

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

635



FROM: Economic Development Agency

SUBMITTAL DATE:

March 6, 2014

SUBJECT: Riverside County Innovation Center Tenant Improvement Project – Approval of Plans and Specifications, Addendums 1 and 2, Construction Agreement and Project Budget, District 2, [\$2,546,569], CORAL Bond Funds

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify approval of the plans, specifications, and Addendums 1 and 2 for the construction of the Riverside County Innovation Center Tenant Improvement Project;
2. Grant the low bidder, JB & Son Construction, relief from its bid without penalty due to a clerical error;
3. Waive any minor irregularities in the bid and award the construction agreement between the County of Riverside and Marjani Builders of Mission Viejo, California, in the amount of \$532,000 and authorize the Chairman of the Board to execute the agreement on behalf of the county;

FISCAL PROCEDURES APPROVED
RAUL ANGULO, CPA, AUDITOR-CONTROLLER

BY: [Signature] 3/5/14

[Signature]

Robert Field
Assistant County Executive Officer/EDA

| FINANCIAL DATA | Current Fiscal Year | Next Fiscal Year | Total Cost | Original Cost | Net County Cost |
|-----------------|---------------------|------------------|--------------|---------------|-----------------|
| COST | \$ 600,000 | \$ 1,946,569 | \$ 2,546,569 | \$ 0 | \$ 0 |
| NET COUNTY COST | \$ 0 | \$ 0 | \$ 0 | \$ 0 | \$ 0 |

Consent Policy

SOURCE OF FUNDS: CORAL Bond Funds
Budget Adjustment: No
For Fiscal Year: 2013/14

C.E.O. RECOMMENDATION:
APPROVE
Reviewed by [Signature] 3/11/2014
BY: [Signature]
Imelda Delos Santos
County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Stone, Benoit and Ashley
Nays: None
Absent: Tavaglione
Date: March 18, 2014
xc: EDA

Kecia Harper-Ihem
Clerk of the Board
BY: [Signature]
Deputy

Prev. Agn. Ref.: 3-7 of 5/14/13; 3-49 of 7/02/13 District: 2/2 Agenda Number: 3-5

FORM APPROVED COUNTY COUNSEL
BY: [Signature] 3/25/14 DATE
MARSHAL VICTOR
Departmental Concurrence

By: [Signature] 10 Feb 14
Kevin Crawford, Chief Information Officer
Riverside County Information Technology

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

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

Economic Development Agency

FORM 11: Riverside County Innovation Center Tenant Improvement Project – Approval of Plans and Specifications, Addendums 1 and 2, Construction Agreement and Project Budget, District 2, [\$2,546,569], CORAL Bond Funds

DATE: March 6, 2014

Page 2 of 3

RECOMMENDED MOTION: (Continued)

4. Authorize the Assistant County Executive Officer/EDA to administer the agreement in accordance with applicable Board policies;
5. Approve the total project budget of \$2,546,569; and
6. Delegate project management authority for this project to the Assistant County Executive Officer/EDA in accordance with applicable Board policies.

BACKGROUND:

Summary

On July 2, 2013, the Board of Supervisors approved the agreement for the purchase and sale of real property, located at 3450 14th Street and 3478 14th Street, Riverside, California. The property previously known as the Press-Enterprise Building was constructed in 2007 and will serve to consolidate and house Riverside County Information Technology's collective staff.

The planned tenant improvements consist of the creation of a conference center, additional training rooms, electrical modifications needed to coordinate with the new furnishings to be installed, and various other code related corrections needed to get plan approval from the building official.

Price Reasonableness

County Purchasing (Purchasing) advertised for the public works project beginning December 24, 2013. On January 7, 2014, 15 contractors attended the mandatory job walk; vendors were invited to access the bid documents online. The bid closed on January 30, 2014 with Purchasing receiving five bids.

On February 3, 2014, the County of Riverside received an electronic mail correspondence from JB & Son Construction stating a miscalculation was committed in their bid proposal. The Economic Development Agency (EDA) project staff and County Counsel have reviewed documents from JB & Son Construction to withdraw their bid and determined they provided sufficient information per the Public Contract Code. EDA asks that the Board of Supervisors relieve JB & Son Construction from their bid proposal, pursuant to Public Contract Code Section 5100 et seq., waive any minor irregularities in the bid from Marjani Builders, and award the bid to Marjani Builders in the amount of \$532,000.

Re-bidding the project would cause delays in fully occupying the building. Purchasing concurs with this request to award the bid to Marjani Builders.

Impact on Residents and Businesses

(Commences on Page 3)

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

Economic Development Agency

FORM 11: Riverside County Innovation Center Tenant Improvement Project – Approval of Plans and Specifications, Addendums 1 and 2, Construction Agreement and Project Budget, District 2, [\$2,546,569], CORAL Bond Funds

DATE: March 6, 2014

Page 3 of 3

Impact on Residents and Businesses

Residents and business will experience more efficient and effective Riverside County Information Technology services.

Additional Fiscal Information

The approximate allocation of the project budget is as follows:

| PROJECT BUDGET LINE ITEMS | BUDGET |
|------------------------------------------------------------------------------|---------------------|
| Design | 182,595 |
| Project Management / Advertisement / Prints / Inspections / Permit / Opening | 189,620 |
| Tenant Improvement Construction Contract | 532,000 |
| Generator Construction Contract | 624,000 |
| Fire Alarm Upgrades Construction Contract | 600,000 |
| Specialty Inspection and Testing | 25,000 |
| Facility Start-Up Costs | 243,354 |
| Contingency | 150,000 |
| TOTAL PROJECT BUDGET | \$ 2,546,569 |

Expenditures for FY 2013/14 are estimated at \$600,000; expenditures for FY 2014/15 are estimated at \$1,946,569. All costs associated with this project will be funded by CORAL Bond Funds, thus no net county costs will be incurred and no budget adjustment is required at this time.

Attachments:

Specifications
Construction Agreement with Marjani Builders

635

**COUNTY OF RIVERSIDE PURCHASING AND FLEET SERVICES
PUBLIC WORKS (for projects Over \$25,000)**

Bid Submission Address:
Purchasing and Fleet Services
2980 Washington Street
Riverside, CA 92504-4647
Telephone: (951) 955-4937
Return bid to address above:

Request for Quotation # FMARC-202

Bid Issue Date: December 24, 2013
Job Walk Date: January 7, 2014 at 9:00am
Bid Closing Date: January 16, 2014
on or before 1:30 P.M. Pacific Time

AGREEMENT FORM

Page 1 of 2

THIS AGREEMENT, entered into this 24th day of February, 2014, by and between MARJANI BUILDERS, hereinafter called the "Contractor," and the County of Riverside, hereinafter called "County."

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

CONTRACT: The complete contract includes all of the Contract documents, to wit: The Notice Inviting Bids, Instructions to Bidders, Contractor's Quote, Wage Schedule according to the State of California, Payment and Performance Bonds, Plans and Specifications plus any Addenda thereto, General Conditions, including all terms and conditions to the Agreement. All Contract documents are intended to cooperate and become complimentary so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all Contract Documents.

STATEMENT OF WORK: The Contractor hereby agrees to furnish all tools, equipment, services, apparatus, facilities, transportation, labor, and materials necessary to general construction required to construct the Riverside County Innovation Center (RCIC). Tenant Improvements, hereinafter called the "County", including addenda thereto as listed in the Contractor's Quote, all of which are made part hereof.

TIME FOR COMPLETION: The work shall be commenced on a date to be specified in a written order of the Architect and shall be completed within 90 calendar days from and after said date, and pay as fixed and liquidated damages, and not as penalty, a dollar sum in the amount of \$0.00 per calendar day in delaying the delivery and completion of the project. It is expressly agreed that except for extensions of time duly granted in the manner and for the reasons specified in the General Conditions, time shall be of the essence.

COMPENSATION TO BE PAID TO CONTRACTOR: The County agrees to pay and the Contractor agrees to accept in full consideration for the performance of the Contract, subject to additions and deductions as provided in the General Conditions, the sum of Five Hundred Thirty Two Thousand Dollars \$(532,000.00) being the total of the base bid plus the following alternatives:

Addendum No's 1 & 2

The sum is to be paid according to the schedule as provided in the General Conditions.

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

IN WITNESS WHEREOF, the parties hereto on the day and year first above written have executed this agreement.

**COUNTY OF RIVERSIDE PURCHASING AND FLEET SERVICES
PUBLIC WORKS (for projects Over \$25,000)**

Bid Submission Address:
Purchasing and Fleet Services
2980 Washington Street
Riverside, CA 92504-4647
Telephone: (951) 955-4937
Return bid to address above:

Request for Quotation # FMARC-202

Bid Issue Date: December 24, 2013
Job Walk Date: January 7, 2014 at 9:00am
Bid Closing Date: January 16, 2014
on or before 1:30 P.M. Pacific Time

AGREEMENT FORM

Page 2 of 2

Type of Contractor's organization: Individual

If other than individual or Corporation, list names of all members who have authority to bind firm:

| | | | |
|-------------------|--|--|--|
| Alexander Marjani | | | |
|-------------------|--|--|--|

IF OTHER THAN CORPORATION EXECUTE HERE:

| | |
|--------------------------|---------------------------------------------|
| Firm Name: | Marjani Builders |
| Address: | 26091 Ravenna Road, Mission Viejo, CA 92692 |
| Contractor's License No. | 967128 |
| Signature: | <i>Alexander J. Marjani</i> |
| Title: | Vice President |

IF CORPORATION, FILL OUT THE FOLLOWING AND EXECUTE:

| | |
|------------------------------------------------------|--|
| Name of President of Corporation: | |
| Name of Secretary of Corporation: | |
| Corporation organized under the laws of the State of | |
| Firm Name: | |
| Address: | |
| Contractor's License No. | |
| Signature: | |
| Title: | |

DO NOT COMPLETE BELOW THIS LINE

Attest:

Kecia Harper-Ihem
Kecia Harper-Ihem, Deputy
Clerk of the Board

Jeff Stone
Jeff Stone, Chairman
Board of Supervisors

FORM APPROVED COUNTY COUNSEL
BY: *W. K. Victor*
MARSHAL VICTOR
DATE: *1/16/14*

**COUNTY OF RIVERSIDE PURCHASING AND FLEET SERVICES
 PUBLIC WORKS (for projects Over \$25,000)**

Bid Submission Address:
 Purchasing and Fleet Services
 2930 Washington Street
 Riverside CA 92504-4647
 Telephone: (951) 955-4937
 Return bid to address above

Request for Quotation # FMARC-202

Bid Issue Date: December 24, 2013
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 on or before 1:30 P.M. Pacific Time

PERFORMANCE BOND

Page 1 of 1

NORTH AMERICAN SPECIALTY
 INSURANCE COMPANY

The makers of this Bond MARJANI BUILDERS as Principal and NORTH AMERICAN SPECIALTY INSURANCE COMPANY as Surety, are held and firmly bound unto County of Riverside, hereinafter called the County, in the sum of FIVE HUNDRED THIRTY TWO THOUSAND AND NO/100 Dollars \$ (532,000.00) for the payment of which sum well and truly to be made,

we bind ourselves, our heirs, executors, administrator, and successors, jointly and severally, firm by these presents. The condition of this obligation is such that whereas the Principal entered into a certain contract, hereto attached, with the County, dated: RIVERSIDE COUNTY INNOVATION CENTER for: (RCIC), TENANT IMPROVEMENT Now therefore, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term of said Contract and any extension thereof that may be granted by the County, with or without notice to the Surety, and during the life of any guarantee required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said Contract that may thereafter be made, then this obligation to be void, otherwise to remain in full force and virtue. Without notice, Surety consents to extension of time for performance, change in requirements, change in compensation or prepayment under said Contract.

Signed and Sealed this 7TH Day of FEBRUARY 2014

| | |
|-----------------------------------------------------------------------------|--------------------------------|
| MARJANI BUILDERS (Firm Name - Principal) | |
| 26091 RAVENNA ROAD, MISSION VIEJO, CA 92692 (Business Address) | Affix Seal # Corporation |
| <i>Alexander A. Marjani</i> (Signature - Attach Notary's Acknowledgment) | |
| By <i>Alexander A. Marjani</i> U.P. (Title) | |

| | |
|-----------------------------------------------------------------------------|----------------------------|
| NORTH AMERICAN SPECIALTY INSURANCE COMPANY (Corporation Name - Surety) | |
| 6 HUTTON CENTRE DRIVE, SUITE 850, SANTA ANA, CA 92707 (Business Address) | Affix Corporate Seal |
| By <i>Mark D. Iatarola</i> (Original Signature) | |
| ATTORNEY-IN-FACT, MARK D. IATAROLA (Title - Attach Power of Attorney) | |

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of SAN DIEGO }

On 02/07/2014 before me, GLEND A. J. GARDNER, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer

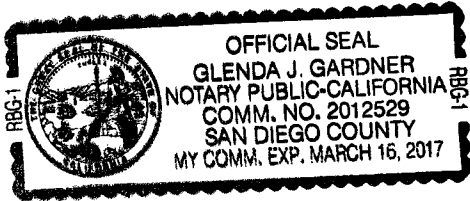
personally appeared MARK D. IATAROLA
Name(s) of Signer(s)

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 *Glenda J. Gardner*
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

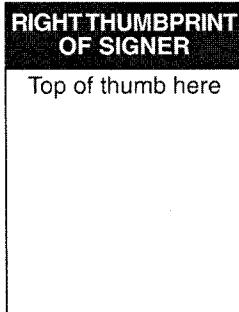
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: MARK D. IATAROLA

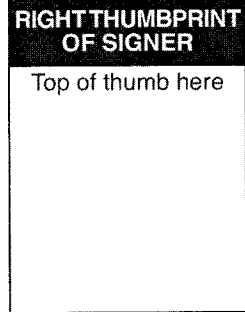
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing:

Signer's Name: _____

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



Signer Is Representing:

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

JOHN G. MALONEY, HELEN MALONEY, MICHELLE M. BASUIL,

GLEND A. J. GARDNER, MARK D. IATAROLA and DEBORAH D. DAVIS

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company 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 or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature] Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company



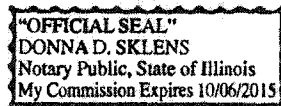
By [Signature] David M. Layman, Vice President of Washington International Insurance Company & Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 10th day of December, 2012.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 10th day of December, 2012, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman, Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature] Donna D. Sklens, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 7TH day of FEBRUARY, 2014.

[Signature] Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State Of California
County Of Orange

On Feb. 12, 2014 before me, Kathy Vandersommen, a Notary Public, personally appeared

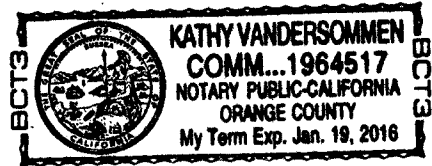
Alexander A. Marjani

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.

Kathy Vandersommen



(Optional)

Title/Type of the document: Performance Bond

Document Date: _____

Number of Pages _____

Signer(s) other than named above _____

Signer's Capacity: _____

**COUNTY OF RIVERSIDE PURCHASING AND FLEET SERVICES
 PUBLIC WORKS (for projects Over \$25,000)**

Bid Submission Address:
 Purchasing and Fleet Services
 2980 Washington Street
 Riverside, CA 92504-4647
 Telephone (951) 955-4937
 Return bid to address above:

Request for Quotation # FMARC-202

 Bid Issue Date: December 24, 2013
 Job Walk Date: January 7, 2014 at 9:00am
 Bid Closing Date: January 16, 2014
 on or before 1:30 P.M. Pacific Time

PAYMENT BOND

Page 1 of 1

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

The makers of this Bond are MARJANI BUILDERS, as principal and Original Contractor and NORTH AMERICAN SPECIALTY INSURANCE 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 County of Riverside, a public entity, as County, for \$ 532,000.00, the total amount payable.

THE AMOUNT OF THIS BOND IS FOR 100% OF SAID SUM Said Contract is for public work generally consisting of the Riverside County Innovation Center (RCIC) Tenant Improvements.

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

Signed and Sealed this 26TH Day of FEBRUARY, 2014

| | | |
|--------------------------------------------------------------------------------|--|---------------------------------|
| MARJANI BUILDERS (Firm Name - Principal) | | Affix Seal if Corporation |
| 26091 RAVENNA ROAD, MISSION VIEJO, CA 92692 (Business Address) | | |
| BY: <i>Alexander J. Marjan</i> (Signature - Attach Notary's Acknowledgment) | | |
| By: <u>V.P.</u> (Title) | | |

| | | |
|-----------------------------------------------------------------------------|--|----------------------------|
| NORTH AMERICAN SPECIALTY INSURANCE COMPANY (Corporation Name - Surety) | | Affix Corporate Seal |
| 6 HUTTON CENTRE DRIVE, SUITE 850, SANTA ANA, CA 92707 (Business Address) | | |
| By: <i>Michelle M. Basuil</i> (Original Signature) | | |
| ATTORNEY-IN-FACT, MICHELLE M. BASUIL (Title - Attach Power of Attorney) | | |

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of SAN DIEGO }

On 02/26/2014 before me, GLENDA J. GARDNER, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

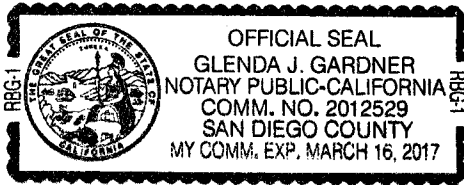
personally appeared MICHELLE M. BASUIL
Name(s) of Signer(s)

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 Glenda J Gardner
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: PAYMENT BOND

Document Date: 02/26/2014 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: MICHELLE M. BASUIL

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

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing:

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing:

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

JOHN G. MALONEY, HELEN MALONEY, MICHELLE M. BASUIL,
GLENDA J. GARDNER, MARK D. IATAROLA and DEBORAH D. DAVIS

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company 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 or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



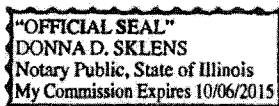
By [Signature]
David M. Layman, Vice President of Washington International Insurance Company
& Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 10th day of December, 2012.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 10th day of December, 2012, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman, Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]
Donna D. Sklens, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 26th day of FEBRUARY, 2014.

[Signature]
Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State Of California
County Of Orange

On February 27, 2014 before me, Moe Manor, a Notary Public, personally appeared

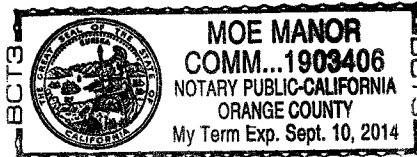
Alexander A. Marjani

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.

Moe Manor



(Optional)

Title/Type of the document: Payment Bond

Document Date: 2/27/14

Number of Pages _____

Signer(s) other than named above _____

Signer's Capacity: _____



Automobile Club of Southern California

MAILING ADDRESS: P.O. BOX 25001, SANTA ANA, CALIFORNIA 92799-5001

BINDER OF INSURANCE

Policy No CAA 067374698

Name and Address of Lienholder or Additional Insured

COUNTY OF RIVERSIDE
2980 WASHINGTON ST
RIVERSIDE CA 92504

NOTICE TO LIENHOLDER

IN THE EVENT OF CANCELLATION OF THIS BINDER, THE EXCHANGE WILL GIVE THE LIENHOLDER 10 DAYS WRITTEN NOTICE OF CANCELLATION

Loan Number:

Policy Effective Dates: 05/07/2013 TO 05/07/2014

The Interinsurance Exchange of the Automobile Club of Southern California hereby acknowledges itself bound to the named insured for the coverages specified in the schedule subject to all the provisions of the Exchange's applicable policy form. The issuance of a policy to the named insured or, if a policy is in force, the issuance of an endorsement covering the automobile, boat or trailer described herein shall void this binder. A pro rata premium charge computed for the term of coverage in accordance with the current rates of the Exchange in effect at the inception of the binder will be made unless such a policy or policy endorsement is issued. This binder shall not be construed to afford cumulative insurance with any existing policy.

