

**SUBMITTAL TO THE FLOOD CONTROL AND  
WATER CONSERVATION DISTRICT BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

108B



**FROM:** General Manager-Chief Engineer

**SUBMITTAL DATE:**  
October 8, 2013

**SUBJECT:** Project Award HVAC and Boiler Units and EMS Replacement, Project No. 1-0-00001  
[Total Project Cost: \$893,000.00]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the low bid submitted by the firm of RAN Enterprises, Inc. for \$893,000.00 for the construction of the above referenced project.
2. Authorize the Chairman to execute the contract on behalf of the District.

**BACKGROUND:**

Summary

The bid documents have been reviewed and approved for award by County Counsel.

**WARREN D. WILLIAMS**  
General Manager-Chief Engineer

IMG:rip  
P8\156017

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost:</b>	<b>POLICY/CONSENT (per Exec. Office)</b>
<b>COST</b>	\$ 893,000.00	\$ 0	\$ 893,000.00	\$	Consent <input type="checkbox"/> Policy <input type="checkbox"/>
<b>NET DISTRICT COST</b>	\$ 893,000.00	\$ 0	\$ 893,000.00	\$	

<b>SOURCE OF FUNDS:</b> 33000-947100-542040 Flood Control Capital Project	<b>Budget Adjustment:</b> No
	<b>For Fiscal Year:</b> 13/14

**C.E.O. RECOMMENDATION:**

APPROVE

BY:   
Steven C. Horn, MPA

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Tavaglione, 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: October 8, 2013

Kecia Harper-Ihem  
Clerk of the Board  
By:   
Deputy

Prev. Agn. Ref.: 11.11 of 08/20/13 | District: All | Agenda Number:

**11-5**

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

FISCAL PROCEDURES APPROVED  
JEANINE J. REY, FINANCE DIRECTOR  
BY: 9/30/13  
JEANINE J. REY  
156017 Departmental Council

FORM APPROVED COUNTY COUNSEL  
DATE: 9/20/13  
BY:   
NEAL R. KIPNIS

- A-30
- Positions Added
- 4/5 Vote
- Change Order

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT  
BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**  
**FORM 11: Project Award HVAC and Boiler Units and EMS Replacement, Project No. 1-0-00001**  
[Total Project Cost: \$893,000.00]

**DATE:** October 8, 2013

**PAGE:** Page 2 of 2

**Impact on Citizens and Businesses**

This Project will occur at the District's Headquarters at 1995 Market Street, Riverside, CA. No impact to citizens or businesses is anticipated.

SPECIFICATIONS and CONTRACT DOCUMENTS

BOARD OF SUPERVISORS

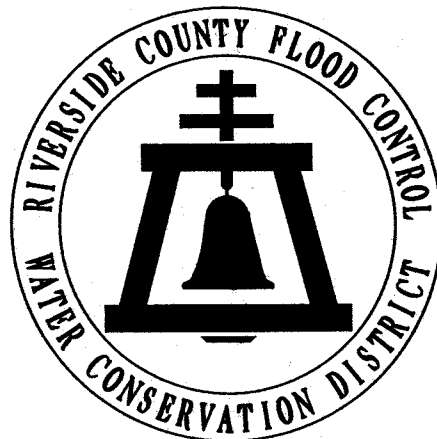
000001

for the CONSTRUCTION of

**RIVERSIDE COUNTY  
FLOOD CONTROL  
HVAC AND BOILER UNITS  
AND EMS REPLACEMENT**

PROJECT NO. 1-0-00001

RIVERSIDE COUNTY, CALIFORNIA



FORM APPROVED COUNTY COUNSEL  
BY: *Neal R. Kipnis* DATE: *8/13*

OCT 08 2013 *HS Contract*

AUG 20 2013 *11-11 p/s*



RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT

September 17, 2013

**ADDENDUM NO. 1  
TO  
HVAC AND BOILER UNITS AND EMS REPLACEMENT**

RIVERSIDE COUNTY, CALIFORNIA

**Bid Opening Date: Thursday, September 19, 2013 at 11:00 a.m.**

**PROPOSAL**

**REPLACE PROPOSAL** in its entirety (Page VIII) to accommodate signature line on the bottom of Page VIII for acknowledgment of the addendum.

**TECHNICAL SPECIFICATIONS**

The District intends for Public Contract Code Section 3400 to apply to this project. Any item stated in the bid specifications and contract documents that refers to a specific brand, trade name or similar shall be followed by the words "or approved equal". For example, any Automated Logic Corporation product referred to in the bid specifications and contract documents shall be followed by the words "or approved equal".

The District will not answer further inquiries on this issue prior to the time for submittal of bids as this clarification sufficiently addresses any questions.

\*\*\*\*\*

**NOTE:** Bidders are required to acknowledge receipt of all addenda at the bottom of **Page VIII** of the **PROPOSAL**. Failure to acknowledge all addenda on the bid form may cause the bid to be considered not responsive to the invitation, which would require rejection of the bid.

WARREN D. WILLIAMS  
General Manager-Chief Engineer

PROPOSAL

For the Construction of **HVAC and Boiler Units and Energy Management System Replacement**, located at the Riverside County Flood Control and Water Conservation District Office, 1995 Market Street, Riverside, California, consisting of the following estimated quantities:

ITEM NO.	ITEM OF WORK	UNIT	QUANTITY	UNIT COST	TOTAL COST
1.	Mobilization	L.S.	1		
2.	Remove and Replace new HVAC units; Boilers units; Energy Management System (EMS); Furnish and Install new Ductless Split System and all incidentals; Provide a turnkey operation for all new units and systems per the Contract Documents	L.S.	1		
3.	Extra Directed Work	L.S.	1	\$50,000	\$50,000
<b>TOTAL</b>					

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Address

\_\_\_\_\_  
S.S.N. or E.I.N.

\_\_\_\_\_  
City, State, Zip

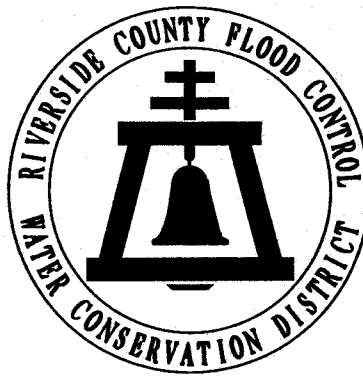
\_\_\_\_\_  
Contractor's License No. and Classification

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Email

**ADDENDUM NO. 1 ACKNOWLEDGED** \_\_\_\_\_



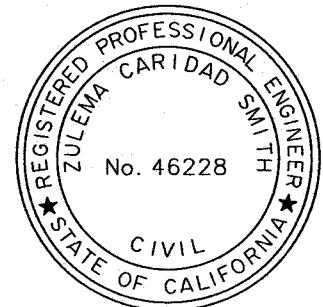
SPECIFICATIONS and CONTRACT DOCUMENTS  
for the CONSTRUCTION of  
HVAC AND BOILER UNITS  
AND EMS REPLACEMENT

PROJECT NO. 1-0-00001

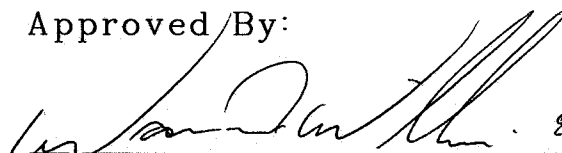
These specifications and contract documents have been prepared under the direction of the following Registered Civil Engineers:

Recommended By:

  
Chief, Operations & Maintenance      8-5-13  
Date



Approved By:

  
General Manager—Chief Engineer      8-5-13  
Date



# GENERAL PROVISIONS

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NOTICE TO CONTRACTORS

Riverside County Flood Control and Water Conservation District hereinafter called "District", invites sealed proposals for construction of:

**HVAC and Boiler Units and  
Energy Management System Replacement**

**Project No. 1-0-00001**

**located in the city of Riverside**

**Riverside County, California**

Specifications and Contract Documents may be examined at the District's office at 1995 Market Street, Riverside, California, and may be obtained upon payment to District of **\$60.00** per set, received at the District's office and **\$65.00** per set if mailed. The Specifications and Contract Documents are also offered on CD-ROM for \$10.00 received at the District's office and \$15.00 if mailed. No refund.

Each proposal must be accompanied by a certified or cashier's check or bid bond equal to ten percent (10%) of the amount bid, payable to the Riverside County Flood Control and Water Conservation District as a guarantee that the Contractor will, if awarded the contract, execute a satisfactory contract and furnish the required bonds and proof of insurance.

Proposals must be in accordance with the instructions and filed with District by **11:00 a.m. on Thursday, September 19, 2013** at the District office at the above address which time and place are fixed for the public opening of bids.

General prevailing rate per diem wages and general prevailing rate of per diem wages for holiday and overtime work, including employer payments for health and welfare, pension, vacation, apprentices and similar purposes for each craft, classification or type of workman needed for execution of contracts under the jurisdiction of District have been obtained by the Board of Supervisors of the District from the

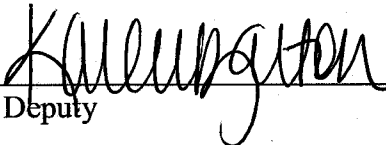
Director of Industrial Relations of the State of California for the area where the work is to be done. The said determinations are on file in the principal office of the District, and will be made available to any interested person upon request.

Contractors submitting proposals for this project shall have a "B" or "C-20" Contractors license from the State of California in order to be considered eligible for the contract award.

Dated: August 20, 2013

RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT

KECIA HARPER-IHEM  
Clerk of the Board

BY  \_\_\_\_\_  
Deputy

## INSTRUCTIONS TO BIDDERS

QUANTITIES: The amount of work to be done or materials to be furnished under the Contract as noted in the proposal, are but estimates and are not to be taken as an expressed or implied statement that the actual amount of work or materials will correspond to the estimate.

The right is reserved to increase or decrease or to entirely eliminate certain items from the work or materials if found desirable or expedient.

The Contractor will be allowed no claims for anticipated profits, loss of profits or for any damages of any sort because of any difference between the estimated and the actual amounts of work done, or materials furnished or used in the completed project.

The Contractor is cautioned against unbalancing of his bid by prorating his overhead into one or two items only when there are a number of items on the schedule. The overhead and indirect charges should be prorated on all items in schedule.

DISCREPANCIES AND OMISSIONS: Discrepancies, omissions, ambiguities, or requirements likely to cause disputes between trades and similar matters shall be promptly brought to the attention of the Engineer. When appropriate, Addenda will be issued by District. No communication by anyone as to such matters except by an Addendum affects the meaning or requirements of the Contract Documents.

WITHDRAWAL OF PROPOSALS: Any proposal may be withdrawn at any time prior to the hour fixed in the Notice to Contractors for the opening of proposals, provided that a request in writing, executed by the bidder or his duly authorized representative, for the withdrawal of such proposal, is filed with the Chief Engineer. The withdrawal of a proposal shall not prejudice the right of a bidder to file a new proposal.

AGREEMENT OF FIGURES: If the unit prices and the total amounts named by the bidder in the proposal do not agree, the unit prices alone will be considered as representing the bidder's intention.

INVALID PROPOSALS: Proposal submitted by telegraph or fax transmission and those which fail to reach the place fixed for opening of proposals prior to the date and hour set for opening same, will not be considered.

INSPECTION OF SITE: Bidders must examine the site and acquaint themselves with all conditions affecting the work.

Information derived from maps, plans or specifications, or from the Chief Engineer or his assistants, will not relieve the successful bidder from properly carrying out all the terms of the written contract.

By the submitting of a proposal, the bidder will be held to have personally examined the site and the drawings, to have carefully read the specifications and to have satisfied himself as to his ability to meet all the difficulties attending the execution of the proposed contract before the delivery of his proposal and agrees that if he is awarded the contract, he will make no claim against the Board of Supervisors based on ignorance or misunderstanding of the contract provisions.

QUALIFICATIONS OF BIDDERS: No proposal will be accepted from a contractor who is not licensed under laws of California, as evidenced by the submittal of the Statement of Licensure. No award will be made to any bidder who cannot give satisfactory assurance to the Board of Supervisors as to his own ability to carry out the contract, both from his financial standing and by reason of his previous experience as a contractor on work of the nature contemplated in the contract. The bidder is required to submit his record of work of similar nature to that proposed under these specifications, and unfamiliarity with the type of work may be sufficient cause for rejection of a proposal.

A bid shall be rejected and a bidder shall be disqualified to bid on a District project if the bidder or any officer, manager, partner or shareholder of the bidder within the eighteen month period prior to the bid date shall have been an officer or employee of the District.

PROPOSAL FORMS: Attention of all bidders is called to the proposal affidavit forms attached hereto and bidders are cautioned that all proposals submitted must be accompanied by the proper affidavit, properly executed. Proposals will be made on forms furnished by District.

REJECTION OF PROPOSALS CONTAINING ALTERATIONS, ERASURES OR IRREGULARITIES: Proposals may be rejected if they show any alterations of form, additions not called for, conditional proposals, incomplete proposals, erasures or irregularities of any kind. Erasures or interlineations in the proposal must be explained or noted over the signature of the bidder.

PUBLIC OPENING OF PROPOSALS: Proposals will be opened and read publicly at the time and place indicated in the Notice to Contractors. Bidders or their authorized agents are invited to be present.

DISQUALIFICATION OF BIDDERS: More than one proposal from an individual, a firm or partnership, a corporation or an association under the same or different names will not be considered. Reasonable ground for believing that any bidder is interested in more than one proposal for the work contemplated will cause the rejection of all proposals in which such bidder is interested. If there is any reason for believing that collusion exists among the bidders, none of the participants in such collusion will be considered in awarding the contract. Proposals in which the prices obviously are unbalanced may be rejected.

ADDENDA: District reserves the right to issue Addenda to the Contract Documents at any time prior to the time set to open bids. Each potential bidder shall leave with the District its name and address for the purpose of receiving Addenda. District will cause copies of Addenda to be mailed or delivered to such names at such addresses. To be considered, a Contractor's proposal must list and take into account all issued Addenda.

AWARD OF CONTRACT: The right is reserved to reject any and all proposals and to waive technical defects as the best interests of the District may require.

The award of the Contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with the requirements prescribed. The award, if made, will be made within sixty (60) days after the opening of the proposals.

All proposals will be compared on the basis of the Engineer's estimate of the quantities of work to be done.

**RETURN OF PROPOSAL GUARANTEES:** Within ten (10) days after the award of the contract, the Clerk will return the proposal guarantees accompanying such of the proposals as are not considered in making the award. All other proposal guarantees will be held until the contract has been fully executed, after which they will be returned to the respective bidders whose proposal they accompany.

**CONTRACT BONDS:** The Contractor shall furnish two (2) surety bonds in duplicate, one as a security for the faithful performance of the contract in the amount equal to one hundred percent (100%) of the contract price, and one as security for the payment of all persons performing labor and furnishing materials in connection with the contract in an amount equal to one hundred percent (100%) of the contract price. All bonds must be submitted on forms provided by the District. Bonds submitted in any other form will not be accepted.

**SUBLETTING AND SUBCONTRACTING:** Bidders are required, pursuant to the Subletting and Subcontracting Fair Practices Act (commencing with Section 4100 of the Public Contract Code) to list in their proposal the name and location of place of business of each subcontractor who will perform work or labor or render services in or about the construction of the work or improvement or a subcontractor who specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the Plans and Specifications, in excess of one-half (½) of one percent (1%) of the prime Contractor's total bid. Failure to list a subcontractor for a portion of the work means that the prime contractor will do that portion of the work.

**IRAN CONTRACTING ACT:** In accordance with Public Contract Code Section 2204(a), prior to bidding on, submitting a proposal or executing a contract or renewal for a District contract for goods or services of \$1,000,000 or more, a Contractor must either:

- a) Certify it is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code Section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or
- b) Demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code Section 2203(c) or (d).

To comply with this requirement, please insert your Contractor or financial institution name and Federal ID Number (if available) and complete one of the options on Page XV. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)



CONTRACTOR'S PROPOSAL

TO THE BOARD OF SUPERVISORS OF THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT:

The undersigned hereby declare:

(a) That the only persons or parties interested in this proposal as principals are the following:

Name of Company (and dba if applicable): RAN ENTERPRISES INC

Roger Abinader, president and secretary  
Thierry Abinader, TREASURER      RALPH ABINADER, MANAGER

(If the Contractor is a corporation, give the name of the corporation and the name of its president, secretary, treasurer, and manager. If a copartnership, give the name under which the copartnership does business, and the names and addresses of all copartners. If an individual, state the name and address under which the contract is to be drawn.)

(b) That this proposal is made without collusion with any other person, firm or corporation.

(c) That he has carefully examined the location of the proposed work, and has familiarized himself with all of the physical and climatic conditions, and makes his proposal solely upon his own knowledge.

(d) That he has carefully examined the attached specifications as referred to, and the plans, and makes this proposal in accordance therewith.

(e) That, if this proposal is accepted, he will enter into a written contract with the Riverside County Flood Control and Water Conservation District, Riverside, State of California.

(f) That he proposes to enter into such contract and to accept in full payment for the work actually done thereunder the prices shown in the attached schedule. It is understood and agreed that the quantities set forth are but estimates, and that the unit prices will apply to the actual quantities whatever they may be.

Accompanying this proposal is a certified or cashier's check or bid bond payable to the order of the Riverside County Flood Control and Water Conservation District, Riverside, California, in the sum of Eighty Four Thousand Three Hundred dollars and <sup>nine</sup>/<sub>100</sub> Dollars (\$~~84,300.00~~ <sup>89,300.00</sup>)

*Thierry Abinader  
Treasurer*

It is understood and agreed that should the Contractor within ten (10) days after the prescribed forms are presented to him for signature fail to return the contract and furnish acceptable surety bond and insurance, then, at the discretion of the District, the proceeds of said check shall become the property of the District, the Contractor shall be found in default and the project may be awarded to another contractor. The bid bond or check shall be held subject to payment to the District of the difference in money between the amount of the contract with another party to perform the work, together with the cost to the District of redrafting, redrawing and publishing documents and papers necessary to obtain new bids on said work. The bid bond or check shall, in addition, be held subject to all other actual damages suffered by the District. But if the contract is entered into and said bonds and insurance are furnished, or if the proposal is not accepted, then the said check shall be returned to the undersigned.

