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



ITEM: 3.10 (ID # 26163) MEETING DATE: Tuesday, October 29, 2024

Kimberly A. Rector

Clerk of the Board

FROM: FACILITIES MANAGEMENT AND RIVERSIDE COUNTY CHILDREN AND FAMILIES COMMISSION

SUBJECT: FACILITIES MANAGEMENT AND RIVERSIDE COUNTY CHILDREN & FAMILIES COMMISSION: Riverside County Lakeland Village Child Care Facilities Project - Approval of Revised Project Budget and Approval of Construction Contract for Robert Clapper Construction Services, Inc.; District 2. [\$6,557,825 – 28% Federal -American Rescue Plan Act (ARPA) Fund 25820, 3% ARPA Interest Earnings Fund 25820, 31% ARPA Fund 21735, 38% State - Proposition 10 - Fund 25800](4/5 Vote Required)

RECOMMENDED MOTION: That the Board of Supervisors:

 Approve an increase to the project budget in the amount not to exceed \$6,557,825 from \$2,607,628 for a revised project budget of \$9,165,453 for the Lakeland Village Child Care Facilities Project (Project);

Continued on Page 2

ACTION:Policy, CIP

Tammi Graham, EXECUTIVE DIR CFC, FIRST FIVE 10/9/2024
Rose Salgado, Director of Facilities Management 0/9/2024

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes:

Jeffries, Spiegel, Washington, Perez and Gutierrez

Nays: Absent: None None

Date:

October 29, 2024

XC:

FM, RCCFC

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RECOMMENDED MOTION: That the Board of Supervisors:

- 2. Authorize the use of an additional \$1,827,485 Federal American Rescue Plan Act (ARPA) Fund 25820, \$172,515 ARPA Interest Earnings Fund 25820, \$1,000,000 District 2 and \$1,057,825 Contingency ARPA Fund 21735, and authorize the acceptance of the committed \$2,500,000 State Proposition 10 Fund 25800 for the Project in the not to exceed cumulative amount of \$6,557,825, including reimbursement to Facilities Management (FM) for incurred project related expenses;
- 3. Approve Addenda 1 through 7 to the plans and specifications for the Project issued prior to the bid opening date of August 8, 2024;
- 4. Waive any and all immaterial bid irregularities, accept the responsive low bid, and approve the attached construction contract between the County of Riverside (County) and Robert Clapper Construction Services, Inc. (RC Construction) for the Project in the amount of \$6,183,000, and authorize the Chairman of the Board to execute the contract on behalf of the County; and
- 5. Authorize the Director of Facilities Management, or her designee, to administer the construction contract with RC Construction for the Project, in accordance with applicable Board Policies.

FINANCIAL DATA	Curi	ent Fiscal Year:	Ne	ext Fiscal Year:		Total Cost:		Ongoing Cost
COST	\$	4,000,000	\$	2,557,825	\$	6,557,825	\$	0
NET COUNTY COST	\$	0	\$	0	\$	0	\$	0
SOURCE OF FUNDS 28% Federal -American Rescue Plan			Bud	lget Adjustme	ent:	No		
Act (ARPA) Fund 25820, 3% ARPA Interest Earnings Fund 25820, 31% ARPA (D2 and Contingency) Fund 21735, 38% State - Proposition 10 - Fund 25800				For	Fiscal Year:	24/	25	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On April 5, 2022, Item 3.8, the Board of Supervisors (Board) approved in-principle, a preliminary design development budget in the amount of \$2,607,628, and the Professional Services Agreement between the County of Riverside (County) and Ware Malcomb of Irvine, California in the amount of \$680,430 for the Lakeland Village Child Care Facilities Project, located at 16275 Grand Ave in Lakeland Village, California 92530. On June 4, 2024, Item 3.52, the Board approved the plans and specifications and authorized the Clerk of the Board to advertise for bids. The Project will allow for a childcare center to accommodate 25 spaces in the age 0 to 3-year range.

The project was advertised on June 8, 2024, and a bidders conference was held on June 25, 2024. On August 8, 2024, the bid opening was held at the Clerk of the Board's Office and six (6) bids were received. During the bid review, two (2) bid protests were received against the low bid which were found to be minor irregularities in the documents submitted and were waived

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as the irregularities were immaterial and did not constitute a competitive advantage, or otherwise contained insufficient grounds to find the low bid non-responsive (see attachments). The bid documents submitted by Robert Clapper Construction Services, Inc. were found to be the lowest, responsive bid, are complete, and meet all bid requirements for this Project.

Facilities Management recommends the Board approve Addenda 1 through 7 issued during the bid process, approve the additional funds in the amount of \$1,827,485 from Federal - American Rescue Plan Act (ARPA) Fund 25820, \$172,515 ARPA Interest Earnings Fund 25820, \$1,000,000 District 2 and \$1,057,825 Contingency ARPA Fund 21735 and authorize the acceptance of the committed \$2,500,000 State - Proposition 10 - Fund 25800 in the not to exceed cumulative amount of \$6,557,825 for a revised project budget from \$2,067,628 to \$9,165,453; waive the immaterial bid irregularities and approve the construction contract with Robert Clapper Construction Services, Inc. in the amount of \$6,183,000 to move forward with the construction phase of the Project and to meet scheduled project commitments.

Impact on Residents and Businesses

The childcare center to be constructed at the community of Lakeland Village is expected to enhance the service provision at this multi-service facility, with easy access to complementary services like the Lakeland Village Community Center Library.

Additional Fiscal Information

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

BUDGET LINE ITEMS	PROJECT BUDGET	BUDGET ADJUSTMENT	REVISED PROJECT BUDGET
DESIGN PROFESSIONAL OF RECORD	530,400	0	530,400
SPECIALTY CONSULTANTS	135,500	156,601	292,101
REGULATORY PERMITTING	39,620	0	39,620
CONSTRUCTION CONTRACT	0	6,183,000	6,183,000
OTHER CONSTRUCTION	732,035	187,801	919,836
COUNTY ADMINISTRATION	336,850	30,423	367,273
PROJECT CONTINGENCY	833,223	0	833,223
PROJECT BUDGET	\$2,607,628	\$6,557,825	9,165,453

The Board previously approved the project budget in the amount of \$2,607,628 on April 5, 2022, Item 3.8 and is 100% funded through 24% Western County Development Impact Fees - Fund 30569; 38% Federal - American Rescue Plan Act (ARPA) - Fund 25820; 38% State - Proposition 10 - Fund 25800. This Board action will increase the project budget by \$6,557,825 using 28% Federal - American Rescue Plan Act (ARPA) Fund 25820, 3% ARPA Interest Earnings Fund 25820, 31% ARPA (District 2 and Contingency) Fund 21735 and 38% State - Proposition 10 - Fund 25800 for a revised budget from \$2,607,628 to \$9,165,453.

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Attachments:

- Construction Contract with Robert Clapper Construction Services, Inc.
- Addenda 1 through 7
- · Bid Protest Letters and Responses

RS:VB:RM:RB:SC:

FM08938011633

MT#26163

G:\Project Management Office\FORM 11'S\Form 11's_In Process\26163_D2 - 011633 - Lakeland Village Child Care Facilities Project - RevProjBdgt_Award Contract.doc

Aaron Gettis, Chief of Deput County Counsel 10/15/2024



STANDARD FORM OF CONSTRUCTION CONTRACT BETWEEN COUNTY AND CONTRACTOR

by and between

Robert Clapper Construction Services, Inc. dba R.C. Construction Services

(the "Contractor")

And

THE COUNTY OF RIVERSIDE

(the "County")

FOR:

Riverside County Lakeland Village Child Care Facilities

Project No. FM08938011633

16275 GRAND AVE., LAKE ELSINORE, CA 92530

STANDARD FORM OF CONSTRUCTION CONTRACT BETWEEN COUNTY AND CONTRACTOR

THIS STANDARD FORM OF CONSTRUCTION CONTRACT BETWEEN COUNTY AND CONTRACTOR ("Agreement") is entered into as of the date of the last signature on the signature page of this contract by and between THE COUNTY OF RIVERSIDE, a political subdivision of the State of California ("County") and Robert Clapper Construction Services, Inc., dba R.C. Construction Services, a California corporation ("Contractor") whose principal place of business is located at 700 New York Street, Redlands, CA 92374.

ARTICLE 1 DEFINITIONS

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

ARTICLE 2 PERFORMANCE OF WORK

2.1 SCOPE OF WORK

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

2.2 STANDARD OF PERFORMANCE

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

- **2.2.1** the requirements of the Contract Documents;
- 2.2.2 the requirements and conditions of Applicable Laws:
- **2.2.3** the standard of care applicable to those who provide construction of the type called for by this Construction Contract for projects of a scope and complexity comparable to the Project;
- **2.2.4** Contractor shall furnish efficient business administration of the Work, utilizing sufficient senior level management and other qualified personnel to manage the Work; and
- 2.2.5 Contractor shall apply its best and highest skill and attention to completing the Work in an expeditious and economical manner, consistent with the expressed best interests of the County and within the limitations of the Contract Price and Contract Time

ARTICLE 3 CONTRACT TIME

3.1 CONTRACT TIME

3.1.1 Substantial Completion. Subject to Contract Adjustments permitted by the Contract Documents, Contractor shall achieve Substantial Completion of the entire Work not later than Three Hundred Thirty Five (335) Days after the Date of Commencement.

- **3.1.2** Final Completion. Subject to Contract Adjustments permitted by the Contract Documents, Contractor shall achieve Final Completion of the Work not later than Thirty (30) Days after the actual occurrence of Substantial Completion.
- **3.1.3 Contract Adjustments**. The Contract Time shall be extended or shortened only in accordance with the provisions of the Contract Documents governing Contract Adjustments to the Contract Time.

3.2 LIQUIDATED DAMAGES TO COUNTY

- **3.2.1 County's Right.** County and Contractor acknowledge that if Contractor fails to Substantially Complete the Work within the Contract Time for Substantial Completion, County will suffer substantial Losses, which would be both extremely difficult and impracticable to ascertain. On that basis they agree, as a reasonable estimate of those Losses and not a penalty, to the assessment and recovery by County of liquidated damages under this Section 3.2.
- **3.2.2 Per Diem Rate**. If Contractor fails to actually achieve Substantial Completion of the entire Work within the Contract Time for Substantial Completion, Contractor shall pay to County as liquidated damages the amount of Two Thousand Dollars (\$2,000) per Day for each Day occurring after the expiration of the Contract Time for Substantial Completion until Contractor achieves Substantial Completion of the entire Work.
- **3.2.3** Adjustment for Extensions of Time. Subject to the provisions of Paragraph 8.2.8 of the General Conditions dealing with concurrency of Delays, liquidated damages shall not be charged to Contractor for a period of time for which the Contractor is entitled under the Contract Documents to a Contract Adjustment to the Contract Time for Substantial Completion.
- **3.2.4 Partial Completion.** The liquidated damages provided for under this Section 3.2 shall not be reduced or apportioned: (1) for Substantial Completion of portions of the Work prior to Substantial Completion of the entirety of the Work; or (2) if portions of the Work are deleted pursuant to (a) the County's right to order Deleted Work; or (b) a termination by County of a portion of the Construction Contract or a deletion of portion of Work for the convenience of the County or due to an Event of Contractor Default.
- **3.2.5** Remedies. County may deduct any liquidated damages payable under this Section 3.2 from money due or to become due to Contractor under the Contract Documents, or pursue any other legal remedy to collect such liquidated damages from Contractor and/or its Surety.
- **3.2.6 Not a Limitation**. County's rights under this Section 3.2 shall not be interpreted as precluding or limiting: (1) any right or remedy of County arising from an Event of Contractor Default other than a failure to achieve Substantial Completion of the Work within the Contract Time for Substantial Completion; or (2) County's right to order an acceleration, at Contractor's Own Expense, of performance of the Work to overcome Delay, including, without limitation, a Delay for which County has the right to assess liquidated damages under this Section 3.2.

3.3. LIQUIDATED DAMAGES TO CONTRACTOR

- **3.3.1** Contractor's Right. County and Contractor acknowledge and agree that if Contractor is unable due to Compensable Delay to actually achieve Substantial Completion of the Work within the Contract Time for Substantial Completion, Contractor and its affected Subcontractors will suffer Losses that would be both extremely difficult and impracticable to ascertain. On that basis they agree, as a reasonable estimate of those Losses and not a penalty, to the payment by County to Contractor of liquidated damages under this Section 3.3.
- **3.3.2** Daily Rate. Subject to the provisions of Paragraph 8.2.8 of the General Conditions dealing with concurrency of Delays, the Contract Price shall be increased by Change Order or Unilateral Change Order in the amount of Two Thousand Dollars (\$2,000) per Day as liquidated damages for each Day for which Contractor is entitled under the Contract Documents to a Contract Adjustment extending the Contract Time for Substantial Completion due to Compensable Delay, with no additional amount added thereto or calculated thereon for Allowable Markup or any other markup for overhead or profit to Contractor or any Subcontractor, of any Tier.

- **3.3.3** Payment by County. A Change Order or Unilateral Change Order setting forth a Contract Adjustment to the Contract Price for liquidated damages permitted by this Section 3.3 shall be executed following, and not before, actual Substantial Completion and prior to or contemporaneously with Final Completion. Notwithstanding any other provision of the Contract Documents to the contrary and without limitation to the County's rights of withholding payment to Contractor as permitted elsewhere in the Contract Documents or under Applicable Laws, any amounts due to the Contractor under this Section 3.3 shall be payable as part of, and not prior to the due date for payment of, Final Payment to Contractor.
- **3.3.4 Deleted Work**. A Contract Adjustment shall be made pursuant to Subparagraph 8.2.6.2 of the General Conditions reducing the Contract Price and Contract Time in the event that the Contract Time is shortened due to (1) Deleted Work; or (2) a termination by County of a portion of the Construction Contract for convenience or due to an Event of Contractor Default.
- **3.3.5 Termination**. County shall have no liability to Contractor to pay any liquidated damages under this Section 3.3, nor shall County have any other liability to Contractor or any Subcontractor for any Loss due to Delay (including, without limitation, Compensable Delay) in the event the Construction Contract is wholly terminated (whether such termination for cause by County or Contractor or a termination for convenience by County) at any time prior to expiration of the Contract Time for Substantial Completion set forth in Paragraph 3.1.1, above.
- 3.3.6 Exclusive Remedy. Liquidated damages payable by County under this Section 3.3 constitute the Contractor's sole and exclusive right and remedy for recovery from County of Losses to Contractor and its Subcontractors, of every Tier, that are attributable to Compensable Delay, regardless of the cause, duration or timing of the Compensable Delay and no other Contract Adjustment, or other form of compensation or reimbursement, of any kind, shall be made to Contractor or any Subcontractor, of any Tier, for any Loss resulting, directly or indirectly, from, or attributable to, any of the following: (1) Unexcused Delay or acceleration to overcome Unexcused Delay; (2) Excusable Delay or any acceleration not authorized by County in writing to overcome Excusable Delay; or (3) concurrency of a Compensable Delay with any different type or class of Unexcused Delay or Excusable Delay, whether such concurrency is a concurrency in cause or in effect.

3.3.7 WAIVER BY CONTRACTOR.

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

ARTICLE 4 CONTRACTOR COMPENSATION

4.1 CONTRACT PRICE

- **4.1.1 Contract Price**. County shall pay the Contractor in current funds for the Contractor's performance of the Work in accordance with the Contract Documents the Contract Price, exclusive of Contract Adjustments, of Six Million One Hundred Eighty Three Thousand Dollars (\$6,183,000).
- **4.1.2 Basis**. The Contract Price set forth in Paragraph 4.1.1, above, is based on the Bid submitted by Contractor as adjusted for Alternates accepted by County as set forth in Section 4.2, below.
- **4.1.3 Adjustments**. The Contract Price is only subject to adjustment as permitted by the General Conditions for Contract Adjustments due to Compensable Changes, Deleted Work or Compensable Delay.
- **4.1.4 All-Inclusive Price**. The Contract Price as adjusted for Contract Adjustment permitted by the Contract Documents is the total amount payable by County to Contractor for performance of the Work under the Contract Documents and is deemed to cover all Losses, foreseeable or unforeseeable, arising out of or related to past, present or future circumstances within or outside the control of the Contractor or its Subcontractors affecting the time or cost of performing the Work, including, without limitation, the effects of natural elements upon the Work, unforeseen difficulties or obstructions affecting the performance of the Work (including, without limitation, unforeseen conditions at the Site that do not constitute

Differing Site Conditions) and unforeseen fluctuations in market conditions and price escalations (whether occurring locally, nationally or internationally).

4.2 ALTERNATES

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

Number	Description	Dollar Amount
Alternate No. 2	Mitigation of Low Fire Flow	\$175,000

4.3 UNIT PRICES

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

ARTICLE 5 ENUMERATION OF CONTRACT DOCUMENTS

5.1 LIST OF CONTRACT DOCUMENTS

The Contract Documents include, without limitation, the following:

- **5.1.1 Construction Contract**. The Contract Documents include this executed Standard Form of Construction Contract Between County and Contractor.
- **5.1.2 General Conditions**. The Contract Documents include the ⊠ General Conditions of the Standard Form of Construction Contract Between County and Contractor (Long Form) or □ General Conditions of the Standard Form of Construction Contract Between County and Contractor (Short Form).
 - **5.1.3** Specifications. The Contract Documents include the following Specifications:

Title	Date	Divisions	
Specifications (1,491 pages), dated	May 22, 2024, and as approve	d by the Board of Supervisors	
on June 4, 2024 and incorporated herein.			

5.1.4 Drawings. The Contract Documents include the following Drawings:

Sheet Number	Title	Date	Pages
Drawings (104 sheets/drawings), Dated 2024-06-03, included in Specifications approved by the Board			
of Supervisors on June 4, 2024, and incorporated herein.			
Revised Project plans/drawings, dated 8/1/2024 (114 sheets/drawings)			
Revised Plan Sheets (sheets A000, A110, and A610), dated 2024-08-05 (3 sheets/drawings)			

5.1.5 Addenda. The Contract Documents include the following Addenda:

Addendum Number	Title	Date	Pages
1	Addendum No. 1	June 5, 2024	5
2	Addendum No. 2	June 6, 2024	5
3	Addendum No. 3	July 3, 2024	12
4	Addendum No. 4	July 17, 2024	41
5	Addendum No. 5	July 23, 2024	191
6	Addendum No. 6	August 2, 2024	382
7	Addendum No. 7	August 5, 2024	23

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

Title	Author	Date	Pages
Final Hydrology and Hydraulics Study	Ware Malcomb	05/20/24	135
Project Specific Water Quality Management Plan	Ware Malcomb	05/20/24	224
GEOTECHNICAL AND INFILTRATION EVALUATION	GEOTEK, INC.	January 10, 2024	62
Lake Elsinore Unified School District Butterfield Elementary School Modernization & Addition (drawings)	KPI Architects, Inc.	06/07/04	97
STRUCTURAL CALCULATIONS FOR LAKELAND VILLAGE CHILDCARE CENTER"	BURKE STRUCTURAL ENGINEERS P.C.	4/17/24 thru 6/3/24	84
ASBESTOS, LEAD-BASED PAINT AND OTHER HAZARDOUS MATERIALS SURVEY REPOR RCLS Lakeland Village Branch Library, Buildings B & E	Converse Consultants	October 5, 2022	123
Elsinore Valley Municipal Water District's "Fire Flow Test Results for 16275 Grand Avenue	Elsinore Valley Municipal Water District	July 19, 2024	2
Water Flow Test	Serenity Fire Protection	July 26, 2024	2

ARTICLE 6 SPECIAL REQUIREMENTS

6.1 LABOR CODE SECTION 1861 CERTIFICATION

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

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

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

[SIGNATURES ON FOLLOWING PAGE:

"COUNTY"	"CONTRACTOR"
"COUNTY" COUNTY OF RIVERSIDE	Robert Clapper Construction Services, Inc. dba R.C. Construction Services
By: Mull Chairman, Board of Supervisors	(Sign on line above)
CHUCK WASHINGTON	By: Robert W. Clapper
	Title: President
	The following information must be provided concerning the Contractor:
	State whether Contractor is corporation, Individual, partnership, joint venture or other:
ATTEST:	Corporation
KIMBERLY RECTOR Clerk of the Board	If "other", enter legal form of business:
Clerk of the Board	N/A
By: (Deouty)	Enter address:
	700 New York Street Redlands, CA 92374
(SEAL)	Telephone: (909) 829-3688 Facsimile: (909) 829-3696 Email: bids@rcconstruction.com Employer State Tax ID #: 33-0681039 State Contractor License #: 716719
	Department of Industrial Relations Registration No: <u>1000002662</u>
APPROVED AS TO FORM: MINH C. TRAN County Counsel	If Contractor is not an individual or corporation, list Names of 4 representatives who have authority to contractually bind Contractor:
By: Sndy	
Deputy County Counsel	If Contractor is a corporation, state:
	Name of President: Robert W. Clapper

Name of Secretary: Brianne Brissette State of Incorporation: California

CALIFORNIA ACKNOWLEDGMEN I	CIAIE CODE & 1102
A notary public or other officer completing this certificate to which this certificate is attached, and not the truthfuln	verifies only the identity of the individual who signed the document ness, accuracy, or validity of that document.
State of California County of San Bernardino	}
On August 28, 2024 before me, _	Kimberly Hall, Notary Public
Date personally appeared Robert W. Clapper	Here Insert Name and Title of the Officer
	Name(s) of Signer(s)
to the within instrument and acknowledged to me	dence to be the person(s) whose name(s) is/are subscribed that he/she/they executed the same in his/her/their signature(s) on the instrument the person(s), or the entity d the instrument.
KIMBERLY HALL Notary Public - California San Bernardino County Commission # 2457901 My Comm. Expires Aug 8, 2027	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.
	Signature Signature of Notary Public
Place Notary Seal and/or Stamp Above	PTIONAL ————————————————————————————————————
Completing this information co	an deter alteration of the document or his form to an unintended document.
Description of Attached Document	
Title or Type of Document:	
Document Date:	Number of Pages:
Signer(s) Other Than Named Above:	
Capacity(ies) Claimed by Signer(s)	
Signer's Name:	Signer's Name:
□ Corporate Officer – Title(s):	Corporate Officer – Title(s):
□ Partner – □ Limited □ General	□ Partner – □ Limited □ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservat	tor Trustee Guardian or Conservator Other:

Signer is Representing:

Signer is Representing: _

Bond premium is subject to change based on the final contract amount Executed in Quadruplicate

Project No. FM08938011633

Bond No. <u>US3003285</u> Premium: \$60,925,00

PERFORMANCE BOND

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

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the County of Riverside ("County") by action of the Board of Supervisors has awarded Construction Contract Number FM08938011633 ("Contract") to the undersigned DBARC Construction Services as Principal ("Principal") to perform the work ("Work") for the following project:

Lakeland Village Child Care Facilities, which Contract is by this reference hereby incorporated herein and made a part hereof;

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

Euler Hermes North

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

Dollars (\$ 6,183,000.00), this amount being not less than one hundred percent (100%) of the total sum payable by County under the Contract at the time the Contract is awarded by County to the Principal, lawful money of the United States of America, for the payment of which sum well and truly to be made, we, Principal and Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

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

Whenever Principal shall be, and is declared by County to be, in default under the Contract, the Surety shall promptly either remedy the default, or, if the Contract is terminated by County or the Principal's performance of the Work is discontinued, Surety shall promptly complete the Contract through its agents or independent contractors, subject to acceptance of such agents or independent contractors by County as

hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract (including, without limitation, all obligations with respect to payment of liquidated damages) less the "Balance of the Contract Price" (as hereinafter defined); subject to the penal amount of this bond as set forth above. The term "Balance of the Contract Price," as used in this paragraph, shall mean the total amount payable to Principal by County under the Contract and any modifications thereto, less the amount previously paid by County to the Principal and less amounts that County is authorized to withhold under the terms of the Contract.

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

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

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

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

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

	Robert Clapper Construction Services, Inc. DBA R C Construction Services (Firm Name – Principal)	Affix Seal if Corporation
	700 New York Street	
	Redlands, CA 92374 (Business Address)	
/	By (Original Signature)	
	Robert W. Clapper, President	_
	(Title)	
	Euler Hermes North America Insurance Company (Corporation Name – Surety)	Affix Corporate Seal
	800 Red Brook Blvd., Owings Mills, MD 21117	
	(Business Address)	
	By ellemen	
	(Signature – Attached Notary's Acknowledgment) Thao Luu ATTORNEY-IN-FACT	
	(Title-Attach Power of Attorney)	

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

CALIFORNIA ACKNOWLEDGMENT

CALIFORNIA ACKI	OWLEDOMEN!		
23030303030303050505050505050	#\$\$\$\$\$\$#\$#\$#\$#\$#\$#\$#\$#\$#\$#\$#\$#\$#\$#\$#\$#		
	r officer completing this certificate veri e is attached, and not the truthfulness		he individual who signed the document that document.
State of California County of San Ber	nardino		
	24 before me, _Ki	mberly Hall, Nota	ry Public
Dat	e		me and Title of the Officer
personally appeared	Robert W. Clapper		
personally appeared		Name(s) of Signer(s)	
	es), and that by his/her/their signathe the person(s) acted, executed the	e instrument.	ALTY OF PERJURY under the
		District Control of the Control of t	f California that the foregoing
-	Number of the second	paragraph is true a	nd correct.
Notary Public - California San Bernardino County Commission # 2457901 My Comm. Expires Aug 8, 2027		WITNESS my hand	and official seal.
		Signature 74	hay tall
Place Notary S	Seal and/or Stamp Above		Signature of Notary Public
	ОРТІ	ONAL -	
	ompleting this information can of this fraudulent reattachment of this		
Description of At	tached Document		
Title or Type of D	ocument:		
Document Date:			Number of Pages:
Signer(s) Other Th	an Named Above:		
Capacity(ies) Clai	imed by Signer(s)		
Signer's Name:		Signer's Name: _	
	er – Title(s):		er – Title(s):
□ Partner – □ Lin		☐ Partner — ☐ Lii	
□ Individual	☐ Attorney in Fact	□ Individual	
☐ Trustee ☐ Other:	☐ Guardian or Conservator	□ Trustee □ Other:	☐ Guardian or Conservator
	ntina:		
	nting:		nting:

CALIFORNIA ALL-PURPOSE 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 =Orange ====================================	}	
AUG 2 3 2024 hefore me		
Deloie me,	Irene Luong , Notary Public,	
Date Insert I	lame of Notary exactly as it appears on the official seal	
personally appeared Thao Luu		
	Name(s) of Signer(s)	
who proved to me on the basis of satisfactory evidence be the person(s) whose name(s) is/are subscribed to within instrument and acknowledged to me that he/she/t executed the same in his/her/their authorized capacity(is and that by his/her/their signature(s) on the instrument person(s), or the entity upon behalf of which the person acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws the State of California that the foregoing paragraph is and correct. Witness my hand and official seal. Signature Signature of Notary Public Irene Luong OPTIONAL Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.		
Title or Type of Document:		
	Number of Pages:	
Signer(s) Other Than Named Above:		
Capacity(ies) Claimed by Signer(s)		
Signer's Name:	Signer's Name:	
☐ Individual	☐ Individual	
☐ Corporate Officer — Title(s):	Corporate Officer — Title(s):	
☐ Partner ☐ Limited ☐ General	☐ Partner ☐ Limited ☐ General	
Attorney in Fact RIGHT THUMBPRINT		
☐ Trustee OF SIGNER ☐ Guardian or Conservator Top of thumb here	☐ Trustee OF SIGNER ☐ Guardian or Conservator Top of thumb here	
	iop of attains field	
☐ Other:	Other:	
Signer is Representing:	Signer is Representing:	



EULER HERMES NORTH AMERICA INSURANCE COMPANY

100 International Drive, 22nd Floor • Baltimore, Maryland 21202

The number of persons authorized by this Power of Attorney is not more than:

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That EULER HERMES NORTH AMERICA INSURANCE COMPANY (EULER HERMES), a corporation organized and existing under the laws of the state of Maryland, does hereby nominate, constitute, and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for and in its name, place, and stead to execute on behalf of EULER HERMES, as surety, any and all bonds, undertakings, and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of EULER HERMES on any such bond, undertaking, or contract of suretyship executed under this authority shall not exceed the limit stated below.

P. Austin Neff; Yung T. Mullick; Christine Woolford

Emilie George; Alexander R. Holsheimer Irene Luong; Danielle Hanson; Thao Luu ADDRESS

LIMIT OF POWER

24800 Chrisanta Drive Suite 160

Mission Viejo, CA 92691

Unlimited

Mission viejo, CA 92691

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

America SEAL 2003 3

NAME

IN WITNESS WHEREOF, EULER HERMES has caused these presents to be signed and attested by its appropriate officers and its corporate scal hereunder affixed this <u>lst</u> day of <u>December</u>, 20 <u>23</u>.

James Daly, President and CEO-The Americas

Nicholas P. Verna II, Senior Vice President and Regional Head of Surety and Guarantee, Americas

State of Maryland, County of Baltimore

On this 1st day of December, 20 23, before me personally appeared Nicholas P. Verna II, to me known, being duly sworn, deposes and says that he resides in Southeastern, PA; that he is Senior Vice President and Regional Head of Surety and Guarantee, Americas of Euler Hermes North America Insurance Company, the Company described herein and which executed the above instrument; that he know the seal of EULER HERMES; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of EULER HERMES; and that he signed his name thereto by like authority.

Notarial Scal

This Commission Expires February 2, 2026

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of EULER HERMES NORTH AMERICA INSURANCE COMPANY (Company) by unanimous consent on October 1, 2015.

RESOLVED: That the President, Executive Vice President, Senior Vice President, Vice President, Secretary, and Assistant Vice Secretary, be and hereby are authorized from time to time to appoint one or more Attorneys-in-Fact to execute on behalf of the company, as surety, and any and all bonds, undertakings and contracts of suretyship, or other written obligation in the nature thereof; to proscribe their respective duties and all respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and signature of the aforesaid officers and may be affixed by facsimile to any Power of Attorney given for the execution of any bond, undertaking, contract of suretyship, or other written obligations in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as thought manually affixed.

CERTIFICATION

I, Nicholas P. Verna II, Senior Vice President and Regional Head of Surety & Guarantee, Americas of EULER HERMES NORTH AMERICA INSURANCE COMPANY, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of October 1, 2015, have not been revoked and are now in full force and effect.

Signed and sealed this 23rd day of August ,20 24



Nicholas P. Verna II, Senior Vice President and Regional Head of Surety and Guarantee, Americas

Euler Hennes North America Insurance Company and its affiliated debt collection company are part of the Allianz group and market their products and services using the 'Allianz Trade' trademark.

Project No. FM08938011633

Bond No. US3003285

Premium listed on Performance Bond

PAYMENT BOND

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

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the County of Riverside ("County") by action of the Board of Supervisors has awarded Construction Contract Number FM08938011633 ("Contract") to the undersigned DBARC Construction Services as Principal ("Principal") to perform the work ("Work") for the following project Lakeland Village Child Care Facilities;

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

Euler Hermes North

NOW THEREFORE, we, the Principal and America Insurance Company ("Surety"), an admitted surety insurer pursuant to Code of Civil Procedure, Section 995.120, are held and firmly bound unto County in the penal sum of Six Million One Hundred Eighty Three Thousand and 00/100 Dollars (\$6,183,000.00), this amount being not less than one hundred percent (100%) of the total sum payable by County under the Contract at the time the Contract is awarded by County to the Principal, lawful money of the United States of America, for the payment of which sum well and truly to be made, we, Principal and Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Principal, its heirs, executors, administrators, successors, or assigns approved by County, or its subcontractors, of any contracting tier, shall fail to pay any person or persons named in California Civil Code, Section 9554, then Surety will pay for the same, in or to an amount not exceeding the penal amount hereinabove set forth.

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

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

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, joint and

severally, or against any one or more of them or against less than all of them, without impairing County's rights against the others.

Robert Clapper Construction Services, Inc.	Affix Seal if Corporation
DBA R C Construction Services	
(Firm Name – Principal)	
700 New York Street	
Redlands, CA 92374	
(Business Address)	
Ву	
(Original Signature)	
Robert W. Clapper, President	
(Title)	
Euler Hermes North America Insurance Company (Corporation Name – Surety)	Affix Corporate Seal
800 Red Brook Blvd.,	Ŷ
Owings Mills, MD 21117	
(Business Address)	
By Whan In	
(Signature – Attached Notary's Acknowledgment)	
Thao Luu	
ATTORNEY-IN-FACT	
(Title-Attach Power of Attorney)	

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

CALIFORNIA ACKNOWLEDGMENT

CALIFORNIA ACKI	IOWLEDGMENT		CIVIE CODE 3 1103		
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	r officer completing this certificate verile e is attached, and not the truthfulness,		he individual who signed the document f that document.		
State of California	l				
County of San Ber	rnardino ∫				
		mberly Hall, Nota	ary Public		
Dat	before me, <u>Ki</u>	Here Insert Na	me and Title of the Officer		
personally appeared	Dobort W. Clannor				
		Name(s) of Signer(s)			
authorized capacity(ie	ent and acknowledged to me that es), and that by his/her/their signa the person(s) acted, executed th	ature(s) on the instru	ted the same in his/her/their ument the person(s), or the entity		
	KIMBERLY HALL Notary Public - California		ALTY OF PERJURY under the folionia that the foregoing and correct.		
	San Bernardino County Commission # 2457901 My Comm. Expires Aug 8, 2027	WITNESS my hand	and official seal.		
		Signature Th	hy tall		
Place Notary S	Seal and/or Stamp Above	J	Signature of Notary Public		
	ОРТІ	ONAL			
	Completing this information can of fraudulent reattachment of this i				
Description of At	tached Document				
Title or Type of D	ocument:				
Document Date: _			Number of Pages:		
Signer(s) Other Th	nan Named Above:				
Capacity(ies) Cla	imed by Signer(s)				
	er – Title(s):		cer – Title(s):		
☐ Partner — ☐ Lir			mited General		
□ Individual	☐ Attorney in Fact	□ Individual	☐ Attorney in Fact		
☐ Trustee	☐ Guardian or Conservator	☐ Trustee	 Guardian or Conservator 		
☐ Other:	nting	☐ Other:	onting:		
Signer is Represei	nting:	Signer is Representing:			

CALIFORNIA ALL-PURPOSE 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	}
AUG 2 3 2024	'
On before me,	Irene Luong , Notary Public,
Date Insert N	lame of Notary exactly as it appears on the official seal
personally appeared	Thao Luu
	Name(s) of Signer(s)
IRENE LUONG Notary Public - California Orange County Commission # 2384919 My Comm. Expires Nov 30, 2025	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
Place Notary Seal Above	Signature of Notary Public Irene Luong
OP	TIONAL —
Though the information below is not required by law	it may prove valuable to persons relying on the document reattachment of the form to another document.
Description of Attached Document	Total and the first to another document.
The state of the s	
Title or Type of Document:	
Document Date:	Number of Pages:
Signer(s) Other Than Named Above:	
Capacity(ies) Claimed by Signer(s)	
Signer's Name:	Signer's Name:
☐ Individual	☐ Individual
□ Corporate Officer — Title(s): □ Partner □ Limited □ General	Corporate Officer — Title(s):
	☐ Partner ☐ Limited ☐ General ☐ Attorney in Fact ☐ RIGHT THUMBPRINT
☐ Attorney in Fact☐ Trustee☐ RIGHT THUMBPRINT☐ OF SIGNER	☐ Attorney in Fact RIGHT THUMBPRINT ☐ Trustee OF SIGNER
Guardian or Conservator Top of thumb here	Guardian or Conservator Top of thumb here
Other:	☐ Other:
Signer is Representing:	Signer is Representing:



EULER HERMES NORTH AMERICA INSURANCE COMPANY

100 International Drive, 22nd Floor • Baltimore, Maryland 21202

The number of persons authorized by this Power of Attorney is not more than:

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That EULER HERMES NORTH AMERICA INSURANCE COMPANY (EULER HERMES), a corporation organized and existing under the laws of the state of Maryland, does hereby nominate, constitute, and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for and in its name, place, and stead to execute on behalf of EULER HERMES, as surety, any and all bonds, undertakings, and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of EULER HERMES on any such bond, undertaking, or contract of suretyship executed under this authority shall not exceed the limit stated below.

NAME ADDRESS LIMIT OF POWER

P. Austin Neff; Yung T. Mullick; Christine Woolford Emilie George; Alexander R. Holsheimer Irene Luong; Danielle Hanson; Thao Luu 24800 Chrisanta Drive Suite 160 Mission Viejo, CA 92691

Unlimited

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

SEAL 2003

IN WITNESS WHEREOF, EULER HERMES has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunder affixed this <u>lst</u> day of <u>December</u>, 20_23.

James Daly, President and CEO-The Americas

Nicholas P. Verna II, Senior Vice President and Regional Head of Surety and Guarantee, Americas

State of Maryland, County of Baltimore

On this <u>lst</u> day of <u>December</u>, 20 <u>23</u>, before me personally appeared Nicholas P. Verna II, to me known, being duly sworn, deposes and says that he resides in <u>Southeastern, PA</u>; that he is Senior Vice President and Regional Head of Surety and Guarantee, Americas of Euler Hermes North America Insurance Company, the Company described herein and which executed the above instrument; that he know the seal of EULER HERMES; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of EULER IIERMES; and that he signed his name thereto by like authority.

Notarial Scal

This Commission Expires February 2, 2026

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of EULER HERMES NORTH AMERICA INSURANCE COMPANY (Company) by unanimous consent on October 1, 2015.

RESOLVED: That the President, Executive Vice President, Senior Vice President, Vice President, Secretary, and Assistant Vice Secretary, be and hereby are authorized from time to time to appoint one or more Attorneys-in-Fact to execute on behalf of the company, as surety, and any and all bonds, undertakings and contracts of suretyship, or other written obligation in the nature thereof; to proscribe their respective duties and all respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and signature of the aforesaid officers and may be affixed by facsimile to any Power of Attorney given for the execution of any bond, undertaking, contract of suretyship, or other written obligations in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as thought manually affixed.

CERTIFICATION

I, Nicholas P. Verna II, Senior Vice President and Regional Head of Surety & Guarantee, Americas of EULER HERMES NORTH AMERICA INSURANCE COMPANY, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of October 1, 2015, have not been revoked and are now in full force and effect.

Signed and sealed this 23rd day of August ,20 24



Nicholas P. Verna II, Senior Vice President and Regional Head of Surety and Guarantee, Americas

DECLARATION OF SUFFICIENCY OF FUNDS

(California Labor Code Section 2810)

I, the undersigned, an authorized representative of	R.C.	Construction Service	es ("Bidder") with
authority to make the statements contained in this Declarati			
following:			

2. The Bidder's workers' compensation insurance policy number is WC 0381534-09 and the name, address, and telephone number of the insurance carrier providing said insurance is: Zurich American Insurance Company

The Bidder's employer identification number for state tax purposes is 330681039

777 S Figueroa St # 3900, Los Angeles, CA 90017 (213) 270-0600

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

Vehicle	Vehicle ID #	Vehicle. Liability Insurance Policy Number (of policy covering vehicle)	Name, Address and Telephone Number of Vehicle Liability Insurance Carrier (issuing policy covering vehicle)
Please see attached vehic	le list.	BAP 0381536-09	Zurich American Insurance Company 777 S Figueroa St # 3900, Los Angeles, CA 90017 213-270-0600

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

1.

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

	Total Number of Workers	Total Amount of Wages	Date(s) for Payment of Wages	
	is will be submitted as Colved	ertified payroll throu	ghout the project for all sub	contractors
6. C	check only one of the follow	ving boxes, as applica	ble:	
statement of t	☐ The statement he <u>actual</u> number of worke		rs declared in Paragraph 5, ed.	above, is a
available at the	statement of number of vote time of submitting its Bio	vorkers declared there d, rather than the actu rkers and the other inf	ted in Paragraph 5, above, is ein is based on the Bidder's j al number of workers that will ormation requested above is a	<u>best estimate</u> be employed
known, currer	perform the Work of the nt local, state, and federal	Project that is the sub contractor license ide	rsons who will be utilized as bject of the Bidder's Bid (toget ntification numbers that each bllows [Attach additional sheets	her with their is required to
	List of Independent C		ent, local, state and federal ractor license identification number	
	N/A			
				-
				_
8. C	heck only one of the follow	ving boxes, as applical	ole:	
above, is a sta			dent contractors declared in tractors that will be utilized.	Paragraph 7,
on the Bidder	nd therefore the statement s <u>best estimate</u> available a	of number of indeper at the time of submitti	ntractors requested in Paragra ndent contractors declared the ng its Bid, rather than the actu e actual number of independer	rein is based al number of

and the other information requested above is available, it will be reported to the County of Riverside by Bidder in writing.

I, the undersigned, declare under penalty of perjury that the foregoin personal knowledge and are true and correct. Executed on this, in the year 2024 at, California.	g statements 27th	are within my day o
(signature)		
Robert Clapper		
Type Name of Signer:		
R.C. Construction Services Inc		
Type Name of Bidder:		

TRUCKS

Description	Short Name	Serial#	License#
2019 F250	RCCS1	1FT7W2BT6KEE12803	RCCS 1
2022 F250 TREMOR	RCCS2	1FT8W2BT0NEE39522	RCCS VP
BRONCO 2022	RCCS3	1FMEE5DP4NLB08375	9BEY280
2022 F150	RCCS4	1FTEW1EP2NKD82141	42743Z3
97 F350 SERVICE LIFT GATE	RCCS14	3FEKF37F1VMA22975	4SRL304
FORD EXPEDITION	RCCS15	1FMJK1JT2JEA59645	BREEZRR
1990 Ford Water Truck	RCCS16	1FTYR82A1LVA35358	6M28244
1994-FORD DUMP TRUCK	RCCS18	1FDYR90S9RVA12044	7Z98124
2018 F150 W/8' BED	RCCS19	1FTMF1CB9JKG06180	63339R2
2003 F350 6.0 L V-8 DIESEL	RCCS23	1FDWF36P43EB55085	7D95423
2022 F450	RCCS24	1FDUF4GN0NDA28255	56284U3
2023 F450	RCCS25	1FDUF4GTXPEC91767	30097U3
2013 BOBTAIL DUMP	RCCS29	1FUBGADV7DSBX4637	9G06779
2013 DUMP 10 WHEEL	RCCS30	1FUJGBDV3DLBE1058	46307S2
2011 INTERNATIONAL ROLL OFF	RCCS31	1HSDJSJR2BJ437364	50703T1
2013 FRIGHTLINER	RCCS34	1FUJGEDV1DSBU5122	9F79F313
2012 INTERNATIONAL FLATBED	RCCS35	3HAMMAALXCL687558	95065T2
2004 FORD F450 UTILITY BED	RCCS36	1FDXF46P24ED95151	7T22244
2019 F350 W/ LIFT GATE	RCCS39	1FDRF3GT7KEG81184	17959X2
2019 F 550	RCCS40	1FDUF5GT2KEG77548	84843C3
2006 F350 DIESEL FLATBED	RCCS41	1FDWF36PX6EA42245	7Y79270
2006 F350 DIESEL CONST BODY	RCCS42	1FDWF36P96EA33813	7Y79269
E350 BOX VAN	RCCS44	1FDWE3F6XHDC63038	34100J2
CAT 660	RCCS47	1HSJGTKR5DJ311332	9E37370
2019 F450 FLAT BED	RCCS49	1FDUF4GT1KEC51084	87770P2
2006 F150 CREW CAB	RCCS50	1FTPW14516FB40363	8B66855
2008-F450 FLAT BED-RC DESIGN	RCCS64	1FDXF46R98EC01058	8NA05N
FREIGHTLINER 2000GAL WATERTRUC	RCCS77	1FV3HJAA6YHB19565	8Y99323
2011 F150 WHITE CREW 4X4	RCCS85	1FTFW1ET0BFB03226	40361N1
2013 F150 ECO BOOST	RCCS88	1FTFW1ET3DFD34124	43956K3
2013 F150 CREWCAB	RCCS89	1FTFW1EF8DKF60709	56223N1
2007 LEXUS ES350	RCCS90	JTHBJ46G872076709	5XIK907
2011 F150 EXT CAB	RCCS94	1FTFX1CF6BKD98589	64690C2
1999 GMC WATER TRUCK	RCCS96	1GDL7H1C1XJ505996	59009J1
2017 F-150	RCCS97	1FTFW1RG6HFA46990	RCGCVP
2017 F350	RCCS99	1FDRF3GTXHEC82780	66967G2
F150 8' BED	RCCS100	1FTMF1C81HKD82790	33005J2

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

Labor Code Section 3700 states:

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

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

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

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

R.C. Construction Services Inc
(Name of Contractor)
Ву:
Robert Clapper
(Name of Signer)
(Signature)

(In accordance with Article 5 (commencing at Section I860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/27/2024

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

If SUB	ROGATION IS WAIVED, subject	t to the ter	ms and conditions of th	e policy, certa	in p	olicies may i	require an endorsement.	A statement on
this ce	rtificate does not confer rights	to the cert	ificate holder in lieu of su	ich endorseme	ent(s	s).		
PRODUCER	1			CONTACT NAME:				
	Sequel Insurance Services 111 Scripps Drive						FAX (A/C, No):	
Sacram	ento CA 95825			ADDRESS: Certi	ficate	es@sequelins	.com	
					INS	SURER(S) AFFOR	DING COVERAGE	NAIC#
			License#: 6010509	INSURER A : ZUT	ch A	merican Insur	ance Company	16535
INSURED Debot	Clanner Canatayatian Candaa		ROBECLA-01	INSURER B : Tra	veler	s Property Ca	sualty Company of Americ	ca 25674
Robert Clapper Construction Services, Inc. DBA: R.C. Construction Services			INSURER c : RSUI Indemnity Company				22314	
	w York Street			INSURER D :			65	
Rediand	ds CA 92374			INSURER E :				
				INSURER F :				
COVERA	AGES CEI	RTIFICATE	NUMBER: 1720056271				REVISION NUMBER:	
THIS IS	TO CERTIFY THAT THE POLICIE	S OF INSUF	RANCE LISTED BELOW HAY	/E BEEN ISSUE	D TC	THE INSURE	D NAMED ABOVE FOR TH	E POLICY PERIOD
	TED. NOTWITHSTANDING ANY R							
	ICATE MAY BE ISSUED OR MAY						HEREIN IS SUBJECT TO	ALL THE TERMS,
	SIONS AND CONDITIONS OF SUCH		LIMITS SHOWN MAY HAVE	BEEN REDUCE	BY	PAID CLAIMS.	ā	
INSR LTR	TYPE OF INSURANCE	INSD WVD	POLICY NUMBER	POLICY (MM/DD/Y		POLICY EXP (MM/DD/YYYY)	LIMITS	
^ V	COMMEDIAL CENEDAL LIABILITY	VV	01 0 0004505 00	7/4/00		7/4/0005		

INSR LTR		TYPE OF INSURANCE		SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s
Α	Х	CLAIMS-MADE X OCCUR	Y	Y	GLO 0381535-09	7/1/2024	7/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 2,000,000 \$ 1,000,000
								MED EXP (Any one person)	\$ 10,000
								PERSONAL & ADV INJURY	\$ 2,000,000
	GE	N'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$4,000,000
		POLICY X PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$4,000,000
		OTHER:							\$
Α	-	TOMOBILE LIABILITY	Υ	Υ	BAP 0381536-09	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
	X	(ANY AUTO			BODILY INJURY (Per person)	\$			
		OWNED SCHEDULED AUTOS ONLY						BODILY INJURY (Per accident)	\$
		HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
						, l			\$
В		UMBRELLA LIAB X OCCUR			CUP-9W13830A-24-NF	7/1/2024	7/1/2025	EACH OCCURRENCE	\$5,000,000
	Х	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$5,000,000
		DED X RETENTION \$ 10,000							\$
Α		RKERS COMPENSATION EMPLOYERS' LIABILITY Y/N		Υ	WC 0381534-09	7/1/2024	7/1/2025	X PER OTH-	
		PROPRIETOR/PARTNER/EXECUTIVE ICER/MEMBER EXCLUDED?	N/A					E.L. EACH ACCIDENT	\$ 1,000,000
	(Mar	ndatory in NH)						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
		s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
ВС		allation Floater ess Liability - Tier 2			630-9T262146 NHA601289	7/1/2024 7/1/2024	7/1/2025 7/1/2025	Limit At Any One Loc. Deductible Limit	250,000 1,000 2,000,000
		*						N 75 10 10 10 10 10 10 10 10 10 10 10 10 10	2,000

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

RE: Riverside County Lakeland Village Child Care Facilities Project - Project No.: FM08938011633

Lakeland Village Childcare, directors, officers, elected or appointed officials, agents, employees and representatives are General Liability Additional Insureds per terms and conditions of the attached endorsement(s). Primary Wording for General Liability applies per terms and conditions of the attached endorsement. Auto Liability Additional Insured applies per terms and conditions of the attached endorsement. Primary Wording for Auto Liability applies per terms and conditions of the attached endorsement. Primary Wording for Auto Liability applies per terms and conditions of the attached endorsement. Auto Liability Waiver of Subrogation applies per terms and conditions of the attached endorsement. Auto Liability Waiver of Subrogation applies per terms and conditions of the attached endorsement. Auto Liability Maiver of Subrogation applies per terms and conditions of the attached endorsement. Auto Liability Maiver of Subrogation applies per terms and conditions of the attached endorsement. Auto Liability Maiver of Subrogation applies per terms and conditions of the attached endorsement. of the attached endorsement.

CERTIFICATE HOLDER	CANCELLATION
County of Riverside Attn: Public Works Director	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Riverside CA 92522	AUTHORIZED REPRESENTATIVE



Coverage Extension Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 0381536-09	07/01/2024	07/01/2025	07/01/2024			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form Motor Carrier Coverage Form

A. Amended Who Is An Insured

- The following is added to the Who Is An Insured Provision in Section II Covered Autos Liability Coverage:
 The following are also "insureds":
 - a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
 - **b.** Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
 - c. Anyone else who furnishes an "auto" referenced in Paragraphs A.1.a. and A.1.b. in this endorsement.
 - d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.
- 2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment - Supplementary Payments

Paragraphs a.(2) and a.(4) of the Coverage Extensions Provision in Section II – Covered Autos Liability Coverage are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

C. Fellow Employee Coverage

The Fellow Employee Exclusion contained in Section II - Covered Autos Liability Coverage does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the Racing Exclusion in Section II - Covered Autos Liability Coverage:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph 2. in the Exclusions of Section III – Physical Damage Coverage of the Business Auto Coverage Form and Paragraph 2.b. in the Exclusions of Section IV – Physical Damage Coverage of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the Coverage Provision of the Physical Damage Coverage Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. Any amount paid under the Physical Damage Coverage Section of the Coverage Form; and
- b. Any:
 - (1) Overdue lease or loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease: and
 - (5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph A.2. of the Physical Damage Coverage Section is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

G. Extended Glass Coverage

The following is added to Paragraph A.3.a. of the Physical Damage Coverage Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The Coverage Extension for Loss Of Use Expenses in the Physical Damage Coverage Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

I. Personal Effects Coverage

The following is added to the Coverage Provision of the Physical Damage Coverage Section:

Personal Effects Coverage

- a. We will pay up to \$750 for "loss" to personal effects which are:
 - (1) Personal property owned by an "insured"; and
 - (2) In or on a covered "auto".
- b. Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of:
 - (1) The reasonable cost to replace; or
 - (2) The actual cash value.
- **c.** The coverage provided in Paragraphs **a.** and **b.** above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:
 - (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
 - (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
 - (3) Paintings, statuary and other works of art.
 - (4) Contraband or property in the course of illegal transportation or trade.
 - (5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

- 1. The Exclusion in Paragraph **B.4.a.** of **Section III Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.2.c.** of **Section IV Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.
- 2. The following is added to Paragraph 1.a. Comprehensive Coverage under the Coverage Provision of the Physical Damage Coverage Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- (a) Are the property of an "insured"; and
- (b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

K. Airbag Coverage

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

- 1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
- 2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Physical Damage - Comprehensive Coverage - Deductible

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is \$5,000 or the deductible shown in the Declarations, whichever is greater.

N. Temporary Substitute Autos - Physical Damage

1. The following is added to Section I - Covered Autos:

Temporary Substitute Autos - Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

- 1. Breakdown;
- 2. Repair;
- 3. Servicina:
- 4. "Loss": or
- 5. Destruction.
- 2. The following is added to the Paragraph A. Coverage Provision of the Physical Damage Coverage Section:

Temporary Substitute Autos - Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph a. of the Duties In The Event Of Accident, Claim, Suit Or Loss Condition is replaced by the following:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any

agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the Transfer Of Rights Of Recovery Against Others To Us Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos - Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

R. Unintentional Failure to Disclose Hazards

The following is added to the Concealment, Misrepresentation Or Fraud Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto - World Wide Coverage

Paragraph 7a.(5) of the Policy Period, Coverage Territory Condition is replaced by the following:

(5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

T. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

U. Expected Or Intended Injury

The Expected Or Intended Injury Exclusion in Paragraph B. Exclusions under Section II – Covered Auto Liability Coverage is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

V. Physical Damage - Additional Temporary Transportation Expense Coverage

Paragraph A.4.a. of Section III - Physical Damage Coverage is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph A. Coverage of the Physical Damage Coverage Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

X. Return of Stolen Automobile

The following is added to the Coverage Extension Provision of the Physical Damage Coverage Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

- (iii) That is insurance purchased by you (including any deductible or self insurance portion thereof) 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;
- (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability; or
- (v) That is property insurance (including any deductible or self insurance portion thereof) purchased by you to cover damage to:
 - Equipment you borrow from others; or
 - Property loaned to you or personal property in the care, custody or control of the insured arising out of the use of an elevator at premises you own, rent or occupy.
- (b) Any other primary insurance (including any deductible or self insurance portion thereof) available to the insured covering liability for damages arising out of the premises, operations, products, work or services for which the insured has been granted additional insured status either by policy provision or attachment of any endorsement. Other primary insurance includes any type of self insurance or other mechanism by which an insured arranges for funding of its legal liabilities.
- (c) Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

V. Unintentional Failure to Disclose All Hazards

Paragraph 6. Representations of Section IV – Commercial General Liability Conditions is replaced by the following:

6. 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.

Coverage will continue to apply if you unintentionally:

- a. Fail to disclose all hazards existing at the inception of this policy; or
- **b.** Make an error, omission or improper description of premises or other statement of information stated in this policy.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to inception of this Coverage Part.

W. Waiver of Right of Subrogation

Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Commercial General Liability Conditions is replaced by the following:

8. Transfer Of Rights Of Recovery Against Others To Us

- **a.** If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
- **b.** If the insured waives its right to recover payments for injury or damage from another person or organization in a written contract executed prior to a loss, we waive any right of recovery we may have against such person or organization because of any payment we have made under this Coverage Part. The written contract will

be considered executed when the insured's performance begins, or when it is signed, whichever happens first. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

X. Liberalization Condition

The following condition is added to Section IV – Commercial General Liability Conditions:

Liberalization Clause

If we revise this Coverage Part to broaden coverage without an additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in the state shown in the mailing address of your policy.

All other terms, conditions, provisions and exclusions of this policy remain the same.



Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMEN	T CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
GLO 0381535-09	Effective Date: 07/01/2024

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

- A. Section II Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:
 - 1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:
 - a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or
 - b. The ISO CG 20 37 (10/01 edition).

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

- (1) Your ongoing operations, with respect to Paragraph 1.a. above; or
- (2) "Your work", with respect to Paragraph 1.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 1., insurance afforded to such additional insured:

- (a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement;
- (b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.
- 2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:
 - a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or
 - b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of:

- (a) Your ongoing operations, with respect to Paragraph 2.a. above; or
- (b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph 2.b. above.

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 2., insurance afforded to such additional insured:

- (i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.
- 3. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:
 - a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or
 - **b.** With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 3., insurance afforded to such additional insured:

- (a) Only applies to the extent permitted by law:
- **(b)** Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
- (c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.
- 4. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:
 - a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or
 - b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 4., insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law;
- (2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;
- (3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

B. Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

- 1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- 2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions:

The additional insured must see to it that:

- (1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- (2) We receive written notice of a claim or "suit" as soon as practicable; and
- (3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.
- **D.** Solely with respect to the coverage provided by this endorsement:
 - The following is added to the Other Insurance Condition of Section IV Commercial General Liability Conditions:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- **b.** You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.
- 2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition under Section IV Commercial General Liability Conditions:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

- **E.** This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.
- F. Solely with respect to the insurance afforded to an additional insured under Paragraph A.3. or Paragraph A.4. of this endorsement, the following is added to Section III Limits Of Insurance:

Additional Insured - Automatic - Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the written contract or written agreement referenced in Section A. of this endorsement; or
- **2.** Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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 of the California workers' compensation pre-mium otherwise due on such remuneration.

Schedule Job Description

Person or Organization

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION.

WC 252 (4-84) WC 04 03 06 (Ed. 4-84)

FEDERAL FUNDING PROVISIONS American Rescue Plan Act

Since additional funding has been allocated through use of federal American Rescue Plan Act (ARPA); (Title VI of the Social Security Act Section 602 et seq.) funds, the COUNTY will administer and distribute those funds in accordance with ARPA. ARPA requires that payments from the Coronavirus Fiscal Recovery Fund be used to respond to the public health emergency or its negative economic impacts, to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay, provide government services to the extent the reduction of revenue due to COVID-19 public health emergency, and to make necessary investments in water, sewer or broadband infrastructure. It is effective beginning May 17, 2021 and ends on December 31, 2026.

Subrecipient acknowledges and agrees that this Agreement is subject to the federal requirements, including the federal provisions provided below:

- 1. NON-DISCRIMINATION. Subrecipient shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.
- 2. EQUAL EMPLOYMENT OPPORTUNITY/ FAIR EMPLOYMENT PRACTICES/ FEDERAL PROVISIONS. During the performance of this Agreement, the Subrecipient shall not deny benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, or sex. Subrecipient shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- A. Subrecipient shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.), the provisions of Executive Order 11246 of Sept. 23, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor, the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.8), and of the rules, regulations or standards adopted by the County to implement such article.
- B. The Subrecipient shall comply with the provisions of the Copeland "Anti-Kickback" Act, 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Agreement.
- 3. CLEAN AIR ACT. The Subrecipient agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq. The Subrecipient agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the California Governor's Office of Emergency Services, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The Subrecipient agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
- 4. FEDERAL WATER POLLUTION CONTROL ACT
 The Subrecipient agrees to comply with all applicable standards, orders, or regulations issued pursuant to
 the Federal Water Pollution Control Act, as amended, 33 U.S.C. Sections 1251 et seq.

The Subrecipient agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The Subrecipient agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

DEBARMENT AND SUSPENSION CLAUSE

This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Subrecipient is required to verify that none of the Subrecipient, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The Subrecipient must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by the County. If it is later determined that the Subrecipient did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

6. BYRD ANTI- LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

Subrecipients who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the County.

APPENDIX A, 44 C.F.R. PART 18- CERTIFICATION REGARDING LOBBYING

The undersigned [Subrecipient] certifies, to the best of his or her knowledge, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this

transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Subrecipient certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Subrecipient understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

SUBRECIPIENT

By
Date 9.18.26

7. PROCUREMENT OF RECOVERED MATERIALS

In the performance of this Agreement, the Subrecipient shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired

- A. Competitively within a timeframe providing for compliance with the contract performance schedule;
- B. Meeting contract performance requirements; or
- C. At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program

The Subrecipient also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

8. ACCESS TO RECORDS

The following access to records requirements apply to this Agreement:

- A. The Subrecipient agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Subrecipient which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. The Subrecipient agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The Subrecipient agrees to provide the FEMA Administrator or his or her authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- D. In compliance with the Disaster Recovery Act of 2018, the County and the Subrecipient acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

DEPARTMENT OF HOMELAND SECURITY SEAL, LOGO, FLAGS

The Subrecipient shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

10. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Subrecipient will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

11. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

12. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS The Subrecipient acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Subrecipient's actions pertaining to this Agreement.

FEDERAL PREVAILING WAGE

DAVIS-BACON ACT COMPLIANCE (applicable to construction contracts in excess of \$2,000 awarded by grantees and subgrantees when required by Federal grant program legislation)

To the extent required by any Federal grant programs applicable to expected funding or reimbursement expenses incurred in connection with the services provided under this Agreement, Subrecipient agrees to comply with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5) as set forth below.

- A. The Subrecipient shall be bound to the provisions of the Davis-Bacon Act, and agrees to be bound by all the provisions of Labor Code section 1771 regarding prevailing wages. All labor on this project shall be paid neither less than the greater of the minimum wage rates established by the U.S. Secretary of Labor (Federal Wage Rates), or by the State of California Director of Department of Industrial Relations (State Wage Rates). Current DIR requirements may be found at http://www.dir.ca.gov/lcp.asp. Additionally, wages are required to be paid not less than once a week.
- B. The general prevailing wage rates may be accessed at the Department of Labor Home Page at www.wdol.gov. Under the Davis Bacon heading, click on "Selecting DBA WDs." In the drop down menu for State, select, "California." In the drop down menu for County, select "Riverside." In the drop down menu for Construction Type, make the appropriate selection. Then, click Search.

The Federal minimum wage rates for this project are predetermined by the United States Secretary of Labor. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California DIR for similar classifications of labor, the Subrecipient and subcontractors shall pay not less than the higher wage rate. The County will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Subrecipient and subcontractors, the Subrecipient and subcontractors shall pay not less than the Federal minimum wage rate which most closely approximates the duties of the employees in question.

- 14. CONTRACT WORK HOURS AND SAFETY STANDARDS (applicable to all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, but not to purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence)
- A. Compliance: Subrecipient agrees that it shall comply with Sections 3702 and 3704 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701–3708) as supplemented by Department of Labor regulations (29 CFR Part 5), which are incorporated herein.
- B. Overtime: No contractor or subcontractor contracting for any part of the work under this Agreement which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- C. Violation; liability for unpaid wages; liquidated damages: In the event of any violation of the provisions of paragraph B of this section, the Subrecipient and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Subrecipient and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic employed in violation of the provisions of paragraph B, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by paragraph B.

- D. Withholding for unpaid wages and liquidated damages: Subrecipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set for in paragraph C of this section.
- E. Subcontracts: The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs A through D of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs A through D of this section.
- 15. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT— Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by HUD.
- 16. RIGHTS TO DATA AND COPYRIGHTS Subrecipients and consultants agree to comply with all applicable provisions pertaining to the use of data and copyrights pursuant to 48 CFR Part 27.4, Federal Acquisition Regulations (FAR).

17. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

- A. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services As used in this clause—
- B. Prohibitions.
 - (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons. (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or (iv)Provide, as part of its performance

of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

- C. Exceptions.
 - (1) This clause does not prohibit contractors from providing—
 - a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
 - (2) By necessary implication and regulation, the prohibitions also do not apply to:
 - a. Covered telecommunications equipment or services that:
 - i. Are not used as a substantial or essential component of any system; and
 - ii. Are not used as critical technology of any system.
 - b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
- D. Reporting requirement.
 - (1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
 - (2) The Subrecipient shall report the following information pursuant to paragraph (d)(1) of this clause:
 - (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services. Page 10
- E. Subcontracts. The Subrecipient shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

18. REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE A. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in

the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

B. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government:
 - b. Reached its final disposition during the most recent five-year period; and
 - c. Is one of the following:
 - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - (3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - (4) Any other criminal, civil, or administrative proceeding if:
 - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
 - (ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

C. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

D. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

E. Definitions

For purposes of this award term and condition:

- a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- c. Total value of currently active grants, cooperative agreements, and procurement contracts includes -
 - (1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
 - (2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

GENERAL CONDITIONS OF THE STANDARD FORM CONSTRUCTION CONTRACT BETWEEN COUNTY AND CONTRACTOR

(LONG FORM)

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GENERAL CONDITIONS OF THE STANDARD FORM CONSTRUCTION CONTRACT BETWEEN COUNTY AND CONTRACTOR

(LONG FORM)

ARTICLE 1 GENERAL PROVISIONS

1.1 DEFINITIONS

- 1.1.1 Acceptance. "Acceptance" means the point that the Project is formally accepted by the Board of Supervisors and a Notice of Completion is recorded by County.
- 1.1.2 Act of God. "Act of God" means earthquake, natural flood, tornado or other unusually severe natural or weather phenomenon occurring at the Site and causing Delay to performance of the Work at the Site; provided, however, that precipitation and winds shall not be an Act of God unless it exceeds in any given month the 10-year average of monthly levels as established by the National Oceanic and Atmospheric Administration ("NOAA") according to NOAA's records of measurable precipitation and winds taken at NOAA's recording station located within the Riverside County basin area that is nearest to the Site.
- 1.1.3 Addendum. "Addendum" means written or graphic information (including, without limitation, Drawings or Specifications) issued prior to the Bid Closing Deadline, which modifies or interprets the Bidding Documents by additions, deletions, clarifications or corrections.
- 1.1.4 Admitted Surety. "Admitted Surety" means a surety insurer that is duly certified pursuant to California Insurance Code §995.120 to transact business as a surety in the State of California.
- 1.1.5 Allowable Costs. "Allowable Costs" means those costs listed in Paragraph 7.7.3, below, that are used in calculating Contract Adjustments to the Contract Price.
- 1.1.6 Allowable Markups. "Allowable Markups" means those percentage markups listed in Paragraph 7.7.5, below, used in calculating Contract Adjustments to the Contract Price.
- 1.1.7 Alternate. "Alternate" means a proposed alternative described in the Bidding Documents adding to, or deleting from, the Bidding Documents a particular material, system, product or method of construction.
- 1.1.8 **Applicable Laws**. "Applicable Laws" means all statutes, ordinances, rules, regulations, policies and guidelines enacted by Governmental Authorities (including, without limitation, Environmental Laws and Disability Laws), codes adopted or promulgated by Governmental Authorities (including, without limitation, building and health and safety codes), lawful orders of Governmental Authorities and common law, including, but not limited to, principles of equity applied by the courts of the State of California, which are in effect at the time the Work is performed.
- 1.1.9 **Application for Payment**. "Application for Payment" means Contractor's itemized application for Progress Payment or Final Payment prepared, submitted and substantiated in accordance with the requirements of the Contract Documents.
- 1.1.10 Architect. "Architect" means the design professional retained by County that is primarily responsible for the preparation of the Drawings and Specifications for the Project.
- 1.1.11 Award. "Award" means either (1) a minute order duly adopted by the Board of Supervisors approving County's entering into the Construction Contract with Contractor or (2) execution of the Construction Contract by the Clerk of the Board.

- 1.1.12 Base Bid. "Base Bid" means the sum of money stated in a Bid for which the Bidder proposes to perform the Work, exclusive of adjustments for Alternates.
- 1.1.13 Bid. "Bid" means the completed and signed Bid Form and other Bid Submittals submitted by a Bidder to County in response to the Notice Inviting Bids and in accordance with the Instructions to Bidders.
- 1.1.14 **Bid Amount.** "Bid Amount" means the dollar amount that is used as the basis for determining which Bidder has submitted the lowest Bid price for purposes of Award pursuant to the County's chosen method of Award set forth in Paragraph 4.5.3 of the Instructions to Bidders.
- 1.1.15 **Bid Bond.** "Bid Bond" means alternative form of Bid Security submitted by a Bidder that consists of a surety bond issued by a Surety.
- 1.1.16 **Bid Closing Deadline.** "Bid Closing Deadline" means the deadline (date and time) for receipt of Bids by County that is stated in the Bidding Documents, as adjusted by Addendum.
- 1.1.17 **Bid Form.** "Bid Form" means the form prescribed by the Bidding Documents to be completed and signed by a Bidder showing the dollar amount(s) of its Bid.
- 1.1.18 **Bid Security.** "Bid Security" means a deposit of cash, certified or cashier's check or bond submitted by a Bidder in accordance with the Bidding Documents guaranteeing that if Award is made to the Bidder, the Bidder will enter into the Construction Contract and furnish the Performance Bond and Payment Bond and other Post-Award Submittals.
- 1.1.19 **Bid Submittal.** "Bid Submittal" means a document that Bidder is required by the Bidding Documents to submit with or as part of its Bid.
 - 1.1.20 Bidder. "Bidder" means a person or entity submitting a Bid for Award of the Construction Contract.
- 1.1.21 **Bidding Documents**. "Bidding Documents" means the following collection of documents prepared and issued by County relating to the Project:
 - .1 Notice Inviting Bids;
 - .2 Instructions to Bidders;
 - .3 Bid Form:
 - .4 Standard Form of Construction Contract Between County and Contractor (unsigned);
- .5 General Conditions to Standard Form of Construction Contract Between County and Contractor (Long Form);
 - .6 Specifications;
 - .7 Plans and Drawings;
 - .8 Addenda:
 - .9 Reference Documents;
 - .10 Safety Program; and
- .11 those documents, or those portions or provisions of documents, that, although not listed in Subparagraph 1.1.22.2 through Subparagraph 1.1.22.10, above, are expressly cross-referenced therein or attached thereto, including, without limitation, all documents submitted by Contractor as part of its Bid or Post-Award Submittals.

- 1.1.22 Board of Supervisors. "Board of Supervisors" means the Board of Supervisors for the County of Riverside.
- 1.1.23 **Change**. "Change" means a modification, change, addition, substitution or deletion in the Work or in Contractor's means, methods, manner, time or sequence of performing the Work arising from any cause or circumstances, including, without limitation, either directly at the request of County or constructively by reason of other circumstances. Use of the term "Change," in any context, in the Contract Documents shall not be interpreted as implying that Contractor is entitled to a Contract Adjustment on any basis other than as permitted by the terms of the Contract Documents for Compensable Change, Deleted Work or Compensable Delay.
- 1.1.24 **Change Order.** "Change Order" means a written instrument, signed in accordance with the requirements of the General Conditions, setting forth the agreement of County and Contractor on the terms of a Contract Adjustment.
- 1.1.25 Change Order Request. "Change Order Request" means Contractor's written request for a Contract Adjustment pursuant to Paragraph 7.6.2, below.
- 1.1.26 Claim. "Claim" means a written demand or assertion by Contractor seeking, as a matter of right, an interpretation of contract, payment of money, recovery of damages or other relief. A Claim does not include the following: (1) tort claims for personal injury or death; (2) stop payment notice claims; (3) a determination of the right of County to specific performance or injunctive relief to compel performance; (4) a determination of the right of County to suspend, revoke or limit the Contractor's Prequalification status or rating or to debar Contractor from bidding or contracting with County; or (5) a determination of the right of County under Applicable Laws to terminate the Construction Contract and/or recovery of penalties imposed upon Contractor for violation of statutory obligations under Public Contract Code §4100 et seq.
- 1.1.27 Close-Out Documents. "Close-Out Documents" means all Record Documents, warranties, guarantees, technical information, operations manuals, replacement parts, excess and attic stock and other documents (including, without limitation, electronic versions and hard copies) and things required to be submitted by Contractor under the Contract Documents as a condition of Final Completion or Final Payment.
- 1.1.28 Compensable Change. "Compensable Change" means circumstances involving the performance of Extra Work:
 - .1 that are the result of
 - (1) Differing Site Conditions.
- (2) amendments or additions to Applicable Laws, which amendments or additions are enacted after the Bid Closing Deadline,
- (3) a Change requested by County in accordance with the conditions of authorization applicable to Compensable Changes set forth in <u>Article 7</u>, below, or
- other circumstances involving a Change in the Work for which Contractor is given under the Contract Documents a specific and express right to a Contract Adjustment to the Contract Price;
- .2 that are not caused, in whole or in part, by an act or omission of Contractor or a Subcontractor, of any Tier, constituting negligence, willful misconduct, or violation of an Applicable Law, or by a failure of Contractor of a Subcontractor, of any Tier, to comply with the Contract Documents;
- .3 for which a Contract Adjustment is neither prohibited by nor waived under the terms of the Contract Documents; and
- .4 that if performed would require Contractor to incur additional and unforeseeable Allowable Costs that would not have been required to be incurred in the absence of such circumstances.

- 1.1.29 Compensable Delay. "Compensable Delay" means a Delay to the critical path of activities affecting Contractor's ability to achieve Substantial Completion of the entirety of the Work within the Contract Time:
 - .1 that is the result of
 - (a) a Compensable Change,
- (b) the active negligence of County, Architect, a County Consultant or a Separate Contractor.
 - (c) a breach by County of an obligation under the Contract Documents, or
- (d) other circumstances involving Delay for which Contractor is given under the Contract Documents a specific and express right to a Contract Adjustment adjusting the Contract Price;
- .2 that is not caused, in whole or in part, by an act or omission of Contractor or a Subcontractor, of any Tier, constituting negligence, willful misconduct, or a violation of an Applicable Law, or a failure by Contractor or any Subcontractor, of any Tier, to comply with the Contract Documents; and
- .3 for which a Contract Adjustment to the Contract Time is neither prohibited by nor waived under the terms of the Contract Documents.
- 1.1.30 Construction Change Directive. "Construction Change Directive" means a written instrument signed in accordance with the requirements of Article 7, below, that: (1) directs the performance of a Change that does not involve a Contract Adjustment; (2) establishes a mutually agreed basis for compensation to Contractor for a Compensable Change under circumstances where performance of the Compensable Change needs to proceed in advance of the County performing a full evaluation of the Contractor's rights relative to a Contract Adjustment; or (3) directs performance of Work or a Change with respect to which there exists a dispute or question regarding the terms of a Contract Adjustment.
- 1.1.31 Construction Contract. "Construction Contract" means the written form of Standard Form of Construction Contract Between County and Contractor included in the Bidding Documents signed by County and Contractor.
- 1.1.32 **Construction Schedule**. "Construction Schedule" means the detailed, critical path schedule prepared by Contractor in accordance with the requirements of the Contract Documents showing Contractor's plan for performance of the Work within the Contract Time.
- 1.1.33 **Contract Adjustment.** "Contract Adjustment" means an adjustment, additive or deductive, to the Contract Price or Contract Time that is permitted by the Contract Documents due to circumstances constituting a Compensable Change, Compensable Delay or Deleted Work.
 - 1.1.34 Contract Documents. "Contract Documents" means the following collection of documents:
 - .1 Construction Contract;
 - .2 Addenda:
 - .3 General Conditions;
 - .4 Specifications;
 - .5 Plans and Drawings;
 - .6 Modifications;

- .7 Reference Documents:
- .8 Change Orders;
- .9 Unilateral Change Orders;
- .10 Construction Change Directives;
- .11 Safety Program;
- .12 other documents that comprise exhibits, attachments or riders to the documents listed in preceding Subparagraph 1.1.35.1 through Subparagraph 1.1.35.1, above;
 - .13 executed Declaration of Sufficiency of Funds;
 - .14 executed Non-Collusion Declaration; and
- .15 if the Bidding Documents limit bidding to Prequalified Bidders, those written representations, obligations or responsibilities made, acknowledged or assumed by the Bidder as part of the applicable Prequalification conducted by County, including, without limitation, any continuing obligations assumed by Contractor to disclose false or misleading information, report changes in ownership or management and comply with minimum safety requirements.
- 1.1.35 **Contract Price.** "Contract Price" means the dollar amount set forth in the Construction Contract as the total compensation payable by County to Contractor for complete performance by Contractor in accordance with the Contract Documents of the Work and other obligations assumed by Contractor under the Contract Documents.
- 1.1.36 **Contract Time**. "Contract Time" means the total number of Days set forth in the Construction Contract within which Contractor is obligated to achieve Substantial Completion and/or Final Completion of the Work, as extended or shortened by Contract Adjustments.
- 1.1.37 **Contractor.** "Contractor" means the person or entity identified by County as the Bidder receiving Award of the Construction Contract.
- 1.1.38 **Contractor Amount**. "Contractor Amount" means the component amount calculated on behalf of Contractor pursuant to <u>Paragraph 15.1.5</u>, below, that is used to determine the total net amount payable to Contractor or County in the event of a partial or full termination or discontinuance of the Work.
- 1.1.39 Contractor's Own Expense. "Contractor's Own Expense" means that Contractor agrees to assume sole responsibility to pay and be responsible for any resulting or associated Loss and Delay, without any Contract Adjustment and without any other form of compensation or reimbursement, of any kind, by County.
 - 1.1.40 County. "County" means the County of Riverside, a political subdivision of the State of California.
- 1.1.41 **County Amount**. "County Amount" means the component amount calculated on behalf of County pursuant to <u>Paragraph 15.1.5</u>, below, that is used to determine the total net amount payable to Contractor or County in the event of a partial or full termination or discontinuance of the Work.
- 1.1.42 County Consultant. "County Consultant" means a consultant, other than Architect, engaged by County (or engaged as a subconsultant to the Architect or a County Consultant) to provide professional advice to County with respect to the design, construction or management of the Project.
- 1.1.43 County Review Date. "County Review Date" means an end date set forth in the Construction Schedule or Submittal Schedule within which County, Architect or a County Consultant is to provide information, review documents or render decisions, approvals or disapprovals.

- 1.1.44 **County Review Period.** "County Review Period" means a period of time set forth in the Construction Schedule or Submittal Schedule within which County, Architect or a County Consultant is to provide information, review documents or render decisions, approvals or disapprovals.
- 1.1.45 **County Risk Manager.** "County Risk Manager" means the individual employee of the County acting as its risk manager.
- 1.1.46 County Website. "County Website" means the website maintained by County at http://www.rivcofm.org/RFP-RFQ
- 1.1.47 **Date of Commencement.** "Date of Commencement" means the starting date used for calculation of the Contract Time, and is the date, no earlier than the first working day following issuance of the Notice to Proceed, that is fixed in the Notice to Proceed issued by the County or, if no Notice to Proceed is issued, the Day that the Contractor actually commences Work at the Site in accordance with <u>Paragraph 8.1.1</u>, below.
- 1.1.48 **Day.** "Day", whether capitalized or not, and unless otherwise specifically provided, means calendar day, including weekends and Holidays.
- 1.1.49 **Declaration of Sufficiency of Funds.** "Declaration of Sufficiency of Funds" means the declaration, in the form included in the Bidding Documents, required to be submitted by Contractor under circumstances where Contractor has not executed a collective bargaining agreement covering the workers who will be employed to perform the Work.
- 1.1.50 **Defective Work**. "Defective Work" means materials, equipment, labor, workmanship, construction services or other construction work comprising the Work by Contractor or a Subcontractor that (1) is faulty, omitted, incomplete, or deficient, or (2) does not conform to Applicable Laws, the Contract Documents, or the requirements of any inspection, reference standard, test, code or approval specified in the Contract Documents.
 - 1.1.51 Delay. "Delay" means any circumstances involving delay, disruption, hindrance or interference.
- 1.1.52 **Deleted Work**. "Deleted Work" means Work that is eliminated or its scope or cost reduced pursuant to a Change Order or Unilateral Change Order.
- 1.1.53 **Department of Industrial Relations.** "Department of Industrial Relations" means The Department of Industrial Relations of the State of California.
- 1.1.54 **Design Discrepancy.** "Design Discrepancy" means an error, omission, conflict, ambiguity, lack of coordination or noncompliance with Applicable Laws contained in the Bidding Documents, Contract Documents, Reference Documents or other information made available by County to Contractor prior to or after the Bid Closing Deadline.
- 1.1.55 **Design Documents.** "Design Documents" means all originals, copies and drafts of plans, drawings, tracings, specifications, programs, reports, calculations, presentation materials, models, building information models and other writings or materials containing designs, specifications or engineering information related to the Work or Project prepared by Architect, County Consultants, Contractor, Separate Contractors or Subcontractors including, without limitation, computer aided design materials, electronic data files and paper copies. The term "Design Documents" includes both the written documents and all building and other designs depicted therein.
- 1.1.56 **Design Intent.** "Design Intent" means the general intended design objectives of the Design Documents prepared by Architect and County Consultants, as described in <u>Paragraph 1.2.1</u>, below.
- 1.1.57 **Designation of Subcontractors.** "Designation of Subcontractors" means the list of proposed Subcontractors prepared by the Bidder pursuant to California Public Contract Code §§4100 et seq.
- 1.1.58 **Differing Site Condition.** "Differing Site Condition" means an unforeseen condition that constitutes a basis for Contract Adjustment pursuant to <u>Paragraph 4.3.8</u>, below

- 1.1.59 Director of Facilities Management. "Director of Facilities Management" means the Director for Facilities Management, or his/her designee.
- 1.1.60 **Disability Laws**. "Disability Laws" means applicable federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any Government Authority, which regulate, relate to or impose liability or standards of conduct with respect to, or accessibility for, persons with disabilities, including, without limitation, the Americans with Disabilities Act (42 USCA §§ 12101 et seq.) and the Fair Housing Amendments Act of 1988 (42 USCA §§ 3604 et seq.).
- 1.1.61 **Discovery Date**. "Discovery Date", generally used in reference to Contractor's obligation to give written notice of certain facts, conditions or circumstances, means the earlier of the dates that Contractor or any Subcontractor either: (1) discovered such facts, conditions or circumstances; or (2) should have discovered such facts, conditions or circumstances in the exercise of the level of care required by the terms of the Standard of Performance.
- 1.1.62 **Drawings**. "Drawings" means graphic and pictorial documents showing the design, location and dimensions of the Project, and generally includes plans, elevations, subparagraphs, details, schedules and diagrams. The term "Drawings" is used interchangeably with "Plans".
- 1.1.63 Environmental Laws. "Environmental Laws" means all applicable federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees and permits or other requirements of any Governmental Authority, which regulate, relate to, or impose liability or standards of conduct concerning any Hazardous Substance (including, without limitation, the use, handling, transportation, production, disposal, discharge or storage thereof), occupational or environmental conditions on, under, or about the Site or Existing Improvements (including, without limitation, soil, groundwater, and indoor and ambient air conditions), environmental protection (natural or manmade resources), or occupational health or industrial hygiene (but only to the extent related to Hazardous Substances on, under, or about the Site or Existing Improvements), as now or may at any later time be in effect, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 [42 U.S.C.A. §§ 9601 et seq.]; the Resource Conservation and Recovery Act of 1976 [42 U.S.C.A. §§ 6901 et seq.]; the Clean Water Act (also known as the Federal Water Pollution Control Act) [33 U.S.C.A. §§ 1251 et seq.]; the Toxic Substances Control Act [15 U.S.C.A. §§ 2601 et seq.]; the Hazardous Substances Transportation Act [49 U.S.C.A. §§ 1801 et seq.]; the Insecticide, Fungicide, Rodenticide Act [7 U.S.C.A. §§ 136 et seq.]; the Superfund Amendments and Reauthorization Act [42 U.S.C.A. §§ 6901 et seq.]; the Clean Air Act [42 U.S.C.A. §§ 7401 et seq.]; the Safe Drinking Water Act [42 U.S.C.A. §§ 300f et seq.]; the Solid Waste Disposal Act [42 U.S.C.A. §§ 6901 et seq.]; the Surface Mining Control and Reclamation Act [30 U.S.C.A. §§ 1201 et seq.]; the Emergency Planning and Community Right to Know Act [42 U.S.C.A. §§ 11001 et seq.]; the Occupational Safety and Health Act [29 U.S.C.A. §§ 655 and 657]; the Residential Lead-Based Paint Exposure Act (Title X of the Housing and Community Development Act of 1992) [15 U.S.C.A. §§ 2681 et seq.]; the Lead-Based Paint Poisoning Prevention Act [42 U.S.C.A. §§ 4821 et seq.]; the Federal Endangered Species Act, the California Endangered Species Act, the Migratory Bird Treaty Act, the National Environmental Policy Act, the California Environmental Quality Act, Porter Cologne Water Quality Act (California Water Code §§ 13000 et seq), and all similar federal, state or local laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements.
- 1.1.64 Escrow Agent. "Escrow Agent" means an entity serving as escrow agent pursuant to California Public Contract Code §22300 in connection with the deposit of securities or retention.
- 1.1.65 Escrow Bid Documents. "Escrow Bid Documents" means all written documentation and electronic files reflecting the basis for and calculation of a Bid, including, without limitation, estimates, quantity take-offs, price quotations, product data, pricing data, memoranda, narratives, add/deduct sheets and reports (including, without limitation, reports on conditions at, under, or in the vicinity of the Site). The term "Escrow Bid Documents" does not include copies of Bidding Documents if they are not needed to comply with the requirements of the Bidding Documents applicable to submission of Escrow Bid Documents.
- 1.1.66 Event of Contractor Default. "Event of Contractor Default" means any of the events constituting default by Contractor as set forth in Paragraph 15.1.1, below.
- 1.1.67 Evidence of Insurance. "Evidence of Insurance" means the statement, completed by Bidder in the form included in the Bidding Documents, evidencing the Bidder's compliance with the insurance requirements of the Bidding Documents.

- 1.1.68 Excusable Delay. "Excusable Delay" means a Delay, other than a Compensable Delay, to Contractor's ability to achieve Substantial Completion or Final Completion of the Work within the Contract Time that is: (1) not caused, in whole or in part, by an act or omission of Contractor or a Subcontractor, of any Tier, constituting negligence, willful misconduct, a violation of an Applicable Law or a failure by Contractor or any Subcontractor, of any Tier, to comply with the Contract Documents; (2) unforeseeable, unavoidable and beyond the control of Contractor and the Subcontractors, of every Tier; and (3) the result of a Force Majeure Event. Without limitation to the foregoing, neither the bankruptcy, insolvency nor financial inability of Contractor or a Subcontractor, of any Tier, nor any failure by a Subcontractor, of any Tier, to perform any obligation imposed by contract or Applicable Laws shall constitute a ground for Excusable Delay.
- 1.1.69 **Existing Improvements.** "Existing Improvements" means all improvements located on the Site as of the Bid Closing Deadline, whether above or below the surface of the ground, including, but not limited to, existing buildings, utilities, infrastructure improvements and other facilities.
- 1.1.70 **Extra Work**. "Extra Work" means labor, materials, equipment, services or other work, not reasonably inferable by Contractor or its Subcontractors from the design and other information set forth in the Bidding Documents, the performance of which requires the expenditure by Contractor of additional and unforeseen Allowable Costs. References to Extra Work shall not be interpreted to mean or imply that Contractor is entitled to a Contract Adjustment unless such Extra Work constitutes a Compensable Change.
- 1.1.71 Final Completion, Finally Complete. "Final Completion" and "Finally Complete" mean the point at which the following conditions have occurred with respect to the entire Work:
 - .1 the Work is fully completed, including all minor corrective, or "punch list," items;
- .2 all permits, approvals and certificates by Governmental Authorities, such as, but not necessarily limited to, a permanent or temporary certificate of occupancy required to occupy and use the Work have been issued free of any conditions that are the result of an act or omission of Contractor or a Subcontractor, of any Tier, constituting negligence, willful misconduct, a violation of an Applicable Law or a failure by Contractor or any Subcontractor, of any Tier, to comply with the Contract Documents;
- .3 the Work and the related portions of the Site have been thoroughly cleared of all construction debris and cleaned in accordance with the requirements of the Contract Documents, including, but not necessarily limited to where applicable, the following: removal of temporary protections; removal of marks, stains, fingerprints and other soil and dirt from painted, decorated and natural-finished woodwork and other Work; removal of spots, plaster, soil and paint from ceramic tile, marble and other finished materials; all surfaces, fixtures, cabinet work and equipment are wiped and washed clean and in an undamaged, new condition; all aluminum and other metal surfaces are cleaned in accordance with recommendations of the manufacturer; and all stone, tile and resilient floors are cleaned thoroughly in accordance with the manufacturer's recommendations and buff dried by machine to bring the surfaces to sheen;
- .4 all conditions set forth in the Contract Documents for Substantial Completion of the Work have been, and continue to be, fully satisfied;
- .5 all conditions pertaining to the Work and required for the release of County's obligations (including, but not limited to, release of County's bond obligations) to Governmental Authorities (including, but not limited to, matters involving grading, flood control, public works, transportation and traffic) have been satisfied; and
 - .6 Contractor has delivered to County all Close-Out Documents.
- 1.1.72 **Final Completion Punch List.** "Final Completion Punch List" means the list of minor items of Work to be completed or corrected by Contractor for Final Completion.
- 1.1.73 **Final Payment.** "Final Payment" means payment by County to Contractor of the entire unpaid balance of the Contract Price due to Contractor following Final Completion.
 - 1.1.74 FM. "FM" means Facilities Management for the County of Riverside.

- 1.1.75 Force Majeure Event. "Force Majeure Event" means, and is restricted to, any the following: (1) Acts of God occurring at the Site; (2) terrorism or other acts of a public enemy; (3) orders of Governmental Authorities (including, without limitation, unreasonable and unforeseeable Delay in the issuance of permits or approvals by Governmental Authorities that are required for the Work); (4) epidemics or quarantine restrictions; (5) strikes and other organized labor action occurring at the Site and the effects thereof on the Work to the extent such strikes and other organized labor action are beyond the control of Contractor and its Subcontractors, of every Tier, and to the extent the effects thereof cannot be avoided by use of replacement workers or implementation of a dual gate system of entry to the Site; or (6) unusual shortages in materials that are supported by documented proof that (a) Contractor made every effort to obtain such materials from all available sources, (b) such shortage is due to the fact that such materials are not physically available from single or multiple sources or could have been obtained only at exorbitant prices entirely inconsistent with current rates taking into account the quantities involved and the usual industry practices in obtaining such quantities, and (c) such shortages and the difficulties in obtaining alternate sources of materials could not have been known or anticipated as of the Bid Closing Deadline.
- 1.1.76 Fragnet. "Fragnet" means a contemporaneous, fragmentary scheduling network, which graphically identifies the sequencing of all critical and non-critical new activities and/or activity revisions affected by a Compensable Delay or Excusable Delay with logic ties to all affected existing activities noted on the Construction Schedule, that isolates and quantifies a time impact of a specific issue, determines and demonstrates any such specific Delay in relation to past and/or other current Delays and provides a method for incorporating all Contract Adjustments to the Contract Time into an update of the approved Construction Schedule.
- 1.1.77 **General Conditions**. "General Conditions" means the herein set forth general terms and conditions governing performance of the Work.
- 1.1.78 **General Requirements.** "General Requirements" means the portion of the Specifications so titled setting forth additional requirements for administration of the Work.
- 1.1.79 Good Faith Determination. "Good Faith Determination" means a determination made by the Director of Facilities Management or other authorized representative of County, which he/she believes in good faith to be a proper exercise of County's rights and to have a reasonable basis in fact, whether or not such determination is in fact proper, reasonable or correct or adjudged to be so.
- 1.1.80 Governmental Authority. "Governmental Authority" means the United States, the State of California, the County of Riverside (acting in its regulatory, rather than proprietary, capacity), the City in which the Project is located, any other local, regional, state or federal political subdivision, authority, agency, department, commission, board, bureau, court, judicial or quasi-judicial body, and any legislative or quasi-legislative body, or instrumentality of any of them, which exercises jurisdiction over the Project, Work, Site, Contractor or County, including, without limitation, any Governmental Authority having jurisdiction to review and approve or reject the Contract Documents or the Work based on compliance or non-compliance with Applicable Laws.
- 1.1.81 Governmental Authority Review Period. "Governmental Authority Review Period" means a period of time set forth in the Construction Schedule or Submittal Schedule for Governmental Authority review, and/or approval, of the Work.
- 1.1.82 **Guarantee To Repair Period.** "Guarantee To Repair Period" means the period of time set forth in Section 13.3, below, for repair or replacement of Defective Work.
- 1.1.83 Hazardous Substance. "Hazardous Substance" means either of the following: (1) any chemical, material or other substance defined as or included within the definition of "hazardous substances," "hazardous wastes," "extremely hazardous substances," "toxic substances," "toxic material," "restricted hazardous waste," "special waste," "contamination" or words of similar import under any Environmental Law, including, without limitation, the following: petroleum (including crude oil or any fraction thereof), asbestos, asbestos-containing materials, polychlorinated biphenyls ("PCBs") and PCB-containing materials, whether or not occurring naturally; or (2) any substance that because of its quantity, concentration or physical or chemical characteristics poses a significant present or potential hazard to human health and safety or to the environment, and which has been determined by any Governmental Authority to be a hazardous waste or hazardous substance.

- 1.1.84 **Holiday**. "Holiday" means a Day recognized by County as being a legal holiday for its staff and employees.
- 1.1.85 **Indemnitees.** "Indemnitees" means those persons or entities listed in <u>Paragraph 3.18.1</u>, below, as the "Indemnitees".
- 1.1.86 Inspector of Record. "Inspector of Record" means a person designated by the County to perform inspections on behalf of the County, who may be an employee or an independent consultant to County.
- 1.1.87 **Installation Subcontractor.** "Installation Subcontractor" means a Subcontractor who performs a portion of the Work that includes providing substantial, rather than minor and incidental, services for the installation of temporary or permanent materials, equipment or facilities at the Site.
- 1.1.88 Instructions to Bidders. "Instructions to Bidders" means the portion of the Bidding Documents setting forth the requirements to be followed by Bidders in preparing and submitting Bids.
- 1.1.89 Intellectual Property Rights. "Intellectual Property Rights" means all intellectual property rights, including, without limitation, patent, trademark, trade dress, copyright, industrial design rights, priority rights and trade secrets.
- 1.1.90 **Key Personnel, Key Persons.** "Key Personnel" and "Key Persons" mean those individuals employed by Contractor as described in <u>Paragraph 3.8.1</u>, below, and any replacements thereto approved by County, whose personal performance is deemed of the essence to the Construction Contract.
- 1.1.91 **Loss, Losses**. "Loss" and "Losses" mean any and all economic and non-economic losses, costs, liabilities, claims, damages, cost escalations, actions, judgments, settlements, expenses, fines, penalties and punitive damages including, without limitation, actual attorney's fees, expert and non-expert witness fees, arbitrator and arbitration fees, court costs (statutory and non-statutory), and mediation and mediator fees.
- 1.1.92 **Modification.** "Modification" means a document, other than a Change Order or Construction Change Directive, approved and signed by County and Contractor after execution of the Construction Contract, agreeing to alter, amend or modify the Contract Documents.
- 1.1.93 **Mold**. "Mold" means mold, mildew, spores or other microorganisms of any type, nature or description, or any by-product thereof, the presence of which poses an actual or potential threat to human health, including, without limitation, any species of organisms of the kingdoms of fungi or mycota, including yeasts, smuts, ruts, mildews, mold and mushrooms, or any microbial contamination, either airborne or surface, which arises out of or is related to the presence of fungi or spores (including, without limitation, aspergilius, cladosporium, penicillium and stachybortrys chartarum).
- 1.1.94 **Non-Collusion Declaration.** "Non-Collusion Declaration" means the form, so titled, required by California Public Contract Code §7106 and the Bidding Documents to be submitted by Bidder with its Bid.
- 1.1.95 **Notice Inviting Bids**. "Notice Inviting Bids" means the notice issued by or on behalf of County inviting submission of Bids for the Project.
- 1.1.96 **Notice Inviting Prequalification Statements**. "Notice Inviting Prequalification Statements" means the formal notice issued by County inviting contractors to participate in County's process for Prequalification of Bidders.
- 1.1.97 **Notice of Change.** "Notice of Change" means a formal written notice required to be submitted by Contractor pursuant to <u>Paragraph 7.6.1</u>, below, notifying County of circumstances that Contractor believes may give rise to a Contract Adjustment.
- 1.1.98 **Notice of Completion**. "Notice of Completion" means a "notice of completion" as defined in California Civil Code §9204.

- 1.1.99 **Notice of Delay.** "Notice of Delay" means a formal written notice prepared and submitted by Contractor pursuant to <u>Paragraph 8.2.2</u>, below, notifying County of circumstances that Contractor believes may give rise to a Contract Adjustment to the Contract Time for Excusable Delay or Compensable Delay or a Contract Adjustment to the Contract Price for Compensable Delay.
- 1.1.100 **Notice of Final Completion.** "Notice of Final Completion" means the written notice by County confirming the date of actual Final Completion.
- 1.1.101 **Notice of Intent to Award**. "Notice of Intent to Award" means the written notice by or on behalf of County stating County's intent to Award the Construction Contract.
- 1.1.102 **Notice of Substantial Completion.** "Notice of Substantial Completion" means the written notice by County confirming the date of actual Substantial Completion.
- 1.1.103 Notice to Proceed. "Notice to Proceed" means the written notice issued by County to Contractor to begin the Work.
- 1.1.104 Payment Bond, Performance Bond. "Payment Bond" and "Performance Bond" mean the surety bonds required to be provided by Contractor pursuant to Article 12, below.
- 1.1.105 Plans. "Plans" means the graphic and pictorial portions of the Contract Documents prepared by Architect or its Subconsultants showing the design, location and dimensions of the Work, including, without limitation, plans, elevations, details, schedules and diagrams. The term "Plans" is used interchangeably with "Drawings".
- 1.1.106 Post-Award Submittals. "Post-Award Submittals" means the documents described in the Bidding Documents that the apparent successful Bidder is required to submit after opening of Bids as a condition of Award.
- 1.1.107 **Pre-Bid Conference**. "Pre-Bid Conference" means the conference, specified in the Notice Inviting Bids as either mandatory or optional, held prior to the Bid Closing Deadline for the purpose of, without limitation, introducing the Bidders to the Project, and which conference may, or may not, include a review of the Site.
- 1.1.108 **Prequalification**. "Prequalification" means a process for Prequalification of contractors for bidding that is conducted by County pursuant to California Public Contract Code §20101 or as otherwise permitted by Applicable Laws.
- 1.1.109 **Prequalification Documents.** "Prequalification Documents" means the collection of documents issued to and submitted by individuals or entities pursuant to a Prequalification conducted by County.
- 1.1.110 Prequalified Bidder. "Prequalified Bidder" means a contractor that is prequalified as part of a Prequalification conducted by County pursuant to Public Contract Code §20101.
- 1.1.111 **Product Data**. "Product Data" means illustrations, standard schedules, charts, instructional brochures, diagrams and other information furnished by Contractor to illustrate a material, product or system for the Work.
- 1.1.112 **Progress Payment**. "Progress Payment" means a monthly payment of a portion of the Contract Price prior to Final Completion based on Contractor's progressed performance of the Work.
- 1.1.113 **Project.** "Project" means the improvements comprising, or necessary or appurtenant to the use of, the work of improvements described generally in the Bidding Documents, of which the Work may be the entirety of such improvements or only a part.
- 1.1.114 **Project Documents**. "Project Documents" means all writings (hard copy and electronic) in the possession of Contractor at the Site or elsewhere that relate in any way to the Project or Work.
- 1.1.115 Project Team. "Project Team" means County, Architect, County Consultants, Contractor, the Subcontractors, the Separate Contractors, Inspectors of Record and other firms or individuals retained by County, or

retained by others with County's approval, participating in the planning, programming, design, construction or inspection of the Work.

- 1.1.116 Reasonable Order of Magnitude Estimate. "Reasonable Order of Magnitude Estimate" means a general estimate prepared by Contractor, or jointly by Contractor and County, without the benefit of complete or definitive pricing by Subcontractors, of the projected additional cost and time associated with Contractor's performance of a particular item or items of Extra Work or Deleted Work described in a Construction Change Directive. Unless otherwise agreed to in writing between County and Contractor, a Reasonable Order of Magnitude Estimate does not constitute either an authorization or agreement by County to any Contract Adjustment or a guarantee or promise by Contractor with respect to the amount of any Contract Adjustment that may be associated with a Compensable Change or Deleted Work.
- 1.1.117 **Record Documents.** "Record Documents" means the collection of documents assembled and prepared by Contractor (including, without limitation, the Record Drawings and Specifications) showing the condition of the Work as actually built.
- 1.1.118 **Record Drawings, Record Specifications.** "Record Drawings" and "Record Specifications" mean the Drawings and Specifications marked by Contractor to show the condition, location and placement of the Work as actually built, including, without limitation, the locations of mechanical, electrical, plumbing or similar portions of the Work that are depicted diagrammatically in the Drawings.
- 1.1.119 **Reference Documents.** "Reference Documents" means reports, studies, surveys and other information provided by County for Contractor's review and consideration in preparing its Bid, including, without limitation, information describing the Site (including surface or subsurface conditions), Existing Improvements or Hazardous Substances at the Site.
- 1.1.120 **Request for Extension**. "Request for Extension" means a formal written request submitted by Contractor pursuant to <u>Paragraph 8.2.3</u>, below, setting forth the justification and support for Contractor's request for a Contract Adjustment to the Contract Time.
- 1.1.121 **Request for Information**. "Request for Information" means a written request by Contractor for clarification of what it perceives to be a discrepancy in the Contract Documents (including, without limitation, information in the Contract Documents constituting a Design Discrepancy or a variance between the information in the Bidding Documents or Contract Documents and conditions at the Site or in Existing Improvements).
- 1.1.122 **Safety Program.** "Safety Program" means the formal, written program prepared by Contractor setting forth detailed procedures and precautionary measures for protecting persons and property from injury or damage.
- 1.1.123 **Samples**. "Samples" means physical examples that, when approved by County and Architect, illustrate materials, equipment or workmanship by which the Work is to be evaluated and judged as part of the Submittal process.
- 1.1.124 **Schedule of Values.** "Schedule of Values" means a detailed, itemized breakdown of the Contract Price, which provides for an allocation of the dollar values to each of the various parts of the Work.
- 1.1.125 **Self-Performed Work**. "Self-Performed Work" means Work related to a Compensable Change or Deleted Work that is performed or to be performed by Contractor's own laborers who are employed by Contractor, rather than by the employees of a Subcontractor, using materials and equipment purchased by Contractor directly from a supplier or manufacturer.
- 1.1.126 **Separate Contractor**. "Separate Contractor" means a contractor, subcontractor, supplier or vendor under contract directly to County to provide services, materials, labor, equipment or other work to the Project.
- 1.1.127 **Shop Drawing.** "Shop Drawing" means a drawing, diagram, schedule and other data specially prepared for the Work by Contractor or a Subcontractor to illustrate some portion of the Work.

- 1.1.128 **Site.** "Site" means: (1) the parcel of land owned by County on which the Project is to be constructed and such additional parcels as may be purchased by County for such construction; (2) all areas adjacent to such parcels that may be used by Contractor or the Subcontractors for staging, storage, parking or temporary offices; and (3) all land areas, both private and public, adjacent to such parcels on which Work is required to be performed under the Contract Documents, Applicable Laws or permits relating to the Project.
- 1.1.129 **Specifications**. "Specifications" means the portion of the Contract Documents consisting of the written requirements for materials, equipment, standards and workmanship for the Work and performance of related services.
- 1.1.130 **Standard of Performance**. "Standard of Performance" means the general standard governing Contractor's performance of its obligations under the Construction Contract and General Conditions as set forth in Section 2.2 of the Construction Contract.
- 1.1.131 State Water Resources Control Board. "State Water Resources Control Board" means the State Water Resources Control Board of the State of California.
- 1.1.132 Storm Water Permit. "Storm Water Permit" means any applicable storm water, urban runoff or statewide general NPDES permit issued by the State of California or the United States pursuant to the provisions of the Clean Water Act (Title 33U.S.C.§§1251 et seq.) and/or Porter Cologne Water Quality Control Act (California Water Code §§13000 et seq.) and including any related regulations issued by the State of California or the United States.
- 1.1.133 **Sub-Bidder**. "Sub-Bidder" means a person or entity that submits a bid to a Bidder for some portion of the Work that is to be performed by that person or entity acting as a first-Tier Subcontractor.
- 1.1.134 **Subcontractor**. "Subcontractor" means a person or entity that has a contract to perform a portion of the Work, including without limitation, subcontractors, sub-subcontractors, suppliers, equipment operators, manufacturers and vendors, of any and every Tier.
- 1.1.135 **Submittal**. "Submittal" means a Shop Drawing, Product Data, Sample, detailed design, exemplar, fabrication and installation drawing, list, graph, operating instruction or other document required to be submitted by Contractor under the Contract Documents.
- 1.1.136 **Submittal Schedule**. "Submittal Schedule" means the schedule prepared by Contractor showing the timing for submission and review of Submittals during construction.
- 1.1.137 **Substantial Completion**, **Substantially Complete**. "Substantial Completion" and "Substantially Complete" mean the point at which the following conditions have occurred with respect to the entire Work or a portion of the Work designated by County in writing to be Substantially Completed prior to Substantial Completion of the entire Work:
- .1 such Work is sufficiently and entirely complete in accordance with Contract Documents so that such Work can be fully enjoyed and beneficially occupied and utilized by County for its intended purpose (except for minor items which do not impair County's ability to so occupy and use such Work);
- .2 all permits, approvals and certificates by Governmental Authorities, such as, but not necessarily limited to, a permanent or temporary certificate of occupancy required to occupy and use such Work have been issued free of any conditions that are the result of an act or omission of Contractor or a Subcontractor, of any Tier, constituting negligence, willful misconduct, a violation of an Applicable Law or a failure by Contractor or any Subcontractor, of any Tier, to comply with the Contract Documents; and
- .3 all building systems included in such Work are operational as specified, all designated or required inspections and certifications by Governmental Authorities have been made and posted and instruction of County's personnel in the operation of the systems has been completed.
- 1.1.138 Substantial Completion Punch List. "Substantial Completion Punch List" means the list of items of Work to be completed or corrected by Contractor for Substantial Completion.

- 1.1.139 **Substitution.** "Substitution" means a material, product or item of material or equipment proposed by the Bidder or Contractor in place of that specified in the Bidding Documents or Contract Documents.
- 1.1.140 **Substitution Request Form**. "Substitution Request Form" means the form, so titled, that is included in the Bidding Documents for use by the Bidders when requesting a Substitution.
- 1.1.141 **Supplementary Conditions**. "Supplementary Conditions" means those portions of the Specifications that supplement, by addition, modification or deletion, a specific portion of the General Conditions.
- 1.1.142 **Surety.** "Surety" means Contractor's surety(ties) issuing the Bid Bond, Performance Bond or Payment Bond.
- 1.1.143 **Tier.** "Tier" means the contractual level of a Subcontractor with respect to Contractor. For example, a "first-tier" Subcontractor is under contract with Contractor. A sub-subcontractor under contract with a first-tier Subcontractor is in the "second tier," and so on. Use of the phrase "of every Tier", or similar phraseology, in the Contract Documents shall not be interpreted as implying that other provisions of the Contract Documents, where such phrase is not used, are intended to be limited in application to only the first Tier or to only certain other Tiers of Subcontractors.
- 1.1.144 **Time Impact Analysis.** "Time Impact Analysis" means a written report evaluating the impact of an Excusable or Compensable Delay, which shall include, at a minimum, the following: (1) a narrative description of the Delay and its impact on the critical path to achievement of a Substantial Completion or Final Completion of the Work or a portion of the Work designated by County within the Contract Time; (2) a Fragnet; (3) the number of Days of extension sought by Contractor as a Contract Adjustment to the Contract Time; (4) a computation of the Days of Compensable Delay multiplied times the liquidated damages payable to Contractor pursuant to <u>Section 3.3</u> of the Construction Contract, if any, sought by Contractor; (5) a statement that Contractor has complied with the requirements of the General Conditions for written notice of Delays, along with the dates and copies of such notices; (6) the measures taken by Contractor and Subcontractors to prevent or minimize the Delay; and (7) Contractor's recommendations for reordering or re-sequencing the Work to avoid or minimize further Delay.
- 1.1.145 Unexcused Delay. "Unexcused Delay" means any Delay that is not a Compensable Delay or Excusable Delay or that constitutes a Compensable Delay or Excusable Delay for which Contractor is not entitled to a Contract Adjustment to the Contract Time, including, without limitation, the following: (1) Delay caused by an act or omission of Contractor or a Subcontractor, of any Tier, constituting negligence, willful misconduct, a violation of an Applicable Law or a failure by Contractor or any Subcontractor, of any Tier, to comply with the Contract Documents; (2) Delay for which Contractor has failed to provide a timely and complete Notice of Delay or Request for Extension; or (3) Delay associated with any circumstances where the costs or risk associated with such circumstances are designated in the Contract Documents as being at Contractor's risk or Contractor's Own Expense.
- 1.1.146 **Unilateral Change Order.** "Unilateral Change Order" means a writing signed by County in accordance with <u>Article 7</u>, below, in which County unilaterally sets forth its Good Faith Determination of the undisputed portion of an otherwise disputed Contract Adjustment.
- 1.1.147 Work. "Work" means all labor, materials, equipment, services, permits, licenses, taxes and other things necessary for Contractor to perform its obligations under the Contract Documents, including, without limitation, any Changes requested by County, in accordance with the Contract Documents and all Applicable Laws. The Work may constitute the whole or a part of the Project.
- 1.1.148 Worker's Compensation Certificate. "Worker's Compensation Certificate" means the statement, completed by Bidder in the form included in the Instruction to Bidders, evidencing the Bidder's compliance with the worker's compensation insurance requirements of the Bidding Documents and Applicable Laws.

1.2 CORRELATION, INTERPRETATION AND INTENT OF CONTRACT DOCUMENTS

1.2.1 **Design Intent.** The intent of the Contract Documents is for Contractor to provide all items necessary to produce a work of improvement that is complete as a whole and that is, in all of its parts, suitable for use and occupancy for its intended purpose, including, without limitation, all equipment, casework, mechanical, electrical and similar devices of whatever nature, completely installed, hooked-up and made fully operational and functional.

- 1.2.2 **Complementary**. Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all. Any Work called for on the Drawings and not mentioned in the Specifications, or vice versa, shall be performed as though fully set forth in both.
- 1.2.3 **Technical Words.** Unless otherwise stated in the Contract Documents, technical words and abbreviations contained in the Contract Documents are used in accordance with commonly understood construction industry meanings and non-technical words and abbreviations are used in accordance with their commonly understood meanings.
- 1.2.4 **Trade Names.** It is not the intention of the Contract Documents to go into detailed descriptions of any materials or methods commonly known to the trade under a "trade name" or "trade term." The mere mention or notation of such "trade name" or "trade term" shall be considered a sufficient notice to the Contractor that it will be required to complete the Work so named with all its appurtenances according to first-class practices of the trade.
- 1.2.5 **Incidental Items.** The naming of any material or equipment shall mean furnishing and installing of same, including all incidental and accessory items thereto and labor therefor, in accordance with first-class practices of the trade involved, unless specifically noted otherwise.
- 1.2.6 **Drawing Dimensions.** Figured, derived or numerical dimensions on scale Drawings shall govern over Drawings without figured dimensions. The Drawings shall not be scaled to determine dimensions, and (except in the case of diagrammatic Drawings) dimensions shall be calculated from figures shown on the Drawings. Obvious discrepancies between scale and figured dimensions, not marked "not to scale," must be brought to the Architect's attention before proceeding with the Work affected by the discrepancy. Contractor shall carefully check and compare all portions of the Drawings and Specifications so as to correctly interpolate the intended dimensions for any portion of the Work that is not explicitly dimensioned in the Contract Documents.
- 1.2.7 **Drawings, Specifications**. In general, the Drawings will show dimensions, positions, and kind of construction and the Specifications will define materials, quality and standards. Work not particularly shown, detailed, marked or specified shall be the same as similar parts that are shown, detailed, marked or specified.
- 1.2.8 **Typical Work**. Work not particularly shown, detailed, marked or specified shall be the same as similar parts that are shown, detailed, marked or specified.
- 1.2.9 **Divisions of the Work.** All the Work mentioned or indicated in the Contract Documents shall be performed by Contractor as part of the Work unless specifically indicated in the Contract Documents to be done by others. The organization of the Specifications into divisions, sections and articles and the arrangement of the Drawings shall not control Contractor in dividing the Work among the Subcontractors or in establishing the extent of the Work to be performed by the Subcontractors.
 - 1.2.10 Applicable Laws. Compliance with Applicable Laws shall be considered as a part of the Work.
- 1.2.11 Interpretations of Laws. In the event of a conflict between or among Applicable Laws governing performance of the Work, the more stringent shall govern. Contractor assumes, at Contractor's Own Expense, sole responsibility for, and the risk associated with, interpretations of Applicable Laws made by Contractor not predicated on written orders issued by Governmental Authorities that by their terms are applicable to the Project, including, without limitation, interpretations or assumptions made by Contractor based on decisions, orders or approvals (written or unwritten) issued by or on behalf of Governmental Authorities in connection with work on other projects or properties near or in the general vicinity of the Site.
- 1.2.12 **Modifiers.** The Contract Documents may omit modifying words such as "all" and "any," and articles such as "the" and "an." If a modifier or an article is not included in one statement and appears in another, it is not intended to affect the interpretation of either statement. The use of the word "including," when following any general statement, shall not be construed to limit such statement to specific items or matters set forth immediately following such word or to similar items or matters whether or not non-limiting language (such as "without limitation," "but not limited to," or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement.

- 1.2.13 **Singular, Gender, Captions.** When appropriate to the context, the use of the singular number shall be deemed to include the plural and vice versa. Each gender shall be deemed to include any other gender, and each shall include corporation, partnership, trust or other legal entity whenever the context so requires. The captions and headings of the various subdivisions of the Contract Documents are intended only as a matter of reference and convenience and in no way define, limit, or prescribe the scope or intent of the Contract Documents or any subdivision thereof.
- 1.2.14 **Cross-References**. Any cross-references indicated between various paragraphs or other portions of the Specifications, Drawings or other Contract Documents are provided for the convenience of Contractor and shall not be deemed to be all-inclusive.
- 1.2.15 Diagrammatic Design. Drawings and diagrams for mechanical, plumbing, electrical, fire sprinkler, fire alarm and low voltage Work shall be considered as diagrammatic only and shall not be used for any structural guidance or physical layout. Because such Drawings are diagrammatic, Contractor shall be responsible to provide any and all numbers and lengths of fittings, wire, conduit, connections, attachments or similar materials or devices needed to complete the Work, without Contract Adjustment, whether or not they exceed the numbers of pieces or the lengths indicated by such Drawings. Contractor is solely responsible to carefully plan and coordinate in advance, by means of coordination drawings prepared by Contractor or a Subcontractor, the installation of any Work shown diagrammatically and shall do so in such a manner as to make maximum use of the space available and anticipate and avoid wherever possible conflict and interferences among such portions of the Work and with other portions of the Work, including structural members.
- 1.2.16 **Demolition**. Existing Improvements at the Site of which no specific description is made in the Contract Documents, but which could be reasonably assumed to interfere with the satisfactory completion of the Work, shall be removed and disposed of by Contractor without Contract Adjustment. If Contractor is unsure whether a specific Existing Improvement at the Site which is not specifically described in the Contract Documents should be removed and disposed of, Contractor shall promptly ask the County whether such Existing Improvement is to be removed or remain in place, and shall comply with any directive given in response.
- 1.2.17 **Omissions**. Items missing from the Contract Documents shall nevertheless be provided by the Contractor, without Contract Adjustment, to the extent reasonably inferable from the Contract Documents as being necessary to satisfy the Design Intent.
- 1.2.18 **Conflicts.** Notwithstanding the provisions of <u>Paragraph 1.2.19</u>, below, in the event of conflict between any of the Contract Documents, the provision placing a more stringent requirement or greater burden on the Contractor or requiring the greater quantity or higher quality material or workmanship shall prevail, unless otherwise directed by the County in writing.
- 1.2.19 **Order of Precedence**. Conflicts that cannot be resolved in accordance with the rules of interpretation set forth elsewhere in this <u>Section 1.2</u>, shall be interpreted in accordance with the following order of precedence (the first being the highest order of precedence):
- .1 Applicable Laws (provided, however, and notwithstanding <u>Subparagraph 1.2.19.10</u>, below, where the Contract Documents or manufacturer's recommendations or specifications require standards higher than those of Applicable Laws, the Contract Documents or manufacturer's recommendations or specifications shall control);
 - .2 Change Orders, Unilateral Change Orders and Construction Change Directives;
 - .3 Addenda;
 - .4 Construction Contract;
 - .5 Supplementary Conditions;
 - .6 General Conditions:

- .7 General Requirements;
- .8 Specifications;
- Drawings, subject to the following: (1) large scale plans and details take precedence over small scale Drawings in all cases; (2) full scale Drawings have precedence over both large and small scale Drawings in all cases; (3) detailed Plans and/or Drawings shall have precedence over general Plans and/or Drawings; (4) architectural and structural Drawings take precedence over electrical and mechanical Drawings in regard to location and arrangement of fixtures, outlets, and equipment; and (5) electrical and mechanical Drawings take precedence in describing and specifying equipment and in describing the diagrammatic requirements;
- .10 standard and reference specifications which include industry norms, such as, but not limited to, ANSI and ASTM; and
 - .11 Reference Documents.
- 1.2.20 Conditions Precedent. Wording used in the Contract Documents indicating that a right of the Contractor or an obligation of the County is subject to or conditioned upon the occurrence of a condition or event, whether or not such condition or event is within the control of Contractor, County or others and whether or not such condition or event is expressly stated to be a "condition precedent", shall be understood and interpreted to mean that the stated condition or event is a condition precedent to the existence, arising, performance and exercise of such right or obligation.

1.3 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

- 1.3.1 **Property of County**. Subject to the provisions of <u>Paragraph 2.4.4</u>, below, all Design Documents, Contract Documents and Project Documents that are prepared by Contractor or a Subcontractor, of any Tier, for use in connection with the Project, including any designs, building designs or other depictions underlying or shown in them, and the Intellectual Property Rights thereto, shall be deemed the sole and exclusive property of County and ownership thereof is irrevocably vested in County, whether the Project is executed or not.
 - 1.3.2 Assignment of Rights. Contractor shall, without further consideration, obtain any and all Intellectual Property Rights in the Project Documents and Design Documents prepared by Contractor or any Subcontractor, of any Tier, for use in connection with the Project, including any designs, building designs or other depictions underlying or shown in them, free and clear of any liens or other encumbrances, claims or rights of third parties, transfer such rights, if necessary in writing, to County and cooperate with County in securing and registering such rights, such that County shall own all Intellectual Property Rights and any other tangible and/or intangible property rights associated therewith. Such transfer and assignment will be effective for the entire duration of the copyrights and include, but are not be limited to, all rights in related plans, specifications, documentation, derivative works and moral rights.
- 1.3.3 Contractor's Warranty. Contractor represents and warrants that the Project Documents and Design Documents prepared by Contractor or any Subcontractor for use on the Project, and the use of such Project Documents in the ordinary course, are free of any claim of infringement or any other violation of any Intellectual Property Right or other right of any third party.
 - 1.3.4 **Non-Exclusive License.** Without derogation of County's rights under this <u>Section 1.3</u>, Contractor and Subcontractors, of every Tier, are granted a limited, non-exclusive license, revocable at will of County, to use and reproduce applicable portions of the Design Documents, Contract Documents and Project Documents as appropriate to and for use in the execution of the Work and for no other purpose.
 - 1.3.5 **Reproduction.** Contractor shall do all reproduction and distribution of such reproducible prints of Contract Documents and Design Documents as are necessary for the complete pricing and performance of the Work, including, without limitation, all Changes. The costs of such reproduction shall be at Contractor's Own Expense.

- 1.3.6 **Delivery to County.** All Design Documents and Contract Documents (including originals and copies), and one (1) copy of all other Project Documents, in the possession of Contractor or Subcontractors shall be delivered to County upon the earlier of Final Completion of the Work or termination of the Construction Contract; provided, however, that Contractor shall have the right to retain one (1) copy of the Contract Documents and Submittals as a permanent record.
- 1.3.7 **Subcontractors**. Contractor shall take all necessary steps to ensure that a provision is included in all contracts with Subcontractors, of every Tier, who perform Work on the Project protecting and preserving County's rights as set forth in this <u>Section 1.3</u>.

ARTICLE 2 COUNTY RIGHTS AND OBLIGATIONS

2.1 INFORMATION, APPROVALS AND SERVICES REQUIRED OF COUNTY

passed; and

- 2.1.1 **Legal Descriptions.** County shall furnish, within a reasonable time after written request by Contractor, a legal description of the Site and information describing legal limitations affecting the Site that are recorded with applicable Governmental Authorities, such as, but not limited to, easements.
- 2.1.2 **Permits and Fees.** County shall secure and pay for only those permits and fees which are expressly stated to be the responsibility of County under the Contract Documents. County shall pay for all hook-up fees (not including "tap fees", which are the responsibility of Contractor pursuant to <u>Paragraph 3.14.3</u>, below) in order to establish a new account with a utility provider.
- 2.1.3 **County Approvals.** Information, approvals and decisions required of County or a County Consultant for which a County Review Period or County Review Date is included in the Construction Schedule that is approved by County shall be provided in accordance with the Construction Schedule. If a County Review Period or County Review Date is not set forth in the Construction Schedule approved by County, then such information, approvals and decisions shall be provided upon written request by Contractor without unreasonable Delay. Notwithstanding the foregoing, failure by County, Architect or a County Consultant to provide any information, approvals or decisions shall not be considered as a basis for Contract Adjustment to the Contract Time unless and until, and in calculating a Contract Adjustment any Delay or extension of the Contract Time resulting from a late-issuance of such information, approval or decision shall not commence until after:
- .1 in the case of information, approval or decision for which there is a County-approved County Review Period or County Review Date in the County-approved Construction Schedule, seven (7) Days have passed since the County and the individual from whom such information, approval or decision is sought have received from Contractor a written notice containing all the following:
 - (1) a detailed description of the information, approval or decision required;
 - (2) a statement that the County Review Period or County Review Date has expired or
- (3) a statement, prominently displayed, that: "PURSUANT TO <u>PARAGRAPH 2.1.3</u> OF THE GENERAL CONDITIONS, THE FAILURE TO PROVIDE THE REQUESTED INFORMATION, APPROVAL OR DECISION WITHIN 7 CALENDAR DAYS FROM THIS NOTICE MAY RESULT IN A REQUEST FOR A CONTRACT ADJUSTMENT"; or
- .2 in the case of information, approval or decision for which there is no County Review Period or County Review Date set forth in the County-approved Construction Schedule, thirty (30) Days have passed since the County and the individual from whom such information, approval or decision is sought have received from Contractor a written notice that includes the statements set forth Clauses (1) and (2) of Subparagraph 2.1.3.1, above, and that includes a statement, prominently displayed, that: "PURSUANT TO PARAGRAPH 2.1.3 OF THE GENERAL CONDITIONS, THE FAILURE TO PROVIDE THE REQUESTED INFORMATION, APPROVAL OR DECISION WITHIN 30 CALENDAR DAYS FROM THIS NOTICE MAY RESULT IN A REQUEST FOR A CONTRACT ADJUSTMENT".

- 2.1.4 **Approvals**. Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of County, Architect or any other Project Team member, or by tests, inspections or approvals required or performed by persons other than the Contractor.
 - 2.1.5 **Non-Specified Items.** County reserves the right to approve materials and sources of supply of materials that are not specified in the Contract Documents and that are used for the performance of the Work.

2.2 COUNTY'S RIGHT TO STOP THE WORK

If Contractor fails to correct Defective Work as required by <u>Section 13.2</u> of these General Conditions, fails to perform the Work in accordance with the Contract Documents or violates any Applicable Law, County may immediately order Contractor to stop the Work, or any portion thereof, until the cause for such direction has been eliminated by Contractor. Contractor shall immediately comply with such notice at Contractor's Own Expense. Nothing stated herein or elsewhere in the Contract Documents shall be interpreted as placing upon County a duty or responsibility to Contractor or any other party to exercise its right to stop the Work.

2.3 COUNTY'S RIGHT TO CARRY OUT THE WORK

If Contractor fails to carry out the Work in accordance with the Contract Documents, fails to provide sufficient labor, materials, equipment, tools and services to maintain the Construction Schedule, or otherwise fails to comply with any requirement of the Contract Documents, and fails to cure such failure in the manner required by Subparagraph 15.1.1.4, below, County may correct such failure. In such case, County shall be entitled to recover from Contractor or deduct from payments then or thereafter due Contractor for any Loss resulting from such failure, including compensation for the additional services and expenses of County, County Consultants and others whose services are reasonably required and made necessary thereby. If payments then or thereafter due Contractor are not sufficient to cover such amounts, Contractor shall promptly pay the amount of the shortfall to County.

2.4 ACCOUNTING, RECORDS AND AUDIT

- 2.4.1 **Accounting System.** Contractor shall exercise such controls as may be necessary for proper financial management of the Work. Such accounting and control systems shall comply with prevailing custom and practice for similar projects, be satisfactory to County and shall include preservation of the books and records described in Paragraph 2.4.2, below, subject to Contractor's obligations under Paragraph 1.3.6, above, for a period of ten (10) years after Final Completion of the Work, or for such longer period as may be required by Applicable Laws.
- 2.4.2 Books and Records. Contractor shall keep, and shall require provisions to be included in all contracts entered into by Subcontractors, of every Tier, requiring the Subcontractors, of every Tier, to keep, full and detailed books, records, information, materials and data, of every kind and character (hard copy, as well as computer readable data if it exists) that have any bearing on or pertain to any matters, rights, duties or obligations relating to the Project, Work or Construction Contract, including, without limitation, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, change orders, change order requests, estimates, field orders, construction change directives, schedules, requests for information, diaries, logs, reports, shop drawings, samples, exemplars, drawings, specifications, invoices, delivery tickets, receipts, vouchers, cancelled checks, memoranda, accounting records; job cost reports, job cost files (including complete documentation of negotiated settlements), backcharges, general ledgers; documentation of cash and trade discounts earned, insurance rebates and dividends, and other documents relating in any way to any claims, charges or time extensions asserted by Contractor or any of the Subcontractors, of any Tier, or relating to any credits, rebates or discounts owing to County.
- 2.4.3 Inspection and Copying. Contractor shall allow, and shall require provisions to be included in all contracts entered into by Subcontractors, of every Tier, allowing, County and the auditor for the State of California (and the authorized representative(s), auditors, attorneys and accountants of each) upon twenty-four (24) hours notice to Contractor, full access to inspect and copy all its aforestated books and records at a location within the Southern California area. Such right of audit may be exercised by either County or the auditory for the State of California as often as reasonably necessary to verify Contractor's continuing compliance with the Contract Documents.
- 2.4.4 Confidential Information. Nothing stated in this <u>Section 2.4</u> or elsewhere in the Contract Documents shall be interpreted as a waiver by Contractor or any Subcontractor of any rights of privilege or confidentiality that are

provided for by Applicable Law nor as authorizing the inspection of books and records that contain information concerning estimating means or methods that is not, in whole or part, relevant to a charge or demand being asserted by Contractor or a Subcontractor involving Extra Work, Deleted Work, Delay or a Claim.

- 2.4.5 **Withholding of Payment.** In addition to and without limitation upon County's other rights and remedies for breach, including any rights of County to withhold payment that are set forth elsewhere in the Contract Documents, County shall have the right, exercised in its sole discretion, to withhold from any payment due to Contractor under an Application for Payment a sum of up to ten percent (10%) of the total amount set forth in such Application for Payment until Contractor and the Subcontractors have complied with any outstanding and unsatisfied obligation under this Section 2.4. Upon compliance with this Section 2.4, any such monies withheld shall be released to Contractor.
- 2.4.6 **Specific Performance.** Contractor agrees that any failure to provide access to books and records as required by this <u>Section 2.4</u> will result in irreparable harm and prejudice to County and shall, without the necessity of posting of any bond or undertaking, be specifically enforceable by means of a mandatory injunctive order (temporary, preliminary, provisional or otherwise) issued by a court of competent jurisdiction, which order the County and Contractor hereby consent to being issued based upon affidavits and without the necessity of oral testimony.

2.5 COUNTY FURNISHED MATERIALS

- 2.5.1 **Supply by County.** County shall have the right to furnish materials, products or equipment directly for processing and incorporation by Contractor in lieu of Contractor providing materials, products or equipment specified in the Contract Documents to be provided by Contractor as part of the Work.
- 2.5.2 **Deleted Work.** If the materials, products or equipment provided by County pursuant to <u>Paragraph 2.5.1</u>, above, then a Change Order shall be executed deleting such materials, products or equipment from the Work along with a Contract Adjustment reducing the Contract Price in the manner provided for in <u>Article 7</u>, below, applicable to Contract Adjustments for Deleted Work.
- 2.5.3 **Delivery Deadlines.** Without limitation to Contractor's obligations under <u>Article 8</u>, below, upon receipt of written instruction by County of its intent to provide materials, products or equipment pursuant to this <u>Section 2.6</u>, Contractor shall notify County promptly in writing of any deadlines within which such materials, products or equipment must be received at the Site in order to avoid Delay.
- 2.5.4 **Delivery to Site.** Contractor shall, upon their delivery to the Site, properly receive and unload materials, products or equipment furnished by County pursuant to this <u>Section 2.5</u>.
- 2.5.5 **Care, Custody and Control**. Contractor assumes full and unconditional responsibility for care, custody and control of the materials, products or equipment that are furnished by County pursuant to this <u>Section 2.5</u>, whether or not they have been accepted by County, and assumes sole responsibility for any subsequent loss, injury or damage thereto occurring prior to Final Completion.
- 2.5.6 **Notice of Deficiencies.** Contractor shall carefully inspect any materials, products or equipment furnished by County pursuant to this <u>Section 2.5</u> and immediately notify County of any defect or deficiency in such materials, products or equipment or any nonconformity in such materials, products or equipment with the requirements of the Contract Documents or with the requirements of the other documentation provided to Contractor setting forth the conditions of County's purchase. Contractor shall not accept any materials, products or equipment furnished by County with respect to which Contractor has provided such notice of defect, deficiency or non-conformity unless and until instructed to do so in writing by County.
- 2.5.7 **Incorporation in Work.** Contractor shall, as part of the Work and without Contract Adjustment, provide any and all processing, fabrication, cutting, shaping, fitting, assembly and installation of materials, products or equipment furnished by County pursuant to this <u>Section 2.5</u> in full compliance with the requirements of the Contract Documents and the manufacturer's instructions and recommendations.

2.6 COUNTY INSTALLED ITEMS

Contractor shall notify County, a reasonable time in advance, of the Contractor's scheduled dates for installation of items that are specified in the Contract Documents to be placed on, attached to or incorporated into the Work by County or Separate Contractors. In the event that Contractor fails to do so or if due to Unexcused Delay the County is unable after such notice by Contractor to so place, affix or incorporate such items, then Contractor shall be responsible, in addition to any amounts due to County for liquidated damages, to reimburse County for costs of storage or rental of temporary replacement items until such time as the Work is in a condition suitable for such items to be placed, affixed or incorporated.

2.7 COUNTY'S ADDITIONAL RIGHTS

The rights stated in this <u>Article 2</u> are in addition to and not in limitation of any other rights of County granted elsewhere in the Contract Documents or under Applicable Laws.

ARTICLE 3 CONTRACTOR PERFORMANCE

3.1 CONTRACTOR STATUS

- 3.1.1 **Independent Contractor.** Contractor is, and shall at all times be deemed to be, an independent contractor and is wholly responsible for the performance of the obligations required of it by the terms of the Contract Documents.
- 3.1.2 Agents, Employees. Contractor wholly assumes responsibility for the acts and omissions of its agents and employees and the agents and employees of each Subcontractor, of every Tier, as they relate to the Work. Contractor, its agents and employees, shall not be entitled to any rights or privileges of County's employees and nothing contained in the Contract Documents and no course of conduct shall be construed as creating the relationship of employer and employee, or principal and agent, between County and any agent or employee of Contractor or any Subcontractor. County shall have the right, but not the obligation, to monitor the employment and other activities of Contractor and the Subcontractors to determine compliance with the terms of the Contract Documents.
- 3.1.3 **Licenses**. Contractor and the Subcontractors, of every Tier, shall maintain, such contracting, professional and business licenses as may be required by Applicable Laws for the duration of time that Contractor is performing the Work under the Contract Documents, including the period of any warranty provided covering all or any portion of the Work.
- 3.1.4 **Subcontractors.** Contractor is responsible to County for acts and omissions of the Subcontractors and their agents and employees and other persons performing portions of the Work under a contract with a Subcontractor, of any Tier.
- 3.1.5 **Design Services**. Contractor shall provide professional services if such services are expressly, or by reasonable implication, required by the Contract Documents for a portion of the Work or are required in order for Contractor to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Professional design services or certifications so required of Contractor shall be furnished by design professionals exercising the highest standard of care and utilizing designs and engineering that comply with all systems, materials or equipment, performance and design criteria set forth in the Contract Documents. Certification by a properly licensed design professional, including such professional's signature and seal, shall appear on all drawings, calculations, specifications, certifications and other documents prepared by such professional. Submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted. County, Architect and County Consultants shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

3.2 REVIEW OF DOCUMENTS, SITE AND EXISTING IMPROVEMENTS

- 3.2.1 Contractor's Duty of Review. Contractor's submission of its Bid and execution of the Construction Contract constitutes its representation, acknowledgement and agreement that it had sufficient time, access and opportunity prior to the Bid Closing Deadline to conduct a careful and thorough examination, to its satisfaction, of:
- .1 the Bidding Documents, Contract Documents, Reference Documents and other information provided by County to Contractor prior to the Bid Closing Deadline concerning the Project, Site or Existing Improvements;
- .2 the visible conditions at the Site and its surroundings, visible conditions of Existing Improvements and their existing uses by County or the public, routes of ingress and egress, and local conditions in the vicinity of the Site (including, without limitation, sources and availability of labor, materials and equipment);
 - .3 the status of any construction at the Site concurrently under construction; and
- .4 all information concerning visible and concealed conditions above and below the surface of the ground at the Site and in Existing Improvements (including, without limitation, surveys, reports, data, as-built drawings of Existing Improvements and utility sources, capacities and locations) that was either (1) provided by County to Contractor or other Bidders (including, but not limited to, the Bidding Documents and Reference Documents) or (2) reasonably available to Contractor for review in the public records of the County of Riverside or the City in which the Project is located.

3.2.2 Contract Adjustments.

- Differing Site Conditions. Except as otherwise provided in <u>Subparagraph 3.2.3</u>, below, the Contractor's right to a Contract Adjustment in the event Contractor encounters conditions at the Site or in Existing Improvements that vary from those indicated by the Contract Documents or other information that was either reviewed by Contractor or that Contractor was given the opportunity to review prior to the Bid Closing Deadline shall be governed exclusively by Paragraph 4.3.8, below, pertaining to Differing Site Conditions.
- .2 Design Discrepancies. Except as otherwise provided in <u>Subparagraph 3.2.3</u>, below, and subject to the Contractor's compliance with the other provisions of the Contract Documents governing the Contractor's right to a Contract Adjustment (including, without limitation, <u>Article 7</u> and <u>Article 8</u>, below), Contractor shall be entitled to a Contract Adjustment due to Design Discrepancies, subject to the following conditions and limitations:
- (1) Compensable Change. There shall be no Contract Adjustment to the Contract Price for Extra Work that the Contractor is required to perform as a result of a Design Discrepancy unless all of the following conditions have been met prior to Contractor or any Subcontractor performing any portion of the Work involving or affected by such Design Discrepancy:
- (a) the circumstances giving rise to such Extra Work conform to all of the requirements of Subparagraph 1.1.29.2 through Subparagraph 1.1.29.4, above, applicable to Compensable Changes;
- (b) Contractor has submitted to County and Architect a Request for Information in compliance with Paragraph 3.2.5, below, seeking clarification of such Design Discrepancy;
- (c) Contractor has submitted to County a timely and complete Notice of Change in accordance with Article 7, below, describing such Extra Work in detail;
- (d) Contractor has received a Construction Change Directive signed by County in accordance with Article 7, below, directing that Contractor perform the portion of the Work in question; and
- (e) unless otherwise provided in such Construction Change Directive, Contractor has submitted to County a Change Order Request in accordance with the requirements of Article 7, below, setting forth the particulars of its request for Contract Adjustment on account of such Extra Work.

- (2) Compensable Delay. There shall be no Contract Adjustment to the Contract Price or Contract Time for Delay as a result of a Design Discrepancy unless all of the following conditions have been met prior to Contractor or any Subcontractor performing any portion of the Work involving or affected by such Design Discrepancy:
- (a) if the Delay is the result, in whole or in part, of Extra Work, all of the requirements of Subparagraph 3.2.2.2 (1), (a) through (e), above, have been met;
- (b) the circumstances giving rise to such Delay conform to all of the requirements of <u>Subparagraph 1.1.30.2</u> and <u>Subparagraph 1.1.30.3</u>, above, applicable to Compensable Delay; and
- (c) Contractor has submitted to County a timely and complete Notice of Delay and a timely and complete Request for Extension in accordance with Article 8, below, setting forth the particulars of its request for Contract Adjustment on account of such Compensable Delay.
- of variances between (a) the Contract Documents or other documents or information described in Paragraph 3.2.1, above, that, prior to the Bid Closing Deadline was either reviewed by Contractor or was available to Contractor for review prior to the Bid Closing Deadline and (b) conditions at the Site or in Existing Improvements shall, notwithstanding the fact that the circumstances asserted by Contractor as a basis for such Contract Adjustment may involve, relate to or arise out of a Design Discrepancy, be governed by the provisions of the Contract Documents setting forth the Contractor's right to Contract Adjustments on the grounds of Differing Site Conditions.

3.2.3 WAIVER BY CONTRACTOR.

CONTRACTOR AGREES THAT IT SHALL NOT BE ENTITLED TO, AND HEREBY CONCLUSIVELY WAIVES, ANY RIGHT TO CONTRACT ADJUSTMENT, AS WELL AS THE RIGHT TO ANY OTHER OR FURTHER RECOURSE OR RIGHT OF RECOVERY FROM COUNTY, ON ACCOUNT OF LOSSES OR DELAYS THAT ARE A RESULT OF EITHER A DIFFERING SITE CONDITION OR A DESIGN DISCREPANCY, IF PRIOR TO THE BID CLOSING DEADLINE SUCH DIFFERING SITE CONDITION OR DESIGN DISCREPANCY WAS:

- (1) DISCOVERED BY CONTRACTOR AND CONTRACTOR, NOTWITHSTANDING SUCH DISCOVERY, FAILED TO REPORT SUCH DIFFERING SITE CONDITION OR DESIGN DISCREPANCY TO COUNTY IN WRITING PRIOR TO THE BID CLOSING DEADLINE;
- (2) ALTHOUGH NOT ACTUALLY DISCOVERED BY CONTRACTOR PRIOR TO THE BID CLOSING DEADLINE WAS REASONABLY DISCOVERABLE BY CONTRACTOR UNDER THE STANDARD OF PERFORMANCE SPECIFIED IN THE CONSTRUCTION CONTRACT, INCLUDING, WITHOUT LIMITATION, A DIFFERING SITE CONDITION OR DESIGN DISCREPANCY THAT WAS OVERLOOKED BY CONTRACTOR DUE TO A FAILURE BY CONTRACTOR TO FULLY FAMILIARIZE ITSELF PRIOR TO THE BID CLOSING DEADLINE WITH ANY OF THE DOCUMENTS, INFORMATION OR CONDITIONS REFERRED TO IN PARAGRAPH 3.2.1, ABOVE.
- 3.2.4 **Continuing Obligation**. In addition and without limitation to Contractor's obligations under <u>Paragraph 3.2.1</u>, above, or elsewhere in the Contract Documents, Contractor shall have the continuing obligation until Final Completion to promptly report to County, by means of submission by Contractor of a Request for Information that complies with the requirements of <u>Paragraph 3.2.5</u>, below, any and all of the following:
- .1 information contained in the Bidding Documents, Contract Documents, Reference Documents or other documentation that was either reviewed by Contractor or that Contractor was given the opportunity to review prior to the Bid Closing Deadline, as well as any visible conditions at the Site, in Existing Improvements or in the vicinity of the Project, that Contractor knows, or in the exercise by Contractor of its duties under the Standard of Performance should have known, may render a portion of the Work in any respect, wholly or partially, unsuitable or incomplete to meet the requirements of the Contract Documents, the Design Intent or Applicable Laws, and
- .2 conditions in the Work that constitute Defective Work or that cause or are likely to cause any other portion of the Work to be Defective Work.

Without limitation to County's other rights under the Contract Documents, any portion of the Work, Existing Improvements or the work of Separate Contractors or County's own forces requiring replacement, repair or correction due to a failure by Contractor or any Subcontractor, of any Tier, to comply with its continuing obligation under this Paragraph 3.2.4 shall be promptly replaced, repaired or corrected to County's satisfaction, at Contractor's Own Expense.

3.2.5 Requests for Information.

- .1 Time for Submittal. Requests for Information shall be submitted no later than three (3) Days after the date Contractor learns of the circumstances giving rise to the question contained in the Request for Information. Requests for Information shall be submitted by or through the Contractor and not directly by Subcontractors.
- .2 Content. Each Request for Information shall, in addition to the Contractor's specific question or request, include the following:
- (1) a detailed description of the circumstances giving rise to the Contractor's request or question, including, without limitation, any related Design Discrepancy;
- (2) Contractor's request for clarification, including, without limitation, any request for further detailing or correction of the Contract Documents; and
- (3) a statement of whether Contractor believes it is entitled to a Contract Adjustment by reason of the circumstances described.
- .3 Form. Contractor shall submit Requests for Information using forms provided or approved by County.
- .4 Unnecessary, Multiple Requests. Contractor shall carefully review, coordinate and consolidate (where appropriate to prevent piecemeal submission) Requests for Information (whether originating with Contractor or the Subcontractors) prior to submitting them in order to eliminate unnecessary or duplicative requests.
- .5 Responses. Responses to Requests for Information shall be furnished with reasonable promptness so as to not unreasonably Delay progress of the Work; provided, however, that the timing of a response by the Architect, County or a County Consultant to a Request for Information shall not constitute grounds for a Contract Adjustment unless Contractor has complied with the requirements set forth in this Paragraph 3.2.5 and, if applicable, Paragraph 2.1.3, above.
- .6 Back Charges by County. County shall have the right to deduct from payments due to Contractor sums expended by County for the services of the Architect, Inspectors of Record or County Consultants due to a failure by Contractor to comply with this Paragraph 3.2.5.

.7 WAIVER BY CONTRACTOR.

FAILURE BY CONTRACTOR TO SUBMIT A REQUEST FOR INFORMATION IN ACCORDANCE WITH AND UNDER CIRCUMSTANCES IN WHICH A REQUEST FOR INFORMATION WAS REQUIRED BY THIS <u>PARAGRAPH 3.2.5</u> SHALL RESULT IN CONTRACTOR WAIVING ITS RIGHT TO A CONTRACT ADJUSTMENT ON ACCOUNT OF ANY LOSS OR DELAY THAT COULD HAVE BEEN AVOIDED IF SUCH REQUEST FOR INFORMATION HAD BEEN PROPERLY PREPARED AND TIMELY SUBMITTED.

3.2.6 Correction of Work. Contractor shall, at Contractor's Own Expense, correct or replace in accordance with the direction of County any portion of the Work that is performed by Contractor or a Subcontractor knowing that it involves, or that Contractor or Subcontractor in the exercise of reasonable care and diligence should have known involves, a portion of the Contract Documents that contains an error, omission, conflict, ambiguity, lack of coordination or noncompliance with Applicable Laws, without first notifying and obtaining the written approval of County and Architect.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

- 3.3.1 **General Obligation**. Contractor shall provide competent, fully qualified personnel to supervise, administer, manage and direct the Work, competently and efficiently, at all times devoting their best skill and attention to perform the Work in accordance with the Contract Documents.
- 3.3.2 Supervisory Staff. Contractor shall employ a competent project manager, superintendent, scheduler, forepersons and necessary assistants during performance of the Work. Contractor's superintendent and forepersons shall be present at the Site at all times that the Work is in progress and at any time that any employee of Contractor or a Subcontractor is present at the Site. Contractor's project manager and superintendent shall, unless excused from attendance by the County, attend all job meetings. Contractor's project manager and superintendent must be able to fluently read and write in English. Contractor's superintendent shall not perform the Work of any trade, pick up materials, or perform any Work not directly related to the supervision of the Work and shall be available twenty-four (24) hours a Day, seven (7) Days a week, to respond to emergencies.
- 3.3.3 County Supplementary Personnel. Without limitation upon any of the rights or remedies of the County under the Contract Documents or under Applicable Laws, in the event that Contractor fails to have personnel on Site to supervise the Work, the County shall have the right, but not the obligation, upon twenty-four (24) hours' telephonic or email notice by the County to Contractor, to provide such supervision on a temporary basis and to deduct from the sums owing to Contractor the actual costs of such temporary supervision. Contractor shall, notwithstanding the County's providing such temporary supervision, remain solely responsible for all actions and omissions of its personnel and of the Subcontractors.
- 3.3.4 Means, Methods, Procedures. Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and coordinating all portions of the Work, unless the Contract Documents specify other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, Contractor shall nonetheless be fully and solely responsible for the adequacy and safe implementation of such means, methods, techniques, sequences or procedures. If Contractor believes that such specified means, methods, techniques, sequences or procedures may not be safe or adequate, Contractor shall give written notice to County and Architect and shall not proceed with that portion of the Work without further written instruction from County or Architect. In response to such notice, County may order Contractor to improve the character or increase the efficiency of the means, methods, techniques, sequences or procedures employed, and Contractor shall conform to such order; but the failure of County to order such improvement or increase of efficiency will neither relieve Contractor from its sole responsibility for safety at the Site nor relieve Contractor from its obligation to perform the Work in accordance with the Contract Documents and Applicable Laws.

3.4 LABOR, MATERIALS AND EQUIPMENT

- 3.4.1 **Costs of Work.** Contractor shall provide and pay for labor, materials, tools, equipment, machinery, water, heat, utilities, transportation, facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether incorporated or to be incorporated into the Work.
- 3.4.2 **Coordination.** Contractor shall provide supervision sufficient to ensure proper coordination for the timely and efficient performance and completion of the Work.
- 3.4.3 **Field Conditions.** Before commencing the Work or any activities on the Site, Contractor shall take field measurements and verify field conditions and carefully compare such field measurements and conditions with the information in the Contract Documents and other information obtained by or available to Contractor.
- 3.4.4 **Layout.** Contractor is solely responsible for (1) the accurate layout of all portions of the Work, (2) the accuracy of the Project lines and levels, (3) erection of the Work square, plumb, level, true to line and grade, in the exact plane, and to the correct elevation and (4) sloping of surfaces to drain as indicated by the Contract Documents, or, if not indicated, as needed to provide for adequate drainage.

3.4.5 Materials, Equipment

- 1. Delivery, Storage, Inventory. Materials and equipment shall be: (1) furnished in ample quantities and at such times as to ensure uninterrupted progress of the Work; and (2) if located on the Site, properly stored and protected as reasonable and necessary, or as directed by County, to prevent Loss from any foreseeable cause, including, without limitation, theft. In the event that County gives direction as to the location for storage or protection of materials or equipment on the Site, Contractor shall nonetheless remain solely responsible for its safe and secure storage and protection. No part of any such stored materials and equipment shall be removed from its place of storage except for immediate installation in the Work. Contractor shall keep an accurate inventory of all such stored materials and/or equipment in a manner satisfactory to County.
- **Purchases.** Contractor shall place orders for materials and/or equipment as specified so that delivery of same may be made without Delay to the Work. Contractor shall, upon request from County, furnish to County documentary evidence showing that orders have been placed. County reserves the right in the event Contractor fails, within three (3) Days after receipt of written notice by County to Contractor to comply with the requirements of this Subparagraph 3.4.5.2, to comply with the requirements of this Subparagraph 3.4.5.2, to deduct the costs paid or payable by County associated with such purchases from payments otherwise owing to Contractor. Contractor shall, if requested by County, accept assignment of any such contracts entered into by County without a Contract Adjustment.
- Title. No material, supplies or equipment for the Work shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by seller or supplier. Contractor warrants good title to all material, supplies and equipment installed or incorporated in the Work and agrees upon Final Completion to deliver the Work, including the premises, land, improvements and appurtenances on or to which the Work is placed, located or affixed, to County free from any claims, liens, or charges. Contractor further agrees that neither it nor any person, firm, or corporation furnishing any materials or labor for any of the Work shall have any right of lien upon the Site, or any Existing Improvement or appurtenance thereon, except that (1) nothing stated in this Subparagraph 3.4.5.3 shall be interpreted as a waiver by Contractor or any Subcontractor of its right under Applicable Laws to serve a stop payment notice for Work that is not paid for by County as required under the terms of the Contract Documents; and (2) Contractor may install metering devices or other equipment of utility companies or political subdivisions, title to which may be retained by such utility company or political subdivision, provided that in the event of installation of any such metering device or utility equipment, Contractor shall advise County as to the owner, and the precise location, thereof.
- 4 Substitutions. No substitution of materials, equipment, articles, processes or other items of the Work required under the Contract Documents will be made without written approval of County, which approval may be granted or denied in the sole and absolute discretion of County. With respect to any such substitution made or requested by Contractor, neither the occurrence of a substitution made or requested by Contractor nor the approval or disapproval by County of a substitution that is made in accordance with this <u>Subparagraph 3.4.5.4</u> shall give rise to any right of Contractor to a Contract Adjustment. Contractor shall, notwithstanding County's or Architect's approval, remain solely responsible for the sufficiency and suitability of all substitutions requested by Contractor and approved, or otherwise made, by Contractor.
- .5 Parts List. Contractor will provide a printed parts list for all items which might be subject to replacement and for which parts lists are either expressly required by the Contract Documents or customarily provided according to usual commercial practices.
- .6 Manuals. As part of its obligation for submission of Record Documents, four (4) hard copies and one (1) electronic version of operations and maintenance manuals shall be prepared and transmitted by Contractor to County prior to and as a condition of Final Completion. Final Payment will not be due until County has received all such manuals and all other manuals covering the Work that are either required to be provided by the terms of the Contract Documents or if not required are customarily provided according to usual commercial practices applicable to the portion of Work involved. Operating instructions will be included within the equipment manuals and will state all information necessary for County to operate, use, maintain and service the equipment fully and efficiently.
- .7 Start Up. Contractor will be responsible for start-up of all systems and equipment purchased as part of the Work and has included sufficient amounts in its Bid to cover contingencies arising out of the start-up of such systems and equipment. Contractor will comply fully with each manufacturer's specifications and instructions. Systems and equipment specified to be furnished with manufacturer's supervision of start-up will be placed in operation only under such supervision.

3.5 CONTRACTOR'S WARRANTY

- 3.5.1 General Warranty. In addition to other warranties and guarantees required by the Contract Documents, Contractor shall, and hereby does, warrant and guarantee that: (1) the Work will conform to the requirements of Contract Documents, including, without limitation, any performance standards that are part thereof; (2) all Work for which there is not a specific requirement, criteria, specification or standard set forth in the Contract Documents will conform to the Standard of Performance; (3) all labor, equipment, materials and other items of Work will be when installed new and free of liens, claims and security interests; (4) without limitation to the other requirements of this warranty, all labor, installation and workmanship will be performed in a good and workmanlike manner; and (5) all labor, materials, equipment, services and work shall be free of defects for a period of one (1) year after Final Completion. If required by County, Contractor shall furnish satisfactory evidence as to the kind and quality of services, labor, installation, materials and equipment used. Manufactured items installed in the Work, unless otherwise specifically stated in the Contract Documents, are to be installed in strict accordance with manufacturer's current printed instructions.
- 3.5.2 Repair, Replacement. Without limitation upon the County's other rights or remedies under the Contract Documents or Applicable Laws, any and all Work that, for reasons other than (1) ordinary wear and tear or (2) abuse or neglect by persons or entities other than the Contractor or the Subcontractors, is not in conformance with the warranties or guarantees required by the Contract Documents or Applicable Laws shall be repaired or replaced, together with the repair or replacement of any other Work, Existing Improvements or the work of the Separate Contractors, the County's own forces or others, which may be removed, displaced or damaged in so doing. The Contractor shall notify the County in writing upon completion of such repair or replacement. In the event of failure by the Contractor to commence and pursue with diligence said replacement or repair within ten (10) Days after being notified by the County, the County is hereby authorized to proceed with such replacement and repair as the County deems necessary and expedient and to charge such costs to Contractor at Contractor's Own Expense.
- 3.5.3 **Not a Limitation.** The warranties stated in this <u>Section 3.5</u> are in addition to any other warranties or guarantees that are required under any other provision of the Contract Documents or Applicable Laws. Nothing stated in this <u>Section 3.5</u> shall be interpreted as a limitation upon the County's rights under any warranties or guarantees provided for under any other provision of the Contract Documents or under Applicable Laws that afford the County greater rights than the rights afforded to County under this <u>Section 3.5</u>.
- 3.5.4 **Assignment.** Contractor does hereby unconditionally and irrevocably assign to County all warranties and guarantees issued or made by any Subcontractor, of any Tier (including, without limitation, any manufacturer, supplier and distributor) in connection with the Work. Such assignment shall not relieve Contractor of, or otherwise limit, any of its obligations contained in the Contract Documents, including, without limitation, the general responsibility and liability of Contractor for a breach by a Subcontractor (including, without limitation, any manufacturer, supplier and distributor, of any Tier) of a warranty or guarantee given by such Subcontractor in connection with the Work.
- 3.5.5 Close-Out. Unless sooner requested by County, Contractor shall furnish to County, as part of the Close-Out Documents and as a condition to Final Payment, all written guarantees or warranties that are required by the terms of the Contract Documents. All such guarantees and warranties shall be: (1) in writing; (2) indexed and bound; (3) accompanied by such certifications and instruction materials as may be required by the Contract Documents; and (4) issued to County or assignable by their terms, and in fact assigned, to County.

3.6 TAXES

3.6.1 Payment by Contractor. Contractor shall pay, at Contractor's Own Expense, all local, state and federal taxes, including, without limitation, all sales, consumer, business license, use and similar taxes on materials, labor or other items furnished for the Work or portions thereof provided by Contractor or the Subcontractors, of all Tier, all taxes arising out of its operations under the Contract Documents and all benefits, insurance, taxes and contributions for social security and unemployment insurance which are measured by wages, salaries or other remuneration paid to Contractor's employees. If under federal excise tax law any transaction hereunder constitutes a sale on which a federal excise tax is imposed, and the sale is exempt from such excise tax because it is a sale to a state or local government, then County, upon request, will execute documents necessary to show: (1) that County is a political subdivision of the State for the purposes of such exemption; and (2) that the sale is for the exclusive use of County. No excise tax for

such materials shall be included in any price (including, without limitation, the Bid) submitted by Contractor for the Work or for Changes in the Work.

- 3.6.2 Tax Exempt Projects. If applicable to the Project, Contractor shall comply with Applicable Laws concerning tax-exempt construction projects.
- 3.6.3 **Records of Taxes.** Contractor and the Subcontractors shall keep sufficient records to verify the amount of sales and use taxes paid. Copies shall be submitted with each monthly Application for Payment. Failure to keep or submit such records, resulting in the inability of County to claim a refund for taxes for such materials, shall render Contractor liable to County for the amount of such tax refund.

3.7 PERMITS, FEES AND LEGAL NOTICES

- 3.7.1 **Permits.** Contractor shall obtain and pay for all permits and approvals that are not stated in the Contract Documents to be the responsibility of the County. Such permits and approvals that are the responsibility of the Contractor may include local building or land use permits, California Department of Fish and Game Streambed Alteration Agreements (Section 1600 et seq.), California Department of Fish and Game collection permits, U.S. Army Corps of Engineers 404 fill and dredge authorization, Clean Water Act Section 401 authorization (managed by the local California Regional Water Quality Control Boards) land owner agreements, or other regulatory permits or approvals required for the implementation of the Project. All permits, licenses and certificates obtained by Contractor shall be delivered to County prior and as a condition to Final Completion and Contractor's right to Final Payment.
- 3.7.2 **Applicable Laws, Notices.** Contractor shall comply with, and give notices required by, Applicable Laws bearing on performance of the Work.
- 3.7.3 **Bonds, Undertakings.** Contractor shall, without Contract Adjustment, procure and obtain all bonds required of the County or the Contractor by the municipality in which the Project is located or by any other public or private body with jurisdiction over the Project. In connection with such bonds, the Contractor shall prepare all applications, supply all necessary back-up material and furnish the surety with any required personal undertakings. The Contractor shall also obtain and pay, without Contract Adjustment, all charges for all approvals for street closings, parking meter removal and other similar matters as may be necessary or appropriate from time to time for the performance of the Work.
- 3.7.4 **Notice of Violations.** Contractor shall immediately notify County in writing of any instruction received from County, or any other Project Team member that, if implemented, would cause a violation of any Applicable Law.
- 3.7.5 **Governmental Authority Approvals.** Where the Contract Documents state, or Applicable Laws require, that materials, processes or procedures must be approved by a Governmental Authority, Contractor shall be responsible for satisfying the requirements and obtaining the approval of such Governmental Authority.

3.8 CONTRACTOR'S PERSONNEL

- 3.8.1 **Key Persons**. Contractor's employees acting as project manager, scheduler and superintendent constitute Key Persons. Individuals acting as Key Persons who are not already identified in Contractor's Post-Award Submittals shall be identified in writing to County prior to commencement of the Work.
- 3.8.2 **Background Check.** Contractor shall perform, prior to commencing Work on the Site, a thorough background check of each of the Key Persons and shall not, without prior written approval of County, employ any person to act as a Key Person if such background check, or other information known to Contractor, discloses a felony conviction or other matter which casts any reasonable doubt on the competency, reliability or honesty of such person.
- 3.8.3 **Project Manager.** The Key Person acting as project manager shall be deemed to have full authority to contractually bind Contractor, including, without limitation, the authority to bind Contractor to the terms of Contract Adjustments.

- 3.8.4 **Transfer**. Contractor's Key Personnel are deemed of essence to the Construction Contract. No Key Person shall, for so long as he/she is employed by Contractor, be transferred to any other project nor any of his/her responsibilities reassigned at any time during performance of the Work without the prior written approval of County, which approval may be granted or withheld in County's sole and absolute discretion.
- 3.8.5 **Removal.** County shall have the right, at any time, to direct the removal and replacement of any Key Person if his/her performance is determined by County, in its sole and absolute discretion, to be unsatisfactory.
- 3.8.6 **Replacement**. Any individual proposed by Contractor as a replacement for a Key Person must be approved in advance by County, such approval not to be unreasonably withheld, after submission by Contractor to County of complete information concerning such individual's experience and qualifications.
- 3.8.7 **Communications**. Important communications by Key Persons shall be confirmed in writing by Contractor. Other communications by Key Persons shall be confirmed on written request in each case.
- 3.8.8 **Contact Information.** Contractor shall provide to County, prior to the start of the Work, telephone numbers where Key Persons can be reached 24-hours a day, 7 Days a week.
- 3.8.9 **Signatures.** Prior to commencing the Work, Contractor shall submit to County a facsimile of the signatures of the Key Person acting as project manager, as well as any other representatives of Contractor with authority to sign on behalf of and contractually bind Contractor.
- 3.8.10 Exclusion from Site. Contractor shall at all times maintain good discipline and order at the Site among its employees and the employees of the Subcontractors. Any person in the employ of Contractor or any of the Subcontractors, of any Tier, whom County deems, in its sole and absolute discretion, incompetent, unfit, intemperate, troublesome or otherwise undesirable shall be excluded from the Site and shall not again be employed on the Site except with written approval of County.

