

FORM APPROVED COUNTY COUNSEL
 BY: *Anita C. Willis* 4-13-16
 DATE
 ANITA C. WILLIS

Departmental Concurrence

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

329



FROM: Economic Development Agency

SUBMITTAL DATE:
 April 14, 2016

SUBJECT: Riverside Public Defender/Probation Building Project – Approval of Prime Construction Contracts with Nielsen Construction, Inc. and Janus Corporation, District 2, [\$771,144], Bond Proceeds 100%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Waive any minor irregularities in the bid of General Trades and ratify the construction agreement between the County of Riverside (County) and Doug Nielsen Construction, Inc. (Doug Nielsen) in the amount of \$424,444 for work on the Riverside Public Defender/Probation Building Project (Project); and
2. Waive any minor irregularities in the bid of Selective Demolition and ratify the construction agreement between the County and Janus Corporation (Janus) in the amount of \$346,700 for work on the Project.

BACKGROUND:

Summary

(Commences on Page 2)

Robert Field

Robert Field
 Assistant County Executive Officer/EDA

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 100,000	\$ 671,144	\$ 771,144	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$	\$	\$	\$ 0	

SOURCE OF FUNDS: Bond Proceeds 100%
 (Previously approved budget)

Budget Adjustment: No
 For Fiscal Year: 2015/16-2016/17

C.E.O. RECOMMENDATION:

Reviewed by
CIP TEAM

Alex Hann

APPROVE

BY: *Rohini Dasika*
 Rohini Dasika

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Washington, Benoit and Ashley
Nays: None
Absent: Tavaglione
Date: April 26, 2016
xc: EDA

Kecia Harper-Ihem
 Clerk of the Board
 By: *Karlington*
 Deputy

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

Prev. Agn. Ref.: 3-13 of 10/6/15

District: 2

Agenda Number:

3-10

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

Economic Development Agency

FORM 11: Riverside Public Defender/Probation Building Project – Approval of Prime Construction Contracts with Nielsen Construction, Inc. and Janus Corporation, District 2, [\$771,144], Bond Proceeds 100%

DATE: April 14, 2016

PAGE: 2 of 2

BACKGROUND:

Summary

On October 6, 2015, the Board of Supervisors (Board) approved a professional services agreement between the County of Riverside (County) and ProWest PCM, Inc. (ProWest) for construction management services and authorized ProWest to release bid packages for all trades necessary to complete the project.

On December 16, 2015, the Economic Development Agency (EDA) received bids for Voice/Data Infrastructure Improvements, Fire Protection, Selective Demolition, and General Trades. EDA received two bids for General Trades and only one bid for Selective Demolition. Upon review of the bid documents and project budget, it was determined that it would be in the best interest of the County to re-bid these two bid packages in an attempt to attract additional bidders and potentially lower the cost of the work.

On January 16, 2016, EDA and ProWest expeditiously re-bid the two packages in accordance with California Public Contract Code. Outreach was performed to attract additional bidders for the work. On February 4, 2016, EDA received four bids for General Trades and one bid for Selective Demolition. In both cases, the re-bids were lower than the original bids with Doug Nielsen being the low bidder for General Trades and Janus being the low bidder for Selective Demolition.

Impact on Citizens and Businesses

The project will accommodate the Law Offices of the Public Defender and the Probation Department by providing necessary office space to account for the long term growth of both departments. The Public Defender will gain enough space to consolidate all of its operations to one location, enhancing communication and work efficiencies, and resulting in an environment that will serve the community in a more effective manner. The Probation Department will be able to house court officers and pre-sentence investigators, bringing them in closer proximity to the courts they serve. Additionally, offenders who are completing the court process will immediately receive initial reporting instructions, which could result in reduced Failure to Appear rates.

Additional Fiscal Information

Expenditures for FY 2015/16 are estimated at \$100,000; expenditures for FY 2016/17 are estimated at \$671,144; however there is no additional cost associated with this action. Construction of this project is being funded by bond proceeds and payment on the bonds will come from the department.

Attachments:

Construction Agreement with Doug Nielsen Construction, Inc.
Construction Agreement with Janus Corporation

AGREEMENT FORM

THIS AGREEMENT IS MADE AND ENTERED INTO THIS **15TH DAY OF FEBRUARY, 2016**, by and between the **County of Riverside** ("County") and **Doug Nielsen Construction, Inc.** ("Contractor") **General Trades-01 (REBID)** ("Agreement").

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

- 1. The Work:** Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

PROJECT: **Riverside Public Defender/Probation Building Project**
Project No. FM08240003992

Section 011200.01 General Trades (REBID)

It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents including, without limitation, the Drawings and Specifications, under the direction and supervision of, and subject to, the approval of the County or its authorized representative.

- 2. The Contract Documents:** The complete Agreement consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the County and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate 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.
- 3. Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the County for interpretation. If a conflict exists in the Contract Documents, modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 33 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the County in the matter shall be final.
- 4. Time for Completion:** The County may give notice to proceed within ninety (90) days of the award of the bid by the County. Refer to Section 013216 for completion time line expectations from receipt of the Notice to Proceed. This shall be called Contract Time. It is expressly understood that time is of the essence.
- 5. Coordination of Work:** Should the Contractor fail to complete this Project, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the County for all loss and damage that the County may suffer on account thereof. The

APR 26 2016 3-10

Contractor shall coordinate its Work with the work of all other contractors. The County shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.

6. **Liquidated Damages:** Time is of the essence for all Work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the County will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the County the sum of **Zero** dollars (**\$0.00**) per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work.

It is hereby understood and agreed that this amount is not a penalty.

In the event any portion of the liquidated damages is not paid to the County, the County may deduct that amount from any money due or that may become due the Contractor under this Agreement. The County's right to assess liquidated damages is as indicated herein and in the General Conditions.

The time during which the Contract is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the County may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

7. **Loss Or Damage:** The County and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatsoever; and shall hold the County and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatsoever.
8. **Insurance and Bonds:** Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.
9. **Execution of Work:** If the Contractor should neglect to execute the Work properly or fail to perform any provisions of this Agreement, the County, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
10. **County Representatives:** Contractor hereby acknowledges that the Architect(s), County's Agent and the Project Inspector(s) have authority to approve and/or stop work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. The Contractor shall be liable for any delay caused by its non-compliant Work.
11. **Assignment of Contract:** Neither the Contract, nor any part thereof, nor any monies due or to become due thereunder, may be assigned by the Contractor without the written approval of the County, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.

12. **Classification of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type A or B Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
13. **Payment of Prevailing Wages:** The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Agreement not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the County, pursuant to sections 1770 et seq. of the California Labor Code.
14. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE), and, at the discretion of the County, by the County's labor compliance program.
15. **Contract Price:** In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the County covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

Four hundred twenty-four thousand four hundred forty-four Dollars
(\$424,444.00), ✓

which includes Fifteen thousand dollars (\$15,000.00) ✓ for Allowance No. 1, additional work associated with this trade required during the progress of the work

in lawful money of the United States, which sum is to be paid according to the schedule provided by the Contractor and accepted by the County and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).

Unit Prices are as follows:

- .1 Unit price for Laborer, Straight Time \$39.72 per Man Hour. ✓
- .2 Unit price for Laborer, Overtime \$54.35 per Man Hour.

The Contract Sum will be increased by an amount equal to the unit price multiplied by the actual number of units of each unit price item incorporated in the Work, or decreased by an amount equal to the unit price multiplied by the actual number of units of each unit price item eliminated in the Work. ✓

16. **Severability:** If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

CONTRACTOR:
Doug Nielsen Construction, Inc.

COUNTY:
County of Riverside

By: Katherine A. Nielsen

By: John J. Benoit

Title: Secretary

Title: Chairman, Board of Supervisors

Print Name: Katherine Nielsen

Print Name: John J. Benoit

NOTE: If the party executing this Agreement is a corporation, a certified copy of the by-laws, or of the resolution of the Board of Directors, authorizing the officers of said corporation to execute the Contract and the bonds required thereby must be attached hereto.

END OF DOCUMENT

ATTEST:
KECIA HARPER-IHEM, Clerk
By: [Signature]
DEPUTY

FORM APPROVED COUNTY COUNSEL
BY: Marsha L. Victor 4/6/16
MARSHA L. VICTOR DATE

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California } ✓

County of Riverside } ✓

On 23 February 2016 before me, ✓

K.A. EBY, Notary Public
(Here insert name and title of the officer)

personally appeared Katherine A. Nielsen ✓

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]
Notary Public Signature



(Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT
Agreement ✓
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

_____ (Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

**SECTION 011200.01
SCOPE OF WORK – GENERAL TRADES (REBID)**

1.0 SCOPE OF WORK – SPECIFICATIONS

Furnish all labor, material, equipment, taxes, and supervision necessary to perform all requirements of the following specification sections in complete accordance with the Contract Documents:

- .1 Section 011900 – Surveying & Layout
- .2 Section 015200 – Temporary Facilities & Controls
- .3 Section 016600 – Transportation and Handling
- .4 Section 017329 – Cutting and Patching
- .5 Section 017419 – Construction Waste Management
- .6 Section 017419.1 – Waste Disposal and Diversion Reporting Form
- .7 Section 017419.2 – Waste Material Disposition Summaries
- .8 Section 018113 – LEED Requirements
- .9 Section 06200 – Finish Carpentry (as applies)
- .10 Section 11027 – Knox Boxes
- .11 GKK – Site Material Inventory, September 12, 2014
- .12 ProWest – Current Materials Inventory, May 21, 2015
- .13 Photobook – Existing Site Conditions, April, 2015

2.0 SCOPE OF WORK - GENERAL

Prime Trade Contractor also includes, **but is not limited to**, the following general items required for Prime Trade Contractor's Work:

ADMINISTRATION

- .1 Permits, licenses, and fees required for this scope of work, including those required for delivery, set up and use of Prime Trade Contractor's cranes and equipment.
- .2 Submittals, shop drawings, manufacturer's data, samples, mockups, as-builts, warranty and guarantee.
- .3 Provide ten (10) copies of all submittals including shop drawings, product data and samples.
- .4 Coordinate work with all Prime Trade Contractors.
- .5 Weekly updates of as-built documents onto Construction Manager's plan set. Do not cover work prior to as-built updates. Include transparencies, CADD files, etc., and transfer all weekly as-built information, including RFI's, to these close-out documents.
- .6 Schedule material and equipment deliveries in a timely manner. Receive, unload, provide storage sheds, secure and protect all material and equipment. Limited on-site

- staging will be determined by Construction Manager and subject to several moves and/or setups over project duration as directed by Construction Manager. The Owner and Construction Manager are not responsible for any cost due to loss or damage to material and/or equipment.
- .7 Protection of all work and continued maintenance of same until accepted by Owner.
 - .8 Multiple move-ons as required to meet this scope of work and the Prime Trade Contractor Schedule and Master Project Schedule.
 - .9 Haul away from site all excavated spoils generated.
 - .10 Schedule and coordinate all inspections and testing required for own work. Copy Construction Manager on all communications with Inspectors. Cost of re-inspection due to non-compliant work shall be the responsibility of Prime Trade Contractor.
 - .11 When using scaffolding and/or temporary stairs provided by Separate Contractors, provide all waivers of liability and indemnification as required by Separate Contractors as regards scaffolding and/or temporary stairs.
 - .12 When using any manufacturer or product which is not listed first in the specifications, include all additional impact costs such as field coordination, required modifications by Separate Contractors, redesign by Architect/Engineer, and similar costs.
 - .13 Some Scopes of Work overlap the Scopes of Work of other Contractors. This does not absolve either Contractor of their obligation to complete their scope of work. In all cases of dispute, the Owner and/or Construction Manager shall have the final decision as to responsibility and/or payment allocation.
 - .14 Daily workforce count report is due to the Construction Manager's field office no later than 8:00 AM each day. Written Daily Reports are to be submitted to the Construction Manager's field office by 2:00 PM each day.
 - .15 Owner will provide limited vertical and horizontal control as described in Section 011900 – Scope of Work – Surveying & Layout. Prime Trade Contractor shall include all additional surveying and layout as required. Prime Trade Contractor is responsible for all costs associated with the destruction of survey points.