RECEIVED  
SEP 19 2013

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

10:55

PROPOSAL

For the Construction of **HVAC and Boiler Units and Energy Management System Replacement**, located at the Riverside County Flood Control and Water Conservation District Office, 1995 Market Street, Riverside, California, consisting of the following estimated quantities:

ITEM NO.	ITEM OF WORK	UNIT	QUANTITY	UNIT COST	TOTAL COST
1.	Mobilization	L.S.	1	\$ 40,000. <sup>00</sup>	\$ 40,000. <sup>00</sup>
2.	Remove and Replace new HVAC units; Boilers units; Energy Management System (EMS); Furnish and Install new Ductless Split System and all incidentals; Provide a turnkey operation for all new units and systems per the Contract Documents	L.S.	1	\$ 803,000. <sup>00</sup>	\$ 803,000. <sup>00</sup>
3.	Extra Directed Work	L.S.	1	\$50,000	\$50,000

Eight Hundred Ninety Three Thousand dollars and 00/100ths TOTAL \$ 893,000.<sup>00</sup>

RAN ENTERPRISES INC  
Name of Company

  
Signature of Contractor

17621 SOMMERSON Lane  
Address

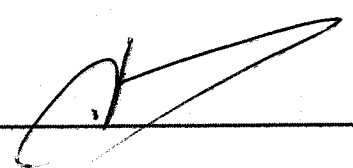
95-4888456  
S.S.N. or E.I.N.

Huntington Beach, CA 92647  
City, State, Zip

818754 B and C20  
Contractor's License No. and Classification

(714) 842-8688      (714) 847-8577  
Telephone Number      Fax Number

Roger@RANENT.com  
Email

ADDENDUM NO. 1 ACKNOWLEDGED 

LIST OF SUBCONTRACTORS

Contractor RAW ENTERPRISES INC

**HVAC and Boiler Units and Energy Management System Replacement**

Give the name and the location of the place of business of each Subcontractor who will perform work or labor or render service to the General Contractor in or about the construction of the work or improvement, or a Subcontractor who specially fabricates and installs a portion of the work or improvement, in an amount in excess of one-half (1/2) of one percent (1%) of the General Contractor's total bid. List the bid item numbers of the work each subcontractor will do. If a portion of an item is to be subcontracted, show what percentage of that item is to be subcontracted.

Item No. (s) Electrical  
Name of Subcontractor UC Electric  
Address/City/Phone 24849 Lorna Dr. Moreno Valley, CA 92553  
License No. 814643 C-10

Item No. (s) Controls  
Name of Subcontractor Simbelt Controls Inc.  
Address/City/Phone 6265 San Fernando Rd. Glendale, CA 91201  
License No. 800423

Item No. (s) Air Balance  
Name of Subcontractor Montmanair  
Address/City/Phone 139 Adwick St. Corona, CA 92881  
License No. 534647

Item No. (s) Roofing  
Name of Subcontractor Best Contracting Services Inc.  
Address/City/Phone 19027 S. Hamilton Ave. Gardena, CA 90248  
License No. 456263

Item No. (s) Boiler  
Name of Subcontractor California Boiler Inc.  
Address/City/Phone 5331 Business Dr. Huntington Beach, CA 92649  
License No. 496036

EXPERIENCE STATEMENT

Bidder submits, as part of his bid, the following statements as to his experience qualifications. Bidder certifies that all statements and information set forth below are true and accurate. Bidder hereby authorizes the District to make inquiry as appropriate regarding his experience.

Bidder has been engaged in the contracting business under this present business name for 12 years.

Bidder's experience in work of a nature similar in type and magnitude to that set forth in the Specification extends over a period of 12 years.

Within the last three years, Bidder has satisfactorily completed the following contracts covering work similar in type and magnitude to that set forth in these Specifications for the following owners (name person, firms, or authorities):

Name and Address of Owner/Agency	Representative and Telephone	Type of Work, Year Completed and Dollar Amount
- Crossmont Union H.S.D. 1100 Murray Ave. El Cajon CA 92020	Ceciselle Carreron (619) 644 8052	HVAC/controls; Completed 11/30/12 \$ 294,000. <sup>00</sup>
- Moorpark Unified School District 5297 Laurel Lane Moorpark, CA 93021	Mandy Porten (805) 529-9129 x115	HVAC/controls; Comp: 12/13/12 \$ 1,594,000. <sup>00</sup>
- <del>Mentor Magallon</del> Crossmont Union H.S.D. P.O. Box 1043 El Cajon, CA 92020	Ceciselle Carreron (619) 644 8052	HVAC/controls Completed 8/31/2011 \$ 348,545. <sup>00</sup>
- Tustin Unified School District 300 South C. Street Tustin, CA 92780	Don Rondeau (714) 808 3266	HVAC/controls Comp. 10/2010 \$ 2,185,500. <sup>00</sup>

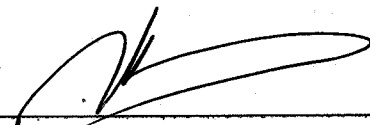
STATEMENT OF LICENSURE

Pursuant to California Public Contract Code §3300, the undersigned does certify as follows:

1. That the pocket license/certificate of licensure I have presented to owner as of this date is my own license, being State of California, Contractors License No. 318754 and
2. That said Contractors License is current and valid; and
3. That said Contractors License is of a classification appropriate to the work to be undertaken for owner, a Class D and C20 license.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

DATED: 9/17/2013

  
\_\_\_\_\_  
Signature  
President and Secretary  
\_\_\_\_\_  
Title

STATE OF CALIFORNIA ) §  
COUNTY OF RIVERSIDE )

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me

\_\_\_\_\_  
the undersigned Notary Public, personally appeared

- personally known to me
- 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 that he/she executed it.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary's Signature

# CERTIFICATE OF ACKNOWLEDGMENT

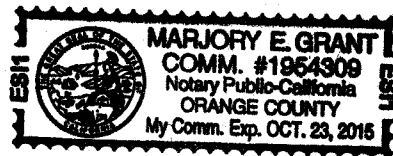
State of California )  
County of Orange )

On September 17, 2013, before me, Marjory E. Grant, Notary Public,  
Date (here insert name and title of the officer)  
personally appeared Raym Antoine Abinader  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature \_\_\_\_\_

[Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

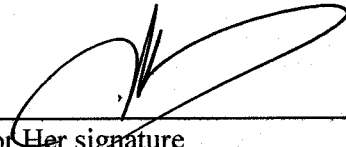
AFFIDAVIT FOR INDIVIDUAL CONTRACTORS

STATE OF CALIFORNIA ) §  
COUNTY OF RIVERSIDE )

  *RAN ENTERPRISES INC*    
  *Roger Abinode*  

, being first duly sworn, deposes and says:

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



His or Her signature

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**SEE  
ATTACHED**

\_\_\_\_\_  
Signature and stamp of Notary  
administering oath

# JURAT

State of California

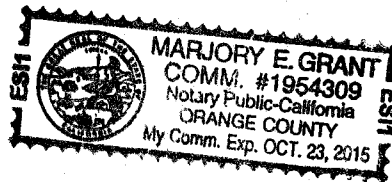
County of Orange

Subscribed and sworn to ~~(or affirmed)~~ before me on  
this 17<sup>th</sup> day of September, 2013

by Roger Antoine Abnador  
Name of Signer

proved to me on the basis of satisfactory evidence to  
be the person ~~(s)~~ who appeared before me.

Place Notary Seal Above



Signature

A handwritten signature in black ink, appearing to be "MEG" followed by several horizontal strokes.

Signature of Notary Public



AFFIDAVIT FOR JOINT VENTURE OR COPARTNERSHIP CONTRACTOR

STATE OF CALIFORNIA ) §  
COUNTY OF RIVERSIDE )

\_\_\_\_\_ N/A \_\_\_\_\_, being first duly sworn, deposes and says:

That he or she is a member of the joint venture or copartnership firm designated as

\_\_\_\_\_

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

That he has been and is duly vested with authority to make and sign instruments for the joint venture or copartnership by

\_\_\_\_\_

\_\_\_\_\_

who constitute the other members of the joint venture or copartnership.

\_\_\_\_\_

His or Her signature

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_

Signature and stamp of Notary  
administering oath

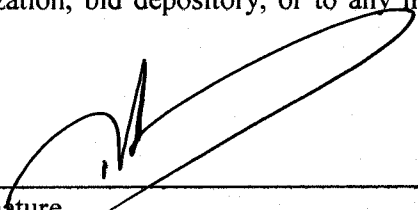
AFFIDAVIT FOR CORPORATE CONTRACTOR

STATE OF CALIFORNIA ) §  
COUNTY OF RIVERSIDE )

Roger Abinader, being first duly sworn, deposes and says:

That he or she is President and Secretary  
of RAN ENTERPRISES INC

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

  
\_\_\_\_\_  
His or Her signature

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**SEE  
ATTACHED**

\_\_\_\_\_  
Signature and stamp of Notary administering oath

# JURAT

State of California

County of Orange

Subscribed and sworn to (~~or affirmed~~) before me on  
this 17<sup>th</sup> day of September, 2013

by Roger Antoine Abrador

Name of Signer

proved to me on the basis of satisfactory evidence to  
be the person (~~s~~) who appeared before me.

Place Notary Seal Above



Signature

MEG

Signature of Notary Public

IRAN CONTRACTING ACT

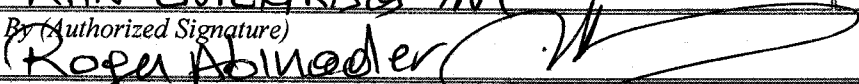
In accordance with Public Contract Code Section 2204(a), prior to bidding on, submitting a proposal or executing a contract or renewal for a District contract for goods or services of \$1,000,000 or more, a Contractor must either:

- c) Certify it is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code Section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or
- d) Demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code Section 2203(c) or (d).

To comply with this requirement, please insert your Contractor or financial institution name and Federal ID Number (if available) and complete one of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code Section 2205.)

**Option #1 - Certification**

I, the official named below, certify I am duly authorized to execute this certification on behalf of the Contractor/financial institution identified below, and the Contractor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>Contractor Name/Financial Institution (Printed)</i> KAN ENTERPRISES INC		<i>Federal ID Number (or n/a)</i> 95-4888456
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Roger Abinader, President		
<i>Date Executed</i> 9/17/2013	<i>Executed in</i> Huntington Beach, CA	

**Option #2 - Exemption**

Pursuant to Public Contract Code Sections 2203(c) and (d), a public entity may permit a Contractor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Contractor Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in</i>	

BID BOND

Recitals:

1. RAN Enterprises, Inc. (Contractor), has submitted its Contractor's Proposal to the Riverside County Flood Control and Water Conservation District, (District), for the construction of public work for **HVAC and Boiler Units and Energy Management System Replacement** in accordance with a Notice to Contractors dated August 20, 2013.

2. Developers Surety and Indemnity Company a Iowa corporation, hereafter called (Surety), is the surety on this Bond.

Agreement: We, Contractor as principal and Surety as surety, jointly and severally agree and state as follows:

1. The amount of the obligation of this Bond is 10% of the amount of the Contractor's Proposal and inures to the benefit of District.

2. This Bond is exonerated by (1) District rejecting said Proposal or, in the alternate, (2) if said Proposal is accepted, Contractor executes the Agreement and furnishes the Bonds and Insurance as agreed to in its Proposal, otherwise it remains in full force and effect for the recovery of loss, damage and expense of District resulting from failure of Contractor to act as agreed to in its Proposal. Some types of possible loss, damage and expense are specified in the Contractor's Proposal.

3. Surety for value received, stipulates and agrees that its obligations hereunder shall in no way be impaired or affected by any extension of time within which District may accept the Proposal and waives notice of any such extension.

4. This Bond is binding on our heirs, executors, administrators, successors and assigns.

Dated: September 11, 2013

By 

Frank Morones, Attorney-in-Fact  
(Printed Name)

By 

Roger Abinader, President  
(Printed Name)

Title Developers Surety and Indemnity Company  
(Surety)

Title RAN Enterprises, Inc.  
(Contractor)

**NOTARY ACKNOWLEDGEMENT REQUIRED FOR EACH SIGNATURE PLEASE ATTACH SEPARATE FORM**

**NOTARY ACKNOWLEDGEMENT REQUIRED FOR EACH SIGNATURE PLEASE ATTACH SEPARATE FORM**

**POWER OF ATTORNEY FOR  
DEVELOPERS SURETY AND INDEMNITY COMPANY  
INDEMNITY COMPANY OF CALIFORNIA  
PO Box 19725, IRVINE, CA 92623 (949) 263-3300**

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint: **\*\*\*Frank Morones\*\*\***

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this January 1st, 2008.

By: *Daniel Young*  
Daniel Young, Vice-President

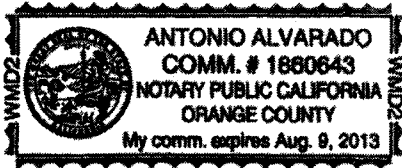
By: *Stephen T. Pate*  
Stephen T. Pate, Senior Vice-President



State of California  
County of Orange

On January 31, 2011 before me, Antonio Alvarado, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Daniel Young and Stephen T. Pate  
Name(s) of Signer(s)



Place Notary Seal Above

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 *Antonio Alvarado*  
Antonio Alvarado, Notary Public

**CERTIFICATE**

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 11th day of September, 2013.

*Gregg Okura*  
Gregg Okura, Assistant Secretary

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

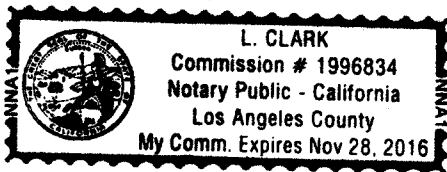
State of California

County of Orange

On 9/11/2013 before me, L. Clark, Notary Public,  
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Frank Morones, who proved to me on the basis of satisfactory evidence to be the person(s) whose names (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.

*L. Clark*

SIGNATURE OF NOTARY

**OPTIONAL**

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

**CAPACITY CLAIMED BY SIGNER**

- INDIVIDUAL
- CORPORATE OFFICER

TITLE(S)

- PARTNER(S)       LIMITED
- GENERAL

ATTORNEY-IN-FACT

TRUSTEE(S)

GUARDIAN/CONSERVATOR

OTHER: \_\_\_\_\_

**DESCRIPTION OF ATTACHED DOCUMENT**

TITLE OR TYPE OF DOCUMENT

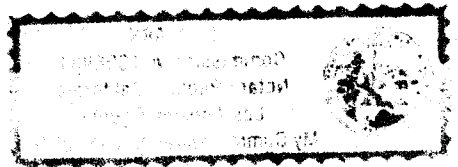
NUMBER OF PAGES

DATE OF DOCUMENT

**SIGNER IS REPRESENTING:**  
NAME OF PERSON(S) OR ENTITY(IES)

\_\_\_\_\_

SIGNER(S) OTHER THAN NAMED ABOVE





## AGREEMENT

THIS AGREEMENT is made as of **October 8, 2013** and is between RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT (District) **and RAN Enterprises, Inc.** (Contractor).

IT IS AGREED BY THE PARTIES AS FOLLOWS:

1. The Work. Contractor shall furnish all tools, equipment, apparatus, facilities, labor and material necessary to perform the work for **HVAC and Boiler Units and Energy Management System Replacement** of District, in exact conformity with the Contract Documents (identified below) for the Project, subject to such inspection as District deems appropriate and pursuant to orders and instructions, drawings, etc., issued by District in accordance with the Contract Documents.

2. Contract Documents. The Contract Documents for **HVAC and Boiler Units and Energy Management System Replacement** of District are: (a) Notice to Contractors; (b) Instructions To Bidders; (c) Contractor's Proposal; (d) Agreement; (e) General Provisions; (f) Special Provisions; (g) Detailed Specifications; (h) Plans; (i) Bid Bond; (j) Performance Bond; (k) Payment Bond; (l) Appendices and any other documents included in or incorporated into the contract documents; (m) Orders, Instructions, Drawings and Plans issued by District during the course of the work in accordance with the provisions of the Contract Documents.

Each of the above-mentioned documents presently in existence are by this reference incorporated herein and each of said documents not now in existence are incorporated herein as of the time of their issuance.

The Bid Bond is exonerated upon execution and delivery to District in a form satisfactory to District, of the following, duly executed by Contractor and also by its Surety as to the Bonds, Agreement, Certificate of Insurance, Payment Bond, and Performance Bond.

3. Bonds - Insurance. Prior to commencement of the work, Contractor must deliver to District and District must approve, a fully executed Performance Bond in the amount of 100% of the estimated contract price, a fully executed Payment Bond in the amount of 100% of the estimated contract price, and fully executed certificates of insurance evidencing the existence of the insurance required by Subsection 8.02 of the General Provisions. The Payment Bond and Performance Bond must be on forms furnished by District.

Should any surety on the Payment Bond or Performance Bond be deemed unsatisfactory by the Board of Supervisors of District, Contractor shall upon notice promptly substitute new Bonds in form satisfactory to District.

4. Contract Price - Payment. Attached hereto, marked Exhibit A and by this reference made a part hereof, is provision for the Contract Price and its payment.

RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT

By Marion Addeley  
Chairman of its Board of Supervisors

ATTEST:

KECIA HARPER-IHEM  
Clerk of the Board

By [Signature]  
Deputy

FORM APPROVED COUNTY COUNSEL  
BY: [Signature] 2/27/13  
NEAL R. KIPNIS DATE

(Seal)

RAN ENTERPRISES INC  
Contractor

By Roger Abinader

Title President and Secretary

(If corporation affix corporate seal)

EXHIBIT A

(To Agreement for Riverside County Flood Control and Water Conservation District's **HVAC and Boiler Units and Energy Management System Replacement** located at the Riverside County Flood Control and Water Conservation District Office, 1995 Market Street, Riverside, California.)

Contract Price - Payment - District shall pay Contractor the following sums for the items set forth below in accordance with Contractor's Proposal as accepted by District, which sums shall be paid as provided in the General Provisions and subject to additions and deductions as provided in the Contract Documents.

It is understood that the quantities listed, except for those shown as "Final" or "Lump Sum" are but estimates only and final payment will be based on actual work performed, subject to such adjustments and alterations as elsewhere provided.

ITEM NO.	ITEM OF WORK	UNIT	QUANTITY	UNIT COST	TOTAL COST
1.	Mobilization	L.S.	1		\$40,000.00
2.	Remove and Replace new HVAC units; Boilers units; Energy Management System (EMS); Furnish and Install new Ductless Split System and all incidentals; Provide a turnkey operation for all new units and systems per the Contract Documents	L.S.	1		\$803,000.00
3.	Extra Directed Work	L.S.	1	\$50,000.00	\$50,000.00
				TOTAL	\$893,000.00

PERFORMANCE BOND

Recitals:

1. RAN Enterprises, Inc. (Contractor) has entered into an Agreement dated \_\_\_\_\_ with the Riverside County Flood Control and Water Conservation District (District) for construction of public work known as HVAC and Boiler Units and Energy Management System Replacement

2. Developers Surety and Indemnity Company, a Iowa corporation (Surety), is the surety under this Bond.

Agreement: We, Contractor as principal, and Surety as surety, jointly and severally agree, state, and are bound unto District, as obligee, as follows:

1. The amount of the obligation of this Bond is 100% of the estimated contract price for the Project of \$ 893,000.00 and inures to the benefit of District.