3.9 CONTRACTOR'S CONSTRUCTION SCHEDULE

- 3.9.1 **Preparation.** Within twenty-one (21) Days after issuance by County of the Notice of Intent to Award, the Contractor shall prepare and submit a Construction Schedule for the Work, both in hard copy and electronically, for the County's approval. The Construction Schedule shall in all respects conform to and be consistent with the time requirements for the Project set forth in the Construction Contract.
- 3.9.2 Format. The Construction Schedule shall be in the form of a critical path progress schedule that shows, in graphic form, a plan for performance of the Work within the Contract Time. It shall be prepared, using Primavera P3, as a time-scaled bar chart showing: (1) continuous flow from left to right and activities and milestones that are critical to Substantial Completion and Final Completion of the Work; (2) identification of "float"; and (3) a clearly highlighted critical path. Durations and specific calendar days shall be clearly and legibly shown for the early and late start and finish of each activity. With the exception of County Review Periods and Governmental Authority Review Periods, any activity with more than fifteen (15) Days in duration will be segmented into fifteen (15) Day increments. No more than ten percent (10%) of the activities shall be shown as critical. Techniques or methods designed to suppress depiction of available float are strictly prohibited.
- 3.9.3 **Detail.** Activities shown in the Construction Schedule shall be in sufficient detail to demonstrate a practical plan to complete the design, engineering, fabrication and construction within the Contract Time and shall, at a minimum, include the following:
 - .1 the start and finish date of each activity;
 - .2 the anticipated percent of completion at the end of each month:
- .3 the weighted labor value expressed as a percentage of the total labor cost of the Work for each activity;

- .4 the final manpower curves by trade;
- .5 the anticipated purchase and delivery of major materials and equipment;
- .6 the County's occupancy requirements;
- .7 receipt and incorporation of materials, products or equipment to be furnished by County (if any);
- .8 County Review Periods and County Review Dates that are acceptable to and approved by

County;

- .9 Governmental Authority Review Periods; and
- .10 the activities identified as being on the critical path to Substantial Completion and Final Completion of the Work.
- 3.9.4 **Updates**. Throughout the performance of the Work, weekly updates shall be delivered, in hard copy and, if required by County, in an electronic form satisfactory to County. In addition, Contractor shall regularly prepare and submit to County short term, three (3) week "look-ahead" schedules generated from the Construction Schedule approved by County. Except to the extent permitted by Contract Adjustment to the Contract Time approved by County in a duly executed Change Order or Unilateral Change Order, in no event shall the Contractor's updates or "look ahead" schedules alter the dates for Substantial Completion or Final Completion set forth in the Construction Schedule approved by County.
- 3.9.5 **Governing Schedule.** The governing schedule for the Work shall be the updated Construction Schedule approved by the County. Unless otherwise directed in a writing signed by County, no other schedule shall be used or relied upon by the Contractor or its Subcontractors in planning or performing the Work or in connection with any request for a Contract Adjustment to the Contract Time.
- 3.9.6 **Submittal Schedule.** Within twenty-one (21) Days after the receipt by the Contractor of the Notice of Intent to Award, the Contractor shall prepare and submit, in accordance with the Contract Documents, a Submittal Schedule for the County's approval. The Submittal Schedule shall be coordinated with the Construction Schedule and allow time for review of the Submittals as may be required by the Contract Documents, or if none is required, a reasonable time for such review. Contractor shall keep the Submittal Schedule current and updated in the same manner as required for updating of the Construction Schedule.
- 3.9.7 **Schedule Responsibility.** Contractor is and shall remain solely responsible, notwithstanding the County's review or approval thereof, for the accuracy, suitability and feasibility of all schedules it prepares for the Project, including, without limitation, the Construction Schedule, Submittal Schedule, "look ahead" schedules, recovery schedules and any updates thereof.
- 3.9.8 **Condition of Payment.** Compliance by Contractor with the requirements of this <u>Section 3.9</u> and the other provisions of the Contract Documents pertaining to preparing, submitting, revising and updating the Construction Schedule and Submittal Schedule is a condition to County's obligation to make payment to Contractor. Recognizing that scheduling is a continuing, cumulative and recurring obligation, failure by County or to assert a right to withhold payment under this <u>Paragraph 3.9.8</u> due to a noncompliance by Contractor with its schedule obligations shall not waive or diminish the County's right to withhold or disapprove of future payments on account of such prior, or any other past or future, noncompliance of the same or similar nature.
- 3.9.9 **Scheduling by County**. Without limitation to County's other rights under the Contract Documents, if Contractor fails after written notice by County to perform any part of its obligations relating to scheduling, County shall have the right, but not the obligation, to retain one or more schedule consultants to perform, in whole or in part, the Contractor's obligations or supplement the scheduling services provided by Contractor and to reimburse County for the costs of such consultant services by withholding such costs from payments to Contractor.

3.10 DOCUMENTS AT SITE, REPORTING, MEETINGS

3.10.1 Documents at Site

- .1 Contract Documents, Submittals. Contractor shall at all times while performing Work at the Site maintain, in good order, at the Site: (1) one legible set of the permitted Contract Documents; (2) one legible copy of the current version of the other Contract Documents; (3) one legible and current version of approved Shop Drawings, Product Data, Samples and other Submittals; (4) one approved Storm Water Pollution Prevention Plan (SWPPP); and (5) one copy of all reports prepared pursuant to the Mitigation, Monitoring, and Reporting Program (MMRP) requirements of the California Environmental Quality Act.
- Record Documents. Contractor shall maintain Record Drawings and Specifications in a satisfactory record condition by posting, on a weekly basis (or, in the case of building or site mechanical, electrical, plumbing or fire sprinkler systems, as soon thereafter as is reasonable and practical), thoroughly and neatly, on the Drawings and Specifications all Changes to the Work and the location of the Work, including, without limitation, the location of portions of the Work shown diagrammatically, as occurs in the actual construction of the Work. The Record Drawings and Specifications and other Record Documents shall be prepared or converted, if requested by County, to electronic form (such as, AutoCAD, Adobe Acrobat or other software satisfactory to County). All Record Drawings and Specifications and other Record Documents shall be deemed the sole property of County and, at the earlier of Final Completion or termination of the Construction Contract, shall be turned over to County. At the time they are so turned over to County, they shall be manually signed by Contractor's superintendent certifying that, to the best of his/her knowledge, they are true and accurate and that the indications thereon represent the actual condition of the Work.
- .3 Availability for Review. Copies or originals of all documents required to be maintained by Contractor at the Site or required to be submitted to County or the Architect shall be available at all times at the Site while Work is being performed for review by County, Inspector of Record, Architect and Governmental Authorities.
- .4 Condition of Payment. Compliance by Contractor with the requirements of this <u>Paragraph</u> 3.10.1 shall be deemed a condition to Contractor's right to payment upon its Applications for Payment.

3.10.2 Daily Reports.

- .1 Delivery. At the end of each Day that Contractor performs the Work on the Site, Contractor shall submit a daily report to County (on the form provided or approved by County) together with applicable delivery tickets for all labor, materials and equipment furnished that Day. If requested by County, daily reports shall be delivered electronically.
 - .2 Content. Daily Reports shall include the following information:
- (1) Labor The names of the workers, and for each such worker his/her classification and hours worked.
- (2) Material A list of the different materials used and for each different material the quantity used.
- (3) Equipment The type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable.
- (4) Inspection and Testing Activities A list of inspections performed by name of inspector and testing company and the type of inspection, items of the Work involved and a description of the outcome of such inspection or test.
- (5) Visitors, Guests, Dignitaries A list of visitors and guests by name, title, company and purpose of visit.

- (6) Areas of the Work A statement of the areas of the Site on which the Work was performed and a detailed description of the stage, status and progress of the Work in each such area at the beginning and end of the Day.
- (7) Accidents, Delays, Defective Work A description in detail of any injuries to the workers, accidents or delays that occurred or Defective Work that was encountered.
- (8) Other Services and Expenditures A description of other services and expenditures in such detail as County may require.
- .3 Payment. Timely and complete submission of daily reports by Contractor shall be a condition to Contractor's right to payment under the Construction Contract.
- 3.10.3 **Progress Meetings**. Contractor shall attend all progress meetings at the Site, at which meetings progress of the Work shall be reported in detail with reference to the then-current updated Construction Schedule approved by the County. Progress meetings shall be held weekly, or at such other time or frequency as County, in its sole and absolute discretion, deems necessary. A representative of each Subcontractor then actively performing Work, or immediately scheduled to become active, shall have a competent and knowledgeable representative present at such progress meeting to report on the condition of the Work of such Subcontractor and to receive relevant information. Meeting notes shall be taken by the County or Architect and distributed to all meeting attendees and all other affected parties.
- 3.10.4 **Notice Requirements**. Under no circumstances shall information contained in Contractor's daily job reports, monthly reports or job meeting minutes relieve Contractor of its obligations to comply with, serve as a substitute for, nor constitute a waiver by County of its right to insist upon, Contractor's compliance with the provisions of the Contract Documents relative to timely and complete notice to County of Changes, Delays, Claims or other matters for which written notice is required by the Contract Documents.
- 3.10.5 Availability for Review. Copies or originals of all Record Documents, daily reports, job meeting minutes and other documents required to be maintained or actually maintained by Contractor at the Site or required to be submitted to County or Architect shall be available at the Site for review by County, Architect, Inspectors of Record, County Consultants and Governmental Authorities.

3.11 SUBMITTALS

- 3.11.1 **Not Contract Documents.** Shop Drawings, Product Data, Samples and other Submittals are not Contract Documents. Their purpose is to demonstrate for those portions of the Work for which Submittals are required the way Contractor proposes to conform the Work to the designs and other information in the Contract Documents.
- 3.11.2 **Coordination with Others**. Contractor shall cooperate in the coordination of Contractor's Shop Drawings, Product Data, Samples and other Submittals with related documents submitted by the Separate Contractors.

3.11.3 Submission by Contractor.

- .1 **Submission.** All Shop Drawings, Product Data, Samples and other Submittals required by the Contract Documents shall be submitted to Architect for its review and approval, with a copy to County and to such of County's Consultants or Separate Contractors as County may direct in writing. Informational submittals (i.e., Submittals upon which no responsive action is expected) shall be limited to those Submittals so identified in the Contract Documents. Submittals made by Contractor which are not required by the Contract Documents may be returned without action.
- .2 Contractor Approval. The Contractor shall review, stamp "approved" and submit Contractor's Shop Drawings, Product Data, Samples and other Submittals to the Architect, in accordance with the latest Submittal Schedule approved by the County. The Contractor's approval and submission of Submittals constitutes a representation that the Contractor has determined or verified materials and field measurements and conditions related thereto, and that it has checked and coordinated the information contained within such Submittals with the requirements of the Contract Documents and with the Submittals for related Work. Submittals without evidence thereon of the

Contractor's approval shall be returned, without further consideration, for resubmission in accordance with these requirements.

- .3 Transmittal. All Submittals shall be accompanied by an accurately completed transmittal in the form required by County. With respect to Submittals of documents, the transmittal shall give a list of the numbers of the sheets submitted. All sheets shall be marked with the name of the Project and the name of Contractor shall be numbered consecutively and referenced to the sheets or paragraphs of the Drawings and Specifications affected. A separate transmittal form shall be used for each specific item or class of material or equipment for which a Submittal is required. Transmission of Submittals of various items using a single transmittal form will be permitted only when the items taken together constitute a manufacturer's "package" or are so functionally related that expediency dictates review of the group or package as a whole. Any Submittal not accompanied by such transmittal form, or where all applicable items on the form are not completed, may be returned for re-submittal without review.
- .4 Timing. Submittals shall be provided within the time frame specified in the Contract Documents, in accordance with the Construction Schedule and Submittal Schedule and at a time sufficiently early to allow review of the same by the Architect without causing Delay to construction progress. Contractor will be responsible to pay, at Contractor's Own Expense, additional services fees and costs incurred by County to the Architect, Inspectors of Record and County Consultants in order to expedite review of Submittals which are not submitted in a timely fashion.
- .5 Content. Submittals shall consist of the appropriate combination of catalog sheets, material lists, manufacturer's brochures, technical bulletins, specifications, diagrams and product samples, necessary to describe a system, product or item. Submittals shall show in detail the size, sections and dimensions of all members, the arrangement and construction of all connections, joints and other pertinent details, and all holes, straps and other fittings for attaching the Work. When required by the Architect or the Contract Documents, engineering computations shall be submitted
- .6 Professional Certifications. When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, Architect shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.
- .7 Multiple Submittals. Except where the preparation of a Submittal is dependent upon the approval of a prior Submittal, all Submittals pertaining to the same class or portion of the Work shall be submitted simultaneously.
- .8 Notation of Revisions. Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or other Submittals, to revisions other than those requested and approved by Architect on previous Submittals.
- .9 Duplicates. Contractor shall be responsible for delivering duplicates of Submittals to all other persons whose work or services are dependent thereon.
- 3.11.4 Review of Submittals. Review of Submittals by Architect, County or County Consultants is subject to the limitations of Paragraph 4.2.6, below. Contractor shall, notwithstanding any review or approval thereof by County, Architect or a County Consultant, be solely responsible for the content of all Submittals. Without limitation to the foregoing, deviations in Submittals from requirements of the Contract Documents shall remain the sole responsibility of Contractor unless Contractor has specifically informed Architect in writing of such deviation at the time of submission of the Submittal and Architect has given specific written approval thereof.
- 3.11.5 Contract Adjustments. Subject to Contractor's rights and obligations under Article 7, below, revisions indicated on Shop Drawings, Product Data, Samples or other Submittals shall not be considered as a basis for Contract Adjustments.
- 3.11.6 Compliance with Contract. Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples or other Submittals until the respective Submittal has been returned by the Architect with an indication that it has been reviewed and that the Work addressed by the Submittal may proceed. Such Work shall be in accordance with such Submittals, unless such Submittal indicates that there are corrections to

be made. If corrections are indicated to be made then the Work shall be in accordance with the re-submitted and corrected Submittal that is reviewed and returned to the Contractor by the Architect.

3.12 USE OF SITE

- 3.12.1 **Staging Area.** Contractor will be assigned staging space on or adjacent to the Site, and all field offices, materials and equipment shall be kept within this area. Unless otherwise required by the Contract Documents, Contractor shall be responsible for restoring such areas and surrounding areas to the condition they were in prior to Contractor's commencement of the Work.
- 3.12.2 Existing Improvements. During the installation of the Work, Contractor shall ensure that Existing Improvements are adequately protected. Upon Final Completion of the Work, all Existing Improvements not required by the Contract Documents to be demolished as part of the Work that have been damaged by the actions or inactions of Contractor or its Subcontractors shall be restored to the condition they were in prior to Contractor's commencement of the Work.
- 3.12.3 **Operations at Site.** Contractor shall confine its activity, access and parking at the Site to areas permitted by Applicable Laws and County and shall not unreasonably encumber the Site with materials or equipment. Contractor acknowledges that it is experienced in performing construction within limited and confined areas and spaces such as those that are anticipated to exist on this Project and agrees to assume responsibility, without a Contract Adjustment, to take all special measures (including, without limitation, those related to protection, storage, staging and deliveries) as may be necessary to adapt its performance to the constraints of the Site.
- 3.12.4 **Coordination**. Contractor shall coordinate Contractor's operations with, and secure the approval of, County before using any portion of the Site.
- 3.12.5 **Unauthorized Use.** Personnel of Contractor and the Subcontractors shall not occupy, live upon or otherwise make use of the Site during any time that the Work is not being performed at the Site, except as otherwise approved by County.
- 3.12.6 **Site Security.** Contractor is responsible for the security of the Site and all of the Work, as well as the work of the Separate Contractors or County's own forces that occurs on the Site. Fences, barricades and other perimeter security shall be maintained in good condition and secured with locking devices. Damage to fences, barricades or other perimeter security, regardless of the cause, shall be repaired immediately at Contractor's Own Expense. Graffiti and unauthorized postings shall be removed or painted over so as to maintain a clean and neat appearance. Mobile equipment and operable machinery shall be kept locked or otherwise made inoperable whenever left unattended.
- 3.12.7 **Persons on Site.** Contractor shall not allow any person, other than the workers on the Project, authorized representatives of a union, or other individuals authorized by County, to come upon any portion of the Site where the Work is being performed. Only authorized personnel will be permitted on the Site. Contractor shall at all times maintain good discipline and order among its employees and the employees of the Subcontractors. Any person in the employ of Contractor or of any Subcontractors whom County may deem, in its sole and absolute discretion, incompetent, unfit, intemperate, troublesome or otherwise undesirable shall be excluded from the Site and shall not again be employed on the Site except with written approval of County and all Losses to Contractor or County associated therewith shall be borne by Contractor at Contractor's Own Expense.
- 3.12.8 **County Uses and Activities**. Contractor shall, prior to performing the Work at an operating or occupied County facility, become informed and take into specific account the uses by County and others of the Site and Existing Improvements, including, without limitation, business operations, public uses, employee uses, visitor uses, planned functions and ceremonies, and coordinate its planning, staging, scheduling, barricading and other performance of the Work so as to cause the minimum amount of interference or disturbance, whether before or after operating hours.
- 3.12.9 **Dust, Furnes, Noise.** Contractor shall take preventive measures to minimize, and eliminate wherever reasonably possible, generation of dust, furnes and noise.

- 3.12.10 Confinement of Operations. Contractor shall confine apparatus, the storage of materials and the operations of the workers to limits indicated by Contract Documents or as otherwise directed by County in writing.
- 3.12.11 **Prohibited Substances**. Contractor shall not permit (1) the possession or use of alcohol or controlled substances on the Site or (2) smoking in other than designated smoking areas approved by County.
- 3.12.12 **Survey Markers.** Contractor shall not disturb or cover any survey markers, monuments or other devices marking property boundaries or corners. If such markers are covered they shall be uncovered and if disturbed they shall be replaced by Contractor by means of the services of a licensed land surveyor. The costs of such uncovering and replacement shall be at Contractor's Own Expense.
- 3.12.13 **Drainage**, **Erosion**. Contractor is responsible for and shall make corrections to changes in patterns of surface water drainage resulting from, and related erosion control made necessary by, the performance of the Work.
- 3.12.14 Trenches. As required by California Labor Code §6705, if the Contract Price exceeds Twenty-Five Thousand Dollars (\$25,000) and involves the excavation of any trench or trenches five (5) feet or more in depth, Contractor shall, in advance of commencing excavation, submit to County a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the Shoring Systems Standards established by the Construction Safety Orders of the California Division of Industrial Safety, the plan shall be prepared by a registered civil or structural engineer, employed by Contractor at Contractor's Own Expense. Nothing in this Paragraph 3.12.14 shall be deemed to allow the use of a system less effective than that required by such Construction Safety Orders. No excavation of such trench or trenches shall be commenced until such plan has been approved by County and Architect. Nothing in this Paragraph 3.12.14 shall be construed to impose any liability, including, without limitation, any tort liability, upon the County or upon any of its officers, agents, representatives or employees.

3.13 CUTTING AND PATCHING

Contractor shall be responsible for all cutting, fitting or patching required to complete the Work and to make its parts fit together properly both among themselves and with any Existing Improvements and the work of the Separate Contractors and of County's own forces. In all cases, cutting shall be performed under the supervision of competent mechanics skilled in the applicable trade and openings shall be cut as small as possible to prevent unnecessary damage. Contractor shall not damage or endanger a portion of the Work, Existing Improvements or fully or partially completed construction of County's own forces or of the Separate Contractors by cutting, patching, excavating or otherwise altering such construction. Contractor shall not cut or otherwise alter such Existing Improvements or construction by Separate Contractors or by County's own forces except with the written consent of such Separate Contractors or County, which consent shall not be unreasonably withheld, delayed or conditioned. When asked, Contractor shall not unreasonably withhold from the Separate Contractors or County the Contractor's consent to Separate Contractors' or County's own forces' cutting or other alteration of the Work as required to complete the work of the Separate Contractors or County's own forces' cutting or other alteration of the Work as required to complete the work of the Separate Contractors or County's own forces.

3.14 UTILITIES AND SANITARY FACILITIES

3.14.1 Contractor Responsibility. Except as otherwise required by California Government Code §4215, Contractor shall contact all relevant utility providers and arrange for obtaining all available information, concerning location of subsurface utility lines. Prior to commencement of any digging, Contractor shall make its own investigation, including exploratory excavations, to determine the locations and type of Work which could result in damage to such utilities. In accordance with California Government Code §§4216 et seq., except in an emergency, Contractor shall contact the appropriate regional notification center at least two (2) the working days, but not more than fourteen (14) Days, prior to commencing any excavation, if the excavation will be conducted in an area which is known, or reasonably should be known, to contain sub-service installations, and shall obtain an inquiry identification number from the regional notification center. Contractor shall not assume, unless actual observed surface conditions at the Site indicate otherwise, that utilities are located in the same location as indicated on the as-built records or other information obtained by Contractor. Contractor shall conduct potholing in advance of digging in any areas where there are not apparent surface conditions at the Site indicating the actual location of underground utilities and be at all times vigilant in watching for any conditions encountered, above or below the surface of the ground, that might indicate that underground utilities are at locations other than those indicated by the as-built records or other information obtained by Contractor.

Contractor shall perform its digging operations in a slow and meticulous manner so as to avoid wherever reasonably possible damaging existing underground utilities. Contractor shall, at Contractor's Own Expense, make good any Loss to County or others as a result of Contractor's failure to perform any of its obligations under this Paragraph 3.14.1. Nothing stated in this Paragraph 3.14.1 shall be interpreted as requiring Contractor to do subsurface exploration or potholing for the purpose of locating subsurface utilities at the Site prior to the Bid Closing Deadline or as precluding the Contractor from receiving a Contract Adjustment for unknown subsurface utilities constituting Differing Site Conditions that are encountered in the course of performing the Site investigation or potholing required by this Paragraph 3.14.1.

- 3.14.2 County Responsibility. If and to the extent required by California Government Code §4215, County assumes the responsibility for removal, relocation, and protection of those existing main or trunkline utility facilities located at the Site at the time of commencement of the Work that are not identified in the Contract Documents. Provided that Contractor has exercised the Standard of Care in performing the Work in accordance with the Contract Documents, Contractor shall be entitled to a Contract Adjustment for, relocating, repairing or removing any utility facilities not indicated in the Contract Documents with reasonable accuracy, including, without limitation, equipment on the Site necessarily idled thereby. Delays caused by County's or a utility owner's failure to provide for the removal or relocation of such utility facilities shall constitute a Compensable Delay. Nothing herein shall be deemed to require County to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the Site can be inferred from the presence of other visible facilities, such as buildings or meter junction boxes located on or adjacent to the Site.
- 3.14.3 **Temporary Utilities.** All utilities, including but not limited to electricity, water, gas and telephone, used in performance of the Work (including, without limitation, meters and temporary distribution systems from distribution points to points on Site where a utility is needed and "tap fees") shall be furnished and paid for by Contractor or, if furnished by County, shall be paid for by Contractor at Contractor's Own Expense. Upon Final Completion of the Work, Contractor shall remove all temporary distribution systems. If the Work involves an addition to an existing facility, Contractor may, with written permission of County, granted or withheld in County's sole and absolute discretion, use County's existing utilities by making prearranged payments to County for utilities used by Contractor. When it is necessary to interrupt any existing utility service to make connections, a minimum of two (2) working days' advance notice shall be given to County. Interruptions shall be of the shortest possible duration and shall be scheduled during a time of Day that minimizes its impact on the operations of the existing facility. Any Loss to County or Contractor associated with interruption of a utility service as a result of Contractor's breach of, or failure to fully comply with, its obligations under this Paragraph shall be paid for by Contractor at Contractor's Own Expense.
- 3.14.4 Sanitary Facilities. Contractor shall provide sanitary temporary toilet facilities, for the use of all the workers, in no fewer numbers than required by Applicable Laws, plus such additional facilities as may be directed by County. Such facilities shall be maintained in a sanitary condition at all times. Use of existing or permanent toilet facilities shall not be permitted except by written consent of County.

3.15 CLEANING UP

- 3.15.1 Contractor Responsibility. Contractor at all times shall keep the Site free from debris such as waste, rubbish and excess materials and equipment caused by the performance of the Work. At the end of each Day that Work is performed, Contractor shall not leave debris under, in or about the Site but shall promptly dispose of or remove same from the Site. Without limitation to the other clean up requirements of the Contract Documents, upon Final Completion, Contractor shall: (1) clean the interior and exterior of the buildings, including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections and any areas where debris has collected so surfaces are free from foreign material or discoloration; (2) clean and polish all glass, plumbing fixtures, finish hardware and similar finish surfaces and equipment; and (3) remove temporary fencing, barricades, planking, sanitary facilities and similar temporary facilities from the Site.
- 3.15.2 Cleanup by County. If Contractor fails upon 24 hours' notice by County to perform its obligation to clean up, County may arrange to do so, and the cost thereof shall be borne by Contractor at Contractor's Own Expense.

3.16 ACCESS TO THE WORK

- 3.16.1 **County**. County, Inspectors of Record, Architect and County Consultants, and their representatives, and such other persons as authorized by County, shall at all times have access to the Work, either in preparation or in progress. Contractor shall provide safe and proper facilities for such access so that they and their representatives may perform their functions safely.
- 3.16.2 **Separate Contractors.** County, using its own forces or those of Separate Contractors, may, at any time during the performance of the Work, enter the Site for the purpose of performing construction or for any other purpose. Contractor shall cooperate with County, County's own forces and Separate Contractors and not interfere with other work being done by them or on their behalf.
 - 3.16.3 Delivery Routes. Contractor shall arrange for delivery of material over routes designated by County.

3.17 INTELLECTUAL PROPERTY RIGHTS

Contractor shall pay all royalties and license fees relating to use of Intellectual Property Rights pertaining to Work performed. Contractor shall defend suits or claims for infringement of Intellectual Property Rights and shall defend, indemnify and hold harmless the Indemnitees from Loss on account thereof in accordance with the terms of Section 3.18, below, unless the infringement is due to a particular design, process, product or product of a particular manufacturer that is required by the Contract Documents; provided, however, that if Contractor has information leading it to believe that the use of a particular design, process or product required by the Contract Documents would constitute an infringement of an Intellectual Property Right, then Contractor shall nonetheless be responsible to provide such defense, indemnification and hold harmless if such information is not promptly furnished in writing to County.

3.18 INDEMNIFICATION

- 3.18.1 Contractor's Indemnity Obligation. To the fullest extent permitted by Applicable Laws, Contractor agrees to indemnify, immediately defend at its own expense and hold harmless, County, Board of Supervisors, and each of their respective members, officers, employees, agents, insurers and volunteers ("Indemnitee(s)"), through legal counsel reasonably acceptable to County, from any and all Losses, whether real or alleged, regardless of whether caused in part by such Indemnitee or its agents, servants or independent contractors who are directly responsible to such Indemnitee, arising out of or relating to any of the following:
 - .1 any act or omission of Contractor or a Subcontractor, of any Tier:
- .2 the activities of Contractor or a Subcontractor, of any Tier, on the Site or on other properties related to performance of the Work or the preparation for performance of the Work;
- .3 the payment or nonpayment of any Subcontractor, of any Tier, for the Work performed, except where such nonpayment is the result of a breach by County of its payment obligations under the Contract Documents;
- .4 the existence or dispersal of any Hazardous Substances or Mold on the Site as a result of the failure of Contractor or a Subcontractor, of any Tier, to comply with its obligations under the Contract Documents;
- .5 the violation by Contractor or a Subcontractor, of any Tier, of an obligation under <u>Section 3.17</u>, above, involving infringement of an Intellectual Property Right; or
- the violation by Contractor or a Subcontractor, of any Tier, of any Applicable Law, including, without limitation, the violation of any requirement of the State of California General Permit for Storm Water Discharges Associated with Construction Activity and subsequent amendments or orders for construction activities as applicable thereto (including, without limitation, the requirements of a Storm Water Pollution Prevention Plan) or the violation of any applicable requirement of any local or regional Air Quality Management District (AQMD) (including, without limitation, a violation of any of the requirements set forth in the County MOU with AQMD dated January 6, 2004 Agenda Item 3.1 (for projects in the Coachella Valley) or AQMD Rule 403 (for projects west of the Coachella Valley)):

PROVIDED, HOWEVER, that nothing contained herein shall be construed as obligating Contractor to indemnify an Indemnitee for Losses resulting from the sole negligence, active negligence or willful misconduct of such Indemnitee or its agents, servants or independent contractors who are directly responsible to such Indemnitee or from a defect in design furnished by such Indemnitee, where such sole negligence, active negligence, willful misconduct or design defect has been determined by agreement of Contractor and that Indemnitee or has been adjudged by the final and binding findings of a court or arbitrator of competent jurisdiction. In instances where the active negligence or willful misconduct of an Indemnitee or its agents, servants or independent contractors who are directly responsible to such Indemnitee or a defect in a design furnished by such an Indemnitee accounts for only a portion or percentage of the Loss involved, the obligation of Contractor will be for that portion or percentage of the Loss not due to such active negligence, willful misconduct or design defect.

- 3.18.2 Indemnification of Adjacent Property Owners. In the event Contractor enters into an agreement with the owners of any adjacent property to enter upon such property for the purpose of performing the Work or other activities incidental to the Work, Contractor shall fully indemnify, defend and hold harmless any person or entity which owns or has any interest in such adjacent property against any Loss resulting from the acts or omissions of the Contractor or its Subcontractors. The form and content of such indemnification agreement shall be approved by County prior to commencement of any Work on or around such property.
- 3.18.3 Insurance and Employment Benefits. The indemnification, defense and hold harmless obligations of Contractor under this Section 3.18, as well as any such obligations stated elsewhere in the Contract Documents: (1) shall not be limited by the amounts or types of insurance (or the deductibles or self-insured retention amounts of such insurance) which any Indemnitee, Contractor or any Subcontractor carries or is required to carry under the terms of the Contract Documents; (2) is independent of and in addition to the Indemnitees' rights under the insurance to be provided by an Indemnitee, Contractor or any Subcontractor; and (3) shall not be limited, in the event of a claim against an Indemnitee by an employee of Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, by a limitation on amount or type of damages, compensation or benefits payable by or for Contractor or Subcontractor under any worker's compensation act, disability benefit act or other employee benefit program.
- 3.18.4 **Subcontractor Indemnity Agreements**. Contractor agrees to obtain or cause to be obtained executed defense and indemnity agreements with provisions identical to those set forth in this <u>Section 3.18</u> from each and every Subcontractor, of every Tier.
- 3.18.5 Implied Indemnity Rights. Notwithstanding anything stated in this Section 3.18 or elsewhere in the Contract Documents to the contrary, an Indemnitee's right to seek equitable indemnity and contribution from Contractor is in no way diminished, limited or precluded by any agreement by Contractor to provide express contractual indemnity to such Indemnitee. Contractor's obligations under this Section 3.18 shall be deemed to completely eliminate and preclude any right by Contractor to seek contractual or equitable indemnity or contribution from any Indemnitee for any Loss covered by the Contractor's express indemnification obligations under this Section 3.18.
- 3.18.6 **Obligation to Defend.** The Contractor's obligation to defend under this <u>Section 3.18</u> includes, without limitation, the obligation to immediately reimburse an Indemnitee for any attorney's fees, court costs (statutory and non-statutory), arbitration and mediation expenses, professional, expert and consultant fees, investigative costs, postage costs, document copying costs, telecopy costs and any and all other costs and expenses associated with defense of such Indemnitee as and when incurred by any Indemnitee in defense of a claim by any third person or entity as a result of Contractor's failure or refusal to comply with its immediate defense obligation to such Indemnitee. Nothing stated in this <u>Section 3.18</u> or elsewhere in the Contract Documents shall be interpreted as providing or implying that the obligation of Contractor to defend an Indemnitee against an alleged Loss that is within the scope of the Contractor's indemnification obligation under this <u>Section 3.18</u> or under any other provision of the Contract Documents is to any extent released, excused, limited or relieved by a finding, determination, award or judgment by a court or arbitrator that the alleged Loss was due to circumstances not within the scope of such indemnification obligation.

3.19 LABOR, WAGES, PAYROLL RECORDS

3.19.1 **Public Work.** This Work is a "public work" as defined in Labor Code §1720 and must be performed in accordance with the requirements of Labor Code §§1720 to 1850 and Title 8 California Code of Regulations §§16000 to 17270, which govern the payment of prevailing wage rates on public works projects.

- 3.19.2 **Prevailing Wage Rates.** Pursuant to the provisions of Article 2 (commencing at §1770), Chapter 1, Part 7, Division 2 of the Labor Code of California, the Board of Supervisors has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime Work in the locality in which the Work is to be performed for each craft, classification or type of worker needed to execute the Work from the Director of the Department of Industrial Relations. These rates are on file with County and copies will be made available to any interested party on request. Contractor shall post a copy of such wage rates at the Site. The adoption of such wage rates is not a representation that labor can be obtained at these rates. It is the responsibility of Contractor to inform itself as to the local labor conditions. Holiday and overtime Work, when permitted by Applicable Laws, shall be paid for at a rate of at least one and one-half times the adopted rate of per diem wages, unless otherwise specified. Holidays shall be defined in the collective bargaining agreement applicable to each particular craft, classification or type of worker employed.
- 3.19.3 Unclassified Workers. Any worker employed to perform the Work not covered by any classification listed in the general prevailing wage rate of per diem wages determined by the Director of the Department of Industrial Relations shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to the Work to be performed by him/her, and such minimum wage rate shall be retroactive to time of initial employment of such person on the Project in such classification.
- 3.19.4 **Per Diem Wages.** Contractor shall pay or shall cause to be paid each worker engaged in the Work not less than the general prevailing rate of per diem wages determined by the Director of the Department of Industrial Relations, regardless of any contractual relationship which may be alleged to exist between Contractor or any of the Subcontractors and such workers. Pursuant to California Labor Code §1773.1, per diem wages are deemed to include employer payments for health and welfare, pension, vacation, travel time and subsistence pay.
- 3.19.5 Applicable Laws. Contractor represents and warrants that the Contractor's Bid and the Contract Price includes funds sufficient to allow Contractor to comply with all Applicable Laws governing the labor or services to be provided. Contractor shall defend and indemnify the Indemnitees in accordance with Section 3.18, above, for any violation of any Applicable Law, including but not limited to California Labor Code §2810, and agrees to pay all assessments, including wages and penalties, made against County in relation to such violations.
- 3.19.6 **Posting at Site.** Contractor shall post at appropriate conspicuous points on the Site the prevailing wage rates of the Department of Industrial Relations in accordance with 8 California Code of Regulations 16100(b).
- 3.19.7 Worker Hours. As provided in Article 3 (commencing at §1810), Chapter 1, Part 7, Division 2 of the California Labor Code, eight (8) hours of labor shall constitute a legal day's work. The standard work day of any worker employed at any time by Contractor or any of the Subcontractors performing the Work, or any part of the Work, shall, except as hereinafter provided, be limited and restricted by Contractor to eight (8) hours per day, between the hours of 6:00 A.M. and 6:00 P.M. (unless otherwise required by Applicable Laws), plus one-half hour unpaid lunch approximately midway through the shift, provided that Contractor or any of the Subcontractors may establish a four day/ten-hour schedule consistent with Applicable Laws pertaining to payment of prevailing wages and the provisions any applicable collective bargaining agreement. A regular-work week shall constitute forty (40) hours during any one week. Notwithstanding the provisions hereinabove set forth, the parties hereto may agree to changes in the work day or the work week as permitted by Applicable Laws, and Contractor and all Subcontractors must pay the appropriate prevailing wage rate for those hours and days worked.
- 3.19.8 **Overtime.** Overtime work performed by employees of Contractor or any of the Subcontractors shall be compensated according to the applicable general prevailing rate established by the Department of Industrial Relations for holiday and overtime work for each craft, classification or type of worker in the locality in which the Work is to be performed.
- 3.19.9 Payroll Records. It shall be the sole responsibility of Contractor to ensure compliance with the provisions of Applicable Laws and the Contract Documents relating to maintenance and submission of payroll records. Pursuant to the provisions of California Labor Code §1776, Contractor shall keep, and shall cause each Subcontractor performing any portion of the Work to keep, accurate certified payroll records, showing the name, address, social security number, worker classification and straight-time and overtime hours worked each Day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by Contractor in connection with the Work. Certified payroll records must be in the payroll reporting format prescribed by the Division of Labor Standards Enforcement. If there is no work by Contractor or a Subcontractor in a given week, Contractor must keep

and submit a certified "Nonperformance" payroll record, indicating "no work" for that week. Contractor shall submit all certified payroll records to County in complete, unredacted form with an original signature on the Statement of Compliance, along with, and as a condition to, its Applications for Payment. Additionally, payroll records shall be available for inspection at all reasonable hours at the principal office of Contractor on the following basis:

- .1 a certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative on request;
- a certified copy of all such payroll records shall be made available for inspection or furnished upon request to County, the Division of Labor Standards Enforcement and/or the Division of Apprenticeship Standards of the Department of Industrial Relations or such other person or entity as designated by County;
- a certified copy of all such payroll records shall be made available upon request by the public for inspection or the copying thereof, provided that (1) such request is made by the public through either County, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the Department of Industrial Relations, (2) such requested payroll records have not previously been provided pursuant to Subparagraph 3.19.9.2, above, then the requesting individual or entity shall, prior to being provided the records, reimburse the costs of preparation by Contractor, the Subcontractors and the entity through which the request was made, and (3) the public shall not be given access to records at the principal office of Contractor;
- .4 Contractor and each Subcontractor shall within ten (10) Days after receipt of a written request file a certified copy of such payroll records with the person or entity that requested the records;
- .5 Contractor shall provide, and shall cause each Subcontractor to provide, payroll records as defined in Title 8 California Code of Regulations §16000 to County within ten (10) Days after receipt of written request, at no cost to County;
- any copy of such payroll records made available for inspection by, and copies furnished to the public shall be redacted in a manner so as to prevent disclosure of an individual's name, address, and social security number, except that any copy made available for inspection by, and copies furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Section 175a) shall be marked or redacted only to prevent disclosure of an individual's name and social security number, and in either event, the name and address of Contractor or the Subcontractor performing the Work shall not be so obliterated; and
- .7 any copy made available to an agency included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided nonr copies of certified payroll records:
- .8 Contractor shall inform County concurrently with the submission of its initial Application for Payment, of the location of such payroll records, including the street address, city and county, and thereafter shall, within five (5) working days, provide a notice of any change of location and address of such payroll records.
- 3.19.10 **Apprentices.** Contractor acknowledges that, even if performance of the Work involves a dollar amount greater than or a number of working days greater than that specified in California Labor Code §1777.5, it shall be the sole responsibility of Contractor, for all apprentice occupations, to ensure compliance with California Labor Code §1777.5, including, without limitation, the following provisions:
- .1 Apprentices of any crafts or trades may be employed and, when required by California Labor Code §1777.5, shall be employed provided they are properly registered in full compliance with the provisions of the California Labor Code.
- .2 Every such apprentice shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.

- .3 Only apprentices, as defined in California Labor Code §3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4 (commencing at §3070), Division 3 of the California Labor Code, are eligible to be employed at the apprentice wage rate on Public Works. The employment and training of each apprentice shall be in accordance with either: (1) the apprenticeship standards and apprentice agreements under which he or she is training, or (2) the rules and regulations of the California Apprenticeship Council.
- .4 Contractor and any of the Subcontractors employing workers in any apprenticeable craft or trade in performing any of the Work shall apply to the applicable joint apprenticeship committee for a certificate approving Contractor or the Subcontractor under the applicable apprenticeship standards and fixing the ratio of apprentices to journeymen employed in performing the Work.
- .5 Prior to commencing the Work, Contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the Site of the Work. The information submitted shall include an estimate of journeyman hours to be performed under the Construction Contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to County if requested by County.
- .6 The ratio of the Work performed by apprentices to journeymen employed in a particular craft or trade on the Work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates, where Contractor or the Subcontractor agrees to be bound by those standards, but, except as otherwise provided in this Paragraph, in no case shall the ratio be less than one (1) hour of apprentice work for every five (5) hours of journeyman work. Apprentices may comprise up to thirty percent (30%) of the work force of each particular craft, classification or type of worker employed, unless the applicable joint apprenticeship committee establishes a lower percentage. To the extent possible, fifty percent (50%) of the apprentice work force shall consist of first-year apprentices.
- .7 The interpretation and enforcement of California Labor Code §1777.5 shall be in accordance with the rules and procedures of the California Apprenticeship Council.
- .8 Contractor and all the Subcontractors shall comply with California Labor Code §1777.6, which forbids certain discriminatory practices in the employment of apprentices.
- .9 Contractor shall become fully acquainted with the law regarding apprentices prior to commencement of the Work, paying special attention to California Labor Code §§1777.5, 1777.6, and 1777.7 and Title 8, California Code of Regulations, §§200 et seq. Questions may be directed to the State Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, California.
- 3.19.11 **Pre-Construction Meetings, Interviews.** Contractor shall attend any pre-construction meetings held by County to discuss labor requirements. Contractor and the Subcontractors shall allow County, County Consultants and the Department of Industrial Relations, and designated representatives of each, to conduct, at their discretion, interviews of workers at the Site during working hours.

3.19.12 Penalties for Violations.

of the Subcontractors shall, as a penalty, pay an amount not to exceed Two Hundred Dollars (\$200) for each Day, or portion thereof, for each worker paid less than the prevailing rates, determined by the Director of the Department of Industrial Relations, for the trade or craft in which such worker is employed by Contractor or, except as provided by said §1775, by any of the Subcontractors, of any Tier, for performance of the Work. The amount of this penalty shall be determined by the Labor Commissioner and shall be based on consideration of both: (1) whether the failure of Contractor or the Subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, whether the error was promptly and voluntarily corrected upon being brought to the attention of Contractor or the Subcontractor; and (2) whether Contractor or the Subcontractor has a prior record of failing to meet its prevailing wage obligations. The difference between the amount owed to each worker pursuant to such prevailing wage rates, and the amount paid to each worker for each Day or portion thereof for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by Contractor.

- Working Hour Violations. Pursuant to Labor Code §1813, Contractor shall pay a penalty of Twenty-Five Dollars (\$25) per worker employed in the performance of the Work by Contractor or by any of the Subcontractors for each Day during which such worker is required or permitted to work more than eight (8) hours in any Day and forty (40) hours in any one calendar week in violation of the provisions of Article 3 (commencing at §1810), Chapter 1, Part 7, Division 2 of the California Labor Code.
- .3 Payroll Record Violations. Pursuant to California Labor Code §1776, Contractor shall in the event of a failure to comply within ten (10) Days with any written notice requesting the records enumerated in subdivision (a) of said §1776, pay a penalty of One Hundred Dollars (\$100) for each Day, or portion thereof, for each worker, until Contractor has strictly complied with such request. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.
- Apprenticeship Violations. Pursuant to California Labor Code §1777.7, if Contractor or the Subcontractor is determined by the Chief of the Division of Apprenticeship Standards (the "Chief") to have knowingly committed a first-time violation of California Labor Code §1777.5, Contractor or the Subcontractor shall pay, as a civil penalty, an amount not exceeding One Hundred Dollars (\$100) for each full Day of noncompliance, provided that the amount of this penalty may be reduced by the Chief if the penalty would be disproportionate to the severity of the violation. In lieu of this penalty, the Chief may, for a first-time violation and with the concurrence of the joint apprenticeship committee, order Contractor or the Subcontractor to provide apprentice employment equivalent to the work hours that would have been provided for apprentices during the period of noncompliance. If such violation by Contractor or the Subcontractor is a second or subsequent violation committed within a three (3) year period from a previous violation of §1777.5, Contractor or the Subcontractor shall pay, as a civil penalty, to County the sum of not more than Three Hundred Dollars (\$300) for each full Day of noncompliance. County shall withhold the amount of the civil penalty from contract progress payments then due or to become due. In addition, if Contractor or the Subcontractor is determined to have knowingly committed a serious violation of any provision of §1777.5, the Chief may deny to Contractor or the Subcontractor, and to its responsible officers, the right to bid on or be awarded a contract to perform work as a subcontractor on any subsequent project for County for a period of up to one (1) year for the first violation and for a period of up to three (3) years for a second or subsequent violation.
- 3.19.13 **Subcontractor Provisions**. Contractor shall include, and shall require the Subcontractors to include, contractual provisions in all contracts they enter into for the performance of the Work requiring compliance with the provisions of this <u>Section 3.19</u> at no additional cost.
- 3.19.14 **Condition of Payment.** Compliance by Contractor with the requirements of this <u>Section 3.19</u> and each of its Paragraphs shall be a condition to Contractor's right to payment under its Applications for Payment. Without limitation to the foregoing, payments to Contractor shall not be made when payroll records are delinquent or inadequate.

3.20 LABOR CODE §2810

- 3.20.1 **Application.** The provisions of this <u>Section 3.20</u> apply only if the Contractor has not executed a collective bargaining agreement covering the workers who will be employed to perform the Work.
- 3.20.2 **Declaration by Contractor**. If a Declaration of Sufficiency of Funds has not been submitted by Contractor as a Post-Award Submittal, then it must be submitted prior to Award. In executing the Construction Contract, Contractor warrants and represents that all of the statements contained in its Declaration of Sufficiency of Funds remain true and correct as of the date of execution of the Construction Contract and may be relied upon by County in determining whether there appears to be sufficient funds in the Contractor's Bid to allow the Contractor to comply with all Applicable Laws governing the labor or services to be provided for the performance of the Work. The truth and accuracy of the statements contained in said Declaration and in this Paragraph 3.20.2 constitute a material part of the Contractor's consideration for, and a material inducement to the County's entering into, the Construction Contract.
- 3.20.3 Continuing Duty. To the extent that any of the information provided in the Declaration of Sufficiency of Funds submitted by Contractor relating to numbers of workers or independent contractors that will be employed or utilized for performance of the Work was or is based upon a best estimate, rather than actual figures or information, then the Contractor assumes the continuing duty to the County to ascertain the actual figures and information requested in the Declaration of Sufficiency of Funds and to provide such actual figures and information to the County in the form

of a revised and updated Declaration of Sufficiency of Funds once the actual figures and information become known.

3.21 URBAN RUNOFF AND STORM WATER COMPLIANCE

- 3.21.1 Contractor's Responsibility. If and to the extent storm water permitting, control, mitigation or discharge control is required by Applicable Laws, the Contractor shall: (1) prior to starting any Work at the Site, sign and implement the Storm Water Management Plans or Storm Water Pollution Prevention Plans as previously prepared by the County's Consultant for civil engineering or by others; (2) take all necessary steps to monitor, report, enforce and otherwise implement and comply with the requirements of the Storm Water Permit, Storm Water Management Plans and Storm Water Pollution Prevention Plans and all Applicable Laws pertaining to the elimination or mitigation of storm water pollutant discharge to separate storm sewer systems or other watercourses, including without limitation, applicable requirements of the State Water Resources Control Board, Santa Ana, San Diego, and/or Colorado Region Water Quality Control Boards and municipal storm water management programs; (3) adhere to and implement the Special Provisions for Urban Runoff and Water Pollution Control set forth in the Specifications; and (4) ensure that the Work is constructed in conformance with those post-construction best management practices (BMPs) identified within the project-specific Water Quality Management Plan (WQMP).
- 3.21.2 Inspections, Reports. Contractor shall immediately notify the person identified to Contractor as the County's "project manager" for the Project of all inspections by Government Authorities (including, but not limited to, any regional board staff) and, if practicable, arrange for participation by such Governmental Authorities in any other pertinent inspections conducted at the Site. Contractor shall provide to County copies of all reports and monitoring information related to the matters covered by this Section 3.21.
- 3.21.3 Violations. The Contractor recognizes and understands that failure to comply with the requirements of any applicable storm water-related permit issued by the State of California of the United States pursuant to the Clean Water Act (Title 33 U.S.C.§§ 1251 et seq) and/or the Porter Cologne Water Quality Control Act (California Water Code §§13000 et seq.) is a violation of Applicable Laws. Contractor shall be responsible for all Losses and for any liability (including, without limitation, fines, penalties and other administrative liabilities and costs) imposed by Applicable Laws as a result of the Contractor's failure to comply with Applicable Laws, including, without limitation, the requirements of this Section 3.21.
- 3.21.4 Condition of Payment. Compliance by the Contractor with the requirements of this <u>Section 3.21</u> shall be a condition to the Contractor's right to payment under its Applications for Payment.
- 3.21.5 Costs of Compliance. The Contractor represents and warrants that it has included in it Bid all costs of compliance with the requirements of this Section 3.21

3.22 SOLID WASTE MANAGEMENT

Contractor shall comply with all provisions of Applicable Laws (including, without limitation, the requirements of the California Public Resources Code, rules and regulations of the California Integrated Waste Management Board and provisions of any Site-specific plans adopted by County) that are applicable to the activities of contractors performing construction or related activities on the Site. Compliance by Contractor with the requirements of this Section 3.22 shall be a condition to Contractor's right to payment under its Applications for Payment.

3.23 CEQA COMPLIANCE

No Work that is subject to California Environmental Quality Act (CEQA) shall proceed by Contractor until Contract Documents satisfying the CEQA process are reviewed and approved by the County. Contractor shall comply with all applicable CEQA requirements. If there is a federal nexus (e.g. a source of federal funding) to the Project, compliance by Contractor with the National Environmental Policy Act (NEPA) will be required in addition to and in conjunction with compliance with requirements of CEQA. The Contractor shall comply with the conditions identified on the Plans and Specifications for compliance with the California Environmental Quality Act, including, without limitation, all requirements pertaining to Mitigation, Monitoring, and Reporting Program (MMRP).

3.24 AQMD COMPLIANCE

Contractor is responsible for full and complete compliance with, as applicable: (1) AQMD Rule 403.1, County Ordinance 742, the County MOU with AQMD dated January 6, 2004 Agenda Item 3.1 (for projects in the Coachella Valley); or (2) AQMD Rule 403 (for projects west of the Coachella Valley). Any fines imposed by AQMD on the County, as well as any other Loss to County, as a result of non-compliance by Contractor with the applicable provisions of the foregoing requirements are the responsibility of Contractor and upon request by County will be paid to County by Contractor or may be withheld by County from amounts due to Contractor under its Applications for Payment.

ARTICLE 4 CONSTRUCTION ADMINISTRATION

4.1 ARCHITECT

- 4.1.1 **Scope of Authority.** The Architect shall have the authority to act on behalf of County only as expressly provided in the Contract Documents and subject to such limitations on authority as set forth in Paragraph 4.1.2, below. As clarification of the foregoing, if the Contract Documents provide that the Architect has the right to approve of, consent to or direct that Contractor take or forbear from taking an action, such authority shall be limited to issuing such approval, consent or direction and shall not include, or be interpreted to include, authority to bind County with respect to any of the matters set forth in Paragraph 4.1.2, below. If Contractor's compliance with such approval, consent or direction of the Architect would involve or require authorization by County within the scope of the matters set forth in Paragraph 4.1.2, below, Contractor has the obligation, in addition to complying with the Architect's approval, consent or direction, to take steps in accordance with the Contract Documents to obtain such authorization of County as may be required and failing to do so shall not have any right to recourse or recovery from County on account of Contractor's action taken or Work performed in response to such approval, consent or direction by Architect.
- 4.1.2 **Limitations on Authority.** Without limitation to the other limitations on the Architect's authority expressed or implied under Paragraph 4.1.1, above, and notwithstanding anything else set forth in the Contract Documents to the contrary, Architect does not have authority to: (1) obligate or commit County to any payment of money; (2) obligate County to any adjustment to the Contract Price or Contract Time; (3) relieve Contractor of any of its obligations under the Contract Documents; (4) approve or order any Work involving Delay or Extra Work; or (5) perform any act, make any decision or give any direction or approval that is described in these General Conditions as an act, decision, direction or approval that is to be performed, made or given by any person or entity other than Architect.
- 4.1.3 **Work Stoppage**. Architect's authority includes, without limitation, the authority to stop the Work whenever such stoppage may be necessary, in Architect's opinion, for the proper execution of the Work. Any Work that is stopped or disapproved by order of Architect shall be resumed if and when County so directs in writing, with or without the concurrence of the Architect.
- 4.1.4 **Replacement.** County may, in its sole discretion, substitute another person or entity, or add persons or entities, to perform the functions of Architect or to exercise some or all of the authority of Architect provided for in the Contract Documents.
- 4.1.5 **County Rights.** All rights and authority conferred upon Architect under the Contract Documents constitute rights that County may, in its sole and absolute discretion, exercise in writing on its own behalf, irrespective of whether the County has ordered the removal, replacement or a change in the authority of the Architect.

4.2 ADMINISTRATION OF THE CONSTRUCTION CONTRACT

- 4.2.1 **Observations of the Work**. Architect will visit the Site as appropriate to the stage of the Work to observe the Work in progress. Observations shall be for the purpose of ascertaining the progress of the Work and that the character, scope, quality and detail of construction (including workmanship and materials) comply with the Contract Documents, the Architect's directives, approved Submittals and clarifications issued by Architect. Observations shall be separate from any inspections which may be provided by others.
- 4.2.2 **Means, Methods.** Construction means, methods, techniques, sequences, procedures and safety precautions and programs in connection with the Work are solely the responsibility of Contractor. Neither County nor

Architect: (1) has control over or charge of, nor are they responsible for, Contractors or any Subcontractor's construction means, methods, techniques, sequences, procedures, safety precautions or programs in connection with the Work, all of which are, as between Contractor and County, solely Contractor's responsibility; (2) is responsible for Contractor's failure to carry out the Work in accordance with the Contract Documents; or (3) has control over, charge of, or responsibility for acts or omissions of Contractor, the Subcontractors or their agents or employees, or of any other persons performing portions of the Work.

- 4.2.3 **Communications by Contractor.** County shall be provided by Contractor with copies of all communications from Contractor or the Subcontractors to Separate Contractors or the Architect. Contractor shall not rely on oral or other non-written communications.
- 4.2.4 **Review of Applications for Payment**. If requested by County, Architect will review and certify all Applications for Payment by Contractor, including Applications for Payment requesting Progress Payments and Final Payment. In such cases, if the Architect and County do not concur in respect to the amount to be paid to Contractor, County's determination of the amount due will prevail.
- 4.2.5 Rejection of the Work. Architect will have authority to reject Work that does not conform to the Contract Documents and to require additional inspection or testing, in accordance with Article 10, below, whether or not such Work is fabricated, installed or completed. Whenever Architect considers it necessary or advisable for implementation of the intent of the Contract Documents, Architect will have authority to require additional inspection or testing of the Work in accordance with Article 10, below, whether or not such Work is fabricated, installed or completed. Neither Architect's authority to act under this Paragraph 4.2.5 nor a decision made in good faith either to exercise or not to exercise such authority, shall give rise to a duty or responsibility of Architect to Contractor, the Subcontractors, their agents or employees, or other persons performing any of the Work. County shall have the right, notwithstanding a recommendation by the Architect pursuant to this Paragraph 4.2.5 to reject a portion of the Work, to elect to accept the Work rejected by Architect and to direct in writing the manner in which the Work is to be performed and Contractor shall comply therewith.
- Review of Submittals. Architect and such other County Consultants as Architect or County determines appropriate will review, approve or take other appropriate action upon the Contractor's Submittals. Such review, approval and other action taken in regard to a Submittal is for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents and is not conducted for the purpose of determining the technical accuracy and completeness of the Submittal, checking details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the sole responsibility of Contractor. Actions by Architect and County Consultants in connection with review of a Submittal by Contractor will be taken with such promptness as to cause no unreasonable Delay in the Work of Contractor or in the activities of the Separate Contractors or County, while allowing sufficient time in their judgments to permit adequate review. Whether or not County has identified a particular Submittal for review by Architect or a County Consultant, Contractor shall in all cases submit Submittals sufficiently in advance to allow time to permit adequate review by Architect and other County Consultants. Neither Architect's nor any County Consultant's review of a Submittal shall: (1) relieve Contractor of its obligations under Section 3.11, above; (2) constitute approval of safety precautions or, unless otherwise specifically stated in writing by the Architect or County Consultant at the time such Submittal is returned to Contractor; (3) be construed as an approval of any construction means, methods, techniques, sequences or procedures; and (4) if it involves review or approval of a specific item, be construed as indicating approval of an assembly of which such item is a component.
- 4.2.7 **Changes.** After consultation with the Architect, County will prepare the Change Orders, Unilateral Change Orders and Construction Change Directives for execution and take appropriate action thereon in accordance with <u>Article 7</u>, below.

4.3 CLAIMS

- 4.3.1 **Submission of Claims.** All Claims by Contractor shall be submitted in accordance with the procedures set forth in this Section 4.3.
 - 4.3.2 Arising of Claim.

- .1 Changes. A Claim by Contractor involving a Contract Adjustment due to a Compensable Change or Deleted Work arises upon issuance of a decision denying, in whole or in part, Contractor's Change Order Request. Such Claim shall be prepared and submitted in accordance with the requirements of this Section 4.3, including, without limitation, Paragraphs 4.3.3 through 4.3.5, below.
- .2 Other Claims. Claims by Contractor other than those described in <u>Subparagraph 4.3.2.1</u>, above, arise at the time that County receives written notice by Contractor of Contractor's intent to file the Claim. Such notice of intent shall be given no later than five (5) Days after the Discovery Date relative to such circumstances (even if Contractor has not yet experienced a Loss or Delay due to such circumstances) and shall state the event or condition giving rise to the Claim and its probable effect, if any, upon the Contract Price and Contract Time. FAILURE BY CONTRACTOR TO SUBMIT A NOTICE OF INTENT TO FILE CLAIM IN ACCORDANCE WITH THIS <u>SUBPARAGRAPH 4.3.2.2</u> SHALL, IN ACCORDANCE WITH THE PROVISIONS OF <u>SECTION 4.6</u> OF THE GENERAL CONDITIONS, CONSTITUTE A WAIVER BY CONTRACTOR OF THE RIGHT TO FURTHER RECOURSE OR RECOVERY UPON SUCH CLAIM.
 - 4.3.3 Content of Claims. A Claim must include the following:
 - .1 a statement that it is a Claim and a request for a decision on the Claim;
- .2 a detailed description of the act, error, omission, unforeseen condition, event or other circumstance giving rise to the Claim;
- .3 supporting documentation as follows: (1) if the Claim involves a Contract Adjustment due to Compensable Change or Deleted Work, documentation demonstrating that a complete Notice of Change and Change Order Request were timely and properly submitted as required by Article 7, below; (2) if the Claim involves an adjustment to the Contract Time, documentation demonstrating that a complete Notice of Delay and Request for Extension were timely and properly submitted as required by Article 8, below; and (3) if the Claim does not involve a Contract Adjustment on the basis of Compensable Change or Deleted Work, documentation demonstrating that a notice of intent to file the Claim was timely and properly submitted as required by Subparagraph 4.3.2.2, above;
- .4 a detailed justification for any remedy or relief sought by the Claim, including, without limitation, all of the following: (1) a detailed cost breakdown in the form required for submittal of Change Order Requests, which complies with the prohibition on "total cost" calculations set forth in Paragraph 7.7.15, below; and (2) job cost records substantiating the actual costs that have been incurred; and
- .5 a written certification, signed by a responsible managing officer or principal of Contractor's organization who has the authority to sign contracts on behalf of Contractor and who has personally investigated the matters alleged in the Claim, in the following form:
 - "I hereby certify under penalty of perjury that I am a managing officer or principal of (Contractor) and that I have reviewed the Claim presented herewith on Contractor's behalf and/or on behalf of (Subcontractor(s)) and that the following statements are, to the best of my knowledge after diligent inquiry into the circumstances of such Claim, true and correct:
 - (i) the facts alleged in or that form the basis for the Claim are true and accurate;
 - (ii) I do not know of any facts or circumstances, not alleged in the Claim, that by reason of their not being alleged render any fact or statement alleged in the Claim materially misleading;
 - (iii) I have, with respect to any request for money or damages alleged in or that forms the basis for the Claim, reviewed the job cost records (including those maintained by Contractor and by any Subcontractor, of any Tier, that is asserting all or any portion of the Claim) and confirmed with reasonable certainty that the losses or damages alleged to have been

suffered by Contractor and/or such Subcontractor were in fact suffered in the amounts and for the reasons alleged in the Claim;

- (iv) I have, with respect to any request for extension of time or claim of delay, disruption, hindrance or interference alleged in or that forms the basis for the Claim, reviewed the job schedules (including those maintained by Contractor and by any Subcontractor, of any Tier, that is asserting all or any portion of the Claim) and confirmed that the delays or disruption alleged to have been suffered by Contractor and/or such Subcontractor were in fact experienced for the durations, in the manner, and with the consequent effects on the time and/or sequence of performance of the Work, as alleged in the Claim; and,
- (v) Contractor has not received payment from County for, nor has Contractor previously released County from, any portion of the Claim.

Signature:		4
Name:		
Title:		
Company:		
Date:		

4.3.4 Noncompliance. Failure by Contractor to comply with Paragraph 4.3.3, above, shall give County the right, without obligation, to deny the Claim or return the Claim without any response.

4.3.5 Submission of Claims.

- .1 Time for Filing. All Claims and supporting documentation and certifications required to be submitted by Contractor must be submitted to the County within thirty (30) Days after the Claim arises (as "arises" is defined in Paragraph 4.3.2, above). No Claims by Contractor are permitted after Final Payment.
- .2 Manner of Filing. A Claim shall be submitted by registered or certified mail, return receipt requested.
- .3 Condition Precedent. Contractor's strict compliance with the requirements of this <u>Section 4.3</u> as to a Claim shall be considered a condition precedent to Contractor's right to initiate or seek determination of its rights in any legal proceedings with respect to such Claim.

4.3.6 Response to Claims by Contractor.

- .1 Claims Response. County shall provide a reasonable review and issue a written Good Faith Determination within forty-five (45) Days of receipt of the Claim, unless County and Contractor have by mutual agreement extended the time period. The written Good Faith Determination shall identify which portion of the Claim is disputed by County and which portion is undisputed.
- .2 Meeting with Board. If County should need to submit and gain approval of the Board of Supervisors prior to providing the Contractor the written statement identifying the undisputed and disputed portions of the Claim, and the governing body does not meet within the forty-five (45) days or within the mutually agreed time extension, County shall have three (3) days following the next duly publicly noticed meeting of the Board of Supervisors after the forty-five (45) day period, or agreed extension, to provide Contractor a written statement identifying the disputed portion and undisputed portion of the Claim.

- .3 Payments on Undisputed Portion(s). Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) days after County issues its written statement. Amounts not paid in a timely manner shall bear interest at 7 percent per annum.
- .4 Failure of County to Respond. If County should fail to respond to a Claim from Contractor within the time periods set forth in this 4.3.6 or otherwise meet the time requirements, the Claim shall be deemed rejected in its entirety. A Claim that is denied by reasons of County's failure to have responded to the Claim, or its failure to otherwise meet the requirements of Public Contract Code §9204, shall not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of the Contractor.

4.3.7 Meet and Confer.

- .1 **Dispute by Contractor.** If Contractor disputes County's Good Faith Determination and written response of a Claim by Contractor, or if County fails to respond within the prescribed time set forth herein, the Contractor may demand, in writing sent by registered or certified mail return receipt requested, an informal conference to meet and confer for settlement of the issues still in dispute. Upon receipt of such demand, County shall schedule a meet and confer conference within thirty (30) Days.
- Conclusion of Meet and Confer. Within ten (10) business days following conclusion of the meet and confer conference, if the Claim or any portion thereof remains in dispute, County shall provide the Contractor with a written statement identifying the portion of the Claim still in dispute and the portion that is undisputed. Any payment due on the undisputed portion shall be processed and made within sixty (60) days after such written statement is issued. Amounts not paid in a timely manner shall bear interest at 7 percent per annum.
- .3 Mediation. Any disputed portion of the Claim as identified by the Contractor in writing, shall be submitted to non-binding mediation with the County and Contractor sharing the associated costs equally. The County and Contractor shall mutually agree to a mediator within ten (10) business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall selected a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. Mediation includes any non-binding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assist the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.
- .4 If mediation is unsuccessful, the parts of the Claim remaining in dispute shall be subject to applicable procedures outside this section.

4.3.8 Subcontractor Claims.

- .1 Subcontractor Claim. If a subcontractor or lower tier subcontractor has a claim against the County, the Contractor may present to the County a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the Contractor present a claim for work which was performed by the subcontractor or a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the County shall furnish reasonable documentation to support the claim.
- .2 Contractor Response. Within forty five (45) days of receipt of the written request by the subcontractor, the Contractor shall notify the subcontractor in writing as to whether the Contractor presented the claim to the County and, if the Contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

4.3.9 Claims Based on Differing Site Conditions.

.1 Contractor Responsibility. Save and except as hereinafter provided in this <u>Paragraph 4.3.9</u> for Contract Adjustments due to Differing Site Conditions, Contractor agrees at Contractor's Own Expense to assume the risk and costs of Extra Work and Delay due to concealed or unknown conditions, surface or subsurface, at the Site or in Existing Improvements.

- Existing Improvements and not otherwise reasonably ascertainable by Contractor in the performance of its obligations under the Contract Documents (including, without limitation, conditions not reasonably ascertainable by Contractor from documents or information described in Paragraph 3.2.1, above, that were provided or available to Contractor for its review prior to the Bid Closing Deadline) that constitute: (1) hazardous materials that constitute hazardous waste, as defined in California Health and Safety Code §25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of Applicable Laws; (2) subsurface or concealed conditions at the Site or concealed conditions in Existing Improvements which differ materially from those indicated by the Contract Documents or other information that was either reviewed by Contractor or that Contractor was given the opportunity to review prior to the Bid Closing Deadline; or (3) unknown physical conditions at the Site or concealed conditions in Existing Improvements of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.
- .3 Notice of Change. If Contractor encounters conditions it believes constitute Differing Site Conditions, then Contractor shall, before such conditions are disturbed, give Notice of Change as required by Paragraph 7.6.1, below, stating, without limitation, a detailed description and precise location of the conditions encountered.
- .4 Investigation by County. Upon receipt of notice from Contractor as required by Subparagraph 4.3.9.3, above, County shall promptly investigate Contractor's report of Differing Site Conditions.
- .5 Change Order Request. If Contractor intends to seek a Contract Adjustment based upon Differing Site Conditions, it shall submit a complete and timely Change Order Request in accordance with <u>Paragraph 7.6.2</u>, below, setting forth its request for a Contract Adjustment.
- .6 Contract Adjustments. If, following Contractor's compliance with its obligations under this Paragraph 4.3.9, County finds that Differing Site Conditions exist, then, unless the Contractor's right to Contract Adjustment has been waived as pursuant to Paragraph 3.2.3, above, a Contract Adjustment shall be made for the resulting Compensable Change and Compensable Delay, in such amount and duration as County determines by issuance of a Good Faith Determination are reasonable and permitted by these General Conditions.

.7 WAIVER BY CONTRACTOR.

FAILURE BY CONTRACTOR TO STRICTLY COMPLY WITH THE REQUIREMENTS OF THIS <u>PARAGRAPH 4.3.9</u> PERTAINING TO CONTRACT ADJUSTMENT BASED ON A CLAIM FOR DIFFERING SITE CONDITIONS SHALL, IN ACCORDANCE WITH THE PROVISIONS OF <u>SECTION 4.6</u> OF THE GENERAL CONDITIONS, CONSTITUTE A WAIVER BY CONTRACTOR OF THE RIGHT TO FURTHER RECOURSE OR RECOVERY UPON SUCH CLAIM.

- .8 Final Completion. No claim by Contractor for additional compensation for Differing Site Conditions shall be allowed if asserted after Final Payment.
- 4.3.10 Continuous Work. Contractor shall, notwithstanding the existence of a Claim by Contractor that is disputed by County, maintain continuous performance, without interruption, suspension or slowing, of the Work and its other obligations (1) pending issuance by County of a Good Faith Determination of the Claim and (2) thereafter in compliance with the terms of such Good Faith Determination.

4.4 NOTICE OF THIRD-PARTY CLAIMS

County shall provide notification to Contractor within a reasonable time after receipt of any third-party claim relating to the Construction Contract. County shall be entitled to recover from Contractor its reasonable costs of providing such notification.

4.5 WAIVERS OF RIGHTS BY CONTRACTOR

COUNTY AND CONTRACTOR ACKNOWLEDGE THAT IT IS IN THE INTERESTS OF BOTH PARTIES THAT CHANGES, DELAYS AND CLAIMS BE IDENTIFIED, QUANTIFIED, EVALUATED AND FINALLY RESOLVED PROMPTLY, CONTEMPORANEOUSLY WITH THE CIRCUMSTANCES FROM WHICH THEY ARISE, AND THAT THERE BE CERTAINTY WITH RESPECT TO THE FINALITY OF ANY RESOLUTION OF RELATED DISPUTES. ON

THOSE PREMISES, AND IN FURTHER RECOGNITION OF THE FACT THAT IT WOULD BE EXREMEMLY DIFFICULT OR IMPOSSIBLE TO QUANTIFY, DEMONSTRATE OR PROVE THE HARM TO COUNTY IF ANY OF THE FOREGOING PREMISES IS NOT ACHIEVED DUE TO A FAILURE BY CONTRACTOR TO COMPLY WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS CONCERNING TIMELY NOTICE OR SUBMISSIONS OF NOTICES AND CLAIMS RELATING TO CHANGES, DELAY AND CONTRACT ADJUSTMENTS, COUNTY AND CONTRACTOR AGREE THAT FAILURE BY CONTRACTOR TO CONFORM TO SUCH REQUIREMENTS OF THE CONTRACT DOCUMENTS SHALL IN AND OF ITSELF CONSTITUTE SUFFICIENT CAUSE AND GROUNDS, WITHOUT THE NECESSITY OF COUNTY DEMONSTRATING ANY ACTUAL HARM OR PREJUDICE, FOR IMPOSING UPON CONTRACTOR A FULL AND UNCONDITIONAL WAIVER BY CONTRACTOR OF ITS RIGHT TO A CONTRACT ADJUSTMENT AND OF ITS RIGHTS AND RECOURSE FOR RECOVERY OF ANY RELATED LOSS BY ANY LEGAL PROCESS OTHERWISE PROVIDED FOR UNDER APPLICABLE LAWS.

4.6 GOOD FAITH DETERMINATIONS

Wherever in the Contract Documents it is provided that the County may or shall make a determination or decision in the exercise of good faith (including, without limitation, provisions for a Good Faith Determination by County), any such determination or decision that the person exercising such right on behalf of County believes in good faith to be a proper exercise of County's rights and to have a reasonable basis in fact, whether or not such determination is in fact proper, reasonable or correct or adjudged to be so, shall be complied with by Contractor without Delay to Contractor's performance of the Work. However, unless the Contract Documents expressly provides otherwise, neither such good faith determination or decision nor Contractor's compliance therewith shall be interpreted as precluding the Contractor from exercising its rights to seek adjudication of its rights in the manner permitted by these General Conditions or Applicable Laws.

4.7 ESCROW BID DOCUMENTS

If the Bidding Documents obligate Contractor to submit Escrow Bid Documents, then submission by Contractor of its Escrow Bid Documents shall constitute a warranty and representation by Contractor that it has no other written documents or electronic files containing any information that Contractor was required to include, but failed to include, as part of its performing such obligation and Contractor agrees it shall have no right to submit for consideration by County, or offer into evidence in legal proceedings, in support of a request for Contract Adjustment or a Claim any such documentation or electronic files that Contractor so failed to include in its Escrow Bid Documents.

ARTICLE 5 SUBCONTRACTORS

5.1 SUBSTITUTION

- 5.1.1 **Substitutions Allowed.** There shall be no substitution of or addition to the Subcontractors except as permitted by Chapter 4 (commencing at §4100), Division 2, Part 1 of the California Public Contract Code (the "Act").
- 5.1.2 **Contractor's Own Expense.** Any increase in the cost or time of performance of the Work resulting from the replacement, substitution or addition of a Subcontractor shall be borne solely by Contractor at Contractor's Own Expense.
- 5.1.3 **Substantiation of Compliance.** At any time during performance of the Work it shall be the responsibility and burden of Contractor, if requested by County, to present clear and convincing evidence that Contractor is, and all times during the bidding and Award of the Construction Contract was, in full compliance with all of the applicable provisions of the Act. Failure by Contractor to present such evidence when requested shall be deemed a breach of this <u>Section 5.1</u> and of the Act, thereby entitling County to exercise any or all of its rights and remedies under the Contract Document or Applicable Laws, including, without limitation, the right to cancel the Construction Contract or assess any penalties provided for by the Act.
- 5.1.4 **Splitting Prohibited**. Any attempt by Contractor to avoid compliance with the Act, such as, but not limited to, by splitting the work of subcontracts with Subcontractors into separate contracts or changes orders so as to not exceed the monetary threshold of the Act applicable to listing of Subcontractors, is strictly prohibited.

5.2 SUBCONTRACTUAL RELATIONS

- 5.2.1 Written Agreements. Contractor shall, by written agreement entered into between the Contractor and Subcontractors no later than twenty (20) Days after Award, require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to Contractor by terms of the Contract Documents and to assume toward Contractor all the obligations and responsibilities which Contractor, by the Contract Documents, assumes toward County and the Architect. Each subcontract agreement shall preserve and protect the rights of County and the Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against Contractor that Contractor, by the Contract Documents, has against County. Contractor shall require each first-Tier Subcontractor to enter into similar agreements with their sub-subcontractors. Copies of applicable portions of the Contract Documents shall be made available by Contractor to the first-Tier Subcontractors and each Subcontractor shall similarly make copies of such Contract Documents available to each Subcontractor of a lower-Tier with which it contracts. Without limitation to the foregoing, each contract that is entered into by a Subcontractor, of any Tier, shall, without limitation, require the Subcontractor:
 - .1 to perform the Work in accordance with the terms of the Contract Documents;
- .2 to assume toward Contractor all the obligations and responsibilities which Contractor assumes toward County by the Contract Documents;
- .3 to preserve and protect the rights of County under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights;
- .4 to waive all rights (including, without limitation, rights of subrogation) that the Subcontractor or its insurers may have against County and others required by the Contract Documents to be named as additional insureds, for Losses covered by insurance carried by Contractor or County, except for such rights as the Subcontractor may have to the proceeds of such insurance held by County or such other additional insured;
- .5 to afford County and entities and agencies designated by County the same rights and remedies afforded to them under the Contract Documents with respect to access to, and the right to audit and copy at County's cost, all of the Subcontractor's books, records, contracts, correspondence, instructions, drawings, receipts, vouchers, purchase orders, memoranda and other records and documents relating to the Work and requiring the Subcontractor to preserve all such records and other items for a period of ten (10) years after Final Completion;
- .6 to recognize the rights of the County under <u>Section 5.3</u>, below, including, without limitation, the County's right to (1) accept assignment of the Subcontractor's agreement, (2) accept assignment of Contractor's rights as obligee under a performance bond furnished by a first-Tier Subcontractor, (3) to retain the Subcontractor pursuant to the terms of its agreement with Contractor to complete the unperformed obligations under its agreement, and, (4) if requested by the County, to require that the Subcontractor execute a written agreement on terms acceptable to the County confirming that the Subcontractor is bound to the County under the terms of its agreement with Contractor;
- .7 to submit applications for payment, requests for change orders and extensions of time and claims, and to comply with all other notice and submission requirements of the Contract Documents, sufficiently in advance to allow Contractor time to comply with its obligations under the Contract Documents;
- to purchase and maintain insurance in accordance with the requirements of the Contract Documents:
- .9 to defend and indemnify the Indemnitees on the same terms as provided in <u>Section 3.18</u>, above;
- .10 to comply with the nondiscrimination (Article 16, below) and prevailing wage (Section 3.19, above) provisions of these General Conditions:

- .11 limiting the Subcontractor's right to additional compensation or extension of time due to Differing Site Conditions and Design Discrepancies in accordance with the provisions of Section 3.2, above;
- .12 to provide for a right of termination for convenience by Contractor that limits the Subcontractor's right to compensation to an allocable share of the subcontract price that corresponds to the percentage of the Work properly performed by the Subcontractor, with no additional sum payable for any other Losses, including, without limitation, prospective damages, lost profits or consequential damages, of any kind; and
 - .13 to provide that time is of the essence to each of the Subcontractor's obligations.
- 5.2.2 **Copies.** Contractor shall, upon request by County made at any time, furnish to County true, complete, and executed copies of all contracts with the Subcontractors and amendments, modifications and change orders thereto. Progress payments shall not be made for items of the Work for which County has not received such documents following request therefor by County.
- 5.2.3 **No Brokering.** Contractor shall not permit any portion of the Work to be contracted to a firm acting as a broker, factor or other entity not actually performing a substantial portion of the Work with its own forces; provided, however, that nothing herein shall be interpreted as precluding the right of a Subcontractor who has agreed to provide all of the materials and labor for a trade to subcontract the labor portion only to a sub-subcontractor.
- 5.2.4 Third-Party Rights. Contractor acknowledges that County is an intended third-party beneficiary to all contracts between Contractor and its first-Tier Subcontractors. Notwithstanding the foregoing or anything else to the contrary in the Contract Documents, there is no intent on the part of County or Contractor to create any rights (including, without limitation, third-party beneficiary rights) in favor of any Subcontractor, of any Tier, against County and nothing contained in the Contract Documents and no course of conduct, act or omission on the part of County shall be construed as creating a direct or indirect contractual right in favor of any Subcontractor, of any Tier, and against County.
- 5.2.5 All Subcontractor Tiers. It is the Contractor's obligation to see to it that all obligations of the Contractor are assumed by (or, "flow down") to the Subcontractors, of every Tier, by the inclusion of contractual provisions requiring each of the Subcontractors, of every Tier, to bind not only themselves but their lower-Tier Subcontractors to the obligations assumed by Contractor under the Contract Documents.

5.3 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

- 5.3.1 **Contingent Assignment.** Contractor hereby contingently assigns to County, or to such person or entity as County, in its sole and absolute discretion, designates, all of its interest in subcontracts entered into by Contractor with its first-Tier Subcontractors. If a first-Tier Subcontractor has provided a performance bond, then Contractor's rights under such performance bond are likewise hereby deemed contingently assigned to County or its designee and provision shall be made in the performance bond for surety's consent to such contingent assignment.
- 5.3.2 Acceptance by County. The contingent assignments provided for by this Section 5.3 will be effective only as to those subcontracts and performance bonds which County or its designee accepts in writing. Said acceptance is the sole condition upon which the effectiveness of such assignments are contingent. County or its designee may accept any such assignment at any time during the course of the Work and prior to Final Completion. Such contingent assignments are part of the consideration to County for entering into the Construction Contract with Contractor and may not be withdrawn prior to Final Completion.
- 5.3.3 **County Obligation**. County's or its designee's sole obligation in the event it accepts a contingent assignment of a subcontract under this <u>Section 5.3</u> shall be to pay in accordance with the terms of such subcontract for Work performed after written notice of acceptance of such assignment. In the event County directs that such assignment be made to County's designee, then such designee only, and not County, shall be solely liable under such assignment for Work performed after written notice of acceptance of such assignment.

5.4 COMMUNICATIONS BY COUNTY

County shall have the right to communicate, orally or in writing, with the Subcontractors with respect to matters that are related to Contractor's performance of its obligations under the Contract Documents. Nothing herein shall be interpreted

as extending to County the right as part of such communications to direct the manner in which any Subcontractor performs the Work. Except as otherwise provided in the Construction Contract or these General Conditions, Contractor shall be provided with a copy of all such communications that are in writing. Such communications shall not create, or be interpreted as creating, any contractual obligation of County to any Subcontractor.

5.5 DOCUMENT AVAILABILITY

Contractor shall make available to each proposed Subcontractor with whom it enters into a contract for performance of any portion of the Work, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound so as to ensure that all matters disclosed thereby are taken into consideration and included in the terms of such contracts and shall identify to such Subcontractor the terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents. The Subcontractors shall similarly be required to make copies of applicable portions of such documents available to their respective proposed subsubcontractors or sub-subconsultants.

5.6 NO LIABILITY OF COUNTY

Nothing set forth in this <u>Article 5</u>, and no action taken by County with respect to review or approval of the Subcontractors or their contracts, shall impose any liability or responsibility upon County nor relieve Contractor of its responsibilities under the Contract Documents or Applicable Laws.

ARTICLE 6 COUNTY'S OWN FORCES AND SEPARATE CONTRACTORS

6.1 COUNTY'S RIGHT TO PERFORM CONSTRUCTION WITH OWN FORCES AND TO AWARD SEPARATE CONTRACTS

- 6.1.1 **Right of County.** County reserves the right to perform construction or operations related to the Project with County's own forces and to award other contracts to Separate Contractors in connection with other portions of the Project or other construction or operations on the Site.
- 6.1.2 **Separate Contractors.** Contractor shall ascertain to its own satisfaction the scope of the Project and the nature of any other contracts that have been or may be awarded by County to Separate Contractors in prosecution of the Project. Contractor shall look solely to such Separate Contractors, and County shall not be responsible, for any Losses for which Contractor is not provided a right or recovery by means of a right to Contract Adjustment for Compensable Change or Compensable Delay, that are suffered by Contractor or the Subcontractors, of any Tier, resulting directly or indirectly from the conduct of such work by the Separate Contractors.
- 6.1.3 **Coordination.** Nothing in the Contract Documents creates or will create any duty on the part of County to coordinate the Work of Contractor with the work of Separate Contractors. Contractor shall, when directed to do so by County, participate with the Separate Contractors and County in reviewing the Separate Contractors' construction schedules. Contractor and Separate Contractors will coordinate all work with the other so as to facilitate the general progress of the Project. Contractor agrees that any recovery of Losses for which Contractor is not provided a right or recovery by means of a right to Contract Adjustment for Compensable Change or Compensable Delay, that are suffered by Contractor due to a failure by a Separate Contractor to coordinate its work with the Work of Contractor will be sought directly against the Separate Contractors as set forth elsewhere in this Article 6.
- 6.1.4 **Disputes.** Contractor and County agree that Separate Contractors in direct contractual privity with County are third party beneficiaries of the Contract Documents, but only to the extent of claims and causes of action against Contractor arising out of or resulting from Contractor's performance or failure of performance under the Contract Documents or any act or omission of Contractor or the Subcontractors causing Loss to such Separate Contractors. Contractor consents to being sued by Separate Contractors for Losses caused by Contractor or any of the Subcontractors. Contractor hereby waives lack of privity of contract with such Separate Contractors as a defense to such actions.
- 6.1.5 **Remedy.** If Contractor as a result of the acts or omissions of one or more of the Separate Contractors suffers a Loss that is not compensated by means of a right given to Contractor under the Contract Documents to a

Contract Adjustment, then Contractor's sole remedy is to assert a claim or cause of action directly against the Separate Contractor(s) causing the Loss and Contractor hereby releases, acquits, holds harmless and forever discharges County of and from any and all liability for such Loss.

6.2 MUTUAL RESPONSIBILITY

- 6.2.1 **Use of Site.** Nothing contained in the Contract Documents shall be interpreted as granting Contractor exclusive use or occupancy of the Site. Contractor shall afford County's own forces and the Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities. Contractor shall not Delay the work of the Separate Contractors or County's own forces.
- 6.2.2 Adjoining Work. If part of Contractor's performance of the Work depends for proper execution or results upon construction or operations by County's own forces or Separate Contractors, Contractor shall, prior to proceeding with that portion of the Work, carefully inspect such construction and operations and promptly report in writing to the County apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Contractor will be responsible, at Contractor's Own Expense, for Losses to County resulting from any such discrepancies or defects not reported in accordance with this Paragraph 6.2.1 that were apparent or that should have been apparent to Contractor on careful inspection.
- 6.2.3 **Damage.** Contractor shall promptly remedy Loss caused by Contractor or its Subcontractors to completed construction or partially completed construction on the Site, or to property of County or the Separate Contractors.
- 6.2.4 **Disputes.** Contractor shall notify the County in writing within five (5) Days if it believes it has experienced or is experiencing any Delay or Loss due to the activities of County's own forces or the Separate Contractors or in the event of any dispute with County's own forces or a Separate Contractor.
- 6.2.5 **Settlement of Disputes.** If Contractor or any Subcontractor causes a Loss to a Separate Contractor, then Contractor will promptly settle the matter directly with the Separate Contractor and will defend, indemnify and hold County and the other Indemnitees harmless from any and all effects of such Loss in accordance with the terms of Section 3.18, above.

6.3 ALLOCATION OF CLEANUP COSTS

If a dispute arises among Contractor, the Separate Contractors and/or County as to the responsibility for maintaining the Site and surrounding area free from waste materials and rubbish, County may clean up such waste materials and rubbish and allocate the cost among those responsible as County determines in good faith to be just.

ARTICLE 7 CHANGES IN THE WORK

7.1 CHANGES

- 7.1.1 **General.** County is authorized to make Changes in the Work in accordance with the provisions of this Article 7.
- 7.1.2 **Contract Adjustments.** Contract Adjustments shall only be permitted as follows: (1) the Contract Price shall only be adjusted by means of a Change Order or Unilateral Change Order for Compensable Change, Deleted Work or Compensable Delay; and (2) the Contract Time shall be adjusted by means of a Change Order or Unilateral Change Order for Excusable Delay, Compensable Delay or Deleted Work. All Contract Adjustments to the Contract Price shall conform, without limitation, to the requirements of this Article 7. All Contract Adjustments to the Contract Time shall conform, without limitation, to the applicable requirements of this Article 7 and Article 8, below.
- 7.1.3 Exclusive Rights. The rights expressly set forth in the Contract Documents for Contract Adjustments constitute Contractor's exclusive rights for additional compensation or extensions of time and are intended to be in lieu of and wholly replace any other such rights and remedies that Contractor has under Applicable Laws for recovery or

relief on account of Loss or Delay in connection with performance of the Work, it being the intent of the County and Contractor that if circumstances arise for which the Contract Documents do not provide to Contractor an express right to a Contract Adjustment, then such omission of an express right shall conclusively be deemed to mean that no right to a Contract Adjustment was intended; and, consistent with that intent, no right to a Contract Adjustment on account of such circumstances shall by any means, legal or equitable, of interpretation, construction, inference, implication or application be considered, found or adjudged to exist.

- 7.1.4 Written Authorization. Any Change performed by Contractor pursuant to any direction other than a duly authorized and executed Change Order, Unilateral Change Order or Construction Change Directive shall be at Contractor's Own Expense.
- 7.1.5 **Prompt Performance**. Subject to the procedures set forth in this <u>Article 7</u> and elsewhere in the Contract Documents, all Changes shall be performed promptly and without Delay.

7.2 SIGNATURES AND AUTHORIZATIONS

- 7.2.1 Parties. A Change Order shall be executed by County and Contractor. A Unilateral Change Order shall be executed by the County. Construction Change Directives shall be executed in accordance with <u>Section 7.5</u>, below.
- 7.2.2 Form. Change Orders, Unilateral Change Orders and Construction Change Directives shall be executed using forms furnished by County or, if requested by County, using forms furnished by Contractor that are approved by County.

7.2.3 Authorization.

.1 Compensable Changes.

- (1) Director of Facilities Management. A Compensable Change shall be performed by Contractor only if authorized by a Change Order, Unilateral Change Order or Construction Change Directive signed by the Director of Facilities Management in accordance with the requirements of this Article 7; provided, however, that the Director of Facilities Management's authority to bind the County to a Contract Adjustment shall be subject to the limitations of Public Contract Code §20142.
- (2) County's Project Manager. The person identified by County as its "project manager" for the Project shall have the right to exercise the Director of Facilities Management's authority under this <u>Paragraph 7.2.3</u>, but only if and to the extent that such authority is expressly given to such project manager in a writing signed by the Director of Facilities Management (and not by a designee of the Director of Facilities Management).
- (3) Board of Supervisors. Except as otherwise provided in Subparagraph 7.2.3.1 (4), below, if a Contract Adjustment increasing the Contract Price would exceed the limitations of Public Contract Code §20142, then in addition to written authorization by the Director of Facilities Management, such Compensable Change shall be performed only if approved by a vote of the Board of Supervisors in accordance with the requirements of Applicable Laws.
- whether a particular portion of the Work constitutes a Compensable Change or (b) the amount of the Contract Adjustment to which Contractor is entitled on account of a Compensable Change, then, notwithstanding such dispute, the Contractor shall, if ordered to do so in a Construction Change Directive signed by the Direct of Facilities Management, perform the disputed Work without Delay. Such direction by County shall not be interpreted as an agreement or admission by County that the disputed Change constitutes Extra Work or a Compensable Change for which Contractor is entitled to a Contract Adjustment. Compliance by Contractor with such direction shall not be interpreted as a waiver of Contractor's right to a Contract Adjustment if and to the extent that Contractor is entitled to a Contract Adjustment or Claim under the terms of the Contract Documents, including, without limitation, the right of Contractor to recover upon a Claim for the amount of any excess in the event that it is adjudged that the amount of the Contract Adjustment to which Contractor is entitled exceeds the limits of Public Contract Code §20142.

.2 WRITING OF ESSENCE. IT IS OF THE ESSENCE TO THE CONSTRUCTION CONTRACT BETWEEN CONTRACTOR AND COUNTY THAT ALL CHANGES MUST BE AUTHORIZED IN ADVANCE, IN WRITING, AS REQUIRED BY THIS ARTICLE 7. ACCORDINGLY, NO VERBAL DIRECTIONS, COURSE OF CONDUCT BETWEEN THE PARTIES, EXPRESS OR IMPLIED ACCEPTANCE OF CHANGES OR OF THE WORK, OR CLAIM THAT THE COUNTY HAS BEEN UNJUSTLY ENRICHED (WHETHER OR NOT THERE HAS BEEN SUCH ENRICHMENT) SHALL BE THE BASIS FOR A CONTRACT ADJUSTMENT IF CONTRACTOR HAS NOT OBTAINED ADVANCE WRITTEN AUTHORIZATION IN THE MANNER REQUIRED BY THIS ARTICLE 7.

7.3 CHANGE ORDERS

- 7.3.1 **Purpose.** The purpose of a Change Order is to establish the terms of the County's and Contractor's mutual agreement to a Contract Adjustment.
 - 7.3.2 Content. A Change Order is a written instrument, prepared by the County, stating:
 - .1 a Compensable Change or Deleted Work;
 - .2 a Compensable Delay or Excusable Delay;
 - .3 the amount of the Contract Adjustment, if any, to the Contract Price; and/or
 - .4 the extent of the Contract Adjustment, if any, to the Contract Time.

7.4 UNILATERAL CHANGE ORDERS

- 7.4.1 **Purpose.** The purpose of a Unilateral Change Order is to establish the County's estimate of a disputed Contract Adjustment.
- 7.4.2 **Good Faith Determination.** The County's determination in a Unilateral Change Order of a Contract Adjustment shall be based upon a Good Faith Determination by County of the Contract Adjustment that is appropriate under the circumstances and consistent with the terms of the Contract Documents.
- 7.4.3 Claim by Contractor. If Contractor disputes any portion of the County's Good Faith Determination of a Contract Adjustment that is set forth in a Unilateral Change Order, Contractor shall file, within thirty (30) Days after issuance of the Unilateral Change Order by County, a Claim pursuant to Section 4.3, above. The amount of the Contract Adjustment requested in the Claim shall not exceed the difference between the amount (either in terms of dollar amount or number of Days) of the Contract Adjustment requested by Contractor and the amount (either in terms of dollar amount or number of Days) of the Contract Adjustment granted in the Unilateral Change Order. Contractor shall have no reserved right, and hereby waives any such right that may exist under Applicable Laws, to seek in such Claim a Contract Adjustment or recovery that is based upon any amount (either in terms of dollar amount or number of Days) that is in excess of such difference.

7.4.4 WAIVER BY CONTRACTOR.

FAILURE BY CONTRACTOR TO SUBMIT A CLAIM PURSUANT TO <u>SECTION 4.3</u>, ABOVE, WITHIN THIRTY (30) DAYS AFTER ISSUANCE OF A UNILATERAL CHANGE ORDER BY COUNTY SHALL, IN ACCORDANCE WITH THE PROVISIONS OF <u>SECTION 4.6</u> OF THE GENERAL CONDITIONS, CONSTITUTE A WAIVER BY CONTRACTOR OF THE RIGHT TO FURTHER RECOURSE OR RECOVERY BASED ON AN ASSERTION THAT THE AMOUNT OF THE CONTRACT ADJUSTMENT ON ACCOUNT OF THE CHANGE OR DELAY DESCRIBED IN SUCH UNILATERAL CHANGE ORDER SHOULD BE DIFFERENT THAN THE AMOUNT OF THE COUNTY'S GOOD FAITH DETERMINATION OF THE CONTRACT ADJUSTMENT AS SET FORTH IN SUCH UNILATERAL CHANGE ORDER.

7.5 CONSTRUCTION CHANGE DIRECTIVES

- 7.5.1 **Purpose.** The purpose of a Construction Change Directive is to: (1) direct the performance of a Change that does not involve a Contract Adjustment; (2) establish a mutually agreed basis for compensation to Contractor for a Compensable Change under circumstances where performance of the Compensable Change needs to proceed in advance of the County performing a full evaluation of the Contractor's rights relative to a Contract Adjustment; or (3) direct performance of Work or a Change with respect to which there exists a dispute or question regarding the terms of a Contract Adjustment.
- 7.5.2 No Contract Adjustment. A Construction Change Directive that directs the performance of Work or a Change that does not involve a Contract Adjustment to the Contract Price or Contract Time may be authorized by either the Direct of Facilities Management or the County's project manager and shall be promptly performed by Contractor so as to not cause Delay to any other portion of the Work. A Construction Change Directive directing performance of a Change that does not contain any statement indicating that a Contract Adjustment is requested or required shall be conclusively presumed to be a Change that is not a Compensable Chang and no Contract Adjustment increasing the Contract Price or Contract Time will be made on account thereof.
- 7.5.3 Agreed Contract Adjustment. A Construction Change Directive that contains a complete or partial agreement by the County and Contractor with respect to the Contractor's right to, or the amount of, a Contract Adjustment shall be authorized in accordance with, conform to the requirements of and be binding upon County and Contractor as provided for in, this Paragraph 7.5.3.
- .1 Complete Agreement. Each Construction Change Directive involving a Compensable Change or Deleted Work with respect to which there is complete agreement on the terms of the Contract Adjustment shall comply with the following:
- (1) Statement of Agreement. A statement shall be included that the County and Contractor are in agreement on all of the terms of the Contract Adjustment related to performance of such Compensable Change and set forth a full description of the terms of the Contract Adjustment, including, without limitation, its effect on the Contract Price and Contract Time.
 - (2) Legal Effect.
 - (a) Upon Contractor.

THE AGREED TERMS OF THE CONTRACT ADJUSTMENT WITH RESPECT TO WHICH THERE IS A STATEMENT OF FULL AGREEMENT ON THE TERMS OF THE CONTRACT ADJUSTMENT FOR A CHANGE IN THE WORK SHALL BE FINAL AND BINDING UPON CONTRACTOR. ANY RIGHT OR CLAIM BY CONTRACTOR FOR ANY ADDITIONAL COMPENSATION OR EXTENSION OF TIME RELATING DIRECTLY OR INDIRECTLY TO SUCH CHANGE SHALL BE CONCLUSIVELY DEEMED WAIVED BY CONTRACTOR, EVEN IF THE CIRCUMSTANCES GIVING RISE TO SUCH ADDITIONAL COMPENSATION OR EXTENSION OF TIME WERE NOT SUSPECTED BY OR KNOWN TO THE CONTRACTOR AT THE TIME OF EXECUTION OF THE CONSTRUCTION CHANGE DIRECTIVE AND IF SUSPECTED OR KNOWN WOULD HAVE BEEN CONSIDERED BY CONTRACTOR TO HAVE BEEN MATERIAL TO CONTRACTOR'S AGREEMENT TO THE CONTRACT ADJUSTMENT SET FORTH IN THE CONSTRUCTION CHANGE DIRECTIVE.

(b) Upon County. In recognition of the fact that Construction Change Directives may be issued under circumstances in which the County may not have had the access to pertinent information required for the County to fully evaluate the circumstances giving rise to the Change, it is agreed that neither the issuance nor execution of, nor any statement contained in, nor any course of conduct in connection with, a Construction Change Directive (including, without limitation, a Construction Change Directive that constitutes a full agreement by County and Contractor on the terms of a Contract Adjustment) shall be interpreted as a waiver, release or settlement of any of County's rights relating to the subject matter of the Construction Change Directive, or as creating or implying any right of Contractor to a Contract Adjustment, if it is found by County upon further investigation that circumstances existed, not known to County at the time of executing the Construction Change Directive, demonstrating that the Contractor was not in fact entitled to a Contract Adjustment or was entitled to a Contract Adjustment on different terms than those agreed to in the Construction Change Directive.

- .2 Partial Agreement. Each Construction Change Directive involving a Compensable Change or Deleted Work with respect to which there is only agreement on a portion of the terms of a Contract Adjustment shall comply with the following:
- (1) Agreed Terms. The Construction Change Directive shall state those terms of the Contract Adjustment as to which there is agreement.
- (a) Legal Effect. Except to the extent of any additional open (i.e., non-agreed) terms stated or reserved in the Construction Change Directive, such agreement shall have the same legal effect set forth in Subparagraph 7.5.3.1 (2), above.
- (b) Time and Materials. In the event that County and Contractor agree in the Construction Change Directive to the "time and materials" method of calculation set forth in <u>Subparagraph 7.7.1.1 (4)</u>, below, but do not agree upon a maximum price, then the total cost to County for the Work covered by the Construction Change Directive shall under no circumstances exceed a price that is reasonable, competitive and fair to County given the amount and type of Work involved and the circumstances under which the Compensable Change is performed.
- (2) Open Terms. The Construction Change Directive shall state those terms of the Contract Adjustment that are "open" or "disputed"; meaning those terms as to which the County and Contractor did not reach agreement.
- (a) ROM Estimate. If such open terms involve the amount of the Contract Adjustment to the Contract Price or Contract Time on account of a Compensable Change, then the Construction Change Directive shall also include a Reasonable Order of Magnitude Estimate prepared by Contractor, or prepared by County and acknowledged in writing as accepted by Contractor, of the probable amount of the Contract Adjustment to the Contract Price and Contract Time associated with performance of the Compensable Change.
- (i) a guarantee by Contractor that the amount of the Contract Adjustment to the Contract Price or Contract Time that may be associated with the Compensable Change or Deleted Work covered by such Construction Change Directive may not exceed the Reasonable Order of Magnitude Estimate nor (ii) authorization or agreement by County to a Contract Adjustment based on the amounts set forth in such Reasonable Order of Magnitude Estimate.
- Change Directive an agreement that the Contractor is entitled to a Contract Adjustment to the Contract Price on account of a Compensable Change, but do not state therein an agreement upon the method of calculation to be used for the Contract Adjustment from among the optional methods of calculation set forth in Paragraph 7.7.1, below, and if the County nonetheless directs Contractor to perform the Compensable Change pending future agreement on the amount of the Contract Adjustment, then it shall be conclusively presumed that County and Contractor have agreed that such Compensable Change shall be performed and compensated based upon the "time and materials" method of calculation set forth in Subparagraph 7.7.1.1 (4), below, and that the total Contract Adjustment for performance thereof shall under no circumstances exceed a price that is reasonable, competitive and fair to County given the amount and type of Work involved and the circumstances under which the Compensable Change is performed.
- 7.5.4 **Disputed Contract Adjustment**. Each Construction Change Directive involving a Contract Adjustment with respect to which there is a dispute or partial agreement shall, if Contractor is ordered to do so in a Construction Change Directive signed by the Director of Facilities Management, be performed by Contractor without Delay. Except as otherwise provided elsewhere in this Section 7.5, with respect to any open terms as to which the County and Contractor have not reached agreement both County and Contractor shall be deemed to have reserved their respective rights and defenses.
- 7.5.5 Other Notices. With respect to any Contract Adjustment or portion of a Contract Adjustment that is not fully resolved in a Construction Change Directive, neither issuance nor execution of such Construction Change Directive shall be interpreted as relieving Contractor of its obligation to comply with the requirements of these General Conditions relative to timely submission of notices required by the Contract Documents, including, without limitation, Notice of Change, Change Order Request, Notice of Delay or Request for Extension.

7.6 PROCEDURES

7.6.1 Notice of Change.

- Submission. Contractor shall submit a written Notice of Change to County if any instruction, request, drawing, specification, action, condition, omission, default or other circumstance occurs that constitutes a Compensable Change, Deleted Work, Compensable Delay or other matter that may involve or require a Contract Adjustment (additive or deductive). Such notice shall be provided prior to commencement of performance of the Work affected and no later than three (3) working days after the Discovery Date of such circumstance.
- .2 Form. Notices of Change shall be provided using forms furnished by County or, if requested by County, using forms furnished by Contractor that are approved by County. Failure by County to request or approve a particular form shall not relieve Contractor of its obligation to provide a Notice of Change in a written form that complies with the requirements specified in <u>Subparagraph 7.6.1.3</u>, below.
 - .3 Content. Each Notice of Change in order to be considered complete shall include:
- a general statement of the circumstances giving rise to the Notice of Change (including, without limitation, identification of any related Construction Change Directive);
- (2) a Reasonable Order of Magnitude Estimate by Contractor of any related Contract Adjustments (additive and deductive) to the Contract Price; and,
- (3) if such circumstances involve a right to adjustment of the Contract Time due to Compensable Delay or Excusable Delay that has not been waived pursuant to <u>Subparagraph 8.2.2.4</u>, below, or <u>Subparagraph 8.2.3.4</u>, below, Contractor shall include, if not previously provided, a complete and timely Notice of Delay.

.4 WAIVER BY CONTRACTOR.

FAILURE BY CONTRACTOR TO PROVIDE A COMPLETE AND TIMELY NOTICE OF CHANGE UNDER CIRCUMSTANCES WHERE A NOTICE OF CHANGE INVOLVING A CHANGE IS REQUIRED BY THIS PARAGRAPH 7.6.1 SHALL, IN ACCORDANCE WITH THE PROVISIONS OF SECTION 4.6 OF THE GENERAL CONDITIONS, CONSTITUTE A WAIVER BY CONTRACTOR OF THE RIGHT TO A CONTRACT ADJUSTMENT ON ACCOUNT OF SUCH CIRCUMSTANCES AND A WAIVER OF ANY RIGHT TO FURTHER RECOURSE OR RECOVERY BY REASON OF OR RELATED TO SUCH CHANGE.

.5 **Deductive Adjustments.** Failure by Contractor to submit a timely or proper Notice of Change under circumstances in which a Notice of Change is required shall in no way affect County's right to any deductive Contract Adjustment on account of such circumstances.

7.6.2 Change Order Request.

- .1 Submission. With respect to any matter that may involve or require a Contract Adjustment (additive or deductive) of the Contract Price, Contractor shall, within fourteen (14) Days after receipt by the County of a Notice of Change pursuant to Paragraph 7.6.1, above, submit to the County a written Change Order Request.
- .2 Form. Change Order Requests shall be provided using forms furnished by County or, if requested by County, using forms furnished by Contractor that are approved by County. Failure by County to request or approve a particular form shall not relieve Contractor of its obligation to provide a Change Order Request in a written form that complies with the requirements stated in Subparagraph 7.6.2.3, below.
 - .3 Content. Each Change Order Request in order to be considered complete shall include:
- (1) a detailed description of the circumstances for the Compensable Change, Deleted Work or Compensable Delay;

- (2) a complete, itemized cost breakdown (additive and deductive) of the Allowable Costs that form the basis for the Contractor's request for Contract Adjustment, including: (a) if the pricing is based on time and materials charges, all of Contractor's and each Subcontractor's Allowable Costs (including, without limitation, quantities, hours, unit prices, and rates) and Allowable Markups and (b) if the pricing is in the form of a lump sum price a detailed breakdown of the lump sum price into its component and individual items of Allowable Costs and Allowable Markup; and
- if such circumstances involve a right to a Contract Adjustment of the Contract Time due to Compensable Delay or Excusable Delay that has not been waived pursuant to <u>Subparagraph 8.2.2.4</u>, below, or <u>Subparagraph 8.2.3.4</u>, below, Contractor shall include, if not previously provided, a complete and timely Request for Extension.

4 WAIVER BY CONTRACTOR.

FAILURE BY CONTRACTOR TO PROVIDE A COMPLETE AND TIMELY CHANGE ORDER REQUEST UNDER CIRCUMSTANCES WHERE A CHANGE ORDER REQUEST INVOLVING A CHANGE IS REQUIRED BY THIS PARAGRAPH 7.6.2 SHALL, IN ACCORDANCE WITH THE PROVISIONS OF SECTION 4.6 OF THE GENERAL CONDITIONS, CONSTITUTE A WAIVER BY CONTRACTOR OF THE RIGHT TO A CONTRACT ADJUSTMENT ON ACCOUNT OF SUCH CIRCUMSTANCES AND A WAIVER OF ANY RIGHT TO FURTHER RECOURSE OR RECOVERY BY REASON OF OR RELATED TO SUCH CHANGE.

- .5 **Deductive Adjustments.** Failure by Contractor to submit a timely or proper Change Order Request under circumstances in which a Change Order Request is required shall in no way affect County's right to any deductive Contract Adjustment on account of such circumstances.
- 7.6.3 **Formal Notice of Essence**. Contractor recognizes and acknowledges that timely submission of a formal Notice of Change and Change Order Request, whether or not the circumstances of the Change may be known to the County or available to County through other means, is not a mere formality but is of crucial importance to the ability of County to promptly identify, prioritize, evaluate and mitigate the potential effects of Changes. Any form of informal notice, whether verbal or written (including, without limitation, statements in Requests for Information, statements at regular job meetings or entries on monthly reports, daily logs or job meeting minutes), that does not strictly comply with the formal requirements of <u>Paragraph 7.6.1</u>, above, and <u>Paragraph 7.6.2</u>, above, shall therefore be insufficient.

7.7 PRICING

7.7.1 Basis of Calculation.

- .1 Changes Not Involving Time. Contract Adjustments to the Contract Price on account of Compensable Changes or Deleted Work, other than Contract Adjustments to the Contract Price for Compensable Delay, shall be calculated according to one of the following methods:
- (1) Lump Sum. By mutual acceptance of a lump sum proposal from Contractor based solely on Allowable Costs and Allowable Markups, that is properly itemized and supported by sufficient substantiating data to permit evaluation.
- (2) Unit Prices. By the unit prices set forth in the Construction Contract or such other unit prices as are subsequently and mutually agreed to in writing between the County and Contractor, with no amount added thereto for Allowable Markups.
- (3) Estimating Guides. For Compensable Changes with respect to which County elects to make a unilateral and final determination pursuant to Paragraph 7.7.11, below, by the sum of all the following:
- (a) Materials. The reasonable value of materials and equipment documented as having been actually incorporated into the Work, which reasonable value may be less but shall never be more than Contractor's actual Allowable Costs therefor.

- (b) Labor. An estimate of the reasonable costs of labor, installation and other services using the lower of the estimated prices for the locale of the Project (or if prices are not reported for the locale of the Project, the estimated prices that are reported for the region in which the Project is located) as reported in following recognized estimating guides: (i) R. S. Means Company, Inc. Building Construction Cost Data, Western Region Latest Edition, P.O. Box 800 Kingston, MA 02364-800; or (ii) Lee Saylor, Inc. Current Construction Costs Latest Edition, 9420 Topanga Canyon Boulevard, Woodland Hills, CA 91311.
- (c) Allowable Markup. The amount that results when the applicable Allowable Markup is applied to the sum of the amounts derived from preceding Clauses (a) and (b) of this <u>Subparagraph 7.7.1.1</u> (3).

(4) Time and Materials.

(a) Compensable Changes.

- (i) Contract Adjustment. With respect to Compensable Changes, if none of the methods provided for in Subparagraphs 7.7.1.1 (1) through 7.7.1.1 (3), above, is applicable, then the additive amount increasing the Contract Price shall be calculated by taking (A) the total of the reasonable expenditures by Contractor and its Subcontractors, documented in the manner required by Paragraph 7.7.2, below, for Allowable Costs that are actually and directly incurred and paid in the performance of the Compensable Change, not to exceed for any Compensable Change a price that is reasonable, competitive and fair to County given the amount and type of Work involved and the circumstances under which the Compensable Change is performed, and (B) adding thereto the amount which results when the applicable Allowable Markups are applied to such total specified in preceding Clause (A) of this Subparagraph 7.7.1.1 (4) (a) (1).
- (ii) T & M/Guaranteed Maximums. A Contract Adjustment that is calculated pursuant to this <u>Subparagraph 7.7.1.1 (4)</u> shall be subject to a not-to-exceed or guaranteed maximum price if such not-to-exceed or guaranteed maximum price has been mutually agreed upon between County and Contractor.
- (iii) Lump Sum Options. If Contractor has reason to believe that a lump sum or unit price for a Subcontractor's performance of a portion of Extra Work authorized to be performed on a time and materials basis is available and Contractor has reason to believe such price is lower than the price that would be charged by the Subcontractor pursuant to the foregoing time and materials calculation, then Contractor has an obligation to inform County of that fact (along with the provision to the County of a complete itemized breakdown in accordance with Subparagraph 7.6.2.3(2), above) so as to afford County the opportunity, on a fully informed basis as to the component Allowable Costs and Allowable Markups that comprise such price, to avail itself of such favorable pricing.
- (b) Deleted Work. With respect to Deleted Work (whether or not the Deleted Work involves a related Compensable Change as described in Paragraph 7.7.8, below), if none of the methods provided for in Subparagraphs 7.7.1.1 (1) through 7.7.1.1 (3), above, is applicable, then, in addition to the reduction, if any, that may be due to Owner pursuant to Subparagraph 8.2.6.2, below, (pertaining to Contract Adjustments shortening the Contract Time due to Deleted Work) and any additional reductions or credits to which County may be entitled under Paragraph 7.7.5, below, the Contract Price shall be reduced by the greater of either:
- attached to the Construction Contract, inclusive of all estimated markups by Contractor and any Subcontractor for overhead and profit set forth in the Schedule of Values (or, if insufficient detailed information on costs, overhead and profit for the Deleted Work is explicitly assigned in the Schedule of Values, as derived from the cost, bidding and/or estimating information that formed the basis for the establishment of the values set forth in such Schedule of Values); or
- (ii) a reasonable estimate of the value of the Deleted Work (inclusive of all costs, overhead and profit) as of the date that the Construction Contract was executed by County and Contractor.
- .2 Changes Involving Time. Contract Adjustments that are based on an extension of the Contract Time for Compensable Delay or a shortening of the Contract Time due to Deleted Work shall be calculated in the manner stated in the provisions of Section 3.3 of the Construction Contract and Article 8, below. Contract

Adjustments that are based on an acceleration in performance of the Work that is ordered by County in writing to overcome a Compensable Delay for which the Contractor is entitled to an extension of the Contract Time that has been properly requested and is not granted by County due to a County decision to accelerate rather than extend the Contract Time shall be calculated in the manner stated in the provisions of Article 8, below.

- 7.7.2 Time and Materials Documentation. Without limitation to any other provisions of the Contract Documents, Contractor's right to reimbursement of Allowable Costs incurred by Contractor or Subcontractors in the performance of a Compensable Change for which the Contract Adjustment is calculated pursuant to the time and materials method set forth in Subparagraph 7.7.1.1 (4), above, shall be conditioned on Contractor's compliance with the following conditions with respect to documentation of the Extra Work that is involved in the performance of the Compensable Change:
- Labor. At the close of each Day on which such Extra Work is performed, Contractor shall submit to County and, if requested, to the Inspector of Record, an Extra Work report, on forms provided by County, that sets forth with respect to each and all of the actual hours spent in performance of the Extra Work on the Day that the Extra Work was performed the following: the names of the workers, their classifications, hours worked and hourly rates. Such forms shall include a written certification by Contractor's project manager or superintendent at the time of submission that the information contained therein is complete and accurate.
- .2 Materials, Equipment. At the close of each Day on which such Extra Work is performed, Contractor shall submit to County and, if requested, to the Inspector of Record, an Extra Work report, on forms provided by County, that sets forth with respect to each and all of the materials and equipment used or consumed in the performance of the Extra Work on the Day that the Extra Work was performed, the following: a list of the materials and equipment, prices or rates charged, in the case of equipment a description of the type of equipment, identification number, and hours of operation (including loading and transportation), and copies of delivery tickets, invoices or other documentation confirmatory of the foregoing.
- .3 Other Expenditures. At the close of each Day on which such Extra Work is performed, Contractor shall submit to County and, if requested, to the Inspector of Record, an Extra Work report, on forms provided by County, that sets forth a list of other expenditures constituting Allowable Costs incurred in performance of the Extra Work on the Day that the Extra Work was performed, along with documentation verifying the amounts thereof in such detail as County may require.
- .4 Subsequent Documentation. Documentation not available on any Day that a portion of the Extra Work is performed shall be submitted as soon as they are available but not later than twenty-one (21) Days after the earlier of the Day of delivery or incorporation of the particular item of Extra Work at the Site.
- .5 Subcontractor Costs. Extra Work performed by Subcontractors on a time and materials basis shall documented in the same manner as required of Contractor under this Paragraph 7.7.2. If Owner approves of a lump sum price for a Subcontractor's performance of Extra Work, then Contractor shall submit in lieu of the documentation otherwise required by this Subparagraph 7.7.2.5, such documentation as may be requested by Owner confirming the Extra Work performed on any given Day.
- .6 Authentication. In addition to the foregoing, County may require that Contractor comply with other reasonable requirements pertaining to observation and verification of time and materials work and authentication of time and materials tickets and invoices by persons designated by County for such purpose.

.7 WAIVER BY CONTRACTOR.

THE FAILURE OF CONTRACTOR TO SUBMIT AUTHENTICATION OF COSTS IN THE MANNER REQUIRED BY THIS <u>PARAGRAPH 7.7.2</u> SHALL, IF COUNTY ELECTS IN ITS REASONABLE DISCRETION TO TREAT IT AS SUCH, CONSTITUTE A WAIVER BY CONTRACTOR OF ANY RIGHT TO A CONTRACT ADJUSTMENT FOR THE ALLOWABLE COSTS INCURRED FOR PERFORMANCE OF THAT PORTION OF THE EXTRA WORK FOR WHICH CONTRACTOR HAS FAILED TO PROVIDE SUCH AUTHENTICATION.

7.7.3 Allowable Costs. The term "Allowable Costs" (1) means the costs that are listed in this <u>Paragraph</u> 7.7.3 and (2) excludes costs that do not constitute Allowable Costs under <u>Paragraph 7.7.4</u>, below:

- Labor. Straight-time wages and, if specifically authorized by County in writing, overtime wages for employees employees employed at the Site, including wages for employees of Subcontractors performing engineering or fabrication detailing at locations other that at the Site. The use of a labor classification which would increase the Allowable Costs for Extra Work will not be permitted unless Contractor establishes the necessity for the use of such labor classification. Overtime wages and salaries shall only constitute an Allowable Cost to the extent permitted by the Contract Documents and only as specifically authorized by County in writing setting forth the amount of overtime anticipated, which amount shall be deemed the maximum amount of overtime reimbursable as an Allowable Cost. As part of the Allowable Costs permitted by this <u>Subparagraph 7.7.3.1</u>, Contractor shall be entitled to be reimbursed wages paid to a "time and materials clerk" employed by Contractor to track and document Compensable Changes that are authorized or permitted to be performed on a time and materials basis pursuant to <u>Subparagraph 7.7.1.1 (4)</u>, above, provided that the time expended by such employee is verified by contemporaneously maintained time sheets maintained by such clerk showing the actual time spent tracking and documenting the performance of Compensable Changes separately from other tasks or functions performed by such clerk.
- .2 Benefits. To the extent based on wages reimbursable under Subparagraph 7.7.3.1, above, net actual employer costs of payroll taxes (FICA, Medicare, SUTA, FUTA), insurance (as adjusted for experience modifiers, premium discounts, dividends, rebates, expense constants, assigned risk pool costs, net cost reductions due to policies with deductibles for self-insured losses, assigned risk rebates, or the like), health and welfare, pension, vacation, apprenticeship funds and benefits required by lawful collective bargaining agreements.
- .3 Materials. Costs of materials used or consumed in the Work. Such costs for Extra Work shall be at a price that is competitive to the price charged for similar materials delivered within the general vicinity of the Site by other subcontractors, suppliers, manufacturers and distributors. The cost for any such item that is not new shall mean "fair market value" based on the estimated price a reasonable purchaser would pay to purchase the used material at the time it was used or consumed for the Work, which fair market value must be declared by Contractor and approved by County prior to such use or consumption.
 - .4 Taxes. Sales taxes on the costs of the materials described in Subparagraph 7.7.3.3, above.
- Equipment Rental. Rental charges for necessary machinery and equipment, exclusive of hand tools, whether rented from Contractor or others. No charge shall be allowed or credit required for items which have a replacement value of One Hundred Dollars (\$100) or less. The allowable rental rates shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, loading, transportation, repairs and maintenance of any kind, depreciation, storage, insurance and all incidentals. If equipment used for Extra Work is used intermittently and, when not in use, could be returned to its rental source at less expense to County than holding it at the Site, it shall be returned, unless Contractor elects to keep it at the Site at no expense to County. Under no circumstances shall the aggregate rentals chargeable for any item of equipment exceed the following percentages of the fair market value of the item at the time of its first use for the Work, which fair market value must be declared by Contractor and approved by County prior to the first use of such item in or for the Work: (1) if the item is owned by the Contractor or any company affiliated with Contractor, the aggregate rentals shall not exceed 75% of such fair market value; and (2) if the item is not owned by the Contractor or any company affiliated with Contractor, the aggregate rentals shall not exceed 100% of such fair market value. All equipment shall be acceptable to County, in good working condition, and suitable for the purpose for which it is to be used. Manufacturer's ratings and manufacturer's approved modifications shall be used to classify equipment, and it shall be powered by a unit of at least the minimum rating recommended by the manufacturer. The cost of major repairs or overhauls of rented equipment or machinery shall be deemed a cost of business of the lessor of such equipment or machinery and shall not be reimbursable as an Allowable Cost.
- Subcontractors. Payments made by Contractor to Subcontractors; provided, however, that: (1) such payments are not otherwise precluded from reimbursement by the terms of the Contract Documents; (2) such payments are for Work performed in accordance with the requirements of the Contract Documents; (3) such payments are for amounts properly due and owing by Contractor under the terms of the governing contract between Contractor and such Subcontractor; and (4) in the case of payments for extra work performed by a Subcontractor pursuant to a change order executed between Contractor and a Subcontractor the change order was executed under circumstances in which the Subcontractor was entitled under the terms of its contract with Contractor to receive the amount of additional compensation agreed to in the change order.
 - .7 Royalties, Permits. Costs of royalties and permits.

- .8 Bonds. Costs of bonds required to be furnished by Contractor (not Subcontractors) under the terms of the Contract Documents; provided, however, that such additional costs chargeable for Extra Work or credited for Deleted Work shall not exceed two percent (2%) of the costs described in <u>Subparagraphs 7.7.3.1 through 7.7.3.7</u>, above.
- 7.7.4 **Costs Not Allowed.** Allowable Costs shall not include any of the costs associated with any of the following (whether incurred by Contractor or a Subcontractor):
 - .1 superintendent(s);
 - .2 assistant superintendent(s);
 - .3 project engineer(s);
 - .4 project manager(s);
 - .5 scheduler(s);
 - .6 estimator(s);
 - .7 drafting or detailing (except as otherwise permitted by Paragraph 7.7.3.1, above)
 - .8 vehicles not dedicated solely to the performance of the Work;
 - .9 small tools with a replacement value not exceeding One Hundred Dollars (\$100);
 - .10 office expenses, including staff, materials and supplies;
 - .11 on-Site and off-Site trailer and storage rental and expenses;
 - .12 Site fencing not added solely due to the performance of Extra Work;
 - .13 utilities, including gas, electric, sewer, water, telephone, telefax and copier equipment;
 - .14 computer and data-processing personnel, equipment and software;
 - .15 federal, state or local business, income and franchise taxes;
- .16 insurance (including, without limitation, general liability, automobile and worker's compensation);
- .17 without limitation to Contractor's right to liquidated damages under <u>Section 3.3</u> of the Construction Contract, Losses, of any kind, incurred by Contractor or a Subcontractor, of any Tier, that arise from or relate to Delay (including Excusable Delay, Compensable Delay or Unexcused Delay) or acceleration to overcome the effects of such Delay; and
- .18 costs and expenses of any kind or item not specifically and expressly included in <u>Paragraph</u> 7.7.3, above.
- 7.7.5 Allowable Markups. Allowable Markups consist of the percentages set forth provided for by this Paragraph 7.7.5. Allowable Markups are deemed to cover, without limitation, the following: (1) direct and indirect overhead (including, without limitation, consumables, small tools and cleanup) and profit of the Contractor; (2) direct and indirect overhead (including, without limitation, consumables, small tools and cleanup) and profit of the Subcontractors, of every Tier; and (3) all costs that are not reimbursable to Contractor under Paragraph 7.7.4, above. Subject to the exclusions and limitations set forth in Paragraph 7.7.7, below, or elsewhere in the Contract Documents, Allowable Markups include and are limited to the following:

.1 Self-Performed Work

- (1) Compensable Change. With respect to all or that portion of a Compensable Change involving Self-Performed Work, the Allowable Markup to Contractor shall be not more than five percent (5%), which percentage shall for purposes of calculating the Contract Adjustment be multiplied times the Allowable Costs incurred by Contractor in the performance thereof, including, without limitation, Allowable Costs for materials or equipment purchased by Contractor from a first-Tier Subcontractor that is not an Installation Subcontractor.
- (2) Deleted Work. With respect to all or that portion of Deleted Work involving Self-Performed Work, County shall be entitled to a credit equal to five percent (5%) of the amount of the credit for the savings to Contractor for the Self-Performed Work as calculated pursuant to Subparagraph 7.7.1.1 (4), (b), above.

.2 Installation Subcontractors (First-Tier)

- (1) Compensable Change. With respect to all or that portion of a Compensable Change that is performed by a first-Tier Installation Subcontractor, the Allowable Markups to the first-Tier Installation Subcontractor and the Contractor shall be as follows:
- (a) The Allowable Markup to the first-Tier Installation Subcontractor shall be not more than fifteen percent (15%), which percentage shall for purposes of calculating the Contract Adjustment be multiplied times the Allowable Costs incurred by such first-Tier Installation Subcontractor in the performance of such Compensable Change.
- (b) The Allowable Markup to Contractor shall be five percent (5%), which percentage shall for purposes of calculating the Contract Adjustment be multiplied times the sum of (i) the Allowable Costs incurred by such first-Tier Subcontractor in the performance of such Compensable Change and (ii) the amount which results when the Allowable Markups thereon that are permitted pursuant to preceding Clause (a) of this Subparagraph 7.7.5.2 (1) are multiplied times such Allowable Costs.
- (2) Deleted Work. With respect to all or that portion of Deleted Work that was to have been performed by a first-Tier Installation Subcontractor, the Contract Price shall be reduced as provided in Subparagraph 7.7.1.1 (4), (b), above. In addition, a credit shall be due from Contractor of five percent (5%) of the amount of the total credit due pursuant to Subparagraph 7.7.1.1 (4), (b), above.

.3 Installation Subcontractors (Second-Tier)

- (1) Compensable Change. With respect to all or that portion of a Compensable Change that is performed by a second-Tier Installation Subcontractor, the Allowable Markups to such second-Tier Installation Subcontractor, to the first-Tier Installation Subcontractor that is above and in the same vertical contractual line of Tiers with such second-Tier Installation Subcontractor and to the Contractor, shall be as follows:
- (a) The Allowable Markup to the second-Tier Installation Subcontractor shall be not more than five percent (5%), which percentage shall for purposes of calculating the Contract Adjustment be multiplied times the Allowable Costs incurred by such second-Tier Installation Subcontractor in the performance of such Compensable Change.
- (b) The Allowable Markup to the first-Tier Installation Subcontractor that is above and in the same vertical contractual line of Tiers with such second-Tier Installation Subcontractor shall be not more than fifteen percent (15%), which percentage shall for purposes of calculating the Contract Adjustment be multiplied times the sum of (i) the Allowable Costs incurred by such second-Tier Installation Subcontractor in the performance of such Compensable Change and (ii) the amount which results when the Allowable Markups thereon pursuant to preceding Clause (a) of this Subparagraph 7.7.5.3 (1) are multiplied times such Allowable Costs.
- (c) The Allowable Markup to Contractor shall be five percent (5%), which percentage shall for purposes of calculating the Contract Adjustment be multiplied times the sum of (i) the Allowable Costs incurred by the second-Tier Installation Subcontractor in the performance of such Compensable Change and (ii)

the amounts which result when the Allowable Markups thereon that are permitted pursuant to Clauses (a) and (b) of this Subparagraph 7.7.5.3 (1) are multiplied times such Allowable Costs.

(2) Deleted Work. With respect to all or that portion of Deleted Work that was to have been performed by a second-Tier Installation Subcontractor, the Contract Price shall be reduced as provided in Subparagraph 7.7.1.1 (4), (b), above. In addition, a credit shall be due from Contractor of five percent (5%) of the amount of the total credit due pursuant to Subparagraph 7.7.1.1 (4), (b), above.

.4 Other Subcontractors.

- (1) Compensable Changes: With respect to any other Subcontractor, of any Tier, performing all or a portion of a Compensable Change who is not an Installation Subcontractor or who is an Installation Subcontractor below the second-Tier, the following shall apply:
 - (a) No markup shall be allowed to such other Subcontractor.
- (b) The Subcontractor that is positioned in the Tier immediately above such other Subcontractor shall be entitled to an Allowable Markup of not more than five percent (5%) upon the Allowable Costs incurred by such other Subcontractor in the performance thereof.
- (c) No other Allowable Markup by any Subcontractor of any Tier above such other Subcontractor shall be permitted.
- (d) Contractor shall be entitled to an Allowable Markup of five percent (5%) of the sum of (i) the Allowable Costs of such other Subcontractor incurred in the performance of such Compensable Change and (ii) the amount which results when the Allowable Markup permitted by Clause (b) of this <u>Subparagraph 7.7.5.4 (1)</u> is multiplied times such Allowable Costs.
- **(2) Deleted Work.** With respect to all or that portion of Deleted Work that was to have been performed by such other Subcontractor who is not an Installation Subcontractor or who is an Installation Subcontractor below the second-Tier, the Contract Price shall be reduced as provided in <u>Subparagraph 7.7.1.1 (4), (b)</u>, above. In addition, a credit shall be due from Contractor of five percent (5%) of the amount of the total credit due pursuant to Subparagraph 7.7.1.1 (4), (b), above.
- 7.7.6 **Review of Markups**. It is Contractor's responsibility to review information submitted by Subcontractors to ensure that all markups comply with the requirements of the Contract Documents. Payment by the County of markups that exceed Allowable Markups shall not be considered as a waiver by County of the right to require repayment by Contractor of any markup charged that is in excess of Allowable Markups and such excess amounts shall be promptly paid by Contractor to County.

7.7.7 Exclusions and Limitations. Allowable Markups are not permitted:

- .1 on agreed unit prices;
- .2 on materials, products or equipment furnished by County;
- .3 on liquidated damages payable to Contractor pursuant to Section 3.3 of the Construction Contract for Compensable Delay;
- .4 to a Subcontractor who contracts to perform a Compensable Change that is in fact wholly performed by another Subcontractor (for purposes of this <u>Paragraph 7.7.7</u>, "wholly performed" means that all of the Compensable Change, other than supervision or minor labor or materials, are furnished by such other Subcontractor); or
- .5 on any cost or compensation with respect to which the Contract Documents state that there shall be "no Allowable Markup", "no markup for overhead and profit" or words of similar meaning.

- 7.7.8 **Net Calculations.** If any one Change or collection of Changes in the same or related portions of the Work, or in multiple portions of Work covered by a single bulletin or instruction by County, involve both Compensable Change and Deleted Work, and if the added Allowable Costs resulting from the Compensable Change exceed the reduction calculated in accordance with <u>Subparagraph 7.7.1.1 (4), (b)</u>, above, (excluding any Allowable Markup to the Contractor) then the calculation of Allowable Markups to Contractor shall be based on and limited to the resulting net increase in the Allowable Costs.
- 7.7.9 Unit Prices. Unless otherwise stated in the Contract Documents, unit prices stated in the Contract Documents or subsequently agreed upon by County and Contractor shall be deemed to include and encompass all costs of performance, overhead and profit, including, without limitation, all Allowable Costs and Allowable Markups. If the unit price stated in the Contract Documents is based on an estimated quantity established by County in the Construction Contract and the actual quantity of such unit-priced item varies by more than 25% above or below the estimated quantity, an equitable adjustment in the Contract Price shall be made upon demand of either County or Contractor. Such equitable adjustment shall be based solely upon any increase or decrease in Allowable Costs (without any Allowable Markups), due solely to the variation above 125% or below 75% of the estimated quantity.
- 7.7.10 **Discounts.** For purposes of determining Allowable Costs of a Compensable Change, all trade discounts, rebates, refunds, and returns from the sale of surplus materials and equipment shall accrue and be credited to County, and Contractor shall take all necessary steps to ensure that such discounts, rebates, refunds, and returns are secured.
- 7.7.11 **Prompt Pricing.** It is fundamental to the County's objective of controlling costs that performance of Compensable Changes on a time and materials basis of compensation and without a not-to-exceed price be curtailed. Contractor recognizes that prompt pricing by Contractor is critical to this objective. Accordingly, in addition to and without limitation on any of the County's other rights or remedies, including, without limitation, its right to enforce a waiver under Subparagraph 7.6.2.4, above, it is agreed that if Contractor fails to timely submit a complete Change Order Request in accordance with Paragraph 7.6.2, above, with respect to any circumstance, event or occurrence constituting a Compensable Change then: (1) any Delay to the performance of the Work associated with the performance, delayed performance or nonperformance of such Compensable Change shall be conclusively deemed to be an Unexcused Delay; and (2) the County shall have the option, exercised in its sole discretion, to unilaterally fix and determine the amount of the Contract Adjustment to the Contract Price for such Compensable Change based on the "estimating guide" method set forth in Subparagraph 7.7.1.1 (3), above, which determination shall be conclusively final and binding upon Contractor.
- 7.7.12 Final Payment. No Claim by Contractor for a Contract Adjustment shall be allowed if asserted after Final Payment.
- 7.7.13 Full Resolution. Except as otherwise stated in Paragraph 7.7.14, below, the signing of a Change Order by Contractor and the County shall be conclusively deemed to be a full resolution, settlement and accord and satisfaction with respect to any and all Loss and Delay, whether known or unknown at the time of execution of the Change Order, related to the subject matter of the Change Order, including, without limitation, all rights to recovery of costs, expenses or damages for delay, disruption, hindrance, interference, extended or extraordinary (direct and indirect) overhead, multiplicity of changes, loss of productivity, labor, wage or material cost escalations, inefficiency, legal expenses, consultant costs, interest, lost profits or revenue, bond and insurance costs, changes in taxes and other similar and related Losses. The foregoing provisions of this Paragraph 7.7.13 shall, whether or not they are expressly stated or referenced on the face of a Change Order, be deemed to be part of the terms of the Change Order and shall be deemed to supersede and govern over any other provision contained in any proposal, estimate or other documents attached to or referenced in such Change Order that conflicts with the provisions of this Paragraph 7.7.13. ANY RIGHT OR CLAIM BY CONTRACTOR FOR ANY ADDITIONAL COMPENSATION OR EXTENSION OF TIME RELATING DIRECTLY OR INDIRECTLY TO A COMPENSABLE CHANGE DESCRIBED IN A FULLY EXECUTED CHANGE ORDER SHALL BE CONCLUSIVELY DEEMED WAIVED BY CONTRACTOR, EVEN IF THE CIRCUMSTANCES GIVING RISE TO SUCH ADDITIONAL COMPENSATION OR EXTENSION OF TIME WERE NOT SUSPECTED BY OR KNOWN TO THE CONTRACTOR AT THE TIME OF EXECUTION OF THE CONSTRUCTION CHANGE DIRECTIVE AND IF SUSPECTED OR KNOWN WOULD HAVE BEEN CONSIDERED BY CONTRACTOR TO HAVE BEEN MATERIAL TO CONTRACTOR'S AGREEMENT TO THE CONTRACT ADJUSTMENT SET FORTH IN THE CHANGE ORDER.

- 7.7.14 Reserved Rights. Change Orders shall be executed by Contractor without any express reservation of rights by Contractor to reserve for the future the assertion of any right of recovery from the County for Loss or Delay arising out of or relating to the subject matter of the Change Order. Execution of a Change Order, Unilateral Change Order or Construction Change Directive shall not be interpreted as a waiver, release or settlement of any rights or claims that the County may have for any of the following: (1) Defective Work; (2) liquidated damages or actual Losses for Delay; or (3) recoupment by County (by way of withholding of funds, set off or recovery from Contractor) of amounts paid by County for costs or markups on costs that the County discovers, following payment of such amounts to Contractor, do not constitute proper charges to County, or that constitute charges that are not properly substantiated, under the terms of the Contract Documents.
- 7.7.15 No "Total Cost" Calculations. Contractor represents and warrants that it has the ability to generate and maintain complete and accurate cost accounting records that, if required, will reflect the actual costs of the Work incurred or avoided for multiple Compensable Changes and, on an event-by-event basis, the effect of multiple and concurrently occurring or caused Compensable Delays on the progress of the Work. Accordingly, Contractor agrees that all Change Order Requests and Claims shall be itemized in a manner that, with reasonable mathematical certainty and without reliance upon probabilities or inferences, segregates on a discrete, event-by-event basis the direct, actual Allowable Costs associated with each individual Compensable Change or Compensable Delay. Unless otherwise agreed to by County in writing in the exercise of its sole discretion, Change Order Requests and Claims shall not be based, in whole or in part, upon any methodology (such as "total cost" or "modified total cost" methodologies) that purports to establish Contractor's entitlement to additional compensation inferentially based, solely or principally, on the difference between Contractor's total costs for the Work or a portion of the Work and its original Bid.
- 7.7.16 **Multiple Changes**. The County reserves the absolute right to make whatever Changes, including, without limitation, Compensable Changes or Deleted Work, that it determines, in its sole discretion, are necessary or otherwise desirable. Under no circumstances shall the individual or cumulative number, value or scope of such Changes, or their individual and cumulative impact on the Work, become a basis for Contractor to assert any claim for breach of contract, abandonment, rescission, termination, cardinal change or reformation of the Construction Contract, nor shall such circumstances be the basis for Contractor, or any of the Subcontractors, of any Tier, to assert a right of recovery of any Loss if such right is not permitted by, or is in excess of that allowed under, the Contract Documents.
- 7.7.17 **Continuous Performance.** Subject to Contractor's rights under <u>Section 15.4</u>, below, no dispute or disagreement with respect to any Changes or Delay, including, without limitation, disputes over Contractor's right to or the terms of a Contract Adjustment, shall relieve or excuse Contractor from the obligation to proceed with and maintain continuous, expeditious and uninterrupted performance of the Work, including performance of any disputed Changes.

ARTICLE 8 CONTRACT TIME

8.1 COMMENCEMENT AND COMPLETION

- 8.1.1 **Date of Commencement.** The Date of Commencement shall not be postponed by the failure of Contractor or of persons or entities for whom Contractor is responsible to perform an obligation. Contractor shall not knowingly, except by agreement or instruction of the County in writing, commence operations on the Site or elsewhere prior to receipt of a Notice to Proceed. Contractor shall not commence any Work at the Site prior to its obtaining the insurance required by <u>Article 11</u>, below, and the Performance Bond and Payment Bond required by <u>Article 12</u>, below, and the Date of Commencement of the Work shall not be changed by the effective date of such insurance or bonds.
- 8.1.2 **Substantial, Final Completion.** Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion and Final Completion within the Contract Time, as adjusted for extensions of time duly permitted, authorized and noticed pursuant to <u>Section 8.2</u>, below.
- 8.1.3 Adjustments to Contract Time. Subject to the limitations set forth in this Article 8 and elsewhere in the Contract Documents, the Contract Time shall be extended for Compensable Delays and Excusable Delays and shall, where appropriate, be shortened for Deleted Work.
- 8.1.4 Early Completion. Nothing stated in these General Conditions or elsewhere in the Contract Documents shall be interpreted as creating any contractual right, express or implied, on the part of Contractor to finish

the Work earlier than the Contract Time. Contractor has included in its Contract Price the costs of all Contractor's and its Subcontractors' direct and indirect overhead, including but not limited to all staff, temporary facilities, temporary utilities and home office overhead for the entire duration of the Contract Time. These costs have been included in the Contract Price notwithstanding Contractor's anticipation of possibly completing the Work in fewer Days than established by the Contract Time. Under no circumstances (including, without limitation, circumstances in which the County has approved in writing of Contractor completing early) shall the County be liable to Contractor for any Losses, of any kind, due to the inability of Contractor to complete the Work earlier than the Contract Time, regardless of the cause, including, without limitation, Delays due to acts or omissions (intentional or negligent) of the County, Inspectors of Record, County Consultants, Separate Contractors or others. If the Contractor anticipates completing early, it must obtain in advance County's approval in writing of such early completion. Approval by County of such early completion may be granted or withheld in the County's sole and absolute discretion.

8.2 DELAYS AND EXTENSIONS OF TIME

8.2.1 Adjustments to Contract Time

- .1 Extensions. Provided that Contractor has complied with the provisions of this Section 8.2 (including, without limitation, the requirements pertaining to timely delivery of a Notice of Delay and Request for Extension), if, as a result of Excusable Delay or Compensable Delay to the actual, as-built critical path of activities leading to achievement of Substantial Completion, Contractor is unable to achieve Substantial Completion within the Contract Time for Substantial Completion, then the Contract Time for Substantial Completion and Final Completion shall be extended, either by Change Order or Unilateral Change Order, for the length of the proven, resulting Delay to Contractor's ability to so complete the Work. The Contract Time shall not be adjusted for Unexcused Delays.
- .2 Shortening. Contractor shall within ten (10) Days after receiving notice of Deleted Work prepare and deliver to County a Time Impact Analysis of the impact of the Deleted Work upon the critical path to determine if the Contract Time should be shortened thereby and if so the duration of the shortening. If the County and Contractor are unable to agree upon the duration of the shortening, then County shall make a Good Faith Determination of the reasonable amount of time that the Contract Time shall be shortened on account of such Deleted Work.

.3 Prescribed Calculations.

- (1) Work Day Lost Calculations. Contractor may claim an Excusable Delay or a Compensable Delay for a full Day only if all Work on a critical path activity is stopped for more than six (6) hours of a normal eight (8) hour Work Day and for a half-Day only if all Work on a critical path activity is stopped for three (3) to six (6) hours of such a normal Work Day. No Excusable Delay or Compensable Delay may be claimed if all Work on a critical path activity is stopped for less than three (3) hours of such a normal work Day. Similarly, where Deleted Work results in the projected avoidance of the need to perform more than six (6), or between three (3) and six (6) hours of all Work on a critical path activity on such a normal work day, the Contract Time shall be contracted by a full Day or half Day, respectively.
- based upon unusual precipitation that is an Act of God as defined in Paragraph 1.1.2, above, shall include, in addition to the number of Days of Excusable Delay to which Contractor is entitled due to a cessation of Work that occurs at the Site while the unusual precipitation is occurring, an additional extension for the Delay to the critical path of activities affecting Substantial Completion that is the result of Contractor being unable, after cessation of the unusual precipitation at the Site, to proceed with performance of Work due to wet or muddy conditions at the Site (hereinafter referred to as "dry out" time); provided, however, that the amount of dry out time for which Contractor is entitled to an extension of time in any given calendar month shall not exceed the number of Days that is the product derived by multiplying (a) the number of Days of Excusable Delay to which Contractor is entitled due to a cessation of Work that occurs at the Site while such unusual precipitation is occurring, by (b) a fraction, the (i) numerator of which is the number of Days of Excusable Delay due to measurable unusual precipitation occurring at the Site during such calendar month that constitutes an Act of God as defined in Paragraph 1.1.2, above, and (ii) the denominator of which is the total number of Days comprising the normal, 10-year monthly average of measurable precipitation recorded by NOAA and the excess, or unusual precipitation that constitutes an Act of God as defined in Paragraph 1.1.2, above).

8.2.2 Notice of Delay.

- .1 Submission. Contractor shall submit written Notice of Delay to County if any instruction, request, drawing, specification, action, condition, omission, default or other circumstance occurs that constitutes an Excusable Delay or Compensable Delay or other matter that may involve or require a Contract Adjustment extending the Contract Time. Such notice shall be provided prior to performance of the Work affected or involved and no later than seven (7) Days after the Discovery Date of such circumstance.
- .2 Form. Notices of Delay shall be provided using forms furnished by County or, if requested by County; using forms furnished by Contractor that are approved by County. Failure by County to request or approve a particular form shall not relieve Contractor of its obligation to provide Notice of Delay in a written form that complies with the requirements of this Paragraph 8.2.2.
 - 3 Content. Each Notice of Delay in order to be considered complete shall include:
- (1) a general statement of the circumstances giving rise to the Notice of Delay (including, without limitation, identification of any related Construction Change Directive);
- (2) a Reasonable Order of Magnitude Estimate by Contractor of any related Contract Adjustments extending the Contract Time; and
- (3) if such circumstances involve a right to a Contract Adjustment to the Contract Price for Compensable Change that has not been waived by Contractor, Contractor shall include, if not previously provided, a complete and timely Notice of Change.

.4 WAIVER BY CONTRACTOR.

FAILURE BY CONTRACTOR TO PROVIDE A COMPLETE AND TIMELY NOTICE OF DELAY UNDER CIRCUMSTANCES WHERE A NOTICE OF DELAY INVOLVING A DELAY IS REQUIRED BY THIS PARAGRAPH 8.2.2 SHALL, IN ACCORDANCE WITH THE PROVISIONS OF SECTION 4.6 OF THE GENERAL CONDITIONS, CONSTITUTE A WAIVER BY CONTRACTOR OF THE RIGHT TO A CONTRACT ADJUSTMENT ON ACCOUNT OF SUCH CIRCUMSTANCES AND A WAIVER OF ANY RIGHT TO FURTHER RECOURSE OR RECOVERY BY REASON OF OR RELATED TO SUCH DELAY.

.5 No County Notice. Failure by Contractor to submit a timely or proper Notice of Delay under circumstances in which a Notice of Delay is required shall in no way affect County's right to a Contract Adjustment shortening the Contract Time on account of such circumstances.

8.2.3 Request for Extension.

- .1 Submission. With respect to any matter that may involve or require an adjustment extending the Contract Time, Contractor shall, within fourteen (14) Days after receipt by County of a Notice of Delay pursuant to Paragraph 8.2.2, above, submit to County a written Request for Extension.
- .2 Form. Requests for Extension shall be provided using forms furnished by County or, if requested by County, using forms furnished by Contractor that are approved by County. Failure by County to request or approve a particular form shall not relieve Contractor of its obligation to provide Requests for Extension in a written form that complies with the requirements of this <u>Paragraph 8.2.3</u>.
 - .3 Content. Each Request for Extension in order to be considered complete shall include:
- (1) a detailed description of the circumstances giving rise to the request for Contract Adjustment to the Contract Time and a Time Impact Analysis (a Request for Extension that seeks an extension for more than one Delay shall be supported by a separate Time Impact Analysis for each separate Delay); and

(2) if such circumstances involve a right to a Contract Adjustment of the Contract Price on account of Compensable Change that has not been waived by Contractor, Contractor shall include, if not previously provided, a complete and timely Change Order Request.

.4 WAIVER BY CONTRACTOR.

FAILURE BY CONTRACTOR TO PROVIDE A COMPLETE AND TIMELY REQUEST FOR EXTENSION UNDER CIRCUMSTANCES WHERE A REQUEST FOR EXTENSION INVOLVING A DELAY IS REQUIRED BY THIS PARAGRAPH 8.2.3 SHALL, IN ACCORDANCE WITH THE PROVISIONS OF SECTION 4.6 OF THE GENERAL CONDITIONS, CONSTITUTE A WAIVER BY CONTRACTOR OF THE RIGHT TO A CONTRACT ADJUSTMENT ON ACCOUNT OF SUCH CIRCUMSTANCES AND A WAIVER OF ANY RIGHT TO FURTHER RECOURSE OR RECOVERY BY REASON OF OR RELATED TO SUCH DELAY.

- .5 Adjustments Shortening Time. Failure by Contractor to submit a timely or proper Request for Extension under circumstances in which a Request for Extension is required shall in no way affect County's right to a Contract Adjustment shortening the Contract Time on account of such circumstances.
- 8.2.4 Response by County. After receipt of a timely and complete Request for Extension, County shall investigate the facts concerning the cause and extent of such Delay and, depending on whether the Request for Extension is justified, will notify Contractor of its approval or disapproval of all or a portion of Contractor's request. Extensions of time approved by County shall apply only to that portion of the Work affected by the Delay, and shall not apply to other portions of Work not so affected.
- 8.2.5 **Formal Notice of Essence.** Contractor recognizes and acknowledges that timely submission of a formal Notice of Delay and a formal Request for Extension, whether or not the circumstances of a Delay may be known to County or available to County through other means, are not mere formalities but are of crucial importance to the ability of County to promptly identify, prioritize, evaluate and mitigate the potential effects of Delay. Any forms of informal notice, whether verbal or written (including, without limitation, statements at regular job meetings or entries in monthly reports, daily logs, job meeting minutes, updated Construction Schedules or look-ahead schedules), that do not strictly comply with the formal requirements of <u>Paragraph 8.2.2</u>, above, and <u>Paragraph 8.2.3</u>, above, shall accordingly be deemed insufficient to satisfy the notice requirements of this Article 8.

8.2.6 Compensation for Delay.

- .1 Compensable Delay. Contract Adjustments to the Contract Price for a Compensable Delay that involve an extension of the Contract Time shall be based, without duplication to any other Contract Adjustments to the Contract Price, on the terms of Section 3.3 of the Construction Contract. Contractor agrees to accept such right of Contract Adjustment in lieu of any other right that may exist under Applicable Laws for recovery of Losses due to Compensable Delay, whether incurred by Contractor or its Subcontractors, of any Tier.
- .2 Deleted Work. The Contract Time and Contract Price shall be reduced by Contract Adjustment for Deleted Work (including, without limitation, Deleted Work associated with a termination by County of a portion of the Construction Contract or a deletion of portion of Work for the convenience of the County or due to an Event of Contractor Default) that results in a shortening of the Contract Time.
- (1) Contract Time. The Contract Adjustment shortening the Contract Time for Substantial Completion shall be the number of Days that Contractor at the time of contracting would have reasonably expected to expend in performance of the Deleted Work and that, based on the Contractor's original Construction Schedule prepared on or about the time of contracting, were reasonably expected by Contractor to be critical to Substantial Completion of the Work within the Contract Time for Substantial Completion.
- (2) Contract Price. The Contract Adjustment reducing the Contract Price shall be the product of (1) the number of Days that the Contract Time for Substantial Completion is shortened pursuant to preceding Clause (1) of this <u>Subparagraph 8.2.6.2</u> multiplied times (2) the amount of liquidated damages set forth in <u>Paragraph 3.3.2</u> of the Construction Contract, without any additional credit to County for Allowable Markups.

8.2.7 Acceleration of the Work.

- Due to Unexcused Delay. If County makes a Good Faith Determination based on County's observations of progress in performance of the Work by Contractor that Contractor will not achieve Substantial Completion of the Work within the Contract Time as adjusted pursuant to Paragraph8.2.1, above, then Contractor shall, following receipt of a written request by County to accelerate, immediately respond in writing setting forth a detailed plan for accelerating the Work. All measures necessary, including working overtime, additional shifts, Saturdays, Sundays and holidays, to accelerate performance to ensure that the Work is performed within the Contract Time shall be taken by Contractor and the cost thereof shall be paid for by Contractor at Contractor's Own Expense. County may also take all other necessary measures to ensure no further Delays affect achievement of Substantial Completion and Final Completion of the Work within the Contract Time and the Contractor shall reimburse County, or County may withhold from payment due to Contractor, for Losses incurred by County in taking such measures.
- 2 Due to Excusable Delay. Contractor shall have the right, exercised in its sole discretion, to accelerate performance of the Work to overcome time lost due to Excusable Delay. Such acceleration, if performed other than at the written direction of County, shall be deemed a voluntary acceleration and the cost of such accelerated performance shall paid for by Contractor at Contractor's Own Expense. If County directs in writing that the Work be accelerated to overcome an Excusable Delay that is not concurrent with an Unexcused Delay, then Contractor shall be entitled to a Contract Adjustment to the Contract Price for such acceleration on and subject to the same terms as provided for in Subparagraph 8.2.7.3, below, in the case of an acceleration to overcome a Compensable Delay.
- discretion, in lieu of granting a Contract Adjustment to the Contract Time for Compensable Delay, to direct in writing the acceleration of the Work by Contractor in order to recapture time lost due to such Compensable Delay. County and Contractor shall endeavor prior to commencement of such acceleration to mutually agree upon the amount of compensation to be paid therefor. County shall have the right, in the absence of such an agreement, to direct in writing that Contractor accelerate. Contractor shall comply with such directive. Contractor's right to a Contract Adjustment to the Contract Price on account of such acceleration shall be limited to (1) the premium time portion of any overtime paid for labor provided by Contractor or any Subcontractor, plus (2) additional supervision costs for additional shifts of supervision provided at the Site by Contractor only (not by Subcontractors), plus (3) Allowable Markup thereon as provided in Paragraph 7.7.5, above. Except as directed by County in the manner stated in this Subparagraph 8.2.7.3, no statements, conduct or actions by County will be construed as creating an obligation on the part of County to agree to a Contract Adjustment to the Contract Price on account of any cost of overtime or other costs associated with an acceleration of the Work to recapture time lost due to Compensable Delay.
- 8.2.8 **Concurrent Delays.** For purposes of the calculations provided for in this <u>Paragraph 8.2.8</u>, the words "concurrent delay", "concurrently delay" or "occur concurrently" mean the portion of two or more Delays affecting the critical path to Substantial Completion that are overlapping or co-existent. Contractor's right to a Contract Adjustment of the Contract Time (pursuant to <u>Subparagraphs 8.2.8.1, 8.2.8.2 and 8.2.8.3</u>, below) and Contract Price (pursuant to <u>Subparagraphs 8.2.8.4, 8.2.8.5 and 8.2.8.6</u>, below) shall, in the case of concurrent delays, be calculated in accordance with the following:
- .1 If an Excusable Delay and a Compensable Delay occur concurrently, the maximum extension of the Contract Time shall be the number of Days from the commencement of the first Delay to the cessation of the Delay which ends last.
- .2 If an Unexcused Delay occurs concurrently with either an Excusable Delay or a Compensable Delay, the maximum extension of the Contract Time shall be the number of Days, if any, by which such Excusable Delay or Compensable Delay exceeds the number of Days of such Unexcused Delay.
- .3 If an Unexcused Delay occurs concurrently with both an Excusable Delay and a Compensable Delay, the maximum extension of the Contract Time shall be the number of Days, if any, by which such Excusable Delay and Compensable Delay, as determined pursuant to Subparagraph 8.2.8.1, above, exceeds the number of Days of such Unexcused Delay.
- .4 If an Unexcused Delay occurs concurrently with a Compensable Delay, the maximum period of time for which Contractor shall be entitled to a Contract Adjustment to the Contract Price in accordance with <u>Section 3.3</u> of the Construction Contract shall be the number of Days, if any, by which such Compensable Delay exceeds the number of Days of such Unexcused Delay.

- .5 If a Compensable Delay occurs concurrently with an Excusable Delay, the maximum period of time for which Contractor shall be entitled to a Contract Adjustment to the Contract Price in accordance with Section 3.3 of the Construction Contract shall be the number of Days, if any, by which such Compensable Delay exceeds the number of Days of such Excusable Delay.
- .6 If an Unexcused Delay occurs concurrently with both an Excusable Delay and a Compensable Delay, the maximum period of time for which Contractor shall be entitled to a Contract Adjustment to the Contract Price in accordance with Section 3.3 of the Construction Contract shall be the number of Days, if any, by which such Compensable Delay exceeds the number of Days of such Unexcused Delay.
- 8.2.9 **Delay Claims**. Claims by Contractor relating to disputed Contract Adjustments due to Delay shall be made in accordance with applicable provisions of <u>Section 4.3</u>, above.
- 8.2.10 Exercise of County Rights. Notwithstanding any other provision of the Contract Documents to the contrary, County's exercise in accordance with the Contract Documents of any of its rights or remedies permitted by Applicable Laws or the Contract Documents in response to a failure by Contractor or any Subcontractor to comply with the Contract Documents shall not, under any circumstances, entitle Contractor to a Contract Adjustment.

ARTICLE 9 PAYMENTS AND COMPLETION

9.1 PAYMENT BY COUNTY

- 9.1.1 **Time for Payment**. County shall make payment of undisputed sums due to the Contractor upon Applications for Payment requesting Progress Payment not later than thirty (30) Days after receipt of an Application for Payment requesting Progress Payment that has been properly and timely prepared and submitted by Contractor, and approved by County, in accordance with the requirements of the Contract Documents.
- 9.1.2 **Not Acceptance**. No approval, inspection or use of, or payment for, the Work by County or by any person or entity acting on County's behalf shall constitute acceptance of Work that is not in accordance with the Contract Documents or a waiver of any of County's rights under the Contract Documents.
- 9.1.3 Interest. If County fails to make payment of an undisputed sum due as a Progress Payment to the Contractor as required by this Article 9, County shall pay interest to the Contractor equivalent to the legal rate set forth in subdivision (a) of California Code of Civil Procedure §685.010. The number of Days available to the County to make payment without incurring such interest shall be reduced by the number of Days by which the County exceeds the seven (7) Day response time applicable to the County set forth in Section 9.5, below. The foregoing is the County's sole obligation with respect to payment of interest earned or accrued on an amount claimed due prior to the commencement by Contractor of legal proceedings for recovery of such amount.
- 9.1.4 **Disputed Payments.** Subject to Contractor's rights under <u>Section 9.8</u>, below, no good faith dispute or disagreement between County and Contractor with respect to the amount of any payment claimed due by Contractor shall relieve or excuse Contractor from the obligation to proceed with and maintain continuous, expeditious and uninterrupted performance of the Work.

9.2 APPLICATIONS FOR PAYMENTS

- 9.2.1 **Submission by Contractor**. Applications for Payment requesting Progress Payment shall be properly prepared and submitted by Contractor to County once a month on the twenty-fifth (25th) Day of the month. If the twenty-fifth (25th) Day of the month is a weekend or Holiday, the Application for Payment shall be submitted on the next working day.
- 9.2.2 **Period of Application**. The period covered by each such Application for Payment requesting Progress Payment shall be not more than thirty (30) Days ending on the twenty-fifth (25th) Day of the month in which such Application for Payment is submitted.

- 9.2.3 **Schedule of Values.** Each Application for Payment shall be accompanied by a Schedule of Values prepared and submitted in accordance with the requirements of the Contract Documents, including, without limitation, the provisions of Section 9.3, below.
- 9.2.4 **Changes in Work.** Applications for Payment may include requests for payment on account of Compensable Changes in the Work which have been properly authorized by Change Order or Unilateral Change Order.
- 9.2.5 **Progress Payments.** Applications for Payment requesting Progress Payments shall be based on amounts calculated in accordance with the provisions of <u>Section 9.4</u>, below.
- 9.2.6 **Percentage Completion**. Applications for Payment requesting Progress Payments shall indicate the Contractor's estimate of the percentage of completion of each line item listed in the Schedule of Values as of the end of the period covered by the Application for Payment.
- 9.2.7 **Projected Work**. Unless approved by County in writing in advance of an Application for Payment being submitted, which approval may be granted or denied in the sole and absolute discretion of County, Applications for Payment shall only include amounts for Work performed to the twenty-fifth (25th) Day of the month in which the Application for Payment was submitted and shall not include request for payment of amounts for Work projected to be performed, stored or delivered beyond that date.
- 9.2.8 **Disagreements**. In the event of a disagreement between County and Contractor over the accuracy or reasonableness of the Contractor's statement of percentage of progress achieved that is contained in the Application for Payment, the County shall make a Good Faith Determination of the percentage, which percentage shall then be inserted by Contractor in the Application for Payment and the Application for Payment submitted, incorporating such revision.
- 9.2.9 **Substantial Completion.** For the sole purpose of the percentage calculation set forth in <u>Paragraph 9.2.6</u>, above, and for no other purpose, the Work shall be deemed one hundred percent complete upon Substantial Completion and the amount released to Contractor shall, subject to County's right to withhold pursuant to <u>Section 9.6</u>, below, be a sum sufficient to increase the total of Progress Payments to Contractor to ninety-five percent (95%) of the Contract Price.
- 9.2.10 **Certification by Contractor**. Each Application for Payment that is submitted by Contractor shall be signed by Contractor with a certification by Contractor to County that: (1) the data comprising the Application for Payment is accurate and the Work has progressed to the point indicated; (2) to the best of Contractor's knowledge, information and belief, the Work is in accordance with the Contract Documents; (3) Contractor is entitled to payment in the amount certified; and (4) all sums previously applied for by Contractor on account of the Work performed by the Subcontractors and that have been paid by County have been paid to the Subcontractors performing such Work, without any retention, withholding or back charge by Contractor.
- 9.2.11 **Stored Materials.** County may, in the exercise of its sole and absolute discretion, approve or disapprove for inclusion in Contractor's Application for Payment the cost of materials to be incorporated, but not yet incorporated, in the Work and delivered and suitably stored either at the Site or at some other appropriate location acceptable to the County. As part of any request for such approval, Contractor shall furnish evidence satisfactory to County: (1) of the cost of such materials; (2) that such materials are under the exclusive control of Contractor, or if not, that title to the materials is in the County, free of any lien or encumbrance; and (3) with respect to materials stored off-Site, that the materials are safely and suitably stored in a bonded warehouse with appropriate insurance coverage satisfactory to County. No payment or approval by County pursuant to this Paragraph 9.2.11 shall (a) be construed as an inspection or acceptance of the materials; (b) relieve Contractor of its continuing and sole responsibility for the care and protection of, and sole responsibility for any Loss to, such materials, from any cause whatsoever; or (c) operate as a waiver of rights by County.
- 9.2.12 **Title.** Contractor warrants that title to all the Work covered by an Application for Payment will pass to County no later than the time of payment. Contractor further warrants that upon submittal of an Application for Payment all Work for which approval for payment has been previously issued by County shall, to the best of Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of

Contractor, the Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials or equipment for the Work.