SUPERVISION

- .16 Attend pre-installation meetings prior to commencement of work.
- .17 Attend weekly Prime Trade Contractor coordination meetings. Field Supervisor and Project Manager must attend.
- .18 A minimum of one Superintendent/Foreman is required for duration of own work on project. Superintendent/Foremen must be on site when work is being performed. Superintendent/Foreman may not be changed without Construction Manager's approval. Subcontractors are to be supervised by Superintendent/Foreman. On site Foreman, Superintendent and Project Manager must have a cellular phone to allow the Construction Manager to contact them during construction hours. Provide 24-hour contact phone number to call in case of emergency.

SAFETY

- .19 Welding and temporary power for welding. Submit welder's certifications. Provide welding procedures. All onsite welding shall be done with OSHA approved protective shield, and shields must be in place prior to start of welding work. Shields are required to protect the general public and onsite workers from direct eye contact to welder's arc and keep welding slag spotter confined to the designated welding area.
- .20 Safety requirements for own work. OSHA approved personal protective safety equipment such as hard hats, work shoes, gloves, goggles, masks, vests, harnesses, etc. shall be worn by all personnel and third-party deliverymen at all times when on project site.
- .21 OSHA permits & safety compliance requirements and continued adherence to all OSHA safety regulations are required to perform all work scope activities.
- .22 OSHA approved temporary supports, bracings and accessories to complete own work.

FIELD

- BR 1A, Add. 1* .23 Temporary power, portable lighting and extension cords necessary to complete work that is not within 100 feet of buildings. Temporary 120 volt electrical power distribution (spider boxes) in structures will be provided by General Trades Contractor. Include special and/or task lighting required for own work. Include all temporary power requirements for needs other than 120 volts. Construction Manager will provide source of water at a fire hydrant, including meter **each building level**. Include water distribution, water trucks, and hoses/piping from meter **etc. from temporary water source** to area of work as required. Water and power usage will be paid by Owner.
- BR 1A, Add. 1* .24 All temporary power, lighting, communication, and security required for own jobsite **laydown area** office trailer. Availability of space to be confirmed with Construction Manager.
- .25 Drinking water, ice and cups for own workforce.
- .26 Hoisting for own work.
- .27 Scaffolding for own work (unless otherwise noted in Section 3.0 below).
- .28 Adequate labor to broom clean work areas on a daily basis. Each Prime Trade Contractor shall provide one laborer, for a minimum of two days per week (Wednesday and Friday) who shall be assigned to composite jobsite clean-up crew until project completion. The Construction Manager will manage the composite crew and determine time and extent of clean-up. If Prime Trade Contractor does not provide clean-up labor, the Owner will provide clean-up labor and debit the cost to clean-up from Prime Trade Contractor's account via a deductive change order on a monthly basis. This will be strictly enforced. Clean-up of debris to be deposited in the dumpster on a daily basis. Break down boxes, crates, and all packing material. Dumpsters are provided for non-hazardous waste only.
- .29 Responsible for implementation of applicable best management practices within the SWPPP for own work and for replacement or repair of SWPPP control measures disturbed by own operations.

- .30 Traffic control, flagmen, or barricades, including trench plates and/or temporary asphalt patching for own work and accessibility for other trades to the site as required and approved by Construction Manager. During trenching operations outside the project fence, provide 6' high chain link fencing on all sides of excavation.
- .31 Provide approved backing, head-out, wall, floor and/or ceiling opening layout requirements and coordinate with all other Prime Trade Contractors before work starts, by communicating in writing with all affected Prime Trade Contractors of job conditions. If Prime Trade Contractor fails to provide timely notice to all affected Prime Trade Contractors before work starts, the non-compliant Prime Trade Contractor shall pay all rework riple costs to correct the deficient work product.
- .32 All vehicle and equipment refueling and maintenance to be performed in designated equipment fueling areas, as coordinated with Construction Manager.
- .33 Relocate temporary construction services as required to perform work to locations approved by Construction Manager; i.e., toilets, fencing, barricades, scaffolding, etc. Site is to be safe, clean and secure at all times.
- .34 No eating inside of buildings – eat only in designated lunch areas. Provide clean-up of all food waste and trash to dumpster immediately after eating. No smoking within the perimeter of building. No am/fm radios, CD players, iPods, MP3 players, i-Phones, head phones or ear buds of any type, etc. on site.
- .35 Park in designated areas only as directed by Construction Manager. No stopping or parking allowed in Fire Lanes. Violators will be ticketed or towed at violator's expense.

LOCAL

- .36 Project Specific Items:
 - .a Schedule and coordinate all agency inspections and testing required to complete own work through Construction Manager. Provide timely notice, so as not to delay work. Cost of re-inspections due to non-compliant work product shall be the responsibility of the Prime Trade Contractor. All agency communication shall be coordinated with Construction Manager. Prime Trade Contractor to review and comply with all testing, inspection and Observation Program requirements.
 - .b The Jobsite is adjacent to existing occupied County facilities with ongoing activities. Weekday (i.e., Monday through Friday) work hour time is from 7:00 AM to 5:00 PM. Project schedule plan considers these work hours. Weekend work must be pre-approved by the Owner and Construction Manager. Some work may require working off hours and must be scheduled with the Construction Manager to be approved by the Owner.
 - .c Provide traffic control, flagmen, or barricades, including slip-resistant trench plates, and/or temporary asphalt patching for own work, and accessibility for other trades to the site work areas as required and approved by Construction Manager.
 - .d No smoking on County property.

- .e All waivers of liability and indemnification shall be submitted as required by Prime Trade Contractors before using scaffolding supplied by other Prime Trade Contractors.
- .f Project Site has limited Contractor laydown space. As such, Contractors will be required to work out of "gang" boxes within interior of project building as directed by the Construction Manager.

BR 1A, Add. 1 .37 *Materials and personnel access to project building levels 2 through 8, will be limited by use of two (2) small passenger elevators with a load capacity of 2500 lbs. each. The Construction Manager will maintain an opening in the curtain wall system at the north elevation of the building at the 2nd level deck for additional material access, however this option is limited to the weight constraints of the deck's current structural integrity.*

3.0 SCOPE OF WORK – SPECIFIC

Prime Trade Contractor also includes, **but is not limited to**, the following specific items:

- .1 Prior to submitting bid, General Trades Contractor to perform a comprehensive site review of new space and existing project conditions to ensure General Trades Contractor is submitting a complete, comprehensive proposal. General Trades Contractor to review and adhere to current ProWest Constructors Site Logistics Plan CM1.0. Place and maintain temporary facilities accordingly.
- .2 Bidder's proposal for the following General Condition Requirements are to be quoted for the total duration of the project, after which time, Bidder will be responsible for demobilization of all requirements, including code compliant cut & cap of temporary utilities. Reference Volume 1, Master Project Schedule.
- .3 Furnish, deliver, connect, fuel and maintain one 25kVA Temporary Generator to feed the projects temporary power and lighting.

Furnish same as, or similar to the following Temp Generator Specification:

Manufacturer: Multiquip
Model: MQPPP240, 60HZ, 240kW, 240/480 V, 722/361 Amps
AC Generator Model: DF-3300C, 3 PH (4-Wires)
Engine Model: Cummins QSL9-G3, Type 6 Cyl, 4 cycle

- BR 1A, Add. 1 .4** Furnish, deliver, install, energize, and maintain temporary power and lighting to project including, but not limited to: (Note, monthly usage power utility fees will be paid by Owner):
- Transformers (requires multiple transformers for a complete set-up), temporary main switch and transformers sized to provide minimum 400 amps;
 - Power Cabling to each of nine building levels (includes basement);
 - Temporary power to building elevator:
Employ licensed electrician to remove and demolish existing temporary power junction box at 1st Level, and related conduits and cabling up to termination at Elevator Room. Reinstall new temporary switchgear, rigid conduit, and cabling from temporary generator (Scope Item #3 above) to Elevator Machine Room at building penthouse. Successfully energize elevators (2) and maintain temporary power services.
 - 1 each spider box at each basement (2 total), 4 each spider boxes at Levels 2 thru 8, one spider box in Penthouse;
 - 100' of power cord and adaptor per spider box;

- Light strings at each level as required for a safe working environment within construction zones. Candle Power to be per CALOSHA standards. Use coated wire cages, chain and bulbs for safe lighting. Maintain temporary lighting until removed.
 - 3 each wobble lights at each basement (6 total), 4 each wobble lights at Levels 1 thru 8, 1 each wobble light in Penthouse. Same as or similar to Mfgr. Wobblelight, Model No. WL400MH.
- .5 Furnish, deliver, install, and maintain temporary water to project including, but not limited to; (Note, monthly usage water utility fees will be paid by Owner):
- Temporary water connection (w/hose bib) at Levels Basement thru Penthouse, (10 Levels total – Note, primary water POC is at Buildings east entrance, Level 1).
 - Temporary water connection from temporary water storage tank to two (2) CM Trailers. (See ProWest Constructors Site Logistics Plan CM1.0). Temporary water storage tank will be placed at interior of fence line at Main Street, between the two trailers.

BR 1A, Add. 1

- .6 Furnish, install, and maintain approximately 2,000 **500** LF of temporary fencing with perforated shade screen. Fencing to be placed at **ground level** project perimeter. and ~~second level deck~~. Fencing to include colored shade cloth and adequate anchorage to ensure stability during wind events. Include cost to obtain and maintain sidewalk closure permit from the City of Riverside for walkway closures along Main and 11th Streets. Include furnishing of all sidewalk closure and pedestrian directional signage. Bidder to include a twelve (12) month duration for this line item. **Note, above quantity includes 150 ft. of existing fencing surrounding Construction manager's trailers and laydown area. Bidder to take over rental fees of said fencing.**
- .7 Provide and install temporary waterproof leak protection at all existing roof duct and pipe penetrations in existing two roof decks (2nd and 8th Levels). Include marine grade plywood, visqueen, gasket, and sealant. This includes duct penetrations at the Penthouse after demolition has been completed. Maintain leak protection until no longer required as determined by the Construction Manager. Bidder to include 95 penetrations and 425 square feet of total leak protection.
- .8 Furnish and maintain four (4) each portable chemical toilets and two (2) each wash stations. Include cleaning and maintenance costs two times per week. Bidder to include a twelve (12) month duration for this line item.
- .9 Furnish four (4) each 40 Yard Dumpsters per month with disposal fees. Bidder to include a twelve (12) month duration for this line item.
- .10 Supply, distribute and maintain thirty six (36) each fire extinguishers, ABC Type, include cabinets/boxes, signage, inspection and maintenance services for eight months.
- .11 Clean and transport all electrical, plumbing, HVAC, and fire protection materials listed in the attached inventory listings (ProWest and GKK) from the project location to the Owners warehouse at 50130 Main Street, Cabazon, CA 92230 (approximately 38 miles from project site).
- .12 Construct temporary plywood enclosures at old 1st Level storefront openings created from the demolition and removal of the existing exterior storefront glazing system along 11th and Main Streets (See representative Project Photobook, Tab # 1, Pictures # 1 thru 4, 13 thru 16, 22 thru 25, and 62 for pictures of existing storefront system). Caulk and seal all perimeters of plywood to ensure weatherproof enclosure system, include temporary

mandoor and lockable hardware at east entrance. Use treated lumber for constructing enclosure system, maintain system while mobilized for this scope of work. Submit sketches to Construction Manager for approval prior to procuring materials.