Name of Insured: PIROUZGAR, ALEXANDER

DESCRIPTION OF AUTOMOBILE, BOAT, OR TRAILER

| | Year | Trade Name | Type of Body or Boat | Identification Number |
|---|------|------------|----------------------|-----------------------|
| 1 | 2012 | LAND ROVER | 2 DOOR | SALVR1BG9CH605564 |
| | | | | |

| AUTOMOBILE INSURANCE | LIMITS OF LIABILITY | | "X" indicates Coverage bound and afforded | |
|-------------------------------------------------------|-----------------------------------------------------------|--------------------|-------------------------------------------|-------|
| | | | Car # | Car # |
| Bodily Injury Liability | 1 million dollars, each person | | X | |
| Property Damage | 1 million dollars, each occurrence | | x | |
| Excess Medical Payments | thousand dollars each person | | | |
| Underinsured Motorist/Uninsured Motorist | Not Less Than \$100 each person \$300 per accident | | X | |
| Comprehensive (include. Fire and Theft) | (a) Actual Cash Value less \$ 1000 deductible | | X | |
| | (b) Limit of Liability of Less \$ deductible | | | |
| Fire and Theft only | (a) Actual Cash Value less \$ deductible | | | |
| | (b) Limit of Liability of \$ Less \$ deductible | | | |
| Collision | (a) Actual Cash Value less \$ 1000 deductible | | X | |
| | (b) Limit of Liability of less deductible | | | |
| Uninsured Deductible Waiver YES | | | | |
| V.S. I. (Conversion, Embezzlement, Secretion only) | | | | |
| WATERCRAFT INSURANCE (Boat) | | | "X" indicates Coverage bound and afforded | |
| Bodily Injury Liability and Property Damage Liability | Thousand Dollars, each occurrence | | | |
| Physical Damage | Actual Cash Value not to exceed Limit of Liability: of \$ | less \$ deductible | | |

Effective Date of Binder 02/12/2014 12:01 AM

This binder shall expire 30 days from the effective date or may be canceled by the named insured at any time during such 30 days period. The Exchange may cancel this binder by mailing to the named insured at the address shown above written notice stating when, not less than 19 days thereafter, such cancellation shall be effective. The mailing of such notice shall be sufficient proof of notice.


LINDA MORALES
(Authorized Representative)

ACSC Management Services, Inc.
ATTORNEY-IN-FACT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/18/2014

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 License # 0C36861 Inland Empire-Alliant Insurance Services, Inc. 735 Carnegie Dr Ste 200 San Bernardino, CA 92408 | CONTACT NAME: Debi A Cotton | |
| | PHONE (A/C, No, Ext): (909) 886-9861 | FAX (A/C, No): (909) 886-2013 |
| E-MAIL ADDRESS: DCotton@alliant.com | | |
| INSURED Marjani Builders 26091 Ravenna Road Mission Viejo, CA 92692 | INSURER(S) AFFORDING COVERAGE | |
| | INSURER A : State Compensation Insurance Fund of CA | NAIC # 35076 |
| | INSURER B : | |
| | INSURER C : | |
| | 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 INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------|-------------------------|-------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | | | | | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| | | N/A | X | 90004982012 | 11/10/2013 | 11/10/2014 | |

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

Job: FMARC-202, Riverside County Innovation Center (RCIC), Tenant Improvements. Waiver of subrogation applies as respects to workers compensation per endorsement attached. Replaces and Cancels prior certificate issued 2/14/14.

CERTIFICATE HOLDER**CANCELLATION**

County of Riverside
 Purchasing and Fleet Services
 2980 Washington Street
 Riverside, CA 92504

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



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name of Additional Insured Person(s) or Organization(s) (Additional Insured): | Location(s) of Covered Operations: |
|----------------------------------------------------------------------------------|------------------------------------|
| COUNTY OF RIVERSIDE 2982 WASHINGTON STREET RIVERSIDE, CALIFORNIA 92504 | VARIOUS |

A. **SECTION II – WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:

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

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

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

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

This insurance does not apply to:

Additional Insured Contractual Liability

“Bodily injury” or “property damage” for which the additional insured(s) are obligated to pay damages by reason of the assumption of liability in a contract or agreement.

Finished Operations at Work

“Bodily injury” or “property damage” occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization.

Negligence of Additional Insured

“Bodily injury” or “property damage” arising directly or indirectly out of the negligence of the additional insured(s).

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

**COUNTY OF RIVERSIDE PURCHASING AND FLEET SERVICES
PUBLIC WORKS (for projects Over \$25,000)**

Bid Submission Address:
Purchasing and Fleet Services
2980 Washington Street
Riverside, CA 92504-4647
Telephone: (951) 955-4937
Return bid to address above:

Request for Quotation # FMARC-202

Bid Issue Date: December 24, 2013
Job Walk Date: January 7, 2014 at 9:00am
Bid Closing Date: January 16, 2014
on or before 1:30 P.M. Pacific Time

**PUBLIC WORKS
NOTICE INVITING BIDS**

The COUNTY OF RIVERSIDE, herein called County, invites sealed quotations for:

Riverside County Innovation Center (RCIC), Tenant Improvements, located at 3450 14th Street, Riverside, CA 92501

- 1.1** The Contractor shall furnish all travel, parts, labor, materials, rentals, equipment, disposal, transportation and supervision necessary to perform various tenant improvements including but not limited to electrical modifications, mechanical modifications, plumbing modifications, installation of new doors, demolition, new interior partitions, new flooring, in accordance with the drawings prepared by DLR Group dated December 10, 2013. and with the details listed in Appendix A.

SITE:

Riverside County Innovation Center (RCIC) (previously Press Enterprise Bldg.)
3450 14th Street
Riverside, CA 92501

ESTIMATED PROJECT COST: \$155,000

ITEMS BELOW APPLY TO ALL QUOTATIONS IN RESPONSE TO THIS BID

- 2.0 QUOTATIONS** - Each quotation shall be in accordance with the approved drawings prepared DLR Group for the **Riverside County Innovation Center (RCIC), Tenant Improvements** with the details listed in Appendix A. The terms and conditions checked on page 2 may be obtained from Riverside County Purchasing & Fleet Service's website, free of charge at www.purchasing.co.riverside.ca.us

3.0 TIME LINES

| | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Release of Request for Quotation | Date: December 24, 2013 |
| 2. DRAWINGS: Drawings (noted as 53 pages, pages 19 through 71) and Specifications (noted as Project Manual, 405 pages, pages 72 through 476) as part of this bid document. | Drawings (noted as 53 pages, pages 19 through 71) and Specifications (noted as Project Manual, 405 pages, pages 72 through 476) as part of this bid document. |
| 3. MANDATORY BIDDERS CONFERENCE: <i>Attendees that are later than 5 minutes will not be accepted.</i> Bids will not be accepted by bidders that did not attend the Mandatory conference; the County will reject the submissions. No exceptions. | Date: January 7, 2014 Time: 9:00 a.m. (PST) Location: Site Entrance at 3450 14 th Street Riverside, CA 92501 |
| 4. DEADLINE FOR SUBMISSION OF QUESTIONS: Email Erik Sydow at esydow@rivcoeda.org (E-mail preferred) or Fax: 951-955-3730. <i>It is the responsibility of the Bidder to confirm transmission of correspondence</i> | Date: January 8, 2014 Time: No later than 10:00 a.m. (PST) Must be in the form of an (E-mail preferred) or Fax |
| 5. DEADLINE FOR QUOTATIONS: | Date: January 16, 2014 on or before 1:30 p.m. (PST). |
| 6. CONTRACTOR LICENSE TYPE REQUIRED: | License: A - General Engineering and or B - General Building Contractors. Contractor shall obtain, maintain and pay all licenses associated with construction activities, such as business licenses, contractors' licenses and vehicle and equipment licenses. All costs for licenses shall be included in the Contract Sum. |

**COUNTY OF RIVERSIDE PURCHASING AND FLEET SERVICES
PUBLIC WORKS (for projects Over \$25,000)**

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NOTICE INVITING BIDS

4.0 PREVAILING WAGES - Pursuant to the California Labor Code, the governing board of the Owner has obtained from the director of the Department of Industrial Relations determination of general prevailing rates of per diem wages applicable to the work, and for holiday and overtime work, including employer payments for health and welfare, pension, vacation, and similar purposes, as set forth on the schedule which is on file at the principal office of the Owner, and which will be made available to any interested person upon request. The Contractor shall comply with all applicable provisions of the California State Labor Code prevailing wages and Compliance of State of California Department of Industrial Relations division of Apprenticeship Standards Labor.

5.0 LIQUIDATED DAMAGES - It is agreed by the parties to the contract that time is of the essence and that the contractor shall be responsible to acknowledge and demonstrate the removal of equipment and materials on Friday of the work week. in the event complete delivery or removal is not made within the time or times set forth pursuant to this specification, damage will be sustained by the County and that it is and will be impractical and extremely difficult to ascertain and determine the actual damage which the County will sustain in the event of and by reason of such delay. Therefore, it is agreed the successful bidder shall pay to the County, as fixed and liquidated damages, and not as penalty, a dollar sum in the amount of **\$0.00** per calendar day, for each and every calendar day the delay in making delivery in excess of the time or times specified. It is further agreed that in the event such damages are sustained by the County, the County shall deduct the amount thereof from any moneys due or that may become due the vendor under the contract.

6.0 QUESTIONS - All questions regarding this RFQ shall be directed in writing no later than **Wednesday, 1/08/2014**, on or before 10:00 a.m. (PST), to County Purchasing: Attn: Joe Angelone, Email Address: joeangelone@rivcoeda.org, or dedicated secure Fax 951 955-3730. It is the responsibility of the bidder to confirm transmission of correspondence. Please refer to page 1, Timeline for email information.

Contact with County personnel, other than the Procurement Contract Specialist identified in this RFQ, regarding this procurement may result in disqualification of your bid submittal.

7.0 QUOTE SUBMITTAL - All quotes must be submitted on the four (4) page Contractor's quote form including completed Designation of Subcontractors, Non-Collusion Affidavit, and a Bid Guarantee pages. Quotes received without these completed pages and Bid Guarantee bond or check will be rejected as non-responsive.

BID QUOTES SHALL BE RETURNED TO:
COUNTY OF RIVERSIDE
PURCHASING AND FLEET SERVICES
2980 Washington Street
Riverside, CA 92504-4947

**ALL INSURANCES AND BONDS MUST BE FROM CALIFORNIA ADMITTED COMPANIES
BID QUOTES WILL BE PUBLICLY OPENED AT THE CLOSING DATE AND TIME INDICATED ABOVE
AND NO QUOTES WILL BE ACCEPTED AFTER THE CLOSING DATE AND TIME.**

IF CHECKED, THE FOLLOWING GENERAL CONDITIONS ARE INCLUDED WITH FULL FORCE AND LIKE EFFECT AS IF SET FORTH HEREIN

| | | | |
|-------------------------------------------------------------|-------------------------------------------------------------|-------------------------------------------------------------------------------|-------------------------------------------------------|
| <input checked="" type="checkbox"/> APPENDIX "A" | <input checked="" type="checkbox"/> PLANS/DRAWINGS | <input type="checkbox"/> SAMPLES | <input type="checkbox"/> EXHIBITS |
| <input checked="" type="checkbox"/> INSTRUCTIONS TO BIDDERS | <input checked="" type="checkbox"/> CONTRACTOR'S QUOTE FORM | <input checked="" type="checkbox"/> BID BOND FORM | <input checked="" type="checkbox"/> PAYMENT BOND FORM |
| <input checked="" type="checkbox"/> PERFORMANCE BOND FORM | <input checked="" type="checkbox"/> AGREEMENT FORM | <input checked="" type="checkbox"/> *116-222- GENERAL CONDITIONS/PUBLIC WORKS | |

OTHER TERMS AND CONDITIONS The terms and conditions as indicated in this document and/or attached are hereby included with full force and like effect as if set forth herein. To access any of these General Conditions go to www.purchasing.co.riverside.ca.us, located in Vendor Registration/Bidding Opportunities.

**COUNTY OF RIVERSIDE PURCHASING AND FLEET SERVICES
PUBLIC WORKS (for projects Over \$25,000)**

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INSTRUCTIONS TO BIDDERS

- I. **VENDOR REGISTRATION** – Unless stated elsewhere in this document, Contractor must register online at www.Purchasing.co.riverside.ca.us with all current Contractor information, to be registered on the County's database.
- II. **PRICES/NOTATIONS** - All prices/notations must be typewritten or written in ink. No erasures permitted. Mistakes shall be crossed out, corrections made adjacent and initialed by person signing document. Each item shall be bid separately. Signature must be of authorized representative/agent of bidding company.
- III. **FORMAT** - The quote must be made on the attached Contractor's Quote Form, filled out completely, dated and signed by the bidder or duly authorized representative/agent in accordance with the directions on the quote form. Each quote shall include a complete list of the Sub-Contractors proposed for every portion of the work, in accordance with Public Contract Code, Section 4100-4108, inclusive.
- IV. **PRICING/TERMS/TAX** - Prices shall be firm for 60 calendar days after the closing date. All pricing shall be quoted F.O.B. destination, (e.g., cash terms less than 30 days should be considered net) including applicable tax, permits, and licenses. The County pays California Sales Tax and is exempt from Federal excise tax. In the event of an extension error, the unit price shall prevail.
- V. **COUNTY'S RESERVATION OF RIGHTS** - The County reserves the right to reject any or all offers, to waive any discrepancy or technicality or informalities in a bid or in the bidding, and to make the award in any manner determined by the County to be most advantageous to the County. The County recognizes that prices are only one of several criteria to be used in judging an offer and the County is not legally bound to accept the lowest offer.
- VI. **SUBMITTAL OF THE QUOTATION** - Signed copies of each quote shall be sealed in an envelope labeled with the RFQ number, title of bid, and opening date and time. The bid response shall be delivered to Purchasing and Fleet Services at the address noted on page 2 on or before 1:30 p.m. on the closing date listed above. The RFQ number, title, and closing date and time shall appear on the bid cover sheet. Under no circumstances will a quote be accepted after the exact closing date and time. The County is not responsible for late or lost mail, or erroneous errors.
- VII. **WITHDRAWAL OF SUBMITTAL** - A quote may be withdrawn only prior to the closing date and time. Withdrawal of a quote must be made in person by the bidder or someone authorized by him or her in writing. Proof of identification will be required for quote withdrawal. No bidder may withdraw his or her bid for a period of sixty (60) days after the time set for opening thereof.
- VIII. **DRAWINGS AND SPECIFICATIONS** - All drawings and specifications, herein enclosed, become part of the bid documents. Additional sets may be provided if requested by bidders and deemed necessary and if there is sufficient time, (see Page 1 of "Public Works Notice Inviting Bid" Section 3.0 Timeline, Item 2 Drawings) for details.

**COUNTY OF RIVERSIDE PURCHASING AND FLEET SERVICES
PUBLIC WORKS (for projects Over \$25,000)**

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INSTRUCTIONS TO BIDDERS

- X. INTERPRETATION OF THE BID DOCUMENTS** - Discrepancies in and omissions from the plans, specifications or other bid documents or questions as to their meaning shall, at once, be brought to the attention of the County. Any interpretation of the documents will be made only by written addenda duly issued and a copy of such addenda will be mailed or delivered to each person or firm receiving a set of such documents. The County will not be responsible for any other explanations or interpretations. Should anything in the scope of the work or any section of the bid documentation specifications be of such nature as to be apt to cause disputes between the various trades involved, such information shall be promptly called to the attention of the County.
- XI. ADDENDA TO THE DOCUMENTS** - The County reserves the right to issue such Addenda to the documents as it may desire at any time prior to the time fixed for receiving quotes. A copy of all such addenda will be made available by the County. The number and date of each addendum shall be listed on the Contractor's quote in the space provided.
- XII. BIDDER'S CHECK OR BOND** - Each quote must be accompanied by a certified or cashier's check or by a bid bond on the form supplied by the County, drawn in favor of the County in an amount not less than ten percent (10%) of the total quote. This check or bond shall be given as guarantee that the bidder, if awarded the bid, will execute and deliver the Contract documents and the required Payment and Performance Bonds in accordance with his quote accepted by the County. In default of execution of the Contract upon award and/or delivery of said Payment and Performance Bonds, such proposal, bond or check shall be held subject to payment to the County of the difference in money between the amount of the bidder's quote and the amount for which the County may legally contract with another party to perform the said work, together with the costs to the County of redrafting, redrawing, and publishing documents and papers shall, in addition, be held subject to all other actual damages suffered by the County, as set forth on the Contract documents. Said check or bond will be returned upon the close of the period mentioned in Paragraph VII., above, and to the successful bidder upon execution of the bid documents. No bonds will be accepted unless submitted on the form supplied by the County.
- XIII. AWARD OF CONTRACT** - The bid documents shall be awarded upon issuance of a purchase order including the bid documents.
- XIV. ADDITIONAL INFORMATION** - The County reserves the right to require of a bidder, information regarding financial responsibility or such other information as the County determines is necessary to ascertain whether a bid is in fact the lowest responsible and responsive bid submitted, all references to an architect shall be deemed to refer to the County where no architect has been employed by the County.
- XV. PROMPT ACTION BY THE CONTRACTOR** - After award by the County and within four (4) days after the Agreement Forms are presented to the Contractor for signing, the Contractor shall return to the County the signed agreements, along with all necessary bonds.

**COUNTY OF RIVERSIDE PURCHASING AND FLEET SERVICES
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CONTRACTOR'S QUOTE
Page 1 of 4

The undersigned having carefully examined the proposed site, the drawings and specifications, the Notice Inviting bids, the Instructions to Bidders, the Agreement form, the Bond Forms, the General Conditions and the Supplementary General Conditions for this RFQ hereby proposes and agrees to furnish all tools, equipment, services, apparatus, facilities, transportation, labor and materials necessary to complete the project as outlined in this RFQ in strict conformity with the plans and specifications, including all work specified in Addenda numbered and dated:

Addendum No. _____ Date: _____
Addendum No. _____ Date: _____

COST SUMMARY

LABOR \$ _____
MATERIALS \$ _____
ALL OTHERS \$ _____

BASE BID - The undersigned proposes to perform all work of said project for the sum of \$ _____

Sum quoted includes all applicable taxes, permits, licenses, insurance and bond costs, if any, and all other costs incidental to the resultant contract.

| | | |
|----------------|-----------------------|------------------------|
| PAYMENT TERMS: | Method | Lump Sum at Completion |
| | (Prompt Pay Discount) | Progress Payments |

EXECUTION HEREON IS CERTIFICATION THAT THE UNDERSIGNED HAS READ AND UNDERSTOOD THE INSTRUCTIONS, GENERAL CONDITIONS AND SPECIFICATIONS INCLUDED IN THIS REQUEST FOR QUOTATION AND THAT THE UNDERSIGNED'S PRINCIPAL IS FULLY BOUND AND COMMITTED.

Prior to issuance of an order, a Certificate of Liability Insurance, including Endorsements, Waiver of Subrogation and required bonds must be on file with the County Purchasing Office. Bidder agrees to commence work within Ten (10) calendar days after receipt of purchase order and will complete work within forty-five (45) calendar days thereafter.

Company: _____

Address: _____ City: _____ State: _____ Zip: _____

I hereby swear under penalty that the information provided is true and correct.