9.3 SCHEDULE OF VALUES

- 9.3.1 Initial Submission. Within twenty-one (21) Days after issuance by County of the Notice of Intent to Award, Contractor shall submit to County a Schedule of Values, prepared in a form and incorporating a level of detail satisfactory to County, that allocates the Contract Price to various portions of the Work, including, without limitation, each portion of the Work to be performed by a Subcontractor, self-performed Work, discrete categories of direct (i.e., on-Site) overhead costs (sometimes referred to as "general conditions costs"), Contractor home office and indirect overhead and profit and amounts reserved for contingencies.
- 9.3.2 **Balanced Allocation**. The Schedule of Values shall be balanced, reflecting in each line item Contractor's estimated or actual cost commitments for the category of Work included in the line item and a proportionate share of Contractor's overhead and profit. Techniques, such as "front-end loading", designed to create an imbalanced cash flow are strictly prohibited.
- 9.3.3 **Line Estimates.** Line item values stated in the Schedule of Values that are based on Contractor's estimates, rather than actual subcontract prices, shall be identified as such and replaced with actual subcontract prices when they become available as the subcontracting process progresses.
- 9.3.4 **Updating.** The Schedule of Values shall be updated by Contractor each month as necessary to reflect the Contractor's actual progress in subcontracting the Work. An updated Schedule of Values shall be attached to each Application for Payment.
- 9.3.5 **Substantiation**. Contractor shall provide such data as County may reasonably require to substantiate that the Schedule of Values has been prepared in conformance with the requirements of the Contract Documents. Failure to provide such substantiation shall result in the Schedule of Values being deemed incomplete and unapproved by County for use by Contractor in submitting its Applications for Payment.
- 9.3.6 **Corrections.** If corrections are required in order to make the Schedule of Values comply with the requirements of the Contract Documents, such corrections shall be made as a condition of the Contractor's Application for Payment being considered properly prepared, submitted and complete.
- 9.3.7 Changes to Work. Costs involved in the performance of Work covered by Change Orders, Unilateral Change Orders or Construction Change Directives shall be, at the option of County, either separately scheduled or incorporated as adjustments to the respective trade lines of Work to which they apply. Except as otherwise expressly required by Article 7, above, the Schedule of Values shall not be utilized by Contractor as a basis for calculating Contract Adjustments.
- 9.3.8 **Applications for Payment.** The Schedule of Values prepared by Contractor in accordance with the requirements of the Contract Documents shall be used as a basis for County's review and approval or disapproval of Applications for Payment.

9.4 PROGRESS PAYMENT CONDITIONS

- 9.4.1 **Progress Payment Amount.** Subject to the other provisions of the Contract Documents, the amount of each Progress Payment requested in an Application for Payment shall be computed as follows:
- .1 take that portion of the Contract Price properly allocable to Work (other than materials, products or equipment furnished by County) permanently incorporated at the Site as part of the Work, based on the product derived by multiplying (1) the percentage completion of each such portion of the Work times (2) the portion of the total Contract Price allocated to that portion of the Work in the Schedule of Values, less a retention of five percent (5%) thereof:

- add that portion of the Contract Price that is allocable to materials and equipment (other than materials, products or equipment furnished by County) approved by County pursuant to <u>Paragraph 9.2.11</u>, above, and suitably stored at the Site or at a location off-Site, less a retention of five percent (5%) thereof;
 - .3 subtract the aggregate of previous payments made by the County; and
- .4 subtract amounts, if any, that County has determined will be withheld pursuant to an exercise of the County's right to withhold pursuant to Section 9.6, below.
- 9.4.2 Other Conditions and Documentation. Contractor shall submit its Applications for Payment requesting Progress Payments to County using such forms as required by County. Without limitation to any other conditions to payment set forth elsewhere in the Contract Documents, the following shall be conditions precedent to a proper submission, and to County's approval, of each Application for Payment:
 - .1 submission of a Schedule of Values that complies with Section 9.3, above;
 - .2 submission of Contractor's certification required by Paragraph 9.2.10, above;
- 3 submission of: (1) forms of conditional releases of stop payment notice and bond rights upon progress payment, complying with California Civil Code §8132, for all Work performed during the time period covered by the current Application for Payment, signed by Contractor and the Subcontractors, of every Tier; and (2) forms of unconditional releases of stop payment notice and bond rights upon progress payment, complying with California Civil Code §8134, for all Work performed during the time period covered by the previous Application for Payment, signed by Contractor and the Subcontractors, of every Tier;
- .4 compliance by Contractor with its obligation for daily maintenance of Record Drawings and Specifications as required by Paragraph 3.10.1, above;
- .5 compliance by Contractor with its obligation for submission of daily reports as required by Paragraph 3.10.2, above;
- .6 compliance by Contractor with its obligations for submission of scheduling information and updating of the Construction Schedule as required by <u>Section 3.9</u>, above, and other provisions of the Contract Documents pertaining to preparation or updating of schedules and scheduling information;
 - .7 proper payment of prevailing wages as defined in California Labor Code §1720, et seq.;
- .8 timely submission of adequate and complete certified payroll records for any time period that Work was performed and for which payment is being requested;
- .9 submission of certifications by Contractor and the Subcontractors as required by Applicable Laws certifying that all employee benefit contributions due and owing have been paid in full;
 - .10 submission of sales tax information as required by Paragraph 3.6.3, above; and
- .11 compliance by Contractor with all of its other obligations for submission of documentation or performance of conditions which, by the terms of the Contract Documents, constitute conditions to Contractor's right to receive payment for Work performed.

9.5 COUNTY APPROVAL/REJECTION OF APPLICATIONS FOR PAYMENT

9.5.1 **Review by County.** Subject to County's rights under <u>Paragraph 9.5.4</u>, below, County shall promptly review Applications for Payment submitted by Contractor and provide its approval or disapproval, in whole or part, within (1) seven (7) Days after receipt of an Application for Payment requesting Progress Payment, and (2) within fourteen (14) Days after receipt of an Application for Payment requesting Final Payment.

- 9.5.2 **Disapproval by County.** Disapproval by County disapproving of an Application for Payment shall be accompanied by an explanation of the reasons for such disapproval. Failure by County to specify in its disapproval a particular grounds for disapproval of an Application for Payment shall not waive the County's right to assert such grounds as a basis for any future disapproval, or nullification of its prior approval, of that or any other Application for Payment.
- 9.5.3 **Re-submittal by Contractor**. An Application for Payment that is disapproved by County shall be corrected and re-submitted by Contractor after receipt by Contractor of the notice of disapproval. A re-submitted Application for Payment shall be reviewed and responded to by County in the same manner as provided in <u>Paragraphs 9.5.1 and 9.5.2</u>, above. If re-submitted, the re-submitted Application for Payment shall be reviewed and responded to by County in the same manner as provided in <u>Paragraph 9.5.1</u> and <u>Paragraph 9.5.2</u>, above. If not re-submitted, only the amount, if any, that is approved for payment shall be paid until such time as a proper Application for Payment that includes the disapproved amount has been submitted in another Application for Payment and, upon such re-submittal, approved for payment.
- 9.5.4 **Approval Nullification.** County reserves the right to nullify any prior approval of an Application for Payment that is later found to not be in compliance with the requirements of the Contract Documents, whether or not such noncompliance was previously actually observed or apparent on the face of the Application for Payment, and based on such nullification County may take either of the following actions, as applicable: (1) if the Application for Payment has not yet been paid by County, disapprove of that portion of the Application for Payment that is not in compliance and withhold payment of that sum until the noncompliance is fully rectified; or (2) if the Application for Payment has been paid by County, nullify the County's prior approval and withhold payment of such disputed amounts in response to future Applications for Payment; provided, however, that in either case the amount of the County's nullification shall be limited to that portion of the amount requested in the Application for Payment that is in dispute and the amount of its withholding from the current or any future Application for Payment shall be limited to the amount nullified plus any additional withholding permitted under Section 9.6, below.
- 9.5.5 **No Waiver by County.** Neither approval by County or Architect of, failure by County to exercise its right of nullification with respect to, nor payment by County upon, an Application for Payment or any portion thereof shall be interpreted as or constitute a waiver or release of any of County's rights to require Contractor's full compliance with the Contract Documents.
- 9.5.6 **No Representation.** Neither approval by County or Architect of, failure by County to exercise its right of nullification with respect to, nor payment by County upon, an Application for Payment or any portion thereof shall be interpreted as a representation that County or Architect has: (1) made exhaustive or continuous on-Site inspections to check the quality or quantity of the Work, (2) reviewed Contractor's construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from the Subcontractors and other data requested by County or Architect to substantiate Contractor's right to payment, or (4) made examination to ascertain how or for what purpose Contractor has used money previously paid on account of the Contract Price.

9.6 WITHHOLDING OF PAYMENT

- 9.6.1 **Grounds for Withholding.** County may decline to approve an Application for Payment and withhold payment requested under any unpaid Application for Payment, in whole or in part, to such extent that County makes a Good Faith Determination that withholding is necessary, in the sole discretion of County, because of any of the following circumstances:
- .1 Third-Party Claims. Third-party claims or stop payment notices filed or reasonable evidence (including, without limitation, failure by Contractor to submit conditional releases of stop payment notice and bond rights required by the Contract Documents) indicating the possible filing of such claims or stop payment notices.
 - .2 Defective Work. Defective Work not remedied.
- .3 Nonpayment. Failure of Contractor to make proper payments to a Subcontractor for services, labor, materials or equipment or other Work.

- .4 Inability to Complete. Reasonable doubt that the Work can be completed for the then unpaid balance of the Contract Price or within the Contract Time.
- .5 Violation of Applicable Laws. Failure of Contractor or a Subcontractor to comply with Applicable Laws.
- .6 Penalty. Any penalty asserted against County by virtue of Contractor's failure to comply with Applicable Laws.
- .7 Lack of Progress. Failure by Contractor to maintain progress in accordance with the Construction Schedule.
- .8 Setoff. Any reason specified elsewhere in the Contract Documents as grounds for a withholding, offset or setoff or that would legally entitle County to a setoff or recoupment.
- .9 Consultant Services. Additional professional, consultant or inspection services required due to Contractor's failure to comply with the Contract Documents.
- .10 Liquidated Damages. Liquidated damages payable to County pursuant to Section 3.2 of the Construction Contract or that there is a reasonable basis to believe will be payable to County based upon the Contractor's project date for Substantial Completion based on its update Construction Schedule or based upon other evidence available to County of the probable date that the Work will be Substantially Completed.
- .11 Damage. Loss caused to County, a Separate Contractor or any other person or entity under contract to County, by Contractor or a Subcontractor.
- .12 Cleanup. Cleanup performed by County and chargeable to Contractor pursuant to the terms of the Contract Documents.
- .13 Employee Benefits. Failure of Contractor to pay contributions due and owing to employee benefits funds pursuant to any applicable collective bargaining agreement or trust agreement.
- .14 Required Documents. Failure of Contractor to submit on a timely basis, proper and complete documentation required by the Contract Documents, including, without limitation, schedule updates, 'look ahead' schedules, pricing information, certifications and other required reports or documentation.
- .15 Labor Compliance. Failure of Contractor or any Subcontractor to properly pay prevailing wages as defined in California Labor Code §§1720 et seq.
- .16 Nullification. Nullification by County pursuant to Paragraph 9.5.4, above, of its prior approval of an Application for Payment.
- .17 Releases. Failure by Contractor to submit any conditional release of stop payment notice and bond rights that is required pursuant to <u>Subparagraph 9.4.2.3</u>, above or <u>Subparagraph 9.10.4.4</u>, below.
- .18 Other Breach. A breach by Contractor of any obligation or provision of the Contract Documents.
- 9.6.2 **Application of Withholding.** Sums properly withheld pursuant to <u>Paragraph 9.6.1</u>, above, may be used by County without a prior judicial determination of County's actual rights with respect to the grounds on which such withholding is based. Contractor agrees and hereby designates County as its agent for such purposes, and agrees that such payments shall be considered as payments made under the Construction Contract by County to Contractor. County shall submit to Contractor an accounting of such funds disbursed on behalf of Contractor. As an alternative to such payment, County may, in its sole and absolute discretion, elect to exercise its right to adjust the Contract Price as provided in Section 13.4, below.

- 9.6.3 Final Payment. In accordance with California Public Contract Code §7107, the amount to be withheld from Contractor's Final Payment pursuant to a withholding asserted pursuant to Paragraph 9.6.1, above, shall be limited to one hundred fifty percent (150%) of the disputed amount.
- 9.6.4 **Release of Withholding**. When the reasons for withholding of payment as set forth in <u>Paragraph</u> 9.6.1, above, are removed, approval by County will be promptly issued to Contractor for amounts previously withheld and payment of amounts withheld will be made by County within thirty (30) Days thereafter.
- 9.6.5 Additional Rights. The County's right of withholding set forth in this <u>Section 9.6</u> is in addition to, and not a limitation upon, any other rights of withhold that County may have under the Contract Documents or Applicable Laws.

9.7 PAYMENTS BY CONTRACTOR

- 9.7.1 Payments to Subcontractors. Contractor shall not include in its Applications for Payment sums on account of any Subcontractor's portion of the Work that it does not intend to pay to such Subcontractor. Upon receipt of payment from County, Contractor shall pay the Subcontractors performing the Work, out of the amount paid to Contractor on account of such Subcontractors' portions of the Work, the amount to which said Subcontractors are entitled in accordance with the terms of their contracts with Contractor and Applicable Laws, including, without limitation, California Public Contract Code §7107. Contractor shall remain responsible, notwithstanding a withholding by County pursuant to the terms of these General Conditions, to promptly satisfy from its own funds sums due to all the Subcontractors who have performed the Work that is included in Contractor's Application for Payment. Contractor shall, by appropriate agreement, require each Subcontractor to make payments to its sub-subcontractors and suppliers in similar manner. County shall have no obligation to pay or be responsible in any way for payment to the Subcontractors, of any Tier.
- 9.7.2 Payments in Trust. Any funds that Contractor receives in payment for services or Work performed by a Subcontractor shall constitute assets of a trust, which trust funds shall be used for the exclusive benefit of the Subcontractor for the purpose of discharging Contractor's financial obligations on account of labor, services, materials or equipment furnished to the Project by the Subcontractor, provided that such labor, services, materials or equipment were performed in accordance with the Contract Documents, were included in an Application for Payment to County, and were paid by the County to Contractor. Contractor shall be the trustee of the trust and shall be required to deal with the trust assets for the benefit of the Subcontractor. Contractor shall not be a beneficiary of the trust. Nothing herein shall be construed as an intent to require that Contractor maintain trust funds in separate bank accounts, specifically designate any third party as a beneficiary of the trust created herein, or otherwise give rise to any cause of action against the County by any third party beneficiary of the trust created herein.
- 9.7.3 **Payment Information**. County will, on request, furnish to any of the Subcontractors, if practicable, information for such Subcontractor's review regarding percentages of completion or amounts applied for by Contractor and action taken thereon by County on account of portions of the Work done by such Subcontractor.
- 9.7.4 **Joint Payment.** County shall have the right, if deemed necessary in its sole discretion, to issue joint checks made payable to Contractor and any of the Subcontractors, of any Tier. The joint check payees shall be solely responsible for the allocation and disbursement of funds included as part of any such joint payment. Endorsement on such check by a payee shall be conclusively presumed to constitute receipt of payment by such payee. In no event shall any joint check payment be construed to create: (1) any contract between County and any of the Subcontractors, of any Tier; (2) any obligation from County to any of the Subcontractors; or (3) any third-party rights against County or Architect.
- 9.7.5 **Direct Negotiation of Stop Payment Notices.** County shall have the right to directly discuss, negotiate, settle or pay, without notice to or participation by Contractor, any stop payment notice claims asserted by the Subcontractors, of any Tier, and to deduct such sums paid from sums due to Contractor.
- 9.7.6 Release of Stop Payment Notices. With the exception of that portion, and only that portion, of a stop payment notice or other claim that arises as a result of a failure by the County to make payment to Contractor under circumstances constituting a breach of the Construction Contract by County, if any stop payment notice or other claim, whether invalid or valid, is filed with, served upon or made or asserted against the County or the Site by any

Subcontractor, of any Tier, or their agent or employee, for money claimed due, then Contractor shall within five (5) Days after written notice by the County procure, furnish and record appropriate releases or other instruments which under Applicable Laws will fully release, extinguish and remove such stop payment notice or claim, as well as any notices of pending action or other notices recorded against the Site in connection with the enforcement thereof. All costs of such actions by Contractor shall be paid for by Contractor at Contractor's Own Expense. Unless and until fully released as aforestated, the County shall have the right to retain from any payment then due, or thereafter to become due, to Contractor an amount equal to one hundred and fifty percent (150%) of the amount necessary to satisfy, discharge and defend against any such stop payment notice or claim and any action or proceeding thereon, including, without limitation, an amount for anticipated attorney's fees and costs. If the amount to be paid, or the amount retained, is insufficient to satisfy, discharge and defend against any such stop payment notice or claim and any action or proceeding thereon, then Contractor shall be liable for the difference and upon demand shall immediately deposit the same with the County. The provisions of this Paragraph 9.7.6 are in addition to such other rights as the County may have against Contractor under the Contract Documents or Applicable Laws.

9.7.7 **No County Obligation.** Neither County nor Architect shall have any obligation to pay or to see to the payment of money to any of the Subcontractors except as may otherwise be required by Applicable Laws.

9.8 FAILURE OF PAYMENT

If, through no fault of Contractor or failure by Contractor to comply with its obligations under the Contract Documents either: (1) approval or disapproval by County of an Application for Payment properly prepared and submitted by Contractor and requesting payment that is otherwise undisputed by County is not issued within the time period required therefor by the terms of this Article 9; or (2) the County does not (a) upon an Application for Payment properly prepared and submitted by Contractor pay to Contractor, within the time period required for payment by County, an undisputed amount approved by County as earned, which approval has not been, and is not thereafter, nullified by County, or (b) pay to Contractor an amount that has been awarded by arbitration or judgment of a court of competent jurisdiction, then Contractor may, following delivery to County of a written "10-day stop work order", stop the Work until, as applicable, an approval or disapproval by County, or payment by County, is received by Contractor. Promptly upon receipt of such approval or disapproval, or payment, as applicable, Contractor shall resume the Work. Any resulting Delay associated with the shut down and start up of the Work as a result of Contractor's proper exercise of its right to stop work under this Section 9.8 shall constitute a Compensable Delay.

9.9 SUBSTITUTION OF SECURITIES FOR RETENTION

- 9.9.1 **Public Contract Code.** Pursuant to the requirements of California Public Contract Code §22300, upon the Contractor's request, the County will make payment to the Contractor of any funds withheld from payments to ensure performance under the Contract Documents if the Contractor deposits with the County, or in escrow with a California or federally chartered bank in California acceptable to the County ("Escrow Agent"), securities eligible for the investment of State Funds under Government Code §16430, or bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the County, upon the following conditions:
- .1 The Contractor shall be the beneficial owner of any securities substituted for monies withheld for the purpose of receiving any interest on such securities.
- .2 All expenses relating to the substitution of securities under said §22300 and under this <u>Section 9.9</u>, including, but not limited to the County's overhead and administrative expenses and expenses of Escrow Agent, shall be the responsibility of the Contractor.
- .3 Securities or certificates of deposit substituted for monies withheld shall be of a value of at least equivalent to the amounts of the retention to be paid to the Contractor pursuant to the Contract Documents.
- .4 If the Contractor shall choose to deposit securities in lieu of monies withheld with an Escrow Agent, the Contractor, the County and Escrow Agent shall, as a prerequisite to such deposit, enter into an escrow agreement. Such escrow agreement shall be substantially in the form "Escrow Agreement for Security Deposits in Lieu of Retention" set forth in California Public Contract Code §22300(f).

- .5 The Contractor shall obtain the written consent of Surety to such agreement.
- .6 Securities, if any, shall be returned to the Contractor only upon satisfactory Final Completion of the Work.
- 9.9.2 Substitute Security. To minimize the expense caused by such substitution of securities, the Contractor shall, prior to or at the time the Contractor requests to substitute security, deposit sufficient security to cover the entire amount to be withheld. Should the current market value of such substituted security at any time fall below the amount for which it was substituted, or any other amount which the County withholds pursuant to the Contract Documents, the Contractor shall immediately and at the Contractor's Own Expense deposit additional security qualifying under said §22300 until the current market value of the total security deposited is no less than the amount subject to withholding under the Contract Documents. Securities shall be valued as often as conditions of the securities market warrant, but in no case less frequently than once per month.
- 9.9.3 **Deposit of Retentions**. Alternatively, subject to the conditions set forth in <u>Paragraph 9.9.1</u>, above, upon request of the Contractor, the County shall make payment of retentions directly to Escrow Agent at the expense of the Contractor, provided that the Contractor, the County and Escrow Agent shall, as a prerequisite to such payment, enter into an escrow agreement in the same form as prescribed in <u>Subparagraph 9.9.1.4</u>, above. At the Contractor's Own Expense, the Contractor may direct the investment of the payments into securities and interest bearing accounts and the Contractor shall receive the interest earned on the investments. Escrow Agent shall hold such direct payments by the County under the same terms provided herein for securities deposited by the Contractor. Upon satisfactory Final Completion of the Work, the Contractor shall receive from Escrow Agent all securities, interest and payments received by Escrow Agent from the County, less escrow fees and charges of the Escrow Account, according to the terms of said §22300 and the Contract Documents.

9.10 FINAL PAYMENT

- 9.10.1 Payment by County. Subject to the County's right of withholding as set forth in Section 9.6, above, or elsewhere in the Contract Documents, Final Payment shall be made by County not more than sixty (60) Days after completion of the Work as defined in Clauses (1), (2), (3) or (4) of California Public Contract Code § 7107(c), whichever definition is earliest satisfied.
- 9.10.2 **Application for Final Payment**. Upon issuance by County of the Notice of Final Completion pursuant to <u>Paragraph 9.13.5</u>, below, Contractor shall submit to County its Application for Payment requesting Final Payment.
- 9.10.3 **Review by County.** County will review and approve or disapprove of the Application for Payment requesting Final Payment as provided in <u>Section 9.5</u>, above.
- 9.10.4 Conditions to Final Payment. Without limitation to any other conditions to payment set forth elsewhere in the Contract Documents, the following shall be conditions to a proper submission, and to County's approval, of Contractor's Application for Payment requesting Final Payment:
 - .1 submission of Contractor certification as required by Paragraph 9.2.10, above:
 - .2 submission of consent of Surety, if any, to Final Payment:
- .3 submission of a certificate evidencing that the insurance required by the Contract Documents is in force:
- .4 submission of conditional releases and waivers of stop payment notice and bond rights upon final payment in the form required by California Civil Code §8136 executed by Contractor and by all the Subcontractors, of every Tier;
- .5 submission of all Close-Out Documents (including, without limitation, complete, accurate Record Drawings and Specifications certified by Contractor as required by Paragraph 3.10.1, above);

- .6 timely submission of adequate and complete certified payroll records for any time period that Work was performed, which have not been submitted by Contractor in connection with its previous Applications for Payment;
 - .7 proper payment of prevailing wages as defined in California Labor Code §§1720, et seq.;
- .8 submission of certifications by Contractor and each Subcontractor, as required by any applicable collective bargaining agreement or trust agreement or Applicable Laws, certifying that all employee benefit contributions due and owing have been paid in full; and
- .9 submission of any other documents or information required by the Contract Documents as a condition of Final Payment or Final Completion.
- 9.10.5 **Disputed Amounts.** Pursuant to California Public Contract Code § 7107, County may deduct and withhold from Final Payment an amount of up to one hundred fifty percent (150%) of any disputed amounts, including, without limitation, amounts to protect County against any Loss caused or threatened as a result of Contractor's failing to fully satisfy the conditions of Final Completion and Final Payment.
- 9.10.6 **No Waiver by County**. The making of Final Payment by County shall not constitute a waiver by County of any rights or claims, including, without limitation, any right or claim for reimbursement of Allowable Costs or Allowable Markup paid to Contractor that is determined by County, either before or after Final Payment, to have been not due to Contractor.

9.10.7 WAIVER BY CONTRACTOR.

ACCEPTANCE OF FINAL PAYMENT BY CONTRACTOR OR A SUBCONTRACTOR SHALL CONSTITUTE A WAIVER OF ALL RIGHTS BY THAT PAYEE AGAINST COUNTY FOR RECOVERY OF ANY LOSS, EXCEPTING ONLY THOSE CLAIMS THAT HAVE BEEN SUBMITTED BY CONTRACTOR IN THE MANNER REQUIRED BY SECTION 4.3, ABOVE, PRIOR TO, OR AT THE TIME OF CONTRACTOR'S SUBMISSION TO COUNTY OF, ITS APPLICATION FOR PAYMENT REQUSTING FINAL PAYMENT.

9.11 SUBSTANTIAL COMPLETION

- 9.11.1 **Contract Time**. Contractor shall achieve Substantial Completion of the Work, or such portion of the Work as may be designated at any time by County for separate delivery, in accordance with the requirements of the Contract Time and other provisions of the Contract Documents.
- 9.11.2 Request for Inspection. Contractor shall notify the County when Contractor believes that the Work, or portion thereof designated by the County in the Contract Documents or otherwise for separate delivery, is Substantially Complete.
- 9.11.3 **Substantial Completion Inspection.** When Contractor gives notice to County that it has achieved Substantial Completion of the Work, or a County designated portion thereof, unless the County determines that the Work or County designated portion thereof is not sufficiently complete to warrant an inspection to determine Substantial Completion, County, Inspector of Record, Architect and such others as may be designated by County will inspect the Work, or such County designated portion thereof.
- 9.11.4 Substantial Completion Punch List. At the conclusion of such inspection, County shall prepare and give to Contractor (or, Owner may request that Contractor prepare and provide to County) a Substantial Completion Punch List of items, if any, to be completed or corrected for Substantial Completion. If Contractor disputes any of the items included, it shall so note its objection on the Substantial Completion Punch List. Contractor shall proceed within forty-eight (48) hours after preparation of the Substantial Completion Punch List to commence correction or completion of the items on the Substantial Completion Punch List, including, without limitation, any disputed items, and all such items of Work shall be completed promptly by Contractor before the Work will be considered as Substantially Complete. Failure by County, Architect, Inspector of Record or Contractor to include an item on the Substantial Completion Punch List does not alter the responsibility of Contractor to perform the Work in accordance with the Contract Documents. Items of Work necessary for Substantial Completion that, for any reason, have been omitted from the Substantial

Completion Punch List shall be added to the Substantial Completion Punch List and Contractor shall, at the request of County, Architect or Inspector of Record made at any time prior to Final Payment commence correction or completion of such items within forty-eight (48) hours and all such items of Work shall be completed by Contractor promptly and before the Work will be considered as Substantially Complete.

- 9.11.5 **Re-Inspection.** Contractor shall notify County when the items of Work shown on the Substantial Completion Punch List are completed. County, Inspector of Record, Architect and such others as County deems necessary or appropriate will then make a further inspection to determine whether such Work is Substantially Complete. If such inspection, or any subsequent re-inspection required pursuant hereto, discloses any item, whether or not included on the Substantial Completion Punch List, which must be completed or corrected before Substantial Completion, Contractor shall, as a condition of Substantial Completion, complete or correct such item, which shall then be re-inspected to confirm that such Work is Substantially Complete. Contractor shall reimburse County, or County may at its option withhold from Contractor's payments, amounts incurred by County to the Inspector of Record, Architect, County Consultants or others whose services, for reasons within the control or responsibility of Contractor or the Subcontractors, are necessary for more than two (2) such re-inspections to determine Substantial Completion.
- 9.11.6 **Notice of Substantial Completion.** When County determines that the Work, or such designated portion thereof, is Substantially Complete, County will prepare a Notice of Substantial Completion on the County's form, which shall state the date of Substantial Completion. If the Notice of Substantial Completion is for the entire Work, then the County will attach to it the Final Completion Punch List prepared in accordance with <u>Paragraph 9.13.2</u>, below. Regardless of the date the Notice of Substantial Completion is issued, Substantial Completion shall be deemed to have occurred on the date stated in the Notice of Substantial Completion.

9.12 PARTIAL OCCUPANCY OR USE

County reserves the right to beneficially occupy all or any portion of the Work at any time before Substantial Completion of the entire Work. Beneficial occupancy means that County has assumed physical occupancy and use of all or such portion of the Work. Commencement of improvements or other work by Separate Contractors in order to ready the Work for use or occupancy by County shall be unconditionally permitted in all cases prior to Substantial Completion and shall not constitute a taking of beneficial occupancy by County. Exercise by County in accordance with the provisions of this Section 9.12 of its right to take beneficial occupancy shall not constitute grounds for a Contract Adjustment. The County's right of beneficial occupancy of all or a portion of the Work prior to Substantial Completion shall be subject to the following conditions:

- 9.12.1 County and such others as County deems necessary will make an inspection of the portion of the Work to be beneficially occupied and prepare a list of items to be completed or corrected in the same manner as required by and subject to the same conditions as set forth in <u>Section 9.11</u>, above.
- 9.12.2 Beneficial occupancy by County shall not be construed as Acceptance of that portion of the Work which is to be occupied.
- 9.12.3 Except as otherwise provided in this <u>Section 9.12</u>, beneficial occupancy by County shall not constitute a waiver of rights of the County against Contractor. Notwithstanding anything stated in this <u>Section 9.12</u> or elsewhere in the Contract Documents to the contrary, beneficial occupancy by County shall not constitute a waiver of rights of County relating to Defective Work in the area beneficially occupied or in any other portion of the Work.
- 9.12.4 Prior to the County's taking beneficial occupancy, Contractor shall submit to County an itemized list of each piece of equipment located in or serving the area to be occupied stating the date operation of such piece of equipment commenced, together with operating instructions, manuals and other information required by the Contract Documents. Contractor shall provide, in the areas beneficially occupied, on a continual basis, utility services, elevator service, and heating and cooling systems in operable condition commencing at the time of beneficial occupancy and until Final Completion of the entire Work. County shall be responsible, from and after taking occupancy, for utility consumption, regular operation and regular maintenance of such systems or equipment.
- 9.12.5 County shall pay all normal operating and maintenance costs resulting from its use of equipment in areas beneficially occupied.

- 9.12.6 County shall pay all utility costs that arise out of its beneficial occupancy.
- 9.12.7 Contractor shall not be responsible for providing security in areas beneficially occupied.
- 9.12.8 County shall use its best efforts to prevent its beneficial occupancy from interfering with the conduct of Contractor's remaining Work.
 - 9.12.9 Contractor shall not be required to repair damage caused solely by County's beneficial occupancy.
- 9.12.10 Contractor shall continue to maintain all insurance required by the Contract Documents in full force and effect.

9.13 FINAL COMPLETION

- 9.13.1 **Contract Time.** Contractor shall expeditiously and diligently perform the Work after Substantial Completion, including, without limitation, all items of Work on the Final Completion Punch List that accompanies the Notice of Substantial Completion, so as to achieve Final Completion within the requirements of the Contract Time for Final Completion.
- 9.13.2 Final Completion Punch List. Contractor shall prepare and submit to County at the time that Contractor requests inspection for Substantial Completion of the entire Work pursuant to Paragraph 9.11.2, above, a draft proposed Final Completion Punch List of items of Work that will be required to be completed or corrected for Final Completion. Items identified in the course of any inspection for Substantial Completion that are required to Finally Complete the Work following Substantial Completion shall be added to the proposed Final Completion Punch List and the revised Final Completion Punch List attached to the Notice of Substantial Completion. If Contractor disputes any of the items included, it shall so note its objection on the Final Completion Punch List. When Contractor considers the Final Completion Punch List to be complete, it shall promptly sign and deliver the Final Completion Punch List to the County. Failure by County, Architect, Inspector of Record or Contractor to include an item on the Final Completion Punch List does not alter the responsibility of Contractor to perform the Work in accordance with the Contract Documents. Items of Work necessary for Final Completion that, for any reason, have been omitted from the Final Completion Punch List shall be added to the Final Completion Punch List upon request by the County made at any time prior to Final Payment and completion of such items shall be made promptly and before the Work will be considered Finally Complete.
- 9.13.3 **Performance of Punch List.** Contractor shall proceed promptly and in accordance with the Contract Time to correct and complete the items on the Final Completion Punch List, including, without limitation, any disputed items, and all such items of Work shall be completed by Contractor before the Work will be considered as Finally Complete.
- 9.13.4 Request for Final Inspection. Contractor shall notify County when Contractor believes that the Work is Finally Complete. County, Inspector of Record, Architect and such others as County deems necessary or appropriate will then make a further inspection to determine whether such Work is Finally Complete. If such inspection, or any subsequent re-inspection required pursuant hereto, discloses any item, whether or not included on the Final Completion Punch List, which must be completed or corrected before Final Completion, Contractor shall, as a condition of Final Completion, complete or correct such item, which shall then be re-inspected to confirm that such Work is Finally Completed. Contractor shall reimburse County, or County may at its option withhold from Contractor's payments, amounts incurred by County to the Inspector of Record, Architect, County Consultants or others whose services, for reasons within the control or responsibility of Contractor or the Subcontractors, are necessary for more than two (2) inspections to determine Final Completion.
- 9.13.5 **Notice of Final Completion**. When County determines that the Work is Finally Complete, County will prepare a Notice of Final Completion on the County's form, which shall state the date of Final Completion. Regardless of the date the Notice of Final Completion is issued, Final Completion shall be deemed to have occurred on the date stated in the Notice of Final Completion.

- 9.13.6 Acceptance by County. Acceptance may be exercised by County, in its sole and absolute discretion, either after Final Completion or, without waiving or releasing Contractor from any of its obligations under the Contract Documents, at any time after Substantial Completion and prior to Final Completion.
- 9.13.7 **Notice of Completion**. In addition to issuance of the Notice of Substantial Completion and Notice of Final Completion, County shall have the right, exercised in its sole and absolute discretion, to record a Notice of Completion pursuant to California Civil Code §9204.
- 9.13.8 **No Walver by County.** No inspections conducted pursuant to this <u>Article 9</u> nor any approvals or certificates issued by County, Architect or Inspector of Record shall be deemed to be a waiver or limitation on County's right to insist on Final Completion and full performance of all other conditions to Final Payment under the Contract Documents prior to issuance of Final Payment to Contractor.

ARTICLE 10 INSPECTIONS, SAFETY AND HAZARDOUS SUBSTANCES

10.1 INSPECTIONS

- 10.1.1 **General.** One or more Inspectors of Record, including special inspectors as required, may be employed by County and assigned to the Work. The fees of Inspectors of Record shall be directly paid for by County. IF INSPECTORS OR RECORD ARE ASSIGNED TO THE WORK, THEN NO WORK SHALL BE CARRIED ON EXCEPT UNDER THE INSPECTION, AND WITH THE KNOWLEDGE, OF THE APPROPRIATE INSPECTOR(S) OF RECORD, and Contractor shall be responsible, at Contractor's Own Expense, to remove and replace any Work performed without such inspection by the appropriate Inspector of Record.
- 10.1.2 **Coordination**. Contractor shall schedule, arrange, and coordinate its activities with the activities of the County, Inspectors of Record, Architect, County Consultants and others designated by County to inspect or observe the Work. When, in order to comply with the intent of the Contract Documents, inspection or observation must be made at the plant or mill of the manufacturer or fabricator of material or equipment, Contractor shall notify the County, as well as any other persons identified by County as assigned by it to inspect or observe the Work, a sufficient length of time in advance to allow for arrangements to be made for such inspection or observation.
- 10.1.3 Uncovering of Work. County or an Inspector of Record shall have the right to request that any portion of the Work be uncovered by Contractor for inspection. Except as otherwise provided in Paragraph 10.1.1, above, if such Work is found to be in accordance with the Contract Documents, then all of the additional costs incurred in uncovering, replacing and re-covering the Work shall constitute grounds for Contractor, upon proper notice and request pursuant to Article 7, above, to receive a Contract Adjustment for Compensable Change and if such uncovering, replacing and re-covering of the Work causes a Delay, such Delay shall constitute grounds for Contractor, upon proper and timely notice and request pursuant to Article 8, above, to receive a Contract Adjustment for Compensable Delay. If such Work is not in accordance with the Contract Documents, then such costs of uncovering, replacing and recovering shall be paid for by Contractor at Contractor's Own Expense and any resulting Delay shall be consider an Unexcused Delay.
- 10.1.4 Off-Hours Inspections. Contractor shall request approval by County before arranging any inspections either: (1) before 7:00 am or after 3:00 pm on Monday through Friday, or (2) on any Saturday, Sunday, holiday or any other time when Work is not usually in progress. Such request shall be delivered to County at least two (2) working days in advance of the inspection being performed. Approval or disapproval of such request is in the sole and absolute discretion of County. Except where such off-hours inspections are due to a breach by County of an obligation under the Contract Documents, the additional cost (over and above that which would be required for inspections during regular business hours) to County of the inspection shall be paid for by Contractor at Contractor's Own Expense.
- 10.1.5 Access to the Work. Contractor shall make available for use by County, Inspectors of Record, Architect, County Consultants and others assigned to inspect or observe the Work, any equipment (wheelbarrow, shovel, ladder, man-lift, etc.) that is available or in use on Site, and is required to assist in such inspections or observations.

- 10.1.6 **Right to Stop Work.** County shall have the right, but not the obligation, to order Contractor to stop performance of Work. Inspectors of Record shall, only if and to the extent permitted by Applicable Laws or if they are given written authority to do so by County, have the authority, but not the obligation, to stop the Work whenever provisions of Contract Documents are not being complied with, or the conduct of the Work poses a probable risk of harm to persons or property.
- 10.1.7 **No County Duty.** No authority of the County, Inspectors of Record, Architect, County Consultants or others designated by County to inspect the Work that is conferred by the Contract Documents nor any decision made by any of them in good faith either to exercise or not exercise such authority, nor any recommendation by any of them, shall give rise to a duty or responsibility on the part of any of them to Contractor or to the Subcontractors, of any Tier.
- 10.1.8 Contractor Responsibility. Inspections or observations by the County, Inspectors of Record, County Consultants or others shall not in any way relieve Contractor from its sole responsibility for full compliance with all of the terms and conditions of the Contract Documents, nor be construed to lessen, to any degree, Contractor's responsibility for providing efficient and capable superintendence as required herein or for incorporating into the Work only those items of the Work that conform to the Contract Documents.
- 10.1.9 Reimbursement to County. Without limitation to any other provisions of the Contract Documents, Contractor shall reimburse the County at Contractor's Own Expense, or County shall have the right, at its option, to withhold from payments due to Contractor, costs of inspections, observations or testing and other Losses that are incurred for any of the following reasons: (1) Contractor has failed to execute the Work in accordance with the Contract Documents; (2) materials or equipment have been substituted by Contractor, without prior approval by the County and Architect; (3) Defective Work; or (4) to conduct load testing of certain portions of the structure that have not fully met the requirements of the Contract Documents.

10.2 SAFETY PRECAUTIONS AND PROGRAMS

- 10.2.1 **General Safety Obligation.** Contractor shall, notwithstanding the activities of others (such as, but not limited to, the County, Architect, Inspectors of Record, County Consultants or others designated by County to prepare safety recommendations or inspect or observe the Work), be solely responsible, on a twenty-four (24) hours a Day, seven (7) Days a week basis, for initiating, maintaining and supervising all safety precautions and programs on the Site in connection with the preparation, performance, observation or inspection of the Work, including all necessary precautions to protect and safeguard all persons and property from loss, injury, death or damage resulting, directly or indirectly, from the activities of Contractor or the Subcontractors, including, without limitation, all of the following:
 - .1 persons in and around the Site, as well as their personal property and vehicles;
- .2 the Work, materials and equipment to be incorporated therein under care, custody or control of Contractor or the Subcontractors, of any Tier, whether in storage on or off the Site, including, without limitation, the provision of temperature control, covering and enclosures necessary to prevent Loss due to adverse weather conditions;
- other property at the Site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, curbs, roadways, structures (including, without limitation, protection from settlement or loss of lateral support) and utilities not designated for removal, relocation or replacement in the course of construction; and
 - .4 construction and operations by the County, Architect and Inspectors of Record.
- 10.2.2 Contractor's Safety Program. Prior to starting the Work, Contractor shall prepare and submit to County a Safety Program, which shall comply with the requirements of the Contract Documents and shall include, at a minimum, guidelines, requirements and procedures for the following: safety management policy; emergency response plan; illness and injury prevention procedures; safety meetings; accident investigation; basic accident causes; safety inspection checklist; fire prevention and control; report forms; and employee safety manual and procedures for achieving compliance with safety requirements of insurers. A copy of the Safety Program shall be maintained on Site at all times and provided to the County upon request. Contractor is solely responsible for monitoring activities at the Site for compliance with the Safety Program and for the enforcement thereof.

- 10.2.3 **Safety Orders.** Contractor shall comply with all Applicable Laws, including, without limitation, all safety laws, standards, orders, rules, regulations and building codes, to prevent accidents or injury to persons on, about or adjacent to the Site and to provide a safe and healthful place of employment. Contractor shall, at Contractor's Own Expense, correct any violations of Applicable Laws occurring or threatened by conditions on the Site.
- 10.2.4 **Safety Representative.** Contractor shall designate a responsible member of its organization on the Site, who meets the qualification and competency requirements of Applicable Laws and whose sole duty shall be giving safety instructions, prevention of accidents and overall job site safety (including, without limitation, posting of information and other notices regarding safety that are required under occupational safety and health laws and compliance with reporting and other occupational safety requirements pertaining to the protection of the life, safety and health of the workers). The name of the person so designated shall be reported to the County by Contractor prior to the commencement of any Work on the Site.
- 10.2.5 **Protection.** Contractor shall take reasonable precautions to protect the Work and all building materials, equipment, temporary field offices, storage sheds, and other public and private real and personal property that might be affected, directly or indirectly, by Contractor's activities associated with performance of the Work, and shall make good, at Contractor's Own Expense, all Loss due to failure to provide such reasonable precautions.
- 10.2.6 **Safeguards, Disabled Access.** Contractor shall erect and maintain, as required by existing conditions and performance of the Work, all necessary safeguards for safety and protection, including, without limitation, safety devices, belts, nets, barriers, safety rails, canopies, danger signs, fire protection, no smoking prohibitions, warnings against hazards, safety regulations postings and notifications to owners and users of adjacent sites and utilities, and shall, as required by Applicable Laws, make provision for access for, and provide assistive devices to, persons with disabilities, including, without limitation, providing safe pathways of travel around areas where construction is being performed so that occupants, visitors, the public and others on the Site with disabilities are afforded reasonably direct and barrier-free access to areas of the Site and Existing Improvements.
- 10.2.7 **Fire, Explosives, Hazardous Substances.** Contractor shall take all necessary precautions to guard against and eliminate possible fire hazards. Explosives may be used or stored only when authorized in writing by the County. Explosives shall be handled, used and stored in accordance with Applicable Laws. When use or storage of explosives or other Hazardous Substances or methods of construction involving use of dangerous materials or equipment are necessary for execution of the Work, Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.
- 10.2.8 First Aid. Contractor shall maintain emergency first aid treatment for all workers and other persons on the Project which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C.A. §§651 et seq.) and all other Applicable Laws.
- 10.2.9 **Unsafe Conditions**. Contractor shall immediately correct any condition that exists on the Site, or that County, in its reasonable judgment, determines to exist on the Site, that is unsafe or potentially unsafe to persons or property.
- 10.2.10 **Responsibility for Loss**. Contractor shall promptly remedy Loss to any property or person caused in whole or in part by the failure of Contractor, the Subcontractors, of any Tier, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable to fully comply with the requirements of this <u>Article 10</u>, except Loss attributable solely to the negligent acts or omissions of the County, Inspectors of Record, Architect, County Consultants or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and not attributable, in whole or in part, to the negligence, willful misconduct or violation of Applicable Laws by Contractor or a Subcontractor, of any Tier, or the failure by Contractor to comply with the Contract Documents. The foregoing obligations of Contractor are in addition to and not a limitation upon Contractor's indemnity obligations under <u>Section 3.18</u>, above.
- 10.2.11 Loading, Storage. Contractor shall be responsible for coordinating the storage and staging of materials and equipment on-Site and off-Site and shall not load or store or permit any part of the Work or the Site to be loaded or stored so as to endanger the safety of persons or risk loss or damage to property.
 - 10.2.12 Emergency.

- Contractor Responsibility. In an emergency involving safety or protection of persons or property, Contractor shall act immediately, either at County's direction or as otherwise necessary under the circumstances, to prevent any Loss. In such cases, Contractor shall immediately notify County, which notice may be oral, followed within twenty-four (24) hours after occurrence of the incident by written confirmation of the occurrence of such emergency and Contractor's action in response thereto.
- .2 County Action. If, in the sole discretion of County, the condition is immediately threatening life or property, County may, with or without notice to Contractor, take whatever immediate action is necessary to correct the life-threatening condition, and the costs thereof, including, without limitation, any fees or costs of Architect, Inspectors of Record, County Consultants or others to whom County may be liable, shall be borne by Contractor at the Contractor's Own Expense.
- 10.2.13 **No County Responsibility.** Nothing set forth in this <u>Section 10.2</u> or elsewhere in the Contract Documents shall be interpreted as an assumption of any responsibility on the part of County or other persons or entities other than the Contractor and the Subcontractors, to report such conditions to Contractor nor as relieving Contractor of any of its responsibilities under the Contract Documents.
- 10.2.14 **Separate Contractors.** With respect to work of a Separate Contractor being performed within an area of the Site that is under the responsibility or control of the Contractor, Contractor shall: (1) provide copies of the Safety Program to the Separate Contractors and advise the Separate Contractors of the areas of the Site to which the Safety Program applies and where compliance with the Safety Program is expected; (2) protect the Separate Contractors' work and workers from Loss due to the actions or inactions of Contractor and the Subcontractors; and (3) notify the Separate Contractor and County of any observed violation by the Separate Contractor of the Safety Program or of any violations by the Separate Contractor of Applicable Laws governing safety on the Site. Nothing herein shall be interpreted as relieving the Separate Contractors from their obligations to comply with the Contractor's Safety Program, as excusing any failure by a Separate Contractor from performing its obligations under its contracts with County or Applicable Laws or as obligating Contractor to directly supervise or enforce the obligations of the Separate Contractors to comply with the requirements of the Safety Program or Applicable Laws relating to safety.

10.3 HAZARDOUS SUBSTANCES, MOLD

10.3.1 Hazardous Substances.

.1 On Site Conditions.

Existing Conditions. In the event Contractor or its Subcontractors encounter (1) materials existing or otherwise present at the Site that are reasonably believed to be Hazardous Substances that have not been rendered harmless, Contractor and Subcontractors shall, except in cases where the removal, encapsulation or abatement of such Hazardous Substances is indicated by the Contract Documents to be part of the Work to be performed by Contractor, immediately stop Work in the area affected and report the condition to County in writing. Contractor and Subcontractors shall continue Work in unaffected areas reasonably believed safe. County shall then promptly arrange for the sampling, testing and profiling of such suspected Hazardous Substances to confirm the nature, quantity or concentration thereof. In the event that such suspected Hazardous Substances are determined not to be Hazardous Substances or to be Hazardous Substances but not of sufficient nature, quantity or concentration to trigger handling and manifesting of the same as a hazardous waste upon disturbance and removal, then Contractor and its Subcontractors shall, without any Contract Adjustment, be obligated to resume the portion of the Work that was suspended and shall proceed to handle and dispose of such materials pursuant to the Contract Documents, taking all reasonable precautions that are applicable under the circumstances. If, alternatively, the suspected Hazardous Substances are determined to be Hazardous Substances of sufficient nature, quantity or concentration to trigger handling and manifesting of the same as hazardous waste upon disturbance and removal, the parties shall determine what, if any, action to take with respect to such Hazardous Substances, whether to resume Work with respect to such Hazardous Substances, taking all reasonable precautions that are applicable under the circumstances, and what, if any, Contract Adjustment is appropriate and mutually agreed in order to account for any increased cost of, or Delay in connection with, handling or disposal of Hazardous Substances not already contemplated and provided for in the Contract Documents.

Contractor Release. Contractor and its Subcontractors shall not cause the discharge, release, emission, spill, storage, treatment or disposal of any Hazardous Substance on or adjacent to the Site, except as required and permitted by the Contract Documents and Applicable Laws in connection with Contractor's performance of an obligation to remove Hazardous Substances as part of the Work agreed to be performed under the Contract Documents or as otherwise required under the provisions of this <u>Subparagraph 10.3.1.1</u>. Should Contractor or its Subcontractors discharge, release, emit, spill, treat, store or dispose of any Hazardous Substance on the Site in violation of the foregoing obligation or otherwise in violation of Applicable Laws, Contractor shall at Contractor's Own Expense and without limitation to County's other rights or remedies for default immediately (a) inform County in writing of such event, (b) advise County with respect to any release reporting or notification requirement that may apply as a result of such event, (c) assist County in complying with any such reporting or notification requirement as determined by County, and (d) perform any investigation, remediation, removal or other response that is necessary or desirable in order to abate or clean up the condition resulting from such event to the full satisfaction of County and any applicable Governmental Authority. Such Hazardous Substances shall be removed and properly disposed of as soon as they can be accepted at an appropriate disposal facility, and in no event later than sixty (60) Days after such waste is generated, unless a longer time is approved by County.

.2 Remediation by Contractor.

- (1) Application. The provisions of this <u>Paragraph 10.3.1.2</u> shall apply only if the Work to be performed by Contractor includes within its scope the removal, abatement, moving, handling, containment, disposal or transport of Hazardous Substances
- Advance Submissions to County. Before Contractor or any of its Subcontractors moves, removes, or transports Hazardous Substances to a facility for the receipt, treatment, storage or disposal of the Hazardous Substances ("Hazardous Substances Facility"), Contractor shall cause the person or entity who will be moving, removing or transporting the Hazardous Substances to provide to County the following: (a) verification of the Hazardous Substance Facility's or other transporter's licensed status to haul such materials; (b) verification of the Hazardous Substance Facility's licensed status, including a current permit to receive the specific materials to be transported there; (c) certification that the Hazardous Substance Facility is not under enforcement action by the U.S. Environmental Protection Agency ("EPA") or applicable State Governmental Authority or listed on any applicable EPA or applicable State Government Authority list of violating facilities; (d) verification of the Hazardous Substances Facility's EPA Identification Number (if applicable); and (e) original executed letter(s) of indemnity from the Hazardous Substances Facility bearing the Hazardous Substance Facility's letterhead. Contractor further warrants that the selected Hazardous Substance Facility is appropriately licensed and permitted to store, treat and dispose of Hazardous Substances waste in connection with the Work.
- the hazards which are presented to persons, property and the environment in performance of the transportation, storage and disposal of the Hazardous Substances described in the Contract Documents. Contractor and its Subcontractors and agents shall be responsible for the following: (a) processing the application for, and receiving on behalf of the Country or appropriate entity, an EPA or state-equivalent generator identification number (if required); (b) preparing manifests and other shipping documents; (c) making all necessary arrangements (after consultation with County) for any off-Site transportation, treatment, storage and disposal of such Hazardous Substances in accordance with Applicable Laws; (d) ensuring the proper and lawful transportation and disposal of such Hazardous Substances, even if such services are performed by other entities under contract with Contractor or its Subcontractors; and (e) taking any necessary actions to ensure such proper transport and disposal in the event of any contingency, such as the rejection of the Hazardous Substances as nonconforming by any waste disposal facility. Contractor shall promptly provide to County copies of all manifests and other shipping documents confirming the receipt and proper disposal of all Hazardous Substances at the Hazardous Substances Facility, even if such services are performed by other entities under contract with Contractor or its Subcontractors.
- (4) Reporting Requirements. Contractor shall comply with any Hazardous Substances release reporting requirements to Governmental Authorities directly applicable to Contractor. Notice of such reporting must be provided in advance to County or concurrently in the event of an emergency.
- (5) Samples. Contractor and its Subcontractors shall retain all media samples for the longer of (a) the longest holding period specified in any federal, state or local laboratory analytical procedures or

guidance for the analyses performed; or (b) three months for soil samples and thirty (30) Days for water samples. Further storage or transfer of samples will be made at County's expense upon County's written request of Contractor. Contractor shall require by contract that each and every Subcontractor and agent of Contractor or a Subcontractor who performs testing of samples in connection with the Work properly disposes of such samples in accordance with Applicable Laws after completion of testing and notice to County. Regarding any such samples which may remain on-Site, provided County has approved of such on-Site storage in advance, County agrees to pay all costs associated with the storage, transport, and disposal of such samples.

- (6) Verification. Upon Final Completion of the Work, Contractor shall confirm to County in writing that: (a) all Hazardous Substances specified for removal in the Contract Documents have been removed; and (b) all Hazardous Substances wastes removed from the Site as part of the Work have been disposed of in accordance with this <u>Subparagraph 10.3.1.2</u> and Applicable Laws in a Hazardous Substances Facility.
- 10.3.2 Mold. Contractor is responsible to immediately notify County in writing if any conditions in the construction materials incorporated or to be incorporated into the Work or present in Existing Improvements are encountered at the Site that Contractor or any Subcontractor knows or, in the exercise of due care of a Contractor and not that of a consultant with special or technical expertise in the subject of Mold, should know indicate the presence of Mold or if untreated are likely to result in the growth of Mold. Contractor shall thereafter take such precautions as are reasonably required to prevent the exposure of persons to such conditions until they have been evaluated. Except as otherwise authorized by the Contract Documents or as are usual and customary according to prevailing standards of the construction industry in the vicinity of the Project, Contractor shall not allow water or moisture to come into contact with materials in Existing Improvements or with materials located at the Site that are incorporated or to be incorporated into the Work and if such contact occurs, the areas affected shall be inspected by Contractor, using appropriate consultants experienced in testing and evaluating Mold, for the presence of Mold and evaluated for the potential of future growth of Mold. All portions thereof that are found to indicate the presence of Mold, or that are found to be in a condition that has the potential for becoming a source of Mold, shall be removed and replaced. Costs incurred by Contractor due to its failure to perform its obligation under this Paragraph 10.3.2 shall be borne by Contractor at Contractor's Own Expense.
- 10.3.3 Release of County. Contractor assumes the risk that its employees or the employees of its Subcontractors, and other persons that they cause or permit to be present on the Site, may be exposed to known or unknown Hazardous Substances or Mold. Under no circumstances shall County be liable for, and Contractor hereby fully and unconditionally releases County and the other Indemnitees from, and agrees to defend and indemnify County and the other Indemnitees on the terms set forth in Section 3.18, above, against, any and all known and unknown Losses resulting from or relating to the exposure of any employee of Contractor or its Subcontractors, or other person that they cause or permit to be present on the Site, to: (1) Hazardous Substances or Mold encountered in connection with or as a result of the performance of the Work, or (2) Hazardous Substances or Mold not necessarily encountered in connection with the performance of the Work, but to which any of them may nevertheless be exposed as a result of their being present on the Site.
- 10.3.4 Communications with Governmental Authorities. Contractor shall provide to County copies of all written communications with Governmental Authorities or others relating to Hazardous Substances or Mold (other than privileged communications); provided, however, that non-disclosure of privileged communications shall not limit Contractor's obligation to otherwise comply with the terms of the Contract Documents, including, without limitation, this Section 10.3.
- 10.3.5 **Subcontractors.** Contractor shall include provisions in all contracts it enters into with Subcontractors for the Work requiring them to assume toward Countractor and County the same obligations that Contractor assumes toward County under this <u>Section 10.3</u>. Contractor shall require the Subcontractors to ensure that such provisions are included in all contracts they enter into with all lower-Tier Subcontractors.

ARTICLE 11 INSURANCE

11.1 INSURANCE

- 11.1.1 Contractor's Insurance Requirements. Without limiting or diminishing any of the Contractor's obligations to defend, indemnify or hold the County harmless as set forth elsewhere in the Contract Documents, Contractor shall procure and maintain or cause to be maintained throughout the performance of the Work and for the duration of any guarantee or warranty provided under the Contract Documents, at Contractor's Own Expense, the following insurance coverages:
- .1 Workers' Compensation. If the Contractor has "employees", as defined by the State of California, the Contractor shall provide a policy of statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Such policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. Such policy shall be endorsed to waive subrogation in favor of the County and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement. Pursuant to §3700 of the California Labor Code, Contractor shall file with the County before commencing the Work the following signed certification:

"I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I shall comply with such provisions before commencing the performance of the Work of this Construction Contract."

- Commercial General Liability. Contractor shall provide a policy of Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of Contractor's performance of its obligations hereunder. Such policy shall name the County, its agencies, districts, special districts and departments, and their respective directors, officers, elected or appointed officials, agents, employees and representatives, including, without limitation, the members of the Board of Supervisors, and all other Indemnitees, as "additional insureds" and contain a waiver of subrogation in favor of the County and all other such additional insureds. Such policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such policy contains a general aggregate limit, it shall apply separately to the Construction Contract or be no less than two (2) times the occurrence limit.
- .3 Vehicle Liability. If vehicles or mobile equipment are used in the performance of the Work or other obligations under the Contract Documents, then Contractor shall provide a policy of liability insurance converage for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such policy contains a general aggregate limit, it shall apply separately to the Construction Contract or be no less than two (2) times the occurrence limit. Such policy shall name the County, its agencies, districts, special districts and departments, and their respective directors, officers, elected or appointed officials, agents, employees and representatives, including, without limitation, the members of the Board of Supervisors, and all other Indemnitees, as "additional insureds" and contain a waiver of subrogation in favor of the County and all other such additional insureds.
- .4 Property (Physical Damage). Contractor shall provide a policy of all-risk property insurance coverage for the full replacement value of all Contractor's equipment, improvements/alterations, temporary structures, and systems, including without limitation, items owned by others in the Contractor's care, custody or control, used on the Site or other County-owned property, or used in any way connected with the performance of the Work.
- .5 Builder's All Risk (Course of Construction) Insurance. The Bid Form utilized by Contractor to prepare its Bid states whether the Contractor shall include Builder's All Risk (Course of Construction) Insurance for the Project. If the Bid Form states that such insurance shall be included by the Bidder in its Bid, then Contractor shall provide a policy of Builder's All Risk (Course of Construction) insurance coverage including (if the Work is located in an earthquake or flood zone or if required on financed or bond financing arrangements) coverage for earthquake and flood, covering the County, Contractor and every Subcontractor, of every Tier, for the entire Project, including property to be used in the construction of the Work while such property is at off-Site storage locations or while in transit or temporary

off-Site storage. Such policy shall include, but not be limited to, coverage for fire, collapse, faulty workmanship, debris removal, expediting expense, fire department service charges, valuable papers and records, trees, grass, shrubbery and plants. If scaffolding, falsework and temporary buildings are insured separately by the Contractor or others, evidence of such separate coverage shall be provided to County prior to the start of the Work. Such policy shall be written on a completed value form. Such policy shall also provide coverage for temporary structures (on-Site offices, etc.), fixtures, machinery and equipment being installed as part of the Work. Contractor shall be responsible for any and all deductibles under such policy. Upon request by County, Contractor shall declare all terms, conditions, coverages and limits of such policy. NOTWITHSTANDING THE FOREGOING, COUNTY RETAINS THE RIGHT EXERCISED AT ANY TIME PRIOR TO AWARD TO ELECT TO USE ITS OWN BUILDER'S ALL RISK (COURSE OF CONSTRUCTION) INSURANCE and in the event County so elects to deduct the price for such insurance that is stated in Contractor's Bid, or if not so stated the amount included by Contractor for such insurance in the preparation of the Contractor's Bid, from the Contract Price by means of a Contract Adjustment pursuant to Change Order or Unilateral Change Order. If the County so provides the All Risk (Course of Construction) insurance for the Project, then Contractor shall assume the cost of any and all applicable policy deductibles (currently, \$50,000 per occurrence) and shall insure its own machinery, equipment, tools, etc. from any loss of any nature whatsoever.

- 11.1.2 Other Mandatory Insurance Requirements. The Contractor shall comply with the following requirements, which shall be deemed applicable to all carriers and insurance policies provided pursuant to <u>Paragraph</u> 11.1.1, above:
- .1 Insurer Rating. Any and all insurance carrier(s) providing insurance coverage under any and all policy(ies) of insurance provided by Contractor pursuant to Paragraph 11.1.1, above, shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) (unless such requirements are waived in writing by the County Risk Manager, and if the County's Risk Manager waives such requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term);
- "self insured retention" maintained by the Contractor that exceeds \$500,000 per occurrence. Each such self insured retention must have the prior written consent of the County Risk Manager before the commencement of any Work or operations or activities relating to the Work. If Contractor is notified that a self insured retention is unacceptable to the County, then at the election of the County, exercised in the County's sole and absolute discretion, by means of the written approval of the County's Risk Manager, the insurance carriers affected shall either: (1) reduce or eliminate such self-insured retention as respects the Construction Contract; or (2) procure a bond, satisfactory to County and approved by County in writing, which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- the County either: (1) properly executed original certificate(s) of insurance and certified original copy(ies) of endorsement(s) effecting the coverage(s) required by this Section 11.1, or (2) if requested to do so orally or in writing by the County Risk Manager, provide original, certified copy(ies) of policy(ies) including all endorsement(s) and all attachment(s) thereto, showing such insurance is in full force and effect. Such certificate(s) and all policies of insurance provided by Contractor pursuant to this Section 11.1 shall contain the covenant of the insurance carrier(s) that thirty (30) Days' written notice shall be given to the County prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. Each certificate of insurance and endorsement shall be signed by an individual expressly authorized by the insurance carrier to do so on the carrier's behalf. Contractor shall, if requested, provide written proof of such authorization. Contractor shall not commence any Work or any activities or operations related to the performance of the Work unless and until Contractor has complied with all of the requirements of this Section 11.1.
- .4 Modification, Cancellation, Changes in Limits. A material modification, cancellation, expiration, or reduction in coverage, shall constitute an Event of Contractor Default for which County shall have right, without limitation to its other rights or remedies provided for in the Contract Documents or under Applicable Laws, to terminate this Construction Contract. Such Event of Contractor Default may only be deemed cured if the County receives, prior to the effective date of such material modification, cancellation, expiration or reduction in coverage, properly executed original certificate(s) of insurance and original, certified copy(ies) of policy(ies) and endorsement(s), including all attachment(s) thereto, evidencing that the coverage(s) required by this Section 11.1 is(are) and will

continue, without any gap in coverage, in full force and effect in accordance with all of the requirements of this <u>Section</u> 11.1

- .5 Primary Coverage. It is understood and agreed to by County and Contractor that the Contractor's insurance coverage(s) provided under this <u>Section 11.1</u> shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- Additional Coverages. County reserves the right to modify, adjust, add to and/or increase the types, amounts and terms of any insurance required under this Section 11.1 if the County Risk Manager determines, in the exercise of his/her sole and absolute discretion, that the type, amount or terms of the insurance required by this Section 11.1 has(have) become inadequate or that additional risk or exposure exists (such as, without limitation, the use of aircraft, watercraft, cranes, etc.) due to: (1) a Change In the Work; (2) the period of time of Contractor's actual performance of the Work continuing for longer than five (5) years from the Date of Commencement, whether due to Contract Adjustment or for any for any other reason; or (3) other circumstances not reasonably foreseeable to County.
- .7 **Subcontractors.** Contractor shall include provisions in its subcontracts requiring each Subcontractor to assume an obligation toward Contractor to furnish insurance that complies with all of the requirements of this <u>Section 11.1</u> as apply to Contractor's insurance provided to Owner and requiring such Subcontractors to furthermore include provisions in their contracts with lower-Tier Subcontractors likewise requiring such lower Tier Subcontractors assume the same obligations for providing such insurance and for passing through all such obligations to all lower Tier Subcontractors.
- .8 Self-Insurance. If approved by County, in the exercise of its sole and absolute discretion, the insurance requirements contained in this <u>Section 11.1</u> may be met with a program(s) of self-insurance provided that such program has been submitted to County and approved in writing by County prior to commencement of the Work or of any activity or operation related to the performance of the Work.
- .9 Notice of Claim. Contractor agrees to notify County of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of the Work.

ARTICLE 12 BONDS

12.1 PERFORMANCE BOND AND PAYMENT BOND

- 12.1.1 **Performance and Payment Bonds**. Within ten (10) Days after the issuance of the Notice of Intent to Award and prior to commencing Work, Contractor shall deliver to County a good and sufficient labor and materials payment bond ("Payment Bond") and a good and sufficient performance bond ("Performance Bond"), each in the amount of one hundred percent (100%) of the Contract Price.
- 12.1.2 **Changes.** The penal amounts of the Performance Bond and Payment Bond shall be increased on account of Change Orders and Unilateral Change Orders increasing the Contract Price. If requested by County, Contractor shall deliver to County evidence of such increases.
- 12.1.3 **Replacement**. Should any bond required hereunder or any Surety on such bond become or be determined by County to be insufficient, it shall be replaced within ten (10) Days by a bond that fully complies with the requirements of this Section 12.1.
- 12.1.4 **Duration.** The Payment Bond shall remain in effect until Acceptance of the Work and all Claims of Contractor and the Subcontractors, of any Tier, have been fully and finally resolved. The Performance Bond shall remain in effect and assure faithful performance of all Contractor's obligations under the Contract Documents, including, without limitation, all warranty obligations.
- 12.1.5 Condition of Payment. No payments to Contractor for Work performed shall be made or due until there has been full compliance with the requirements of this Section 12.1.

- 12.1.6 **Surety Rating.** Any Surety company issuing the Payment Bond or Performance Bond shall be, at all times while such bond is in effect, an Admitted Surety. The Surety company issuing the Performance Bond shall additionally have at all such times a current A.M. Best rating of A VIII (A:8) or better.
- 12.1.7 **Premiums.** The premiums for the Performance Bond and Payment Bond are included in the Contract Price and shall be paid by Contractor at Contractor's Own Expense.
- 12.1.8 **Obligee.** The Performance Bond shall name County as obligee. All performance bonds, if any, purchased by Subcontractors shall name County as a dual obligee with Contractor.
- 12.1.9 **No Exoneration.** The Performance Bond and Payment Bond shall contain provisions to the effect that Changes, Change Orders, Unilateral Change Orders, Construction Change Directives, Modifications, Changes and Contract Adjustments shall in no way release or exonerate Contractor or its Surety from their obligations and that notice thereof is waived by the Surety.
- 12.1.10 **Communications.** County shall have the right to communicate with Surety with respect to matters that are related to performance of the Work. Contractor shall be provided with a copy of all such communications that are in writing. Such communications shall not create or be interpreted as creating any contractual obligation of County to Surety.
- 12.1.11 **No Limitation.** The requirements of this <u>Section 12.1</u> pertaining to the Performance Bond and the Payment Bond shall be without limitation to any other obligations Contractor may have under Applicable Laws to provide bonding for the benefit of, and to assure payment to the Subcontractors performing the Work for, the Project.
- 12.1.12 **Subcontractor Bonds.** Each performance bond, if any, furnished by a first-Tier Subcontractor shall include a provision whereby the Surety consents to the contingent assignment of Contractor's rights under such bond to County as provided in Section 5.3, above.
- 12.1.13 **Claims.** By incorporation of the Construction Contract into the Performance Bond issued by Surety, Surety shall be deemed, subject to the other terms of the Performance Bond, to be bound by all of the obligations assumed by Contractor under the Contract Documents, including, without limitation, bound by any determination, resolution, award or judgment entered or made upon any Claim by or against Contractor.

ARTICLE 13 UNCOVERING AND CORRECTION OF THE WORK

13.1 UNCOVERING OF THE WORK

If a portion of the Work is covered contrary to the request or direction of County, Inspector of Record or Architect, or contrary to the requirements of the Contract Documents, it must, if required by the any of them, be uncovered for observation and be re-covered by Contractor at Contractor's Own Expense.

13.2 CORRECTION OF THE WORK

Contractor shall promptly correct Defective Work, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. All such Defective Work shall be either: (1) replaced and all the Work disturbed thereby made good by Contractor at Contractor's Own Expense; or (2) County may exercise its option pursuant to Section 13.4, below, to accept such Work and adjust the Contract Price.

13.3 GUARANTEE TO REPAIR PERIOD

13.3.1 **Guarantee To Repair Period**. Besides guarantees and warranties required elsewhere in the Contract Documents, Contractor guarantees the Work as provided hereinbelow. The period of this guarantee, termed the "Guarantee To Repair Period," is for one (1) year commencing as follows:

- .1 for any portion of the Work that, upon Substantial Completion of the overall Work, is fully and finally complete and usable in all respects independent of other portions of the Work that are not fully and finally complete, on the date of Substantial Completion of such portion of the Work;
- .2 for space beneficially occupied or for separate systems fully utilized prior to Substantial Completion, from the first date of such beneficial occupancy or full utilization, as established by an appropriate written notice by County of intent to take beneficial occupancy; or
- .3 for all Work other than that described in <u>Subparagraph 13.3.1.1</u>, above or <u>Subparagraph 13.3.1.2</u>, above, from the date of Final Completion of the Work.
- 13.3.2 Repair by Contractor. Subject to the provisions of Paragraph 13.3.3, below, Contractor shall do the following: (1) correct, repair, replace, remove and restore, to the County's satisfaction, any Defective Work that becomes apparent during the progress of the Work or during the Guarantee To Repair Period; (2) correct, repair, replace, remove and restore, to the County's satisfaction, any other parts of the Work and any other real or personal property which is damaged or destroyed as a result of Defective Work or the correction of Defective Work; and (3) remove from the Site all the Work identified by the County as Defective Work, whether incorporated or not and whether discovered before or after Substantial or Final Completion. Ordinary wear and tear, abuse, or neglect by County or by County employees, its staff, visitors, public or others (except for those under the control or responsibility of Contractor or its Subcontractors) who are authorized or admitted by County to enter, use or occupy the Work, or who enter, use or occupy the Work after Final Completion, are excepted from the foregoing guarantee. All Losses resulting from Defective Work, including, without limitation, all costs of such correction, repair, replacement, removal and restoration, additional testing, inspection and additional service fees and costs of the Inspector of Record, Architect, County Consultants or others whose services may be made necessary thereby as well as any Loss to any other parts of the Work and any other real or personal property which is damaged or destroyed as a result of Defective Work or the correction, repair, replacement, removal or restoration of Defective Work, shall be paid for by Contractor at Contractor's Own Expense. Contractor shall correct, repair, replace, remove and restore Defective Work at such times as are acceptable to the County and in such a manner as to avoid, to the greatest extent practicable, disruption to the activities of the County, its staff, visitors, the public or others. Contractor shall notify the County in writing upon the completion of such correction, repair, replacement, removal and restoration.
- 13.3.3 Notice by County. Except as otherwise provided in this Paragraph 13.3.3 where immediate corrections are needed due to dangerous conditions or risk of imminent Loss or interruption of County operations, the County will give notice to Contractor of Defective Work observed prior to Final Completion in accordance with the provision of Section 15.1, below, governing the occurrence of an Event of Contractor Default and the Contractor shall proceed to cure such Event of Contractor Default in accordance with the requirements of Section 15.1, below, and Paragraph 13.3.2, above. With respect to Defective Work observed after Final Completion, the County will give notice to Contractor with reasonable promptness and Contractor shall commence the correction, repair, replacement, removal and restoration as required by Paragraph 13.3.2, above, no later than ten (10) Days after mailing of such notice to Contractor and Contractor shall thereupon diligently and continuously prosecute such correction, replacement, repair, or restoration to completion. Notwithstanding the foregoing, if in the County's opinion the presence of Defective Work, whether observed prior to Final Completion or after Final Completion and during the Guarantee To Repair Period, poses a risk or threat: (1) to life, safety or the protection of property; (2) of imminent Loss to the County or to any other person or entity; or (3) of causing an interruption in the operations of the County, then County will have the right, in the exercise of its sole and absolute discretion, to proceed with correction or replacement of the Defective Work without prior notice to Contractor, but in such cases will attempt to notify Contractor as soon as possible of the conditions encountered and the action taken by County. Such action by County without prior notice to Contractor shall not relieve Contractor of its responsibility for the costs of such County action or for any Loss occasioned by the Defective Work or necessitated by the County's action, whether such Loss occurs before or after such County action is implemented or completed.
- 13.3.4 Correction by County. If Contractor fails to perform any of its obligations under Paragraph 13.3.2, above, to correct, repair, replace, remove or restore then County, or Separate Contractors under the County's direction, may, notwithstanding any other provisions of this Article 13, proceed to do so and all costs associated therewith (including, without limitation, the cost to store any materials removed) shall be the responsibility of and paid by Contractor at Contractor's Own Expense. Such action by County will not relieve Contractor of the guarantees provided in this Article 13 or elsewhere in the Contract Documents. In addition to Contractor's other obligations under Paragraph 13.3.2, above, Contractor shall correct, repair, replace, remove and restore, to the County's satisfaction and at

Contractor's Own Expense any other parts of the Work and any other real or personal property that are damaged or destroyed as a result of such actions by County or the Separate Contractors.

- 13.3.5 **Sale.** If Contractor does not pay the costs of, or any of the Losses associated with, the correction, repair, replacement, removal or restoration required by the provisions of Paragraph 13.3.2 through Paragraph 13.3.4, above, then within five (5) Days after notice by the County, County may sell any materials or other items of Work removed at auction or at private sale or otherwise dispose of such materials or items and shall account for the net proceeds thereof, after deducting all such costs and Losses, and all costs of sale. If such net proceeds of sale do not cover the Losses for which Contractor is liable to the County, the County may at its option reduce the Contract Price or any payments due to Contractor by such deficiency or recover such deficiency from Contractor.
- 13.3.6 **No Limitation.** Contractor's obligations under this <u>Article 13</u> are in addition to, and not in limitation of, its warranty obligations under <u>Section 3.5</u>, above, and any other obligation, guaranty or warranty of Contractor or any other third party under the Contract Documents. Nothing contained in this <u>Article 13</u> shall be construed to shorten any periods of limitation with respect to other obligations of Contractor under the Contract Documents that are for longer specified periods. Establishment of the Guarantee To Repair Period in no way limits either Contractor's liability for Defective Work or the time within which proceedings may be commenced to enforce Contractor's obligations under the Contract Documents.

13.4 ACCEPTANCE OF NONCONFORMING WORK

Notwithstanding any other provisions of the Contract Documents to the contrary, the County shall have the option, exercised in its sole and absolute discretion after notice to Contractor, in lieu of requiring that Defective Work be remedied or corrected, to reduce the Contract Price to reflect the reduced value of the performance received by County. Such option shall be exercised solely by written notice to Contractor and shall not be implied from any act or omission by County. If there are no remaining payments of the Contract Price to be made to Contractor, or if the remaining payments and retention are insufficient to cover the amount of the reduction of the Contract Price, Contractor shall promptly pay to County the amount of any such deficiency.

ARTICLE 14 MISCELLANEOUS PROVISIONS

14.1 GOVERNING LAW

The interpretation and enforcement of the Construction Contract and other Contract Documents and of the performance by the parties thereunder shall, notwithstanding application of the principles of conflicts of laws, be governed by the laws of the State of California. The Superior Court for the County of Riverside shall have exclusive jurisdiction and venue over any legal proceedings arising out of or involving the interpretation or enforcement of, or other matters relating to, the Construction Contract, the other Contract Documents or the performance of the parties thereunder.

14.2 TIME OF ESSENCE

All time limits stated in the Contract Documents relative to Contractor's performance of its obligations under the Contract Documents are of the essence.

14.3 SUCCESSORS AND ASSIGNS

The Construction Contract and other Contract Documents shall be binding on successors, assigns and legal representatives of County and Contractor, respectively. Contractor shall not assign, sublet or transfer an interest in or claim under this Construction Contract without advance written approval of County, which approval may be granted or withheld by County in its sole and absolute discretion, and any assignment, subletting or transfer without written approval by County shall be deemed void from its inception. Any assignment, subletting or transfer, whether or not approved by County, will not release Contractor from any of its obligations under the Contract Documents to County. County shall have the right to assign, sublet or transfer its interest in or any claim under the Construction Contract upon written notice to Contractor.

14.4 WRITTEN NOTICE

Any notice from one party to the other or otherwise under the Contract Documents shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party. Any such notice shall be deemed to have been duly served if served in the following manner, and in accordance with Civil Code §8100 et seq.:

- 14.4.1 **Notice to County.** If notice is given to County: (1) by personal delivery thereof to County; or (2) by depositing same in United States mail, enclosed in a sealed envelope addressed to County at Facilities Management, 3450 14th Street, 2nd Floor, Riverside CA 92501, and to such other address as set forth in the Bidding Documents as the location for submission of Bids and sent by registered or certified mail with postage prepaid, or express mail or overnight delivery by an express mail carrier; or (3) by leaving the notice and mailing a copy in the manner provided in Code of Civil Procedure §415.20.
- 14.4.2 **Notice to Contractor**. If notice is given to Contractor: (1) by personal delivery thereof to Contractor; or (2) by depositing same in United States mails, enclosed in a sealed envelope addressed to Contractor at its address stated in the Construction Contract, or if none is so stated at the address on the records of the Contractor's State License Board and sent by registered or certified mail with postage prepaid or express mail or overnight delivery by an express mail carrier; or (3) by leaving the notice and mailing a copy in the manner provided in Code of Civil Procedure §415.20.
- 14.4.3 Notice to Claimant. If notice is given to a claimant as defined in Civil Code §8004: (1) by personal delivery thereof to claimant; or (2) by depositing same in United States mail, enclosed in a sealed envelope addressed to claimant at its address stated in: a preliminary notice, stop payment notice, or claim against a payment bond; or on the records of the Contractor's State License Board; and sent by registered or certified mail with postage prepaid or express mail or overnight delivery by an express mail carrier; or (3) by leaving the notice and mailing a copy in the manner provided in code of Civil Procedure §415.20.
- 14.4.4 **Notice to Surety**. If notice is given to the Surety: (1) by personal delivery to the Surety; or (2) by depositing same in United States mail, enclosed in a sealed envelope, addressed to the Surety at the address of the Surety shown in the applicable Performance Bond or Payment Bond, or if none is shown, the address on the records of the Department of Insurance, and sent by registered or certified mail with postage prepaid or express mail or overnight delivery by an express mail carrier; or (3) by leaving the notice and mailing a copy in the manner provided in Code of Civil Procedure §415.20.

14.5 RIGHTS AND REMEDIES

- 14.5.1 County Rights. Rights and remedies available to the County under the Contract Documents are in addition to and not a limitation of County's rights and remedies otherwise available under other provisions of the Contract Documents or Applicable Laws.
- 14.5.2 Writing Required. Provisions of the Contract Documents may be waived by County only in writing signed by the Director stating expressly that it is intended as a waiver of specified provisions of the Contract Documents.
- 14.5.3 **Subsequent Breach.** A waiver by either party of any breach of any term, covenant, or condition contained in the Contract Documents shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained therein whether of the same or a different character.

14.6 NO NUISANCE

Contractor shall not maintain, commit or permit the maintenance or commission of any nuisance in connection with the performance of Work.

14.7 EXTENT OF AGREEMENT

The Contract Documents represent the full and complete understanding of every kind or nature between the parties and all preliminary negotiations and prior representations, proposals and contracts, of whatever kind or nature, are merged herein and superseded hereby. No verbal agreement or implied covenant shall be held to vary the provisions of the Contract Documents. Any modification of this Construction Contract or the other Contract Documents will be effective only by written instrument signed by both County and Contractor and shall, if required by Applicable Laws, be formally approved or ratified by the Board of Supervisors.

14.8 NO THIRD-PARTY RIGHTS

Nothing contained in the Construction Contract or the other Contract Documents is intended to make any person or entity who is not a signatory to this Construction Contract a third-party beneficiary of any right of Contractor (including, without limitation, any right of Contractor to a benefit derived from, or to the enforcement of, an obligation assumed by County) that is expressly or impliedly created by the terms of the Contract Documents or by operation of Applicable Laws.

14.9 SEVERABILITY

Should any part, term, portion or provision of the Construction Contract or the other Contract Documents, or the application thereof to any party or circumstance, be held to be illegal, invalid or in conflict with Applicable Laws, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms, portions or provisions, or the application thereof to any other party or circumstances, shall be deemed severable and the same shall remain enforceable and valid to the fullest extent permitted by Applicable Laws.

14.10 PROVISIONS REQUIRED BY APPLICABLE LAWS

Each and every provision of law and clause required by Applicable Laws to be inserted in the Construction Contract or other Contract Documents shall be deemed to be inserted in the Contract Documents shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or if inserted and requires correction, then upon request of either party these General Conditions shall forthwith be amended by the parties to the Construction Contract to make such insertion or correction.

14.11 SURVIVAL

All provisions of the Contract Documents that either expressly, or by their nature, require performance or assumption by Contractor of an obligation that extends beyond termination of the Construction Contract or Final Completion of the Work, including, without limitation, Contractor's obligations of, or relating to, indemnification, insurance, ownership of documents, retention and audit of books and records, warranties and guaranties and resolution of Claims shall be deemed to survive either termination of the Construction Contract or Final Completion of the Work.

14.12 FEDERAL GRANTS

In the event of a federal grant or other federal financing participation in the funding of the Project, Contractor shall, as required in connection with, or as a condition to, such federal grant or other federal financing participation, permit access to and grant the right to examine its books covering its services performed and expenses incurred under the Construction Contract or other Contract Documents by the federal agency and comply with all applicable federal agency requirements including, without limitation, those pertaining to work hours, overtime compensation, non-discrimination, and contingent fees.

14.13 PROHIBITED INTERESTS

Contractor agrees not to accept any employment or representation which will, or is likely to, make Contractor "financially interested" (as provided in California Government Code §§1090 and 87100, hereinafter "financially interested") in any decision made by County on any matter in connection with which Contractor has been retained in connection with the Project. Without limitation to the foregoing, transactions and interests prohibited by this <u>Section 14.13</u> include the

following: (1) no official or employee of County who is authorized in such capacity and on behalf of County to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with construction of the Project, shall become directly or indirectly financially interested in the performance of the Construction Contract or in any part thereof; (2) no officer, employee, architect, attorney, engineer or inspector of or for County who is authorized in such capacity and on behalf of County to exercise any executive, supervisory or other similar functions in connection with Construction Contract or in any part thereof; and (3) Contractor shall receive no compensation hereunder, and shall repay County for any compensation received by Contractor hereunder, should Contractor or any of the Subcontractors aid, abet or knowingly participate in violation of this Section 14.13.

14.14 ASSIGNMENT OF ANTI-TRUST ACTIONS

California Public Contract Code §7103.5(b), which is hereby incorporated by this reference, provides:

"In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, contractor or the subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act, (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to Contractor, without further acknowledgement by the parties."

Contractor for itself and all the Subcontractors agrees to assign to County all rights, title and interest in and to all such causes of action Contractor and all the Subcontractors may have in connection with purchases related to or under the Contract Documents. This assignment shall become effective at the time County tenders Final Payment to Contractor, and Contractor shall require assignments from all the Subcontractors to comply herewith.

14.15 NO WAIVER

County's approval, acceptance, use or payment for any or part of Contractor's performance of the Work shall not in any way alter Contractor's obligations, or waive any of County's rights, under Contract Documents.

14.16 CONSENT TO PHOTOGRAPHING

Contractor is advised that County intends, from time to time, to take photographs, videotapes and/or motion pictures of the Work, and workers located on the Site and proximate settings. Contractor consents to the use of Contractor's name and likeness in instructional or training uses, news releases, advertising and/or publicity throughout the world in perpetuity, in all media now known or hereafter invented. Contractor shall include in its contracts with its Subcontractors a consent by the Subcontractor to the use of Subcontractor's name and the likenesses of its employees on the same terms as provided for herein applicable to such consent by Contractor.

ARTICLE 15 DEFAULT, TERMINATION AND SUSPENSION

15.1 COUNTY REMEDIES FOR DEFAULT

- 15.1.1 Event of Default. Each and any of the following shall be considered an Event of Contractor Default:
- .1 Contractor files a petition, or has filed against it a petition, for bankruptcy or is adjudged bankrupt;
 - .2 Contractor makes a general assignment for the benefit of its creditors;
 - .3 a receiver is appointed on account of Contractor's insolvency:

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- Contractor defaults, by failing or refusing to perform any obligation set forth in the Construction Contract, General Conditions or elsewhere in the Contract Documents (including, without limitation, the performance or installation of Defective Work) and thereafter: (1) fails to commence to cure such default within two (2) working days after receipt of written notice of default; (2) if the default can be cured within three (3) Days, Contractor fails or refuses after commencing to cure in accordance with Clause (1) hereof to fully cure such default within three (3) Days, Contractor fails after commencing to cure in accordance with Clause (1) hereof to diligently and continuously prosecute and fully cure such default within ten (10) Days after receipt of such written notice;
- .5 Contractor fails or refuses to perform an obligation set forth in the Construction Contract, General Conditions or other Contract Documents that either (1) cannot be cured, or (2) cannot be cured within the 10-Day cure period set forth in Subparagraph 15.1.1.4, above;
- .6 a breach of any other agreement between County and Contractor as provided in <u>Paragraph</u> 15.1.9, below; or
- .7 if Contractor was previously prequalified as a condition for its bidding the Project pursuant to a Prequalification conducted by County, Contractor's prequalification status has been revoked or cancelled due to any of the following: (1) receipt by County of new information indicating that a statement made in Contractor's Prequalification Submittal (as defined in the Prequalification Documents) was false or misleading; (2) ownership of 50% of more of the stock or assets Contractor has changed; (3) if Contractor is a Project Joint Venture, its Principal Managing Partner (as those terms are defined in the Prequalification Documents) has ceased to function, or fully function, in the capacity of a Principal Managing Partner; or (4) Contractor has failed to comply with the requirements of the Prequalification Documents pertaining to minimum safety Prequalification requirements for Subcontractors.
- 15.1.2 **County's Remedies.** Without limitation to the County's other rights or remedies under the Contract Documents or Applicable Laws, if there is an Event of Contractor Default, County shall have the right to exercise any one or more of the following remedies:
- .1 Take Over Work. County may, without terminating the Construction Contract and without incurring any additional liability or responsibility to Contractor (including, without limitation, any obligation to agree to a Contract Adjustment for any portion of the taken-over or non-taken-over Work), take over and perform, or engage others to perform, all or a portion of the Work.
- .2 Suspend Work. County may, without terminating the Construction Contract and without incurring any additional liability or responsibility to Contractor (including, without limitation, any obligation to agree to a Contract Adjustment for any portion of the suspended or non-suspended Work), suspend Contractor's performance of all or a portion of the Work for as long a period of time as the County determines, in its sole discretion, is appropriate.
- .3 **Termination.** County may, without incurring any additional liability or responsibility to Contractor, terminate the Construction Contract, the Work or any portion thereof.
- through 15.1.1.5, above, County may, with or without terminating the Construction Contract and without incurring any additional liability or responsibility to Contractor or Surety (including, without limitation, any obligation to agree to a Contract Adjustment), exercise its rights under the Performance Bond furnished by Contractor by giving Surety ten (10) Days' written notice of demand to perform; provided, however, that if the Surety fails, within seven (7) Days after receipt by Surety of written demand, to deliver to the County written notice of its unconditional intention to perform or does not commence performance of the Work within ten (10) Days from receipt of such notice of demand, the County may, at Contractor's Own Expense and/or the expense of the Surety, and with or without terminating the Construction Contract, proceed to complete the Work by any other means County deems expedient. By executing its Performance Bond incorporating the terms of the Construction Contract, Surety shall be deemed to have agreed, without limitation, to the provisions of this Paragraph 15.1.2 as constituting a binding obligation of Surety under its Performance Bond that shall control over any conflicting provisions set forth in the Performance Bond. Neither delivery by Surety of such written notice of unconditional intention to perform nor its timely performance of the Work in accordance with the terms of the Contract Documents and Performance Bond shall constitute waiver by Surety of any rights it may have under the Performance Bond and Applicable Laws to limit its liability to the penal amount of the Performance Bond.

- 15.1.3 Contractor Tools, Equipment. Upon County's exercise of one or more of its remedies following an Event of Contractor Default, County shall have the right, but not the obligation, to perform or complete all or any portion of the Work using any means that County may deem expedient, including, without limitation, taking possession and utilization of any or all of the materials, equipment, appliances, tools, plant and other property not owned by Contractor that are on the Site for County's use in performing the Work.
- 15.1.4 Contractor Obligations. Upon exercise by County of its remedies following an Event of Contractor Default, Contractor shall, unless County directs in writing otherwise, do the following:
 - .1 immediately discontinue performance of the Work to the extent specified in writing by County;
- .2 remove no materials, equipment or tools (other than those owned by Contractor and not necessary for performance of a portion of the Work not terminated or discontinued) from the Site unless directed to do so by County and take all actions necessary or appropriate, or that the County may direct in writing, for the protection and preservation of the Work, any materials, equipment or tools at the Site and any materials or equipment in transit to the Site:
- .3 place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for Contractor to continue performance of such portion, if any, of the Work that is not discontinued or terminated by County in its written notice;
- .4 provide to the County, in writing, no later than two (2) Days after request by County, a statement listing or providing: (1) all subcontract agreements, purchase orders and contracts that are outstanding, as well as any change orders, amendments and modifications thereto; (2) the status of invoicing, payments and balance owing under each such subcontract agreement, purchase order and contract; (3) the status of performance and any claims asserted under each such subcontract agreement, purchase order and contract; and (4) providing such other information as the County may determine to be necessary in order to decide whether to accept assignment of any such subcontract agreement, purchase order or contract;
- .5 promptly following and in accordance with County's written direction: (1) assign to the County or its designee those subcontract agreements, purchase orders or contracts, or portions thereof, that the County elects in writing to accept by assignment; (2) cancel, on the most favorable terms reasonably possible, any subcontract agreement, purchase order or contract, or portion thereof, that the County does not elect to accept by assignment; and (3) if requested by County, settle, with the prior written approval of County of the terms of settlement, outstanding liabilities to Subcontractors with respect to the Work terminated or discontinued;
 - 6. not terminate any insurance required by the Contract Documents;
 - 7. thereafter continue only such performance as may be directed by County;
 - 8. deliver to the County the documents required to delivered pursuant to Paragraph 1.3.6, above;

and

9. at the written request and option of County, exercised in its sole discretion, deliver to the County, and transfer title to the County of, any completed items, materials, products, equipment or other unincorporated parts of the Work that have not been previously delivered to the Site.

15.1.5 Accounting and Payment

- .1 Full Termination or Discontinuance.
- (1) Further Payment. In the event an exercise by County of any of its remedies following an Event of Contractor Default results in a termination or discontinuance of the entire Work, then no further payment shall be due to Contractor for the Work until an accounting has been conducted in accordance with this Paragraph 15.1.5.

- (2) Time for Accounting. Within forty-five (45) Days after Final Completion of the Work by Contractor, Surety, County or others at request of County, an accounting shall be made pursuant to this <u>Paragraph 15.1.5</u> of the amount due to Contractor or County.
- (3) Payment Amount. If, based on the accounting conducted pursuant to this Paragraph 15.1.5, the Contractor Amount exceeds the County Amount, then the difference shall be paid by County to Contractor within fifteen (15) Days after demand by Contractor following completion of such accounting. If the County Amount exceeds the Contractor Amount, then the difference shall be paid by Contractor to County within fifteen (15) Days after demand by County following completion of such accounting. Payment by Contractor of the amount due to County pursuant to such accounting shall not be construed as a release of Contractor's obligation to County for, or County's right to recover from Contractor, any Losses, of any kind whatsoever, not part of the calculation of the County Amount (including, without limitation, additional Losses related to circumstances that formed the basis for calculation of the County Amount) that may be then or thereafter owing to or recoverable by County under Applicable Laws or the Contract Documents.
- (4) Contractor Amount. The Contractor Amount used as the basis for payment pursuant to the accounting under this Paragraph 15.1.5 shall be calculated as follows:
- (a) take a portion of the Contract Price determined by multiplying (i) the Contract Price, by (ii) the County's Good Faith Determination of the percentage of the Work properly performed by Contractor and (A) in permanent place, (B) previously fabricated and delivered to the Site or (C) fabricated and en route for delivery to the Site and delivered to the Site within a reasonable time after Contractor's receipt of such written notice; and
- (b) subtract therefrom all amounts previously paid by County to Contractor or to Subcontractors.
- (5) County Amount. The County Amount used as the basis for payment pursuant to the accounting under this Paragraph 15.1.5 shall be calculated based on the sum of all past, present and future Losses to County resulting or reasonably certain to result, directly or indirectly, from any or all of the following: (a) any negligence, willful misconduct, or Defective Work on the part of Contractor or any Subcontractor; (b) any Event of Contractor Default, whether or not constituting the basis of the County's termination or discontinuance; (c) the County's exercise of its rights and remedies under and in accordance with the Contract Documents or Applicable Laws following the occurrence of an Event of Contractor Default; and (d) the payment by County of amounts to Contractor or any Subcontractor that were not owing to Contractor or that were in excess of the amount to which Contractor was entitled under the Contract Documents.
- .2 Partial Termination or Discontinuance. In the event an exercise by County of its remedies for an Event of Contractor Default results in a discontinuance or termination of only a portion of the Work, then the Contract Price and Contract Time shall be adjusted under the provisions of Article 7 and Article 8, above, applicable to Deleted Work. Contractor shall thereafter continue to be paid for its performance of the other portions of the Work in accordance with the terms of the Contract Documents, less any amounts that County is entitled to withhold under the terms of the Contract Documents.
- .3 Exclusive Compensation. Contractor agrees to accept such amounts, if any, as allowed under this Paragraph 15.1.5 as its sole and exclusive compensation in the event of an exercise by County of its remedies permitted by the Contract Documents or Applicable Laws following an Event of Contractor Default.
- 15.1.6 **Surety.** Without limitation to any of the County's other rights or remedies under a Performance Bond furnished by Contractor, Contract Documents or Applicable Laws, the County has the right to suspend, take over or terminate the performance of the Work by Surety in the event of any of the following: (1) failure of Surety or its contractors to begin the Work within a reasonable time in such manner as to ensure full compliance with the Contract Documents within the Contract Time; (2) abandonment of the Work by Surety or its contractors; (3) if at any time the County makes a Good Faith Determination that the Work is unnecessarily or unreasonably delayed by Surety or its contractors; (4) violation by Surety or its contractors of any terms of the Contract Documents, Performance Bond or Applicable Laws; or (5) failure by Surety or its contractors to follow instructions of the County for performance of the Work or for performance of the Work within the Contract Time. By executing its Performance Bond incorporating the terms of the Construction Contract, Surety shall be deemed to have agreed, without limitation, to the provisions of this

Paragraph 15.1.6 as constituting a binding obligation of Surety under its Performance Bond that shall control over any conflicting provisions set forth in the Performance Bond.

- 15.1.7 **Conversion.** In the event a termination for cause by the County is adjudged by a court or by binding arbitration conducted in accordance with the Contract Documents to have been wrongful, such termination shall be deemed converted to a termination for convenience pursuant to <u>Section 15.3</u>, below, in which case Contractor agrees to accept such amount, if any, as permitted by <u>Paragraph 15.3.3</u>, below, as its sole and exclusive compensation and agrees to waive any right to recovery of any other compensation or Loss, including, but not limited to, loss of anticipated profits, loss of revenue, lost opportunity or other consequential, direct, indirect or incidental damages, of any kind.
- 15.1.8 **Substantial Performance Waived.** The legal doctrine that a contractor may recover for substantial performance of a building contract is to have no application to the Construction Contract. Any Event of Contractor Default, whether occurring before or after the Work is Substantially Completed, shall be deemed material and shall give rise to the right of County to exercise its remedies permitted under the Contract Documents or Applicable Laws.
- 15.1.9 Cross Default. Contractor agrees that a breach of any other agreement between Contractor and County, whether related or unrelated to the Project, that is not cured in accordance with the terms of such other agreement constitutes an Event of Contractor Default under the Construction Contract, thereby entitling County to assert all its rights and remedies hereunder including, but not limited to, a specific right of off set by County against any amounts otherwise payable to Contractor under the Construction Contract or any other agreement between Contractor and County.
- 15.1.10 **Rights Cumulative.** All of County's rights and remedies under the Contract Documents are cumulative, and shall be in addition to and not a limitation upon those rights and remedies available under Applicable Laws.
- 15.1.11 Materiality. Designation in the Contract Documents of certain defaults as "material" shall not be construed as implying that other defaults not so designated are not material nor as limiting County's right to terminate or exercise its other rights or remedies for default to only material defaults.
- 15.1.12 **County Action**. No termination or action taken by County after termination shall prejudice any rights or remedies of County provided by Applicable Laws or by the Contract Documents, including, without limitation, the right of County to proceed against Contractor to recover all Losses suffered by reason of Contractor's default.

15.2 SUSPENSION BY COUNTY FOR CONVENIENCE

- 15.2.1 **Suspension Order.** Without limitation to the County's rights under <u>Section 15.1</u>, above, County may, at any time, for its convenience and without the occurrence of any Event of Contractor Default, order Contractor, in writing, to suspend, delay or interrupt performance of the Work, in whole or in part. Upon receipt of such an order, Contractor shall comply with its terms and take all reasonable steps to minimize additional costs that are incurred applicable to the portion of the Work suspended, delayed or interrupted by County.
- 15.2.2 Resumption. If an order issued by the County pursuant to this Section 15.2 is canceled or expires, Contractor shall resume and continue with the previously affected portion of the Work. In such event, Contractor shall be entitled to a Contract Adjustment for additional Allowable Costs necessarily caused by such order and compensation allowed under Section 3.3 of the Construction Contract for Compensable Delay; provided, however, that no such Contract Adjustment shall be made: (1) to the extent that performance either is, was or would have been so suspended, delayed or interrupted by another cause for which Contractor or any of the Subcontractors is responsible or for which Contractor would not be entitled to a Contract Adjustment; (2) to the extent that a Contract Adjustment on account thereof is made or denied under another provision of the Contract Documents; or (3) for any general or specific escalation in prices of the Work.
- 15.2.3 **Limitation**. The provisions of this <u>Section 15.2</u> shall not apply unless a written order is issued by County pursuant to this <u>Section 15.2</u>.

15.3 TERMINATION BY COUNTY FOR CONVENIENCE

- 15.3.1 Right to Terminate for Convenience. Without limitation upon any of County's other rights or remedies under the Contract Documents or Applicable Laws, County shall have the option, at its sole discretion and without the occurrence of any Event of Contractor Default or any other cause, to terminate the Construction Contract or Work, in whole or in part, for its convenience by giving five (5) Days written notice to Contractor.
- 15.3.2 **Contractor Obligations.** Upon receipt of notice of termination for convenience pursuant to this <u>Section 15.3</u>, Contractor shall, unless such notice directs otherwise, comply with all of the provisions of <u>Paragraph</u> 15.1.4, above.
- and within sixty (60) Days after receipt of a complete and timely Application for Payment from Contractor, an accounting shall be conducted in accordance with the process set forth in Paragraph 15.1.5, above. In such event, the amount due to Contractor shall be the Contractor Amount as calculated in the same manner provided for in Paragraph 15.1.5, above, except that there shall be added to the calculation of the Contractor Amount an amount for: (1) the reasonable, actual and direct Allowable Costs incurred and paid by Contractor (and not by Subcontractors) for (a) demobilizing Contractor's facilities from the Site, and (b) Contractor's administering the close out of its participation in the Project for a period of no longer than fifteen (15) Days; plus (2) a markup to Contractor on the Contractor's Allowable Costs incurred under Clause (1) of this Paragraph 15.3.4 that is based on the percentage for Allowable Markup that Contractor is permitted to charge pursuant to Article 7, above, for Compensable Changes involving Extra Work that is Self-Performed Work.
- 15.3.4 **Exclusive Compensation.** Contractor agrees to accept the compensation allowed under <u>Paragraph 15.3.3</u>, above, as its sole and exclusive compensation in the event of a termination by County for convenience and waives any claim for Loss related to County's termination for convenience, including, but not limited to, loss of anticipated profits, loss of revenue, lost opportunity, or other consequential, direct, indirect, or incidental damages, of any kind.
- 15.3.5 **Subcontractors.** Contractor shall include provisions in all of its subcontracts, purchase orders and other contracts with the Subcontractors permitting termination for convenience by Contractor on terms that are consistent with, and that afford no greater rights of recovery against Contractor for termination than are afforded to Contractor under, this Section 15.3.

15.4 TERMINATION BY CONTRACTOR

- 15.4.1 **Contractor's Remedies.** Subject to the provisions of <u>Paragraph 15.4.2</u>, below and <u>Paragraph 15.4.3</u>, below, Contractor's sole right to terminate the Construction Contract shall be its right to terminate, for cause only, upon the occurrence of either of the following:
- .1 the entire Work is stopped for one hundred sixty (160) consecutive Days, through no act or fault of Contractor or any of the Subcontractors, of any Tier, or any employee or agent of any of them, due to issuance of an order of a court or other Governmental Authority or due to a declaration of a national emergency making material unavailable; or
- .2 the entire Work is suspended by Contractor, in accordance with a proper exercise by Contractor of its rights under Section 9.8, above, for a continuous period of thirty (30) Days.
- 15.4.2 **Notice of Intention to Terminate.** If one of the reasons to terminate as described in <u>Paragraph 15.4.1</u>, above, exists, Contractor may, upon thirty (30) Days written notice to County, terminate the Construction Contract and recover from County as its sole and exclusive compensation such sums as are permitted under <u>Paragraph 15.3.3</u>, above.
- 15.4.3 **Continuous Performance**. Provided that Contractor is paid undisputed sums due in accordance with the requirements of the Construction Contract, Contractor shall not stop, delay or interrupt continuous performance of the Work by reason of any dispute or disagreement with County, including, without limitation, any disputes or disagreements over payments of money claimed due under the Contract Documents.

15.5 WARRANTIES

All obligations of Contractor and the Subcontractors under the Contract Documents with respect to warranties and guarantees of the Work will continue in force and shall apply, notwithstanding a termination or other discontinuance of the Work by County or Contractor pursuant to an exercise of rights by either under this <u>Article 15</u>, to any portion of the Work that at the time of such termination or discontinuance has been completed or partially completed by Contractor to the point that it is substantially ready (exclusive of any incidental work that may be needed to connect such portion to other Work to other Work or Existing Improvements or to energize such portion of the Work for operation) for use or occupancy by County.

ARTICLE 16 NON-DISCRIMINATION

16.1 NON-DISCRIMINATION IN SÉRVICES

- 16.1.1 Contractor must, in accordance with Applicable Laws, not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability. For the purpose of this <u>Section 16.1</u>, discrimination in the provision of services may include, but is not limited to the following:
 - .1 denying any person any service or benefit or the availability of a facility;
- .2 providing any service or benefit to any person which is not equivalent to, or is in a non-equivalent manner or at a non-equivalent time from, that provided to others;
- .3 subjecting any person to segregation or separate treatment in any manner related to the receipt of any service;
- .4 restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; or
- .5 treating any person differently from others in determining admission, enrollment, eligibility, membership, or any other requirement or condition which persons must meet in order to be provided any service or benefit.
- 16.1.2 Contractor shall ensure that services are provided without regard to race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability.
- 16.1.3 Contractor shall establish and maintain written procedures under which any person applying for, performing or receiving services hereunder, may seek resolution from Contractor of a complaint with respect to any alleged discrimination. Such persons shall be advised by Contractor of these procedures. A copy of such procedures shall be posted by Contractor in a conspicuous place, available and open to the public, in each of Contractor's facilities where services are provided hereunder.

16.2 NON-DISCRIMINATION IN EMPLOYMENT

Contractor must, in accordance with Applicable Laws, not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability. Without limitation to any other provisions of this Section 16.2, in the performance of the obligations under the Contract Documents, Contractor and the Subcontractors shall comply with all applicable provisions of the California Fair Employment Practices Act (California Government Code §§12940-48) and the applicable equal employment provisions of the Civil Rights Act of 1964 (42 U.S.C. §§200e - 217), whichever is more restrictive. Contractor and the Subcontractors shall ensure that qualified applicants are employed and that employees are treated during employment without regard to race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability, in accordance with requirements of Applicable Laws. Such shall include, but not be limited to, the following:

- .1 employment, promotion, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; or
 - .2 selection for training, including apprenticeship.
- 16.2.1 Contractor agrees to post in conspicuous places in each of Contractor's facilities providing services hereunder, available and open to employees and applicants for employment, notices setting forth the provisions of this Section 16.2.
- 16.2.2 Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability, in accordance with requirements of Applicable Laws.
- 16.2.3 Contractor shall send to each labor union, or workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or the workers' representative of Contractor's commitments under this Section 16.2.
- 16.2.4 Contractor certifies and agrees that it will deal with the Subcontractors, bidders and vendors without regard to race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability, in accordance with the requirements of Applicable Laws.
- 16.2.5 In accordance with Applicable Laws, Contractor shall allow duly authorized representatives of the County, State, and Federal government access to its employment records during regular business hours in order to verify compliance with the provisions of this <u>Section 16.2</u>. Contractor shall provide such other information and records as such representatives may require in order to verify compliance with the provisions of this <u>Section 16.2</u>.
- 16.2.6 If County finds that any of the provisions of this <u>Section 16.2</u> have been violated by Contractor or any of the Subcontractors, such violation shall constitute a material breach of the Construction Contract for which County may cancel, terminate or suspend the Construction Contract. While County reserves the right to determine independently that the anti-discrimination provisions of the Construction Contract have been violated, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that Contractor or the Subcontractor has violated State or Federal anti-discrimination laws shall constitute a finding by County that Contractor or the Subcontractor has violated the provisions of this <u>Section 16.2</u>.
- 16.2.7 Contractor hereby agrees that it will comply with §504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794) and similar Applicable Laws relating to employment of or access to persons with disabilities, all requirements imposed by applicable Federal Regulations, and all guidelines and interpretations issued pursuant thereto, to the end that no qualified disabled person shall, on the basis of disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of Contractor receiving Federal Financial Assistance.

END OF GENERAL CONDITIONS



DALKE & SONS CONSTRUCTION, INC.

BID PROTEST LETTER

August 26, 2024

County of Riverside

Attention: Rizaldy Baluyot 4080 Lemon Street, 1ST Floor

Riverside, Ca. 92501

RE: Bid Protest

Project Name: Lakeland Village Child Care Facilities

Bid Number: FM08938011633 Bid Date: August 8, 2024

Dalke & Sons Construction, Inc. (Dalke) is formally protesting the bid submitted by Robert Clapper Construction Services Inc. dba R.C. Construction Services on the above referenced project for failing to conform to the requirements of the Project Specifications and California Public Contract Code:

- Per the Labor Code section 1771.1 and per the bid documents, instructions to bidders Article 4 subsection # 4.1.16, it states "any contractor bidding, or subcontractor to be listed on a bid proposal subject to Public Contract Code section 4104, shall not be qualified to bid after March 1, 2015, unless currently registered and qualified to perform public works pursuant to Labor Code section 1725.5."
- At the time of the bid Robert Clapper Construction Services dba R.C. Construction Services listed Shade Covers USA (license # 975682) as a subcontractor for the sail shade scope of work.
- Shade Covers USA DIR registration number # 1000381653 is currently not valid and was not valid at the time the proposal was submitted.
- Therefore, the company, Shade Covers USA cannot be listed on any public works project.

Due to the violations Dalke and Sons, Construction Inc. requests that Shade Covers USA provide proof that it had a DIR registration number in good standing at the time of the bid. Also, that if Shade Covers USA was in fact ineligible that the County of Riverside deem Robert Clapper Construction Services dba R.C. Construction Services bid non-responsive and ineligible for award of this contract. It is our opinion that award of this contract to either contractor would be in direct conflict with the requirements that Public contract code requires all bidding contractors to follow.

Dalke and Sons Construction, Inc. requests under California Government Code Section 5494.1 for mailed notice of all meetings of the awarding authority of this contract at which any issues pertaining to the award of this contract are on the agenda for the meeting, we would like to address the awarding authority for this contract before or during its consideration of any issues pertaining to the award of this contract, which opportunity is guaranteed by California Government Code Section 54954.3(a).

Please contact the undersigned immediately if this letter is not sufficient to accomplish any of the requests or purposes stated above. If any other information is required, Dalke and Sons Construction, Inc. will promptly comply when notified. If we do not hear from you, we will proceed on the basis that the letter is sufficient.

Sincerely,

Barry Dalke - Vice President

ADDENDUM #01

June 5, 2024

FOR:

Riverside County Lakeland Village Child Care Facilities Project

Project No.: FM08938011633

LOCATED AT: 16275 Grand Avenue Lake Elsinore, California, 92530



PREPARED BY:
COUNTY OF RIVERSIDE
FACILITIES MANAGEMENT
PROJECT MANAGEMENT OFFICE
3450 14th Street, Suite 200
RIVERSIDE, CA 92501

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Addendum # 01 Attachment List

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Attachment 1 Revised Notice Inviting Bids (2 pages)

NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that the County of Riverside ("County") invites sealed Bids for the construction of the following project ("Work"):

Lakeland Village Child Care Facilities, Project No. FM08938011633

Bids shall be prepared in conformance with the Instructions to Bidders and other Bidding Documents. Bids must be received, by hand delivery or mail, by the Clerk of the Board located on the 1st floor of the County Administrative Center, 4080 Lemon Street, Riverside, CA 92501, no later than the Bid Closing Deadline of 3:30 p.m. on July 25, 2024, to be thereafter on said date and at said location publicly opened and read aloud. The Bidder assumes sole responsibility for timely receipt of its Bid.

On and after June 10, 2024, and up to seventy-two (72) hours prior to the Bid Closing Deadline, copies of Bidding Documents will be available to Bidders for pick-up by Bidder at, or for mailing to Bidder upon written request by Bidder submitted to, A&I Reprographics, 898 Via Lata, Suite L, Colton, CA 92324, Phone: 909 514-0704; Website: https://www.aandirepro.com. At the time of such pick-up, a non-refundable fee will be charged for each set of Bidding Documents furnished to bidders. Bidders and Plan Holders shall agree to and sign the County's "Sensitive Security Information Confidentiality Agreement" form, to be provided by A&I Reprographics prior to issuance of any bidding documents. The Bidding Documents may also be viewed in person at A&I Reprographics' office at the above-referenced address, between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday (except Holidays) and on A&I Reprographics' Website: https://www.aandirepro.com.

Pursuant to Labor Code section 1771.1, any contractor bidding, or subcontractor to be listed on a bid proposal subject to Public Contract Code section 4104, shall not be qualified to bid after March 1, 2015, unless currently registered and qualified to perform public works pursuant to Labor Code section 1725.5. No Contractor or subcontractor may enter into a contract (after April 1, 2015) without proof of current registration to perform public works.

A mandatory Pre-Bid Conference will be conducted **on June 25, 2024** commencing promptly at **9:00 a.m.**, at **16275 Grand Avenue**, **Lake Elsinore**, **California 92530**. **Attendance at the mandatory Pre-Bid Conference is required as a condition of bidding.** Sign language services are available for the Pre-Bid Conference upon written request received by email at rbaluyot@rivco.org at least three (3) business days prior to the Pre-Bid Conference.

The Bidder receiving the Award by the County is required:

- (1) to furnish a Performance Bond and Payment Bond as provided in the Instructions to Bidders and other Bidding Documents;
- both at the time Bidder submits its Bid and other Bid Submittals and at the time of Award, to: (a) hold a contracting license, active and in good standing, issued by the Contractors State License Board for the State of California for the following license classification(s): class B license; and (b) hold, or designate a Subcontractor that holds, the certification(s) required by Applicable Laws to perform the following work: electrical, plumbing, mechanical, concrete, framing, roofing, grading, and other work described in the bidding documents; and
- (3) to comply with the provisions of the California Labor Code, including, without limitation, Sections 1771.4, 1773.1, 1774, 1775 and 1776 of the California Labor Code and including, without limitation, the obligations to pay the general prevailing rates of wages in the locality in which the Work is to be performed and comply with Section 1777.5 of the California Labor Code governing employment of apprentices. Copies of the prevailing rates of per diem wages are on file at California State Department of Industrial Relations, 464 West Fourth St., Suite 348, San Bernardino, CA 92401, and are available to any interested party on request.

THIS PROJECT IS BEING FINANCED WITH:

- Community Development Block Grant ("CDBG") funds from the U.S. Department of Housing and Urban Development (24 CFR Part 570), and subject to certain Federal requirements. The selected bidder will be required to complete and submit the attached Exhibit "Q - Questionnaire Regarding Bidders (do not fill out at this time)."
- American Rescue Plan Act funds from the U.S. Department of the Treasury (31 CFR Part 35) and subject to certain requirements including: compliance with Uniform Guidance's Cost Principles at 2 CFR part 200 requirements; System for Award Management (SAM.gov) registration and others.
- Information pertaining to the Federal requirements is attached to these Bid Documents.

THIS IS A PUBLIC WORKS PROJECT AND SUBJECT TO COMPLIANCE MONITORING AND ENFORCEMENT BY THE DEPARTMENT OF INDUSTRIAL RELATIONS. The awarded prime contractor shall post job site notices as prescribed by regulation starting January 1, 2015. Contractor or subcontractor shall furnish records specified in Labor Code section 1776 to the Labor Commissioner.

Substitution of securities for any moneys withheld by County shall be permitted as provided for by Section 22300 of the California Public Contract Code.

Capitalized terms used herein shall have the meanings assigned to them in the Bidding Documents. For information contact: Facilities Management, 3450 14th Street, 2nd Floor, Riverside, CA 92501.

ADDENDUM # 02

June 6, 2024

FOR:

Riverside County Lakeland Village Child Care Facilities Project

Project No.: FM08938011633

LOCATED AT: 16275 Grand Avenue Lake Elsinore, California, 92530



PREPARED BY:
COUNTY OF RIVERSIDE
FACILITIES MANAGEMENT
PROJECT MANAGEMENT OFFICE
3450 14th Street, Suite 200
RIVERSIDE, CA 92501

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Addendum # 01 Attachment List

Attachment 1

Revised Notice Inviting Bids (2 pages)

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- (3) to comply with the provisions of the California Labor Code, including, without limitation, Sections 1771.4, 1773.1, 1774, 1775 and 1776 of the California Labor Code and including, without limitation, the obligations to pay the general prevailing rates of wages in the locality in which the Work is to be performed and comply with Section 1777.5 of the California Labor Code governing employment of apprentices. Copies of the prevailing rates of per diem wages are on file at California State Department of Industrial Relations, 464 West Fourth St., Suite 348, San Bernardino, CA 92401, and are available to any interested party on request.

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Capitalized terms used herein shall have the meanings assigned to them in the Bidding Documents. For information contact: Facilities Management, 3450 14th Street, 2nd Floor, Riverside, CA 92501.

ADDENDUM #03

July 3, 2024

FOR:

Riverside County Lakeland Village Child Care Facilities Project

Project No.: FM08938011633

LOCATED AT: 16275 Grand Avenue Lake Elsinore, California, 92530



PREPARED BY:
COUNTY OF RIVERSIDE
FACILITIES MANAGEMENT
PROJECT MANAGEMENT OFFICE
3450 14th Street, Suite 200
RIVERSIDE, CA 92501

Content / Clarifications / Changes

ITEM NO.	DESCRIPTION
1.1	Requests for Clarification/Pre-Bid RFIs No. 001 and 002 from Inland Building Construction Companies, Inc. (IBCC) and Response (refer to ATTACHMENT 1, ATTACHMENT 2, and ATTACHMENT 3)
1.2	Deadline for submitting Requests for Clarification: July 19, 2024, at 5:00 p.m.
1.3	Mandatory Pre-Bid Job Walk Sign-In Sheet (refer to ATTACHMENT 4)
1.4	The Engineer's Estimate is \$7,580,000.00.

Addendum # 03 Attachment List

ATTACHMENT NO.	ATTACHMENT DESCRIPTION
Attachment 1	IBCC Request for Clarification / Pre-Bid RFI No. 001 with Response (1 page)
Attachment 2	IBCC Request for Clarification / Pre-Bid RFI No. 002 with Response (1 page)
Attachment 3	Requests for Clarification / RFI Log (1 page)
Attachment 4	Copy of the Mandatory Pre-Bid Job Walk Sign-In Sheet (6 pages)



Project Name:			Date:	06/20/24	Job No.: N/A		
Lakeland Village Child	Care Facilities		RFI#:	001			
To: cdionne@waremalco	omb.com	From:	IBCC				
Subject: Prequalification	Requirements						
Specified Section	Paragraph No.	Drawir	ıg No.		Detail No.		
N/A	N/A	N/A	4		N/A		
☒ Need for Clarification☐ Conflict within Documents☐ Unforeseen Condition	☐ Coordination Problem☐ Other						
Are there any prequalifi first-tier subcontractors	?	for the prim	e contracto	or or any of	the		
Contractor's Proposed Res	solution:						
Cost Impact: none		Time Impac	t: none				
Architect's Response: BRFI001-Prequalification Requirements -Response: There are no requirements for prospective prime contractors and subcontractors to be prequalified by the Owner/County of Riverside for this projectPE/WM-RB/RC20240703 -File: _BRFI001-PrequalificationRequirements_response20240703.pdf Refer to RFI procedures specified in Contract Documents. Requests for Information (RFI). This RFI when completed, is not authorization for change to the Contract Documents. Changes to the Contract Documents are authorized only by properly executed Construction Change Directive or Change Order.							
Attachments							
Architect Signature:				Date:			



Project Name:			Date:	06/20/24	Job No.: N/A		
Lakeland Village Child (Care Facilities		RFI #: 002				
To: cdionne@waremalco	omb.com	From:	IBCC				
Subject: Subcontractor P	ayment & Performan	ce Bond					
Specified Section	Paragraph No.	Drawir	ng No.		Detail No.		
N/A	N/A	N/A	4		N/A		
X Need for Clarification ☐ Conflict within Documents ☐ Unforeseen Condition	☐ Coordination Problem☐ Other						
Please confirm if payme	ent and performance	bonds requ	iired for su	bcontractor	rs?		
Contractor's Proposed Res	olution:						
			_				
Attachments Cost Impact: none		Time Impac	t· none				
Time Impact: none Architect's Response: BRFI002-PerfomancePaymentBond -Response: Only the successful Bidder will be required by the Owner/County of Riverside to furnish a Performance Bond and a Payment BondPE/WM-RB/RC20240703 -File: _BRFI002-PerfomancePaymentBond_response20240703.pdf Refer to RFI procedures specified in Contract Documents. Requests for Information (RFI). This RFI when completed, is not authorization for change to the Contract Documents. Changes to the Contract Documents are authorized only by properly executed							
Construction Change Directive or							
☐ Attachments Architect Signature:				Date [.]			

TO ADDENDUM NO. 3

Project Name: Riverside County Lakeland Village Child Care Facilities Project

Date of RFC	RFC #	Question	Response	Date of Response	Response Issued	Responded By	RFC Submitted By	Contractor RFC #	Addendum Issued
6/20/2024	BRFI001	or any of the first-tier subcontractors?	There are no requirements for prospective prime contractors and subcontractors to be prequalified by the Owner/County of Riverside for this project.	7/3/2024	7/3/2024	Ware Malcomb / County of Riverside	Inland Building Construction Companies, Inc.	001	3
6/20/2024	BRFI002	performance bonds required for subcontractors?	Only the successful Bidder will be required by the Owner/County of Riverside to furnish a Performance Bond and a Payment Bond.	7/3/2024	7/3/2024	Ware Malcomb / County of Riverside	Inland Building Construction Companies, Inc.	002	3

ATTACHMENT 4

TO ADDENDUM NO. 3



Riverside County Lakeland Village Child Care Facilities Project

Project No. FM08938011633

MANDATORY PRE-BID CONFERENCE

16275 Grand Avenue, Lake Elsinore, California 92530

June 25, 2024 - 9:00 a.m.

Name	Signature	Dept./Company	Phone	Email JKbstev MANNQ
JOE Kloster MANN	13	PCAVA	87.0216	Prava CSI. Com
Jonathan Dige	Joseph Pr	Archico Pesyula	id 562-912-163	3 Joya arenico con
KINAN Kotash	9	Hori Bons construction	714-626-	Kinana Horizonscci. L Mikeattofizonscci. Bidding a Horizonscci
Milad Hasseini	milan Ha	VINCON CONSTRUCTION	In 714 928280	milad@ Vincor inc.com
Alkaso Pineda	Afonso Pine da a	O.F. Perez Construction	ian 714 - 774-4778	Jose C. @ DFReez. Com
DAJIO SILVA	Donetch	AMG & ASSOCIATES	NC 661-251-7401	ESTIMATING @ AMGASSOCIATESING. CON
Bob Mag ee	Mya	BOS First District		
Druid Coope	e Dawlow	DAUKO & SOME COME		DAMES
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Project No. FM08938011633

MANDATORY PRE-BID CONFERENCE

16275 Grand Avenue, Lake Elsinore, California 92530

June 25, 2024 - 9:00 a.m.

Name	Signature	Dept./Company	Phone	Email
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Project No. FM08938011633

MANDATORY PRE-BID CONFERENCE

16275 Grand Avenue, Lake Elsinore, California 92530

June 25, 2024 - 9:00 a.m.

Name	Signature	Dept./Company	Phone	Email XANFERGUSONE
DANLU. FERGUSO	A Pon	BALFOUR BEATTE		
CODY Stewart	Chaffe	Fovey/Shultz	951-47156	7 BidDiscovery
I'm Felnance	7.10	Interes Building Curate	904 884628	Estmorm, & IBUM. Cus
Todal Thomas	The same	RCCustorction	902-829-3688	Bd5@ reconstruction con
Bryntee Pepper	<u> 1000 UI</u>	Kya Services	562387324	bryndee. Pepper @ 5 the Kyagroup com
Kuson Hennedy	Hance	Quinn Rentals	951-757-0505	Kason, Kennedy 2918-CAT
Carol Apula	Chrol Abell	First & Riverside	951.955.0427	Capellace vivco.ors
I'm fallerson		FIL	951-205-3917	Tipatherson Ofines dec
Pedram Ebrahimi	Durande	Wave Malcomb	518 488 878	32 Pebrahimia Wavemakomb
Gasal		IDR		in fo Did & deno. com
			-	



Project No. FM08938011633

MANDATORY PRE-BID CONFERENCE

16275 Grand Avenue, Lake Elsinore, California 92530

June 25, 2024 - 9:00 a.m.

Name	Signature	Dept./Company	Phone	Email
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Project No. FM08938011633

MANDATORY PRE-BID CONFERENCE

16275 Grand Avenue, Lake Elsinore, California 92530

June 25, 2024 - 9:00 a.m.

Name	Signature	Dept./Company	Phone	Email
Stephanie Alkin	s Syphana He	Hamel Conclete	951-600-27	83 estimatingahane
Sam Hodselen	Smulklah	Prava Construction	760 929 9787	estimating pruvacsi.com
Daniel Ayala	DA-	Mackone Developmen	+ 714 3768425	day alagmackone. com
Panlel Youn	- ONE	ACI	714-709-333	5 dankel @ angelescontroctor com
Dean Song	Beent	ACI One Control		deans@anglesconbacter.com
RIZALDY BALUYOT	R	SKY (OMSTRUCTY)) (COUNTY OF RIVERSIDE FACILITIES MGMT PMO	951-232-9269	Can
47				
1			,	
3		*		



Project No. FM08938011633

MANDATORY PRE-BID CONFERENCE

16275 Grand Avenue, Lake Elsinore, California 92530

June 25, 2024 - 9:00 a.m.

Name	Signature	Dept./Company	Phone	Email
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			,	

ADDENDUM #04

July 17, 2024

FOR:

Riverside County Lakeland Village Child Care Facilities Project

Project No.: FM08938011633

LOCATED AT: 16275 Grand Avenue Lake Elsinore, California, 92530



PREPARED BY:
COUNTY OF RIVERSIDE
FACILITIES MANAGEMENT
PROJECT MANAGEMENT OFFICE
3450 14th Street, Suite 200
RIVERSIDE, CA 92501

Addendum # 04 Content and Attachment List

DESCRIPTION_____

- Request for Clarification/Pre-Bid RFI Log Labeled "PRE-BID REQUESTS FOR CLARIFICATIONS (RFC) LOG" (5 pages)
- Request for Clarifications/Pre-Bid RFIs and Responses (34 pages)

Date of RFC	RFC #	Question	Response	Date of Response	Response Issued	Responded To By	RFC Submitted By	Contractor RFC #	Addendum Issued
6/20/2024	BRFI001	Are there any prequalification requirements for the prime contractor or any of the first-tier subcontractors?	There are no requirements for prospective prime contractors and subcontractors to be prequalified by the Owner/County of Riverside for this project.	7/3/2024	7/3/2024	Ware Malcomb / County of Riverside	Inland Building Construction Companies, Inc.	001	3
6/20/2024	BRFI002	Please confirm if payment and performance bonds required for subcontractors?	Only the successful Bidder will be required by the Owner/County of Riverside to furnish a Performance Bond and a Payment Bond.	7/3/2024	7/3/2024	Ware Malcomb / County of Riverside	Inland Building Construction Companies, Inc.	002	3
7/5/2024	BRFIMDI 001	Please provide the electrical sheet for detail of poles for fixture types PT1 & PT2. Is it round or square, steel or aluminum and height. Sheet No. A150 – Finish Plan tag name RF-1 floor finishes does not include in Sheet No. A620 finish schedule. Please clarify. (SEE ATTACHED COMPLETE RFI & RESPONSE)	ITEM: LUXURY VINYL TILE MFR: SHAW CONTRACT COLLECTION: BRANCHING OUT COLOR: PLAINS OAK (SEE ATTACHED COMPLETE RFI & RESPONSE)	7/8/2024	7/17/2024	Ware Malcomb	MDI	1	4
7/5/2024	BRFI003	Sheet A150 calls for CON floor finish in Rooms 108,111,112, and 124, but CON is not listed as a floor finish on the finish schedule Sheet A620.	CON to be polished concrete.	7/8/2024	7/17/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	003	4
7/5/2024	BRFI004	Sheet A150 calls for RF floor finish in multiple rooms, however RF is not listed as a floor finish on the finish schedule Sheet A620. Please advise.	ITEM: LUXURY VINYL TILE MFR: SHAW CONTRACT COLLECTION: BRANCHING OUT COLOR: PLAINS OAK	7/8/2024	7/17/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	004	4
7/5/2024	BRFI005	Sheet L1.00 Site Amenities Legend lists SA-1 Shade Sail and states to see footnote #1 on the Notes heading, which refers you to the Specifications for additional information. No Specifications were provided for the 4Shade Sail. Please provide SA-1 Shade Sail Specifications.	Please see the specifications and landscape consultant response in the following. (SEE ATTACHED COMPLETE RFI & RESPONSE)	7/10/2024	7/17/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	005	4

Date of RFC	RFC #	Question	Response	Date of Response	Response Issued	Responded To By	RFC Submitted By	Contractor RFC #	Addendum Issued
7/5/2024	BRFI006	Sheet L1.01 calls out SA-1 Shade Sail near the northwest corner of the site. Nothing is depicted in the location that the Keynote is pointing. Please provide the location, dimensions and details for the Shade Sail.	Please see the specifications and landscape consultant response in the following. (SEE ATTACHED COMPLETE RFI & RESPONSE)	7/10/2024	7/17/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	006	4
7/5/2024	BRFI007	One undercounter refrigerator is shown in Room 101, Spec section 11 30 13 section 2.5 lists two different types of undercounter refrigerators, EA-1 & EA-2. Please confirm if EA-1 or EA-2 is to be included.	refrigerator in room 101. EA-	7/8/2024	7/17/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	007	4
7/5/2024	BRFI008	Appliance specification 11 30 13 refers you to the plans for the Model No., however no information regarding Model No. is provided on the plans.	Not part of this bidding. GC to coordinate with end user to provide acceptable ref. opening for purchased appliance.	7/10/2024	7/17/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	008	4
7/5/2024	BRF1009	Appliance specification 11 30 13 calls for Coffee Makers, but none are shown on plans. Please confirm if these are required. If so, please provide quantity and location.	Not part of this bidding.	7/10/2024	7/17/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	009	4
7/5/2024	BRFI010	Elevation 4B/A414 shows a stove but there are no callouts and it is not listed in the Appliance Specifications. Please confirm if this is to be provided by the Contractor. If so, please provide specifications.	Not part of this bidding.	7/10/2024	7/17/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	010	4

Date of RFC	RFC #	Question	Response	Date of Response	Response Issued	Responded To By	RFC Submitted By	Contractor RFC #	Addendum Issued
7/5/2024	BRFI011	Sheet A210 exterior elevation calls for a smooth plaster finish with integral color but the paint note on the same sheet calls for all walls to be painted and includes a paint schedule. Please confirm if plaster is to be integral color or painted.	The exterior wall plaster finish is a fine sand finish to be painted over.	7/8/2024	7/17/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	011	4
7/5/2024	BRFI012	Office Equipment Specification 11 28 00 refer you to an office equipment schedule on the drawings but no office equipment schedule was provided. Please advise.	Not part of this bidding.	7/10/2024	7/17/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	012	4
7/5/2024	BRFI013	Plan sheet A190 Keynote 1 calls for Single-Ply Roofing. Please confirm spec section 07 51 13 Asphalt Roofing does not apply to this project.	The single plywood roofing is correct, Asphalt roofing does not apply to this project.	7/8/2024	7/17/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	013	4
7/5/2024	BRFI014	Plan Sheet A210 Keynote 404 calls for Pre-fab aluminum canopy, however sheet S102 Roof Plan calls for the canopies to be wood framed. Please advise.	The canopies are wood frame and there are no pre-fab canopies in this project.	7/8/2024	7/17/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	014	4
7/5/2024	BRFI015	Plan Sheet A410 keynote 407 calls for future signage. Please confirm exterior building signage is not to be included as part of this bid.	This signage is not to be included as part of this bid.	7/8/2024	7/17/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	015	4
7/5/2024	BRFI016	Plan Sheet A120 calls out keynotes 229 & 230 but no description is provided. Please advise.	229 UPPER AND LOWER CABINETS IN THIS ROOM TO HAVE LOCKS. SEE SHEET A414 FOR LOCK SPECIFICATION. 230 LOWER CABINETS IN THIS ROOM TO HAVE LOCKS. SEE SHEET A414 FOR LOCK SPECIFICATION.	7/8/2024	7/17/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	016	4

Date of RFC	RFC#	Question	Response	Date of Response	Response Issued	Responded To By	RFC Submitted By	Contractor RFC #	Addendum Issued
7/5/2024	BRFI017	Elevations on A415 call for WD-1 wall finish at the bench seating nook, however no WD-1 listed on A620 Finish Schedule. Please provide information on WD-1.	(SEE ATTACHED COMPLETE RFI & RESPONSE)	7/8/2024	7/17/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	017	4
7/5/2024	BRFI018	Plan Sheet A100 Keynote 115 calls for Chain Link Fence, however plan sheet L1.00 calls for fence to be Steel with Puncto Panels. Please advise.	The fence to be steel with puncto panels.	7/8/2024	7/17/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	018	4
7/5/2024	BRFI019	Plan Sheet A100 Keynote 116 calls for Chain Link Swing Gate, however detail H/L1.52 calls for barrier gate. Please advise.	The gate is a barrier gate.	7/8/2024	7/17/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	019	4
7/5/2024	BRFI020	Drawings do not have any window calls outs or window schedule. Please provide.	Please see the window schedule attached.	7/8/2024	7/17/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	020	4
7/5/2024	BRFI021	Door #125 is assigned Type BD1, however there is no door Type BD1 shown. Please advise.	BD-1 is a wood barn door (SEE ATTACHED COMPLETE RFI & RESPONSE)	7/8/2024	7/17/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	021	4
7/5/2024	BRFI022	Door #125 is not assigned to any hardware group. Please advise.	Please see the updated door schedule attached.	7/10/2024	7/17/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	022	4
7/5/2024	BRFI023	Finish Plan A150 calls for WP-1 in the Janitor's Room 109. WP-1 is not listed on the Finish Schedule A620. Please advise.	WP-1 to be Acrovyn #265 Fog, Suede.	7/8/2024	7/17/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	023	4
7/5/2024	BRFI024	Finish Carpentry Spec 06 20 23 calls for interior trim, shelving & clothes rods, however none are shown on the plans. Please confirm if spec section 06 20 23 applies to this project.	No finish Carpentry in this project.	7/8/2024	7/17/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	024	4
7/8/2024	BRFI025	Detail 9/A414 does not call out the counter top finish at Copy Room 125, please advise.	Counter top finish at copy room to be Quartz (QTZ-1).	7/8/2024	7/17/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	025	4

PRE-BID REQUESTS FOR CLARIFICATION (RFC) LOG

Project Name: Riverside County Lakeland Village Child Care Facilities Project

Project No.: FM08938011633

Date of RFC	RFC #	Question	Response	Date of Response	Response Issued	Responded To By	RFC Submitted By	Contractor RFC #	Addendum Issued
7/8/2024		Multiple elevations on sheet A414 call for cabinet finishes to be WD-1, but WD-1 is not listed on sheet A620 Finish Schedule. Please confirm if this is a typo and all cabinets are to have WDV-1 Finish.	WD-1 and WDV-1 are the same.	7/8/2024	7/17/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	026	4

ADDENDUM NO. 4 ATTACHMENT



County of Riverside

For: Lakeland Village Child Care Facilities

PRE-BID REQUEST FOR INFORMATION

To:

PRE-BID RFI NO:	
DRAWING #:	
SPEC. SECTION:	
PROJECT #: FM#08938011633	
INITIATOR: Shane Valencia	
DATE: 07/5/24	

PRIORITY:

ATTENTION:

cdionne@waremalcomb.com

	Immediate	Routine Time Frame
\boxtimes	Response Required,	☐ Acceptable
	Item Impacts	•

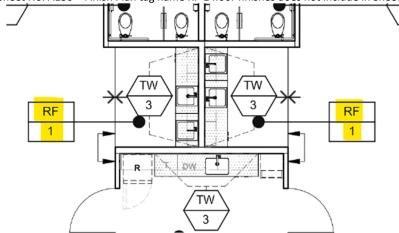
SUBJECT: Pre-Bid RFI

INFORMATION REQUESTED:

1. Please provide the electrical sheet for detail of poles for fixture types PT1 & PT2. Is it round or square, steel or aluminum and height.

. Sheet No. A150 – Finish Plan tag name RF-1 floor finishes does not include in Sheet No. A620 finish schedule. Please clarify.

Progress



BRFIMDI 001- Finish Plan
-Response: ITEM: LUXURY VINYL TILE
MFR: SHAW CONTRACT
COLLECTION: BRANCHING OUT
COLOR: PLAINS OAK
-SA/WM-RB/RC 20240708

-File: MDI 001- Finish Plan_response20240710

.PDF

RESPONSE NEEDED BY:	COST IMP	COST IMPACT:		E IMPACT:
	NO:		NO:	
	YES:	R.O.M.	YES:	DAYS:

RESPONSE:

The work shall be carried out in accordance with the following supplemental instructions issued in accordance with the contract documents without change in Contract Sum or Contract Time. Proceeding with the Work in accordance with these instructions indicates the Contractor's acknowledgement that there will be no change in the Contract Sum or Contract Time. If the Contractor considers that a change in Contract Sum or Contract Time is required, before proceeding with the work obtain authorization from the Owner by notifying the Owner and the Architect within two (2) working days and submit an itemized proposal within ten (10) working days.

BY:	DATE:
· · · · · · · · · · · · · · · · · · ·	



Project Name:	Date: 07/05/24 Job No.: N/A							
Lakeland Village Child Care Facilities			RFI#: 003					
To: cdionne@waremalcomb.com Fr			IBCC					
Subject: Floor Finish								
Specified Section	Paragraph No.	Drawing No. Detail No.		Detail No.				
N/A	N/A	A150 8	A150 & A620		N/A			
Need for Clarification □ Conflict within Documents □ Unforeseen Condition	☐ Coordination Problem☐ Other							
	Sheet A150 calls for CON floor finish in Rooms 108,111,112, and 124, but CON is not listed as a floor finish on the finish schedule Sheet A620.							
Contractor's Proposed Res	olution:							
☐ Attachments								
Cost Impact:		Time Impac	t:					
Architect's Response:		,	<u></u>					
BRFI003- Floor Finish -Response: CON to be polis -SA/WM-RB/RC20240708 -File: _BRFI003- Floor Finish Refer to RFI procedures specified authorization for change to the Co	n_response 20240708.PE in Contract Documents. Req ontract Documents. Changes	uests for Inforn			-			
Attachments	Onange Order.							
Architect Signature:				Date:				



Project Name:			Date:	07/05/24	Job No.: N/A		
Lakeland Village Child Care Facilities			RFI#: 004				
To: cdionne@waremalco	mb.com	From:	IBCC				
Subject: Floor Finish							
Specified Section	Paragraph No.	Drawir	ıg No.		Detail No.		
N/A	N/A	A150 8	& A620		N/A		
■ Need for Clarification □ Conflict within Documents □ Unforeseen Condition	☐ Coordination Problem☐ Other						
Sheet A150 calls for RF floor finish in multiple rooms, however RF is not listed as a floor finish on the finish schedule Sheet A620. Please advise. Contractor's Proposed Resolution:							
□Attachments							
Cost Impact:		Time Impac	 t:				
		1					
Architect's Response: BRFI004- Floor Finish -Response: ITEM: LUXURY VINYL TILE MFR: SHAW CONTRACT COLLECTION: BRANCHING OUT COLOR: PLAINS OAK -SA/WM-RB/RC 20240708 -File: BRFI004- Floor Finish_response20240708 .PDF Refer to RFI procedures specified in Contract Documents. Requests for Information (RFI). This RFI when completed, is not							
authorization for change to the Co Construction Change Directive or	ontract Documents. Changes						
Attachments							
Architect Signature:				Date:			



Project Name:			Date: 07/05/24 Job No.: N/A			
Lakeland Village Child Care Facilities			RFI #: 005			
To: cdionne@waremalco	omb.com	From:	IBCC			
Subject: Shade Sail						
Specified Section	Paragraph No.	Drawir	ng No.		Detail No.	
N/A	N/A	L1.0	N/A			
Need for Clarification □ Conflict within Documents □ Unforeseen Condition	☐ Coordination Problem☐ Other					
Sheet L1.00 Site Amenities Legend lists SA-1 Shade Sail and states to see footnote #1 on the Notes heading, which refers you to the Specifications for additional information. No Specifications were provided for the 4Shade Sail. Please provide SA-1 Shade Sail Specifications.						
Contractor's Proposed Res	olution:		,			
Attachments						
Cost Impact:		Time Impac	t:			
Architect's Response:						
SHADE SAIL SPECIFICATIONS ATTACHED (3 PAGES). BRF1005-Shade Sail -Response: Please see the specifications and landscape consultant response in the followingPE/WM-RB/RC20240710 -File: _BRF1005-Shade Sail_response20240710.pdf						
Refer to RFI procedures specified authorization for change to the Co	in Contract Documents. Requestract Documents. Changes				-	
Architect Signature:	li A. Bigh EPTD	ESIGN		Date: 07.0	08.24	

EPTDESIGN



PROJECT	LAKELAND CHILDCARE CENTER	PROJECT #	E23-513
OWNER/CLIENT	RIVERSIDE COUNTY	RFI #	005
то	WARE MALCOMB	PHONE	949.660.9128 EXT1095
сс	PEDRAM RAZAVI EBRAHIMI		
FROM	CAROLINE BINGHAM, EPTDESIGN		
REGARDING	RFI #005 FROM IBCC, INC		
SUBJECT	SHADE SAIL		

Sheet L1.00

1. Sheet L1.00 Site Amenities Legend lists SA-1 Shade Sail and states to see footnote #1 on the Notes heading, which refers you to the Specifications for additional information. No Specifications were provided for the 4Shade Sail. Please provide SA-1 Shade Sail Specifications.

Response: Please find specifications for shade sail from Shade Covers USA, attached.



STANDARD SHADE SAIL & SHADE STRUCTURE SPECIFICATIONS

Quality Assurance

All shade structures & shade sails shall be installed and rigged by a trained competent person.

All equipment shall be free of sharp edges and corners, or extremely rough surfaces.

All materials shall be new and conform to all standards as specified.

The steel frame and concrete foundations for the shade structures or shade sails shall be designed by an engineer licensed in the state of installation.

The steel frames and related concrete foundations for the shade structure to be designed in conformance with the latest version IBC or per local requirement.

Wind Design Speed: 80 to 130 miles per hour or per local requirement.

Basic live load: 5 psf Exposure: C

Coatings

Non-galvanized steel

Where size of structure or determined loads require larger structural steel members or greater than 7-gauge thickness, carbon steel may be substituted. Cleaning and coating of carbon steel shall conform to the following:

- Degrease with mild alkaline cleaner at 140 degrees.
- Iron phosphate rinse to create a conversion layer on the steel.
- Prebake in oven at 350-400 degrees to burn off additional contaminants.
- Powdercoat with a TGIC polyester powder top coat.
- Min. of 2.5 millimeters thick.

Pre-galvanized steel

Steel already has a triple layer of zinc protection with a polymer clear coat, which acts as a primer.

- Clean with a mild alkaline solution.
- Prebake in oven at 350-400 degrees to burn off additional contaminants.
- Powdercoat with a TGIC polyester powder top coat.
- Min. of 2.5 millimeters thick.

Materials

Steel:

- All carbon structural steel shall be ASTM A-36, except steel pipe columns, which shall be ASTM A-53, grade B, unless otherwise noted.
- All welds are performed using E70XX electrodes or gas metal arc welding using ER 70S3 wire.
- All fillet welds shall be a minimum of three-sixteenths (3/16) inch unless otherwise noted.

Tensioning cable & hardware:

- Shall conform to FED. Spec. RR-W-410
- Steel cable is determined based on calculated engineering load. For high and medium loads, 1/4" (minimal) galvanized 7x19 cable is to be used. For heavy loads, 5/16 3/8" (minimal) galvanized 7x19 cable is to be used.
- Cable connectors and fabric hardware shall be stainless steel or galvanized.

Shade structure fabric shall meet the following list of requirements:

- High-density polyethylene to block out 90% of ultraviolet rays
- Monofilament and tape construction, giving a stable material.
- Rachell knitted to ensure material will not unravel if cut.

Strip tensile Strength:

Warp lb/inch 278 lbs Per ASTM D5034 Weft lb/inch 340 lbs Per ASTM D5034

Fabric Mass Minimum: 9.6 oz / sq. yd.

Fading: Minimum fading allowed after 5 years.

Temperature stability: Minimum temp. -13 ° F

Maximum temp. 176° F

Fire rating: CAFM Title 19 CFSM,

Section 1237 NFPA-701 #2

Weatherability: ASTM G53

All corners shall be strengthened with 13-16 oz. non-tear vinyl material.

Thread:

- Gortex Tenara thread
- Shall be high density, low shrinkage, abrasion resistant, UV radiation immune, unaffected by cleaning agents, acid rain, mildew, chlorine, saltwater, and industrial pollutants.
- Should be warranted for a period of ten (10) years.

Installation:

Install shade structures in a timely manner and coordinate with the work of other trades. Securely fasten all parts to be attached. Make sure all parts interact freely and smoothly without binding, sticking or excessive clearance.

Install each shade structure and hardware item in compliance with the manufacturers' instructions and recommendations.

Manufacturer's Warranty:

The structural integrity of the steel shall be warranted for twenty (20) years.

The fabric and sewn composite shade covering shall have a limited warranty for 10 years.

The product, when used in its designed capacity, must be guaranteed for a period of 10 years from original installation against:

- The steel frame corroding or deteriorating under normal conditions.
- The steel frame from deteriorating from faulty workmanship.
- Inappropriate design of supporting structure.
- All fabric tops shall be warranted for winds and gusts up to engineering requirement. The fabric warranty is void if winds or gusts are in excess of engineering.
- Excessive loss of color in the fabric under normal exposure conditions, including sunlight, rot and normal atmospheric chemicals that may render it unserviceable.
- Any wearing or blowouts due to wind caused by improper installation or design. Under extreme wind conditions that exceed our design capacity, it is advisable to remove the shade fabric from the structure.
- Structures are not warranted for damages caused by snowfall, cyclones, typhoons, or other acts of God. For canopies not engineered
- for snow loads, the fabric must be removed during months when snow or heavy wind and storms are expected.

The contractor reserves the right to repair or replace any item covered by the warranty.

Shade structures located in areas where they may be subject to damage during construction by handling, cleaning, etc. (i.e. painting, cleaning of concrete block) shall be protected and or removed from the location until the hazardous condition is terminated.

Maintenance:

Canopies and shade sails must be inspected, and maintenance must be done at least once a year. Refer to the maintenance book supplied.



Project Name:			Date: 07/05/24 Job No.: N/A			
Lakeland Village Child Care Facilities			RFI#: 006			
To: cdionne@waremalco	From:	From: IBCC				
Subject: Shade Sail						
Specified Section	Paragraph No.	Drawir	ıg No.		Detail No.	
N/A	N/A	L1.01		N/A		
⊠ Need for Clarification □ Conflict within Documents □ Unforeseen Condition	☐ Coordination Problem☐ Other					
Sheet L1.01 calls out SA the location that the Key the Shade Sail.					•	
Contractor's Proposed Res	olution:					
Attachments						
Cost Impact:		Time Impac	t:			
Architect's Response:						
PLEASE FIND PLAN M BRF1006-Shade Sail -Response: Please see the speci -PE/WM-RB/RC20240710 -File: _BRF1006-Shade Sail_respon Refer to RFI procedures specified	fications and landscape con nse20240710.pdf	sultant respons	e in the followi	ng.		
authorization for change to the Co Construction Change Directive or	ontract Documents. Changes				-	
X Attachments						
Architect Signature:	Mi A. Bryh	_		Date: 07/08	/24	

EPTDESIGN

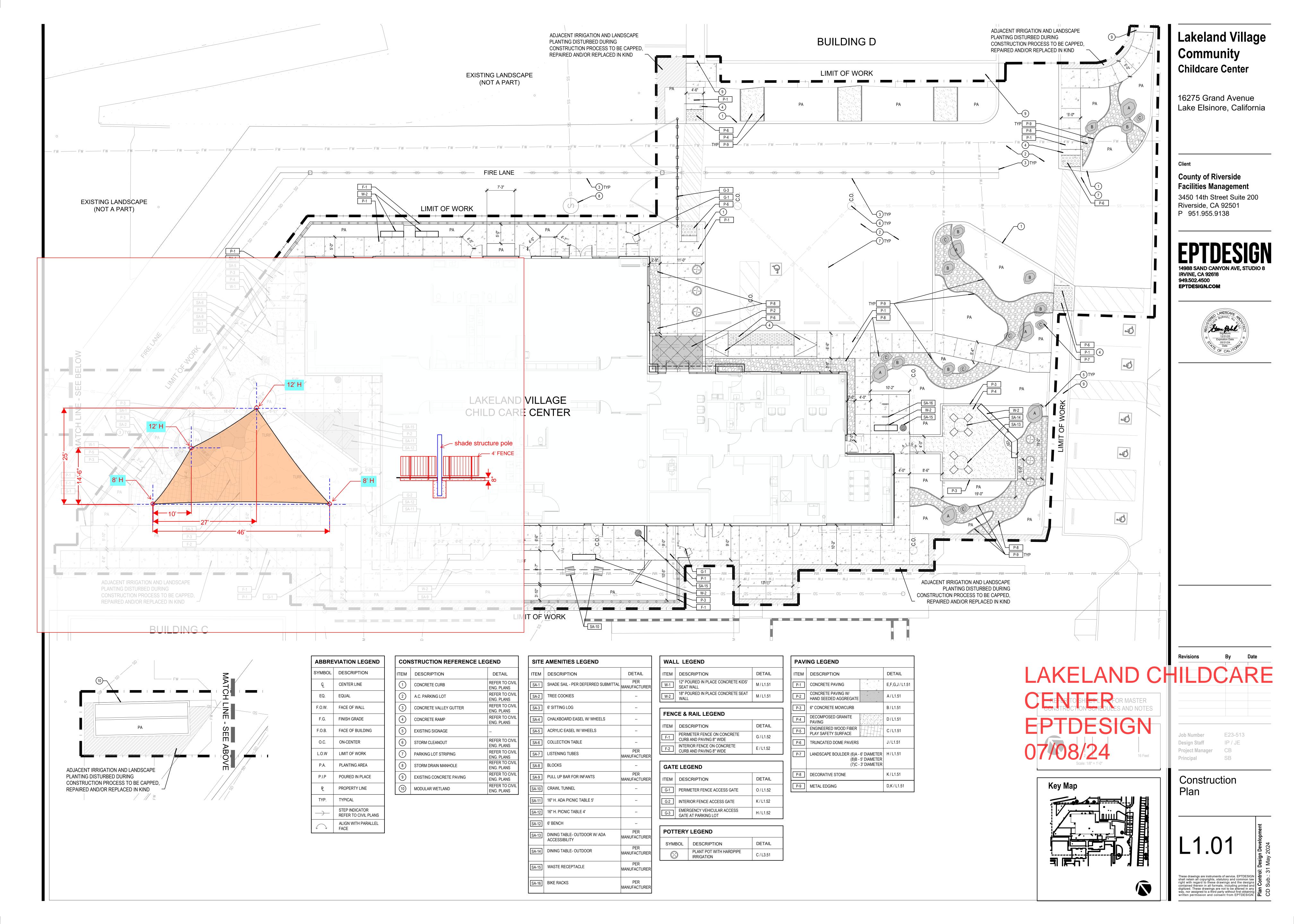


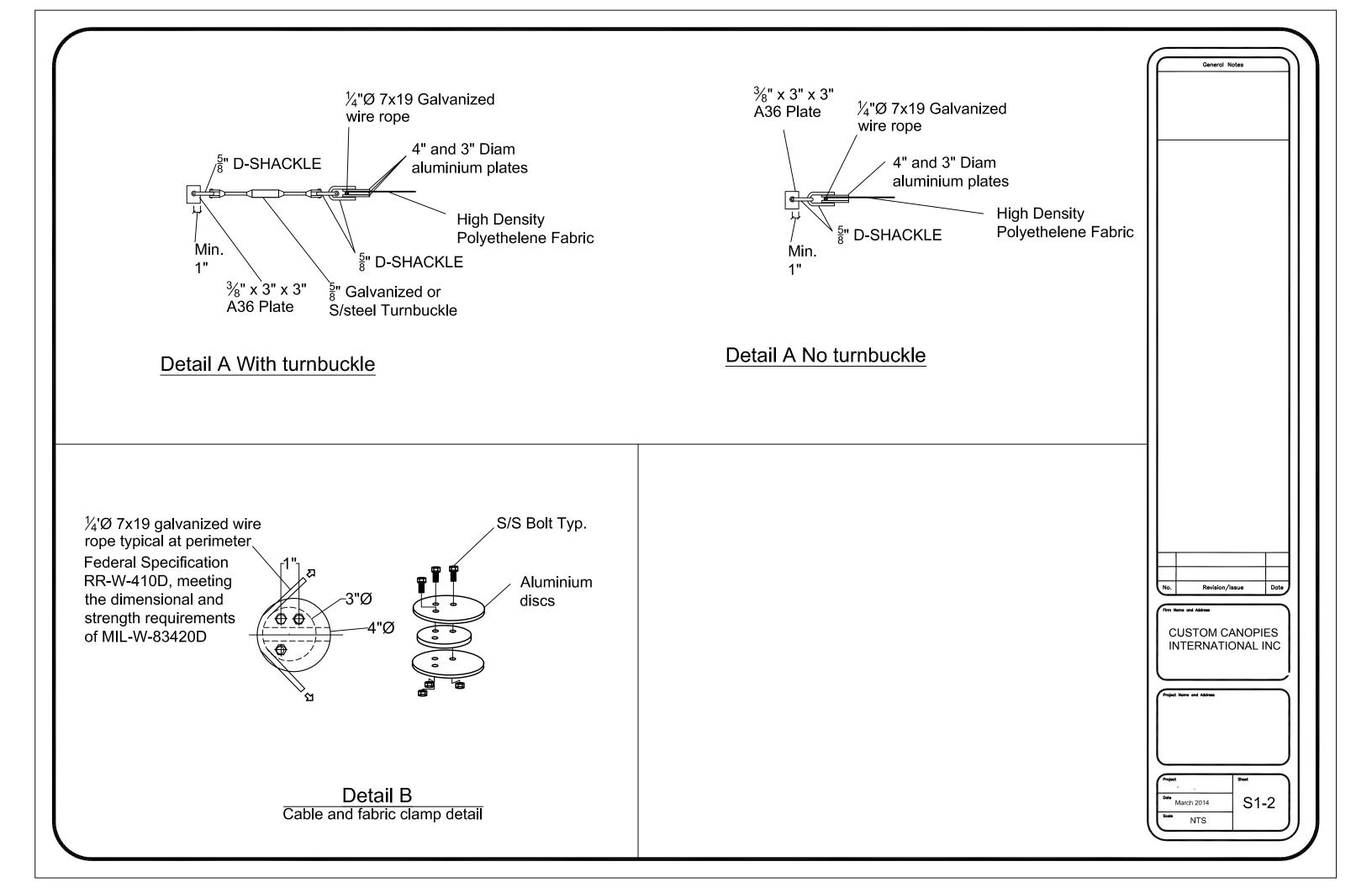
PROJECT	LAKELAND CHILDCARE CENTER	PROJECT #	E23-513
OWNER/CLIENT	RIVERSIDE COUNTY	RFI#	006
то	WARE MALCOMB	PHONE	949.660.9128 EXT1095
СС	PEDRAM RAZAVI EBRAHIMI		
FROM	CAROLINE BINGHAM, EPTDESIGN		
REGARDING	RFI #006 FROM IBCC, INC		
SUBJECT	SHADE SAIL		

Sheet L1.00

1. Sheet L1.01 calls out SA-1 Shade Sail near the northwest corner of the site. Nothing is depicted in the location that the Keynote is pointing. Please provide the location, dimensions and details for the Shade Sail.

Response: PLEASE FIND PLAN MARKUP AND DETAILS FROM VENDOR, ATTACHED.







