24" Labeled MGB (Room MGB) Harger # GBIP14420MGB under raised floors at locations specified. Refer to revised sheet E2.3, See Attachment "30" .	RCIT
E-22		E2.3	Electrical	Cad Weld #3/0 AWG Grounding Conductor (Match Service Entrance Conductor) Stranded w/ Green Insulation from MGB to main MGB in Radio/Telecom/Transmitter/Battery Room. Refer to revised sheet E2.3, See Attachment "30" .	RCIT
E-23		E2.3	Electrical	In addition to applicable provisions in the California Electrical Code and ANSI-J-STD-607-A, the work specified herein also shall comply with Motorola R56 Standards and Guidelines for Communication Sites. Contractor shall be particularly proficient with installation	RCIT

#:	PM (Spec#):	Drawing(s):	Regarding:	Action:	Source:
E-24		E2.3	Electrical	practices of the Motorola R56 standards prior to commencement of work. Refer to revised sheet E2.3, See Attachment "30" Labeling and Numbering Scheme a. The Contractor shall provide all labeling materials. RCIT will provide the naming and numbering scheme in accordance with Motorola R56 standards prior to commencement of work. b. Label each component of the grounding and bonding systems, including the lighting protection system where applicable, with its unique identification number. This includes all grounding cables, conductors, bus bars, and connection points, etc. Refer to General Notes on revised sheet E2.3, See Attachment "30"	RCIT
E-25		E3.1	Electrical	Smoke fire dampers added. For revised sheet E3.1, See Attachment "30"	EDA
E-26		E5.2	Electrical	Switchgear pad dimensions on detail 14 / E5.2 have been updated, See Attachment "30"	EDA
E-27		E5.2	Electrical	Service lateral trench detail 1 / E5.2 has been updated, See Attachment "30"	EDA
E-28		E5.3	Raised Floor Pedestals	Provide and install Harger P/N CPC.5/75 tinned bronze pedestal clamps when bonding raised floor pedestals. Refer to detail 2 on revised sheet E5.3, See Attachment "30"	RCIT
E-29		E5.3	Raised Floor Pedestal	Locate the access floor pedestal that is practically closest to the bus bar and bond it to bus bar. Support the bonding conductor segment with isolated standoff clamp kits at every three-foot interval and adhere to R56 grounding standard. RCIT to approve prior to installation. Refer to revised sheet E5.3, See Attachment "30"	RCIT

ATTACHMENTS:

Item:	Description:	Pages:
1.	Additional Fire Extinguisher Cabinet Locations	(2)-8 1/2" x 11"
2.	Drywall Ceiling Access Door Locations/Sizes	(1)-8 1/2" x 11"
3.	Additional Roof Walkway Protection Pad Locations	(1)-8 1/2" x 11"
4.	Service Heads	(1)-8 1/2" x 11"
5.	New General Grading Notes	(1)-8 1/2" x 11"

Item:	Description:	Pages:
6.	New Specification Section 16051 Overcurrent Protective Device Coordination Study	(5)- 8 1/2" x 11"
7.	Additional Architectural Notes per City of Indio Fire Services	(1)- 8 1/2" x 11"
8.	Additional Mechanical Notes per City of Indio Fire Services	(1)- 8 1/2" x 11"
9.	Typical Downspout Detail	(1)- 8 1/2" x 11"
10.	Additional Specification Section 05515 Ladders	(5)- 8 1/2" x 11"
11.	Additional Specification Section 06610 Solid Surface Shower System	(3)- 8 1/2" x 11"
12.	Additional Specification Section 11450 Appliances	(3)- 8 1/2" x 11"
13.	Revised Specification Section 08710 Finish Hardware	(15)- 8 1/2" x 11"
14.	Revised Specification Section 09510 Acoustical Ceiling System	(7)- 8 1/2" x 11"
15.	Revised Specification Section 09670 Epoxy Resinous Flooring	(5)- 8 1/2" x 11"
16.	Revised Specification Section 16263 Static Uninterruptible Power Supply	(12)- 8 1/2" x 11"
17.	Revised Generator / Tower Enclosure Plan & Fuel Spill Containment Curb Detail	(2)- 8 1/2" x 11"
18.	Revised Fuel Tank Equipment Pad Detail (Detail 14 / S-102)	(1)- 8 1/2" x 11"
19.	Partial Roof Framing Plan	(1)- 8 1/2" x 11"
20.	Revised Door Elevation ED-1	(1)- 8 1/2" x 11"
21.	Additional Specification Section 08879 Forced Entrance Glazing	(5)- 8 1/2" x 11"
22.	Additional Specification Section 08200 Wood Doors and Frames	(7)- 8 1/2" x 11"
23.	Revised Details D5 & G15 on sheet A-500	(2)- 8 1/2" x 11"
24.	Revised Specification Section 16060 Grounding And Bonding Electrical Systems	(7)- 8 1/2" x 11"
25.	Revised Specification Section 16231 Packaged Engine Generators	(7)- 8 1/2" x 11"
26.	Revised Specification Section 16263 Static Uninterruptible Power Supply	(12)- 8 1/2" x 11"
27.	Revised Specification Section 16442 Switchboards	(5)- 8 1/2" x 11"
28.	Revised Mechanical Plan Sheets (M1.1, M1.2, M3.1)	(3)- 30" x 42"
29.	Revised Plumbing Plan Sheets (P1.2, P1.3, P1.4)	(3)- 30" x 42"
30.	Revised Electrical Plan Sheets (E0.1, E0.2, E0.3, E0.4, E0.5, E1.1, E2.1, E2.2, E2.3, E3.1, E4.1, E5.1, E5.2, E5.3)	(14)- 30"x42"
31.	Exterior Tile Base Flashing Detail	(1)- 8 1/2" x 11"

REFERENCE DOCUMENTS:

Item:	Description:	Pages
A.	Geotechnical Report	(90) - 8 1/2" x 11"
B.	Fire Flow Analysis	(6) - 8 1/2" x 11"
C.	Sheriff Station Original Drawings 1983	(36) - 11" x 17"
D.	Outside Plant Specifications	(17) - 8 1/2" x 11"
E.	RCIT Vault Specifications	(6) - 8 1/2" x 11"

*** END OF ADDENDUM ***

SECTION 00004

CONSTRUCTION LONG FORM CONTRACT



**STANDARD FORM OF CONSTRUCTION CONTRACT BETWEEN
COUNTY AND CONTRACTOR**

by and between

**LIFETIME INDUSTRIES, INC.
DBA: PARKWEST CONSTRUCTION, INC.**

(the "Contractor")

And

THE COUNTY OF RIVERSIDE

(the "County")

FOR:

**ALTERNATE EMERGENCY OPERATIONS CENTER
PROJECT NO.: FM081100000280
PROJECT ADDRESS: 82695 DR. CARREON BLVD., INDIO, CA 92201**

JUN 25 2013 3-7

STANDARD FORM OF CONSTRUCTION CONTRACT
BETWEEN COUNTY AND CONTRACTOR

THIS STANDARD FORM OF CONSTRUCTION CONTRACT BETWEEN COUNTY AND CONTRACTOR ("Agreement") is entered into on this day of , 2013 by and between THE COUNTY OF RIVERSIDE, a political subdivision of the State of California ("County") and Lifetime Industries, Inc., doing business as Parkwest Construction Company, a California Corporation ("Contractor") whose principal place of business is located at 720 N. Eureka Street, Redlands, CA 92374.

ARTICLE 1
DEFINITIONS

Capitalized terms used in the Contract Documents shall have the meanings assigned to them in the General Conditions. If not defined in the General Conditions, they shall have the meanings assigned to them elsewhere in the Contract Documents. If not defined in the General Conditions or elsewhere, they shall have the meanings reasonably understood to apply to them by the context in which they are used.

ARTICLE 2
PERFORMANCE OF WORK

2.1 SCOPE OF WORK

Contractor shall execute the entire Work called for by the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

2.2 STANDARD OF PERFORMANCE

In addition to and without limiting Contractor's other obligations under the Contract Documents, Contractor shall at all times in its performance of its obligations under the Contract Documents conform to the following general standards of performance:

2.2.1 The requirements of the Contract Documents;

2.2.2 The requirements and conditions of Applicable Laws;

2.2.3 The standard of care applicable to those who provide construction of the type called for by this Construction Contract for projects of a scope and complexity comparable to the Project;

2.2.4 Contractor shall furnish efficient business administration of the Work, utilizing sufficient senior level management and other qualified personnel to manage the Work; and

2.2.5 Contractor shall apply its best and highest skill and attention to completing the Work in an expeditious and economical manner, consistent with the expressed best interests of the County and within the limitations of the Contract Price and Contract Time.

ARTICLE 3 CONTRACT TIME

3.1 CONTRACT TIME

3.1.1 Substantial Completion. Subject to Contract Adjustments permitted by the Contract Documents, Contractor shall achieve Substantial Completion of the entire Work not later than one hundred fifty (150) Days after the Date of Commencement.

3.1.2 Final Completion. Subject to Contract Adjustments permitted by the Contract Documents, Contractor shall achieve Final Completion of the Work not later than fourteen (14) Days after the actual occurrence of Substantial Completion.

3.1.3 Contract Adjustments. The Contract Time shall be extended or shortened only in accordance with the provisions of the Contract Documents governing Contract Adjustments to the Contract Time.

3.2 LIQUIDATED DAMAGES TO COUNTY

3.2.1 County's Right. County and Contractor acknowledge that if Contractor fails to Substantially Complete the Work within the Contract Time for Substantial Completion, County will suffer substantial Losses, which would be both extremely difficult and impracticable to ascertain. On that basis they agree, as a reasonable estimate of those Losses and not a penalty, to the assessment and recovery by County of liquidated damages under this Section 3.2.

3.2.2 Per Diem Rate. If Contractor fails to actually achieve Substantial Completion of the entire Work within the Contract Time for Substantial Completion, Contractor shall pay to County as liquidated damages the amount of Three Thousand Dollars (\$3,000) per Day for each Day occurring after the expiration of the Contract Time for Substantial Completion until Contractor achieves Substantial Completion of the entire Work.

3.2.3 Adjustment for Extensions of Time. Subject to the provisions of Paragraph 8.2.8 of the General Conditions dealing with concurrency of Delays, liquidated damages shall not be charged to Contractor for a period of time for which the Contractor is entitled under the Contract Documents to a Contract Adjustment to the Contract Time for Substantial Completion.

3.2.4 Partial Completion. The liquidated damages provided for under this Section 3.2 shall not be reduced or apportioned: (1) for Substantial Completion of portions of the Work prior to Substantial Completion of the entirety of the Work; or (2) if portions of the Work are deleted pursuant to (a) the County's right to order Deleted Work; or (b) a termination by County of a portion of the Construction Contract or a deletion of portion of Work for the convenience of the County or due to an Event of Contractor Default.

3.2.5 Remedies. County may deduct any liquidated damages payable under this Section 3.2 from money due or to become due to Contractor under the Contract Documents, or pursue any other legal remedy to collect such liquidated damages from Contractor and/or its Surety.

3.2.6 Not a Limitation. County's rights under this Section 3.2 shall not be interpreted as precluding or limiting: (1) any right or remedy of County arising from an Event of Contractor Default other than a failure to achieve Substantial Completion of the Work within the Contract Time for Substantial Completion; or (2) County's right to order an acceleration, at Contractor's Own Expense, of performance of the Work to overcome Delay, including, without limitation, a Delay for which County has the right to assess liquidated damages under this Section 3.2.