Print name: _____ Signed by: _____ Date: _____

**COUNTY OF RIVERSIDE PURCHASING AND FLEET SERVICES
PUBLIC WORKS (for projects Over \$25,000)**

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Bid Closing Date: January 16, 2014
on or before 1:30 P.M. Pacific Time

CONTRACTOR'S QUOTE
Page 3 of 4

AWARD OF BID

The undersigned fully understands that a contract is formed upon the acceptance of this quote by the County and the undersigned further agrees that upon request he or she will promptly execute and deliver to County a written memorial of the contract together with the required Payment and Performance Bonds.

BID GUARANTEE

The enclosed certified or cashier's check or bidder's bond on approved form, made payable to the County in the amount of ten percent (10%) of the total bid submitted herewith, is hereby given as a guarantee that the bidder will execute and deliver the above mentioned written memorial and required bonds if awarded the contract, and in the event that the undersigned fails or refuses to execute and deliver said documents, such check or bond is to be charged with the costs of the damages experienced by the County as a result of such failure or refusal, including but not limited to publication costs, the difference in money between the amount of the bid of the said principal and the amount for which oblige may legally contract with another party to perform the said work if such amount be in excess of the former, building lease or rental costs, transportation costs and additional salary costs that result from the delay due to the principal's default on the awarded contract. In no event, however shall the Surety's liability exceed the penal sums hereof.

Name of Bidder: _____
Type of Organization: _____
Signed By: _____
Title of Signer: _____
Address of Bidder: _____
Telephone No.: _____ Email: _____
Contractor's License No.: _____ Classification: _____ Expires: _____

LICENSURE STATEMENTS ARE MADE UNDER PENALTY OF PERJURY

If bidder is a corporation, and signer is not president or secretary, attach certified copy of by-laws or resolution authorizing execution. If bidder is a corporation, affix corporate seal. If signer is an agent, attach power-of-attorney. If bidder is not an individual, list names of other persons authorized to bind the organization.

**COUNTY OF RIVERSIDE PURCHASING AND FLEET SERVICES
PUBLIC WORKS (for projects Over \$25,000)**

Bid Submission Address:
Purchasing and Fleet Services
2980 Washington Street
Riverside, CA 92504-4647
Telephone: (951) 955-4937
Return bid to address above:

Request for Quotation # FMARC-202

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CONTRACTOR'S QUOTE

Page 4 of 4

NON-COLLUSION AFFIDAVIT

To Be Executed by Bidder and Submitted with Bid

State of California)

ss.

County of Riverside)

_____, being first duly sworn, deposes and says:

That he or she is _____ of _____ the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or a sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract 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.

(Authorized Company Representative)

Subscribed and sworn to before me

Insert NP stamp or seal below

this _____ day of _____, 2014

Signature of Notary Public officer administering oath

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AGREEMENT FORM

Page 1 of 2

THIS AGREEMENT, entered into this _____ day of _____, 2014, by and between _____, hereinafter called the "Contractor," and the County of Riverside, hereinafter called "County."

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

CONTRACT: The complete contract includes all of the Contract documents, to wit: The Notice Inviting Bids, Instructions to Bidders, Contractor's Quote, Wage Schedule according to the State of California, Payment and Performance Bonds, Plans and Specifications plus any Addenda thereto, General Conditions, including all terms and conditions to the Agreement. All Contract documents are intended to cooperate and become complimentary so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all Contract Documents.

STATEMENT OF WORK: The Contractor hereby agrees to furnish all tools, equipment, services, apparatus, facilities, transportation, labor, and materials necessary to general construction required to construct the **Riverside County Innovation Center (RCIC), Tenant Improvements**, hereinafter called the "County", including addenda thereto as listed in the Contractor's Quote, all of which are made part hereof.

TIME FOR COMPLETION: The work shall be commenced on a date to be specified in a written order of the Architect and shall be completed within **45 calendar days** from and after said date, and pay as fixed and liquidated damages, and not as penalty, a dollar sum in the amount of **\$0.00** per calendar day in delaying the delivery and completion of the project. It is expressly agreed that except for extensions of time duly granted in the manner and for the reasons specified in the General Conditions, time shall be of the essence.

COMPENSATION TO BE PAID TO CONTRACTOR: The County agrees to pay and the Contractor agrees to accept in full consideration for the performance of the Contract, subject to additions and deductions as provided in the General Conditions, the sum of _____
\$(_____) being the total of the base bid plus the following alternatives:

Addendum No's _____

The sum is to be paid according to the schedule as provided in the General Conditions.

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

IN WITNESS WHEREOF, the parties hereto on the day and year first above written have executed this agreement.

**COUNTY OF RIVERSIDE PURCHASING AND FLEET SERVICES
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AGREEMENT FORM
Page 2 of 2

Type of Contractor's organization: _____

If other than individual or Corporation, list names of all members who have authority to bind firm:

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

IF OTHER THAN CORPORATION EXECUTE HERE:

| | | | | |
|--------------------------|--|--|--|--|
| Firm Name: | | | | |
| Address: | | | | |
| Contractor's License No. | | | | |
| Signature: | | | | |
| Title: | | | | |

IF CORPORATION, FILL OUT THE FOLLOWING AND EXECUTE:

| | | | | |
|------------------------------------------------------|--|--|--|--|
| Name of President of Corporation: | | | | |
| Name of Secretary of Corporation: | | | | |
| Corporation organized under the laws of the State of | | | | |
| Firm Name: | | | | |
| Address: | | | | |
| Contractor's License No. | | | | |
| Signature: | | | | |
| Title: | | | | |

DO NOT COMPLETE BELOW THIS LINE

Attest:

Authorized Signature (County)

(Official Title)

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BID BOND

Page 1 of 2

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

WHEREAS, the said Principal is herewith submitting its quote **Riverside County Innovation Center (RCIC), Tenant Improvements.**

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

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

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BID BOND

Page 2 of 2

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their separate seals this _____ day of _____, 2014, the name and corporate seal of each corporate party being hereto affixed and those present dully signed by its undersigned representative, pursuant to authority of its governing body.

| | | |
|-------------------------|---------|---------------------------------|
| | | |
| (Firm Name – Principal) | | |
| (Business Address) | | Affix Seal if Corporation |
| | | |
| (Original Signature) | | |
| By | | |
| | (Title) | |

=====

| | | |
|-----------------------------|------------------------------------|----------------------------|
| | | |
| (Corporation Name – Surety) | | |
| (Business Address) | | Affix Corporate Seal |
| | | |
| By | | |
| | (Original Signature) | |
| ATTORNEY-IN-FACT | | |
| | (Title – Attach Power of Attorney) | |

=====

**COUNTY OF RIVERSIDE PURCHASING AND FLEET SERVICES
PUBLIC WORKS (for projects Over \$25,000)**

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PAYMENT BOND

Page 1 of 1

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

The makers of this Bond are _____, as principal and Original Contractor and _____, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract dated _____ Between Principal and County of Riverside, a public entity, as County, for \$ _____, the total amount payable. THE AMOUNT OF THIS BOND IS FOR 100% OF SAID SUM. Said Contract is for public work generally consisting of the **Riverside County Innovation Center (RCIC), Tenant Improvements.**

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

Signed and Sealed this _____ Day of _____, 2014

| | | |
|----------------------------------------------|---------|---------------------------------|
| _____ | | Affix Seal if Corporation |
| (Firm Name – Principal) | | |
| _____ | | |
| (Business Address) | | |
| _____ | | |
| (Signature – Attach Notary’s Acknowledgment) | | |
| By | _____ | |
| | (Title) | |

=====

| | | |
|------------------------------------|----------------------|----------------------------|
| _____ | | Affix Corporate Seal |
| (Corporation Name – Surety) | | |
| _____ | | |
| (Business Address) | | |
| By | _____ | |
| | (Original Signature) | |
| ATTORNEY-IN-FACT | | |
| (Title – Attach Power of Attorney) | | |

**COUNTY OF RIVERSIDE PURCHASING AND FLEET SERVICES
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PERFORMANCE BOND

Page 1 of 1

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

The condition of this obligation is such that whereas the Principal entered into a certain contract, hereto attached, with the County, dated: _____ for: _____. Now therefore, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term of said Contract and any extension thereof that may be granted by the County, with or without notice to the Surety, and during the life of any guarantee required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said Contract that may thereafter be made, then this obligation to be void, otherwise to remain in full force and virtue. Without notice, Surety consents to extension of time for performance, change in requirements, change in compensation or prepayment under said Contract.

Signed and Sealed this _____ Day of _____, 2014

| | | |
|----------------------------------------------|-------|---------------------------------|
| _____ | | Affix Seal if Corporation |
| (Firm Name – Principal) | | |
| _____ | | |
| (Business Address) | | |
| _____ | | |
| (Signature – Attach Notary's Acknowledgment) | | |
| By | _____ | |
| (Title) | | |

| | | |
|------------------------------------|-------|----------------------------|
| _____ | | Affix Corporate Seal |
| (Corporation Name – Surety) | | |
| _____ | | |
| (Business Address) | | |
| By | _____ | |
| (Original Signature) | | |
| ATTORNEY-IN-FACT | | |
| (Title – Attach Power of Attorney) | | |

**COUNTY OF RIVERSIDE PURCHASING AND FLEET SERVICES
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APPENDIX A

Riverside County Innovation Center (RCIC) (previously Press Enterprise Bldg.)
3450 14th Street
Riverside, CA 92501

- 1) **Scope of Work:** The Contractor shall furnish all travel, parts, labor, materials, rentals, equipment, disposal, transportation and supervision necessary to perform various tenant improvements including but not limited to electrical modifications, mechanical modifications, plumbing modifications, installation of new doors, demolition, new interior partitions, new flooring, in accordance with the drawings prepared by DLR Group dated December 10, 2013 and with the details listed in Appendix A.
- a) All work to be performed as described in the Drawings (noted as 53 pages) and Specifications (noted as Project Manual, 405 pages) as part of this bid document prepared by the DLR Group, and all items discussed at the mandatory bidder's conference.

Notes:

- 1) Certified Payroll is required on this project. See Form 116-222 Public Works General Conditions.
- 2) Contractor shall comply with all Federal, State, and Local, rules and regulations that in any manner affect the work.
- 3) Special attention is called, but not limited to, the Local environmental ordinances. Ignorance on the part of the bidder will in no way relieve him/her from responsibility of compliance with all said laws, ordinances, rules, and regulations.
- 4) Contractor shall comply with all Federal, State and Local, rules and regulations that in any manner affect the work. Special attention is called, but not limited to, the Local environmental ordinances.
- 5) Ignorance on the part of the bidder will in no way relieve him/her from responsibility of compliance with all said laws, ordinances, rules and regulations.

2. **Quality of Assurance:**

- a. The Contractor shall use an adequate number of skilled workmen who are thoroughly trained and experienced in the necessary craft and who are completely familiar with the specified requirements and the methods needed for proper performance of all work contained in these specifications.
- b. The Contractor shall provide new materials consisting of the highest quality and workmanship in every detail.
- c. The Contractor shall be solely and completely responsible for the condition of the premises on which the work is performed, and for safety of all persons and property on the site during performance of the contract. This requirement shall not be limited to normal working hours, but shall apply continuously throughout the project.

3. **Scheduling:**

- a. Work to be performed during regular business hours, Monday – Friday 7 AM to 5 PM.
- b. The Contractor is advised that certain inconveniences may be encountered. Complete cooperation between the Contractor and the on-site County Project Manager as well as the County Project Manager will be necessary to expedite the work with the least amount of interference or delay.

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- c. The awarded Contractor is to provide the onsite County Project Manager with daily schedule of activities so that the necessary arrangements and precautions can be made with the patients in the construction areas.
- d. Upon Notice to Proceed, the project shall be completed within forty-five (45) calendar days unless otherwise specified in writing and accepted by the County Project Manager.

4. Safety and Special requirements:

- a. The successful contractor will be required to provide the names, driver license numbers of all employees who will be working in this facility to allow the County to conduct a local background check.

5. Clean-Up:

- a. The work area shall be kept clean at all times during construction. Protect floors and all adjacent surfaces by use of drop cloths and other means. All cutting, dust, and other debris shall be removed periodically during the workday so as not to be tracked into other areas of the building or create a hazard to foot traffic. At the end of the workday all unused materials shall be stacked in a neat and orderly manner and located in an area designated by the County Project Manager out of the path of others, unless otherwise specified in writing. All indoor areas of construction shall be vacuumed clean of all dust at the completion of each workday. The County Project Manager can at any time stop the job for any condition that he/ she may deem unsafe.
- b. The County of Riverside dumpster(s) shall not be used by the Contractor. Contractors shall supply their own dumpster(s) and lawfully transport all trash and debris generated by the project off the County Riverside property to an appropriate dumpsite.

6. Warranties:

- a. All warranty work shall be completed within two (2) weeks of written notice by the County.
- b. Workmanship: A one-year unconditional warranty shall be in effect from the contractor.

7. Insurance Requirements

Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance

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of its obligations hereunder. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

D. General Insurance Provisions - All lines:

- 1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- 2) The CONTRACTOR'S insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- 3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. *CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.*

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- 4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
- 5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Agreement, including any extensions thereof, exceeds five (5) years the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if; in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.
- 6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- 7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.
- 8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

Riverside County I.T.

PROJECT MANUAL

FOR

RCIT PRESS ENTERPRISE TENANT IMPROVEMENTS

Prepared By



**DLR Group
ARCHITECTURE ENGINEERING PLANNING INTERIORS**

4280 Latham Street, Suite H
Riverside, California 92501
Telephone: 951/682-0470

Project No. 75-13619-00

NOVEMBER 2013

RCIT Press Enterprise Tenant Improvement

PROJECT DIRECTORY AND PROFESSIONAL REGISTRATION STAMPS

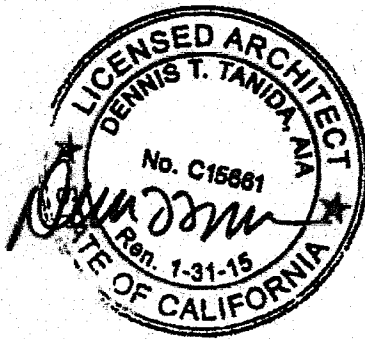
OWNER:

Riverside County Information Technology Department
4080 Lemon Street, 10th Floor
Riverside, CA 92502
Phone: (951) 955-3703
Fax: (951) 955-3611
Contact: Shirion Simmons

DRAWINGS AND SPECIFICATIONS DIVISION 1 THROUGH 33 PREPARED BY:

**ARCHITECT,
STRUCTURAL ENGINEER:**

DLR Group Architects
4280 Latham Street, Suite H
Riverside, CA 92501-1737
Phone: (951) 682-3811
Fax: (951) 682-1801
Contact: Dennis T. Tanida, AIA

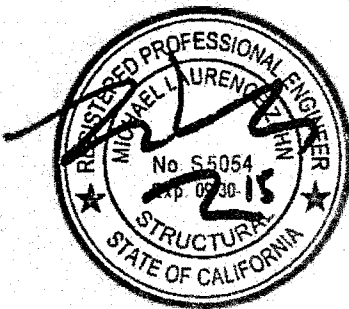


Signed Registration
Stamp with Expiration:

Dennis T. Tanida

Date Signed:

11-6-2013



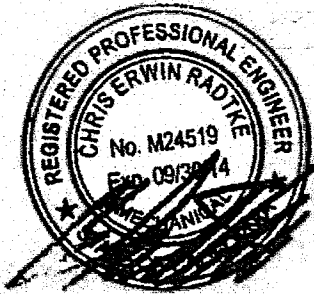
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**ELECTRICAL AND
MECHANICAL ENGINEER:**

TMAD Taylor & Gaines
800 North Ferrari Lane, Suite 100
Ontario, CA. 91764
Phone: (909) 477-6915
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Contact: Nestor Ignacio, Electrical Engineer
Chris Radtke, Mechanical Engineer



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SECTION 00 01 10
TABLE OF CONTENTS

DIVISION 00

- Section 00 01 01 Cover Page
- Section 00 01 02 Professional Directory & Stamp
- Section 00 01 10 Table of Contents

DIVISION 01

- Section 01 11 00 Summary of Work
- Section 01 23 00 Alternates
- Section 01 31 00 Project Coordination
- Section 01 31 13 Coordination
- Section 01 31 19 Project Meetings
- Section 01 33 00 Submittal Procedures
- Section 01 41 00 Regulatory Requirements
- Section 01 42 00 References
- Section 01 42 13 Abbreviations
- Section 01 42 16 Definitions
- Section 01 43 00 Quality Assurance
- Section 01 45 00 Quality Control
- Section 01 60 00 Product Requirements
- Section 01 61 16 Volatile Organic Compound (VOC) Content Restrictions
- Section 01 63 00 Product Substitution Procedures
- Section 01 70 00 Project Close-Out
- Section 01 71 00 Examination
- Section 01 73 29 Cutting and Patching
- Section 01 74 00 Cleaning
- Section 01 74 19 Construction Waste Management and Disposal
- Section 01 78 13 Warranties and Guarantees

DIVISION 02

- Section 02 70 00 Selective Demolition

DIVISION 03

- Section 03 20 00 Concrete Reinforcement
- Section 03 30 00 Cast-in-Place Concrete

DIVISION 04

(Not Used)

DIVISION 05

- Section 05 50 00 Metal Fabrications

DIVISION 06

- Section 06 10 00 Rough Carpentry
- Section 06 41 00 Wood Casework

DIVISION 07

- Section 07 21 00 Building Insulation
- Section 07 81 00 Applied Fireproofing
- Section 07 84 00 Firestopping
- Section 07 90 05 Joint Sealers

DIVISION 08

- Section 08 12 17 Prefinished Steel Door Frames
- Section 08 14 16 Flush Wood Doors
- Section 08 71 00 Door Hardware
- Section 08 81 00 Glazing

DIVISION 09

- Section 09 21 16 Gypsum Board Assemblies
- Section 09 22 16 Non-Structural Metal Framing
- Section 09 51 00 Acoustical Ceilings and Suspension System
- Section 09 58 00 Integrated Ceiling Assemblies
- Section 09 65 00 Resilient Flooring
- Section 09 68 13 Tile Carpeting
- Section 09 72 00 Wall Coverings
- Section 09 77 23 Fabric-Wrapped Panels

Section 09 90 00 Painting

DIVISION 10

Section 10 22 26 Operable Partitions

Section 10 43 23 Signage

Section 10 44 00 Fire Extinguishers and Cabinets

DIVISION 11

Section 11 52 13 Projection Screens

Section 11 52 16 Video Projector Accessories

DIVISION 12

Section 12 36 00 Solid Surfacing

DIVISION 14

(Not Used)

DIVISION 21

(Not Used)

DIVISION 22

(Not Used)

DIVISION 23

Section 23 05 03 Pipes and Tubes for HVAC Piping and Equipment

Section 23 05 23 General-duty Valves for HVAC Piping

Section 23 05 29 Hangers and Supports for HVAC Piping and Equipment

Section 23 05 53 Identification for HVAC Piping and Equipment

Section 23 05 93 Testing, Adjusting, and Balancing for HVAC

Section 23 07 00 HVAC Insulation

Section 23 09 00 Instrumentation and Control for HVAC

Section 23 09 23 Direct-Digital Control System for HVAC

Section 23 21 13 Hydronic Piping

Section 23 21 16 Hydronic Piping Specialties

Section 23 31 00 HVAC Ducts and Casings

- Section 23 33 00 Air Duct Accessories
- Section 23 36 00 Air Terminal Units
- Section 23 37 00 Air Outlets and Inlets