2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for the Project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of District resulting from failure of Contractor to so act. All of said Contract Documents are incorporated herein.

3. This obligation is binding on our successors and assigns.

4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Documents or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 25% without approval of Surety.

THIS BOND is executed as of September 25, 2013

RAN Enterprises, Inc.

Developers Surety and Indemnity Company

By Roger Abinader

[Signature]

By \_\_\_\_\_

Type Name Frank Morones

Its Attorney in Fact (Surety)

Title [Signature]  
(Contractor)  
President and Secretary

**NOTE: This Bond must be executed by both parties with corporate seal affixed. All signatures must be acknowledged (attach acknowledgments).**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

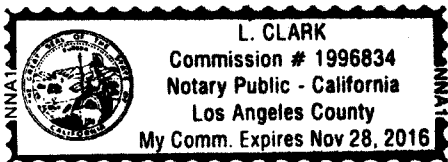
State of California

County of Orange

On 9/25/2013 before me, L. Clark, Notary Public,  
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Frank Morones, who proved to me on the basis of satisfactory evidence to be the person(s) whose names (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.

L. Clark  
SIGNATURE OF NOTARY

**OPTIONAL**

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

**CAPACITY CLAIMED BY SIGNER**

- INDIVIDUAL
- CORPORATE OFFICER

\_\_\_\_\_  
TITLE(S)

- PARTNER(S)       LIMITED
- TRUSTEE(S)       GENERAL
- ATTORNEY-IN-FACT
- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_

**DESCRIPTION OF ATTACHED DOCUMENT**

\_\_\_\_\_  
TITLE OR TYPE OF DOCUMENT

\_\_\_\_\_  
NUMBER OF PAGES

\_\_\_\_\_  
DATE OF DOCUMENT

**SIGNER IS REPRESENTING:**  
NAME OF PERSON(S) OR ENTITY(IES)

\_\_\_\_\_

\_\_\_\_\_  
SIGNER(S) OTHER THAN NAMED ABOVE



# JURAT

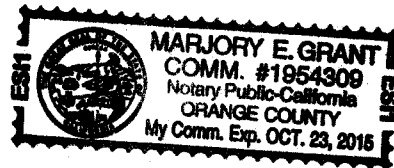
State of California

County of Orange

Subscribed and sworn to ~~(or affirmed)~~ before me on  
this 26<sup>th</sup> day of September, 2013,  
by Roger Abinader  
Name of Signer

proved to me on the basis of satisfactory evidence to  
be the person ~~(s)~~ who appeared before me.

Place Notary Seal Above



Signature

A handwritten signature in dark ink, appearing to be "MEG" with a stylized flourish.

Signature of Notary Public

PAYMENT BOND

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

The makers of this Bond are RAN Enterprises, Inc. as Principal and Original Contractor and Developers Surety and Indemnity Company a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract dated \_\_\_\_\_, between Principal and Riverside County Flood Control and Water Conservation District (District), a public entity, as Owner, for \$893,000.00, the total amount payable. THE AMOUNT OF THIS BOND IS 100 PERCENT OF SAID SUM. Said contract is for public work generally consisting of the construction of HVAC and Boiler Units and Energy Management System Replacement. The beneficiaries of this Bond are as is stated in Section 3248 of the Civil Code and the requirements and conditions of this Bond are as is set forth in Sections 3248, 3249, 3250 and 3252 of said Code. Without notice, Surety consents to extension of time for performance, change in requirements, amount of compensation, or prepayment under said contract.

DATED: September 25, 2013

RAN Enterprises, Inc.  
Original Contractor - Principal

Developers Surety and Indemnity Company

Surety

By [Signature]  
Its Attorney in Fact Frank Morones

[Signature]  
Title President and Secretary  
(If corporation, affix seal)

(Corporate Seal)

STATE OF CALIFORNIA §  
COUNTY OF \_\_\_\_\_)

SURETY'S ACKNOWLEDGMENT

On \_\_\_\_\_ before me personally appeared \_\_\_\_\_ known to me to be the person whose name is subscribed to the within instrument as attorney in fact of, \_\_\_\_\_ a corporation, and acknowledged that he subscribed the name of said corporation thereto, and his own name as its attorney in fact.

**SEE ATTACHED**

\_\_\_\_\_  
Notary Public (Seal)



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

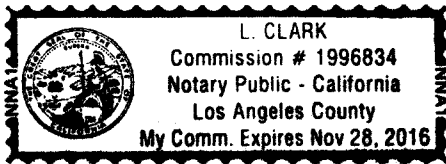
State of California

County of Orange

On 9/25/2013 before me, L. Clark, Notary Public,  
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Frank Morones, who proved to me on the basis of satisfactory evidence to be the person(s) whose names (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.

L. Clark  
SIGNATURE OF NOTARY

**OPTIONAL**

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**CAPACITY CLAIMED BY SIGNER**

- INDIVIDUAL
- CORPORATE OFFICER

\_\_\_\_\_  
TITLE(S)

- PARTNER(S)       LIMITED
- GENERAL

ATTORNEY-IN-FACT

TRUSTEE(S)

GUARDIAN/CONSERVATOR

OTHER: \_\_\_\_\_

**DESCRIPTION OF ATTACHED DOCUMENT**

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TITLE OR TYPE OF DOCUMENT

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\_\_\_\_\_  
DATE OF DOCUMENT

**SIGNER IS REPRESENTING:**  
NAME OF PERSON(S) OR ENTITY(IES)

\_\_\_\_\_

\_\_\_\_\_  
SIGNER(S) OTHER THAN NAMED ABOVE

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1980-1981-0000-0000  
2100 81-0000-0000-0000

# JURAT

State of California

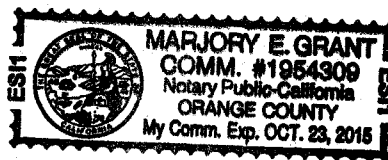
County of Orange

Subscribed and sworn to (or affirmed) before me on  
this 26<sup>th</sup> day of September, 2013

by Ravi Abinade  
Name of Signer

proved to me on the basis of satisfactory evidence to  
be the person ~~(s)~~ who appeared before me.

Place Notary Seal Above



Signature [Handwritten Signature]  
Signature of Notary Public



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/26/2013

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 <b>Amy Bauer Insurance Service</b> 4706 Maureen Lane Moorpark, CA 93021	CONTACT NAME:	
	PHONE (A/C, No, Ext): <b>805-990-0553</b>	FAX (A/C, No):
	E-MAIL ADDRESS: <b>Amy@bauerins.com</b>	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: <b>Colony Insurance Company</b>	NAIC #
INSURED <b>Ran Enterprises</b> 17621 Sampson Lane Huntington Beach, CA 92647	INSURER B: <b>Century National Insurance Co.</b>	
	INSURER C: <b>Evanston Insurance Company</b>	
	INSURER D:	
	INSURER E:	
	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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			MP3861818	10/17/2012	10/17/2013	EACH OCCURRENCE \$ <b>1,000,000</b>
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>1,000,000</b>
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person) \$ <b>2500</b>
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ <b>2,000,000</b>
	OTHER:						GENERAL AGGREGATE \$ <b>2,000,000</b>
							PRODUCTS - COM/POP AGG \$ <b>2,000,000</b>
							\$
B	AUTOMOBILE LIABILITY			BAP 016995	07/22/2013	07/22/2014	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b>
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
C	UMBRELLA LIAB			OXBW 4288213	01/10/2013	01/10/2014	EACH OCCURRENCE \$
	<input checked="" type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE \$ <b>1,000,000</b>
	DED						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
30 Day cancellation notification,

Additional Insured: Riverside County Flood Control & Water Conservation and the County of Riverside and the City of Riverside.

## CERTIFICATE HOLDER

## CANCELLATION

Additional Insured: <b>Riverside County Flood Control &amp; Water Conservation District</b> 1995 Market Street Riverside, CA 92501	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 <i>Amy Bauer</i>

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POLICY NUMBER: MP 3861818

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS (FORM B)**

This endorsement modifies insurance provide under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL LIABILITY CATASTROPHE PART

SCHEDULE

Name of Person or Organization:

Additional Insured Endorsement coverage: Riverside County Flood Control & Water Conservation District, the County of Riverside and the City of Riverside.

Address: 1995 Market Street, Riverside, CA 92501

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AS INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of 'your work' for that insure by or for you.

**PRIMARY INSURANCE:** it is agreed that such insurance as afforded by this policy for the benefit of the additional insured shall be primary insurance as respects any claim, loss or liability arising directly or indirectly from the insured's operation and any other insurance maintained by the additional insured shall b3e non-contributory with the insurance provided hereunder.

POLICY # MP 3861818

**PRIMARY WORDING FOR AN ADDITIONAL INSURED**

**IT IS AGREED THAT SUCH INSURANCE AS IS AFFORDED BY THIS POLICY FOR THE BENEFIT OF THE ADDITIONAL INSURED SHALL BE PRIMARY INSURANCE AS RESPECTS ANY CLAIMS, LOSS OR LIABILITY ARISING DIRECTLY FROM THE NAMED INSURED'S OPERATION AND ANY OTHER INSURANCE MAINTAINED BY THE ADDITIONAL INSURED SHALL BE EXCESS AND NON-CONTRIBUTORY WITH THE INSURANCE PROVIDED HEREUNDER.**

**WAIVER OF SUBROGATION FOR AN ADDITIONAL INSURED**

**SUBJECT TO ALL THE TERMS AND CONDITIONS OF THE INSURANCE INCLUDING BUT NOT LIMITED TO, THE FOREGOING LIMITATION AND EXCLUSIONS, IT IS AGREED THAT THE COMPANY WAIVES ANY RIGHT OF SUBROGATION, TO WHICH IT IS ENTITLED UNDER THIS INSURANCE, WITH RESPECT TO CLAIMS AGAINST (NAME OF ADDITIONAL INSURED)**



P.O. BOX 8192, PLEASANTON, CA 94588

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 09-25-2013

GROUP:  
POLICY NUMBER: 9052531-2013  
CERTIFICATE ID: 10  
CERTIFICATE EXPIRES: 05-23-2014  
05-23-2013/05-23-2014

RIVERSIDE COUNTY FLOOD CONTROL&WATER CONSE  
1995 MARKET ST  
RIVERSIDE CA 92501-1719

JOB:HVAC AND BOILER UNITS AND EMS REPLACEMENT  
1995 MARKET STREET  
RIVERSIDE  
CA 92501

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

Authorized Representative

President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #1600 - ABINDER, ROGER P,S T - EXCLUDED.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 05-23-2013 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

RAN ENTERPRISES, INC  
17621 SAMPSON LN  
HUNTINGTN BCH CA 92647

SG

[P17,SG]

## GENERAL PROVISIONS

### SECTION I - DEFINITION OF TERMS

1.01 Whenever in these specifications, or in any documents or instruments where these specifications govern, the following terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

(a) DISTRICT: The Riverside County Flood Control and Water Conservation District of the State of California, as created by law, also sometimes referred to as the Flood Control District, or party of the first part.

(b) BOARD OF SUPERVISORS: The Board of Supervisors of the Riverside County Flood Control and Water Conservation District as created by law, also sometimes referred to as the Board.

(c) ENGINEER: The Chief Engineer of the Riverside County Flood Control and Water Conservation District, also sometimes referred to as the Flood Control Engineer, the Chief Engineer, or the General Manager-Chief Engineer, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

(d) LABORATORY: The established laboratory of the Riverside County Road Department or laboratories authorized by the District to test materials and work involved in the contract.

(e) BIDDER: Any individual, firm or corporation submitting a proposal for the work contemplated, acting directly or through a duly authorized representative.

(f) CONTRACTOR: The person or persons, copartnership or corporation, private or municipal, who have entered into a contract with the District, as party or parties of the second part or his or their legal representatives.

(g) SUPERINTENDENT: The Executive representative of the Contractor, present on the work at all times during progress, authorized to receive and execute instruction from the Engineer.

(h) PLANS: The official plans, profiles, typical cross sections, general cross sections, working drawings, and supplemental drawings, or exact reproductions thereof, approved by the Engineer, which show the location, character, dimensions and details of the work to be done, and which are to be considered as a part of the contract supplementary to these specifications.

(i) SPECIFICATIONS: The directions, provisions, and requirements contained herein as supplemented by such special provisions, as may be necessary, pertaining to the method and manner of performing the work or to the quantities and qualities of materials to be furnished under the contract. The Special Provisions are specific clauses setting forth conditions or requirements peculiar to the project under consideration and covering work or materials involved in the proposal and estimate but not satisfactorily covered by these General Provisions. Supplemental agreements or contract change orders are written agreements executed by the



Contractor and by the District, covering alterations, amendments or extensions to the project, as hereinafter provided.

(j) CONTRACT: The written agreement covering the performance of the work and the furnishing of labor and materials in the construction of the work. The contract shall include the Notice to Contractors, the Proposal, Plans, Specifications, Special Provisions, and Contract Bonds, also, any and all supplemental agreements or contract change orders amending or extending the work contemplated and which may be required to complete the work in a substantial and acceptable manner.

(k) CONTRACT PRICE: Shall mean either the lump sum, unit price, or unit prices to be named in the contract, or the total of all payments under the contract at the lump sum, unit price, or unit prices, as the case may be.

(l) SURETY OR SURETIES: The bondsmen or party or parties, approved by the Engineer, who may guarantee the fulfillment of the contract by bond, and whose signatures are attached to said bond.

(m) RIGHT OF WAY: The whole right of way which is reserved for and secured for use in constructing the improvement.

(n) THE WORK: All the work specified in the Special Provisions, proposal and contract, or indicated on the plans as the contemplated complete improvement covered by the contract.

1.02 Wherever in the specifications or upon the plans the words directed, required, permitted, ordered, designated, prescribed, or words of like import are used, it will be understood that the direction, requirements, permission, order, designation, or prescription of the Flood Control Engineer is intended, and similarly the words approved, acceptable, satisfactory, or words of like import, shall mean approved by, or acceptable to, or satisfactory to, the Flood Control Engineer, unless otherwise expressly stated.

## SECTION II - SCOPE OF WORK

### 2.01 WORK TO BE DONE

It is the intent of these General Provisions, Special Provisions, Detailed Specifications, and the plans herein referred to, to provide for and include all labor, power, light, water, materials, tools, scaffolding, machinery, plant transportation, insurance, permits, bonds, temporary protection, watchmen, and superintendence necessary to construct and complete all work, and to furnish all materials included in the contract, except those furnished by the District and as specifically mentioned in these specifications.

The contract documents are complementary, and the work called for by any one shall be as binding as if called for by all.

## 2.02 CONSTRUCTION SCHEDULE

The Contractor shall submit at such times as may be requested by the Engineer, a schedule which shall show the order and dates in which the Contractor proposes to carry on the various parts of the work; including estimated completion dates.

## 2.03 DRAWINGS AND SPECIFICATIONS ON THE WORK

The Contractor shall keep one copy of all drawings and specifications on the work, in good order, available to the Engineer and his representatives.

## 2.04 ESTIMATE OF QUANTITIES

The quantities of work to be done and the materials to be furnished under this contract are approximate only. The District is not to be held responsible for the accuracy of the estimate of quantities.

The Contractor shall judge for himself, after considering all circumstances and conditions, the costs and quantities of materials involved in the contract. The Contractor shall not at any time assert that there was any misunderstanding in regard to the depth or class of the excavations to be made, or the nature or kind or amount of materials to be furnished for the work.

The Contractor herewith agrees that he will not ask, demand, sue for, or seek to recover, for compensation in excess of the amounts payable for the various unit costs or lump sum charges for the work, as stipulated in the proposal, which he actually performs as specified.

## 2.05 PROTESTS

If the Contractor considers any work demanded of him to be outside of the requirements of the contract, or considers any record or ruling of the Engineer to be unfair, he shall immediately, upon such work being demanded or such record or ruling being made, ask, in writing, for written instructions covering protested items of work. Immediately on receipt of written instructions from the Engineer he shall proceed without delay to diligently perform the work in conformance with the written record or ruling. Within ten (10) calendar days after date of receipt of the written instructions or ruling, the Contractor shall file a written protest with the Engineer stating clearly and in detail the basis of his protest. Except for such protests as are made of record in the manner herein specified and within the time limit stated, the records, rulings, instructions, or decisions of the Engineer shall be final and conclusive.

## 2.06 ALTERATIONS

It must be distinctly understood that such reasonable alterations and modifications may be made by the Chief Engineer, as may be deemed desirable, and that this may be done without notices to the Sureties on the Contractor's bonds. If such changes result in increased or decreased quantities under the items specified in the proposal, the Contractor will be paid on the basis of actual quantities as measured by the Engineer, and such changes shall not affect the unit prices bid by the Contractor. If, however, such changes result in delay to the work, the

Contractor will be given such extension of time on the completion of his contract as the Chief Engineer may deem equitable.

## 2.07 EXTRA WORK

### A. General

The District reserves and shall have the right, when confronted with unpredicted conditions, unforeseen events, or emergencies, to revise the details of the contemplated work, or to add work of a different character or function and have the Contractor perform such revised or added work as "Extra Work", when such extra work is considered by the Chief Engineer to be virtually appurtenant to the satisfactory completion of the project.

"Extra Work" is defined as added work of a different character or function and for which no basis for payment is prescribed; or that involving revisions of the details of the work in such manner as to render inequitable payment under items upon which the Contractor bid; or that work which is indeterminate at the time of advertising and is specifically designated as extra work in the plans and Special Provisions.

The signing of the contract by the Contractor will be deemed to be an agreement on his part to perform extra work, as and when ordered by the Chief Engineer. Notice to the Sureties on the Contractor's bonds will not be given unless the estimated total value of the contract, as changed or supplemented, shall exceed the original total bid price by more than 25 percent.

If required extra work results in delay to the work, the Contractor will be given an equivalent extension of time.

Approval of extra work shall be obtained from the Board of Supervisors before such work is authorized to be done, if:

- a. For contracts with a total contract price of \$250,000 or less, a change due to extra work exceeds ten percent (10%) of the original contract amount; or
- b. For contracts with a total contract price of more than \$250,000, a change due to extra work exceeds \$25,000 plus one percent (1%) of the original contract amount in excess of \$250,000; or
- c. An individual change exceeds \$100,000; or
- d. Cumulative contract changes exceed ten percent (10%) of the original contract amount.