- .13 Provide one (1) each temporary construction Knox Box at left of temporary east entry to project building (at grid lines 3 and H, Sheet G-101A); complete and submit Knox Box order forms from the County of Riverside Fire Department. Return temporary Knox box to County once two (2) each permanent Knox Boxes are installed on project by Specialties Contractor.
- .14 Survey existing Project Building include one (1) each triangulated interior benchmark at each basement and the Penthouse, and two (2) each interior triangulated benchmarks at each Level 1 thru 8, and at opposite corners.
- BR 1A, Add. 1* .15 ~~Contact and coordinate the removal and relocation of the two (2) USPS and one (1) Federal Express drop boxes at the corner of Main and 11th Streets. Include site fencing around the boxes until the respective agencies have relocated them.~~
- .16 Contact and coordinate the removal and relocation of one (1) trash bin and one (1) recycling bin at the corner of Main and 11th Streets.
- .17 Bidder to include 40 hours of laborer(s) at straight time for clean-up purposes, to include small tools and equipment, to be assigned at the discretion of the Construction Manager. See Bid Form unit pricing.
- BR 1A, Add. 1* .18 ***Furnish and install approximately 300 LF of OSHA approved safety railing at existing duct shafts, floor and deck penetrations to ensure proper fall protection. Safety railing can be constructed from either wood or post and cable. Include toe-kicks where applicable. See attached EEAP Inspection Report, dated 12/03/15 for pictures of hazardous areas. Construction Manager. Fill and patch anchor holes with 3000# concrete patch (Mfgr. SIKA or equal) upon removal.***
- BR 1A, Add. 1* .19 ***Furnish and install approximately 1650 LF of OSHA approved perimeter safety cabling at Levels 3 through 8, utilizing tube posts (if required) and the existing perimeter CIPC walls, decks and columns. Include toe-kicks where applicable. Maintain all cable, clamps, turnbuckles, proper tension and cable condition of safety rail system through to installation of permanent curtain wall system (by Glazing Contractor). Remove safety rail system upon notification by Construction Manager. Clean walls, decks and column surfaces, fill and patch anchor holes with 3000# concrete patch (Mfgr. SIKA or equal).***
- BR 1A, Add. 1* .20 ***Provide, set-up, and maintain hazard delineators and caution tape at perimeter of floors 3 thru 8 (275 ft per deck), and 9th level roof deck. Place safety perimeter 6 ft. back from edge of decks. Bidder to figure scope item for duration of project.***

4.0 SCOPE OF WORK – EXCLUSIONS

Prime Trade Contractor excludes the following items:

- .1 Alternate for adding Security Guard Service for off hours only. See Bid Form Alternate No. 1.

**** END OF SECTION ****

Bond# RCB0001928

DOCUMENT 00 61 13.16

PAYMENT BOND ✓
Contractor's Labor & Material Bond
(100% of Contract Price)

(Note: Bidders must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the County of Riverside, ("County") and _____
✓ **Doug Nielsen Construction, Inc.**, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

Riverside Public Defender/Probation Building Project ✓ (Project Name)

("Contract") which Contract dated **February 15** ✓, 20**16**, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to one hundred percent (100%) of the Contract price, to secure the claims to which reference is made in sections 9000 through 9510 and 9550 through 9566 of the Civil Code, and division 2, part 7, of the Labor Code.

NOW, THEREFORE, the Principal and **RLI Insurance Company** ✓, ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of **Four Hundred Twenty-Four Thousand Four Hundred Forty-Four** Dollars (**\$ 424,444.00**), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Principal or any of his or its subcontractors, of the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, provender, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal or any of his or its subcontractors of any tier under Section 13020 of the Unemployment Insurance Code with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

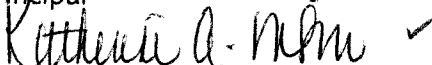
It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under section 9100 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.


Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and affect.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of Contract or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 19th day of February, 2016.

(Affix Corporate Seal)

Doug Nielsen Construction, Inc.
Principal

By Katherine A. Nielsen, Secretary

RLI Insurance Company
Surety

By Timothy C. Baker, Attorney-in-Fact

Diamond Valley Insurance Services, Inc.
Name of California Agent of Surety

41856 Ivy Street # 204 Murrieta, CA 92562
Address of California Agent of Surety

951-553-7400 x222
Telephone Number of California Agent of Surety

Bidder must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT



9025 N. Lindbergh Dr. | Peoria, IL 61615
Phone: (800)645-2402 | Fax: (309)689-2036

POWER OF ATTORNEY

RLI Insurance Company

Contractors Bonding and Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That this Power of Attorney may be effective and given to either or both of **RLI Insurance Company** and **Contractors Bonding and Insurance Company**, required for the applicable bond.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each Illinois corporations (as applicable), each authorized and licensed to do business in all states and the District of Columbia do hereby make, constitute and appoint:

John A. Ruiz, Timothy C. Baker, Melody L. Spaur, Karen A. Eby, jointly or severally

in the City of Murrieta, State of California, as Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million Dollars (\$10,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

RLI Insurance Company and **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of the Resolution adopted by the Board of Directors of each such corporation, and now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation shall be executed in the corporate name of the Corporation by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Corporation. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation. The signature of any such officer and the corporate seal may be printed by facsimile or other electronic image."

IN WITNESS WHEREOF, **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 2nd day of July, 2015.

State of Illinois }
County of Peoria } SS



RLI Insurance Company
Contractors Bonding and Insurance Company

B. W. Davis
Barton W. Davis Vice President

CERTIFICATE

On this 2nd day of July, 2015, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company**, and/or **Contractors Bonding and Insurance Company**, each Illinois corporations, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 1st day of February, 2014.

Jacqueline M. Bockler
Jacqueline M. Bockler Notary Public

RLI Insurance Company
Contractors Bonding and Insurance Company

B. W. Davis
Barton W. Davis Vice President



CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Riverside }

On 19 February 2016 before me, K.A. Eby, Notary Public
(Here insert name and title of the officer)

personally appeared TIMOTHY C. BAKER

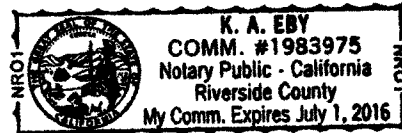
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he~~/she/they executed the same in ~~his~~/her/their authorized capacity(ies), and that by ~~his~~/her/their signature(s) on the instrument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

[Handwritten Signature]
 Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Riverside }

On 23 February 2014 before me, K.A. Eby, Notary Public
(Here insert name and title of the officer)

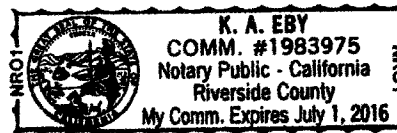
personally appeared Katherine A. Nielsen,
 who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their 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.

 Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

BOND
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer

(Title)

- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

Bond# RCB0001928
Premium: \$ 7,367.00

DOCUMENT 00 61 13.13

PERFORMANCE BOND ✓
(100% of Contract Price)

(Note: Bidders must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") for the County of Riverside, ("County") and Doug Nielsen Construction, Inc. ✓, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

Riverside Public Defender/Probation Building Project ✓ (Project Name)

("Contract") which Contract dated February 15 ✓, 2016, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of the Contract and by California Public Contract Code section 20129(b) to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the Principal, and RLI Insurance Company ✓ ("Surety"), an admitted surety insurer pursuant to code of Civil Procedure, Section 995.120, are held and firmly bound unto the County in the penal sum of Four Hundred Twenty-Four Thousand Four Hundred Forty-Four DOLLARS (\$424,444.00), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

- Perform all the work required to complete the Project; and
- Pay to the County all damages the County incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

The condition of the obligation is such that, if the above bounden Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warranties of materials and workmanship, and shall indemnify and save harmless the County, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the County from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the County's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Principal shall be, and is declared by County to be, in default under the Contract, the Surety shall promptly either remedy the default, or, if the Contract is terminated by County or the Principal's performance of the Work is discontinued, Surety shall promptly complete the Contract through its agents or independent contractors, subject to acceptance of such agents or independent contractors by County as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract (including, without limitation, all obligations with respect to payment of liquidated damages) subject to the penal amount of this bond as set forth above.

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

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications.

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

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 19th day of February, 2016.

(Affix Corporate Seal)

Doug Nielsen Construction, Inc. ✓

Principal

Katherine A. Nielsen ✓

By Katherine A. Nielsen, Secretary

RLI Insurance Company

Surety

Timothy C. Baker ✓

By Timothy C. Baker, Attorney-in-Fact

Diamond Valley Insurance Services, Inc.

Name of California Agent of Surety

41856 Ivy Street # 204 Murrieta, CA 92562 ✓

Address of California Agent of Surety

951-553-7400 x222

Telephone Number of California Agent of Surety

Bidder must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Riverside }

On 19 February 2016 before me, K.A. EBY, Notary Public
(Here insert name and title of the officer)

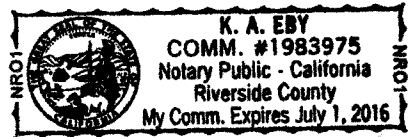
personally appeared TIMOTHY C. BAKER;

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.