DIVISION 26

- Section 26 05 00 Common Work Results for Electrical
- Section 26 05 03 Equipment Wiring Connections
- Section 26 05 19 Low-Voltage Electrical Power Conductors and Cables
- Section 26 05 26 Grounding and Bonding for Electrical Systems
- Section 26 05 29 Hangers and Supports for Electrical Systems
- Section 26 05 33 Raceway and Boxes for Electrical Systems
- Section 26 05 34 Floor Boxes for Electrical Systems
- Section 26 05 48 Seismic Controls for Electrical Work
- Section 26 05 53 Identification for Electrical Systems
- Section 26 05 72 Acceptance Testing
- Section 26 09 23 Lighting Control Devices
- Section 26 27 16 Electrical Cabinets and Enclosures
- Section 26 27 26 Wiring Devices
- Section 26 51 00 Interior Lighting
- Section 26 52 00 Emergency Lighting

DIVISION 27

(Not Used)

DIVISION 28

(Not Used)

DIVISION 31

(Not Used)

DIVISION 32

(Not Used)

DIVISION 33

(Not Used)

SECTION 01 11 00

SUMMARY OF WORK

PART 1 - GENERAL

- 1.01 **SUMMARY:** The Scope of Work generally consists of the demolition and new construction of spaces for the:

RCIT Press Enterprise Tenant Improvements
3450 14th Street
Riverside, California 92501

in strict conformance with the Project Drawings and Specifications prepared by:

DLR Group
Architecture Engineering Planning Interiors
4280 Latham Street, Suite H
Riverside, California 92501
Tel: 951.682.0470
Fax: 951.682.1801

- 1.02 **WORK NOT IN THE CONTRACT:** "NIC" means "Not In Contract". The following portions of the Work will be provided by Owner under separate contract or other arrangement:
- A. Portable furnishings and equipment except as shown or specified.
 - B. All other items indicated or specified as NIC.
- 1.03 **PERFORMANCE REQUIREMENTS FOR COMPLETED WORK:** The Contract Documents show the intended occupancy and use of the construction, and individual systems and facilities. Compliance with governing regulations is intended and required for the Work and for the Owner's occupancy and use.
- 1.04 **DISCREPANCIES:** In the event of a discrepancy between small scale drawings and large scale details, or between the Drawings and Specifications, or within the Specifications, immediately bring the discrepancy to Architect's attention for decision before proceeding with the particular Work involved. Work carried out disregarding this instruction is subject to removal and replacement at the expense of the Contractor.
- 1.05 **MINIMUM QUALITY AND QUANTITY:** In each instance, quality level or quantity indicated or specified is intended as a minimum for the Work to be performed or provided. Except as otherwise indicated or specified the actual Work may comply exactly with that minimum (within specified tolerances) or may exceed that minimum within reasonable limits. In complying with requirements, indicated numeric values are either minimums or maximums as noted or as appropriate for context of requirements. Refer instances of uncertainty to Architect before proceeding.
- 1.06 **WORK BY OWNER:** Cooperate fully with Owner so work may be carried out smoothly, without interfering with or delaying work under this Contract or work by Owner. Coordinate the Work of this Contract with work performed by Owner.
- A. **Concurrent Work:** Owner will perform the following construction operations at Project site. Those operations will be conducted simultaneously with work under this Contract.

1. Portable furnishings and equipment except as shown or specified.
- 1.07 TYPICAL DRAWINGS: Where a portion of the work is drawn and the remainder is indicated in outline, the drawn portion shall also apply to all the other portions of the Work. Where a particular installation or details are indicated by outline, marked "typical" or obviously intended to match similar items shown in greater detail elsewhere, they shall be completed as if fully drawn, detailed, or specified in strict compliance with the requirements of other similar parts of the Work.
- 1.08 ACCESS TO SITE: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.
- A. Limit use of Project site to work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
 - B. Driveways, Walkways and Entrances: Keep driveways, parking lot, loading areas, and entrances serving premises clear and available to Owner, Owner's employees, other occupants, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
 1. Schedule deliveries to minimize use of driveways and entrances by construction operations.
 2. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
 - C. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.
- 1.09 COORDINATION WITH OCCUPANTS: Owner will occupy the premises during entire construction period, with the exception of areas under construction. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations. Maintain existing exits unless otherwise indicated.
- A. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.
 - B. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.
 - C. Owner reserves the right to occupy and to place and install equipment in completed portions of the Work, prior to Substantial Completion of the Work, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and limited occupancy shall not constitute acceptance of the total Work.
 1. Architect will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied prior to Owner acceptance of the completed Work.
 2. Obtain a Certificate of Occupancy from authorities having jurisdiction before limited Owner occupancy.
 3. Before limited Owner occupancy, mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, Owner will operate and maintain mechanical and electrical systems serving occupied portions of Work.
 4. On occupancy, Owner will assume responsibility for maintenance and custodial service for occupied portions of Work.

1.10 WORK RESTRICTIONS: Comply with restrictions on construction operations.

- A. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- B. Limit work in the existing building to normal business working hours of 6:00a.m. to 3:00p.m., Monday through Friday, unless otherwise indicated.
- C. Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
 - 1. Notify Owner not less than two days in advance of proposed utility interruptions.
 - 2. Obtain Owner's written permission before proceeding with utility interruptions.
- D. Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.
 - 1. Notify Owner not less than two days in advance of proposed disruptive operations.
 - 2. Obtain Owner's written permission before proceeding with disruptive operations.
- E. Nonsmoking Building: Smoking is not permitted within the building or on premises.
- F. Controlled Substances: Use of tobacco products and other controlled substances within the existing building or on Project site is not permitted.

1.11 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 - 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
 - 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
 - 3. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

END OF SECTION

SECTION 01 23 00

ALTERNATES

PART 1 - GENERAL

1.01 Related Documents

- A. Contract General Conditions.

1.02 Summary

- A. Included in this Section: non-technical descriptions of Alternates listed by number only on the Bid Proposal.
- B. Included in other Sections: technical specifications for work revising or adding/deducting from Base Bid work by Alternates.

C. Unless otherwise specifically provided, the work described in Alternates shall be completed with no increase in Contract Time.

D. The additional cost or credit for each Alternate shall represent the total adjustment to the contract sum associated with said Alternate.

E. Refer to the Bid Proposal Form for information concerning order of acceptance of alternates.

F. All labor, material, equipment, accessories, and incidental items required for a complete installation shall be included, whether or not specifically mentioned as part of the Alternate. Contractor shall perform necessary modifications or adjustments to affected adjacent work, whether new or existing, in order to fully and properly integrate the Alternate work into the Project. These necessary modifications and adjustments shall be included in the Alternate price.

1.03 Quality Assurance

- A. The Base Bid specifications shall govern work of Alternates unless otherwise noted.

PART 2 - ALTERNATE DESCRIPTIONS

2.01 Alternate No. 1: Conference Room (101), Galley (102) and Storage (103) on the first floor. This includes all construction related to the demolition and new construction of those spaces.

Alternate No. 2: Training Rooms (201, 202) on the second floor. This includes all construction related to the demolition and new construction of those spaces.

NOVEMBER 2013

END OF SECTION

RCIT Press Enterprise Tenant Improvement

ALTERNATES

DLR Group Job No. 75-13619

01 23 00 - 2

SECTION 01 31 00
PROJECT COORDINATION

PART 1 - GENERAL

- 1.01 SUMMARY: This Section covers general requirements for Contractor's responsibility for all Project coordination.
- 1.02 PROJECT COORDINATION PROCEDURES: Without limitation, Contractor duties include:
- A. Coordination: Coordinate the Work of all Subcontractors. Allocate spaces for temporary structures furnished by Subcontractors, monitor the use of temporary utilities, and administer traffic and parking controls. Establish on-site lines of authority and communication.
 - 1. Attend and participate in progress meetings with the Owner, Architect and Construction Manager.
 - 2. Use sequentially numbered and dated forms to document requests for information and clarification.
 - 3. Resolve conflicts which may develop among Subcontractors and vendors over access to and the use of the restricted spaces available for construction activities, materials, and equipment.
 - B. Staff: Furnish and maintain during the Contract Time a competent staff of experienced construction, administrative, and supervisory personnel in sufficient numbers to meet the Contract completion date.
 - C. Separate Contracts: Cooperate with other contractors, if any, performing work at project site under separate contracts.
 - D. OFCI Items: Cooperate and coordinate with Owner in accommodating any Owner-furnished materials, furnishings, or equipment, and its installation.
 - E. Construction Schedule: Adhere to the Construction Schedule (as prepared by the Construction Manager) for all Subcontractors and for the entire Work, monitor the Construction Schedule as the Work progresses, and assist the Construction Manager with revisions to the schedule at the appropriate intervals to reflect actual progress.
 - F. Schedule of Values: Furnish a detailed breakdown of total Contract Sum organized by construction activity or Specification index.
 - G. Changes: Recommend the necessary or desirable changes in the Work to the Architect. Review Subcontractors' requests for changes and substitutions. Submit recommendations to Architect. Process Change Orders.
 - H. Permit and Fees: Verify that the Subcontractors have obtained permits for all required inspections. Verify that all applications for permits, inspections, temporary facilities, and permanent utilities are processed in a timely fashion.
 - I. Submittals: Review the Shop Drawings, Product Data, Equipment Data, and Samples submitted to Contractor by Subcontractors for compliance with Contract Documents in accordance with Section 01 33 00 before submitting to the Construction Manager and the Architect.

- J. Interpretation of Documents: Consult the Construction Manager and the Architect for interpretations of the Contract Documents, assist in resolution of questions which may arise, and transmit resolved interpretations in writing to all the concerned parties.
- K. Existing Facilities: Unless otherwise shown or specified locate, identify, protect and maintain existing water, gas, sewer, irrigation, and storm drain lines; lighting, power, and telephone conduits and wires; and all other existing surface or sub-surface structures and improvements. Do not disturb, disconnect, or damage any of these improvements during progress of the Work. Maintain all existing planting and trees which are to remain. The Contractor shall satisfactorily repair or replace, at its expense, damage to existing improvements of all kinds, and to adjacent private and public property or rights-of-way, that results directly or indirectly from its operations.
- L. Embedded Items: Coordinate furnishing and placing of embedded items, such as anchors, sleeves, and blockouts, with formwork, reinforcing steel, masonry, and other involved construction.
- M. Cleaning: Verify that specified cleaning is performed during progress of the Work and at completion of each stage of the Work.
- N. Start-Up: Direct checkout of utilities, operating systems and equipment; assist initial start-up testing, record the operation start dates of systems and equipment, and submit to the Architect written notice of completion of start-up operations and placing of equipment in service.
- O. Substantial Completion: Upon determination of Substantial Completion of the Work, or a designated portion thereof, prepare for the Architect a list of incomplete or unsatisfactory items. Upon the Architect's certification of the Date of Substantial Completion, supervise the correction and completion of the Work as determined necessary by the Architect.
- P. Final Completion: Upon determination the Work is finally complete, submit written notice to Architect the Work is ready for final inspection. Secure and transmit to the Architect all required closeout submittals including, without limitation, operations and maintenance data, manuals, Record Documents, and other required documents, and confirm delivery to the Owner of spare parts, extra materials, and maintenance materials.

PARTS 2 AND 3 - PRODUCTS AND EXECUTION (Not Applicable)

END OF SECTION

SECTION 01 31 13

COORDINATION

PART 1 - GENERAL

1.01 Related Documents

- A. Contract General Conditions
- B. Section 01 33 00: Submittal Procedures.

1.02 Summary

- A. Section includes: Requirements for Project coordination and electrical and mechanical coordination or "tight" conditions involving work of the project.

1.03 Project Coordination

A. General

1. Contractor shall coordinate the work and shall not delegate responsibility for coordination to any subcontractor or other party.
2. Anticipate the interrelationship of all subcontractors and suppliers and their relationship with the total Work.
3. Resolve differences or disputes between subcontractors and material suppliers concerning coordination, interference, or extent of work between specification sections and/or trades. The Architect and Riverside County are not required to coordinate work between trades or sections and will not do so.
4. Coordinate the work of subcontractors and material suppliers, so that their work performed in a manner to minimize interference with, and to facilitate the progress of the work.
5. Provide necessary anchorage, blocking, joining and other detailing as required to provide a complete project.
6. Do not obstruct spaces required by Code in front of electrical equipment, mechanical equipment, entrances, access doors, etc.
7. Do not cover any piping, wiring, ducts, etc., until properly inspected and approved and until proper certificates have been issued.
8. Remove and replace work performed under any section which is not in accordance with the Contract Documents with materials and workmanship which conforms with the Contract Documents. Repair or replace all other work damaged as a result of the aforementioned repairs at no increase in contract price.
9. Coordinate the Work of this Contract with work performed under separate contract as necessary and appropriate. The Work of this Contract shall be coordinated with all associated work in a manner that will insure that all work will be accomplished as rapidly as the progress of the project will permit, and so that no work will be delayed for want of associated work.

B. Coordination Drawings

1. Coordination Drawings are defined as scaled, dimensioned drawings of the interdisciplinary systems and elements of the building and its construction. The purpose of the drawings shall be to determine the actual fit of all the elements.
2. Work out all "tight" conditions involving work of various specification sections in advance of installation of the work. Before proceeding, prepare Coordination Shop Drawings for review showing all work in tight areas.
3. Prepare Coordination Drawings detailing equipment layouts, relationship of equipment and required clearances at each mechanical, electrical and communication room. Identify spatial constraints and proposed modifications to mitigate same.
4. Provide Coordination Drawings and modifications necessary to overcome tight conditions at no increase in contract price. Refer to section 01 33 00 for shop drawing submittal requirements.
5. Coordination Drawings shall be dimensionally accurate and detailed, giving complete dimensions of all locations, elevations and clearances. Show exact locations of the following:
 - a) Ductwork.
 - b) Piping, including plumbing, fire protection and hydronic systems.
 - c) Valves and piping specialties, including all air vents and drains.
 - d) Dampers.
 - e) Access doors.
 - f) Control and electrical panels.
 - g) Adjustable frequency controllers.
 - h) Disconnect switches.
 - i) Electrical and communication cable trays and conduits.
 - j) Structural footings, walls, beams, columns, etc. which pose potential conflicts with required and/or specified horizontal and vertical dimensions.
 - k) Architectural elements or elevation requirements conflicting with available interstitial space between ceiling and structure above.
 - l) Equipment furnished under separate contract.
6. Coordination Drawings shall show actual architectural and structural constraints and site conditions.

7. Coordination Requirements:
 - a) Fully coordinate work between trades with actual architectural, structural and site conditions.
 - b) Coordinate all adjustments required. Clearly identify by circling or otherwise highlighting these adjustments on the Coordination Drawings.
 - c) If Contractor has specific questions regarding coordination of the work of specific trades with the installation with structural, architectural and site conditions, submit same with appropriate shop drawings documenting areas in question with Contractor's proposed installation.
8. Preparation and submission of Coordination Drawings:
 - a) Prepare reproducible drawings.
 - b) Submit to each trade for review of space allocated to each trade.
 - c) Review comments and requested revisions/alterations with each trade. Make revisions to drawings as deemed necessary by Contractor.
 - d) Submit to Architect for review (through a Riverside County Representative).
 - e) Review of Coordination Drawings by Architect is for verification that Contractor has performed coordination work as specified herein only. Architect's review does not include verification of exact dimensions, clearances, arrangements, and/or compliance with codes.
9. Final Coordination Drawings shall show that all trades affected have made reviews and shall be signed by each trade at completion of coordination.
 - a) Contractor is to ensure that each trade has coordinated work with other trades.
 - b) Include stamp with labeled space for each trade to sign on each submittal indicating that shop drawing has been coordinated.
 - c) No coordination shop drawing will be reviewed unless stamped and signed by Contractor certifying coordination assurance.
10. Coordination Drawings showing work of all trades are required; individual trade coordination drawings will not be accepted. A single integrated shop drawing set shall be produced, including pertinent information from each trade.

END OF SECTION

SECTION 01 31 19
PROJECT MEETINGS

PART 1 - GENERAL

1.01 SUMMARY: This Section covers general requirements for project meetings.

PART 2 - PRODUCTS (Not Applicable to This Section)

PART 3 - EXECUTION

3.01 PROJECT MEETINGS:

- A. Attendees: Unless otherwise specified or required by Owner, meetings shall be attended by Owner, Architect, Contractor, and Contractor's Superintendent. Subcontractors may attend meetings when involved in matters to be discussed or resolved but only when requested by the Owner, Architect, or Contractor.
- B. Meeting Records: The Contractor shall record minutes of each meeting and furnish copies within a reasonable time thereafter to the Owner, Architect, and other attendees. Unless written objection to contents of the meeting minutes is received by Contractor within 10 days after presentation, it shall be understood and agreed that the minutes are a true and complete record of the meeting.
- C. Meeting Schedule: Dates, times, and locations for various meetings shall be agreed upon and recorded at pre-construction meeting. Thereafter, changes to the schedule shall be agreed between the Owner and the Contractor, with appropriate written notice to all parties involved.

3.02 PRE-CONSTRUCTION MEETING:

- A. General: Before issuance of Notice to Proceed, a pre-construction meeting shall be held at the location, date, and time designated by the Owner. In addition to attendees named herein, this meeting shall be attended by representatives of the regulatory agencies having jurisdiction, if required, and such other persons the Owner may designate.
- B. Agenda: The matters to be discussed or resolved and the instructions and information to be furnished to or given by the Contractor at the preconstruction meeting include:
 - 1. Schedule of progress meetings.
 - 2. Construction schedule and schedule of values submitted by Contractor.
 - 3. Communication procedures between the parties.
 - 4. Names and titles of all persons authorized by Contractor to represent and execute documents for Contractor, with samples of all authorized signatures.
 - 5. The names, addresses, and telephone numbers of all those authorized to act for the Contractor in emergencies.
 - 6. Insurance policies or certificates to be furnished by Contractor prior to the start of Work.
 - 7. Insurance policies to remain in force after final acceptance of the Work.
 - 8. Construction permit requirements, procedures, and posting.
 - 9. Notice to Proceed
 - 10. Forms and procedures for Contractor's submittals.
 - 11. Change Order forms and procedures.
 - 12. Contractor's provisions and procedures to be used for its quality assurance and quality control of the Work.

13. Payment application forms and procedures and revised progress schedule reports to accompany the applications.
 14. Contractor's designation of its organization's accident prevention member and the qualifications of the designee if other than the Superintendent.
 15. Contractor's provisions for barricades, traffic control, utilities, sanitary facilities, and the other temporary facilities and controls.
 16. Consultants and professionals employed by Owner and their duties.
 17. Construction surveyor and initiation of surveying services.
 18. Testing Laboratory or Agency, and testing procedures.
 19. Procedures for payroll and labor cost reporting by the Contractor.
 20. Procedures to ensure nondiscrimination in employment.
 21. Warranties and guarantees.
 22. Other administrative and general matters as needed.
- 3.03 CONSTRUCTION PROGRESS MEETINGS: Progress meetings shall be held according to an agreed schedule. All matters bearing on progress and performance of the Work since preceding progress meeting shall be discussed and resolved including, without limitation, any previously unresolved matters, deficiencies in the Work or methods being employed for the Work, and problems, difficulties, or delays which may be encountered.
- 3.04 SPECIAL MEETINGS: After notice to other parties, special meetings may be called by the Owner, Architect, or Contractor. Special meetings shall be held where and when designated by the Owner.
- 3.05 POST-CONSTRUCTION MEETING: This meeting shall be held prior to the final inspection of the Work to discuss and resolve all unsettled matters. Bonds and insurance to remain in force, and the other documents required to be submitted by the Contractor will be reviewed and any deficiencies determined. Schedule and procedures for the final inspection and for final correction of defects and deficiencies shall be agreed.
- 3.06 REQUESTS FOR INFORMATION (RFI): The Contractor shall deliver requests for information only to the Architect. In case all reasonable attempts to resolve an item in question have been unsuccessful, typewritten RFI's in the form which follows this Section will be accepted by the Architect at the Construction Progress Meetings. In no case will an RFI submitted by a Subcontractor or supplier directly to the Architect be responded to by the Architect.