Extra work specially authorized by the Board of Supervisors shall not be included in the cost limitations above stated.

B. Procedure for Extra Work

1. Upon decision of the District to have extra work performed, the Chief Engineer will so inform the Contractor, acquainting him with the essential details of the new work. The Contractor shall thereupon prepare a price for said work based upon his estimate of cost and submit said price and estimate to the Chief Engineer whose approval shall be secured before work is started; excepting that the Chief Engineer may, when in the best interest of the District, order the Contractor to proceed with the extra work in advance of the submission of such prices, provided that preliminary estimates, as made by the District, show that the cost will not exceed \$1,000.

2. Prices for extra work shall be prepared by the Contractor on one or both of the following methods, as requested by the District, and submitted to the Chief Engineer for approval:

a. For a stated unit price or lump sum amount based upon current prevailing fair prices for materials, labor, plant, overhead and profit.

b. On a cost basis (force account by the Contractor). The cost of all work done by the Contractor will be computed in the manner described in Section 7.03, and the compensation thus provided shall be accepted as payment in full by the Contractor, and no additional payment will be allowed for the use of small tools, superintendent's services, timekeeper's services, pickup or yard trucks, except as specifically essential to the work, nor any other overhead expenses incurred in the prosecution of the force account work.

3. Upon receipt of the Contractor's price, the Chief Engineer will make an analysis thereof and adopt one of the following procedures:

a. Accept the Contractor's price for lump sum or unit price amount in the original or amended form and direct him to proceed with the work; or direct him to perform the work on a cost plus basis.

b. Have the work performed by District's forces or separate contract, without undue interference or hindrance to the Contractor and without claim or suit by the Contractor for damages on account thereof.

c. Direct the Contractor to proceed with the work and accept payment therefor in the amount as adjudicated later in a court of law.

2.08 PAYMENT FOR EXTRA WORK

At the end of each month the Contractor shall make and deliver to the Chief Engineer a statement of the cost of the extra work completed during the current month, itemized and in a form satisfactory to the Chief Engineer. Upon verification of said statement by the Chief Engineer, the Contractor's claim for the full amount, as shown on said statement, will be added to the monthly partial payment made in accordance with Paragraph 7.06 of the General Provisions.

## 2.09 RIGHTS OF WAY

The District shall provide the rights of way upon which the work under this contract is to be done, except that the Contractor shall provide land required for the erection of temporary construction facilities and storage of his material, together with right of access to same. The District will not be responsible for any delay in furnishing the rights of way and such delay shall not be made the basis for a claim for additional compensation by the Contractor. However, in case the failure of the District to furnish the required rights of way delays the prosecution of the work, the time allowed for completion will be extended by a period of time equal to that lost by the Contractor due to such delay.

## 2.10 CLEANING UP

The Contractor shall, as directed by the Engineer, remove from the District's right of way and from all public and private property, at his own expense, all temporary structures, rubbish and waste materials resulting from his operations.

# SECTION III - CONTROL OF THE WORK

## 3.01 AUTHORITY OF THE ENGINEER

The Engineer shall have general supervision and direction of the contract under authority of the Board of Supervisors. He has the authority to stop the work whenever such stoppage may be necessary to ensure the proper execution of the contract. The Engineer shall decide all questions which may arise as to the quality or acceptability of materials furnished, work performed, and rate or progress of the work; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the contract on the part of the Contractor; and all questions as to compensation.

His determination and decision thereon shall be final and conclusive; and such determination and decision, in case any question shall arise, shall be a condition precedent to the right of the Contractor to receive any money hereunder.

## 3.02 DETAIL DRAWINGS

The approved plans shall be supplemented by such working drawings as are necessary to control the work adequately. All authorized alterations affecting the requirements and information given on the approved plans shall be in writing. No changes shall be made of any plan or drawing after the same has been approved by the Engineer, except by his direction.

It is expressly understood, however, that approval by the Engineer of the Contractor's working drawings does not relieve the Contractor of any responsibility for accuracy of dimensions and details. It is mutually agreed that the Contractor shall be responsible for agreement and conformity of his working drawings with the approved plans and specifications.

Full compensation for furnishing all working drawings shall be considered as included in the prices paid for the various contract items of work, and no additional allowance will be made therefor.

### 3.03 CONFORMITY WITH PLANS AND ALLOWABLE DEVIATIONS

Finished surfaces in all cases shall conform with the lines, grades, cross-sections, and dimensions shown on the approved plans. Deviations from the approved plans and working drawings, as may be required by the exigencies of construction, will in all cases be determined by the Engineer and authorized in writing.

### 3.04 INTERPRETATION OF PLANS AND SPECIFICATIONS

Should it appear that the work to be done or any of the matters relative thereto are not sufficiently detailed or explained in these specifications and the Special Provisions, the Contractor shall apply to the Engineer for such further explanations as may be necessary and shall conform to the same part of the contract, so far as may be consistent with the original specifications; and in the event of any doubt or questions arising respecting the true meaning of the specifications; reference shall be made to the Engineer, whose decision thereon shall be final.

In the event of any discrepancy between any drawings and the figures written thereon, the figures shall be taken as correct. The Contractor will not be allowed to take advantage of errors and omissions in the drawings and specifications. When errors or omissions are found, they will be corrected or supplied by the Engineer.

### 3.05 SUPERINTENDENCE

The Contractor shall keep on his work, continually during its progress, a competent Superintendent responsible for the construction of the work, and any necessary assistants; all satisfactory to the Engineer. The Superintendent shall represent the Contractor in his absence and all directions given to him shall be as binding as if given to the Contractor. Important directions shall be confirmed in writing to the Contractor. Other directions shall be so confirmed on written request in each case.

### 3.06 LINES AND GRADES

The Contractor shall provide reasonable and necessary opportunities and facilities for setting points and making measurements. He shall not proceed until he has made timely demand upon the Engineer for, and has received from him, such lines and grades as may be necessary as the work progresses. The work shall be done in strict conformity with such lines and grades.

The Contractor shall carefully preserve benchmarks, reference points and stakes, and in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

### 3.07 INSPECTION OF WORK

The Engineer and his representatives shall at all times have access to the work during its construction, and shall be furnished with every reasonable facility for ascertaining that the stock and materials used and employed, and the workmanship, are in accordance with the requirements and intentions of these specifications. All work done and all materials furnished shall be subject to the Engineer's inspection and approval to ensure design objectives.

The inspection of the work shall not relieve the Contractor of any of his obligations to fulfill his contracts as prescribed, and defective work shall be made good and unsuitable materials may be rejected, notwithstanding that such defective work and materials have been previously overlooked by the Engineer and accepted or estimated for payment.

### 3.08 REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK

All work which has been rejected shall be remedied, or removed and replaced by the Contractor in an acceptable manner and no compensation will be allowed him for such removal or replacement. Any work done beyond the lines and grades shown on the plans or established by the Engineer, or any extra work done without written authority, will be considered as unauthorized and will not be paid for. Work so done may be ordered removed at the Contractor's expense. Upon failure on the part of the Contractor to comply forthwith with any order of the Engineer made under the provisions of this article, the Engineer shall have authority to cause defective work to be remedied, or removed and replaced, and unauthorized work to be removed and to deduct the costs for this work from any monies due or to become due the Contractor.

### 3.09 EQUIPMENT AND PLANT

Equipment not suitable to produce the quality of work required will not be permitted to operate on the project. Plants shall be designed and constructed in accordance with general practice for such equipment and shall be of sufficient capacity and of such character to ensure the production of sufficient material to carry the work to completion within the time limit.

The Contractor shall provide adequate and suitable equipment and plants to meet the above requirements and, when ordered by the Engineer, shall remove unsuitable equipment from the work and discontinue the operation of unsatisfactory plants. No worn or obsolete equipment shall be used, and in no case shall the maker's rating of the capacity for any equipment be exceeded.

All vehicles used to haul materials over existing highways shall be equipped with pneumatic tires.

### 3.10 FINAL INSPECTION

The Engineer will not make the final inspection until the work provided for and contemplated by the contract has been completed and the final cleaning up performed.

## SECTION IV - CONTROL OF MATERIAL

### 4.01 DISTRICT FURNISHED MATERIALS

The Contractor shall furnish all materials required to complete the work, except those specified in the Special Provisions to be furnished by the District. Materials furnished by the District will be delivered to the Contractor at the points specified in the Special Provisions.

The Contractor will be held responsible for all materials so delivered to him, and deductions will be made from any monies due him to make good any shortages and deficiencies,

from any cause whatsoever, which may occur after such delivery, or for any demurrage charges due to delinquency in unloading.

#### 4.02 SOURCE OF SUPPLY AND QUALITY OF MATERIALS

At the option of the Engineer the source of supply of each of the materials shall be approved by him before the delivery is started. Only materials conforming to the requirements of these specifications and approved by the Engineer shall be used in the work. All materials proposed for use may be inspected or tested at any time during their preparation and use. If, after trial, it is found that sources of supply which have been approved do not furnish a uniform product, or if the product from any source proves unacceptable at any time, the Contractor shall furnish approved material from other approved sources. No material which, after approval, subsequently becomes unfit for use shall be used in the work.

#### 4.03 SAMPLES AND TESTS

All tests of materials furnished by the Contractor shall be made by the District in accordance with commonly recognized standards of national organizations, and such special methods and tests as are in use at the District's approved laboratory and described in the Detailed Specifications.

Field tests of materials will also be made by the Engineer when deemed necessary and these tests shall be made in accordance with standard practices of the District.

The Contractor shall furnish such samples of all materials as are requested by the Engineer without charge. No material shall be used until it has been approved by the Engineer. Samples will be secured and tested whenever necessary to determine the quality of the material.

Promptly after the approval of the contract, the Contractor shall notify the Engineer of the proposed sources of supply of all materials to be furnished by him, using a form which will be supplied by the Engineer upon request.

Whenever reference is made in these specifications to standard tests or requirements of the laboratory of the District, the American Society for Testing Materials, the American Railway Engineering Association, or the American Association of State Highway Officials, the reference shall be construed to mean the standards that are in effect at the date of these specifications with subsequent amendments, changes, or additions as thereafter adopted and published by the organization referred to.

#### 4.04 STORAGE OF MATERIALS

Materials shall be so stored as to ensure the preservation of their quality and fitness for the work. When considered necessary by the Engineer, they shall be placed on wooden platforms or other hard, clean surfaces and not on the ground. They shall be placed under cover when so directed. Stored materials shall be so located as to facilitate prompt inspection.



#### 4.05 DEFECTIVE MATERIALS

All materials not conforming to the requirements of these specifications shall be considered as defective and all such materials, whether in place or not, shall be rejected and shall be removed immediately from the site of the work unless otherwise permitted by the Engineer. No rejected materials, the defects of which have been subsequently corrected, shall be used until approval in writing has been given by the Engineer. Upon failure on the part of the Contractor to comply forthwith with any order of the Engineer made under the provisions of this article, the Engineer shall have authority to remove and replace defective material and to deduct the cost of removal and replacement from any monies due or to become due the Contractor.

#### 4.06 ASSIGNMENT OF CLAIMS

In submitting a bid on this public works project, or any subcontractor agreeing to supply goods, services, or materials, and entering a contract pursuant thereto, the Contractor and/or subcontractor do offer and agree to assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

### SECTION V - LEGAL RELATIONS AND RESPONSIBILITY

#### 5.01 LAWS TO BE OBSERVED

(a) Compliance with Applicable Law. Reference to and/or incorporation into the Contract Documents of a particular law, statute, ordinance, rule or regulation is not, nor is it intended to be, a definitive statement of the law applicable to the Contract Documents and the accomplishment of the work. Contractor must keep informed as to all such applicable law - Federal, State, County, Municipal, District - as it affects the conduct of the work and comply with such law, including, but not limited to, having requisite licenses, obtaining necessary permits, paying necessary fees and taxes, posting notices and installing, operating and maintaining safety precautions and facilities. It is likewise Contractor's responsibility to see to it that his subcontractors also fully comply with such applicable law.

If at any time Contractor is of the opinion that there is a discrepancy or inconsistency in the plans, drawings, specifications or other Contract Documents, he shall immediately cease work involving such alleged discrepancies or inconsistencies and report the same in writing to the Chief Engineer and shall not proceed with such work until ordered so to do, and in the manner instructed by the Chief Engineer.

Contractor shall protect and defend District, its officers, agents and employees against any claim or liability arising from or based upon any alleged violation of such applicable law. See also Subsection 8.02.

(b) Labor Code - Reference is made to Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with Section 1720). By this reference said Chapter 1 is incorporated herein with like effect as if it were here set forth in full. The parties recognize that said Chapter 1 deals with, among other things, discrimination, penalties and forfeitures, their disposition and enforcement, wages, working hours and securing workers' compensation insurance and directly affect the method of prosecution of the work by Contractor and subject it under certain conditions to penalties and forfeitures. Execution of the Agreement by the parties constitutes their agreement to abide by said Chapter 1. Their stipulation as to all matters which they are required to stipulate as to by the provisions of said Chapter 1, constitutes Contractor's certification that it is aware of the provisions of said Chapter 1 and will comply with them and further constitutes Contractor's certification as follows: "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." Contractor and its subcontractors shall comply with the provisions of S1777.5 of the Labor Code regarding apprentices.

Contractor shall post at each job site during the course of the work a copy of County's "Determination of Prevailing Wage Rates", copies of said Determination are available from County for this purpose.

(c) Equal Employment Opportunity

General - Contractor shall not discriminate in its recruiting, hiring, promotion, demotion or termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age or physical handicap in the performance of this Contract and shall comply with the provisions of the Government Code Section (commencing with §12900 et seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, Executive Order No. 11246 (30 Federal Register 12319), as amended, and all administrative rules and regulations issued pursuant to said Acts and Order. See particularly 41 Code of Federal Regulation (CFR) Chapter 60.

Contractor shall require each of its subcontractors to comply with the preceding paragraph and shall include in each subcontract language similar to the preceding paragraph.

Contractor shall permit access to its records of employment, employment advertisement, application forms and other pertinent data and records by Owner and any state or federal agency having jurisdiction for the purpose of investigation to ascertain compliance with this Section.

Owner may assign an affirmative action representative to monitor Contractor and its subcontractor(s) conduct required by this Section, including the right of entry to the construction site for the purpose of obtaining information from persons performing work on the project providing such inspection does not interfere with the progress of the work.

Elsewhere in the Contract Documents specific requirements may be contained covering the same subject matter of this Section. If so, such specific requirements prevail over this Section in case of conflict.

Transactions of \$10,000 or under - Contracts and subcontracts not exceeding \$10,000 are exempt from the requirements of this Section. No Contractor or subcontractor shall procure supplies and/or services in less than usual quantities to avoid applicability of this Section. With respect to contracts and subcontracts for indefinite quantities, this Section applies unless the amount required in any one year under such contract will reasonably be expected not to exceed \$10,000.

Transactions in Excess of \$10,000 but less than \$50,000 - At Owner's request, Contractor shall certify that it has in effect an affirmative action plan and agrees to comply with all state and federal laws and regulations regarding Fair Employment Practices. Contractor shall maintain a written copy of its affirmative action plan and furnish Owner a copy of the plan upon request. Owner may require Contractor to complete an Affirmative Action Compliance Report, on a form furnished by Owner, setting forth definite goals during the term of this contract.

Transactions of \$50,000 or more - If Contractor has 50 or more employees and a contract for \$50,000 or more, it shall develop and submit to Owner, within 30 days after award, a written affirmative action compliance program providing in detail specific steps to guarantee equal employment opportunity. Contractor shall include in its affirmative action program a table of job classifications, which table shall include but need not be limited to job titles, duties and rates of pay.

Contractor shall in each subcontract let to do a portion of the work covered hereunder, where the subcontractor involved has 50 or more employees and the subcontract is for \$50,000 or more, impose in the subcontract the above requirements.

For the purpose of determining the number of employees, the average of the Contractor's or its subcontractor's employees for the 12 month period immediately prior to award, or the total number of employees Contractor or its subcontractor will have when performing this contract, whichever is higher, shall be used.

Federally Assisted Construction - If this project is a Federally assisted construction project, then the contract provisions contained 41 CFR S60-1.4(b) are incorporated herein and Contractor shall likewise incorporate said provisions in each subcontract entered into by Contractor to perform the work. Federally assisted construction is identified as such in the Notice Inviting Bids.

(d) Registration of Contractors - In order to be considered a prospective bidder must be licensed in accordance with Division 3, Chapter 9 (commencing with Section 7000) of the Business and Professions Code.

(e) Accident Prevention - Particular attention shall be given to relevant Division of Industrial Safety Construction and Electrical Safety Orders. Said Orders are contained in Title 8 of the California Administrative Code, Chapter 4, Subchapters 4 and 5. Specific attention shall be taken of the California Occupational Safety and Health Act of 1973 (commencing with Section 6300 of the Labor Code) and the Federal Occupational Safety and Health Act of 1970 (P.L. 91-596) and rules and regulations issued pursuant to said Acts. Specific reference is made to Article 6 of said Construction Safety Orders. Contractor shall submit to Engineer, who will

accept in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping of the sides of trenches, or other provisions to be made for protection of personnel during earthwork operations. In event the Contractor's plan does not conform with the shoring system requirements of Article 6, the Contractor's proposed shoring design shall be prepared and signed by a civil or structural engineer registered in the State of California.

The Contractor shall also impose the foregoing requirements on all subcontractors involved and enforce compliance therewith.

The duties here set forth are nondelegable by Contractor who shall protect and defend District, its officers, agents and employees in connection therewith. See Subsection 8.02.

#### 5.02 CONTRACTOR'S RESPONSIBILITY

Contractor is under the absolute duty in fulfilling its contractual obligations hereunder to proceed, and cause its subcontractors to proceed, in a safe, workmanlike manner, with adequate safeguards for the protection of the public, the workmen and persons from time to time inspecting the work. If at any time Contractor finds any of its subcontractors are allowing work to proceed in an unsafe manner and contrary to the intent of these Contract Documents, Contractor shall immediately cause such action to stop and immediately take all action necessary to protect workmen, inspectors and the general public and cause the work to proceed in a safe manner.

Contractor shall protect and defend District, its officers, agents and employees in reference to acts or omissions contrary to the above. See particularly Subsection 8.02.

District may withhold funds otherwise due Contractor whenever, in its judgment, this subsection is not being complied with.

#### 5.03 CONTRACTOR'S RESPONSIBILITY FOR WORK

Until the formal acceptance of the work by the District, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the nonexecution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before its completion and acceptance and shall bear the expense thereof, except for such injuries or damages as are occasioned by acts of the Federal Government and the public enemy. In case of suspension of work from any cause whatever, the Contractor shall be responsible for all materials and shall properly store them if necessary and shall erect temporary structures where necessary.