3.3 LIQUIDATED DAMAGES TO CONTRACTOR

3.3.1 Contractor's Right. County and Contractor acknowledge and agree that if Contractor is unable due to Compensable Delay to actually achieve Substantial Completion of the Work within the Contract Time for Substantial Completion, Contractor and its affected Subcontractors will suffer Losses that would be both extremely difficult and impracticable to ascertain. On that basis they agree, as a reasonable estimate of those Losses and not a penalty, to the payment by County to Contractor of liquidated damages under this Section 3.3.

3.3.2 Daily Rate. Subject to the provisions of Paragraph 8.2.8 of the General Conditions dealing with concurrency of Delays, the Contract Price shall be increased by Change Order or Unilateral Change Order in the amount of One Thousand Dollars (\$1000) per Day as liquidated damages for each Day for which Contractor is entitled under the Contract Documents to a Contract Adjustment extending the Contract Time for Substantial Completion due to Compensable Delay, with no additional amount added thereto or calculated thereon for Allowable Markup or any other markup for overhead or profit to Contractor or any Subcontractor, of any Tier.

3.3.3 Payment by County. A Change Order or Unilateral Change Order setting forth a Contract Adjustment to the Contract Price for liquidated damages permitted by this Section 3.3 shall be executed following, and not before, actual Substantial Completion and prior to or contemporaneously with Final Completion. Notwithstanding any other provision of the Contract Documents to the contrary and without limitation to the County's rights of withholding payment to Contractor as permitted elsewhere in the Contract Documents or under Applicable Laws, any amounts due to the Contractor under this Section 3.3 shall be payable as part of, and not prior to the due date for payment of, Final Payment to Contractor.

3.3.4 Deleted Work. A Contract Adjustment shall be made pursuant to Subparagraph 8.2.6.2 of the General Conditions reducing the Contract Price and Contract Time in the event that the Contract Time is shortened due to (1) Deleted Work; or (2) a termination by County of a portion of the Construction Contract for convenience or due to an Event of Contractor Default.

3.3.5 Termination. County shall have no liability to Contractor to pay any liquidated damages under this Section 3.3, nor shall County have any other liability to Contractor or any Subcontractor for any Loss due to Delay (including, without limitation, Compensable Delay) in the event the Construction Contract is wholly terminated (whether such termination is a termination for cause by County or Contractor or a termination for convenience by County) at any time prior to expiration of the Contract Time for Substantial Completion set forth in Paragraph 3.1.1, above.

3.3.6 Exclusive Remedy. Liquidated damages payable by County under this Section 3.3 constitute the Contractor's sole and exclusive right and remedy for recovery from County of Losses to Contractor and its Subcontractors, of every Tier, that are attributable to Compensable Delay, regardless of the cause, duration or timing of the Compensable Delay and no other Contract Adjustment, or other form of compensation or reimbursement, of any kind, shall be made to Contractor or any Subcontractor, of any Tier, for any Loss resulting, directly or indirectly, from, or attributable to, any of the following: (1) Unexcused Delay or acceleration to overcome Unexcused Delay; (2) Excusable Delay or any acceleration not authorized by County in writing to overcome Excusable Delay; or (3) concurrency of a Compensable Delay with any different type or class of Unexcused Delay or Excusable Delay, whether such concurrency is a concurrency in cause or in effect.

3.3.7 WAIVER BY CONTRACTOR.

CONTRACTOR WAIVES THE RIGHT TO FURTHER RECOURSE OR RECOVERY OF COSTS OR DAMAGES BY REASON OF OR RELATED TO ANY DELAY (INCLUDING, WITHOUT LIMITATION, COMPENSABLE DELAY) THAT IS IN EXCESS OF OR NOT RECOVERED BY CONTRACTOR AS PART OF THE LIQUIDATED DAMAGES PAYABLE TO CONTRACTOR UNDER THIS SECTION 3.3.

**ARTICLE 4
CONTRACTOR COMPENSATION**

4.1 CONTRACT PRICE

4.1.1 Contract Price. County shall pay the Contractor in current funds for the Contractor's performance of the Work in accordance with the Contract Documents the Contract Price, exclusive of Contract Adjustments, of four million two hundred twenty seven thousand Dollars (\$4,227,000.00).

4.1.2 Basis. The Contract Price set forth in Paragraph 4.1.1, above, is based on the Bid submitted by Contractor as adjusted for Alternates accepted by County as set forth in Section 4.2, below.

4.1.3 Adjustments. The Contract Price is only subject to adjustment as permitted by the General Conditions for Contract Adjustments due to Compensable Changes, Deleted Work or Compensable Delay.

4.1.4 All-Inclusive Price. The Contract Price as adjusted for Contract Adjustment permitted by the Contract Documents is the total amount payable by County to Contractor for performance of the Work under the Contract Documents and is deemed to cover all Losses, foreseeable or unforeseeable, arising out of or related to past, present or future circumstances within or outside the control of the Contractor or its Subcontractors affecting the time or cost of performing the Work, including, without limitation, the effects of natural elements upon the Work, unforeseen difficulties or obstructions affecting the performance of the Work (including, without limitation, unforeseen conditions at the Site that do not constitute Differing Site Conditions) and unforeseen fluctuations in market conditions and price escalations (whether occurring locally, nationally or internationally).

4.2 ALTERNATES

The Contract Price includes the following Alternates, which are described in the Contract Documents and are hereby accepted by County:

Number	Description	Dollar Amount

4.3 UNIT PRICES

Unit prices agreed to by County and Contractor are as follows:

Description	Measurement Unit	Dollar Amount

ARTICLE 5 ENUMERATION OF CONTRACT DOCUMENTS

5.1 LIST OF CONTRACT DOCUMENTS

The Contract Documents include, without limitation, the following:

5.1.1 Construction Contract. The Contract Documents include this executed Standard Form of Construction Contract between County and Contractor.