Project Name:			Date: 07/05/24 Job No.: N/A			
Lakeland Village Child Care Facilities			RFI#: 007			
To: cdionne@waremalco	From:	IBCC				
Subject: Undercounter Re	efrigerator					
Specified Section	Paragraph No.	Drawing No.			Detail No.	
11 30 13	N/A	N/A		N/A		
Need for Clarification □ Conflict within Documents □ Unforeseen Condition	☐ Coordination Problem☐ Other					
One undercounter refrigoring different types of undercounter included.						
Contractor's Proposed Res	olution:					
Attachments						
Cost Impact:		Time Impac	t:			
Architect's Response:		•				
BRFI007- Undecounter Refi Response:Only 1 under-cou included. -SA/WM-RB/RC 20240708 -File: BRFI007-Undecounter Refer to RFI procedures specified authorization for change to the Co Construction Change Directive or	r Refrigerator_response2 in Contract Documents. Requirements. Changes	0240708 .PD	F nation (RFI). Tr			
Attachments	V					
Architect Signature:		,		Date:		



Project Name:			Date:	07/05/24	Job No.: N/A	
Lakeland Village Child Care Facilities			RFI#: 008			
To: cdionne@waremalco	From:	IBCC				
Subject: Appliance Mode	l No.					
Specified Section	Paragraph No.	Drawing No. Detail No.		Detail No.		
11 30 13	N/A	N/A	A		N/A	
☑ Need for Clarification☐ Conflict within Documents☐ Unforeseen Condition	☐ Coordination Problem☐ Other					
Appliance specification 1 regarding Model No. is p		-	for the Mo	del No., ho	wever no information	
Contractor's Proposed Resolution:						
Attachments						
Cost Impact:		Time Impac	t:			
Architect's Response: BRFI008-Appliance Model NoResponse: Not part of this bidding. GC to coordinate with end user to provide acceptable ref. opening for purchased appliancePE/WM-RB/RC20240710 -File: _BRFI008-Appliance Model No_response20240710.pdf Refer to RFI procedures specified in Contract Documents. Requests for Information (RFI). This RFI when completed, is not						
authorization for change to the Co Construction Change Directive or	ontract Documents. Changes				-	
Attachments		,				
Architect Signature:				Date:		



Project Name:			Date:	07/05/24	Job No.: N/A		
Lakeland Village Child Care Facilities			RFI#: 009				
To: cdionne@waremalco	From:	From: IBCC					
Subject: Appliances/Coffee Maker							
Specified Section	Paragraph No.	Drawing No. Detail No.			Detail No.		
11 30 13	N/A	N/A N/A			N/A		
	☐ Coordination Problem☐ Other						
Appliance specification 11 30 13 calls for Coffee Makers, but none are shown on plans. Please confirm if these are required. If so, please provide quantity and location.							
Contractor's Proposed Resolution:							
□Attachments							
Cost Impact:		Time Impac	 t:				
Architect's Response: BRF1009-Appliances - Coffee Maker -Response: Not part of this biddingPE/WM-RB/RC20240710 -File: _BRF1009-Appliances - Coffee Maker_response20240710.pdf							
Refer to RFI procedures specified in Contract Documents. Requests for Information (RFI). This RFI when completed, is not authorization for change to the Contract Documents. Changes to the Contract Documents are authorized only by properly executed Construction Change Directive or Change Order.							
Attachments							
Architect Signature:				Date:			



Project Name:			Date: 07/05/24 Job No.:		Job No.: N/A		
Lakeland Village Child Care Facilities			RFI#: 010				
			IBCC				
Subject: Appliances/Stove							
Specified Section	Paragraph No.	Drawing No.		Detail No.			
11 30 13	N/A	A414		4B			
■ Need for Clarification □ Conflict within Documents □ Unforeseen Condition	☐ Coordination Problem☐ Other						
Elevation 4B/A414 shows a stove but there are no callouts and it is not listed in the Appliance Specifications. Please confirm if this is to be provided by the Contractor. If so, please provide specifications.							
Contractor's Proposed Resolution:							
□ Attachments							
Cost Impact:		Time Impac					
Architect's Response:							
BRFI010-Appliances - Stove -Response: Not part of this biddingPE/WM-RB/RC20240710 -File: _BRFI010-Appliances - Stove_response20240710.pdf Refer to RFI procedures specified in Contract Documents. Requests for Information (RFI). This RFI when completed, is not authorization for change to the Contract Documents. Changes to the Contract Documents are authorized only by properly executed Construction Change Directive or Change Order.							
Attachments							
Architect Signature:				Date:			



Project Name:			Date: 07/05/24 Job No.: N/A				
Lakeland Village Child (Care Facilities		RFI#: 011				
To: cdionne@waremalco	mb.com	From:	IBCC				
Subject: Plaster Finish							
Specified Section	Paragraph No.	Drawir	ng No.		Detail No.		
N/A	N/A	A2	10		N/A		
⊠ Need for Clarification □ Conflict within Documents □ Unforeseen Condition	☐ Coordination Problem☐ Other						
Sheet A210 exterior eleventees on the same sheet confirm if plaster is to be	calls for all walls to b	e painted a		•	•		
Contractor's Proposed Res	olution:						
Attachments							
Cost Impact:		Time Impac	act·				
Architect's Response:		111110 11110	<u>. </u>				
BRFI011- Plaster Finish-Response: The exterior wall -PE/WM-RB/RC 20240708 -File: BRFI011-Plaster Finish Refer to RFI procedures specified authorization for change to the Co Construction Change Directive or	n_response20240708 .PE in Contract Documents. Requirements. Changes)F uests for Inform	nation (RFI). Tr	is RFI when co			
Attachments							
Architect Signature:				Date:			



Project Name:		Date: 07/05/24 Job No.: N/A					
Lakeland Village Child (Care Facilities		RFI #: 012				
To: cdionne@waremalco	mb.com	From:	IBCC				
Subject: Office Equipmen	nt						
Specified Section	Paragraph No.	Drawir	ng No.		Detail No.		
11 28 00	N/A	N/	N/A N		N/A		
☑ Need for Clarification☐ Conflict within Documents☐ Unforeseen Condition	☐ Coordination Problem☐ Other						
Office Equipment Specif drawings but no office ed		•			edule on the		
Contractor's Proposed Res	olution:						
Attachments		Time Impo	4.				
Cost Impact: Architect's Response: BRFI012-Office Equipment		Time Impac	.t.				
-Response: Not part of this biddi -PE/WM-RB/RC20240710 -File: _BRFI012-Office Equipment	_response20240710.pdf						
Refer to RFI procedures specified authorization for change to the Co Construction Change Directive or	ontract Documents. Changes				-		
Attachments							
Architect Signature:				Date:			



Project Name:			Date: 07/05/24 Job No.: N/A				
Lakeland Village Child (Care Facilities		RFI#: 013				
To: cdionne@waremalco	omb.com	From:	om: IBCC				
Subject: Roofing Material							
Specified Section	Paragraph No.	Drawir	ng No.		Detail No.		
07 51 13	N/A	A19	90		N/A		
☑ Need for Clarification☐ Conflict within Documents☐ Unforeseen Condition	☐ Coordination Problem☐ Other						
Plan sheet A190 Keynot Asphalt Roofing does no	J		Please co	nfirm spec	section 07 51 13		
Contractor's Proposed Res	olution:						
Attachments							
Cost Impact:		Time Impac	ne Impact:				
Architect's Response: BRFI013-Roofing Material_ The single plywood roofing		g does not ap	ply to this pro	oject.			
-PE/WM-RB/RC 20240708 -File: _BRFI013-Roofing Ma	·		nation (RFI). Th	is RFI when co	mpleted, is not		
authorization for change to the Co Construction Change Directive or	ontract Documents. Changes						
Attachments							
Architect Signature:				Date:			



Project Name:			Date: 07/05/24 Job No.: N/A				
Lakeland Village Child (Care Facilities		RFI #: 014				
To: cdionne@waremalco	mb.com	From:	IBCC				
Subject: Metal Canopies							
Specified Section	Paragraph No.	Drawir	Drawing No. Detail No.				
10 73 16	N/A	A2	10		N/A		
⊠ Need for Clarification □ Conflict within Documents □ Unforeseen Condition	☐ Coordination Problem☐ Other						
Plan Sheet A210 Keynor calls for the canopies to				however sh	neet S102 Roof Plan		
Contractor's Proposed Res	olution:						
Attachments							
Cost Impact:		Time Impac					
Architect's Response:		11	<u></u>				
BRFI014-Metal Canopies_F The canopies are wood fran -PE/WM-RB/RC 20240708 -File: _BRFI014-Metal Cano Refer to RFI procedures specified authorization for change to the Co	in Contract Documents. Requirtract Documents. Changes	3.PDF uests for Inform	nation (RFI). Th	nis RFI when co	-		
Attachments							
Architect Signature:				Date:			



Project Name:		Date: 07/05/24 Job No.: N/A						
Lakeland Village Child (015							
To: cdionne@waremalco	mb.com	From:	IBCC					
Subject: Building Signage	9							
Specified Section	Paragraph No.	oh No. Drawing No. Detail N						
N/A	N/A	A410			N/A			
■ Need for Clarification □ Conflict within Documents □ Unforeseen Condition	☐ Coordination Problem☐ Other							
Plan Sheet A410 keynote 407 calls for future signage. Please confirm exterior building signage is not to be included as part of this bid.								
Contractor's Proposed Res	olution:							
Attachments								
Attachments Cost Impact:		Time Impac						
Architect's Response: BRFI015-Building Signage_Response: This signage is not to be included as part of this bidPE/WM-RB/RC 20240708								
-File: _BRFI015-Building Sig	gnage_response2024070	8.PDF						
Refer to RFI procedures specified authorization for change to the Co	ontract Documents. Changes							
Attachments								
Architect Signature:				Date:				



Project Name:		Date: 07/05/24 Job No.: N/A					
Lakeland Village Child (Care Facilities		RFI#: 016				
To: cdionne@waremalco	mb.com	From: IBCC					
Subject: Missing Keynote	s						
Specified Section	Drawir	ng No.		Detail No.			
N/A	N/A	A1:	20		N/A		
Need for Clarification □ Conflict within Documents □ Unforeseen Condition	☐ Coordination Problem☐ Other						
Plan Sheet A120 calls o	ut keynotes 229 & 23	50 but no de	escription is	s provided.	Please advise.		
Contractor's Proposed Res	olution:						
Attachments							
Cost Impact:		Time Impac	Time Impact:				
Architect's Response:			-				
A414 FOR LOCK SPECIFICATION.	in Contract Documents. Required the contract Documents. Changes	uests for Inforn			-		
Attachments							
Architect Signature:				Date:			



Project Name:			Date:	07/05/24	Job No.: N/	Ά		
Lakeland Village Child (Care Facilities		RFI #: 017					
To: cdionne@waremalco	omb.com	From: IBCC						
Subject: WD-1								
Specified Section	Paragraph No.	Drawir	Drawing No. Detail No.					
N/A	N/A	A4	15		N/A			
⊠ Need for Clarification □ Conflict within Documents □ Unforeseen Condition	☐ Coordination Problem☐ Other							
Elevations on A415 call for WD-1 wall finish at the bench seating nook, however no WD-1 listed on A620 Finish Schedule. Please provide information on WD-1. Contractor's Proposed Resolution:								
☐ Attachments								
Cost Impact:		Time Impac						
Architect's Response: BRFI017-WD-1 -Response:								
WOOD VENEER MARK PRODUCT TYPE GENERAL LOCATION, U.O.N		SPECIES CUT			SHEEN	NOTE		
-SA/WM-RB/RC 20240708 -File: BRFI017-WD-1_response2024				CLEAR		1		
Refer to RFI procedures specified authorization for change to the Co Construction Change Directive or	ontract Documents. Changes				-	ecuted		
Attachments								
Architect Signature:				Date [.]				



Project Name:		Date: 07/05/24 Job No.: N/A						
Lakeland Village Child (Care Facilities		RFI # : 018					
To: cdionne@waremalco	mb.com	From:	: IBCC					
Subject: Fencing								
Specified Section	ecified Section Paragraph No. Dra				Detail No.			
N/A	N/A	A1	00		N/A			
■ Need for Clarification □ Conflict within Documents □ Unforeseen Condition	☐ Coordination Problem☐ Other							
Plan Sheet A100 Keynote 115 calls for Chain Link Fence, however plan sheet L1.00 calls for fence to be Steel with Puncto Panels. Please advise.								
Contractor's Proposed Res	olution:							
Attachments Cost Impact:		Time Impac						
Architect's Response: BRFI018-Fencing_Respons The fence to be steel with p -PE/WM-RB/RC 20240708	uncto panels.	Time impac						
-File: _BRFI018-Fencing_re								
Refer to RFI procedures specified authorization for change to the Co Construction Change Directive or	ontract Documents. Changes							
Attachments								
Architect Signature:				Date:				



Project Name:		Date: 07/05/24 Job No.: N/A						
Lakeland Village Child (Care Facilities		RFI #: 019					
To: cdionne@waremalco	mb.com	From:	IBCC					
Subject: Gates								
Specified Section	Paragraph No.	Drawir	ng No.		Detail No.			
N/A	N/A	A1	00		N/A			
□ Need for Clarification □ Conflict within Documents □ Unforeseen Condition	☐ Coordination Problem☐ Other							
Plan Sheet A100 Keynote 116 calls for Chain Link Swing Gate, however detail H/L1.52 calls for barrier gate. Please advise.								
Contractor's Proposed Res	olution:							
Attachments Cost Impact:		Time Impac	+ •					
Architect's Response:		Time impac	· t.					
BRFI019-Gates_Response: The gate is a barrier gatePE/WM-RB/RC 20240708 -File: _BRFI019-Gates_resp	oonse20240708.PDF	uests for Inforn	nation (RFI). Th	nis RFI when co	empleted, is not			
authorization for change to the Co Construction Change Directive or	ontract Documents. Changes							
Attachments								
Architect Signature:				Date:				



Project Name:		Date: 07/05/24 Job No.: N/A					
Lakeland Village Child (Care Facilities		RFI#: 020				
To: cdionne@waremalco	mb.com	From:	IBCC				
Subject: Windows							
Specified Section	Paragraph No.	Drawir	ıg No.		Detail No.		
N/A	N/A	N.	/A		N/A		
⊠ Need for Clarification □ Conflict within Documents □ Unforeseen Condition	☐ Coordination Problem☐ Other						
Drawings do not have ar	ny window calls outs	or window	schedule. F	Please prov	vide.		
Contractor's Proposed Res	olution:						
				-			
Attachments		Time Immed	4.				
Cost Impact:		Time Impac	<u></u>				
Architect's Response: BRFI020-Window Schedule Please see the window sche-PE/WM-RB/RC 20240708 -File: _BRFI020-Window Schedule Please see the window Schedule Please see the Construction Change Directive or Attachments	edule attached. hedule_response202407 in Contract Documents. Requirements. Changes	uests for Inforn			-		
Architect Signature:				Date:			

WINDOW SCHEDULE														
	WINDOW FRAME FIRE COMPANY													
VIN NO.	ROOM NAME	TYPE	WIDTH	HEIGHT	SILL HEIGHT	MATERIAL	GLAZING TYPE	MATERIAL	FINISH	RATED	COMMENTS			
W1 CEI	CENTER DIRECTOR	WN1	5'-0"	10'-0"	0'-0"	ALUMINUM	TEMPERED	ALUMINUM						
	SSISTANT DIRECTOR	WN1	5'-0"	10'-0"	0'-0"	ALUMINUM	TEMPERED	ALUMINUM						
W3 S	STAFF LOUNGE	WN2	14'-6"	10'-0"	0'-0"	ALUMINUM	VISION / SPANDREL	ALUMINUM						
W4 INF	NFANT ROOM #113	WN3	9'-8"	5'-0"	5'-6"	ALUMINUM	VISION	ALUMINUM						
W5 INF	NFANT ROOM #117	WN3	9'-8"	5'-0"	5'-6"	ALUMINUM	VISION	ALUMINUM						
W6 INF	NFANT ROOM #117	WN3	9'-8"	5'-0"	5'-6"	ALUMINUM	VISION	ALUMINUM						
	NFANT ROOM #117	WN3	9'-8"	5'-0"	5'-6"	ALUMINUM	VISION	ALUMINUM						
W8 TODI	DDDLER ROOM #120	WN1	5'-0"	10'-0"	0'-0"	ALUMINUM	TEMPERED	ALUMINUM						
W9 TOD	DDDLER ROOM #120	WN1	5'-0"	10'-0"	0'-0"	ALUMINUM	TEMPERED	ALUMINUM						
	TWOS ROOM #122	WN1	5'-0"	10'-0"	0'-0"	ALUMINUM	TEMPERED	ALUMINUM						
W11 TW	TWOS ROOM #122	WN1	5'-0"	10'-0"	0'-0"	ALUMINUM	TEMPERED	ALUMINUM						
GLAZING TYPE: VISION TEMPERED							W1000000000000000000000000000000000000							
					WN1		W	NO		WN3	SPANDREL			

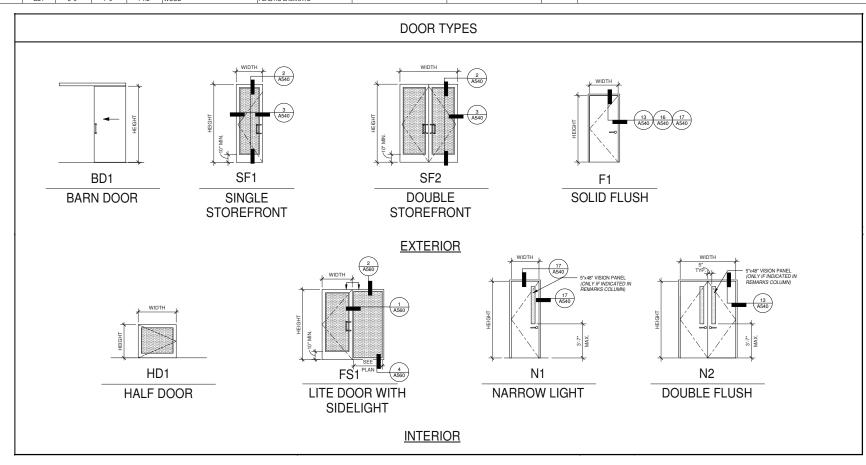


Project Name:		Date: 07/05/24 Job No.: N/A					
Lakeland Village Child (Care Facilities		RFI#: 021				
To: cdionne@waremalco	omb.com	From:	IBCC				
Subject: Doors							
Specified Section	Paragraph No.	Drawir	ng No.		Detail No.		
N/A	N/A	A	610		N/A		
☑ Need for Clarification☐ Conflict within Documents☐ Unforeseen Condition	☐ Coordination Problem☐ Other						
Door #125 is assigned T Contractor's Proposed Res		nere is no d	oor Type E	BD1 shown	. Please advise.		
☐ Attachments							
Cost Impact:		Time Impac					
Architect's Response:		-					
BRFI021- Doors-Response: BD-1 is SA/WM-RB/RC 20240708-File: BRF Doors_response20240708 .PDF	Fl021- ————————————————————————————————————	BD1 RN DOOR Juests for Inform	nation (RFI). Th	iis RFI when co	mpleted, is not		
authorization for change to the Co Construction Change Directive or		s to the Contrac	t Documents a	re authorized o	nly by properly executed		
Attachments							
Architect Signature:				Date:			



Project Name:			Date:	07/05/24	Job No.: N/A
Lakeland Village Child (Care Facilities		RFI#:	022	
To: cdionne@waremalco	omb.com	From:	IBCC		
Subject: Doors					
Specified Section	Paragraph No.	Drawir	ng No.		Detail No.
N/A	N/A	A	611		N/A
X Need for Clarification☐ Conflict within Documents☐ Unforeseen Condition	☐ Coordination Problem☐ Other				
Door #125 is not assigned		roup. Pleas	se advise.		
Attachments					
Cost Impact:		Time Impac			
Architect's Response: BRFI022-Doors -Response: Please see the upda -PE/WM-RB/RC20240710 -File: _BRFI022-Doors_response20 Refer to RFI procedures specified authorization for change to the Co	240710.pdf I in Contract Documents. Requirect Documents. Changes	uests for Inforr			
Attachments					
Architect Signature:				Date:	

							-	DOOR SCH	IEDULE		
DOOR						DOOR			FRAME	FIRE	
NO.	ROOM NAME	TYPE	WIDTH	HEIGHT	THICK	MATERIAL	FINISH	MATERIAL	FINISH	RATING	COMMENTS
						•	•				
100	LOBBY	SF2	6'-0"	8'-0"	1 3/4"	ALUMINUM STOREFRONT	CLEAR ANODIZED	ALUMINUM	CLEAR ANODIZED		
101	MOTHER'S ROOM	F1	3'-0"	8'-0"	1 3/4"	WOOD	PLASTIC LAMINATE	ALUMINUM	CLEAR ANODIZED	1	
102	ALL GENDER RESTROOM	F1	3'-0"	8'-0"	1 3/4"	WOOD	PLASTIC LAMINATE	ALUMINUM	CLEAR ANODIZED		
103	CENTER DIRECTOR	FS1	3'-0"	8'-0"	1 3/4"	WOOD	PLASTIC LAMINATE	ALUMINUM	CLEAR ANODIZED		
104	ASSISTANT DIRECTOR	FS1	3'-0"	8'-0"	1 3/4"	WOOD	PLASTIC LAMINATE	ALUMINUM	CLEAR ANODIZED		
105	ALL GENDER RESTROOM	F1	3'-0"	8'-0"	1 3/4"	WOOD	PLASTIC LAMINATE	ALUMINUM	CLEAR ANODIZED		
106a	HALLWAY	SF1	3'-0"	8'-0"	1 3/4"	ALUMINUM STOREFRONT	CLEAR ANODIZED	ALUMINUM	CLEAR ANODIZED		
106b	HALLWAY	FS1	3'-0"	8'-0"	1 3/4"	WOOD	PLASTIC LAMINATE	ALUMINUM	CLEAR ANNODIZED		
107	STAFF LOUNGE	N1	3'-0"	8'-0"	1 3/4"	WOOD	PLASTIC LAMINATE	ALUMINUM	CLEAR ANODIZED		
108	MDF	N1	3'-0"	7'-0"	1 3/4"	WOOD	STAINED	HOLLOW METAL	PAINTED	45	
109	JANITOR	N1	3'-0"	8'-0"	1 3/4"	WOOD	PLASTIC LAMINATE	ALUMINUM	CLEAR ANODIZED		
110a	KITCHEN	N1	3'-0"	8'-0"	1 3/4"	WOOD	PLASTIC LAMINATE	ALUMINUM	CLEAR ANODIZED		
110b	KITCHEN	F1	3'-0"	8'-0"	1 3/4"	ALUMINUM	CLEAR ANODIZED	ALUMINUM	ANODIZED		
111	ELECTRICAL/ FIRE RISER ROOM	F1	3'-0"	8'-0"	1 3/4"	HOLLOW METAL	ANODIZED	ALUMINUM	ANODIZED		
112	STORAGE	N1	3'-0"	8'-0"	1 3/4"	WOOD	PLASTIC LAMINATE	ALUMINUM	CLEAR ANODIZED		
113a	INFANT (0-12)	FS1	3'-0"	8'-0"	1 3/4"	WOOD	PLASTIC LAMINATE	ALUMINUM	CLEAR ANODIZED		
113b	INFANT (0-12)	SF1	3'-0"	8'-0"	1 3/4"	ALUMINUM STOREFRONT	CLEAR ANODIZED	ALUMINUM	CLEAR ANODIZED		
116a	NOURISHMENT	HD1	4'-0"	3'-6"	1 3/4"	WOOD	PLASTIC LAMINATE	ALUMINUM	CLEAR ANODIZED		
116b	NOURISHMENT	HD1	4'-0"	3'-6"	1 3/4"	WOOD	PLASTIC LAMINATE	ALUMINUM	CLEAR ANODIZED		
117a	INFANT (12-18)	FS1	3'-0"	8'-0"	1 3/4"	WOOD	PLASTIC LAMINATE	ALUMINUM	CLEAR ANODIZED		
117b	INFANT (12-18)	SF1	3'-0"	8'-0"	1 3/4"	ALUMINUM STOREFRONT	CLEAR ANODIZED	ALUMINUM	CLEAR ANODIZED		
118a	HALLWAY	N2	6'-0"	8'-0"	1 3/4"	HOLLOW METAL	PAINTED	ALUMINUM	PAINTED	45	
118b	HALLWAY	SF2	6'-0"	8'-0"	1 3/4"	ALUMINUM STOREFRONT	CLEAR ANODIZED	ALUMINUM	CLEAR ANODIZED		
120a	TODDLER (18-24)	FS1	3'-0"	8'-0"	1 3/4"	WOOD	PLASTIC LAMINATE	ALUMINUM	CLEAR ANODIZED		
120b	TODDLER (18-24)	SF2	6'-0"	8'-0"	1 3/4"	ALUMINUM STOREFRONT	CLEAR ANODIZED	ALUMINUM	CLEAR ANODIZED		
121	RESTROOM	F1	3'-0"	8'-0"	1 3/4"	WOOD	ANODIZED	ALUMINUM	ANODIZED		
122a	TWOS (24-36)	F1	3'-0"	8'-0"	1 3/4"	ALUMINUM	CLEAR ANODIZED	ALUMINUM	ANODIZED		
122b	TWOS (24-36)	FS1	3'-0"	8'-0"	1 3/4"	WOOD	PLASTIC LAMINATE	ALUMINUM	CLEAR ANODIZED		
122c	TWOS (24-36)	SF2	6'-0"	8'-0"	1 3/4"	ALUMINUM STOREFRONT	CLEAR ANODIZED	ALUMINUM	CLEAR ANODIZED		
124	ROOF ACCESS ROOM	F1	3'-0"	8'-0"	1 3/4"	HOLLOW METAL	ANODIZED	ALUMINUM	ANODIZED		
125	COPY ROOM	BD1	3'-0"	7'-0"	1 1/2"	WOOD	PLASTIC LAMINATE				





Project Name:			Date:	07/05/24	Job No.: N/A				
Lakeland Village Child (Care Facilities		RFI#:	023					
To: cdionne@waremalco	omb.com	From:	IBCC						
Subject: WP-1									
Specified Section	Paragraph No.	Drawir	ng No.		Detail No.				
N/A	N/A	A1	50		N/A				
■ Need for Clarification □ Conflict within Documents □ Unforeseen Condition	onflict within Documents								
Finish Plan A150 calls for WP-1 in the Janitor's Room 109. WP-1 is not listed on the Finish Schedule A620. Please advise.									
Contractor's Proposed Res	olution:								
Attachments Cost Impact:		Time Impac							
		Trime impac	· L.						
Architect's Response: BRFI023- WP-1 -Response: WP-1 to be Acrovyn #20 -SA/WM-RB/RC 20240708 -File: BRFI023-WP-1_response2024 Refer to RFI procedures specified authorization for change to the Co	in Contract Documents. Req				-				
Attachments									
Architect Signature:				Date:					



Project Name:				07/05/24	Job No.: N/A		
Lakeland Village Child (Care Facilities		RFI#:	024			
To: cdionne@waremalco	mb.com	From: IBCC					
Subject: Finish Carpentry	1						
Specified Section	Paragraph No.	Drawir	ıg No.		Detail No.		
06 20 23	N/A	N/A	A		N/A		
☒ Need for Clarification☐ Conflict within Documents☐ Unforeseen Condition	☐ Coordination Problem☐ Other						
Finish Carpentry Spec 06 20 23 calls for interior trim, shelving & clothes rods, however none are shown on the plans. Please confirm if spec section 06 20 23 applies to this project.							
Contractor's Proposed Res	olution:						
Attachments							
Cost Impact:		Time Impac	t:				
Architect's Response:							
BRFI024- Finish carpentry-Response:No finish Carpentry in this projectSA/WM-RB/RC 20240708-File: BRFI024-Finish carpentry_response20240708 .PDF							
Refer to RFI procedures specified authorization for change to the Co Construction Change Directive or	ontract Documents. Changes						
Attachments							
Architect Signature:				Date:			



Project Name:	•			07/08/24	Job No.: N/A			
Lakeland Village Child (Care Facilities		RFI#:	025				
To: cdionne@waremalco	mb.com	From:	IBCC					
Subject: Counter Top								
Specified Section	Paragraph No.	Drawir	ıg No.		Detail No.			
N/A	N/A	A4	14		N/A			
☒ Need for Clarification☐ Conflict within Documents☐ Unforeseen Condition	☐ Coordination Problem☐ Other							
Detail 9/A414 does not call out the counter top finish at Copy Room 125, please advise. Contractor's Proposed Resolution:								
Attachments								
Cost Impact:		Time Impac	 t:					
Architect's Response:								
BRFI025- Counter top-Response:Counter top finish at copy room to be Quartz (QTZ-1)SA/WM-RB/RC 20240708-File: BRFI025-Counter top_response20240708 .PDF								
Refer to RFI procedures specified authorization for change to the Co Construction Change Directive or	ontract Documents. Changes							
Attachments								
Architect Signature:				Date:				



Project Name:		Date: 07/08/24 Job No.: N/A					
Lakeland Village Child Care Facilities RFI #: 026 To: cdionne@waremalcomb.com From: IBCC							
To: cdionne@waremalco	mb.com	From:	IBCC				
Subject: Cabinet Finish							
Specified Section	Paragraph No.	Drawir	ng No.		Detail No.		
N/A	N/A	A4	14		N/A		
☒ Need for Clarification☐ Conflict within Documents☐ Unforeseen Condition	☐ Coordination Problem☐ Other						
Multiple elevations on sl sheet A620 Finish Sche Finish.				*			
Contractor's Proposed Res	olution:						
Attachments Cost Impact:		Time Impac	 :t:				
Architect's Response:		11					
BRFI026- Cabinet finish-Response:WD-1 and WDV-1 are the same SA/WM-RB/RC 20240708-File: BRFI026-Cabinet finish_response20240708 .PDF							
Refer to RFI procedures specified authorization for change to the Co Construction Change Directive or	ontract Documents. Changes				•		
Attachments							
Architect Signature:				Date:			

ADDENDUM # 05

July 23, 2024

FOR:

Riverside County Lakeland Village Child Care Facilities Project

Project No.: FM08938011633

LOCATED AT: 16275 Grand Avenue Lake Elsinore, California, 92530



PREPARED BY:
COUNTY OF RIVERSIDE
FACILITIES MANAGEMENT
PROJECT MANAGEMENT OFFICE
3450 14th Street, Suite 200
RIVERSIDE, CA 92501

Addendum # 05 Content and Attachment List

DESCRIPTION

- The Bid Closing Deadline has been rescheduled to 3:30 p.m. on August 8, 2024. See attached, revised Notice Inviting Bids (1 page). All previous references to the bid opening date and time are superseded by this notice of change in the Bid Closing Deadline.
- A supplementary, nonmandatory site visit is scheduled for Friday, July 26, 2024, at 9:30 a.m. at the project site, located at 16275 Grand Avenue, Lake Elsinore, CA 92530. Prospective bidders are not required to attend this supplemental site visit.
- The deadline to submit Requests for Clarification has been changed to Monday, July 29, 2024, at 5:00 p.m. All previous references to the deadline to submit Requests for Clarification are superseded by this notice.
- Updated Request for Clarification/Pre-Bid RFI Log Labeled "PRE-BID REQUESTS FOR CLARIFICATIONS (RFC) LOG" Attachment (9 pages)
- Request for Clarifications/Pre-Bid RFIs and Responses Attachment (19 pages)
- Reference Document Attachment GeoTek, Inc. soils report, dated January 10, 2024 (62 pages)
- Reference Document Attachment Lake Elsinore Unified School District Butterfield Elementary School Modernization & Addition - Revision Dated 06/07/04 - Attachment (97 drawing sheets)

NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that the County of Riverside ("County") invites sealed Bids for the construction of the following project ("Work"):

Lakeland Village Child Care Facilities, Project No. FM08938011633

Bids shall be prepared in conformance with the Instructions to Bidders and other Bidding Documents. Bids must be received, by hand delivery or mail, by the Clerk of the Board located on the 1st floor of the County Administrative Center, 4080 Lemon Street, Riverside, CA 92501, no later than the Bid Closing Deadline of **3:30 p.m.** on **August 8, 2024**, to be thereafter on said date and at said location publicly opened and read aloud. The Bidder assumes sole responsibility for timely receipt of its Bid.

On and after **June 10, 2024**, and up to seventy-two (72) hours prior to the Bid Closing Deadline, copies of Bidding Documents will be available to Bidders for pick-up by Bidder at, or for mailing to Bidder upon written request by Bidder submitted to, **A&I Reprographics, 898 Via Lata, Suite L, Colton, CA 92324, Phone: 909 514-0704; Website: https://www.aandirepro.com. At the time of such pick-up, a non-refundable fee will be charged for each set of Bidding Documents furnished to bidders. The Bidding Documents may also be viewed in person at A&I Reprographics' office at the above-referenced address, between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday (except Holidays) and on A&I Reprographics' Website: https://www.aandirepro.com.**

Pursuant to Labor Code section 1771.1, any contractor bidding, or subcontractor to be listed on a bid proposal subject to Public Contract Code section 4104, shall not be qualified to bid after March 1, 2015, unless currently registered and qualified to perform public works pursuant to Labor Code section 1725.5. No Contractor or subcontractor may enter into a contract (after April 1, 2015) without proof of current registration to perform public works.

A mandatory Pre-Bid Conference will be conducted **on June 25, 2024** commencing promptly at **9:00 a.m.**, at **16275 Grand Avenue**, **Lake Elsinore**, **California 92530**. **Attendance at the mandatory Pre-Bid Conference is required as a condition of bidding**. Sign language services are available for the Pre-Bid Conference upon written request received by email at rbaluyot@rivco.org at least three (3) business days prior to the Pre-Bid Conference.

The Bidder receiving the Award by the County is required:

- (1) to furnish a Performance Bond and Payment Bond as provided in the Instructions to Bidders and other Bidding Documents;
- both at the time Bidder submits its Bid and other Bid Submittals and at the time of Award, to: (a) hold a contracting license, active and in good standing, issued by the Contractors State License Board for the State of California for the following license classification(s): class B license; and (b) hold, or designate a Subcontractor that holds, the certification(s) required by Applicable Laws to perform the following work: electrical, plumbing, mechanical, concrete, framing, roofing, grading, and other work described in the bidding documents; and
- (3) to comply with the provisions of the California Labor Code, including, without limitation, Sections 1771.4, 1773.1, 1774, 1775 and 1776 of the California Labor Code and including, without limitation, the obligations to pay the general prevailing rates of wages in the locality in which the Work is to be performed and comply with Section 1777.5 of the California Labor Code governing employment of apprentices. Copies of the prevailing rates of per diem wages are on file at California State Department of Industrial Relations, 464 West Fourth St., Suite 348, San Bernardino, CA 92401, and are available to any interested party on request.

THIS PROJECT IS BEING FINANCED WITH:

- Community Development Block Grant ("CDBG") funds from the U.S. Department of Housing and Urban Development (24 CFR Part 570), and subject to certain Federal requirements. The selected bidder will be required to complete and submit the attached Exhibit "Q - Questionnaire Regarding Bidders (do not fill out at this time)."
- American Rescue Plan Act funds from the U.S. Department of the Treasury (31 CFR Part 35) and subject to certain requirements including: compliance with Uniform Guidance's Cost Principles at 2 CFR part 200 requirements; System for Award Management (SAM.gov) registration and others.
- Information pertaining to the Federal requirements is attached to these Bid Documents.

THIS IS A PUBLIC WORKS PROJECT AND SUBJECT TO COMPLIANCE MONITORING AND ENFORCEMENT BY THE DEPARTMENT OF INDUSTRIAL RELATIONS. The awarded prime contractor shall post job site notices as prescribed by regulation starting January 1, 2015. Contractor or subcontractor shall furnish records specified in Labor Code section 1776 to the Labor Commissioner.

Substitution of securities for any moneys withheld by County shall be permitted as provided for by Section 22300 of the California Public Contract Code.

Capitalized terms used herein shall have the meanings assigned to them in the Bidding Documents. For information contact: Facilities Management, 3450 14th Street, 2nd Floor, Riverside, CA 92501.

Date of RFC	RFC #	Question	Response	Date of Response	Response Issued	Responded To By	RFC Submitted By	Contractor RFC #	Addendum Issued
6/20/2024	BRFI001	Are there any prequalification requirements for the prime contractor or any of the first-tier subcontractors?	There are no requirements for prospective prime contractors and subcontractors to be prequalified by the Owner/County of Riverside for this project.	7/3/2024	7/3/2024	Ware Malcomb / County of Riverside	Inland Building Construction Companies, Inc.	001	3
6/20/2024	BRFI002	Please confirm if payment and performance bonds required for subcontractors?	Only the successful Bidder will be required by the Owner/County of Riverside to furnish a Performance Bond and a Payment Bond.	7/3/2024	7/3/2024	Ware Malcomb / County of Riverside	Inland Building Construction Companies, Inc.	002	3
7/5/2024	BRFIMDI 001	Please provide the electrical sheet for detail of poles for fixture types PT1 & PT2. Is it round or square, steel or aluminum and height. Sheet No. A150 – Finish Plan tag name RF-1 floor finishes does not include in Sheet No. A620 finish schedule. Please clarify. (SEE ATTACHED COMPLETE RFI & RESPONSE)	ITEM: LUXURY VINYL TILE MFR: SHAW CONTRACT COLLECTION: BRANCHING OUT COLOR: PLAINS OAK (SEE ATTACHED COMPLETE RFI & RESPONSE)	7/8/2024	7/17/2024	Ware Malcomb	MDI	1	4
7/5/2024	BRFI003	Sheet A150 calls for CON floor finish in Rooms 108,111,112, and 124, but CON is not listed as a floor finish on the finish schedule Sheet A620.	CON to be polished concrete.	7/8/2024	7/17/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	003	4
7/5/2024	BRFI004	Sheet A150 calls for RF floor finish in multiple rooms, however RF is not listed as a floor finish on the finish schedule Sheet A620. Please advise.	MFR: SHAW CONTRACT	7/8/2024	7/17/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	004	4

Date of RFC	RFC #	Question	Response	Date of Response	Response Issued	Responded To By	RFC Submitted By	Contractor RFC #	Addendum Issued
7/5/2024	BRFI005	Sheet L1.00 Site Amenities Legend lists SA-1 Shade Sail and states to see footnote #1 on the Notes heading, which refers you to the Specifications for additional information. No Specifications were provided for the 4Shade Sail. Please provide SA-1 Shade Sail Specifications.	Please see the specifications and landscape consultant response in the following. (SEE ATTACHED COMPLETE RFI & RESPONSE)	7/10/2024	7/17/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	005	4
7/5/2024	BRFI006	Sheet L1.01 calls out SA-1 Shade Sail near the northwest corner of the site. Nothing is depicted in the location that the Keynote is pointing. Please provide the location, dimensions and details for the Shade Sail.	Please see the specifications and landscape consultant response in the following. (SEE ATTACHED COMPLETE RFI & RESPONSE)	7/10/2024	7/17/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	006	4
7/5/2024	BRFI007	One undercounter refrigerator is shown in Room 101, Spec section 11 30 13 section 2.5 lists two different types of undercounter refrigerators, EA-1 & EA-2. Please confirm if EA-1 or EA-2 is to be included.	Only 1 under-counter refrigerator in room 101. EA- 1to be included.	7/8/2024	7/17/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	007	4
7/5/2024	BRFI008	Appliance specification 11 30 13 refers you to the plans for the Model No., however no information regarding Model No. is provided on the plans.	Not part of this bidding. GC to coordinate with end user to provide acceptable ref. opening for purchased appliance.	7/10/2024	7/17/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	008	4
7/5/2024	BRFI009	Appliance specification 11 30 13 calls for Coffee Makers, but none are shown on plans. Please confirm if these are required. If so, please provide quantity and location.	Not part of this bidding.	7/10/2024	7/17/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	009	4
7/5/2024	BRFI010	Elevation 4B/A414 shows a stove but there are no callouts and it is not listed in the Appliance Specifications. Please confirm if this is to be provided by the Contractor. If so, please provide specifications.	Not part of this bidding.	7/10/2024	7/17/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	010	4

Date of RFC	RFC #	Question	Response	Date of Response	Response Issued	Responded To By	RFC Submitted By	Contractor RFC #	Addendum Issued
7/5/2024	BRFI011	Sheet A210 exterior elevation calls for a smooth plaster finish with integral color but the paint note on the same sheet calls for all walls to be painted and includes a paint schedule. Please confirm if plaster is to be integral color or painted.	The exterior wall plaster finish is a fine sand finish to be painted over.	7/8/2024	7/17/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	011	4
7/5/2024	BRFI012	Office Equipment Specification 11 28 00 refer you to an office equipment schedule on the drawings but no office equipment schedule was provided. Please advise.	Not part of this bidding.	7/10/2024	7/17/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	012	4
7/5/2024	BRFI013	Plan sheet A190 Keynote 1 calls for Single-Ply Roofing. Please confirm spec section 07 51 13 Asphalt Roofing does not apply to this project.	The single plywood roofing is correct, Asphalt roofing does not apply to this project.	7/8/2024	7/17/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	013	4
7/5/2024	BRFI014	Plan Sheet A210 Keynote 404 calls for Pre-fab aluminum canopy, however sheet S102 Roof Plan calls for the canopies to be wood framed. Please advise.	The canopies are wood frame and there are no pre-fab canopies in this project.	7/8/2024	7/17/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	014	4
7/5/2024	BRFI015	Plan Sheet A410 keynote 407 calls for future signage. Please confirm exterior building signage is not to be included as part of this bid.	This signage is not to be included as part of this bid.	7/8/2024	7/17/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	015	4
7/5/2024	BRFI016	Plan Sheet A120 calls out keynotes 229 & 230 but no description is provided. Please advise.	229 UPPER AND LOWER CABINETS IN THIS ROOM TO HAVE LOCKS. SEE SHEET A414 FOR LOCK SPECIFICATION. 230 LOWER CABINETS IN THIS ROOM TO HAVE LOCKS. SEE SHEET A414 FOR LOCK SPECIFICATION.	7/8/2024	7/17/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	016	4

Date of RFC	RFC #	Question	Response	Date of Response	Response Issued	Responded To By	RFC Submitted By	Contractor RFC #	Addendum Issued
7/5/2024	BRFI017	Elevations on A415 call for WD-1 wall finish at the bench seating nook, however no WD-1 listed on A620 Finish Schedule. Please provide information on WD-1.	(SEE ATTACHED COMPLETE RFI & RESPONSE)	7/8/2024	7/17/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	017	4
7/5/2024	BRFI018	Plan Sheet A100 Keynote 115 calls for Chain Link Fence, however plan sheet L1.00 calls for fence to be Steel with Puncto Panels. Please advise.	The fence to be steel with puncto panels.	7/8/2024	7/17/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	018	4
7/5/2024	BRFI019	Plan Sheet A100 Keynote 116 calls for Chain Link Swing Gate, however detail H/L1.52 calls for barrier gate. Please advise.	The gate is a barrier gate.	7/8/2024	7/17/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	019	4
7/5/2024	BRFI020	Drawings do not have any window calls outs or window schedule. Please provide.	Please see the window schedule attached.	7/8/2024	7/17/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	020	4
7/5/2024	BRFI021	Door #125 is assigned Type BD1, however there is no door Type BD1 shown. Please advise.	BD-1 is a wood barn door (SEE ATTACHED COMPLETE RFI & RESPONSE)	7/8/2024	7/17/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	021	4
7/5/2024	BRFI022	Door #125 is not assigned to any hardware group. Please advise.	Please see the updated door schedule attached.	7/10/2024	7/17/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	022	4
7/5/2024	BRFI023	Finish Plan A150 calls for WP-1 in the Janitor's Room 109. WP-1 is not listed on the Finish Schedule A620. Please advise.	WP-1 to be Acrovyn #265 Fog, Suede.	7/8/2024	7/17/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	023	4
7/5/2024	BRFI024	Finish Carpentry Spec 06 20 23 calls for interior trim, shelving & clothes rods, however none are shown on the plans. Please confirm if spec section 06 20 23 applies to this project.	No finish Carpentry in this project.	7/8/2024	7/17/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	024	4

Date of RFC	RFC#	Question	Response	Date of Response	Response Issued	Responded To By	RFC Submitted By	Contractor RFC #	Addendum Issued
7/8/2024	BRFI025	Detail 9/A414 does not call out the counter top finish at Copy Room 125, please advise.	Counter top finish at copy room to be Quartz (QTZ-1).	7/8/2024	7/17/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	025	4
7/8/2024	BRF1026	Multiple elevations on sheet A414 call for cabinet finishes to be WD-1, but WD-1 is not listed on sheet A620 Finish Schedule. Please confirm if this is a typo and all cabinets are to have WDV-1 Finish.	WD-1 and WDV-1 are the same.	7/8/2024	7/17/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	026	4
7/12/2024	BRFI027	There are no fire alarm devices shown on the plans. Please confirm that this will be a design build code minimum system with deferred submittal? If not, please provide layout of devices.	Fire alarm system is a differed submittal.	7/22/2024	7/22/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	027	5
7/12/2024	BRFI029	The Site Drawing E225 does not show anything for new SCE service. What are we to figure?	The SCE service will be the same. More coordinations should be done with County officials regarding this item.	7/22/2024	7/22/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	029	5
7/12/2024	BRFI030	Specification include Sections 281000 (Access Control), 281600 (Intrusion) and 282000 (Video Surveillance), there is nothing shown on the electrical drawings for these sections. Please confirm they do not apply to this project?	It is a differed submittal.	7/22/2024	7/22/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	030	5
7/12/2024	BRFI033	No soils report was provided. Please provide.	Soils report added to this addendum - Addendum No. 5.	7/22/2024	7/22/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	033	5

PRE-BID REQUESTS FOR CLARIFICATION (RFC) LOG

Project Name: Riverside County Lakeland Village Child Care Facilities Project

Date of RFC	RFC #	Question	Response	Date of Response	Response Issued	Responded To By	RFC Submitted By	Contractor RFC #	Addendum Issued
7/16/2024	BRFI034	Plan sheet C5.0 shows a new 6" fire service but states "Per separate plan & permit", please advise if there is a separate plan & permit or if the route shown on the plans for the fire service is to be submitted as a deferred submittal.	The referenced 6" fire service route shown on the plans is part of another campus development project, which was approved and permitted by the county separately from this project. Therefore, a deferred submittal is not applicable for this referenced 6" fire service.	7/22/2024	7/22/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	034	5
7/16/2024	BRFI035	Plan sheet C5.0 shows an existing 8" fire service to be relocated but states "Per separate plan & permit", please advise if there is a separate plan & permit or if the route shown on the plans for the fire service is to be submitted as a deferred submittal.	The referenced 8" fire service route shown on the plans is part of another campus development project, which was approved and permitted by the county separately from this project. Therefore, a deferred submittal is not applicable for this referenced 6" fire service.	7/22/2024	7/22/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	035	5

Date of RFC	RFC#	Question	Response	Date of Response	Response Issued	Responded To By	RFC Submitted By	Contractor RFC #	Addendum Issued
7/16/2024	BRFI036	Plan sheet C5.0 shows an existing fire hydrant to be relocated but states "Per separate plan & permit", please advise if there is a separate plan & permit or if the route shown on the plans for the fire service is to be submitted as a deferred submittal.	The referenced fire service route shown on the plans is part of another campus development project, which was approved and permitted by the county separately from this project. Therefore, a deferred submittal is not applicable for this referenced fire service route. However, the relocation of the fire hydrant is included in the scope for this project and to be included in the Bidder's Bid.	7/22/2024	7/22/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	036	5
7/18/2024	BRFI038	BRFI #008 states that appliances are not part of this bid. However BRFI #007 states to include the undercounter refrigerator, which contradicts BRFI #008. Please advise if all appliances are to be included as part of this bid, if so please provide model numbers.	Appliances is not part of this bid.	7/22/2024	7/22/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	038	5
7/19/2024	BRFI043	Sheet A141 shows cloud ceilings. Please indicate if these require backing at the gypsum board ceilings for attachments.	These elements require backing. (SEE ATTACHED COMPLETE RFI & RESPONSE)	7/22/2024	7/22/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	043	5
7/19/2024	BRFI046	Detail 10/A540 shows a pre-finished aluminum closure panel; however detail 11/A540 shows a metal flashing piece to be painted. Please clarify.	Detail 13/A550 Governs. (SEE ATTACHED COMPLETE RFI & RESPONSE)		7/22/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	046	5
7/19/2024	BRFI048	Detail 13/A550 indicates to use 5/8" type X at ceilings. Section 09 29 00 specifies to use ½" board. Please clarify.	Detail 13/A550 Governs. (SEE ATTACHED COMPLETE RFI & RESPONSE)	7/22/2024	7/22/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	048	5

PRE-BID REQUESTS FOR CLARIFICATION (RFC) LOG

Project Name: Riverside County Lakeland Village Child Care Facilities Project

Date of RFC	RFC #	Question	Response	Date of Response	Response Issued	Responded To By	RFC Submitted By	Contractor RFC #	Addendum Issued
7/19/2024		09 29 00 at locations with gloss paint finish we are to provide a level 5 finish. Is this	Exterior finish is sand finish to be painted over wood stud wall. (SEE ATTACHED COMPLETE RFI & RESPONSE)	7/22/2024	7/22/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	049	5
7/16/2024		1.Are there any As-Built drawings of the existing building? 2.Is the current building steel frame or wood frame? 3.Is there a chance to visit the site again?	1- Yes, the As-built drawings and included in this addend - Addendum No. 5. 2- The structure is wood studs. 3- A additional site visit is scheduled for 9:30 a.m. on Friday, July 26, 2024 at the project site, located at16275 Grand Avenue Lake Elsinore, California, 92530.	7/22/2024	7/22/2024	Ware Malcomb	AMG	AMG 001	5

Date of RFC	RFC #	Question	Response	Date of Response	Response Issued	Responded To By	RFC Submitted By	Contractor RFC #	Addendum Issued
7/19/2024	BRFI-DFP 002	2 Turf legend on sheet L3.00 shows sod is Bandera Bermuda. However, specification 329000/2.4/I shows sod is Tifway II. Please clarify. 3 Metal edging legend on sheet L1.00 shows model is Cleanline 1/8"x5.5". However. Specification	1 - Detail D on sheet L1.51 governs. 2 - Info on sheet L3.0 governs. 3 - Info on sheet L1.0 governs. 4 - Info on sheet L3.0 governs. 5 - Info on sheet L2.0 governs. 7 - Info on sheet L2.0 governs. 8 - Info on sheet L2.0 governs.	7/22/2024	7/22/2024	Ware Malcomb	D.F. Perez Construction, Inc.	PB-002	



Project Name:	Date: 07/12/24 Job No.: N/A								
Lakeland Village Child (RFI#: 027								
To: cdionne@waremalco	mb.com	From:	: IBCC						
Subject: Fire Alarm									
Specified Section	Paragraph No.	Drawing No. Detail No.			Detail No.				
283100	N/A	E2	00		N/A				
☑ Need for Clarification☐ Conflict within Documents☐ Unforeseen Condition	☐ Coordination Problem☐ Other								
	There are no fire alarm devices shown on the plans. Please confirm that this will be a design build code minimum system with deferred submittal? If not, please provide layout of devices.								
Contractor's Proposed Res	olution:								
Attachments									
Cost Impact:		Time Impac	act:						
Architect's Response: BRFI027-Fire Alarm -Response: Fire alarm system is a -PE/WM-RB/RC 20240722 -File: BRFI027-Fire Alarm_respons									
Refer to RFI procedures specified authorization for change to the Co Construction Change Directive or	ontract Documents. Changes				=				
Attachments									
Architect Signature:			Date:						



Project Name:	Date: 07/12/24 Job No.: N/A							
Lakeland Village Child (RFI#: 029							
To: cdionne@waremalco	To: cdionne@waremalcomb.com From:							
Subject: SCE								
Specified Section	Paragraph No.	Drawir	ıg No.		Detail No.			
	N/A	E2	25		N/A			
☑ Need for Clarification☐ Conflict within Documents☐ Unforeseen Condition	☐ Coordination Problem☐ Other							
The Site Drawing E225	does not show anythi	ing for new	SCE servi	ce. What a	re we to figure?			
Contractor's Proposed Res	Contractor's Proposed Resolution:							
Attachments								
Cost Impact:		Time Impac	ct:					
Architect's Response: BRFI029-SEC -Response: The SCE service will be the same. More coordinations should be done with County officials regarding this itemPE/WM-RB/RC 20240722 -File: BRFI029-SEC_response20240722.PDF								
Refer to RFI procedures specified authorization for change to the Co Construction Change Directive or	ontract Documents. Changes							
Attachments								
Architect Signature:	Architect Signature:							



Project Name:	Date: 07/12/24 Job No.: N/A							
Lakeland Village Child (RFI #: 030							
To: cdionne@waremalco	IBCC							
Subject: :Low Voltage								
Specified Section	Paragraph No.	agraph No. Drawing No. Detail No.				Drawing No.		Detail No.
N/A	N/A	N/A			N/A			
■ Need for Clarification □ Conflict within Documents □ Unforeseen Condition	☐ Coordination Problem☐ Other							
282000 (Video Surveilla	Specification include Sections 281000 (Access Control), 281600 (Intrusion) and 282000 (Video Surveillance), there is nothing shown on the electrical drawings for these sections. Please confirm they do not apply to this project?							
Contractor's Proposed Res	olution:							
☐ Attachments								
Cost Impact:		Time Impac						
Architect's Response:		1 1						
BRFI030-Low Voltage -Response: It is a differed submittalPE/WM-RB/RC 20240722 -File: BRFI030-Low Voltage_response20240722.PDF								
Refer to RFI procedures specified in Contract Documents. Requests for Information (RFI). This RFI when completed, is not authorization for change to the Contract Documents. Changes to the Contract Documents are authorized only by properly executed Construction Change Directive or Change Order.								
Attachments								
Architect Signature:			Date:					



Project Name:	Date: 07/12/24 Job No.: N/A						
Lakeland Village Child (RFI#: 033						
To: cdionne@waremalco	omb.com	From:	IBCC				
Subject: Soils Report							
Specified Section	Paragraph No.	Drawing No. Detail No.					
N/A	N/A	N/A	4		N/A		
■ Need for Clarification □ Conflict within Documents □ Unforeseen Condition	☐ Coordination Problem☐ Other						
No soils report was prov	·						
Attachments							
Cost Impact:		Time Impac	ct:				
Architect's Response: BRFI033-Soils Report - Response: Soils report added to this addendum PE/WM-RB/RC 20240722 - BRFI033-Soils Report_response20240722.PDF							
Refer to RFI procedures specified in Contract Documents. Requests for Information (RFI). This RFI when completed, is not authorization for change to the Contract Documents. Changes to the Contract Documents are authorized only by properly executed Construction Change Directive or Change Order.							
Attachments							
Architect Signature:			Date:				



Project Name:	Date: 07/16/24 Job No.: N/A							
Lakeland Village Child (RFI#:	034						
To: cdionne@waremalco	From:	IBCC						
Subject: Site Fire Water								
Specified Section	Paragraph No.	Drawing No. Detail No.						
N/A	N/A	C5.0			N/A			
☑ Need for Clarification☐ Conflict within Documents☐ Unforeseen Condition	☐ Coordination Problem☐ Other							
Plan sheet C5.0 shows a new 6" fire service but states "Per separate plan & permit", please advise if there is a separate plan & permit or if the route shown on the plans for the fire service is to be submitted as a deferred submittal.								
Contractor's Proposed Res	olution:							
Attachments								
Cost Impact:		Time Impac	act:					
Architect's Response: BRFI034-Site Fire Water - Response: The referenced 6" fire service route shown on the plans is part of another campus development project, which was approved and permitted by the county separately from this project. Therefore, a deferred submittal is not applicable for this referenced 6" fire service PE/WM-RB/RC 20240722 - BRFI034-Site Fire Water_response20240722.PDF Refer to RFI procedures specified in Contract Documents. Requests for Information (RFI). This RFI when completed, is not authorization for change to the Contract Documents. Changes to the Contract Documents are authorized only by properly executed Construction Change Directive or Change Order.								
Architect Signature:				Date:				



Project Name:			Date: 07/16/24 Job No.: N/A		
Lakeland Village Child (RFI#: 035			
To: cdionne@waremalco	mb.com	From:	IBCC		
Subject: Site Fire Water F					
Specified Section	Paragraph No.	Drawir	ng No.		Detail No.
N/A	N/A	C5	.0		N/A
⊠ Need for Clarification					
Plan sheet C5.0 shows an existing 8" fire service to be relocated but states "Per separate plan & permit", please advise if there is a separate plan & permit or if the route shown on the plans for the fire service is to be submitted as a deferred submittal.					
Contractor's Proposed Res	olution:	,	,		
Attachments					
Cost Impact:		Time Impac	t:		
Architect's Response: BRFI035-Site Fire Water Relocation - Response: The referenced 8" fire service route shown on the plans is part of another campus development project, which was approved and permitted by the county separately from this project. Therefore, a deferred submittal is not applicable for this referenced 6" fire service PE/WM-RB/RC 20240722 - BRFI035-Site Fire Water Relocation_response20240722.PDF Refer to RFI procedures specified in Contract Documents. Requests for Information (RFI). This RFI when completed, is not authorization for change to the Contract Documents. Changes to the Contract Documents are authorized only by properly executed Construction Change Directive or Change Order.					
Attachments		,			
Architect Signature:				Date:	



Project Name:		Date: 07/16/24 Job No.: N/A				
Lakeland Village Child Care Facilities			RFI #: 036			
To: cdionne@waremalco	omb.com	From:	IBCC			
Subject: Fire Hydrant Rel	ocation					
Specified Section	Paragraph No.	Drawir	ng No.		Detail No.	
N/A	N/A	C5	.0		N/A	
⊠ Need for Clarification						
Plan sheet C5.0 shows an existing fire hydrant to be relocated but states "Per separate plan & permit", please advise if there is a separate plan & permit or if the route shown on the plans for the fire service is to be submitted as a deferred submittal.						
Contractor's Proposed Res	olution:					
□ Attachments						
Cost Impact:		Time Impac	t:			
Architect's Response: BRFI036-Fire Hydrant Water Relocation - Response: The referenced fire service route shown on the plans is part of another campus development project, which was approved and permitted by the county separately from this project. Therefore, a deferred submittal is not applicable for this referenced fire service route. However, the relocation of the fire hydrant is included in the scope of this project and it is to be included in the Bidder's Bid PE/WM-RB/RC 20240722 - BRFI036-Fire Hydrant Water Relocation_response20240722.PDF Refer to RFI procedures specified in Contract Documents. Requests for Information (RFI). This RFI when completed, is not authorization for change to the Contract Documents. Changes to the Contract Documents are authorized only by properly executed Construction Change Directive or Change Order.						
Attachments	☐ Attachments					
Architect Signature:				Date:		



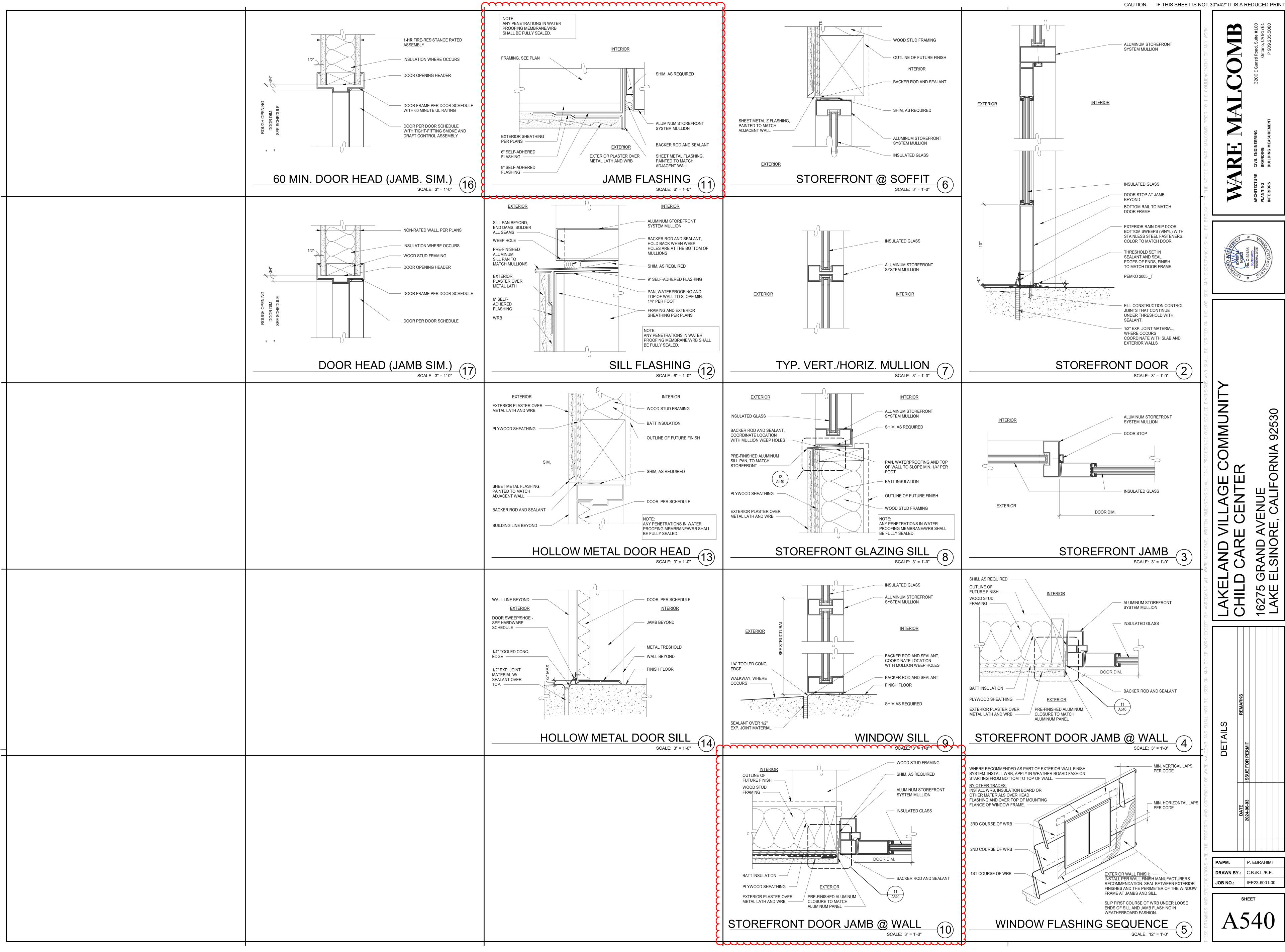
Project Name:			Date: 07/18/24 Job No.: N/A			
Lakeland Village Child Care Facilities			RFI # : 038			
To: cdionne@waremalco	mb.com	From:	IBCC			
Subject: Appliances Refe	rencing BRFI 007 BF	RFI008				
Specified Section	Paragraph No.	Drawir	ıg No.		Detail No.	
11 30 13	N/A	N/	Ά		N/A	
⊠ Need for Clarification						
BRFI #008 states that appliances are not part of this bid. However BRFI #007 states to include the undercounter refrigerator, which contradicts BRFI #008. Please advise if all appliances are to be included as part of this bid, if so please provide model numbers.						
Contractor's Proposed Res	Contractor's Proposed Resolution:					
□ Attachments						
Cost Impact:		Time Impac	 t:			
Architect's Response:						
BRFI038-Appliance Referencing - Response: Appliances is not part of this bid PE/WM-RB/RC 20240722 - BRFI038-Appliance Referencing_response20240722.PDF Refer to RFI procedures specified in Contract Documents. Requests for Information (RFI). This RFI when completed, is not authorization for change to the Contract Documents. Changes to the Contract Documents are authorized only by properly executed						
Construction Change Directive or	_		L Documents a	e authorized of	my by property executed	
Attachments						
Architect Signature:				Date:		

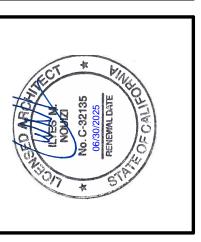


Project Name:			Date: 07/19/24 Job No.: N/A			
Lakeland Village Child (RFI#: 043				
To: cdionne@waremalco	omb.com	From:	IBCC			
Subject: Ceilings						
Specified Section	Paragraph No.	Drawir	ng No.		Detail No.	
	N/A	N/	/A		N/A	
☒ Need for Clarification☐ Conflict within Documents☐ Unforeseen Condition	X Need for Clarification ☐ Coordination Problem ☐ Conflict within Documents ☐ Other					
Sheet A141 shows cloud ceilings. Please indicate if these require backing at the gypsum board ceilings for attachments.						
Contractor's Proposed Res	olution:					
Attachments						
Cost Impact: Time Im			t:	-		
Architect's Response: BRFI043-Ceiling - Response: These elements require backing PE/WM-RB/RC 20240722 - BRFI043-Ceiling_response20240722.PDF						
Refer to RFI procedures specified in Contract Documents. Requests for Information (RFI). This RFI when completed, is not authorization for change to the Contract Documents. Changes to the Contract Documents are authorized only by properly executed						
	Construction Change Directive or Change Order.					
Attachments		-		<u> </u>		
Architect Signature:				Date:		



Project Name:			Date: 07/19/24 Job No.: N/A			
Lakeland Village Child (Care Facilities		RFI # : 046			
To: cdionne@waremalco	omb.com	From:	IBCC			
Subject: Pre-finished A	luminum Closure					
Specified Section	Paragraph No.	Drawir	ng No.		Detail No.	
	N/A	A!	540		N/A	
☒ Need for Clarification☐ Conflict within Documents☐ Unforeseen Condition						
Detail 10/A540 shows a pre-finished aluminum closure panel; however detail 11/A540 shows a metal flashing piece to be painted. Please clarify.						
Contractor's Proposed Res	olution:					
	Contractor's Proposed Resolution:					
Attachments		1				
Cost Impact:			t:			
Architect's Response: BRFI046-Pre-finished Aluminum Closure - Response: Detail 11/A530 governs PE/WM-RB/RC 20240722 - BRFI046-Pre-finished Aluminum Closure_response20240722.PDF						
Refer to RFI procedures specified in Contract Documents. Requests for Information (RFI). This RFI when completed, is not authorization for change to the Contract Documents. Changes to the Contract Documents are authorized only by properly executed Construction Change Directive or Change Order.						
Attachments						
Architect Signature:				Date:		





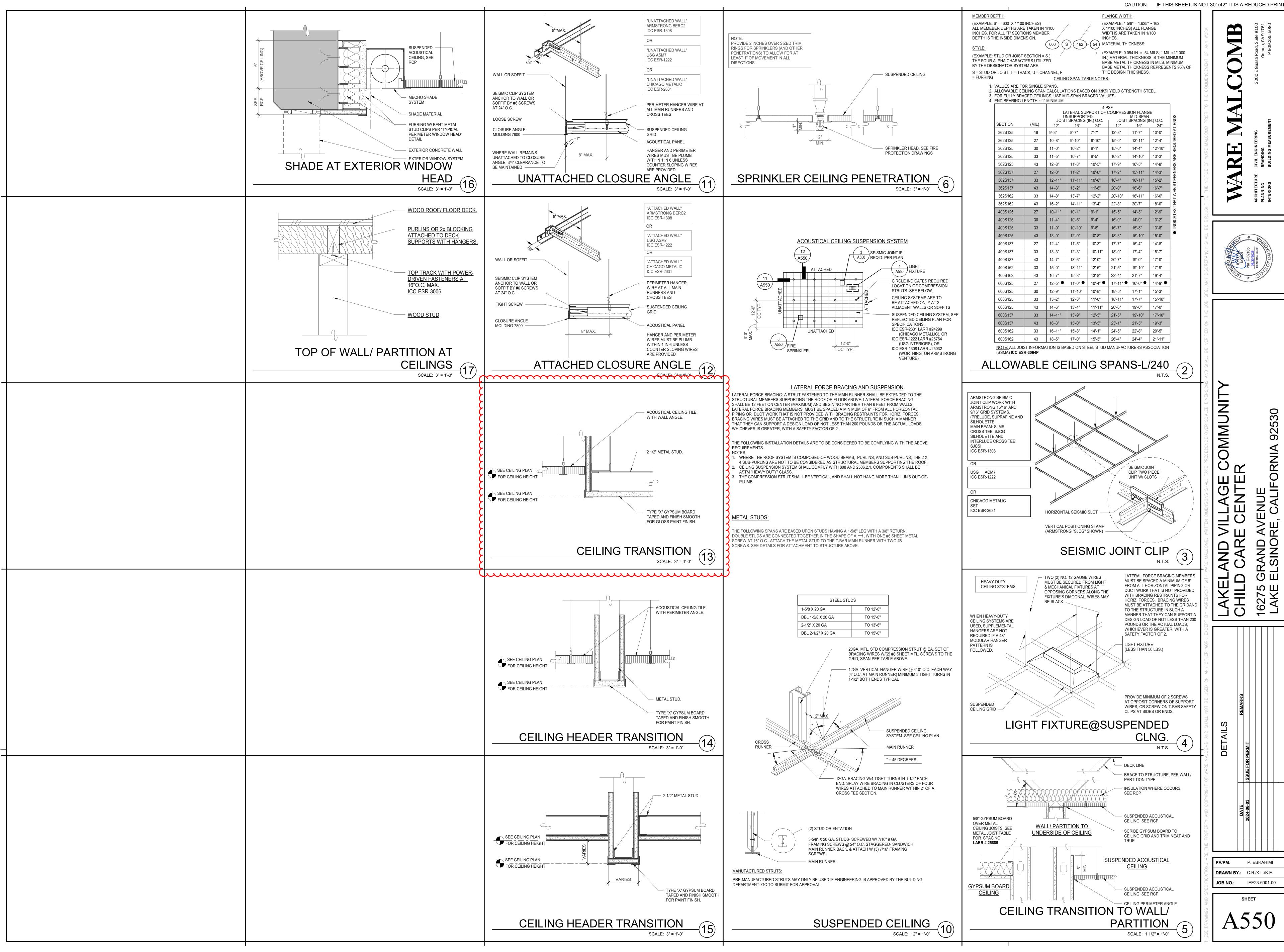
92530

ENUE CALIFORNIA SRAND AVI 16275 LAKE

DRAWN BY.: | C.B./K.L./K.E. **JOB NO.:** | IEE23-6001-00



Project Name:			Date: 07/19/24 Job No.: N/A		
Lakeland Village Child (RFI # : 048				
To: cdionne@waremalco	mb.com	From:	IBCC		
Subject: Board Thickne	ess				
Specified Section	Paragraph No.	Drawir	ng No.		Detail No.
09 29 00	N/A	A!	550		N/A
Need for Clarification					
Detail 13/A550 indicates to use 5/8" type X at ceilings. Section 09 29 00 specifies to use ½" board. Please clarify.					
Contractor's Proposed Res	olution:				
Attachments					
Cost Impact:		Time Impac	t·		
Architect's Response:		, ,	<u></u>		
BRFI048-Board Thickness - Response: Detail 13/A550 Governs PE/WM-RB/RC 20240722 - BRFI048-Board Thickness_response20240722.PDF Refer to RFI procedures specified in Contract Documents. Requests for Information (RFI). This RFI when completed, is not authorization for change to the Contract Documents. Changes to the Contract Documents are authorized only by properly executed					
Construction Change Directive or	Change Order.				
Architect Signature:				Date:	

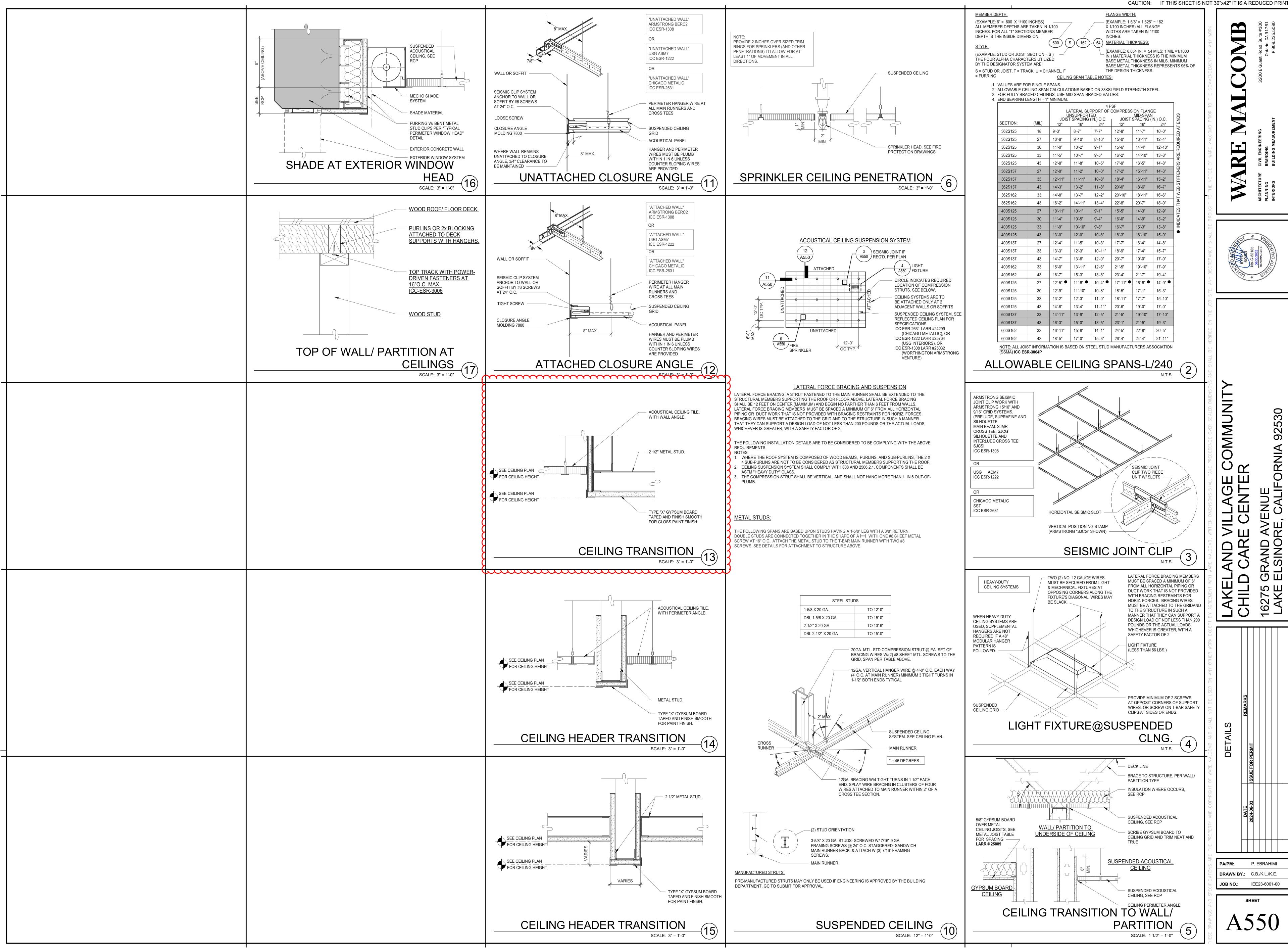


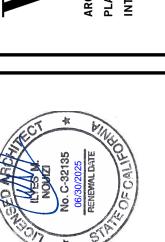
ORNIA

C.B./K.L./K.E. IEE23-6001-00



Project Name:			Date: 07/19/24 Job No.: N/A			
Lakeland Village Child (RFI# : 049				
To: cdionne@waremalco	mb.com	From:	IBCC			
Subject: Level 5 Finish						
Specified Section	Paragraph No.	Drawir	ng No.		Detail No.	
09 29 00	N/A	A!	550		N/A	
■ Need for Clarification □ Conflict within Documents □ Unforeseen Condition	☐ Conflict within Documents ☐ Other					
Detail 13/A550 shows smooth gloss paint finish. Per Section 09 29 00 at locations with gloss paint finish we are to provide a level 5 finish. Is this finish achieved by spraying a surfacer on the wall or skim coat?						
Contractor's Proposed Res	olution:					
Attachments						
Cost Impact:		Time Impact:				
Architect's Response:						
BRFI049-Level 5 Finish - Response: Exterior finish is sand finish to be painted over wood stud wall PE/WM-RB/RC 20240722 - BRFI049-Level 5 Finish_response20240722.PDF Refer to RFI procedures specified in Contract Documents. Requests for Information (RFI). This RFI when completed, is not authorization for change to the Contract Documents. Changes to the Contract Documents are authorized only by properly executed						
Construction Change Directive or	_		L Documents a	re authorized 0	my by property executed	
Attachments						
Architect Signature:				Date:		







ORNIA

C.B./K.L./K.E. IEE23-6001-00

BRFI - AMG 001-General Info

Please see the following questions for the Lakeland Village Child Care Facilities project:

- 1. Are there any As-Built drawings of the existing building?
- 2. Is the current building steel frame or wood frame?
- 3. Is there a chance to visit the site again?

Sincerely,

David Silva Estimator



26535 Summit Circle Santa Clarita, CA 91350 O: 661-251-7401

F: 661-251-7405

dsilva@amgassociatesinc.com www.amgassociatesinc.com

"The Safety and Wellness of our staff and yours is our highest priority."

BRFI - AMG 001-General Info

- Response:
 - 1- Yes, the As-built drawings are available, they will be provided upon request from the county.
 - 2- The structure is wood studs.
 - 3- Please coordinate this item with the County.
- PE/WM-RB/RC 20240722
- BRFI AMG 001-General Info_response20240722.PDF



D.F. Perez Construction, Inc. License #:387778 8 (a) Certified DBE, SBE 2840 E. La Cresta Ave. Anaheim, CA 92806 Ph: 714-774-4778 Fax: 714-774-5188

General & Concrete Contractors

RFI

Project Name: Lakeland Village Child Care Facilities RFI #: PB-002
Project Address: 16275 Grand Ave. Lake Elsinore, CA 92530 Date: July 11, 2024

Project Number:

Subject: Landscaping Questions Date Response Required: As Soon As Possible

To: CC:

Spec Section: Submittal Ref: N/A Drawing Ref:

⊠Architectural ⊠Structural ⊠Civil ⊠Landscape ⊠Mechanical ⊠Electrical ⊠Plumbing ⊠Other

Condition:

See Various Questions Below

Question:

- Detail D on sheet L1.51 shows 3" thick of decomposed granite. However, specification 321523/3.03/A shows 4" depth. Please clarify the depth of decomposed granite.
- 2 Turf legend on sheet L3.00 shows sod is Bandera Bermuda. However, specification 329000/2.4/I shows sod is Tifway II. Please clarify.
- 3 Metal edging legend on sheet L1.00 shows model is Cleanline 1/8"x5.5". However. Specification 329000/2.5/G/5 shows 3/16" x5.5". Please clarify.
- The application rate of soil amendments for soil preparation as shown on specification 329200/2.3, 329113/3.5/7, and planting note #8 on sheet L3.00 are different. Please clarify which one shall be applied.
- 5 The application rate of soil amendments for planting backfill per specification 329200/3.9/F is different from planting note #8 on sheet L3.00. Please clarify which one shall be applied.
- 6 Irrigation schedule on sheet L2.00 show model of QCV is 33-DLRC 3/4". However, specification 328400/2.08/D shows QCV shall be 1". Please clarify the size and model of QCV.
- 7 Irrigation schedule on sheet L2.00 show model of dripline tubing is TLCV-06-12, dripper spacing at 18". However, specification 328400/2.13/3/d shows emitter spacing is 12". Please clarify the model of drip tubing.
- 8 Irrigation schedule on sheet L2.00 shows Ball valve shall be Lasco TUBV-SC 1", 11/2", 2" install same size of mainline. Please clarify model of Ball valve at mainline 11-4". Besides, Lasco TUBV-SC size 1-1/4" is not available.

By D.F. Perez Construction, Inc.:

Page 1 of 2

[x] Check here if additional pages attached

[] ROM to be provided per response ()

[] Check here if Potential Time Impact



D.F. Perez Construction, Inc. License #:387778 8 (a) Certified DBE, SBE

2840 E. La Cresta Ave. Anaheim, CA 92806 Ph: 714-774-4778 Fax: 714-774-5188

General & Concrete Contractors

Response:		
By:	Title	Date:

BRFI-DFP 002-Landscape Question

- -Responses:
- 1 Detail D on sheet L1.51 governs.
- 2 Info on sheet L3.0 governs.
- 3 Info on sheet L1.0 governs.4 Info on sheet L3.0 governs.
- 5 Info on sheet L3.0 governs.

- 6 Info on sheet L2.0 governs.
 7 Info on sheet L2.0 governs.
 8 Info on sheet L2.0 governs.
- -PE/WM-RB/RC 20240711
- -File: BRFI-DFP 002-Landscape Question_response20240722.PDF

GEOTECHNICAL AND INFILTRATION EVALUATION NEW CHILDCARE FACILITY – LAKELAND VILLAGE COMMUNITY CENTER 16275 GRAND AVENUE LAKE ELSINORE, RIVERSIDE COUNTY, CALIFORNIA

PREPARED FOR

RIVERSIDE COUNTY – FACILITIES MANAGEMENT – PMO 3133 MISSION INN AVENUE RIVERSIDE, CALIFORNIA 92501

PREPARED BY

GEOTEK, INC. 1548 NORTH MAPLE STREET CORONA, CALIFORNIA 92878









January 10, 2024 Project No. 3745-CR

Riverside County - Facilities Management - PMO

3133 Mission Inn Avenue Riverside, California 92501

Attention: Ms. Blanca Limon

Subject: **Geotechnical and Infiltration Evaluation**

New Childcare Facility - Lakeland Village Community Center

16275 Grand Avenue

Lake Elsinore, Riverside County, California 92530

Dear Ms. Limon:

GeoTek, Inc. (GeoTek) is pleased to provide the results of this Geotechnical and Infiltration Evaluation for the proposed New Childcare Facility project that will be constructed at the Lakeland Village Community Center, located at 16275 Grand Avenue, in the City of Lake Elsinore, Riverside County, California. This report presents a discussion of GeoTek's evaluation and provides preliminary geotechnical recommendations for site preparation, foundation design, infiltration rates and construction of the proposed site improvements.

Based upon review and evaluation, site development appears feasible from a geotechnical viewpoint provided that the recommendations included in this report are incorporated into the design and construction phases of site development.

Riverside County Office of Economic Development

New Childcare Facility – Lakeland Village Community Center Lake Elsinore, Riverside County, California

Project No. 3745-CR January 10, 2024 Page i

The opportunity to be of service is sincerely appreciated. If you have any questions, please do not hesitate to contact GeoTek.

Respectfully submitted,

GeoTek, Inc.

Bruce A. Hick

GE 2284, Exp. 12/31/24 Geotechnical Engineer Color H. LaMont

CEG 1892, Exp. 07/31/24

Principal Geologist

Kase I. Gebbie, EIT

Staff Engineer

Distribution: (1) Addressee via email (one PDF file)

\\geotekfs1\Riverside\Projects\3701 to 3750\3745CR Riverside County Childcare Facility Lake Elsinore\Geotechnical and Infiltration Investigation\3745CR Geotechnical and Infiltration Evaluation Childcare Facility Lakeland Village.docx



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I. PURPOSE AND SCOPE OF SERVICES

The purpose of this study was to evaluate the geotechnical and geologic conditions for the proposed childcare facility at the Lakeland Village Community Center in Lake Elsinore, California, with respect to currently proposed improvements, as outlined in GeoTek's proposal P-0904822-CR dated September 15, 2022. Services provided for this study included the following:

- Research and review of available geologic and geotechnical data and general information pertinent to the site,
- A site reconnaissance,
- Excavation of two (2) exploratory borings for the geotechnical portion of the evaluation to a depth of about 21.5 to 51.5 feet below existing grades at the boring locations,
- Excavation of three (3) additional borings to depths of about five (5) and ten (10) feet below grade and performing an infiltration test in each boring,
- Collection of soil samples from the test borings,
- Laboratory testing of selected soil samples,
- Review and evaluation of site seismicity, and;
- Compilation of this geotechnical report which presents preliminary recommendations for site development.

The intent of this report is to aid in the evaluation of the site for future proposed development from a geotechnical perspective. The professional opinions and geotechnical information contained in this report may need to be updated based upon review of the final site development plans. These plans should be provided to GeoTek, Inc. for review when available.



2. SITE DESCRIPTION AND PROPOSED DEVELOPMENT

2.1 SITE DESCRIPTION

Lakeland Village Community Center is located at 16275 Grand Avenue in the City of Lake Elsinore, Riverside County, California (see Figure 1, Site Location Map). The Community Center contains numerous existing permanent buildings, associated parking areas, play and athletic fields, utilities, landscaping and hardscaping. Access to the center is available from the northeast corner of the center off Grand Avenue via Santa Rosa Drive. Vacant land is located adjacent to the western and northern boundaries of the center. The site generally slopes to the west/northwest with approximately 10 feet of elevation differential across the site.

The proposed project improvement is located in the southeastern portion of the Community Center and is situated at approximate elevation of about 1,305 feet above mean sea level, with an approximate location of 33.6510 Latitude and -117.3659 West Longitude (See Figure 2). The proposed childcare facility building is to be located at the location of the existing center maintenance building and is to be surrounded by associated hardscaping and landscaping. It is anticipated that underground utilities may be present in the project area.

An approximately 10-foot-high descending slope is located approximately 20 feet to the northeast of the proposed childcare facility at nearest dimension. This descending slope likely consists of artificial fill soils placed at the time of the construction of the current facilities.

2.2 PROPOSED DEVELOPMENT

Based upon review of preliminary plans prepared by Riverside County - Facilities Management - PMO), GeoTek understands that proposed improvements include demolition of the existing building and construction of an approximate 11,000 square foot childcare facility building and 4,400 square foot playground area. The proposed building is anticipated to be supported by conventional shallow foundations and/or slab-on-grade systems. Estimated maximum structural loads are anticipated to be 2,000 plf for continuous foundations and 25 kips for columns loads. As part of the site development, new hardscaping and flatwork is anticipated to be constructed. Stormwater disposal facilities are anticipated to be included as part of site development. Sewage disposal is anticipated to be conveyed via connection to a public sewer system.

If the site development differs from the information provided in this report, the recommendations should be subject to further review and evaluation by GeoTek. Final site development plans should be reviewed by GeoTek when they become available.



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3. FIELD EXPLORATION AND LABORATORY TESTING

3. | FIELD EXPLORATION

The field exploration for this project was conducted on December 18, 2023. For the geotechnical portion of the investigation, two (2) test borings were excavated with a hollow-stem auger drill rig to depths of about 21.5 to 51.5 feet below the existing grades. The approximate boring location is indicated on Figure 2, Exploration Location Map.

The exploration logs show subsurface conditions at the dates and locations indicated and may not be representative of other locations and times. The stratification lines presented on the logs represent the approximate boundaries between soil types, and the transitions may be gradual.

In the geotechnical borings, relatively undisturbed soil samples were recovered at various intervals with a California sampler. The California sampler is a 2.9-inch outside diameter, 2.5-inch inside diameter, split barrel sampler lined with brass rings. The sampler was 18 inches long. The sampler conformed to the requirements of ASTM D 3550. A 140-pound automatic trip hammer was utilized, dropping 30 inches for each blow. The relatively undisturbed samples, together with bulk samples of representative soil types, were returned to the laboratory for testing and evaluation.

In Boring B-2 standard penetration tests (SPT) were performed in the lower 25 feet with a 2.0-inch outside diameter, I.5-inch inside diameter, split-barrel sampler. The sampler was 18 inches long. The inside diameter of the sampler shoe was I.4 inches. The sampler was unlined. The sampler conformed to the requirements of ASTM D I586. A I40-pound automatic trip hammer was utilized, dropping 30 inches for each blow. The sampler penetration test data are presented on the Log for Boring for Boring B-2.

Percolation Testing

In addition to the geotechnical exploratory borings, three (3) percolation test borings (I-I through I-3) were excavated in anticipated areas of proposed storm water management facilities to depths of about 5 and 10 feet, respectively. Infiltration/percolation testing was conducted in these borings in general accordance with the requirements of the Riverside County.

The percolation tests consisted of drilling an eight-inch diameter test hole to the desired depth and installing approximately two inches of gravel in the bottom of the hole. A three-inch



diameter perforated PVC pipe, wrapped in a filter sock, was placed in the excavations and the annular space was filled with gravel to prevent caving within the boring. Water was then placed in the borings to presoak the holes and percolation testing was performed the following the presoak period. The percolation tests were then performed which consisted of adding water to each test hole and measuring the water drop over a 10-minute period. The water drop was recorded for eight test intervals. Water was added to the test holes after each test interval. The field percolation rates were then converted to an infiltration rate using the Porchet Method.

The results of the conversions indicate infiltration rates based upon depth and location ranging from 0.04 to 0.61 inches per hour, indicating relatively poor to fair infiltration characteristics. Copies of the percolation data sheets and the Porchet infiltration rate conversion calculations are presented in Appendix C. No factors of safety were applied to the rates provided. Over the lifetime of the infiltration areas, the infiltration rates may be affected by sediment build up and biological activities, as well as local variations in near surface soil conditions. A suitable factor of safety should be applied to the field rate in designing the infiltration system.

It should be noted that the infiltration rates provided above were performed in relatively undisturbed on-site soils. Infiltration rates will vary and are mostly dependent on the underlying consistency of the site soils and relative density. Infiltration rates may be impacted by weight of equipment travelling over the soils, placement of engineered fill and other various factors. GeoTek assumes no responsibility or liability for the ultimate design or performance of the storm water facility.

3,2 LABORATORY TESTING

Laboratory testing was performed on selected soil samples obtained during the field exploration. The purpose of the laboratory testing was to confirm the field classification of the soils encountered and to evaluate the physical properties of the soils for use in engineering design and analysis.

Included in the laboratory testing were moisture-density determinations on relatively undisturbed samples. An optimum moisture content-maximum dry density relationship was established for a typical soil type so that the relative compaction of the subsoils could be determined. Collapse testing was performed on selected samples to evaluate the compressibility characteristics of the soils. Expansion index testing was performed on a selected sample to evaluate the expansion potential of the on-site soils. Chemical testing comprised of pH, soluble sulfate, chloride and resistivity testing was conducted on a selected sample. The moisture-density data are presented on the exploration logs. The maximum density, collapse, expansion index and chemical test data are presented in Appendix B.



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4. GEOLOGIC AND SOILS CONDITIONS

4.1 REGIONAL SETTING

The Lakeland Village Community Center is situated in the Peninsular Ranges geomorphic province. The Peninsular Ranges province is one of the largest geomorphic units in western North America. It extends approximately 975 miles south of the Transverse Ranges geomorphic province to the tip of Baja California. This province varies in width from about 30 to 100 miles. It is bounded on the west by the Pacific Ocean, on the south by the Gulf of California and on the east by the Colorado Desert Province.

The Peninsular Ranges are essentially a series of northwest-southeast oriented fault blocks. Several major fault zones are found in this province. The Elsinore Fault zone and the San Jacinto Fault zone trend northwest-southeast and are found near the middle of the province. The San Andreas Fault zone borders the northeasterly margin of the province.

More specific to the subject property, the site is located in an area geologically mapped to be underlain by alluvium (Morton, D.M. and Weber, F.H., 2003). The nearest zoned fault is the Elsinore Fault Zone - Temecula Section located approximately 2.7 miles east-southeast of the subject site.

4.2 GENERAL SOIL/GEOLOGIC CONDITIONS

A brief description of the geologic units encountered on the site is presented in the following sections. Based on the field exploration and observations, the site is generally underlain by artificial fill soils and alluvium.

4.2.1 Artificial Fill

Asphalt concrete (AC) pavement (with no aggregate base) was present at the surface of Infiltration Borings I-I and I-3. Artificial fill soils, generally consisting of silty sands (SM soil type based upon the Unified Soil Classification System) were encountered within all geotechnical and infiltration borings excavated. The artificial fill soils were likely placed at the time of initial construction of the Community Center. The fill soils were found to be medium dense, however, during grading operations for the proposed childcare center, an evaluation of the in-place density of the artificial fill soils will be necessary. The artificial fill soils were encountered from the surface of all borings extending to depths ranging between about 5 to 8 feet below existing grades at the boring locations.



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4.2.2 Alluvium

Alluvial deposits, consisting predominately of silty sands and poorly graded sands (SM and SP soil types, based upon the Unified Soil Classification System), were encountered in the borings below the AC pavement and artificial fill soils to the maximum depth explored (51.5 feet). The alluvial soils were generally found to be medium dense to dense.

Based on the laboratory test results, the near surface soils have a "very low" expansion potential (ASTM D 4829). Based on the laboratory test results, the near surface soils have a soluble sulfate content of less than 0.1 percent (ASTM D 4327). Based upon the collapse test results, the alluvial and fill soils have a "very low" to "low" potential for hydroconsolidation (settlement upon wetting with or without additional loading). The test results are provided in Appendix B.

4.3 SURFACE AND GROUNDWATER

4.3.1 Surface Water

Surface water was not observed during the site exploration. If encountered during earthwork construction, surface water on this site will likely be the result of precipitation or possibly some minor surface run-off from surrounding areas. Overall site drainage is generally in a northeasterly direction, as directed by site topography. Provisions for surface drainage will need to be accounted for by the project civil engineer.

4.3.2 Groundwater

Groundwater was not encountered in any of the exploratory borings at the time of drilling to the maximum depth drilled of about 51.5 feet below the existing ground surface. Based on a review of groundwater depths noted on the State Department of Water Resources Water Data Library website, it is estimated the groundwater depth near the site is approximately 50 feet to 55 feet below existing site grade, based on the elevation of adjacent Lake Elsinore. Based on the results of the field exploration, review of site area geomorphology and geology, groundwater is not anticipated to adversely affect the proposed improvements.

4,4 FAULTING AND SEISMICITY

4.4.1 Faulting

The geologic structure of the entire southern California area is dominated mainly by northwest-trending faults associated with the San Andreas system. The site is in a seismically active region. No active or potentially active fault is presently known to exist at this site nor is the site situated within an "Alquist-Priolo" Earthquake Fault Zone (Bryant and Hart, 2007).



The County of Riverside indicates that the site is "in a fault zone", "not in a fault line", as having a "moderate" potential for liquefaction and as "susceptible" to subsidence. The nearest zoned fault is the Elsinore Fault Zone- Temecula Section located approximately 2.7 miles east-southeast of the subject site.

The southwest portion of the site is located within a Riverside County Fault Zone. To further evaluate the potential for surface rupture hazard at the site, GeoTek researched available fault hazard evaluations on file with California Geological Survey (CGS). CGS provided one seismicity study on the adjacent parcel immediately to the east of the site. The report was prepared by Stickel and Associates (Stickel), titled Report of Engineering Geological Seismicity Study for a Proposed School Site, Grand Ave., Lakeland Village, California and dated November 14, 1977. Stickel excavated approximately 820 linear feet of fault trenching approximately 10 to 15 feet deep. The fault trench was excavated in a northeast to southwest orientation and near parallel to the current property boundaries. The fault trench excavation extends near parallel to the subject site and roughly perpendicular to the known Elsinore Fault splay orientations in the immediate area. Stickel's fault trench excavation extended throughout the entirety of the Riverside County Fault Zone portion of the subject site and thus should satisfactorily indicate with a reasonable amount of certainty, the presence or absence of faulting on the subject site. Stickel concluded that, "no displacement of bedding was encountered in the exploration trench" and "no obvious breaks in the alluvium, vegetation contrasts, or lineations were observed". Stickel stated that they did not locate any fault traces traversing the site. Therefore it is reasonable to postulate that no fault traces would extend into the immediately adjacent subject site. Stickel did not recommend any restricted use setback zones.

GeoTek concurs with Stickel's findings and it is GeoTek's opinion the additional fault trenching is not warranted at the subject site. The potential for surface rupture at the site is considered to be low. However strong surface shaking from a seismic event on the nearby Elsinore Fault Zone is a concern. The structural engineer should design the proposed structures accordingly.

4.4.2 Seismic Design Parameters

The site is located at approximately 33.6510 degrees North Latitude and -117.3669 degrees West Longitude. Site spectral accelerations (S_a and S_I) for 0.2 and 1.0 second periods for a Class "D" site, was determined from the SEAOC/OSHPD web interface that utilizes the USGS web services and retrieves the seismic design data and presents that information in a report format. Using the ASCE 7-16 option on the SEAOC/OSHPD website results in the values for S_{MI} and S_{DI} reported as "null-See Section 11.4.8" (of ASCE 7-16). As noted in ASCE 7-16, Section 11.4.8, a site-specific ground motion procedure is recommended for Site Class D when the value S_I exceeds 0.2. The value S_I for the subject site exceeds 0.2.



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For a site Class D, an exception to performing a site-specific ground motion analysis is allowed in ASCE 7-16 where S₁ exceeds 0.2 provided the value of the seismic response coefficient, Cs, is conservatively calculated by Eq 12.8-2 of ASCE 7-16 for values of T≤1.5Ts and taken as equal to 1.5 times the value computed in accordance with either Eq. 12.8-3 for $T_L \ge T > 1.5 Ts$ or Eq. 12.8-4 for T>T_L.

The results, based on the 2015 NEHRP and the 2022 CBC, are presented in the following table assuming that the exception as allowed in ASCE 7-16 is applicable. If the exception is deemed not appropriate, a site-specific ground motion analysis will be required.

SITE SEISMIC PARAMETERS					
Mapped 0.2 sec Period Spectral Acceleration, Ss	2.049g				
Mapped 1.0 sec Period Spectral Acceleration, S	0.734g				
Site Coefficient for Site Class "D", Fa	1.0				
Site Coefficient for Site Class "D", Fv	1.7				
Maximum Considered Earthquake Spectral Response Acceleration for 0.2 Second, S_{MS}	2.049g				
Maximum Considered Earthquake Spectral Response Acceleration for 1.0 Second, S_{MI}	1.249g				
5% Damped Design Spectral Response Acceleration Parameter at 0.2 Second, S_{DS}	1.366g				
5% Damped Design Spectral Response Acceleration Parameter at I second, $S_{\text{\tiny DI}}$	0.832g				
Peak Ground Acceleration (PGA _M)	0.965g				
Seismic Design Category	D				

Final selection of the appropriate seismic design coefficients should be made by the project structural engineer based upon the local practices and ordinances, expected building response and desired level of conservatism.

4.5 LIQUEFACTION

Liquefaction describes a phenomenon in which cyclic stresses, produced by earthquake-induced ground motion, create excess pore pressures in relatively cohesionless soils. These soils may acquire a high degree of mobility which can lead to lateral movement, sliding, settlement of loose sediments, sand boils and other damaging deformations. This phenomenon occurs only below the water table, but, after liquefaction has developed, the effects can propagate upward into overlying non-saturated soil as excess pore water dissipates.

The factors known to influence liquefaction potential include soil type and grain size, relative density, groundwater level, confining pressures, and both intensity and duration of ground



shaking. In general, materials that are susceptible to liquefaction are loose, saturated granular soils having low fines content under low confining pressures.

The project site is not located within an area mapped by the State of California for liquefaction potential. The County of Riverside has designated the site as having a "moderate" potential for liquefaction.

Based on the current site mapping, current depth to groundwater (in excess of 50 feet), and medium dense to very dense nature of the subsurface soils, it is GeoTek's opinion that the liquefaction potential at the project site is very low.

Since groundwater is relatively deep and minimal liquefaction will occur below the groundwater elevation, lateral spread should not be a consideration in the design of the structure.

4.6 OTHER SEISMIC HAZARDS

The potential for seismic densification ("dry sand" seismic settlement) resulting from seismic activity was reviewed. Due to the medium dense to very dense nature of the subsurface soils, it is GeoTek' opinion that the seismic settlement potential of the site soils is minimal.

Due to the general flat terrain, the potential for seismic induced-landslides or lateral spreading is considered very low. The potential for secondary seismic hazards such as a seiche and tsunami is considered negligible due to site elevation and distance from an open body of water.

5. CONCLUSIONS AND RECOMMENDATIONS

5.1 GENERAL

The anticipated site development appears feasible from a geotechnical viewpoint provided that the following recommendations, and those provided by this firm at a later date are incorporated into the design and construction phases of development. Site development, grading and foundation plans should be reviewed by GeoTek, Inc. when they become available so the recommendations contained in this report can be confirmed.

The on-site soils exhibit a "very low" expansion index. Expansion index testing should be conducted at the completion of earthwork operations to verify this design value.



The upper site soils consist of relatively uniform, but undocumented artificial fill soils, but are expected to be disturbed during site demolition and grading operations. Overexcavation and compaction of the upper building pad soils will be required to provide a uniform bearing surface to transmit structural loading.

5.2 EARTHWORK CONSIDERATIONS

Earthwork and grading should be performed in accordance with the applicable grading ordinances of the City of Lake Elsinore and/or the County of Riverside, the 2022 California Building Code (CBC) and recommendations contained in this report. The Grading Guidelines included in Appendix D outline general procedures and do not anticipate all site-specific situations. In the event of conflict, the recommendations presented in the text of this report should supersede those contained in Appendix D.

5.2.1 Site Clearing and Demolition

Initial site preparation should commence with removal of debris, existing structures, pavements, underground utilities, foundations, slabs-on-grade, deleterious materials and vegetation within the limits of the planned improvements. Demolition of existing buildings/structures should include removal of all shallow foundations, floor slabs and any of below-grade construction. If any existing building/structure is supported by deep foundations, it is recommended that those foundation units be cut-off at least 3 feet below all new building foundations and floor slabs and one foot beneath all future utility lines. Existing utilities, not planned for re-use, should be capped off at the property boundaries and removed. All materials generated by demolition and site clearing operations should be properly disposed of off-site. Voids resulting from removing any materials should be replaced with engineered fill materials with expansion characteristics similar to the on-site materials.

5.2.2 Site Preparation

Demolition and removal of the existing on-site structure foundations, slabs and utility lines is anticipated to disturb the upper site soils. Due to the anticipated site demolition and the presence of the near-surface artificial fill soils, it is recommended that the soils be removed beneath the planned building footprint to a depth of at least four (4) feet below existing grade, or two (2) feet below the base of the proposed foundations, whichever is greater. The lateral extent of this recommended over-excavation should extend at least 5 feet beyond the building limits, where obtainable. Removal bottoms should be relatively uniform in soil type which is not visibly porous and encounter competent materials. Deeper removals could be required in order to encounter competent materials, herein defined as artificial fill and alluvial soils with an in-place density of at least 90 and 85 percent of the soil's maximum dry density as determined by ASTM D 1557 test procedures, respectively.



Following site clearing operations, over-excavation and lowering of site grades, where necessary, it is recommended that the exposed subgrade soils beneath all surface improvements be proof rolled with a heavy rubber-tired piece of construction equipment approved by and in the presence of the geotechnical engineering representative. The proof rolling equipment should possess a minimum weight of 15 tons and proof rolling should include at least 4 passes, two in each perpendicular direction. All soil that ruts or excessively deflects during proof rolling should be removed as recommended by the GeoTek representative. Following proof rolling and removal of any unsuitable bearing soil, the exposed subgrade should be scarified to a depth of about 12 inches, be moisture conditioned to slightly above the soil's optimum moisture content and then be compacted to at least 90 percent of the soil's maximum dry density as determined by ASTM D-1557 test procedures.

5.2.3 Pavement/Equipment Pad Areas

Soils beneath proposed site pavement/equipment pads should be overexcavated to a depth of 12 inches below existing grade or 12 inches below proposed finished grade, whichever is deeper. Finished grade is defined as the top of the subgrade. The exposed soils in these areas and in cut areas should be scarified to a depth of approximately eight inches, moistened to at least the optimum moisture content and compacted to a minimum relative compaction of at least 95 percent of maximum dry density as determined by ASTM D 1557 test procedures.

5.2.4 Hardscape Areas

Soils beneath proposed site hardscape should be overexcavated to a depth of 12 inches below existing grade or 12 inches below proposed finished grade, whichever is deeper. Finished grade is defined as the top of the subgrade. The exposed soils in these areas and in cut areas should be scarified to a depth of approximately eight inches, moistened to at least the optimum moisture content and compacted to a minimum relative compaction of at least 90 percent of maximum dry density as determined by ASTM D 1557 test procedures.

5.2.5 Preparation of Excavation Bottoms

A representative of this firm should observe the bottom of all excavations. Upon approval, the exposed soils below the building or foundation remedial excavations should be scarified to a depth of approximately eight inches, moistened to at least the optimum moisture content and compacted to a minimum relative compaction of at least 90 percent of maximum dry density as determined by ASTM D 1557 test procedures.



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5.2.6 Engineered Fills

The on-site soils are generally considered suitable for reuse as engineered fill provided they are free from vegetation, debris and other deleterious material. Portland cement concrete that is to be removed from the site may be pulverized into fragments not exceeding three inches in greatest dimension and incorporated into the fill at all levels. All asphaltic concrete should be removed from the site. Engineered fill should be placed in loose lifts with a thickness of eight inches or less and moisture conditioned to at least the optimum moisture content. Engineered fill should compacted to at least 90 percent of maximum dry density as determined by ASTM D 1557 test procedures.

5.2.7 Excavation Characteristics

Excavation of the on-site alluvial soils is expected to be feasible utilizing heavy-duty grading equipment in good operating condition. All temporary excavations for grading purposes and installation of underground utilities should be constructed in accordance with local and Cal-OSHA guidelines. Temporary excavations within the on-site materials should be stable at 1.5:1 (horizontal: vertical) inclinations for cuts less than five feet in height.

5.2.8 Shrinkage and Subsidence

Several factors will impact earthwork balancing on the site, including shrinkage, subsidence, trench spoil from utilities and footing excavations, as well as the accuracy of topography.

Shrinkage and subsidence are primarily dependent upon the degree of compactive effort achieved during construction. For planning purposes, a shrinkage factor of 5 to 15 percent may be considered for the materials requiring removal and/or recompaction. Site balance areas should be available in order to adjust project grades, depending on actual field conditions at the conclusion of earthwork. Subsidence on the order of up to 0.20 foot may be anticipated for the underlying soils. "Losses" due to site demolition and underground utility removals need to be accounted for in earthwork quantities.

5.2.9 Grading Plan Review

Upon completion of the site grading plans, it is recommended that those plans be proved to GeoTek for review. Based on that review, some modifications to the recommendations provided in this report may be necessary.



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5.3 DESIGN RECOMMENDATIONS

5.3.1 Foundation Design Criteria

Foundation design criteria for a conventional foundation system, in general conformance with the 2022 CBC, are presented herein. These are typical design criteria and are not intended to supersede the design by the structural engineer. Expansion index and soluble sulfate evaluation of the soils should be performed during construction to evaluate the as-graded conditions. Final recommendations should be based upon the as-graded soils conditions.

The site soils are classified as having a "very low" (0-20) expansion index in accordance with ASTM D 4829. Typical design criteria for the site based upon a "very low" expansion index are tabulated below. These are minimal recommendations and are not intended to supersede the design by the project structural engineer.

The conventional foundation elements for the proposed structures should bear entirely in engineered fill soils. Foundations should be designed in accordance with the 2022 CBC requirements. A summary of the foundation design recommendations is presented in the following table:

DESIGN PARAMETER	"VERY LOW" EXPANSION INDEX			
Building Foundation Depth or Minimum Perimeter Beam Depth (inches below lowest adjacent grade)	12			
Minimum Foundation Width (Inches)	12			
Minimum Slab Thickness (actual)	4 inches			
Minimum Slab Reinforcing	6" x 6" – W1.4/W1.4 welded wire fabric or No. 3 bars at 18 inch centers placed in middle of slab			
Minimum Footing Reinforcement	Two No. 4 reinforcing bars, one placed near the top and one near the bottom of the footing			
Presaturation of Subgrade Soil (Percent of Optimum)	Minimum of 100 percent of the optimum moisture content to a depth of at least 12 inches prior to placing concrete			



Additional Foundation Design Criteria

- 5.3.1.1 An allowable bearing capacity of 2,500 pounds per square foot (psf) may be used for design of continuous and perimeter footings 12 inches deep and 12 inches wide, and pad footings 24 inches square and 12 inches deep. This allowable soil bearing capacity may be increased by 300 psf for each additional foot of footing depth and 300 psf for each additional foot of footing width to a maximum value of 3,000 psf. An increase of one-third may be applied when considering short-term live loads (e.g., seismic and wind loads).
- 5.3.1.2 Structural foundations should be designed in accordance with the 2022 CBC, and to withstand a total static settlement of I inch and maximum differential static settlement of one-half of the total settlement over a horizontal distance of 40 feet.
- 5.3.1.3 The passive earth pressure may be computed as an equivalent fluid having a density of 400 psf per foot of depth, to a maximum earth pressure of 4,000 psf for footings founded on engineered fill or competent native soil. A coefficient of friction between soil and concrete of 0.40 may be used with dead load forces. Passive pressure and frictional resistance may be combined without reduction. The upper one foot of soil should be ignored in the passive pressure calculations unless the surface is covered with pavements.
- 5.3.1.4 A grade beam, a minimum of 12 inches wide and 12 inches deep, should be utilized across large entrances. The base of the grade beam should be at the same elevation as the bottom of the adjoining footings.
- 5.3.1.5 A moisture and vapor retarding system should be placed below slabs-on-grade where moisture migration through the slab is undesirable. Guidelines for these are provided in the 2022 California Green Building Standards Code (CALGreen) Section 4.505.2, the 2022 CBC Section 1907.1 and ACI 360R-10. The vapor retarder design and construction should also meet the requirements of ASTM E 1643. A portion of the design should be the implementation of a moisture vapor retardant membrane.

It should be realized that the effectiveness of the vapor retarding membrane can be adversely impacted as a result of construction related punctures (e.g., stake penetrations, tears, punctures from walking on the vapor retarder placed atop the underlying aggregate layer, etc.). These occurrences should be limited as much as possible during construction. Thicker membranes are generally more resistant to



accidental puncture than thinner ones. Products specifically designed for use as moisture/vapor retarders may also be more puncture resistant. Although the CBC specifies a 6-mil vapor retarder membrane, it is GeoTek's opinion that a minimum 10 mil thick membrane with joints properly overlapped and sealed should be considered, unless otherwise specified by the slab design professional. The membrane should consist of Stego wrap or the equivalent.

Moisture and vapor retarding systems are intended to provide a certain level of resistance to vapor and moisture transmission through the concrete, but do not eliminate it. The acceptable level of moisture transmission through the slab is to a large extent based on the type of flooring used and environmental conditions. Ultimately, the vapor retarding system should be comprised of suitable elements to limited migration of water and reduce transmission of water vapor through the slab to acceptable levels. The selected elements should have suitable properties (i.e., thickness, composition, strength, and permeability) to achieve the desired performance level.

Moisture retarders can reduce, but not eliminate, moisture vapor rise from the underlying soils up through the slab. Moisture retarder systems should be designed and constructed in accordance with applicable American Concrete Institute, Portland Cement Association, Post-Tensioning Concrete Institute, ASTM and California Building Code requirements and guidelines.

GeoTek recommends that a qualified person, such as the flooring contractor, structural engineer, architect, and/or other experts specializing in moisture control within the building be consulted to evaluate the general and specific moisture and vapor transmission paths and associated potential impact on the proposed construction. That person (or persons) should provide recommendations relative to the slab moisture and vapor retarder systems and for migration of potential adverse impact of moisture vapor transmission on various components of the structures, as deemed appropriate.

In addition, the recommendations in this report and GeoTek's services in general are not intended to address mold prevention; since GeoTek, along with geotechnical consultants in general, do not practice in the area of mold prevention. If specific recommendations addressing potential mold issues are desired, then a professional mold prevention consultant should be contacted.

5.3.1.6 It is recommended that control joints be placed in concrete slabs in two directions spaced approximately 24 to 36 times the thickness of the slab in inches. These joints



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are a widely accepted means to control cracks and should be reviewed by the project structural engineer.

5.3.2 Miscellaneous Foundation Recommendations

To minimize moisture penetration beneath the slab-on-grade areas, utility trenches should be backfilled with engineered fill, lean concrete or concrete slurry where they intercept the perimeter footing or thickened slab edge.

Soils from the footing excavations should not be placed in the slab-on-grade areas unless properly compacted and tested. The excavations should be free of loose/sloughed materials and be neatly trimmed at the time of concrete placement.

5.3.3 **Foundation Setbacks**

Minimum setbacks for all foundations should comply with the 2022 CBC or the City of Lake Elsinore and/or the County of Riverside requirements, whichever is more stringent. Improvements not conforming to these setbacks are subject to the increased likelihood of excessive lateral movements and/or differential settlements. If large enough, these movements can compromise the integrity of the improvements. The top outside edge of all footings should be set back a minimum of H/3 (where H is the slope height) from the face of any descending slope. The setback should be at least five feet and need not exceed 40 feet.

5.3.4 **Soil Corrosivity**

Based on the chemical test results presented in Appendix B, the corrosivity test results indicate that the on-site soils are "moderately corrosive" (5,427 ohm-cm) to buried ferrous metal. This corrosion classification is obtained from "Corrosion Basics: An Introduction," by Pierre R. Roberge, 2nd Edition, 2005. Recommendations for protection of buried ferrous metal should be provided by a corrosion engineer.

5.3.5 **Soil Sulfate Content**

Based on the chemical test results presented in Appendix B, the sulfate test results on a sample obtained from the project site indicate a soluble sulfate content of less than 0.1% by weight. Soluble sulfate contents of this level would be in the range of "not applicable" (i.e., negligible) in accordance with ACI 318-19. Based on the test results and Table 19.3.1.1 of ACI 318-19, no special recommendations for concrete are required for this project due to soil sulfate exposure.



5.3.6 Import Soils

Import soils should have a "very low" expansion potential. GeoTek, Inc. also recommends that the proposed import soils be tested for expansion and corrosivity potential. GeoTek, Inc. should be notified a minimum of 72 hours prior to importing so that appropriate sampling and laboratory testing can be performed.

5.4 PLAN REVIEW AND CONSTRUCTION OBSERVATIONS

It is recommended that specifications and foundation and grading plans be reviewed by GeoTek prior to construction to check for conformance with the recommendations of this report. It is also recommended that GeoTek, Inc. representatives be present during site grading and foundation construction to observe and document proper implementation of the geotechnical recommendations. The owner/developer should verify that GeoTek, Inc. representatives perform at least the following duties:

- Observe site clearing and grubbing operations for proper removal of unsuitable materials.
- Observe and test bottom of removals prior to fill placement.
- Evaluate the suitability of on-site and import materials for fill placement and collect soil samples for laboratory testing where necessary.
- Observe the fill for uniformity during placement, including utility trench backfill. Perform field density testing of the fill materials.
- Observe and probe foundation excavations to confirm suitability of bearing materials with respect to density.

If requested, a construction observation and compaction report can be provided by GeoTek, Inc. which can comply with the requirements of the governmental agencies having jurisdiction over the project. It is recommended that these agencies be notified prior to commencement of construction so that necessary grading permits can be obtained.

6. INTENT

It is the intent of this report to aid in the design and construction of the proposed development. Implementation of the advice presented in this report is intended to reduce risk associated with construction projects. The professional opinions and geotechnical advice contained in this report



are not intended to imply total performance of the project or guarantee that unusual or variable conditions will not be discovered during or after construction.

The scope of this evaluation is limited to the boundaries of the subject property. This review does not and should in no way be construed to encompass any areas beyond the specific area of the proposed construction as indicated to us by the client. Further, no evaluation of any existing site improvements is included. The scope of this evaluation is based on GeoTek's understanding of the project and geotechnical engineering standards normally used on similar projects in this locality.

7. LIMITATIONS

GeoTek's findings are based on site conditions observed and the stated sources. Thus, GeoTek's comments are professional opinions that are limited to the extent of the available data.

GeoTek has prepared this report in a manner consistent with that level of care and skill ordinarily exercised by members of the engineering and science professions currently practicing under similar conditions in the jurisdiction in which the services are provided, subject to the time limits and physical constraints applicable to this report.

Since GeoTek's recommendations are based on the site conditions observed and encountered, and laboratory testing, GeoTek's conclusions and recommendations are professional opinions that are limited to the extent of the available data. Observations during construction are important to allow for any change in recommendations found to be warranted. These opinions have been derived in accordance with current standards of practice and no warranty of any kind is expressed or implied. Standards of care/practice are subject to change with time.

8. SELECTED REFERENCES

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- Stickel and Associates, 1977, "Report of Engineering Geological Seismicity Study for a Proposed School Site, Grand Ave., Lakeland Village, California", dated November 14, Project No. 1877-001.





16275 Grand Avenue

Lake Elsinore, Riverside County, California

Site Location and Topography Мар



Project No. 3745-CR



APPENDIX A

LOGS OF EXPLORATORY BORINGS

New Childcare Facility – Lakeland Village Community Center 16275 Grand Avenue Lake Elsinore, Riverside County, California Project No. 3745-CR



Riverside County – Facilities Management – PMO

New Childcare Facility – Lakeland Village Community Center Lake Elsinore, Riverside County, California

Project No. 3745-CR January 10, 2024 Page A-I

A - FIELD TESTING AND SAMPLING PROCEDURES

The Modified Split-Barrel Sampler (Ring)

The Ring sampler is driven into the ground at various depths in accordance with ASTM D 3550 test procedures. The sampler, with an external diameter of 3.0 inches, is lined with 1-inch long, thin brass rings with inside diameters of approximately 2.4 inches. The sampler is typically driven into the ground 12 or 18 inches with a 140-pound hammer free falling from a height of 30 inches. Blow counts are recorded for every 6 inches of penetration as indicated on the log of boring. The samples are removed from the sample barrel in the brass rings, sealed, and transported to the laboratory for testing.

The Standard Penetration Test (SPT) Sampler

Standard penetration tests (SPT) were performed with a 2.0-inch outside diameter, 1.5-inch inside diameter, split-barrel sampler. The sampler was 18 inches long. The inside diameter of the sampler shoe was 1.4 inches. The sampler was unlined. The sampler conformed to the requirements of ASTM D 1586. A 140-pound automatic trip hammer was utilized, dropping 30 inches for each blow. Blow counts are recorded for every 6 inches of penetration as indicated on the log of boring. Disturbed samples are removed from the sample barrel, sealed in a plastic bag, and transported to the laboratory for testing.

Bulk Samples (Large)

These samples are normally large bags of earth materials over 20 pounds in weight collected from the field by means of hand digging or exploratory cuttings.

Bulk Samples (Small)

These are plastic bag samples which are normally airtight and contain less than 5 pounds in weight of earth materials collected from the field by means of hand digging or exploratory cuttings. These samples are primarily used for determining natural moisture content and classification indices.

B - BORING/TRENCH LOG LEGEND

The following abbreviations and symbols often appear in the classification and description of soil and rock on the logs of borings/trenches:

SOILS

USCS Unified Soil Classification System

f-c Fine to coarse f-m Fine to medium

<u>GEOLOGIC</u>

B: Attitudes Bedding: strike/dip
J: Attitudes Joint: strike/dip

C: Contact line

Dashed line denotes USCS material change
 Solid Line denotes unit / formational change
 Thick solid line denotes end of boring/trench

(Additional denotations and symbols are provided on the log of borings/trenches)



2R Drilling CLIENT: DRILLER: LOGGED BY: Riverside Co. Facilities Management C. Diaz PROJECT NAME: Lakeland Village Community Center DRILL METHOD: OPERATOR: Hollow Stem Adrian PROJECT NO.: 3745-CR HAMMER: 140#/30" RIG TYPE: CME 75

LOC	ATIO	N:		Lake Els	inore, CA	DATE:		12/18/2023
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		7 10 12	R2	SM	Young Alluvial Valley Deposits: Silty f-m SAND, brown, moist, medium dense, some gravel	6.2	122.2	
10		8 10 12	R3			5.7	121.3	Collapse
15		8 10 14	R4		Silty f-m SAND, reddish-brown, moist, medium dense			
20		10 13 18	R5			10.6	115.9	
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2R Drilling CLIENT: DRILLER: LOGGED BY: C. Diaz Riverside Co. Facilities Management DRILL METHOD: OPERATOR: PROJECT NAME: Lakeland Village Community Center Hollow Stem Adrian PROJECT NO.: 3745-CR HAMMER: 140#/30" RIG TYPE: CME 75 LOCATION: DATE:

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LOGGED BY: CLIENT: Riverside Co. Facilities Management DRILLER: 2R Drilling C. Diaz PROJECT NAME: Lakeland Village Community Center **DRILL METHOD:** Hollow Stem OPERATOR: Adrian PROJECT NO.: 3745-CR HAMMER: 140#/30" **RIG TYPE:** CME 75 LOCATION: Lake Elsinore, CA DATE: 12/18/2023 Laboratory Testing SAMPLES USCS Symbol Boring No.: B-2 (continued) Dry Density (pcf) Depth Others % MATERIAL DESCRIPTION AND COMMENTS 12 S2 Silty f-m SAND, brown, moist, medium dense 15 14 9.4 S3 Silty f-m SAND, brown, moist, medium dense, trace clay 20 32 SP F-c SAND, grey-brown, moist, dense 28 18 18 10.5 S5 Silty f-m SAND, brown, moist, medium dense 19 18 **BORING TERMINATED AT 51.5 FEET** No groundwater encountered Boring backfilled with soil cuttings ---Water Table Sample type: ---Large Bulk ---No Recovery ---SPT ---Small Bulk ---Ring AL = Atterberg Limits EI = Expansion Index SA = Sieve Analysis RV = R-Value Test Lab testing: SR = Sulfate/Resisitivity Test SH = Shear Test HC= Consolidation

2R Drilling CLIENT: DRILLER: LOGGED BY: Riverside Co. Facilities Management C. Diaz PROJECT NAME: Lakeland Village Community Center DRILL METHOD: OPERATOR: Hollow Stem Adrian PROJECT NO.: 3745-CR HAMMER: 140#/30" RIG TYPE: CME 75

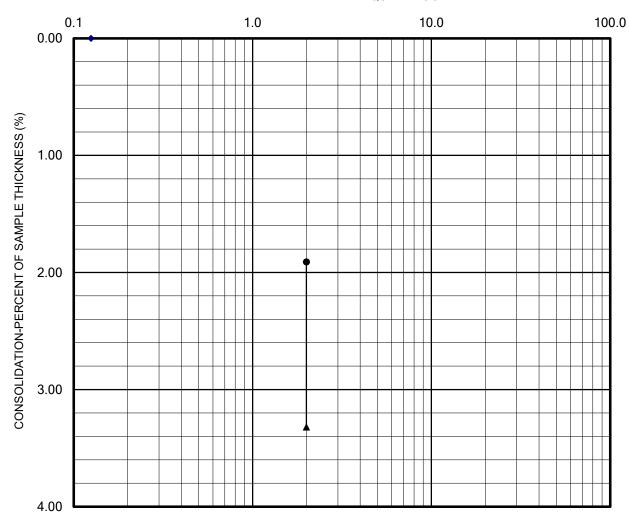
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2R Drilling CLIENT: Riverside Co. Facilities Management DRILLER: LOGGED BY: C. Diaz PROJECT NAME: Lakeland Village Community Center **DRILL METHOD:** Hollow Stem OPERATOR: Adrian PROJECT NO.: 3745-CR HAMMER: 140#/30" **RIG TYPE:** CME 75 LOCATION: Lake Elsinore, CA DATE: 12/18/2023 Laboratory Testing SAMPLES USCS Symbol € Infiltration No.: I-2 Dry Density (pcf) Depth Others % MATERIAL DESCRIPTION AND COMMENTS **Artificial Fill:** SM Silty f-m SAND, yellow brown, moist **BORING TERMINATED AT 5 FEET** No groundwater encountered Boring backfilled with soil cuttings Sample type: ---SPT ---Large Bulk ---Small Bulk ---No Recovery ---Ring AL = Atterberg LimitsEI = Expansion Index SA = Sieve Analysis RV = R-Value Test Lab testing: SR = Sulfate/Resisitivity Test SH = Shear Test HC= Consolidation MD = Maximum Density

2R Drilling CLIENT: DRILLER: LOGGED BY: Riverside Co. Facilities Management C. Diaz PROJECT NAME: Lakeland Village Community Center DRILL METHOD: OPERATOR: Hollow Stem Adrian PROJECT NO.: 3745-CR HAMMER: 140#/30" RIG TYPE: CME 75

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---◆--- Seating Cycle

Loading Prior to Inundation
Loading After Inundation

--★--- Rebound Cycle

PERFORMED IN GENERAL ACCORDANCE WITH ASTM D 4546



CHECKED BY: JB Lab: Corona

PROJECT NO.: 3745-CR Date: 12/26/2023

COLLAPSE REPORT

Sample: B-1 @ 10 feet

Plate B-1

APPENDIX B

LABORATORY TEST RESULTS

New Childcare Facility - Lakeland Village Community Center 16275 Grand Avenue Lake Elsinore, Riverside County, California Project No. 3745-CR



SUMMARY OF LABORATORY TESTING

Classification

Soils were classified visually in general accordance with the Unified Soil Classification System (ASTM Test Method D 2487). The soil classifications are shown on the boring logs in Appendix A.

Collapse Test

Collapse tests were performed on selected samples of the site soils obtained from the site exploration in general accordance with ASTM D 5333 test procedures. The results of this test are presented graphically in Appendix B.

Direct Shear

Shear testing was performed on a selected soil sample remolded to approximately 90 percent of maximum dry density in a direct shear machine of the strain-control type in general accordance with ASTM D 3080 test procedures. The rate of deformation is approximately 0.035 inch per minute. The samples were sheared under varying confining loads in order to determine the coulomb shear strength parameters, angle of internal friction and cohesion. The results of the testing are presented graphically in Appendix B.

Expansion Index

The expansion index of site soils obtained from the site exploration was determined by performing expansion index testing on a sample in general accordance with ASTM D 4829 test procedures. The results of the testing are provided below and Appendix B:

Boring No.	Depth (ft.)	Description	Expansion Index	Classification
B-2	0-5	Silty Sand (SM)	0	Very Low

In-Situ Moisture and Density

The natural water content of site soils obtained from the site exploration was determined in general accordance with ASTM D 2216 test procedures. In addition, in-place dry density determinations were performed on relatively undisturbed samples obtained from the site exploration in general accordance with ASTM D 2937 test procedures to measure the unit weight of the subsurface soils. Results of these tests are shown on the logs at the appropriate sample depths in Appendix A.

Moisture-Density Relationship

Laboratory testing consisting of a moisture-density relationship was performed on a sample obtained during the subsurface exploration. The laboratory maximum dry density and optimum moisture content was determined in general accordance with ASTM D 1557 test procedures. The results of the testing are provided below and graphically in Appendix B:

Boring No.	Depth (ft.)	Description	Maximum Dry Density (pcf)	Optimum Moisture Content (%)
B-2	0 - 5	Silty Sand (SM)	136.4	7.9



Riverside County Facilities Management - PMO

New Childcare Facility – Lakeland Village Community Center Lake Elsinore, Riverside County, California

Project No. 3745-CR January 10, 2024 Page B-2

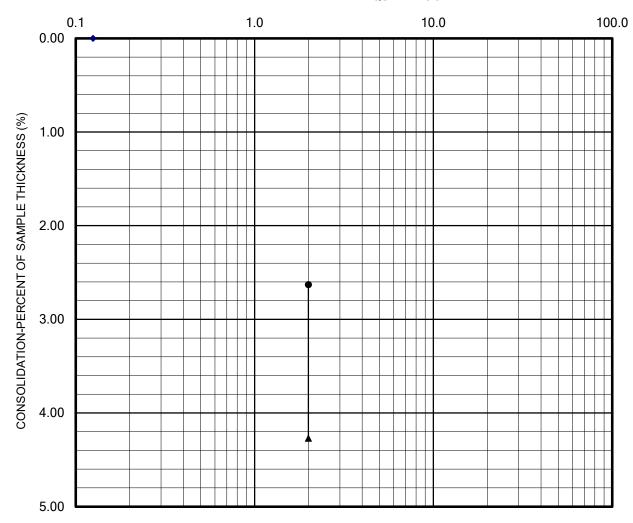
Sulfate Content, Resistivity and Chloride Content

Testing to determine the water-soluble sulfate content was performed by others in general accordance with ASTM D4327 test procedures. Resistivity testing was completed by others in general accordance with ASTM G187 test procedures. Testing to determine the chloride content was performed by others in general accordance with ASTM D4327 test procedures. The results of the testing are provided below and in Appendix B:

Boring No.	Depth (ft.)	pH ASTM G 51	Chloride ASTM D 4327(mg/kg)	Sulfate ASTM D4327 (% by weight)	Resistivity ASTM G187 (ohm-cm)
B-I	0 - 5	7.5	41.2	0.0050	5,427







---◆--- Seating Cycle

Loading Prior to Inundation
Loading After Inundation

--★--- Rebound Cycle

PERFORMED IN GENERAL ACCORDANCE WITH ASTM D 4546



CHECKED BY: JB Lab: Corona

PROJECT NO.: 3745-CR Date: 12/26/2023

COLLAPSE REPORT

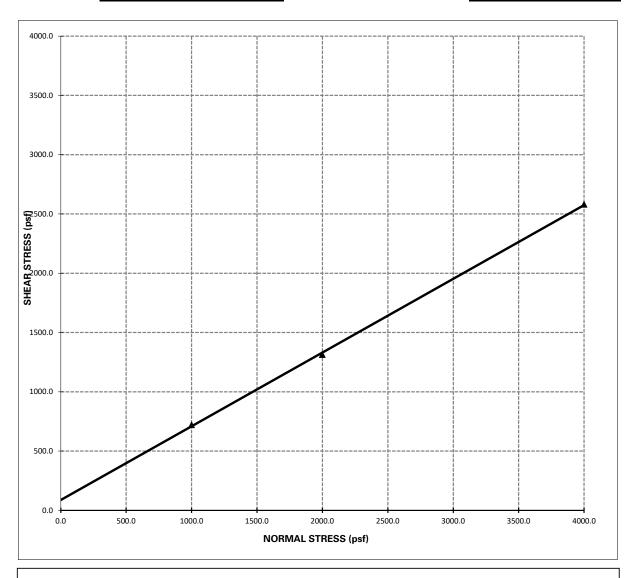
Sample: B-2 @ 7 feet

Plate B-2



DIRECT SHEAR TEST

Project Name:Lakeland Village Childcare FacilitySample Location:B-2 @ 0-5 feetProject Number:3745-CRDate Tested:12/26/2023



Shear Strength: $\Phi = 32^{\circ}$, C = 88 psf

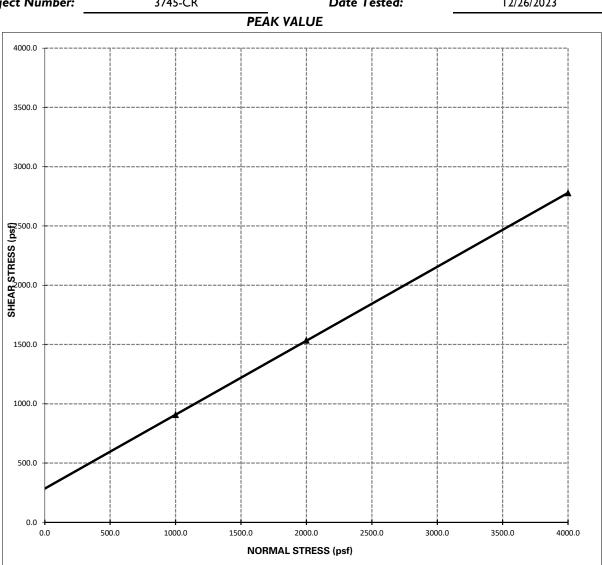
Notes:

- I The soil specimen used in the shear box was a ring sample remolded to approximately 90% relative compaction from a bulk sample collected during the field investigation.
- 2 The above reflect direct shear strength at saturated conditions.
- 3 The tests were run at a shear rate of 0.01 in/min.



DIRECT SHEAR TEST

Project Name:Lakeland Village Childcare FacilitySample Location:B-2 @ 0-5 feetProject Number:3745-CRDate Tested:12/26/2023



Shear Strength: $\Phi = 32^{\circ}$, C = 285 psf

Notes:

- I The soil specimen used in the shear box was a ring sample remolded to approximately 90% relative compaction from a bulk sample collected during the field investigation.
- 2 The above reflect direct shear strength at saturated conditions.
- 3 The tests were run at a shear rate of 0.01 in/min.

Corona, CA 92880 Phone: (951) 710-1160 Fax: (951) 710-1167



Proctor Report

Client: Riverside County Facilities

3133 Mission Inn Ave Riverside CA 92507

Project: 3745-CR

Lakeland Village Community Center - New

Childacre Facility

Report No: PTR:23-00256-S01

THIS DOCUMENT SHALL NOT BE REPRODUCED EXCEPT IN FULL

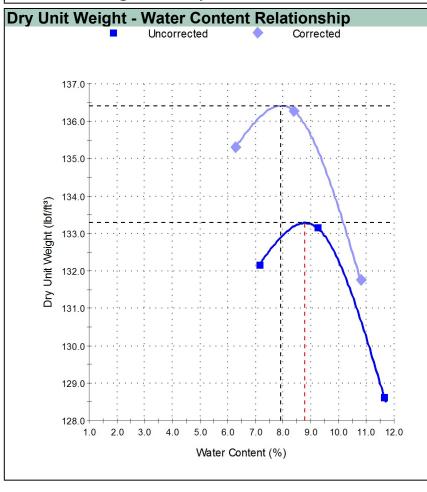
Sample Details

Sample ID: 23-00256-S01 Date Sampled: 12/18/2023

CC:

Sampled By: Cynthia Diaz-Ruiz

Location: B-2 @ 0-5 feet / Silty fine to medium sand



Test Results	
ASTM D 1557	
Maximum Dry Unit Weight (lbf/ft³):	133.3
Optimum Water Content (%):	8.8
Method:	Α
Preparation Method:	Moist
Retained Sieve No 4 (4.75mm) (%):	11
Passing Sieve No 4 (4.75mm) (%):	89
Tested By:	Mycheal Phillips
Date Tested:	12/19/2023
ASTM D 4718	
Corrected Maximum Dry Unit Weight (lbf/ft³):	136.4
Corrected Optimum Water Content (%):	7.9
Specific Gravity (Oversize):	2.70
Sieve Size (Oversize):	No 4
Oversize Particles (%):	11

Comments



EXPANSION INDEX TEST

(ASTM D4829)

Client:	PYLUSD	Tested/ Checked By:	MP	Lab No	Corona
Project Number:	3745-CR	Date Tested:	12/20/2023		
Project Location:	Riverside County Childcare Facility	Sample Source:	Sample Source: B-2 @ 0-5 feet		
		Sample Description:			
		•			

Ring #:_____ Ring Dia. :_4.01"_Ring Ht.:1"

DENSITY DETERMINATION

Weight of compacted sample & ring (gm)	780.0
Weight of ring (gm)	362.8
Net weight of sample (gm)	417.2
Wet Density, lb / ft3 (C*0.3016)	125.8
Dry Density, lb / ft3 (D/1.F)	116.3

SATURATION DETERMINATION

Moisture Content, %	8.2
Specific Gravity, assumed	2.70
Unit Wt. of Water @ 20 °C, (pcf)	62.4
% Saturation	49.3

R	EADING	\$	
DATE	TIME	READING	
12/20/2023		0.5850	Initial
12/20/2023		0.5840	10 min/Dry
12/21/2023		0.5840	Final

FINAL MOISTURE							
Final Weight of wet							
sample & tare	% Moisture						
798.9	12.7						

EXPANSION INDEX = 0

Results Only Soil Testing for Village Community Center

December 22, 2023

Prepared for:

Jordan Brucelas Geotek USA 1548 North Maple Street Corona, CA 92280 jbrucelas@geotekusa.com

Project X Job#: S231221A Client Job or PO#: 3745-CR Riverside County Childcare

Respectfully Submitted,

Eduardo Hernandez, M.Sc., P.E.

Sr. Corrosion Consultant

NACE Corrosion Technologist #16592

Professional Engineer California No. M37102

ehernandez@projectxcorrosion.com



Soil Analysis Lab Results

Client: Geotek USA

Job Name: Village Community Center

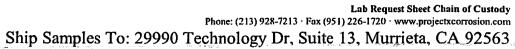
Client Job Number: 3745-CR Riverside County Childcare

Project X Job Number: S231221A December 22, 2023

	Method	AS'	TM	AST	ГМ	AST	ſΜ	ASTM	ASTM	SM	ASTM	ASTM	ASTM	ASTM	ASTM	ASTM	ASTM	ASTM	ASTM
		D43	327	D43	27	G1:	87	G51	G200	4500-D	D4327	D6919	D6919	D6919	D6919	D6919	D6919	D4327	D4327
Bore# /	Depth	Sulf	ates	Chlor	rides	Resist	tivity	pН	Redox	Sulfide	Nitrate	Ammonium	Lithium	Sodium	Potassium	Magnesium	Calcium	Fluoride	Phosphate
Description		SC	0 ₄ ²⁻	C	ľ	As Rec'd	Minimum			S ²⁻	NO ₃	NH ₄ ⁺	Li ⁺	Na ⁺	K ⁺	Mg ²⁺	Ca ²⁺	F ₂	PO ₄ 3-
	(ft)	(mg/kg)	(wt%)	(mg/kg)	(wt%)	(Ohm-cm)	(Ohm-cm)		(mV)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)
B 1	0-5	49.5	0.0050	41.2	0.0041	13,400	5,427	7.5	121	0.1	2.0	0.2	ND	44.8	5.2	15.2	48.3	0.3	7.2

Cations and Anions, except Sulfide and Bicarbonate, tested with Ion Chromatography mg/kg = milligrams per kilogram (parts per million) of dry soil weight ND = 0 = Not Detected | NT = Not Tested | Unk = Unknown Chemical Analysis performed on 1:3 Soil-To-Water extract PPM = mg/kg (soil) = mg/L (Liquid)

Note: Sometimes a bad sulfate hit is a contaminated spot. Typical fertilizers are Potassium chloride, ammonium sulfate or ammonium sulfate nitrate (ASN). So this is another reason why testing full corrosion series is good because we then have the data to see if those other ingredients are present meaning the soil sample is just fertilizer-contaminated soil. This can happen often when the soil samples collected are simply surface scoops which is why it's best to dig in a foot, throw away the top and test the deeper stuff. Dairy farms are also notorious for these items.





Project X Job	312211		ESE:			334 and Sample		5. C			ou wo	<u>∧</u>	\\ like	it to	₹ appe	A Tear in	rep	ort &	è inc			<u>U</u>		sam	ples.				
Con	npany Name: Ge	eotek	USA						C	ontact	Name	Jo	orda	an E	Bruc	ela	 S					Phon	te No:	71	4-8	51-4	408 ⁻	1	
Mail	ling Address: 15	48 /	v. May	ple	Ave	Coron	a .	CA	С	ontact	Emai	: JI	oruc	cela	ıs@	geo	tekı	usa.	.cor	n				<u></u>					
Account	ting Contact:			ļ		1 - 1 - 1 · · · · · · · · · · · · · · ·	'/		1	nvoice	Email	:				<u> </u>													
Clien	t Project No: 37	95-CR	· · · · · · · · · · · · · · · · · · ·	Rive	anl o	County	\overline{c}	hildcore	F	roject	Name		VII	lan			em	MILL	a		Ce	ute							
	P.O. #:				3-5 Day Standard	3 Day Guarante 50% mark-t		24 Hour RUSH 100% mark-up														ESTI		Plea	ise (eirc	le)		
(Bus	siness Days) T	Րurn Ar	ound Ti	ime: 4	HANA				Caltrans CTM643	Caltrana CTM643	Caltrans Cattrans										mple	nplcs,	මු			6" 3 lbs/1.5kg	ample		ASTM A751
NEED (1)	sion Control F Groundwater mple Location	depth an	ndations d	(350g	soil san	iple):	7		AASHTO T2868	AASHTO T 289	7.290 AASHTO 7.301	SM		4500-NH3	4500-NO3						350g Sample	*Req: Min. 3 Samples,	site map, and groundwater info		ASTA	1	1,500g Sample		ASTM E322
	RMAL RESIS	•	PROVI	DF (1	500g soi	il cample).	\rfloor	Default Method	ASTM GI87	O STA	ASTA META	ASTM G200	SM 4500-S2	PASS PASS PASS PASS PASS PASS PASS PASS	NS.	ASTM D4327	MA CENT	ASTM	ASTM Date?	ASTM DA327		*Req:	gro S	ASTM D2216	ASTM	ASTM 3fbs DS334 K*	704	BART	ASTM E1621
(2) Dry De (3) Desire	al Moisture % ensity{PCF} d Compaction ceived By:								Soil Resistivity D	eo Q		tential		ia.	e e	a		Sodium	Magnesium	mn	Full Corrosion Series	Soil Corrosivity Evaluation Report	Water Corrosivity Mini Report	Moisture Content	Total Alkalinity	Thermal Resistivity	(ANC) Alk Neutr Cap	(SRB) Sulfate Reducing Puckorius Index	XRF Elemental Analysis
	AMPLE ID -	BORE#	- Descrip	otion	1. A.J. (1.)	DEPTH (fi)		DATE COLLECTED	Soil	표	Chloride	Red	Sulfide	Y I	Nitrate Flouride	Phos	Lithium	Potassim	Mag		4	Soil Eval	Wate Mini	Mois	Total Soil	Ther	Ž	N SE	X
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APPENDIX C

PERCOLATION DATA SHEETS & PORCHET CALCULATIONS

New Childcare Facility - Lakeland Village Community Center 16275 Grand Avenue Lake Elsinore, Riverside County, California Project No. 3745-CR



PERCOLATION DATA SHEET

Project:	Riverside Co. Faciliti	Job No.:	3745-CR			
Test Hole No.:	<u> </u>		Tested By:	CD	Date:	12/19/2023
Depth of Hole	As Drilled:	60"	Before Test:	60"	After Tes	60"

Reading No.	Time	Time Interval (Min)	Total Depth of Hole (Inches)	Initial Water Level (Inches)	Final Water Level (Inches)	Δ in Water Level (Inches)	Rate (Minutes per Inch)	Comments
ſ	6:37 AM		60	21				
•	7:02 AM	25			20.5	1/2	50.0	
2	7:03 AM		60	21				
2	7:28 AM	25			20.5	1/2	50.0	
1	7:29 AM		60	21				
'	7:59 AM	30			20.5	1/2	60.0	
2	8:00 AM		60	21				
2	8:30 AM	30			20.5	1/2	60.0	
3	8:31 AM		60	21				
3	9:01 AM	30			20.5	1/2	60.0	
4	9:02 AM		60	21				
7	9:32 AM	30			20.5	1/2	60.0	
5	9:33 AM		60	21				
,	10:03 AM	30			20.75	1/4	120.0	
6	10:04 AM		60	21				
6	10:34 AM	30			20.75	1/4	120.0	
7	10:35 AM		60	21				
,	11:05 AM	30			20.75	1/4	120.0	
8	11:06 AM		60	21				
0	11:36 AM	30			20.75	1/4	120.0	
9	11:37 AM		60	21				
7	12:07 PM	30			20.75	1/4	120.0	
10	12:08 PM		60	21				
10	12:38 PM	30			20.75	1/4	120.0	
11	12:39 PM		60	21				
11	1:09 PM	30			20.75	1/4	120.0	
ın	1:10 PM		60	21				
12	1:40 PM	30			20.75	1/4	120.0	



PERCOLATION DATA SHEET

Project:	Riverside Co. Facilities	Job No.:	3745-CR				
Test Hole No.:	I-2		Tested By:	CD	Date:	12/19/2023	_
Depth of Hole	As Drilled:	60"	Before Test:	60"	After Tes	60"	

Reading No.	Time	Time Interval (Min)	Total Depth of Hole (Inches)	Initial Water Level (Inches)	Final Water Level (Inches)	Δ in Water Level (Inches)	Rate (Minutes per Inch)	Comments
ĺ	6:35 AM		60	21				
'	7:00 AM	25			17.5	3.5	7.1	
2	7:01 AM		60	21				
2	7:26 AM	25			17.5	3.5	7.1	
	7:27 AM		60	21				
1	7:57 AM	30			17.5	3.5	8.6	
2	7:58 AM		60	21				
2	8:28 AM	30			17.5	3.5	8.6	
3	8:29 AM		60	21				
	8:59 AM	30			17.5	3.5	8.6	
4	9:00 AM		60	21				
	9:30 AM	30			17.5	3.5	8.6	
5	9:31 AM		60	21				
	10:01 AM	30			17.5	3.5	8.6	
6	10:02 AM		60	21				
	10:32 AM	30			17.5	3.5	8.6	
7	10:33 AM		60	21				
,	11:03 AM	30			17.75	3.25	9.2	
8	11:04 AM		60	21				
· ·	11:34 AM	30			17.75	3.25	9.2	
9	11:35 AM		60	21				
,	12:05 PM	30			17.75	3.25	9.2	
10	12:06 PM		60	21				
10	12:36 PM	30			17.75	3.25	9.2	
11	12:37 PM		60	21				
	1:07 PM	30			17.75	3.25	9.2	
12	1:08 PM		60	21				
12	1:38 PM	30			17.75	3.25	9.2	



PERCOLATION DATA SHEET

Project:	Riverside Co. Faciliti	ies Management	Job No.:	3745-CR			
Test Hole No.:	I-3		Tested By:	CD	Date:	12/19/2023	
Depth of Hole	As Drilled:	120"	Before Test:	120"	After Tes	120"	

Reading No.	Time	Time Interval (Min)	Total Depth of Hole (Inches)	Initial Water Level (Inches)	Final Water Level (Inches)	Δ in Water Level (Inches)	Rate (Minutes per Inch)	Comments
ſ	6:40 AM		120	22				
•	7:05 AM	25			19.75	2 1/4	11.1	
2	7:06 AM		120	22				
2	7:31 AM	25			19.75	2 1/4	11.1	
-	7:32 AM		120	22				
•	8:02 AM	30			19.75	2 1/4	13.3	
2	8:03 AM		120	22				
2	8:33 AM	30			19.75	2 1/4	13.3	
3	8:34 AM		120	22				
3	9:04 AM	30			20	2	15.0	
4	9:05 AM		120	22				
7	9:35 AM	30			20	2	15.0	
5	9:36 AM		120	22				
,	10:06 AM	30			20	2	15.0	
6	10:07 AM		120	22				
6	10:37 AM	30			20	2	15.0	
7	10:38 AM		120	22				
,	11:08 AM	30			20	2	15.0	
8	11:09 AM		120	22				
0	11:39 AM	30			20.25	I 3/4	17.1	
9	11:40 AM		120	22				
7	12:10 PM	30			20.25	I 3/4	17.1	
10	12:11 PM		120	22				
10	12:41 PM	30			20.25	I 3/4	17.1	
11	12:42 PM		120	22				
11	1:12 PM	30			20.5	1 1/2	20.0	
12	1:13 PM		120	22				
12	1:43 PM	30			20.5	1 1/2	20.0	



Client: Riv. Co. Facilities Management

Project: New Childcare Facility

Project No: 3745-CR

Date: 12/20/2023

Boring No. I-I

Percolation Rate (Porchet Method)

Time Interval, $\Delta t =$	30
Final Depth to Water, $D_F =$	39.25
Test Hole Radius, r =	4
Initial Depth to Water, $D_O =$	39
Total Test Hole Depth, D _T =	60

Equation -
$$I_t = \Delta H (60r)$$

$$\Delta t (r+2H_{avg})$$

$$H_O = D_T - D_O =$$
 21
 $H_F = D_T - D_F =$ 20.75
 $\Delta H = \Delta D = H_O - H_F =$ 0.25
 $Havg = (H_O + H_F)/2 =$ 20.875

I_t = 0.04 Inches per Hour



Client: Riv. Co. Facilities Management

Project: New Childcare Facility

Project No: 3745-CR

Date: 12/20/2023

Boring No. I-2

Percolation Rate (Porchet Method)

Time Interval, $\Delta t =$	30
Final Depth to Water, $D_F =$	42.25
Test Hole Radius, r =	4
Initial Depth to Water, D_O =	39
Total Test Hole Depth, $D_T =$	60

Equation -
$$I_t = \Delta H (60r)$$

$$\Delta t (r+2H_{avg})$$

$$H_O = D_T - D_O =$$
 21
 $H_F = D_T - D_F =$ 17.75
 $\Delta H = \Delta D = H_O - H_F =$ 3.25
 $Havg = (H_O + H_F)/2 =$ 19.375

 $I_t = 0.61$ Inches per Hour



Client: Riv. Co. Facilities Management

Project: New Childcare Facility

Project No: 3745-CR

Date: 12/20/2023

Boring No. I-3

Percolation Rate (Porchet Method)

Time Interval, $\Delta t =$	30
Final Depth to Water, $D_F =$	99.5
Test Hole Radius, r =	4
Initial Depth to Water, $D_O =$	98
Total Test Hole Depth, $D_T =$	120

Equation -
$$I_t = \Delta H (60r)$$

$$\Delta t (r+2H_{avg})$$

$$H_{O} = D_{T} - D_{O} =$$
 22
 $H_{F} = D_{T} - D_{F} =$ 20.5
 $\Delta H = \Delta D = H_{O} - H_{F} =$ 1.5
 $Havg = (H_{O} + H_{F})/2 =$ 21.25

I_t = 0.26 Inches per Hour



APPENDIX D

GENERAL GRADING GUIDELINES

New Childcare Facility - Lakeland Village Community Center 16275 Grand Avenue Lake Elsinore, Riverside County, California Project No. 3745-CR



GENERAL GRADING GUIDELINES

Guidelines presented herein are intended to address general construction procedures for earthwork construction. Specific situations and conditions often arise which cannot reasonably be discussed in general guidelines, when anticipated these are discussed in the text of the report. Often unanticipated conditions are encountered which may necessitate modification or changes to these guidelines. It is our hope that these will assist the contractor to more efficiently complete the project by providing a reasonable understanding of the procedures that would be expected during earthwork and the testing and observation used to evaluate those procedures.

General

Grading should be performed to at least the minimum requirements of governing agencies, Chapters 18 and 33 of the Uniform Building Code, CBC (2022) and the guidelines presented below.

Preconstruction Meeting

A preconstruction meeting should be held prior to site earthwork. Any questions the contractor has regarding our recommendations, general site conditions, apparent discrepancies between reported and actual conditions and/or differences in procedures the contractor intends to use should be brought up at that meeting. The contractor (including the main onsite representative) should review our report and these guidelines in advance of the meeting. Any comments the contractor may have regarding these guidelines should be brought up at that meeting.

Grading Observation and Testing

- Observation of the fill placement should be provided by our representative during grading. Verbal communication during the course of each day will be used to inform the contractor of test results. The contractor should receive a copy of the "Daily Field Report" indicating results of field density tests that day. If our representative does not provide the contractor with these reports, our office should be notified.
- 2. Testing and observation procedures are, by their nature, specific to the work or area observed and location of the tests taken, variability may occur in other locations. The contractor is responsible for the uniformity of the grading operations; our observations and test results are intended to evaluate the contractor's overall level of efforts during grading. The contractor's personnel are the only individuals participating in all aspect of site work. Compaction testing and observation should not be considered as relieving the contractor's responsibility to properly compact the fill.
- 3. Cleanouts, processed ground to receive fill, key excavations, and subdrains should be observed by our representative prior to placing any fill. It will be the contractor's responsibility to notify our representative or office when such areas are ready for observation.



- 4. Density tests may be made on the surface material to receive fill, as considered warranted by this firm.
- In general, density tests would be made at maximum intervals of two feet of fill height or every 1,000 cubic yards of fill placed. Criteria will vary depending on soil conditions and size of the fill. More frequent testing may be performed. In any case, an adequate number of field density tests should be made to evaluate the required compaction and moisture content is generally being obtained.
- 6. Laboratory testing to support field test procedures will be performed, as considered warranted, based on conditions encountered (e.g. change of material sources, types, etc.) Every effort will be made to process samples in the laboratory as quickly as possible and in progress construction projects are our first priority. However, laboratory workloads may cause in delays and some soils may require a **minimum of 48 to 72 hours to complete test procedures**. Whenever possible, our representative(s) should be informed in advance of operational changes that might result in different source areas for materials.
- 7. Procedures for testing of fill slopes are as follows:
 - a) Density tests should be taken periodically during grading on the flat surface of the fill, three to five feet horizontally from the face of the slope.
 - b) If a method other than over building and cutting back to the compacted core is to be employed, slope compaction testing during construction should include testing the outer six inches to three feet in the slope face to determine if the required compaction is being achieved.
- 8. Finish grade testing of slopes and pad surfaces should be performed after construction is complete.

Site Clearing

- I. All vegetation, and other deleterious materials, should be removed from the site. If material is not immediately removed from the site it should be stockpiled in a designated area(s) well outside of all current work areas and delineated with flagging or other means. Site clearing should be performed in advance of any grading in a specific area.
- 2. Efforts should be made by the contractor to remove all organic or other deleterious material from the fill, as even the most diligent efforts may result in the incorporation of some materials. This is especially important when grading is occurring near the natural grade. All equipment operators should be aware of these efforts. Laborers may be required as root pickers.
- 3. Nonorganic debris or concrete may be placed in deeper fill areas provided the procedures used are observed and found acceptable by our representative.



Treatment of Existing Ground

- Following site clearing, all surficial deposits of alluvium and colluvium as well as weathered or creep effected bedrock, should be removed unless otherwise specifically indicated in the text of this report.
- 2. In some cases, removal may be recommended to a specified depth (e.g. flat sites where partial alluvial removals may be sufficient). The contractor should not exceed these depths unless directed otherwise by our representative.
- 3. Groundwater existing in alluvial areas may make excavation difficult. Deeper removals than indicated in the text of the report may be necessary due to saturation during winter months.
- 4. Subsequent to removals, the natural ground should be processed to a depth of six inches, moistened to near optimum moisture conditions and compacted to fill standards.
- 5. Exploratory back hoe or dozer trenches still remaining after site removal should be excavated and filled with compacted fill if they can be located.

Fill Placement

- I. Unless otherwise indicated, all site soil and bedrock may be reused for compacted fill; however, some special processing or handling may be required (see text of report).
- 2. Material used in the compacting process should be evenly spread, moisture conditioned, processed, and compacted in thin lifts six (6) to eight (8) inches in compacted thickness to obtain a uniformly dense layer. The fill should be placed and compacted on a nearly horizontal plane, unless otherwise found acceptable by our representative.
- 3. If the moisture content or relative density varies from that recommended by this firm, the contractor should rework the fill until it is in accordance with the following:
 - a) Moisture content of the fill should be at or above optimum moisture. Moisture should be evenly distributed without wet and dry pockets. Pre-watering of cut or removal areas should be considered in addition to watering during fill placement, particularly in clay or dry surficial soils. The ability of the contractor to obtain the proper moisture content will control production rates.
 - b) Each six-inch layer should be compacted to at least 90 percent of the maximum dry density in compliance with the testing method specified by the controlling governmental agency. In most cases, the testing method is ASTM Test Designation D 1557.
- 4. Rock fragments less than eight inches in diameter may be utilized in the fill, provided:
 - a) They are not placed in concentrated pockets;
 - b) There is a sufficient percentage of fine-grained material to surround the rocks;
 - c) The distribution of the rocks is observed by, and acceptable to, our representative.



- 5. Rocks exceeding eight (8) inches in diameter should be taken off site, broken into smaller fragments, or placed in accordance with recommendations of this firm in areas designated suitable for rock disposal. On projects where significant large quantities of oversized materials are anticipated, alternate guidelines for placement may be included. If significant oversize materials are encountered during construction, these guidelines should be requested.
- 6. In clay soil, dry or large chunks or blocks are common. If in excess of eight (8) inches minimum dimension, then they are considered as oversized. Sheepsfoot compactors or other suitable methods should be used to break up blocks. When dry, they should be moisture conditioned to provide a uniform condition with the surrounding fill.

Slope Construction

- I. The contractor should obtain a minimum relative compaction of 90 percent out to the finished slope face of fill slopes. This may be achieved by either overbuilding the slope and cutting back to the compacted core, or by direct compaction of the slope face with suitable equipment.
- 2. Slopes trimmed to the compacted core should be overbuilt by at least three (3) feet with compaction efforts out to the edge of the false slope. Failure to properly compact the outer edge results in trimming not exposing the compacted core and additional compaction after trimming may be necessary.
- 3. If fill slopes are built "at grade" using direct compaction methods, then the slope construction should be performed so that a constant gradient is maintained throughout construction. Soil should not be "spilled" over the slope face nor should slopes be "pushed out" to obtain grades. Compaction equipment should compact each lift along the immediate top of slope. Slopes should be back rolled or otherwise compacted at approximately every 4 feet vertically as the slope is built.
- 4. Corners and bends in slopes should have special attention during construction as these are the most difficult areas to obtain proper compaction.
- 5. Cut slopes should be cut to the finished surface. Excessive undercutting and smoothing of the face with fill may necessitate stabilization.

UTILITY TRENCH CONSTRUCTION AND BACKFILL

Utility trench excavation and backfill is the contractors responsibility. The geotechnical consultant typically provides periodic observation and testing of these operations. While efforts are made to make sufficient observations and tests to verify that the contractors' methods and procedures are adequate to achieve proper compaction, it is typically impractical to observe all backfill procedures. As such, it is critical that the contractor use consistent backfill procedures.



Compaction methods vary for trench compaction and experience indicates many methods can be successful. However, procedures that "worked" on previous projects may or may not prove effective on a given site. The contractor(s) should outline the procedures proposed, so that we may discuss them **prior** to construction. We will offer comments based on our knowledge of site conditions and experience.

- I. Utility trench backfill in slopes, structural areas, in streets and beneath flat work or hardscape should be brought to at least optimum moisture and compacted to at least 90 percent of the laboratory standard. Soil should be moisture conditioned prior to placing in the trench.
- 2. Flooding and jetting are not typically recommended or acceptable for native soils. Flooding or jetting may be used with select sand having a Sand Equivalent (SE) of 30 or higher. This is typically limited to the following uses:
 - a) shallow (12 + inches) under slab interior trenches and,
 - b) as bedding in pipe zone.

The water should be allowed to dissipate prior to pouring slabs or completing trench compaction.

- 3. Care should be taken not to place soils at high moisture content within the upper three feet of the trench backfill in street areas, as overly wet soils may impact subgrade preparation. Moisture may be reduced to 2% below optimum moisture in areas to be paved within the upper three feet below sub grade.
- 4. Sand backfill should not be allowed in exterior trenches adjacent to and within an area extending below a 1:1 projection from the outside bottom edge of a footing, unless it is similar to the surrounding soil.
- 5. Trench compaction testing is generally at the discretion of the geotechnical consultant. Testing frequency will be based on trench depth and the contractors procedures. A probing rod would be used to assess the consistency of compaction between tested areas and untested areas. If zones are found that are considered less compact than other areas, this would be brought to the contractors attention.

JOB SAFETY

General

Personnel safety is a primary concern on all job sites. The following summaries are safety considerations for use by all our employees on multi-employer construction sites. On ground personnel are at highest risk of injury and possible fatality on grading construction projects. The company recognizes that construction activities will vary on each site and that job site safety is the contractor's responsibility. However, it is, imperative that all personnel be safety conscious to avoid accidents and potential injury.



In an effort to minimize risks associated with geotechnical testing and observation, the following precautions are to be implemented for the safety of our field personnel on grading and construction projects.

- 1. Safety Meetings: Our field personnel are directed to attend the contractor's regularly scheduled safety meetings.
- 2. Safety Vests: Safety vests are provided for and are to be worn by our personnel while on the job site
- 3. Safety Flags: Safety flags are provided to our field technicians; one is to be affixed to the vehicle when on site, the other is to be placed atop the spoil pile on all test pits.

In the event that the contractor's representative observes any of our personnel not following the above, we request that it be brought to the attention of our office.

Test Pits Location, Orientation and Clearance

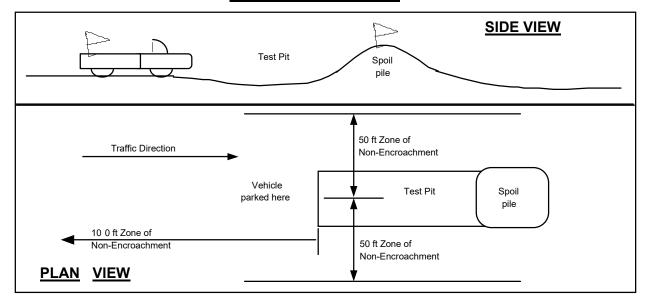
The technician is responsible for selecting test pit locations. The primary concern is the technician's safety. However, it is necessary to take sufficient tests at various locations to obtain a representative sampling of the fill. As such, efforts will be made to coordinate locations with the grading contractors authorized representatives (e.g. dump man, operator, supervisor, grade checker, etc.), and to select locations following or behind the established traffic pattern, preferably outside of current traffic. The contractors authorized representative should direct excavation of the pit and safety during the test period. Again, safety is the paramount concern.

Test pits should be excavated so that the spoil pile is placed away from oncoming traffic. The technician's vehicle is to be placed next to the test pit, opposite the spoil pile. This necessitates that the fill be maintained in a drivable condition. Alternatively, the contractor may opt to park a piece of equipment in front of test pits, particularly in small fill areas or those with limited access.

A zone of non-encroachment should be established for all test pits (see diagram below). No grading equipment should enter this zone during the test procedure. The zone should extend outward to the sides approximately 50 feet from the center of the test pit and 100 feet in the direction of traffic flow. This zone is established both for safety and to avoid excessive ground vibration, which typically decreases test results.



TEST PIT SAFETY PLAN



Slope Tests

When taking slope tests, the technician should park their vehicle directly above or below the test location on the slope. The contractor's representative should effectively keep all equipment at a safe operation distance (e.g. 50 feet) away from the slope during testing.

The technician is directed to withdraw from the active portion of the fill as soon as possible following testing. The technician's vehicle should be parked at the perimeter of the fill in a highly visible location.

Trench Safety

It is the contractor's responsibility to provide safe access into trenches where compaction testing is needed. Trenches for all utilities should be excavated in accordance with CAL-OSHA and any other applicable safety standards. Safe conditions will be required to enable compaction testing of the trench backfill.

All utility trench excavations in excess of 5 feet deep, which a person enters, are to be shored or laid back. Trench access should be provided in accordance with OSHA standards. Our personnel are directed not to enter any trench by being lowered or "riding down" on the equipment.

Our personnel are directed not to enter any excavation which;

- 1. is 5 feet or deeper unless shored or laid back,
- 2. exit points or ladders are not provided,
- 3. displays any evidence of instability, has any loose rock or other debris which could fall into the trench, or



4. displays any other evidence of any unsafe conditions regardless of depth.

If the contractor fails to provide safe access to trenches for compaction testing, our company policy requires that the soil technician withdraws and notifies their supervisor. The contractors representative will then be contacted in an effort to effect a solution. All backfill not tested due to safety concerns or other reasons is subject to reprocessing and/or removal.

Procedures

In the event that the technician's safety is jeopardized or compromised as a result of the contractor's failure to comply with any of the above, the technician is directed to inform both the developer's and contractor's representatives. If the condition is not rectified, the technician is required, by company policy, to immediately withdraw and notify their supervisor. The contractor's representative will then be contacted in an effort to effect a solution. No further testing will be performed until the situation is rectified. Any fill placed in the interim can be considered unacceptable and subject to reprocessing, recompaction or removal.