#### 5.04 PROPERTY RIGHTS IN MATERIALS

Nothing in the contract shall be construed as vesting in the Contractor any right of property in the materials used after they have been attached or affixed to the work or the soil. All such materials shall become the property of the District upon being so attached or affixed.

#### 5.05 PERMITS AND LICENSES

The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work.

#### 5.06 ROYALTIES AND PATENTS

The Contractor shall assume all costs arising from the use of patented materials, equipment, devices, or processes used on or incorporated on the work, and agrees to indemnify and save harmless the Riverside County Flood Control District, the Board of Supervisors, the Flood Control Engineer, and their duly authorized representatives, from all suits at law, or actions of every nature for, or on account of, the use of any patented materials, equipment, devices, or processes.

#### 5.07 SANITARY PROVISIONS

Necessary conveniences, properly secluded from public observation shall be provided by the Contractor where needed for the use of laborers on the work. Their location, construction and maintenance shall be subject to the approval of the Engineer, and their use shall be strictly enforced. The Contractor shall obey and enforce such sanitary regulations as may be prescribed by the State Department of Health or other authorities having jurisdiction.

#### 5.08 PUBLIC SAFETY

The Contractor at his own expense shall furnish, erect, and maintain such fences, barriers, lights, and signs as are necessary to give adequate warning to the public at all times that the bridges, culverts, and work along public highways are under construction; and of any dangerous conditions to be encountered as a result thereof; and he shall erect such warning and directional signs and employ such flagmen as are required and maintain same throughout the construction period.

Full compensation for the work involved in carrying out the precautionary measures above specified shall be considered as included in the prices paid for the various contract items of work and no additional allowance will be made therefor.

#### 5.09 USE OF EXPLOSIVES

When the use of explosives is necessary for the prosecution of the work, the Contractor shall use the utmost care not to endanger life or property.

All explosives shall be stored in accordance with the provisions of Division II, Part I, Chapter 3, of the Health and Safety Code of the State of California.

#### 5.10 PROVISIONS FOR EMERGENCIES

Unusual conditions may arise on the work which will require that immediate and unusual provisions be made to protect the public from danger or loss or damage to life and property, due directly or indirectly to the prosecution of the work, and it is part of the service required of the Contractor to make such provisions and to furnish such protection.

The Contractor shall use such foresight and shall take such steps and precautions as his operations make necessary to protect the public from danger or damage, or loss of life or property, which would result from the interruption or contamination of public water supply, irrigation or other public service, or from the failure of partly completed work.

Whenever work is undertaken pursuant to the above provisions, Contractor shall promptly file with District a verified report setting forth the nature of the emergency and the action taken by the Contractor by reason of the emergency.

Whenever, in the opinion of the Engineer, an emergency exists against which the Contractor has not taken sufficient precaution for the safety of the public or the protection of utilities or of adjacent structures or property which may be injured by process of construction on account of such neglect; and whenever, in the opinion of the Engineer, immediate action shall be considered necessary in order to protect public or private, personal or real property interests, or prevent likely loss of human life or damage on account of the operations under the contract, then and in that event the Engineer may provide suitable protection to said interests by causing such work to be done and material to be furnished as, in the opinion of the Engineer, may seem reasonable and necessary.

The cost and expense of all such emergency work shall be borne by the Contractor, and if he shall not pay said cost and expense upon presentation of the bills therefor, duly certified by the Engineer, then said cost and expense will be paid by the District and shall thereafter be deducted from any amounts due, or which may become due said Contractor. Failure of the District, however, to take such precautionary measures, shall not relieve the Contractor of his full responsibility for public safety.

#### 5.11 UNFORESEEN DIFFICULTIES

All loss or damages, except as noted in Section 8.03, arising out of the nature of the work to be done under the contract, or from any unforeseen obstructions or difficulties which may be encountered during the progress of the work and in the prosecution of the same, or from the action of the elements, or from encumbrances in the line of work, shall be sustained by the Contractor.

#### 5.12 ACCESS TO THE WORK

Access to the work from existing roads shall be provided by the Contractor at his expense and maintained in a manner so as not to create a public nuisance. The Board of Supervisors, Flood Control District and Engineer assume no responsibility for the condition or maintenance of any existing road or structure thereon that may be used by the Contractor for performing the work under these specifications and for traveling to and from the site of the work. No direct payment will be made to the Contractor for constructing temporary roads used for construction operations or for improving, repairing, or maintaining any existing road or structure thereon that may be used by the Contractor for performance of the work under these specifications. The cost of all work described in this paragraph shall be included in the prices bid in the schedule for other items of construction work.

### 5.13 GUARANTEE OF WORK

All work is guaranteed by Contractor for a period of one year from the recordation of the Notice of Completion against defects resulting from the use of inferior materials, equipment, or workmanship. Upon notice from District, Contractor shall promptly remedy such defects at his expense, including payment to District of its expenses in connection with remedying such defects, otherwise District shall proceed to remedy such defects and Contractor shall upon demand reimburse District for its expenses in connection therewith.

The above one year guarantee is in addition to any specific guarantee(s) provided for elsewhere in the Contract Documents.

### 5.14 DAMAGES BY ACT OF GOD

If the construction of the project herein is damaged, which damage is determined to have been proximately caused by an act of God, in excess of 5% of the contract amount, provided that the work damaged is built in accordance with applicable building standards and the plans and specifications, then the District, may, without prejudice to any other right or remedy, terminate the contract.

## SECTION VI - PROSECUTION AND PROGRESS

### 6.01 PROGRESS OF THE WORK

The Contractor shall begin the work within ten (10) calendar days after the date of the receipt by him of notice to proceed from the Chief Engineer and shall diligently prosecute the same to completion within the time limit provided in the Special Provisions.

### 6.02 OVERTIME WORK AND WORK AT NIGHT

It is intended that the Contractor prosecute the work on a five (5) day, forty (40) hour work week with no work on legal holidays. If the Contractor feels it is necessary to work more than the normal 40 hour work week, he will make a written request for permission from the Engineer, outlining the reasons for such request. The decision of granting permission for overtime work shall be made by the Engineer and shall be final. A condition will be imposed on the granting of a request to work overtime, requiring the Contractor to pay the District the cost incurred at overtime rates for additional inspection and engineering time required in connection with the overtime work.

When any work is performed at night, only such classes of work shall be done as can be properly inspected. Adequate light must be provided for the safety of the men and for proper inspection.

### 6.03 SUBCONTRACTING

Reference is made to the Subletting and Subcontracting Fair Practice Act contained in the Public Contract Code (commencing §4100). By this reference, said Act is incorporated herein with like effect as if it were here set forth in full and the parties shall abide by its terms and substitution shall be only as allowed by that Act.

Contractor shall be responsible for the acts and omissions of its subcontractors and shall make certain that at all times its subcontractors comply with the terms of the Contract Documents and applicable law insofar as such compliance relates to the work.

District reserves the right to approve all subcontractors whether or not they are required to be listed in the Contractor's Proposal. As used in this Section "subcontractor" includes any person who fabricates or manufactures any article for incorporation into the work whether or not they install or test after installation or contract to install or test after installation, but does not include suppliers of fungible goods for incorporation into the work unless such supplier also installs or tests or contracts to install or test.

The Contractor shall give his personal attention to the fulfillment of the contract and shall keep the work under his control. The Contractor shall perform with his own organization work of a value amounting to not less than 60 percent of the remainder obtained by subtracting from the total original contract value the sum of any item designated herein or in the Special Provisions as Specialty Items. The furnishing and placing of reinforcing steel, when placing is performed by the supplier, will be considered as a Specialty Item for this purpose; however, he shall be designated in the list of subcontractors. The value of the work subcontracted will be based on the contract item bid price. When a portion of an item is subcontracted, the value of work subcontracted will be based on the estimated percentage of the Contract Unit Price. This will be determined from information submitted by the Contractor, and subject to approval by the Engineer.

Where a portion of the work which has been subcontracted by the Contractor is not being prosecuted in a manner satisfactory to the District, the subcontractor shall be removed immediately on the requisition of the Engineer and shall not again be employed on the work.

### 6.04 CHARACTER OF WORKMEN

If any subcontractor or person employed by the Contractor shall fail or refuse to carry out the directions of the Engineer or shall appear to the Engineer to be incompetent or to act in a disorderly or improper manner, he shall be discharged immediately on the requisition of the Engineer, and such person shall not again be employed on this work.

### 6.05 TEMPORARY SUSPENSION OF THE WORK

The Engineer shall have the authority to suspend the work wholly or in part, for such period as he may deem necessary, due to unsuitable weather, or to such other conditions as are



considered unfavorable for the suitable prosecution of the work, or for such time as he may deem necessary due to the failure on the part of the Contractor to carry out orders given, or to perform any provision of the contract. The Contractor shall immediately comply with the written order of the Engineer to suspend the work wholly or in part. The work shall be resumed when conditions are favorable and methods are corrected, as ordered or approved in writing by the Engineer.

#### 6.06 TIME OF COMPLETION AND DAMAGES

The Contractor shall complete the work called for under the contract in all parts and requirements within the number of working days specified in the Special Provisions.

A working day is hereby defined as any day; except Saturdays, Sundays, and legal holidays and days on which the Contractor is specifically required by the Special Provisions to suspend construction operations; on which the Contractor is not prevented by inclement weather or conditions resulting immediately therefrom adverse to the current controlling operation or operations, as determined by the Engineer, from proceeding with at least 60 percent of the normal labor and equipment force engaged in such operation or operations for at least five hours toward completion of such operation or operations.

The Engineer will furnish the Contractor a weekly statement showing the number of working days charged to the contract for the preceding week, the number of working days specified for completion of the contract, and the number of working days remaining to complete the contract. The Contractor will be allowed one week in which to file a written protest setting forth in what respects said weekly statement is incorrect, otherwise the statement shall be deemed to have been accepted by the Contractor as correct.

The following holidays will be considered as legal holidays: New Year's Day; Martin Luther King Jr.'s Birthday, Lincoln's Birthday; Washington's Birthday; Memorial Day; Independence Day; Labor Day; Columbus Day; Veteran's Day; Thanksgiving Day; Christmas; and such other days as are declared holidays by ordinance passed by the Board of Supervisors of Riverside County.

Contractor acknowledges that failure to perform in strict accordance with the Contract Documents and within the time limit specified in the Special Provisions will cause District to suffer special damages in addition to cost of completion of the work in accordance with the provisions of the Contract Documents. Such special damage could include, but is not limited to, lease and rental cost, additional salaries and overhead, interest during construction, attorney expense, additional engineering, inspection expense, cost of maintaining or constructing alternate facilities and injury to the property of the District or others. The daily cost to the District for inspection and superintendence by the District shall be the amount specified in the Special Provisions. The District may withhold from any money due or that may become due the Contractor under the contract, such amount as the District may elect to offset the damages incurred and any withholding or failure to withhold shall not in any way limit recovery for damages actually incurred.

It is further agreed that in case the work called for under the contract is not finished and completed in all parts and requirements within the time specified, the Board of Supervisors shall have the right to extend the time for completion or not, as may seem best to serve the interest of the District, and if it decides to extend the time limit for the completion of the contract, it shall further have the right to charge to the Contractor, his heirs, assigns or sureties and to deduct from the final payment for the work all or any part, as it may deem proper, of the actual cost of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to the contract, and which accrue during the period of such extension, except that cost of final surveys and preparation of final estimate shall not be included in such charges.

The Contractor shall not be assessed damages nor the cost of engineering and inspection during any delay in the completion of the work caused by acts of God or of the public enemy, acts of the District, encountering unknown utility facilities, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather or delays of subcontractors due to such causes, provided that the Contractor shall notify the Engineer in writing of the causes of delay within ten (10) days from the beginning of any such delay, and his findings of the facts thereon shall be final and conclusive. Contractor shall not be assessed damages for delay in the completion of the project, when such delay was caused by the failure of the District or the owner of the utility facilities.

The term "severe weather" shall be construed to mean only such weather as is unreasonable or extraordinary and in the opinion of the Engineer, the work could not be prosecuted by the Contractor during the period throughout which such weather prevailed.

#### 6.07 DELAYS AND EXTENSION OF TIME

If delays are caused by unforeseen causes beyond the control of either the Contractor or the District, such as war, strikes, fire, floods, or other action of the elements, such delays will entitle the Contractor to an equivalent extension of time for the completion of the contract, but the Contractor shall not be entitled to damages or additional payments over and above the contract price due to delay caused by any of the above-mentioned causes. Furthermore, if the Contractor suffers any delay caused by the failure of the District to furnish the necessary right of way or materials agreed to be furnished by it, or by failure to supply necessary plans or instructions concerning the work to be done after written request therefor has been made, the Contractor shall be entitled to an extension of time equivalent to the time lost for any of the above-mentioned reasons, but shall not be entitled to any damages for such delay.

#### 6.08 ASSIGNMENT

The contract may be assigned only upon written consent of the District. Such written consent to sublet, assign or otherwise dispose of any portion of the contract, shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract.

#### 6.09 TERMINATION OF CONTRACT

Subject to all applicable provisions of these specifications and/or the contract to be entered into hereunder, the Engineer is hereby empowered to direct the time and rate of delivery of materials at the site of work and to direct the time, rate and sequence of work. If the Contractor fails to begin delivery of material and equipment or to commence work within the

time specified herein, and/or in the contract, or to maintain the rates of delivery of materials, or to execute the work in the manner and at such locations as directed by the Engineer, or fails to maintain a program of work in such a manner as will, in the judgment of the Engineer inure to interests of the District, or, if in the judgment of the Engineer, the Contractor is not carrying out the provisions of the contract in their true intent and meaning, written notice by the Chief Engineer may be served upon him and the Surety on his faithful performance bond demanding a satisfactory compliance with the contract, and with these specifications. If the Contractor and/or his Surety refuses or neglects to comply with such notice within five (5) days after receiving same, or after commencing so to do, fails to continue so to do, or has assigned or sublet the contract without the consent of the District, then the District may exclude him from the premises and take possession thereof, together with all material and equipment thereon, and may complete the work itself, either by force account or by letting the unfinished portion of the work to another Contractor or by a combination of such methods. In any event, the cost of the completion of said work shall be a charge against the Contractor and his Surety and may be deducted from any money due or becoming due from the District, and if the sums due under the contract are insufficient, said Contractor and/or his Surety shall pay to the District within five (5) days after the completion of the work all of such cost in excess of the contract price.

The Surety, in the event that it assumes part of the work, shall take the Contractor's place in this contract in all respects for that part and shall be paid by the District for all work performed by it in accordance with the terms of this contract. If the Surety assumes the entire contract, all monies remaining due the Contractor at the time of his default shall be made payable to the Surety as the work progresses, subject to the terms of the contract.

## SECTION VII - PAYMENT

### 7.01 SCOPE OF PAYMENTS

The Contractor shall accept compensation, as herein provided, in full payment for furnishing all materials, labor, tools, and equipment necessary to the completed work and for performing all work contemplated and embraced under the contract; also for loss or damage arising from the nature of the work, or from the action of the elements, except as hereinbefore provided, or from any unforeseen difficulties which may be encountered during the prosecution of the work until the final acceptance by the Board of Supervisors; and for all risks of description connected with the prosecution of the work, also for all expenses incurred in consequence of the suspension or discontinuance of the work as herein specified; and for completing the work according to the plans and specifications. Neither the payment of any estimate nor of any retained percentage shall relieve the Contractor of any obligation to make good any defective work or material.

7.01A Measurement and Computation of Quantities - All items of the work to be paid for at a contract price per unit of measurement will be measured by the Engineer in accordance with United States Standard Measures. A ton shall mean 2,000 pounds, avoirdupois. Except as otherwise expressly provided in the specifications, the methods of measurement and computation of quantities of such items will be determined by the Engineer, taking into account the price of the item relative to its quantity and the costs of measurement.

The weights of metalwork, pipe, and other metal parts to be paid for by weight will be determined by the Engineer on the basis of handbook weights, scale weights, or manufacturer's

catalog weights, or in the absence of any of the foregoing, on the basis of estimated weights; provided, that weights of nonmetallic coatings will be excluded.

7.01B Payment at Contract Prices - The contract price for an item of the work shall include full compensation for all costs of that item, including the costs of any work, materials and equipment incidental to the item but not specifically shown or described in the drawings and specifications, subject only to such express limitations as may be stated in the specifications defining the item or prescribing payment therefor.

The contract prices shall include full compensation for all costs of any work, materials, and equipment required by the drawings and specifications at the time of contract award, but not covered by a contract price or otherwise expressly made the subject of direct payment.

7.02 PAYMENT AND COMPENSATION FOR ALTERED QUANTITIES

When alterations in plans or quantities of work are ordered and performed, the Contractor shall accept payment in full at the contract unit price for the actual quantities of work done and no allowance will be made for anticipated profits. Increased or decreased work involving supplemental agreements will be paid for as stipulated in such agreements.

7.03 FORCE ACCOUNT PAYMENT

When extra work is to be paid for on a force account basis, compensation will be determined as follows:

7.03A Work Performed by Contractor - The Contractor will be paid for labor, materials, and equipment rental as hereinafter provided, except where agreement has been reached to pay in accordance with Section 7.03B. Only materials incorporated in the work will be paid for.

To the total computed as provided in Sections 7.03A(1), 7.03A(2) and 7.03A(3) will be added the following percentages:

Labor	-	24 percent
Materials	-	15 percent
Equipment Rental	-	15 percent

It is understood labor, materials, and equipment may be furnished by the Contractor or by the subcontractor or by others on behalf of the Contractor.

When extra work paid for on a force account basis is performed by forces other than the Contractor's organization, the Contractor shall reach agreement with such other forces as to the distribution of the payment made by the District for such work and no additional payment therefor will be made by the District.

7.03A(1) Labor - The Contractor will be paid the cost of labor for the workmen (including foremen when authorized by the Engineer), used in the actual and direct performance of the work. The cost of labor, whether the employer is the Contractor, subcontractor, or other forces, will be the sum of the following:

7.03A(1a) Actual Wages - The actual wages paid will be as published by the Director of Industrial Relations of the State of California for the region where work is performed and that are in effect at the time of award of the contract. The classification of workmen used shall not be in excess of the industry standard for the region where work is performed. Copies of the published labor rates are on file at the District office.

7.03A(1b) Labor Surcharge - To the actual wages as defined in Section 7.03A(1a), will be added a labor surcharge set forth in the Special Provisions, which labor surcharge shall constitute full compensation for all payments imposed by State and Federal laws and for all other payments made to, or on behalf of, the workmen, other than actual wages as defined in Section 7.03A(1a) and subsistence and travel allowance as specified in Section 7.03A(1c).