END OF SECTION

SECTION 01 33 00

SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.01 SUMMARY: This Section covers the general requirements and procedures for submittals.

A. Submittal Requirements In This Section:

1. Schedule of submittals and transmittals.
2. Deviations and revisions.
3. Contractor's review and approval.
4. Review, corrections, resubmittals, and approval.
5. Shop Drawings, Product Data, Equipment Data, and Sample submittals.
6. Manufacturers' instructions.
7. Materials furnished under standard specifications.
8. Certificates.

B. Submittal Requirements Not In This Section:

1. Project Closeout, Section 01 70 00.
2. Warranties and guarantees, Section 01 78 13.

1.02 SUBMITTAL REQUIREMENTS: Prepare and submit the submittals specified in this Section, under other Sections, or by Modifications except as otherwise indicated, specified, or directed. All submittals shall be correctly prepared, identified, and transmitted as specified herein, unless otherwise directed. Prepare submittals according to the requirements herein and as may be specified in other Sections. The Construction Manager shall receive and review all Shop Drawings, Product Data, Samples and other submittals from the Contractor.

- A. Conformance: Do not purchase or commence any Work covered by a submittal until the pertaining submittal is approved. Work shall conform to the approved submittals and all other requirements of the Contract Documents unless revised by Modification, in which case submit revised submittals as directed or required at no extra cost to the Owner. Do not start any related Work affected by Work covered in submittals until applicable submittals are approved, especially if machinery, equipment, piping, conduit, and required arrangements and clearances are involved.
- B. Schedule of Submittals: The Contractor shall provide an itemized listing of all required submittals with scheduled date for each submittal, and shall allow reasonable times for review by the Architect and the various Consultants plus time for delivery or return. Contractor shall consult with Architect regarding major and/or large submittals and time periods required by Architect for reviews prior to preparation of the Progress Schedule. No extension of the Contract Time will be granted because of Contractor's failure to make timely and correctly prepared and transmitted submittals with adequate and approved time allowance for the checking and review periods.
- C. Transmittals: Deliver all submittals with a dated and sequence numbered transmittal letter typed on Contractor's letterhead, noted as to the initial or resubmittal status, and describing the submittal contents. Submittals are not acceptable directly from Subcontractors, suppliers, or manufacturers. In each transmittal state the Drawing numbers and Specification Section, Articles, and Paragraphs to which the submittal pertains and identify all accompanying data, catalogs, drawings, sketches, and brochures in the same manner.

- D. Deviations: Notify the Architect in transmittals of all deviations from requirements of the Contract Documents. Fully describe each deviation and all other changes required to correlate the Work including related Work. State in writing variations in costs caused by each deviation and Contractor's assumption of costs for the deviation and of all related costs if a deviation is approved.
- E. Contractor's Review and Approval of Submittals: Each submittal upon which proper execution of the Work is dependent shall bear the Contractor's review and approval stamp, dated and signed by the Contractor in every case, certifying that the Contractor has (a) reviewed, checked, and approved the submittal and coordinated submittal contents with all requirements of the Work and the Contract Documents including related Work, (b) determined and verified measurements, quantities, field construction criteria, materials and equipment including catalog numbers and identifications, and similar data, or will do so, and (c) states that Work illustrated or described in the submittal is recommended by Contractor and that Contractor's warranty will fully apply thereto.
- F. Corrections and Resubmittals: Contractor shall make corrections required by Architect, resubmit corrected submittals until approved, direct attention in writing to all revisions other than corrections required on previous submittals, and state in writing all changes in costs for such revisions and assumption of all costs for revisions and related changes the same as required for deviations in Paragraph 1.02D, "Deviations".
- G. Contractor's Check of Returned Submittals: The Contractor shall check and review all submittals returned for correction and ascertain if required corrections result in extra cost above that included in the Contract, and shall give written notice to the Architect within 5 working days if, in Contractor's opinion, extra costs result from corrections. Contractor's failure to give such notice or starting of any Work covered by a returned submittal constitutes Contractor's waiver of claim for extra costs resulting from required corrections.
- H. Review Of Submittals By Architect: Submittals will be reviewed with reasonable promptness, but only for conformance with the design concept of the Project and with information indicated on the Drawings or specified. Approval of a separate item as such will not constitute approval of the assembly in which the item functions. Approval of any submittal shall not relieve the Contractor of responsibility for any deviation from requirements of the Contract Documents or for any revision in resubmittals unless Contractor has given written notice of such deviation or revision at time of submission or resubmission and written approval has been given to the specific deviation or revision. Contractor shall be solely responsible for errors or omissions in all submittals and for all the costs resulting from all such errors or omissions including compensation for additional services of Architect and Architect's consultants and engineers made necessary thereby (which responsibility of the Contractor shall survive termination of the Contract), whether or not the submittals are reviewed and approved by Architect, and be responsible for accuracy of dimensions and quantities, adequacy of connections, and the proper and acceptable fitting, execution, functioning, and completion of the Work.
- I. Incomplete Or Inadequate Submittals: Incomplete or inadequate submittals, including submittals not correctly transmitted, titled, and identified, or not bearing the Contractor's review and approval stamp, will be returned to Contractor without review.
- J. Interrelated Submittals: Unless preparation of any submittal information is dependent upon the approval of any prior submittal, all submittals pertaining to the same class or portion of the Work shall be submitted simultaneously.
- K. Expense: All cost for the preparation, correction, delivery, and return of submittals shall be borne by the Contractor.

- L. **Delivery and Return:** Deliver submittals to the Architect's office unless otherwise directed by the Architect. Contractor or an authorized representative shall obtain returned submittals at the Architect's office only; returned submittals will not be mailed or otherwise delivered to the Contractor.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

- 3.01 **SHOP DRAWINGS:** Prepare each submittal complete showing dimensions, design criteria, materials, connections, bases, foundations, anchors, and the like, and further including such technical and performance data as is necessary to confirm the information in the Shop Drawings. Prepare Shop Drawings of same size as the Drawings or on 8-1/2" by 11" 3-hole punched vellum sheets suitable for ozalid or xerox reproduction. Copies of the Contract Drawings marked to show Shop Drawing information are not acceptable. Each Shop Drawing shall have an adequate title block giving: (1) Name and address of the Work; (2) Name and address of Contractor; (3) Name and address of each Subcontractor, Subsubcontractor, item manufacturer, or supplier, as applicable; (4) Name and address of the Architect; (5) Date, scale of Shop Drawings, and the identification number; and (6) Contractor's review and approval stamp, dated and signed. Show dimensions and identify which are based on field measurements; identify materials, products, and equipment, and show compliance with specified standards; identify any deviations from the Contract Documents; and show how the submittal contents are coordinated to the adjoining and related Work.
- A. **Initial and Resubmittals:** Submit Shop Drawings in sets consisting of the specified number of reproducible prints.
- B. **Correction and Approval of Shop Drawings:** The Architect will mark notations, corrections, exceptions, or approval on submitted transparencies for return to Contractor. The Contractor shall resubmit in the same manner if Shop Drawings are not approved.
- C. **Final Distribution:** The Contractor shall furnish and distribute prints of the approved Shop Drawings as required for performance of the Work.
- 3.02 **SAMPLES:** Unless otherwise specified, each Sample submittal shall include not less than two complete sets of Samples. One set of approved Samples and all disapproved Samples will be available for return to the Contractor. Any Samples of value retained by the Architect will be available for return to Contractor at completion of the Work if Contractor's first transmittal for the Sample requests its return. Approved Samples returned to Contractor may be installed in the Work if meeting all requirements of the Contract Documents, each location is recorded, and Samples bear temporary identification as such.
- 3.03 **PRODUCT DATA SUBMITTALS:** These submittals shall include complete lists of materials, catalog data and brochures, performance and technical data including characteristics, service history, and similar information to fully describe the products covered by the submittal.
- A. **Submittal Preparation:** Bind each submittal copy with sturdy labeled cover and include typed index listing the contents. Loose unbound submittals will be returned unreviewed. For each item listed, include the manufacturer's name and address, trade or brand name, all conditions of the manufacturer's guarantee and warranty, information to fully describe each item, and supplementary information as may be required for approval. Mark cuts, brochures, and data to indicate the items proposed and intended use as required for transmittals in Paragraph 1.02C.

- B. **Product Data Submittal Procedure:** Unless otherwise specified, submittals shall consist of four bound copies; one copy will be returned to the Contractor marked to show required corrections or approval. If corrections or changes are required, final submittal shall include four bound corrected or revised copies.
- 3.04 **EQUIPMENT DATA SUBMITTALS:** Equipment data submittals, including complete technical, performance, and catalog data, are required for every mechanical and electrical equipment item proposed for the Work, each submittal bound, indexed, and containing information and data as specified in Article 3.03, "Product Data Submittals". Each submittal shall include information covering performance and operating curves, ratings, capacities, characteristics, power efficiency, each manufacturers' standard guarantees and warranties with the terms and conditions fully described, and all other information to fully illustrate and describe the items as may be specified or required for approval. Submit in sets which cover complete systems or functioning units. Unless otherwise specified or directed, submit equipment data as specified above under Subparagraph 3.03B, "Product Data Submittal Procedure". Where applicable, include the approved equipment data in and submit with the manuals specified in Section 01 70 00.
- 3.05 **MANUFACTURERS' DETAILED INSTRUCTIONS:** Submit the manufacturers' detailed preparation and installation instructions for various materials specified to be installed in accordance with such instructions to demonstrate the adequacy and completeness of the instructions. Furnish copies to all trades involved.
- 3.06 **MATERIALS FURNISHED UNDER STANDARD SPECIFICATIONS:** For various materials specified by reference to standard or reference type specifications, prepare and submit a list of such materials stating manufacturer's names and identifications to the extent requested by the Architect or Owner.
- 3.07 **CERTIFICATES:** Each certificate required by Contract Documents shall be signed by an officer, agent, or individual lawfully authorized to execute the certificate and such authority shall be cited in the certificate by description, title, or other acceptable evidence. Certificates shall be sworn and notarized as to correctness and validity of the contents, and all copies shall be notarized to be true copies. Deliver all certificates to Architect.

END OF SECTION

SECTION 01 41 00**REGULATORY REQUIREMENTS****PART 1 - GENERAL**

- 1.01 SUMMARY: This Section covers the general requirements for the regulatory requirements pertaining to the Work and is supplementary to all other regulatory requirements mentioned or referenced elsewhere in the Contract Documents. In the event of any conflicts between requirements, the stricter requirements shall apply.
- 1.02 REQUIREMENTS OF REGULATORY AGENCIES: Pertaining statutes, ordinances, laws, rules, codes, regulations, standards, and the lawful orders of all public authorities having jurisdiction of the Work are hereby incorporated into these Contract Documents. Contractor shall make available at the site such copies of the listed documents applicable to the Work as the Owner or Architect may request including mentioned portions of the California Code of Regulations (CCR). Refer to Drawings for additional requirements and information.
- A. International Building Code (IBC), 2009 Edition and California Building Code (CBC), 2010 Edition, as adopted and amended by the County of Riverside, including research reports approved by the Building Department for materials, equipment, systems, and designs as applicable to the Work.
 - B. 2010 California Building Code (CBC), Part 2, Title 24, CCR.
 - C. Title 8 CBC, Industrial Relations, including without limitation Chapter 4, Division of Industrial Safety, Safety Orders (CAL-OSHA).
 - D. Title 24 CBC, Building Standards including architectural barrier laws and energy conservation standards.
 - E. Americans with Disabilities Act (ADA).
 - F. California Mechanical Code (UMC), current edition.
 - G. California Plumbing Code (UPC), current edition.
 - H. California Fire Code (UFC), current edition.
 - I. California Energy Code, current edition.
 - J. California Electrical Code (UEC) and National Electrical Code (NEC), current editions.
 - K. State and Local Public Health Codes, current editions.
 - L. Other statutes, ordinances, laws, regulations, rules, orders, and codes specified in other Sections of the Specifications or bearing on the Work.

END OF SECTION

SECTION 01 42 00

REFERENCES

PART 1 - GENERAL

- 1.01 SUMMARY: This Section covers the general requirements for the reference standards pertaining to the Work and is supplementary to the reference standards mentioned or referenced elsewhere in the Contract Documents.
- 1.02 REFERENCE AND STANDARD TYPE SPECIFICATIONS: Specifying by reference to standard and reference type specification documents or to another portion of the Contract Documents shall be the same as if the referenced document or portion of the Contract Documents referred to were exactly repeated at the place where such reference is made. In case of a conflict between the requirements of regulatory agencies and referenced standard and reference type specification documents, Contractor shall conform to the most restrictive requirement if such conformance is legal. The reference or standard type specification documents shall be the current issue at the time Construction Documents Phase is completed unless otherwise specified. Contractor shall make available at the site such copies of reference or standard type specification documents as the Architect or Owner may request.

END OF SECTION

SECTION 01 42 13

ABBREVIATIONS

PART 1 - GENERAL

1.01 SUMMARY: This Section covers abbreviations for documents mentioned or referenced elsewhere in the Contract Documents, and language abbreviations used in the text of the Specifications. Abbreviations in the Drawings and Specifications shall be interpreted according to recognized and well-known technical, industry, or trade meanings.

1.02 ORGANIZATION NAME ABBREVIATIONS: These abbreviations include but are not limited to the following:

| | |
|--------|---------------------------------------------------------------------------|
| AA | Aluminum Association |
| AABC | Associated Air Balance Council |
| AAMA | Architectural Aluminum Manufacturers Association |
| AASHTO | American Association of State Highway and Traffic Officials |
| ACI | American Concrete Institute |
| ADA | Americans With Disabilities Act |
| ADC | Air Diffusion Council |
| AEI | Association of Edison Illuminating Companies |
| AFBMA | Anti-Friction Bearing Manufacturers Association |
| AFI | Air Filter Institute |
| AGA | American Gas Association |
| AGMA | American Gear Manufacturers Association |
| AIMA | Acoustical and Insulating Materials Association |
| AISC | American Institute of Steel Construction, Inc. |
| AISI | American Iron and Steel Institute |
| AMCA | Air Moving and Conditioning Association, Inc. |
| ANSI | American National Standards Institute |
| ARI | Air Conditioning and Refrigeration Institute |
| ASHRAE | American Society of Heating, Refrigerating and Air Conditioning Engineers |
| ASME | American Society of Mechanical Engineers |
| ASSE | American Society of Sanitary Engineers |
| ASTM | American Society for Testing and Materials |
| AWPA | American Wood Preservers Association |
| AWPB | American Wood Preservers Bureau |
| AWPI | American Wood Preservers Institute |
| AWS | American Welding Society |
| AWWA | American Water Works Association |
| CBM | Certified Ballast Manufacturers |
| CCR | California Code of Regulations |
| CDA | Copper Development Association |
| CGA | Compressed Gas Association |
| CISPI | Cast-Iron Soil Pipe Institute |
| CS | Commercial Standard, US Department of Commerce |
| CTI | Cooling Tower Institute |
| DEMA | Diesel Engine Manufacturers Association |
| DOD- | Department of Defense (leading symbol) |
| EIA | Electronic Industries Association |
| EPA | Environmental Protection Agency |

Organization Name Abbreviations - Continued

| | |
|----------|-------------------------------------------------------------------|
| ETL | Electrical Testing Laboratories |
| FAA | Federal Aviation Administration |
| FCC | Federal Communications Commission |
| Fed Spec | Federal Specification or Standard |
| FIA | Factory Insurance Association |
| FM | Factory Mutual |
| HI | Hydraulic Institute |
| IEEE | Institute of Electrical and Electronic Engineers |
| IES | Illuminating Engineering Society |
| IPCEA | Insulated Power Cable Engineers Association |
| ISO | International Standards Organization |
| MIL- | Military Specification or Standard (leading symbol) |
| MSS | Manufacturers Standardization Society |
| NAAMM | National Association of Architectural Metal Manufacturers |
| NAFM | National Association of Fan Manufacturers |
| NBS | National Bureau of Standards |
| NEBB | National Environmental Balancing Bureau |
| NEC | National Electrical Code |
| NEMA | National Electrical Manufacturers Association |
| NFC | National Fire Code |
| NFPA | National Fire Protection Association |
| NIST | National Institute of Standards and Technology |
| NSF | National Sanitation Foundation |
| NWMA | National Woodwork Manufacturers Association |
| OSA | Office of the State Architect |
| OSHPD | Office of State Health Planning and Development |
| PDI | Plumbing and Drainage Institute |
| PS | Product Standard, US Department of Commerce |
| REA | Rural Electrification Administration |
| RIS | Redwood Inspection Service |
| SAE | Society of Automotive Engineers |
| SFM | State Fire Marshal |
| SMACNA | Sheet Metal and Air Conditioning Contractors National Association |
| SSPC | Steel Structures Painting Council |
| UL | Underwriters' Laboratories, Inc. |
| WCLIB | West Coast Lumber Inspection Bureau |
| WIC | Woodwork Institute of California |
| WWPA | Western Wood Products Association |

1.03 TEXT ABBREVIATIONS: Text abbreviations include but are not limited to the following:

| | |
|------------|---------------------------------|
| AMP or amp | Ampere |
| CFM or cfm | Cubic feet per minute |
| CY or cy | Cubic yard |
| FPM or fpm | Feet per minute |
| FPS or fps | Feet per second |
| GPM or gpm | Gallons per minute |
| Kip or kip | Thousand pounds |
| Ksi or ksi | Thousand pounds per square inch |
| Ksf or ksf | Thousand pounds per square foot |
| KV or kv | Kilovolt |

Text Abbreviations - Continued

| | |
|------------|------------------------|
| KVA or kva | Kilovolt amperes |
| KW or kw | Kilowatt |
| KWH or kwh | Kilowatt hour |
| LF or lf | Linear foot |
| MPH or mph | Miles per hour |
| PCF or pcf | Pounds per cubic foot |
| PSF or psf | Pounds per square foot |
| PSI or psi | Pounds per square inch |
| SF or sf | Square foot |
| SY or sy | Square yard |
| PSY or psy | Per square yard |
| ' | Feet (as in 5'-0") |
| " | Inch (as in 5'-0") |

PART 2 - PRODUCTS (Not applicable to this Section)

PART 3 - EXECUTION (Not applicable to this Section)

END OF SECTION

SECTION 01 42 16

DEFINITIONS

PART 1 - GENERAL

- 1.01 SUMMARY: This Section covers the definitions supplementary to those given elsewhere in the Contract Documents.
- 1.02 DEFINITIONS:
- A. References to Drawings: Words such as "shown", "indicated", "detailed", "scheduled", "noted", and words of similar import shall mean that reference is made to the information on the Drawings unless stated otherwise.
 - B. Actions of Architect: Such words as "directed", "designated", "selected", and words of similar import shall mean the direction, designation, selection, or similar action of the Architect is intended unless stated otherwise.
 - C. Required: The word "required" and words of similar import shall mean "as required to complete the Work" and "required by the Architect", as is applicable to the context of the place where used, unless stated otherwise.
 - D. Perform: The word "perform" shall mean that Contractor, at Contractor's expense, shall perform all the operations necessary to complete the Work or the mentioned portions of the Work, including furnishing and installing materials as are indicated, specified, or required to complete such performance.
 - E. Provide: The word "provide" shall mean that Contractor, at Contractor's expense, shall furnish and install the Work and mentioned portion of the Work, complete in place and ready for the intended use. This definition applies the same to future, present, and past tenses except "provided" may mean "contingent upon" where such is the context.
 - F. Complete: The word "complete" shall mean that Contractor, at Contractor's expense, shall furnish and install the Work and mentioned portion of the Work, complete in place, ready for the intended use, and conforming to requirements of the Contract Documents, including all ancillary labor and materials required for such completion.
 - G. Equal: Words such as "equal", "approved equal", "equivalent", and terms of similar import shall be understood to be followed by the phrase "in opinion of the Architect" unless stated otherwise.
 - H. Approval: The words "approved", "approval", and words of similar import shall mean that approval of the Architect, or similar import, is intended unless stated otherwise.
 - I. Acceptance: The words "acceptable", "acceptance", and words of similar import shall mean that approval or acceptance of the Owner, or similar import, is intended unless stated otherwise.
 - J. Submit: The words "submit", "submittal", "submission", and other terms of like import shall include the meaning of the phrase "submit to the Architect for approval" unless otherwise stated.
 - K. Expense: Such phrases as "at Contractor's expense", "at no extra cost to Owner", "with no extra compensation to Contractor", or phrases of similar import shall mean that Contractor shall perform or provide the operation or Work with no increase to the Contract Sum stated in the Agreement.