In the event that the soil technician does not comply with the above or other established safety guidelines, we request that the contractor bring this to technicians attention and notify our project manager or office. Effective communication and coordination between the contractors' representative and the field technician(s) is strongly encouraged in order to implement the above safety program and safety in general.

The safety procedures outlined above should be discussed at the contractor's safety meetings. This will serve to inform and remind equipment operators of these safety procedures particularly the zone of non-encroachment.

The safety procedures outlined above should be discussed at the contractor's safety meetings. This will serve to inform and remind equipment operators of these safety procedures particularly the zone of non-encroachment.



LAKE ELSINORE UNIFIED SCHOOL DISTRICT

LAKE ELSINORE, CALIFORNIA

BUTTERFIELD ELEMENTARY SCHOOL MODERNIZATION BUILDINGS 2, 3 & 5

DSA APPLICATION NO. 04-104245

BUTTERFIELD ELEMENTARY SCHOOL MODERNIZATION BUILDINGS 1 & 4

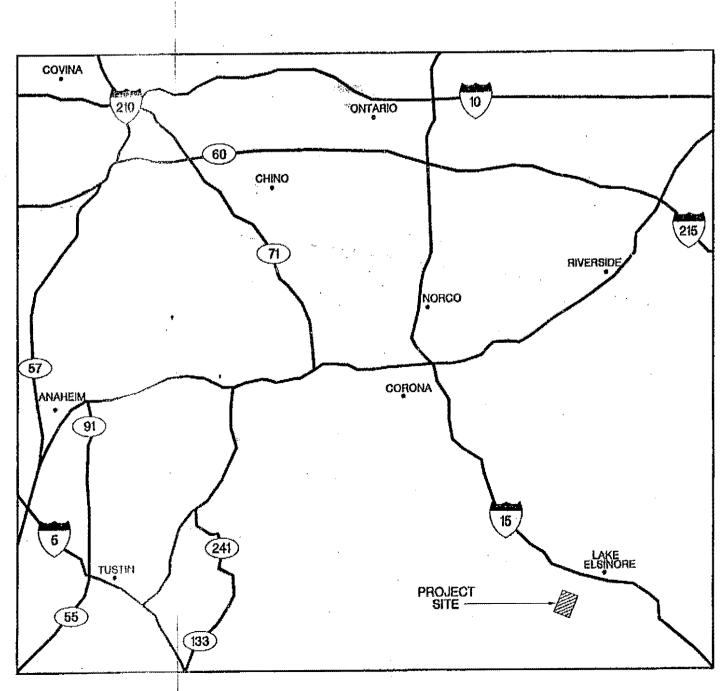
PORTION 1

DSA APPLICATION NO. 04-104486

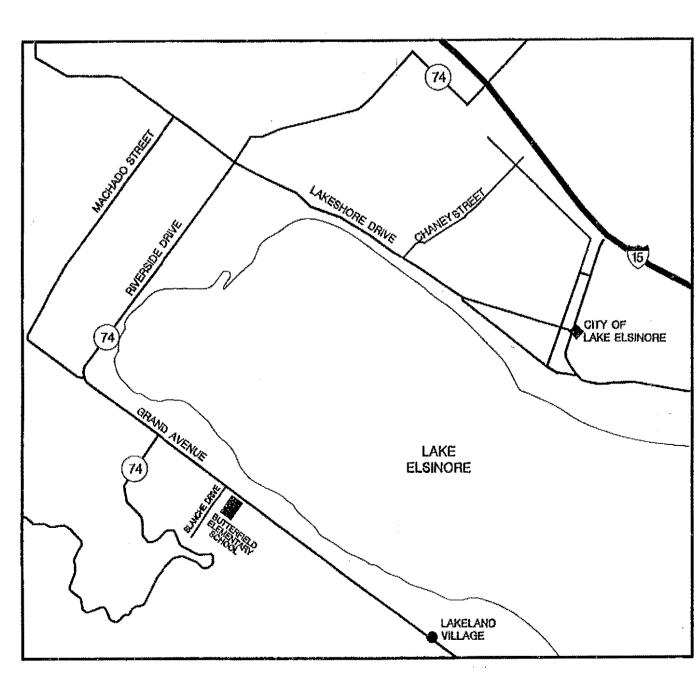
BUTTERFIELD ELEMENTARY SCHOOL ADDITION

PORTION 1

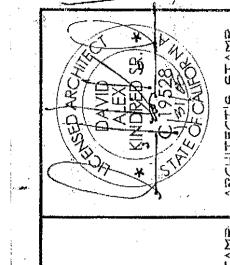
DSA APPLICATION NO. 04-103467



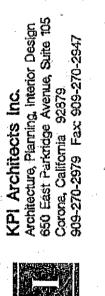
VICINITY MAP



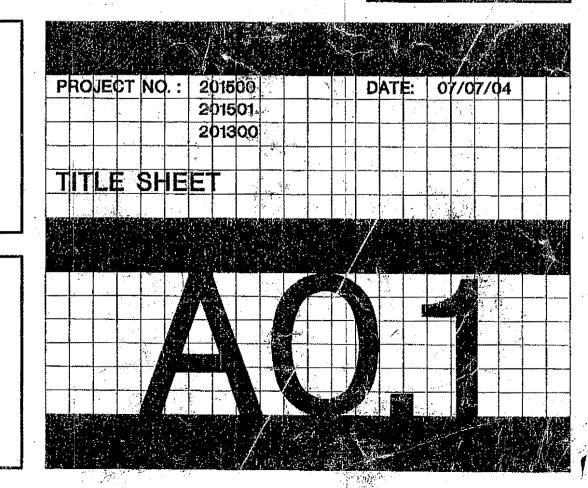
LOCATION MAP



THE STANDARD TO THE SHARE





CONSULTANT

4

LAKE ELSINORE UNIFIED SCHOOL DISTRICT

LAKE ELSINORE, CALIFORNIA

BUTTERFIELD ELEMENTARY SCHOOL MODERNIZATION BUILDINGS 2, 3 & 5

ADDRESSES

SCHOOL

BUTTERFIELD ELEMENTARY SCHOOL 16275 GRAND AVENUE LAKE ELSINORE, CALIFORNIA 92530

DISTRICT

LAKE ELSINORE UNIFIED SCHOOL DISTRICT 545 CHANEY STREET LAKE ELSINORE, CALIFORNIA 92530-2712

ARCHITECT

KPI ARCHITECTS INC. 650 EAST PARKRIDGE, SUITE 105 CORONA, CALIFORNIA 92879 909-270-2979 FAX: 909-270-2947

MECHANICAL/PLUMBING/ ELECTRICAL AND FIRE ALARM

WARREN SMITH & ASSOC. 650 EAST PARKRIDGE AVE. SUITE 105 CORONA, CALIFORNIA 92879

PRIMARY APPLICABLE CODES

CONSTRUCTION SHALL COMPLY WITH THE FOLLOWING SECTIONS OF THE CALIFORNIA CODE OF REGULATIONS (CCR):

LIST OF CALIFORNIA CODE OF REGULATIONS

APPLICABLE CODES AS OF JULY, 1999

1998 CALIFORNIA BUILDING CODE (CBC), PART 2, TITLE 24 C.C.R. (1997 UNIFORM PLUMBING CODE AND 1998 CALIFORNIA AMENDMENTS 1998 CALIFORNIA FIRE CODE, PART 9, TITLE 24 C.C.R. (1997 UNIFORM FIRE CODE AND 1998 CALIFORNIA AMENDMENT 998 CALIFORNIA REFERENCED STANDARDS, PART 12, TITLE 24 C.C.R. 1990 TITLE 19 C.C.R. PUBLIC SAFETY, STATE FIRE MARSHAL REGULATIONS.

PARTIAL LIST	OF APPLICABLE STANDARDS	
NFPA 13 NFPA 17A NFPA 24 NFPA 72	AUTOMATIC SPRINKLER SYSTEMS WET CHEMICALS SYSTEMS PRIVATE FIRE MAINS NATIONAL FIRE ALARM CODE (CALIFORNIA AMENDMENDED)	1996 EDITION 1994 EDITION 1995 EDITION 1996 EDITION
NFPA 253 NFPA 2001	UL STANDARD 1971 FOR "VISUAL DEVICES") CLINICAL RADIANT FLUX OF FLOOR COVERING SYSTEMS CLEAN AGENT FIRE EXTINGUISHING SYSTEMS ODE SECTION FOR NEPA STANDARDS-CBC (SFM) 3504.1	1984 EDITION 1994 EDITION

CHANGES TO THE APPROVED DRAWINGS AND SPECIFICATIONS SHALL BE MADE BY AN ADDENDA OR A CHANGE ORDER APPROVED BY THE DIVISION OF THE STATE ARCHITECT, AS REQUIRED BY SECTION

A PROJECT INSPECTOR EMPLOYED BY THE DISTRICT (OWNER) AND APPROVED BY THE DIVISION OF THE STATE ARCHITECT SHALL PROVIDE CONTINUOUS INSPECTION OF THE WORK THE DUTIES OF THE INSPECTOR ARE DEFINED | INSPECTOR TO BE CLASS II

- SPECIALLY QUALIFIED IN IN SECTION 4-342, PART 1, TITLE 24, CCR. ---MECHANICAL & ELECTRICAL WORK. ALL WORK SHALL CONFORM TO TITLE 24, CALIFORNIA CODE OF REGULATIONS (CCR).

STATE BUILDING CODES

(PART 1, TITLE 24, C.C.R.)

THE INTENT OF THESE DRAWINGS AND SPECIFICATIONS IS THAT THE WORK OF THE ALTERATION, REHABILITATION OR RECONSTRUCTION IS TO BE IN ACCORDANCE WITH TITLE 24 CALIFORNIA CODE OF REGULATIONS. SHOULD ANY EXISTING CONDITIONS SUCH AS DETERIORATION OR NON-COMPLYING CONSTRUCTION BE DISCOVERED WHICH IS NOT COVERED BY THE CONTRACT DOCUMENTS WHEREIN THE FINISHED WORK WILL NOT COMPLY WITH TITLE 24, CALIFORNIA CODE OF REGULATIONS, A CHANGE ORDER OR A SEPARATE SET OF PLANS AND SPECIFICATIONS, DETAILING AND SPECIFYING THE REQUIRED WORK SHALL BE SUBMITTED TO AND APPROVED BY THE OFFICE BEFORE PROCEEDING WITH THE

CODE ANALYSIS

	мк	DESCRIPTION	NO. OF STORIES	OCCUPANCY TYPE	CONSTRUCTION TYPE	ALLOWABLE SQ. FOOTAGE	ACTUAL SQ. FOOTAGE
٠	2.	CLASSROOM	1	E-1	V-N	9,100***	9,492
٠	3.	CLASSROOM	1	E-1	V-N	9,100	8,372
٠	5.	CLASSROOM	1	E-1	V-N	9,100	8,372

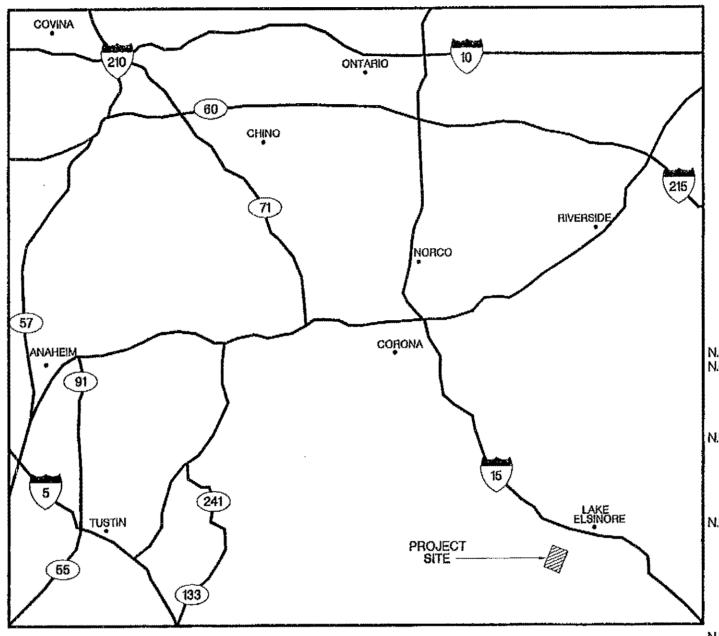
*** ACCESS 3 SIDES = 100% INCREASE (9,100SF. x 100% = 9,100 + 9,100 = 18,200SF. TOTAL ALLOWABLE)

. NO FIRE SPRINKLER SYSTEM EXISTING OR NEW

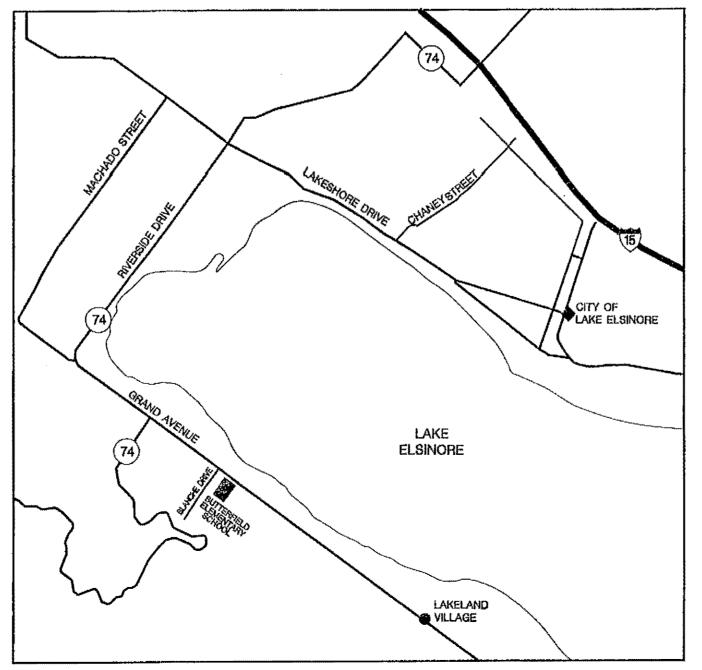
SCOPE OF WORK

MODERNIZATION OF BUTTERFIELD ELEMENTARY SCHOOL CONSISTING OF UPGRADES TO THREE (3) EXISTING BUILDINGS WITH A TOTAL SQUARE FOOTAGE OF 26,236. THE UPGRADES INCLUDE NEW FINISHES, CASEWORK, AND ACCESSIBILITY IMPROVEMENTS.

VICINITY MAP



LOCATION MAP



INDEX OF DRAWINGS

ARCHITECTURAL

A0.1 A0.2 A0.3	TITLE SHEET GENERAL NOTES & SYMBOLS DATA NOTES	

CAMPUS PLAN

- A22 NOT USED
- A23 NOT USED
- DEMOLITION PLAN BUILDING 2 FLOOR PLAN / REFLECTED CEILING PLAN - BUILDING 2
- DEMOLITION PLAN BUILDINGS 3 & 5 FLOOR PLAN / REFLECTED CEILING PLAN - BUILDING 3
- A28 FLOOR PLAN / REFLECTED CEILING PLAN BUILDING 5
- A3.2 NOT USED A3.3 NOT USED
- N.C. -A34 INTERIOR ELEVATIONS I.I.C. -A35-INTERIOR ELEVATIONS
 - A3.6 INTERIOR ELEVATIONS
- A4.1 CEILING DETAILS
- A6.2 DETAILS
- A6.3 DETAILS A6.4 DETAILS
- A6.5 TYPICAL DETAILS
- A7.2 DOOR SCHEDULE
- A8.1 SIGNAGE

STRUCTURAL

N.I.C. -S1 NOTES & DETAIL -

MECHANICAL

- M11 DEMOLITION PLAN BUILDING 2 HVAC M12 DEMOLITION PLAN BUILDING 3 - HVAC
- M13 DEMOLITION PLAN BUILDING 5 HVAC M2.1 FLOOR PLAN BUILDING 2 - HVAC
- M22 FLOOR PLAN BUILDING 3 HVAC M23 FLOOR PLAN BUILDING 5 - HVAC
- N.C. -M6.1 DETAILS HVAG---
- M5.3 DETAILS HVAC M7.1 SCHEDULES - HVAC

M5.2 DETAILS - HVAC

M7.2 SCHEDULES - HVAC

INSTRUCTIONS

ALL EQUIPMENT/COMPONENTS DIRECTLY SUPPORTED ON THE GROUND OR ROOF WITH WD EXCEEDING 400 Ibs., EQUIPMENT WEIGHING MORE THAN 20 lbs. SUPPORTED BY VIBRATION ISOLATORS OR EQUIPMENT WEIGHING MORE THAN 2016s. SUSPENDED FROM A ROOF FLOOR OR HUNG FROM A WALL SHALL HAVE IT'S CORRESPONDING STRUCTURAL CALCULATIONS AND ANCHORAGE DETAILS(S) SHOWN ON THE PLANS, PRIOR TO SUBMITTAL FOR PLAN REVIEW AND BACKCHECK. ALL EQUIPMENT (REGARDLESS OF WEIGHT) SHALL HAVE THEIR CONNECTION TO THE STRUCTURE SHOWN IN THE PLANS.

DESIGN CRITERIA

g) THE SEISMIC ANCHORAGE FOR ALL MECHANICAL AND ELECTRICAL EQUIPMENT SHALL BE DESIGNED TO WITHSTAND A LATERAL FORCE:

1- CALCULATED AS SPECIFIED IN SECTION 1632A AND TABLE 16A-0 OF THE VOL. 2, TITLE 24, 1998 CBC.

2- IN LIEU CALCULATIONS PER 1- THE ANCHORAGE SHALL BE CAPABLE OF WITHSTANDING A LATERAL FORCE EQUAL TO 2.2 Wp ACTING SIMULTANEOUSLY WITH A VERTICAL FORCE EQUAL TO 0.72 Wp (BOTH FORCES AT SERVICE LEVEL, THESE VALUES CORRESPOND TO AN ID=1.15 AND Ca=0.66 FOR OTHER VALUES OF ID AND Ca, THE LATERAL AND VERTICAL FORCE CAN BE ADJUSTED ACCORDINGLY)

INCLUSION OF VERTICAL FORCE PER TABLE 16-0 FOOTNOTE 20 (FOR EMERGENCY POWER SUPPLIES & COMMUNICATIONS EQUIPMENT ONLY)

b) THE CAPACITY OF THE ANCHORAGE CONNECTORS IN SHEAR AND/OR TENSION SHALL BE CLEARLY INDICATED IN THE CALCULATIONS, WHICH INDICATE, ICBO REPORT NO. (IF APPLICABLE) THEIR TOTAL NUMBER, SIZE GRADE, EMBEDMENT, EDGE DISTANCES, AND OTHER FACTORS WHICH AFFECT THE CAPACITY IN SHEAR AND TENSION.

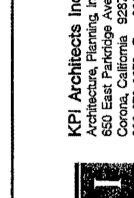
ANCHORAGE DETAILS FOR EQUIPMENT WHICH ARE NOT APPROVED DURING PLAN REVIEW ARE SUBJECT TO APPROVAL OF THE STRUCTURAL ENGINEER OF RECORD AND DSA'S DISTRICT STRUCTURA ENGINEER PRIOR TO INSTALLATION AND INSPECTION BY THE PROJECT

PLUMBING

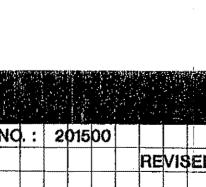
- PH PLUMBING SITE PLAN
- P2.1 FLOOR PLAN BUILDING 2 PLUMBING P2.2 FLOOR PLAN BUILDING 3 PLUMBING
- P23 FLOOR PLAN BUILDING 5 PLUMBING
- P3.1 DETAILS AND SCHEDULES PLUMBING

ELECTRICAL

- E12 CAMPUS FIRE ALARM SITE PLAN ELECTRICAL
- E22 FIRE ALARM FLOOR PLAN BUILDING 2
- E2.4 NOT USED
- FIRE ALARM FLOOR PLAN BUILDING 3 E26 NOT USED
- E27 FIRE ALARM FLOOR PLAN BUILDING 5 N.I.C. -E28 FIRE ALARM FLOOR PLAN RELOCATABLES-
- E3.1 FIRE ALARM RISER AND DETAILS E3.2 FIRE ALARM CALCULATIONS
- E3.3 FIRE ALARM DETAILS AND NOTES
- E4.1 NOT USED
- E5.1 NOT USED LIGHTING - FLOOR PLAN BUILDING 2
- E5.3 NOT USED
- E5.4 NOT USED E5.5 LIGHTING - FLOOR PLAN BUILDING 3
- E5.6 NOT USED E5.7 LIGHTING - FLOOR PLAN BUILDING 5
- E7.2 POWER FLOOR PLAN BUILDING 2
- E7.3 NOT USED
- E7.4 NOT USED E7.5 POWER - FLOOR PLAN BUILDING 3
- E7.6 NOT USED
- E7.7 POWER FLOOR PLAN BUILDING 5 E7.8 ELECTRICAL PANEL SCHEDULE



OHOO HOO

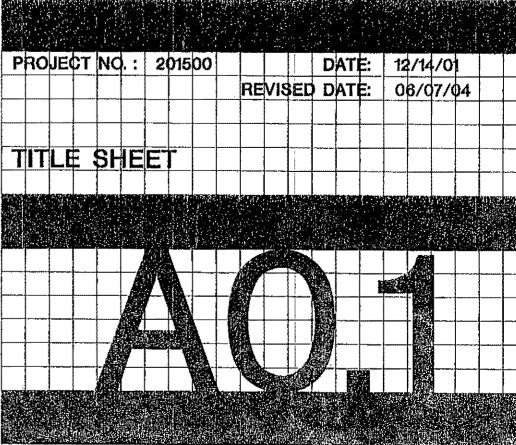


CONSULTANT

IDENTIFICATION STAMP DIV. OF THE STATE ARCHITECT UR.P. J.Schaible

FLA: D. Shan SSS: C. STEELE

DSA, STAMP



DEMOLITION **GENERAL NOTES**

- 1. COMPLY WITH ALL GOVERNING REGULATIONS FOR CONTROL
- OF DUST AND FOR DISPOSAL OF DEMOLITION MATERIALS. 2. PROVIDE ALL DEMOLITION REQUIRED FOR NEW CONSTRUCTION WHETHER OR NOT DEMOLITION WORK IS SHOWN AND/OR CALL OUT.
- EXISTING CONDITIONS, SUCH AS CABINETS, ELECTRICAL FIXTURES, FURNISHINGS, EQUIPMENT AND FINISHES MAY NOT BE ACCOUNTED FOR OR CORRECTLY SHOWN ON THE DRAWINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL EXISTING CONDITIONS PRIOR TO BID.
- 4. PRIOR TO CONSTRUCTION, THE SCHOOL DISTRICT WILL REMOVE ALL FREE STANDING ITEMS WHICH ARE TO BE RETAINED FROM THE AREAS TO BE MODERNIZED. THE CONTRACTOR SHALL CONSULT WITH THE SCHOOL DISTRICT'S REPRESENTATIVE AS TO THE DISPOSITION OF OTHER ITEMS REQUIRING REMOVAL ALL SUCH ITEMS ARE TO BE REMOVED FROM THE SITE ONLY AFTER APPROVAL BY THE SCHOOL DISTRICT.
- REMOVE ALL EXISTING EQUIPMENT AND ACCESSORIES SUCH AS, BUT NOT LIMITED TO TACK BOARDS, TELEVISION BRACKETS, PENCIL SHARPENERS, PAPER TOWEL DISPENSERS, WINDOW COVERINGS, SOAP DISPENSERS, AND FIRE EXTINGUISHERS AS MAY BE NECESSARY FOR MODERNIZATION WORK, U.O.N.
- REFER TO ARCHITECTURAL, MECHANICAL, PLUMBING, AND ELECTRICAL DRAWINGS AND SPECIFICATIONS FOR ADDITIONAL DEMOLITION INSTRUCTIONS AND REQUIREMENTS INCLUDING THE DOOR AND INTERIOR FINISH SCHEDULES.
- REMOVE ALL EXISTING WALL TILE, BASE, TRIMS AND/OR OTHER FINISHES WHICH WOULD INTERFERE WITH THE INSTALLATION OF NEW WALL FINISHES. PATCH AND REPAIR THE SUBSTRATE
- TO RECEIVE NEW FINISHES. REFER TO NEW CONSTRUCTION DRAWINGS FOR LOCATIONS OF NEW IN-WALL BLOCKING THAT REQUIRE DEMOLITION OF EXISTING SURFACES AND FINISHES.
- REMOVE ALL ABANDONED CONDUIT, WIRING, DEVICES, HVAC EQUIPMENT DUCTWORK AND RELATED SUPPORT STRIPS, HANGER

FIRE SAFETY DURING ALTERATIONS OF BUILDINGS

COMPLY WITH THE FOLLOWING SECTIONS OF THE 1998 CALIFORNIA FIRE CODE: ARTICLE 87, SECTIONS 8704 & 8705.

- EMERGENCY TELEPHONE TO BE PROVIDED ON SITE.
- ALL EXISTING FIRE PROTECTION SYSTEMS SHALL BE MAINTAINED DURING

FIRE EXTINGUISHERS SHALL BE PROVIDED AT EACH BUILDING.

- ALL MEANS OF EGRESS SHALL BE KEPT OPEN AND CLEAR OF MATERIALS
- COMBUSTIBLE DEBRIS SHALL NOT BE ACCUMULATED WITHIN BUILDING.
- 6. COMBUSTIBLE DEBRIS, WASTE MATERIAL, AND TRASH SHALL NOT BE BURNED
- ON SITE. SMOKING SHALL BE PROHIBITED EXCEPT IN THOSE AREAS APPROVED.
- 8. FIRE RESISTIVE ASSEMBLIES AND CONSTRUCTION SHALL BE MAINTAINED IN ACCORDANCE WITH SECTION 1111.1.

CONSTRUCTION GENERAL NOTES

- ALL WORK SHALL CONFORM TO TITLE 24, CALIFORNIA CODE OF REGULATION (CCR).
- REFURBISH SHALL MEAN TO MODERNIZE, RENOVATE OR RESTORE TO A LIKE NEW CONDITION.
- ANY FIRE RESISTIVE WALL DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED OR FIRE-STOPPED TO MAINTAIN THE ORIGINAL FIRE-RESISTIVE RATING.
- PRIOR TO BID, THE CONTRACTORS SHALL VISIT AND INSPECT THE SITE AND BUILDINGS AND FAMILIARIZE HIMSELF FULLY WITH ALL EXISTING CONDITIONS AFFECTING THE NEW WORK. THE CONTRACTORS SHALL NOT DISPUTE OR ASSERT THAT THERE IS ANY MISUNDERSTANDING IN REGARD TO LOCATION EXTENT, NATURE, OR AMOUNT OF WORK TO BE PERFORMED UNDER THIS CONTRACT DUE TO THE CONTRACTOR'S FAILURE TO INSPECT
- THE UTILITY CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND VERIFYING ALL EXISTING UNDERGROUND UTILITIES IN ALL AREAS OF NEW WORK PRIOR TO COMMENCEMENT OF ANY EXCAVATION. EXISTING UTILITIES SHOWN ON DRAWINGS (IF SHOWN) ARE APPROXIMATE AS DETERMINED FROM EXISTING DRAWINGS AND FROM SCHOOL DISTRICT DOCUMENTATION. THE DRAWINGS SHOULD NOT BE CONSTRUED TO REPRESENT ALL EXISTING UTILIZED OR EXACT LOCATION OR UTILITIES.
- ALL EXISTING ITEMS SUCH AS CABINETS, ELECTRICAL COMPONENTS, FIXTURES, FURNISHINGS AND EQUIPMENT MAY NOT BE ACCOUNTED FOR OR CORRECTLY SHOWN ON THE DRAWINGS AND IT WILL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL EXISTING CON-DITIONS IN EACH ROOM SO THAT THE MODERNIZATION WORK CAN
- NOT ALL MECHANICAL, PLUMBING AND ELECTRICAL ITEMS MAY BE SHOWN ON THE ARCHITECTURAL DRAWINGS. REFER TO THE MECHANICAL, PLUMBING AND ELECTRICAL DRAWINGS.
- MODIFY EXISTING WATER, SEWER AND VENT LINES TO ACCOMMODATE THE NEW PLUMBING FIXTURES.

RECEIVE NEW FLOOR FINISH.

- ALL ABANDONED UTILITY LINES SHALL BE CAPPED 1" MINIMUM BELOW THE FINISHED SURFACE. PATCH AND REPAIR WALL OR FLOOR TO MATCH ADJACENT SURFACE AND CONSTRUCTION TYPE.
- ALL EXISTING ITEMS ON A WALL OR CEILING THAT IS SCHEDULED TO RECEIVE PAINT SHALL BE PAINTED ALSO, WHETHER INDICATED ON DRAWINGS OR NOT UNLESS OTHERWISE NOTED THIS INCLUDES BUT IS NOT LIMITED TO MECHANICAL DIFFUSERS, VENTS, PIPING, CONDUIT, BEAMS, FURR-DOWNS AND SOFFITS.
- FLOOR AREAS WHERE EXISTING CARPET OR TILE HAS BEEN REMOVED SHALL BE PATCHED, REPAIRED AND LEVELED TO
- THE TERM "TYPICAL DETAIL" OR "TYPICAL" MEANS THE DETAIL OR CONDITION APPLIES TO WHEREVER THE DETAIL OR CONDITION

EXISTING STRUCTURAL MEMBERS

UNLESS SPECIFICALLY SHOWN ON THESE DRAWINGS NO STRUCTURAL MEMBER SHALL BE CUT, DRILLED OR NOTCHED WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE STRUCTURAL ENGINEER AND THE DISTRICT STRUCTURAL ENGINEER FROM THE DSA.

GENERAL ACCESSIBILITY REQUIREMENT

THE INTENT OF THE DRAWINGS AND SPECIFICATIONS IS TO MODIFY THE FACILITY FOR ACCESSIBILITY IN ACCORDANCE WITH TITLE 24, CALIFORNIA CODE OF REGULATIONS, SHOULD ANY CONDITIONS IN ACCORDANCE WITH TITLE 24, CALIFORNIA CODE OF REGULATIONS, SHOULD ANY CON-DITIONS DEVELOP NOT COVERED BY THE CONTRACT DOCUMENTS SUCH THAT THE FINISHED WORK WILL NOT COMPLY WITH SAID TITLE 24, CALIFORNIA CODE OF REGULATIONS, A CHANGE ORDER DETAILING AND SPECIFYING THE REQUIRED WORK SHALL BE SUBMITTED TO AND APPROVED BY DSA BEFORE PROCEEDING WITH THE WORK.

TYPICAL ABBREVIATIONS

RESILIENT

REFER TO

REVERSE

SCH.

TYP.

UBC

U.O.N.

V.T.R.

V.W.C.

V.C.T. OR VCT

RIGHT HAND

SCHEDULE

SHEET

SIMILAR

TYPICAL

WALL GUARD

THICK

T.O.W. OR TOW TOP OF WALL

ROUND HEAD WOOD SCREW

SOUND BATT INSULATION

UNIFORM BUILDING CODE

VINYL COMPOSITION TILE VENT THROUGH ROOF

VINYL WALL COVERING

UNLESS OTHERWISE NOTED

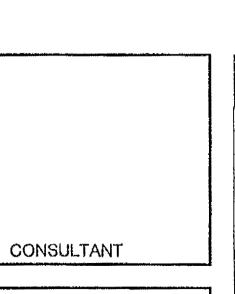
ACC AFF ALS ASPH CBC C.G.	ACCESSIBLE ABOVE FINISHED FLOOR ASSISTED LISTENING SYSTEM ASPHALT CALIFORNIA BUILDING CODE (2001 EDITION, TITLE 24, PART 2) CORNER GUARD			○ ○ △	AS-BUILT ROOM NUME SCHOOL ROOM NUME DOOR NUMBER WALL TYPE REVISION NUMBER	
G.J.	CONTROL JOINT					
CLG.	CEILING	•		\bigcirc	KEYNOTES	
CMU CONC	CONCRETE MASONRY UNIT			T-1	TOILET ACCESSORY	
CONT	CONTINUOUS					
CPT. C.S. DSA	CARPET COUNTERSUNK (WOOD SCREW) DIVISION OF THE STATE ARCHITECT			1/A11	ELEVATION DRAWING NUMBER ELEVATION NUMBER	
D.F. DWGS DTL	DRINKING FOUNTAIN DRAWINGS DETAIL			1 A1.1	SECTION OR DETAIL N DRAWING NUMBER	NUMBER
(E) E.J.	EXISTING EXPANSION JOINT			•	ELEVATED DIMENSION DATUM POINT	I POINT
ELEC EMT	ELECTRICAL ELECTRIC METALLIC TUBING				FLUORESCENT LIGHT (RECESSED)	FIXTURE
F.A.	FIRE ALARM FIRE EXTINGUISHER				FLUORESCENT LIGHT	FIXTURE
F.E. F.H.	FIRE HYDRANT				(SURFACE)	
FHWS	FLAT HEAD WOOD SCREW			\circ	INCANDESCENT LIGHT	FIXTURE
FIN.	FINISH		❖	☎	(SURFACE)	
FLR.	FLOOR		ONE WAY	TWO WAY	EXIT SIGN	
F.V.	FIELD VERIFY GALVANIZED			(S)	SPEAKER	
GALV. G.P.F.	GALLONS PER FLUSH			\boxtimes	SUPPLY DIFFUSER	
HGT.	HEIGHT			Z	RETURN DIFFUSER	
ISA	INTERNATIONAL SYMBOL OF ACCESSIBILITY			XX	FIRE SPRINKLER HEAI	-n
I.M.C.	INTERMEDIATE METALLIC CONDUIT			1		
LH.	LEFT HAND			-+-	CEILING GRID STRUT	
LL.	LOW LEVEL					
MAX.	MAXIMUM					
MECH	MECHANICAL					
MIN.	MINIMUM					
(N)	NEW NOT IN CONTRACT					
N.LC. NO.	NUMBER					
O.C.	ON CENTER			,	WALL TYF	DES
PC	PORTLAND CEMENT				A A V. J limit point 1 1 1	
P.H.	PANIC HARDWARE					
PLB	PLUMBING	MK	SYMBO)L		DESCRIPTION
P.T.	PRESSURE TREATED	1 1				
PLYWD. OR P.W.	PLYWOOD	A			A. S. A.	(E) STUD WALL
PLAS. LAM.	PLASTIC LAMINATE		**************************************		The second secon	

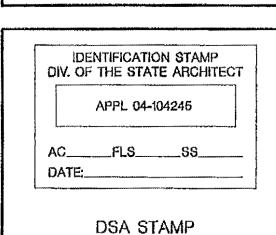
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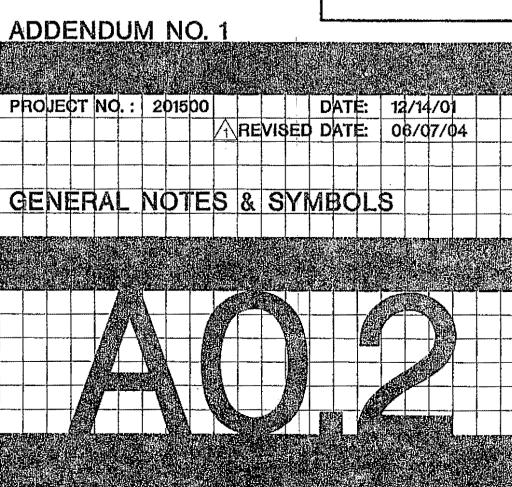












NO	DTE: NOT ALL MATERIALS US	ED ON THIS	PROJECT.	
	MATERAIL	FLAME SPREAD (MAXIMUM)	SMOKE DENSITY (MINIMUM)	
1.	CARPET	25	450	ARF 0.45 WATTS/CM - CLASS 1 FLAMMABILITY
2	VINYL WALLCOVERING	15	50	CLASS 1 FIRE RATED
3.	PINBOARD	25	60	•
4.	BATT INSULATION	25	450	-
5.	ACOUSTICAL PANEL	25	450	-
6.	FRP PANEL	25	450	-
7.	LAY-IN ACOUSTICAL CEILING	25	15	SMOKE DEVELOPED 0-15 (ASTM E84 TEST PROCEDURE)
8.	HIGH IMPACT WALLCOVERING	G 25	450	***************************************
9.	TOILET PARTITION	*	75	BURN RATE 2.0CM/MIN.
10.	WALL/CORNER GUARDS	25	450	-
11.	PLASTIC LAMINATE	•	•	RADIANT HEAT RESISTANCE 100 SEC/MIN.
12.	ALUMINUM WINDOW BLINDS	•	•	95% NON-COMBUSTION MATERIALS. NO CURRENT METHOD OF TESTING.

NOT LISTED BY MANUFACTURER

*	NOT LISTED BY MANUFACTURER	
	AILING SCHEDULE	
I P	ALE 23A-11-B-1 1998 C.B.C.	
CC	<u>NNECTION</u>	<u>vailing</u>
1.	JOIST OR RAFTERS TO SIDES OF STUDS	
	8-INOH JOIST OR LESS	/3-16d
_	FOR EACH ADDITIONAL 4 INCHES IN DEPTH OF JOIST	/ 1-16d
2.	BRIDGING TO JOIST, TOENAIL EACH END	/ 2-8d
	A BLOCKING BETWEEN JOISTS OR RAFTERS-	
		2-12d 12
^)R 2-16d
J.	1' X 6' (25 MM X 152 MM) SUBFLOOR OR LESS TO EACH JOIST, FACE NAIL	2-80
	REFER TO NOTE 26 FOR 1/2" AND LESS THICKNESS.	0.0-
	WIDER THAN Y X 6" (25 MM X 152 MM) SUBFLOOR TO EACH JOIST, FACE NAIL	3-8d
	2" (51 MM) SUBFLOOR TO JOIST OR GIRDER, BLIND AND FACE NAIL	2-16d
6,	SOLE PLATE TO JOIST OR BLOCKING, TYPICAL FACE NAIL 16d AT 18 (406 N	
	SOLE PLATE TO JOIST OR BLOCKING, AT BRACED WALL PANELS 3-16d PER 16" (4	
	TOP PLATE TO STUD, END NAIL	2-16c
	STUD TO SLOE PLATE 4-8d, TOENAILS OR 2-16d, EN	
	DOUBLE STUDS, FACE NAIL 16d AT 24' (610 N	
10.	DOUBLED TOP PLATES, TYPICAL FACE NAIL 16d/AT 16" (406 N	
	DOUBLE TOP PLATES LAP SPLICE	8-16d
	BLOCKING BETWEEN JOISTS OR RAFTERS TO TOP PLATE, TOENAIL	3-80
	RIM JOIST TO TOP PLATE, TOENAIL / 8d AT 6' (152 M	
	TOP PLATES, LAPS AND INTERSECTIONS, FACE NAIL	2-16d
	CONTINUOUS HEADER, TWO PIECES 6d AT 16' (406 My) O.C. ALONG EACI	
	CEILING JOISTS TO PLATE, TOENAIL	3-8d
	CONTINUOUS HEADER TO STUD, TOENAIL	4-8d
	CEILING JOISTS, LAPS OVER PARTITIONS, FACE NAIL	3-16d
	CEILING JOISTS TO PARALLEL\RAFTERS, FACE NAIL	3-16d
	JOIST OR RAFTERS AT ALL BENRING-TOENAILS, EACH SIDE	2-10d
	1" (25 MM) BRACE TO EACH STUD AND PLATE, FACE NAIL /	2-8d
	1" X 8" (25 MM X 203 MM) SHEATNING OR LESS TO EACH BEARING, FACE NAIL	2-8d
		3-8d
	BUILT-UP CORNER STUDS / 16d AT 24' (610 M	
24.	BUILT-UP GIRDER AND BEAMS / 16d AT 32* (813 MM)	
	\ / TOP AND BOTTO	
	\ STAGGERED 2-16d A	
	\ AND AT EACH	
	2" (51 MM) PLANKS \ \ 2-16d AT EACH BI	EARING
	WOOD OTHER LINAL DANIELS AND DADTINE CHOADD. O	

19/32" - 3/4" (15 MM -19 MM) 7/8" - 1" (22 MM - 25 MM) 1-1/8" - 1-1/4" (29 MM - 32MM) COMBINATION SUBFLOOR-UNDERLAYMENT (CORRAMING): 3/4" (19 MM) AND LESS 7/8" - 1" (22 MM - 25 MM) 1-1/8" - 1-1/4" (29 MM - 32 MM)

26. WOOD STRUCTURAL PANELS AND PARTICLEBOARD: 2

SUBFLOOR AND WALL SHEATHING (TO FRAMING):

27. PANEL SIDING (TO FRAMING): 2 1/2* (12.7 MM) OR LESS 5/8" (16 MM) 28. FIBERBOARD SHEATHING: 7 1/2" (12.7 MM)

1/2" (12,7MM) AND LESS

25/32" (20 MM) 29. INTERIOR PANELING 1/4" (6.4 MM) 3/8" (9.5 MM)

NOTES: 1. COMMON NAILS SHALL BE USED EXCEPT WHERE OTHERWISE STATED

2. NAILS SPACED AT 6 INCHES (152 MM) ON CENTER AT EDGES, 12 INCHES (305 MM) AT INTERMEDIATE SUPPORTS EXCEPT 6 INCHES (152 MM) AT ALL SUPPORTS WHERE SPANS AFTE 48 INCHES (1219 MM) OF MORE. FOR NAILING OF WOOD STRUCTURAL PANEL AND PARTICLEBOARD DIAPHRAGMS AND SHEAR WALLS, REFER TO SECTIONS 2315A3.3 AND 2315A4.

3. COMMON OR DEFORMED SHANK. 4. COMMON

5. DEFORMED SHANK 6. CORROSION-RESISTANT SIDING NAILS CONFORMING TO THE REQUIREMENTS OF

7. FASTENERS SPACED 3 INCHES (76 MM) ON CENTER AT EXTERIOR EDGES AND 6\INCHES (152 MM) ON OENTER AT INTERMEDIATE SUPPORTS. 8. CORROSION-AESISTANT ROOFING NAILS WITH 7/16-INCH-DIAMETER (11 MM) HEAD AND 1-1/2"

(38 MM) LENGTH FOR 1/2-INCH (12.7 MM) SHEATHING AND 1-3/4"-INCH (44 MM) LENGTH FOR 25/32-INCH/(20 MM) SHEATHING CONFORMING TO THE REQUIREMENTS OF SECTION \$304A.3. 9. CORROSION-RESISTANT STAPLES WITH NOMINAL 7/16-INCH (11 MM) CROWN AND 1-1/8-INCH (29 MM) LENGTH FOR 1/2-INCH (12.7 MM) SHEATHING AND 1-1/2-INCH (38 MM) LENGTH FOR 25/32-INCH (20 MM) SHEATHING CONFORMING TO THE REQUIREMENTS OF SECTION 2304A3 10. PANEL/SUPPORTS AT 16 INCHES (406 MM) [20 INCHES (508 MM) IF STRENGTH AXIS IN THE LONG/DIRECTION OF THE PANEL UNLESS OTHERWISE MARKED]. CASING OR FINISH NAILS\SPACED

6 INCHES (152 MM) ON PANEL EDGES, 12 INCHES (305 MM) AT INTERMEDIATE SUPPORTS. 11. PAYEL SUPPORTS AT 24 INCHES (610 MM). CASING OR FINISH NAILS SPACED 6 INCHES

(152 MM) ON PANEL EDGES, 12 INCHES (305 MM) AT INTERMEDIATE SUPPORTS. 12. WHEN POSSIBLE, NAILS DRIVEN PERPENDICULAR TO THE GRAIN SHALL BE USED INSTEAD OF OENAILS.

MACHINE APPLIED NAILING NOTES

USE OF MACHINE MAILING IS SUBJECT TO A SATISFACTORY JOB SITE DEMONSTRATION FOR EACH PROJECT AND THE APPROVAL BY THE PROJECT ARCHITECT OR STRUCTURAL ENGINEER AND THE OFFICE OF THE STATE ARCHITECT. THE APPROVAL IS SUBJECT TO CONTINUED SATISFACTORY PERFORMANCE,
MACHINE NALLING WILL NOT BE APPROVED IN 5/16 PLYWOOD, IF
NAIL HEADS LENE THATE THE OUTER PLY MORE THAN WOULD BE
NORMAL NOT HAND HAMMER OR IF MINIMUM ALLOWABLE EDGE DISTANCES ARE NOT MAINTAINED, THE PERFORMANCE WILL BE DEEMED UNBATISFACTORY AND THIS MACHINE NAILING SHALL BE

DISCONTANUED. REFERENCES: TITLE 24, PART 2, SECTION 2318A, 2310A3, 2318A1, 2812A2, 2320A11.3, AND 2320A11.4.

LUMBER NOTES

1.	ALL FRAMING LUMBER SHALL BE STRUCTURAL GRADE
	MARKED DOUGLAS FIR-LARCH AS FOLLOWS:
	A. BEAM, POST, HEADERS, STRINGERS
	B. JOIST AND RAFTERS STUDS
	AND BETTER
	C. ALL OTHER FRAMING
2.	STRUCTURAL PLYWOOD SHEATHING SHALL BE APA GRADED

CONFORMING TO PSI-95 STRUCTURAL 1 GRADE. INSTALLATION SHALL BE INSPECTED AND APPROVED PRIOR TO COVERING.

3. ALL WOOD IN CONTACT WITH CONCRETE OR MASONRY SHALL BE PRESSURE-TREATED WOOD WITH AWPA STAMP PER CBC 1998, SECTION 2306A4.

4. ALL NAILS SHALL BE COMMON NAILS. CONNECTIONS SHALL PER THE NAILING SCHEDULE IN CBC 1998 TABLE-23-11-B-1. EXCEPT WHERE NOTED OR DETAILED OTHERWISE. 5. NOT USED.

6. SILLS FOR ALL BEARING WALLS AND SHEAR WALLS SHALL BE COMPLETELY BEDDED ON 1/2" DRYPACK.

7. WHERE STUD WALL JOINS CONCRETE OR MASONRY WALL THE END STUD SHALL BE ANCHORED THERETO WITH 1/2" DIAMETER ANCHOR BOLTS NEAR TOP AND BOTTOM AND AT EACH LEVEL OR FIRE BLOCKING. RE: 7/A6.4.

8. NO STRUCTURAL MEMBER SHALL BE CUT FOR PIPES, DUCTS, OR ANY MISCELLANEOUS ITEMS, EXCEPT AS DETAILED ON THE STRUCTURAL DRAWINGS.

9. SOLID BLOCKING SHALL BE PLACED BETWEEN ALL JOISTS AND RAFTERS AT ALL POINTS OF SUPPORT AND AT 10 FOOT INTERVALS FOR RAFTERS AND AT 8 FOOT INTERVALS FOR

10. BOLT HOLES SHALL BE DRILLED 1/32' GREATER THAN BOLT DIAMETER. BOLTS SHALL HAVE STANDARD CUT WASHERS. BOLTS SHALL BE RE-TIGHTENED PRIOR TO COVERING STRUCTURE.

11. AT FLOORS FRAMED WITH 2X LUMBER PROVIDE DOUBLE JOISTS UNDER ALL PARALLEL PARTITIONS.

12. PRE-DRILL FOR ALL LAG SCREWS AND WOOD SCREWS PER CBC 2318A5.1.

13. ALL LUMBER TO BE 19% MOISURE CONTENT OR LESS, AT TIME OF INSTALLATION (S-DRY).

SCHOOL EQUIPMENT **ANCHORAGE NOTES**

6d 3

8d 3

6d 5

8d 5

6d 6

8d 6

6d 4

4d 10

6d 11

No. 11 ga. 8

No.16 ga. 9

No. 11 ga. 8

No. 16 ga. 9

8d 4 OR 6d 5

10d 4 OR 8d 5

10d 4 OR 8d 5

a) THE SEISMIC ANCHORAGE FOR ALL MECHANICAL AND ELECTRICAL EQUIPMENT SHALL BE DESIGNED TO WITHSTAND A LATERAL FORCE: 1. CALCULATED AS SPECIFIED IN SECTION 1632A AND TABLE 16A-O OF THE VOL 2. TITLE 24, 1998 CBC.

2. IN LIEU OF CALCULATIONS PER 1- THE ANCHORAGE SHALL BE CAPABLE OF WITHSTANDING A LATERAL FORCE EQUAL TO 22 WP ACTING SIMULTANEOUSLY WITH VERTICAL FORCE EQUAL TO 0.72 WP (BOTH FORCES AT SERVICE LEVEL, THESE VALUES CORRESPOND TO AN LP = 1.5 AND CA = 0.66, FOR OTHER VALUES OF LP AND CA THE LATERAL AND VERTICAL FORCE CAN BE ADJUSTED ACCORDINGLY).

 INCLUSION OF VERTICAL FORCE PER TABLE 16-0 FOOTNOTE 20 (FOR EMERGENCY POWER SUPPLIES AND COMMUNICATIONS EQUIPMENT ONLY).

b) THE CAPACITY OF THE ANCHORAGE CONNECTORS IN SHEAR AND/OR TENSION SHALL BE CLEARLY INDICATED IN THE CALCULATIONS, WHICH INDICATE, ICBO REPORT NO. (IF APPLICABLE) THEIR TOTAL NUMBER, SIZE, GRADE, EMBEDMENT, EDGE DISTANCE, AND OTHER FACTORS WHICH AFFECT THE CAPACITY IN SHEAR AND TENSION.

ANCHORAGE DETAILS FOR EQUIPMENT WHICH ARE NOT APPROVED DURING PLAN REVIEW ARE SUBJECT TO APPROVAL OF THE STRUCTURAL ENGINEER OF RECORD AND DSA'S DISTRICT STRUCTURAL ENGINEER PRIOR TO INSTALLATION AND INSPECTED BY THE PROJECT INSPECTOR.

METAL STUD NOTES

1. METAL STUD FRAMING SHALL BE OF GALVANIZED PUNCHED CHANNEL STUDS, UNLESS NOTED OTHERWISE, FORMED FROM STEEL SHEETS MEETING OR EXCEEDING THE REQUIREMENTS OF ASTM A446, GRADE D, ASTM A570, GRADE E, WITH A MINIMUM YELD STRENGTH OF 33,000 PSI.

2 METAL STUDS SHALL HAVE THE FOLLOWING MINIMUM SECTION PROPERTIES CALCULATED IN ACCORDANCE WITH CBC SECTION 2205A.5.

STEEL THICKNESS A IN2 GAUGE (MEHES) NET/ LXIN2 SXIN2 RY IN 05 1 0297 2.407 0.802 0.705 0.352 0.607 0.561 0.370 0.611 0.215 AL YS BRIDGING, DIAGONAL STRAPS PER TYPICAL 3. PROVIDE STUD DETAILS.

4. ALL CONNECTIONS SHALL BE WELDED WILESS NOTED OTHERWISE WELDING ELECTRODES SHALL BE E70-XX. WELDERS SHALL MEET THE QUALIFICATION REQUIREMENTS FOR STRUCTURAL STEEL WELDING AND CBC 2205A10. 5. WHERE SCREW CONNECTIONS ARE SPECIFIED, SCREWS

ZÓNG (MIN.) WITH 16 THREAD PER INCH.

AND A SECRET AMERICAN STREET
SHALL BE SELF-TAPPING NO. 10 METAL SCREWS .75 INCHES

EXPANSION BOLT NOTES

1. EXPANSION TYPE ANCHORS SHALL BE PHILLIPS RED HEAD WEDGE TYPE ANCHOR BOLTS (UNO) PER ICBO REPORT NUMBER 1372 AS FOLLOWS

372 AS FOLLOWS:	
DIAMETER (inches)	MINIMUM EMBEDMEN (Inches)
1/2	2-1/4
5/8	3
3/4	3-1/2
7/8	4
1	4-1/2

2. CONCRETE ANCHOR BOLTS OF THE EXPANSION TYPE (LOADED IN EITHER PULLOUT OR SHEAR) SHALL BE TESTED IN ACCORDANCE WITH CBC TITLE 24. SECTION

			TEST	VALUES		
	ł	HARDROCK	OR LIG	HTWEIGH	CONCI	RETE
<u>ANCHOR</u>	WE	DGE	<u>SL</u>	<u>EEVE</u>	SHEL	<u>.L</u>
DIA.			LOAD	TORQUE	LOAD	TORQU
(in)	(ibs)	(ft-lbs)	(lbs)	(ft-lbs)	(edi)	(ft-lbs)
1/4	800	10	400	4	1000	-
5/16		-	400	5	1400	
3/8	1100	25	700	10	1800	**
1/2	2000	50	900	20	2700	
5/8	2300	80	1100	45	3700	_
3/4	3700	150	1400	90	5400	**
1	5800	250	-	- "	-	+4

NOTES:

1. ANCHOR DIAMETER REFERS TO THE THREAD SIZE FOR THE WEDGE AND SHELL CATEGORIES AND TO THE ANCHOR OUTSIDE DIAMETER FOR THE SLEEVE CATEGORY.

2. APPLY PROOF TEST LOADS TO WEDGE AND SLEEVE ANCHORS WITHOUT REMOVING THE NUT IF POSSIBLE. IF NOT, REMOVE NUT AND INSTALL A THREADED COUPLER TO THE SAME TIGHTNESS OF THE ORIGINAL NUT USING A TORQUE WRENCH AND APPLY LOAD.

3. FOR SLEEVE/SHELL INTERNALLY THREADED CATEGORIES, VERIFY THAT THE ANCHOR IS NOT PREVENTED FROM WITHDRAWING BY A BASE PLATE OR OTHER FIXTURES. IF RESTRAINT IS FOUND, LOOSEN AND SHIM OR REMOVE FIXTURE(S) PRIOR TO TESTING.

4. REACTION LOADS FROM TEST FIXTURES MAY BE APPLIED CLOSE TO THE ANCHOR BEING TESTED, PROVIDED THE ANCHOR IS NOT RESTRAINED FROM WITHDRAWING BY THE FIXTURE(S).

5. SHELL TYPE ANCHORS SHOULD BE TESTED AS FOLLOWS: VISUALLY INSPECT 25% FOR FULL EXPANSION AS EVIDENCED BY THE LOCATION OF THE EXPANSION PLUG IN THE ANCHOR BODY. PLUG LOCATION OF A FULLY EXPANDED ANCHOR SHOULD BE AS RECOMMENDED BY THE MANUFACTURER, OR IN THE ABSENCE OF SUCH RECOMMENDATION, AS DETERMINED ON THE JOB SITE FOLLOWING THE MANUFACTURER'S INSTALLATION INSTRUCTIONS, AND PROOF LOAD 5% AS INDICATED IN THE TABLE ABOVE, BUT NOT LESS THAN THREE ANCHORS PER DAY FOR EACH DIFFERENT PERSON OR CREW INSTALLING ANCHORS, OR, TEST 50% OF THE INSTALLED ANCHORS PER 2624(D).

6. TEST EQUIPMENT IS TO BE CALIBRATED BY AN APPROVED TESTING LABORATORY IN ACCORDANCE WITH STANDARD RECOGNIZED PROCEDURES.

7. TORQUE TEST VALUES FOR SHELL TYPE ANCHORS ARE OMITTED DUE TO A LACK OF DATA. TORQUE TESTING CAN OCCUR ON AN INDIVIDUAL BASIS WHEN TEST PROCEDURES ARE SUBMITTED AND APPROVED BY THE ENFORCEMENT AGENCY. TABULATED VALUES MAY BE FORTHCOMING ONCE THE ENFORCEMENT AGENCY HAS MORE DATA TO EVALUATE THE FEASIBILITY OF STANDARD TORQUE VALUES.

8. THE FOLLOWING CRITERIA APPLY FOR THE ACCEPTANCE OF INSTALLED ANCHORS. HYDRAULIC RAM METHOD: THE ANCHOR SHOULD HAVE NO OBSERVABLE MOVEMENT AT THE APPLICABLE TEST LOAD FOR WEDGE AND SLEEVE TYPE ANCHORS, A PRACTICAL WAY TO

DETERMINE OBSERVABLE MOVEMENT IS THAT THE WASHER UNDER THE NUT BECOMES LOOSE TORQUE WRENCH METHOD: THE APPLICABLE TEST TORQUE MUST BE REACHED WITHIN THE FOLLOWING LIMITS. WEDGE OR SLEEVE TYPE: ONE-HALF (1/2) TURN OF THE NUT. ONE-QUARTER (1/4) TURN OF THE NUT FOR THE 3/8 INCH

SLEEVE ANCHOR ONLY. 9. TESTING SHOULD OCCUR 24 HOURS MINIMUM AFTER INSTALLATION OF THE SUBJECT ANCHORS.

CABINET ANCHORAGE

VERTICAL LOAD REQUIREMENT LATERAL FORCE EQUIPMENT

TABLE NO. 16A-B TABLE NO. 16A-O

REFER TO BRACING AND ANCHORAGE DETAILS FOR WALL HUNG CABINETS AND FLOOR SUPPORTED STORAGE RACKS, CABINETS AND BOOK STACKS OVER FIVE FEET IN HEIGHT. THE SUPPORTING PARTITIONS AND WALL ARE TO RESIST FORCES APPLIED BY CABINET ANCHORAGE'S.

REF.: CABINET ANCHORAGE DETAILS ON DRAWING A6.1.

REINFORCEMENT NOTES

1. ALL REINFORCING BARS SHALL CONFORM TO CBC 1903A.5.3 & ASTM A-615, GRADE 60. BARS NO. 3 AND SMALLER MAY BE GRADE 40.

2. WELDED WIRE FABRIC SHALL CONFORM TO CBC 1903A.5.3.5. 3. ALL REINFORCING SHALL BE ACCURATELY PLACED AND FIRMLY SUPPORTED AS REQUIRED BY THE ACI STANDARDS. REINFORCING SHALL HAVE THE FOLLOWING MINIMUM COVERAGE AND SHALL BE PLACED AS NEAR TO THE CONCRETE SURFACE AS THESE MINIMUMS WILL PERMIT UNLESS NOTED OR DETAILED OTHERWISE.

A. CONCRETE POURING AGAINST EARTH: 3".

B. FORMED CONCRETE IN CONTACT WITH EARTH OR WEATHER: 2".

C. SLABS, WALLS, JOISTS: 3/4".

D. BEAMS: 1-1/2". E. COLUMNS (TO MAIN STEEL): 2", 1-1/2" TO TIE. 4. SPLICE BARS AS SHOWN ON STRUCTURAL DRAWINGS ONLY.

REFER TO TYPICAL DETAILS FOR MINIMUM LAP LENGTH. 5. BARS INTERRUPTED BY STRUCTURAL STEEL SHALL EXTEND TO WITHIN 1' OF THE STRUCTURAL STEEL FLANGE OR WEB AND HAVE A 90-DEGREE HOOK UNLESS NOTED OTHERWISE

6. REINFORCING BARS SHALL NOT BE WELDED EXCEPT WHERE SHOWN ON THE DRAWINGS. WHERE REINFORCING BARS ARE INDICATED TO BE WELDED, THEY SHALL BE OF MATERIAL SUITABLE FOR WELDING PER ASTM A-706, AND WELDED PER CBC 1903A.5.2. WELDING RODS SHALL BE LOW HYDROGEN E-70 ELECTRODES.

CMU MASONRY NOTES

1. CONCRETE MASONRY (CMU) SHALL BE LIGHTWEIGHT UNITS CONFORMING TO UBC STD 21-4 COMPRESSIVE STRENGTH OF BLOCK SHALL BE 1,900 PSI GRADE N-1. USE OPENJEND BLOCK AT VERTICAL REINFORCING BARS AND BOND BEAM BLOCK AT HORIZONTAL BARS.

2. COMPRESSIVE STRENGTH OF MASONRY (1/h) AT 28 DAYS SHALL BE 1,500 PSJ.

3. UNITS SHALL BE LAIQ IN RUNNING BOND UNLESS NOTED OTHERWISE. MATCH_EXISTING.

4. ALL CELLS AND SPACES SHALL BE GROUTED SOLID. USE LOW LIFT GROUTING MENHOD COMPLY WITH THE REQUIREMENTS OF CBC 2104A.6. 1.2 W. H. 21 - 2.

5. ALL BARS SI ALL LAWE A MINIMUM DISTANCE CLEAR TO THE MASONRY OF ACE OF ONE BAR DIAMETER OR ONE-HALF INCH, WHICH EVER AS GREATER. BOLTS AND EMBEDS SHALL

HAVE A MINIMUM OF 1" GROUT COVER ALL AROUND.

6. VERTICAL REMFORCING IN WALLS SHALL BE ON THE WALL CENTER LIME UNLESS NOTED OTHERWISE.

7. GROUT SHALL BE 2000 PSI MINIMUM 28-DAY STRENGTH AND IN ACCOMDANCE WITH CCR TITLE 24-2103A4.

8. MORTAR SHALL BE 1,800 PSI MINIMUM 28-DAY STRENGTH AND JN ACCORDANCE WITH CCR TITLE 24-2103A3. REFER TO NOTES UNDER "REINFORCING".

CONCRETE NOTES

1. ALL CONCRETE WORK SHALL CONFORM TO AC1 STANDARD 318 FOR REINFORCED CONCRETE AND CHAPTER 19 OF THE CCR TITLE 24.

2. DESIGN MIXES SHALL BE PER CBC 1905A23 METHOD A. 3. CONCRETE SHALL BE NORMAL WEIGHT CONCRETE WITH AN ULTIMATE 28-DAY COMPRESSIVE STRENGTH OF AT LEAST 3,000 PSI AND SHALL BE MADE WITH TYPE I OR II CEMENT.

4. KEY AND DOWEL POUR JOINTS AS SHOWN ON THE STRUCTURAL DRAWINGS ONLY UNLESS NOTED OTHERWISE.

5. SET SCREEDS TO COMPENSATE FOR FORM AND SUPPORT SETTLEMENT. 6. NO PIPES OR DUCTS SHALL BE EMBEDDED IN STRUCTURAL MEMBERS EXCEPT AS SHOWN ON THE STRUCTURAL

DRAWINGS. 7. ANCHOR BOLTS IN CONCRETE SHALL BE PER ASTM A-307 AND SHALL HAVE A MINIMUM EMBEDMENT IN ACCORDANCE WITH CBC 1923A TABLE 19A-D.

POWDER DRIVEN SHOT

SHOT PINS MAY BE USED FOR SHEAR LOADS AND THEY MAY BE USED IN TENSION TO SUPPORT LOADS LESS THAN 100 POUNDS FOR MINOR LOADS LIKE ACOUSTICAL CEILINGS, DUCTWORK AND CONDUIT. SHOT PINS NOT ALLOWED FOR BRACING WIRES. ANY SHOT ANCHORS MUST HAVE ICBO APPROVAL FOR THE TYPE OF CONCRETE USED ON THE JOB. SHOT PINS MAY NOT BE USED IN CONCRETE CURBS & CEILING BRACING WIRES. THE ALLOWABLE LOADS SHALL BE 100 POUNDS OR 80% OF ICBO APPROVED VALUES WHICHEVER IS LESS. QUALIFICATION FOR USE OF ALL POWDER ACTUATED TOOLS MUST MEET ANSI A10.3

STANDARD AS REQUIRED BY THE MANUFACTURER AND ALL OSHA REQUIREMENTS. TESTING: THE OPERATOR, TOOL AND FASTENER SHALL BE PRE-QUALIFIED BY THE PROJECT INSPECTOR. HE SHALL OBSERVE THE TESTING OF THE FIRST 10 FASTENER INSTALLATIONS. A TEST "PULL-OUT" LOAD OF NOT LESS THAN 200# SHALL BE APPLIED TO THE PIN IN SUCH A MANNER AS NOT TO RESIST THE SPALLING TENDENCY OF THE CONCRETE SURROUNDING THE PIN. THEREAFTER, RANDOM TESTS UNDER

THE PROJECT INSPECTOR'S SUPERVISION SHALL BE MADE APPROXIMATELY 1 IN 10 PINS. IF ANY PIN FAILS TESTING, TEST ALL PINS OF THE SAME CATEGORY NOT PREVIOUSLY TESTED UNTIL TWENTY (20) CONSECUTIVE PASS, THEN RESUME THE INITIAL TESTING FREQUENCY, SHOT-IN ANCHORS ARE NOT

PERMITTED FOR BRACING WIRES.

EPOXY ADHESIVE INSTALLATION NOTES

ADHESIVE ANCHORS SHALL CONSIST OF AN ALL-THREAD ANCHOR ROD, NUT, WASHER AND ADHESIVE CAPSULE.

ANCHOR ROD SHALL BE FURNISHED AND INSTALLED WITH 45 DEGREE CHISEL POINT TO PROVIDE PROPER MIXING OF THE ADHESIVE COMPONENTS. ANCHOR ROD SHALL BE MANUFACTURED TO MEET THE FOLLOWING REQUIREMENTS:

1. ASTM A36 (STANDARD CARBON STEEL ANCHOR).

2. ASTM A193, GRADE B7 (TYPE 2). 3. AISI 304 OR AISI 316 STAINLESS STEEL MEETING THE MECHANICAL REQUIREMENTS OF ASTM F-593 (CONDITION CW).

THE ADHESIVE ANCHORING SYSTEM SHALL BE THE HILTI HIT HY150 INJECTION ADHESIVE ANCHORING SYSTEM, CONSISTING OF THE HILTI HIT HY150 INJECTION ADHESIVE CAPSULE AND THE HILTI HAS THREADED ANCHOR ROD OR THE APPROVED EQUIVALENT.

ADHESIVE ANCHORS SHALL BE TESTED PER CBC 1998 SECTION 1925A3.5 AND DSA ZR 19-1,

INSTALLATION

1. SET THE DRILL DEPTH GAUGE AND DRILL A HOLE TO THE REQUIRED HOLE DEPTH.

IMPORTANT: CLEAN OUT DUST AND DEBRIS, USE COMPRESSED AIR OR VACUUM AT BOTTOM OF THE HOLE. IMMEDIATELY REMOVE STANDING WATER.

2. INJECT ADHENSIVE INTO PRE-DRILLED HOLE IN BASE MATERIAL 3. THREAD A NUT ON THE HAS ROD. PLACE A WASHER ON TOP OF THE FIRST NUT AND THEN THREAD A SECOND NUT DOWN ON TOP OF THE WASHER. TIGHTEN THE TWO NUTS TOGETHER. "LOCKING" THE WASHER BETWEEN THEM. THE TOP NUT

SHOULD BE FLUSH WITH THE TOP OF THE ROD. 4. INSERT A SQUARE DRIVE SHAFT INTO THE HAMMER DRILL AND ATTACH THE PROPER IMPACT SOCKET. AT THE ROTARY HAMMER DRILL SETTING, ENGAGE THE TOP NUT OF THE HAS 200 ASSEMBLY WITH THE SOCKET AND DRIVE THE ROD DOWN THROUGH THE CAPSULES. STOP DRILL ROTATION IMMEDIATELY UPON REACHING BOTTOM OF HOLE

5. DO NOT DISTURB OR LOAD THE SET ANCHOR BEFORE THE SPECIFIED CURING TIME ELAPSES.

APPROVALS

INTERNATIONAL CONFERENCE OF BUILDING OFFICIALS (ICBO): NO. 5193. MANUF. (HILTI) FOR CAPSULE TYPE INJECTION ADHENSIVE "HIT HY150." TENSION TEST VALUES BASED ON TWICE 80% OF THE ICBO ALLOWABLE FOR EACH SIZE & EMBED ANCHOR.

NON-SHRINK GROUT INSTALLATION NOTES

1. SURFACE PREPARATION: CONCRETE SHALL BE CURED FOR A MINIMUM OF SEVEN DAYS. ALL SURFACES TO BE IN CONTACT WITH NON-SHRINK GROUT SHALL BE COMPLETELY DRY AND ENTIRELY FREE OF OIL, GREASE, LAITANCE, OR OTHER FOREIGN SUBSTANCES.

2. FORMS AND CONTROL JOINTS: MAKE ALL JOINTS LIQUID TIGHT USING PUTTY OR CAULKING COMPOUND TO SEAL FORMS OR AREAS WHERE BOND IS NOT DESIRED MUST BE TREATED WITH PASTE, OR AUTO WAX; POLYETHYLENE; OR "RESIN RELEASE" AGENT. CONTROL JOINTS SHALL BE PLACED ON THREE TO FOUR FOOT CENTERS. POURS DEEPER THAN 4" THICKNESS, CONTACT MANUFACTURER.

3. MIXING: POUR ALL OF COMPONENT B (HARDENER) INTO PAIL CONTAINING COMPONENT A (RESIN). MIX THOROUGHLY BY HAND OR LOW SPEED MIXER. POUR ALL OF MIXED MATERIAL INTO MORTAR BOX, MORTAR MIXER OR WHEELBARROW. ADD 100 POUNDS (1 BAG) NON-SHRINK GROUT AGGREGATE AND MIX ONLY UNTIL ALL AGGREGATE IS WETTED AND NO DRY POCKETS REMAIN. FOLLOW PRINTED INSTRUCTIONS ON EACH

4. METHOD OF PLACING: NON-SHRINK GROUT SHALL BE PLACED FROM ONE SIDE TO AVOID AIR ENTRAPMENT. RODS AND

PLUNGERS MAY BE USED TO FACILITATE PLACEMENT. 5. POST-PLACEMENT PROCEDURES: DO NOT WET CURE NON-SHRINK GROUT. IT IS A SELF-CURING MATERIAL. ALL SURFACES, EQUIPMENT AND TOOLS MAY BE CLEANED WITH LACQUER THINNER TRICHLOROETHYLENE, KETONES, OR SIMILAR SOLVENT BEFORE GROUT HARDENS. IN-SERVICE OPERATION MAY BEGIN IMMEDIATELY AFTER MINIMUM REQUIRED GROUT STRENGTHS HAVE BEEN ACHIEVED. FINAL FINISHING OF EXPOSED SURFACES IS AIDED BY APPLYING A VERY LIGHT MIST OF SOLVENT JUST BEFORE MATERIAL BECOMES UNWORKABLE.

THE GROUT SHALL BE MIXED AND INSTALLED ACCORDING TO THE MANUFACTURER'S RECOMMENDATIONS, COMPRESSION STRENGTH TO BE 2000 PSI AT 28 DAYS AND 4000 FLEXURAL STRENGTH AT 28 DAYS.

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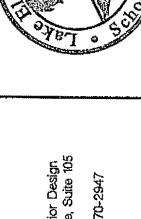
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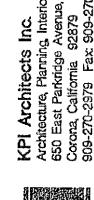


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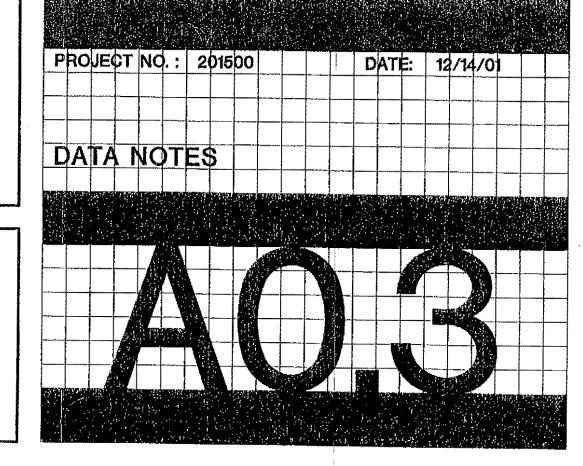
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SCOPE OF WORK EMS

- THE EMS SCOPE OF WORK GENERALLY CONSISTS OF THE FOLLOWING:
- 1. FURNISH & INSTALL NEW EMS PANEL IN BUILDING 1, ELECTRICAL ROOM 105.
- 2. CONNECT 30 NEW BUILDINGS 2, 3 AND 5 ROOF MOUNTED MECHANICAL UNITS TO BUILDING 1 EMS PANEL
- 3. REMOVE EXISTING EMS WIRING & INSTALL NEW EMS WIRING.
- 4. FURNISH & INSTALL COMPLETE & OPERATIONAL EMS SYSTEM.
- 5. REFER TO BUILDINGS 1 & 4 MODERNIZATION DRAWINGS 1/A2.2 & 2/A2.2 (A# 04-104486).

SCOPE OF WORK ROOM FINISH SCHEDULE

THE ROOM FINISH SCOPE OF WORK CONSISTS OF THE FOLLOWING: REMOVE EXISTING FINISHES AND FURNISH & INSTALL NEW FINISHES NOTED BELOW.

BUILDING 1:

- 1. RECEPTION ROOM 101:
 - FLOORING: CARPET, TYPE B
 - BASE: 4" RESILIENT BASE
- 2. OFFICE ROOM 102, CORRIDOR ROOM 103 & CORRIDOR ROOM 104:
- FLOORING: CARPET, TYPE A
- BASE: 4" RESILIENT
- 3. ELECTRICAL ROOM 105 & COMMUNICATIONS ROOM 106: REFER TO
- BUILDINGS 1 & 4 MODERNIZATION DRAWING 2/A2.2 (A# 04-104486).
- 4. DOORS: PAINT FROM ENTRANCE DOORS 1 & FRAME
- BUILDING 2, 3 & 5: 1. CLASSROOMS:
 - FLOORING: SHEET VINYL FLOORING & CARPET, TYPE A
 - BASE: 4" RESILIENT BASE
 - WALLS: PAINT EXISTING WALLS
- CEILING: NEW SUSPENDED ACOUSTICAL AT 8'-10" AFF

2. TOILETS:

- DEMOLITION: REMOVE ALL FLOOR TILE, WALL TILE AND WALL GYPSUM BOARD.
- FLOORING: CERAMIC TILE, RE: 10/A6.4
- BASE: CERAMIC TILE
- WALLS: CERAMIC TILE OVER NEW 5/8" WATER RESISTANT GYPSUM BOARD 1/2"
 CEMENT BACKER BOARD, RE: 2/A6.4 CEILING: PAINT EXISTING GYPSUM BOARD
 (AT 8'-0")
- 3. DOORS: PAINT ALL INTERIOR & EXTERIOR DOORS & FRAMES

SCOPE OF WORK FIRE ALARM

- THE FIRE ALARM SCOPE OF WORK GENERALLY CONSISTS OF THE FOLLOWING:
- 1. REMOVE EXISTING EXTERIOR FIRE ALARM PULL STATIONS, HORNS & RELATED EXPOSED CONDUIT AT BUILDINGS 2, 3 & 5. REFER TO ARCHITECTURAL DEMOLITION DRAWINGS 1/A2.4,
- 2. FURNISH & INSTALL NEW COVER PLATES OVER EXISTING J-BOXES AT REMOVED BUILDINGS 2, 3 & 5 FIRE ALARM PULL STATIONS & HORNS.
- 3. REMOVE EXISTING FIRE ALARM CONTROL PANEL (FACP), BELL BOX & CABINET IN BUILDING 1, COMMUNICATION ROOM 106. REMOVE EXISTING FIRE ALARM ANNUNCIATOR PANEL FROM
- 4, INSTALL & CONNECT NEW NOTIFIER 400 FACP & IN BUILDING 1, COMMUNICATION ROOM 106. INSTALL & CONNECT NEW LCD 80 ANNUNCIATOR PANEL IN BUILDING 1, FACP & LCD 80 ANNUNCIATOR PANEL TO BE FURNISHED BY THE DISTRICT. FACP & LCD ANNUNCIATOR PANEL ARE LOCATED AT ELSINORE HIGH SCHOOL CONTRACTOR TO REMOVE FACP & ANNUNCIATOR PANEL FROM ELSINORE HIGH SCHOOL & INSTALL AT BUTTERFIELD ELEMENTARY SCHOOL
- 5. FURNISH & INSTALL NEW FIRE ALARM SYSTEM IN BUILDING 2, 3 & 5 AS SHOWN ON THE DRAWINGS.
- 6. FURNISH, INSTALL & CONNECT NEW FIRE ALARM MONITOR MODULES AT BUILDING 3 & 5 FIRE ALARM TERMINAL CABINET FOR CONNECTION OF RELOCATABLE BUILDINGS FIRE ALARM TO NEW FACP. CONNECT RELOCATABLE BUILDINGS EXISTING FIRE ALARMS TO NEW FACP.
- 7. FURNISH, INSTALL & CONNECT NEW FIRE ALARM MONITOR MODULES AT BUILDING 1 FIRE ALARM TERMINAL CABINET FOR CONNECTION OF BUILDING 1 FIRE ALARM TO NEW FACP. CONNECT BUILDING 1 EXISTING FIRE ALARM TO NEW FACP.
- FURNISH, INSTALL & CONNECT NEW FIRE ALARM MONITOR MODULES AT BUILDING 1 FIRE ALARM TERMINAL CABINET FOR CONNECTION OF BUILDING 4 FIRE ALARM TO NEW FACP. CONNECT BUILDING 4 EXISTING FIRE ALARM TO NEW FACP.
- 9. FURNISH & INSTALL COMPLETE & OPERATIONAL FIRE ALARM SYSTEM.
- 10. REFER TO BUILDINGS 1 & 4 MODERNIZATION DRAWINGS 1/A22 & 2/A22 (A# 04-104486).

SCOPE OF WORK DATA

- THE DATA SCOPE OF WORK GENERALLY CONSISTS OF THE FOLLOWING:
- REMOVE EXISTING COPPER DATA WIRING FROM BUILDING 1 MDF TO BUILDING 3 IDF & BUILDING 5 IDF.
- 2. FURNISH & INSTALL NEW FIBER OPTIC WIRING FROM BUILDING 1 MDF TO BUILDING 3 IDF & BUILDING 5 IDF. FIBER OPTIC WIRING TO RUN INSIDE OF EXISTING DATA CONDUIT.
- 3. REMOVE EXISTING DATA DROPS AS SHOWN ON DRAWING.
- 4. FURNISH & INSTALL NEW DATA/POWER WIREMOLD & DATA/POWER POLES AS SHOWN ON DRAWINGS.
- 5. FURNISH & INSTALL NEW BUILDING MDF CABINET AT MDF IN BUILDING 1, ELECTRICAL ROOM 105.

SCOPE OF WORK TELEPHONE SYSTEM

- THE TELEPHONE SYSTEM SCOPE OF WORK GENERALLY CONSISTS OF THE FOLLOWING:
- CONTRACTOR TO CONTACT VERIZON & COORDINATE INSTALLATION OF NEW TI SERVICE TO SCHOOL BY VERIZON.
- 2. REMOVE EXISTING TELEPHONE EQUIPMENT & EQUIPMENT CABINET IN BUILDING 1, COMMUNICATION ROOM 106.
- 3. FURNISH, INSTALL & CONNECT NEW NORTEL OPERATIONAL 11 SYSTEM TELEPHONE EQUIPMENT IN BUILDING 1, COMMUNICATION ROOM 106. EQUIPMENT TO BE INSTALLED PER EQUIPMENT MANUFACTURER'S PRINTED INSTRUCTIONS.
- 4. FURNISH & INSTALL TI CONNECTION FROM TELEPHONE BOARD TO NEW NORTEL OPERATIONAL 11 SYSTEM.
- 5. FURNISH & INSTALL COMPLETE & OPERATIONAL TELEPHONE SYSTEM.
- 6. REFER TO BUILDINGS 1 & 4 MODERNIZATION DRAWINGS 1/A2.2 & 2/A2.2 (A# 04-104486).

SCOPE OF WORK INTERCOM SYSTEM

THE INTERCOM SYSTEM SCOPE OF WORK GENERALLY CONSISTS OF THE FOLLOWING:
BUILDINGS 2, 3 & 5: REPLACE ALL EXISTING EXTERIOR INTERCOM SPEAKERS. REFER TO
ELECTRICAL POWER PLANS. REPLACEMENT SPEAKER TO BE SOUNDOLIER OMNI-MOUNT
MODEL APF-15.

BUILDING 1:

- 1. REMOVE EXISTING INTERCOM EQUIPMENT IN BUILDING 1, COMMUNICATION ROOM 106.
- INSTALL RAULAND TELECENTER 4 SYSTEM IN BUILDING 1, COMMUNICATION ROOM 106. RAULAND TELECENTER & EQUIPMENT BY DISTRICT.
- 3. REFER TO BUILDINGS 1 & 4 MODERNIZATION DRAWINGS 1/A2.2 & 2/A2.2 (A# 04-104486).

SCOPE OF WORK CLOCK SYSTEM

FURNISH & INSTALL 10 REPLACEMENT SIMPLEX CLOCKS IN BUILDINGS 2, 3 & 5 CLASSROOMS. REPLACEMENT CLOCKS TO BE PROVIDED AT EXISTING DAMAGED AND/OR NON-FUNCTIONING EXISTING CLOCK LOCATIONS. REPLACEMENT CLOCKS TO MATCH EXISTING CLOCKS.

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CONSULTANT'S STAMP ARCHITECT'S

AKE ELSINORE UNFIED
SCHOOL DISTRICT
MODERNIZATION
MODERNIZATION



KPI Architects Inc.
Architecture, Planning, Interior Design 650 East Parkridge Avenue, Suite 105 Corona, California 92879

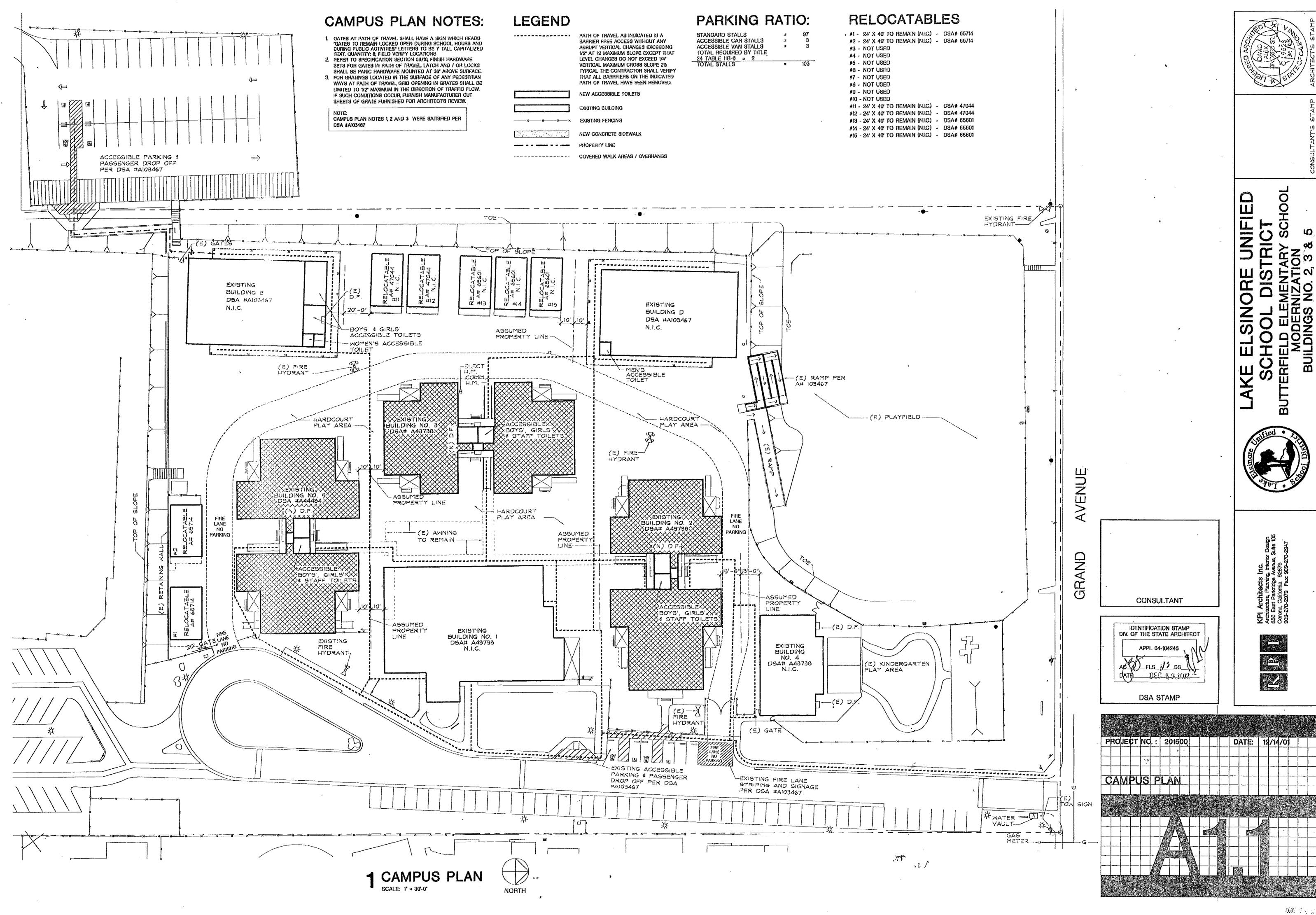


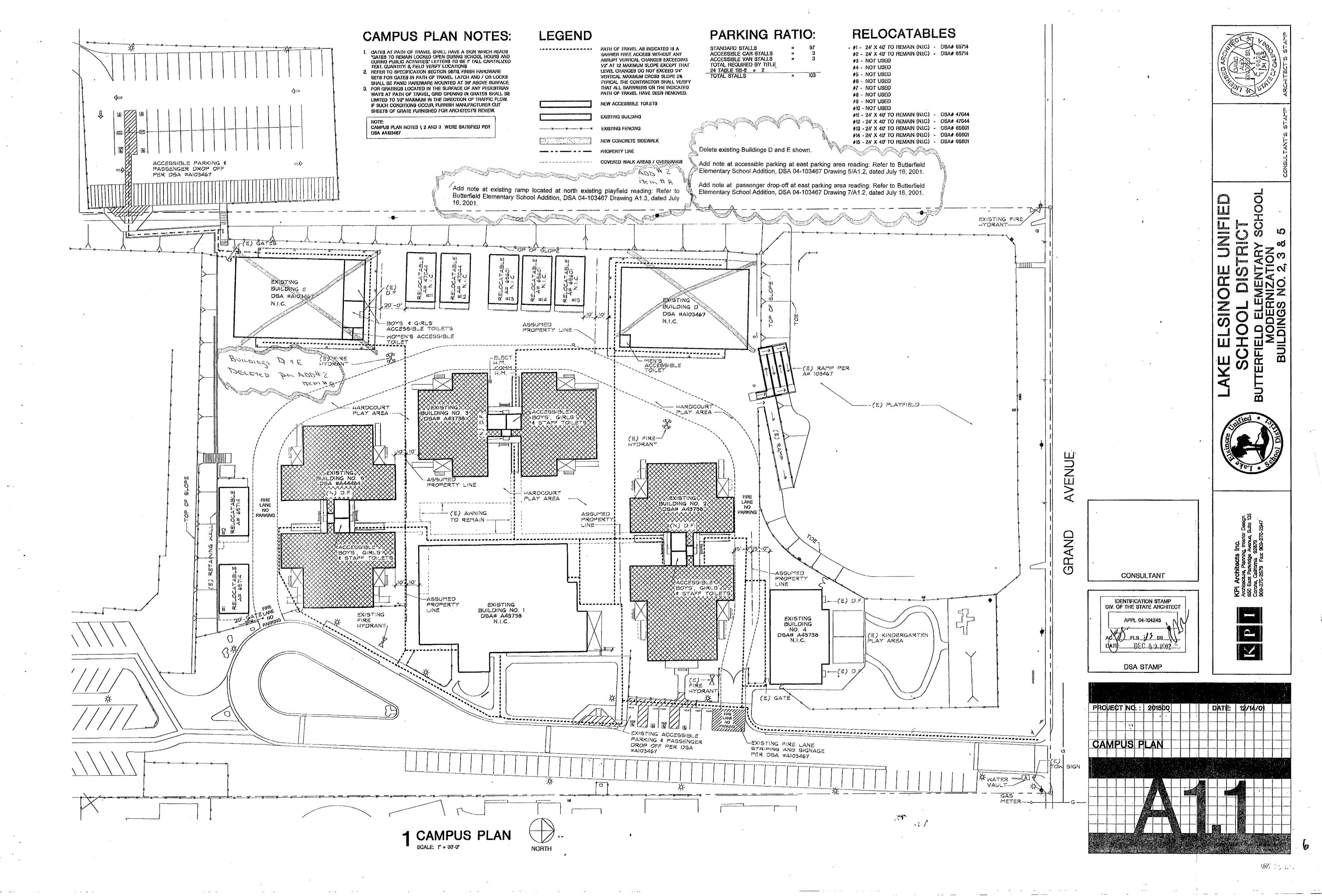
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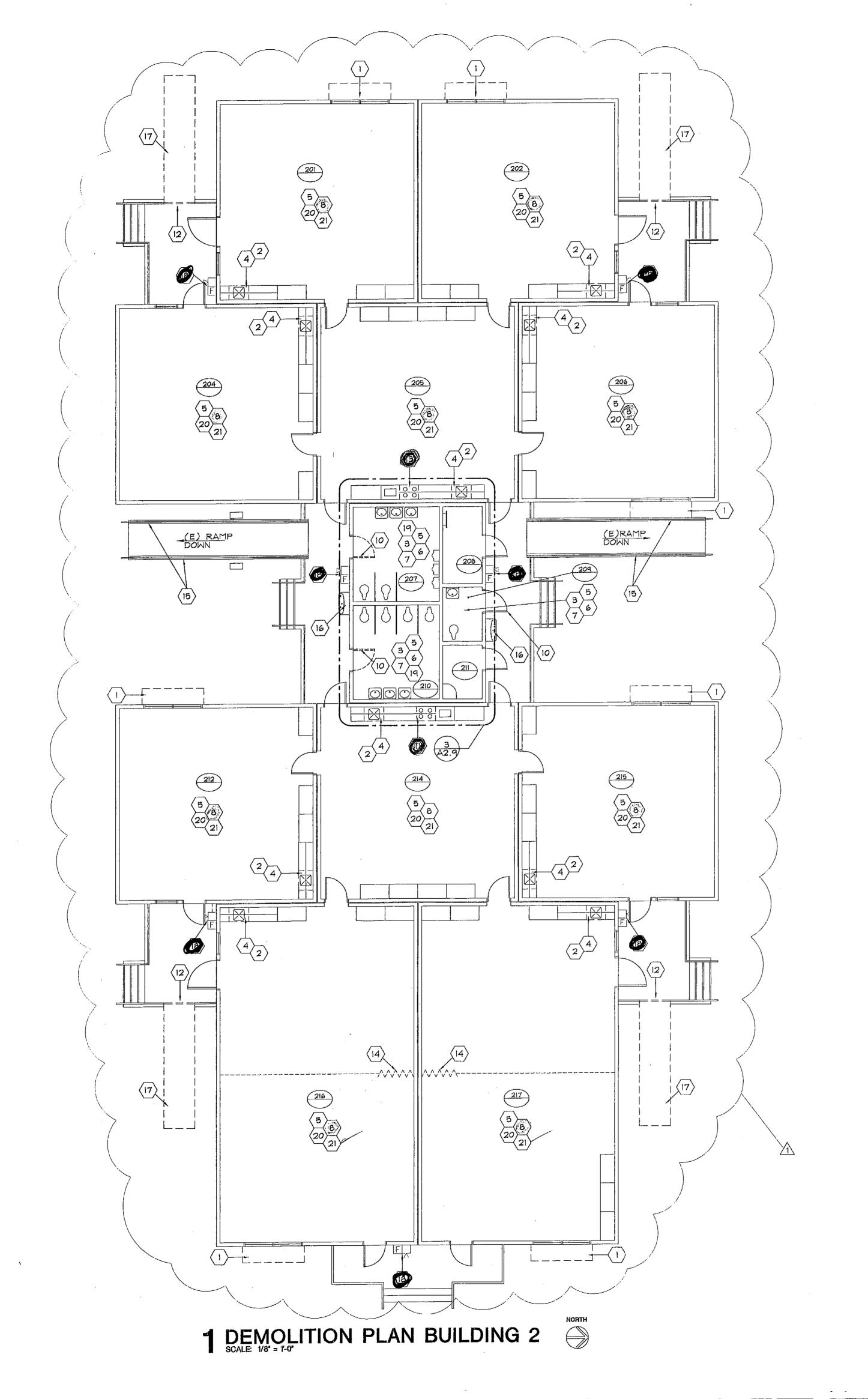
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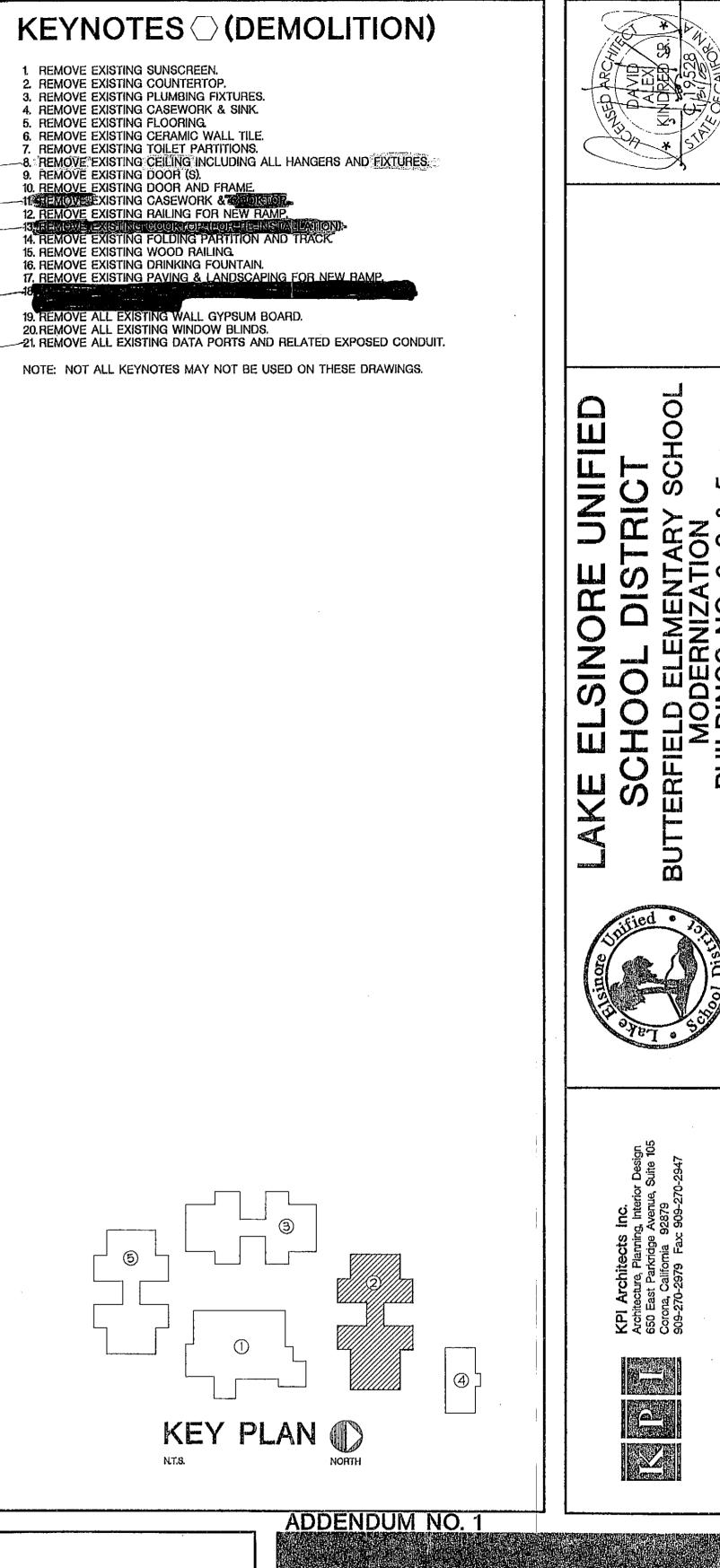
COMMUNICATION AND SIGNAL SYSTEMS SCOPE OF WORK
ROOM FINISH SCHEDULE

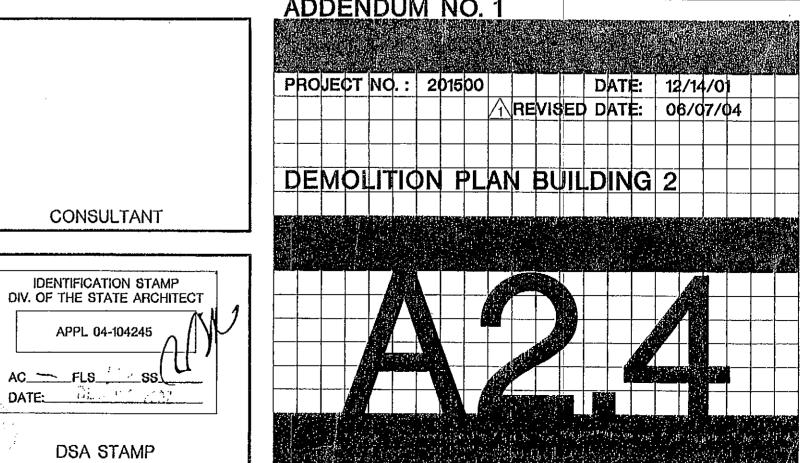
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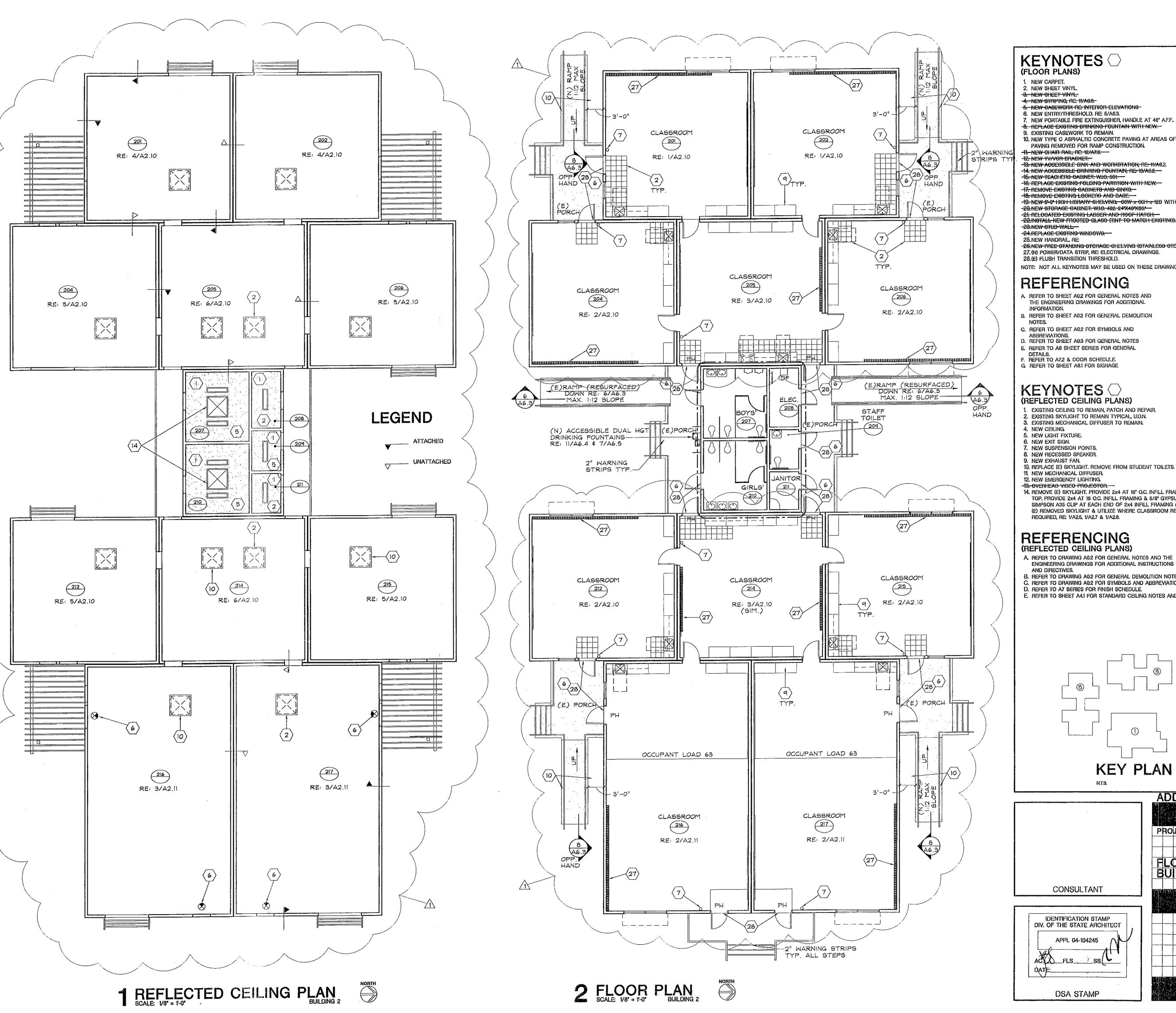














1. NEW CARPET.

2. NEW SHEET VINYL. -8: NEW-CHEET-VINYL-

-4:-NEW-STRIPING, RC: 11/A0.0.

5. NEW CAGEWORK RE: INTERIOR ELEVATIONS 6. NEW ENTRY/THRESHOLD. RE: 5/A6.3.

-8. REPLACE EXICTING-DRINKING-FOUNTAIN-WITH-NEW:-9. EXISTING CASEWORK TO REMAIN.

10. NEW TYPE C ASPHALTIC CONCRETE PAVING AT AREAS OF EXISTING ASPHALTIC

PAVING REMOVED FOR RAMP CONSTRUCTION. -11.- NEW-OHAIR RAIL, RE: 12/A7.0.-

-18. NEW-ACCESSIBLE SINK AND WORKSTATION, RE-11/A6.2. -14. NEW ACCESSIBLE DRINKING-FOUNTAIN, RE-10/AC.2.

-15. NEW-TEACHERO-OABINET: W.LO. 561--16. REPLACE-EXIGTING-FOLDING-PARTITION-WITH NEW

-18. REMOVE-EXIOTING-LOOKERO AND DADE----19. NEW-6-0" HIGH LIBRARY CHELVING. 66W-x-60H-x-12D WITH TOP W.I.C. 621.

-20.NEW STORAGE CABINET, WI.O. 402-24'X46'X66."--21. RELOCATED EXISTING LADDER AND ROOF HATCH.

-22 INGTALL NEW FROOTED GLAGO (TINT TO MATCH EXISTING).-

-24.REPLAGE-EXISTING-WINDOWO.

25.NEW HANDRAIL, RE: -26:NEW-FREE-OTANDING-OTORAGE-OHELVING (OTAINLEGO-OTEEL).--27. (N) POWER/DATA STRIP, RE: ELECTRICAL DRAWINGS.

NOTE: NOT ALL KEYNOTES MAY BE USED ON THESE DRAWINGS.

REFERENCING

- A REFER TO SHEET A02 FOR GENERAL NOTES AND THE ENGINEERING DRAWINGS FOR ADDITIONAL
- B. REFER TO SHEET A02 FOR GENERAL DEMOLITION
- C. REFER TO SHEET A02 FOR SYMBOLS AND
- D. REFER TO SHEET A0.3 FOR GENERAL NOTES E. REFER TO A6 SHEET SERIES FOR GENERAL
- DETAILS.
 F. REFER TO A72 & DOOR SCHEDULE.
 G. REFER TO SHEET A8.1 FOR SIGNAGE

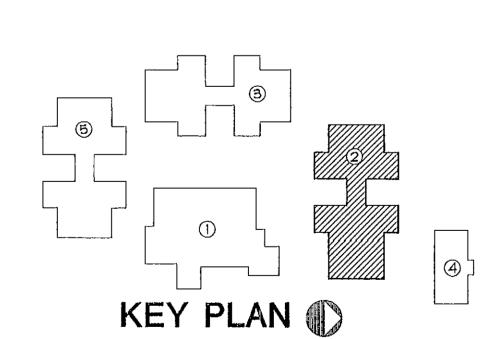
KEYNOTES (

- (REFLECTED CEILING PLANS)
- EXISTING CEILING TO REMAIN, PATCH AND REPAIR.
 EXISTING SKYLIGHT TO REMAIN TYPICAL, U.O.N. 3. EXISTING MECHANICAL DIFFUSER TO REMAIN.
- 5. NEW LIGHT FIXTURE.
- NEW EXIT SIGN.
- 7. NEW SUSPENSION POINTS. 8. NEW RECESSED SPEAKER.
- 9. NEW EXHAUST FAN. 10. REPLACE (E) SKYLIGHT. REMOVE FROM STUDENT TOILETS.
- 11. NEW MECHANICAL DIFFUSER.
- 12. NEW EMERGENCY LIGHTING. -13.-OVERHEAD VIDEO PROJECTOR.
- 14. REMOVE (E) SKYLIGHT. PROVIDE 2x4 AT 16" O.C. INFILL FRAMING & 22 GAUGE SHEET METAL CAP AT TOP. PROVIDE 2x4 AT 16 O.C. INFILL FRAMING & 5/8 GYPSUM BOARD AT CEILING PROVIDE SIMPSON A35 CLIP AT EACH END OF 2x4 INFILL FRAMING & ATTACH TO (E) WOOD FRAMING CLEAN (E) REMOVED SKYLIGHT & UTILIZE WHERE CLASSROOM REPLACEMENT SKYLIGHTS ARE

REFERENCING (REFLECTED CEILING PLANS)

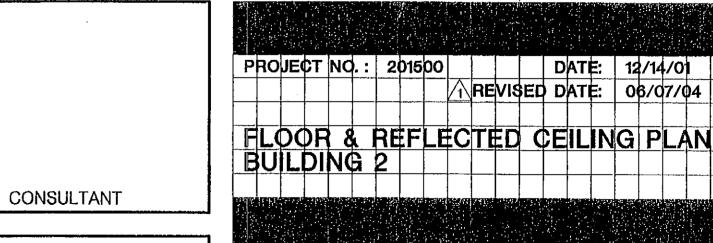
- A. REFER TO DRAWING A02 FOR GENERAL NOTES AND THE ENGINEERING DRAWINGS FOR ADDITIONAL INSTRUCTIONS

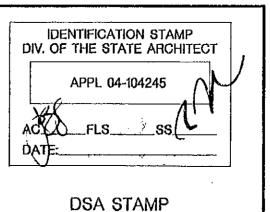
- B. REFER TO DRAWING A02 FOR GENERAL DEMOLITION NOTES.
 C. REFER TO DRAWING A02 FOR SYMBOLS AND ABBREVIATIONS.
 D. REFER TO A7 SERIES FOR FINISH SCHEDULE.
 E. REFER TO SHEET A4.1 FOR STANDARD CEILING NOTES AND DETAILS.

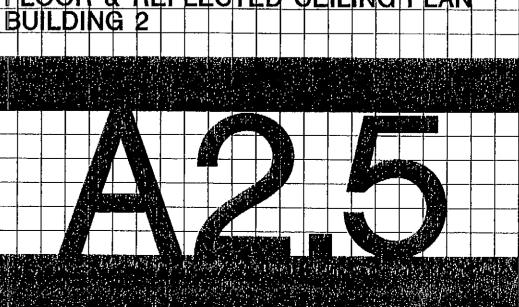


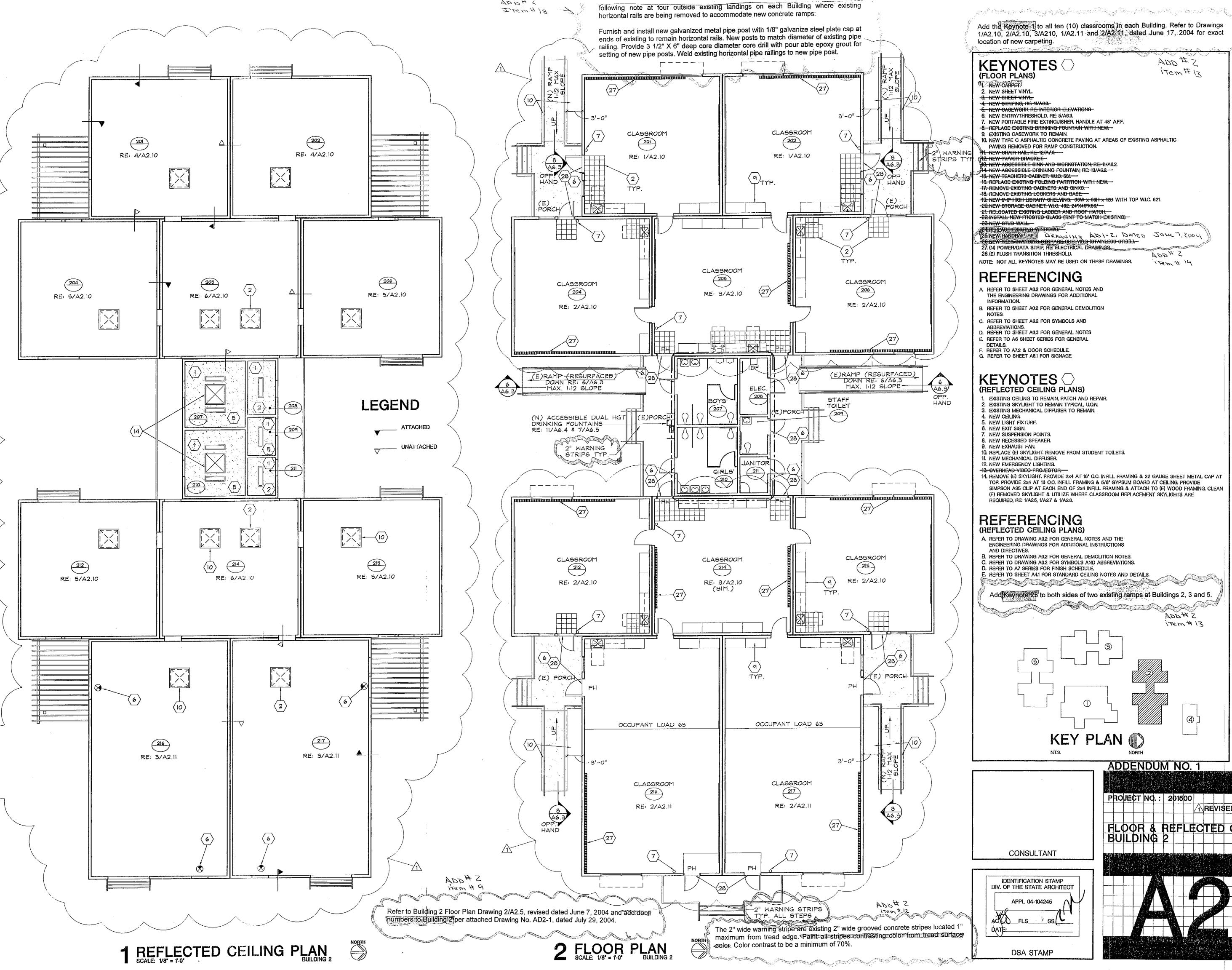
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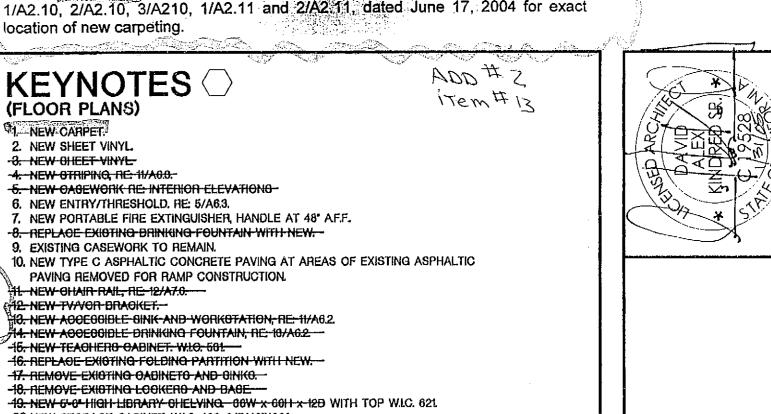








Add the Keynote 1 to all ten (10) classrooms in each Building. Refer to Drawings 1/A2.10, 2/A2.10, 3/A210, 1/A2.11 and 2/A2.11, dated June 17, 2004 for exact location of new carpeting.



-23:NEW-STUD-WALL. 24. REPLACE EXPORTING WINDOWS:

25. NEW HANDRALL RE DRAGE SHELVING (STAINLESS STEEL).

27. (N) POWER/DATA STRIP, RE ELECTRICAL DRAWINGS.

28.(E) FLUSH TRANSITION THRESHOLD. S # aaA NOTE: NOT ALL KEYNOTES MAY BE USED ON THESE DRAWINGS. 1 Fem # 14

REFERENCING

- A REFER TO SHEET A02 FOR GENERAL NOTES AND THE ENGINEERING DRAWINGS FOR ADDITIONAL
- B. REFER TO SHEET A02 FOR GENERAL DEMOLITION
- C. REFER TO SHEET A02 FOR SYMBOLS AND
- ABBREVIATIONS.
 D. REFER TO SHEET A0.3 FOR GENERAL NOTES
- E. REFER TO A6 SHEET SERIES FOR GENERAL
- F. REFER TO A72 & DOOR SCHEDULE. G. REFER TO SHEET A8.1 FOR SIGNAGE

KEYNOTES (

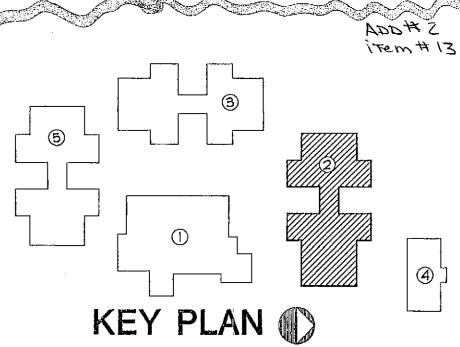
(REFLECTED CEILING PLANS)

- EXISTING CEILING TO REMAIN, PATCH AND REPAIR.
 EXISTING SKYLIGHT TO REMAIN TYPICAL, U.O.N.
- 5. NEW LIGHT FIXTURE.
- 7. NEW SUSPENSION POINTS.
- 8. NEW RECESSED SPEAKER.
- 10. REPLACE (E) SKYLIGHT. REMOVE FROM STUDENT TOILETS.
- 11 NEW MECHANICAL DIFFUSER.
- 12. NEW EMERGENCY LIGHTING.
- 14. REMOVE (E) SKYLIGHT. PROVIDE 2x4 AT 16" O.C. INFILL FRAMING & 22 GAUGE SHEET METAL CAP AT TOP. PROVIDE 2x4 AT 18 O.C. INFILL FRAMING & 5/8" GYPSUM BOARD AT CEILING PROVIDE
- SIMPSON A35 CLIP AT EACH END OF 2x4 INFILL FRAMING & ATTACH TO (E) WOOD FRAMING CLEAN (E) REMOVED SKYLIGHT & UTILIZE WHERE CLASSROOM REPLACEMENT SKYLIGHTS ARE REQUIRED, RE: 1/A25, 1/A27 & 1/A28.

REFERENCING

(REFLECTED CEILING PLANS)

- A REFER TO DRAWING A02 FOR GENERAL NOTES AND THE ENGINEERING DRAWINGS FOR ADDITIONAL INSTRUCTIONS
- B. REFER TO DRAWING A02 FOR GENERAL DEMOLITION NOTES.
 C. REFER TO DRAWING A02 FOR SYMBOLS AND ABBREVIATIONS.
 D. REFER TO A7 SERIES FOR FINISH SCHEDULE.
- E. REFER TO SHEET A4.1 FOR STANDARD CEILING NOTES AND DETAILS.
- Add Keynote 25 to both sides of two existing ramps at Buildings 2, 3 and 5

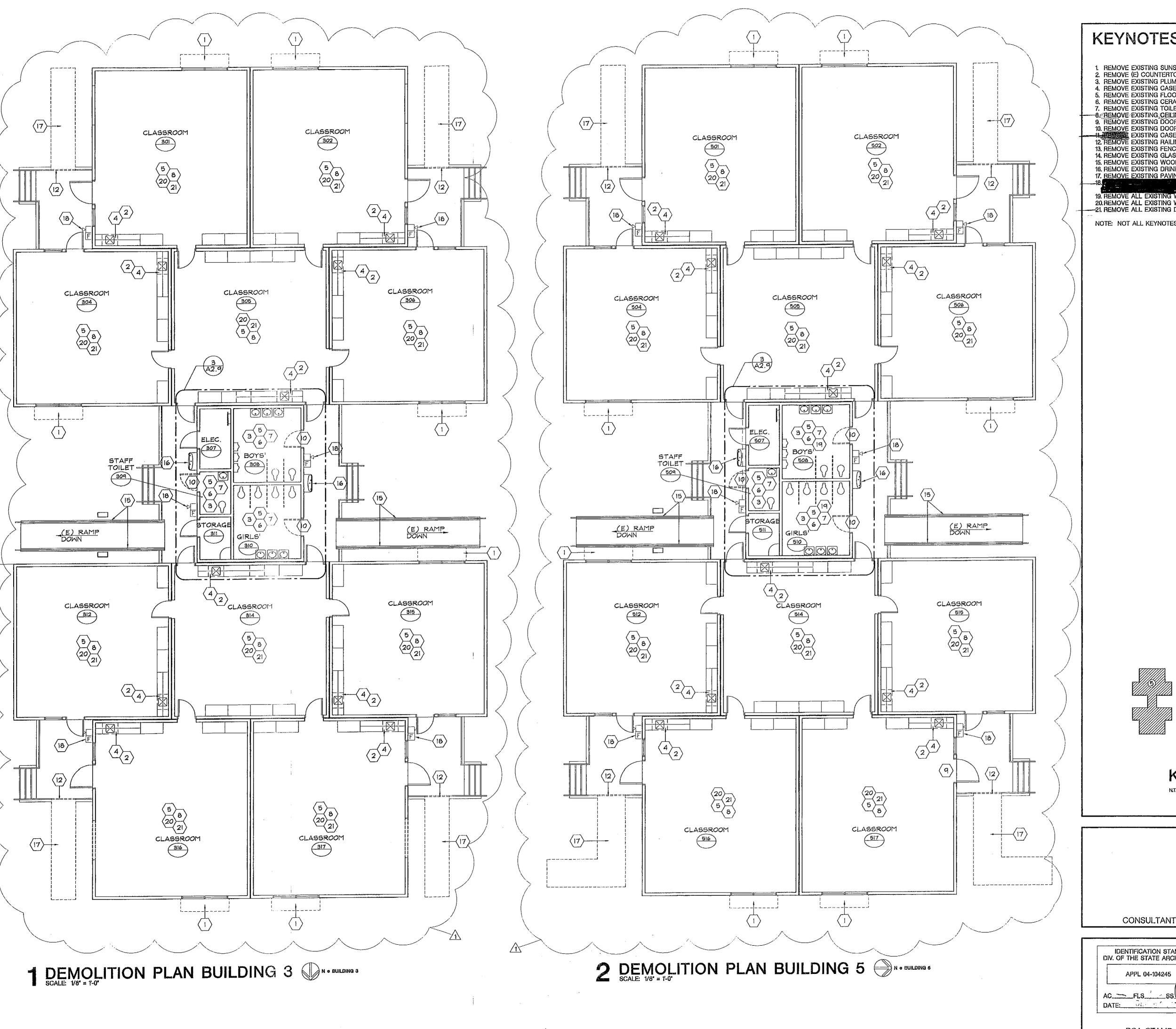


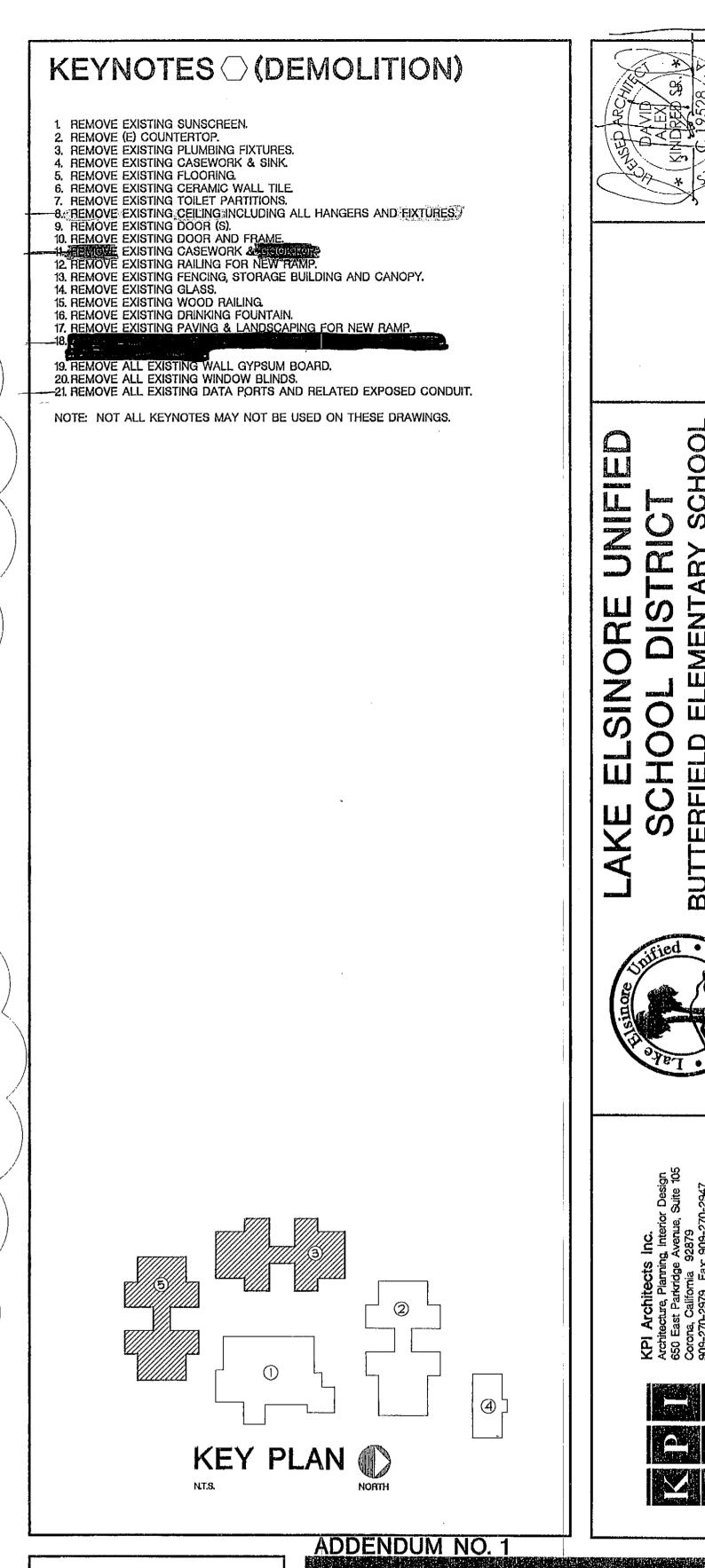
CHOOL

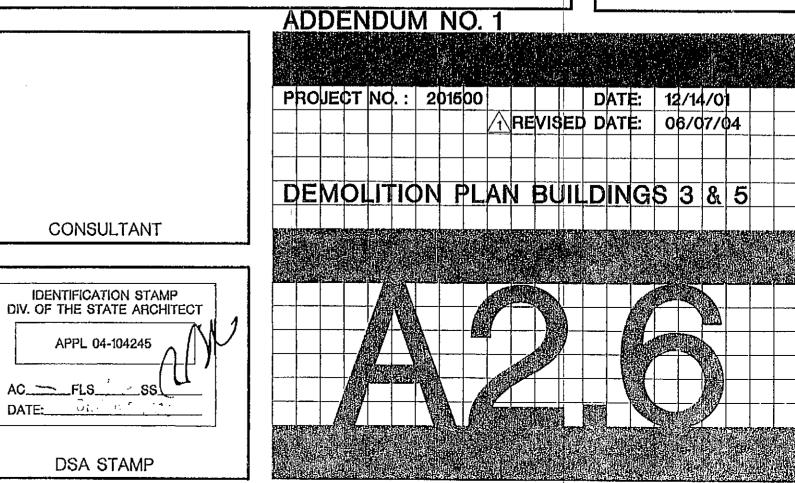
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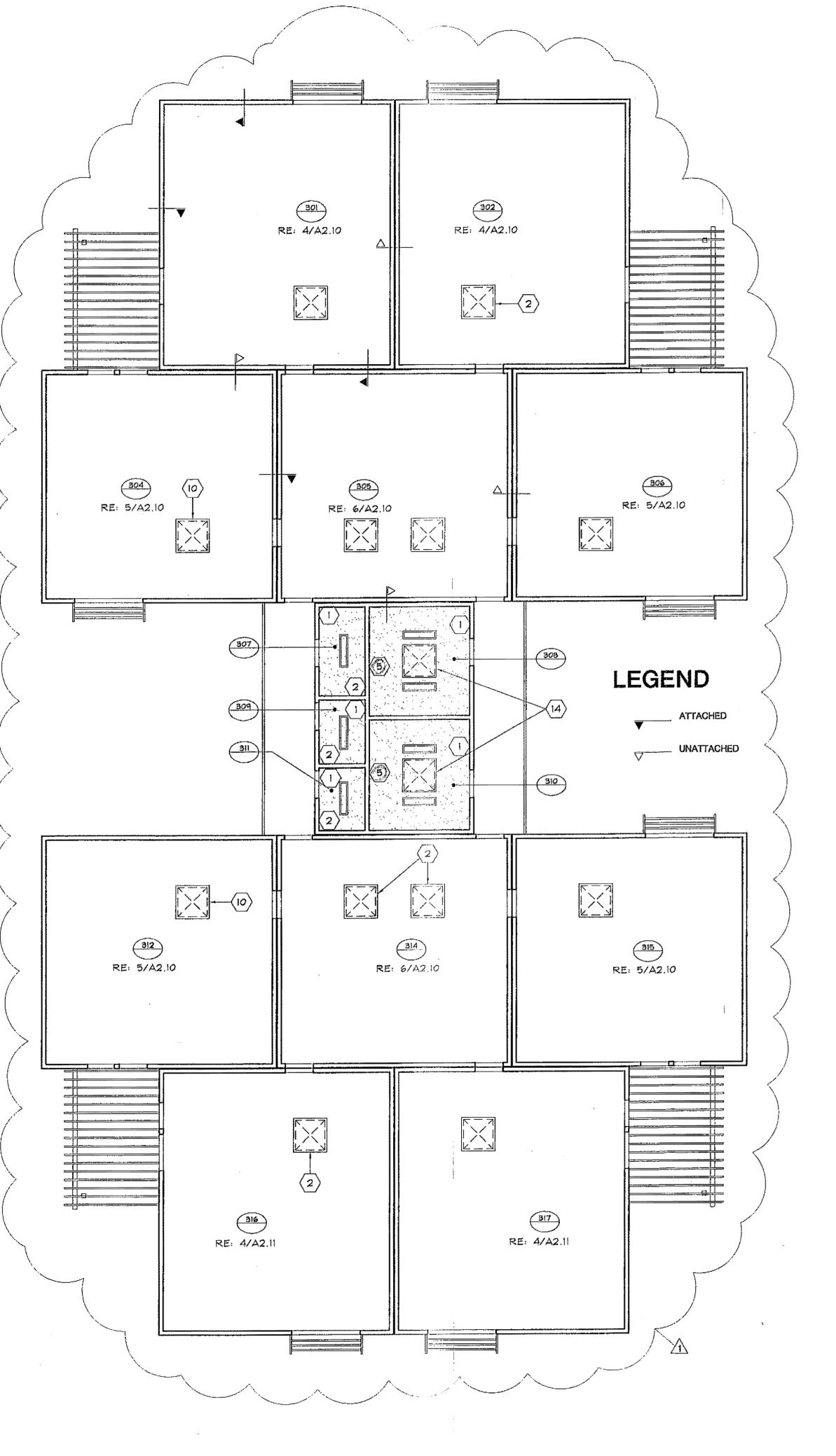
PROJECT NO. : 201500 DATE: 12/14/01 REVISED DATE: 06/07/04 FLOOR & REFLECTED CEILING PLAN BUILDING 2

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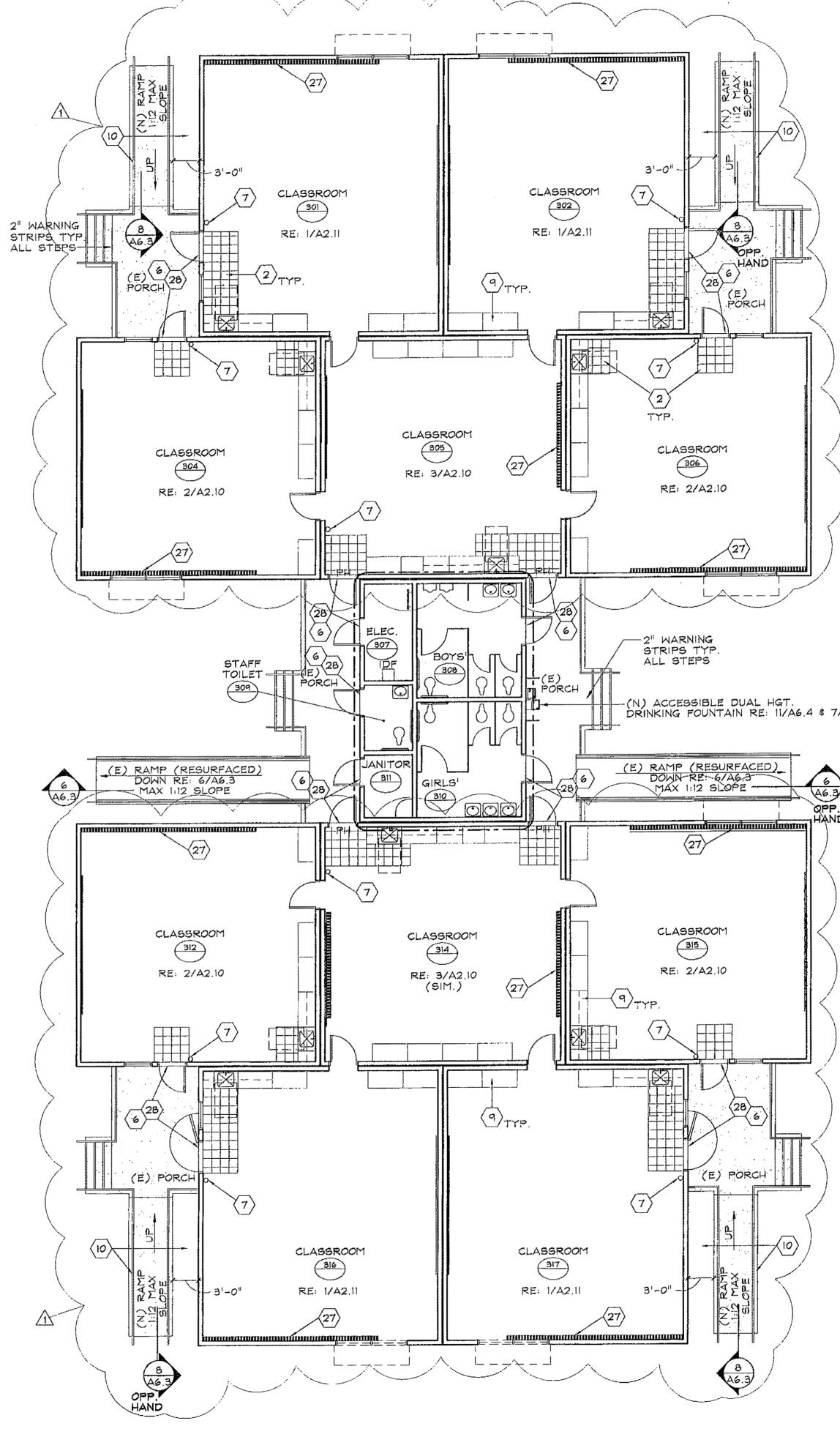




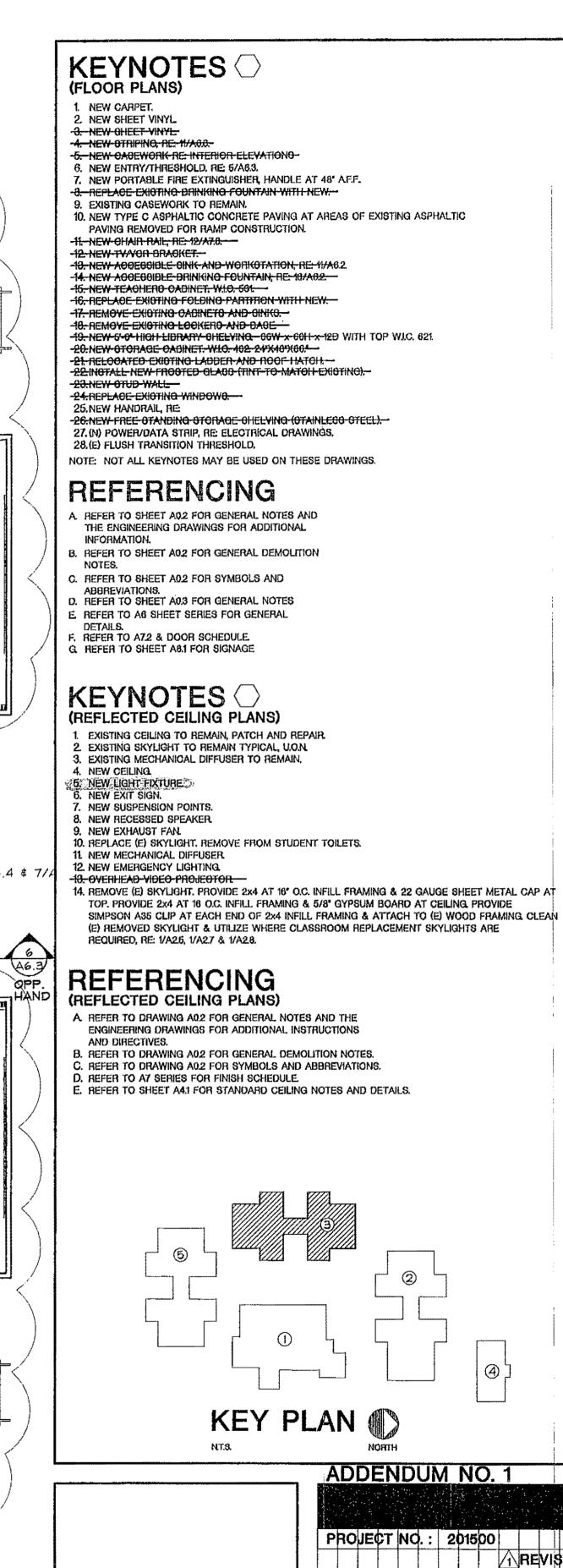




1 REFLECTED CEILING PLAN BUILDINGS 3 D. N. BUILDINGS 3



2 FLOOR PLAN BUILDINGS 3 N. BUILDING 3



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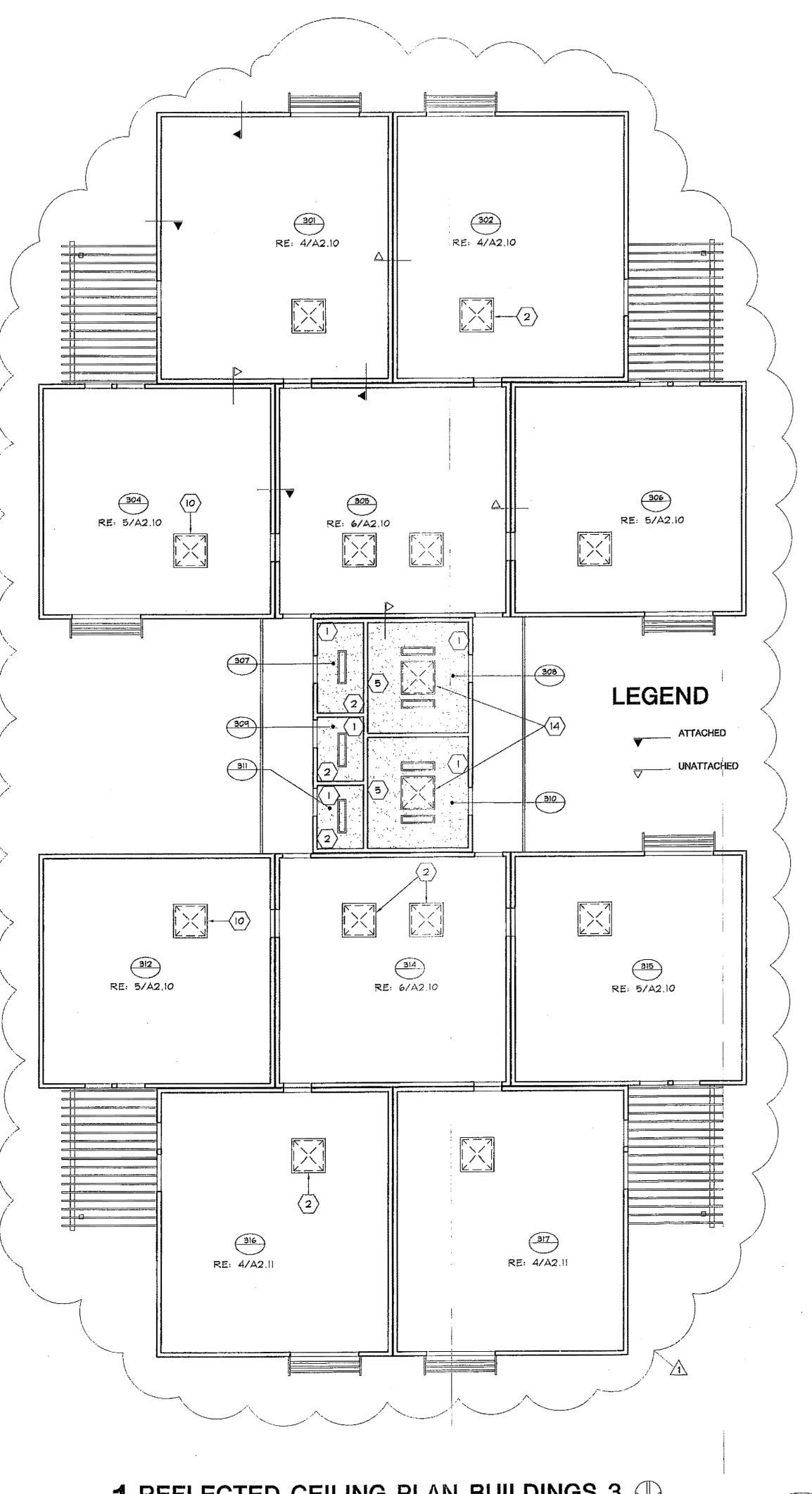
IDENTIFICATION STAMP DIV. OF THE STATE ARCHITECT

DSA STAMP

PROJECT NO.: 201500 DATE: 12/14/01
REVISED DATE: 06/07/04

FLOOR & REFLECTED CEILING PLAN
BUILDING 3

17

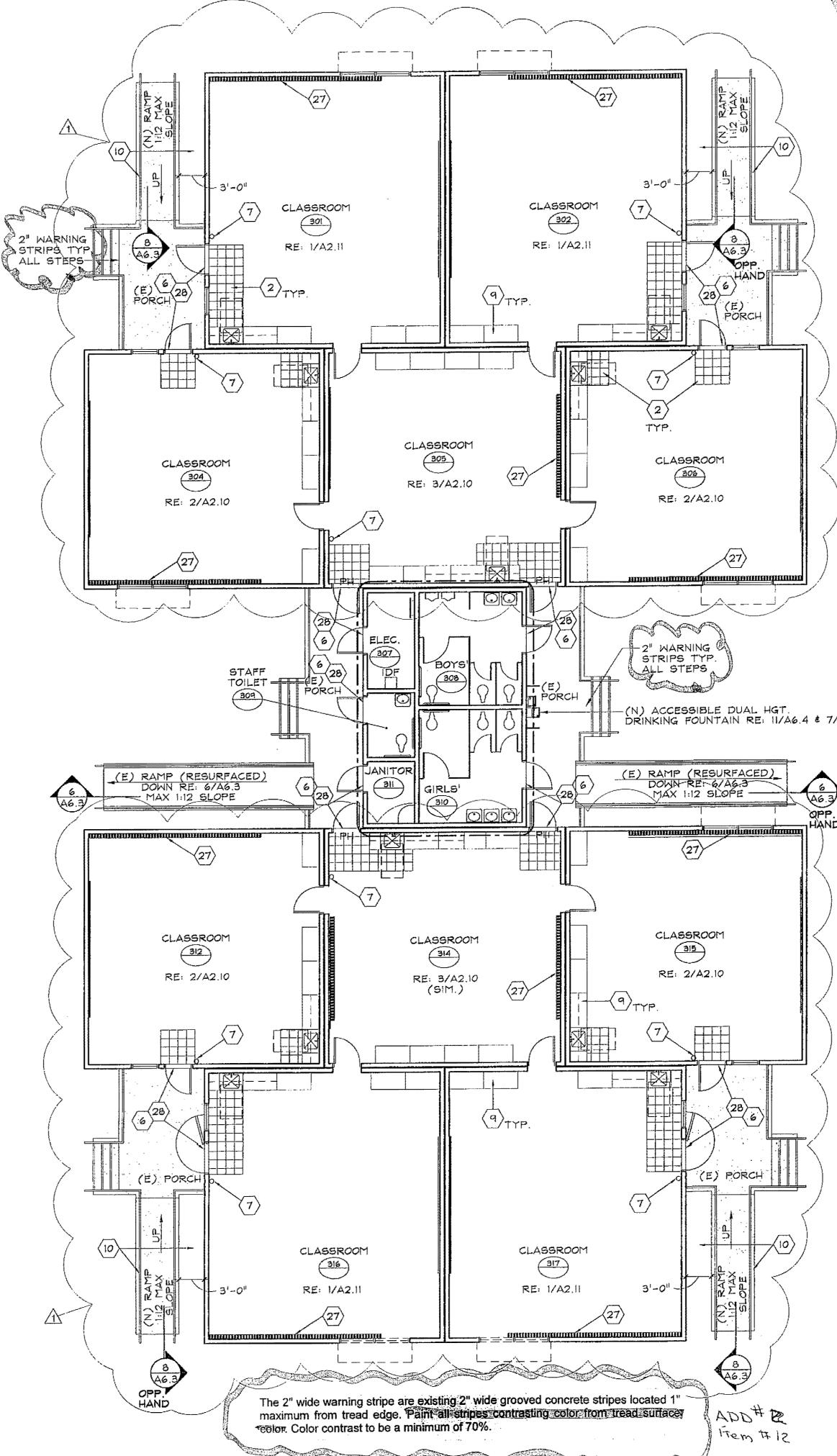


REFLECTED CEILING PLAN BUILDINGS 3 ... BUILDING 3

following note at four outside existing landings on each Building where existing horizontal rails are being removed to accommodate new concrete ramps:

Furnish and install new galvanized metal pipe post with 1/8" galvanize steel plate cap at ends of existing to remain horizontal rails. New posts to match diameter of existing pipe railing. Provide 3 1/2" X 6" deep core diameter core drill with pour able epoxy grout for setting of new pipe posts. Weld existing horizontal pipe railings to new pipe post.

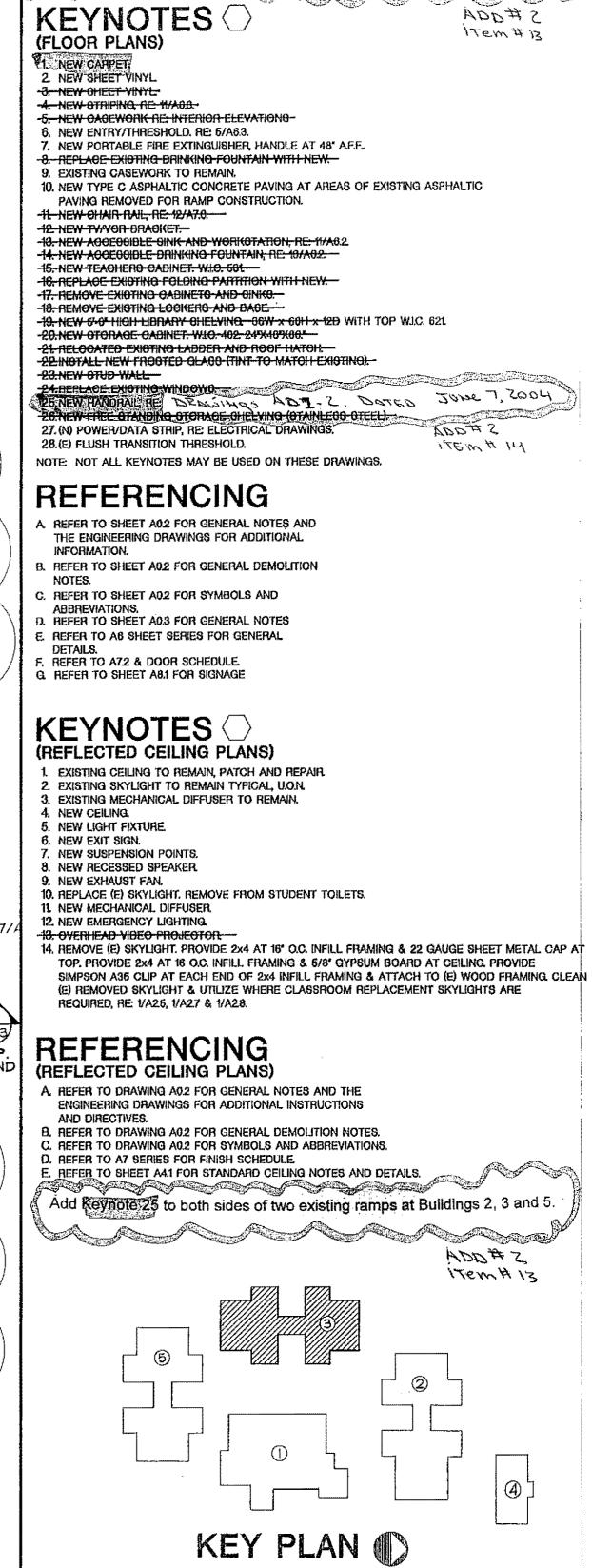
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2 FLOOR PLAN BUILDINGS 3 No BUILDING 3

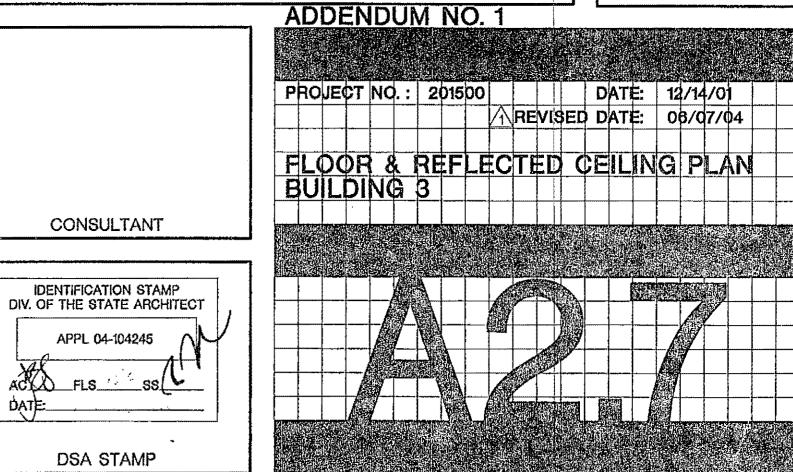
ing Non Hin Refer to Building 3 Floor Plan Drawing 2/A2.7, revised dated June 7, 2004 and add door numbers to Building 3 per attached Drawing No. AD2-2, dated July 29, 2004.

Add the **Keynote** 1 to all ten (10) classrooms in each Building. Refer to Drawings 1/A2.10, 2/A2.10, 3/A210, 1/A2.11 and 2/A2.11, dated June 17, 2004 for exact location of new carpeting.



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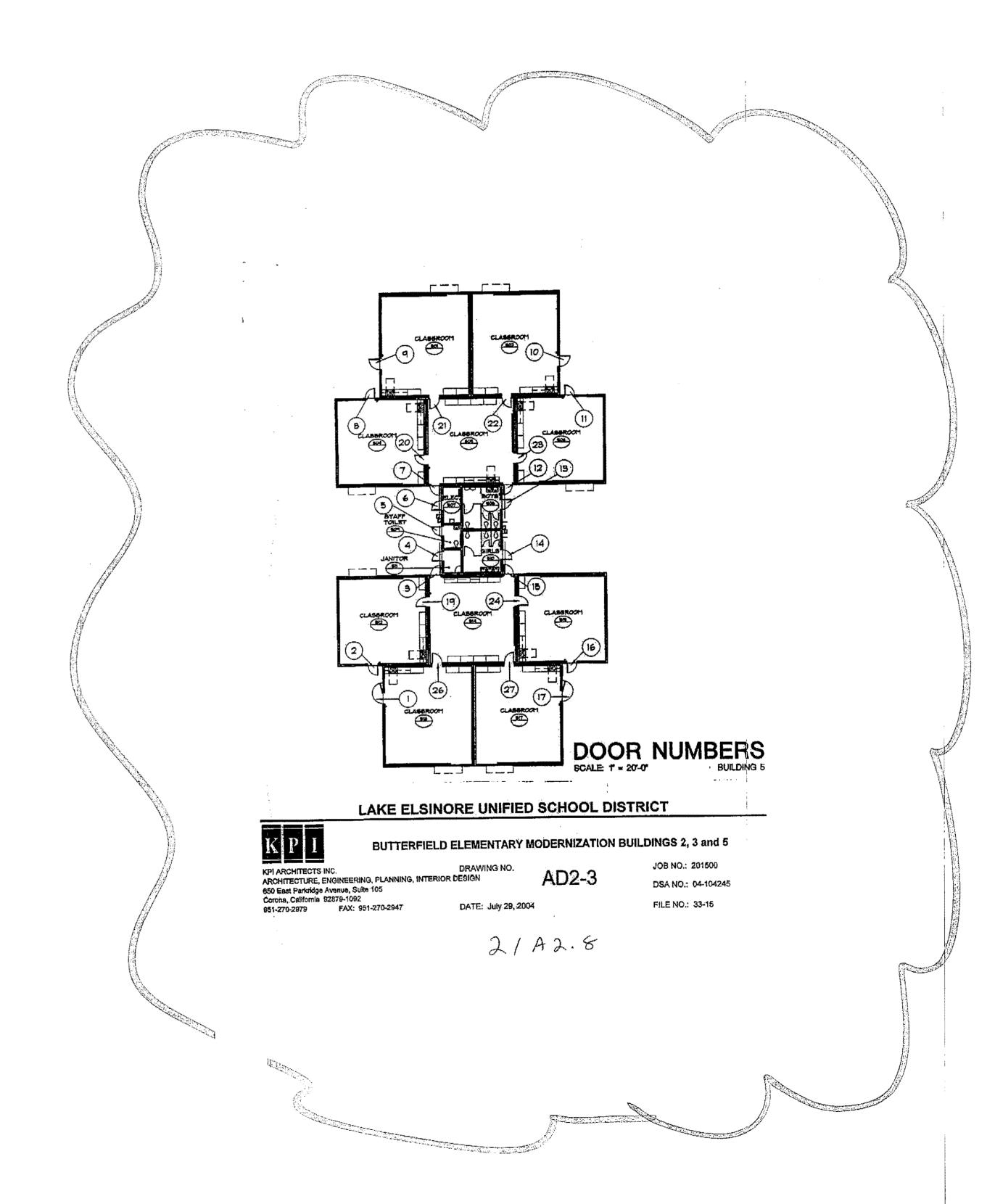


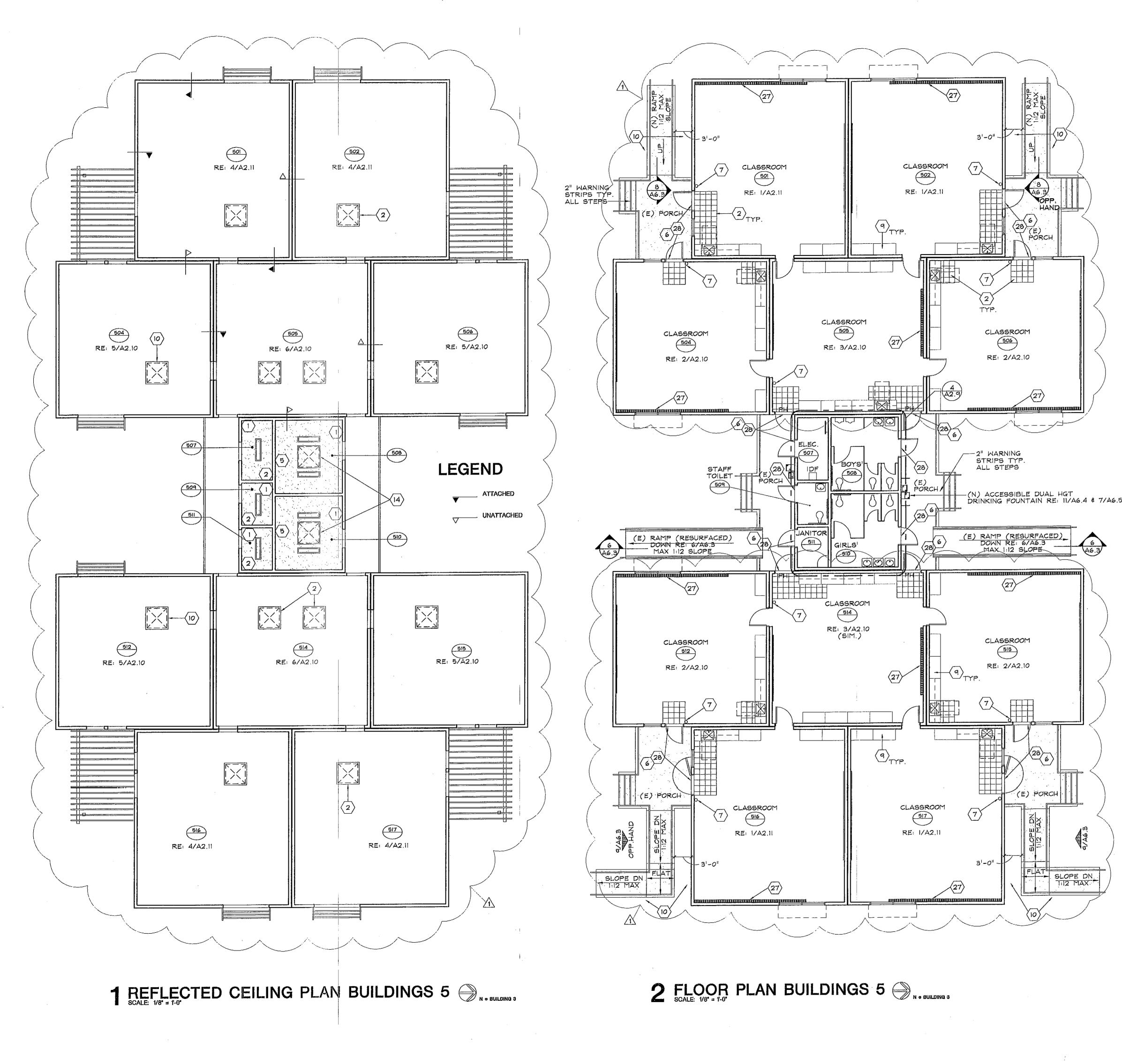


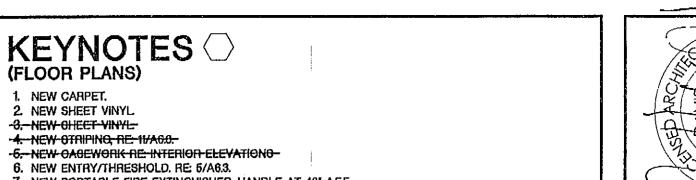
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LADD# 2







-4 -- NEW-OTRIPING, RE-11/A6.0. -6,-NEW-OASEWORK-RE-INTERIOR-ELEVATIONS-6. NEW ENTRY/THRESHOLD. RE: 5/A6.3. 7. NEW PORTABLE FIRE EXTINGUISHER, HANDLE AT 48' AFF.

-8. REPLACE EXISTING DRINKING FOUNTAIN WITH NEW. 9. EXISTING CASEWORK TO REMAIN. 10. NEW TYPE C ASPHALTIC CONCRETE PAVING AT AREAS OF EXISTING ASPHALTIC

PAVING REMOVED FOR RAMP CONSTRUCTION. -11. NEW CHAIR RAIL, RE: 12/A7.0. 12 NEW TYWON DRACKET. -13. NEW ACCESCIBLE SINK AND WORKSTATION, RE: 11/A6.2. -14-NEW-ACCEDGIBLE DRINKING FOUNTAIN, RE-10/ACC-

-16. NEW TEACHERO CADINET: W.LO. 501--16. REPLACE EXICTING FOLDING PARTITION WITH NEW. -17: REMOVE EXIDTING OADINETO AND SINKO. -18. REMOVE EXIOTING LOOKERS AND DAGE -19. NEW 5'-0'-HIGH-LIBRARY BHELVING -- 96W-x-60H-x-12D WITH TOP W.I.C. 621.

-20.NEW-OTORAGE-OABINET: W.O. 402-24'X40'X80."--23.NEW-OTUD-WALL-

-24. REPLACE EXICTING WINDOWS. --25.NEW HANDRAIL, RE: -26:NEW-FREE-STANDING-OTORAGE-CHIELVING-(OTAINLECO-CTEEL).-27. (N) POWER/DATA STRIP, RE: ELECTRICAL DRAWINGS. 28.(E) FLUSH TRANSITION THRESHOLD.

NOTE: NOT ALL KEYNOTES MAY BE USED ON THESE DRAWINGS. REFERENCING

- A REFER TO SHEET A0.2 FOR GENERAL NOTES AND THE ENGINEERING DRAWINGS FOR ADDITIONAL
- B. REFER TO SHEET A02 FOR GENERAL DEMOLITION
- C. REFER TO SHEET A02 FOR SYMBOLS AND
- ABBREVIATIONS. D. REFER TO SHEET A03 FOR GENERAL NOTES
- E REFER TO AS SHEET SERIES FOR GENERAL
- F. REFER TO A72 & DOOR SCHEDULE.
 G. REFER TO SHEET A8.1 FOR SIGNAGE

KEYNOTES (REFLECTED CEILING PLANS)

- 1. EXISTING CEILING TO REMAIN, PATCH AND REPAIR. 2. EXISTING SKYLIGHT TO REMAIN TYPICAL, U.O.N.
- 3. EXISTING MECHANICAL DIFFUSER TO REMAIN. 4. NEW CEILING.
- 5. NEW LIGHT FIXTURE. 6. NEW EXIT SIGN.
- 7. NEW SUSPENSION POINTS. 8. NEW RECESSED SPEAKER.
- 9. NEW EXHAUST FAN.
- 10. REPLACE (E) SKYLIGHT. REMOVE FROM STUDENT TOILETS. 11. NEW MECHANICAL DIFFUSER.
- 12. NEW EMERGENCY LIGHTING.
- 14. REMOVE (E) SKYLIGHT. PROVIDE 2x4 AT 16° O.C. INFILL FRAMING & 22 GAUGE SHEET METAL CAP AT TOP. PROVIDE 2x4 AT 16 O.C. INFILL FRAMING & 5/8" GYPSUM BOARD AT CEILING. PROVIDE SIMPSON A35 CLIP AT EACH END OF 2x4 INFILL FRAMING & ATTACH TO (E) WOOD FRAMING CLEAN (E) REMOVED SKYLIGHT & UTILIZE WHERE CLASSROOM REPLACEMENT SKYLIGHTS ARE

REFERENCING (REFLECTED CEILING PLANS)

REQUIRED, RE: 1/A25, 1/A27 & 1/A28.