5.1.2 General Conditions. The Contract Documents include the ☒ General Conditions of the Standard Form of Construction Contract between County and Contractor (Long Form) or ☐ General Conditions of the Standard Form of Construction Contract Between County and Contractor (Short Form).

5.1.3 Specifications. The Contract Documents include the following Specifications:

Title	Date	Divisions
SEE EXHIBIT 'A' WITH TABLE OF CONTENTS FOR SPECIFICATIONS AS APPROVED BY BOARD OF SUPERVISORS ON APRIL 9, 2013 AND INCORPORATED HEREIN.		

5.1.4 Drawings. The Contract Documents include the following Drawings dated April, 2013, unless a different date is shown below:

Sheet Number	Title	Date	Pages
SEE EXHIBIT 'B' WITH LIST OF DRAWINGS INCLUDED IN SPECIFICATIONS APPROVED BY BOARD OF SUPERVISORS ON APRIL 9, 2013 AND INCORPORATED HEREIN.			

5.1.1 Addenda. The Contract Documents include the following Addenda:

Addendum Number	Title	Date	Pages
1	ADDENDUM #1	April 4, 2013	2
2	ADDENDUM #2	May 6, 2013	2
3	ADDENDUM #3	May 14, 2013	12

5.1.1 Reference Documents. The Contract Documents include the following Reference Documents:

Title	Author	Date	Pages
Geotechnical Report	Sladden Engineering	January 28, 2013	87
Fire Flow Analysis	Indio Water Authority	January 23, 2013	6
Sheriff's Station Original Drawings 1983	Donald A. Wexler Ass.	March 1, 1983	36
Outside Plant Specifications	Riverside County IT	July 18, 2012	17
RCIT Vault Specifications	Riverside County IT	October 14, 2009	5

5.1.1 List Other Contract Documents, if any

**ARTICLE 6
SPECIAL REQUIREMENTS**

6.1 LABOR CODE SECTION 1861 CERTIFICATION

By signing below, Contractor certifies that he/she/it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the California Labor Code, and that he/she/it will comply with such provisions before commencing the performance of the Work.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN 10 YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CALIFORNIA, 95826.

IN WITNESS WHEREOF, the parties hereto have made and executed four (4) originals of this Construction Contract, on _____ [to be filled in by Clerk of the Board].

[SIGNATURES ON FOLLOWING PAGE]

"COUNTY"

COUNTY OF RIVERSIDE

By: John J. Benoit
JOHN J. BENOIT, Chairman
Board of Supervisors

ATTEST:

Kecia Harper-Ihem
Clerk of the Board

By: Kecia Harper-Ihem
Deputy

(SEAL)

FORM APPROVED COUNTY COUNSEL

BY: Marsha L. Victor 6/13/13
MARSHA L. VICTOR DATE

"CONTRACTOR"

Lifetime Industries, Inc. dba:
Parkwest Construction Company

(sign on line above)

By: Ronald G. Moore
(type name)

Title: President

The following information must be provided
concerning the Contractor:

State whether Contractor is corporation,
individual, partnership, joint venture or other:
Corporation

If "other", enter legal form of business:

Enter address:

P.O. Box 790
Redlands, CA 92373

Telephone: (909) 798-1333

Facsimile: (909) 793-2485

Email: ron@parkwestco.com

Employer State

Tax ID #: 95-3712759

State Contractor License #: 580133

If Contractor is not an individual or corporation,
list names of 4 representatives who have
authority to contractually bind Contractor:

N/A

If Contractor is a corporation, state:

Name of President: Ronald G. Moore

Name of Secretary: Ronald G. Moore

State of Incorporation:
California

Project No. FM08110000280

Bond No. 105841534

Executed in five originals

Premium: \$41,561.00

PERFORMANCE BOND

(Public Work – Public Contract Code Section 20129 (b))

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the County of Riverside ("County") by action of the Board of Supervisors on _____, 20____, has awarded Construction Contract Number _____ ("Contract") to the undersigned Lifetime Industries, Inc. as Principal ("Principal") to perform the work ("Work") for the following project: Alternate Emergency Operations Center, Project No.: FM08110000280, which Contract is by this reference hereby incorporated herein and made a part hereof;

*dba Parkwest Construction Company

AND, WHEREAS, said Principal is required by the Contract and/or by California Public Contract Code, Section 20129 (b) to furnish a performance bond for the faithful performance of the Contract;

Travelers Casualty and Surety

NOW THEREFORE, we, the Principal and Company of America ("Surety"), an admitted surety insurer pursuant to Code of Civil Procedure, Section 995.120, are held and firmly bound unto County in the penal sum of Four Million Two Hundred Twenty Seven Thousand and 00/100

Dollars (\$ 4,227,000.00), this amount being not less than one hundred percent (100%) of the total sum payable by County under the Contract at the time the Contract is awarded by County to the Principal, lawful money of the United States of America, for the payment of which sum well and truly to be made, we, Principal and Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Principal, its heirs, executors, administrators, successors or assigns approved by County, shall in all things stand to and abide by and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the Contract, including, without limitation, all obligations during the original term and any extensions thereof as may be granted by County, with or without notice to Surety thereof (including, without limitation, the obligation for Principal to pay liquidated damages), all obligations during the period of any warranties and guarantees required under the Contract and all other obligations otherwise arising under the terms of the Contract (such as, but not limited to, obligations of indemnification), all within the time and in the manner therein designated in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

Whenever Principal shall be, and is declared by County to be, in default under the Contract, the Surety shall promptly either remedy the default, or, if the Contract is terminated by County or the Principal's performance of the Work is discontinued, Surety shall promptly complete the Contract through its agents or independent contractors, subject to acceptance of such agents or independent contractors by County as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract (including, without limitation, all obligations with respect to payment of liquidated damages) less the "Balance of the Contract Price" (as hereinafter defined); subject to the penal amount of this bond as set forth above. The term "Balance of the Contract Price," as used in this paragraph, shall mean the total amount payable to Principal by County under the Contract and any modifications thereto, less the amount previously paid by County to the Principal and less amounts that County is authorized to withhold under the terms of the Contract.