[Handwritten Signature]



Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

_____ (Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~ - is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Riverside }

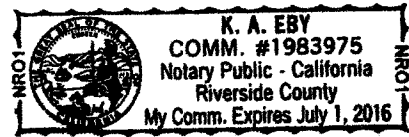
On 23 February 2016 before me, K.A. EBY, Notary Public
(Here insert name and title of the officer)

personally appeared Katherine A. Nielsen
 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]
 Notary Public Signature



(Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT
Bond
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer
- _____ (Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

EXHIBIT 1
CERTIFICATE OF INSURANCE

DATE ISSUED:
02/24/2016

BROKER/AGENT Empire Co PO Box 5400 Rancho Cucamonga, CA 91729	COMPANIES AFFORDING COVERAGE	
	COMPANY A	James River Insurance Company A-IX
	COMPANY B	Mercury Casualty Company A+ XIII
	COMPANY C	
NAMED INSURED Doug Nielsen Construction Inc 5998 Keswick, Riverside, CA ✓	COMPANY D	

COVERAGES: 92506

This is to certify that policies of insurance listed below have been issued to the insured named above for the policy period indicated. This certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate or verification of insurance 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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF. DATE (M/D/Y)	POLICY EXP. DATE (M/D/Y)		ALL LIMITS IN THOUSANDS	DEDUCTIBLE
A	GENERAL LIABILITY	00042855-5	4/7/15	4/7/16	GENERAL AGGREGATE	\$ 2,000 ✓	\$ 1,000
	<input checked="" type="checkbox"/> COMPREHENSIVE FORM				PRODUCTS/COMPLETED OPERATIONS AGGREGATE	\$ 2,000 ✓	
	<input type="checkbox"/> BROAD FORM EXTENSION INCLUDED				PERSONAL & ADVERTISING INJURY	\$ 1,000 ✓	
	<input checked="" type="checkbox"/> COMMERCIAL FORM				EACH OCCURRENCE	\$ 1,000	
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE				FIRE DAMAGE (ANY ONE FIRE)	\$ 50	
	<input checked="" type="checkbox"/> SEVERABILITY OF INTEREST CLAUSE				MEDICAL EXPENSE (ANY ONE PERSON)	\$ excl	
	<input checked="" type="checkbox"/> CROSS LIABILITY CLAUSE						
B	AUTOMOBILE LIABILITY	CCA0007404	2/13/16	2/13/17	CSL	\$ 1,000 ✓	\$
	<input checked="" type="checkbox"/> ANY AUTO (CODE 1)				BODILY INJURY (PER PERSON)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS (CODE 2)				BODILY INJURY (PER ACCIDENT)	\$	
	<input type="checkbox"/> SCHEDULED AUTOS (CODE 7)				PROPERTY DAMAGE	\$	
	<input type="checkbox"/> HIRED AUTOS (CODE 8)						
<input type="checkbox"/> NON-OWNED AUTOS (CODE 9)							
<input type="checkbox"/> OTHER							
	EXCESS LIABILITY				EACH OCCURRENCE	AGGREGATE	
	<input type="checkbox"/> UMBRELLA FORM				\$	\$	
	<input type="checkbox"/> OTHER						
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCURRENCE						
	PROFESSIONAL LIABILITY*				EACH OCCURRENCE	AGGREGATE	
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCURRENCE				\$	\$	
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				AS REQUIRED BY FEDERAL AND CALIFORNIA LAW		

SPECIAL PROVISIONS:

- ECONOMIC DEVELOPMENT AGENCY OF RIVERSIDE COUNTY, ITS OFFICERS, AGENTS, EMPLOYEES, CONSULTANTS, PROWEST CONSTRUCTORS AND HOLT ARCHITECTURE, INC. ARE INCLUDED AS ADDITIONALLY INSURED BUT ONLY IN CONNECTION WITH **Riverside Public Defender/ Probation Department**
- THIS INSURANCE SHALL BE PRIMARY INSURANCE AS RESPECT TO ECONOMIC DEVELOPMENT AGENCY OF RIVERSIDE COUNTY, ITS OFFICERS, AGENTS, EMPLOYEES, CONSULTANTS, PROWEST CONSTRUCTORS, AND HOLT ARCHITECTURE, INC. ANY INSURANCE OR SELF-INSURANCE MAINTAINED BY THE ADDITIONALLY INSURED SHALL BE EXCESS OF AND NON-CONTRIBUTORY WITH THIS INSURANCE.
- THE PROVISIONS UNDER PARAGRAPHS (1&2) OF THIS SECTION, "SPECIAL PROVISIONS," SHALL APPLY TO CLAIMS, COSTS, INJURIES OR DAMAGES BUT ONLY IN PROPORTION TO AND TO THE EXTENT SUCH CLAIMS, COSTS, INJURIES OR DAMAGES ARE CAUSED BY OR RESULT FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE NAMED INSURED.
- SHOULD ANY OF THE INSURANCE PROGRAMS DESCRIBED BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED BELOW.

CERTIFICATE HOLDER:
 Economic Development Authority of Riverside County
 3403 Tenth St. Suite 400
 Riverside, CA 92501

THE UNDERSIGNED CERTIFIES THAT HE/SHE IS AUTHORIZED TO SIGN THIS CERTIFICATE AND THAT THE SPECIAL PROVISIONS DESCRIBED HEREIN HAVE BEEN MADE A PART OF THE POLICY(ES) SHOWN ABOVE.

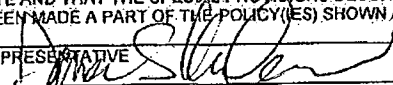
AUTHORIZED REPRESENTATIVE 

Exhibit 1
2/28/16
gr

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF SUBROGATION AS REQUIRED BY CONTRACT

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

✓ The Company agrees to waive any right of recovery against any person or organization, as required by written contract, because of payments we make for injury or damage which is limited to liability directly caused by "your work" which is imputed to such person or organization.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

James River Insurance Company (2)

A.M. Best #: 012604 NAIC #: 12203 FEIN #: 222824607

Mailing Address
 P.O. Box 27648
 Richmond, VA 23261
 United States

[View Additional Address Information](#)

Web: www.jamesriverins.com
 Phone: 804-289-2700
 Fax: 804-420-1054

Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.





Based on A.M. Best's analysis, [055488 - James River Group Holdings, Ltd.](#) is the AMB Ultimate Parent and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

Best's Credit Ratings

Financial Strength Rating View Definition	
Rating:	A- (Excellent)
Affiliation Code:	g (Group)
Financial Size	IX (\$250 Million to \$500 Million)
Category:	Million
Outlook:	Positive
Action:	Affirmed
Effective Date:	June 26, 2015
Initial Rating Date:	July 03, 2003

Best's Credit Rating Analyst
Rating Issued by: A.M. Best Rating Services, Inc.
Senior Financial Analyst: Robert Raber
Vice President: Andrew F. Colannino

Long-Term Issuer Credit Rating View Definition	
Long-Term:	a-
Outlook:	Positive
Action:	Affirmed
Effective Date:	June 26, 2015
Initial Rating Date:	November 18, 2005

Disclosure Information
 View A.M. Best's Rating Disclosure Form
 A.M. Best Assigns Rating to James River Group Holdings, Ltd. and Affirms Ratings of Its Subsidiaries June 26, 2015

u Denotes [Under Review Best's Rating](#)

AGREEMENT FORM

THIS AGREEMENT IS MADE AND ENTERED INTO THIS **15TH DAY OF FEBRUARY, 2016**, by and between the **County of Riverside** ("County") and **Janus Corporation** ("Contractor") **Selective Demolition-02 (REBID)** ("Agreement").

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

- 1. The Work:** Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

PROJECT: **Riverside Public Defender/Probation Building Project** ✓
Project No. FM08240003992

Section 011200.02 Selective Demolition (REBID) ✓

It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents including, without limitation, the Drawings and Specifications, under the direction and supervision of, and subject to, the approval of the County or its authorized representative.

- 2. The Contract Documents:** The complete Agreement consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the County and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate 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.
- 3. Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the County for interpretation. If a conflict exists in the Contract Documents, modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 33 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the County in the matter shall be final.
- 4. Time for Completion:** The County may give notice to proceed within ninety (90) days of the award of the bid by the County. Refer to Section 013216 for completion time line expectations from receipt of the Notice to Proceed. This shall be called Contract Time. It is expressly understood that time is of the essence.
- 5. Coordination of Work:** Should the Contractor fail to complete this Project, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the County for all loss and damage that the County may suffer on account thereof. The

APR 26 2016 3-10

Contractor shall coordinate its Work with the work of all other contractors. The County shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.

6. **Liquidated Damages:** Time is of the essence for all Work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the County will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the County the sum of **Zero** dollars (**\$0.00**) per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work.

It is hereby understood and agreed that this amount is not a penalty.

In the event any portion of the liquidated damages is not paid to the County, the County may deduct that amount from any money due or that may become due the Contractor under this Agreement. The County's right to assess liquidated damages is as indicated herein and in the General Conditions.

The time during which the Contract is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the County may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

7. **Loss Or Damage:** The County and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatsoever; and shall hold the County and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatsoever.
8. **Insurance and Bonds:** Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.
9. **Execution of Work:** If the Contractor should neglect to execute the Work properly or fail to perform any provisions of this Agreement, the County, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
10. **County Representatives:** Contractor hereby acknowledges that the Architect(s), County's Agent and the Project Inspector(s) have authority to approve and/or stop work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. The Contractor shall be liable for any delay caused by its non-compliant Work.
11. **Assignment of Contract:** Neither the Contract, nor any part thereof, nor any monies due or to become due thereunder, may be assigned by the Contractor without the written approval of the County, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.

12. **Classification of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type **A or B** Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
13. **Payment of Prevailing Wages:** The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Agreement not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the County, pursuant to sections 1770 et seq. of the California Labor Code.
14. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE), and, at the discretion of the County, by the County's labor compliance program.
15. **Contract Price:** In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the County covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

Three hundred forty-six thousand seven hundred Dollars ✓
(\$346,700.00),
which includes Fifteen thousand dollars (\$15,000.00) for Allowance No. 1, additional work associated with this trade required during the progress of the work

in lawful money of the United States, which sum is to be paid according to the schedule provided by the Contractor and accepted by the County and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).

Unit Prices are as follows:

- .1 Unit price for Laborer, Straight Time \$82.00 per Man Hour. ✓
- .2 Unit price for Laborer, Overtime \$102.00 per Man Hour. ✓
- .3 Unit price for Demolition of Plaster, Lath and Steel Studs \$6.56 per Square Foot.

The Contract Sum will be increased by an amount equal to the unit price multiplied by the actual number of units of each unit price item incorporated in the Work, or decreased by an amount equal to the unit price multiplied by the actual number of units of each unit price item eliminated in the Work.

16. **Severability:** If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

CONTRACTOR:
Janus Corporation

COUNTY:
County of Riverside

By: *Tom Hill* ✓

By: *John J. Benoit*

Title: *Vice President* ✓

Title: Chairman, Board of Supervisors

Print Name: *C. Mack Fiddle* ✓

Print Name: John J. Benoit

NOTE: If the party executing this Agreement is a corporation, a certified copy of the by-laws, or of the resolution of the Board of Directors, authorizing the officers of said corporation to execute the Contract and the bonds required thereby must be attached hereto.

END OF DOCUMENT

ATTEST:

KECIA HARPER-JHEM, Clerk

By: *Kecia Harper-Jhem*
DEPUTY

FORM APPROVED COUNTY COUNSEL

BY: *Marsha L. Victor* *4/6/16*
MARSHA L. VICTOR DATE

**SECTION 011200.02
SCOPE OF WORK – SELECTIVE DEMOLITION (REBID)**

1.0 SCOPE OF WORK – SPECIFICATIONS

Furnish all labor, material, equipment, taxes, and supervision necessary to perform all requirements of the following (but not limited to) specification sections in complete accordance with the Contract Documents:

- .1 Section 015200 – Temporary Facilities and Controls
- .2 Section 016600 – Transportation and Handling
- .3 Section 017329 – Cutting and Patching
- .4 Section 017419 – Construction Waste Management (as applies)
- .5 Section 018113 – LEED Requirements (as applies)
- .6 Section 02070 – Selective Demolition and Reconstruction
- .7 Section 03345 – Concrete Finishing (as applies)
- .8 Photobook – Existing Site Conditions, April 2015

2.0 SCOPE OF WORK - GENERAL

Prime Trade Contractor also includes, **but is not limited to**, the following general items required for Prime Trade Contractor's Work:

ADMINISTRATION

- .1 Permits, licenses, and fees required for this scope of work, including those required for delivery, set up and use of Prime Trade Contractor's cranes and equipment.
- .2 Submittals, shop drawings, manufacturer's data, samples, mockups, as-builts, warranty and guarantee.
- .3 Provide ten (10) copies of all submittals including shop drawings, product data and samples.
- .4 Coordinate work with all Prime Trade Contractors.
- .5 Weekly updates of as-built documents onto Construction Manager's plan set. Do not cover work prior to as-built updates. Include transparencies, CADD files, etc., and transfer all weekly as-built information, including RFI's, to these close-out documents.
- .6 Schedule material and equipment deliveries in a timely manner. Receive, unload, provide storage sheds, secure and protect all material and equipment. Limited on-site staging will be determined by Construction Manager and subject to several moves and/or setups over project duration as directed by Construction Manager. The Owner and Construction Manager are not responsible for any cost due to loss or damage to material and/or equipment.
- .7 Protection of all work and continued maintenance of same until accepted by Owner.