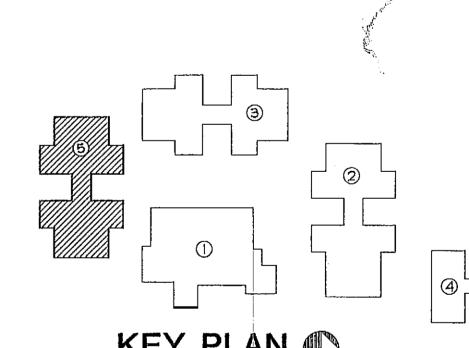
- A REFER TO DRAWING A02 FOR GENERAL NOTES AND THE **ENGINEERING DRAWINGS FOR ADDITIONAL INSTRUCTIONS**
- AND DIRECTIVES.

 B. REFER TO DRAWING A02 FOR GENERAL DEMOLITION NOTES.

 C. REFER TO DRAWING A02 FOR SYMBOLS AND ABBREVIATIONS.

 D. REFER TO A7 SERIES FOR FINISH SCHEDULE.

 E. REFER TO SHEET A4.1 FOR STANDARD CEILING NOTES AND DETAILS.



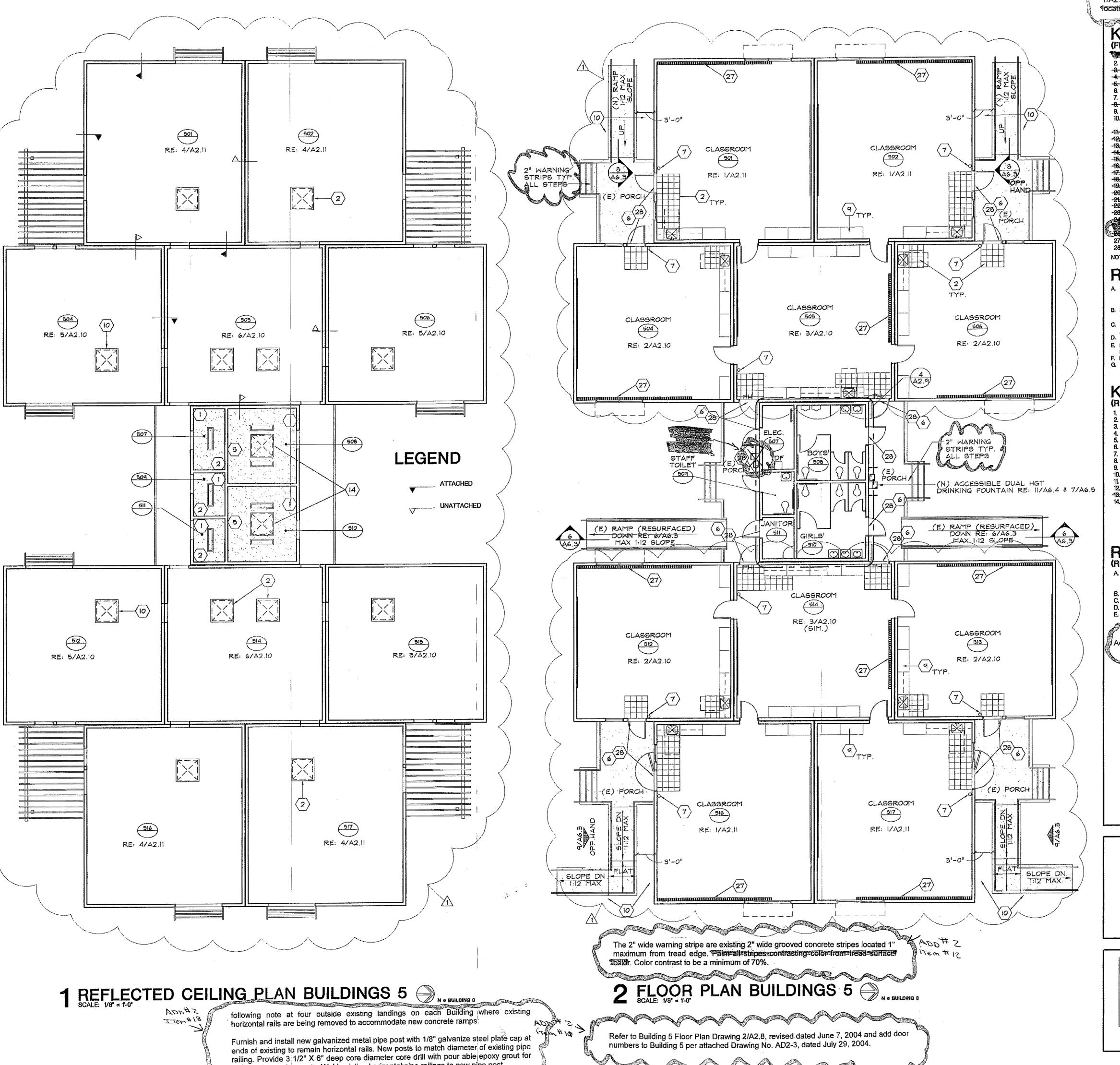
KEY PLAN

ADDENDUM NO. 1 PROJECT NO. : 201500 DATE: 12/14/01
REVISED DATE: 06/07/04 FLOOR & REFLECTED CEILING PLAN BUILDING 5

DSA STAMP

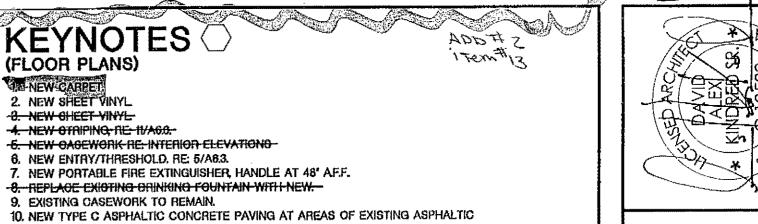
CONSULTANT

IDENTIFICATION STAMP DIV. OF THE STATE ARCHITECT



setting of new pipe posts. Weld existing horizontal pipe railings to new pipe post.

Add the Keynote 17 to all ten (10) classrooms in each Building. Refer to Drawings 1/A2.10, 2/A2.10, 3/A210, 1/A2.11 and 2/A2.11, dated June 17, 2004 for exact



SHOOD

MEM # 14

17em # 13

PAYING REMOVED FOR RAMP CONSTRUCTION. -12-NEW-TV/VOR-DRACKET.

-13: NEW-ACCECUIBLE CINK AND WORKOTATION, RE: 11/AC. 14. NEW AGGEGGIBLE DRINKING FOUNTAIN, RE. 19/AG2 15. NEW TEACHERS CABINET, WILD. 501-16. REPLACE EXICTING FOLDING PARTITION WITH NEW. -17. REMOVE-EXISTING-GABINETS AND SINKS.

18. REMOVE EXIOTING LOCKERO AND BACE 19. New 5-0" filgit library offelying. Gow x coft x 120 with top w.c. 621. 20.NEW OTORAGE GADINET, WILD. 402-24'X40'X00."

NEW HANDRAIGHE BROWINGS ADI-S DAGED JOILET, 2004 27. (N) POWER/DATA STRIP, RE ELECTRICAL DRAWINGS

28.(E) FLUSH TRANSITION THRESHOLD. NOTE: NOT ALL KEYNOTES MAY BE USED ON THESE DRAWINGS.

REFERENCING

THE ENGINEERING DRAWINGS FOR ADDITIONAL Information. B. REFER TO SHEET A02 FOR GENERAL DEMOLITION

C. REFER TO SHEET A02 FOR SYMBOLS AND

D. REFER TO SHEET A03 FOR GENERAL NOTES E. REFER TO A6 SHEET SERIES FOR GENERAL

F. REFER TO A72 & DOOR SCHEDULE Q. REFER TO SHEET AB! FOR SIGNAGE

KEYNOTES ((REFLECTED CEILING PLANS)

1. EXISTING CEILING TO REMAIN, PATCH AND REPAIR. 2. EXISTING SKYLIGHT TO REMAIN TYPICAL, U.O.N. 3. EXISTING MECHANICAL DIFFUSER TO REMAIN.

4. NEW CEILING. 5. NEW LIGHT FIXTURE 6. NEW EXIT SIGN.

7. NEW SUSPENSION POINTS. 8. NEW RECESSED SPEAKER. 9. NEW EXHAUST FAN.

10. REPLACE (E) SKYLIGHT. REMOVE FROM STUDENT TOILETS. 11. NEW MECHANICAL DIFFUSER.

12. NEW EMERGENCY LIGHTING. 14. REMOVE (E) SKYLIGHT. PROVIDE 2x4 AT 16° O.C. INFILL FRAMING & 22 GAUGE SHEET METAL CAP AT TOP. PROVIDE 2x4 AT 18 O.C. INFILL FRAMING & 5/8° GYPSUM BOARD AT CEILING. PROVIDE SIMPSON A35 CLIP AT EACH END OF 2x4 INFILL FRAMING & ATTACH TO (E) WOOD FRAMING CLEAN

REFERENCING

REQUIRED, RE: 1/A25, 1/A27 & 1/A28.

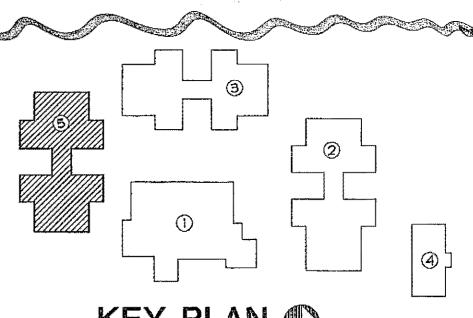
(REFLECTED CEILING PLANS) A REFER TO DRAWING A02 FOR GENERAL NOTES AND THE

ENGINEERING DRAWINGS FOR ADDITIONAL INSTRUCTIONS AND DIRECTIVES. B. REFER TO DRAWING A02 FOR GENERAL DEMOLITION NOTES. C. REFER TO DRAWING A02 FOR SYMBOLS AND ABBREVIATIONS.

S #dODA D. REFER TO A7 SERIES FOR FINISH SCHEDULE. E. REFER TO SHEET AA1 FOR STANDARD CEILING NOTES AND DETAILS.

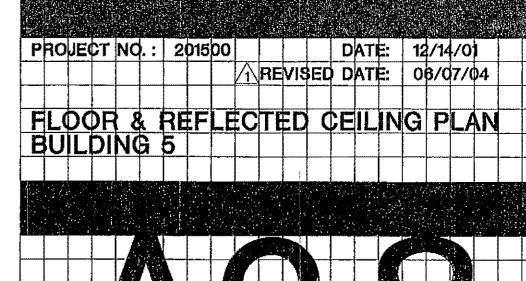
Add Kevnote 25 to both sides of two existing ramps at Buildings 2, 3 and 5.

(E) REMOVED SKYLIGHT & UTILIZE WHERE CLASSROOM REPLACEMENT SKYLIGHTS ARE



KEY PLAN

ADDENDUM NO. 1

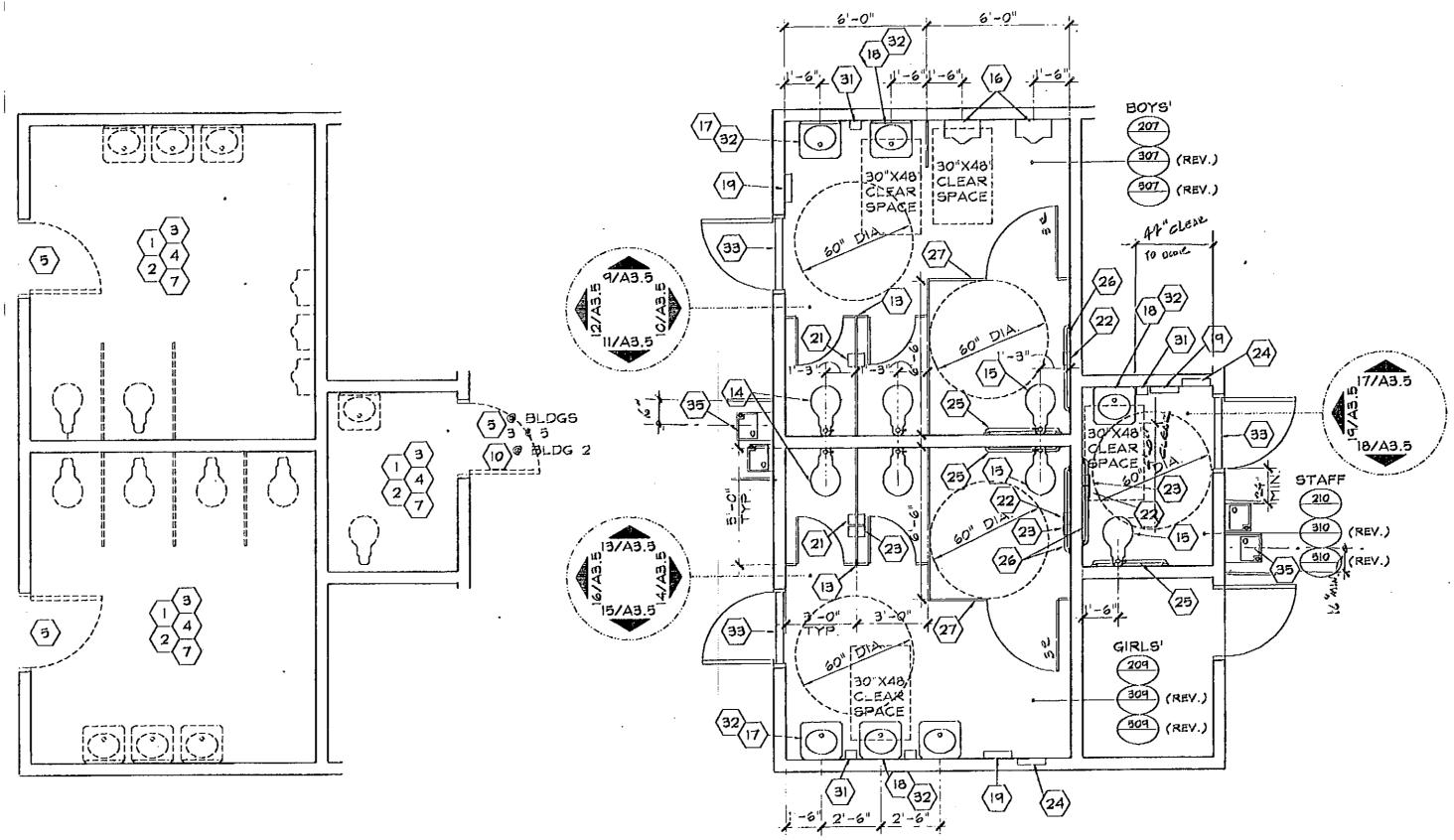


IDENTIFICATION STAMP DIV. OF THE STATE ARCHITECT

CONSULTANT



DSA STAMP



1 NOT USED

2 NOT USED

22.NEW ACCESSIBLE TOILET PAPER DISPENSER

30 PATCH AND REPAIR EXISTING FLOOR FINISH.

32.NEW MIRROR - SEE DETAIL 2 OR 3/A6.3.
33.NEW MARBLE THRESHOLD RE: 2/A6.2.
34.EXISTING WINDOW W/ NEW FROSTED GLASS.

23.NEW SANITARY NAPKIN DISPOSAL. 24.NEW SANITARY NAPKIN DISPENSER.

27. ACCESSIBLE STALL, RE: 3/A6.4. 28.NEW STUD PARTITION.

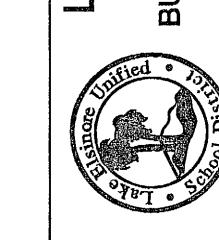
29.NEW FLOOR FINISH.

31, NEW SOAP DISPENSER.

25.NEW 36' LONG GRAB BAR, RE: 4/A63.

28.NEW 48" LONG GRAB BAR, RE: 4/A8.3.

3 ENLARGED TOILET (REV) BUILDING 3 NORTH (REV) BUILDING 5 NORTH 4 ENLARGED TOILET
FLOOR PLAN
SCALE 1/4' = 1-0' BUILDING 2 NOR BUILDING 2 NORTH (REV.) BUILDING 3 NORTH (REV) BUILDING 5 NORTH





KEYNOTES (

ENLARGED TOILET:

 REMOVE EXISTING TOILET ACCESSORIES AND DEVICES.
 REMOVE EXISTING TOILET ROOM FIXTURES. 3. REMOVE EXISTING TOILET PARTITIONS. 4. REMOVE EXISTING CERAMIC FLOOR TILE 5. REMOVE EXISTING CERAMIC FLOOR TILE.

6. REMOVE EXISTING DOOR, FRAME, AND THRESHOLD.

6. REMOVE PORTION OF EXISTING WALL, FINISHES, AND CURBS (WHERE OCCURS) AS REQUIRED BY NEW TOILET ROOM LAYOUT.

7. REMOVE EXISTING CERAMIC TILE. 8. EXISTING FLOOR FINISH TO REMAIN. 9. EXISTING WINDOW TO REMAIN. 10. EXISTING DOOR AND FRAME TO REMAIN. 11. EXISTING WALL FINISH TO REMAIN. 12 REMOVE EXISTING DRINKING FOUNTAIN.

13. NEW TOILET PARTITIONS, RE: 3/ABA 14 NEW STANDARD WATER CLOSET. 15. NEW ACCESSIBLE WATER CLOSET. 18. NEW STANDARD AND ACCESSIBLE URINAL 17. NEW STANDARD LAVATORY - SEE DETAIL 12/A8.2.
18. NEW ACCESSIBLE LAVATORY - SEE DETAIL 12/A8.2. 19. NEW PAPER TOWEL DISPENSER.

20.NEW TRASH RECEPTACLE. 21 NEW STANDARD TOILET PAPER DISPENSER NOTE: NOT ALL KEYNOTES MAY BE USED ON THESE DRAWINGS.

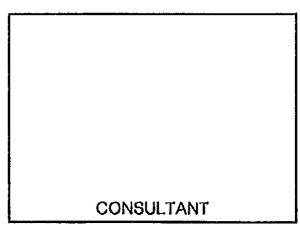
REFERENCING

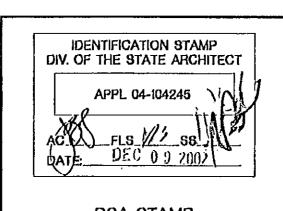
FLOOR PLAN:

A REFER TO SHEET A02 FOR GENERAL NOTES AND ADDITIONAL INSTRUCTIONS AND DIRECTIVES.

B. REFER TO SHEET A02 FOR GENERAL DEMOLITION

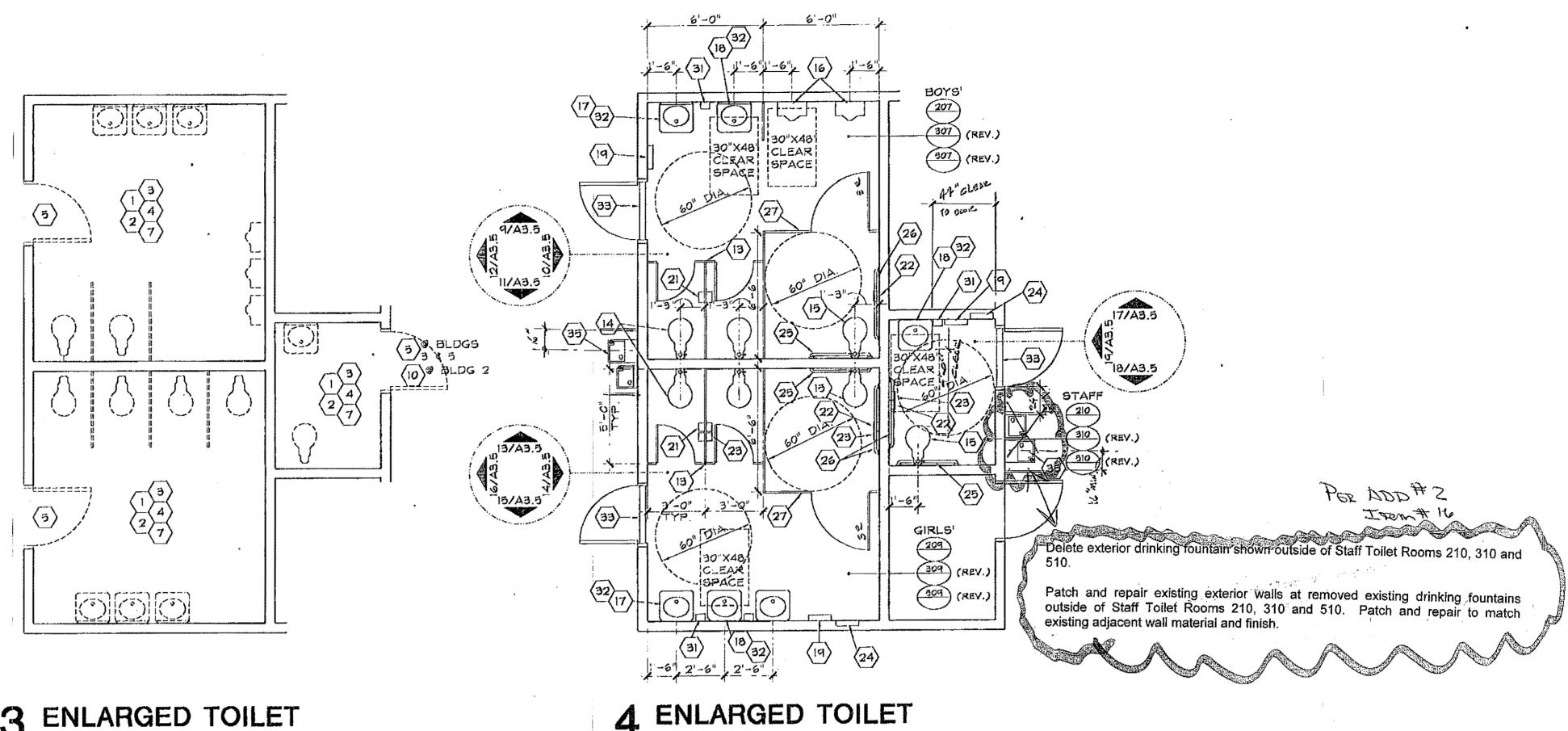
C. REFER TO SHEET A02 FOR SYMBOLS AND ABBREVIATIONS.
D. REFER TO A6 SERIES FOR GENERAL DETAILS.
E. REFER TO A7 SERIES FOR FINISH SCHEDULE.
F. REFER TO A7 SERIES FOR DOOR SCHEDULE.
G. REFER TO SHEET A6.1 FOR SIGNAGE.







DSA STAMP



1 NOT USED

2 NOT USED

22.NEW ACCESSIBLE TOILET PAPER DISPENSER

30 PATCH AND REPAIR EXISTING FLOOR FINISH.

32.NEW MIRROR - SEE DETAIL 2 OR 3/A63.
33.NEW MARBLE THRESHOLD RE: 2/A62.
34.EXISTING WINDOW W/ NEW EROSTED GLASS.

35. New high/low accessible drinking fountain. Refer to Drawings 11/A6.4 and 7/A6.5

23.NEW SANITARY NAPKIN DISPOSAL 24.NEW SANITARY NAPKIN DISPENSER.

25.NEW 36" LONG GRAB BAR, RE: 4/A6.3.

26.NEW 48' LONG GRAB BAR, RE: 4/A8.3.

27. ACCESSIBLE STALL, RE: 3/A6.4. 28.NEW STUD PARTITION.

29.NEW FLOOR FINISH

31. NEW SOAP DISPENSER

3 ENLARGED TOILET

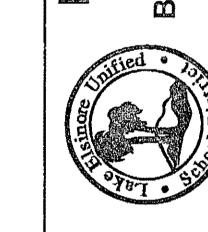
(REV) BUILDING 3 NORTH

(REV) BUILDING 6 NORTH

4 ENLARGED TOILET FLOOR PLAN

BUILDING 2 NORTH (REV.) BUILDING 3 NORTH

(REV) BUILDING 6 NOATH





KEYNOTES (

ENLARGED TOILET:

- REMOVE EXISTING TOILET ACCESSORIES AND DEVICES.
 REMOVE EXISTING TOILET ROOM FIXTURES. 3. REMOVE EXISTING TOILET PARTITIONS.
- 4. REMOVE EXISTING CERAMIC FLOOR TILE 5. REMOVE EXISTING DOOR, FRAME, AND THRESHOLD. 6. REMOVE PORTION OF EXISTING WALL, FINISHES, AND CURBS (WHERE OCCURS) AS REQUIRED BY NEW TOILET
- ROOM LAYOUT. 7. REMOVE EXISTING CERAMIC TILE. 8. EXISTING FLOOR FINISH TO REMAIN.
- 9. EXISTING WINDOW TO REMAIN. 10. EXISTING DOOR AND FRAME TO REMAIN. 11. EXISTING WALL FINISH TO REMAIN. 12 REMOVE EXISTING DRINKING FOUNTAIN. 13, NEW TOILET PARTITIONS, RE: 3/A8A
- 14. NEW STANDARD WATER CLOSET. 15. NEW ACCESSIBLE WATER CLOSET. 18. NEW STANDARD AND ACCESSIBLE URINAL 17. NEW STANDARD LAVATORY - SEE DETAIL 12/A6.2
- 18. NEW ACCESSIBLE LAVATORY SEE DETAIL 12/A62 19. NEW PAPER TOWEL DISPENSER.
- 20.NEW TRASH RECEPTACLE. 21 NEW STANDARD TOILET PAPER DISPENSER

NOTE: NOT ALL KEYNOTES MAY BE USED ON THESE DRAWINGS.

REFERENCING

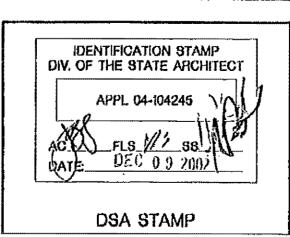
FLOOR PLAN:

S #GdA

ITEM # 17

- A REFER TO SHEET A02 FOR GENERAL NOTES AND ADDITIONAL INSTRUCTIONS AND DIRECTIVES.

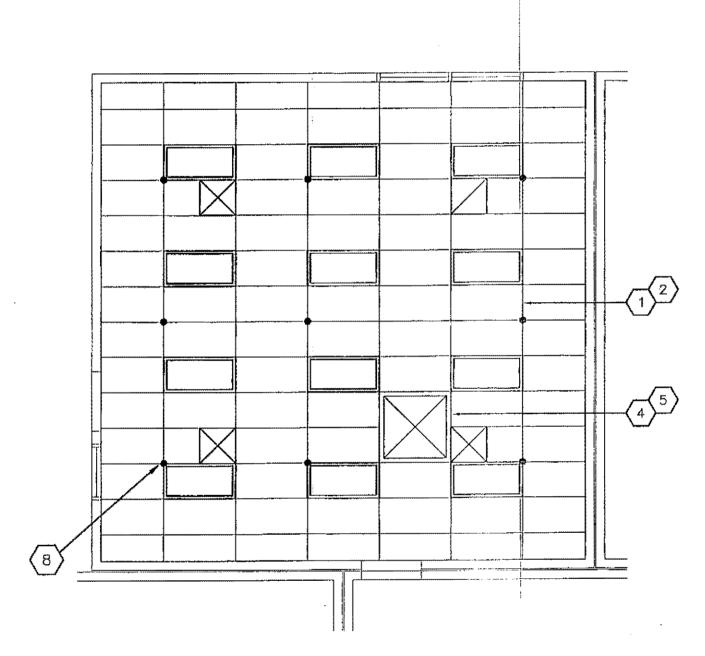
 B. REFER TO SHEET A02 FOR GENERAL DEMOLITION
- C. REFER TO SHEET AU2 FOR SYMBOLS AND
- ABBREVIATIONS.
 D. REFER TO AS SERIES FOR GENERAL DETAILS.
- E REFER TO AT SERIES FOR FINISH SCHEDULE F. REFER TO AT SERIES FOR DOOR SCHEDULE
- Q. REFER TO SHEET AGI FOR SIGNAGE.



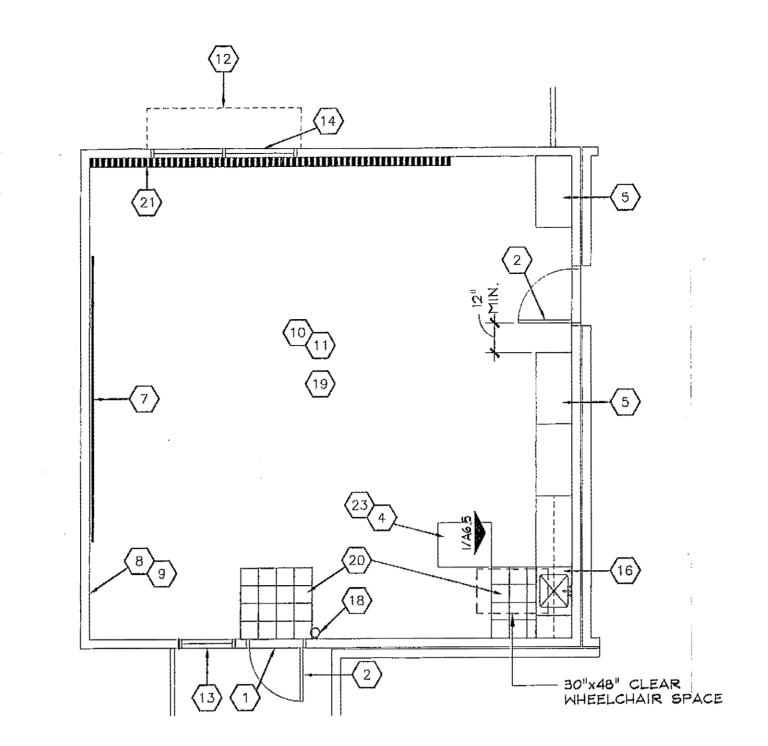
CONSULTANT



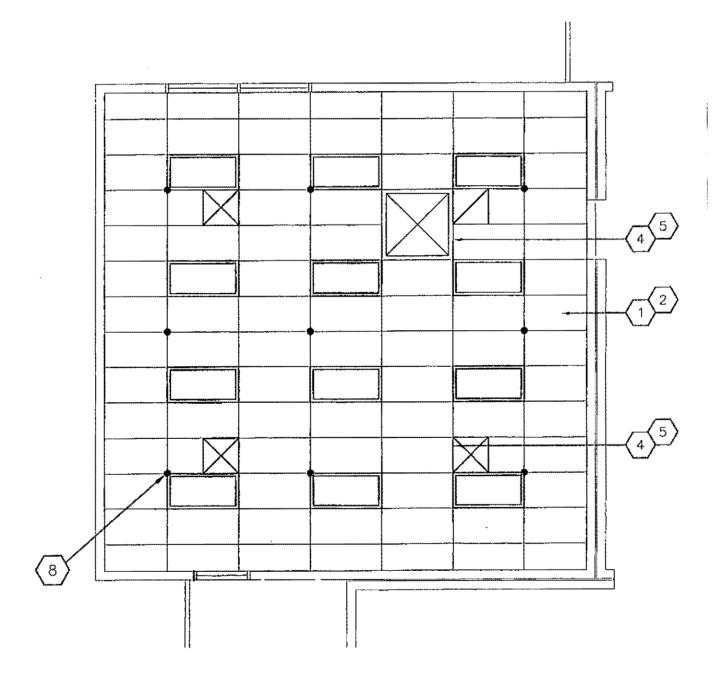
TYPICAL CLASSROOM - TYPE A FLOOR PLAN SCALE: 3/16" = 1'-0"



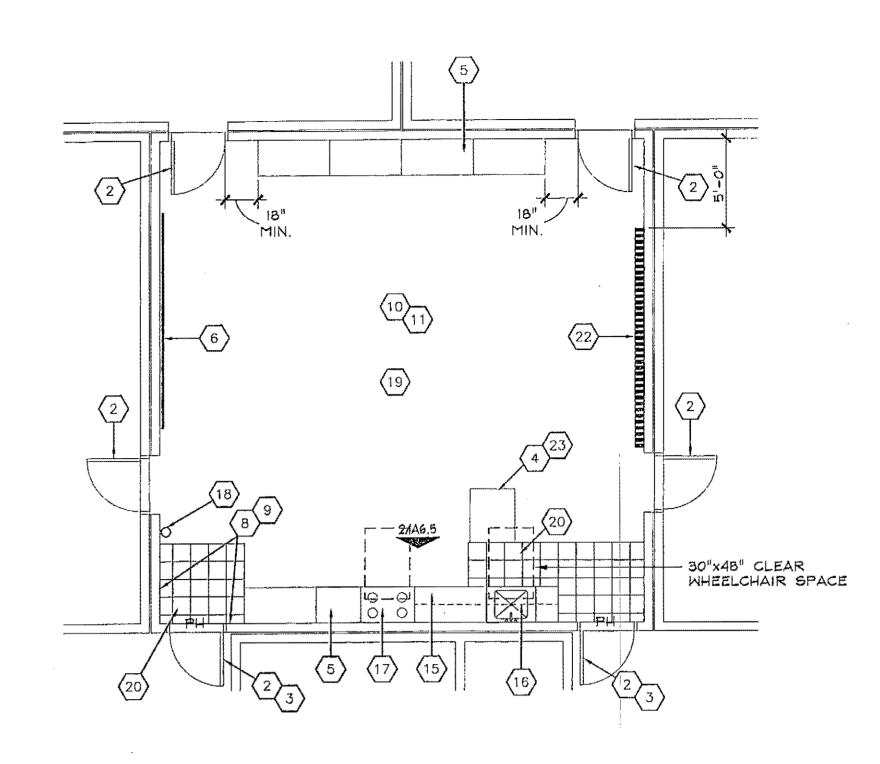
4 TYPICAL CLASSROOM - TYPE A REFLECTED CEILING PLAN



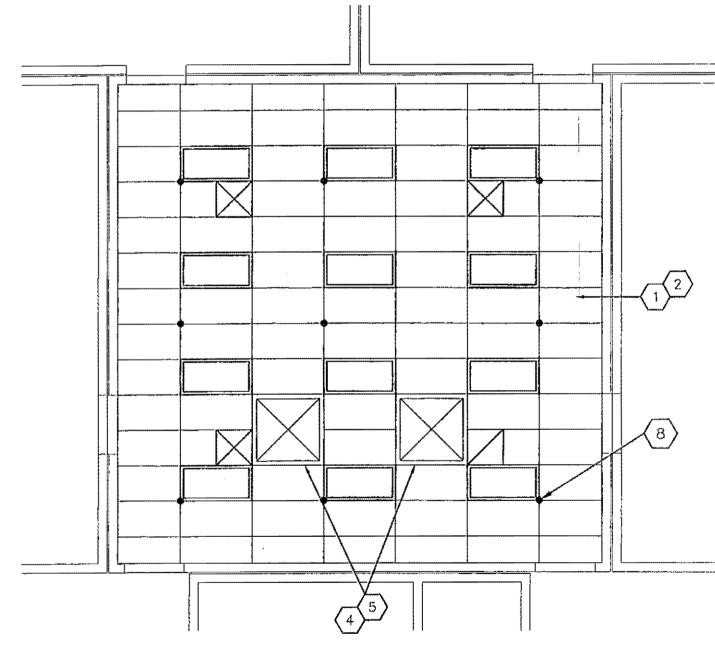
2 TYPICAL CLASSROOM - TYPE B FLOOR PLAN SCALE: 3/16" = 1-0"



5 TYPICAL CLASSROOM - TYPE B REFLECTED CEILING PLAN



3 TYPICAL CLASSROOM - TYPE C FLOOR PLAN SCALE: 3/16" = 1-0"



6 TYPICAL CLASSROOM - TYPE C REFLECTED CEILING PLAN SCALE: 3/16" = 1'-0"

KEYNOTES:

- 1. EXTERIOR DOOR WITH EXISTING FLUSH TRANSITION. 2. PAINT (E) DOOR AND FRAME.
- 3. EXISTING DOOR WITH PANIC HARDWARE. 4. EXISTING 2'-6"x3'-0" CRAWL SPACE ACCESS DOOR IN EACH CLASSROOM TO REMAIN, LOCATION VARIES.
- 5. EXISTING CASEWORK TO REMAIN. 6. EXISTING 4'-0"x12'-0" MARKERBOARD TO REMAIN.
- 7. EXISTING 4'-0"x16'-0" MARKERBOARD TO REMAIN. 8. EXISTING VINYL WALL COVERING. RE-GLUE AND ATTACHED
- ALL LOOSE WALL COVERING IN ROOM TYPICAL 9. PAINT ALL EXISTING VINYL WALL COVERING IN ROOM TYPICAL
- 10. REMOVE ALL EXISTING FLOOR COVERINGS IN ROOM. 11. REMOVE AND REPLACE ALL EXISTING 4" RESILIENT PHASE IN ROOM.
- 12. REMOVE EXISTING WOOD SUNSCREEN TYPICAL, RE: 3/A8.5. 13. EXISTING 4'-0"X4'-0" WINDOW - REMOVE EXISTING HORIZONTAL
- BLINDS AND PROVIDE NEW VERTICAL BLINDS. 14. EXISTING 4'-0"x8'-0" WINDOW - REMOVE EXISTING HORIZONTAL
- BLINDS AND PROVIDE NEW VERTICAL BLINDS. 15. REPLACE EXISTING COUNTER TOP, EDGE AND SPLASH. NEW
- COUNTER TOP, EDGE AND SPLASH MATCH EXISTING. PLASTIC LAMINATE COLOR AS SELECTED BY ARCHITECT.
- 18. REMOVE EXISTING 48" WIDE CABINET AND SINK ASSEMBLY, PROVIDE NEW CABINET (RE: 10/A6.2 AND 11/A6.2) AND SINK ASSEMBLY.

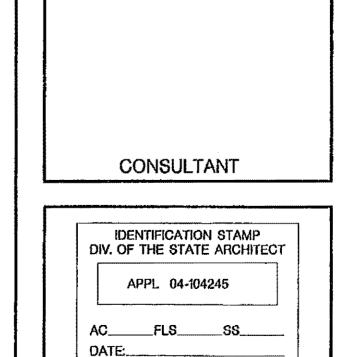
- 17. AT BUILDING 2, ROOM 205 REMOVE EXISTING 36" WIDE CABINET AT COOKTOP. PROVIDE NEW CABINET AND REINSTALL EXISTING COOKTOP. 18. NEW 2A-10B:C FIRE EXTINGUISHER. HANDLE AT 48" A.F.F. MAXIMUM.
- 4" MAXIMUM PROJECTION FROM WALL
- 19. NEW CARPET. 20. NEW SHEET VINYL FLOORING.
- 21. NEW 20'-0" LONG POWER/DATA STRIP WITH 6 OUTLETS/PORTS MOUNTED AT +15"AF.F.
- 22. NEW 12'-0" LONG POWER/DATA STRIP WITH 4 OUTLETS/PORTS MOUNTED AT +15"AFF. REMOVE EXISTING DATA PORTS IN ROOM
- 23. PROVIDE TRIM AT ACCESS DOOR PERIMETER FOR FLOOR COVERINGS.

KEYNOTES: REFLECTED CEILING PLAN

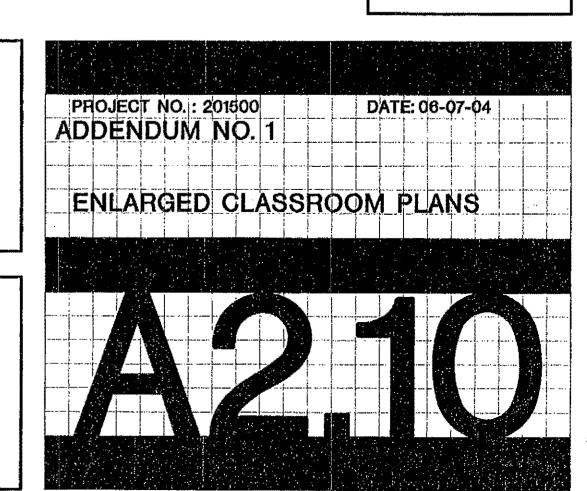
- 1. REMOVE EXISTING SUSPENDED ACOUSTICAL CEILING SYSTEM.
- 2. NEW SUSPENDED ACOUSTICAL CEILING RE: DRAWING A4.1. 3. EXISTING 4'-0"x4'-0" SKYLIGHT TO REMAIN. REMOVE ALL EXISTING SUNSHADE DEVICE PAINT SKYLIGHT WOOD TRIM AND SKYLIGHT SHAFT.
- 4. EXISTING SKYLIGHT, CLEAN SKYLIGHT INSIDE AND OUTSIDE. 5. REFER TO 1/A2.5, 1/A2.7 & 1/A2.8 FOR SKYLIGHT REPLACEMENT
- REQUIREMENTS. 8. NEW EMERGENCY EXIT SIGN TYPICAL
- 7. EXISTING FOLDING PARTITION TRACK TO REMAIN. 8. COMPRESSION STRUT LOCATION TYP.

GENERAL NOTES: REFLECTED CEILING PLAN

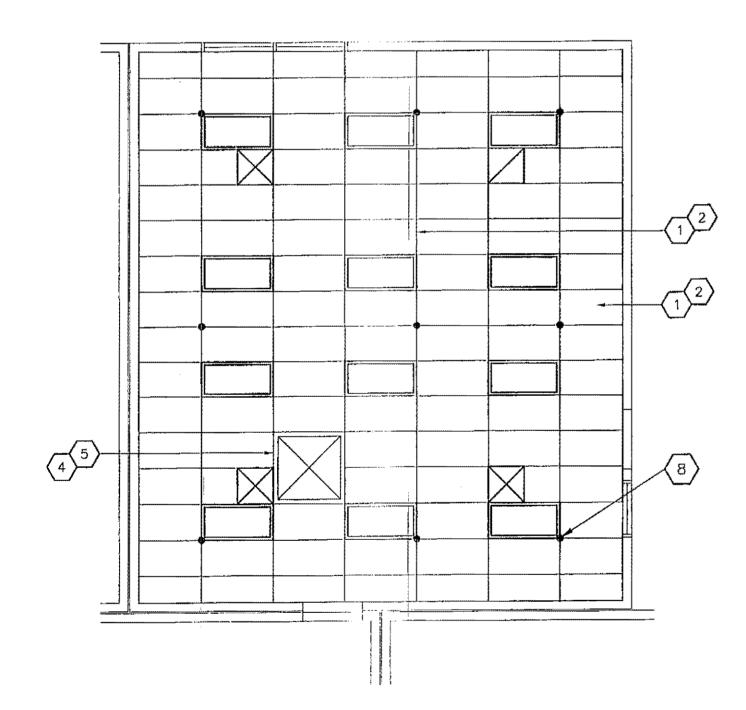
- CENTER NEW LIGHTS IN ROOM IN BOTH DIRECTIONS UNLESS OTHERWISE NOTED.
- 2. PROVIDE COMPRESSION STRUTS AT 12-0" ON CENTER EACH WAY.
- MAXIMUM COMPRESSION STRUT DISTANCE FROM WALL 6'-0".
- 3. REFER A4.1 FOR TYPICAL CEILING DETAILS.



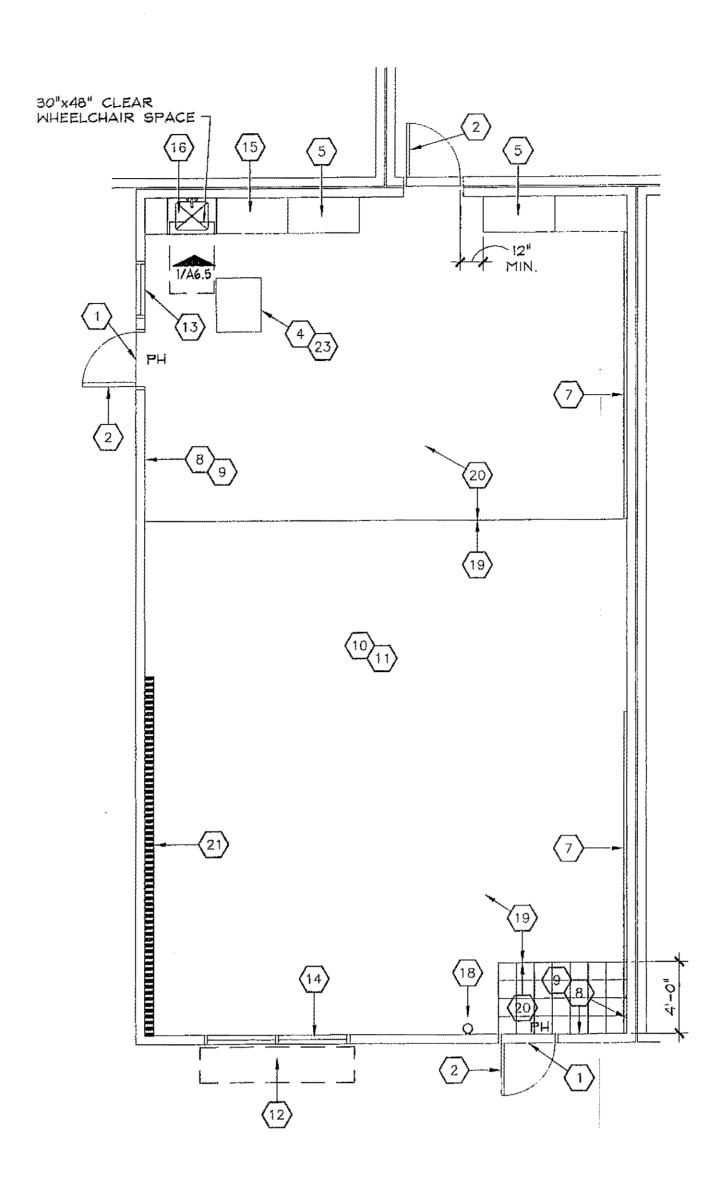
DSA STAMP



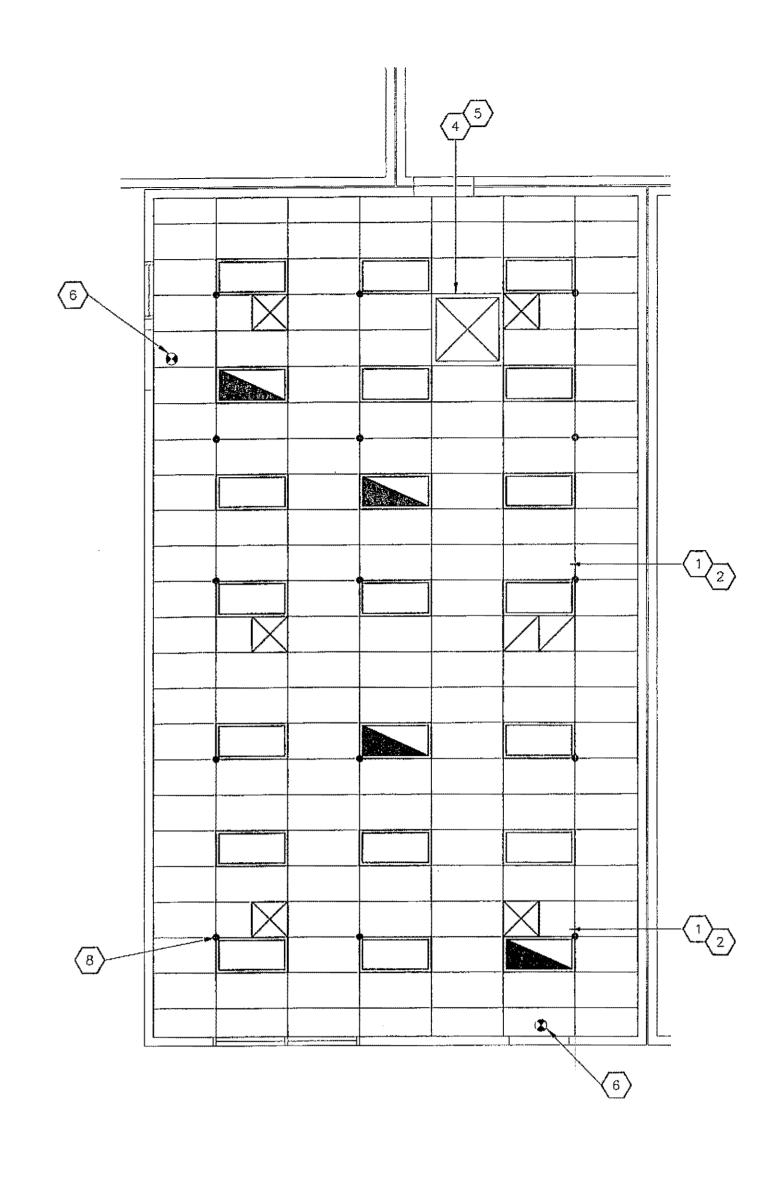
1 TYPICAL CLASSROOM - TYPE D FLOOR PLAN SCALE: 3/16' = 11-0'



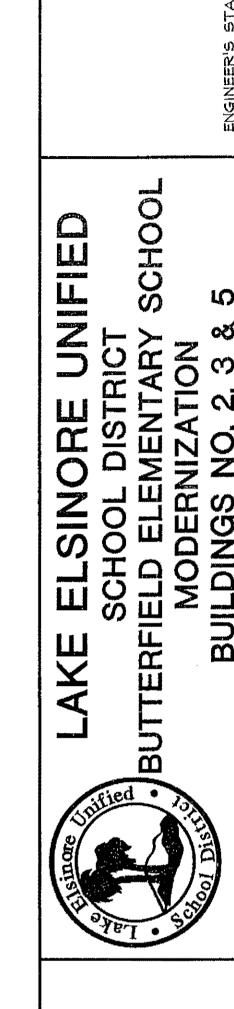
4 TYPICAL CLASSROOM - TYPE D
REFLECTED CEILING PLAN
SCALE: 3/16" = 1-0"



2 TYPICAL CLASSROOM - TYPE E FLOOR PLAN SCALE: 3/16" = 1-0"



3 TYPICAL CLASSROOM - TYPE E REFLECTED CEILING PLAN
SCALE: 3/16" = 1'-0"



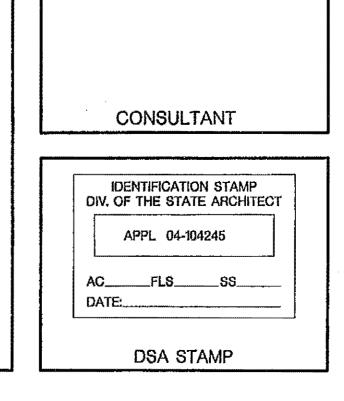


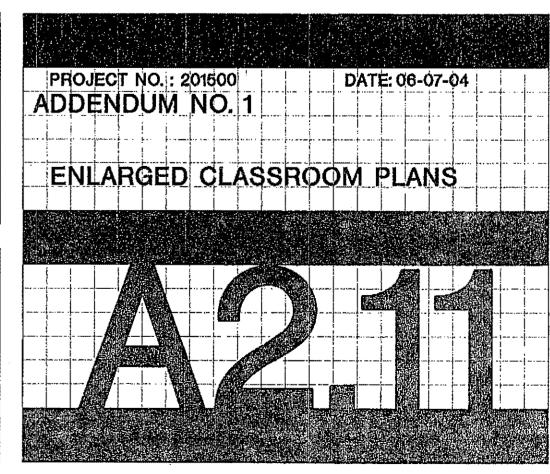
◯KEYNOTES: REFLECTED CEILING PLAN

- 1. REMOVE EXISTING SUSPENDED ACOUSTICAL CEILING SYSTEM. 2. NEW SUSPENDED ACOUSTICAL CEILING RE: DRAWING A4.1. 3. EXISTING 4'-0"x4'-0" SKYLIGHT TO REMAIN. REMOVE ALL EXISTING
- SUNSHADE DEVICE PAINT SKYLIGHT WOOD TRIM AND SKYLIGHT SHAFT. 4. EXISTING SKYLIGHT, CLEAN SKYLIGHT INSIDE AND OUTSIDE. 5. REFER TO 1/A2.5, 1/A2.7 & 1/A2.8 FOR SKYLIGHT REPLACEMENT REQUIREMENTS.
- 8. NEW EMERGENCY EXIT SIGN TYPICAL 7. EXISTING FOLDING PARTITION TRACK TO REMAIN. 22. NEW 12-0" LONG POWER/DATA STRIP WITH 4 OUTLETS/PORTS 8. COMPRESSION STRUT LOCATION TYP.

GENERAL NOTES:

- 1 CENTER NEW LIGHTS IN ROOM IN BOTH DIRECTIONS UNLESS
- 3. REFER A4.1 FOR TYPICAL CEILING DETAILS.





◯KEYNOTES: FLOOR PLAN

1. EXTERIOR DOOR WITH EXISTING FLUSH TRANSITION.

2. PAINT (E) DOOR AND FRAME.

3. EXISTING DOOR WITH PANIC HARDWARE 4. EXISTING 2'-6"X3'-0" CRAWL SPACE ACCESS DOOR IN EACH CLASSROOM TO REMAIN. LOCATION VARIES. 5. EXISTING CASEWORK TO REMAIN.

6. EXISTING 4'-0"x12'-0" MARKERBOARD TO REMAIN. 7. EXISTING 4'-0"x16'-0" MARKERBOARD TO REMAIN. 8. EXISTING VINYL WALL COVERING. RE-GLUE AND ATTACHED ALL LOOSE WALL COVERING IN ROOM TYPICAL 9. PAINT ALL EXISTING VINYL WALL COVERING IN ROOM TYPICAL 10. REMOVE ALL EXISTING FLOOR COVERINGS IN ROOM.

11. REMOVE AND REPLACE ALL EXISTING 4" RESILIENT PHASE IN ROOM. 12. REMOVE EXISTING WOOD SUNSCREEN TYPICAL, RE: 3/A8.5. 13. EXISTING 4'-0"X4'-0" WINDOW - REMOVE EXISTING HORIZONTAL BLINDS AND PROVIDE NEW VERTICAL BLINDS. EXISTING 4'-0"x8'-0" WINDOW - REMOVE EXISTING HORIZONTAL

BLINDS AND PROVIDE NEW VERTICAL BLINDS. REPLACE EXISTING COUNTER TOP, EDGE AND SPLASH. NEW COUNTER TOP, EDGE AND SPLASH MATCH EXISTING. PLASTIC LAMINATE COLOR AS SELECTED BY ARCHITECT.

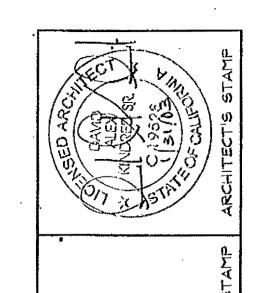
16. REMOVE EXISTING 48" WIDE CABINET AND SINK ASSEMBLY, PROVIDE NEW CABINET (RE: 10/A6.2 AND 11/A6.2) AND SINK ASSEMBLY. 17. AT BUILDING 2, ROOM 206 REMOVE EXISTING 36" WIDE

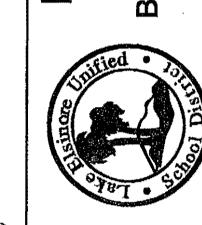
CABINET AT COOKTOP, PROVIDE NEW CABINET AND REINSTALL EXISTING COOKTOP. 18. NEW 2A-10B:C FIRE EXTINGUISHER. HANDLE AT 48" AF.F. MAXIMUM. 4" MAXIMUM PROJECTION FROM WALL

19. NEW CARPET. 20. NEW SHEET VINYL FLOORING. 21. NEW 20'-0" LONG POWER/DATA STRIP WITH 6 OUTLETS/PORTS MOUNTED AT +15"A.F.F.

MOUNTED AT +15"AF.F. REMOVE EXISTING DATA PORTS IN ROOM 23. PROVIDE TRIM AT ACCESS DOOR PERIMETER FOR FLOOR COVERINGS.

OTHERWISE NOTED. 2. PROVIDE COMPRESSION STRUTS AT 12-0" ON CENTER EACH WAY.
MAXIMUM COMPRESSION STRUT DISTANCE FROM WALL - 6-0".



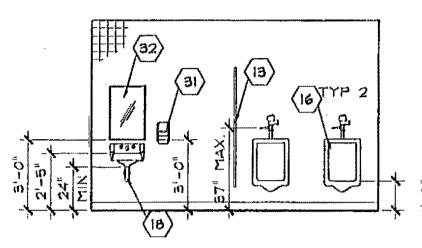


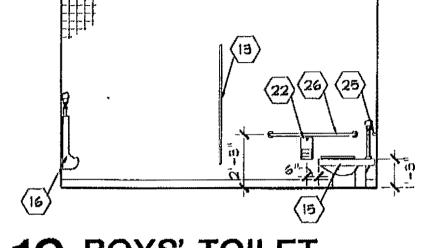
2 NOT USED 3 NOT USED

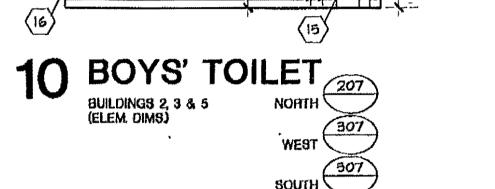
4 NOT USED

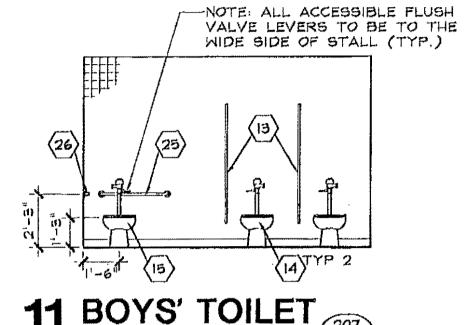
5 NOT USED

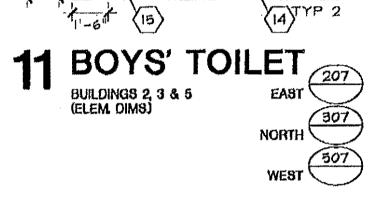
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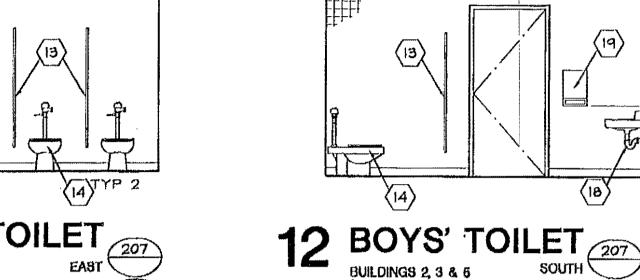


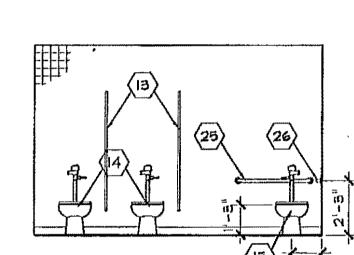








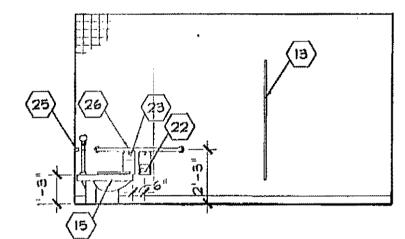




1 NOT USED

7 NOT USED

13 GIRLS' TOILET
BUILDINGS 2, 3 & 6 WEST
(ELEM. DIMS)



8 NOT USED



22 NEW ACCESSIBLE TOILET PAPER DISPENSER (RECESSED).

24.NEW SANITARY NAPKIN DISPENSER.

26.NEW 42' LONG GRAB BAR 27.ACCESSIBLE STALL - SEE DETAIL 1/A6A 28.NEW STUD PARTITION.

32.NEW MIRROR - SEE DETAIL 2 OR 3/A6.3.

30.PATCH AND REPAIR EXISTING FLOOR FINISH.

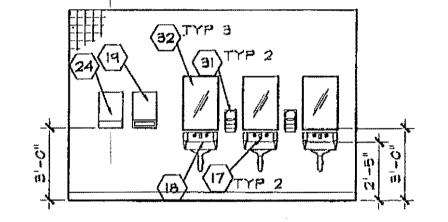
33.EXISTING WINDOW W/ NEW FROSTED GLASS.

25.NEW 36' LONG GRAB BAR.

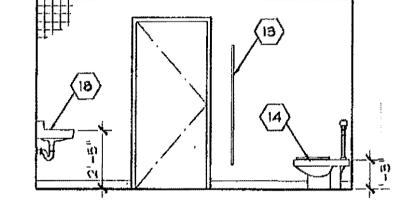
29.NEW FLOOR FINISH.

31. NEW SOAP DISPENSER.

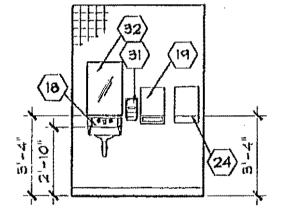
23.NEW SANITARY NAPKIN DISPOSAL - (ACCESSIBLE, RECESSED).



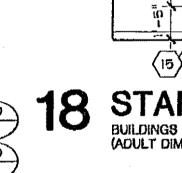




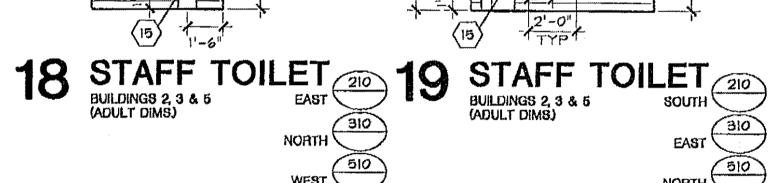












ALL INTERIOR ELEVATIONS ARE 1/4" = 1'-0" UNLESS OTHERWISE NOTED

KEYNOTES (

TOILET ELEVATIONS: 1. REMOVE EXISTING TOILET ACCESSORIES AND DEVICES. 2. REMOVE EXISTING TOILET ROOM FIXTURES. 3. REMOVE EXISTING TOILET PARTITIONS. 4. REMOVE EXISTING CERAMIC FLOOR TILE

5. REMOVE EXISTING DOOR, FRAME, AND THRESHOLD. 6. REMOVE PORTION OF EXISTING WALL, FINISHES, AND CURBS (WHERE OCCURS) AS REQUIRED BY NEW TOILET ROOM LAYOUT. 7. REMOVE EXISTING CERAMIC TILE 8. EXISTING FLOOR FINISH TO REMAIN. 9. EXISTING WINDOW TO REMAIN. 10. EXISTING DOOR AND FRAME TO REMAIN.

11. EXISTING WALL FINISH TO REMAIN. 12 REMOVE EXISTING DRINKING FOUNTAIN. 13. NEW TOILET PARTITIONS, RE: 1/A8A. 14. NEW STANDARD WATER CLOSET. 15. NEW ACCESSIBLE WATER CLOSET. 16. NEW STANDARD AND ACCESSIBLE URINAL 17. NEW STANDARD LAVATORY - SEE DETAIL 12/A6.2. 18. NEW ACCESSIBLE LAVATORY - SEE DETAIL 12/A62. 19. NEW PAPER TOWEL DISPENSER.

20.NEW TRASH RECEPTACLE. 21 NEW STANDARD TOILET PAPER DISPENSER. NOTE: NOT ALL KEYNOTES MAY BE USED ON THESE DRAWINGS.

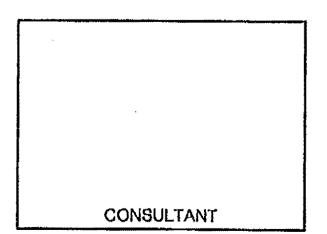
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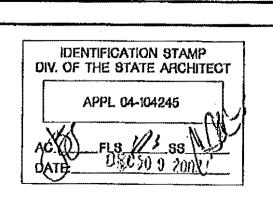
FLOOR PLAN:

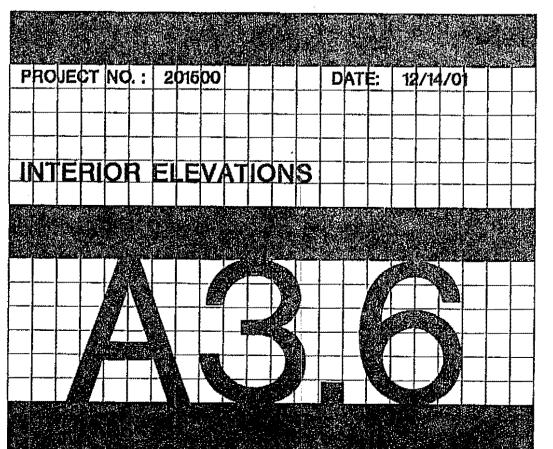
A REFER TO SHEET A02 FOR GENERAL NOTES AND ADDITIONAL INSTRUCTIONS AND DIRECTIVES. B. REFER TO SHEET A02 FOR GENERAL DEMOLITION

C. REFER TO SHEET A02 FOR SYMBOLS AND ABBREVIATIONS.
D. REFER TO AB SERIES FOR GENERAL DETAILS.

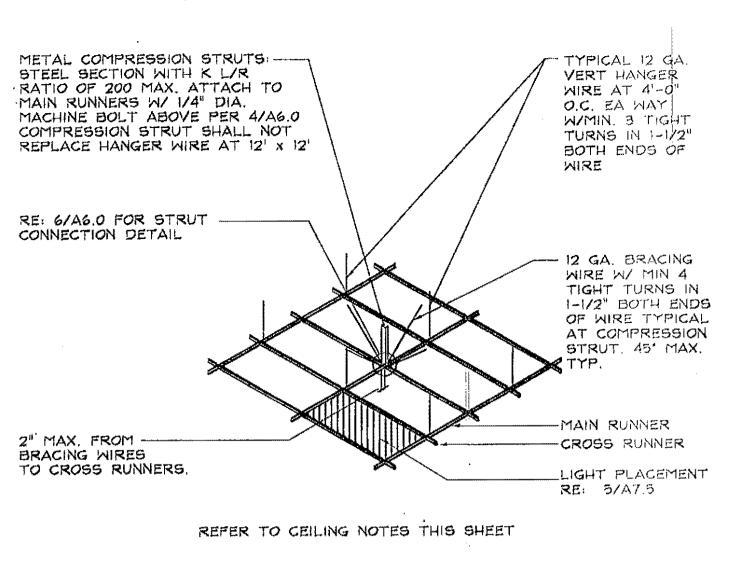
E. REFER TO A7 SERIES FOR FINISH SCHEDULE. F. REFER TO A7 SERIES FOR DOOR SCHEDULE Q. REFER TO SHEET A&I FOR SIGNAGE.





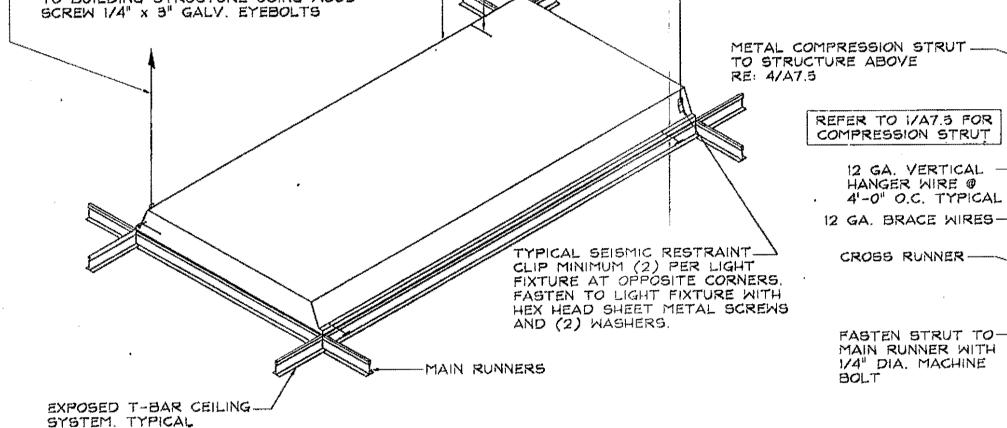


DSA STAMP



ACOUSTICAL CEILING GRID SUSPENSION POINTS (HEAVY DUTY)

- #8 5.M.S. @ EA. CORNER RUNNERS #9 SAFETY WIRE TIED TO SEISMIC CLIPS TO FIXTURE OR SAFETY WIRE SUPPORT HOLES, FASTEN TO BUILDING STRUCTURE USING WOOD SCREW 1/4" x 3" GALV. EYEBOLTS



- LIGHT FIXTURE

TIE MAIN RUNNER

WITH DOUBLE LOOPS

OF #16 GA. WIRE PER

NEAR EACH END

IR-M4.

SPACERS MAY BE SLOTTED-ANGLES OR CHANNELS W/ "DIAMOND POINTS" OF SPRING STEEL WHICH SNAP TIGHT TO PREVENT MOVEMENT OF STRUT -12 GA. HANGER OR 1/4" THE LENGTH OR 1/4" THE LENGTH OF THE END RUNNER 1/2 OF THE END RUNNER WHICHEVER IS LESS WHICHEVER IS LESS-十一代 MAIN OR CROSS RUNNER -CONNECT WALL ANGLE TO EACH -ACOUSTICAL MAIN OR CROSS PANEL RUNNER WITH 1/8" POP RIVET 2X FIRE_ SLOTTED ANGLE SPACER BLOCKING WALL ANGLE W/HORIZ. 6d RING SHANK AT CEILING NAIL (SEE SLOTTED ANGLE WALL CONNECTION-SPACÈR W/HORIZ, 6d RING PERIMETER ANCHOR TO STRUCT SHANK NAIL (SEE NOTE ELEMENT 2 PER IR) ALTERNATE LOCATION W/O NAIL, NOTCHING PERMITTED ONLY AT RUNNER. UNATTACHED ATTACHED

2 ACOUSTICAL CEILING GRID ATTACHMENT

VERTICAL POST

3-1 1/2" X 9 GA, STAPLES

NAILS AT EACH WIRE LOOP

OR 3- STRONGHOLD "J"

JOIST OR RAFTER

- HANGER WIRE

12 GA. BRACE WIRES

PER UBC 25-2

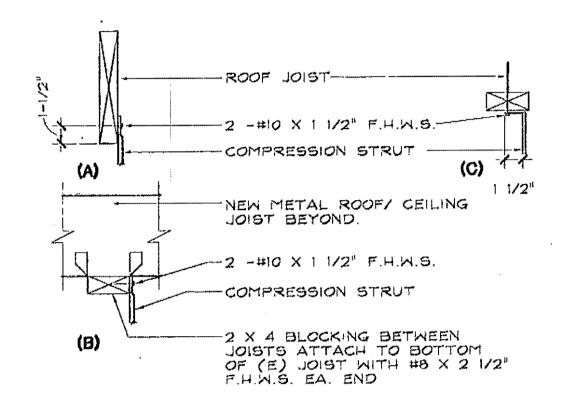
TYPICAL HANGER, SAFETY, & **BRACING WIRE DETAIL**

— 12 GA. HANGER WIRE

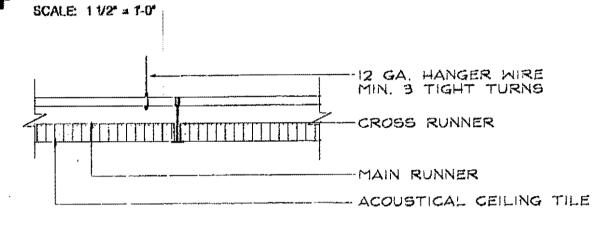
HANGER WIRE - 3 TIGHT TURNS

TURNS BOTH ENDS OF MIRE

BRACING WIRES TO SAFETY - 4 TIGHT



COMPRESSION STRUT TOP ATTACHMENT



5 LAY-IN FIXTURE RESTRAINT DETAIL

LAP 8" TIE NEAR EA. END WITH-

DOUBLE LOOPS # 16 GA - WIRE

LATERAL BRACING W/#12 DIAGONAL

WIRES SPACED ON A 12' x 12' GRID

W#8 (#12 IF NON-ACCESSIBLE)

APPLICABLE

-5/8" GYP. BD. WHERE

-- 1-1/2" MAIN RUNNER AT

FIXED WALLS ATTACH

SCREMS @ 32" O.C. TO

CEILING PERIMETER

W/#10 x WASHER HEAD TEK

-2X FIRE STOP BLOCKING AT

REO'D PER IR M-4 WIRE @

VERTICAL HANGER ALONG RUNNER _

WITHIN 6'-O" OF WALLS.

6" MAX.

4'-0" O.C.

LK-1/2"

SEISMIC BRACING ATTACHMENT DETAIL

BRACING WIRE

12 GA. VERTICAL

HANGER WIRE @

CROSS RUNNER-

MAIN RUNNER WITH

RUNNER

- #8 x 3/4" SELF TAPPING SCREWS AT

SPLAY WIRE PARALLEL TO RUNNER.

RUNNER W/MAX. SPACING OF RUNNER

-SADDLE TIE FURRING CHANNEL

(HAT SECTION @ 24" O.C. DYRICH

NO. FCH OR EQUAL TO RUNNER.)

ATTACH W/BOSTICH 9/16" TYPE G

STAPLES OR NAILS 6" O.C. MAX \$

> UNATTACHED

2-11/16" W x 7/0"D, x 22 GA.

USG CONTROL JOINT NO. 75

MAIN RUNNERS: 1-1/2"-0.475#/FT

CHANNEL WITH VERTICAL HANGER

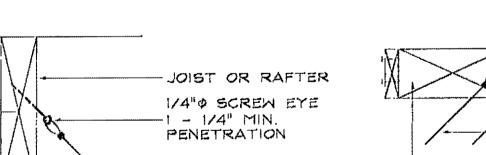
SUPPORT @ 4'-0" O.C. ALONG

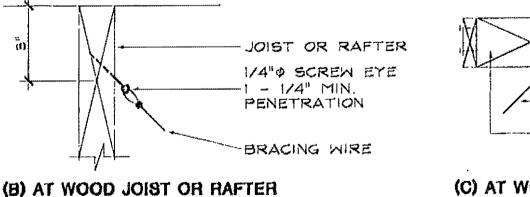
TO BE 3'-0" Q.C.

HOGA. TIE WIRE.

FINISH OUT.

ATTACHED





(C) AT WOOD JOIST OR BLOCK

1/4" ø SCREW EYE

1 - 1/4" MIN.

PENETRATION

DO NOT INSERT

SCREW EYES INTO

SIDE OF FLANGE

3-1 1/2" 9 GA. STAPLES OR

3-STRONGHOLD "J" NAILS AT EACH LOOP

2 X BLOK'G, W/ 2-16d

-SADDLE TIE HAS

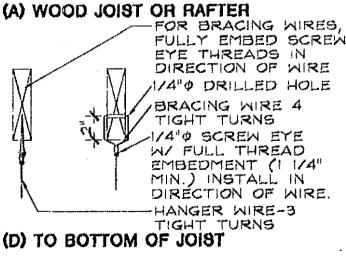
DOUBLE LOOP AT

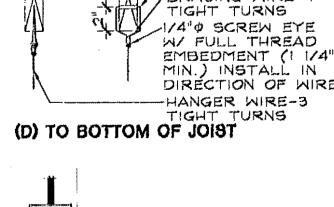
SUPPORT

COMMON NAILS AT

BRACING WIRE

ACOUSTIC CEILING GRID HANGER WIRE





1/4" SCREW EYE W/

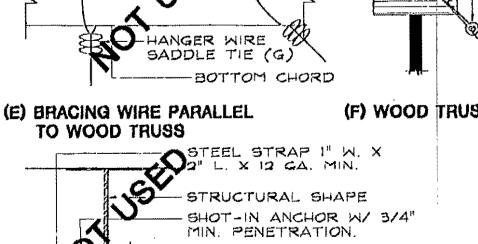
-BRACING WIRE

(H) WOOD TRUSS LOWER FLANGE

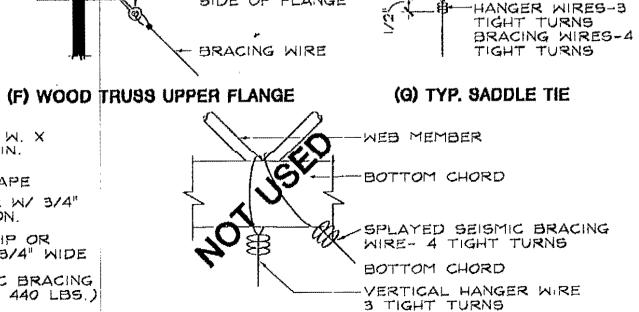
1-1/4" MIN, PENETRATION

DETAIL MAY ALSO BE

USED AT TOP CHORD



and the second of the second o



-HILTI CEILING CLIP OR EQUAL 13 GA. X 3/4" WIDE SPLAYED SEISMIC BRACING WIRE (TEST FOR 440 LBS.) 4 TIGHT TURNS

(K) AT OPEN-WEB STEEL JOIST

GYP. BD. AND PLASTER CEILING

NOTE: AT WALLS WHERE CEILING

DOES NOT ATTACH THE MAIN RUNNER

SHALL BE NOT MORE THAN 6" FROM

SUSPENSION WIRE CONNECTION TO OVERHEAD STRUCTURE

(J) AT STEEL BEAMS

WED MENER

METAL SUSPENSION SYSTEMS FOR LAY-IN-PANEL CEILINGS

- 12 GAUGE (MINIMUM) HANGER WIRES MAY BE USED FOR UP TO AND INCLUDING 4'-0" x 4'-0" GRID SPACING ALONG MAIN RUNNERS, SPLICES WILL NOT BE PERMITTED IN ANY HANGER WIRES UNLESS SPECIFICALLY APPROVED BY
- DSA/SSS. 2. PROVIDE 12 GAUGE HANGER WIRES AT THE ENDS OF ALL MAIN AND CROSS RUNNERS WITHIN 8' FROM THE SUPPORT OR WITHIN 1/4 OF THE LENGTH OF THE END TEE. WHICHEVER IS LEAST, FOR THE PERIMETER OF THE CEILING AREA
- PROVIDE TRAPEZE OR OTHER SUPPLEMENTARY SUPPORT MEMBERS AT OBSTRUCTIONS TO MAIN HANGER SPACING. PROVIDE ADDITIONAL HANGERS, STRUTS OR BRACES AS REQUIRED AT ALL CEILING BREAKS, SOFFITS OR DISCONTINUOUS AREAS. HANGER WIRES THAT ARE MORE THAN 1 IN 6 OUT OF PLUMB ARE TO HAVE COUNTER-SLOPING WIRES.
- 4. Ceiling grid members may be attached to not more than 2 adjacent WALLS. CEILING GRID MEMBERS SHOULD BE AT LEAST 1/2' FREE OF OTHER WALLS. IF WALLS RUN DIAGONALLY TO CEILING GRID SYSTEM RUNNERS, ONE END OF MAIN AND CROSS RUNNERS SHOULD BE FREE AND A MINIMUM OF 1/2" CLEAR OF WALL
- 5. At the perimeter of the ceiling area where main or cross runners ARE NOT CONNECTED TO THE ADJACENT WALL PROVIDE INTERCONNECTION BETWEEN THE RUNNERS AT THE FREE END TO PREVENT LATERAL SPREADING A METAL STRUT OR A 16 GAUGE WIRE WITH A POSITIVE MECHANICAL CONNECTION TO THE RUNNER MAY BE USED. WHERE THE PERPENDICULAR DISTANCE FROM THE WALL TO THE FIRST PARALLEL RUNNER IS 1/2" OR LESS, THIS INTERLOCK IS NOT REQUIRED
- PROVIDE SETS OF FOUR 12 GAUGE SPILAYED BRACING WIRES ORIENTED 90. FROM EACH OTHER AT THE FOLLOWING SPACING
 - A. PLACE SETS OF BRACING WIRES AT A SPACING NOT MORE THAN 12' x 12' ON CENTER. 8. PROVIDE BRACING WIRES AT LOCATIONS NOT MORE THAN 1/2 THE
- SPACINGS GIVEN IN (A) ABOVE FROM EACH PERIMETER WALL AND AT THE EDGE OF VERTICAL CEILING OFFSETS. . FASTEN HANGER WIRES WITH NOT LESS THAN 3 TIGHT TURNS. FASTEN
- BRACING WIFES WITH 4 TIGHT TURNS. MAKE ALL TIGHT TURNS WITHIN A DISTANCE OF 1-1/2". HANGER OR BRACING WIRE ANCHORS TO THE STRUCTURE SHOULD BE INSTALLED IN SUCH A MANNER THAT THE DIRECTION OF THE WIRE ALIGNS AS CLOSELY AS POSSIBLE WITH THE DIRECTION OF THE FORCES ACTING ON THE WIRE.
- 8. SEPARATE ALL CEILING HANGING AND BRACING WIRES AT LEAST 6" FROM ALI UNBRACED DUCTS, PIPES, CONDUIT, ETC. IT IS ACCEPTABLE TO ATTACH LIGHT WEIGHT ITEMS, SUCH AS SINGLE ELECTRICAL CONDUIT NOT EXCEEDING 3/4' NOMINAL DIAMETER TO HANGER WIRES USING CONNECTORS ACCEPTABLE TO DSA/SSS.
- 9. ATTACH ALL LIGHT FIXTURES TO THE CEILING GRID RUNNERS TO RESIST THE HORIZONTAL FORCE EQUAL TO THE WEIGHT OF THE FIXTURES.
- 10. Flush or recessed light fixtures and air terminals or services WEIGHING LESS THAN 56 POUNDS MAY BE SUPPORTED DIRECTLY ON THE RUNNERS OF A HEAVY DUTY GRID SYSTEM BUT, IN ADDITION, THEY MUST HAVE A MINIMUM OF TWO 12 GAUGE SLACK SAFETY WIRES MUST BE ATTACHED TO THE FIXTURE AT DIAGONAL CORNERS AND ANCHORED TO THE STRUCTURE ABOVE, ALL 4' x 4' LIGHT FIXTURES MUST HAVE SLACK SAFETY WIRES AT EACH CORNER. ALL FLUSH OR RECESSED LIGHT FIXTURES AND AIR TERMINALS OR SERVICES WEIGHING 56 POUNDS OR MORE INDEPENDENTLY SUPPORTED BY NOT LESS THAN FOUR TAUT 12 GAUGE WIRES
- MUST EACH BE ATTACHED TO THE FIXTURE AND TO THE STRUCTURE ABOVE regardless of the type of ceiling grid system used. The four taut 12 GAUGE WIRES INCLUDING THEIR ATTACHMENT TO THE STRUCTURE ABOVE MUST BE CAPABLE OF SUPPORTING FOUR TIMES THE WEIGHT OF THE UNIT. 11. SUPPORT SURFACE-MOUNTED LIGHT FIXTURES BY AT LEAST TWO POSITIVE
- DEVICES WHICH SURROUND THE CEILING RUNNER AND WHICH ARE EACH SUPPORTED FROM THE STRUCTURE ABOVE BY A GAUGE WIRE SPRING CLIPS OR CLAMPS THAT CONNECT ONLY TO THE RUNNER ARE NOT ACCEPTABLE PROVIDE ADDITIONAL SUPPORTS WHEN LIGHT FIXTURES ARE 8' OR LONGER.
- 12. CLASSIFICATION OF CEILING GRID CLASSIFICATION OF CEILING GRID IS HEAVY DUTY. MANUFACTURER'S CATALOG NUMBER - MAIN RUNNER C.M.C. 200 MANUFACTURER'S CATALOG NUMBER - CROSS RUNNER CM.C. 1214 DSA PRODUCT APPROVAL PA-026 (PER IR M3) NUMBER

CONSULTANT

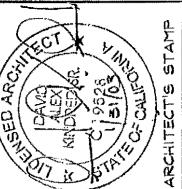
IDENTIFICATION STAMP

APPL 04-104245

DSA STAMP

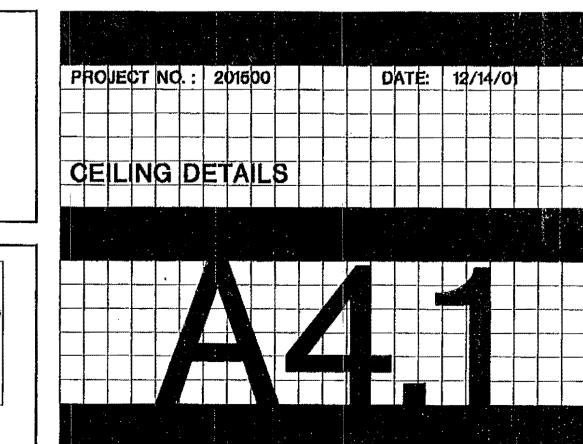
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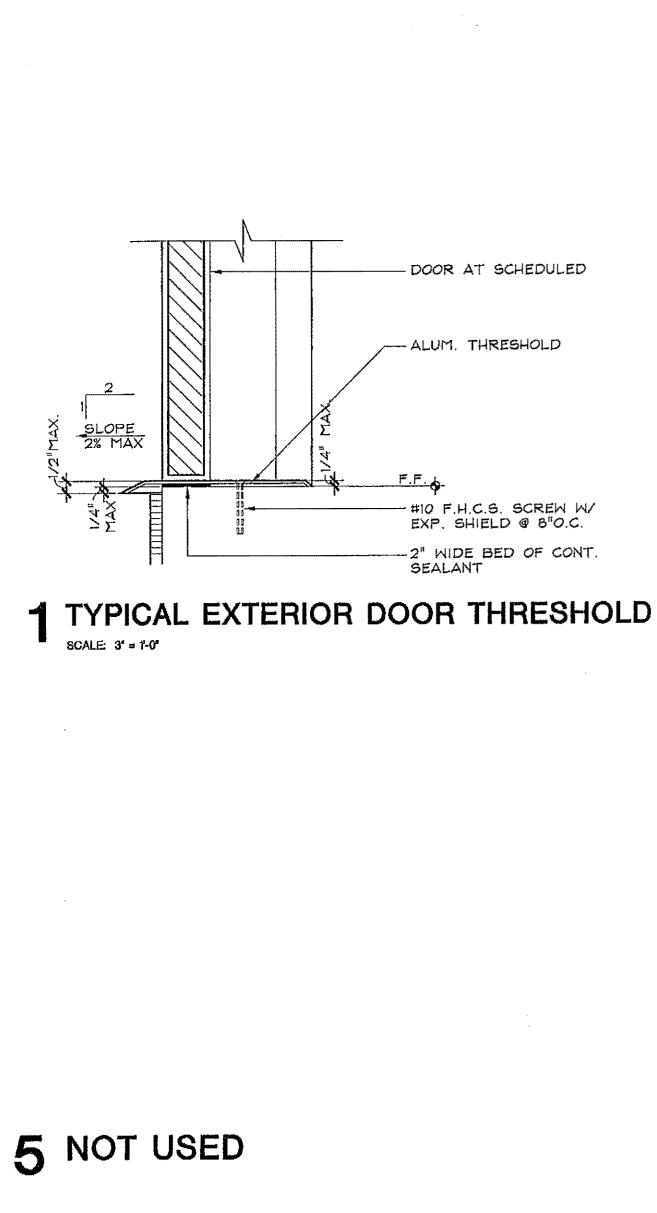
DIV. OF THE STATE ARCHITECT

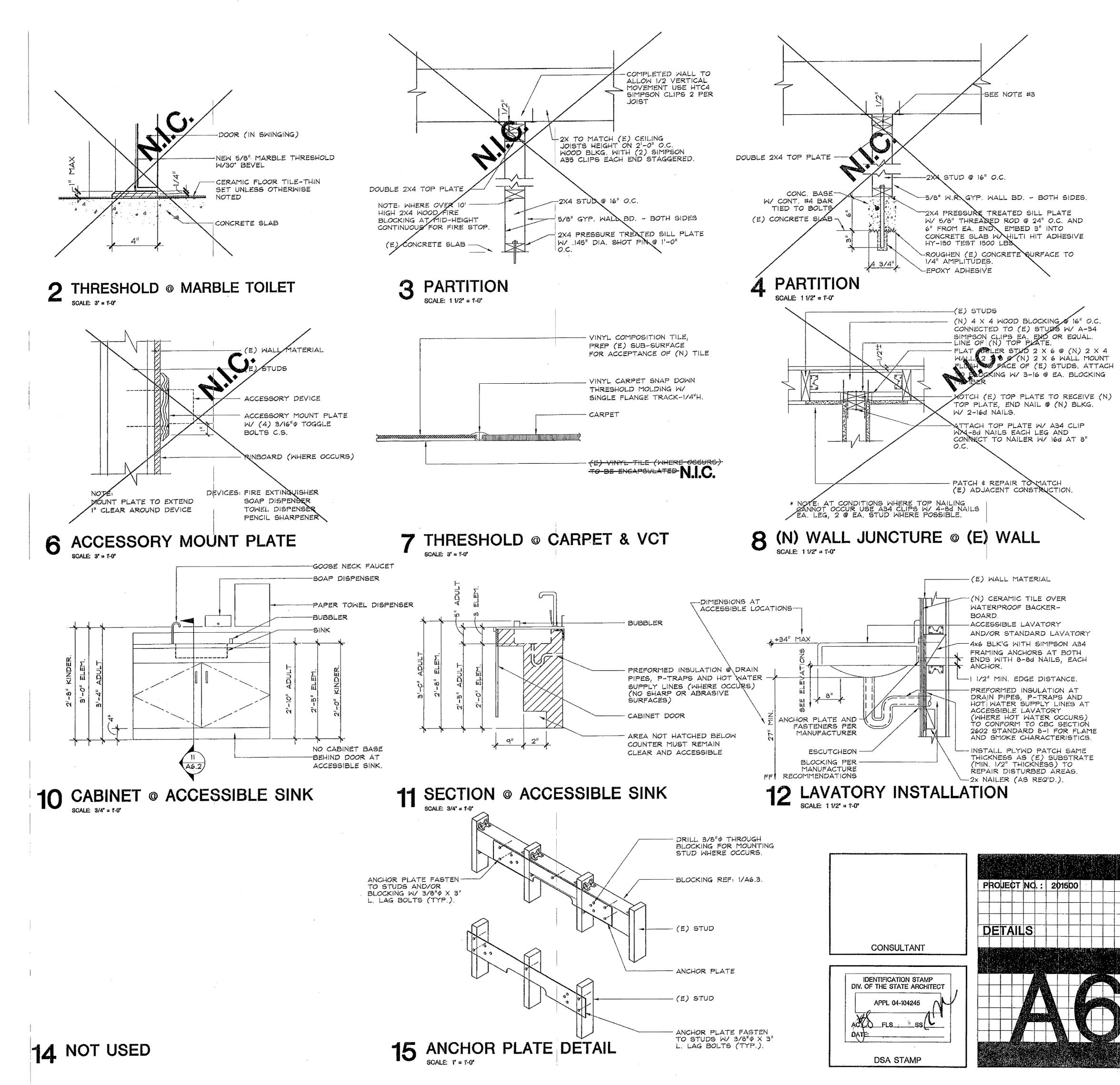


200 RFIELD E MODI BUILDING







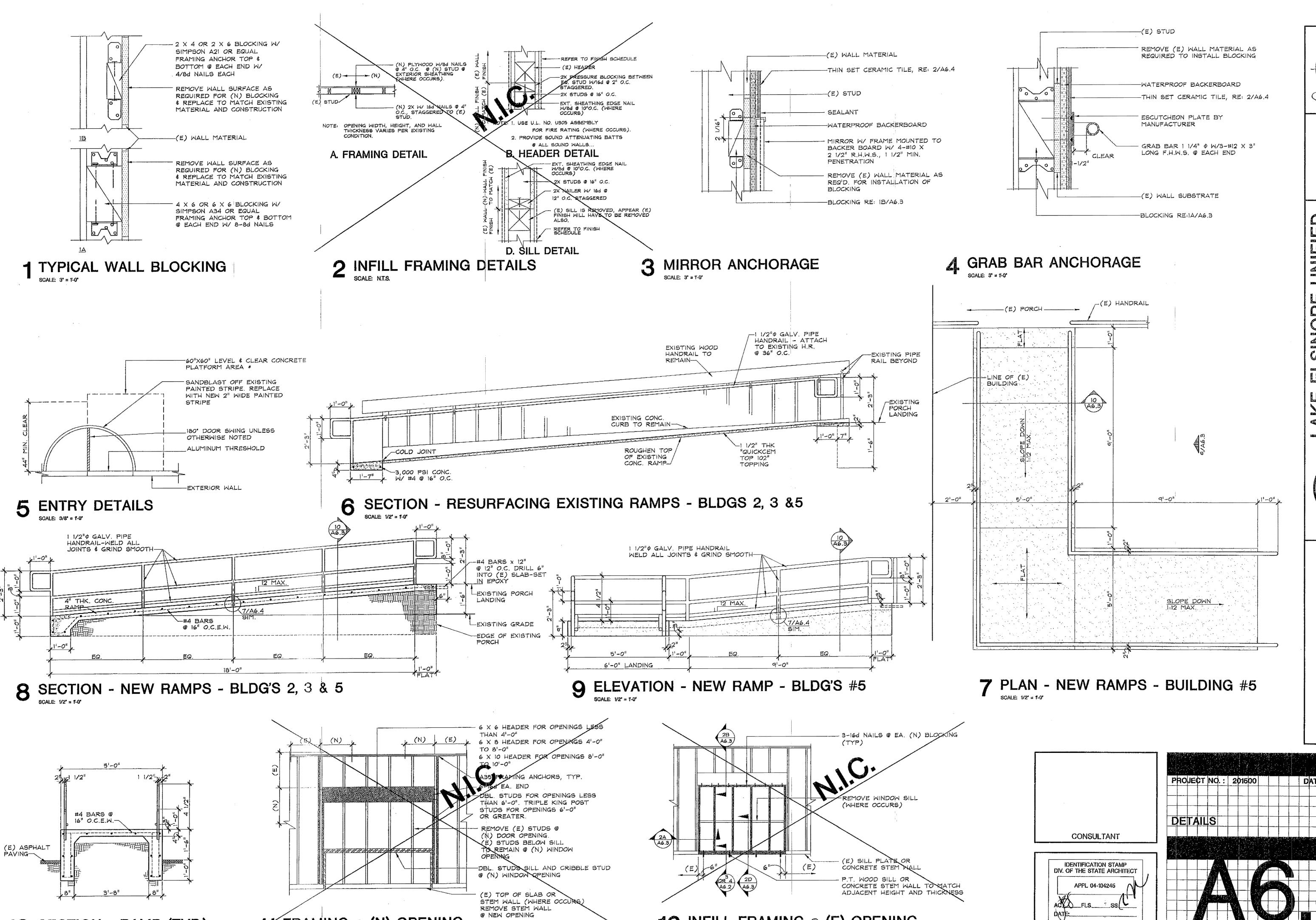


9 NOT USED

KE ELSINORE UNIFIED
SCHOOL DISTRICT
TERFIELD ELEMENTARY SCHOOL
MODERNIZATION
BUILDINGS NO. 2, 3 & 5

4

DATE: 12/14/01

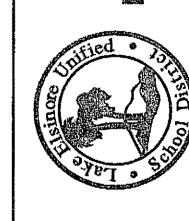


10 SECTION - RAMP (TYP.)

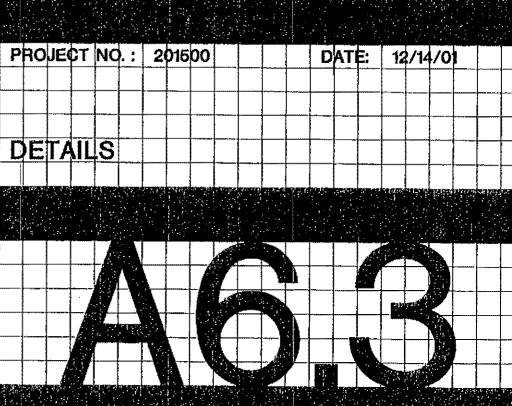
11 FRAMING @ (N) OPENING

12 INFILL FRAMING @ (E) OPENING

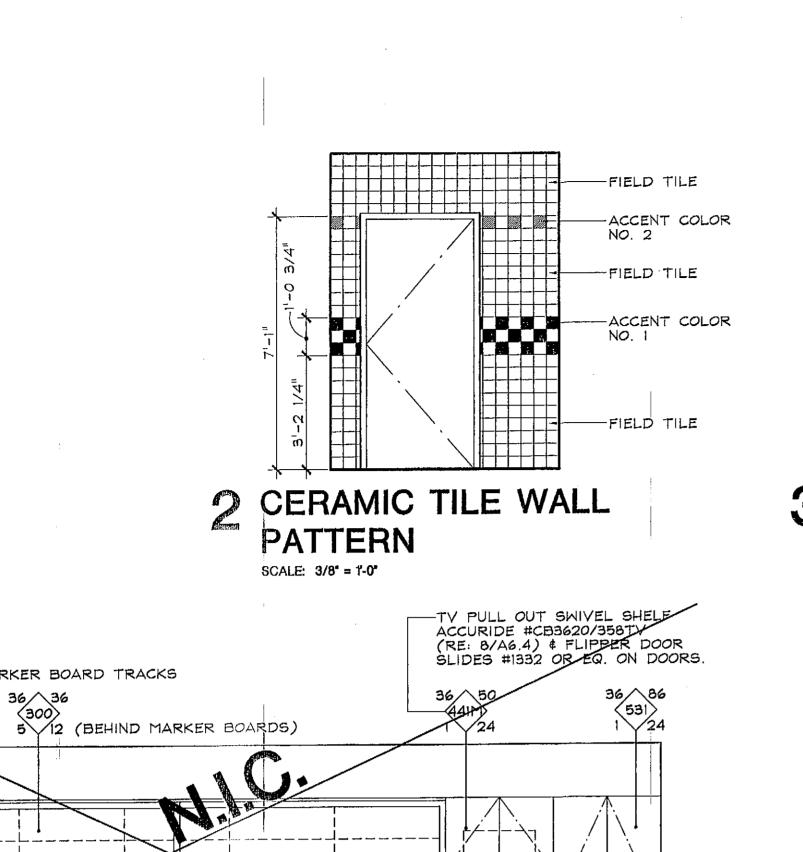
CTSCHOO ARY SK







DSA STAMP

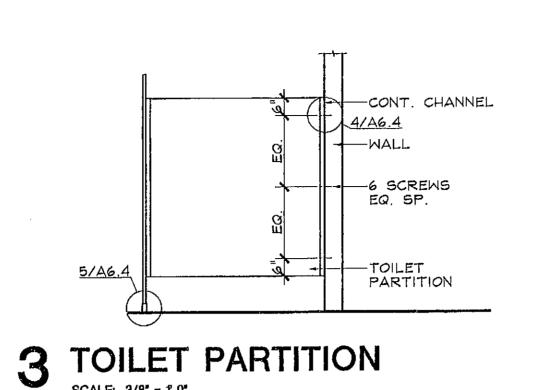


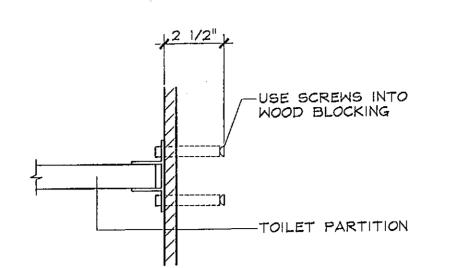
34 36

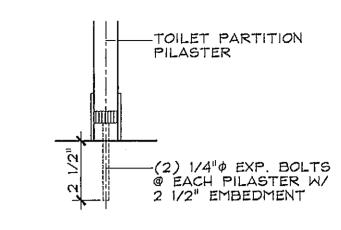
1'-0" 1'-0"

SCALE: 1/2" = 1'-0"

SLIDING MARKER BOARD



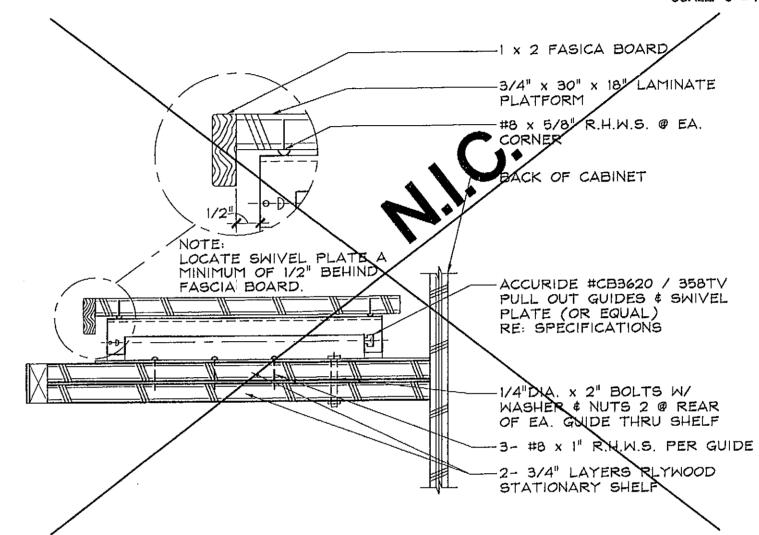




4 TOILET PARTITION ATTACH.

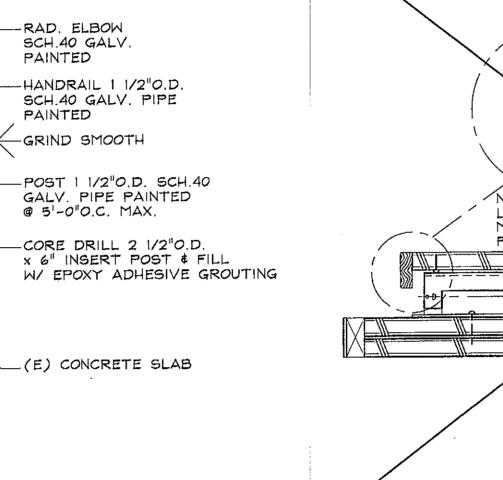
SCALE: 3' = 1'-0'

5 TOILET PARTITION ATTACH. FLOOR

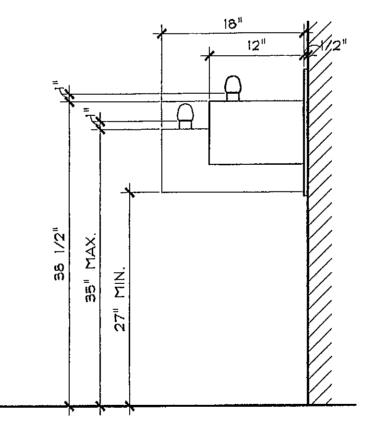


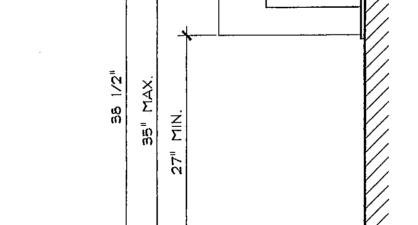
8 TV MOUNTING GUIDES

SCALE: N.T.S.



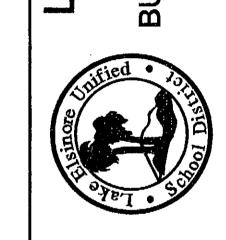




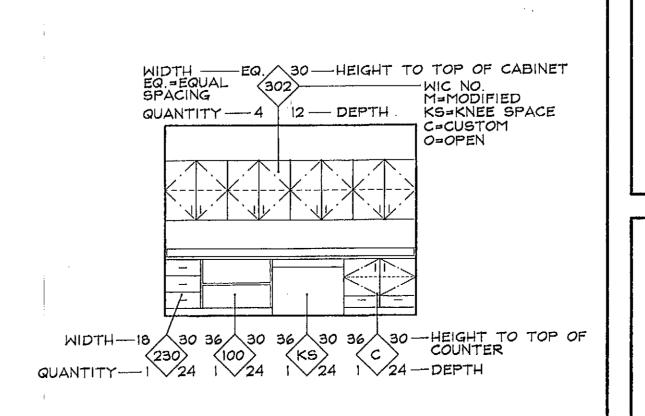


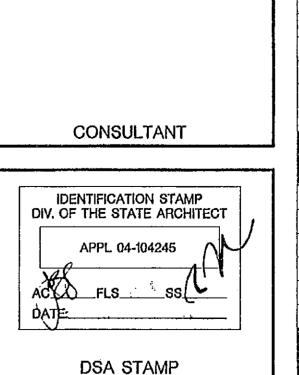
10 TYPICAL CERAMIC TILE FLOOR PATTERN

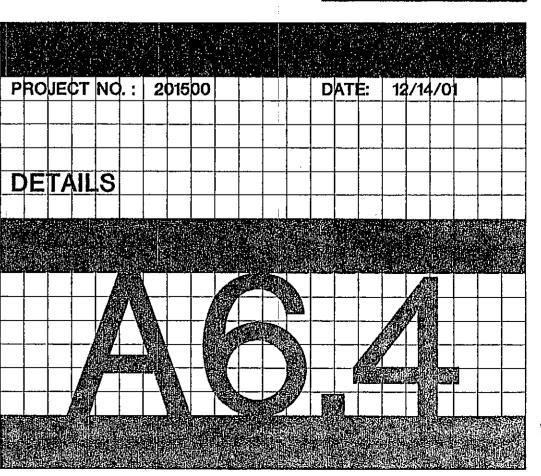












1 NOT USED

36 86 402 1 24

MARKER BOARD TRACKS

34 36 212 5 24

SLIDING

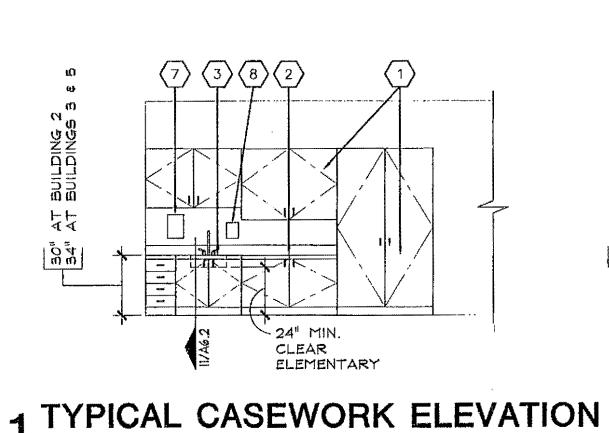
6 TYPICAL CLASSROOM TEACHING WALL
SCALE: 3/8' = 1'-0'

9 TYPICAL V.C.T.

SCALE: 1/4" = 1'-0"

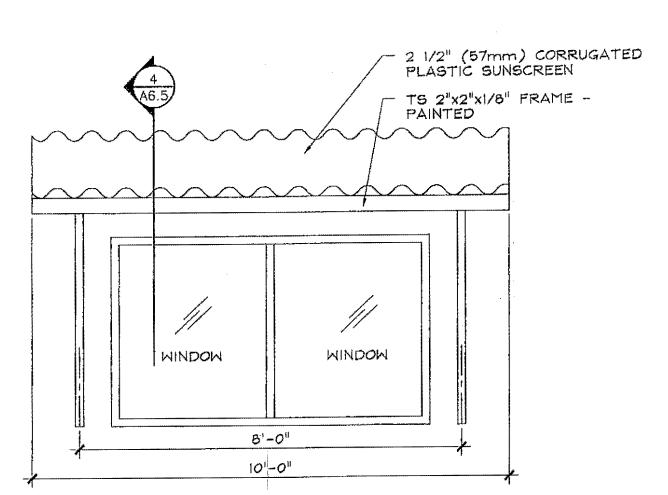
TILE PATTERN

MARKER BOARD



CLEAR ELEMENTARY CLEAR

> 2 TYPICAL CASEWORK ELEVATION TYPE C CLASSROOM SCALE: 1/4" = 1'-0"



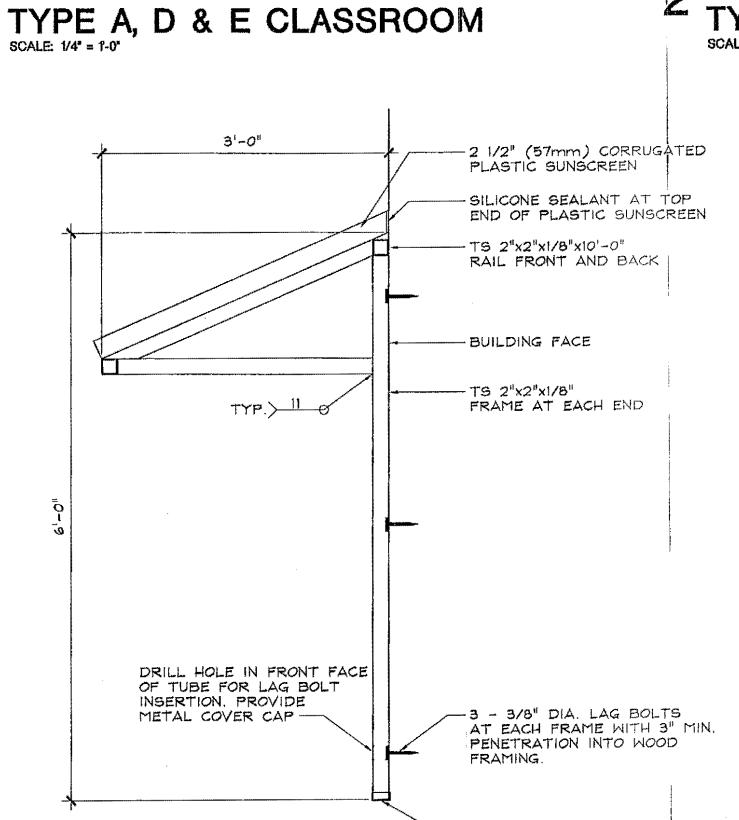
3 EXTERIOR SUNSCREEN
SCALE: 1/2' = 1-0'

1 LOCATE SUNSCREEN END BRACE FRAME OVER TOP OF EXISTING HOLES IN BUILDING AT REMOVED EXISTING SUNSCREEN.

2. ATTACH CORRUGATED PLASTIC SUNSCREEN TO ALUMINUM FRAME PER CORRUGATED PLASTIC MANUFACTURER'S PRINTED RECOMMENDATIONS.

3. CORRUGATED PLASTIC SUNSCREEN:

MANUFACTURER: GALLINA USA; MILTON, WI; 888-825-4872 PRODUCT: ARCOPLUS ONDA, SATIN OPAL COLOR WITH FACTORY SEALED EDGES



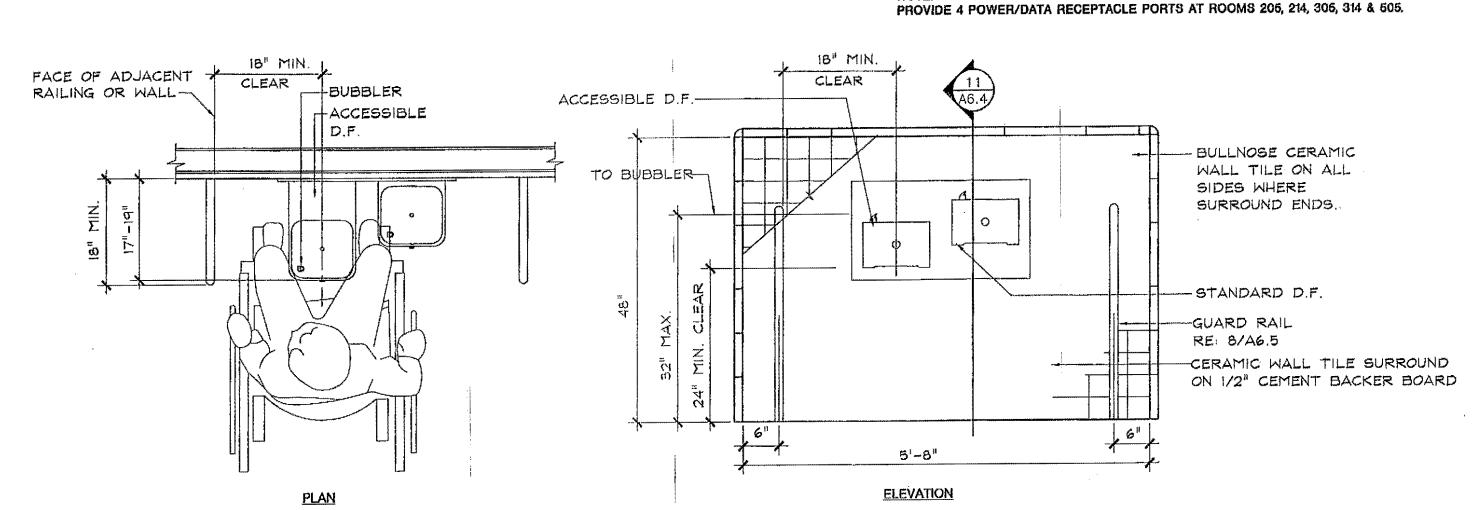
20'-0" TYPICAL 12'-0" AT ROOMS 205, 214, 305, 314 \$ 505 SURFACE MOUNTED POWER/DATA CONDUIT - WALL 2'-6" TYP. TYPICAL POWER RECEPTACLE/ TEACHER POWER/ DATA PORT LOCATION DATA (2) FLOOR

MIC 254, 15"Mx30"Hx24"D AT BUILDING 2 WIC 254, 15"Wx34"Hx24"D AT BUILDINGS 3 \$ 5 WIC 154, 33"Wx30"Hx24"D AT BUILDING 2 MIC 154, 33"Mx34"Hx24"D AT BUILDINGS 3 \$ 5 - ACCESSIBLE SINK SHOWN DASHED RE: 11/A6.2

4 EXTERIOR SUNSCREEN SECTION

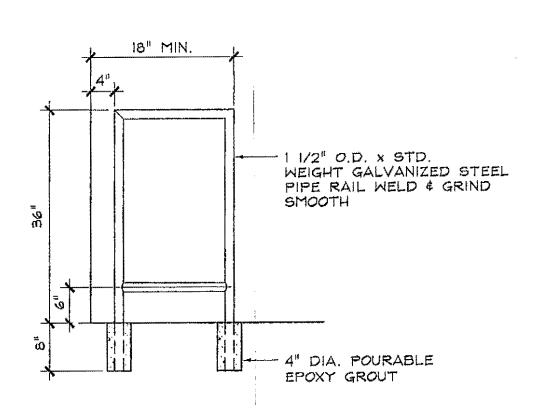
5 TYPICAL CLASSROOM POWER/DATA

6 SINK CABINET ELEVATION



- 1/8" END CAP TYPICAL

ACCESSIBLE **DRINKING FOUTAIN** SCALE: 3/4" = 1'-0"



8 GUARD RAIL AT EXTERIOR DRINKING FOUTAIN



CASEWORK

EXISTING CASEWORK TO REMAIN.

2 REPLACE EXISTING COUNTER TOP, EDGE AND SPLASH. NEW COUNTER TOP, EDGE AND SPLASH MATCH EXISTING. PLASTIC LAMINATE COLOR AS SELECTED BY ARCHITECT.

REMOVE EXISTING 48" WIDE CABINET AND SINK ASSEMBLY PROVIDE NEW CABINET (RE: 10/A6.2 AND 11/A6.2) AND SINK ASSEMBLY. NEW CABINET: RE: 6/A6.5

4. AT BUILDING 2, ROOM 205 ONLY REMOVE EXISTING 36" WIDE CABINET AT COOKTOP. 6. AT BUILDING 2, ROOM 205 ONLY PROVIDE NEW CABINET AND RE-INSTALL EXISTING

COOKTOP. NEW CABINET: WIC 164, 36"Wx34"Hx24"D.

6. OVEN AT BUILDING 2.

7. PAPER TOWEL DISPENSER.

8. SOAP DISPENSER.

O

Z

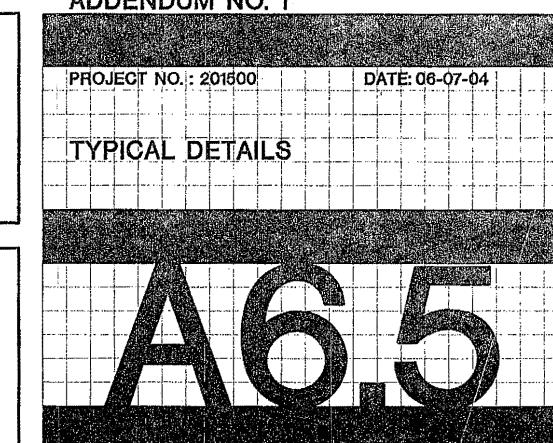
ADDENDUM NO. 1

CONSULTANT

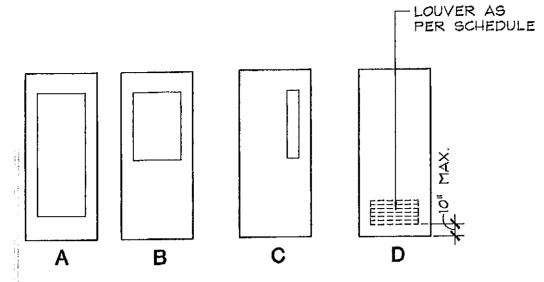
IDENTIFICATION STAMP DIV. OF THE STATE ARCHITECT

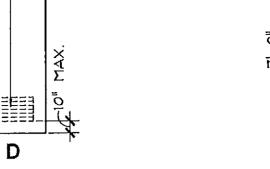
APPL 04-104245

DSA STAMP

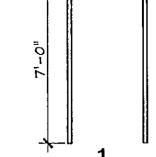


		OOR SCHEDULE DOOR											FRAME								NEW NEW/REVERSED SWIN
							SIZE					LABEL (MIN)					LOCATED A6.2 UNLI OTHERWI	ESS NOTE		A8.1	 □ = EXISTING □ = WIDEN OPENING ★ = REFER TO REMARK + = (E) STEEL CHANNEL FRAME
BUILDING NAME	OPENING NO.	DOOR TYPE	WOOD	HOLLOW METAL	ALUMINUM	PAIR	WIDTH	HEIGHT	HARDWARE SET	PANIC HARDWARE	GLASS TYPE	DOOR AND FRAME LA	FRAME TYPE	WOOD	HOLLOW METAL	ALUMINUM	HEAD	JAMB	SIFT	SIGNAGE GROUP RE /	FRAME TYPICAL DOOR THICKNESS 1-3/4* UNLESS NOTED OTHERWISE REMARKS
_	16	С	-	0	-	-	3'-0"	7'-0"	10	-	-	-	1	-	0	-	-	-	1	G2	
	17	С	-	-	-	-	3'-0"	7'-0"	10	-	-	-	1	-	0	-	•	-	-	C2	
	18	-	-	-	-	-	-	-	-	-	-	_	<i>-</i>	-	-	_	-	-	_		NOT USED
	19	-	1	0	-	-	-	-	-	-	-	_	_	-	-		**	-	-		NOT USED
,	20	С	0	0	•	-	3'-0"	7'-0"	18	-	-	_	1	-	0	_	<u>-</u>		_	C2	
BUILDING	21	С	0	0	-	-	3'-0"	7'-0"	18	_	-	_	1	-	0	-	-	-	-	C2	
	22	С	0	-		_	3'-0"	7'-0"	18		-	-	1	-	0	-	-	-	<u>-</u>	G2.	
	23	С	0	<u>.</u>	-	-	3'-0"	7'-0"	18	-	-	-	1	-	0	-	-	-	-	C2	
	24	С	0	-	-	-	3'-0"	7'-0"	18	-	-	-	1	-	0	-	-	-	-	C2	
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	2	С	-	0	-	-	3'-0"	7'-0"	10	-	-	-	1	-	0		-	-	1	C2	
	3	С		0 0	-	-	3'-4"	7'-0"	11 16	_		-	1	-	0		-	-		-	12" x 24" DOOR VENT
	4	D	-	<u> </u>			3'-0"	7'-0"	15			├	- <u>'</u> -	-	0				1	-	12" x 24" DOOR VENT
	5	D	-	0	-	-	3'-0"	7'-0"	14	_	<u>-</u>	-	<u>'</u> 1		0					1.	12" x 24" DOOR VENT
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	8	c	_	0	-		3'-0"	7'-0"	10			-	1	-	0				1	C2	
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	10	C		0			3'-0"	7'-0"	10		-	-	1	_	0	-	-	-	1	G2	
	11	С		0		-	3'-0"	7'-0"	10	-	-	-	1	-	0			-	1	C2	<u> </u>
9 9	12	С		0	-	-	3'-4"	7'-0"	11	•		-	1	-	0		-	-	1	G2.	
BUILDING	13	D		•	-	-	3'-0"	7'-0"	13	-	-	-	1	-	•		<u>.</u>	-	1	T1	12" x 24" DOOR VENT
m	14	D	-	•	_	-	3'-0"	7'-0"	13	-		-	1	-	•	-	-	-	1	T2	12" x 24" DOOR VENT
	15	С	-	0	-	-	3'-4"	7'-0"	11	•	-	-	1	-	0	-	-	-	1	G2	
	16	С	-	0	-	-	3'-0"	7'-0"	10	-	-	-	1		0	-	-	-	1	C2	
Ì	17	С	-	0	-	-	3'-0"	7'-0"	10	-	-	-	1		0	-	-	**	-	C2	
	18	С	0	_	-	-	3'-0"	7'-0"	18	-	-		1	-	0	1	-	-	-	C2	
	19	С	0	-	-	-	3'-0"	7'-0"	18			-	1	-	0	•	-	-	-	G2	
	20	С	0	<u>-</u>		-	3'-0"	7'-0"	18	_	-	-	1	-	0	•		-	_	C2	
	21	С	0	-	-	-	3'-0"	7'-0"	18	-	-	-	1	-	0	-	-	-	-	C2	
	22	O	0	-	-		3'-0"	7'-0"	18	-		-	1	-	0	-	-	-	-	C2	
	23	С	0	<u>-</u>		_	3,-0,	7'-0"	18	_	_	-	1	-	0	-	-	_		C2	
	24	С	0		-	-	3'-0"	7'-0"	18	-	-	-	1	-	0	-	-	-	<u>-</u>	C2	
	25	С	0	-	-	-	3'-0"	7'-0"	18	-	-	-	1	-	0	<u>-</u>	-	-	-	G2	
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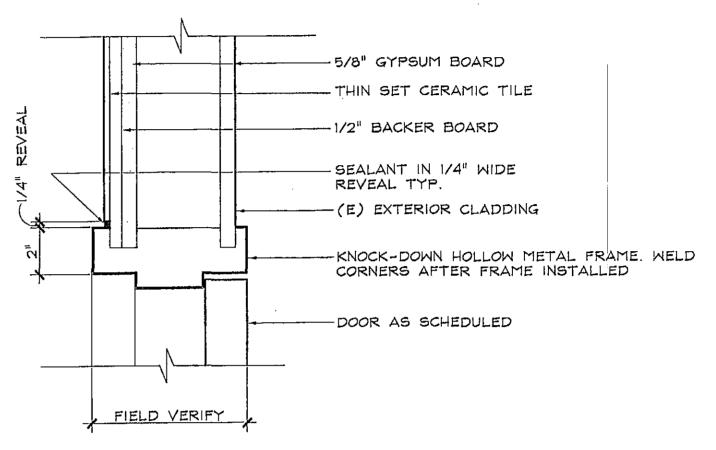




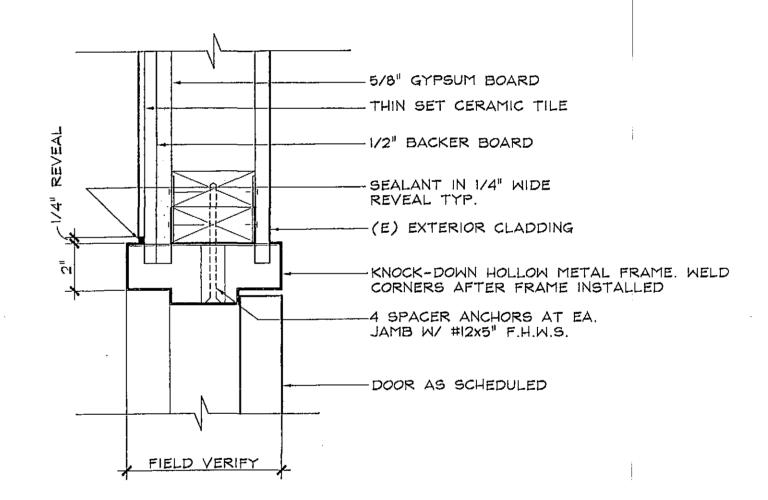




PRAME TYPES



3 TOILET DOOR HEAD



4 TOILET DOOR JAMB

GENERAL DOOR NOTES

- TO REMAIN DOORS AND/OR FRAMES TO LIKE NEW CONDITION. 2. INFILL HINGE AND STRIKE NOTCHES, PATCH AND REPAIR ALL EXISTING DOOR FRAMES TO REMAIN TO LIKE NEW CONDITION DUE TO NEW DOORS, HARDWARE AND/OR REVERSE DOOR
- 3. MAXIMUM UNDERCUT OF RATED DOORS SHALL BE 1/2". 4. DOOR SWING TO BE 180'AT BUILDING ENTRY WHERE NO OBSTACLES EXIST. PAINT DOOR SWING PATH OF TRAVEL ON SIDEWALK.
- 5. MAXIMUM EFFORT TO OPERATE DOORS SHALL NOT EXCEED 8.5 POUNDS FOR EXTERIOR DOORS AND 5 POUNDS FOR INTERIOR DOORS, SUCH PULL OR PUSH EFFORT BEING APPLIED AT RIGHT ANGLES TO HINGED DOORS AT CENTER PLANE OF SLIDING OR FOLDING DOORS, COMPENSATING DEVICES OR AUTOMATIC DOOR OPERATORS MAY BE UTILIZED TO MEET THE ABOVE STANDARDS. WHEN FIRE DOORS ARE REQUIRED, THE MAXIMUM EFFORT TO OPERATE THE DOOR MAY BE INCREASED BUT SHALL NOT EXCEED 15 POUNDS.
- 6. FURNISH AND INSTALL DISSIMILAR METAL SEPARATION AT FRAME AND DOOR, AT HINGE AND FRAME, AND AT ATTACHING SCREWS AND FRAME.

- 1. PATCH, REPAIR, AND PAINT AS REQUIRED TO BRING ALL EXISTING 7. EXIT DOORS: OPENABLE AT ALL TIMES FROM THE INSIDE WITHOUT THE USE OF A KEY OR ANY SPECIAL KNOWLEDGE OR
 - 8. FURNISH AND INSTALL ONLY HARDWARE WHICH HAS BEEN TESTED AND LISTED BY UNDERWRITERS' LABORATORIES, FACTORY MUTUAL OR OTHER TESTING AGENCY ACCEPTABLE TO THE STATE FIRE MARSHAL FOR THE TYPE AND SIZE OF EACH DOOR REQUIRED, AND FRAME LABELS. 9. FLOOR STOPS ARE NOT PERMITTED IN ANY PATH OF TRAVEL
 - 10. WHERE PANIC EXIT DEVICES ARE REQUIRED ON FIRE-RATED DOORS, FURNISH AND INSTALL SUPPLEMENTARY MARKING ON DOOR LABEL INDICATING 'FIRE DOOR TO BE EQUIPPED WITH FIRE EXIT HARDWARE", AND FURNISH AND INSTALL LABEL ON EXIT DEVICE INDICATING 'FIRE EXIT HARDWARE'. 11. FIRE RATED OPENINGS: FURNISH AND INSTALL HARDWARE IN
 - (CCR) TITLE 24, PART 2, CALIFORNIA BUILDING CODE AND UBC STANDARD 7-2. 12. ALL FIRE RATED DOORS SHALL BE AUTOMATIC CLOSING OR SELF CLOSING AS PROVIDED IN SECTION 713.6 (CBC). IN ADDITION SEE SECTION 713.2, 713.3, 713.4 FOR SPECIAL PROVISIONS RELATING TO FIRE DOORS.

COMPLIANCE WITH THE CALIFORNIA CODE OF REGULATIONS

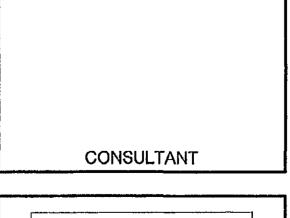
- 13. ALL RATED DOORS (NEW AND EXISTING) IDENTIFIED ON THE DOOR SCHEDULE AND/OR OCCURRING ALONG DEFINED RATED WALLS ON THE FLOOR PLANS SHALL BE PROVIDED WITH
- 14. CONTRACTOR TO FIELD VERIFY ALL EXISTING FRAME OPENINGS FOR EXACT DIMENSIONS AND ORDER NON-STANDARD DOOR SIZES WHERE REQUIRED.

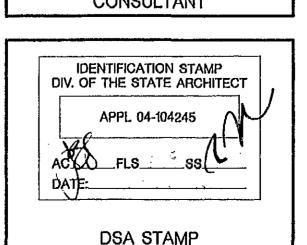
INTUMESCENT FIRE AND SMOKE SEALS.

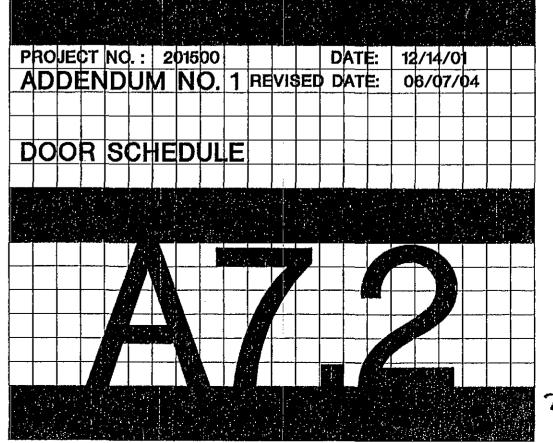
- 15. WHERE DOORS & FRAME ARE SCHEDULED FOR REMOVAL, THE CONTRACTOR SHALL PROVIDE OPENING TO MATCH ADJACENT
- WALL MATERIAL 16. EXISTING (E) TRANSOMS TO REMAIN UNLESS OTHERWISE NOTED. SIZE VARIES. REFER TO EXTERIOR
- ELEVATIONS SERIES A5 DRAWINGS. 17. PROVIDE DRIP CAP OVER ALL DOORS WHERE NO OVERHANG COVER EXISTS OR WHERE OVERHANG COVER IS LESS THAN 36".
- 18. BRAILLE SYMBOLS. CONTRACTED GRADE 2 BRAILLE SHALL BE USED WHEREVER BRAILLE SYMBOLS ARE SPECIFICALLY REQUIRED IN OTHER PORTIONS OF THESE STANDARDS. DOTS SHALL BE 1/10 INCH (2.54mm) ON CENTERS IN EACH CELL WITH 2/10 INCH (5.08mm) SPACE BETWEEN CELLS, DOTS SHALL BE RAISED A MINIMUM OF 1/40 INCH (0.635mm) ABOVE THE BACKGROUND. ALL SIGNS AND IDENTIFICATION SHALL COMPLY WITH TITLE 24, SECTION 1117B.5-1117B.5.10.

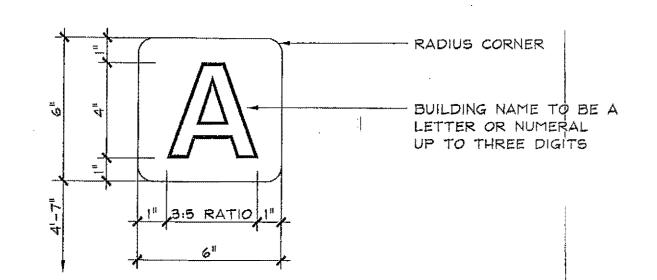


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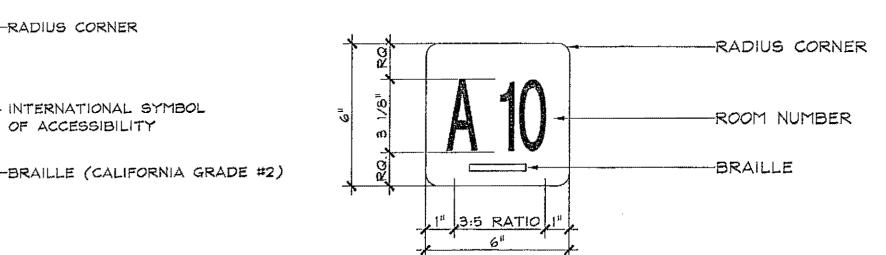


#10 GALV, BOLT W/ WASHER AT WALL CONDITION. PROVIDE HILTI, "KWIK-TOG" ANCHOR OR APPROVED EQUAL SYMBOL & BACKGROUND SHALL HAVE CONTRASTING COLORS AT FENCE CONDITION: PROVIDE 1" X 9" X 16 GAUGE STRAP ON 4 1/2" OPPOSITE SIDE OF FENCE WITH NO. 10 GALVANIZED THROUGH BOLTS WITH WASHERS AND LOCKNUTS.

CENTER IMAGE IN SIGN

1/2" WIDE BORDER

2 EXTERIOR ACCESSIBLE BLDG. SIGN



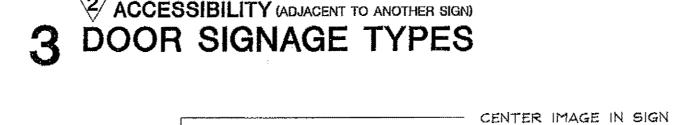
-RADIUS CORNER

OF ACCESSIBILITY

INTERNATIONAL SYMBOL

ACCESSIBILITY (SINGLE) ACCESSIBILITY (ADJACENT TO ANOTHER SIGN)

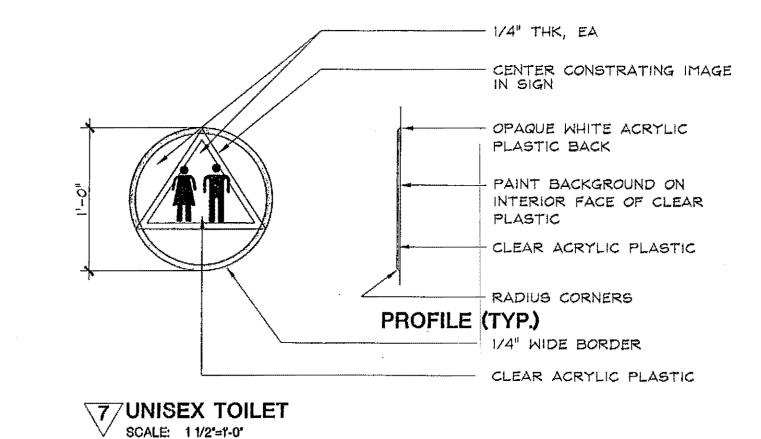




3:5 RATIO

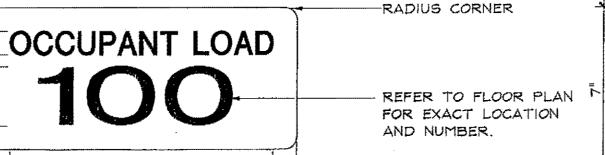
10 OCCUPANT LOAD

SCALE: 3"=1"-0"

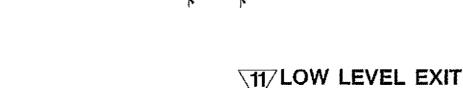






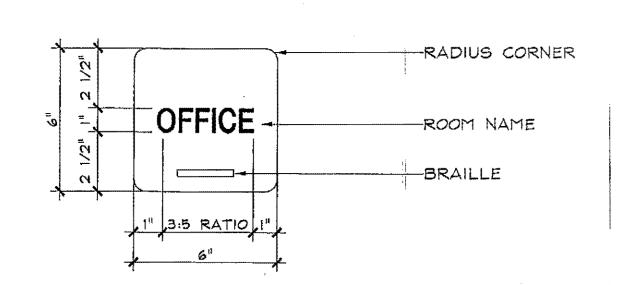


- 1/2" WIDE BORDER

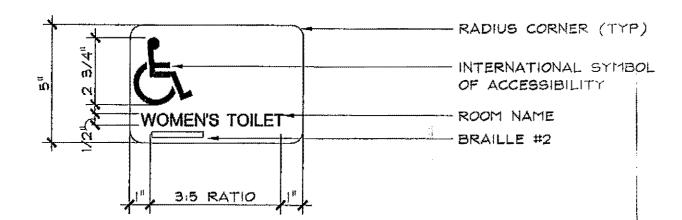


√ SCALE: 3"=1'-0"

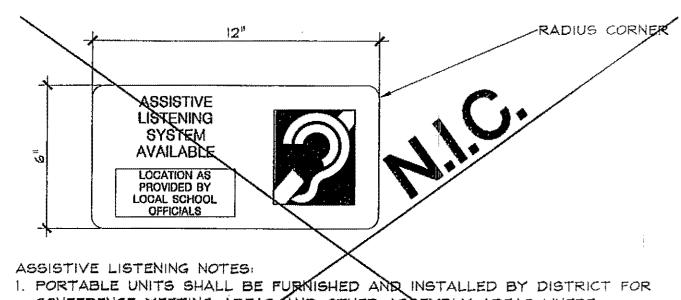
BUILDING NAME SCALE: 1 1/2" = 1'-0"







78/TOILET ROOM SIGNAGE SCALE: 1 1/2"=1-0"

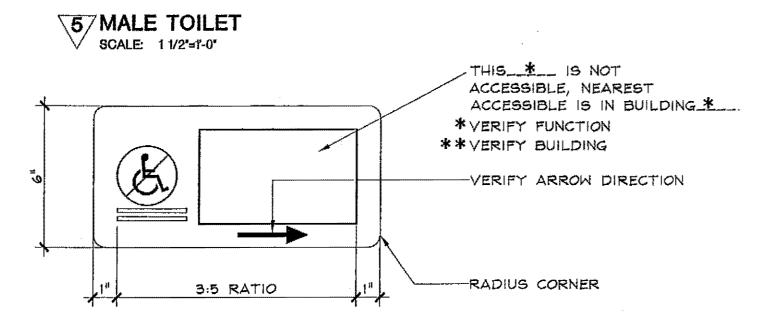


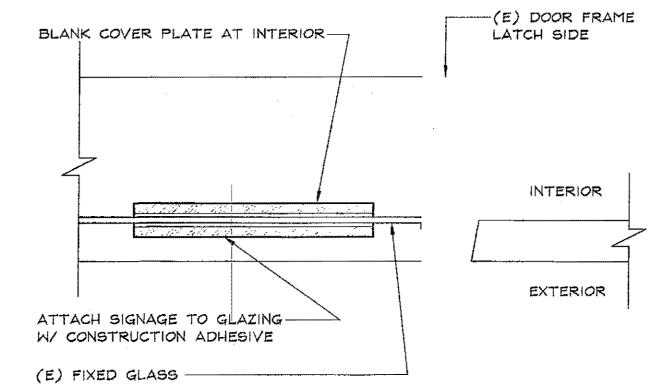
1. PORTABLE UNITS SHALL BE FURNISHED AND INSTALLED BY DISTRICT FOR CONFERENCE MEETING AREAS AND OTHER ASSEMBLY AREAS WHERE OCCUPANT LOADS ARE LESS THAN 50.

2. WHERE OCCUPANT LOADS ARE 50 OR GREATER, PERMANENT ASSISTIVE-LISTENING DEVICE BECEIVERS SHALL BE FURNISHED AND INSTALLED AT A RATE OF 4% OF THE TOTAL OCCUPANT LOAD CAPACITY, BUT NO LESS THAN TWO DEVICES.

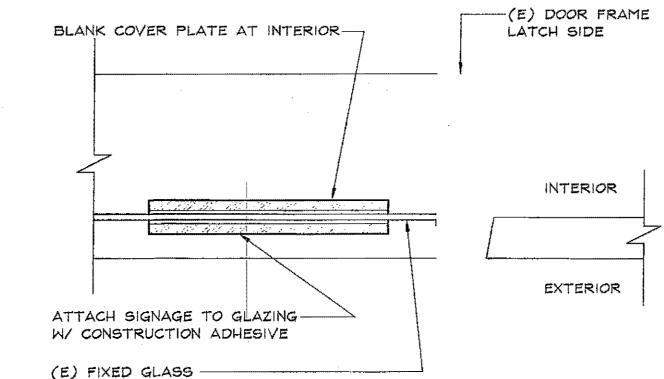
3. SIGNAGE SHALL BE POSTED IN A PROMINENT LOCATION IN EACH BUILDING, INDICATING THE AVAILABILITY OF ASSISTIVE-LISTENING DEVICES. ADDITIONAL TEXT SHALL BE PERMANENTLY ADDED TO EACH SIGN, STATING THE NAME (S) AND/OR NUMBERS(S) OF ROOM(S) IN EACH BUILDING WHERE PERMANENT ASSISTIVE-LISTENING SYSTEMS ARE AVAILABLE.

12 INTERNATIONAL SYMBOL OF ACCESS FOR THE HEARING IMPAIRED





SECTION @ GLASS



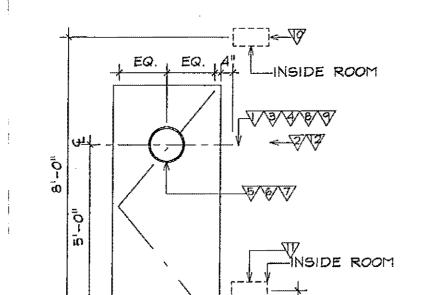
GENERAL NOTES

- CONTRACTOR TO VERIFY BUILDING NAME, ROOM NUMBERS AND ROOM NAMES WITH DISTRICT REPRESENTATIVE PRIOR
- TO SUBMITTAL OF SHOP DRAWINGS. 2. ALL DOOR SIGNAGE, EXCEPT THOSE MOUNTED DIRECTLY TO DOORS, SHALL INCLUDE CONTRACTED GRADE 2 BRAILLE DOTS 1/10" O.C. WITH 2/10" BETWEEN CELLS. DOTS SHALL BE RAISED A MINIMUM OF 1/40" ABOVE THE BACKGROUND
- 3. ALL GLASS-MOUNTED SIGNAGE TO HAVE BACKER PLATE PER **DETAIL. 4/A8.1.**
- 4. ALL LETTERING AND/OR NUMERALS TO BE CENTERED IN SIGNAGE PLAQUE.
- 5. ALL LETTERING AND/OR NUMBERS AND FIGURES TO BE RAISED 1/40" MINIMUM FROM BACKGROUND SURFACE.

DOOR SIGNAGE LOCATION

79/DIRECTIONAL SIGN

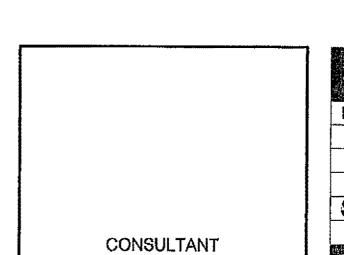
SCALE: 3"=1"-0"



DOOR SIGNAGE GROUPS

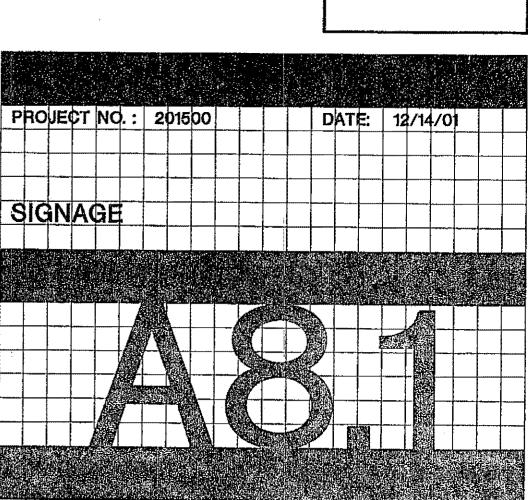
NOTES: NOT ALL SIGNS MAYBE USED. REFER TO DOOR SCHEDULE FOR LOCATIONS.

ĺ	GROUP	COMBINATION		GROUP	COMBINATION		GROUP	COMBINATIO
ſ	CI	2/G - 3/G		51	2/G - 4/G		TI	5/D - 8/W
	C2	2/W - 3/W	₽ P	52	2/W - 4/W		T2	6/D - 8/W
_ [сэ	2/G - 3/G - 10/G	ঠি	5 3	2/G - 4/G -10/W	្រ	.73	7/D - 8/W
5 [Ç4	2/W - 3/W-10/W	8	64	2/W - 4/W - 10/W	þ	T4	5/DB - 8/W
POOKOU.	C5	3/W	 	95	2/G - 4/G - 11/G	800	75	6/DB - 8/W
ğ [14	56	2/W - 4/W - 11/W	6	T6	5/D - 9/W
} [97	2/G - 4/G - 11/G - 12/G	둳	17	6/D - 9/W
			SPEC	58	2/W - 4/W - 11/W - 12/W	15	TS	7/D - 9/W
			"	9 9	4W		та	5/D8 - 9/W
				910	1/W - 11/W	ĺ	TIO	6/DB - 9/W



IDENTIFICATION STAMP DIV. OF THE STATE ARCHITECT APPL 04-104245

DSA STAMP



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DEMOLITION NUMBER NOTES:
REMOVE EXISTING PACKAGE UNIT, DUCTWORK AND GRILLES AND DISCARD OFF SITE PER CONTRACTOR'S OWN EXPENSE (TYPICAL).

2 REMOVE EXHAUST FAN, DUCTWORK AND GRILLES AND DISCARD OFF SITE PER CONTRACTOR'S OWN EXPENSE (TYPICAL).

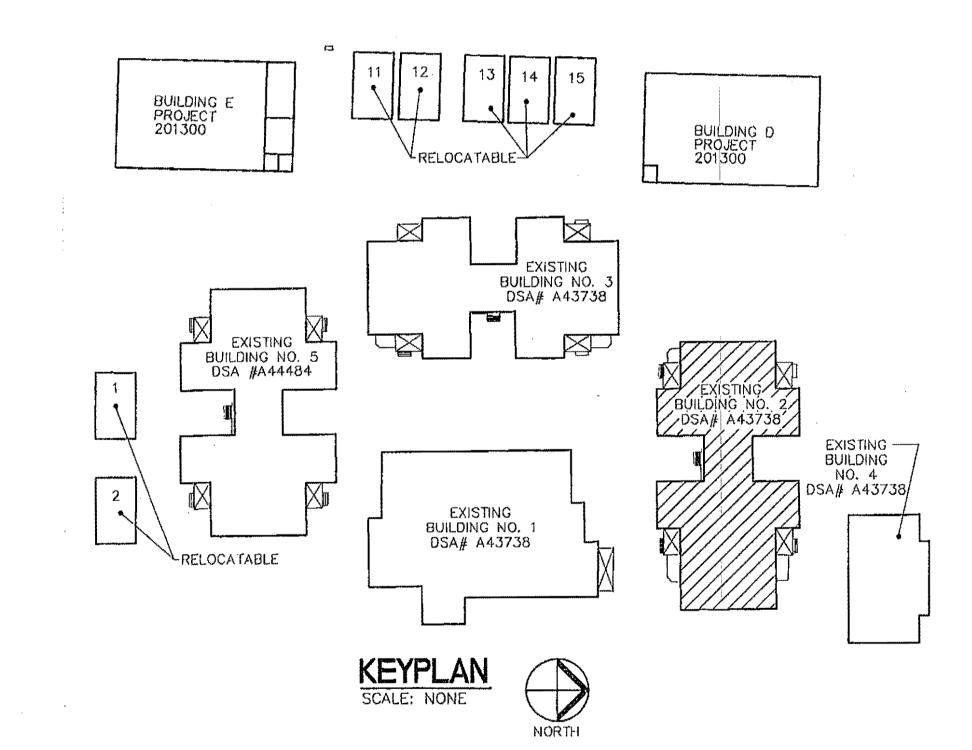
3 REMOVE EXISTING CONTROLS AND DISCARD OFF SITE PER CONTRACTOR'S OWN EXPENSE (TYPICAL).

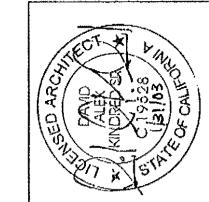
REMOVE EXISTING VENT CAP AND DISCARD OFF SITE PER CONTRACTOR'S OWN EXPENSE (TYPICAL).

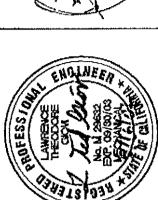
NOTE: SIZES AND LOCATIONS WERE DERIVED OFF OF EXISTING PLANS. CONTRACTOR IS TO FIELD VERIFY ALL SIZES AND LOCATIONS BEFORE CONSTRUCTION BEGINS.

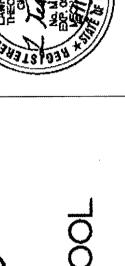
(BT) = EXISTING BYPASS TIMER

S = EXISTING SENSOR



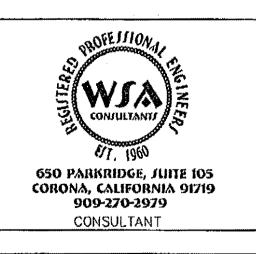


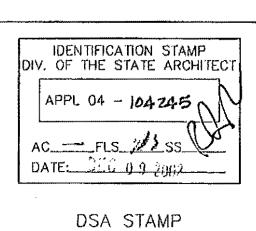


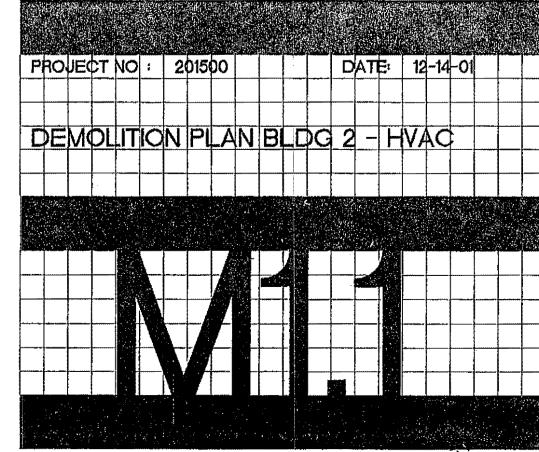


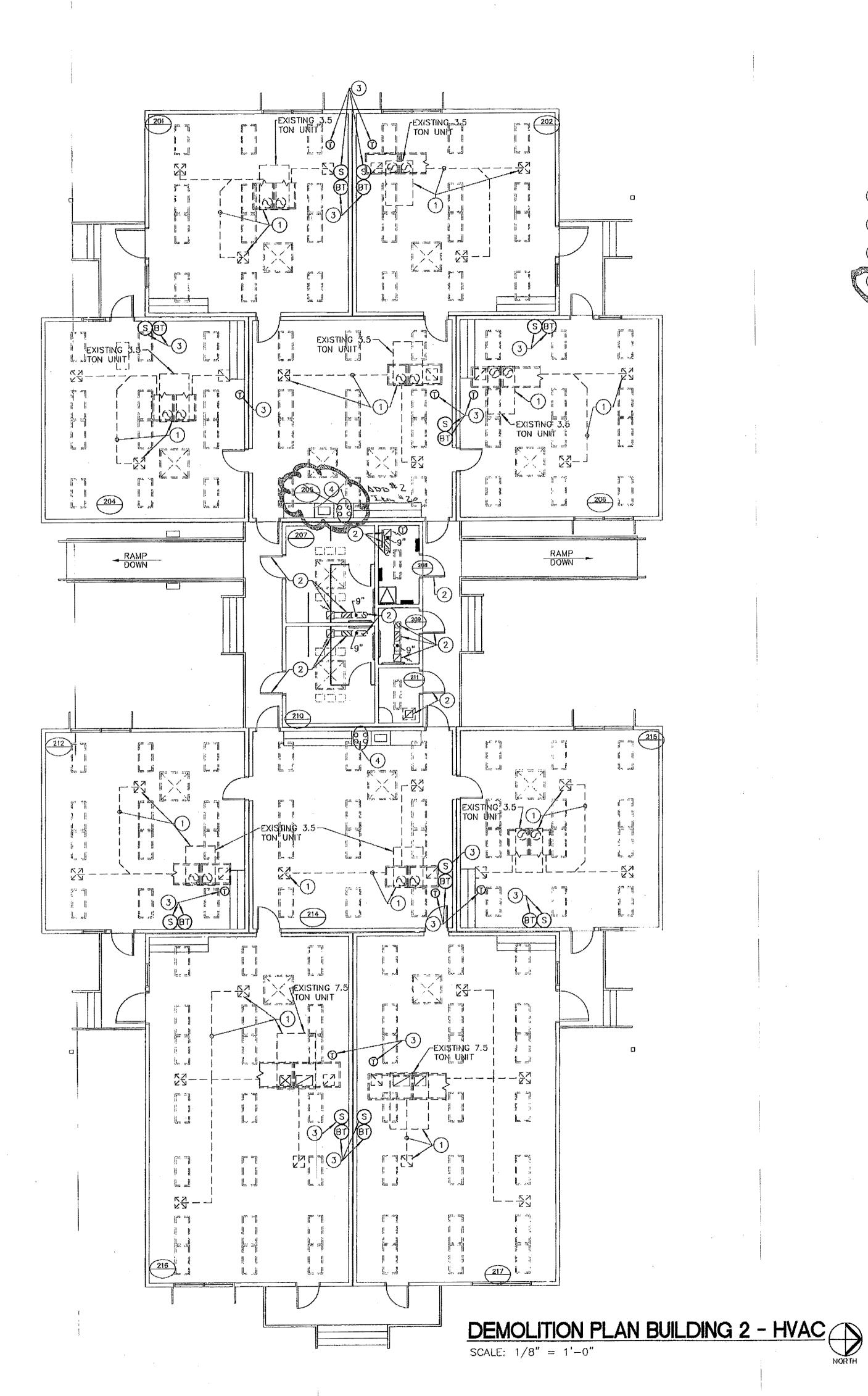
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DEMOLITION NUMBER NOTES:
REMOVE EXISTING PACKAGE UNIT, DUCTWORK AND GRILLES AND DISCARD OFF SITE PER CONTRACTOR'S OWN EXPENSE (TYPICAL).

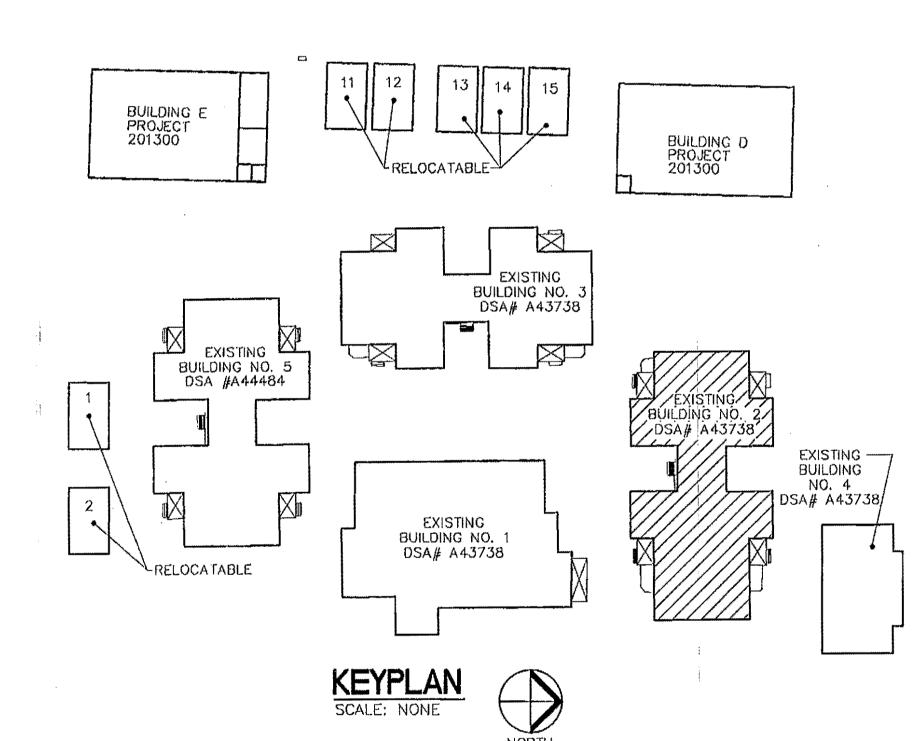
2 REMOVE EXHAUST FAN, DUCTWORK AND GRILLES AND DISCARD OFF SITE PER CONTRACTOR'S OWN EXPENSE (TYPICAL).

3 REMOVE EXISTING CONTROLS AND DISCARD OFF SITE PER CONTRACTOR'S OWN EXPENSE (TYPICAL) REMOVE EXISTING VENT CAP AND DISCARD OFF SITE PER CONTRACTOR'S OWN EXPENSE (TYPICAL).

NOTE: SIZES AND LOCATIONS WERE DERIVED OFF OF EXISTING PLANS. CONTRACTOR IS TO FIELD VERIFY ALL SIZES AND LOCATIONS BEFORE CONSTRUCTION BEGINS.

EXISTING CONTROL LEGEND THE EXISTING DUCT THERMOSTAT

(BT) = EXISTING BYPASS TIMER S = EXISTING SENSOR



650 PARKRIDGE, JUITE 105 CORONA, CALIFORNIA 91719 909-270-2979

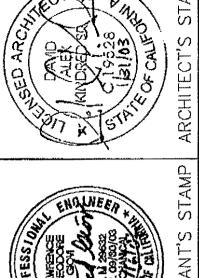
CONSULTANT

IDENTIFICATION STAMP DIV. OF THE STATE ARCHITECT

APPL 04 - 104 245 N

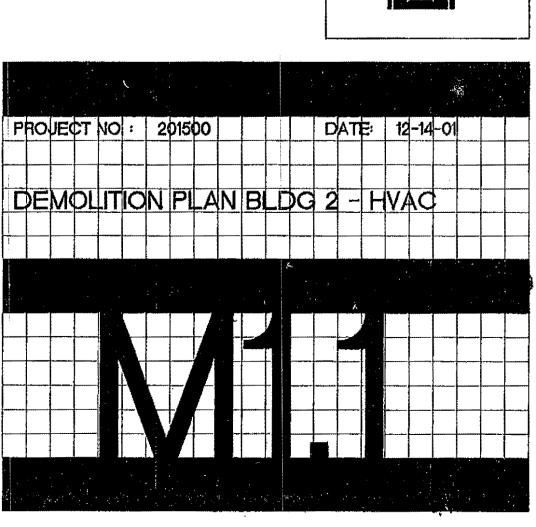
DSA STAMP

DATE: DEG (J. 9. 2002)



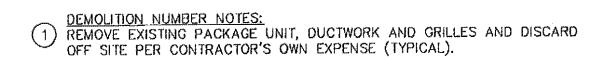


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DEMOLITION PLAN BUILDING 3 - HVAC

SCALE: 1/8" = 1'-0"



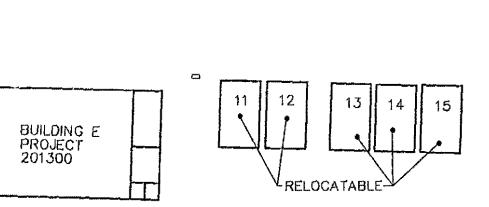
- REMOVE EXHAUST FAN, DUCTWORK AND GRILLES AND DISCARD OFF SITE PER CONTRACTOR'S OWN EXPENSE (TYPICAL).
- 3 REMOVE EXISTING CONTROLS AND DISCARD OFF SITE PER CONTRACTOR'S OWN EXPENSE (TYPICAL).
- 4) REMOVE EXISTING VENT CAP AND DISCARD OFF SITE PER CONTRACTOR'S OWN EXPENSE (TYPICAL).