If County determines that completion of the Contract by Surety or its agents or independent contractors must be performed by a lowest responsible bidder selected pursuant to a competitive bidding process, then Surety shall comply with such processes in accordance with the requirements of County and applicable laws. Unless otherwise approved by District, in the exercise of its sole and absolute discretion, Surety shall not utilize Principal in completing performance of the Work.

No right of action shall accrue on this bond to or for the use of any person or entity other than County or its successors or assigns.

In the event any legal proceeding or arbitration is brought upon this bond by County and judgment or award is entered in favor of County as the prevailing party, Surety shall pay all costs and attorney's fees incurred by the County.

Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.


Surety, for value received, agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, shall in any way impair or affect Surety's obligation under this bond, and Surety does hereby waive notice of any such changes, extensions of time, alterations or additions.

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, joint and severally, or against any one or more of them or against less than all of them, without impairing County's rights against the others.

Lifetime Industries, Inc. dba:
Parkwest Construction Company
(Firm Name – Principal)

Affix Seal if Corporation

P.O. Box 790
Redlands, CA 92373

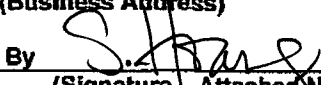
(Business Address)
By 
(Original Signature)

Ronald G. Moore, President
(Title)

Travelers Casualty and Surety Company of America
(Corporation Name – Surety)

Affix Corporate Seal

One Hartford Square, Hartford, CT 06183

(Business Address)
By 
(Signature - Attached Notary's Acknowledgment)
Stephanie Hoang
ATTORNEY-IN-FACT
(Title-Attach Power of Attorney)

Note: Notary acknowledgment of signatures of Bidder and Surety, and Surety's Power of Attorney, must be included or attached

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Bernardino

On June 7, 2013 before me, Joanne Tomsello, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared Ronald G. Moore

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Performance Bond

Document Date: June 5, 2013

Number of Pages: -3-

Signer(s) Other Than Named Above: Stephanie Hoang

Capacity(ies) Claimed by Signer(s)

Signer's Name: Ronald G. Moore

☐ Individual

☒ Corporate Officer — Title(s): President

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Individual

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
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RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On 6/5/13

Date

before me,

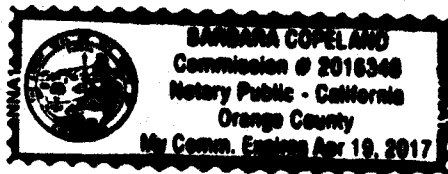
Barbara Copeland, Notary Public

Here Insert Name and Title of the Officer

personally appeared

Stephanie Hoang

Name(s) of Signer(s)



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

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

WITNESS my hand and official seal.

Signature

Barbara Copeland

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Stephanie Hoang

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

Signer Is Representing: _____

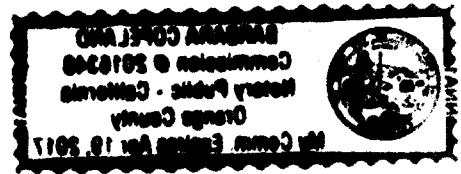
RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here





POWER OF ATTORNEY

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 223980

Certificate No. 004504390

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Eric Lowey, Mark Richardson, Stephanie Hoang, and Shawn Blume

of the City of Costa Mesa, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 6th day of September, 2011.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

By: _____

George W. Thompson
 George W. Thompson, Senior Vice President

On this the 6th day of September, 2011, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2016.



Marie C. Tetreault
 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 5th day of June, 20 13.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

Bond No. 105841534

Executed in five originals

Premium listed on Performance Bond

(Public Work - Civil Code Sections 9550 et seq.)

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the County of Riverside ("County") by action of the Board of Supervisors on _____, 20____, has awarded Construction Contract Number _____ ("Contract") to the undersigned Lifetime Industries, Inc. as Principal ("Principal") to perform the work ("Work") for the following project Alternate Emergency Operations Center, Project No.: FM08110000280;

*dba Parkwest Construction Company

AND, WHEREAS, said Principal is required by the Contract and/or by Division 3, Part IV, Title XV, Chapter 7 (commencing at Section 9550) of the California Civil Code to furnish a payment bond in connection with the Contract:

NOW THEREFORE, we, the Principal and Travelers Casualty and Surety Company of America ("Surety"), an admitted surety insurer pursuant to Code of Civil Procedure, Section 995.120, are held and firmly bound unto County in the penal sum of Four Million Two Hundred Twenty Seven Thousand and 00/100 Dollars (\$ 4,227,000.00), this amount being not less than one hundred percent (100%) of the total sum payable by County under the Contract at the time the Contract is awarded by County to the Principal, lawful money of the United States of America, for the payment of which sum well and truly to be made, we, Principal and Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Principal, its heirs, executors, administrators, successors, or assigns approved by County, or its subcontractors, of any contracting tier, shall fail to pay any person or persons named in California Civil Code, Section 9554, then Surety will pay for the same, in or to an amount not exceeding the penal amount hereinabove set forth, and also will pay to the prevailing party if suit is brought upon this bond, reasonable attorney's fees as provided in California Civil Code, Section 9554.