- .8 Multiple move-ons as required to meet this scope of work and the Prime Trade Contractor Schedule and Master Project Schedule.
- .9 Haul away from site all excavated spoils generated.
- .10 Schedule and coordinate all inspections and testing required for own work. Copy Construction Manager on all communications with Inspectors. Cost of re-inspection due to non-compliant work shall be the responsibility of Prime Trade Contractor.
- .11 When using scaffolding and/or temporary stairs provided by Separate Contractors, provide all waivers of liability and indemnification as required by Separate Contractors as regards scaffolding and/or temporary stairs.
- .12 When using any manufacturer or product which is not listed first in the specifications, include all additional impact costs such as field coordination, required modifications by Separate Contractors, redesign by Architect/Engineer, and similar costs.
- .13 Some Scopes of Work overlap the Scopes of Work of other Contractors. This does not absolve either Contractor of their obligation to complete their scope of work. In all cases of dispute, the Owner and/or Construction Manager shall have the final decision as to responsibility and/or payment allocation.
- .14 Daily workforce count report is due to the Construction Manager's field office no later than 8:00 AM each day. Written Daily Reports are to be submitted to the Construction Manager's field office by 2:00 PM each day.
- .15 Owner will provide limited vertical and horizontal control as described in Section 011900 – Scope of Work – Surveying & Layout. Prime Trade Contractor shall include all additional surveying and layout as required. Prime Trade Contractor is responsible for all costs associated with the destruction of survey points.

SUPERVISION

- .16 Attend pre-installation meetings prior to commencement of work.
- .17 Attend weekly Prime Trade Contractor coordination meetings. Field Supervisor and Project Manager must attend.
- .18 A minimum of one Superintendent/Foreman is required for duration of own work on project. Superintendent/Foremen must be on site when work is being performed. Superintendent/Foreman may not be changed without Construction Manager's approval. Subcontractors are to be supervised by Superintendent/Foreman. On site Foreman, Superintendent and Project Manager must have a cellular phone to allow the Construction Manager to contact them during construction hours. Provide 24-hour contact phone number to call in case of emergency.

SAFETY

- .19 Welding and temporary power for welding. Submit welder's certifications. Provide welding procedures. All onsite welding shall be done with OSHA approved protective shield, and shields must be in place prior to start of welding work. Shields are required to protect the general public and onsite workers from direct eye contact to welder's arc and keep welding slag spotter confined to the designated welding area.

- .20 Safety requirements for own work. OSHA approved personal protective safety equipment such as hard hats, work shoes, gloves, goggles, masks, vests, harnesses, etc. shall be worn by all personnel and third-party deliverymen at all times when on project site.
- .21 OSHA permits & safety compliance requirements and continued adherence to all OSHA safety regulations are required to perform all work scope activities.
- .22 OSHA approved temporary supports, bracings and accessories to complete own work.

FIELD

- BR 1A, Add. 1** .23 Temporary power, portable lighting and extension cords necessary to complete work that is not within 100 feet of buildings. Temporary 120 volt electrical power distribution (spider boxes) in structures will be provided by General Trades Contractor. Include special and/or task lighting required for own work. Include all temporary power requirements for needs other than 120 volts. Construction Manager will provide source of water at a fire hydrant, including meter **each building level**. Include water distribution, water trucks, and hoses/piping from meter **etc. from temporary water source** to area of work as required. Water and power usage will be paid by Owner.
- BR 1A, Add. 1** .24 All temporary power, lighting, communication, and security required for own jobsite **laydown area** office trailer. Availability of space to be confirmed with Construction Manager.
- .25 Drinking water, ice and cups for own workforce.
- .26 Hoisting for own work.
- .27 Scaffolding for own work (unless otherwise noted in Section 3.0 below).
- .28 Adequate labor to broom clean work areas on a daily basis. Each Prime Trade Contractor shall provide one laborer, for a minimum of two days per week (Wednesday and Friday) who shall be assigned to composite jobsite clean-up crew until project completion. The Construction Manager will manage the composite crew and determine time and extent of clean-up. If Prime Trade Contractor does not provide clean-up labor, the Owner will provide clean-up labor and debit the cost to clean-up from Prime Trade Contractor's account via a deductive change order on a monthly basis. This will be strictly enforced. Clean-up of debris to be deposited in the dumpster on a daily basis. Break down boxes, crates, and all packing material. Dumpsters are provided for non-hazardous waste only.
- .29 Responsible for implementation of applicable best management practices within the SWPPP for own work and for replacement or repair of SWPPP control measures disturbed by own operations.
- .30 Traffic control, flagmen, or barricades, including trench plates and/or temporary asphalt patching for own work and accessibility for other trades to the site as required and approved by Construction Manager. During trenching operations outside the project fence, provide 6' high chain link fencing on all sides of excavation.
- .31 Provide approved backing, head-out, wall, floor and/or ceiling opening layout requirements and coordinate with all other Prime Trade Contractors before work starts,

by communicating in writing with all affected Prime Trade Contractors of job conditions. If Prime Trade Contractor fails to provide timely notice to all affected Prime Trade Contractors before work starts, the non-compliant Prime Trade Contractor shall pay all rework ripple costs to correct the deficient work product.

- .32 All vehicle and equipment refueling and maintenance to be performed in designated equipment fueling areas, as coordinated with Construction Manager.
- .33 Relocate temporary construction services as required to perform work to locations approved by Construction Manager; i.e., toilets, fencing, barricades, scaffolding, etc. Site is to be safe, clean and secure at all times.
- .34 No eating inside of buildings – eat only in designated lunch areas. Provide clean-up of all food waste and trash to dumpster immediately after eating. No smoking within the perimeter of building. No am/fm radios, CD players, iPods, MP3 players, i-Phones, head phones or ear buds of any type, etc. on site.
- .35 Park in designated areas only as directed by Construction Manager. No stopping or parking allowed in Fire Lanes. Violators will be ticketed or towed at violator's expense.

LOCAL

- .36 Project Specific Items:
 - .a Schedule and coordinate all agency inspections and testing required to complete own work through Construction Manager. Provide timely notice, so as not to delay work. Cost of re-inspections due to non-compliant work product shall be the responsibility of the Prime Trade Contractor. All agency communication shall be coordinated with Construction Manager. Prime Trade Contractor to review and comply with all testing, inspection and Observation Program requirements.
 - .b The Jobsite is adjacent to existing occupied County facilities with ongoing activities. Weekday (i.e., Monday through Friday) work hour time is from 7:00 AM to 5:00 PM. Project schedule plan considers these work hours. Weekend work must be pre-approved by the Owner and Construction Manager. Some work may require working off hours and must be scheduled with the Construction Manager to be approved by the Owner.
 - .c Provide traffic control, flagmen, or barricades, including slip-resistant trench plates, and/or temporary asphalt patching for own work, and accessibility for other trades to the site work areas as required and approved by Construction Manager.
 - .d No smoking on County property.
 - .e All waivers of liability and indemnification shall be submitted as required by Prime Trade Contractors before using scaffolding supplied by other Prime Trade Contractors.
 - .f Project Site has limited Contractor laydown space. As such, Contractors will be required to work out of "gang" boxes within interior of project building as directed by the Construction Manager.

- BR 1A, Add. 1 .37** *Materials and personnel access to project building levels 2 through 8, will be limited by use of two (2) small passenger elevators with a load capacity of 2500 lbs. each. The Construction Manager will maintain an opening in the curtain wall system at the north elevation of the building at the 2nd level deck for additional material access, however this option is limited to the weight constraints of the deck's current structural integrity.*

3.0 SCOPE OF WORK – SPECIFIC

Prime Trade Contractor also includes, **but is not limited to**, the following specific items:

- .1 Prior to submitting bid, Demolition Contractor to perform a comprehensive site review of all existing project conditions to ensure the Demolition Contractor is submitting a complete, comprehensive proposal. All demolition spoils and materials are to be properly removed from the project site by this scope of work.
- .2 Selective Demolition in Basement and on Levels 1 thru and 8, including at Penthouse and two roof decks (lower and upper).
- .3 Demolish and remove all concrete planters and pots at the building exterior walkway. Cut and cap irrigation lines and conduits below sidewalk surface, patch back with 3000 psi concrete patch, [Mfgr. SIKA or equal]. *(See representative Project Photobook, Tab # 1, Pictures # 19, 20, 22, 23, 61, and 66).*
- .4 Demolish and remove, existing tile at the building exterior at the East and South Elevations, Level 1, Sheets A-201A & A-202A to include removal of all glues, grout etc., and grind surface smooth. Existing granite tile to remain per Keynote 16/A-201A, A-202A. *[See representative Project Photobook, Tab # 1, Pictures # 1 thru 4, and 22 thru 25].*
- .5 Demolish and remove existing exterior storefront glazing system along 11th and Main Streets per Keynote 8/D-101 to include removal of sliding door assembly, all glazing and aluminum/wood (support) framework, anchorage, and conduits. Grind conduits to below surface, patch all holes with 3000 psi concrete patch (Mfgr. SIKA or equal). *[See representative Project Photobook, Tab # 1, Pictures # 1 thru 4, 13 thru 16, 22 thru 25, and 62].*
- .6 Demolish and remove "old" existing exterior curtain wall system framing at all elevations per Keynote 8/D-102 thru D-108. This material is identified as green in color; include removal of aluminum/wood (support) framework and all anchorage. (Scope does not include removal of "new" curtain wall framing materials). After old framework is removed, scrape and/or grind all surfaces smooth and fill all holes and voids with 3000 psi concrete patch, (Mfgr. SIKA or equal). *[See representative Project Photobook, Tab # 6, Pictures # 33 thru 38, Tab # 7, Pictures 32 thru 37, Tab # 8, Pictures # 1, 10, 18, 34 thru 40, Tab # 9, Pictures # 1, 10, 14, 18, 21, 22, 31 thru 38, Tab # 10, Pictures # 1, 11, 34 thru 42, note –typical all decks].*
- .7 Demolish and remove existing exterior Penthouse plaster, walls, roof, black metal studs, wire mesh, framework, bracing, insulation, etc. from West Penthouse elevation between gridlines D and E, and up to (but not including) the demising wall at Gridline F as indicated on Sheets D-121, A-202A, S208, S210. Include removal of all materials necessary to leave a smooth, clean, 8th Level concrete deck and remaining Penthouse wall. Include removal of roof membrane, flashings, HVAC plenum, filter banks, coil, ducting, louvers, and exhaust hoods, concrete equipment pads, curbs, and anchorage systems. Maintain siamese fire department connection (FDC) at current location and

condition. Bidder to include 1,900 square feet of demolition as described above. See Bid Form unit pricing.