NOTE: SIZES AND LOCATIONS WERE DERIVED OFF OF EXISTING PLANS. CONTRACTOR IS TO FIELD VERIFY ALL SIZES AND LOCATIONS BEFORE CONSTRUCTION BEGINS.

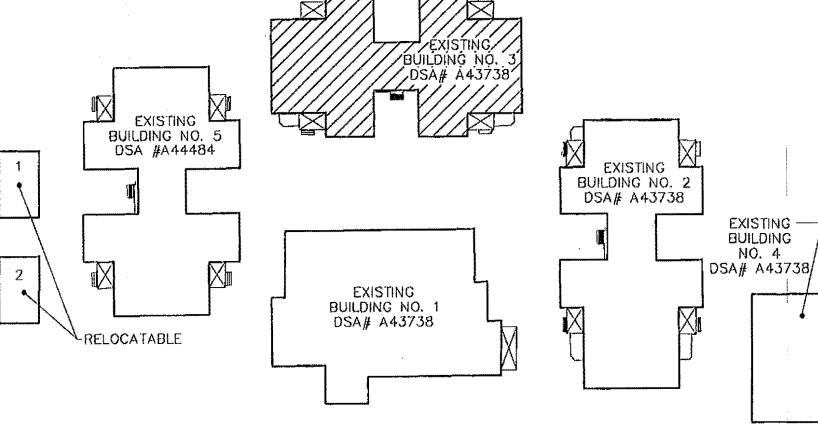
EXISTING CONTROL LEGEND

THE EXISTING DUCT THERMOSTAT (BT) = EXISTING BYPASS TIMER

(s) = EXISTING SENSOR

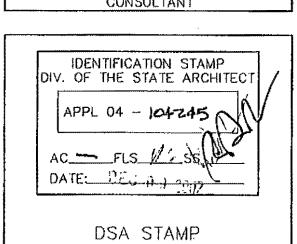


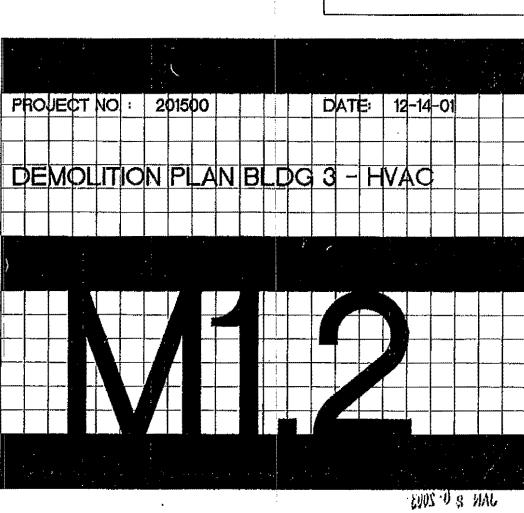












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DEMOLITION PLAN BUILDING 3 - HVAC

SCALE: 1/8" = 1'-0"

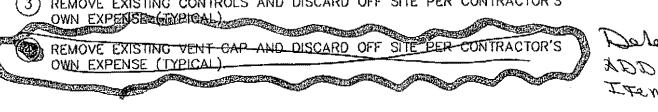
NORTH

DEMOLITION NUMBER NOTES:

REMOVE EXISTING PACKAGE UNIT, DUCTWORK AND GRILLES AND DISCARD OFF SITE PER CONTRACTOR'S OWN EXPENSE (TYPICAL).

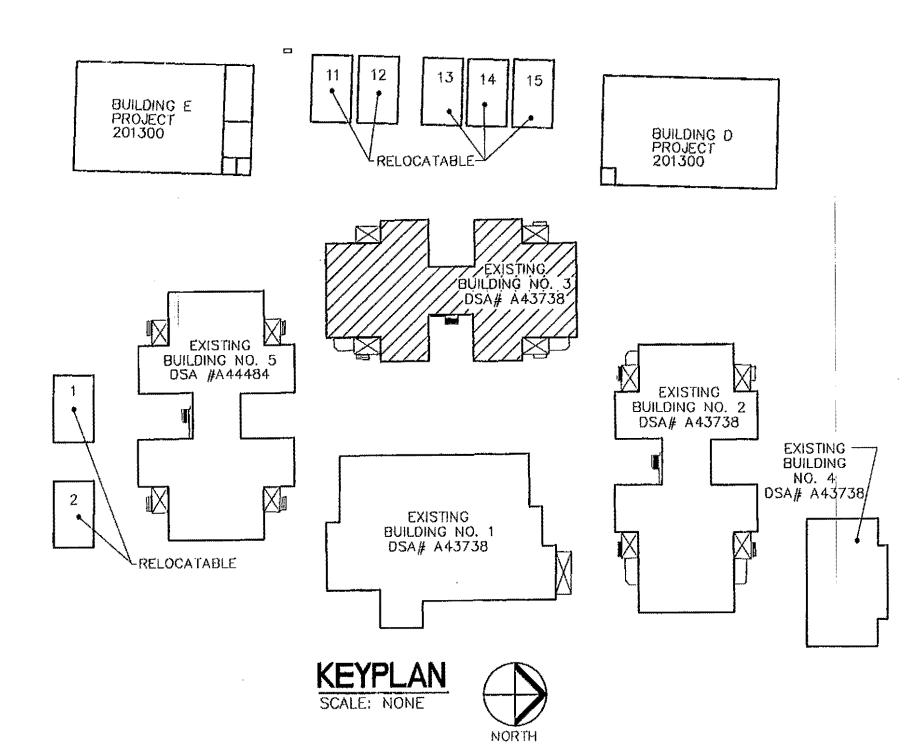
2 REMOVE EXHAUST FAN, DUCTWORK AND GRILLES AND DISCARD OFF SITE PER CONTRACTOR'S OWN EXPENSE (TYPICAL).

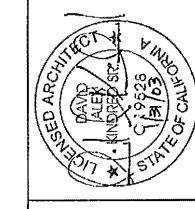
3 REMOVE EXISTING CONTROLS AND DISCARD OFF SITE PER CONTRACTOR'S OWN EXPENSE (GYPICAL)

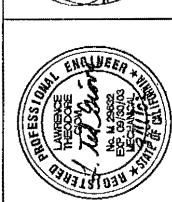


NOTE:
SIZES AND LOCATIONS WERE DERIVED OFF OF EXISTING PLANS.
CONTRACTOR IS TO FIELD VERIFY ALL SIZES AND LOCATIONS
BEFORE CONSTRUCTION BEGINS.

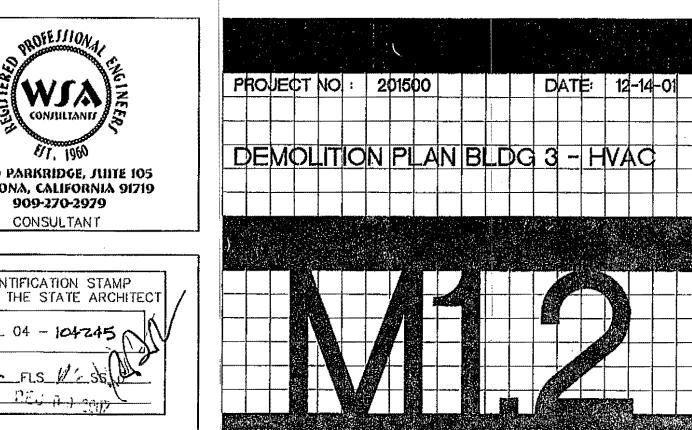
EXISTING CONTROL LECEND T = EXISTING DUCT THERMOSTAT (BT) = EXISTING BYPASS TIMER S = EXISTING SENSOR











650 PARKRIDGE, JUITE 105 CORONA, CALIFORNIA 91719 IDENTIFICATION STAMP DIV. OF THE STATE ARCHITECT

DSA STAMP

JAN 2 0.2003.

DEMOLITION PLAN BUILDING 5 - HVAC

SCALE: 1/8" = 1'-0"

NORTH

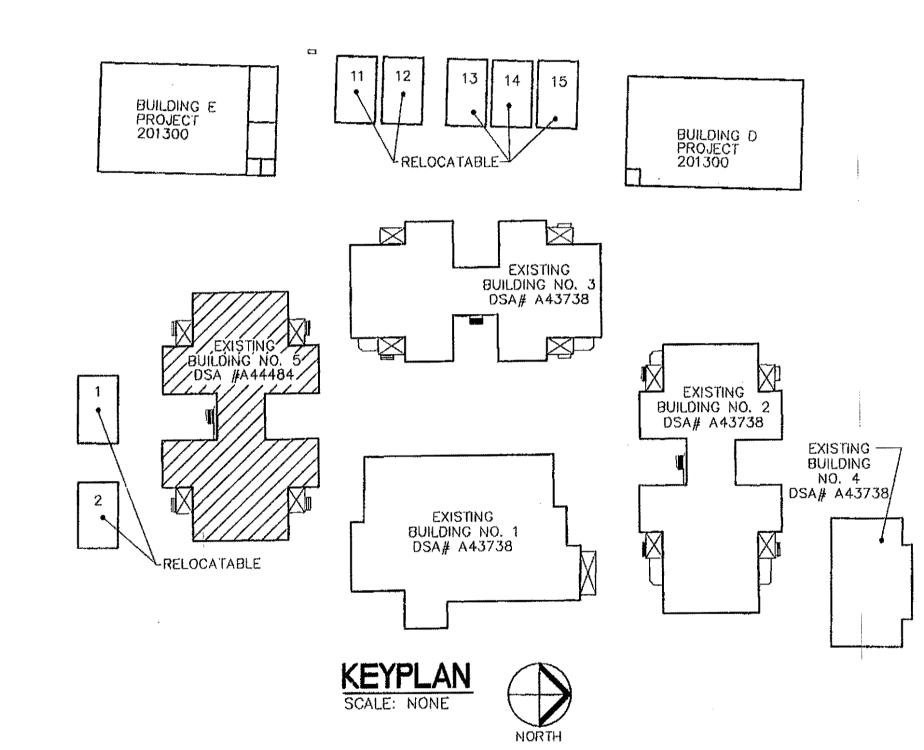


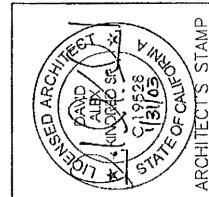
- DEMOLITION NUMBER NOTES:
 REMOVE EXISTING PACKAGE UNIT, DUCTWORK AND GRILLES AND DISCARD OFF SITE PER CONTRACTOR'S OWN EXPENSE (TYPICAL).
- 2 REMOVE EXHAUST FAN, DUCTWORK AND GRILLES AND DISCARD OFF SITE PER CONTRACTOR'S OWN EXPENSE (TYPICAL).
- REMOVE EXISTING CONTROLS AND DISCARD OFF SITE PER CONTRACTOR'S OWN EXPENSE (TYPICAL).
- 4 REMOVE EXISTING VENT CAP AND DISCARD OFF SITE PER CONTRACTOR'S OWN EXPENSE (TYPICAL).

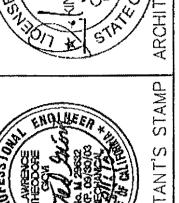
NOTE: SIZES AND LOCATIONS WERE DERIVED OFF OF EXISTING PLANS. CONTRACTOR IS TO FIELD VERIFY ALL SIZES AND LOCATIONS BEFORE CONSTRUCTION BEGINS.

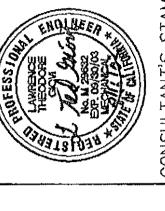
(BT) = EXISTING BYPASS TIMER

(S) = EXISTING SENSOR



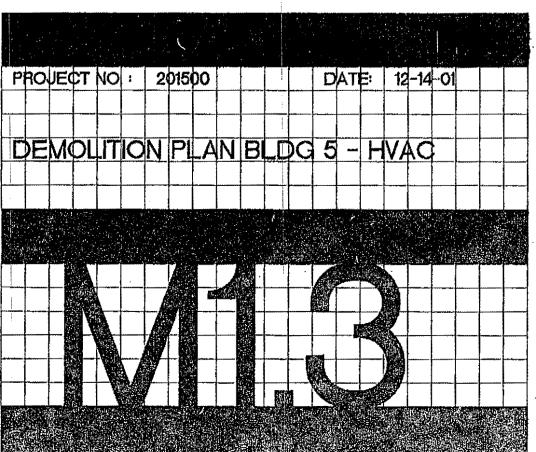






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650 PARKRIDGE, JUITE 105 CORONA, CALIFORNIA 91719 909-270-2979

IDENTIFICATION STAMP DIV. OF THE STATE ARCHITECT

2002 O Q MAI.

DEMOLITION PLAN BUILDING 5 - HVAC

SCALE: 1/8" = 1'-0"

NORTH



DEMOLITION NUMBER NOTES:
REMOVE EXISTING PACKAGE UNIT, DUCTWORK AND GRILLES AND DISCARD OFF SITE PER CONTRACTOR'S OWN EXPENSE (TYPICAL).

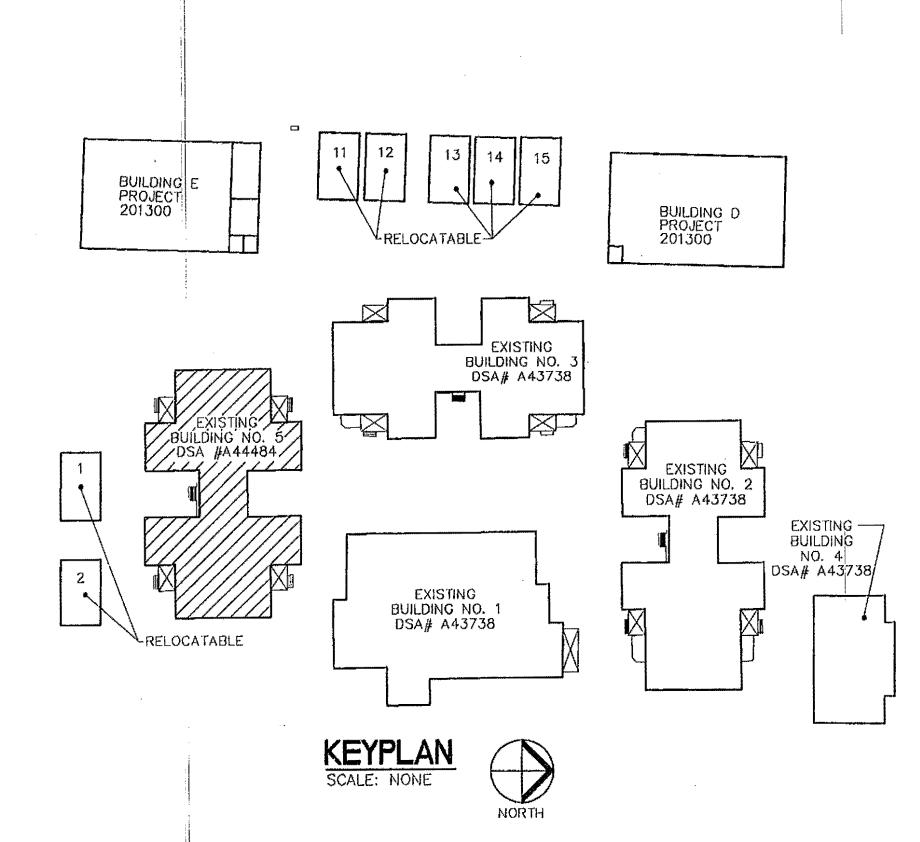
2) REMOVE EXHAUST FAN, DUCTWORK AND GRILLES AND DISCARD OFF SITE PER CONTRACTOR'S OWN EXPENSE (TYPICAL).

SIZES AND LOCATIONS WERE DERIVED OFF OF EXISTING PLANS.
CONTRACTOR IS TO FIELD VERIFY ALL SIZES AND LOCATIONS
BEFORE CONSTRUCTION BEGINS.

EXISTING CONTROL LEGEND

The existing duct thermostat (BT) = EXISTING BYPASS TIMER

(S) = EXISTING SENSOR

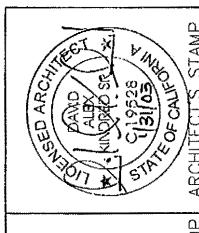


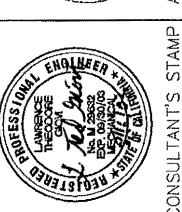
650 PARKRIDGE, JUITE 10S CORONA, CALIFORNIA 91719 909-270-2979

CONSULTANT

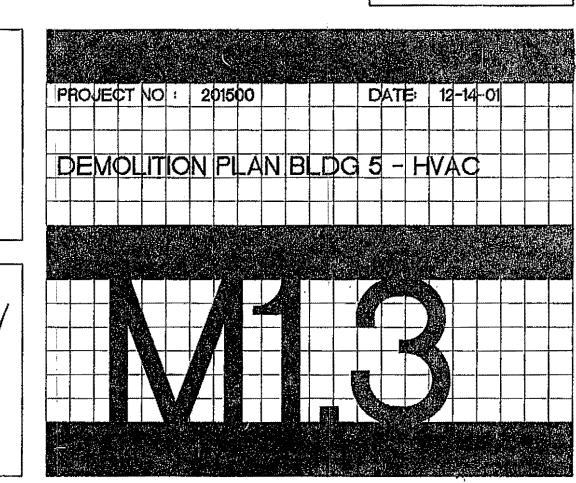
IDENTIFICATION STAMP DIV. OF THE STATE ARCHITECT

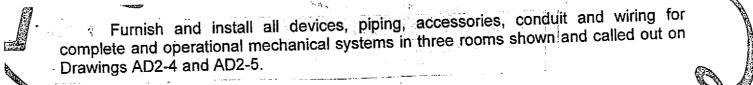
DSA STAMP

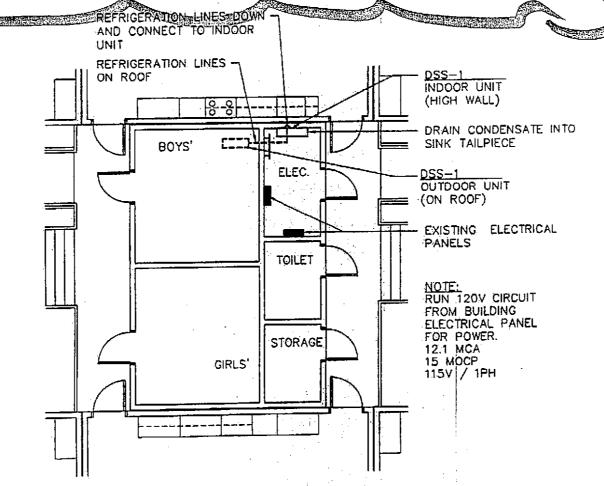












PARTIAL FLOOR PLAN SCALE 1/8" = 1-0" BUILDINGS 2, 3, & 5

LAKE ELSINORE UNIFIED SCHOOL DISTRICT

DATE: July 29, 2004

BUTTERFIELD ELEMENTARY MODERNIZATION BUILDINGS 2, 3 and 5

KPI ARCHITECTS INC. DRAWING NO.
ARCHITECTURE, ENGINEERING, PLANNING, INTERIOR DESIGN
650 East Parkridge Avenue, Suite 105
Corona, California 92879-1092
951-270-2979 FAX: 951-270-2947 DATE: July 29, 20

JOB NO.: 201500

FILE NO.: 33-15

DSA NO.: 04-104245

DUCTLESS SPLIT SYSTEM DSS-I MANUFACTURER CARRIER 40QNE-009 38BK-009 INDOOR/OUTDOOR UNIT MODEL# CFM (HIGH SPEED) 240 8,700 .95

COOLING TOTAL BTU TOTAL KW 10.0 9.2 9,000/5,120 HEATING TOTAL BTU HIGH/LOW HIGH HSPF/LOW COP 3.20/2.2 115/1/60 V/PH/Hz 11.2/9.76 MCA/FLA

моср WEIGHT (LBS) INDOOR UNIT/OUTDOOR UNIT 18.7/60.7 REFRIGERANT LINES

THE FOLLOWING ARE TO BE INCLUDED FOR ALL UNITS UNLESS OTHERWISE STATED:

- FAN SPEEDS 3+ AUTOMATIC
- WASHABLE AIR FILTER
- ON/OFF/24-HOUR
- MICROCOMPUTER CONTROLS
- HEATING DESIGN TEMPERATURES © 27 EAT O.D. 70 EAT I.D.
- SANYO AND FRIERICH ARE ACCEPTED IN NAME ONLY & MUST MEET PLANS AND SPECIFICATIONS

LAKE ELSINORE UNIFIED SCHOOL DISTRICT

BUTTERFIELD ELEMENTARY MODERNIZATION BUILDINGS 2, 3 and 5

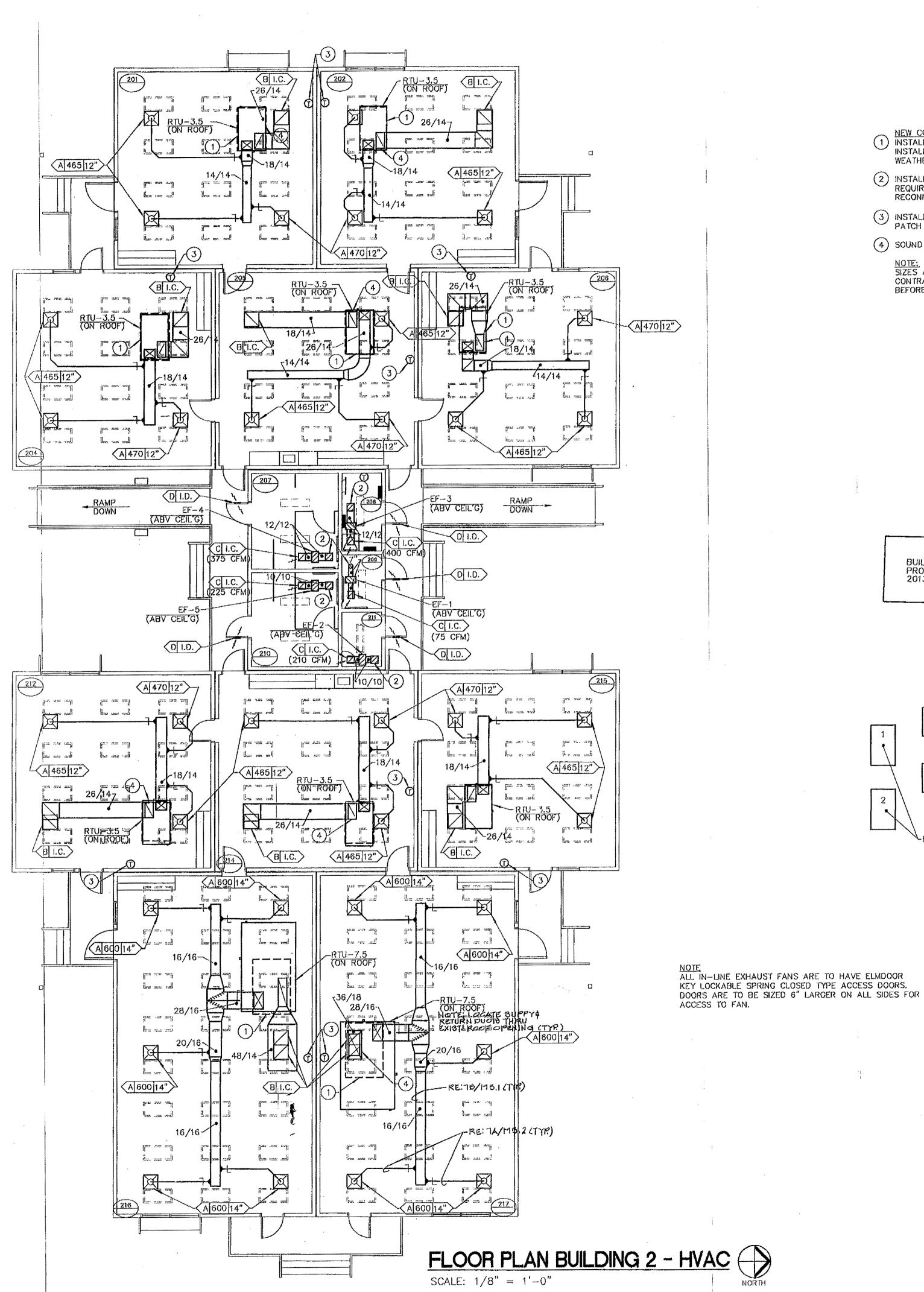
KPI ARCHITECTS INC. DRAWING NO.
ARCHITECTURE, ENGINEERING, PLANNING, INTERIOR DESIGN
650 East Parkridge Avenue, Suite 105
Corona, California 92879-1092
951-270-2979 FAX: 951-270-2947 DATE: July 29, 20

M2:1 M22, M2.3 E7.2 E7.5, E7.7

JOB NO.: 201500

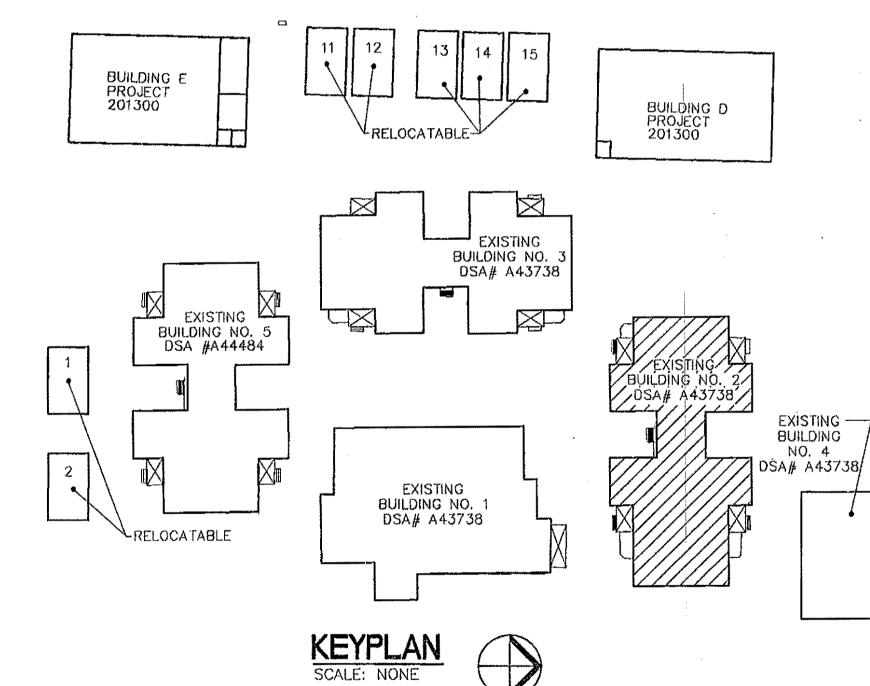
FILE NO.: 33-15

DSA NO.: 04-104245



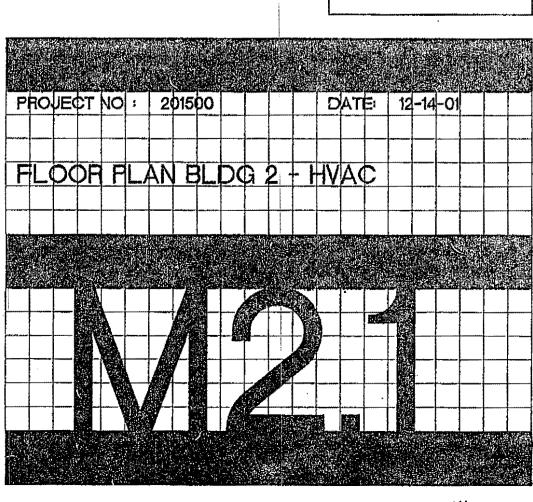
- NEW CONSTRUCTION NUMBERED NOTES:
 INSTALL NEW PACKAGED COOLING AND HEATING ON EXISTING CURB.
 INSTALL ADAPTER CURB AS REQUIRED. INSTALLATION IS TO BE
 WEATHER TIGHT.
- 2) INSTALL NEW VENT CAP FOR EXHAUST FAN. ADAPT TO CURB AS REQUIRED. SIZE VENT CAP PER MANUFACTURERS RECOMMENDATIONS. RECONNECT DUCTWORK AS REQUIRED.
- 3 INSTALL NEW THERMOSTAT IN OLD LOCATION OF REMOTE SENSOR. PATCH AND REPAIR WALL AS REQUIRED.
- 4) SOUND TRAP.

SIZES AND LOCATIONS WERE DERIVED OFF OF EXISTING PLANS. CONTRACTOR IS TO FIELD VERIFY ALL SIZES AND LOCATIONS BEFORE CONSTRUCTION BEGINS.



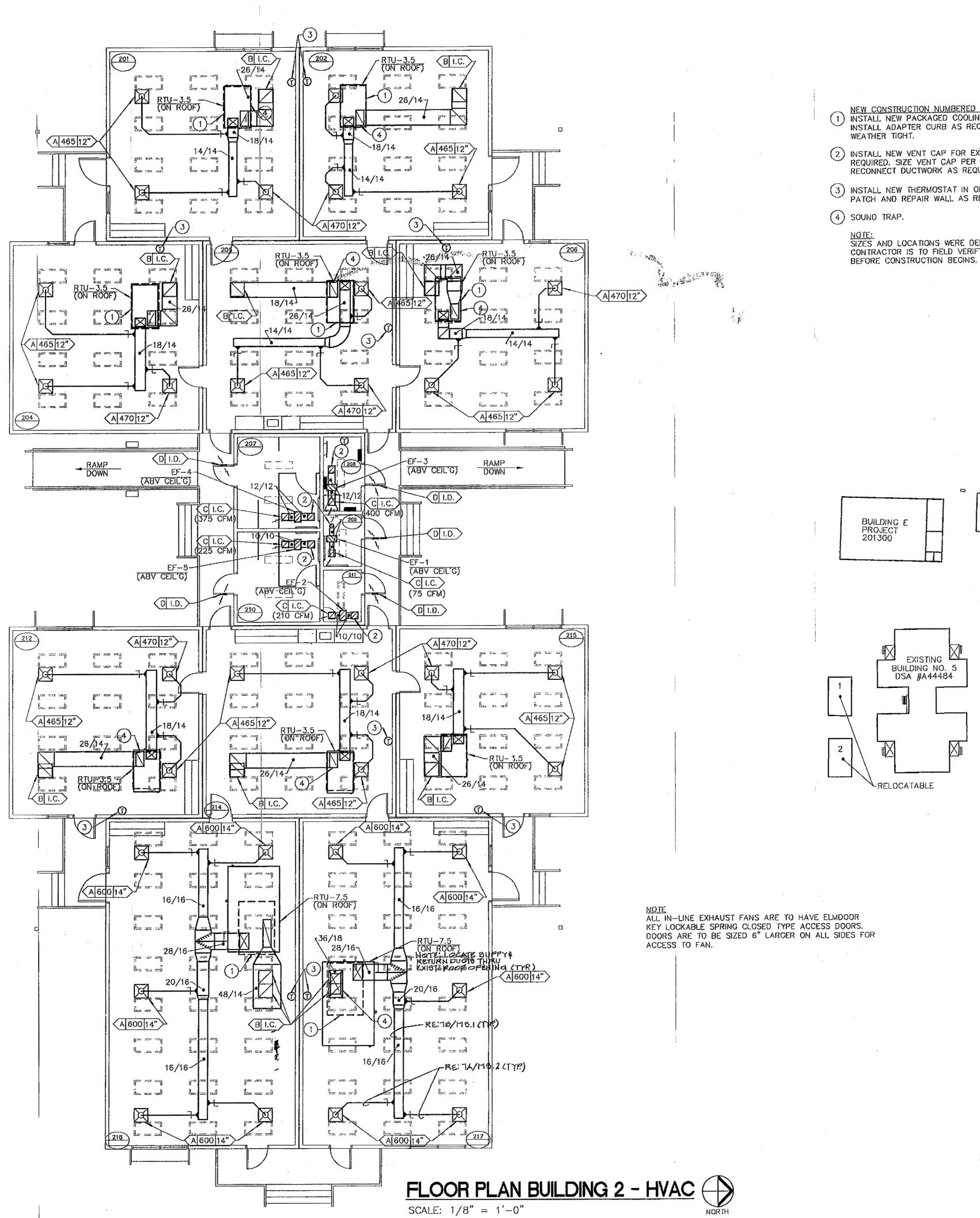


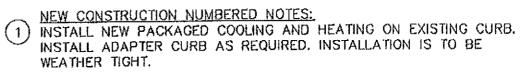
IDENTIFICATION STAMP DIV. OF THE STATE ARCHITECT APPL 04 - 104245 AC___FLS_____SS____ DATE: 020 09 2002 DSA STAMP





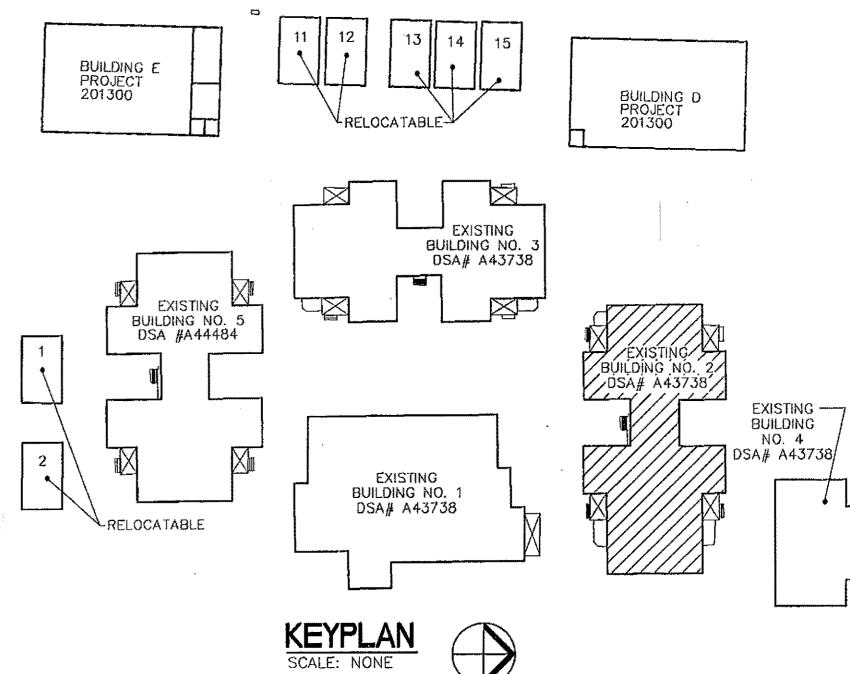
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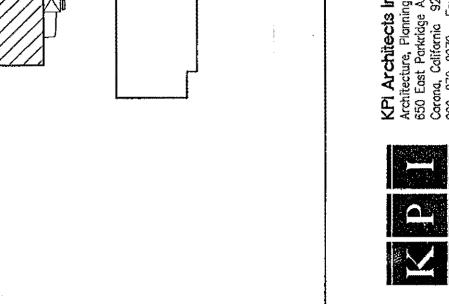


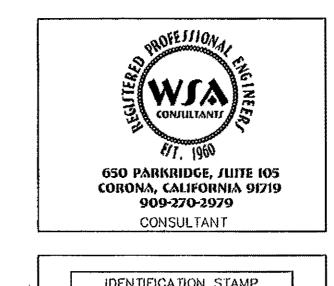


- 2 INSTALL NEW VENT CAP FOR EXHAUST FAN. ADAPT TO CURB AS REQUIRED. SIZE VENT CAP PER MANUFACTURERS RECOMMENDATIONS. RECONNECT DUCTWORK AS REQUIRED.
- 3) INSTALL NEW THERMOSTAT IN OLD LOCATION OF REMOTE SENSOR. PATCH AND REPAIR WALL AS REQUIRED.

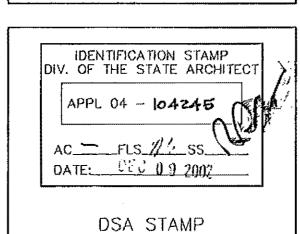
NOTE:
SIZES AND LOCATIONS WERE DERIVED OFF OF EXISTING PLANS.
CONTRACTOR IS TO FIELD VERIFY ALL SIZES AND LOCATIONS

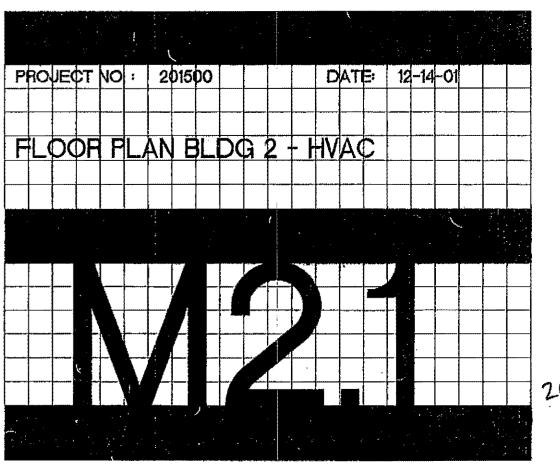




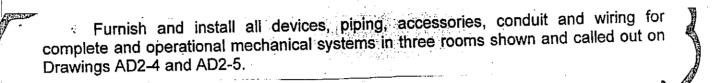


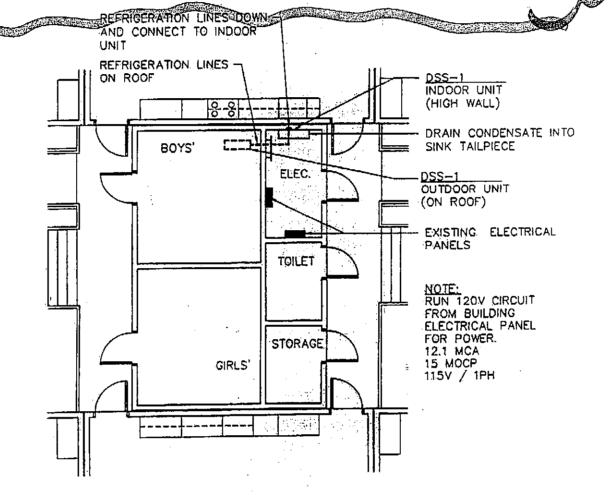
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PARTIAL FLOOR PLAN
SCALE 1/8" = 1-0" BUILDINGS 2, 3, & 5

LAKE ELSINORE UNIFIED SCHOOL DISTRICT

BUTTERFIELD ELEMENTARY MODERNIZATION BUILDINGS 2, 3 and 5

KPI ARCHITECTS INC. DRAWING NO.
ARCHITECTURE, ENGINEERING, PLANNING, INTERIOR DESIGN
650 East Parkridge Avanue, Suite 105
Corona, California 92879-1092
951-270-2979 FAX: 951-270-2947 DATE: July 29, 2004

JOB NO.: 201500 DSA NO.: 04-104245

DATE: July 29, 2004 FILE NO.: 33-15 M2.1, M2.2 M2.3 E7.2 E7.5 E7.7

KPI ARCHITECTS INC. ARCHITECTURE, ENGINEERING, PLANNING, INTERIOR DESIGN
650 East Parkridge Avenue, Suite 106
Corona, California 92879-1092
951-270-2979 FAX: 951-270-2947 DATE: J

LAKE ELSINORE UNIFIED SCHOOL DISTRICT

BUTTERFIELD ELEMENTARY MODERNIZATION BUILDINGS 2, 3 and 5

DRAWING NO. DSA NO.: 04-104245 FILE NO.: 33-15

> M2:1 M2.2, M2.3 E7.2 E7.5, E7.7

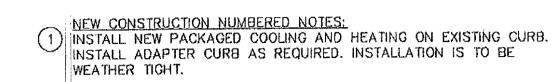
DUCTLESS SPLIT SYSTEM DSS-1 CARRIER MANUFACTURER 40QNE-009 38BK-009 INDOOR/OUTDOOR UNIT MODEL# 240 CFM (HIGH SPEED) 8,700 COOLING TOTAL BTU .95 TOTAL KW 10.0 SEER 9.2 9,000/5,120 HEATING TOTAL BTU HIGH/LOW 3.20/2.2 HIGH HSPF/LOW COP 115/1/60 V/PH/Hz 11.2/9.76 MCA/FLA , 15 MOCP WEIGHT (LBS) INDOOR UNIT/OUTDOOR UNIT 18.7/60.7 (L) 1/4 OD (V) 1/2 OD REFRIGERANT LINES

THE FOLLOWING ARE TO BE INCLUDED FOR ALL UNITS UNLESS OTHERWISE STATED: - FAN SPEEDS 3+ AUTOMATIC - WASHABLE AIR FILTER

- ON/OFF/24-HOUR - MICROCOMPUTER CONTROLS - HEATING DESIGN TEMPERATURES @ 27" EAT O.D. 70" EAT I.D. - SANYO AND FRIERICH ARE ACCEPTED IN NAME ONLY & MUST MEET PLANS AND SPECIFICATIONS

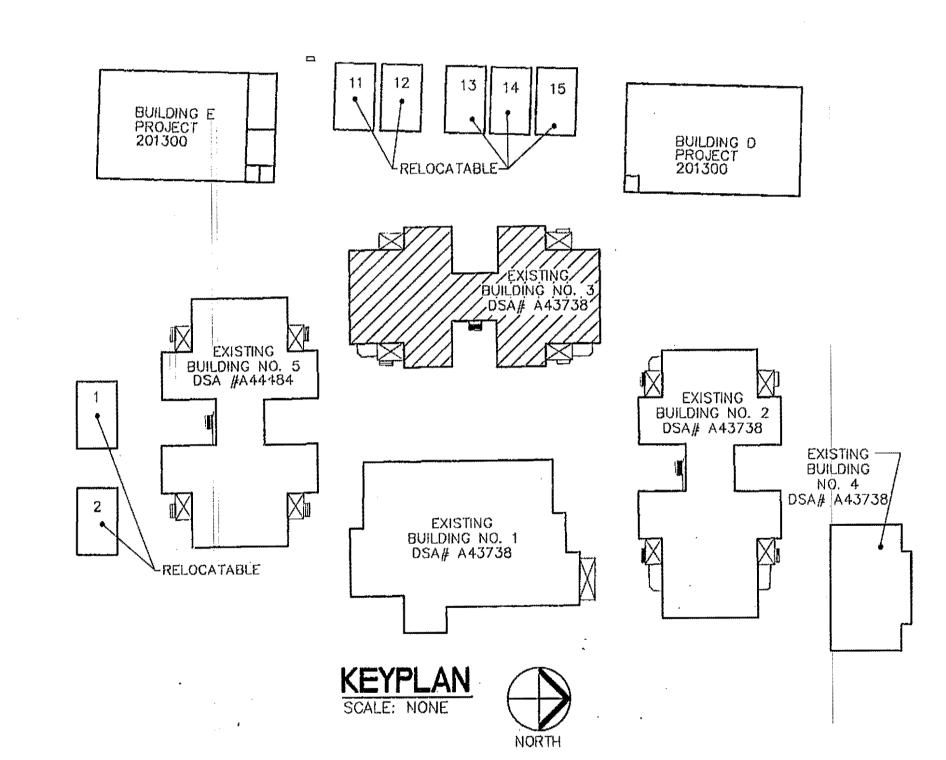
FLOOR PLAN BUILDING 3 - HVAC

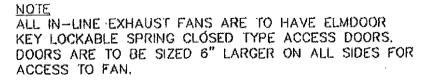
SCALE: 1/8" = 1'-0"

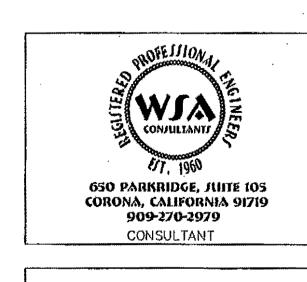


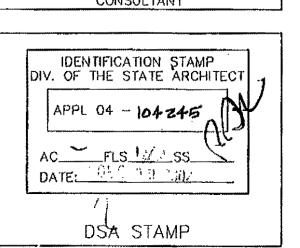
- (2) INSTALL NEW VENT CAP FOR EXHAUST FAN. ADAPT TO CURB AS REQUIRED. SIZE VENT CAP PER MANUFACTURERS RECOMMENDATIONS. RECONNECT DUCTWORK AS REQUIRED.
- 3 INSTALL NEW THERMOSTAT IN OLD LOCATION OF REMOTE SENSOR. PATCH AND REPAIR WALL AS REQUIRED.
- 4 SOUND TRAP.

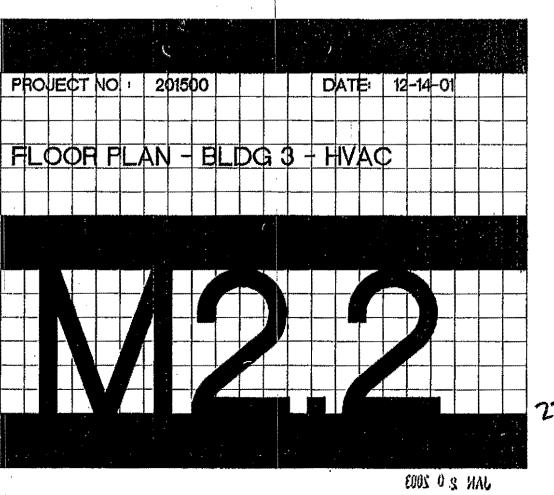
NOTE: SIZES AND LOCATIONS WERE DERIVED OFF OF EXISTING PLANS. CONTRACTOR IS TO FIELD VERIFY ALL SIZES AND LOCATIONS BEFORE CONSTRUCTION BEGINS.



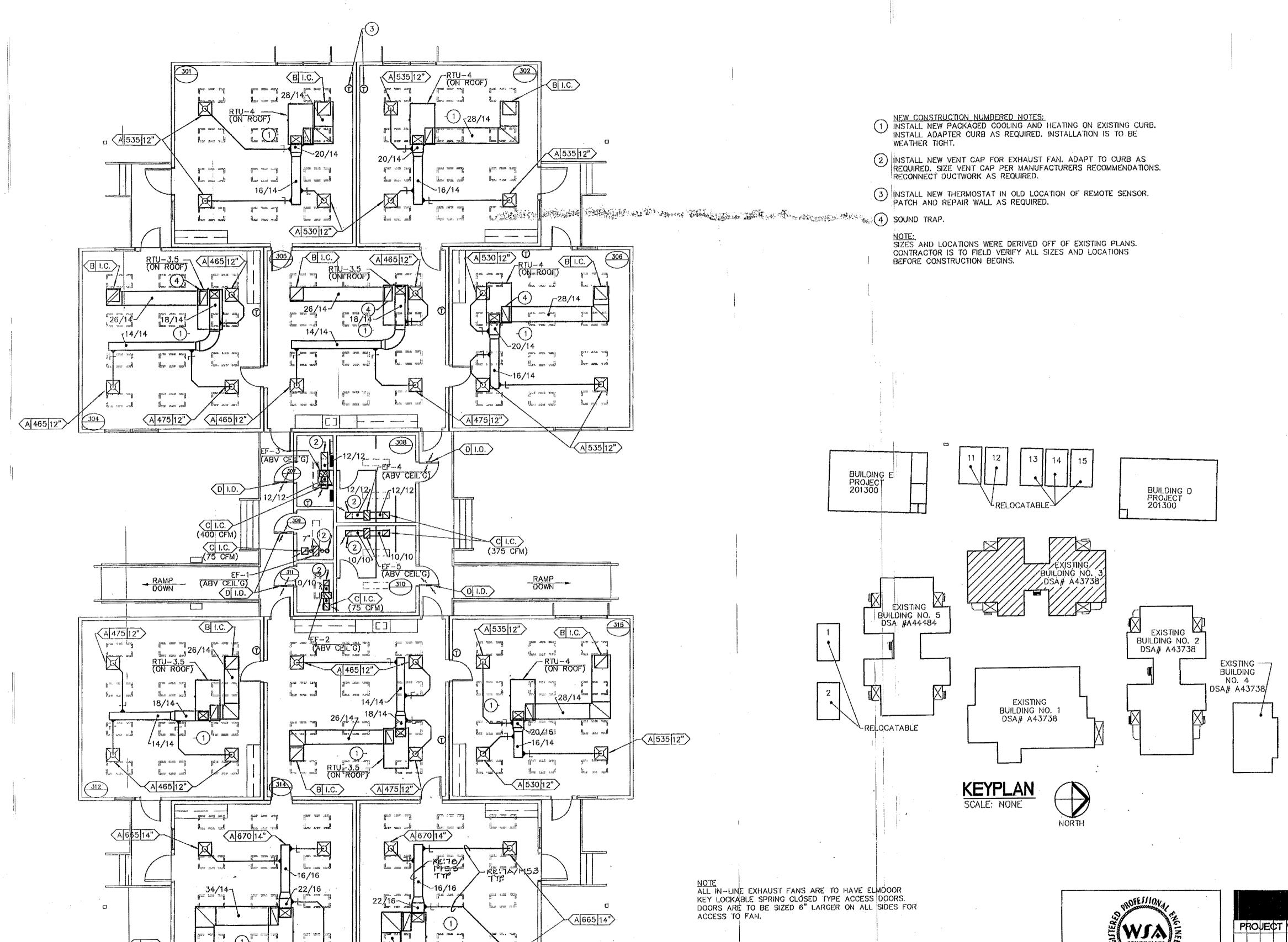








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(318)

SCALE: 1/8" = 1'-0"

FLOOR PLAN BUILDING 3 - HVAC

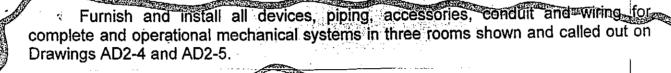
NORTH

650 PARKRIDGE, JUITE 105 CORONA, CALIFORNIA 91719 909-270-2979 CONSULTANT IDENTIFICATION STAMP DIV. OF THE STATE ARCHITECT AC FLS 18/3 SS DSA STAMP

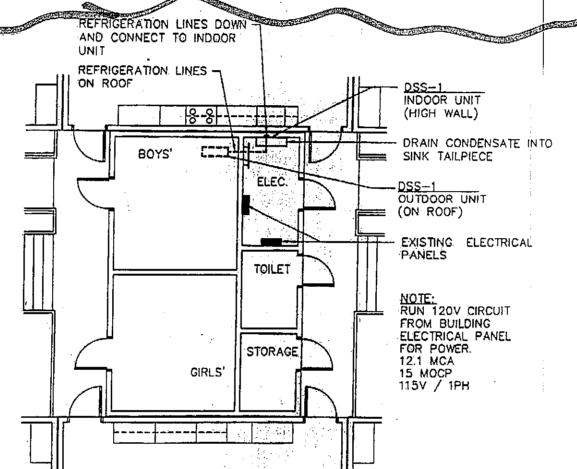
DATE: 12-14-01 PROJECT NO : 201500 FLOOR PLAN - BLDG 3 - HVAC JAN 2 0 2003

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PARTIAL FLOOR PLAN BUILDINGS 2, 3, & 5

LAKE ELSINORE UNIFIED SCHOOL DISTRICT

BUTTERFIELD ELEMENTARY MODERNIZATION BUILDINGS 2, 3 and 5 JOB NO.: 201500

KPI ARCHITECTS INC. DRAWING NO.
ARCHITECTURE, ENGINEERING, PLANNING, INTERIOR DESIGN
650 East Parkridge Avenue, Suite 105
Corona, California 92879-1092
951-270-2979 FAX: 951-270-2947 DATE: July 29, 20

DATE: July 29, 2004

DSA NO.: 04-104245 FILE NO.: 33-15

M2.1, M2.2 M2.3 F7.2 E7.5 E7.7

DUCTLESS SPLIT SYSTEM

MARK	DSS-1
MANUFACTURER	CARRIER
INDOOR/OUTDOOR UNIT MODEL#	40QNE-009 38BK-009
CFM (HIGH SPEED)	240
COOLING TOTAL BTU	8,70.0
TOTAL KW	.95
SEER	10.0
EER	9.2
HEATING TOTAL BTU HIGH/LOW	9,000/5,120
HIGH HSPF/LOW COP	3.20/2.2
//PH/Hz	115/1/60
ICA/FLA	11.2/9.76
иоср	15
EIGHT (LBS) INDOOR UNIT/OUTDOOR UNIT	18.7/60.7
EFRIGERANT LINES	(L) 1/4 OD (V) 1/2 OD

- THE FOLLOWING ARE TO BE INCLUDED FOR ALL UNITS UNLESS OTHERWISE STATED:
- FAN SPEEDS 3+ AUTOMATIC WASHABLE AIR FILTER ON/OFF/24-HOUR MICROCOMPUTER CONTROLS
- HEATING DESIGN TEMPERATURES @ 27 EAT O.D. 70 EAT I.D.
- SANYO AND FRIERICH ARE ACCEPTED IN NAME ONLY & MUST MEET PLANS AND SPECIFICATIONS

LAKE ELSINORE UNIFIED SCHOOL DISTRICT

KPI ARCHITECTS INC.

ARCHITECTURE, ENGINEERING, PLANNING, INTERIOR DESIGN
650 East Parkridge Avenue, Suite 105
Corona, California 92879-1092
951-270-2979

FAX: 951-270-2947

DATE: July 28, 2

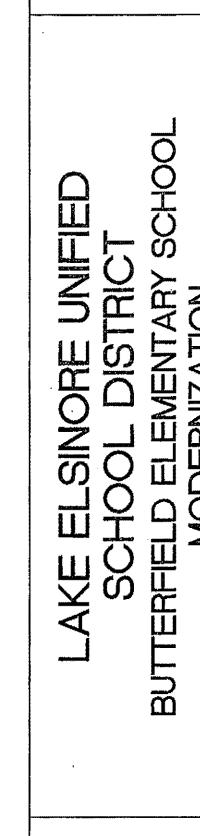
BUTTERFIELD ELEMENTARY MODERNIZATION BUILDINGS 2, 3 and 5

JOB NO.: 201500 DSA NO.: 04-104245

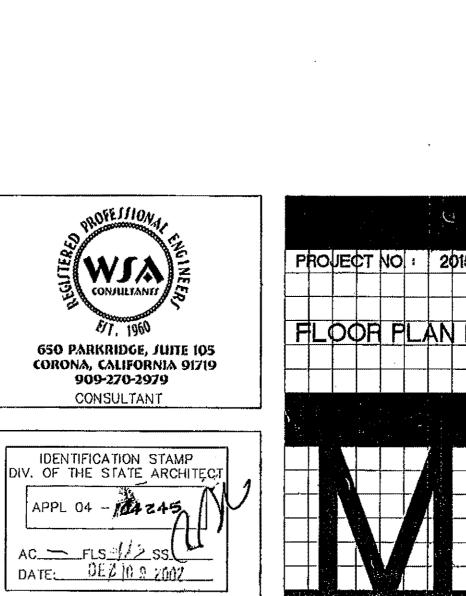
FILE NO.: 33-15

DATE: July 29, 2004

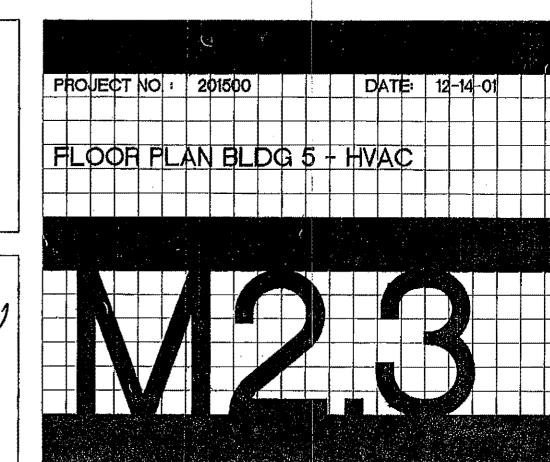
M2:1 M2.2, M2.3 E7.2 E7.5, E7.7

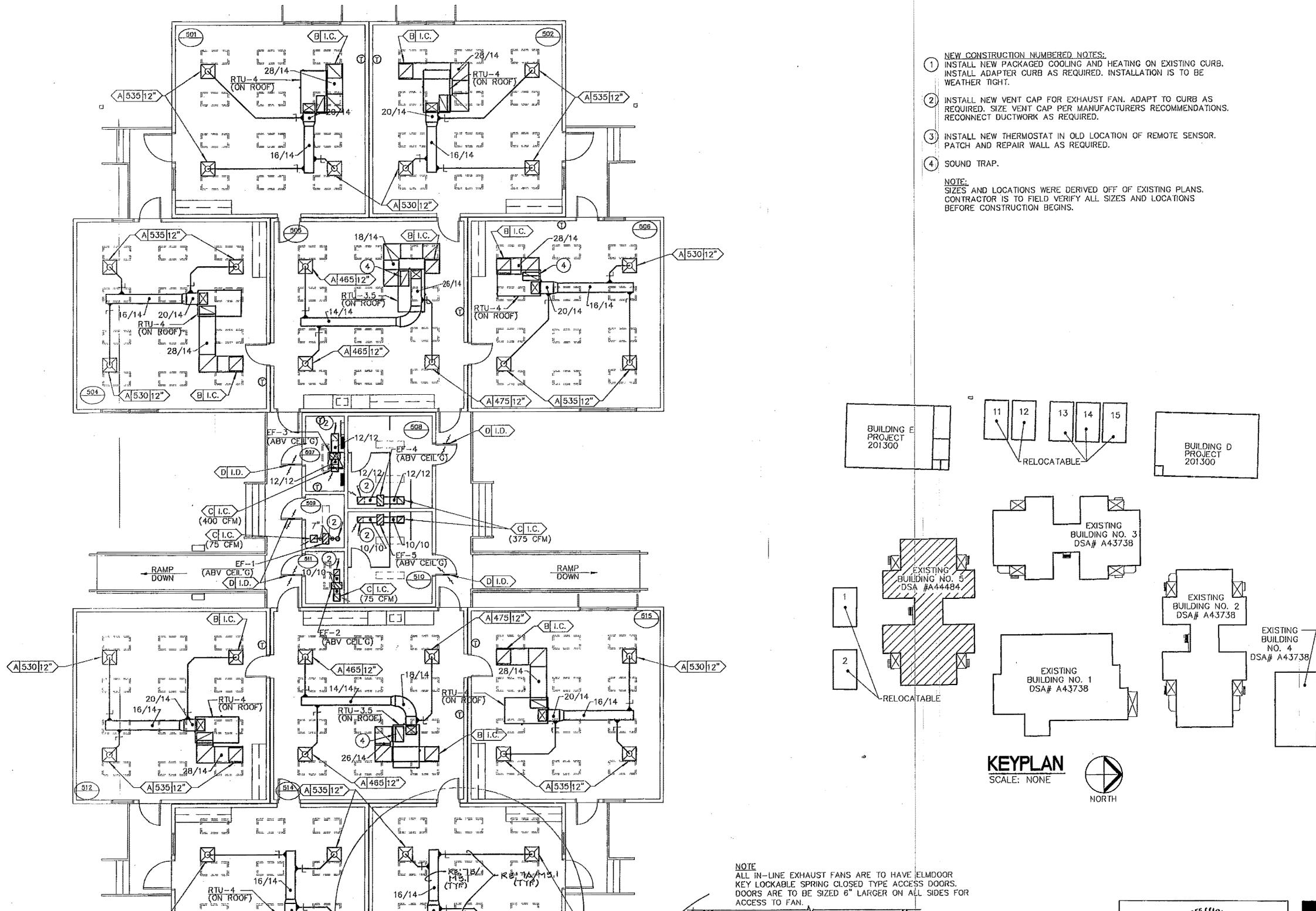






DSA STAMP





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28/14 NOTE: LOCATE SUPPLY RETURN DUCTO THICU EXIST.

FLOOR PLAN BUILDING 5 - HVAC

SCALE: 1/8" = 1'-0"

A 535 12"

/ (N) RTU

(N) DUCTS

LE H.V.A.C ROOF OPENING

E) DOUBLE JOIST

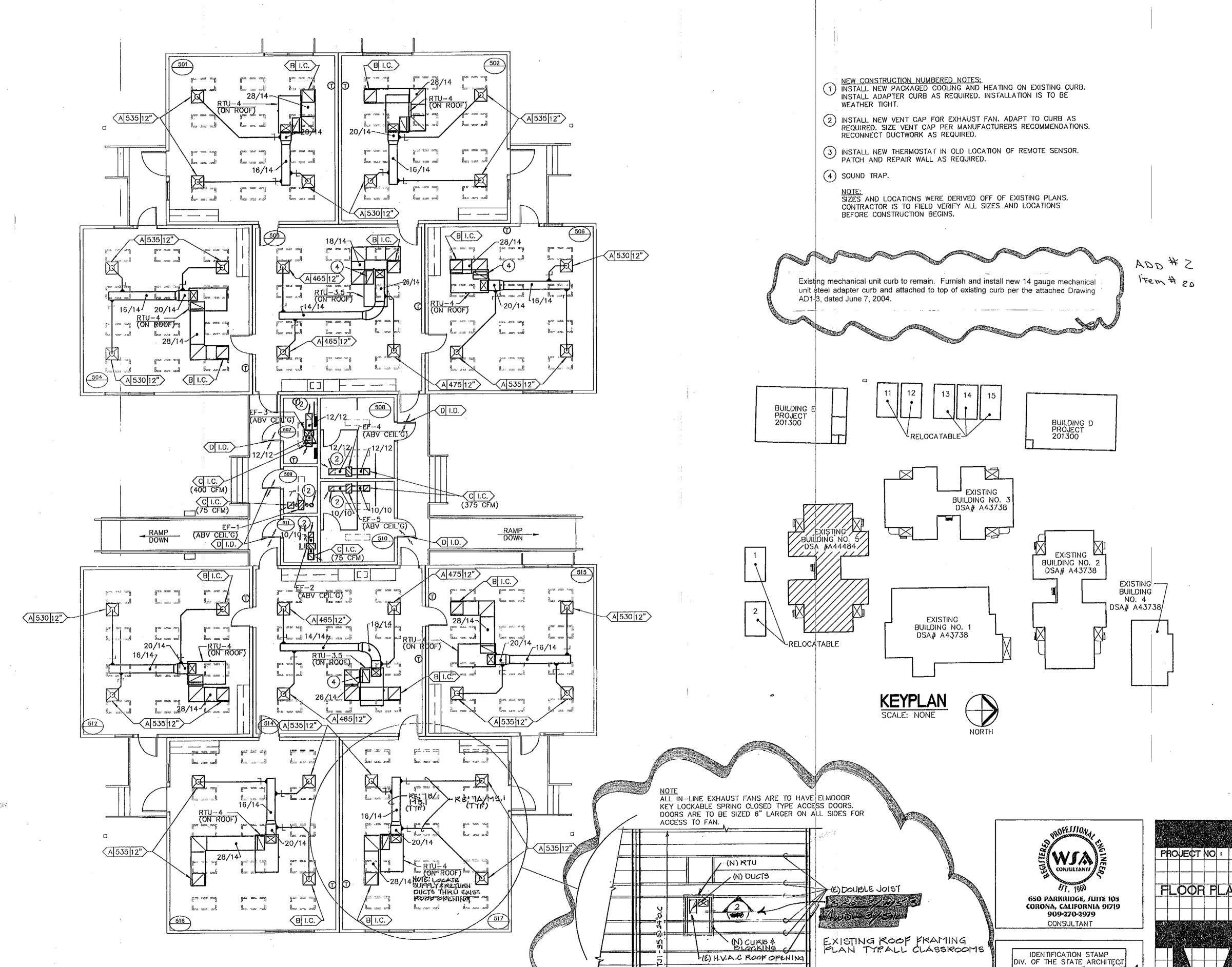
SEE 2/115.3 AWD 3/51

EXISTING ROOF FRAMING FLAN TYPALL CLASSROOMS

RTU-4 — (ON ROOF)

516

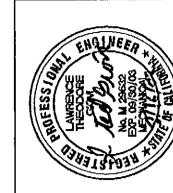
(A 535 12")



FLOOR PLAN BUILDING 5 - HVAC

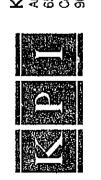
SCALE: 1/8" = 1'-0"

LE H.V.A.C ROOF OPENING



UNIFIED

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AC FLS 4/2 SS DATE: DE 2 10 9 7002

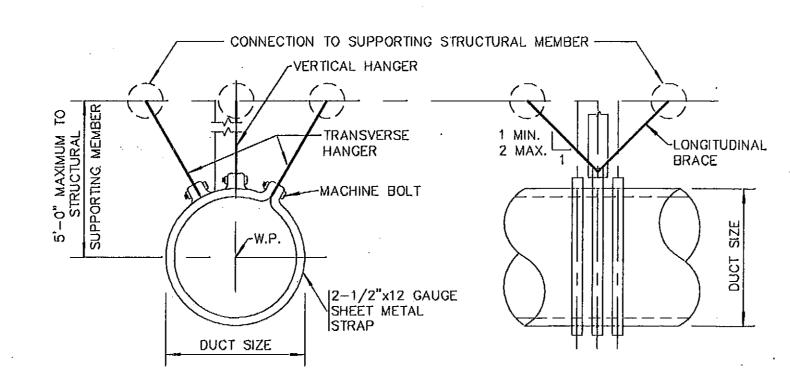
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ROOFTOP UNIT DETAIL (CARRIER)
NO SCALE

VERIFY ROOF SLOPE BEFORE ORDERING ROOF CURBS.

NOTE: PROVIDE SIESMIC RESTRAINT AS PER CMC RESILIENT GASKET NEOPRENE ISO-PAD -~NEW ROOF TOP UNIT W(4) #10 x 1/2" TEK SCREWS -UNIT HOLD CLIP ATTACH TO UNIT W(4)
#10 x 1/2" TEK SCREWS
(SEE UNIT HOLD DOWN CLIP DETAIL) 2 x 2 NAILER STRIP-1) CONFIGURE TO FIT UNIT AND BASERAIL. " RIGID INSUL. BOARD 2) NUMBER OF CLIPS SHALL BE DETERMINED BY SIZE OF UNIT WITH A MIN. OF 4 3) Not used FLASHING BY ROOFING CONTRACTOR. ROOF DECKING 4) CURB TO BE MIN. 8" TALL WITH LEVEL TOP FOR -ROOF MAESTIC PLACEMENT OF RTU. -(N) 3X&BLCCKING RE: 2/M5,1 UNIT HOLD DOWN CLIP DETAIL NO SCALE

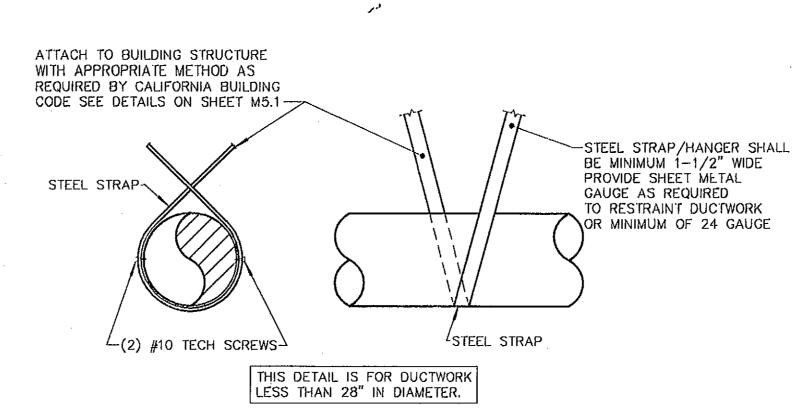
ROOFTOP UNIT CURB/PLATFORM DETAIL



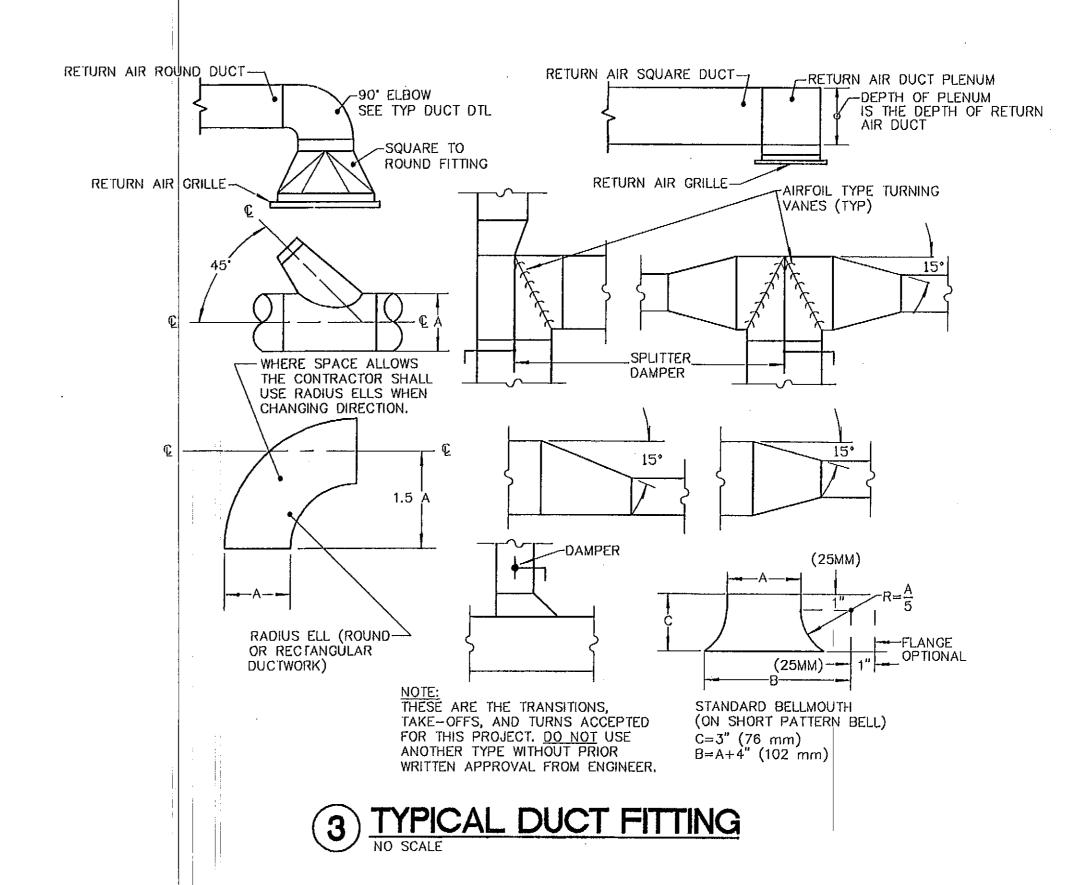
1. CHAPTER REFERENCES ARE TO SMACNA RESTRAINT MANUAL GUIDLINES FOR MECHANICAL SYSTEMS REFER TO CHAPTER 3 FOR GENERAL REQUIREMENTS.
 SEE TABLE 5-3, 6-3 OR 7-3 FOR VERTICAL HANGERS, DIAGONAL AND HORIZONTAL BRACES, BOLT SIZE, CONNECTION TO SUPPORTING STRUCTURE, AND SPACING OF BRACING.

4. USE ON ALL RECTANGLUAR DUCTWORK LESS THAN 6 SQUARE FEET OR ROUND DUCTWORK LESS THAN 28%.

SEISMIC BRANCH DUCT SUPPORT



5 SEISMIC BRACING/HANGER FOR ROUND DUCT

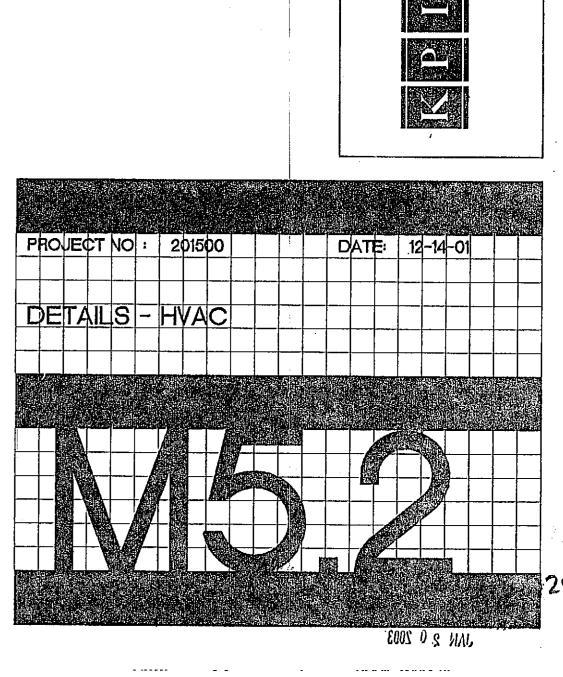


650 PARKRIDGE, JUITE 105

CORONA, CALIFORNIA 91719 909-270-2979

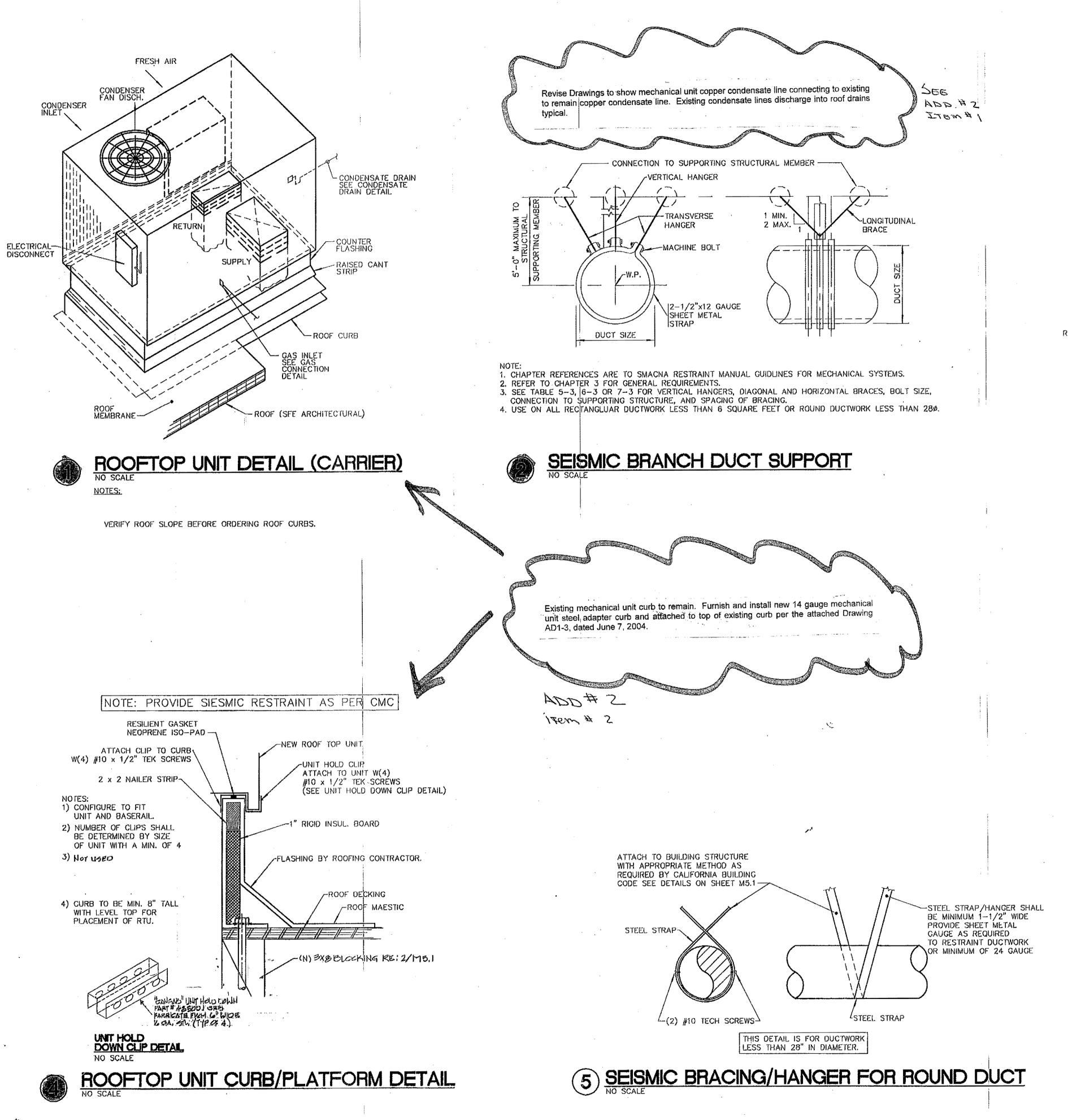
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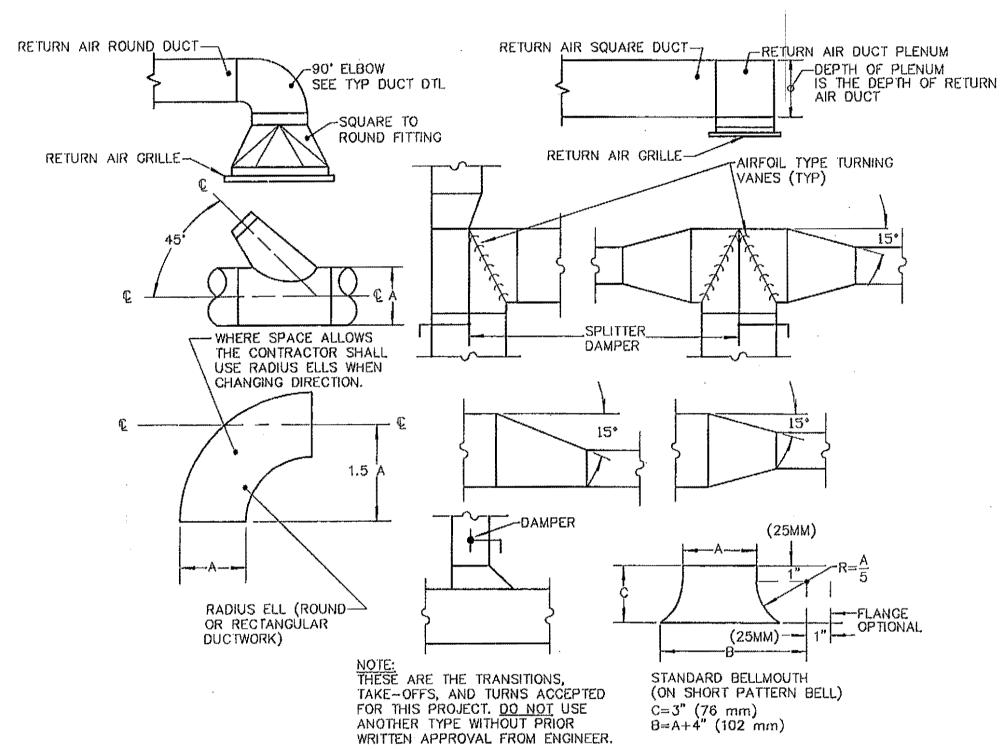
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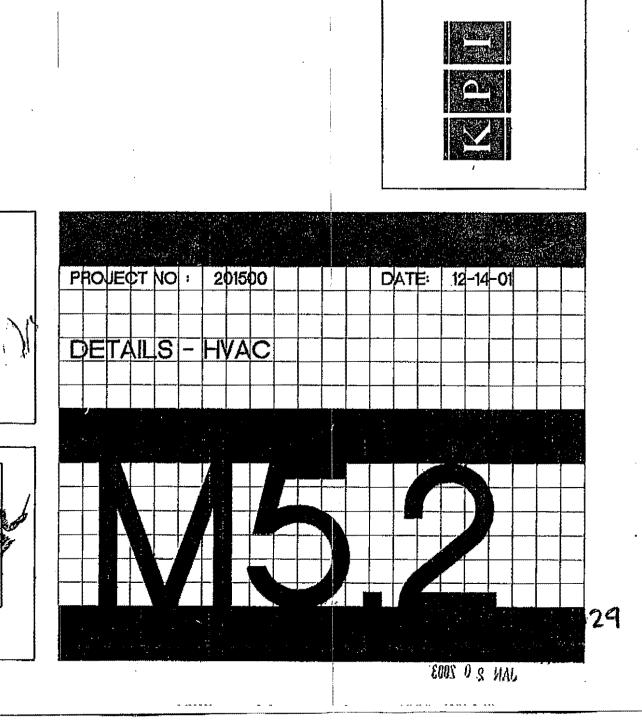


650 PARKRIDGE, JUITE 105 CORONA, CALIFORNIA 91719 909-270-2979

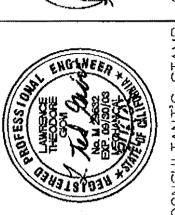
CONSULTANT

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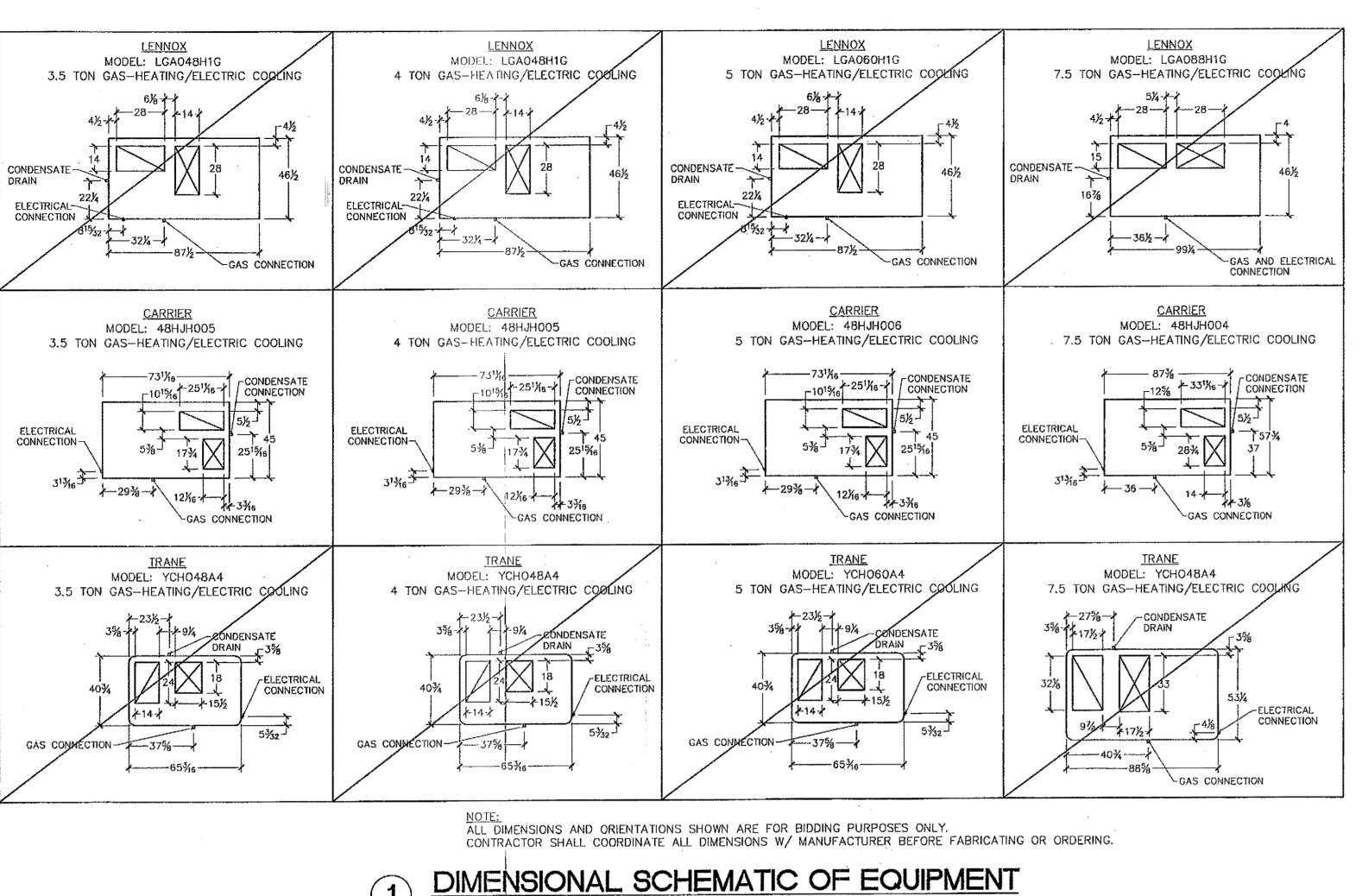
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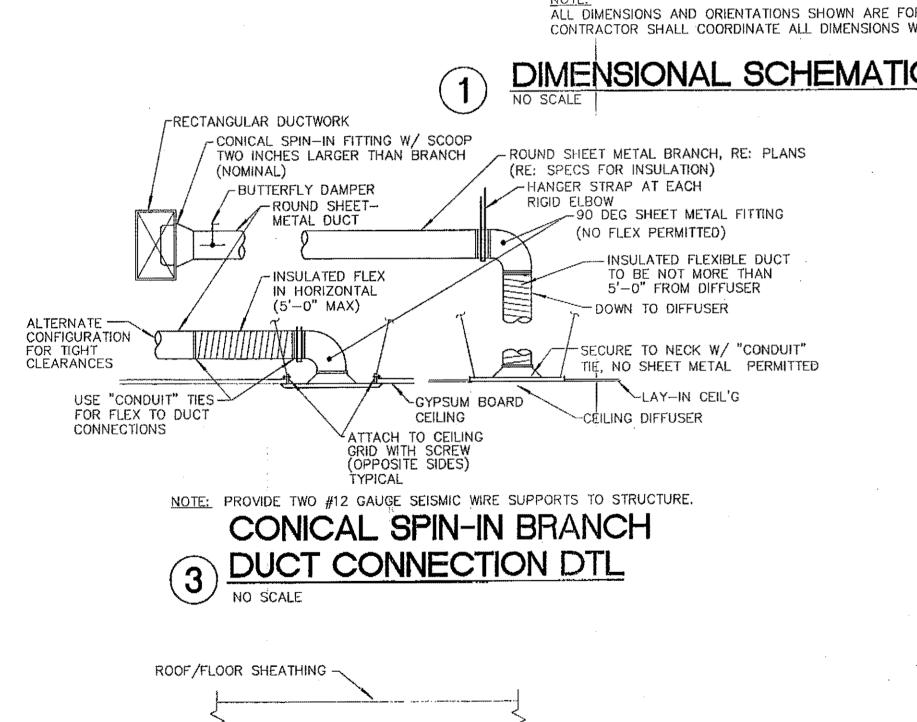


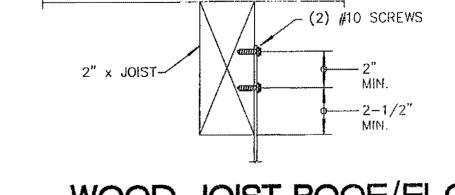
AMP ARCHITECT'S STAMP



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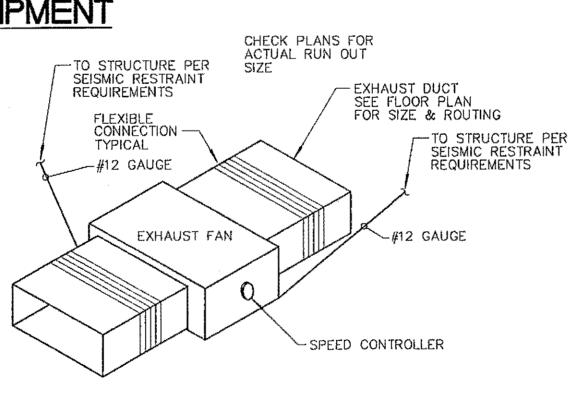




WOOD JOIST ROOF/FLOOR

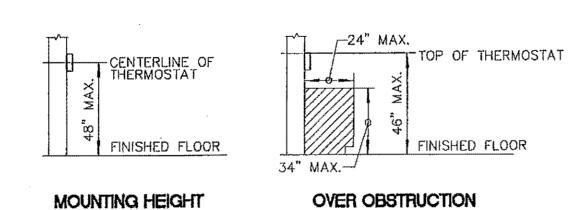
DUCT HANGER DETAIL

NO SCALE

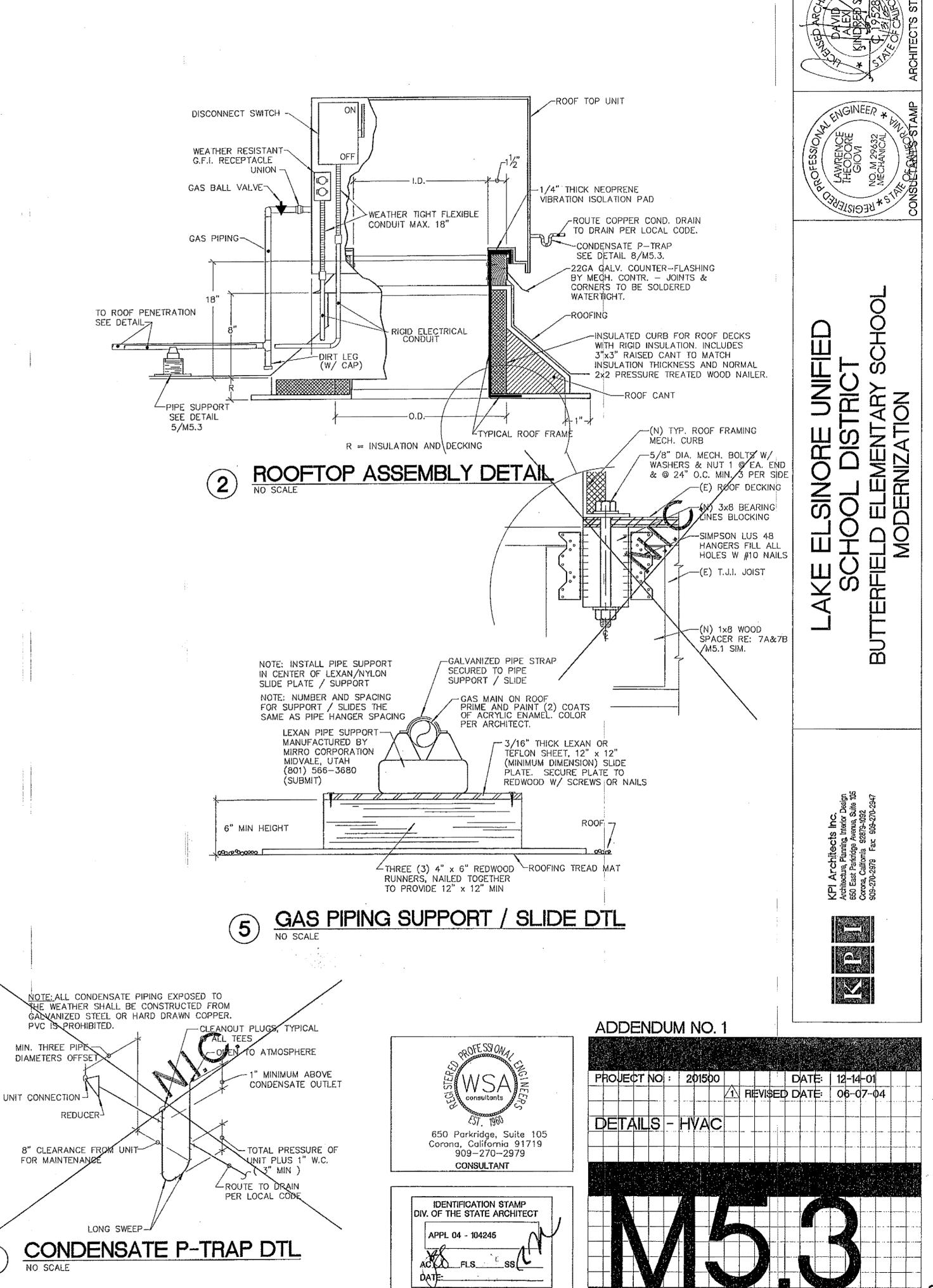


TYPICAL CEILING MOUNTED

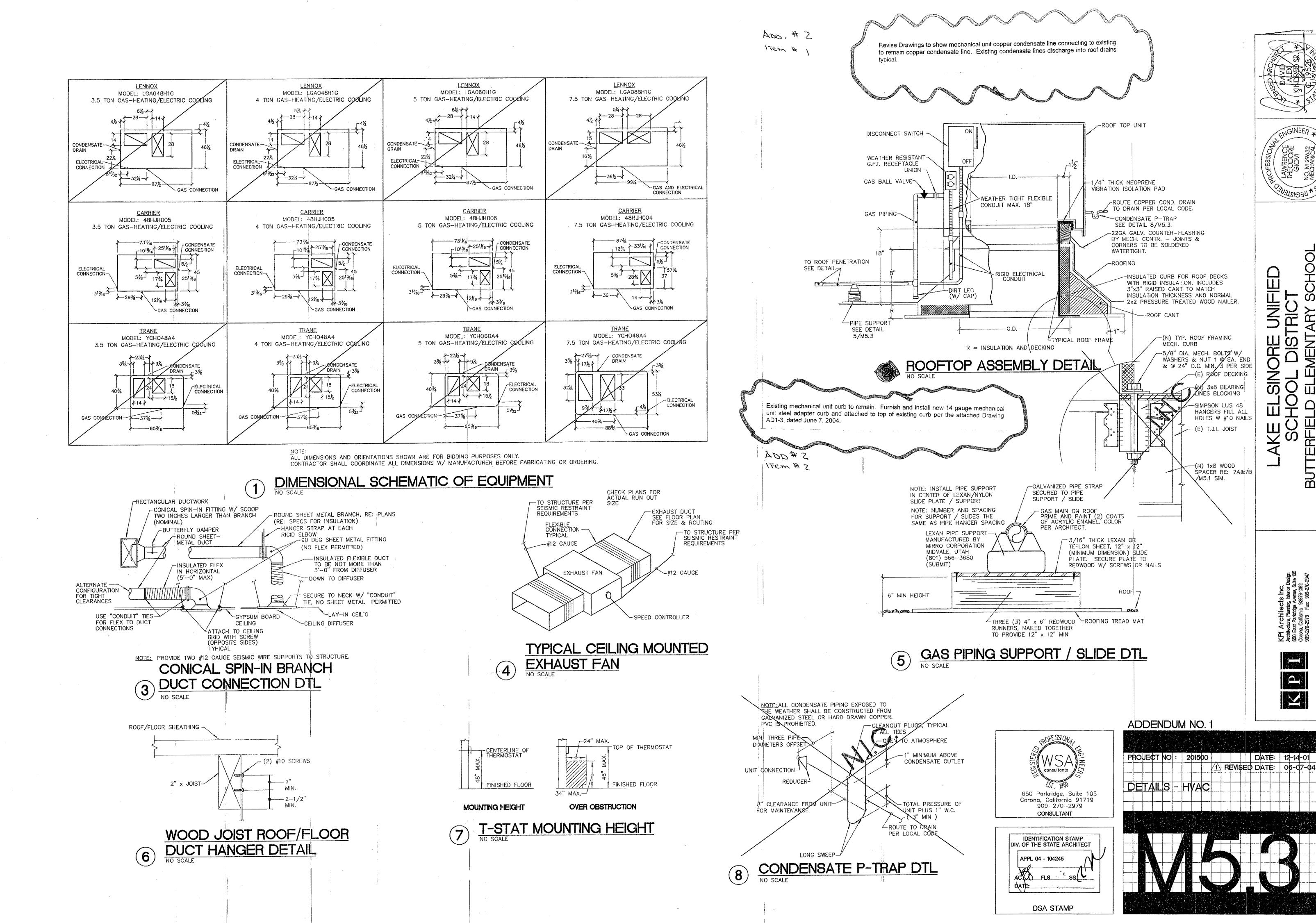
EXHAUST FAN
NO SCALE



7 T-STAT MOUNTING HEIGHT



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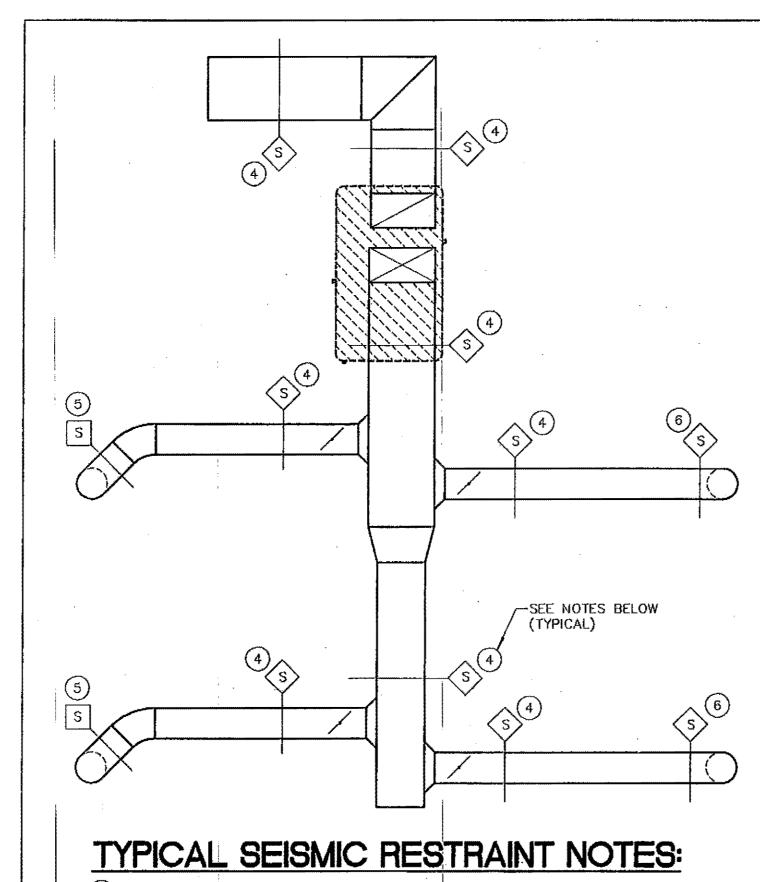


CALL NO	TEE 4		OUTTA	N SCHEDULE	Tre 4	fre e
FAN NO.	EF-1	EF-2	· Angaa	EF-3	EF-4	EF-5
MODEL NO.	CARNES VCDD010I	CARNES \	/CDD025i	CARNES VCDD050I	CARNES VCDD050I	CARNES VCDD030I
CFM	75	210		400	375	225
E.S.P.(IN WG)	,5	.5		.5	.5	.5
POWER	1,1 AMPS	2.1 AMPS		2.2 AMPS	2.2 AMPS	2.6 AMPS
VOLTAGE	120/ 1PH	120/ 1PH		120/ 1PH	120/ 1PH	120/1PH
EF/ROOMS	1/209,309,509	2/211,311	,511	3/208,307,507	4/207,308,508	5/210,310,510
RPM	760	1005		890	890	1145
FAN WEIGHT	22.8 LBS.	23.1 LBS.		33.8 LBS.	33.8 LBS.	23.1 LBS.
CURB WEIGHT	15 LBS.	15 LBS.		20 LBS.	20 LBS.	15 LBS.
NOTES:	A,B,C,E,F,G	A,B,C,E,F,	3	A,B,C,E,F,G	A,B,C,E,F,G	A,B,D,E,F,G
INTERLOCK	INTERLOCK EF'S WITH	INTERLOCK	EF'S WITH	INTERLOCK EF WITH	INTERLOCK EF WITH	INTERLOCK EF WITH
WITH:	SWITCH ON PANEL.	SWITCH OF	PANEL.	T-STAT ON WALL IN ROOM.	SWITCH ON PANEL.	SWITCH ON PANEL.
A. 16" ROOF	CURB		D. BIRDSCREEN		H. EXPLOSION PROOF MO	OTOR
B. ALL IN-LINE FANS ARE TO INSTALLED WITH VENT CAP. SIZE AND INSTALL VENT CAP PER MANUFACTURERS RECOMMENDATIONS. C. DISCONNECT SWITCH (MOUNTED AT FAN) SUPPLIED AND INSTALLED BY ELECTRICAL			E. SOLID STATE SPEED CONTROLER (MOUNTED AT FAN) F. IN-LINE PLATE ADAPTOR G. BACKDRAFT DAMPER		* = ADJUST CFM AS INDICATED ON PLANS.	

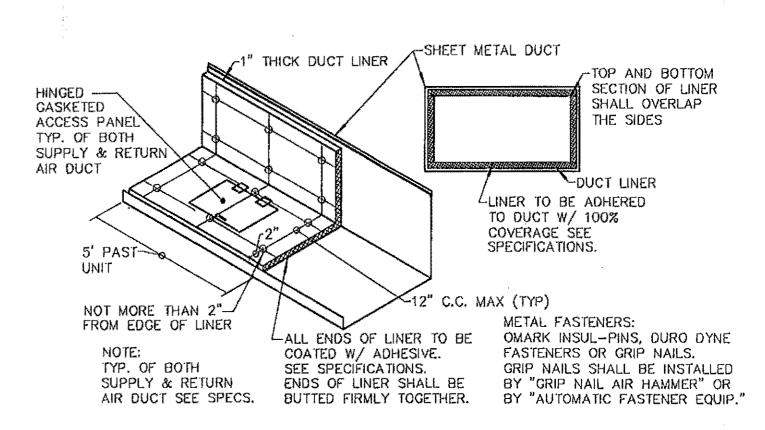
GENERAL NOTES: (TYPICAL FOR ALL MECHANICAL SHEETS)

ACME, CARNES, PENN, GREENHECK, JENN-AIR, & COOK

- MECHANICAL CONTRACTOR IS TO SUBMIT MECHANICAL EQUIPMENT, REQUIRING ELECTRICAL POWER AND PLUMBING TO ELECTRICAL CONTRACTOR AND PLUMBING CONT-RACTOR FOR HIS REVIEW AND COORDINATION BEFORE ORDERING EQUIPMENT. MECHANICAL CONTRACTOR IS TO SUBMIT 1/4" FABRICATION PLANS OF DUCTWORK SHOWING LOCATIONS OF MECHANICAL UNITS, ELECTRICAL PANELS AND TRANSFORMERS, AND PLUMBING EQUIPMENT.
- TRANSITION IN RISER ALL DUCTWORK EXTENDING FROM MECHANICAL EQUIPMENT.
- 3. MECHANICAL CONTRACTOR IS TO COORDINATE FIRE AND SMOKE RATED WALLS AND FLOORS WITH ARCHITECTURAL PLANS. MECHANICAL CONTRACTOR IS RESPONSIBLE FOR INSTALLING FIRE AND SMOKE RATED DAMPERS IN ALL FIRE AND SMOKE RATED WALLS, CEILINGS, & FLOORS. FIRE & SMOKE RATINGS ARE TO MATCH CORRESPONDING WALLS & FLOORS. SHEET-METAL CONTRACTOR IS TO INSTALL ACCESS DOORS TO ALLOW ACCESS FOR RESETTING FIRE DAMPERS.
- 4. ALL UNITS ARE TO HAVE CONDENSATE P-TRAPS, SEE DETAIL 8/M5.3. ROUTE TO NEAREST DRAIN PER LOCAL
- 5. FOR INSTALLATION OF CONICAL SPIN-IN BRANCH DUCT CONNECTIONS SEE DETAIL 3/M5.3.
- 6. SEE SPECIFICATIONS FOR SPACING AND AMOUNT OF ALL SUPPORTS.
- 7. CONTRACTOR IS TO PAINT THE INSIDE OF ALL DUCTWORK RETURN AIR GRILLES FLAT BLACK.
- 8. CONTRACTOR IS TO SLEEVE ALL DUCTWORK THAT PENETRATES MASONRY WALLS.
- 9. PROVIDE FLEXIBLE DUCT CONNECTIONS IN MAIN SUPPLY AND RETURN AIR DUCTS SERVING ALL ELECTRICALLY
- MECHANICAL EQUIPMENT. 10. TURNING VEINS SHALL BE INSTALLED IN RECTANGULAR 90° AND 45' ELBOWS IN SUPPLY AIR DUCTWORK. TURNING
- VEINS ARE TO BE DUAL WALL AIRFOIL TYPE. 11. ALL MAJOR BRANCH DUCTS SHALL HAVE OPPOSED BLADE BALANCING DAMPERS OR SPLITTER DAMPERS WITH LOCKING DEVICE FOR AIR BALANCE OF THE DUCT SYSTEM.
- 12. DUCT SIZES SHOWN ON THE DRAWINGS, ARE THE INSIDE NET FREE AREA. INCREASE SHEET-METAL SIZE BY TWO INCHES WHERE 1" LINER IS REQUIRED.
- 13. ALL AIR MOVING DEVICES EXCEPT EXHAUST AND SUPPLY FANS SHALL BE EQUIPPED WITH SMOKE DETECTORS. INTERLOCK DETECTORS WITH EQUIPMENT, SO THAT EQUIPMENT SHUTS DOWN UPON DETECTION OF SMOKE. DETECTORS ARE TO BE SUPPLIED AND WIRED BY ELECTRICAL CONTRACTOR, AND INSTALLED BY MECHANICAL CONTRACTOR. INSTALL PER CODE. CONNECT TO FIRE ALARM SYSTEM WITH AUXILIARY CONTACT.
- 14. ALL DISTRIBUTION DUCTWORK IS TO BE TRANSITIONED TO ACTUAL EQUIPMENT CONNECTION OPENINGS FOR ALL MECHANICAL EQUIPMENT. CONTRACTOR IS TO VERIFY EXACT TRANSITION WITH ACTUAL EQUIPMENT SUBMITTAL DRAWINGS.
- 15. INSTALL THERMOSTATS ON WALL ABOVE FINISHED FLOOR PER CODE, AWAY FROM ANY DOOR AND CABINET DOOR SWINGS, AND A.D.A. REQUIREMENTS.
- 16. MAINTAIN MINIMUM OF 10'-0" CLEAR BETWEEN ANY FLUE, VENT, OR TOILET EXHAUST, AND OUTSIDE AIR INTAKES. WHERE HORIZONTAL DISTANCE CANNOT BE PROVIDED. EXTEND FLUE VENTS MIN. 2'-0" ABOVE OUTSIDE AIR INTAKES,
- 17. ALL MECHANICAL DEVICES SHALL BE A MINIMUM OF 10' FROM THE EDGE OF THE OF THE ROOF.
- 18. ALL MECHANICAL EQUIPMENT SHALL BE LABELED WITH ONE-INCH HIGH BLACK BAKELITE LABEL SECURED TO THE EQUIPMENT, AND WITH FIVE-EIGHTHS INCH HIGH WHITE LETTERS. LABEL SHALL BE INSTALLED ON NORTH SIDE OF OUTDOOR UNIT AND IN FRONT OF ALL OTHER UNITS.
- 21. THE SUBCONTRACTOR SHALL COORDINATE WITH THE ARCHITECTURAL REFLECTED CEILING PLAN FOR ACTUAL LOCATIONS OF LIGHTS AND GRILLES. IF THERE IS A CONFLICT WITH THESE LOCATIONS, THE LIGHT FIXTURE LOCATION WILL TAKE PRECEDENCE OVER THE GRILLE LOCATION.
- 22. ALL THERMOSTATS, EXCEPT FOR EXHAUST FANS UNLESS OTHERWISE NOTED, ARE TO BE AS FOLLOWS: HONEYWELL TWO-STAGE PROGRAMMABLE THERMOSTAT MODEL 173008 WITH 3 HOUR OVERRIDE, SUBBASE MODEL Q7300B WITH AUXILIARY CONTACT, LOCKABLE THERMOSTAT GUARD MODEL TG512. SUBBASE IS TO HAVE SYSTEM HEAT-OFF-COOL-AUTO AND FAN AUTO-ON SWITCHES.
- 23. FOR TYPICAL DUCT FITTINGS SEE DETAIL 7/M5.2.
- 24. FOR ROOF CURB SUPPORT OF EXHAUST FANS, PENTHOUSES, AND ROOFTOP PACKAGED UNITS SEE DETAIL 4/M5.2 & 2/M5.3. THE AIR BALANCING WILL REQUIRE SPECIAL CARE TO AVOID DRAFTS. THE CONTRACTOR SHALL ANTICIPATE READJUSTING THE GRILLE LOUVERS AND DAMPERS AFTER THE BUILDING IS OCCUPIED BY THE OWNER TO OBTAIN APPROVAL FROM THE
- 26. ALL SUPPLY AND RETURN AIR DUCTWORK IS TO BE LINED 5' FROM UNIT. SEE DETAIL 1/M7.1 AND MECHANICAL SPECIFICATIONS FOR FURTHER INFORMATION.



- (1) REFER TO 1998 CALIFORNIA BUILDING CODE CHAPTER 16 LATERAL FORCE BRACING. DUE TO SPACE LIMITATIONS AND PROXIMITY OF LESS THAN 6" FROM DUCTS AND PIPING FROM SUSPENDED CEILING SEISMIC SYSTEM, ALL DUCT AND PIPING REGARDLESS OF SIZE AND SUSPENSION HEIGHT BELOW STRUCTURE SHALL BE
- (2) ALL AIR DISTRIBUTION DEVICES IN SUSPENDED CEILINGS SHALL BE CONNECTED TO STRUCTURE WITH (2) NUMBER 12 GAGE WIRES PER CHAPTER 25 OF THE 1995 CALIFORNIA BUILDING CODE.
- (3) ALL SEISMIC BRACING SHALL BE IN ACCORDANCE WITH 1995 CALIFORNIA MECHANICAL CODE AND SMACNA "SIESMIC RESTRAINT MANUAL: GUIDLINES FOR MECHANICAL SYSTEMS", 1991 OR LATEST EDITION, OSHPD APPROVAL NUMBER 120010.
- (4) TRAVERSE BRACE SHALL BE WITHIN 4" OF DUCT TURN TO QUALIFY AS LONGITUDINAL BRACE FOR ADJOINING DUCT BEFORE TURN AND SIZED
- (5) PROVIDE BRACING FOR BOTH TRAVERSE AND LONGITUDINAL BRACING.
- (6) PROVIDE TRAVERSE BRACING SIZED ONLY FOR DUCT INDICATED.
- (S)---- SEISMIC SUPPORT,



TITLE 24 A.C. ENERGY CONSERVATION

ALL DUCTWORK, INCLUDING INSULATION, SHALL CONFORM TO CALIFORNIA CODE OF REGULATIONS, TITLE 24, AND THE SMACNA LOW VELOCITY DUCT CONSTRUCTION STANDARDS, LATEST EDITION.

ALL EXHAUST FANS ARE TO BE FURNISHED WITH BACKDRAFT DAMPERS.

ALL AIR CONDITIONING UNITS SHALL BE CAPABLE OF BEING SET TO MAINTAIN SPACE TEMPERATURE, SET POINTS FROM 55'F TO 85'F AND SHALL BE CAPABLE OF OPERATING THE SYSTEM HEATING AND COOLING

ALL THERMOSTATS SHALL BE ADJUSTABLE TO PROVIDE A TEMPERATURE RANGE OF UP TO 10'F BETWEEN FULL HEATING AND FULL COOLING, AND SHALL HAVE THE CAPABILITY OF TERMINATING ALL HEATING AT A TEMPERATURE NO MORE THAT 70'F AND OF TERMINATING ALL COOLING AT A TEMPERATURE NOT LESS THAN 78'F.

TRANSVERSE JOINTS FOR ALL AIR SUPPLY DUCTS INSTALLED WHERE AIR LEAKAGE WOULD BE NON-BENEFICIAL TO THE OCCUPIED AREA TEMPERATURE REQUIREMENTS SHALL BE SEALED WITH APPROVED MASTIC

A MAINTENANCE LABEL WILL BE AFFIXED TO MECHANICAL EQUIPMENT AND MAINTENANCE MANUAL SHALL BE PROVIDED FOR THE OWNERS USE.

THE CALIFORNIA NON-RESIDENTIAL ENERGY CONSERVATION STANDARDS HAVE BEEN REVIEWED AND THE DESIGN DRAWINGS AND THE CALCULATIONS COMPLY SUBSTANTIALLY WITH THESE STANDARDS.

SCHOOL EQUIPMENT ANCHORAGE

ALL MECHANICAL AND ELECTRICAL EQUIPMENT SHALL BE BRACED OR ANCHORED TO RESIST A HORIZONTAL FORCE ACTING IN ANY DIRECTION USING THE FOLLOWING

- A) EQUIPMENT SEISMIC ARCHORAGE IS TO WITHSTAND A LATERAL FORCE: 1. CALCULATED AS SPECIFIED IS SECTION 1632A AND TABLE 16A-O OF THE VOLUME 2, TITLE 24 1998 CBC
- 2. IN LIEU OF CALCULATIONS PER 1 ANCHORAGE SHALL BE CAPABLE OF WITHSTANDING A LATERAL FORCE EQUAL TO 2.2Wp ACTING SIMULTANEOUSLY WITH A VERTICAL FORCE EQUAL TO 0.72Wp (BOTH FORCES AT SERVICE LEVEL, THESE VALUES CORRESPOND TO AN ID =1.15 AND Ca=0.66, FOR THE OTHER VALUES OF ID AND CO, THE LATERAL AND VERTICAL FORCE CAN BE ADJUSTED ACCORDINGLY)
- B) WITHSTAND A VERTICAL FORCE PER TABLE 16-0 FOOTNOTE 20 (FOR EMERGENCY POWER SUPPLIES AND COMMUNICATIONS EQUIPMENT ONLY)
- 1. THE CAPACITY OF THE ANCHORAGE CONNECTORS IS SHEAR AND/OR TENSION SHALL BE CLEARLY INDICATED IN THE CALCULATIONS, WHICH INDICATE, ICBO REPORT NO. (IF APPLICABLE)! THEIR TOTAL NUMBER, SIZE, GRADE, EMBEDMENT, EDGE DISTANCES, AND OTHER FACTORS WHICH AFFECT THE CAPACITY IN SHEAR AND TENSION.
- $F_p = \frac{dp \ Cd \ Ip}{Rn} \left(1 + 3 \frac{hx}{hr}\right) W_p$ (REFER TO SECTION 1632A.2)
- Fp = LATERAL FORCES ON A PART OF THE STRUCTURE Fp MAX = 4.0 Cp lp Wp
- Z = 0.40 (SEISMIC ZONE FACTOR GIVEN IN TABLE 16A-1) lp = 1.15 (IMPORTANCE FACTOR SPECIFIED.)
- Ca MAX = 0.44X1.5 = 0.66Wp = WEIGHT OF AN ELEMENT OR COMPONENT

WHERE ANCHORAGE DETAILS ARE NOT SHOWN ON THE DRAWINGS, THE FIELD INSTALLATION SHALL BE SUBJECT TO THE APPROVAL OF THE MECHANICAL ENGINEER AND THE FIELD ENGINEER OF THE DEPARTMENT OF THE STATE ARCHITECT.

***************************************		**************************************	
	MECHANICAL	LEC	GEND
4	BALANCING COCK		STRAINER
— G —	GAS LINE	161	BALL VALVE
(T)	THERMOSTAT	304	GLOBE VALVE
(H)	HUMIDISTAT		GATE VALVE
SIIIIID	FLEXIBLE DUCT .	全显	TWO WAY CONTROL VALVE
\boxtimes	SUPPLY DUCT RISER	R	THREE WAY CONTROL VALVE
	RETURN OR EXHAUST AIR DUCT RISER	7	CHECK VALVE
	SUPPLY AIR DIRECTION		PETE'S PLUG
	RETURN OR EXHAUST AIR DIRECTION	1	INDICATOR VALVE
sT	STEAM LINE	(CO2)	CARBON DIOXIDE MONITOR
src	STEAM CONDENSATE LINE	ORT	OVERRIDE TIMER
-CHWS-	CHILLED WATER SUPPLY	(OKA)	OVERRIDE KEY ASSEMBLY
-CHWR-	CHILLED WATER RETURN	(OTS)	OVERRIDE TIMER SWITCH
—HWS—	HEATING WATER SUPPLY	M	MOTORIZED DAMPER
— HWR —	HEATING WATER RETURN	DF	DUCT FURNACE
1 1	UŃION	FURN	FURNACE
- cws -	CONDENSOR WATER SUPPLY	AHU	AIR HANDLING UNIT
CWR	CONDENSOR WATER RETURN	RTU	ROOFTOP PACKAGED UNIT
ВС	BLOWER ÇOIL)	BRANCH DUCT W/DAMPER
EF	EXHAUST		N

CONJULTANY

650 PARKRIDGE, JUITE 105

CORONA, CALIFORNIA 91719

909-270-2979

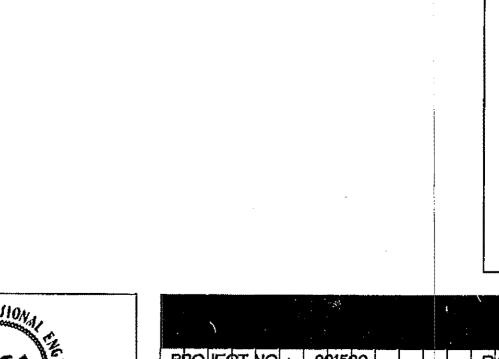
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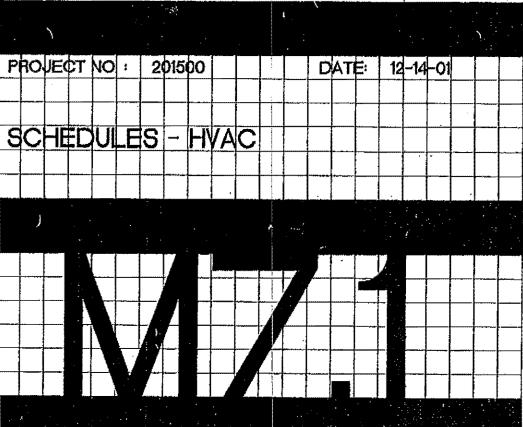
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DIV. OF THE STATE ARCHITEC

APPL 04 - 104245

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JAN 20 2003

PACKAGE COOLING AND HEATING UNIT SCHEDULE

UNIT #	RTU-3.5	RTU-4	RTU-5	RTU-7.5
MANUFACTURER	CARRIER	CARRIER	CARRIER	CARRIER
MODEL NO.	48HJM-005	48HJM-005	48HJM-006	48HJM-008
NOM TONS ①	3.5	4	5	7.5
CFM	1400	1600	2000	3000
O.A. (MIN CFM)	400	500	500	750
ELECT:				
VOLTS	460	460	460	460
PHASE	3	3	3	3
MCA/FLA	11.9/12.0	11.9/12.0	14.7/14.0	19.2/20.0
MAX FUSE SIZE	15	15	20	25
SEER/EER	13.0/11.1	13.0/11.1	13.0/11.0	/11.0
EVAP FAN (H.P./AMPS)	/2.6	/2.6	/3.4	/4.8
COMPRESSOR(S) (H.P./AMPS)	/7.4	- -/7.4	/9.0	2@/6.4
COND FAN(S) (H.P./AMPS)	/0.4	/0.4	/0.8	20/0.7
CA BLOWER (H.P./AMPS)	/0.3	/0.3	/0.3	/0.3
POWER EXHAUST (H.P./AMPS)				
COOLING: (@ 80/67 DB/WB E.A	.T.; 95° F AMBIENT (A.R.I. CONDITIONS))	
TOTAL MBH	44.5	50.2	63.0	90.0
SENSIBLE MBH	42.5	48.0	60.0	85.0
HEATING:				
INPUT (MBH)	60.0	60.0	90.0	120.0
OUTPUT (MBH)	49.0	49.0	73.0	98.0
E.S.P. ②	.8	.8	.8	.8
AFUE(%)	81	81	81	81
WEIGHTS:				
CURB WEIGHT (LBS.)				
RTU NET WEIGHT (LBS.)	540	540	560	870
NOTES	A,D,H	A,D	A,D,H	A,B,C,F,H

NOTE

- FURNISH WITH 16" FACTORY ROOF CURB.
- FURNISH FULLY MODULATING 0-100% ECONOMIZER WITH ENTHALPY CONTROLLER FURNISH WITH POWERED EXHAUST (POWER EXHAUST NOT INCLUDED IN MCA)
- D. 50% MOTORIZED FRESH AIR DAMPER WITH SPRING RETURN
- . OVERSIZED MOTORS AND SHEEVES . 2 STAGE COOLING
- G. STANDARD MOTOR AND HIGH STATIC DRIVE KIT. H. BELT DRIVE

ALL ROOFTOP PACKAGE UNITS ARE TO HAVE THE FOLLOWING:

- (1) = RATED IN ACCORDANCE WITH ARI STANDARD 210/240 AND INCLUDES REDUCTION FOR FAN MOTOR HEAT.
- (2) = EXCLUDES PRESSURE DROP DUE TO FILTERS, WET COILS, AND HEAT EXCHANGERS.
- 3 = RTU'S ARE COMBINATION HEATING AND COOLING.
- 4 = FURNISH EACH UNIT WITH THE FOLLOWING:
 -ENTHALPY CONTROLLED ECONOMIZER (RTU-7.5)
 - -16" FACTORY ROOF CURB
 -FRESH AIR HOOD
 -POWERED EXHAUST WITH BAROMETRIC RELIEF (RTU-7.5)
 - -2" FARR 30/30 FILTERS
 -LOW AMBIENT KIT (0 DEG F)
 - -COIL-HAIL GUARD -FREEZE-STAT
 - -- SMOKE DETECTOR, DUAL CHAMBER, ION TYPE, INSTALL PER CODE CONNECT TO FIRE ALARM SYSTEM WITH AUXILIARY CONTACT
 - -CRANKCASE HEATER
 - -HIGH & LOW PRESSURE SWITCHES
 - -HIGH PRESSURE RELIEF
 -REFRIGERANT FILTER-DRIER
 - -ANTI-CYCLE TIMER
 - -LATCHED CLOSED HINGED ACCESS PANELS
- (5) = COIL—HAIL GUARDS TO PROTECT CONDENSER COILS AGAINST DAMAGE FROM HAIL, FLYING DEBRIS, AND VANDALISM. GUARDS MAY BE HOOD WITH WIRE GRID TYPE OR MULTI-LOUVERED PANEL TYPE AS MANUFACTURED BY ROOF TOP SYSTEMS, INC. (800–552–4822). GUARDS SHALL NOT DEGRADE
- UNIT PERFORMANCE. (SUBMIT)

 6 = ECONOMIZER CYCLE TO BE FULLY OPERATIONAL WITH FULLY MODULATING 0-100% OUTDOOR AIR WITH RELIEF DAMPER PROVIDED. INTRODUCE FRESH AIR PER THE FOLLOWING SCHEDULE:

RTU DAMPER STATUS

	LII OIAIOO		
SPACE STATUS	FRESH AIR DAMPER CLOSED OPEN AT MIN. CFM		
UNOCCUPIED			
OCCUPIED			
ECONOMIZER	OPEN AT 100%		

- 7 = ALL RTU'S ARE TO BE NUMBERED IN ASCENDING ORDER AND ARE TO MATCH CORRESPONDING ELECTRICAL PLANS. NUMBERS ON UNITS ARE TO BE 1" HIGH BAKELITE.
- (8) = 2" FARR 30/30 FILTERS. 5 FILTER SETS ARE TO BE SUPPLIED WITH UNITS.

 1 FILTER SET IS TO BE INSTALLED IN UNITS WHILE CONSTRUCTION IS TAKING PLACE. WHEN BUILDING IS TO BE TURNED OVER TO OWNER, NEW SET IS TO BE INSTALLED IN UNITS, LEAVING 3 SETS FOR THE FOLLOWING YEAR OF OPERATION.
- 9 = THERMOSTAT IS TO BE A HONEYWELL T874 WITH A HONEYWELL SUBBASE MODEL Q674. SUBBASE IS TO INCLUDE A HEAT-OFF-COOL AND A FAN-AUTO-ON SWITCH. INTERLOCKED WITH ENERGY MANAGEMENT SYSTEM

CALIFORNIA MECHANICAL CODE SECTION 608 SHUTOFF FOR SMOKE CONTROL

AIR-MOVING SYSTEMS SUPPLYING AIR IN EXCESS OF 2000 CUBIC FEET PER, MINUTE (940 L/S) TO ENCLOSED SPACES WITHIN BUILDINGS SHALL BE EQUIPPED SITH AN AUTOMATIC SHUTOFF. AUTOMATIC SHUTOFF SHALL BE ACCOMPLISHED BY INTERRUPTING THE POWER SOURCE OF THE AIR-MOVING EQUIPMENT UPON DETECTION OF SMOKE IN THE MAIN SUPPLY—A DUCT SERVED BY SUCH EQUIPMENT, SMOKE DETECTORS (FOR SFM) WHICH WILL DETECT PRODUCTS OF COMBUSTION OTHER THEN HEAT AND SUCH COMPLY WITH THE CALIFORNIA BUILDING CODE SHALL BE LABELED BY AN APPROVED AGENCY FOR AIR-DUCT INSTALLATION AND SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS. SUCH DEVICES SHALL BE COMPATIBLE WITH THE OPERATING VELOCITIES, PRESSURES, TEMPERATURES, AND HUMIDITIES OF THE SYSTEM. WHEER FIRE DETECTION OF ALARM SYSTEMS ARE PROVIDED FOR THE BUILDING, THE SMOKE DETECTORS REQUIRED BY THIS SECTION SHALL BE SUPERVISED BY SUCH SYSTEMS (FOR SFM) AND SHALL ACTIVATE THE FIRE ALARM SYSTEM.

- WHEN THE SPACE SUPPLIED BY THE AIR-MOVING EQUIPMENT IS SERVED BY A TOTAL COVERAGE SMOKE DETECTION SYSTEM COMPLYING WITH U.F.C STANDARD14-2, INTERCONNECTION TO SUCH SYSTEM MAY BE USED TO ACCOMPLISH THE REQUIRED SHALL OFF
- 2. AUTOMATIC SHUTOFF IS NOT REQUIRED WHEN THE OCCUPIED ROOMS SERVED BY THE AIR—HANDLING EQUIPMENT HAVE DIRECT EXIT TO THE EXTERIOR AND THE TRAVEL DISTANCE DOES NOT EXCEED 100 FEET (30.4 MIN)
- 3. AUTOMATIC SHUTOFF IS NOT REQUIRED FOR GROUP "R", DIVISION "3" AND GROUP "U" OCCUPANCIES.
- 4. AUTOMATIC SHUTOFF IS NOT REQUIRED FOR APPROVED SMOKE CONTROL SYSTEMS OR WHERE ANALYSIS DEMONSTRATES SHUTOFF WOULD CREATE A GREATER HAZARD, SUCH AS MAY BE ENCOUNTERED IN AIR-MOVING EQUIPMENT SUPPLYING SPECIALIZED PORTIONS OF GROUP "H" OCCUPANCIES. SUCH EQUIPMENT SHALL BE REQUIRED TO HAVE SMOKE DETECTION WITH REMOTE INDICATION AND MANUAL SHUTOFF CAPABILITY AT AN APPROVED LOCATION.

SMOKE DAMPER/FIRE DAMPER NOTE:

SMOKE DAMPER/FIRE DAMPERS SHALL BE STATE FIRE MARSHAL APPROVED AND INSTALLED STRICTLY IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS. MANUFACTURER'S INSTRUCTIONS SHALL BE MADE AVAILABLE TO THE INSPECTION AUTHORITY. DETAIL SHOWN ARE FOR REFERENCE ONLY.

NOTE

THE SCHEDULES INDICATES MODEL NUMBERS THAT ARE EQUAL. ALL MODELS HAVE A SEER OF 11.0 OR ABOVE, OR A EER OF 9.2 OR ABOVE. OTHER MANUFACTURER'S WILL BE CONSIDERED IF THEY MEET THE PERFORMANCE OF THE ABOVE MANUFACTURES. ALL HEATING AND COOLING EQUIPMENT SHALL BE FURNISHED BY ONE MANUFACTURER.

AIR FILTER NOTE:

AIR FILTERS SHALL BE A STATE FIRE MARSHAL APPROVED AND LISTED TYPE. PERFORMED FILTERS HAVING COMBUSTIBLE FRAMING SHALL BE TESTED AS A COMPLETE ASSEMBLY. AIR FILTERS IN ALL OCCUPANCIES SHALL BE CLASS 2 OR BETTER (AS SHOWN IN THE STATE FIRE MARSHAL LISTING). AIR FILTERS SHALL BE ACCESSIBLE FOR CLEANING OR REPLACEMENT.

All equipment/components directly supported on the ground or roof with Wp exceeding 400 lbs., Equipment weighing more then 20 lbs. supported by vibration isolators or equipment weighing move then 20 lbs. suspended from a roof floor or hung from a wall shall have it's corresponding structural calculations and anchorage details(s) shown on the plans, prior to submittal for plan review and backcheck. All equipment (regardless of weight) shall have their connection to the structure shown in the plans.

DESIGN CRITERIA

- a) The Seismic anchorage for all mechanical and electrical equipment shall be designed to withstand a lateral force:
- 1- Calculated as specified in section 1632A and Table 16A-0 of the Vol. 2, Title 24, 1998 CBC.
 2- In lieu calculations per 1- the anchorage shall be capable of withstanding a lateral force equal to 2.2 Wp acting simultaneously with a vertical force equal to 0.72 Wp (Both forces at service level, these values correspond to an ip = 1.15 and Ca=0.66 for other values of ip and Ca, the lateral and vertical force can be adjusted accordingly)
- inclusion of vertical force per table 16-0 footnote 20 (for emergency power supplies & communications equipment only)

b) The capacity of the anchorage connectors in shear and/or tension shall be clearly indicated in the calculations, which indicate, ICBO report No. (If applicable) their total number, size grade, embedment, edge distances, and other factors which affect the capacity in shear and tension.

. NOTE

Anchorage details for equipment which are not approved during plan review are subject to approval of the Structural Engineer of Record and DSA's District Structural Engineer prior to installation and inspection by the Project inspector.

MARK	MANUFACTURER	DESCRIPTION		FINISH
Α	CARNES	SFTA 24"x24" W/ O.B.D.	T−8AR	WHITE
В	CARNES	RSABH 24"x24" T-BAR		WHITE
С	CARNES	RSABH 12"x12" SURFACE I	MOUNTED	WHITE
D	CARNES	RGHAD 12"x12" DOOR GRIL	LE	COLOR PER ARCI
ARE TO 2. * = HI 3. MECHA WITH C	EILING TYPES BEFORE	SH AS GRILLE. 2" FILTER. TO VERIFY GRILLE TYPE	TOTAL CFM DI	XX XX UCT SIZE R LOCATION

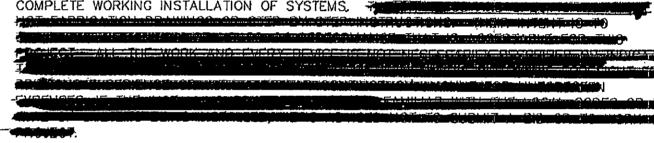
NOTE:

CARNES, TITUS, METAL-AIRE

ACCEPTED EQUALS IN NAME ONLY ARE AS FOLLOWS:

PLANS ARE DIAGRAMMATIC. RELOCATION OF EQUIPMENT AND OFFSETS OF DUCTWORK AND PIPING WILL BE REQUIRED. SUBMIT FABRICATION DRAWINGS FOR ACTUAL LOCATIONS SHOWING DIMENSIONS OF ACTUAL EQUIPMENT USED.

FURNISH ALL LABOR, MATERIALS, TOOLS, TRANSPORTATION, EQUIPMENT, SERVICES, AND FACILITIES REQUIRED FOR THE COMPLETE INSTALLATION OF ALL WORK AS SHOWN ON THE PLANS AND OUTLINED IN THE SPECIFICATIONS. THE WORK SHALL ALSO INCLUDE ALL MATERIAL, EQUIPMENT, AND APPARATUS HOT SHOWN BUT WHICH APPRICESSARY TO MAKE A COMPLETE WORKING INSTALLATION OF SYSTEMS.



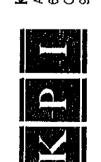
THE CONTRACTOR SHOULD BE FAMILIAR WITH THE ARCHITECTURAL, STRUCTURAL, CIVIL, PLANS ETC. BEFORE MAKING A BID. FIELD MEASURING AND COORDINATING WITH OTHER TRADES IS MANDATORY. THE ENGINEER DOES NOT GUARANTEE THE ACCURACY OF THE DIMENSIONS OF NEW OR EXISTING WORK., COORDINATE EACH EQUIPMENT SIZE, DUCT SIZE, PIPE SIZE, ETC. WITH THE LOCATION WHERE IT IS TO BE INSTALLED BEFORE ORDERING. NOTIFY ENGINEER IF SPACE DOES NOT ALLOW FOR EQUIPMENT SPECIFIED. ALL DIMENSIONS SHALL BE VERIFIED BY THE CONTRACTOR AND IT IS HIS RESPONSIBILITY TO FIT ALL NEW WORK TO EXISTING. ALL OFF-SETS AND SMALL CHANGES IN ROUTING ARE CONSIDERED A PART OF THE SCOPE OF THE BASE BID FOR THIS PROJECT AND SHALL BE APPROVED BY THE ENGINEER OR ARCHITECT BEFORE INSTALLATION.

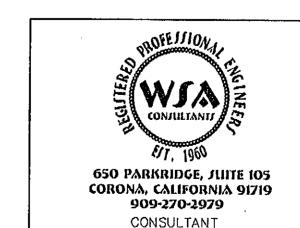
SUPPLY AND INSTALL THE SYSTEMS INDICATED ON DRAWINGS IN A COMPLETE

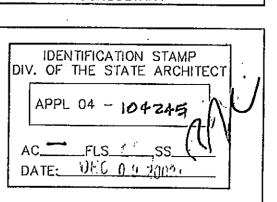
AND 100% WORKING ORDER, SATISFYING ALL APPLICABLE CODES.

KPI Architects Inc.
Architecture, Planning, Interior Design 650 East Parkridge Avenue, Suite 105 Carona, California 92879–1092 909–270–2979 Fax: 909–270–2947

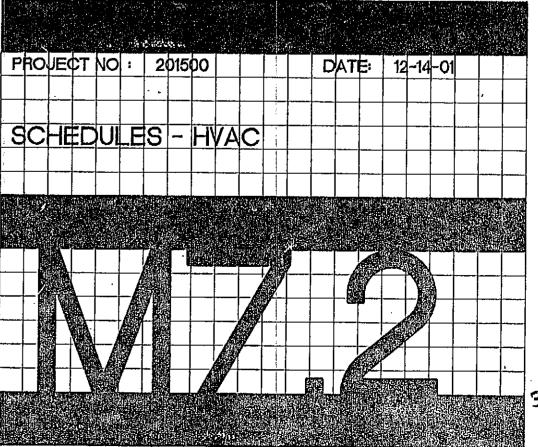
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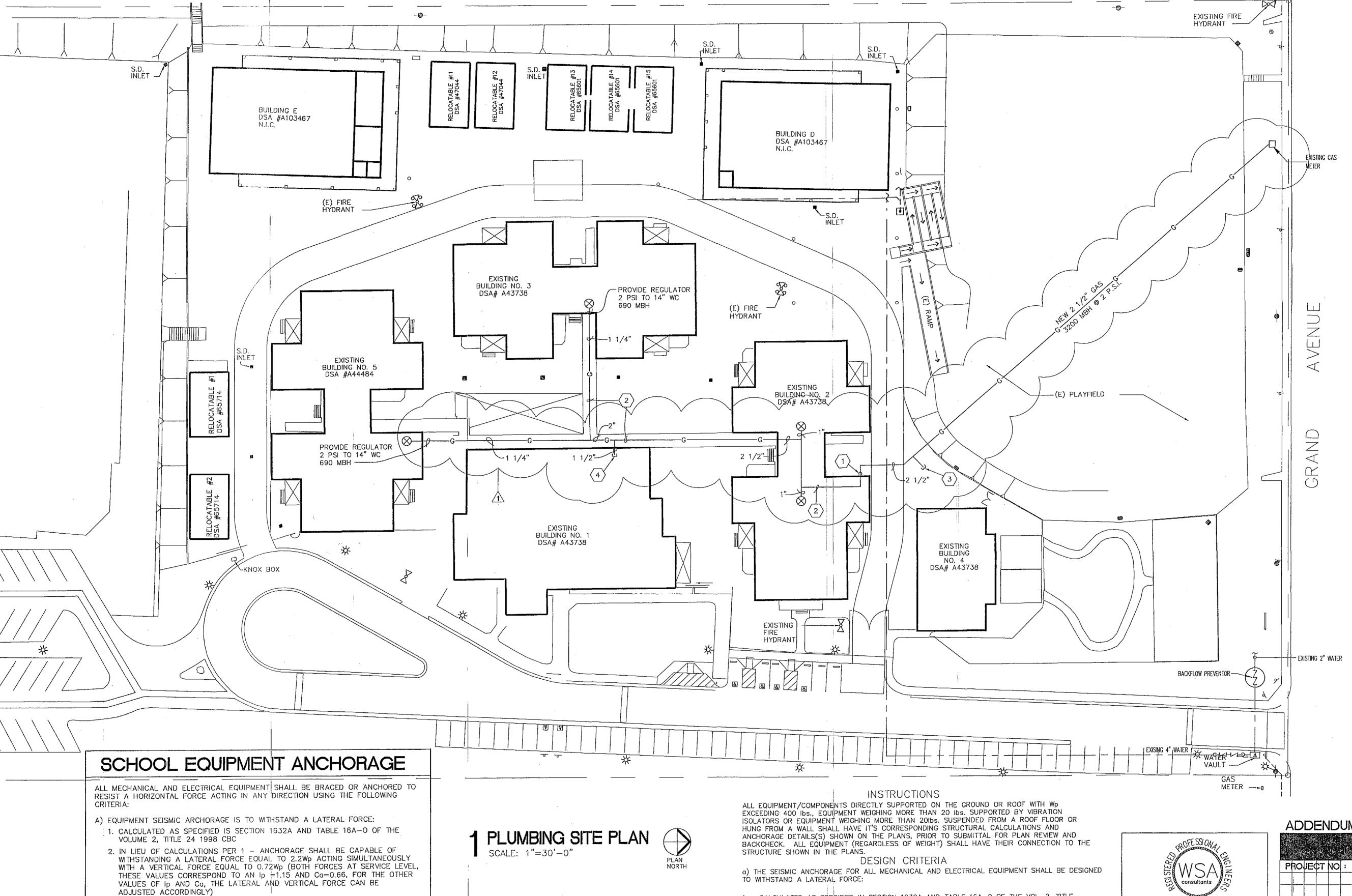


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1- CALCULATED AS SPECIFIED IN SECTION 1632A AND TABLE 16A-0 OF THE VOL. 2, TITLE 2- IN LIEU CALCULATIONS PER 1- THE ANCHORAGE SHALL BE CAPABLE OF WITHSTANDING A LATERAL FORCE EQUAL TO 2.2 Wp ACTING SIMULTANEOUSLY WITH A VERTICAL FORCE EQUAL TO 0.72 Wp (BOTH FORCES AT SERVICE LEVEL, THESE VALUES CORRESPOND TO AN Ip=1.15 AND Ca=0.66 FOR OTHER VALUES OF IP AND Ca, THE LATERAL AND VERTICAL FORCE CAN BE ADJUSTED ACCORDINGLY)

INCLUSION OF VERTICAL FORCE PER TABLE 16-0 FOOTNOTE 20 (FOR EMERGENCY POWER SUPPLIES & COMMUNICATIONS EQUIPMENT ONLY)

b) THE CAPACITY OF THE ANCHORAGE CONNECTORS IN SHEAR AND/OR TENSION SHALL BE CLEARLY INDICATED IN THE CALCULATIONS, WHICH INDICATE, ICBO REPORT NO. (IF APPLICABLE) THEIR TOTAL NUMBER, SIZE GRADE, EMBEDMENT, EDGE DISTANCES, AND OTHER FACTORS WHICH AFFECT THE CAPACITY IN SHEAR AND TENSION.

ANCHORAGE DETAILS FOR EQUIPMENT WHICH ARE NOT APPROVED DURING PLAN REVIEW ARE SUBJECT TO APPROVAL OF THE STRUCTURAL ENGINEER OF RECORD AND DSA'S DISTRICT STRUCTURAL ENGINEER PRIOR TO INSTALLATION AND INSPECTION BY THE PROJECT INSPECTOR.

ADDENDUM NO.



IDENTIFICATION STAMP DIV. OF THE STATE ARCHITECT

DSA STAMP

PROJECT NO: | 201500 | DATE: 12-14-01 1 REVISED DATE: 06-07-04 PLUMBING SITE PLAN

UNIFIED

PIPING AND/OR CONDUITS CROSSING SEISMIC GAPS SHALL HAVE PROVISIONS ALLOWING A DIFFERENTIAL MOVEMENT OF TWICE THE SEISMIC GAP, 4" MIN., IN ANY OF 6 DIRECTIONS AND SHALL BE ANCHORED AT EACH SIDE.

THE CAPACITY OF THE ANCHORAGE CONNECTORS IS SHEAR AND/OR TENSION SHALL BE CLEARLY INDICATED IN THE CALCULATIONS, WHICH INDICATE, ICBO REPORT NO. (IF APPLICABLE), THEIR TOTAL NUMBER, SIZE, GRADE, EMBEDMENT, EDGE DISTANCES, AND OTHER FACTORS WHICH AFFECT THE CAPACITY IN

B) WITHSTAND A VERTICAL FORCE PER TABLE 16-0 FOOTNOTE 20 (FOR EMERGENCY

SHEAR AND TENSION.

POWER SUPPLIES AND COMMUNICATIONS, EQUIPMENT ONLY)

WHERE ANCHORAGE DETAILS ARE NOT SHOWN ON THE DRAWINGS, THE FIELD INSTALLATION SHALL BE SUBJECT TO THE APPROVAL OF THE MECHANICAL ENGINEER AND THE FIELD ENGINEER OF THE DEPARTMENT OF THE STATE ARCHITECT.

FUTURE GAS SERVICE

KEYNOTES

1 GAS LINE RISER RE: 5/P3.1

FUTURE GAS SERVICE

2 ROOF MOUNTED GAS LINE RE: 6/M5.3 TYPICAL. PROVIDE FLEX CONNECTION AT ALL EXISTING

SEISMIC JOINTS IN BUILDINGS & CANOPIES

(4)1 1/2" GAS LINE WITH VALVE FOR BUILDING 1

3) 1" GAS LINE WITH VALVE FOR BUILDING 5

KEYNOTES

1 GAS LINE RISER RE: 5/P3.1

FUTURE GAS SERVICE

FUTURE GAS SERVICE

2 ROOF MOUNTED GAS LINE RE: 6/M5.3 TYPICAL. PROVIDE FLEX CONNECTION AT ALL EXISTING

(4)1 1/2" GAS LINE WITH VALVE FOR BUILDING 1

SEISMIC JOINTS IN BUILDINGS & CANOPIES NOD# Z

(3) 1" GAS LINE WITH VALVE FOR BUILDING & LA I I I TEM # 23

a) THE SEISMIC ANCHORAGE FOR ALL MECHANICAL AND ELECTRICAL EQUIPMENT SHALL BE DESIGNED TO WITHSTAND A LATERAL FORCE:

1- CALCULATED AS SPECIFIED IN SECTION 1632A AND TABLE 16A-0 OF THE VOL. 2, TITLE

2- IN LIEU CALCULATIONS PER 1- THE ANCHORAGE SHALL BE CAPABLE OF WITHSTANDING A LATERAL FORCE EQUAL TO 2.2 Wp ACTING SIMULTANEOUSLY WITH A VERTICAL FORCE EQUAL TO 0.72 Wp (BOTH FORCES AT SERVICE LEVEL, THESE VALUES CORRESPOND TO AN Ip=1.15 AND Ca=0.66 FOR OTHER VALUES OF IP AND CO, THE LATERAL AND VERTICAL FORCE CAN BE ADJUSTED ACCORDINGLY)

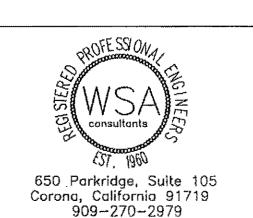
INCLUSION OF VERTICAL FORCE PER TABLE 16-0 FOOTNOTE 20 (FOR EMERGENCY POWER SUPPLIES & COMMUNICATIONS EQUIPMENT ONLY)

b) THE CAPACITY OF THE ANCHORAGE CONNECTORS IN SHEAR AND/OR TENSION SHALL BE CLEARLY INDICATED IN THE CALCULATIONS, WHICH INDICATE, ICBO REPORT NO. (IF APPLICABLE) THEIR TOTAL NUMBER, SIZE GRADE, EMBEDMENT, EDGE DISTANCES, AND OTHER FACTORS WHICH AFFECT THE CAPACITY IN SHEAR AND TENSION.

NOTE ANCHORAGE DETAILS FOR EQUIPMENT WHICH ARE NOT APPROVED DURING PLAN REVIEW ARE SUBJECT TO APPROVAL OF THE STRUCTURAL ENGINEER OF RECORD AND DSA'S DISTRICT STRUCTURAL ENGINEER PRIOR TO INSTALLATION AND INSPECTION BY THE PROJECT INSPECTOR.

ADD# Z

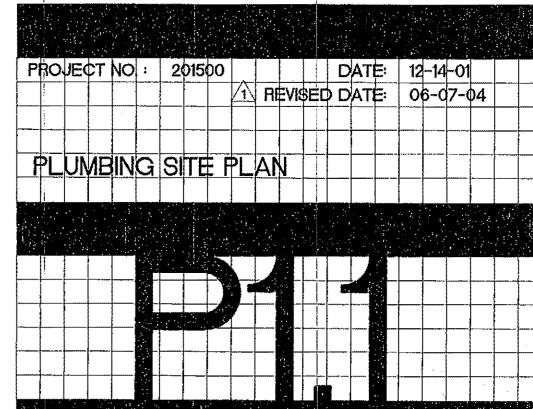
Trem# 23 Add general note reading: Refer to Drawings P2.1, P2.2 and P2.3 for new gas piping to be run on roofs of Buildings 2, 3 and 5 and connected to new roofmounted mechanical equipment.



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IDENTIFICATION STAMP DIV. OF THE STATE ARCHITECT

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ADJUSTED ACCORDINGLY)

SHEAR AND TENSION.

B) WITHSTAND A VERTICAL FORCE PER TABLE 16-0 FOOTNOTE 20 (FOR EMERGENCY

EDGE DISTANCES, AND OTHER FACTORS WHICH AFFECT THE CAPACITY IN

INSTALLATION SHALL BE SUBJECT TO THE APPROVAL OF THE MECHANICAL ENGINEER

WHERE ANCHORAGE DETAILS ARE NOT SHOWN ON THE DRAWINGS, THE FIELD

PIPING AND/OR CONDUITS CROSSING SEISMIC GAPS SHALL HAVE PROVISIONS

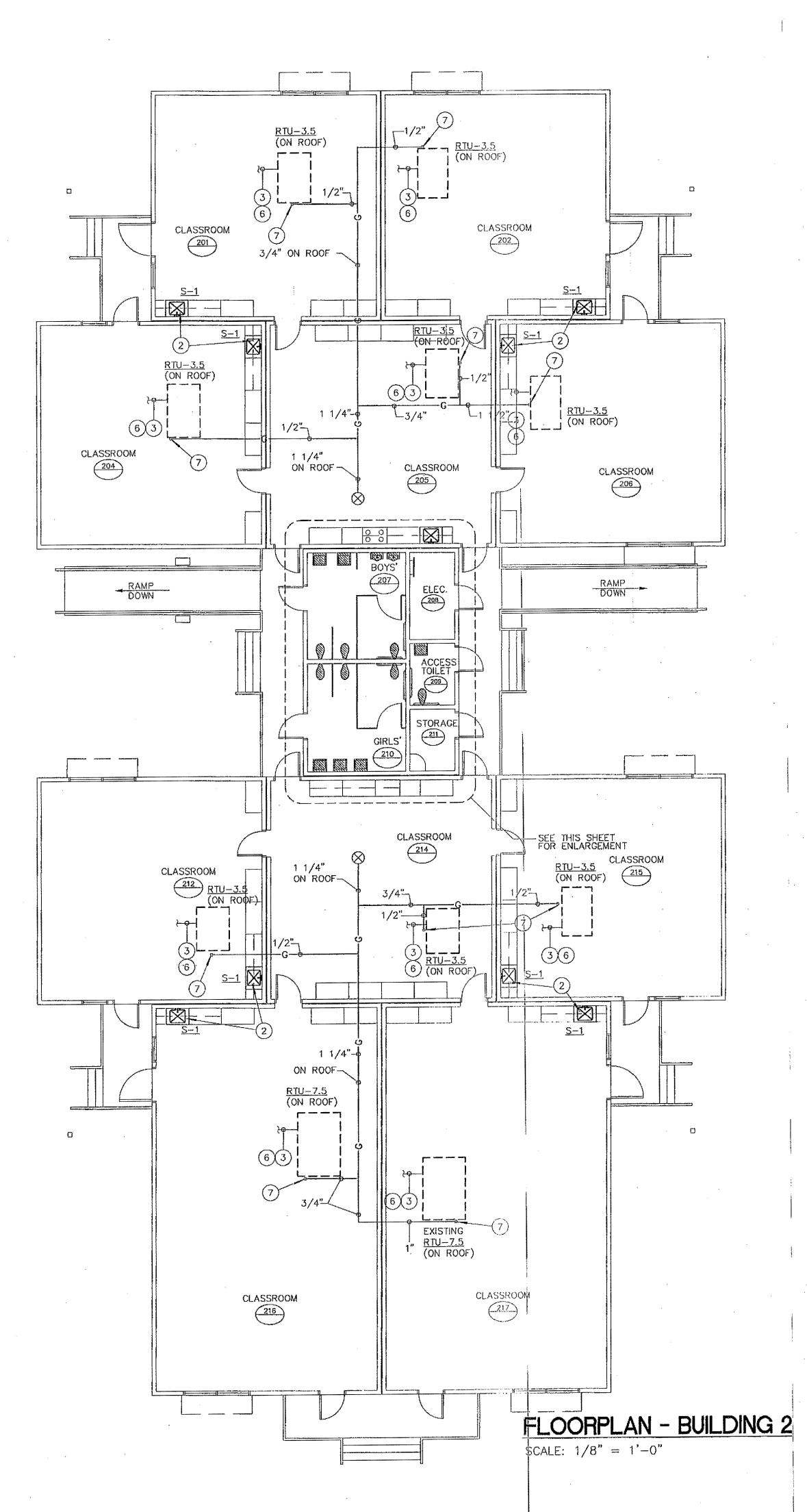
ALLOWING A DIFFERENTIAL MOVEMENT OF TWICE THE SEISMIC GAP, 4" MIN., IN

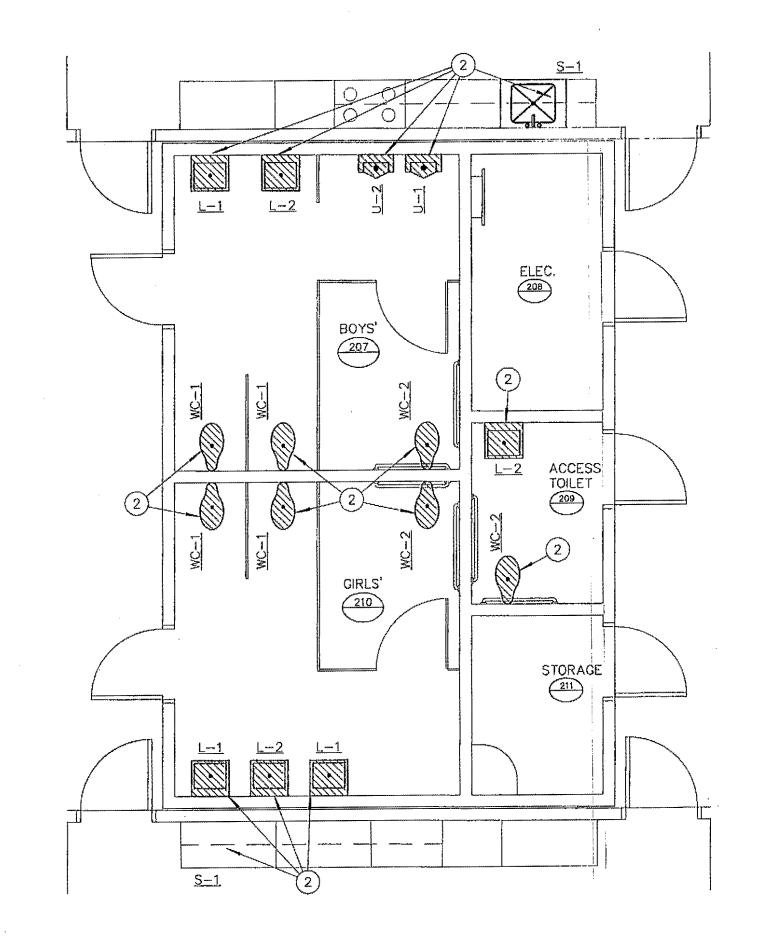
AND THE FIELD ENGINEER OF THE DEPARTMENT OF THE STATE ARCHITECT.

1. THE CAPACITY OF THE ANCHORAGE CONNECTORS IS SHEAR AND/OR TENSION SHALL BE CLEARLY INDICATED IN THE CALCULATIONS, WHICH INDICATE, ICBO REPORT NO. (IF APPLICABLE), THEIR TOTAL NUMBER, SIZE, GRADE, EMBEDMENT,

POWER SUPPLIES AND COMMUNICATIONS EQUIPMENT ONLY)

ANY OF 6 DIRECTIONS AND SHALL BE ANCHORED AT EACH SIDE.





ENLARGEMENT - BUILDING 2

SCALE: 1/8" = 1'-0"

GENERAL NOTES: (TYPICAL FOR ALL PLUMBING SHEETS) 1. PLUMBING CONTRACTOR IS TO SUBMIT PLUMBING EQUIP-MENT, REQUIRING ELECTRICAL POWER AND HVAC EQUIP-MENT. TO ELECTRICAL CONTRACTOR AND MECHANICAL CONTRACTOR FOR HIS REVIEW AND COORDINATION BEFORE ORDERING EQUIPMENT. PLUMBING CONTRACTOR IS TO SUBMIT 1/4" FABRICATION PLANS OF LOCATIONS OF MECHANICAL UNITS, ELECTRICAL PANELS AND TRANS-FORMERS, AND PLUMBING EQUIPMENT.

- 2. CONTRACTOR IS TO FIELD VERIFY ALL GAS SIZES LOCATION. & ROUTING OF LINES BEFORE BIDDING PROJECT. IF GAS LINE IS UNDERSIZED CONTACT ENGINEER IMMEDIATELY.
- 3. CONTRACTOR IS TO INSTALL A GAS BALL VALVE AND UNION BEFORE FINAL CONNECTION TO ALL GAS FIRED EQUIPMENT. ALL GAS PIPING INSIDE BUILDING IS TO BE BUTT-WELDED SCHEDULE 40 BLACK PIPE.
- 4. PLUMBING CONTRACTOR IS TO CONNECT HOT & COLD WATER, SANITARY, AND VENT PIPING TO ALL PLUMBING FIXTURES AS REQUIRED.
- N.I.C. 5. ALL WATER PIPING IS TO BE ABOVE CEIL'G OR IN WALLS NOT BELOW SLAB UNLESS SPECIFICALLY CALLED OUT ON PLANS.
- 6. FOR WATER AND GAS PIPING SUPPORT SEE DTL 4/P3.1. SEE SPECIFICATIONS FOR SPACING OF SUPPORTS. (TYPICAL OF ENTIRE PROJECT)
- N.I.C. 7. SANITARY PIPING IS TO BE SLOPED AT 1/4" PER FOOT -BELOW BUILD'C. PLUMBING CONTRACTOR IS TO VERIFY --FLOWLINES BEFORE TRENCHING BEGINS AND BEFORE ORDERING OF -EQUIPMENT AND INSTALLATION OF PIPE.
- 8. ALL VALVES ARE TO BE CONCEALED ABOVE CEIL'G OR IN CHASE. PROVIDE ACCESS PANELS TO PROVIDE ACCESSIBLY IF NECESSARY. PANELS ARE TO BE ELMDOR SLK 8" X 8"-AS, SHUR-LOK ACCESS DOOR. ACCESS DOOR AND FRAME SHALL BE 16 GAGE, GALVANNEALED STEEL WITH PRIME COAT FINISH. DOOR LATCH SHALL BE ALLEN KEY OPERATED. COLOR PER ARCHITECT.
- 9. PLUMBING CONTRACTOR IS TO LOCATE ROOF PENETRATION A MINIMUM OF 3' AWAY FROM UNIT, INCLUDE PIPE SUPPORT HALF WAY BETWEEN PENETRATION AND UNIT. SUBMIT ON PIPE SUPPORT.
- 10. ALL VALVES ARE TO HAVE VALVE EXTENSIONS TO ALLOW THE HANDLE TO BE FREE OF INSULATION.
- 11. CONTRACTOR IS TO SLEEVE ANY PIPING THAT PENETRATES CONCRETE WALLS OR FLOOR.
- 12. CONTRACTOR IS TO FIELD VERIFY ALL LOCATIONS, SIZES, ROUTING, AND FLOWLINES OF ALL UTILITIES BEFORE ORDERING OR INSTALLING ANY PIPE OR EQUIPMENT.