Surety, for value received, agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the Work to be performed thereunder, nor any rescission or attempted rescission of the Contract or this bond, nor any conditions precedent or subsequent in the bond or Contract attempting to limit the right of recovery of any claimant otherwise entitled to recover under the Contract or this bond shall in any way impair or affect Surety's obligation under this bond, and Surety does hereby waive notice of any such changes, extensions of time, alterations or additions.

Surety is not released from liability to those for whose benefit this bond has been given, by reason of any breach of the Contract by County or Principal.

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, joint and severally, or against any one or more of them or against less than all of them, without impairing County's rights against the others.

Lifetime Industries, Inc. dba:
Parkwest Construction Company

Affix Seal if Corporation

(Firm Name - Principal)

P.O. Box 790

Redlands, CA 92373

(Business Address)

By 

(Original Signature)

Ronald G. Moore, President

(Title)

Travelers Casualty and Surety Company of America

(Corporation Name - Surety)

Affix Corporate Seal

One Hartford Square, Hartford, CT 06183

(Business Address)

By 

(Signature - Attached Notary's Acknowledgment)

Stephanie Hoang

ATTORNEY-IN-FACT

(Title-Attach Power of Attorney)

Note: Notary acknowledgment of signatures of Bidder and Surety, and Surety's Power of Attorney, must be included or attached

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Bernardino

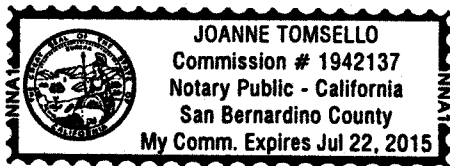
On June 7, 2013 before me, Joanne Tomsello, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared Ronald G. Moore

Name(s) of Signer(s)



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

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

WITNESS my hand and official seal.

Place Notary Seal Above

Signature

Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Payment Bond

Document Date: June 5, 2013

Number of Pages: -2-

Signer(s) Other Than Named Above: Stephanie Hoang

Capacity(ies) Claimed by Signer(s)

Signer's Name: Ronald G. Moore

☐ Individual

☒ Corporate Officer — Title(s): President

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

☐ Individual

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On 6/5/13

Date

before me,

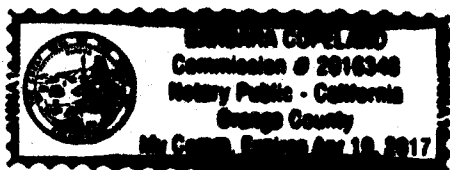
Barbara Copeland, Notary Public

Here Insert Name and Title of the Officer

personally appeared

Stephanie Hoang

Name(s) of Signer(s)



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

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

WITNESS my hand and official seal.

Signature

Barbara Copeland

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Stephanie Hoang

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

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

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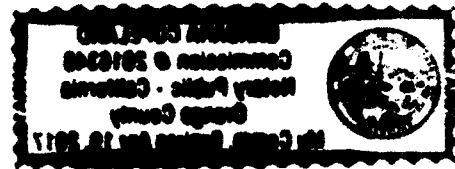
Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

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

Labor Code Section 3700 states:

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation by 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 either as an individual employer, or as one employer in a group of employers, 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 or her employee.

(c) For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

For purposes of this section, 'state' shall include the superior courts of California."

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Lifetime Industries, Inc. dba:
Parkwest Construction Company

(Name of Contractor)

President

By: _____

Ronald G. Moore

(Name of Signer)



(Signature)

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

DECLARATION OF SUFFICIENCY OF FUNDS

(California Labor Code Section 2810)

I, the undersigned, an authorized representative of Lifetime Industries^{*} ("Bidder") with authority to make the statements contained in this Declaration on behalf of Bidder, hereby declare the following:
* Inc. dba: Parkwest Construction Company

1. The Bidder's employer identification number for state tax purposes is 95-3712759.

2. The Bidder's workers' compensation insurance policy number is 9039092-2012 and the name, address, and telephone number of the insurance carrier providing said insurance is: State Compensation Insurance Fund, P.O. Box 42087, San Francisco, CA 94142, Contact Tammy Gant (909) 890-9707.

3. The following information is provided concerning any and all vehicles that are owned by the Bidder and that will be used for transportation in connection with any service provided for the performance of the Work that is the subject of the Bidder's Bid [Insert information requested. Attach additional sheets, if needed.]:

Vehicle	Vehicle ID #	Vehicle. Liability Insurance Policy Number (of policy covering vehicle)	Name, Address and Telephone Number of Vehicle Liability Insurance Carrier (issuing policy covering vehicle)
None			

4. The following is the address of any real property that will be used to house workers in connection with the performance of the Work that is the subject of the Bidder's Bid [If no such housing will be provided, enter "none"]: None

5. The actual or estimated number of workers that will be employed to perform the Work that is the subject of the Bidder's Bid, the total amount of wages to be paid to said workers, and the dates on which said wages will be paid are as follows [Attach additional sheets, if needed.]:

<i>Total Number of Workers</i>	<i>Total Amount of Wages</i>	<i>Date(s) for Payment of Wages</i>
-1-	\$45,000	Thursday

6. Check only one of the following boxes, as applicable:

☐ The statement of number of workers declared in Paragraph 5, above, is a statement of the actual number of workers that will be employed.

☒ The actual number of workers requested in Paragraph 5, above, is unknown and therefore the statement of number of workers declared therein is based on the Bidder's best estimate available at the time of submitting its Bid, rather than the actual number of workers that will be employed and if and when the actual number of workers and the other information requested above is available, it will be reported to the County of Riverside by Bidder in writing.