- L. **By Others:** Wherever the phrase "by others", or phrases of similar import, occurs on the Drawings or in the Specifications, the intent is to mean that the mentioned or involved portion of the Work, or described operation for the Work, so identified is to be performed or provided by other Subcontractor(s) or by other trade(s), or by Contractor's forces; however, in all cases the Work or operation so identified by the phrase is a part of the complete Work to be provided by the Contractor and forms a part of the Work and Contractor's responsibilities under the Contract Documents unless specifically otherwise defined, indicated, noted, or specified elsewhere in the Contract Documents.
- M. **Fees and Charges:** To the extent indicated or specified, Contractor shall secure permits, governmental authorizations, licenses, inspections, and all similar requirements and pay all costs relating thereto no matter how such costs are defined by the political subdivision, public authorities or agencies, public or private utilities, telephone companies, quasi-governmental entities, special and service districts, or other agencies involved.
- N. **Language:** Specifications are written in a modified brief style consistent with clarity. Such words as "the", "shall", "will", and "all" are generally not used. Words and phrases requiring an action or performance, such as "perform", "provide", "erect", "install", "furnish", "connect", "test", "coordinate", and words and phrases of similar import shall be understood to be preceded by the phrase "The Contractor shall" unless otherwise stated. The requirements indicated and specified apply to all Work of the same kind, class, and type, even if the word "all" is not stated.
- O. **Titling and Arrangement:** The titles of Articles, Paragraphs, and Subparagraphs and other identifications of subject matter in the Specifications are intended only as an aid in locating and recognizing the various requirements in the Specifications. Except where titling forms part of the text, such as beginning words of a sentence or where the title establishes the subject, titles are subordinate to and do not define, limit, or restrict the Specification text. Underlining or capitalizing of words in the text does not signify or mean that such words convey special or unique meanings having precedence over any other part of the Contract Documents. Specification text shall govern over titling and shall be understood to be and interpreted as a whole. The listings of various parts of Work to be included or not included under various Sections of the Specifications are for convenience only and do not control the Contractor in dividing the Work among the Subcontractors or establish the extent of the Work to be performed or provided by any Subcontractor or trade. Contractor is solely responsible for providing the complete Work without respect to where or how the various parts of the Work may be indicated or specified. The sequence of Articles, Paragraphs, Subparagraphs, and Sub-subparagraphs in the Specifications text is defined by the sequence 1.01A.1.a.(1)(a).

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION

SECTION 01 43 00
QUALITY ASSURANCE

PART 1 - GENERAL

- 1.01 SUMMARY: The Contractor is responsible for establishing and implementing a Quality Assurance program that ensures timely and cost-effective completion of the Work.
- 1.02 STATEMENT OF AGREEMENT: The Contract Documents have been checked by the Architect and to the best of the Architect's knowledge and belief are reasonably free from errors, omissions, conflicts, inconsistencies, code violations, and improper use of materials. To identify any problems which may remain in the Contract Documents, and to expedite their resolution, the Contractor shall follow the procedures described herein.
- A. Contractor's Examination: The Contractor shall carefully study and compare all Contract Documents and at once report to the Architect in writing any error, omission, conflict, inconsistency, or code violation the Contractor may discover.
- B. Subcontractor Examination: The Contractor shall require that each Subcontractor read and comply with requirements of this Section, study and compare Specification Sections which cover the Work of each Subcontractor, and report to Contractor in writing any error, omission, conflict, inconsistency, or code violation any Subcontractor may discover.
- C. Non-Responsibility: Compliance with these requirements does not obligate the Contractor, or any Subcontractor, to correct the problems that are so identified without written instructions from the Owner or Architect.
- D. Statements: Before awarding any subcontract, or starting any Work with Contractor's own forces, the Contractor, and each Subcontractor through the Contractor, shall complete and submit to the Owner a Statement of Agreement as specified herein. The Statement of Agreement is included in this Section for information, reproduction, and distribution by the Contractor. Complete the item entitled "Exceptions" by indicating "No Exceptions", or list exceptions together with any errors, omissions, conflicts, inconsistencies, code violations, improper use of materials, usage of materials contrary to the involved manufacturer's instructions or usage that voids the manufacturer's guarantee or warranty, discovered in the Contract Documents.
- E. Resolution of Exceptions: Contractor shall resolve all exceptions which are identified as described above with the Owner and Architect before awarding applicable subcontracts. If any of the completed Statements of Agreement identify conflicts or conditions which interfere with structural integrity, function, or architectural appearance of the Work, and which cannot be resolved without additional cost to the Contractor, the Contractor shall inform the Owner in writing. Any Work involving identified exceptions performed prior to receipt of instructions from the Owner will be done at Contractor's risk.
- F. Delivery: All Statements of Agreement required herein shall be delivered to the Owner prior to execution of the Owner-Contractor Agreement.

(Section Continues)

STATEMENT OF AGREEMENT

Undersigned acknowledges that, in the process of preparing a bid for referenced category of Work, undersigned has examined, read and understands requirements of all of the Contract Documents (including specifications and drawings) describing Work categories for which undersigned is directly responsible, and all those related Sections which include additional requirements for cooperation, coordination, and compliance.

Undersigned acknowledges the obligation to identify below any errors, omissions, conflicts, code violations, and improper use of materials, including usage that is contrary to manufacturers' instructions or voids manufacturer's guarantee or warranty, discovered in Contract Documents that could interfere with the timely completion of the Work, or increase the cost of that category of Work for which the undersigned is responsible.

Except as noted below, undersigned has no objection to or reservation about the work to be accomplished or the materials to be furnished or conditions under which they will be installed; and is satisfied that the undersigned can fully complete the applicable contractual responsibilities in a workmanlike manner without extensive modifications to the Work or additional expense.

CATEGORY OF WORK:

SPECIFICATION SECTION(S):

EXCEPTIONS:

SUBMITTED BY (Firm):

SIGNED BY:

DATE:

NAME AND TITLE:

END OF SECTION

SECTION 01 45 00

QUALITY CONTROL

PART 1 - GENERAL

1.01 SUMMARY: This Section covers general requirements for quality control of the Work, including testing and inspection procedures.

A. Requirements In This Section:

1. Testing laboratory or agency.
2. Soils Engineer.
3. Coordination of tests and inspections.
4. Test costs and reports.
5. Inspections, continuous and special, and inspection costs.
6. Contractor-furnished assistance.
7. Verification of conditions.

B. Requirements Specified Elsewhere:

1. Specific test procedures to be performed in accordance with this Section.
2. Testing of mechanical and electrical systems.
3. Testing of conveying systems.
4. Testing of materials specified to be tested by other agencies under other Sections.

1.02 GENERAL QUALITY CONTROL REQUIREMENTS: Materials to be furnished under the Contract are subject to testing and inspection for compliance with the requirements of the Contract Documents.

B. Testing Laboratory: The licensed Testing Laboratory certified as meeting requirements of ASTM D3666, D3740, E329, E543, and E548, as applicable to Work involved and approved by Owner, referred to hereafter as Testing Laboratory. Perform all testing under the supervision and control of a registered civil engineer employed by the Testing Laboratory and registered in the State where the Work is located.

C. Soils Engineer: The registered professional Geotechnical, Foundation, or Soils Engineer employed and paid by the Owner and hereafter referred to as the Soils Engineer.

D. Disqualified Material: Any material shipped or delivered to the site by Contractor from the source of supply prior to having satisfactorily passed required testing and inspection, or prior to the receipt of a notice from the Architect that such testing and inspection will not be required, shall not be incorporated in the Work.

1.03 COORDINATION OF TESTS AND INSPECTIONS: The Contractor shall initiate and coordinate testing and inspections required by the Contract Documents and public authorities having jurisdiction of the Work.

A. Notification: Contractor shall notify Owner a sufficient time in advance of manufacture of material to be supplied by Contractor which, by requirements of Contract Documents, must be specially tested at the source of supply or the factory (excluding standard factory tests) in order that Owner may arrange for testing.

- 1.04 TEST SAMPLES: Furnish and deliver Samples of materials to be tested at no extra cost to Owner. Test samples will be selected by the Architect, Inspector, or Testing Laboratory and not by the Contractor.
- 1.05 TEST PROCEDURES: Testing Laboratory shall perform tests according to ASTM or other methods of test specified for various materials in other Sections. If no procedure or test method is specified, testing shall conform to the material specification referenced except as otherwise directed. Testing Laboratory shall tag, seal, label, record, or otherwise adequately identify materials for testing and no such materials shall be used or installed in the Work until test result reports are submitted and approved, excepting only those materials specified to be placed or installed prior to testing. Repeat applicable tests at specified intervals, whenever source of supply is changed, or whenever the characteristics of materials change or vary in the opinion of Owner or Architect.
- 1.06 TEST COSTS: The Owner will pay for tests performed by the Testing Laboratory except Contractor shall reimburse Owner for retesting costs caused by failure of materials to pass initial tests. Contractor shall arrange and pay for all other testing.

1.07 TEST REPORTS: Furnish and deliver copies of each test report, signed and certified by Testing Laboratory supervising engineer, as follows:

| | Copies: |
|--------------------------------------------------|---------|
| Owner..... | 1 |
| Architect..... | 2 |
| Structural Engineer (structural tests only)..... | 1 |
| Contractor..... | 2 |
| Building Department..... | 1 |

1.08 INSPECTIONS, CONTINUOUS AND SPECIAL:

- A. Inspections: Continuous and special inspections shall be performed by Registered Deputy or Special Inspectors (hereafter referred to as Inspector) as required by the Contract Documents and Building Code. During course of Work under inspection, each Inspector shall submit detailed reports relative to the progress and condition of the Work including variances from Contract Documents, and stipulating dates, hours, and locations of the inspections.
- B. Inspection Costs: The Owner will employ the Inspector and pay for continuous and special inspections.
- C. Reimbursement of Inspection Cost: Contractor shall reimburse to the Owner all or any part, as the Owner may deem just and proper, of the actual excessive inspection costs incurred by the Owner due to any or all of the following:
 - 1. Contractor's failure to complete entire Work within the Contract Time stated in the Agreement, and any previously authorized extensions thereof.
 - 2. Claims between separate contractors.
 - 3. Covering of Work before required inspections or tests are performed.
 - 4. Extra inspections for Contractor's correction of defective Work.
 - 5. Overtime costs for acceleration of Work for Contractor's convenience.
- D. Approvals Required by Others: If the laws, ordinances, rules, regulations or orders of any public agency having jurisdiction require any of the Work to be specifically inspected, tested, or

approved by some authority other than Owner, Architect, or Contractor, the Contractor shall give required notices, make all arrangements, deliver to Architect certificates of inspection, testing, or approval of such authority, and pay all costs therefor unless otherwise provided in the Contract Documents.

- 1.09 **CONTRACTOR-FURNISHED ASSISTANCE:** When requested, Contractor shall furnish access, facilities, and labor assistance as necessary for the duties to be performed at the site by Testing Laboratory and Inspector including furnishing ladders, hoisting, temporary lighting, water supply, hoses, and like services.

PART 2 – PRODUCTS (Not Applicable to this Section)

PART 3 – EXECUTION (Not Applicable to this Section)

END OF SECTION

SECTION 01 60 00

PRODUCT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. General product requirements.
- B. Transportation, handling, storage and protection.
- C. Product option requirements.
- E. Substitution limitations and procedures.

1.02 RELATED REQUIREMENTS

- A. Section 01 61 16 - Volatile Organic Compound (VOC) Content Restrictions: Requirements for VOC-restricted product categories.
- B. Section 01 74 19 - Construction Waste Management and Disposal: Waste disposal requirements potentially affecting packaging and substitutions.

1.03 REFERENCE STANDARDS

- A. 16 CFR 260 - Guides for the Use of Environmental Marketing Claims; Federal Trade Commission; current edition.

1.04 SUBMITTALS

- A. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- B. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- C. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
 - 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns..

PART 2 PRODUCTS

2.01 NEW PRODUCTS

- A. Provide new products unless specifically required or permitted by the Contract Documents.
- B. Do not use products having any of the following characteristics:
 - 1. Made using or containing CFC's or HCFC's.
- C. Where all other criteria are met, Contractor shall give preference to products that:
 - 1. Are extracted, harvested, and/or manufactured closer to the location of the project.
 - 2. Result in less construction waste.

2.02 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Use a product of one of the

manufacturers named and meeting specifications, no options or substitutions allowed.

- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

PART 3 EXECUTION

3.01 SUBSTITUTION PROCEDURES

- A. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.
- B. A request for substitution constitutes a representation that the submitter:
 - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
 - 2. Will provide the same warranty for the substitution as for the specified product.
 - 3. Will coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.
 - 4. Waives claims for additional costs or time extension that may subsequently become apparent.
- C. Substitution Submittal Procedure:
 - 1. Submit three copies of request for substitution for consideration. Limit each request to one proposed substitution.
 - 2. Submit shop drawings, product data, and certified test results attesting to the proposed product equivalence. Burden of proof is on proposer.
 - 3. The Architect will notify Contractor in writing of decision to accept or reject request.

3.02 TRANSPORTATION AND HANDLING

- A. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- B. Transport and handle products in accordance with manufacturer's instructions.
- C. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- D. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- E. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.
- F. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

3.03 STORAGE AND PROTECTION

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication.
- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store with seals and labels intact and legible.
- D. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.
- E. For exterior storage of fabricated products, place on sloped supports above ground.
- F. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.

- G. Prevent contact with material that may cause corrosion, discoloration, or staining.
- H. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- I. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

END OF SECTION

SECTION 01 61 16

VOLATILE ORGANIC COMPOUND (VOC) CONTENT RESTRICTIONS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. VOC restrictions for product categories listed below under "DEFINITIONS."
- B. All products of each category that are installed in the project must comply; Owner's project goals do not allow for partial compliance.

1.02 DEFINITIONS

- A. VOC-Restricted Products: All products of each of the following categories when installed or applied on-site in the building interior:
 - 1. Adhesives, sealants, and sealer coatings.
 - 2. Carpet.
 - 3. Carpet cushion.
 - 4. Carpet tile.
 - 5. Paints and coatings.
 - 6. Cabinet work.
 - 7. Composite wood and agrifiber products used either alone or as part of another product.
- B. Interior of Building: Anywhere inside the exterior weather barrier.
- C. Adhesives: All gunnable, trowelable, liquid-applied, and aerosol adhesives, whether specified or not; including flooring adhesives, resilient base adhesives, and pipe jointing adhesives.
- D. Sealants: All gunnable, trowelable, and liquid-applied joint sealants and sealant primers, whether specified or not; including firestopping sealants and duct joint sealers.

1.03 SUBMITTALS

- A. See Section 01 33 00 - Submittal Requirements, for submittal procedures.
- B. Evidence of Compliance: Submit for each different product in each applicable category.
- C. Product Data: For each VOC-restricted product used in the project, submit product data showing compliance, except when another type of evidence of compliance is required.
- D. Installer Certifications for Accessory Materials: Require each installer of any type of product (not just the products for which VOC restrictions are specified) to certify that either 1) no adhesives, joint sealants, paints, coatings, or composite wood or agrifiber products have been used in the installation of his products, or 2) that such products used comply with these requirements.

1.04 QUALITY ASSURANCE

- A. Testing Agency Qualifications: Independent firm specializing in performing testing and inspections of the type specified in this section.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Adhesives and Joint Sealants: Provide only products having volatile organic compound (VOC) content not greater than required by South Coast Air Quality Management District Rule No.1168.

1. Evidence of Compliance: Acceptable types of evidence are:
 - a. Report of laboratory testing performed in accordance with requirements.
- B. Aerosol Adhesives: Provide only products having volatile organic compound (VOC) content not greater than required by GreenSeal GS-36.
 1. Evidence of Compliance: Acceptable types of evidence are:
 - a. Current GreenSeal Certification.
- C. Paints and Coatings:
 1. Provide coatings that comply with the most stringent requirements specified in the following:
 - a. 40 CFR 59, Subpart D--National Volatile Organic Compound Emission Standards for Architectural Coatings.
 2. Determination of VOC Content: Testing and calculation in accordance with 40 CFR 59, Subpart D (EPA Method 24), exclusive of colorants added to a tint base and water added at project site; or other method acceptable to authorities having jurisdiction.
 3. Evidence of Compliance: Acceptable types of evidence are:
 - a. Report of laboratory testing performed in accordance with requirements.
 - b. Published product data showing compliance with requirements.
- D. Carpet and Adhesive: Provide products having VOC content not greater than that required for CRI Green Label Plus certification.
 1. Evidence of Compliance: Acceptable types of evidence are:
 - a. Current Green Label Plus Certification.
 - b. Report of laboratory testing performed in accordance with requirements.
- E. Carpet Tile and Adhesive: Provide products having VOC content as specified in Section 09 68 13.
- F. Composite Wood and Agrifiber Products and Adhesives Used for Laminating Them: Provide products having no added urea-formaldehyde resins.
 1. Evidence of Compliance: Acceptable types of evidence are:
 - a. Published product data showing compliance with requirements.

PART 3 EXECUTION

3.01 FIELD QUALITY CONTROL

- A. Owner reserves the right to reject non-compliant products, whether installed or not, and require their removal and replacement with compliant products at no extra cost to Owner.
- B. All additional costs to restore indoor air quality due to installation of non-compliant products will be borne by Contractor.