- .8 Demolish and remove plaster walls and black metal studs around ramp at grid lines B to C, and 4 to 5. Clean remaining floor and wall surfaces, patch concrete spalls created by this scope item. [See representative Project Photobook, Tab # 3, Pictures # 10, 11, 15, and 16]. Bidder to include 1,600 square feet of demolition as described above. See Bid Form unit pricing.
- .9 Remove remnants of damaged plaster wall, steel mesh, and black metal studs at grid lines A-B, 2-3. Leave in repairable condition for Drywall and Framing Contractor. Bidder to include 300 square feet of demolition as described above. See Bid Form unit pricing.
- .10 Demolish and remove plaster soffits, steel mesh, and black metal studs at 1st Level exterior along Main Street (south of G/L H) and 11th Street (South of G/L 5), and portion of Alley (east of G/L 5). Complete removal including plaster, wire mesh, metal and black metal studs, aces [panel, lighting, and security cameras. (Note, turn security camera of to Owner upon removal. [See representative Project Photobook, Tab # 1, Pictures # 2, 18, 26, 28, 59, 60, and 68]. Bidder to include 4,000 square feet of demolition as described above. See Bid Form unit pricing.
- .11 Demolish and remove plaster at existing storefront opening between G/L 3 & 4, east of G/L A. Include removal of plaster, steel mesh, and black metal studs. Complete removal including plaster, wire mesh, metal and black metal studs. [See representative Project Photobook, Tab # 1, Pictures # 51, 52, and 53]. Bidder to include 80 square feet of demolition as described above. See Bid Form unit pricing.
- .12 Remove remnants of plaster walls in mechanical shafts, include complete removal of plaster, steel mesh, and black metal stud. Bidder to include 1,400 square feet of demolition as described above. See Bid Form unit pricing.
- .13 Remove all remaining damaged plaster walls, steel mesh, and black metal studs at building interior at discretion of the Architect and Construction Manager. Bidder to include 1,000 square feet of demolition as described above. See Bid Form unit pricing.
- .14 Demolish and remove drywall and metal studs at walls and soffit at the south stairwell, 1st Level only, grid lines C to D, and 5. Clean remaining floor and wall surfaces, patch concrete and gypboard spalls created by this scope item. [See representative Project Photobook, Tab # 2, Pictures 41 and 42., Tab # 3, Pictures 22 & 23, 74, and 75 - behind cable]. Bidder to include 700 square feet of demolition as described above. See Bid Form unit pricing.
- BR 1A, Add. 1** .15 Remove and salvage existing Mfr. Carrier Chiller Unit, Mfr. Armstrong, **remove and salvage** Chilled Water Supply/Return Pumps, and Mfr. Raypak Condensing Boiler skid from existing Penthouse per Keynotes 1, 3, 14, 15, 26/M209. Include **salvaging removal of** all copper pipes connecting to these three systems, back to their respective deck penetrations, less insulation. Clean and transport Chilled Water Supply/Return Pumps, and Boiler equipment from the project location to the Owner's warehouse at 50130 Main Street, Cabazon, CA 92230 (approximately 38 miles from project site). Note, Carrier Chiller Unit and Pipe shall become the property and responsibility of the Selective Demolition Contractor under this scope of work. Include all street closure, sidewalk closure (if deemed necessary), crane, and trucking plans and permitting fees. Demolish and remove all other mechanical, electrical, and plumbing apparatus in Penthouse from west Penthouse elevation wall between Gridlines D and E, and up to the demising wall at

Gridline F per Keynotes 2, 5, 7, 8, 9, 10, 11, 12, 17/M209. **Leave deck and equipment pads scraped smooth to clean, concrete surfaces.**

BR 1A, Add. 1

- .16 Shore, demolish, and remove access skybridge between Project building and parking garage. Include removal of concrete overlay, steps, roof curb, and railing at the 2nd level roof deck. Remove and "safe-off" gate and fencing at both ends of bridge. Construct and install temporary safety railing per Cal OSHA requirements. Grind all remaining concrete connection points to smooth surface. [See representative Project Photobook, Tab #1, Pictures # 11, 48, 49, 50, 73, Tab #4, Pictures # 13 thru 18, and Tab #6, Picture # 39].
- .17 Demolish and remove approximately 470 ~~470~~ **600** LF of 8' chain-link fencing at the perimeter of the second level roof deck. Include removal of old 2" x 4" wood posts in same area. Clean remaining deck and wall surfaces, fill and patch anchor holes with 3000 psi concrete patch (Mfgr. SIKA or equal). **Note, this fencing to be removed upon mobilization of Roofing Contractor (see Master Project Schedule).**
- .18 Saw-cut and demolish existing sidewalk along Main Street per Site Plan, Sheet SD-101, and Detail 13/S101.
- .19 Medium sand blast approximately 2,420 sf existing sidewalk along 11th Street per Site Plan SD-101.
- .20 Install orange protection fencing and stakes around 5' x 5' planters (at Main and 11th Streets) to protect existing trees and vegetation in place, installed fencing to become property of Owner. Protect all other existing furnishings in place (i.e. mail boxes, light poles, etc.) during the performance of this scope item.
- .21 Saw-cut, demolish, remove and dispose of approximately 35 ft. long x 20 ft. wide asphalt at NW parking lot to make way for new Generator pad reference Plans SD-101, H8/SD-120 and S-201.
- .22 Demolish and remove mechanical items, per Demolition Note 10/D-100 thru D-108, all old and new existing ductwork, air dampers, condensing units, louvers, intake and exhaust plenums, all plenum materials at penthouse, valves, pipe, duct insulation, support steel, hangers apparatus, clips, anchors, from basement level through and including penthouse. Include demo of ducting in shafts and ceiling space. Patch back concrete surfaces and holes where anchors and hangers were removed with 3000 psi concrete patch (Mfgr. SIKA or equal). Salvaged "new" volume dampers to Owner. [See representative Project Photobook, Tab # 4, Pictures 57 thru 60, Tab #5, Picture # 7 (note - typical all levels), Tab # 6, Picture # 9, Tab # 7, Pictures # 6 and 9, Tab # 8, Pictures # 8, 9, 11, 12, 20, 41 thru 46, Tab # 9, Pictures # 6 thru 9, 19, 39 thru 43, and 45, Tab # 10, Pictures # 2, 3, 8, 10, 16, 17, 29, 43 (note - typical all levels), 44 (note - typical all levels), and 45 thru 53, Tab # 11, Pictures # 5 thru 8, 10, 11, 13, 14, 19 thru 22, and 24, Tab # 12, Pictures 10, 12, 15, 16, 17 (note-typical all levels), 18, and 20].
- .23 Demolish and remove roof membrane at roof decks per Keynote 1/D-120, D-121. Demolish and remove underlayment, densdeck, counter flashing, coping metal, insulating felt, mastic underneath existing roofing material and remove mastic from all mechanical curbs. Scrape deck and curbs down to structural deck (typical), remove all glues, residue and debris. Provide a clean smooth concrete surface for new roofing installation. [See representative Project Photobook, Tab # 11, Pictures # 2 thru 12, and 27 thru 40.].
- .24 Demolish and remove 2 each existing 4" roof vent pipe at grid lines B, and 2 to 4, Sheet D-120. Include from origin to termination, seal roof at roof deck. [See representative Project Photobook, Tab # 3, Pictures # 11, 12, and 14].

- .25 Remove existing flooring and wall coverings at 1st level lobby to and within East Stair 104, Sheet D-101, scrape all adhesives down to smooth, bare concrete and drywall. [See representative Project Photobook, Tab # 3, Pictures # ESW-1, ESW-4, ESW-6 and ESW-7].
- .26 Remove existing wall covering at 1st level, grid lines C, 3 to 5, scrape all adhesives down to smooth, bare drywall. [See representative Project Photobook, Tab # 3, Picture # 78 – partial view of wall beyond].
- .27 Remove existing epoxy floor paint at East Stairwell # 104, 2nd Level landing, Sheet D-102 grind to smooth surface.
- .28 Remove all damaged interior insulation from within 1st level interior soffits at East and South walls. [See representative Project Photobook, Tab # 3, Pictures # 22, 23, 24, 30, 31, 83 thru 86].
- .29 Remove all fluorescent fixtures, conduit, unistrut, and hangers at all stairwells. Leave conduit stub out for future work, patch all holes with 3000 psi concrete patch (Mfgr. SIKA or equal). [See representative Project Photobook, Tab # 2, Pictures # 34, Tab # 3, Pictures # WSW-1, 24, and 5, Tab # 4, Pictures # WSW-7, 9 and 13, Tab 5, Pictures # WSW-9, ESW-1415, Tab # 6, Pictures # WSW-12, ESW-18, 19 & 20, Tab # 7, Pictures # WSW-14, ESW-23, 24, and 26, Tab # 8, Pictures # WSW-16, ESW-27, 28, and 29, Tab #9, Pictures # WSW-18, ESW-33, and 34, Tab # 10, Pictures # WSW-20, ESW-37 thru 40, ESW-42 and 44].
- .30 Remove all remaining interior signage, patch holes with 3000 psi concrete patch (Mfgr. SIKA or equal).
- .31 Remove all remaining electrical items per Demolition Note 9/D-100 to D-108 to include electrical service distribution system, interior lighting systems, power systems, and all associated panels, devices, conduits, wiring, anchorage accessories, (with exception of temp power services to elevator system). Remove electrical service back to existing applicable transformer location. Fill and patch anchor holes with 3000 psi concrete patch (Mfgr. SIKA or equal). Provide Owner opportunity to salvage electrical distribution equipment as requested, all else to be discarded in a safe, proper and legal manner by this scope. Grind and fire caulk all unused conduit penetrations in SOG, decks and walls that are not designated to be reused.
- .32 Remove and salvage all existing davit anchors at 8th level roof, Sheet D-121. Fill and patch anchor holes with 3000 psi concrete patch (Mfgr. SIKA or equal). Leave smooth finished surface that will not impair installation of new roofing. Turn davit anchors over to the Owner. [See representative Project Photobook, Tab # 11, Pictures # 3 thru 12, and 15].
- .33 Remove and discard remnants of wood stairs (partial) at Level 8 roof deck entrance into Elevator Machine Room. Remove and salvage air compressor unit at same location, turn over to Owner. [See representative Project Photobook, Tab # 11, Pictures # 29 and 30].
- .34 Flush saw-cut all interior concrete slab-on-grade infill areas on 1st level to create a straight, clean edge for future concrete infill by Cast-In-Place Concrete Contractor. Excavate existing trench soil to extent required for a proper saw-cut, remove and dispose all dirt, concrete and rebar spoils.