7. The actual or estimated total number of persons who will be utilized as independent contractors to perform the Work of the Project that is the subject of the Bidder's Bid (together with their known, current local, state, and federal contractor license identification numbers that each is required to have under local, state or federal laws or regulations) are as follows [Attach additional sheets, if needed.]:

<i>List of Independent Contractors</i>	<i>Current, local, state and federal contractor license identification number</i>
See Attached	

List of Independent Contractors	Contractor's License #
Dustin Smith Equipment	893161
Central City Enterprises	661925
Commercial Scaffolding of Calif.	835630
Holtz Construction	571968
Law Steel Inc.	714952
Fence Works	745223
Sphinx Landscaping	938273
D. Kilefner Construction	897847
D. Bertino Mfg.	520857
Best Contracting	456263
Vorwaller & Brook Inc.	832987
Hour Glass & Mirror	233292
El Dorado Plastering	397523
PWI Construction	768037
Continental Marble & Tile	394
C G Acoustics	951228
Riccardi Floor Covering	929568
Streamline Painting	799584
P S I 3 G Inc.	921993
Shasta Fire Protection	476633
Abco Services	877643
United Contractors	416125
Masco	221517
Desert Cooling	973077
F. E. C. Electric, Inc.	743507

8. Check only one of the following boxes, as applicable:

☐ The statement of number of independent contractors declared in Paragraph 7, above, is a statement of the actual number of independent contractors that will be utilized.

☒ The actual number of independent contractors requested in Paragraph 7, above, is unknown and therefore the statement of number of independent contractors declared therein is based on the Bidder's best estimate available at the time of submitting its Bid, rather than the actual number of independent contractors that will be utilized, and if and when the actual number of independent contractors and the other information requested above is available, it will be reported to the County of Riverside by Bidder in writing.

I, the undersigned, declare under penalty of perjury that the foregoing statements are within my personal knowledge and are true and correct. Executed on this sixth day of June, in the year 2013 at Redlands, California.



(signature)

Ronald G. Moore, President

Type Name of Signer:

Lifetime Industries, Inc. dba:
Parkwest Construction Company

Type Name of Bidder:



CERTIFICATE OF LIABILITY INSURANCE

OP ID: TG1

DATE (MM/DD/YYYY)

06/10/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Unickel & Associates Insurance Unickel & Assoc. Lic#0827703 P.O. Box 10727 San Bernardino, CA 92423-0727		Phone: 909-890-9707 Fax: 909-890-9237	CONTACT NAME: Tammy Gant PHONE (A/C, No, Ext): 909-890-9707 FAX (A/C, No): 909-890-9237 E-MAIL ADDRESS: tgant@unickelinsurance.com PRODUCER CUSTOMER ID #: PARKW-1
INSURED Lifetime Industries, Inc. DBA: Parkwest Construction Co P. O. Box 790 Redlands, CA 92373	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Great American Assurance Co		22136
	INSURER B: Travelers Cas Ins Co of America		19046
	INSURER C: Mercury Casualty Company		11908
	INSURER D: State Compensation Ins Fund		35076
	INSURER E: Great American Insurance Co		
INSURER F:			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Ded \$2,500.00 <input checked="" type="checkbox"/> OCP / XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X	GLP 210 14 93	10/01/2012	10/01/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> NO LIAB DED.		BA 196M8105-12	10/01/2012	10/01/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000		UMB 210 14 94	10/01/2012	10/01/2013	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A X	9039092-2012	01/01/2013	01/01/2014
D	Builders Risk		TBA			Limit 4,227,000 Ded 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

*Except 10 day notice of cancellation for non-payment of premium.
County, its Agencies, Districts, Special Districts & Departments & their respective Directors, Officers, elected or appointed Officials, Agents, Employees, & Representatives including without limitation, the members of the Board of Supervisors, and all other Indemnities, as Additional Insured.

CERTIFICATE HOLDER**CANCELLATION**

County of Riverside
4080 Lemon Street
Riverside, CA 92502

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC
STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. SECTION II - WHO IS AN INSURED is amended to include as an Additional Insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an Additional Insured on your policy. Such person or organization is an Additional Insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. your acts or omissions; or
2. the acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the Additional Insured.

A person's or organization's status as an Additional Insured under this endorsement ends when your operations for that Additional Insured are completed.

B. With respect to the insurance afforded to these Additional Insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. the preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. supervisory, inspection, architectural or engineering activities.
2. "Bodily injury," or "property damage" occurring after:
 - a. all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the Additional Insured(s) at the location of the covered operations has been completed; or
 - b. that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

**Name of Additional Insured
Person(s) or Organization(s):**

Any person or organization that "you" and such person or organization have agreed in writing in a contract that such person or organization be added as an additional insured on "your" policy, but only for "your non-residential work" during this policy period.

Location and Description of Completed Operations:

"Your non-residential work" performed during this policy period.

Additional Premium: Included

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

SECTION II - WHO IS AN INSURED is amended to include as an Additional Insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that Additional Insured and included in the "products-completed operations hazard."

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY NON-CONTRIBUTORY INSURANCE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM

This insurance is primary to any other insurance held by third parties with respect to work performed by you under written contractual agreements with such third parties and any other insurance which may be available to such third parties shall be non-contributory.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

Schedule

Name of Person or Organization:

Any person or organization for whom or on whose behalf "you" are performing operations when "you" and such person or organization have agreed in writing in a contract to waive any right of recovery "we" may have against such person or organization.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to paragraph 8. Transfer of Rights of Recovery Against Others to Us of SECTION IV - **CONDITIONS:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard." This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

Designated Construction Project(s):

Any construction project where "you" are performing operations when "you" have agreed in writing in a contract that a separate General Aggregate Limit shall apply to such construction project, but only if "your work" on or at the construction project is performed during the period of this policy.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. For all sums which the Insured becomes legally obligated to pay as damages caused by "occurrences" under **SECTION I - COVERAGE A**, and for all medical expenses caused by accidents under **SECTION I - COVERAGE C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard," and for medical expenses under Coverage C regardless of the number of:
 - a. insureds;
 - b. claims made or "suits" brought; or
 - c. persons or organizations making claims or bringing "suits."