END OF SECTION

SECTION 01 63 00

PRODUCT SUBSTITUTION PROCEDURES

PART 1 - GENERAL

- 1.01 SUMMARY: This Section covers general requirements pertaining to product substitution procedures.
- 1.02 SUBMITTALS: Submittals required for proposed substitutions shall conform to Section 01 33 00.
- 1.03 PROPOSED SUBSTITUTION PROCEDURES:
- A. Prior to Receipt of Bids: Submit proposed substitutions to Architect not less than 10 working days prior to Bid Date. The Architect may require submission of Drawings, Product Data, Samples, and other information in approved form for consideration of proposed substitutions. All Bidders will be notified of approved substitutions.
 - B. After Award of Contract: Submit proposed substitutions to Architect within 35 days after the date a Notice to Proceed is issued or the Agreement is executed, whichever is the earlier. Submit proposed substitutions relating to a particular Subcontract or trade at one time on the specified Substitution Request Form listing proposed items to be substituted for indicated or specified items, and stating amounts for variations in costs. Include Shop Drawings, Product Data, Samples, and other information to extent requested by the Architect. After said time period, proposed substitutions will not be considered unless a specified product is no longer available for causes beyond control of the Contractor, and the Contractor verifies this fact and furnishes complete evidence thereof satisfactory to the Owner and Architect, or a change in governing regulatory requirements makes a revision in design or material usage mandatory.
 - C. Approval or Rejection: Approval or rejection of proposed substitutions is at the Owner's discretion. The Owner's judgement will be final and will include consideration of the following factors among others in comparing equality of proposed substitutions with indicated or specified requirements: (1) Quality of the materials, structural strength, construction, fabrication, and performance and function, mechanically and technically; (2) Appearance and finish, or surface characteristics permitting required finish to be applied; (3) If proposed substitutions require altering arrangement of adjoining or related Work, resulting arrangements must be equal in convenience, practicality, and appearance to the original arrangement; (4) Products equal in quality and utility are usually competitive products and nominally equal in price. If approval is requested for materials or equipment more economical than the specified products the Owner may require the specified products with no increase to the Contract Sum; (5) An inequality in the availability of replacement parts or in maintenance services may be a determining factor, and; (6) Code approvals and service history.
 - D. Resubmission of Proposed Substitutions: Do not resubmit any previously rejected proposed substitutions in modified form. Upon rejection of a proposed substitution, Bidder may submit another proposed substitution within time limits stated above. If the second proposed substitution is rejected or not received by the Architect within the specified time, provide only indicated and specified Work at no additional cost to Owner.
 - E. Compliance: Use of approved substitutions does not relieve the Contractor from full compliance with the Contract Documents. The Contractor shall bear all extra expense resulting from approved substitutions where approved substitutions affect adjoining or related Work.
 - F. Unauthorized Substitutions: If substitute materials are installed without prior approval, remove all the unauthorized materials and install those indicated or specified, at no extra cost to the Owner.

- 1.04 **SUBSTITUTION REQUEST FORM:** Submit proposed substitutions on the following Substitution Request Form which may be duplicated for use. Attach additional pages and/or data as specified and required for consideration of proposed substitutions.

END OF SECTION

November 2013

SECTION 01 63 00

SUBSTITUTION REQUEST FORM

TO: DLR Group
4280 Latham Street, Suite H
Riverside, Calif. 92501

Project: RCIT Press Enterprise TI

SECTION PARAGRAPH SPECIFIED ITEM

PROPOSED SUBSTITUTE: _____

Attach a complete description, designation, catalog or model number, Spec Data Sheet or equivalent, and all other technical data, including laboratory tests if applicable. Fill in blanks below:

1. Will substitution affect dimensions indicated on Drawings?

2. Will substitution affect wiring, piping, ductwork, etc. on the Drawings?

3. What effect will substitution have on other trades? _____
4. Differences between proposed substitute and specified item? _____
5. Reason for substitution? _____
6. Will the undersigned pay for Architectural/Engineering costs required to revise the Contract Drawings caused by this substitution? _____
7. Manufacturer's guarantees of specified items and proposed items are?
Same _____ Different (explain) _____

Submitted by:

Firm

Address

Date Phone _____

REVIEW COMMENTS

Accepted

Accepted as noted
(See attached copy)

Not Accepted

Received too late

By _____

Remarks _____

SECTION 01 70 00
PROJECT CLOSE-OUT

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Contract General Conditions.

1.02 SUMMARY

- A. This Section specifies administrative and procedural requirements for project close-out, including but not limited to:

1. Final inspection procedures.
2. Operating and maintenance manual submittal
3. HVAC balance report
4. Spare parts/materials
5. Keys/keying
6. Submittal of warranties
7. Training
8. Record drawings and specifications
9. Fire Marshal inspection
10. Other regulatory inspections
12. Removal of temporary facilities
13. Final cleaning
14. Commissioning/equipment startup

1.03 PUNCH-LIST INSPECTION

- A. When each building/phase is, in the opinion of the Contractor, complete in all respects, the Contractor shall call for a punch-list inspection.
- B. Inspection Procedures: On receipt of a request for inspection, the Owner's Representative will schedule the inspection. The Architect will then perform a preliminary walk-through. If, in the judgment of the Owner's Representative and the Architect, the project is not sufficiently complete in all respects, the Owner's Representative will so advise the Contractor and discontinue the inspection.
1. The Owner's Representative and Architect will repeat inspection when requested and assured that the work has been completed.
 2. Results of the completed inspection will form the basis of requirements for final acceptance punch-list.

1.04 RECORD DOCUMENT SUBMITTAL

- A. General: Do not use record documents set as a working drawing set for construction purposes. Protect from deterioration and loss in a secure, fire-resistive location. Provide access to record documents for the Owner's and the Architect's reference during normal working hours throughout the course of the Project.
- B. Record Drawings: Maintain a clean, undamaged set of blue or black line prints of

Contract Drawings and Shop Drawings. Mark the set to show the actual installation where the installation varies from the Work as originally shown or specified. Mark whichever drawing is most capable of showing conditions fully and accurately; where Shop Drawings are used, record a cross-reference at the corresponding location on the Contract Drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date.

1. Mark record sets with red erasable pencil; use other colors to distinguish between variations in separate categories of the work.
 2. Mark new information that is important to Owner's, but was not shown on Contract Drawings or Shop Drawings. Show all utilities, obstructions, etc. not previously noted in the Contract Documents, but discovered through completion of the work.
 3. Note related Change Order, Field Instruction and RFI numbers where applicable.
 4. Update Record Drawings at a minimum of once per week throughout the course of the Project.
 5. Organize record drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates and other identification on the cover of each set.
 6. Upon completion of the work, submit Record Drawings to the Owner's Representative for further processing.
- C. Record Specifications: Maintain one complete copy of the Project Specifications, including addenda, and one copy of other written construction documents such as Change Orders, Field Instructions, RFI's and modifications issued in printed form during construction. Mark these documents to show substantial variations in actual work performed in comparison with the text of the Specifications and modifications. Give particular attention to substitutions, selection of options and similar information on elements that are concealed or cannot otherwise be readily discerned later by direct observation. Note related record drawing information and Product Data.
1. Upon completion of the work, submit record Specifications to the Architect for Owner's records.
- D. Operating and Maintenance Manuals: Submit three (3) sets to the Architect for review and approval.

1.05 CLOSE-OUT PROCEDURES: Close-out Meeting

- A. The Owner's Representative will call for a Project close-out meeting approximately four to six weeks prior to the anticipated completion date.
1. At this meeting a completion Action List will be prepared listing all major items required to be completed prior to the issuance of the Notice of Completion.
 2. The action-list shall assign a responsibility and a projected completion date to each item.
 3. The contractor shall be solely responsible for the timely completion of all required close-out items.

1.06 FINAL CLEANING

- A. General Cleaning: General cleaning during the construction period is required by the General Conditions and included in Section 01 50 00 "Temporary Facilities".
- B. Cleaning Standards: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to the condition expected in a normal, commercial building cleaning and maintenance program. Comply with manufacturer's instructions.
 - 1. Complete the following cleaning operations before requesting inspection for Certification of Completion.
 - a. Remove labels that are not permanent labels. Remove temporary protective coverings from finish hardware, toilet accessories and other items.
 - b. Clean transparent materials, including mirrors and glass in doors and windows (inside and outside). Remove glazing compound and other substances that are noticeable vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials.
 - c. Clean exposed exterior and interior hard-surfaced finishes to a dust-free condition, free of stains, films and similar foreign substances. Restore reflective surfaces to their original reflective condition.
 - d. Leave concrete floors broom clean. Thoroughly clean all finish flooring materials in accordance with manufacturer recommendations to as-new condition. Remove any stains, films, or foreign materials. Thoroughly vacuum all carpets and shampoo if necessary.
 - e. Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication and other substances. Clean and polish plumbing fixtures to a sanitary condition. Clean light fixtures, lamps and lenses.
 - f. Clean the site, including landscape development areas, of rubbish, litter and foreign substances. Sweep paved areas broom clean; remove stains, spills and other foreign deposits.
- C. Pest Control: Engage an experienced licensed exterminator to make a final inspection, and rid the project of rodents, insects and other pests.
- D. Removal of Protection: Remove temporary protection and facilities installed for protection of the work during construction and repair site to previous conditions.
- E. Compliance: Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the Owner's property. Do not discharge volatile, harmful or dangerous materials into drainage systems. Remove waste materials from the site and dispose of in a lawful manner. Where extra materials of value remaining after completion of associated work have become the Owner's property, arrange for disposition of these materials as directed.

1.07 FINAL ACCEPTANCE

- A. Preliminary Procedures: Before requesting final inspection for certification of Owner's and Architect's final acceptance, complete the following:
1. Submit a certified copy of the Architect's final inspection list of items to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, and the list has been endorsed and dated by the Architect and the Owner's Representative.
- B. Re-inspection Procedure: The Trustees and Architect will re-inspect the work upon receipt of notice that the work, including inspection list items from earlier inspections, has been completed, except items whose completion has been delayed because of circumstances acceptable to the Trustees.
1. Upon completion of re-inspection, the Architect will prepare and submit to The Trustees, a certificate of final acceptance, or advise the Contractor of work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance.
 2. Upon final acceptance by the Trustees and the Architect, the Owner's Representative will then prepare a letter to the Trustees stating that the project has been constructed in accordance with the contract documents and is complete in all respects.
- C. Completion Schedule: All punchlist corrections shall be completed by Contractor within 30 days after Substantial Completion or the contract completion date, whichever is earlier. The Trustees reserve the right to complete any outstanding punchlist work remaining after the thirty day period at Contractor's expense.
- D. Additional Inspections: Should additional re-inspections be required, Contractor shall reimburse Trustees for Owner's Representative's and Architect's account for time spent in conducting additional re-inspections at a rate of 2.5 times rate of Direct Personnel Expense (DPE). Direct Personnel Expense is defined as direct salaries of Owner's Representative's and Architect's personnel engaged on Project and portion of costs of mandatory and customary contributions and benefits related thereto, including employment taxes and other statutory benefits, insurance, sick leave, holidays, vacations, pensions, and similar contributions and benefits.

END OF SECTION

SECTION 01 71 00

EXAMINATION

PART 1 - GENERAL

- 1.01 SUMMARY: This Section covers general requirements for examination of Work in place and conditions, correction of unsatisfactory conditions, and manufacturer participation where specified.
- 1.02 VERIFICATION OF CONDITIONS:
- A. Examination of Work In Place: Prior to installing any part of the Work, the installing Contractor, Subcontractor, or Sub-subcontractor of any tier shall inspect the Work in place to receive the Work to be installed and arrange for correction of defects in the existing workmanship, material, or conditions that may adversely affect Work to be installed. Such inspections shall include test applications of materials to be installed as required to establish the correct condition of surfaces and substrates involved.
 - B. Acceptance of Conditions: Installation of products, materials, or equipment on, into, or connected to the Work in place is acceptance by the installing Contractor, Subcontractor, or Sub-subcontractor of any tier of such Work in place as being in proper condition to receive the products, materials, or equipment to be applied, installed, or connected and waiver of claim that the Work in place is defective as pertains to warranty requirements, excluding unascertainable or concealed conditions.
- 1.03 MANUFACTURER PARTICIPATION: Where Specifications require any product, material, or item of equipment to be installed or applied under the supervision or inspection of the material manufacturer or its representative, the manufacturer or its representative also shall inspect the Work in place and, if the Work in place is satisfactory to the manufacturer, issue a letter of approval of the existing conditions, surfaces, or substrates, as applicable, to the Architect and the Contractor; however, if such conditions, surfaces, or substrates are not satisfactory, the manufacturer or its representative shall issue a letter to Architect and Contractor fully detailing and describing the unsatisfactory conditions and corrections required. When all corrections so required are done, manufacturer or its representative shall re-inspect the Work involved and, if satisfactory, issue the said letter of approval. The Contractor shall give timely notice to the involved manufacturers, make necessary arrangements for manufacturers' supervision or inspection, and verify the specified manufacturers' letters are issued.

END OF SECTION

SECTION 01 73 29
CUTTING AND PATCHING

PART 1 - GENERAL

1.01 Related Documents

- A. Contract General Conditions.
- C. Section 01 31 13: Coordination.
- D. Section 01 33 00: Submittals.

1.02 Summary

- A. This Section specifies administrative and procedural requirements for cutting and patching.
- B. Work included in this Section:
 - 1. Cutting and patching not required to be performed as part of the work of other sections.
 - 2. Cutting and patching existing work altered or disturbed to accommodate new construction.
 - 3. Cutting and patching existing work damaged or defaced during new construction as required to restore to previously existing (or better) condition.
 - 4. Cutting and patching required to:
 - a. Install or correct non-coordinated work.
 - b. Remove and replace defective and non-conforming work.
 - c. Remove samples of installed work for testing.
- C. Refer to other Sections and drawings for specific requirements of the extent and limitations applicable to cutting and patching, demolishing, or altering existing work of specific trades and/or divisions.
 - 1. Requirements of this Section also apply to mechanical and electrical installations. Refer to Division 23 and Division 26 Sections for additional requirements and limitations applicable to cutting and patching mechanical and electrical installations.

1.03 Submittals

- A. Cutting and Patching Proposal: Where approval of procedures for cutting and patching is required before proceeding, submit a proposal describing procedures well in advance of the time cutting and patching will be performed and request approval to proceed. Include the following information, as applicable, in the proposal:
 - 1. Describe the extent of cutting and patching required and how it is to be

performed.

2. Describe anticipated results in terms of changes to existing construction; include changes to structural elements and operating components as well as changes in the building's appearance and other significant visual elements.
3. List products to be used and firms or entities that will perform work.
4. Indicate dates when cutting and patching is to be performed.
5. List utilities that will be disturbed or affected, including those that will be relocated and those that will be temporarily out-of-service. Indicate how long service will be disrupted.
6. Where cutting and patching involves addition of reinforcement to structural elements, submit details to show how reinforcement is integrated with the original structure.
7. Approval by the Architect to proceed with cutting and patching does not waive the Architect's right to later require complete removal and replacement of a part of the Work found to be unsatisfactory.
8. Effects on Riverside County operations and on concurrent operations construction by other contractors.

1.04 Quality Assurance

A. Requirements for Structural Work: Do not cut and patch structural elements in a manner that would reduce their load-carrying capacity or load-deflection ratio.

1. Obtain approval from the Architect of the cutting and patching proposal before cutting and patching the following structural elements:

- Bearing and retaining walls
- Structural concrete
- Structural steel
- Lintels
- Timber and primary wood framing
- Structural decking
- Stair systems
- Miscellaneous structural metals
- Equipment supports
- Piping, ductwork, vessels and equipment

B. Operational and Safety Limitations: Do not cut and patch operating elements or safety related components in a manner that would result in reducing their capacity to perform as intended, or result in increased maintenance, or decreased operational life or safety.

1. Obtain approval of the cutting and patching proposal before cutting and patching the following operating elements or safety related systems:

- Primary operational systems and equipment
- Air or smoke barriers
- Water, moisture, or vapor barriers

Membranes and flashings
Fire protection systems
Noise and vibration control elements and systems
Control systems
Communication systems
Electrical wiring systems

- C. Visual Requirements: Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in the Architect's opinion, reduce the building's aesthetic qualities, or result in visual evidence of cutting and patching. Remove and replace work cut and patched in a visually unsatisfactory manner.
- D. If possible retain the original installer or fabricator throughout construction phases to cut and patch the following categories of exposed work. If it is not possible to engage the original installer or fabricator, engage another recognized experienced and specialized firm:

Concrete finishes
Masonry
Stucco and ornamental plaster
Acoustical ceilings
Painting
Wall covering
HVAC enclosures, cabinets or covers

PART 2 - PRODUCTS

2.01 Materials

- A. Use materials that are identical to existing materials unless not available. If identical materials are not available or cannot be used where exposed surfaces are involved, use materials that match existing adjacent surfaces to the fullest extent possible with regard to visual effect. BEFORE PROCEEDING CONTRACTOR SHALL OBTAIN APPROVAL OF THE ARCHITECT.
- B. Use materials whose installed performance will equal or surpass that of existing materials.

PART 3 - EXECUTION

3.01 Inspection

- A. Before cutting existing surfaces, examine surfaces to be cut and patched and conditions under which cutting and patching is to be performed. Take corrective action before proceeding, if unsafe or unsatisfactory conditions are encountered.
 - 1. Before proceeding, meet at the site with parties involved in cutting and patching, including asbestos abatement, mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

3.02 Preparation

- A. Temporary Support: Provide temporary support of Work to be cut where required.
- B. Protection: Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of the Project that might be exposed during cutting and patching operations.
- C. Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- D. Take all precautions necessary to avoid cutting existing pipe, conduit or ductwork serving the building, but scheduled to be removed or relocated until provisions have been made to bypass them.

3.03 Performance

A. General

- 1. Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time and complete without delay.
- 2. Cut existing construction to provide for installation of other components or performance of other construction activities and the subsequent fitting and patching required to restore surfaces to their original condition.

B. Cutting

- 1. Cut existing construction using methods least likely to damage elements to be retained or adjoining construction. Where possible review proposed procedures with the original installer; comply with the original installer's recommendations.
- 2. In general, where cutting is required use hand or small power tools designed for sawing or grinding, not hammering and chopping. Cut holes and slots neatly to size required with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
- 3. To avoid marring existing finished surfaces, cut or drill from the exposed or finished side into concealed surfaces.
- 4. Cut through concrete and masonry using a cutting machine such as a carborundum saw or diamond core drill.
- 5. By-pass utility services such as pipe or conduit, before cutting, where services are shown or required to be removed, relocated or abandoned. Cut-off pipe or conduit in walls or partitions to be removed. Cap, valve or plug and seal the remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after by-passing and cutting.
- 6. Provide fire-safe seals to maintain fire rating at all penetrations.

C. Patching

- 1. Patch with durable seams that are as invisible as possible. Comply with specified tolerances.

2. Where feasible, inspect and test patched areas to demonstrate integrity of the installation.
 3. Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
 4. Where removal of walls or partitions extends one finished area into another, patch and repair floor and wall surfaces in the new space to provide an even surface of uniform color and appearance. Remove existing floor and wall coverings and replace with new materials if necessary to achieve uniform color and appearance. Where patching occurs in a smooth painted surface, extend final paint coat over entire unbroken wall section containing the patch, after the patched area has received primer and second coat.
 5. Patch, repair or re-hang existing ceilings as necessary to provide an even plane surface of uniform appearance.
 6. Replace concrete walkways to nearest construction joint. Any required repair to a portion of a walkway panel shall require full replacement of said panel from joint to joint in both the north-south and east-west direction.
- D. Plaster Installation: Comply with manufacturer's instructions and install thickness and coats as indicated.

3.04 Cleaning

- A. Thoroughly clean areas and spaces where cutting and patching is performed or used as access. Remove completely paint, mortar, oils, putty and items of similar nature. Thoroughly clean piping, conduit and similar features before painting or other finishing is applied. Restore damaged pipe covering to its original condition.