- .35 Remove concrete overlay and miscellaneous flooring materials at 1st level east entry, leave clean, bare concrete surface. [See representative Project Photobook, Tab # 3, Pictures # 80 thru 82].
- .36 Scrape all foreign materials from interior and exterior floors, walls, and decks.
- .37 Demo approximately 35 sf of plywood in floor of east entry lobby area, scrape glues and adhesives to clean, bare concrete [See representative Project Photobook, Tab # 3, Picture # 79].
- .38 Cut edges of terrazzo flooring evenly and square to properly attach adjacent slab infills, scrape and clean all terrazzo flooring surfaces at the 1st level, leave clean, bare terrazzo surface [See representative Project Photobook, Tab # 3, Pictures # 80 thru 82].
- .39 Remove and discard air conditioning unit from 8th Level roof deck, include removal of disconnect switch, pipes and conduit, patch back plaster holes with spec approved plaster sealant. [See representative Project Photobook, Tab # 11, Pictures # 15 and 26].
- .40 Cut down old screen wall tube steel "stub-ups" at eighth level roof deck, patch all holes with 3000 psi concrete patch (Mfgr. SIKA or equal).
- .41 Cut down waste "stub ups" at west basement to below finished floor, grout full with 3000 psi concrete patch (Mfgr. SIKA or equal). [See representative Project Photobook, Tab # 2, Pictures # 28, 29, 30, and 33].
- .42 Remove and discard all tel/data conduits, wire, cable splice couplers, patch panels, backboards, etc at east basement tel/data room. Flush cut all conduits to wall and ceiling finished surfaces, fire caulk or cement grout ends of remaining conduit stubs. [See representative Project Photobook, Tab # 2, Pictures # 52 thru 58].
- .43 Remove all loose miscellaneous pieces of plaster, wood, steel, aluminum, unistrut, clips, anchors, from interior and exterior building walls and ceilings. Fill holes with 3000 psi concrete patch (Mfgr. SIKA or equal) or spec approved plaster sealant, as applicable.
- .44 Remove and dispose offsite, all loose dirt, debris, concrete spoils, lumber, miscellaneous steel, conduits, ducting, ducting, pipe from building interior, broom clean all interior and exterior surfaces including, basement(s), roof decks, and Penthouse.
- .45 Reference and adhere to all Demolition General Notes on S001.
- .46 Include proper removal, disposal and dumpster fees for all waste materials generated by the performance of this scope of work.
- BR 1A, Add. 1** .47 Infill all *miscellaneous* holes at existing 1st level slab, and levels 2 thru 9 and 8th Level roof decks with 3000 psi concrete patch (Mfgr. SIKA or equal), match to adjacent surfaces to achieve smooth structural *surfaces* deck. **Include epoxy dowels where required for larger holes. This item excludes existing duct penetrations at roof decks. Bidder to assume the following quantities:**
a) 10 each rectangle openings ranging from 1 sq ft to 30 sq ft, 60 sq ft total.
b) Holes, 10 ea - 1", 85 ea - 2", 75 ea - 3", 50 ea - 4", 10ea - 5", 45 ea - 6", 5 ea - 7", & 5 ea - 8".
- BR 1A, Add. 1** .48 Bid to include 80 **120** hours of laborer(s) at straight time for miscellaneous demolition labor, to include small tools and equipment, as directed by Construction Manager. See Bid Form unit pricing.

- BR 1A, Add. 1 .49 *Prior to full mobilization, perform project wide pre-clean of all floors, stairwells and roof decks. Include use of wax base clean-sweep material to ensure clean surfaces.*
- BR 1A, Add. 1 .50 *Demolish and remove all drywall and metal studs at walls and ceiling to the SW basement fire pump room. Clean remaining floor and wall surfaces, patch concrete and gypboard spalls created by this scope item. Bidder to figure approximately 320 sq ft of walls and 170 sq ft of ceiling.*
- BR 1A, Add. 1 .51 *Grind down approximately 440 sq ft of concrete mortar bed at SW Basement demolished bathroom floors. Grind down 3" to make way for proper overlay (by CIPC Contractor). Dispose of spoils generated by this scope of work.*
- BR 1A, Add. 1 .52 *Clean all concrete slurry splatter on walls and soffits in both stairwells.*
- BR 1A, Add. 1 .53 *Remove four (4) housekeeping pads at 9th Level roof deck Penthouse. Patch and level concrete spalling to smooth deck. Sizes of pads as follows; 3'7" x7' x 10", 3'4" x 6'5" x2", 11' x12' x6", 3'6" x 3'6" x6" , and 1'6" x1'6" x 6".*
- BR 1A, Add. 1 .54 *Remove and dispose of one (1) each W18 (20" H) x 26 ft. L, wide flange steel beam located at NE corner of buildings 1st Level.*
- BR 1A, Add. 1 .55 *Remove glue remnants from old acoustical tile that was demolished at deck perimeters, floors 2 thru 7. Scrape all glue off and grind clean to finished surface.*
- BR 1A, Add. 1 .56 *Grind out 38 each mud rings and 3" conduit to electrical floor boxes at 2nd level interior, patch holes with 3000 psi concrete patch (Mfgr. SIKA or equal). Leave deck smooth, matching adjacent surface.*

4.0 SCOPE OF WORK – EXCLUSIONS

Prime Trade Contractor excludes the following items:

- .1 None

**** END OF SECTION ****

DOCUMENT 00 61 13.16

PAYMENT BOND ✓
Contractor's Labor & Material Bond
(100% of Contract Price)

Bond No. 40115454

(Note: Bidders must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the County of Riverside, ("County") and _____
Janus Corporation ✓, ("Principal") have entered into a contract for the furnishing of all
materials and labor, services and transportation, necessary, convenient, and proper to perform
the following project:

Riverside Public Defender/Probation Building Project ✓ (Project Name)

("Contract") which Contract dated February 15, 2016 ✓, and all of the Contract
Documents attached to or forming a part of the Contract, are hereby referred to and made a
part hereof; and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon
the performance of the work, to file a good and sufficient bond with the body by which the
Contract is awarded in an amount equal to one hundred percent (100%) of the Contract price,
to secure the claims to which reference is made in sections 9000 through 9510 and 9550
through 9566 of the Civil Code, and division 2, part 7, of the Labor Code.

NOW, THEREFORE, the Principal and The Guarantee Company of ✓
North America USA, ("Surety") are
held and firmly bound unto all laborers, material men, and other persons referred to in said
statutes in the sum of Three Hundred Forty Six Thousand Seven Hundred & 00/100 ✓
dollars (\$ 346,700.00),
lawful money of the United States, being a sum not less than the total amount payable by the
terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves,
our heirs, executors, administrators, successors, or assigns, jointly and severally, by these
presents.

The condition of this obligation is that if the Principal or any of his or its subcontractors, of the
heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail
to pay for any labor, materials, provisions, provender, or other supplies, used in, upon, for or
about the performance of the work contracted to be done, or for any work or labor thereon of
any kind, or for amounts required to be deducted, withheld, and paid over to the Employment
Development Department from the wages of employees of the Principal or any of his or its
subcontractors of any tier under Section 13020 of the Unemployment Insurance Code with
respect to such work or labor, that the Surety will pay the same in an amount not exceeding
the amount herein above set forth, and also in case suit is brought upon this bond, will pay a
reasonable attorney's fee to be awarded and fixed by the Court, and to be taxed as costs and
to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and
all persons, companies, and corporations entitled to file claims under section 9100 of the Civil
Code, so as to give a right of action to them or their assigns in any suit brought upon this
bond.

Should the condition of this bond be fully performed, then this obligation shall become null and
void; otherwise it shall be and remain in full force and affect.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of Contract or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 18th day of February, 2016.

(Affix Corporate Seal)

Janus Corporation
Principal
By [Signature], v.p.

The Guarantee Company of North America USA
Surety
By [Signature]
By Kelly A. Gardner, Attorney-in-Fact

Janet Shaw
Name of California Agent of Surety

6303 Owensmouth Ave., Ste 10, Woodland Hills, CA 91367
Address of California Agent of Surety

818-936-2845 x 6220
Telephone Number of California Agent of Surety

Bidder must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT

DOCUMENT 00 61 13.13

PERFORMANCE BOND
(100% of Contract Price)

Bond No. 40115454

(Note: Bidders must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") for the County of Riverside, ("County") and _____
Janus Corporation ✓ ("Principal") have entered into a contract for the
furnishing of all materials and labor, services and transportation, necessary, convenient, and
proper to perform the following project:

Riverside Public Defender/Probation Building Project ✓ (Project Name)

("Contract") which Contract dated February 15 ✓, 20 16, and all of the Contract
Documents attached to or forming a part of the Contract, are hereby referred to and made a
part hereof; and

WHEREAS, said Principal is required under the terms of the Contract and by California Public
Contract Code section 20129(b) to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the Principal, and The Guarantee Company of ✓
North America USA ("Surety"), an
admitted surety insurer pursuant to code of Civil Procedure, Section 995.120, are held and
firmly bound unto the County in the penal sum of Three Hundred Forty Six Thousand Seven
✓ Hundred and 00/100 DOLLARS (\$346,700.00) ✓, lawful money of the United States, for the
payment of which sum well and truly to be made we bind ourselves, our heirs, executors,
administrators, successors, and assigns jointly and severally, firmly by these presents, to:

- Perform all the work required to complete the Project; and
- Pay to the County all damages the County incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

The condition of the obligation is such that, if the above bounden Principal, his or its heirs,
executors, administrators, successors, or assigns, shall in all things stand to and abide by, and
well and truly keep and perform the covenants, conditions, and agreements in the Contract
and any alteration thereof made as therein provided, on his or its part to be kept and
performed at the time and in the intent and meaning, including all contractual guarantees and
warrantees of materials and workmanship, and shall indemnify and save harmless the County,
its trustees, officers and agents, as therein stipulated, then this obligation shall become null
and void, otherwise it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the Contract, the above obligation
shall hold good for a period equal to the warranty and/or guarantee period of the Contract,
during which time Surety's obligation shall continue if Contractor shall fail to make full,
complete, and satisfactory repair and replacements and totally protect the County from loss or
damage resulting from or caused by defective materials or faulty workmanship. The
obligations of Surety hereunder shall continue so long as any obligation of Contractor remains.
Nothing herein shall limit the County's rights or the Contractor or Surety's obligations under
the Contract, law or equity, including, but not limited to, California Code of Civil Procedure
section 337.15.

Whenever Principal shall be, and is declared by County to be, in default under the Contract, the Surety shall promptly either remedy the default, or, if the Contract is terminated by County or the Principal's performance of the Work is discontinued, Surety shall promptly complete the Contract through its agents or independent contractors, subject to acceptance of such agents or independent contractors by County as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract (including, without limitation, all obligations with respect to payment of liquidated damages) subject to the penal amount of this bond as set forth above.

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

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications.

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

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 18th day of February, 2016.

(Affix Corporate Seal)

Janus Corporation ✓
Principal
[Signature] ✓
By J.P.

The Guarantee Company of North America USA
Surety
[Signature] ✓
By Kelly A. Gardner, Attorney-in-Fact

Janet Shaw
Name of California Agent of Surety

6303 Owensmouth Ave., Ste 10, Woodland Hills, CA 91367
Address of California Agent of Surety

818-936-2845 x 6220
Telephone Number of California Agent of Surety

Bidder must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT


STATE OF ILLINOIS }
COUNTY OF DU PAGE}

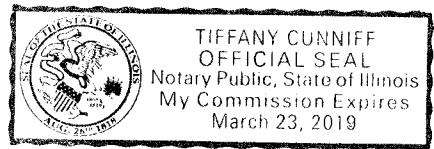
✓

On February 18, 2016 before me, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared Kelly A. Gardner known to me to be Attorney-in-Fact of The Guarantee Company of North America USA the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument on behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires March 23, 2019 ✓


Tiffany Cuniff, Notary Public ✓
Commission No. 816980





THE GUARANTEE COMPANY OF NORTH AMERICA USA
Southfield, Michigan
POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

*Stephen T. Kazmer, James I. Moore, Dawn L. Morgan, Jennifer J. Mc Comb, Melissa A. Schmidt, Peggy Faust, Kelly A. Gardner,
Heather Beck*
HUB International Midwest Limited

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.



IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 23rd day of February, 2012.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

Stephen C. Ruschak

Randall Musselman

STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, Vice President

Randall Musselman, Secretary

On this 23rd day of February, 2012 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2018
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

Cynthia A. Takai

I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 18 day of February 2016

Randall Musselman

Randall Musselman, Secretary

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY		NAMED INSURED	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: _____

GENERAL LIABILITY:

- * Additional Insured if required by written contract per attached form ECP 1004 04 10 including Contractors Pollution Liability
- * Coverage is Primary/Non-Contributory if required by written contract per form ECPO1000 10 06
- * Waiver of Subrogation if required by written contract per attached form ENV 2004 09 06

AUTOMOBILE LIABILITY:

- * Additional Insured if required by written contract per attached form ENV 2223 04 08
- * Waiver of Subrogation if required by written contract per attached form CA 04 44 10 13

WORKERS' COMPENSATION:

- * Waiver of Subrogation if required by written contract per attached form WC 04 03 06 04 84

EXCESS LIABILITY:

- * Underlying Policies: General Liability, Automobile Liability, and Employers' Liability

ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

ADDITIONAL INSURED – BLANKET

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

In consideration of the premium charged and notwithstanding anything contained in this policy to the contrary, it is hereby agreed and understood that this endorsement shall apply only to the Coverage Part(s) corresponding with the box or boxes marked below.

- COVERAGES PARTS A AND B – GENERAL LIABILITY**
- COVERAGE PART D – CONTRACTORS POLLUTION LIABILITY**

AL

SECTION III – WHO IS AN INSURED is amended to include as an insured, with respect to Coverage A, B and D, any person(s) or organization(s) when you and such person(s) or organization(s) have agreed in a written contract or written agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such written contract or written agreement must be in effect prior to the performance of **your work** which is the subject of such written contract or written agreement.

Such additional insured status applies only:

1. Under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY** for claims or **suits** resulting from:
 - a. **Your work** performed for such person(s) or organization(s) in the performance of your ongoing operations for the additional insured; or
 - b. **Your work** performed for such person(s) or organizations(s) and included in the **products-completed operations hazard**.
2. Under **COVERAGE D CONTRACTORS POLLUTION LIABILITY** for claims or **suits** arising out of **pollution conditions** that are the result of:
 - a. **Your work** performed for such person(s) or organization(s) in the performance of your ongoing operations for the additional insured; or
 - b. **Your work** performed for such person(s) or organizations(s) and included in the **products-completed operations hazard**.

With respect to damages caused by **your work**, as described above, the coverage provided hereunder shall be primary and not contributing with any other insurance available to those person(s) or organization(s) with which you have so agreed in a written contract or written agreement.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

behalf of or for the benefit of you or others, to determine or warrant that such property or operations are safe or in compliance with environmental law, or any other law.

5. Legal Action Against Us

No person or organization has a right under this policy:

- a. To join us as a party or otherwise bring us into a **suit** asking for damages from an insured; or
- b. To sue us on this policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative. For purposes of this condition, a consent judgment, stipulated judgment, agreed judgment, consent decree or consent order reached without our written agreement is neither an agreed settlement nor a final judgment.

6. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this policy, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for **your work**;
 - (b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for **property damage** to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, **auto** or watercraft to the extent not subject to Exclusion **d.**, of Section I - Coverage **A** - Bodily Injury And Property Damage Liability.
- (2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured by attachment of an endorsement.

When this insurance is excess, we will have no duty under this policy to defend the insured against any **suit** if any other insurer has a duty to defend the insured against that **suit**. If no other insurer has the obligation to defend, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

- (2) The total of all deductible and self insured retention amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this policy.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable Limits of Insurance of all insurers.

7. Premium Audit

- a. We will compute all premiums for this policy in accordance with our rules and rates.
- b. Premium shown in this policy as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured shown in the Declarations or as amended by endorsement. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured, subject to the minimum premium stated within the policy.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.
- d. We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to (3) three years after the end of the policy period.

8. Premium Payment

The first Named Insured shown in the Declarations is responsible for the payment of all premiums due and will be the payee for any returned premiums we pay.

9. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

10. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or **suit** is brought.

11. Transfer Of Policy

Your rights and duties under this policy may not be transferred without our written consent.

Policy Number: ECP 2005646-13 ✓

ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

✓ WAIVER OF SUBROGATION

It is agreed that the Company, in the event of any payment under this policy, waives its right of recovery against any Principal, but only at the specific written request of the Named Insured either before or after loss, wherein such waiver has been included before ~~loss as part of a contractual undertaking by the Named Insured.~~

This waiver shall apply only with respect to losses occurring due to operations undertaken as per the specific contract existing between the Named Insured and such Principal and shall not be construed to be a waiver with respect to other operations of such Principal in which the Named Insured has no contractual interest.

No waiver of subrogation shall directly or indirectly apply to any employee, employees or agents of either the Named Insured or of the Principal, and the Company reserves its right or lien to be reimbursed from any recovery funds obtained by any injured employee.

This waiver does not apply in any jurisdiction or situation where such waiver is held to be illegal or against public policy or in any situation wherein the Principal against whom subrogation is to be waived is found to be solely negligent.

ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

✓ **BUSINESS AUTO - ADDITIONAL INSURED
WHEN REQUIRED BY CONTRACT OR AGREEMENT**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section II – Liability Coverage A. – Coverage, 1. Who is an Insured, is amended to add:

- AI
- d. Any person or organization to whom you become obligated to include as an additional insured under this policy, as ~~a result of any contract or agreement you enter into, excluding contracts or agreements for professional services, which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you.~~ However, the insurance provided will not exceed the lesser of:
1. The coverage and/or limits of this policy; or
 2. The coverage and/or limits required by said contract or agreement.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Janus Corporation

Endorsement Effective Date: 07/01/2015

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any Principal wherein such waiver has been included before loss as part of a contractual undertaking by the Named Insured

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

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 0.00% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Any Principal wherein such waiver has been included before loss as part of a contractual undertaking by the Named Insured.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy)

Endorsement Effective	Policy No.	Endorsement No.
06/15/2015	WCA 2012038-11	
Insured		Premium
Janus Corporation		
Insurance Company:	Countersigned	
	by	_____
Great Divide Insurance Company		


Nautilus Insurance Company (2)

A.M. Best #: 001990 NAIC #: 17370 FEIN #: 860528184

Domiciliary Address
 7233 East Butherus Drive
 Scottsdale, AZ 85260
 United States

Web: www.wrberkley.com
Phone: 480-951-0905
Fax: 480-281-0910

Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.



Based on A.M. Best's analysis, [058496 - W. R. Berkley Corporation](#) is the AMB Ultimate Parent and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

Best's Credit Ratings

Financial Strength Rating [View Definition](#)

Rating: A+ (Superior)
Affiliation Code: r (Reinsured)
Financial Size Category: XV (\$2 Billion or greater)
Outlook: Stable
Action: Affirmed
Effective Date: January 22, 2015
Initial Rating Date: June 30, 1986

Long-Term Issuer Credit Rating [View Definition](#)

Long-Term: aa-
Outlook: Stable
Action: Affirmed
Effective Date: January 22, 2015
Initial Rating Date: June 22, 2005

Best's Credit Rating Analyst

Rating Issued by: A.M. Best Rating Services, Inc.
Assistant Vice President: Jennifer Marshall, CPCU, ARM
Vice President: Michael J. Lagomarsino, CFA, FRM

Disclosure Information



View A.M. Best's [Rating Disclosure Statement](#)



A.M. Best Affirms Ratings for [W. R. Berkley Corporation and its Subsidiaries](#)
 January 22, 2015

u Denotes Under Review Best's Rating

Great Divide Insurance Company (2)

A.M. Best #: 011231 NAIC #: 25224 FEIN #: 450397186

Mailing Address

P.O. Box 1594
Des Moines, IA 50306-1594
United States

[View Additional Address Information](#)

Web: www.wrberkley.com
Phone: 515-473-3174
Fax: 480-951-0905

Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.



Based on A.M. Best's analysis, 058496 - W. R. Berkley Corporation is the AMB Ultimate Parent and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

Best's Credit Ratings

Financial Strength Rating [View Definition](#)

Rating: A+ (Superior)
Affiliation Code: r (Reinsured)
Financial Size Category: XV (\$2 Billion or greater)
Outlook: Stable
Action: Affirmed
Effective Date: January 22, 2015
Initial Rating Date: December 16, 1991

Best's Credit Rating Analyst

Rating Issued by: A.M. Best Rating Services, Inc.
Assistant Vice President: Jennifer Marshall, CPCU, ARM
Vice President: Michael J. Lagomarsino, CFA, FRM

Disclosure Information



[View A.M. Best's Rating Disclosure Statement](#)



[A.M. Best Affirms Ratings for W. R. Berkley Corporation and its Subsidiaries](#)
January 22, 2015

Long-Term Issuer Credit Rating [View Definition](#)

Long-Term: aa-
Outlook: Stable
Action: Affirmed
Effective Date: January 22, 2015
Initial Rating Date: June 22, 2005

u Denotes Under Review Best's Rating



2025 Tandem Way, Norco, CA 92860

Lic#572682

Office: (951) 479-0700 Fax: (951) 479-0701

SUBCONTRACTOR / SUPPLIER LIST

Economic Development Authority of Riverside County

Riverside Public Defender / Probation Building

Project No. FM08240003992

2-24-16 ✓

The following Subcontractors / Suppliers will be used on the Riverside Public Defender / Probation Building project.

Chiller Services Rigging & Demolition ✓

ACE Sandblasting

Janus Corporation
2025 Tandem Way, Norco, CA 92860 ✓

Sincerely,

A handwritten signature in black ink, appearing to read "Chad Chandler", written over a horizontal line.

Chad Chandler
Project Manager

Norco: (951) 479-0700

(Corporate) San Francisco: (925) 969-9200

San Diego: (760) 598-7374



2025 Tandem Way, Norco, CA 92860

Lic#572682

Office: (951) 479-0700 Fax: (951) 479-0701

Economic Development Authority of Riverside County

Riverside Public Defender / Probation Building

Project No. FM08240003992

SUPERINTENDENT QUALIFICATIONS

2-24-16

Samuel Rojas

Samuel Rojas has worked in the industry for 16 years and as a Superintendent since 2006 for Janus Corporation. Below is a list of projects Samuel has worked on for Janus Corporation:

Garden Grove High School

Jordan Intermediate School

Post Elementary School

Janus Corporation
Sincerely,

A handwritten signature in black ink, appearing to read "Chad Chandler", written over a horizontal line.

Chad Chandler
Project Manager

Norco: (951) 479-0700

(Corporate) San Francisco: (925) 969-9200

San Diego: (760) 598-7374

**Request for Taxpayer
 Identification Number and Certification**

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above Janus Corporation	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.) 2025 Tandem Way	Requester's name and address (optional)
	City, state, and ZIP code Norco, CA 92860	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number										
6	8		-	0	1	8	0	5	3	4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ *Priscilla Pineda*

Date ▶ *02/24/16*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.