7.03A(1c) Subsistence and travel allowance paid to such workmen as required by collective bargaining agreements.

7.03A(2) Materials - The cost of materials incorporated in the work will be the cost to the purchaser, whether Contractor, subcontractor or other forces, from the supplier thereof, except as the following are applicable:

7.03A(2a) If a cash or trade discount by the actual supplier is offered or available to the purchaser, it shall be credited to the District notwithstanding the fact that such discount may not have been taken.

7.03A(2b) If the materials are procured by the purchaser by any method which is not a direct purchase from and a direct billing by the actual supplier to such purchaser, the cost of such materials shall be deemed to be the price paid to the actual supplier as determined by the Engineer. No markup except for actual costs incurred in the handling of such materials will be permitted.

7.03A(2c) If the materials are obtained from a supply or source owned wholly or in part by the purchaser, payment therefor will not exceed the price paid by the purchaser for similar materials furnished from said source on contract items or on the current wholesale price for such materials delivered to the job site whichever price is lower.

7.03A(2d) If the cost of such materials is, in the opinion of the Engineer, excessive, then the cost of such materials shall be deemed to be the lowest current wholesale price at which such materials are available in the quantities concerned delivered to the job site, less any discounts as provided in Section 7.03(2a).

7.03A(2e) If the Contractor does not furnish satisfactory evidence of the cost of such materials from the actual supplier thereof, the cost shall then be determined in accordance with Section 7.03A(2d).

The District reserves the right to furnish such materials as it deems advisable, and the Contractor shall have no claims for costs and profit on such materials.

7.03A(3) Equipment Rental - The Contractor will be paid for the use of equipment at the rental rates listed for such equipment in the Special Provisions, regardless of ownership and any rental or other agreement, if such may exist, for the use of such equipment entered into by the Contractor. If it is deemed necessary by the Engineer to use equipment not listed in the Special Provisions, a suitable rental rate for such equipment will be established by the Engineer. The Contractor may furnish any cost data which might assist the Engineer in the establishment of such rental rate.

The rental rates paid as above provided shall include the cost of fuel, oil, lubrication, supplies, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals.

Operators of rented equipment will be paid for as provided under Section 7.03A(1).

All equipment shall, in the opinion of the Engineer, be in good working condition and suitable for the purpose for which the equipment is to be used.

Unless otherwise specified, manufacturer's ratings and manufacturer approved modifications shall be used to classify equipment for the determination of applicable rental rates. Equipment which has no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

Individual pieces of equipment or tools having a replacement value of \$25.00 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefor.

Rental time will not be allowed while equipment is inoperative due to breakdowns.

In computing the rental time of equipment, less than 30 minutes shall be considered ½ hour.

7.03A(3a) Equipment on the Work - The rental time to be paid for equipment on the work shall be the time the equipment is in operation on the extra work being performed, and in addition, shall include the time required to move the equipment to location of the extra work and return it to the original location or to another location requiring no more time than that required to return it to its original location, except that moving time will not be paid for if the equipment is used at the site of the extra work on other than such extra work. Loading and transporting costs will be allowed, in lieu of moving time, when the equipment is moved by means other than its own power, except that no payment will be made if the equipment is used at the site of the extra work on other than such extra work.

7.03A(3b) Equipment not on the Work - For the use of equipment moved in on the work and used exclusively for extra work paid for on a force account basis, the Contractor will be paid the rental rates listed in the Special Provisions or as agreed to as provided

in Section 7.03A(3) and for the cost of transporting the equipment to the location of the work and its return to its original location, all in accordance with the following provisions:

- (1) The original location of the equipment to be hauled to the location of the work shall be agreed to by the Engineer in advance.
- (2) The District will pay the costs of loading and unloading such equipment.
- (3) The cost of transporting equipment on low bed trailers shall not exceed the hourly rates charged by established haulers.
- (4) The cost of transporting equipment shall not exceed the applicable minimum established rates of the Public Utilities Commission.
- (5) The rental period shall begin at the time the equipment is unloaded at the site of the extra work, shall include each day that the equipment is at the site of the extra work, excluding Saturdays, Sundays, and legal holidays unless the extra work is performed on such days, and shall terminate at the end of the day on which the Engineer directs the Contractor to discontinue the use of such equipment. The rental time to be paid per day will be in accordance with the following:

<u>Hours Equipment is in Operation</u>	<u>Hours to be Paid</u>
0.....	4
0.5.....	4.25
1.....	4.5
1.5.....	4.75
2.....	5
2.5.....	5.25
3.....	5.5
3.5.....	5.75
4.....	6
4.5.....	6.25
5.....	6.5
5.5.....	6.75
6.....	7
6.5.....	7.25
7.....	7.5
7.5.....	7.75
8.....	8
Over 8.....	hours in operation

When hourly rates are listed, less than 30 minutes of operation shall be considered to be 1/2 hour of operation.

When daily rates are listed, payment for 1/2 day will be made if the equipment is not used. If the equipment is used, payment will be made for one day.

The minimum rental time to be paid for the entire rental period on an hourly basis shall not be less than 8 hours or if on a daily basis shall not be less than one day.

(6) Should the Contractor desire the return of the equipment to a location other than its original location, the District will pay the cost of transportation in accordance with the above provisions, provided such payment shall not exceed the cost of moving the equipment to the work.

(7) Payment for transporting, loading and unloading equipment, as above provided, will not be made if the equipment is used on the work in any other way than upon extra work paid for on a force account basis.

7.03B Work Performed by Special Forces or Other Special Services - When the Engineer and the Contractor, by agreement, determine that a special service or an item of extra work cannot be performed by the forces of the Contractor or those of any of his subcontractors, such service or extra work item may be performed by a specialist. Invoices for such service or item of extra work on the basis of the current market price thereof may be accepted without complete itemization of labor, material, and equipment rental costs when it is impracticable and not in accordance with the established practice of the special service industry to provide such complete itemization. In those instances wherein a Contractor is required to perform extra work necessitating a fabrication or machining process in a fabrication or machine shop facility away from the job site, the charges for that portion of the extra work performed in such facility may, by agreement, be accepted as a specialist billing.

To the specialist invoice price, less a credit to the District for any cash or trade discount offered or available, whether or not such discount may have been taken, will be added 15 percent in lieu of the percentages provided in Section 7.03A.

7.03C Records - The Contractor shall maintain his records in such a manner as to provide a clear distinction between the direct costs of extra work paid for on a force account basis and the costs of other operations.

The Contractor shall furnish the Engineer report sheets in duplicate of each day's extra work paid for on a force account basis no later than the working day following the performance of said work. The daily report sheets shall itemize the materials used, and shall cover the direct cost of labor and the charges for equipment rental, whether furnished by the Contractor, subcontractor, or other forces, except for charges described in Section 7.03B. The daily report sheets shall provide names or identifications and classifications of workmen, the hourly rate of pay and hours worked, and also the size, type and identification number of equipment, and hours operated.

Material charges shall be substantiated by valid copies of vendor's invoices. Such invoices shall be submitted with the daily report sheets, or if not available, they shall be submitted with subsequent daily report sheets. Should said vendor's invoices not be submitted within 15 days after acceptance of the work, the District reserves the right to establish the cost of such materials at the lowest current wholesale prices at which said materials are available in the quantities concerned delivered to the location of the work, less any discounts provided in Section 7.03A(2a).



Said daily report sheets shall be signed by the Contractor or his authorized agent.

The Engineer will compare his records with the daily report sheets furnished by the Contractor, make any necessary adjustments, and compile the costs of work paid for on a force account basis on daily extra work report forms furnished by the District. When these daily extra work reports are agreed upon and signed by both parties, they shall become the basis of payment for the work performed, but shall not preclude subsequent adjustment based on a later audit.

The Contractor's cost records pertaining to work paid for on a force account basis shall be open to inspection or audit by representatives of the District, during the life of the contract and for a period of not less than 18 months after the date of acceptance thereof, and the Contractor shall retain such records for that period. Where payment for materials or labor is based on the cost thereof to forces other than the Contractor, the Contractor expressly guarantees that the cost records of such other forces shall be open to inspection and audit by representatives of the District on the same terms and conditions as the cost records of the Contractor. If an audit is to be commenced more than 60 days after the acceptance date of the contract, the Contractor will be given a reasonable notice of the time when such audit is to begin.

7.03D - Payment as provided above in Sections 7.03A and 7.03B shall constitute full compensation to the Contractor for performance of work paid for on a force account basis and no additional compensation will be allowed therefor.

#### 7.04 ACCEPTANCE

The work shall be inspected for acceptance by the Engineer promptly upon receipt of notice in writing from the Contractor that the work is ready for such inspection.

The structures will not be finally accepted until the completion of the entire work under the contract.

#### 7.05 DEDUCTIONS FROM PAYMENTS

The Riverside County Flood Control and Water Conservation District, by and through the Board of Supervisors or other appropriate District officer or officers, may at its option and at any time retain out of any amounts due the Contractor sums sufficient to cover any unpaid claims, provided that sworn statements of said claims shall have been filed in the office of the District or in the office of any other District officer or officers having jurisdiction thereover.

#### 7.06 PARTIAL PAYMENTS

On or about the last day of each month, the Engineer shall make an estimate in writing of the total amount of work done by the Contractor to the time of such estimate and the value thereof. The District shall retain 5 percent (5%) of such estimated value of the work done as part security for the fulfillment of the contract by the Contractor. At no time shall the amount retained by the District be less than 5 percent (5%) of the total value of the work completed at the time such payments are made.

After deducting all previous payments and all sums to be kept or retained under the provisions of the contract, the District shall make monthly progress payments to the Contractor.

No such estimate or payment shall be required to be made when, in the judgment of the Chief Engineer, the work is not proceeding in accordance with the provisions of the contract.

In accordance with Public Contract Code Section 22300 and other applicable law, the Contractor may substitute securities for any monies withheld to ensure performance under the contract. Such substitution shall be made only upon a separate agreement between the District and the Contractor which contains terms and conditions in compliance with all laws applicable to monies withheld under the contract.

#### 7.07 DELAYED PAYMENTS

All the monies due the Contractor under the contract will be paid by demand on the Treasurer of the District, prepared and approved as required by law, and it is understood that any delay in the preparation, approval and payment of these demands will not constitute a breach of contract on the part of the District.

#### 7.08 FINAL PAYMENT

The Engineer, after the completion of the contract, shall make a final estimate in writing to the Board of Supervisors of the amount of work done thereunder, and the value of such work, and the District shall pay the entire sum so found to be due after deducting therefrom all previous payments and all amounts to be kept and all amounts to be retained under the provisions of the contract. All prior partial estimates and payment shall be subject to correction in the final estimate and payment. The final payment shall not be due and payable until the expiration of forty-five (45) days from the date of acceptance of the work by the Board of Supervisors.

It is mutually agreed between the parties to the contract that no certificate given or payments made under the contract, except the final payment, shall be conclusive evidence of the performance of the contract, either wholly or in part against any claim of the party of the first part, and no payment shall be construed to be an acceptance of any defective work or improper materials.

And the Contractor further agrees that the payment of the final amount due under the contract, and the adjustment and payment for any work done in accordance with any alterations of the same, shall release the Riverside County Flood Control and Water Conservation District, the Board of Supervisors, and the Engineer from any and all claims or liability on account of work performed under the contract or any alteration thereof.

#### 7.09 CLAIMS RESOLUTION

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

1. All claims shall be submitted in writing and accompanied by substantiating documentation. Claims must be filed on or before the date of final payment unless other notice requirements are provided in the contract. "Claim" means a separate demand by the claimant for

(1) a time extension, (2) payment of money or damages arising from work done by or on behalf of the claimant and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled, or (3) an amount the payment of which is disputed by the District.

- (a) Claims under \$50,000. The District shall respond in writing to the claim within 45 days of receipt of the claim, or, the District may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the District may have. If additional information is needed thereafter, it shall be provided upon mutual agreement of the District and the claimant. The District's written response shall be submitted 15 days after receiving the additional documentation, or within the same period of time taken by the claimant to produce the additional information, whichever is greater.
- (b) Claims over \$50,000 but less than or equal to \$375,000. The District shall respond in writing within 60 days of receipt, or, may request in writing within 30 days of receipt of the claim, any additional documents supporting the claim or relating to defenses or claims the District may have against the claimant. If additional information is needed thereafter, it shall be provided pursuant to mutual agreement between the District and the claimant. The District's response shall be submitted within 30 days after receipt of the further documents, or within the same period of time taken by the claimant to produce the additional information or documents, whichever is greater.

2. If the claimant disputes the District's response, or if the District fails to respond within the statutory time period, the claimant may so notify the District within 15 days of the receipt of the response or the failure to respond, and demand an informal conference to meet and confer for settlement. Upon such demand, the District shall schedule a meet and confer conference within 30 days.

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

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

## SECTION VIII - GENERAL

### 8.01 COOPERATION BETWEEN CONTRACTORS

The Contractor shall be required to cooperate fully with all utility and public agency representatives engaged in construction, relocation, altering or otherwise rearranging any facilities interfering with the progress of the work.

Full compensation for any delay or inconvenience to the Contractor's operation due to such operations as described above shall be considered included in the unit price paid for other items of work and no additional allowance will be made therefor.

### 8.02 INSURANCE - HOLD HARMLESS

Contractor shall not commence work under this contract until he has obtained the insurance required hereunder and satisfactory proof of said insurance has been submitted to District and has been approved as to form by Riverside County Counsel.

Compensation Insurance - Contractor shall procure and maintain during the life of the contract Workers' Compensation Insurance as required by the State of California. Contractor shall further require each of its subcontractors to procure Workers' Compensation Insurance as required by the State while working on the project.

Liability Insurance - Contractor shall take out and maintain during the course of the work combined single limit liability insurance covering bodily injury and property damage insurance and blanket contractual coverage as to the work and obligations covered hereunder in an amount not less than \$2,000,000, or the equivalent thereof. Said insurance must contain an endorsement that District, County of Riverside, and any municipal corporation in which the work is to be accomplished, are named as an additional insured as respects the work covered hereunder. Said insurance must not contain, as respects the work covered hereunder, any exclusions as to bodily injury or death or property damage arising out of blasting, explosion, or underground damage to wire, pipes, conduits, mains, sewers, tank tunnels or any similar property, i.e., the so-called "x c u" exclusions. The insurance certificate evidencing such insurance must affirmatively state that the insurance carrier(s) will give Owner thirty (30) days written notice prior to cancellation of the insurance or a reduction in coverage; must state that the "x c u" exclusions are waived or do not exist in the policy(s); and that District, County of Riverside, and any municipal corporation in which the work is to be accomplished, are named as an additional insured as respects the work covered hereunder.

In the alternate to naming Owner and County of Riverside, and any municipal corporation in which the work is to be accomplished, as additional insured, Contractor may take out and maintain during the course of the work and until acceptance by Owner, Owner's Protective Liability Insurance amount not less than \$2,000,000 covering District, County of Riverside, and any municipal corporation in which the work is to be accomplished.

The cost of this insurance shall be included in the prices bid for the various items of work and no additional compensation will be made therefor.

Hold Harmless - Contractor shall hold District, County of Riverside and any municipal corporation in which the work is to be accomplished, together with the officers, agents and employees of each, free and harmless from any liability whatsoever, including wrongful death, based or asserted upon any act or omission of Contractor, its officers, agents, employees or subcontractors, relating to or in any way connected with or arising from the accomplishment of the work, whether or not in furtherance of the work; and Contractor agrees to protect and defend, including all attorney fees and other expenses, each of the foregoing bodies and persons in any legal action based or asserted upon any such acts or omissions.

Obligations - The obligations assumed by Contractor cover all obligations set forth in this Subsection and elsewhere in the Contract Documents, such as Subsections 5.01, 5.02, 5.05, 5.06, 5.08, 5.09, 5.10, 10.01, and 10.02.

### 8.03 PUBLIC UTILITIES

The locations of all pipelines, power lines, communication lines and other utility components known to District to exist within the limits of the work, are indicated on the drawings and may be the subject of a specific Special Provision(s). Size, location and characteristics of such utilities is based upon information made available to District - primarily from the owner of the utility in question. The exactness of such information is not guaranteed but may be assumed to have been accomplished with reasonable accuracy.

In addition to the drawings and any such provision regarding utilities, Contractor is under a duty to take into account the location of service laterals or other appurtenances which can be inferred from the presence of facilities such as buildings, meters and junction boxes in or about the limits of the work.

Unless otherwise directed by the Contract Documents, all existing utilities - where shown or described or not - shall be left in place and Contractor must conduct its operations so that such utilities are protected from damage at all times during the course of the work and the work must be accomplished so as to give such utilities proper protection and support upon completion of the work by Contractor.

If during the course of the work, Contractor discovers underground utility components not indicated in the drawings, the Special Provisions or elsewhere in the Contract Documents, Contractor must immediately notify, in writing, the Engineer and the utility company (public or private) involved, stating with exactness the condition found.

When Contractor encounters a utility not shown or described in the Contract Documents, Contractor shall cease all work which would disturb such utility and its support until given specific instructions as to how to proceed regarding such utility by Engineer. All work done by Contractor to protect existing utilities shown or described in the Contract Documents, or which can be reasonably inferred from the presence of other visible facilities, is at Contractor's expense, the cost of which is deemed included in Contractor's Proposal to do the work.

Contractor's cost of locating, repairing damage not due to the failure of Contractor to exercise reasonable care, and removing or relocating utility components and facilities not indicated in the drawings, specifications or elsewhere in the Contract Documents with reasonable accuracy, shall be paid Contractor as Extra Work as provided in Subsection 2.07 and Subsection 7.03 of the General Provisions. Compensation for idle time of equipment shall be paid as provided in Section 8-1.09, "Right of Way Delays", of the State Standard Specifications. No surcharge rates for equipment will be applied for idled equipment.

District may direct the Contractor to do such repair or relocation work as required. When such repair or relocation work is not elsewhere provided for in these Contract Documents, or reasonably inferred therefrom, a requirement of District that Contractor perform such work shall be compensated for as Extra Work pursuant to Subsections 2.07 and 7.03 of these General Provisions.

Contractor shall not be assessed liquidated damages for delay in completion of the project, if such delay is caused by failure of District, or the owner of the utility in question, to provide for removal or relocation of the utility involved.

#### 8.04 PROTECTION OF EXISTING STREET FACILITIES

The Contractor shall be responsible for the protection of existing signs, fences, concrete curbs, gutters and other facilities which may be encountered. The replacement or repair of any facilities which the District deems necessary as a result of the Contractor's operations shall be done by the Contractor at his own expense and to the satisfaction of the Engineer.