3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage to Premises Rented to You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
- B. For all sums which the Insured becomes legally obligated to pay as damages caused by "occurrences" under SECTION I - COVERAGE A, and for all medical expenses caused by accidents under SECTION I - COVERAGE C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of SECTION III - LIMITS OF INSURANCE not otherwise modified by this endorsement shall continue to apply as stipulated.



ENDORSEMENT AGREEMENT
WAIVER OF SUBROGATION

REP 25
9039092-13
RENEWAL
SP
2-60-31-72
PAGE 1

HOME OFFICE
SAN FRANCISCO

ALL EFFECTIVE DATES ARE
AT 12:01 AM PACIFIC
STANDARD TIME OR THE
TIME INDICATED AT
PACIFIC STANDARD TIME

EFFECTIVE MAY 28, 2013 AT 12.01 A.M.
AND EXPIRING JANUARY 1, 2014 AT 12.01 A.M.

LIFETIME INDUSTRIES, INC

PO BOX 790
REDLANDS, CA 92373

ANYTHING IN THIS POLICY TO THE CONTRARY NOTWITHSTANDING,
IT IS AGREED THAT THE STATE COMPENSATION INSURANCE FUND
WAIVES ANY RIGHT OF SUBROGATION AGAINST,

COUNTY OF RIVERSIDE

WHICH MIGHT ARISE BY REASON OF ANY PAYMENT UNDER THIS
POLICY IN CONNECTION WITH WORK PERFORMED BY,

LIFETIME INDUSTRIES, INC

IT IS FURTHER AGREED THAT THE INSURED SHALL MAINTAIN
PAYROLL RECORDS ACCURATELY SEGREGATING THE REMUNERATION
OF EMPLOYEES WHILE ENGAGED IN WORK FOR THE ABOVE
EMPLOYER.

IT IS FURTHER AGREED THAT PREMIUM ON THE EARNINGS OF SUCH
EMPLOYEES SHALL BE INCREASED BY 03%.

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE
OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS
POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR
LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

MAY 30, 2013

2570

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO

**FIRST AMENDMENT TO AGREEMENT BETWEEN
COUNTY OF RIVERSIDE AND HOLT ARCHITECTS FOR SERVICES REGARDING
ALTERNATE EMERGENCY OPERATIONS CENTER, COMMUNICATIONS HUB
AND TOWER RELOCATION PROJECT**

The County of Riverside ("County") and Holt Architects ("Architect") of Rancho Mirage, California, hereby agree to amend the Standard Form of Professional Services Agreement ("Original Agreement") for architectural services associated with the Alternate Emergency Operations Center (FM08110000280) originally approved on March 12, 2013, Agenda Item 3.62, as follows:

1. Pursuant to Section 5.3.1 of the Original Agreement, the parties herein agree that Architect shall be paid a lump sum price of \$ 140,701.00 as Additional Services Compensation for the Additional Services to be set forth in Exhibit B-1 hereto. There is therefore added to Section 5.3.1, the following:

"5.3.1.1 Exhibit B-1, Additional Services Compensation Fee of \$ 140,751.00."
2. Exhibit B, Description of Basic Services, Additional Services and Excluded Services provided that those professional services marked as "No" on the Original Agreement were deemed to be Additional Services. Pursuant to Section 5.3.2 of the Original Agreement, the parties may agree that Architect shall perform Additional Services which may be based on a lump sum price. The parties herein set forth in Exhibit B-1, consisting of one page, attached hereto and incorporated herein, Additional Services which shall be performed by Architect, which services were either marked as "No" on the Original Agreement, or which were included within a current category of work but were not within the agreed scope contemplated by the parties upon execution of the Original Agreement.
3. Exhibit G, Reimbursable Expense Schedule, shall be modified to read as follows:

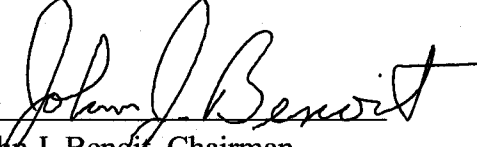
"Reimbursable Expenses Not-To-Exceed (aggregate): \$8,250.00"
4. All other terms and conditions, to the extent not modified herein, shall remain in full force and effect.

[REMAINDER OF PAGE LEFT BLANK]


JUN 25 2013 3-7

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this First Amendment on the date noted below.

COUNTY OF RIVERSIDE:

By: 
John J. Bendit, Chairman
Board of Supervisors

ARCHITECT
Holt Architects

By: 
Timothy Holt, President


ATTEST:

Kecia Harper-Ihem
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:

Pamela J. Walls
County Counsel

By:  6/18/13
Marsha L. Victor
Principal Deputy County Counsel

AMENDMENT NO.: 1

EXHIBIT B-1

ADDITIONAL SERVICES

Communications: Audio/Visual Consulting Services: Development of plans and specifications and bidding assistance for audio and visual hardware and software for command center. **\$114,800.00**

Structural: Structural Engineering Services: Additional engineering services including drawings, calculations and specifications for the removal of 200 linear feet of interior bearing walls and replacement with a beam and column system; addition of 54'x76' raised roof area over Operations Command Center and review of mechanical screen submittals; Addition of new raised access floor area and new conduit trenches to telecomm rooms. **\$14,700.00**

Civil: Geotechnical Engineering: Geotechnical investigations including borings of site and comprehensive report to determine design criteria. **\$3,518.00**

Plumbing : Sanitary Sewer Camera Service: Camera Survey of the building and determination of location depth and condition of sewer lines. **\$1,433.00**

Furniture, Furnishing, Artwork: Furniture Design Services: Professional design services for 14,000 square foot office space. **\$6,300.00**

Total **\$140,751.00**

Reimbursable Expenses: **\$2,850.00**