END OF SECTION

SECTION 01 74 00

CLEANING

PART 1 - GENERAL

- 1.01 SUMMARY: This Section covers general requirements for cleaning up during the Work and for final cleaning.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

- 3.01 CLEAN UP AND DISPOSAL: Requirements herein are part of all other Sections of the Specifications and shall be coordinated with such additional clean up and disposal requirements as may be specified in other Sections.
- A. General: Leave the entire Work broom clean except where vacuum clean or another condition is indicated or specified. Where Work in place is damaged, defaced, stained, or otherwise defective and cleaning does not eliminate the defective condition, the Contractor shall remove the defective Work and provide new conforming Work as directed and approved, at no extra cost to the Owner.
1. Control During Work: Take care to avoid spread of dust, dirt, debris, water, paint, cement, sprayed materials, and other substances about the site or to adjacent property. Clean up splatterings or spills of materials at time of occurrence. Remove dirt, debris, waste, and rubbish frequently, and do not allow to accumulate in the structure or on the site. Do not store flammable or toxic materials in the structure.
 2. Contractor's Supervision: Inform all trades and workmen of cleaning up requirements specified, and monitor where Work is in progress to ensure full compliance with all clean up requirements in this and other Sections.
 3. Architect's Inspection: Give the Architect at least 3 working days advance notice of readiness for inspection as each phase or area of the Work is completed for occupancy. Correct deficient cleaning operations as determined and directed by Architect.
- B. Final Clean Up - Exterior: Clean surfaces of construction and site including fixtures, walls, soffits, floors, hardware, roofs, window and opening ledges and sills, horizontal projections, steps and platforms, walkways, rails, and all like surfaces, and adjoining private and public property to the extent soiled by the Contractor's operations.
- C. Final Clean Up - Interior: Leave all surfaces in vacuum clean condition with all dust, dirt, stains, handmarks, paint spots, droppings, and other blemishes and defects completely removed, and conform to following requirements:
1. Hard Floors: Wash and dry concrete, tile, elastomeric, and similar floors, free of streaks or stains.
 2. Resilient Flooring: Freshly wax and buff resilient flooring specified to be waxed in accordance with requirements in Division 9.
 3. Resilient Bases: Clean off adhesive smears and dirt, and wipe clean.
 4. Carpet: Vacuum clean free of lint, soil, and dust.

5. Bare and Painted Surfaces: Clean of dust, lint, streaks, or stains.
 6. Tile Walls: Clean and polish.
 7. Wall Coverings: Remove all adhesive, dirt, or stains on surfaces.
 8. Hardware and Natural Metal: Clean and polish all the exposed surfaces using non-corrosive and non-abrasive materials.
 9. Ceilings: Clean and free of stains, handmarks, and defacing.
 10. Fixture and Equipment Items: Clean and polish all plumbing fixtures, air diffusers, grilles, and registers, mechanical and electrical fixtures and devices, and like items. Leave lighting fixtures free of dust, dirt, stains, or waste material, diffusers cleaned both sides and reflectors polished. Clean and service operating equipment and machinery, ready for use.
- D. Glass: Wash and polish all vision glass both sides, free of dirt, spots, streaks, and labels. Remove labels and clean and polish mirrors.
- E. Surfaces Not Mentioned: Clean according to the intent of this Section and as required for Architect's approval.
- 3.02 CONTAMINATED EARTH: Final clean up includes removal and disposal of earth that is contaminated or unsuitable for support of plant life in planting areas, and filling of resulting excavations with suitable approved soil as directed and approved. Contaminated areas include those used for disposal of waste concrete, mortar, plaster, masonry, and similar materials, areas in which washing out of concrete and plaster mixers or washing of tools and similar cleaning operations have been performed, and all areas that are oiled, paved, or chemically treated. Do not dispose of waste oil, solvents, paints, solutions, or similar penetrating materials by depositing or burying on Owner's property.
- 3.03 DISPOSAL: Do not dispose of any rubbish or waste material in fills or backfills. Remove debris, rubbish, and waste material from Owner's property to a lawful disposal area and pay hauling and dumping charges. Conform to Federal, State, and local laws, ordinances, rules, regulations, and orders pertaining.

END OF SECTION

SECTION 01 74 19

CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 GENERAL

1.01 WASTE MANAGEMENT REQUIREMENTS

- A. Owner requires that this project generate the least amount of trash and waste possible.
- B. Employ processes that ensure the generation of as little waste as possible due to error, poor planning, breakage, mishandling, contamination, or other factors.
- C. Minimize trash/waste disposal in landfills; reuse, salvage, or recycle as much waste as economically feasible.
- D. Contractor shall develop and follow a Waste Management Plan designed to implement these requirements.
- F. Methods of trash/waste disposal that are not acceptable are:
 - 1. Burning on the project site.
 - 2. Burying on the project site.
 - 3. Dumping or burying on other property, public or private.
 - 4. Other illegal dumping or burying.
- H. Regulatory Requirements: Contractor is responsible for knowing and complying with regulatory requirements, including but not limited to Federal, state and local requirements, pertaining to legal disposal of all construction and demolition waste materials.

1.02 DEFINITIONS

- A. Clean: Untreated and unpainted; not contaminated with oils, solvents, caulk, or the like.
- B. Construction and Demolition Waste: Solid wastes typically including building materials, packaging, trash, debris, and rubble resulting from construction, remodeling, repair and demolition operations.
- C. Hazardous: Exhibiting the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity or reactivity.
- D. Nonhazardous: Exhibiting none of the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity, or reactivity.
- E. Nontoxic: Neither immediately poisonous to humans nor poisonous after a long period of exposure.
- F. Recyclable: The ability of a product or material to be recovered at the end of its life cycle and remanufactured into a new product for reuse by others.
- G. Recycle: To remove a waste material from the project site to another site for remanufacture into a new product for reuse by others.
- H. Recycling: The process of sorting, cleansing, treating and reconstituting solid waste and other discarded materials for the purpose of using the altered form. Recycling does not include burning, incinerating, or thermally destroying waste.
- I. Return: To give back reusable items or unused products to vendors for credit.
- J. Reuse: To reuse a construction waste material in some manner on the project site.

- K. Salvage: To remove a waste material from the project site to another site for resale or reuse by others.
- L. Sediment: Soil and other debris that has been eroded and transported by storm or well production run-off water.
- M. Source Separation: The act of keeping different types of waste materials separate beginning from the first time they become waste.
- N. Toxic: Poisonous to humans either immediately or after a long period of exposure.
- O. Trash: Any product or material unable to be reused, returned, recycled, or salvaged.
- P. Waste: Extra material or material that has reached the end of its useful life in its intended use. Waste includes salvageable, returnable, recyclable, and reusable material.

1.03 SUBMITTALS

- A. See Section 01 33 00 – Submittal Procedures, for submittal procedures.
- B. Waste Management Plan: Include the following information:
 - 1. Analysis of the trash and waste projected to be generated during the entire project construction cycle, including types and quantities.
 - 2. Landfill Options: The name, address, and telephone number of the landfill(s) where trash/waste will be disposed of, the applicable landfill tipping fee(s), and the projected cost of disposing of all project trash/waste in the landfill(s).
 - 3. Landfill Alternatives: List all waste materials that will be diverted from landfills by reuse, salvage, or recycling.
 - 4. Meetings: Describe regular meetings to be held to address waste prevention, reduction, recycling, salvage, reuse, and disposal.
 - 5. Materials Handling Procedures: Describe the means by which materials to be diverted from landfills will be protected from contamination and prepared for acceptance by designated facilities; include separation procedures for recyclables, storage, and packaging.
 - 6. Transportation: Identify the destination and means of transportation of materials to be recycled; i.e. whether materials will be site-separated and self-hauled to designated centers, or whether mixed materials will be collected by a waste hauler.
- C. Waste Disposal Reports: Submit at specified intervals, with details of quantities of trash and waste, means of disposal or reuse, and costs; show both totals to date and since last report.
 - 1. Submit updated Report with each Application for Progress Payment; failure to submit Report will delay payment.
 - 2. Submit Report on a form acceptable to Owner.
 - 3. Landfill Disposal: Include the following information:
 - a. Identification of material.
 - b. Amount, in tons or cubic yards (cubic meters), of trash/waste material from the project disposed of in landfills.
 - c. State the identity of landfills, total amount of tipping fees paid to landfill, and total disposal cost.
 - d. Include manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.
 - 4. Incinerator Disposal: Include the following information:
 - a. Identification of material.
 - b. Amount, in tons or cubic yards (cubic meters), of trash/waste material from the project delivered to incinerators.
 - c. State the identity of incinerators, total amount of fees paid to incinerator, and total disposal cost.

- d. Include manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.
5. Recycled and Salvaged Materials: Include the following information for each:
 - a. Identification of material, including those retrieved by installer for use on other projects.
 - b. Amount, in tons or cubic yards (cubic meters), date removed from the project site, and receiving party.
 - c. Transportation cost, amount paid or received for the material, and the net total cost or savings of salvage or recycling each material.
 - d. Include manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.
 - e. Certification by receiving party that materials will not be disposed of in landfills or by incineration.
6. Material Reused on Project: Include the following information for each:
 - a. Identification of material and how it was used in the project.
 - b. Amount, in tons or cubic yards (cubic meters).
 - c. Include weight tickets as evidence of quantity.
7. Other Disposal Methods: Include information similar to that described above, as appropriate to disposal method.

PART 2 PRODUCTS NOT USED

PART 3 EXECUTION

2.01 WASTE MANAGEMENT PLAN IMPLEMENTATION

- A. Manager: Designate an on-site person or persons responsible for instructing workers and overseeing and documenting results of the Waste Management Plan.
- B. Communication: Distribute copies of the Waste Management Plan to job site foreman, each subcontractor, Owner, and Architect.
- C. Instruction: Provide on-site instruction of appropriate separation, handling, and recycling, salvage, reuse, and return methods to be used by all parties at the appropriate stages of the project.
- D. Meetings: Discuss trash/waste management goals and issues at project meetings.
 1. Pre-bid meeting.
 2. Pre-construction meeting.
 3. Regular job-site meetings.
- E. Facilities: Provide specific facilities for separation and storage of materials for recycling, salvage, reuse, return, and trash disposal, for use by all contractors and installers.
 1. Provide containers as required.
 2. Provide adequate space for pick-up and delivery and convenience to subcontractors.
 3. Keep recycling and trash/waste bin areas neat and clean and clearly marked in order to avoid contamination of materials.
- F. Hazardous Wastes: Separate, store, and dispose of hazardous wastes according to applicable regulations.
- G. Recycling: Separate, store, protect, and handle at the site identified recyclable waste products in order to prevent contamination of materials and to maximize recyclability of identified materials. Arrange for timely pickups from the site or deliveries to recycling facility in order to prevent contamination of recyclable materials.
- H. Reuse of Materials On-Site: Set aside, sort, and protect separated products in preparation for reuse.

November 2013

- I. Salvage: Set aside, sort, and protect products to be salvaged for reuse off-site.

END OF SECTION

SECTION 01 78 13

WARRANTIES AND GUARANTEES

PART 1 - GENERAL

- 1.01 **SUMMARY:** This Section specifies general requirements for the written warranties and guarantees required by the Contract Documents. Submission to and approval by the Owner of the warranties and guarantees is a prerequisite to the final payment under the Contract.
- 1.02 **MANUFACTURERS' WARRANTIES AND GUARANTEES:** Deliver all manufacturers' warranties and guarantees required by the Contract Documents, with Owner named as beneficiary. In addition, for such equipment and machinery, or components thereof, bearing a manufacturers' warranty or guarantee extending for a longer time period than the Contractor's warranty and guarantee, deliver the manufacturers' extended warranties or guarantees in the same manner. Refer to Section 01 3300, Article "Equipment Data Submittals", for submission of manufacturers' warranty or guarantee data.
- 1.03 **FORM OF WARRANTIES OR GUARANTEES:** All written warranties and guarantees, excepting manufacturers' standard printed warranties and guarantees, shall be submitted on the Contractor's, Subcontractor's, supplier's, or manufacturer's letterhead, as applicable, countersigned by the Contractor, all addressed to the Owner. Warranties and guarantees shall be submitted in duplicate, and in the form shown on the following page, signed by all pertinent parties and by the Contractor in every case, with modifications as may be approved by the Owner to suit the conditions pertaining to the warranty or guarantee.
- 1.04 **SUBMISSION OF WARRANTIES:** The Contractor shall collect and assemble written warranties and guarantees into two bound books and deliver the bound books to the Architect for delivery to the Owner for final review and approval.
- 1.05 **WARRANTY PERIOD -** Warranty period shall commence on the date noted in Article 14 of the General Conditions of the Contract and shall be in force for the period stated.

(CONTINUED)

WARRANTY/GUARANTEE FOR _____ WORK

We, the undersigned, do hereby warranty and guarantee that the parts of the Work described above which we have furnished and/or installed for:

Riverside County Information Technology Dept.
4080 Lemon Street, 10th Floor
Riverside, California 92502

is in accordance with the Contract Documents and that all said Work as installed will fulfill or exceed all of the Warranty and Guarantee requirements. We agree to repair or replace Work installed by us, together with any adjacent Work which is displaced or damaged by so doing, that proves to be defective in workmanship, material, or operation within a period of _____() year(s) from date of final acceptance of the Work by the Owner or from the Date of Certificate of Substantial Completion, whichever is earlier, ordinary wear and tear and unusual neglect or abuse excepted.

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

Date: _____
(Subcontractor, Sub-subcontractor, Manufacturer, or Supplier)

By
Title
License No.

Date: _____
(Contractor)

By
Title
License No.

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

Name:
Address:
Phone Number:

END OF SECTION

SECTION 02 70 00

SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

- A. This section requires the selective removal and subsequent offsite disposal of the following:
 - 1. Portions of existing building indicated on drawings and as required to accommodate new construction.
 - 2. Removal of interior partitions as indicated on drawings.
 - 3. Removal of doors and frames as indicated on drawings.
 - 4. Removal of built-in casework as indicated on drawings.
 - 5. Removal of windows as indicated on drawings.
 - 6. Removal and protection of the existing fixtures, materials and equipment to remain.

- B. Removal work specified elsewhere:
 - 1. Saw cutting and removal of existing structural concrete floors and rebar for conduits is included with the associated electrical work (see applicable drawings and specifications sections) shall be considered as incidental work to the applicable bid items where removal of said items are required to perform the work.
 - 2. Removal of existing finish materials are included with the associated work (see applicable drawings and specifications sections) shall be considered as incidental work to the applicable bid items where removal of said items are required to perform the work.

- C. Related work specified elsewhere:
 - 1. Remodeling construction and patching and repair work of existing finish materials are included.
 - 2. Relocation of existing pipes, conduits, ducts and other mechanical and electrical work is included.

1.2 SUBMITTALS

- A. General: Submit the following in accordance with Conditions of Contract and Div. 1 specifications.
 - 1. Schedule indicating proposed sequence of operations for selective demolition work to Owner for review prior to start of work. Include coordination for shutoff, capping and continuation of utility services as required, together with details for dust mitigation and noise control protection.
 - 2. Provide detailed for sequence of demolition and removal work to ensure uninterrupted progress of Owner's on-site operations.
 - 3. Coordinate with Owner's continuing occupation of portions of the existing building.
 - 4. Photograph existing areas adjacent to improvements that might be misconstrued as damage related to demolition and construction operations. File with Owner prior to start of work.

1.3 JOB CONDITIONS

- A. Occupancy: Owner will occupy portions of the building immediately adjacent to areas of selective demolition. Conduct selective demolition work in manner that will minimize disruption of Owner's normal operations. Provide a minimum of 72 hours advance notice to Owner of demolition activities that will disturb/affect normal operations.

- B. Condition of structures: Owner assumes no responsibility for actual condition of items or structures to be demolished.
 - 1. Conditions existing at time of inspection for bidding purposes will be maintained by Owner insofar as practicable. However, minor variations within structure may occur.
- C. Partial demolition and removal: Items indicated to be removed but are of salvage value to the Contractor may be removed from the structure as work progresses. Transport salvaged items from site as they are removed.
 - 1. Storage or sale of removed items on site will not be permitted.
- D. Protections: Provide temporary barricades and other forms of protection to protect personnel and the general public from injury due to selective demolition work.
 - 1. Provide protective measures as required to provide free and safe passage for all personnel and general public to occupied portions of the building.
 - 2. Erect temporary covered passageways as required by authorities having jurisdiction.
 - 3. Provide bracing or support to prevent movement or collapse of structure or element to be demolished and adjacent facilities or work to remain.
 - 4. Protect from damage existing finish work that is to remain in place and becomes exposed during demolition work.
 - 5. Protect floors with suitable coverings as necessary.
 - 6. Construct temporary insulated dustproof partitions where required to separate areas where noisy or extensive dust operations are performed. Equip partitions with dustproof doors and security locks.
 - 7. Remove protections at completion of work.
- E. Damages: Promptly repair damages caused to adjacent facilities by demolition work.
- F. Traffic: Conduct selective demolition operations and debris removal to ensure minimal interference with roadways, walks and adjacent occupied or used facilities.
 - 1. Do not block or otherwise obstruct roadways, walks or adjacent occupied facilities without written permission from authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways as necessary.
- G. Flame cutting: Do not use cutting torches for removal until work area is cleared of flammable materials. Maintain portable fire suppression devices during flame cutting operations.
- H. Utility services: Maintain existing utilities indicated to remain in service and protect them against damage during demolition operations.
 - 1. Do not interrupt utility services serving occupied or used facilities, except when authorized in writing by authorities having jurisdiction. Provide temporary services during interruptions to existing utilities, as acceptable to governing authorities.
 - 2. Maintain fire protection services during selective demolition operations.
- I. Environmental controls: Use water sprinkling, temporary enclosures, and other methods to limit dust mitigation. Comply with governing regulations pertaining to environmental protection.
 - 1. Do not use water when it creates hazardous or objectionable conditions.

PART 2 – PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 PREPARATION

A. General: Provide bracing or support to prevent collapse of areas to be demolished and adjacent facilities to remain.

1. Cease operations and notify Owner immediately if safety of structure appears to be endangered. Take precautions to support structure until determination is made for continuing operations.
2. Cover and protect furniture, equipment and fixtures from soilage or damage when demolition work is performed in areas where such items have not been removed.
3. Erect and maintain dustproof partitions as required to mitigate dust and fume spread to occupied portions of the building.
 - a. Where selective demolition occurs immediately adjacent to occupied portions of the building, construct dustproof partitions of minimum of 4-inch studs, 5/8-inch gypsum board (taped joints) on occupied side, 1/2-inch fire retardant plywood on demolition side. Fill partition cavity with sound-deadening insulation.
4. Locate, identify, stub off and disconnect utility services that are not indicated to remain.
 - a. Provide bypass connections as necessary to maintain continuity of service to occupied areas of building. Provide a minimum of 72hours advance notice to Owner if shutdown of service is necessary during changeover.

3.2 DEMOLITION

A. General: Perform selective demolition work in a systematic manner. Use such methods as required to complete work indicated in drawings in accordance with demolition schedule and governing regulations.

1. Demolish concrete in small sections. Cut at junctures with construction to remain using power-driven saw or hand tools. Do not use power-driven impact tools.
2. For interior slabs on grade, use removal methods that will not crack or structurally disturb adjacent slabs or partitions. Use power saw where possible.
3. Provide services for effective air and water pollution controls as required by local authorities having jurisdiction.

B. If unanticipated mechanical, electrical or structural elements that conflict with intended function or design are encountered, investigate and measure both nature and extent of the conflict. Submit report to Owner in written, accurate detail. Pending receipt of directive from Owner, rearrange selective demolition schedule as necessary to continue overall job progress without undue delay.

3.3 SALVAGED MATERIALS

A. Historic artifacts, including cornerstones and their contents, commemorative plaques and tablets, antiques and other articles of historic significance, remain property of the Owner.

Notify Owner if such items are encountered and obtain acceptance regarding method of removal and salvage from Owner.

3.4 DISPOSAL OF DEMOLISHED ITEMS

- A. Remove from building all debris, rubbish and other materials resulting from demolition operations. Transport and legally dispose off-site.
 - 1. If hazardous materials are encountered during demolition operations, comply with applicable regulations, laws and ordinances concerning removal, handling and protection against exposure or environmental pollution.
 - 2. Burning of removed material is not permitted.

3.5 CLEANUP AND REPAIR

- A. General: Upon completion of demolition work, remove tools, equipment and demolished materials from site. Remove protections and leave areas broom clean.
 - 1. Repair demolition performed in excess of that required. Return elements of construction and surfaces to remain to condition existing prior to commencing operations. Repair adjacent construction or surfaces soiled or damaged by selective demolition work.

END OF SECTION