Excavation within the street right of way shall be conducted in a manner to cause the least interruption to traffic. Where traffic must cross open trenches, the Contractor shall provide suitable bridges at street intersections and driveways. Hydrants under pressure, valve pipe covers, valve boxes, curb stop boxes, fire or police call boxes, or other utility controls shall be left unobstructed and accessible during construction.

#### 8.05 DIVERSION AND CONTROL OF WATER

Unless otherwise provided in the Proposal, no separate payment will be made for diversion and control of surface or groundwater. All costs incidental to maintaining dry working areas shall be included in the unit prices paid for other items of work in the schedule.

#### 8.06 DUST ABATEMENT

During the performance of all work included in the contract, the Contractor shall take the necessary precautions to save the District free and harmless from any loss or damage resulting from his operations that raise or produce dust in such amounts that will be objectionable, and/or cause damage to adjacent property or property owners.

The Contractor will be required to have a positive and continuous method of dust control which is satisfactory to the Engineer. The methods to be used for controlling dust in the

construction area and along haul roads shall be approved by the Engineer prior to starting any of the work included in the contract. All costs incidental to dust control shall be included in the unit prices paid for other items of work in the schedule.

#### 8.07 PROJECT SIGNS

The Contractor shall erect project signs at the locations designated by the Engineer.

No separate payment will be made for erecting the project signs and all costs in connection therewith will be considered a subsidiary obligation of the Contractor.

#### 8.08 EXAMINATION OF PLANS, SPECIFICATIONS, CONTRACT, AND SITE OF WORK

The bidder shall examine carefully the site of the work contemplated, the plans and specifications, and the proposal and contract forms therefor. The submission of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of work to be performed, the quantities of materials to be furnished, and as to the requirements of the proposal, plans, specifications, and the contract.

Where the District has made investigations of subsurface conditions in areas where work is to be performed under the contract, or in other areas, some of which may constitute possible local material sources, such investigations are made only for the purpose of study and design. Where such investigations have been made, bidders or Contractors may, upon request, inspect the records of the District as to such investigations subject to and upon the conditions hereinafter set forth. Such inspection of records may be made at the office of the District.

The records of such investigations are not a part of the contract and are shown solely for the convenience of the bidder or Contractor. It is expressly understood and agreed that the District assumes no responsibility whatsoever in respect to the sufficiency or accuracy of the investigations thus made, the records thereof, or of the interpretations set forth therein or made by the District in its use thereof and there is no warranty or guarantee, either expressed or implied, that the conditions indicated by such investigations or records thereof are representative of those existing throughout such areas, or any part thereof, or that unlooked-for developments may not occur, or that materials other than, or in proportions different from those indicated, may not be encountered.

When a log of test borings showing a record of the data obtained by the District's investigation or subsurface conditions is included with the contract plans, it is expressly understood and agreed that said log of test borings does not constitute a part of the contract, represents only the opinion of the District as to the character of the materials encountered by it in its test borings, is included in the plans only for the convenience of bidders and its use is subject to all of the conditions and limitations set forth in this Section 8.08.

No information derived from such inspection of records of investigations or compilation thereof made by the District or from the Engineer, or his assistants, will in any way relieve the bidder or Contractor from any risk or from properly fulfilling the terms of the contract.

## SECTION IX - WATERING

### 9.01 DESCRIPTION

This work shall consist of developing a water supply for all water required for the work. The application of the water shall be under the control of the Engineer at all times and shall be applied in the amounts and at the locations approved by the Engineer.

At least one mobile unit of at least 1,000-gallon capacity for applying water shall be available on the project at all times.

Water for compacting embankment material and for laying dust shall be applied by means of pressure-type distributors or pipelines equipped with a spray system or hoses with nozzles that will ensure a uniform application of water.

No separate payment or additional allowances will be made for this work and all costs in connection therewith will be considered as included in other items in the schedule.

## SECTION X - PUBLIC CONVENIENCE, TRAFFIC CONTROL AND DETOURS

### 10.01 GENERAL

The Contractor shall so conduct his operations as to offer the least possible obstruction and inconvenience to the public and he shall have under construction no greater length or amount of work than he can prosecute properly with due regard to the rights of the public.

Unless otherwise provided in the Special Provisions, all public traffic shall be permitted to pass through the work with as little inconvenience and delay as possible.

Spillage resulting from hauling operations along or across any public traveled way shall be removed immediately at the Contractor's expense.

Construction operations shall be conducted in such a manner as to cause as little inconvenience as possible to abutting property owners.

Convenient access to driveways, houses and buildings along the line of work shall be maintained and temporary approaches to crossings or intersecting highways shall be provided and kept in good condition.

### 10.02 SIGNS

It shall be the responsibility of the Contractor to provide and maintain all lights, barricades and signs, both on and off the site of work, as required by the Engineer, and all such devices shall be of a type approved by him.

If, in any case, the Engineer finds it necessary to replace, add to or erect said barricades, signs, or lights, when the Contractor fails to do so when informed, the Contractor shall be billed for all costs thereof including a daily rental fee for signs.



No separate payment, unless otherwise provided for under the Special Provisions, will be made for traffic control and detour signing and all costs incidental to these items shall be included in the unit prices paid for other items of work.

10.03 MATERIALS STORAGE

Storing or stockpiling of excavated material, imported backfill material or construction materials on any street or highway will not be permitted except as approved in writing by the Engineer.

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SPECIAL PROVISIONS  
AND  
DETAILED SPECIFICATIONS

## SPECIAL PROVISIONS

### SECTION 1 - GENERAL

1.1 Drawings and Specifications - These documents are for the replacement and installation of **HVAC and Boiler Units and Energy Management System Replacement**, located at 1995 Market Street, in the city of Riverside, Riverside County, California. This work shall conform with the contract drawings indexed on the cover sheet of the drawings included herewith.

The Contractor shall be responsible to obtain referenced standard plans/drawings of various agencies from their respective office or web site.

In the event that discrepancies are encountered, the option that provides the method, item or material with the greatest strength or utility shall be chosen, as directed by the Engineer.

In case of conflict between the drawings and the specifications, the drawings shall govern; in case of conflict between the referenced specifications and these specifications, the latter shall govern.

### SECTION 2 - TIME OF COMPLETION, DAMAGES AND LEGAL HOLIDAYS

2.1 General - The Contractor shall begin work within ten (10) calendar days after the date of receipt of Notice to Proceed from the Engineer and shall diligently prosecute the same to completion before the expiration of

#### SEVENTY-FIVE (75) WORKING DAYS

from the date of receipt of Notice to Proceed.

The Contractor shall maintain a working HVAC and Boiler system, at all times, during business hours for the entire project duration.

2.2 Damages - The Contractor and the District expressly agree that the cost to the District for inspection and superintendence of the work for this contract is **\$1,000.00** per working day.

2.3 Legal Holidays - The Contractor will not be permitted to work on Legal Holidays (Reference Sections 6.02 and 6.06 of the General Provisions), except in cases of emergency as directed by the Engineer. However, the Contractor may work on weekends and after business

hours in order to meet the requirement of having an operating HVAC system during business hours when authorized by the District.

### SECTION 3 - FORCE ACCOUNT PAYMENT

3.1 Labor Surcharge - Attention is directed to the provisions of Section VII, Article 7.03A (1b) of the General Provisions. The labor surcharge percentage to be applied to the actual wages paid as defined in Paragraph 7.03A (1a) will be twenty-four percent (24%).

3.2 Equipment Rental - Attention is directed to the provisions of Section VII, Article 7.03A (3) of the General Provisions. The equipment rental rates to be applied will be the rates published by the California Department of Transportation and in effect at the time of the award of the contract. A copy of said Equipment Rental Rates is on file at the District Office.

### SECTION 4 - PROTECTION OF EXISTING UTILITIES

4.1 General - All existing above ground and underground utility lines, power poles and overhead wiring shall be protected in place at all times. Any damage to utilities caused by the Contractor's operation shall be repaired or replaced at the Contractor's expense.

Prior to the commencement of any construction activities, the Contractor shall contact all utility companies and local municipalities servicing the project area to review as-built utility drawings and determine appropriate means of protecting utilities.

At the discretion of the Engineer, the Contractor may be required to verify, by potholing, the location of potentially affected utilities.

### SECTION 5 - NOT USED

### SECTION 6 - SPECIAL REQUIREMENTS

6.1 Confined Space Compliance - The Contractor shall comply with all Cal/OSHA safety regulations including regulations concerning confined space and for maintaining a safe working environment for Contractor and District employees on the site. If needed, the Contractor shall develop and maintain a confined space procedure specific to this contract that complies with the requirements contained in California Code of Regulations, Title 8, Section 5158, Other Confined Space Operations and the District Confined Space Procedure, SOM-18. A copy of SOM-18 can be obtained from the District office, 1995 Market Street, Riverside upon request.

Within five (5) days after the award of the contract, the Contractor shall submit three (3) copies of the procedure to the Engineer for review and approval. The Contractor shall allow five (5) working days for the Engineer to review the procedure. If revisions are required as determined by the Engineer, the Contractor shall revise and resubmit the procedure within three (3) working days of receipt of the Engineer's comments and shall allow four (4) working days for the Engineer to review the revisions. The Contractor must submit three (3) copies of the approved procedure to the Engineer prior to the pre-construction meeting.

The procedure shall provide for recording of data to develop a history of acceptable atmosphere within the confined space. That history will include:

1. Daily calibration of a direct reading confined space meter by trained personnel.
2. Daily monitoring and recording of the confined space atmosphere with a calibrated direct reading confined space meter.
3. Records of Items 1 and 2 shall be maintained onsite and copies given to the Engineer.
4. The records shall indicate if readings are of natural or mechanically enhanced ventilation.

In addition, the procedure shall include daily tours of the job site with the Engineer to ensure inlets to the confined space are free of obstruction or substances that might affect the atmosphere of the confined space.

The Contractor will be required to keep a direct reading confined space meter onsite for the duration of the contract. The meter shall be calibrated daily and shall be made available for the Engineer's use upon request.

6.2 Toxic Material Disposal - Toxic materials including refrigerant, oil, fuel oil, gasoline, coolant, fluid filters and other contaminants shall not be discharged within the project site. All such materials shall be transported offsite and disposed of at a County approved facility. If needed, Contractor shall provide a bill of lading upon request by the Engineer to ensure property disposal of such toxic material.

6.3 HVAC and Boiler Units Order Notification - The Contractor shall submit to the District the following information from the HVAC manufacturer stating, (1) HVAC and Boiler Units order date, (2) HVAC and Boiler Units quantity, and (3) estimated delivery date of HVAC and

Boiler units. All notifications shall be submitted within five (5) calendar days of the approval of the respective HVAC and Boiler Units submittals.

6.4 Liability Insurance – The Contractor's attention is directed to Section 8.02, Insurance Hold Harmless, of the General Provisions. The City of Riverside shall also be named as additional insureds with the liability insurance coverage required to be maintained by the Contractor.

SECTION 7 AND SECTION 8 - NOT USED

SECTION 9 - PAYMENT

The contract prices shall include full compensation for all costs incurred under these Specifications and Contract Documents.

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## DETAILED SPECIFICATIONS

### SECTION 10 - MOBILIZATION

10.1 Description - The contract item Mobilization shall consist of expenditures for all preparatory work and operations, including but not limited to, those costs necessary for the movement of personnel, equipment, heavy equipment, cranes, supplies and incidentals to the project site; for the establishment of all offices, buildings, construction yards and other facilities necessary for work on the project; and for all other work and operations which must be performed or costs incurred prior to beginning work on the various contract items on the project site as well as the related demobilization costs anticipated at the completion of the project.

10.2 Payment - The amount credited for Mobilization on each monthly progress payment shall be equal to the total of the amounts credited for work on all the other contract items for that monthly progress payment, up to a cumulative limit of eighty percent (80%) of the lump sum price bid for Mobilization. The remaining twenty percent (20%) of the lump sum price bid for Mobilization will be paid with the final payment.

Payment of the lump sum contract price for Mobilization shall constitute full compensation for all labor, materials, equipment, and all other items necessary and incidental to completion of this item of work.

The deletion of work or the addition of extra work as provided for herein shall not affect the price paid for Mobilization.

### SECTION 11 AND SECTION 12 - NOT USED

### SECTION 13 - CLEARING AND MISCELLANEOUS WORK

13.1 Description - This section covers the Clearing and Miscellaneous Work, AND CONTRACT ITEM Extra Directed Work as required for construction of the work. All objectionable materials shall be removed and disposed of outside of the limits of the District grounds located at 1995 Market Street in the city of Riverside, Riverside County, California.

13.2 Clearing and Miscellaneous Work - The Clearing and Miscellaneous Work includes the removal and disposal of the existing seven (7) roof top HVAC units; two (2) roof top boilers; certain components of the existing Energy Management System; other HVAC, and Boiler Unit, and all incidentals as specified in the contract drawings.

Included in this Section are those types of work as shown on the drawings not specified for pay under any other individual contract item.

13.3 Extra Directed Work – The contract item Extra Directed Work shall consist of necessary work that is not included in other contract bid items and not shown on the drawings, as determined by the Engineer. All Extra Directed Work shall be performed as directed by the Engineer in accordance with all applicable standards and specifications.

13.4 Payment - Payment for complying with this Section shall be considered as included in the various items of work except for contract item Extra Directed Work, and no additional compensation shall be allowed for Clearing and Miscellaneous Work.

Full compensation for the contract item Extra Directed Work shall be made as "Extra Work" and shall be paid pursuant to Section 2.07 of the General Provisions. The total accumulated costs for Extra Directed Work shall not exceed the amount specified in the contract bid item unless otherwise increased by change order.

SECTION 14 THROUGH SECTION 34 - NOT USED



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## TECHNICAL SPECIFICATIONS

### SECTION 23 00 10 BASIC MECHANICAL REQUIREMENTS

#### PART 1 - GENERAL

##### 1.1 SECTION INCLUDES

- A. Basic Mechanical Requirements specifically applicable to Division 23 Sections, in addition to General, Special Provisions, Detailed and Technical Specification.

##### 1.2 DESCRIPTION

- A. Furnish materials and perform labor required to execute this work as indicated on the drawings, as specified and as required to complete the work of this Section, except as otherwise herein specifically excluded.

##### 1.3 WORK INCLUDED

- A. The complete Heating, Ventilating and Air Conditioning (HVAC) systems, including but not limited to these major items.
  - 1. Coordinate work of this Section with related trades.
  - 2. Verify applicable dimensions at the jobsite.
  - 3. Duct systems; supply, return and exhaust complete with fire dampers, combination fire-smoke dampers, and manual dampers.
  - 4. Diffusers and registers.
  - 5. Furnishing and installation of miscellaneous hangers, supports, sleeves, inserts, anchors and other auxiliary equipment for systems under this Division.
  - 6. Duct lining and insulation.
  - 7. Installation and connection of Engineer furnished equipment.
  - 8. Shop drawings.
  - 9. Equipment identification.
  - 10. Equipment and systems adjustments and balancing.
  - 11. Air, water and gas systems testing, adjusting and balancing.
  - 12. Written operating and maintenance instructions.
  - 13. Record drawings.
  - 14. Guarantee

##### 1.4 WORK SPECIFIED ELSEWHERE

- A. Concrete, Sheet Metal, Door and Exterior Wall Louvers, Painting and Electrical.

## 1.5 SITE INSPECTION

- A. Contractor shall familiarize himself with the conditions at the site. No allowance will be made subsequently for any error through negligence in observing the site conditions. Contractor shall observe and make cost allowance for any mechanical and/or electrical items that must be relocated to accommodate the installation or servicing of any item covered under this contract.

## 1.6 ORDINANCES, REGULATIONS AND CODES

- A. References to Technical Societies, Trade Organizations, Governmental Agencies is made in Division 15 in accordance with the following abbreviations.

1. AFI - Air Filter Institute
2. AMCA - Air Moving & Conditioning Association
3. ARI - Air Conditioning & Refrigeration Institute
4. ASHRAE - American Society of Heating, Refrigerating and Air Conditioning Engineers
5. ASME - American Society of Mechanical Engineers
6. ASTM - American Society of Testing Materials
7. AWS - American Welding Society Code
8. ANSI - American National Standards Institute
9. CBC - California Building Code
10. CCR - California Code of Regulations
11. CEC - California Electrical Code
12. CFC - California Fire Codes
13. CMC - California Mechanical Code
14. CPC - California Plumbing Code
15. FIA - Factory Insurance Association
16. NAFM - National Association of Fan Manufacturers
17. NEMA - National Electrical Manufacturer's Association
18. NFPA - National Fire Protection Association
19. ORS - Office of Regulatory Services
20. SCAQMD - South Coast Air Quality Management District
21. SMACNA - Sheet Metal and Air Conditioning Contractors National Association
22. UFC - Uniform Fire Code
23. UL - Underwriter's Laboratories
24. UPC - Uniform Plumbing Code

- B. Requirements of Regulatory Agencies: Materials and installation shall comply with applicable local, state, and national codes and ordinances. Rulings and interpretations of the enforcing agencies shall be considered as part of the local codes. No extras will be permitted for furnishing items required by the local codes but not specified or shown on the drawings.

C. Codes and Standards:

1. UBC and California Amendments (California Building Code - Part 2, Title 24, CCR).
  2. UMC and California Amendments (California Mechanical Code - Part 4, Title 24 CCR).
  3. UPC and California Amendments (California Plumbing Code - Part 5, Title 24 CCR).
  4. Uniform Fire Code with State Amendments (California Fire Code - Part 9, Title 24 CCR).
  5. National Fire Protection Associations - National Fire Code.
- D. Nothing in these drawings and specifications is to be construed to permit work in violation thereof. Ordinances, regulations and codes are to be construed as minimum requirements.
- E. The responsibility of the Engineer to conduct construction reviews of the Contractor's performance is not intended to include the adequacy of the Contractor's safety measures in, on, or near the construction site.
- F. Ventilating, refrigeration and electrical equipment and appliances are required to be approved by the Underwriters' Laboratories, Inc., or other nationally recognized testing agency and installed per the testing agency's specifications.

1.7 PERMITS, FEES AND INSPECTIONS

- A. Obtain and pay for all necessary permits, fees, assessments, complimentary drawings, required by any legally constituted public authorities having jurisdiction.

1.8 DRAWINGS AND SPECIFICATIONS

- A. The Engineer's decision will be final on interpretation of the Drawings and Specifications.
- B. The Drawings and Specifications are complimentary. Any work called for on the Drawings and not mentioned in the Specifications, or vice versa, shall be performed as though fully set forth in both.
- C. Piping, ductwork and other equipment shown as existing has been taken from the Engineer's drawings. Contractor shall verify exact location in field before proceeding with the work.
- D. Where codes, standards, drawings or specifications conflict, the most stringent shall prevail, unless prior approval for variance is obtained. Specific details on the drawings shall supercede the specification in the event of a conflict.

- E. Alternate support or seismic detail shall have prior approval by the Engineer; and the Contractor shall obtain agency approval without any additional cost or time to the contract and without any time penalty on the work schedule.

## 1.9 SUBMITTALS

- A. Before starting work, the Contractor shall furnish for the approval of the Engineer, Shop Drawings and Submittals with Itemized Equipment Lists, complete in all details that they propose to install. All items shall be submitted at the same time.
- B. Submittals must be specific to this project with respect to model number, capacities, performance, etc., generic submittals will not be accepted.
- C. Variations or deviations on submitted items from that specified must be clearly tagged and/or identified
- D. Submittals shall include, but not necessarily be limited to the following which are mandatory:
  - 1. Draw Equipment Layouts to 1/4" scale, including equipment, piping accessories, and showing clearances for operating and servicing.
  - 2. Schedule of pipe, fittings, valves, with manufacturer and catalog number.
  - 3. Specialties, valves, gauges and thermometers of all types.
  - 4. Foundations, supports, hangers, inserts.
  - 5. Earthquake supports and calculations.
  - 6. Expansion loops, expansion joints, guides, and anchors.
  - 7. Insulation.
  - 8. Ventilation and air conditioning equipment, specialties and the air control systems.
  - 9. Fans, fan characteristic curves, fan tests.
  - 10. Dampers, louvers, grilles, registers, diffusers.
  - 11. Shop fabrication drawings and installation drawings of ductwork and piping layouts. Submit for approval prior to fabrication. Drawings shall indicate dimensions from bottom of piping and ductwork to finish floor level.
  - 12. Wiring diagrams, control panel board, motor starters and controls for electrically operated equipment furnished by mechanical trades.
  - 13. Automatic control system diagrams.
  - 14. Underground and above ground tanks, accessories.
  - 15. Exhaust, supply and return fans.
  - 16. Access panels.
  - 17. Hangers, inserts, supports, anchors.
  - 18. Pipe, fittings and specialties.
  - 19. Pipe isolators.
  - 20. Sleeves, escutcheons, caulking, waterproofing, fireproofing.
  - 21. Expansion joints, guides and anchors.
  - 22. Shop fabrications drawings and calculations.



23. Special and miscellaneous products furnished under this Section and not listed herein.

#### 1.10 RECORD DRAWINGS AND MANUALS

- A. Record Set During the Work: At site, maintain at least one set of Drawings as a Field Record Set. Also maintain at least one copy of all Addenda, Modifications, approved submittals, correspondence, and transmittals at site. Keep Drawings and data in good order and readily available to Engineer and Engineer.
- B. Changes: Clearly and correctly mark Record Drawings to show changes made during the construction process at the time the changed work is installed. No such changes shall be made in the work unless authorized by the Engineer.
- C. Final Record Drawings: Conform to General Provision requirements.
- D. Preparation of Final Record Drawings: Contractor shall transfer recorded changes in the work indicated on the Field Record Set to the record set. Changes shall be neatly and clearly drawn and noted by skilled draftsmen, and shown technically correct.
- E. Approval: Prior to Engineer's inspection for Substantial Completion, submit the Final Record Drawings to the Engineer for review, and make such revisions as may be necessary for Final Record Drawings to be a true, complete, and accurate record of the work.
- F. Manuals: Obtain data from the various manufacturers and submit instruction, operation, and maintenance manuals as required and to the extent required under other Sections.
- G. Contents: Each manual shall have an index listing the contents. Information in the manuals shall include not less than:
  1. General introductions and overall equipment description, purpose, functions and simplified theory of operation.
  2. Specifications.
  3. Installation instructions, procedures, sequences, and precautions, including tolerances for level, horizontal and vertical alignment.
  4. Grouting requirements.
  5. List showing lubricants for each item of mechanical equipment and recommended lubrication intervals.
  6. Start-up and beginning operation procedures.
  7. Operational procedures.
  8. Shutdown procedures.
  9. Maintenance and calibration procedures.
  10. Parts lists.
  11. Name, address and telephone number of each manufacturer's local representative.

- H. Manual Submittals: Unless otherwise specified, each submittal shall include two copies of each manual, one of which will be returned to the Contractor, marked to show the required review. When approved, deliver four copies to Engineer unless otherwise specified.
- I. "As-Built" drawings of ductwork and piping, including all elbows, transitions, damper and valve locations shall be provided prior to commencement of air and water balance.

#### 1.11 QUALITY OF EQUIPMENT, MATERIALS AND WORKMANSHIP

- A. Unless otherwise specified, equipment and materials used in the installation shall be new and in perfect condition when installed. Articles provided for the same general purpose or use shall be of the same make. Workmanship shall be of the best quality and none but competent mechanics skilled in their trades shall be employed. Furnish the services of an experienced superintendent, who shall be constantly in charge of the work, together with all necessary journeymen, helpers and laborers required.

#### 1.12 SEISMIC DESIGN

- A. Contractor shall be responsible for anchors and connections of mechanical work to the building structure including calculations for approval by structural engineer or for approval by inspector of record, as applies, for items or work, where approval is deferred or where alternate support or anchorage detail is proposed to prevent damage as a result of an earthquake, including manufactured equipment, the connection and integrity of shop fabricated and field fabricated materials and equipment. The anchorage of all pipes, ducts, conduits, fixtures, equipment, etc. shall withstand the lateral forces and shall accommodate calculated building displacement as required by the California Building Code, and local city/county codes. (Building equipment and connections therefore shall be designed to resist lateral seismic forces equal to 1.0 of equipment weight to working allowable stress. Cantilever posts supporting equipment shall be designed to resist lateral seismic forces equal to 0.5 of equipment weight to allowable working stress. Conform to the following:
  - 1. In accordance with Title 24, 2010 CBC Chapter 16, details shall be provided for the seismic anchorage of all mechanical and electrical equipment, anchorage details shall be based upon appropriate design calculations.
  - 2. For equipment weighing 400 pounds or more anchorage details and appropriate design calculations shall be submitted as part of the mechanical and electrical drawings. "Deferred Approval" items will not be permitted unless specifically approved by the plan check supervisor.
    - a. Exception: Attachments of equipment weighting less than 400 pounds and supported directly on the floor or roof structure, furniture, or temporary or movable equipment and equipment weighing less than 20 pounds that is supported by vibration isolation devices suspended from the roof, wall or floor, need not be detailed on the plans provided the following notes are included on the mechanical and electrical plans.

3. The seismic anchorage of mechanical and electrical equipment shall conform to C.C.R. Title 24, 2010 CBC Chapter 16. Anchorage details for roof/floor-mounted equipment shall be shown on plans.

#### 1.13 SUBSTITUTIONS AND CHANGES

- A. The design has been based on data from certain manufacturers, suitable for each application. Recommendations for alternative manufacturers are made for each product, except when "no substitutions permitted" is indicated.
- B. It is the intent of the Engineer to have this project constructed with materials, products and system originally designed and specified into the project.
- C. Alternatives that may require the modification, realignment and/or adjustment of other associated components, including impact on other trades, shall be accomplished at no additional cost or time to the contract and shall have the approval of the Engineer.
- D. Substitutions shall be submitted addressing all features listed in the specifications. Features that deviate from the plans and specifications shall be clearly identified including justification for deviations. Design West Engineers will review initial submittal on substitutes only. Subsequent submittals made to correct deficiencies in original submittals will be reviewed at Contractor's expense based on Design West Engineer's hourly rate for engineering services.
- E. Should the Contractor elect to propose substitutions for the Engineer's interest, the substitutions shall be in compliance with Contract Documents, including General, Special Provisions, Detailed and Technical Specification.

#### 1.14 APPROVALS

- A. The Engineer will have the right to accept or reject equipment, materials, workmanship, tests and determine when the Contractor has complied with the requirements herein specified.

#### 1.15 SELECTION AND ORDERING OF EQUIPMENT AND MATERIALS

- A. Immediately after award of the Contract and after the approval of submittals by the Engineer, the Contractor shall arrange for the purchase and delivery of equipment and materials required, in ample quantities and at the proper time. He shall deliver to the Engineer a complete list of equipment and materials ordered, giving descriptions, plate numbers, brochures, name of the wholesalers, date of the orders and approximate delivery dates.

## 1.16 LOCATIONS AND ACCESSIBILITY

- A. Drawings show pipe and ductwork diagrammatically. Conform to Drawings as closely as possible in layout work. Vary run of piping, run and shape of ductwork and make offsets during progress of work as required to meet structural and other interferences as approved by Engineer. Install piping and ductwork to best suit field conditions after coordinating with other trades. Run exposed piping and ductwork parallel to, or at right angle to, building walls. Keep horizontal lines as close to bottom of structures as possible. Conform to ceiling heights established on Drawings.
- B. Install equipment in such a manner as to be readily accessible for maintenance and repairs. Install piping, ducts and conduit in such a manner as to preserve headroom, avoid obstructions and keep openings and passageways clear.
- C. Installation at valves, thermometers, gauges, cleanouts, dampers, controls, steam and water specialties, duct access doors or any other indicating equipment or specialties requiring reading, adjustment, inspection, maintenance shall be conveniently and accessible located with reference to the finished building.
- D. Where wall and ceiling access doors are required but not shown, such doors shall be furnished under other Sections and as directed by the Engineer. Coordinate this requirement with appropriate trade.
- E. If changes in the indicated locations or arrangements are required, they shall be made without additional charges.
- F. In an existing area, where required, remove, reinstall, reconnect or replace, etc., any existing work to accommodate new work without any additional cost to the Engineer. Material shall match existing, unless otherwise specified or approved in writing by the Engineer.
- G. Provide sheaves and belts if required, to Test, Adjust and Balance Agency, to allow air moving equipment to meet flow requirements specified at no additional cost to the Engineer.

## 1.17 COORDINATION OF TRADES

- A. Contractor shall coordinate all trades in the interest of obtaining the most practical overall arrangement of equipment, piping, conduit, and ducts and to maintain maximum headroom and accessibility.
- B. No extras will be allowed for changes made necessary by interference between trades.
- C. Submit Composite Drawings in accordance with Special Conditions. Include dimensioned plans, elevations, Sections and details and give complete information particularly as to the kinds and types of materials and equipment, size and location of sleeves, in-

serts, attachments, chases, openings, conduits, ducts, boxes, lighting, structural interferences. Coordinate these Composite Drawings and field layouts in the field for proper relationship to work of applicable trades based on field conditions. Contractor shall have competent personnel readily available for coordinating, checking, and supervision of field layouts. The procedures for submittals and resubmittals, and final distribution shall be as specified in Contract Documents, including General, Special Provisions, Detailed and Technical Specification. Do not start installation of work involved under Composite Drawings until the Engineer reviews applicable submittal. Discrepancies between the Drawings and Composite Drawings shall be specifically noted and identified on the Composite Drawings. Drawings for the various trades involved shall be submitted as required and reviewed prior to preparation of Composite Drawings.

1. Equipment Foundations and Bases: Furnish certified details and drawings for approval before fabrication. Furnish parts necessary for each foundation sub base and support.
2. Pipe Sleeves and Inserts: Furnish and install pipe sleeves and pipe support inserts before concrete is poured.
3. Roof, Wall and Floor Openings: Furnish Shop Drawings showing exact locations and sizes of openings through roofs, walls and floors.
4. Concrete: Conform to Concrete Section of the Specifications.

#### 1.18 GUARANTEES

- A. Contractor shall guarantee workmanship, equipment and materials installed under his contract for a period of not less than one (1) year from the date of Substantial Completion. Should any defects occur during this period, the Contractor shall promptly repair or replace the defective item and any other damage caused to the building free of charge to the Engineer, including cost of labor and materials.
- B. Guarantee included in this Section to cover:
  1. Faulty or inadequate design of equipment or material installed
  2. Improper assembly or erection
  3. Defective workmanship or material
  4. Incorrect or inadequate operation or other failure
- C. He shall guarantee the complete and perfect operation of the entire system and that equipment will be supported in such a way as to be free of objectionable vibration and noise
- D. Furnish the parts and labor to replace any items found to be defective in the refrigeration equipment with the guarantee period
- E. In addition to other guarantees, furnish free maintenance for the refrigeration equipment, including replacement of refrigerant and oil, for a period of one (1) year. This shall include regular monthly maintenance and "On Call" service if required.

- F. For equipment bearing a manufacturer's warranty in excess of one year, furnish a copy of the warranty to the Engineer, who shall be named as beneficiary.

#### 1.19 PROTECTION OF EQUIPMENT AND MATERIALS

- A. Provide adequate storage facilities for equipment and materials on the site and shall make provisions to protect such materials and equipment from damage.

#### 1.20 CLOSING-IN OF UNINSPECTED WORK

- A. Contractor shall not allow or cause any of the work, specifically ductwork and piping, to be covered up or enclosed until it has been inspected, tested, and approved by the Engineer. Should any of work be covered up or enclosed before such inspection and test, he shall at his own expense, uncover the work and after it has been inspected, tested, and approved, make repairs with such materials as may be necessary to restore work to its original and proper condition.

#### 1.21 BUILDING FOOTING CLEARANCES

- A. Under no circumstances shall pipes, ducts, or conduits penetrate footings. They shall cross below footings or through sleeves above footings. Those running parallel to footings shall have the minimum clearance from the cone of influence indicated on the Drawings or as required by Code.

#### 1.22 DAMAGE BY LEAKS

- A. Contractor shall be responsible for all damage to any part of the premises caused by rain leaks through or around ducts or pipes, leaks or breaks in piping, equipment or fixtures furnished or installed by him for a period of one (1) year from the date of Substantial Completion.

#### 1.23 EQUIPMENT LABELS

- A. Equipment provided under this Section shall be provided with the manufacturer's metal identification labels attached to each individual piece of equipment showing complete performance characteristics, size, model and serial number.

#### 1.24 PRELIMINARY OPERATION

- A. Should the Engineer request that any portion of the plant, apparatus, or equipment be operated for the Engineer's beneficial use prior to the final completion and acceptance of the work, the Contractor shall conform to Beneficial Occupancy Provisions of the General Conditions. Such operation shall be under the supervision and direction of the Contractor. Such preliminary operation shall not be construed as an acceptance of any of the work.

## 1.25 MAINTAINING EXISTING SERVICES

- A. The premises and existing building at the site will be in use at the time the work of this Section is in progress. Contractor shall conduct his work so as to cause no inconvenience or danger to the personnel on the premises.
- B. He shall maintain continuity of service to the existing mechanical systems, except for designated intervals during which connections can be made. The scheduling of the shutdown period shall be at a time directed by the Engineer.
- C. In some instances, it may be necessary to defer work in certain areas and locations until such time as existing facilities can be relocated or rearranged by the Engineer. Therefore, whenever it becomes necessary for the Contractor to perform work under this contract in areas in which the Engineer's work is being performed. This contractor shall advise the Engineer relative to this requirement and shall follow closely the directive issued by the Engineer insofar as time and procedure are concerned. Allow Engineer 72 hours prior notice.
- D. This contractor shall include in his bid all premium time to which he may be subjected for performing work in such procedure and at such time as may be necessary to cause the least interference with the function of the Engineer.

## 1.26 ELECTRICAL WORK

- A. Coordinate with Division 26 in making the line and low voltage electrical connections and be responsible for the operation of the equipment furnished under this Section.
- B. Voltage for electrical work will be included in Division 26. However, any control wiring which is required that is not shown on the control diagram shall be as described under this Section. In the event that the Contractor chooses to provide equipment that requires extra expense in the power or control wiring, he shall pay additional electrical costs.
- C. Safety switches, starters, circuit breakers, unless provided as a portion of package equipment, and the electrical connections of mechanical equipment to the electrical power service shall be provided under Division 26.
- D. Interconnecting wiring, safety switches, relays, controllers and motor starters which are integral components of packaged equipment shall be provided as an integral part of that equipment.
- E. All interconnecting power wiring and conduits shall be provided by Division 26.
- F. Control wiring shall be provided by Division 23, unless otherwise indicated on the drawings.

SECTION 23 05 29

HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract Documents, including General, Special Provisions, Detailed and Technical Specifications, apply to this Section.

1.2 SUMMARY

- A. Section Includes:

1. Metal pipe hangers and supports.
2. Trapeze pipe hangers.
3. Fiberglass pipe hangers.
4. Metal framing systems.
5. Fiberglass strut systems.
6. Thermal-hanger shield inserts.
7. Fastener systems.
8. Pipe stands.
9. Equipment supports.

1.3 DEFINITIONS

- A. MSS: Manufacturers Standardization Society of The Valve and Fittings Industry Inc.

1.4 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Design trapeze pipe hangers and equipment supports, including comprehensive engineering analysis by a qualified professional engineer, using performance requirements and design criteria indicated.
- B. Structural Performance: Hangers and supports for HVAC piping and equipment shall withstand the effects of gravity loads and stresses within limits and under conditions indicated according to ASCE/SEI 7.
  1. Design supports for multiple pipes, including pipe stands, capable of supporting combined weight of supported systems, system contents, and test water.
  2. Design equipment supports capable of supporting combined operating weight of supported equipment and connected systems and components.
  3. Design seismic-restraint hangers and supports for piping and equipment.



## 1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: Show fabrication and installation details and include calculations for the following; include Product Data for components:
  - 1. Trapeze pipe hangers.
  - 2. Metal framing systems.
  - 3. Fiberglass strut systems.
  - 4. Pipe stands.
  - 5. Equipment supports.
- C. Delegated-Design Submittal: For trapeze hangers indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.
  - 1. Detail fabrication and assembly of trapeze hangers.
  - 2. Design Calculations: Calculate requirements for designing trapeze hangers.

## 1.6 INFORMATIONAL SUBMITTALS

- A. Welding certificates.

## 1.7 QUALITY ASSURANCE

- A. Structural Steel Welding Qualifications: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."
- B. Pipe Welding Qualifications: Qualify procedures and operators according to ASME Boiler and Pressure Vessel Code.

## PART 2 – PRODUCTS

### 2.1 METAL PIPE HANGERS AND SUPPORTS

- A. Carbon-Steel Pipe Hangers and Supports:
  - 1. Description: MSS SP-58, Types 1 through 58, factory-fabricated components.
  - 2. Galvanized Metallic Coatings: Pregalvanized or hot dipped.
  - 3. Nonmetallic Coatings: Plastic coating, jacket, or liner.
  - 4. Padded Hangers: Hanger with fiberglass or other pipe insulation pad or cushion to support bearing surface of piping.
  - 5. Hanger Rods: Continuous-thread rod, nuts, and washer made of carbon steel.