- 13. ALL STORM DRAIN, DOMESTIC WATER, AND GAS PIPING ROUTED UNDER JOISTS SHALL BE SUPPORTED BY A 3"x 3"x 1/4" ANGLE IRON ATTACHED TO TOP OF JOISTS.
- 14. PUT COLORED "THUMB TACKS" IN CEIL'G WHERE VALVES, CUTOFFS OR ANYTHING THE OWNER WILL NEED TO LOCATE.
- N.I.C. 15. SEE DTL 1/P3.1 FOR HANGER SUPPORT FOR ALL PIPING. (TYPICAL THROUGH OUT -ENTIRE PROJECT.)
 - 16. ALL CHECK VALVES ARE TO BE NON-SLAM TYPE.
 - 17. CLEANOUTS ARE REQUIRED EVERY 50 FEET INDOORS AND 100 FEET OUTDOORS, CLEANOUTS INDICATED ON PLANS SHOW SPECIFIC DESIRED LOCATIONS FOR CLEANOUTS. ADDITIONAL CLEANOUTS TO MEET THE ABOVE REQUIREMENT ARE REQUIRED.
 - 18. PLANS ARE DIAGRAMMATIC. RELOCATION OF EQUIPMENT TO MISS STRUCTURE AND OFFSETS OF DUCTWORK, GAS, WATER, SANITARY AND REFRIGERANT PIPING WILL BE REQUIRED.
 - 19. ROUTE GAS LINE IN STRUCTURE. DUCTWORK IS TO TAKE PRECEDENCE OVER GAS INSTALLATION.
 - 20. ALL UNDERGROUND PIPING IS TO BE IDENTIFIED WITH METAL BACKED MYLAR TAPE, SEE SPECIFICATIONS. CONTRACTOR IS TO SUBMIT ON TAPE IN PLUMBING SUBMITITAL.
 - 21. ALL GAS PIPING ABOVE GROUND IS TO BE BUTTWELDED SCHEDULE 40 BLACK STEEL PIPE. PAINT ALL EXPOSED PIPE WITH (1) COAT OF PRIMER AND (2) COATS OF FLAT ACRYLIC ENAMEL, COLOR PER ARCHITECT
 - 22. VERIFY WATER PRESSURE. IF PRESSURE IS UNDER 70 PSIG CONTACT ENGINEER.
- N.I.C. 23: THERE IS NOT TO BE ANY PVC PIPING ETC. IN RETURN AIR AND EXHAUST AIR-PLENUMS. PLUMBING CONTRACTOR IS TO REPLACE ANY EXISTING PVC WITH CAST IRON OR A SUITABLE MATERIAL MATCHING THE EXISTING APPLICATION:
 - 24. ALL VENT CAPS, TERMINATION KITS, ETC. ARE TO BE PRIMED AND PAINTED WITH (1) COAT OF PRIMER AND (2) COATS OF ACRLIC ENAMEL PAINT. COLOR TO MATCH ROOF COLOR.
- N.I.C. 25. ALL VENT CAPS, TERMINATION KITS, ETC. ARE TO BE LOCATED ON BACK OF HIPPED OR GABLED ROOFS SO THAT IT IS NOT -VISABLE FROM FRONT OF BUILDING.
 - 26. CONTRACTOR IS TO INSTALL DIELECTRIC UNIONS WHEN CHANGING FROM ONE TYPE OF PIPE TO ANOTHER.
- N.I,C. 27. CONTRACTOR IS TO INSTALL FLOOR DRAINS WITH OVAL FUNNEL BY ALL MECHANICAL EQUIPMENT WITH COOLING COILS WHETHER SHOWN OR NOT. -CONTRACTOR IS TO ROUTE SANITARY SEWER LINES TO FLOOR DRAINS. VENT PER CODE. ROUTE CONDENSATE TO FLOOR DRAINS. LEAVE AN -AIR-GAP PER-CODE.

NUMBERED NOTES:

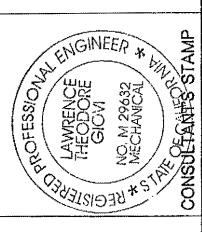
- (1) INSTALL A GAS BALL VALVE, UNION, AND DIRT LEG ASSEMBLY BEFORE FINAL CONNECTION TO EQUIPMENT. FINAL CONNECTION IS PER MANUFACTURER'S RECOMMENDATIONS.
- 2 CONNECT FIXTURE TO EXISTING UTILITIES IN APPROXIMATE
- LOCATION. VENT PER LOCAL AND STATE CODES. (3) ROUTE CONDENSATE OVER TO NEAREST ROOF DRAIN.
- (4) LAVATORY INSTALLATION DETAIL. SEE 1/P3.1.
- (5) GAS RISER. SEE DETAIL 5/P3.1.
- (6) CONDENSATE DRAIN. SEE 2/P3.1.
- (7) GAS SEDIMENT. SEE DETAIL 3/P3.1.

PLANS ARE DIAGRAMMATIC. RELOCATION OF EQUIPMENT AND OFFSETS OF DOMESTIC WATER, FIRE PROTECTION, STORM SEWER, CONDENSATE, GAS, SANITARY WASTE AND VENT PIPING WILL BE REQUIRED.

FURNISH ALL LABOR, MATERIALS, TOOLS, TRANSPORTATION, EQUIPMENT, SERVICES, AND FACILITIES REQUIRED FOR THE COMPLETE INSTALLATION OF ALL WORK AS SHOWN ON THE PLANS AND OUTLINED IN THE SPECIFICATIONS. THE WORK SHALL ALSO INCLUDE ALL MATERIAL, EQUIPMENT, AND APPARATUS NOT SHOWN, BUT WHICH ARE NECESSARY TO MAKE A COMPLETE WORKING INSTALLATION OF SYSTEMS. THE DRAWINGS AND SPECIFICATIONS ARE NOT FABRICATION DRAWINGS OR STEP BY STEP INSTRUCTIONS. THEIR INTENT IS TO ESTABLISH THE MINIMUM STANDARD OF PERFORMANCE THAT IS ACCEPTABLE FOR THIS PROJECT. ALL THE WORK AND EVERY DEVICE IS NOT NECESSARILY DESCRIBED OR INDICATED. THE CONTRACTOR IS EXPECTED TO INCLUDE THESE ITEMS IN HIS BID BY HIS FORESIGHT FROM PREVIOUS EXPERIENCE OR WITH A DOLLAR CONTINGENCY AMOUNT FOR UNFORESEEN EXPENSES. IF THE CONTRACTOR NEEDS STEP BY STEP INSTRUCTIONS TO COMPLETE THIS WORK OR IF HE IS NOT FAMILIAR WITH THE LOCAL CODES OR THE TYPE OF SYSTEMS BEING INSTALLED, HE IS ADVISED NOT TO SUBMIT A BID OR TO WORK ON THIS PROJECT.

THE CONTRACTOR SHOULD BE FAMILIAR WITH THE ARCHITECTURAL, STRUCTURAL, CIVIL, PLANS ETC. BEFORE MAKING A BID. FIELD MEASURING AND COORDINATING WITH OTHER TRADES IS MANDATORY, THE ENGINEER DOES NOT GUARANTEE THE ACCURACY OF THE DIMENSIONS OF NEW OR EXISTING WORK. COORDINATE EACH EQUIPMENT SIZE, DUCT SIZE, PIPE SIZE, ETC. WITH THE LOCATION WHERE IT IS TO BE INSTALLED BEFORE ORDERING. NOTIFY ENGINEER IF SPACE DOES NOT ALLOW FOR EQUIPMENT SPECIFIED. ALL DIMENSIONS SHALL BE VERIFIED BY THE CONTRACTOR AND IT IS HIS RESPONSIBILITY TO FIT ALL NEW WORK TO EXISTING. ALL OFF-SETS AND SMALL CHANGES IN ROUTING ARE CONSIDERED A PART OF THE SCOPE OF THE BASE BID FOR THIS PROJECT AND SHALL BE APPROVED BY THE ENGINEER OR ARCHITECT BEFORE INSTALLATION.

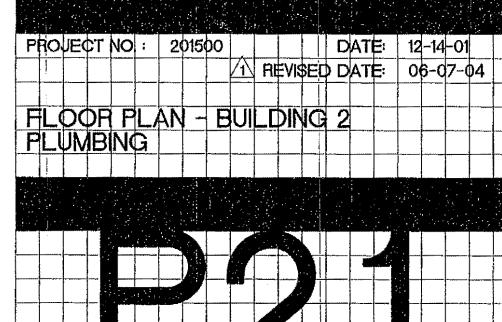
IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO WORK WITH THE CITY OR GOVERNING AGENCY AND TO SATISFY THEIR REQUIREMENTS. IT WILL NOT BE THE RESPONSIBILITY OF THE ARCHITECT OR ENGINEER TO SATISFY THESE REQUIREMENTS. THE WORK AND THE MATERIAL THAT ARE A PART OF THIS RESPONSIBILITY ARE TO BE INCLUDED IN THE BID OR PRICE BY THE CONTRACTOR, SUPPLY AND INSTALL THE SYSTEMS INDICATED ON DRAWINGS IN A COMPLETE AND 100% WORKING ORDER, SATISFYING ALL APPLICABLE CODES.



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ADDENDUM NO.



IDENTIFICATION STAMP DIV. OF THE STATE ARCHITECT AC____FL8_____F 31.2111.00

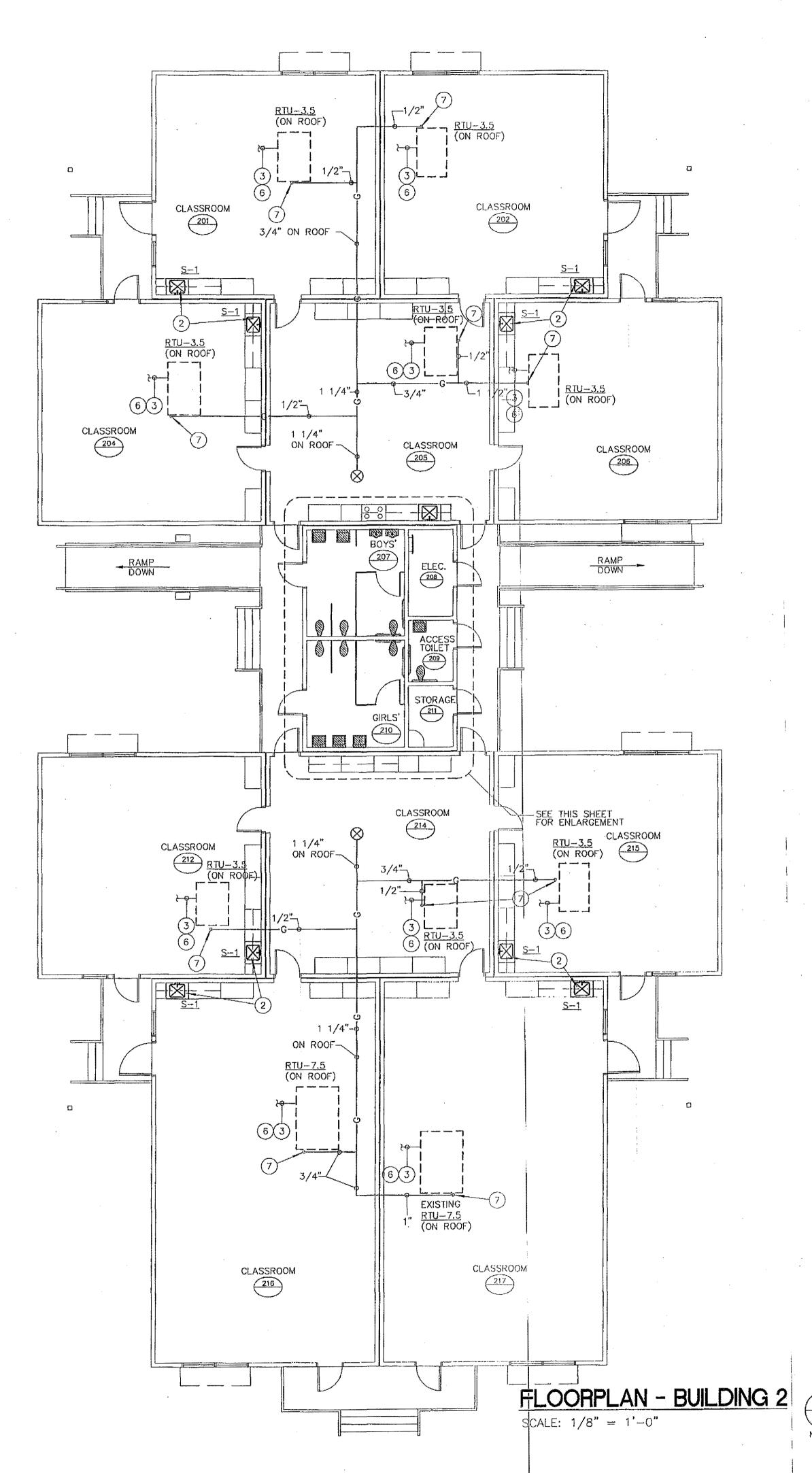
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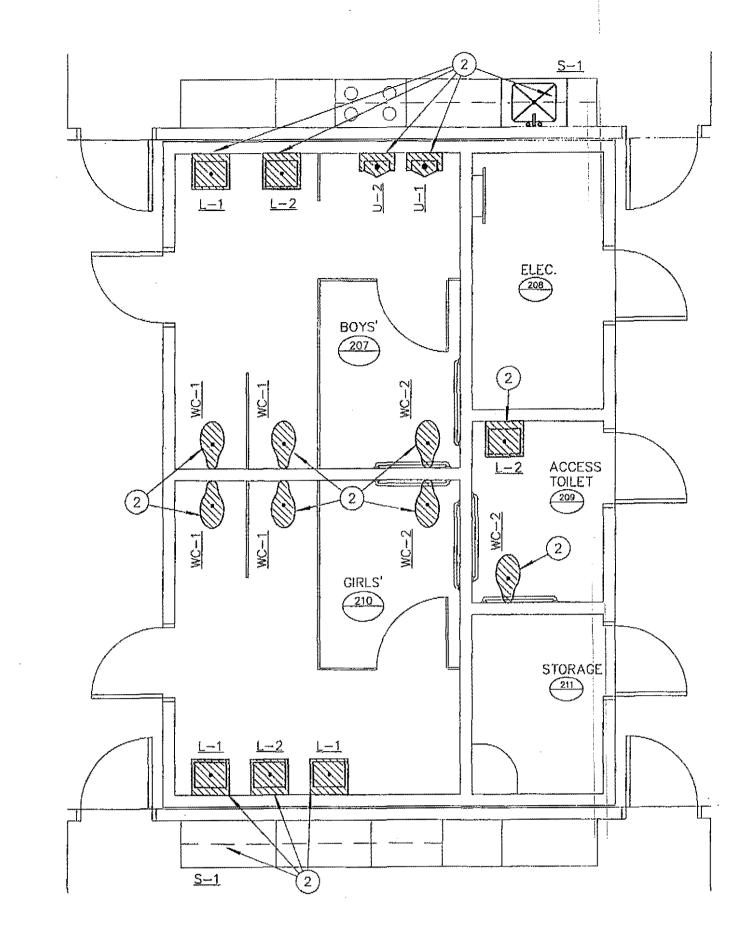
650 Parkridge, Suite 105

909-270-2979

Corona, California 91719

CONSULTANT





ENLARGEMENT - BUILDING 2

add one accessible dual height drinking fountain DF-1 at exterior wall i location shown on 2/A2.5, 2/A2.7 and 2/A2.8, revised dated June 7, 2004. Refer to Butterfield Elementary Modernization Building No. 2, 3, and 5, DSA No. 04-104245, Addendum No. 1, Item 24, B. for DF-1 specification.

GENERAL NOTES: (TYPICAL FOR ALL PLUMBING SHEETS) 1. PLUMBING CONTRACTOR IS TO SUBMIT PLUMBING EQUIP-MENT, REQUIRING ELECTRICAL POWER AND HVAC EQUIP-MENT. TO ELECTRICAL CONTRACTOR AND MECHANICAL CONTRACTOR FOR HIS REVIEW AND COORDINATION BEFORE ORDERING EQUIPMENT. PLUMBING CONTRACTOR IS TO SUBMIT 1/4" FABRICATION PLANS OF LOCATIONS OF MECHANICAL UNITS, ELECTRICAL PANELS AND TRANS-FORMERS, AND PLUMBING EQUIPMENT.

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S # OCTA

US # Marz

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4. PLUMBING CONTRACTOR IS TO CONNECT HOT & COLD WATER, SANITARY, AND VENT PIPING TO ALL PLUMBING FIXTURES AS REQUIRED.

N.I.C. 5: ALL WATER PIPING IS TO BE ABOVE CEIL'O OR IN WALLS NOT BELOW SLAB UNLESS SPECIFICALLY CALLED OUT ON PLANS.

6. FOR WATER AND GAS PIPING SUPPORT SEE DTL 4/P3.1. SEE SPECIFICATIONS FOR SPACING OF SUPPORTS. (TYPICAL OF ENTIRE PROJECT)

N.I.C. 7. -SANITARY-PIPING IS TO BE SLOPED AT 1/4" PER FOOT BELOW BUILD'G: PLUMBING CONTRACTOR IS TO VERIFY FLOWLINES BEFORE TRENCHING BEGINS AND BEFORE ORDERING OF EQUIPMENT AND INSTALLATION OF PIPE.

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VENT_PER_CODE. ROUTE_CONDENSATE_TO_ELOOR_DRAINS. LEAVE_AN S. # OCA

28. Furnish and install gas piping supports per 5/M5.3. Z5 # MSPI

NUMBERED NOTES:

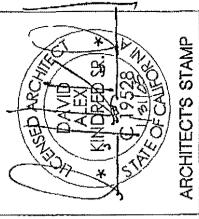
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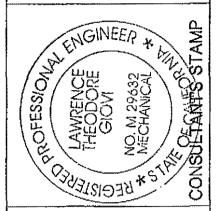
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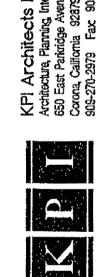
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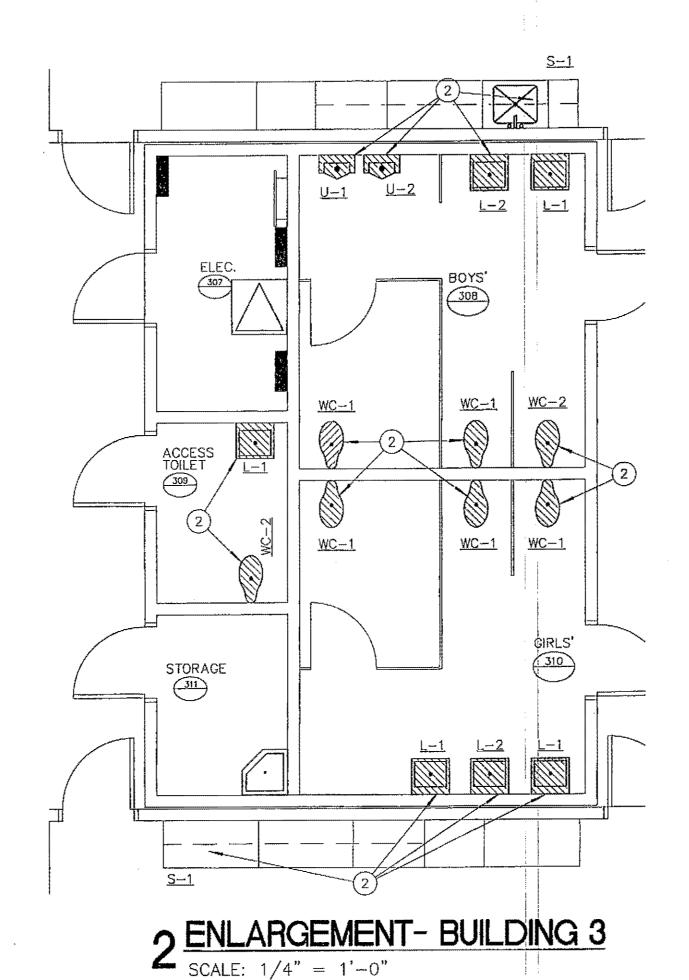
ADDENDUM NO. 1



IDENTIFICATION STAMP DIV. OF THE STATE ARCHITECT JL 2 B 5 1089 DATE:_

DSA STAMP

PROJECT NO: | 201500 | DATE: 12-14-01 REVISED DATE: | 06-07-04



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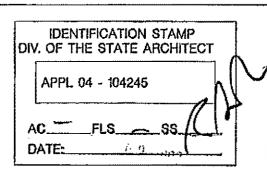


| DATE: | 12-14-01

ADDENDUM NO.

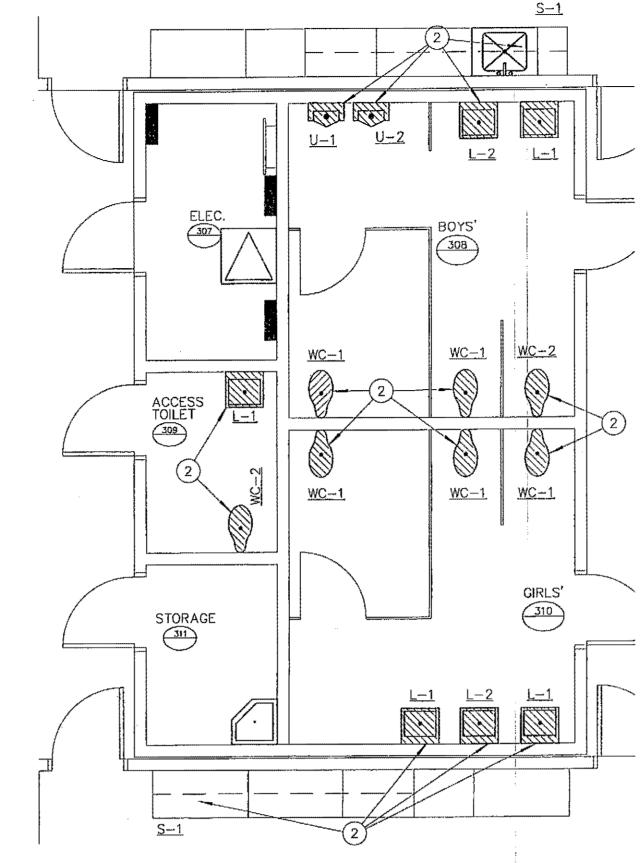
PROJECT NO: 201500





11) REVISED DATE: | 06-07-04 FLOOF PLAN - BUILDING 3 PLUMBING

DSA STAMP



SENLARGEMENT- BUILDING 3

add one accessible dual height drinking fountain DF-1 at exterior wall in location shown on 2/A2.5, 2/A2.7 and 2/A2.8, revised dated June 7, 2004. Refer to Butterfield Elementary Modernization Building No. 2, 3, and 5, DSA No. 04-104245, Addendum No. 1, Item 24, B. for DF-1 specification.

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S # add ITEM # 55

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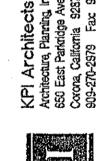
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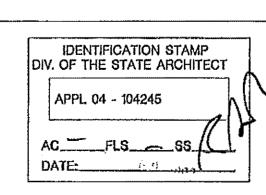
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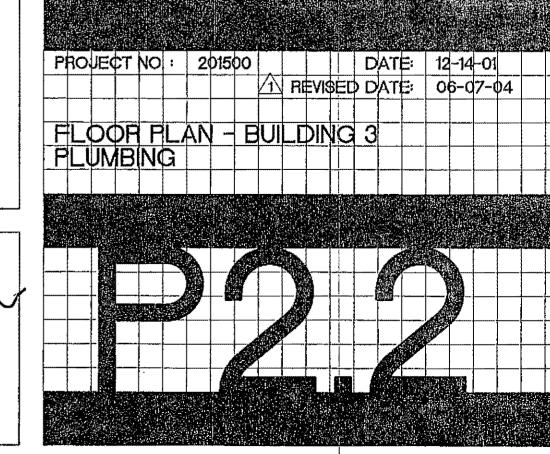




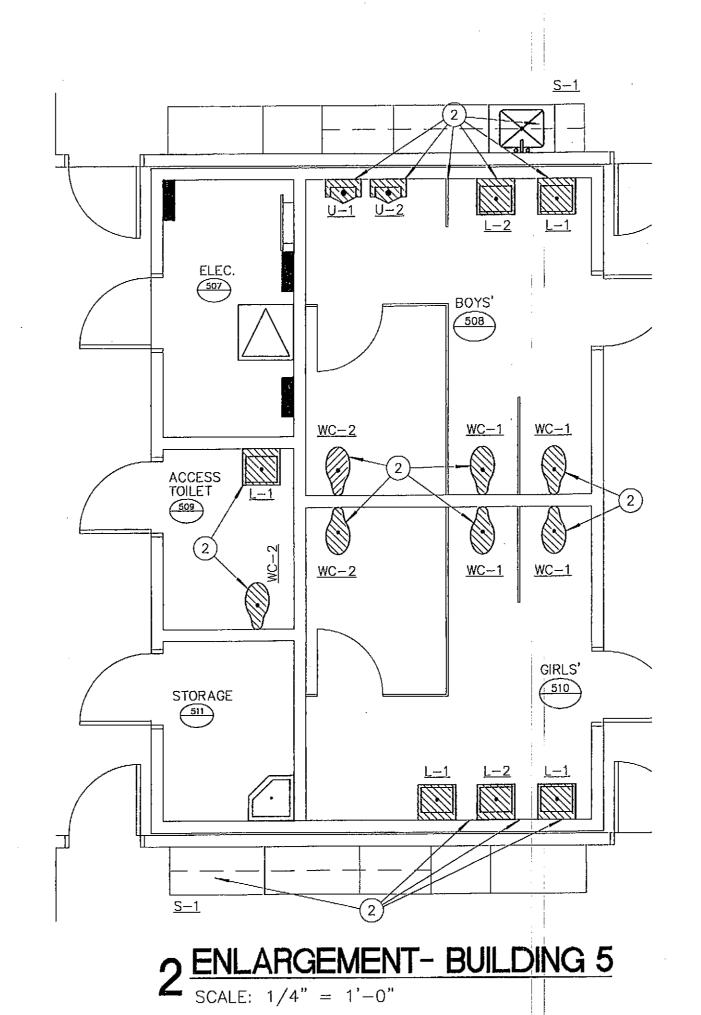
ADDENDUM NO.







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GENERAL NOTES: (TYPICAL FOR ALL PLUMBING SHEETS)

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CONTRACTOR FOR HIS REVIEW AND COORDINATION BEFORE ORDERING EQUIPMENT. PLUMBING CONTRACTOR IS TO SUBMIT 1/4" FABRICATION PLANS OF LOCATIONS OF MECHANICAL UNITS, ELECTRICAL PANELS AND TRANS—FORMERS, AND PLUMBING EQUIPMENT.

 CONTRACTOR IS TO FIELD VERIFY ALL GAS SIZES, LOCATION, & ROUTING OF LINES BEFORE BIDDING PROJECT. IF GAS LINE IS UNDERSIZED CONTACT ENGINEER IMMEDIATELY.

- CONTRACTOR IS TO INSTALL A GAS BALL VALVE AND UNION BEFORE FINAL CONNECTION TO ALL GAS FIRED EQUIPMENT. ALL GAS PIPING INSIDE BUILDING IS TO BE BUTT-WELDED SCHEDULE 40 BLACK PIPE.
- PLUMBING CONTRACTOR IS TO CONNECT HOT & COLD WATER, SANITARY, AND VENT PIPING TO ALL PLUMBING FIXTURES AS REQUIRED.
- N.I.C. 5.— ALL WATER PIPING IS TO BE ABOVE CEIL'G OR IN WALLSNOT BELOW SLAB UNLESS-SPECIFICALLY CALLED OUT ON PLANS.

 6. FOR WATER AND GAS PIPING SUPPORT SEE DTL 4/P3.1.
- SEE SPECIFICATIONS FOR SPACING OF SUPPORTS. (TYPICAL OF ENTIRE PROJECT)

 N.I.C. 7: SANITARY PIPING IS TO BE SLOPED AT 1/4" PER FOOT
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 BELOW-BUILD'G.—PLUMBING—CONTRACTOR IS TO VERIFY——
 -FLOWLINES—BEFORE—TRENCHING—BEGINS—AND—BEFORE—ORDERING—OF—
 -EQUIPMENT—AND—INSTALLATION—OF—PIPE:
- 8. ALL VALVES ARE TO BE CONCEALED ABOVE CEIL'G OR IN CHASE. PROVIDE ACCESS PANELS TO PROVIDE ACCESSIBLY IF NECESSARY. PANELS ARE TO BE ELMDOR SLK 8" X 8"-AS, SHUR-LOK ACCESS DOOR. ACCESS DOOR AND FRAME SHALL BE 16 GAGE, GALVANNEALED STEEL WITH PRIME COAT FINISH. DOOR LATCH SHALL BE ALLEN KEY OPERATED. COLOR PER ARCHITECT.
- PLUMBING CONTRACTOR IS TO LOCATE ROOF PENETRATION A MINIMUM OF 3' AWAY FROM UNIT, INCLUDE PIPE SUPPORT HALF WAY BETWEEN PENETRATION AND UNIT. SUBMIT ON PIPE SUPPORT.
- 10. ALL VALVES ARE TO HAVE VALVE EXTENSIONS TO ALLOW THE HANDLE TO BE FREE OF INSULATION.
- 11. CONTRACTOR IS TO SLEEVE ANY PIPING THAT FENETRATES CONCRETE WALLS OR FLOOR.
- 12. CONTRACTOR IS TO FIELD VERIFY ALL LOCATIONS, SIZES, ROUTING, AND FLOWLINES OF ALL UTILITIES BEFORE ORDERING OR INSTALLING ANY PIPE OR EQUIPMENT.

- 13. ALL STORM DRAIN, DOMESTIC WATER, AND GAS PIPING ROUTED UNDER JOISTS SHALL BE SUPPORTED BY A 3"x 3"x 1/4" ANGLE IRON ATTACHED TO TOP OF JOISTS.
- 14. PUT COLORED "THUMB TACKS" IN CEIL'G WHERE VALVES, CUTOFFS OR ANYTHING THE OWNER, WILL NEED TO LOCATE.
- N.I.C. 15. SEE DTL 4/P3.1 FOR HANGER SUPPORT-FOR ALL PIPING. (TYPICAL THROUGH OUT-
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 - 17. CLEANOUTS ARE REQUIRED EVERY 50 FEET INDOORS
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 - 19. ROUTE GAS LINE IN STRUCTURE. DUCTWORK IS TO TAKE PRECEDENCE OVER GAS INSTALLATION.
 - 20. ALL UNDERGROUND PIPING IS TO BE IDENTIFIED WITH METAL BACKED MYLAR TAPE, SEE SPECIFICATIONS. CONTRACTOR IS TO SUBMIT ON TAPE IN PLUMBING SUBMITTAL.
 - 21. ALL GAS PIPING ABOVE GROUND IS TO BE BUTTWELDED SCHEDULE 40 BLACK STEEL PIPE. PAINT ALL EXPOSED PIPE WITH (1) COAT OF PRIMER AND (2) COATS OF FLAT ACRYLIC ENAMEL, COLOR PER ARCHITECT.
 - 22. VERIFY WATER PRESSURE. IF PRESSURE IS UNDER 70 PSIG CONTACT ENGINEER.
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NUMBERED NOTES:

- 1) INSTALL A GAS BALL VALVE, UNION, AND DIRT LEG ASSEMBLY BEFORE FINAL CONNECTION TO EQUIPMENT. FINAL CONNECTION IS PER MANUFACTURER'S RECOMMENDATIONS.
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KPI Architects Inc.
Architecture, Planning Interior Design
650 East Parkridge Averue, Suite 1
Corona, California 92879-1092

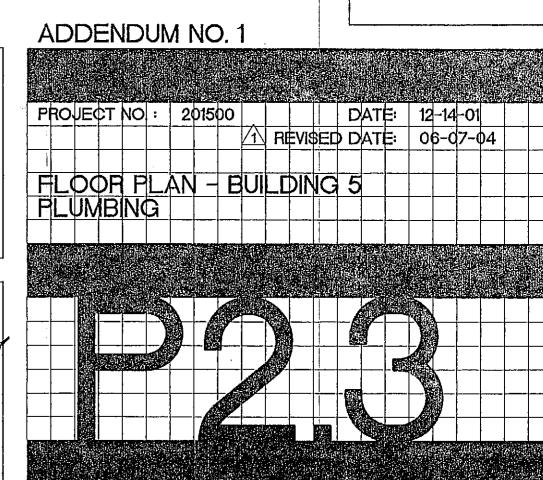
650 Parkridge, Suite 105 Corona, California 91719 909-270-2979

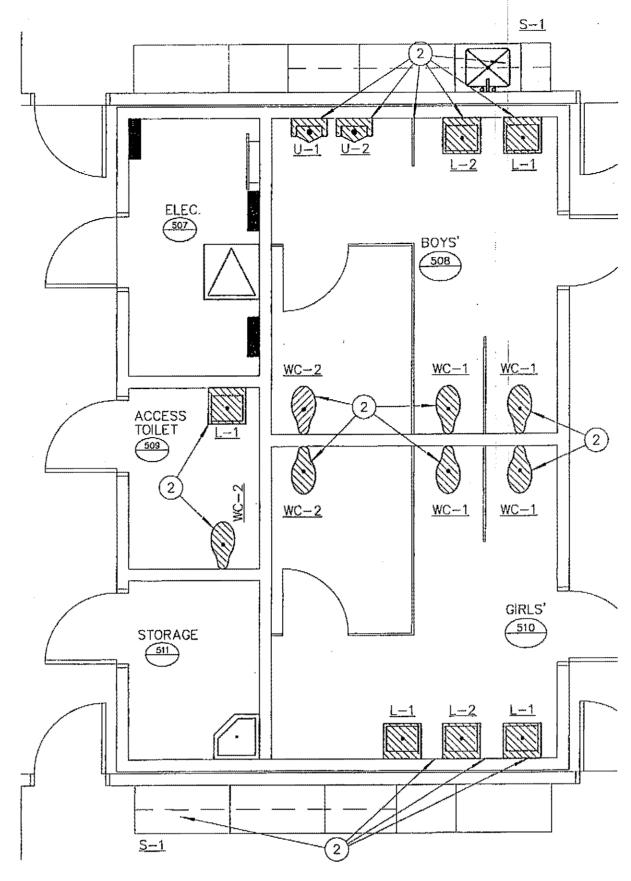
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DIV. OF THE STATE ARCHITECT

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2 ENLARGEMENT- BUILDING 5

add one accessible dual height drinking fountain DF-1 at exterior wall in location shown on 2/A2.5, 2/A2.7 and 2/A2.8, revised dated June 7, 2004. Refer to Butterfield Elementary Modernization Building No. 2, 3, and 5, DSA No. 04-104245, Addendum No. 1, Item 24, B. for DF-1 specification.

GENERAL NOTES: (TYPICAL FOR ALL PLUMBING SHEETS)

S#, aad

1 Fern # 24

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Furnish and install gas piping supports per 5/M5.3.

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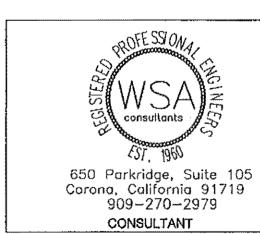
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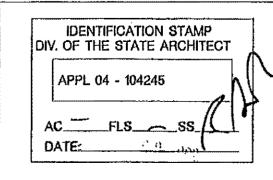
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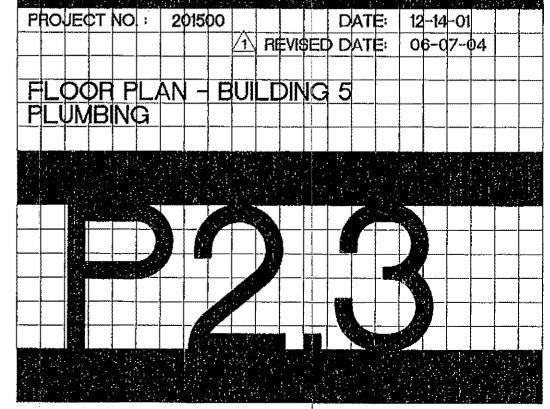
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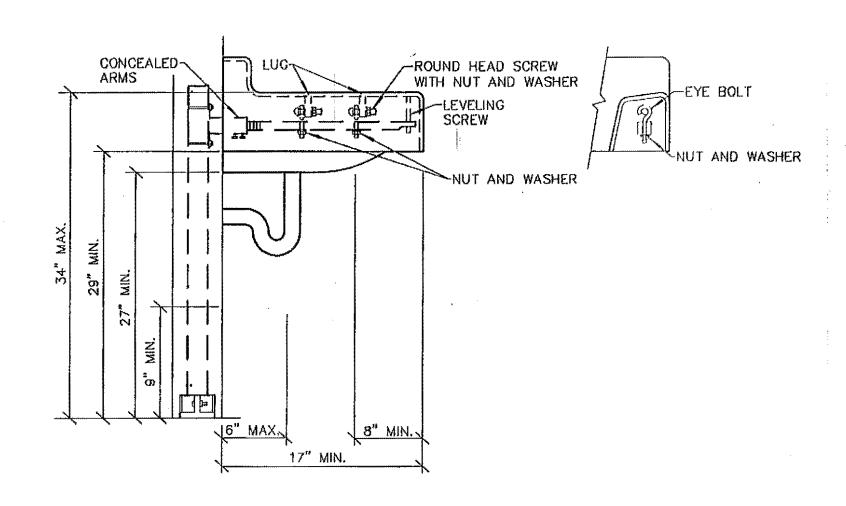


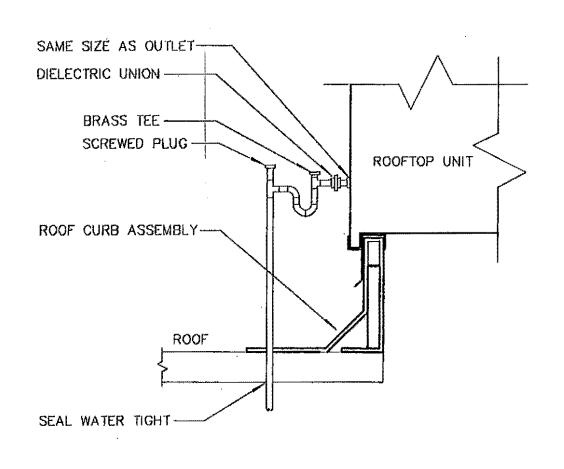




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2 CONDENSATE DRAIN DETAIL

1 LAVATORY SUPPORT DETAIL.

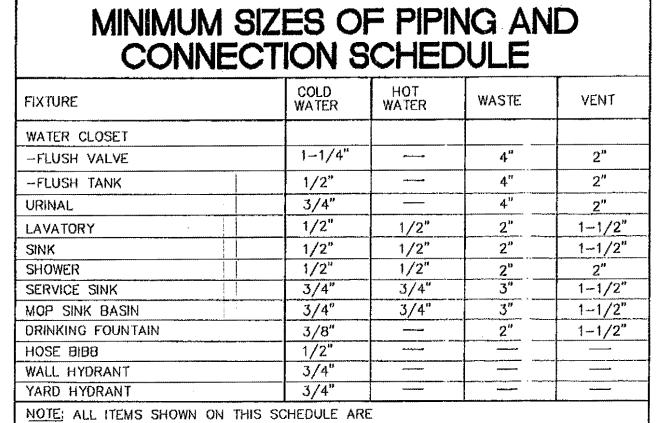
PLUMBING FIXTURES:
GENERAL - THIS CONTRACTOR SHALL FURNISH AND INSTALL ALL PLUMBING FIXTURES SHOWN ON PLANS AND/OR SPECIFIED HEREIN. PLUMBING FIXTURES ARE TO BE 100% COMPLETED; MEANING ALL PARTS, BOLTS, NUTS,
SCREWS, VALVES, ETC. CATALOG NUMBERS AND FIXTURE NAMES, UNLESS OTHERWISE NOTED ARE KOHLER DESIGNATIONS. ALL SUPPLIES AND WASTES SHALL HAVE SET SCREW OR LOCK TYPE ESCUTCHEONS AT THE POINT
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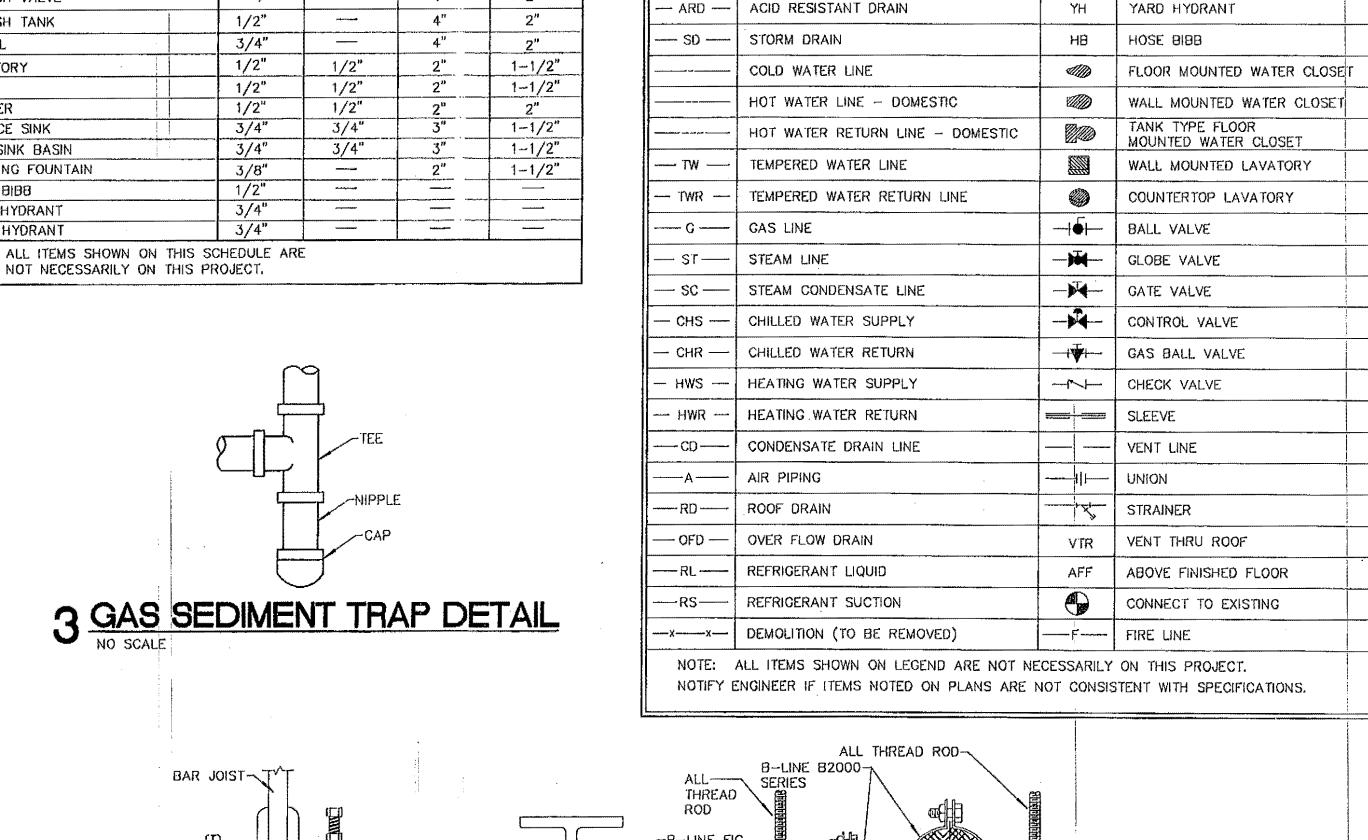
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	WATER CLOSETS KOHLER	URINALS KOHLER	SHOWERS ACORN	KITCHEN TRENCH DRAINS DESIGHER'S CHOICE ZURN	CARRIERS ZURN SMITH	PLUMBING BRASS McGUIRE BRASCRAFT COMMERCIAL	TEMPERED WATER MIXING VALVES POWERS	FAUCETS CHICAGO DELTA
	AMERICAN STANDARD	AMERICAN STANDARD	BRADLEY SYMMONS		WADE	DUNDOUNE! COMMERCIAL	LEONARD	T&S
ļ	ELJER	ELJER CRANE		CLEANOUTS			SYMMONS	MATTERNAL OF ALLOWERS
	CRANE		WATER FILTERS	ZURN	GREASE INTERCEPTOR	SOLIDS INTERCEPTOR		METERING FAUCETS
	SERVICE SINKS	LAVATORIES	CAMPBELL	SMITH WADE	ZURN	ZURN	SINKS	BRADLEY
	KOHLER	KOHLER	WASHER BOX		SMITH	SMITH	ELKAY	SYMMONS (SCOT)
l	AMERICAN STANDARD	AMERICAN STANDARD	ZURN	WASH BASIN	WADE	WADE	JUST	
	ELJER	ELJER	BRADLEY	BRADLEY	FLOOR SINKS	SEATS	FLOOR DRAINS	
	CECO	CRANE	ACORN	ACORN	ZURN	OLSONITE	ZURN	
ı	MOP SINK BASINS	CECO (CAST IRON LAVATORIES)	ROOF DRAINS	HOT WATER	SMITH	BENEKE	SMITH	
	FIAT	HOSE BIBBS	ZURN	CIRCULATING PUMPS	WADE	CENTOCO	WADE	
	STERN-WILLIAMS	WOODFORD	SMITH	GRUNDFOS ,	•	152 A ማምምም - 1 18m A የሚመረግራት	TRENCH DRAINS	
	LAVATORY SYSTEMS	FLUSH VALVES	WADE	ARM STRONG	DOWN SPOUTS	WATER HEATERS	ZURN	
	LAVATORY SYSTEMS	SLOAN	DRINKING FOUNTIAN	BELL GOSSET	ZURN	A. O. SMITH STATE	SMITH	
	BRADLEY	DELANY	ELKAY	WALL HYDRANTS	SMITH	LOCHINVARE	WADE	
- 1		Rep Steps Sant S F Y 1	HAMC	WOODFORD	WADE	EDDI BIANDIE	ACO ·	

	WATER CLOSETS AND URINALS FIXTURE SCHEDULE								
SYMBOL	SYMBOL MARK WATER CLOSET/URINAL FLUSH VALVE/SUPPLY SEAT CARRIER				CARRIER	4	NOTES		
400	WC1	KOHLER K-4350 WELLCOMME	SLOAN REGAL 115-YK, 1.5 GPF	·	SS COVER WITH CONCEALED			BOLT CAPS WITH CLIPS	
	WC-2		SLOAN REGAL XL 111—YK, 1.5 GPF	OLSONITE 10-CC OPEN FRONT, LES CHECK HINGE	WHITE SOLID PLASTIC SEAT SS COVER WITH CONCEALED			COORDINATE VALVE HEIGHT WITH ASSESSMENT GRAB BAR. BOLT CAPS WITH CLIPS	
	U-1	KOHLER K-4960-T BARDON	SLOAN REGAL 186-1, 1 GPF			ZURN Z-1222-58 OR SM	TH 637-Z	•	
	U-2	KOHLER K-4960-T BARDON (ACCESSING HEIGHT)	SLOAN REGAL XL 186-1, 1 GPF			ZURN Z-1222-58 OR SM	TH 637-Z		

	LAVATORIES, SINKS AND FOUNTAINS FIXTURE SCHEDULE							
SYMBOL	MARK	FIXTURE	,	MANUFACTURER/MODEL #				NOTES
	L MAIN	TIX TORE	LAVATORY/SINK	FAUCET & DRAIN	SUPPLY	TRAP	CARRIER	NOTES
	L-1	LAVATORY	non v 400 Ann necestar	BRADLEY 90-75 METERING FAUCET KOHLER K-7715 DRAIN WITH PERFORATED GRATE	ISTOP AND ANNEALED	McGUIRE 8872 CHROME PLATED 1-1/4" CAST BRASS ADJUSTABLE P-TRAP WITH CLEANOUT		MOUNT CARRIER SECURELY TO FLOOR, BOLT CARRIER TO LAVATORY.
		WALL HUNG	20" X 18" ACID RESISTING	KOHLER K-7715 DRAIN	PLATED SUPPLY WITH STOP AND ANNEALED VERTICAL TUBE	1-1/4" CAST BRASS ADJUSTABLE P-TRAP WITH CLEANOUT; TURN TRAP FLAT AGAINST BACK WALL	ZURN Z-1231-AL OR SMITH 700-Z-M31 CONCEALED ARM CARRIER MOUNT AT A.D.A LEVEL	MOUNT CARRIER SECURELY TO FLOOR, BOLT CARRIER TO LAVATORY. INSULATE TRAP & SUPPLY W/ TRUEBRO HANDI LAV-GUARD INSULATION KIT.
- 📖		SINGLE COMPARTMENT	STAINLESS STEEL	CHICAGO #527-317 FAUCET WITH AERATOR 4" WRIST BLADE WITH GN2A SPOUT	ISITOP AND ANNEALED	McGUIRE 8912 CHROME PLATED 1-1/2" CAST BRASS ADJUSTABLE P-TRAP WITH CLEANOUT		COORDINATE SIZE OF CABINETRY BEFORE ORDERING. JUST FAUCETS ARE NOT ACCEPTED AS AN EQUAL.

	MISCELLANEOUS FIXTURE SCHEDULE							
SYMBOL	MARK	FIXTURE	MANUFACTURER/MODEL #	NOTES	CA 2 V AND A STATE OF THE STATE			
7	BFP−1	BACKFLOW PREVENTER	SERIES 909QTS 1-1/2" BACKFLOW PREVENTER	INSTALL PER MANFACTURER'S RECOMMENDATIONS.	Charles - N. C. (1992) P. C. P. C. P. C. Communication Security S			





<u>CO</u> •---

<u>co</u> ⊪—

- SAN -

PLUMBING LEGEND

CAST IRON

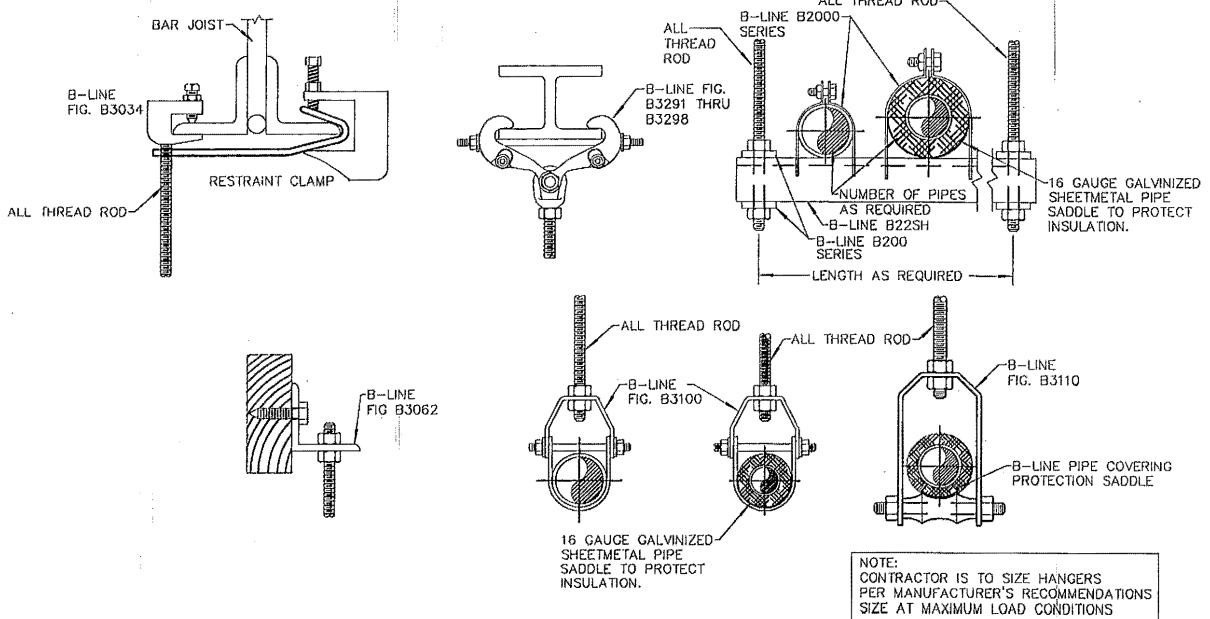
VITREOUS CLAY TILE

WALL HYDRANT

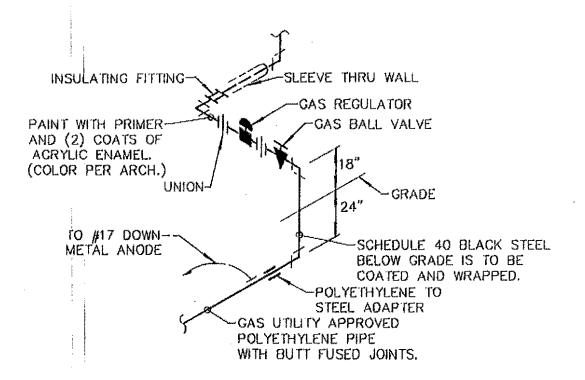
CLEANOUT (GRADE OR FLOOR)

CLEANOUT (WALL)

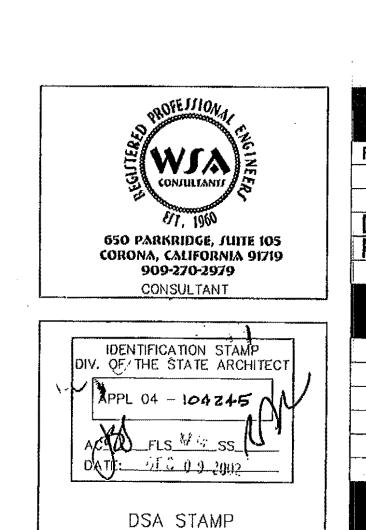
SANITARY SEWER

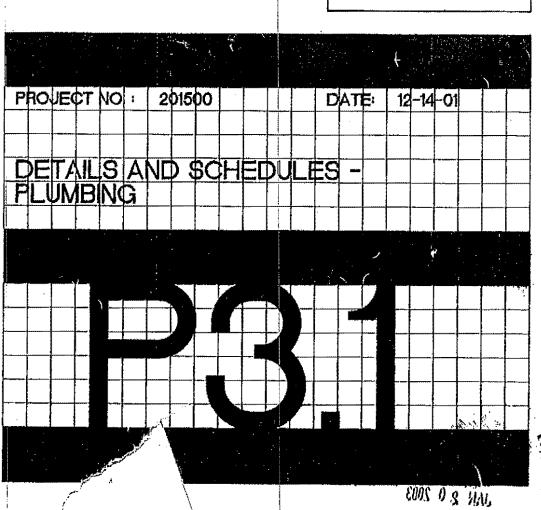


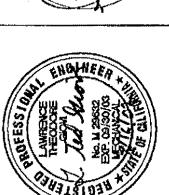
4 PIPE HANGER DETAIL
NO SCALE



5 GAS PIPING RISER DTL

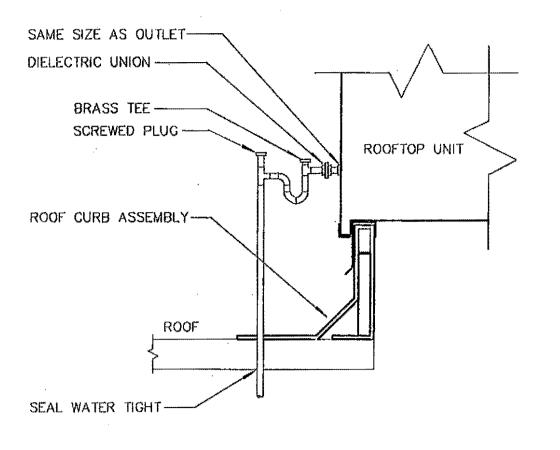








1 LAVATORY SUPPORT DETAIL



OCONDENSATE DRAIN DETAIL

Revise Drawings to show mechanical unit copper condensate line connecting to existing to remain copper condensate line. Existing condensate lines discharge into roof drains

MIXING VALVES

LEONARD

SYMMONS

<u>SINKS</u>

ELKAY

JUST

FAUCETS CHICAGO DELTA T&S

BRADLEY

SYMMONS (SCOT)

ZURN SMITH

WATER CLOSETS KOHLER AMERICAN STANDARD ELJER CRANE

SERVICE SINKS

STERN-WILLIAMS

BRADLEY

SYMBOL MARK

₩C-1

WC-2

LAVATORY SYSTEMS

KOHLER AMERICAN STANDARD ELJER CRANE KOHLER AMERICAN STANDARD

AMERICAN STANDARD CECO (CAST IRON LAVATORIES)

WOODFORD FLUSH VALVES DELANY

CAMPBELL WASHER BOX BRADLEY ACORN SMITH WADE

BRADLEY

SYMMONS CLEANOUTS WATER FILTERS SMITH WADE WASH BAS BRADLEY ACORN **GRUNDFOS** ARM STRONG

BELL GOSSET DRINKING FOUNTIAN HAWS

CIRCULATING PUMPS WALL HYDRANTS WOODFORD

KITCHEN TRENCH DRAINS DESIGNER'S CHOICE

WADE SMITH WADE

WADE WADE FLOOR SINKS OLSONITE BENEKE CENTOCO

BRASCRAFT COMMERCIAL SOLIDS INTERCEPTOR

STATE LOCHINVARE

PLUMBING BRASS

FLOOR DRAINS ZURN SMITH WADE TRENCH DRAINS SMITH WADE ACO

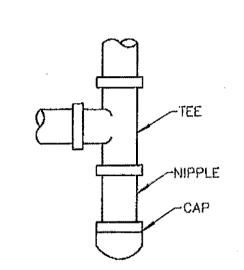
		WATER CLOS	BETS AND URINALS F	IXTURE SCHEDULE	
_		М	NOTES		
	WATER CLOSET/URINAL	FLUSH VALVE/SUPPLY	SEAT	CARRIER	NOTES
1	KOHLER K-4350 WELLCOMME	SLOAN REGAL 115-YK, 1.5 GPF	OPEN FRONT, LESS COVER WITH CONCEALED CHECK HINGE		BOLT CAPS WITH CLIPS
2	KOHLER K-4368 HIGHCLIFF (ACCEPTION HEIGHT)	SLOAN REGAL XL 111-YK, 115 GPF	OLSONITE 10-CC WHITE SOLID PLASTIC SEAT OPEN FRONT, LESS COVER WITH CONCEALED CHECK HINGE		COORDINATE VALVE HEIGHT WITH ASSESSIBLE GRAB BAR. BOLT CAPS WITH CLIPS
	KOHLER K-4960-T BARDON	SLOAN REGAL 186-1, 1 GPF		ZURN Z-1222-58 OR SMITH 637-Z	
	KOHLER K-4960-T BARDON (ACCESSIBLE HEIGHT)	SLOAN REGAL XL 186-1, 1 GPF		ZURN Z-1222-58 OR SMITH 637-Z	

LAVATORIES, SINKS AND FOUNTAINS FIXTURE SCHEDULE								
SYMBOL	MARK	FIXTURE			MANUFACTURER/MODEL #			NOTES
JUNEOU	WICHNIN	TIXIVIL	LAVATORY/SINK	FAUCET & DRAIN	SUPPLY	TRAP	CARRIER	NOTES
	L-1	WALL HUNG LAVATORY	ZU A TO ACIU RESISTING	BRADLEY 90-75 METERING FAUCET KOHLER K-7715 DRAIN WITH PERFORATED GRATE	Joyle 433 Sate and Sate As Asset Sate and Control of the Control o	McGUIRE 8872 CHROME PLATE 1-1/4" CAST BRASS ADJUSTA P-TRAP WITH CLEANOUT		MOUNT CARRIER SECURELY TO FLOOR, BOLT CARRIER TO LAVATORY.
	L-2	ASC65#1846 WALL HUNG LAVATORY	20 A TO AGD RESISTING	BRADLEY 90-75 METERING FAUCET KOHLER K-7715 DRAIN WITH PERFORATED GRATE	PLATED SUPPLY WITH	McGUIRE 8872 CHROME PLATEI 1-1/4" CAST BRASS ADJUSTAI P-TRAP WITH CLEANOUT; TURN TRAP FLAT AGAINST BACK WAI	BLE SMITH 700-Z-M31 CONCEALED ARM CARRIER	MOUNT CARRIER SECURELY TO FLOOR, BOLT CARRIER TO LAVATORY. INSULATE TRAP & SUPPLY W/ TRUEBRO HANDI LAV-GUARD INSULATION KIT.
	S-1	SINGLE COMPARTMENT SINK	ELKAY LR-1720, SIZE 17"X20" 18 GUAGE TYPE 302 STAINLESS STEEL	CHICAGO #527-317 FAUCET WITH AERATOR 4" WRIST BLADE WITH GN2A SPOUT	MEGUIRE 2165 LK CHROME PLATED SUPPLY WITH STOP AND ANNEALED VERTICAL TUBE	McGUIRE 8912 CHROME PLATED 1-1/2" CAST BRASS ADJUSTAD P-TRAP WITH CLEANOUT		COORDINATE SIZE OF CABINETRY BEFORE ORDERING. JUST FAUCETS ARE NOT ACCEPTED AS AN EQUAL.

	MISCELLANE OUS FIXTURE SCHEDULE						
SYMBOL	MARK	FIXTURE		MANUFACTURER/MODEL #		NOTES	
7	BFP-1	BACKFLOW PREVENTER	SERIES 909QTS 1-1/2" BACKFL	OW PREVENTER		INSTALL PER MANFACTURER'S RECOMMENDATIONS.	

MINIMUM SIZES OF PIPING AND CONNECTION SCHEDULE

FIXTURE	COLD WATER	HOT WATER	WASTE	VENT
WATER CLOSET			:	
-FLUSH VALVE	1-1/4"	4h	4"	2"
-FLUSH TANK	1/2"	addissA-veecock	4"	2"
URINAL.	3/4"		4"	2"
LAVATORY	1/2"	1/2"	2"	1-1/2"
SINK	1/2"	1/2"	2"	1-1/2"
SHOWER	1/2"	1/2"	2"	2"
SERVICE SINK	3/4"	3/4"	3"	1-1/2"
MOP SINK BASIN	3/4"	3/4"	3"	1-1/2"
DRINKING FOUNTAIN	3/8"		2"	1-1/2"
HOSE BIBB	1/2"			***************************************
WALL HYDRANT	3/4"	***************************************		
YARD HYDRANT	3/4"		A CONTRACT OF THE PARTY OF THE	
NOTE: ALL ITEMS SHOWN ON T NOT NECESSARILY ON T		E.		



S # OCA

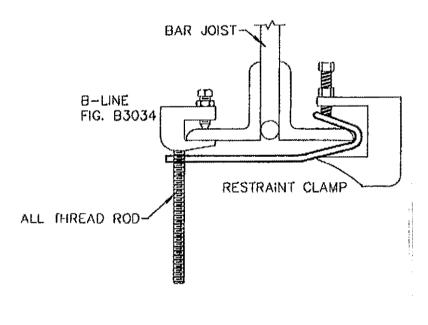
ITEM # 1

3 GAS SEDIMENT TRAP DETAIL

<u>co</u> •	CLEANOUT (GRADE OR FLOOR)	CI	CAST IRON
<u>co</u> II—	CLEANOUT (WALL)	VCT	VITREOUS CLAY TILE
— ŚAN —	SANITARY SEWER	WH	WALL HYDRANT
— ARD —	ACID RESISTANT DRAIN	YH	YARD HYDRANT
SO	STORM DRAIN	НВ	HOSE BIBB
RAGADA MARIA PARA PARA PARA PARA PARA PARA PARA	COLD WATER LINE	<i>4</i> 00	FLOOR MOUNTED WATER CLOSE
	HOT WATER LINE - DOMESTIC		WALL MOUNTED WATER CLOSET
ammanan tun ak est esse	HOT WATER RETURN LINE - DOMESTIC		TANK TYPE FLOOR MOUNTED WATER CLOSET
TW	TEMPERED WATER LINE		WALL MOUNTED LAVATORY
— TWR —	TEMPERED WATER RETURN LINE	0	COUNTERTOP LAVATORY
G	GAS LINE		BALL VALVE
ST	STEAM LINE	- M -	GLOBE VALVE
SC	STEAM CONDENSATE LINE	->4-	GATE VALVE
— снs —	CHILLED WATER SUPPLY		CONTROL VALVE
- CHR -	CHILLED WATER RETURN	-1001	GAS BALL VALVE
— HWS —	HEATING WATER SUPPLY		CHECK VALVE
— HWR —	HEATING WATER RETURN	1	SLEEVE
co	CONDENSATE DRAIN LINE		VENT LINE
A	AIR PIPING		UNION
RD	ROOF DRAIN	1	STRAINER
OFD	OVER FLOW DRAIN	VTR	VENT THRU ROOF
	REFRIGERANT LIQUID	AFF	ABOVE FINISHED FLOOR
—-RS	REFRIGERANT SUCTION	9	CONNECT TO EXISTING
X	DEMOLITION (TO BE REMOVED)		FIRE LINE

SHEETMETAL PIPE SADDLE TO PROTECT INSULATION.

B-LINE 82000-



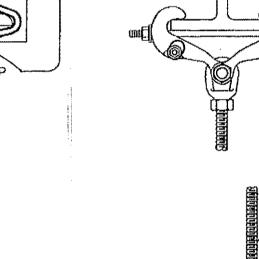
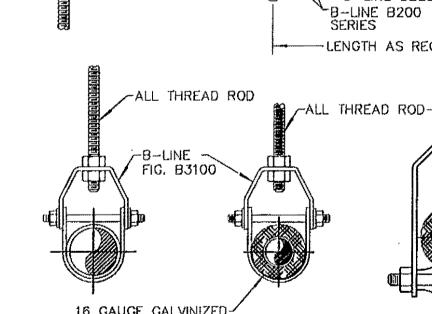


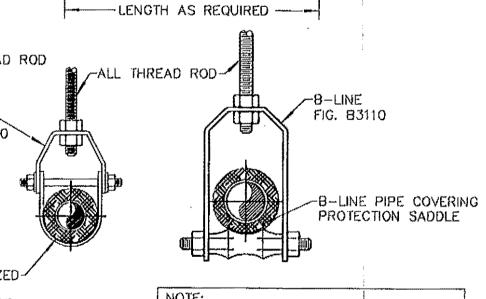
FIG B3062



ALL—— THREAD ROD

/-B-LINE FIG. B3291 THRU B3298

16 GAUGE GALVINIZED-SHEETMETAL PIPE SADDLE TO PROTECT INSULATION.

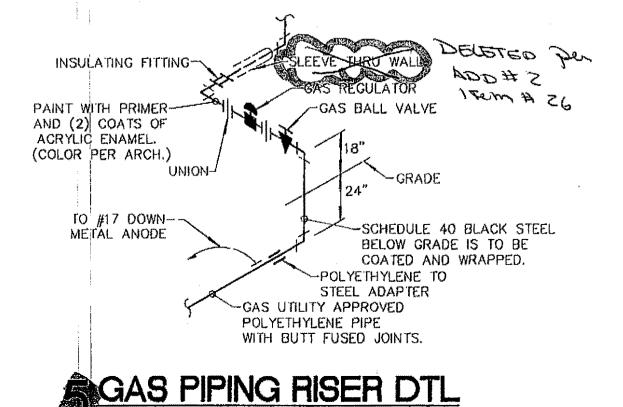


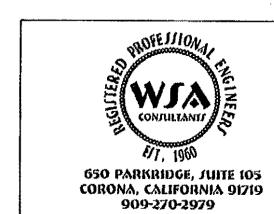
CONTRACTOR IS TO SIZE HANGERS

PER MANUFACTURER'S RECOMMENDATIONS SIZE AT MAXIMUM LOAD CONDITIONS

►8-LINE B22SH

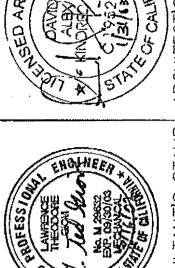
4 PIPE HANGER DETAIL NO SCALE





APPL 04 - 104245

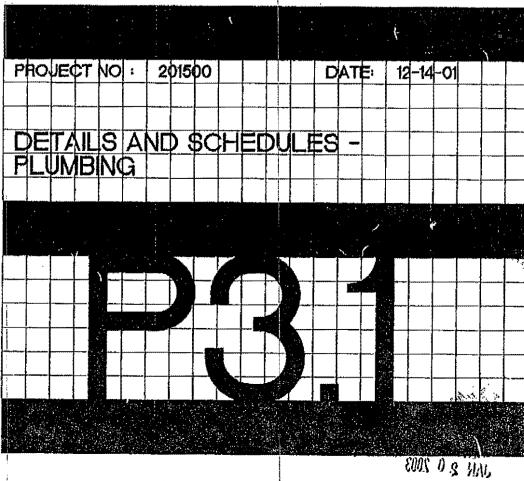
IDENTIFICATION STAMP DIV. OF THE STATE ARCHITECT DSA STAMP

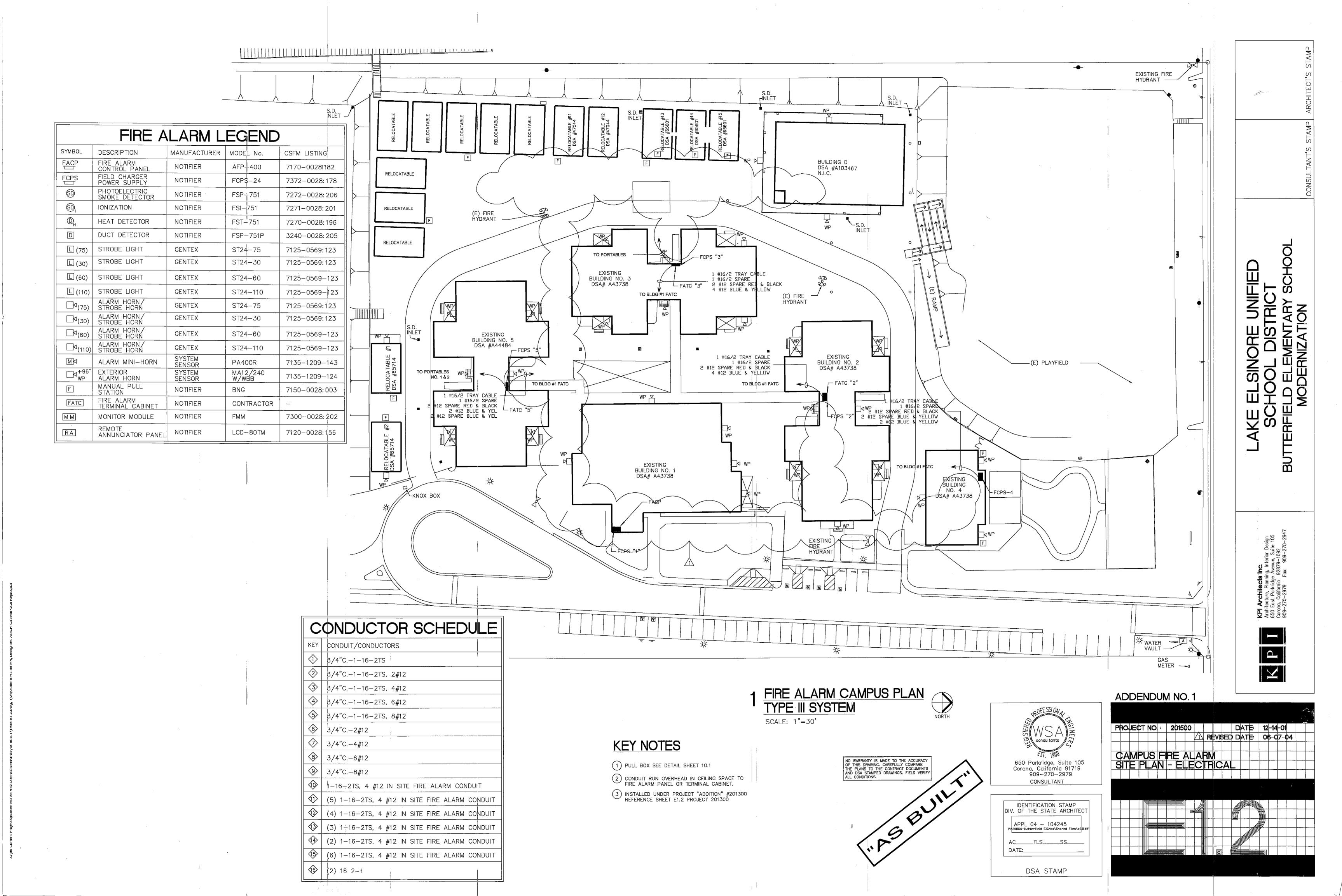


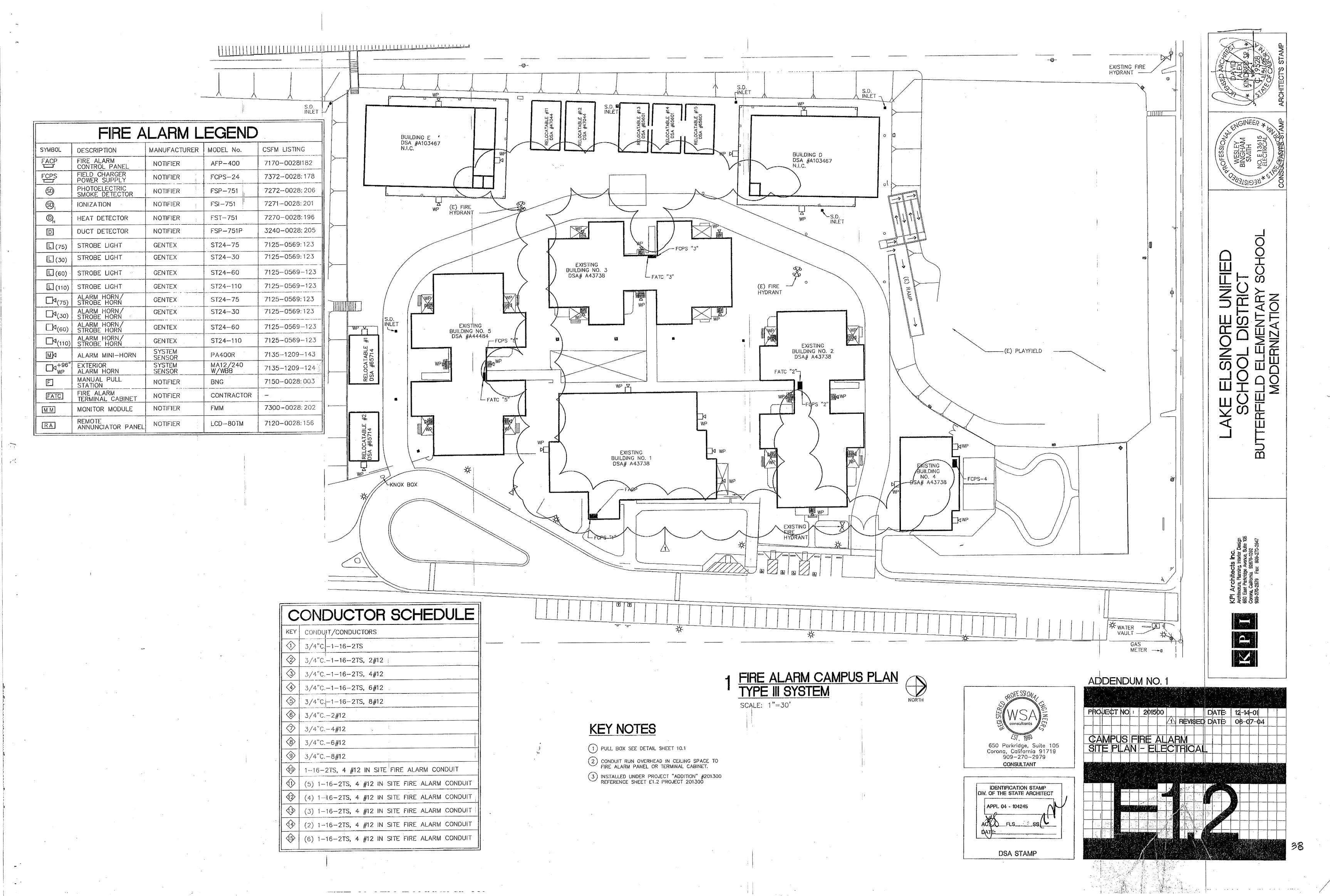


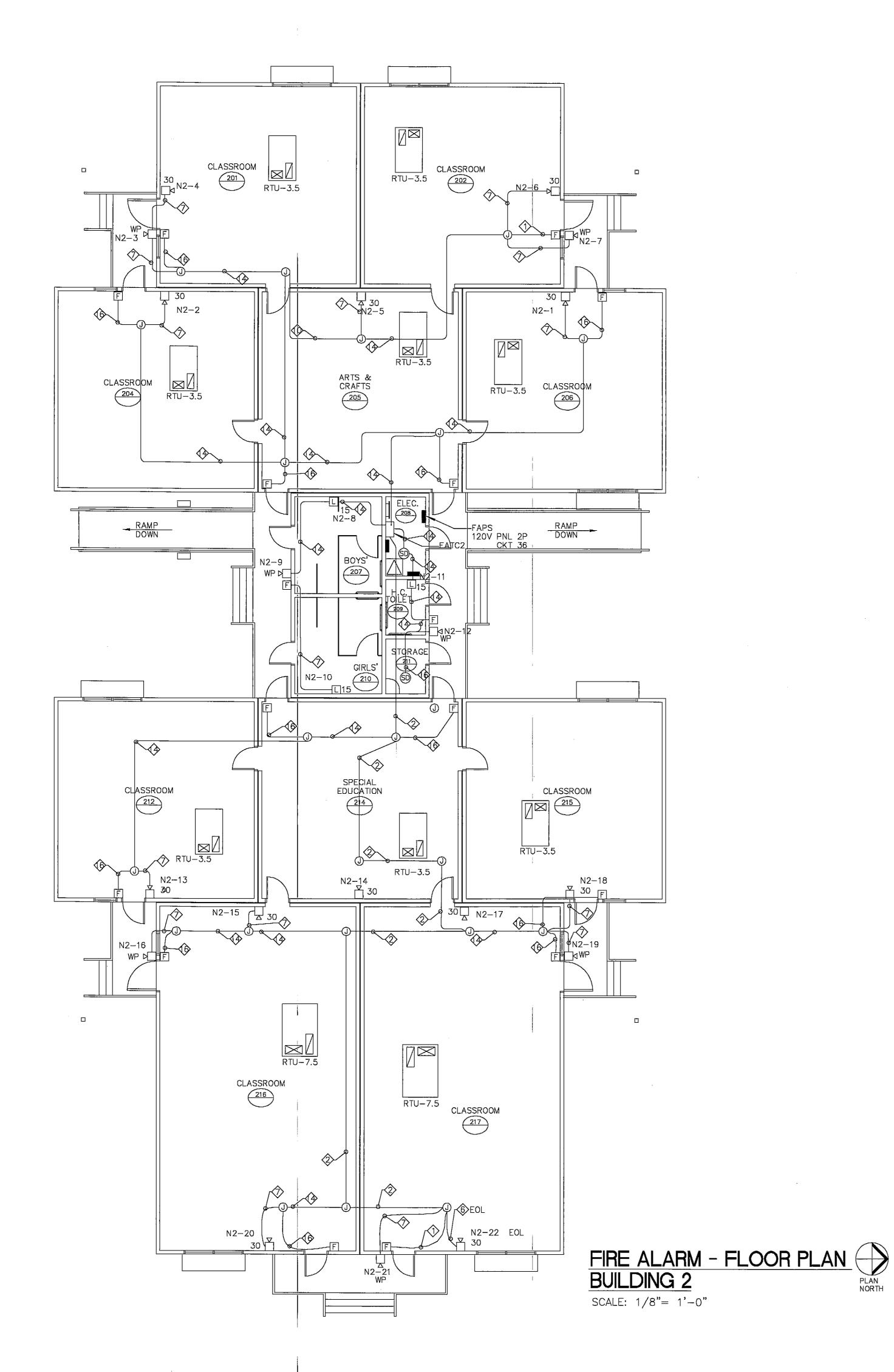
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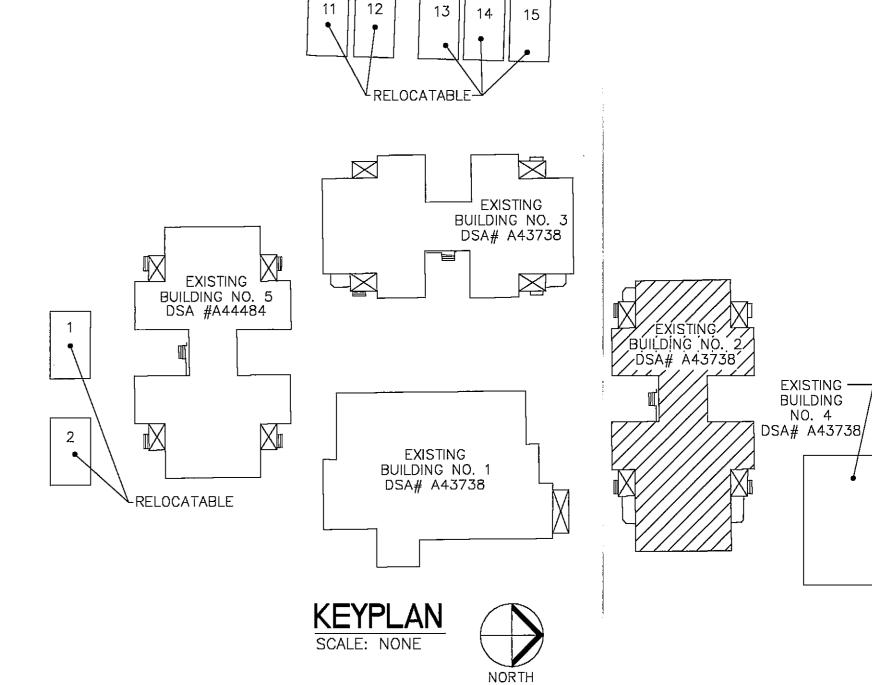


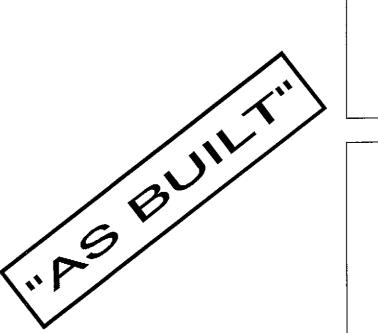




	FIRE A	LARM L	EGEND	
SYMBOL	DESCRIPTION	MANUFACTURER	MODEL No.	CSFM LISTING
FACP	FIRE ALARM CONTROL PANEL	NOTIFIER	AFP-400	7170-0028 182
FCPS	FIELD CHARGER POWER SUPPLY	NOTIFIER	FCPS-24	7372-0028:178
(51)	PHOTOELECTRIC SMOKE DETECTOR	NOTIFIER	FSP-751	7272-0028: 206
(SD ₁	IONIZATION	NOTIFIER	FSI-751	7271-0028: 201
(D _H	HEAT DETECTOR	NOTIFIER	FST-751	7270-0028:196
D	DUCT DETECTOR	NOTIFIER	FSP-751P	3240-0028: 205
L (75)	STROBE LIGHT	GENTEX	ST24-75	7125-0569:123
[] (30)	STROBE LIGHT	GENTEX	ST24-30	7125-0569:123
L (60)	STROBE LIGHT	GENTEX	ST24-60	7125-0569-123
L (110)	STROBE LIGHT	GENTEX	ST24-110	7125-0569-123
□ <a>(75)	ALARM HORN/ STROBE HORN	GENTEX	ST24-75	7125-0569:123
□ ₄₍₃₀₎	ALARM HORN/ STROBE HORN	GENTEX	ST24-30	7125-0569:123
□ <a>(60)	ALARM HORN/ STROBE HORN	GENTEX	ST24-60	7125-0569-123
□ ⁰ (110)	ALARM HORN/ STROBE HORN	GENTEX	ST24-110	7125-0569-123
M	ALARM MINI-HORN	SYSTEM SENSOR	PA400R	7135-1209-143
□4 ⁺⁹⁶ ″	EXTERIOR ALARM HORN	SYSTEM SENSOR	MA12/240 W/WBB	7135-1209-124
Ē	MANUAL PULL STATION	NOTIFIER	BNG	7150-0028: 003
FATC	FIRE ALARM TERMINAL CABINET	NOTIFIER	CONTRACTOR	_
ММ	MONITOR MODULE	NOTIFIER	FMM	7300-0028: 202
RA	REMOTE ANNUNCIATOR PANEL	NOTIFIER	LCD-80TM	7120-0028:156

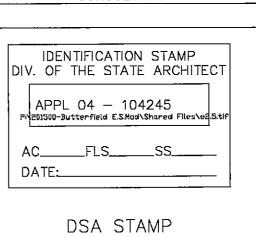
	1	
		CONDUCTOR SCHEDULE
		KEY CONDUIT/CONDUCTORS
		② 3/4"C1-16-2TS, 2#12
		③ 3/4"C1-16-2TS, 4#12
		\$\ 3/4"C1-16-2TS, 8#12
		1-16-2TS, 4 #12 IN SITE FIRE ALARM CONDUIT
		(5) 1-16-2TS, 4 #12 IN SITE FIRE ALARM CONDUIT
		(4) 1-16-2TS, 4 #12 IN SITE FIRE ALARM CONDUIT
		(3) 1-16-2TS, 4 #12 IN SITE FIRE ALARM CONDUIT
i		(2) 1-16-2TS, 4 #12 IN SITE FIRE ALARM CONDUIT
		(6) 1-16-2TS, 4 #12 IN SITE FIRE ALARM CONDUIT
.		ⓑ (2) 16 2−t
- 11	l	





NO WARRANTY IS MADE TO THE ACCURACY OF THIS DRAWING. CAREFULLY COMPARE THE PLANS TO THE CONTRACT DOCUMENTS AND DSA STAMPED DRAWINGS. FIELD VERIFY ALL CONDITIONS.

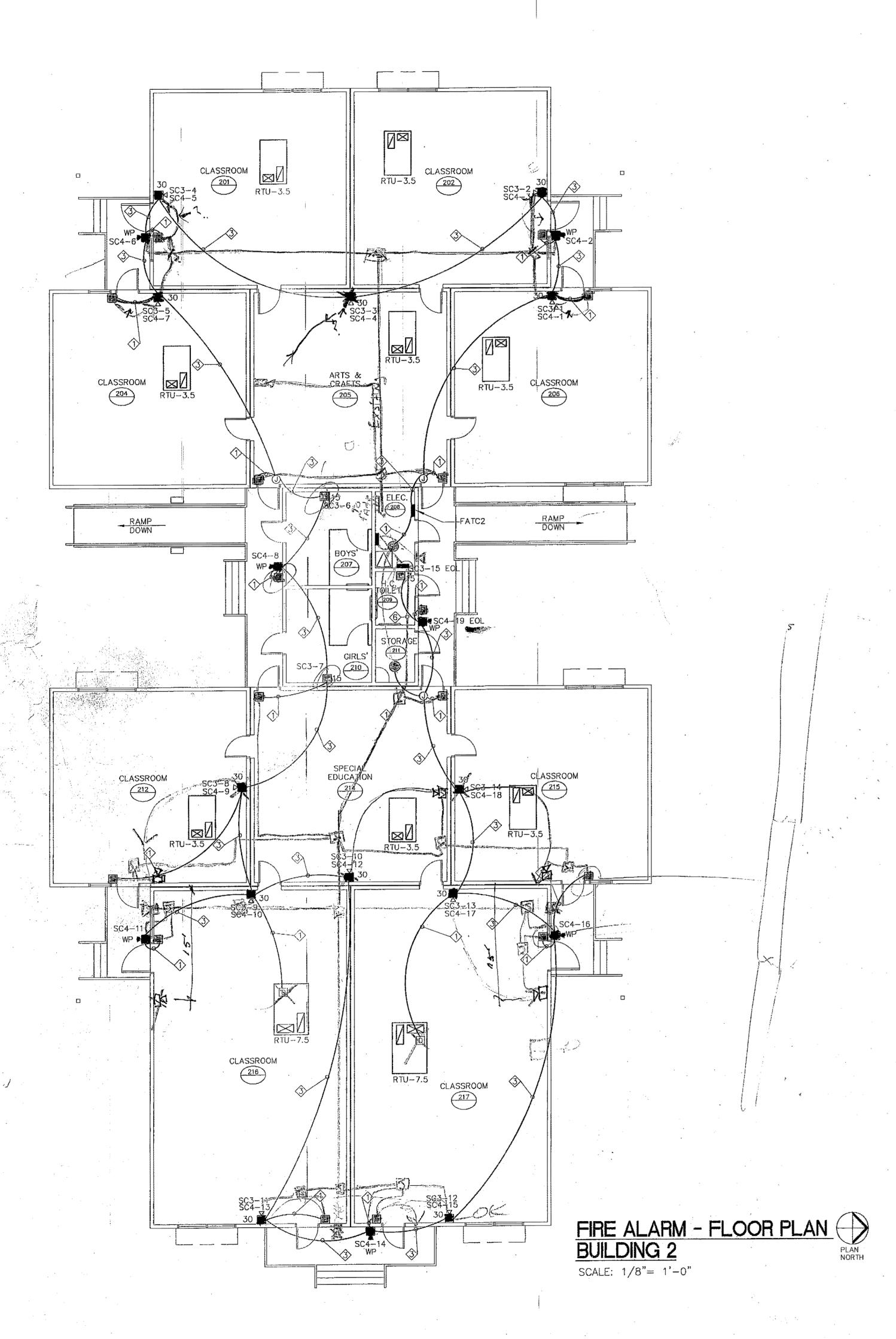






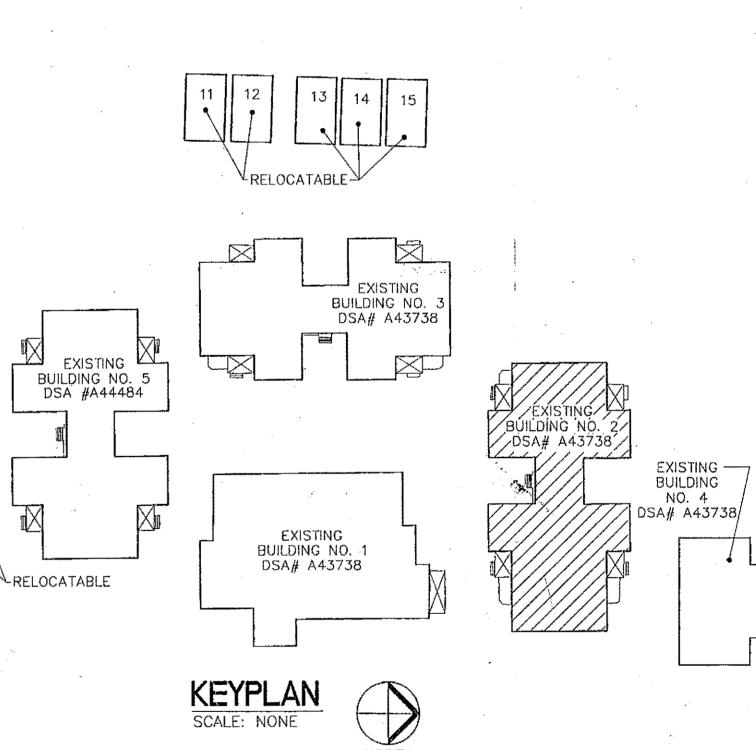
ELSINORE UNIFIED HOOL DISTRICT

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formation of the second		FIRE A	LARM L	EGEND	·
	SYMBOL	DESCRIPTION	MANUFACTURER	MODEL No.	CSFM LISTING
	FACP	FIRE ALARM CONTROL PANEL	NOTIFIER	AFP-400	7170-0028 182
	FCPS	FIELD CHARGER POWER SUPPLY	NOTIFIER	FCPS-24	7372-0028:178
2	®	PHOTOELECTRIC SMOKE DETECTOR	NOTIFIER	FSP-751	7272-0028: 206
	(D)	IONIZATION	NOTIFIER	FSI-751	7271-0028: 201
	O _H	HEAT DETECTOR	NOTIFIER	FST-751	7270-0028: 196
	D	DUCT DETECTOR	NOTIFIER	FSP-751P	3240-0028: 205
3	圖係	STROBE LIGHT	GENTEX	ST24- 75	_7125=0569 ;123
	L (30)	STROBE LIGHT	GENTEX	ST24-30	7125-0569:123
	L (60)	STROBE LIGHT	GENTEX	ST24-60	7125-0569-123
	L (110)	STROBE LIGHT	GENTEX .	ST24-110	7125-0569-123
,	[] ₄₍₇₅₎	ALARM HORN/ STROBE HORN	GENTEX	ST24-75	7125-0569:123
12	(30)	ALARM HORN/ STROBE HORN	GENTEX	ST24-30	7125-0569:123
	□ ₄₍₆₀₎	ALARM HORN/ STROBE HORN	GENTEX	ST24-60	7125-0569-123
	(110)	ALARM HORN/ STROBE HORN	GENTEX .	ST24-110	7125-0569-123
	Md	ALARM MINI-HORN	SYSTEM SENSOR	PA400R	7135-1209-143
7	#+96" WP	EXTERIOR ALARM HORN	SYSTEM - SENSOR	MA12/240 W/WBB	7135-1209-124
16	<u>a</u>	MANUAL PULL STATION	NOTIFIER	BNG	7150-0028: 003
	FATC	FIRE ALARM TERMINAL CABINET	NOTIFIER	CONTRACTOR	
	MM	MONITOR MODULE	NOTIFIER	FMM	7300-0028: 202
	RIA	REMOTE ANNUNCIATOR PANEL	NOTIFIER	LCD-80TM	7120-0028:156

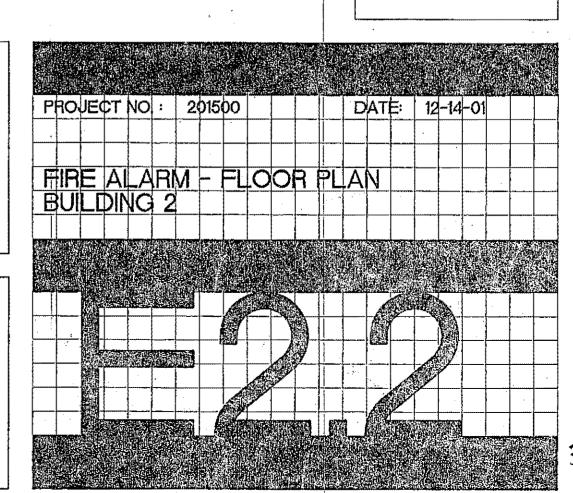
C	ONDUCTOR SCHEDULE
KEY	CONDUIT/CONDUCTORS
\Diamond	3/4"C1-16-2TS
②	3/4"C1-16-2TS, 2#12
3>	3/4"C1-16-2TS, 4#12
4>	3/4"C1-16-2TS, 6#12
\$	3/4"C1-16-2TS, 8#12
6 >	3/4"C:-2#12
♦	3/4"C4#12
⟨₿⟩	3/4"C6#12
<u></u>	3/4"C8#12
₫ŷ	1-16-2TS, 4 #12 IN SITE FIRE ALARM CONDUIT
€	(5) 1-16-2TS, 4 #12 IN SITE FIRE ALARM CONDUIT
12	(4) 1-16-2TS, 4 #12 IN SITE FIRE ALARM CONDUIT
13>	(3) 1-16-2TS, 4 #12 IN SITE FIRE ALARM CONDUIT
14	(2) 1-16-2TS, 4 #12 IN SITE FIRE ALARM CONDUIT
€	(6) 1-16-2TS, 4 #12 IN SITE FIRE ALARM CONDUIT

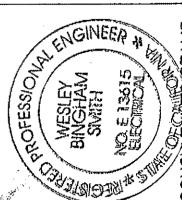


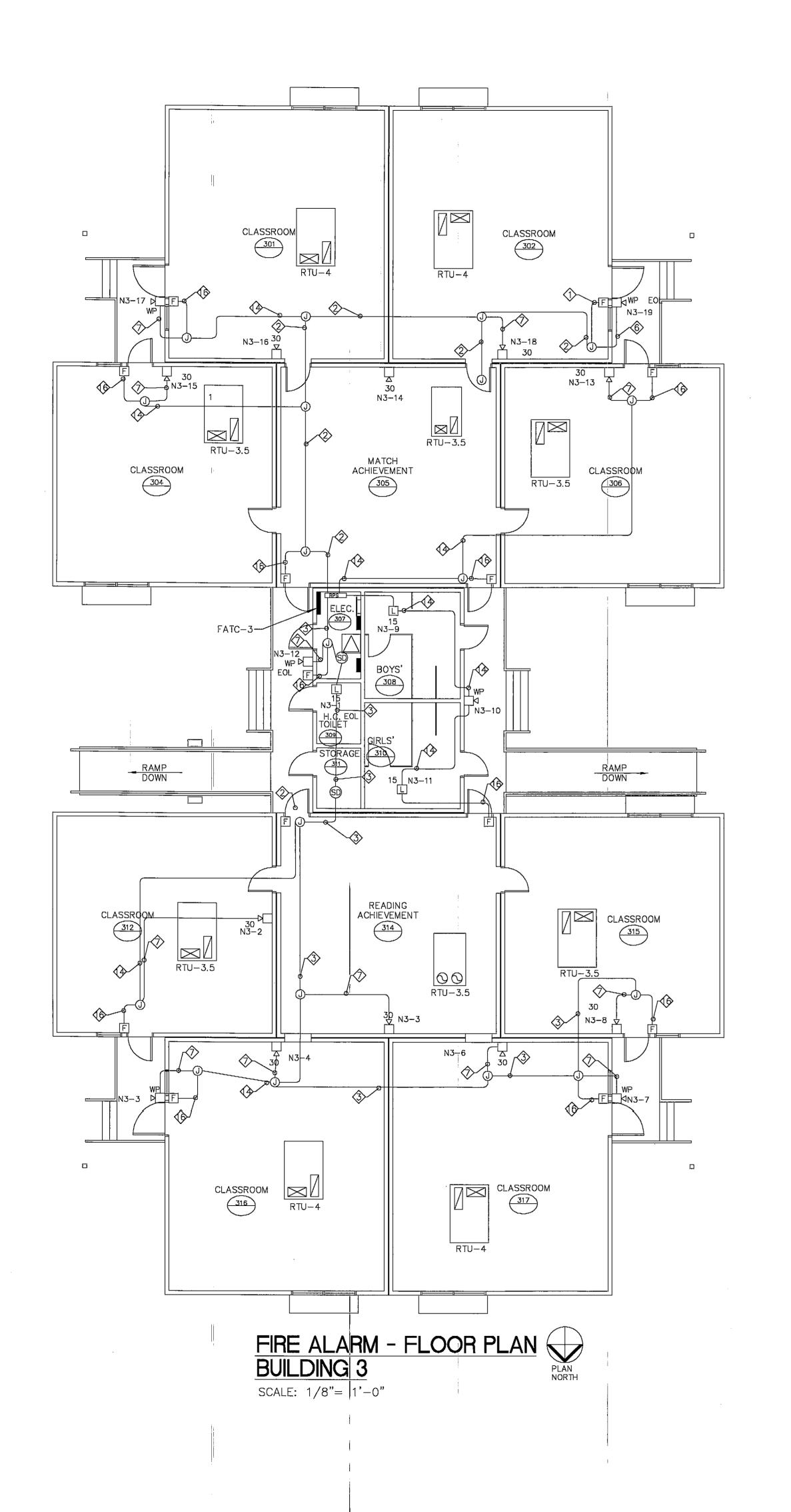
650 Parkridge, Sulte 105 Corona, California 91719 909—270—2979 CONSULTANT

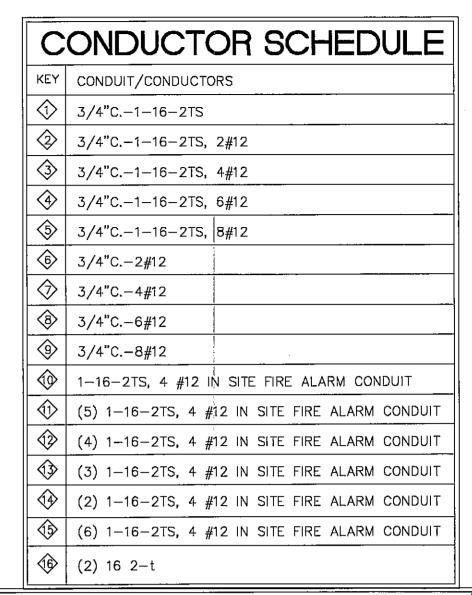
IDENTIFICATION STAMP DIV, OF THE STATE ARCHITECT

DSA STAMP









	FIRE ALARM LEGEND							
SYMBOL	DESCRIPTION	MANUFACTURER	MODEL No.	CSFM LISTING				
FACP	FIRE ALARM CONTROL PANEL	NOTIFIER	AFP-400	7170-0028 182				
FCPS	FIELD CHARGER POWER SUPPLY	NOTIFIER	FCPS-24	7372-0028:178				
(SD)	PHOTOELECTRIC SMOKE DETECTOR	NOTIFIER	FSP-751	7272-0028: 206				
(SD)	IONIZATION	NOTIFIER	FSI-751	7271-0028: 201				
© _н	HEAT DETECTOR	NOTIFIER	FST-751	7270-0028:196				
D	DUCT DETECTOR	NOTIFIER	FSP-751P	3240-0028: 205				
□ (75)	STROBE LIGHT	GENTEX	ST24-75	7125-0569:123				
L (30)	STROBE LIGHT	GENTEX	ST24-30	7125-0569:123				
L (60)	STROBE LIGHT	GENTEX	ST24-60	7125-0569-123				
L (110)	STROBE LIGHT	GENTEX	ST24-110	7125-0569-123				
□¤ ₍₇₅₎	ALARM HORN/ STROBE HORN	GENTEX	ST24-75	7125-0569:123				
□¤ ₍₃₀₎	ALARM HORN/ STROBE HORN	GENTEX	ST24-30	7125-0569:123				
□ <i60)< td=""><td>ALARM HORN/ STROBE HORN</td><td>GENTEX</td><td>ST24-60</td><td>7125-0569-123</td></i60)<>	ALARM HORN/ STROBE HORN	GENTEX	ST24-60	7125-0569-123				
□¤ ₍₁₁₀₎	ALARM HORN/ STROBE HORN	GENTEX	ST24-110	7125-0569-123				
MQ	ALARM MINI-HORN	SYSTEM SENSOR	PA400R	7135-1209-143				
□4 ⁺⁹⁶ ″	EXTERIOR ALARM HORN	SYSTEM SENSOR	MA12/240 W/WBB	7135-1209-124				
F	MANUAL PULL STATION	NOTIFIER	BNG	7150-0028: 003				
FATC	FIRE ALARM TERMINAL CABINET	NOTIFIER	CONTRACTOR					
ММ	MONITOR MODULE	NOTIFIER	FMM	7300-0028: 202				
RA	REMOTE ANNUNCIATOR PANEL	NOTIFIER	LCD-80TM	7120-0028:156				

NO WARRANTY IS MADE TO THE ACCURACY OF THIS DRAWING. CAREFULLY COMPARE THE PLANS TO THE CONTRACT DOCUMENTS AND DSA STAMPED DRAWINGS. FIELD VERIFY ALL CONDITIONS.

EXISTING BUILDING NO. 5
DSA #A44484

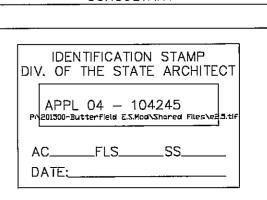
√ RELOCATABLE

EXISTING BUILDING NO. 1 DSA# A43738

KEYPLAN SCALE: NONE

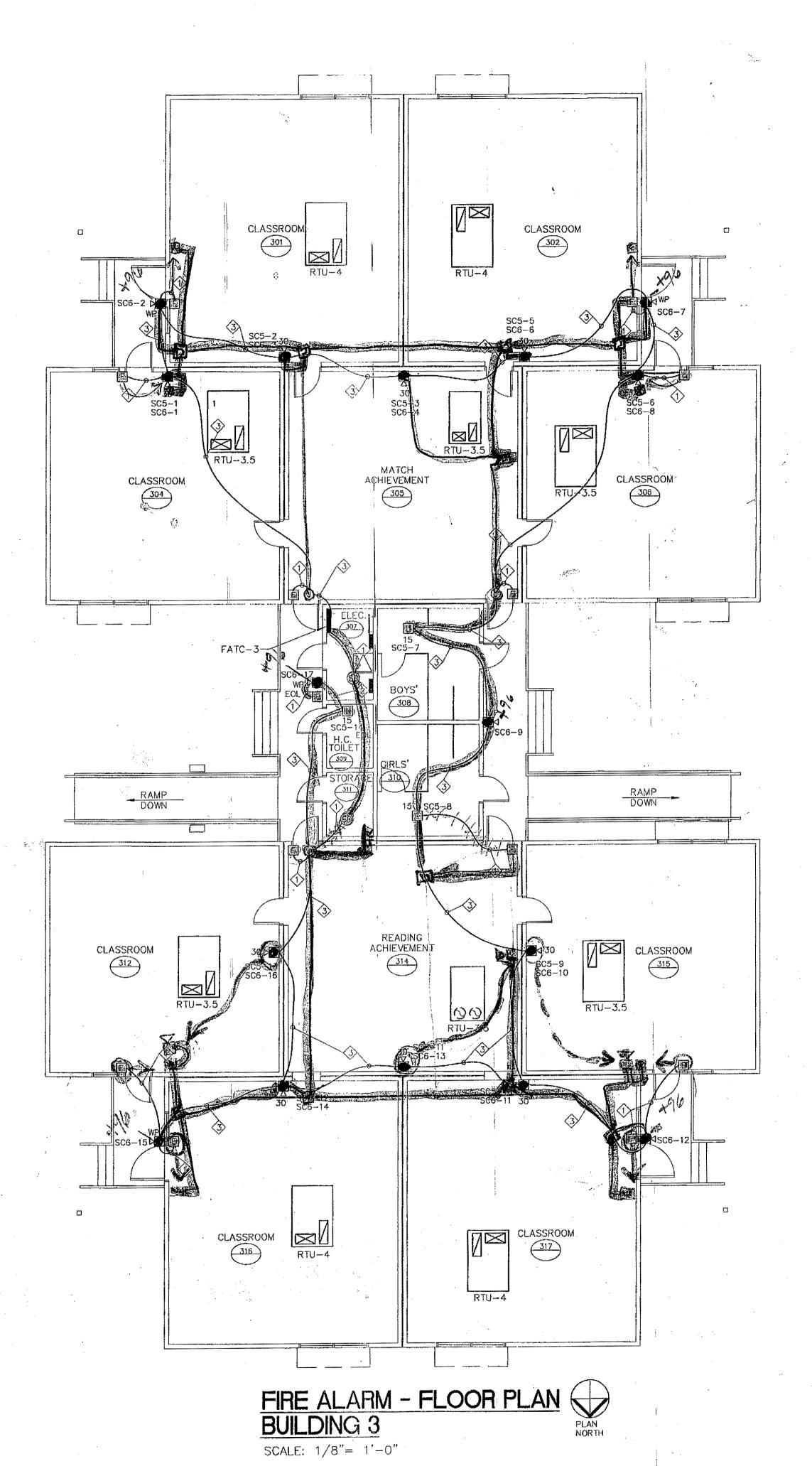


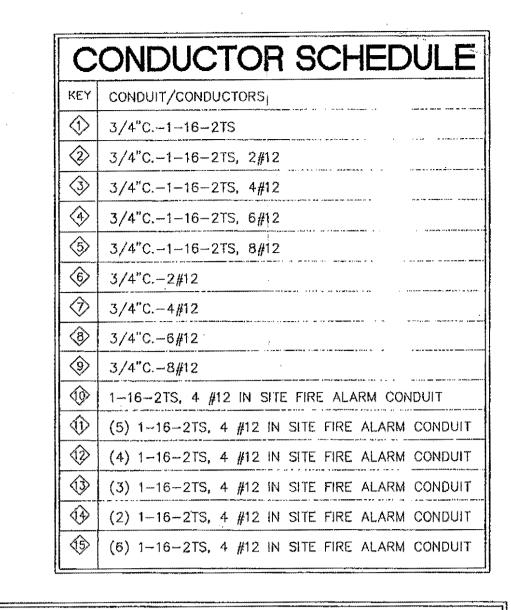
EXISTING
BUILDING NO. 2
DSA# A43738





DSA STAMP

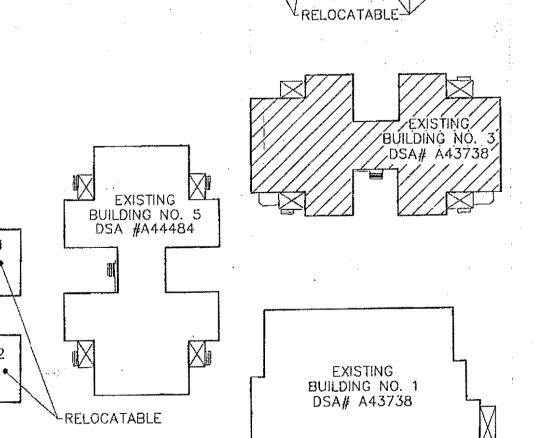




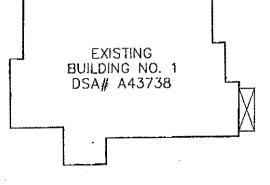
FIRE ALARM LEGEND							
SYMBOL	DESCRIPTION	MANUFACTURER	MODEL No.	CSFM LISTING			
FACP	FIRE ALARM CONTROL PANEL	NOTIFIER	AFP-400	7170-00281182			
FCPS	FIELD CHARGER POWER SUPPLY	NOTIFIER	FCPS-24	7372-0028:178			
60	PHOTOELECTRIC SMOKE DETECTOR	NOTIFIER	FSP-751	7272-0028: 206			
60,	IONIZATION	NOTIFIER	FSI-751	7271-0028: 201			
O _H	HEAT DETECTOR	NOTIFIER	F\$T-751	7270-0028: 196			
[D]	DUCT DETECTOR	NOTIFIER	F\$P-751P	3240-0028: 205			
[](75)	STROBE LIGHT	GENTEX	ST24-75	7125-0569:123			
匚(30)	STROBE LIGHT	GENTEX \	ST24-30	7125-0569: 123			
(60)	STROBE LIGHT	GENTEX	ST24-60	7125-0569-123			
□ (110)	STROBE LIGHT	GENTEX	ST24-110	7125-0569-123			
□ <a>(75)	ALARM HORN/ STROBE HORN	GENTEX	ST24-75	7125-0569:123			
□ ^[4] (30)	ALARM HORN/ STROBE HORN	GENTEX	ST24-30	7125-0569:123			
□4(60)	ALARM HORN/ STROBE HORN	GENTEX	ST24-60	7125-0569-123			
□ <a>(110)	ALARM HORN/ STROBE HORN	- GENTEX	ST24110	7125-0569-123			
MM	ALARM MINI-HORN	SYSTEM SENSOR	PA400R	7135–1209–143			
. □4 ^{Wb} +3e,	EXTERIOR ALARM HORN	SYSTEM SENSOR	MA12/240 W/WEB	7135-1209-124			
E	MANUAL PULL STATION	NOTIFIER	BNG	7150-0028: 003			
FATC	FIRE ALARM TERMINAL CABINET	NOTIFIER	CONTRACTOR				
MM	MONITOR MODULE	NOTIFIER	FMM	7300-0028: 202			
[RA]	REMOTE ANNUNCIATOR PANEL	NOTIFIER '	LCD-80TM	7120-0028:156			

#1 DENA

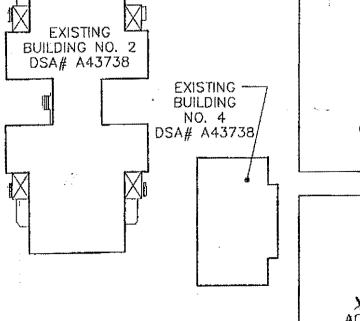


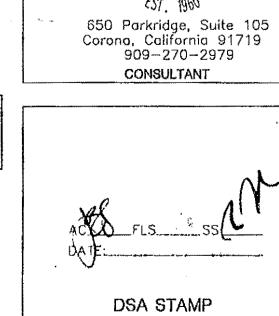


KEYPLAN SCALE: NONE



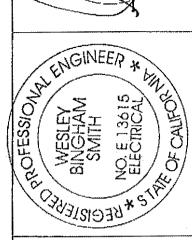


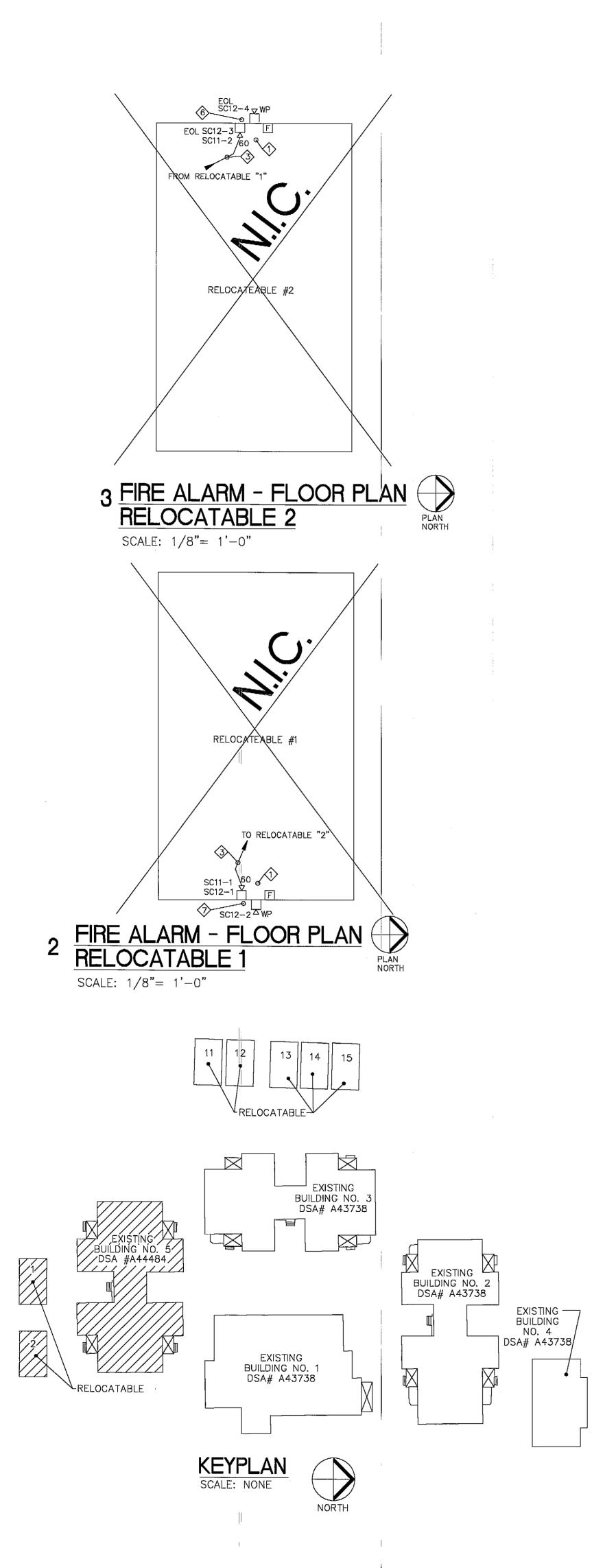


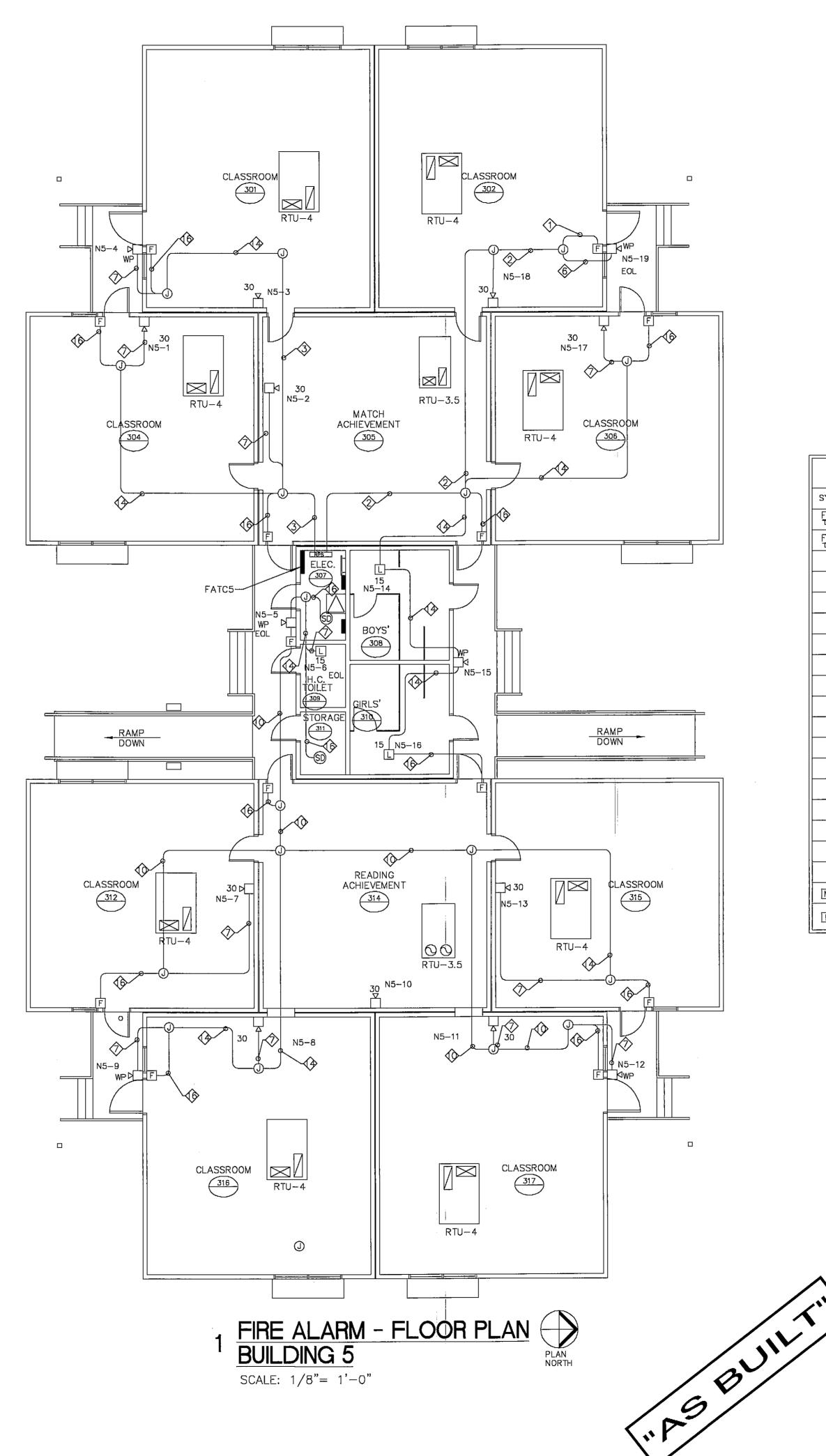










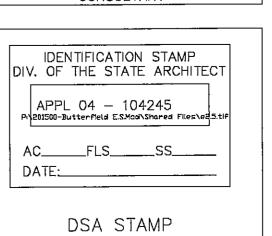


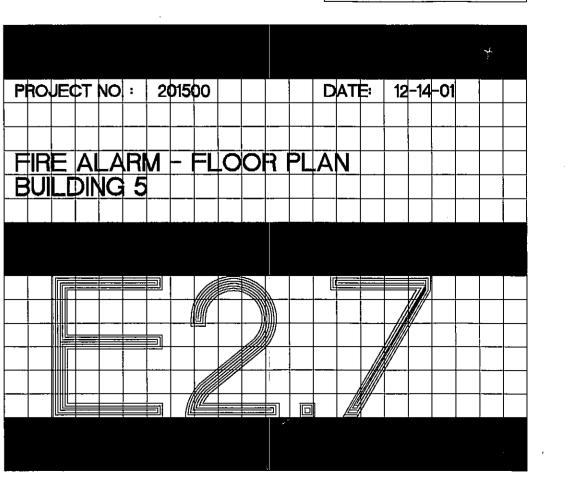
C	ONDUCTOR SCHEDULE
KEY	CONDUIT/CONDUCTORS
(3/4"C1-16-2TS
②	3/4°C1-16-2TS, 2#12
3>	3/4"C1-16-2TS, 4#12
4>	3/4°C1-16-2TS, 6#12
\$	3/4°C1-16-2TS, 8#12
6	3/4"C2#12
\Diamond	3/4"C4#12
⊗	3/4"C6#12
③	3/4"C8#12
�	1-16-2TS, 4 #12 IN SITE FIRE ALARM CONDUIT
�	(5) 1-16-2TS, 4 #12 IN SITE FIRE ALARM CONDUIT
€	(4) 1-16-2TS, 4 #12 IN SITE FIRE ALARM CONDUIT
₫>	(3) 1-16-2TS, 4 #12 IN SITE FIRE ALARM CONDUIT
�	(2) 1-16-2TS, 4 #12 IN SITE FIRE ALARM CONDUIT
₫\$	(6) 1-16-2TS, 4 #12 IN SITE FIRE ALARM CONDUIT
16	(2) 16 2-t

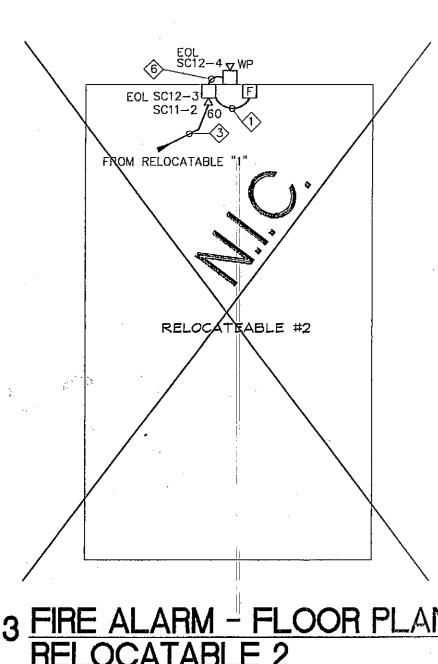
	FIRE ALARM LEGEND							
SYMBOL	DESCRIPTION	MANUFACTURER	MODEL No.	CSFM LISTING				
FACP	FIRE ALARM CONTROL PANEL	NOTIFIER	AFP-400	7170-0028 182				
FCPS	FIELD CHARGER POWER SUPPLY	NOTIFIER	FCPS-24	7372-0028:178				
(SD)	PHOTOELECTRIC SMOKE DETECTOR	NOTIFIER	FSP-751	7272-0028: 206				
(SD)	IONIZATION	NOTIFIER	FSI-751	7271-0028: 201				
© _H	HEAT DETECTOR	NOTIFIER	FST-751	7270-0028:196				
D	DUCT DETECTOR	NOTIFIER	FSP-751P	3240-0028: 205				
L (75)	STROBE LIGHT	GENTEX	ST24-75	7125-0569:123				
L (30)	STROBE LIGHT	GENTEX	ST24-30	7125-0569:123				
L (60)	STROBE LIGHT	GENTEX	ST24-60	7125-0569-123				
L (110)	STROBE LIGHT	GENTEX	ST24-110	7125-0569-123				
□ ₄₍₇₅₎	ALARM HORN/ STROBE HORN	GENTEX	ST24-75	7125-0569:123				
□\(\(\sigma_{(30)}\)	ALARM HORN/ STROBE HORN	GENTEX	ST24-30	7125-0569: 123				
□¤ ₍₆₀₎	ALARM HORN/ STROBE HORN	GENTEX	ST24-60	7125-0569-123				
□¤ ₍₁₁₀₎	ALARM HORN/ STROBE HORN	GENTEX	ST24-110	7125-0569-123				
M	ALARM MINI-HORN	SYSTEM SENSOR	PA400R	7135-1209-143				
□4 ⁺⁹⁶ "	EXTERIOR ALARM HORN	SYSTEM SENSOR	MA12/240 W/WBB	7135—1209—124				
F	MANUAL PULL STATION	NOTIFIER	BNG	7150-0028:003				
FATC	FIRE ALARM TERMINAL CABINET	NOTIFIER	CONTRACTOR	_				
MM	MONITOR MODULE	NOTIFIER	FMM	7300-0028: 202				
RA	REMOTE ANNUNCIATOR PANEL	NOTIFIER	LCD-80TM	7120-0028:156				

NO WARRANTY IS MADE TO THE ACCURACY OF THIS DRAWING. CAREFULLY COMPARE THE PLANS TO THE CONTRACT DOCUMENTS AND DSA STAMPED DRAWINGS. FIELD VERIFY ALL CONDITIONS.

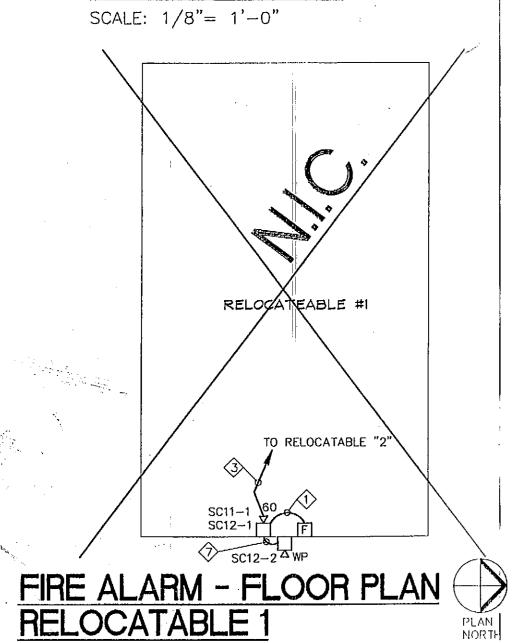




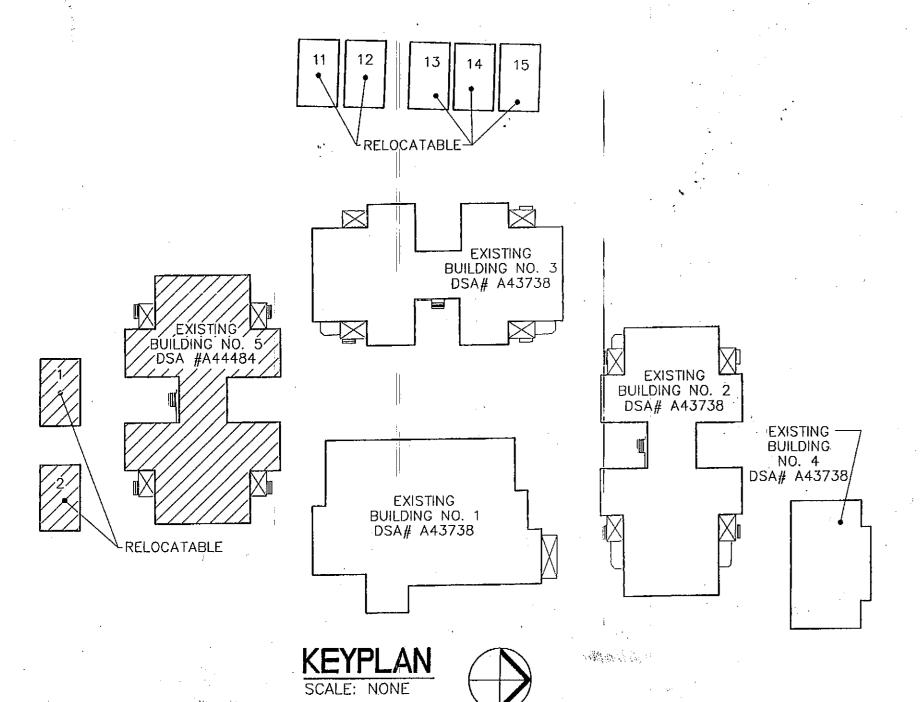


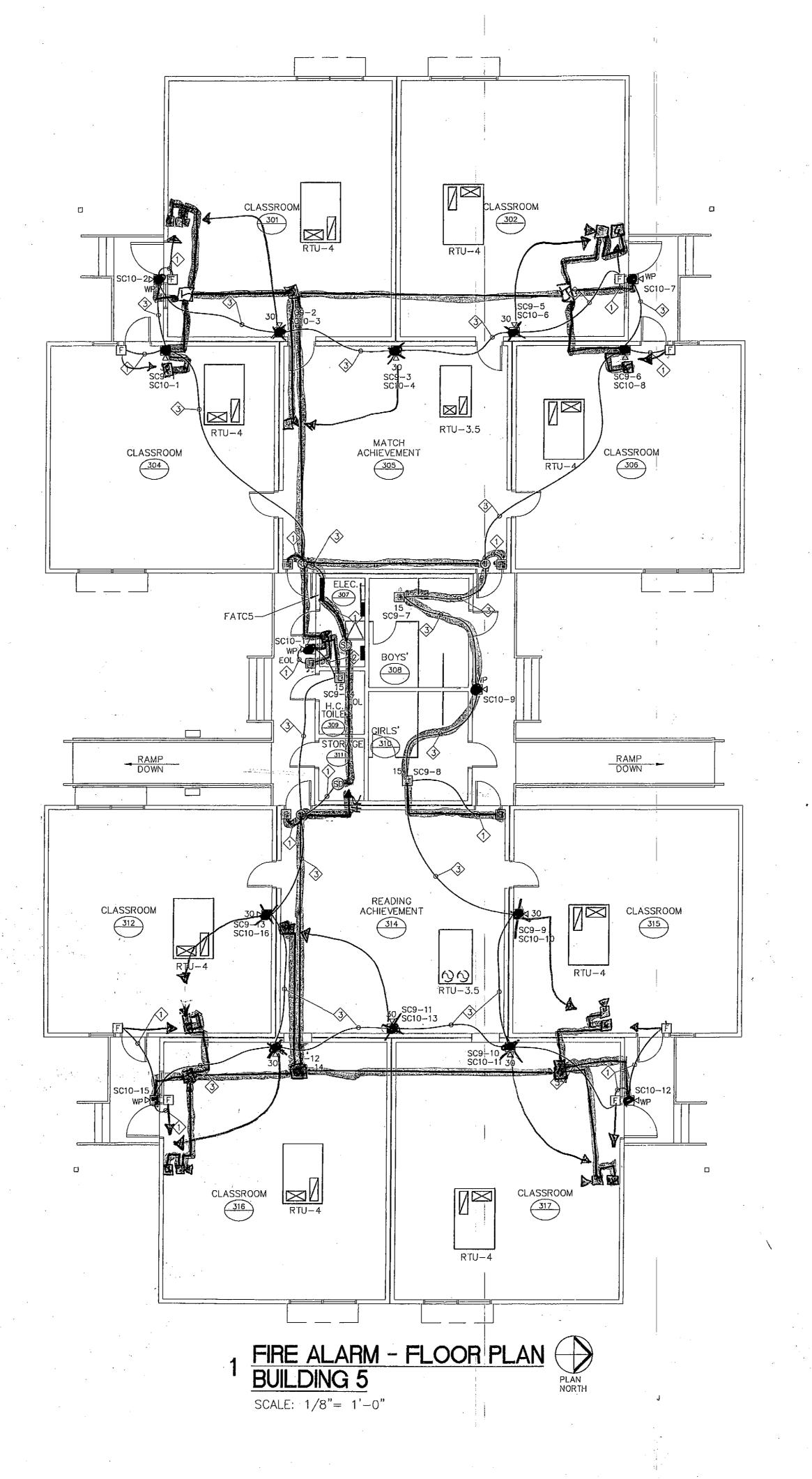


3 FIRE ALARM - FLOOR PLAN PLAN NORTH



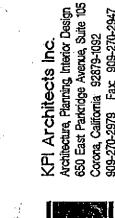
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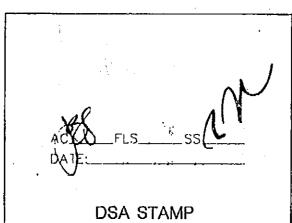
CONDUCTOR SCHEDULE KEY CONDUIT/CONDUCTORS ② 3/4"C.-1-16-2TS, 2#12 3/4"C.-1-16-2TS, 4#12 ⑤ 3/4"C.−1−16−2TS, 8#12 6 3/4"C.-2#12

FIRE ALARM LEGEND						
SYMBOL	DESCRIPTION	MANUFACTURER	MODEL No.	CSFM LISTING		
FACP	FIRE ALARM CONTROL PANEL	NOTIFIER	AFP-400	7170-00281182		
FCPS	FIELD CHARGER POWER SUPPLY	NOTIFIER	FCPS-24	7372-0028:178		
®	PHOTOELECTRIC SMOKE DETECTOR	NOTIFIER	FSP-751	7272-0028: 206		
(SD),	IONIZATION	NOTIFIER	FSI751	7271-0028: 201		
⊕ _H	HEAT DETECTOR	NOTIFIER	FST-751	7270-0028:196		
D	DUCT DETECTOR	NOTIFIER	-FSP-751P	3240-0028: 205		
L (75)	STROBE LIGHT	GENTEX	ST24-75	7125-0569:123		
L (30)	STROBE LIGHT	GENTEX	ST24-30	7125-0569:123		
L (60)	STROBE LIGHT	GENTEX	ST24-60	7125-0569-123		
[(110)	STROBE LIGHT	GENTEX	ST24-110	7125-0569-123		
□ ₍₇₅₎	ALARM HORN/ STROBE HORN	GENTEX	ST24-75	7125-0569:123		
□ <a>(30)	ALARM HORN/ STROBE HORN	GENTEX	ST24-30	7125-0569:123		
□4 ₍₆₀₎	ALARM HORN/ STROBE HORN	GENTEX	ST24-60	7125-0569-123		
□¤ ₍₁₁₀₎	ALARM HORN/ STROBE HORN	GENTEX	ST24+110	7125-0569-123		
M	ALARM MINI-HORN	SYSTEM SENSOR	PA400R	7135-1209-143		
□4 ⁺⁹⁶ "	EXTERIOR ALARM HORN	SYSTEM SENSOR	MA12/240 W/WBB	7135-1209-124		
E	MANUAL PULL STATION	NOTIFIER	BNG	7150-0028: 003		
FATC	FIRE ALARM TERMINAL CABINET	NOTIFIER	CONTRACTOR.			
ММ	MONITOR MODULE	NOTIFIER	FMM .	7300-0028: 202		
RA	REMOTE ANNUNCIATOR PANEL	NOTIFIER	LCD-80TM	7120-0028: 156		

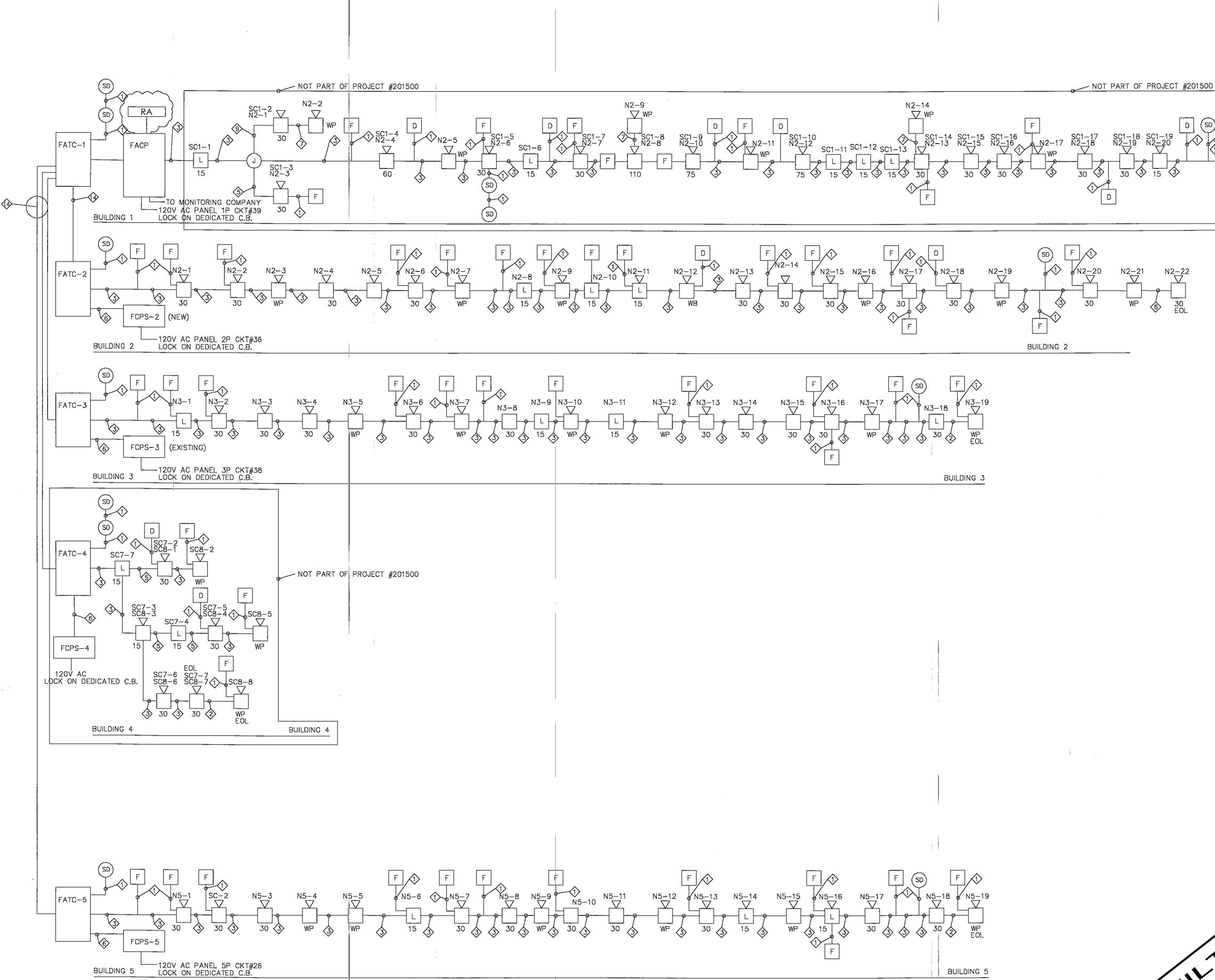


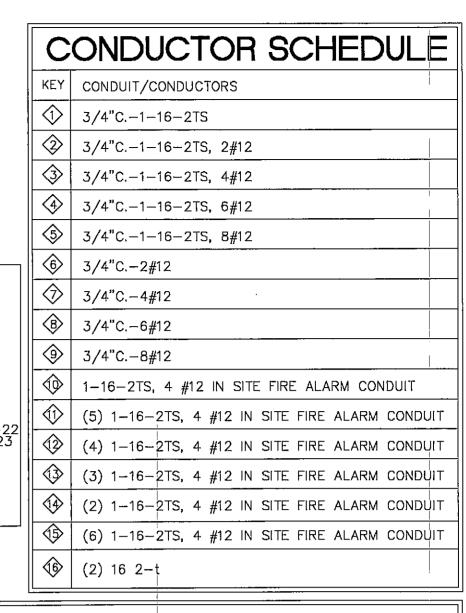












	FIRE A	LARM L	EGEND	
SYMBOL	DESCRIPTION	MANUFACTURER	MODEL No.	CSFM LISTING
FACP	FIRE ALARM CONTROL PANEL	NOTIFIER	AFP-400	7170-00281182
FCPS	FIELD CHARGER POWER SUPPLY	NOTIFIER	FCPS-24	7372-0028:178
(SD)	PHOTOELECTRIC SMOKE DETECTOR	NOTIFIER	FSP-751	7272-0028: 206
®,	IONIZATION	NOTIFIER	FSI-751	7271-0028: 201
© _н	HEAT DETECTOR	NOTIFIER	FST-751	7270-0028: 196
D	DUCT DETECTOR	NOTIFIER	FSP-751P	3240-0028: 205
L (75)	STROBE LIGHT	GENTEX	ST24-75	7125-0569:123
L (30)	STROBE LIGHT	GENTEX	ST24-30	7125-0569:123
L (60)	STROBE LIGHT	GENTEX	ST24-60	7125-0569-123
L (110)	STROBE LIGHT	GENTEX	ST24-110	7125-0569-123
□ <a>(75)	ALARM HORN/ STROBE HORN	GENTEX	ST24-75	7125-0569:123
□ <a>(30)	ALARM HORN/ STROBE HORN	GENTEX	ST24-30	7125-0569:123
□ ₄ (60)	ALARM HORN/ STROBE HORN	GENTEX	ST24-60	7125-0569-123
□¤ ₍₁₁₀₎	ALARM HORN/ STROBE HORN	GENTEX	ST24-110	7125-0569-123
Ma	ALARM MINI-HORN	SYSTEM SENSOR	PA400R	7135-1209-143
□4 ^{WP}	EXTERIOR ALARM HORN	SYSTEM SENSOR	MA12/240 W/WBB	7135-1209-124
F	MANUAL PULL STATION	NOTIFIER	BNG	7150-0028: 003
FATC	FIRE ALARM TERMINAL CABINET	NOTIFIER	CONTRACTOR	
ММ	MONITOR MODULE	NOTIFIER	FMM	7300-0028: 202
RA	REMOTE ANNUNCIATOR PANEL	NOTIFIER	LCD-80TM	7120-0028:156

NOTES: 1) MOUNT DEVICES IN ACCORDANCE WITH ADA AND NFPA72. MOUNT PULL STATIONS AT 48" AFF. MOUNT ALARM/STROBES AT 80" AFF OR 6" BELOW CEILING (WHICHEVER IS GREATER).

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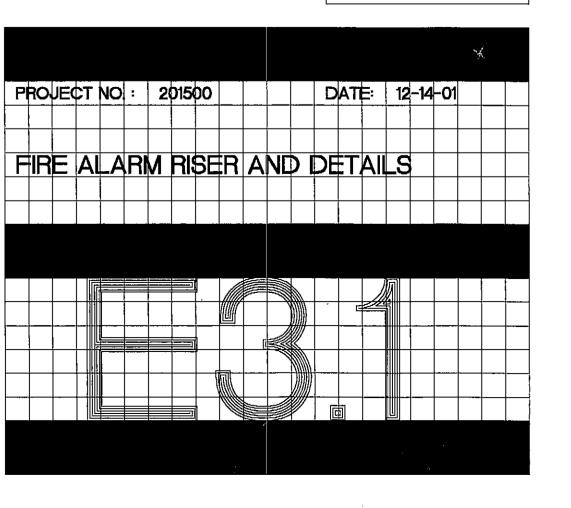
BUILDING 1

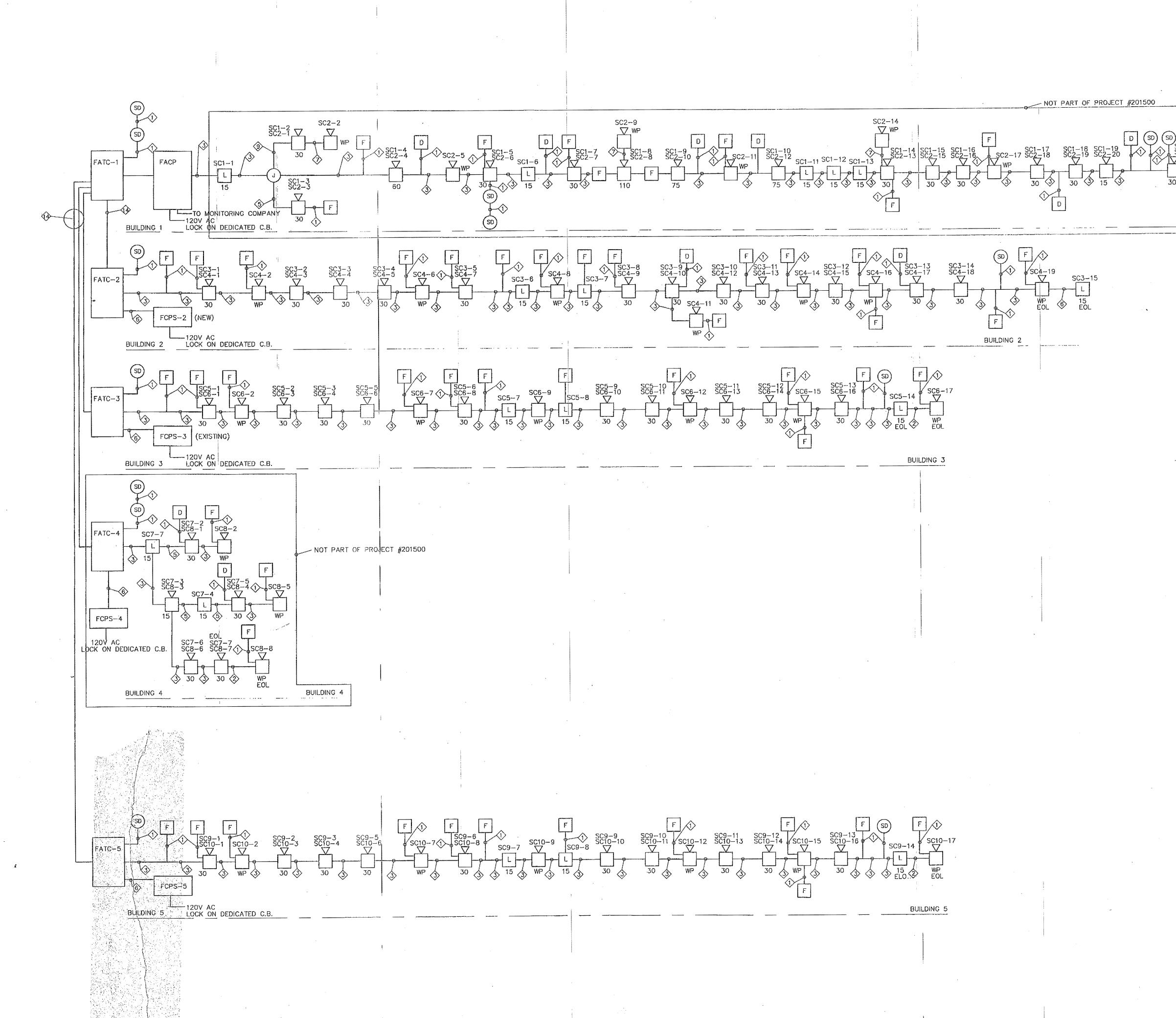


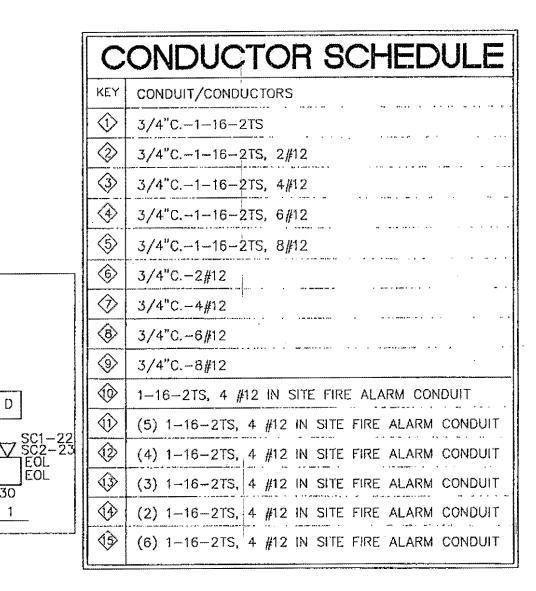
CONSULTANT

IDENTIFICATION STAMP
DIV. OF THE STATE ARCHITECT APPL 04 - 104245
P) 201500-Butterfield E.S.Mod\Shared Files\n2.3.

DSA STAMP



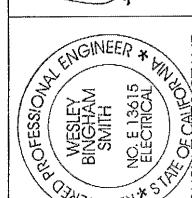


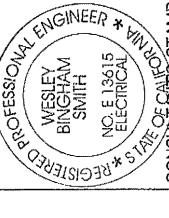


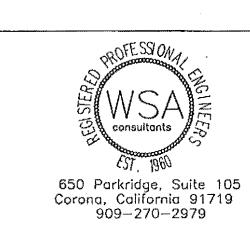
	FIRE A	LARM L	EGEND)
SYMBOL	DESCRIPTION	MANUFACTURER	MODEL No.	CSFM LISTING
FACP	FIRE ALARM CONTROL PANEL	NOTIFIER	AFP-400	7170-00281182
FCPS	FIELD CHARGER POWER SUPPLY	NOTIFIER	FCPS-24	7372-0028:17
(D)	PHOTOELECTRIC SMOKE DETECTOR	NOTIFIER	FSP-751	7272-0028: 20
(B),	IONIZATION	NOTIFIER	FSJ-751	7271-0028: 20
O _H	HEAT DETECTOR	NOTIFIER	FST-751	7270-0028:19
o	DUCT DETECTOR	NOTIFIER	FSP-751P	3240-0028: 20
[[] (75)	STROBE LIGHT	GENTEX	ST24-75	7125-0569:12
L (30)	STROBE LIGHT	GENTEX	ST24-30	7125-0569:12
□ (60)	STROBE LIGHT	GENTEX	ST24-60	7125-0569-1
[] (110)	STROBE LIGHT	GENTEX	ST24110	7125-0569-1
□4 ₍₇₅₎	ALARM HORN/ STROBE HORN	GENTEX	ST24-75	7125-0569:12
□ <a>(30)	ALARM HORN/ STROBE HORN	GENTEX	ST24-30	7125-0569:12
□¤(60)	ALARM HORN/ STROBE HORN	GENTEX	ST24-60	7125-0569-1
□ ⁴ (110)	ALARM HORN/ STROBE HORN	GENTEX	ST24-110	7125-0569-1
MM	ALARM MINI-HORN	SYSTEM SENSOR	PA400R	7135-1209-14
□4 ^{WP}	EXTERIOR ALARM HORN	SYSTEM SENSOR	MA12/240 W/WBB	7135-1209-12
E E	MANUAL PULL STATION	NOTIFIER	BNG	7150-0028: 00
FATC	FIRE ALARM TERMINAL CABINET	NOTIFIER	CONTRACTOR	THE STATE OF THE S
MM	MONITOR MODULE	NOTIFIER	FMM	7300-0028: 20
[RA]	REMOTE ANNUNCIATOR PANEL	NOTIFIER	LCD-80TM	7120-0028:15

NOTES: 1) MOUNT DEVICES IN ACCORDANCE WITH ADA AND NFPA72. MOUNT PULL STATIONS AT 48" AFF. MOUNT ALARM/STROBES AT 80" AFF OR 6" BELOW CEILING (WHICHEVER IS GREATER).



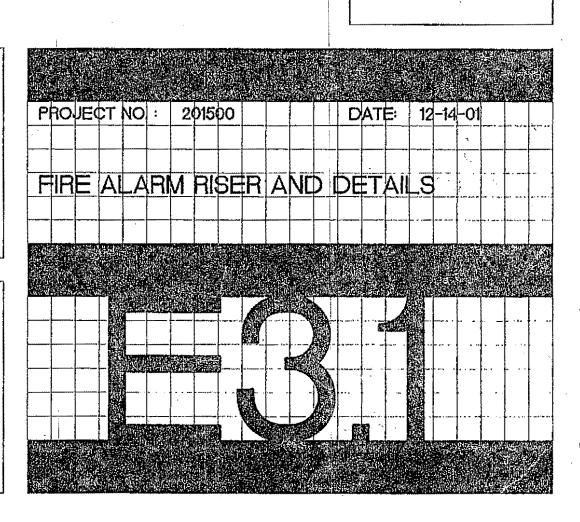






IDENTIFICATION STAMP DIV. OF THE STATE ARCHITECT

DSA STAMP



VOLTAGE DROP CALCULATIONS	BATTERY CALCULATIONS
BUILDING "1", STROBE CIRCUIT SC1 AND RELOCATABLES: 11-15 CIRCUIT SC20	
CURRENT DRAW ST24-15 ALARM STROBE (15cd) AND HS24-15 QTY. 6X 0.05A. = 0.300A.	
ST24-30 ALARM STROBE (30cd) AND HS24-30 QTY, 12X 0.06A. = 0.720A. ST24-60 ALARM STROBE (60cd) AND HS24-60 QTY, 5X 0.08A. = 0.40A.	
ST24-75 ALARM STROBE (75cd) AND HS24-75 QTY. 2X 0.09A. = 0.180A.	
ST24-110 ALARM HORN STROBE (110) AND HS24-110 QTY. 2X 0.11A. = 0.220A. TOTAL = 1.82A.	
DISTANCE 0.001 X 656 FEET = 0.656	
SYSTEM VOLTAGE 24 VDC WIRE SIZE #10 THHN/W STRANDED	1.82 + EQUIPMENT & INITIATORS (1.82 + .8798) = 2.6998 X = .083 HRS
WIRE RESISTANCE PER 1000FT. 1,21 OHMS	ALARM REQ. = .224 AH
FORMULA (OHM'S LAW) I-AMP R-RESISTANCE E-VOLTAGE	BATTERIES USED: FROM FACP
IXR = VOLTAGE, DIVIDED BY SYSTEM VOLTAGE, MULTIPLIED BY 100 = PERCENT DROP	NP24-128 (2 REQ'D) = 24AH
1.82A X .794 OHMS = $1.44V$ = 0.0602 X 100 = 6.02% 6.02 < 10, OK	SYSTEM TOTAL = 10.70 AH SPARE CAPACITY = 13.30 AH
BUILDING "2", STROBE CIRCUIT SC3	
CURRENT DRAW ST24-15 ALARM STROBE (15cd) AND HS24-15 QTY. 3X 0.05A. = 0.150A.	
HS24-30 ALARM HORN STROBE (30cd) AND $HS24-30$ QTY. 12X 0.06A. = 0.720A. TOTAL = 0.870A.	
DISTANCE $0.001 \times 666 \text{ FEET} = 0.666$	0.870A
SYSTEM VOLTAGE WIRE SIZE #12 THHN/W STRANDED	X = .083 HRS ALARM REQ. = 0.0722AH
WIRE RESISTANCE PER 1000FT. 1.98 OHMS	BATTERIES USED:
FORMULA (OHM'S LAW) I-AMP R-RESISTANCE E-VOLTAGE	FROM FCPS 2 NP12-12B (2 REQ'D) = 12AH
IXR = VOLTAGE, DIVIDED BY SYSTEM VOLTAGE, MULTIPLIED BY 100 = PERCENT DROP	SPARE CAPACITY = 11.93AH
$0.870A \times 1.32.OHMS = \frac{1.14V}{24} = 0.048 \times 100 = 4.8\%$ 4.8 < 10, OK	
BUILDING "3", STROBE CIRCUIT SC5	
CURRENT DRAW ST24-15 ALARM STROBE (15cd) AND HS24-15 QTY. 3X 0.05A. = 0.150A.	
HS24-30 ALARM HORN STROBE (30cd) AND HS24-30 QTY. 10X 0.06A. = 0.60A.	
DISTANCE $TOTAL = 0.75A.$ 0.001 X 620 FEET = 0.620	0.75A
SYSTEM VOLTAGE 24 VDC	X = .083 HRS
WIRE SIZE #12 THHN/W STRANDED WIRE RESISTANCE PER 1000FT. 1.98 OHMS	ALARM REQ. = 0.06225AH BATTERIES USED:
FORMULA (OHM'S LAW)	FROM FCPS 3
I-AMP R-RESISTANCE E-VOLTAGE IXR = VOLTAGE, DIVIDED BY SYSTEM VOLTAGE, MULTIPLIED BY 100 = PERCENT DROP	NP12-12B (2 REQ'D) = 12AH SPARE CAPACITY = 11.94AH
$0.620A \times 1.22 \text{ OHMS} = 0.761V = 0.032 \times 100 = 3.2\%$ 3.2 < 10. OK	
8UILDING "4", STROBE CIRCUIT SC7	
CURRENT DRAW	
ST24-15 ALARM STROBE (15cd) AND HS24-15 QTY. 3X 0.05A. = 0.150A. HS24-30 ALARM HORN STROBE (30cd) AND HS24-30 QTY. 4X 0.06A. = 0.24A.	
TOTAL = 0.039A.	0.039A
DISTANCE 0.001 X 203 FEET = 0.203 SYSTEM VOLTAGE 24 VDC	X = .083 HRS
WIRE SIZE #12 THHN/W STRANDED WIRE RESISTANCE PER 1000FT. 1,98 OHMS	ALARM REQ. = 0.0032AH BATTERIES USED:
FORMULA (OHM'S LAW)	FROM FCPS 4
I-AMP R-RESISTANCE E-VOLTAGE IXR = VOLTAGE, DIVIDED BY SYSTEM VOLTAGE, MULTIPLIED BY 100 = PERCENT DROP	NP12-128 (2 REQ'D) = 12AH SPARE CAPACITY = 11.99AH
$0.39A \times 0.402 \text{ OHMS} = 0.156V = 0.006 \times 100 = 0.6\%$ $0.6 < 10, \text{ OK}$	OFFICE ON FIGURE - CHOOM
24	
BUILDING "5", STROBE CIRCUIT SC9 CURRENT DRAW	
BUILDING "5", STROBE CIRCUIT SC9 CURRENT DRAW ST24-15 ALARM STROBE (15cd) AND HS24-15 QTY. 3X 0.05A. = 0.150A.	
BUILDING "5", STROBE CIRCUIT SC9 CURRENT DRAW ST24-15 ALARM STROBE (15cd) AND HS24-15 QTY. 3X 0.05A. = 0.150A. ST24-60 ALARM STROBE (60cd) AND HS24-60 QTY. 2X 0.08A. = 0.16A. HS24-30 ALARM HORN STROBE (30cd) AND HS24-30 QTY. 10X 0.06A. = 0.600A.	
BUILDING "5", STROBE CIRCUIT SC9 CURRENT DRAW ST24-15 ALARM STROBE (15cd) AND HS24-15 QTY. 3X 0.05A. = 0.150A. ST24-60 ALARM STROBE (60cd) AND HS24-60 QTY. 2X 0.08A. = 0.16A. HS24-30 ALARM HORN STROBE (30cd) AND HS24-30 QTY. 10X 0.06A. = 0.600A. TOTAL = 0.910A.	0.910A
BUILDING "5", STROBE CIRCUIT SC9 CURRENT DRAW ST24-15 ALARM STROBE (15cd) AND HS24-15 QTY. 3X 0.05A. = 0.150A. ST24-60 ALARM STROBE (60cd) AND HS24-60 QTY. 2X 0.08A. = 0.16A. HS24-30 ALARM HORN STROBE (30cd) AND HS24-30 QTY. 10X 0.06A. = 0.600A. TOTAL = 0.910A. DISTANCE 0.001 X 620 FEET = 0.620 SYSTEM VOLTAGE 24 VDC	X = .083 HRS
BUILDING "5", STROBE CIRCUIT SC9 CURRENT DRAW ST24-15 ALARM STROBE (15cd) AND HS24-15 QTY. 3X 0.05A. = 0.150A. ST24-60 ALARM STROBE (60cd) AND HS24-60 QTY. 2X 0.08A. = 0.16A. HS24-30 ALARM HORN STROBE (30cd) AND HS24-30 QTY. 10X 0.06A. = 0.600A. TOTAL = 0.910A. DISTANCE 0.001 X 620 FEET = 0.620 SYSTEM VOLTAGE 24 VDC	
BUILDING "5", STROBE CIRCUIT SC9 CURRENT DRAW ST24-15 ALARM STROBE (15cd) AND HS24-15 QTY. 3X 0.05A. = 0.150A. ST24-60 ALARM STROBE (60cd) AND HS24-60 QTY. 2X 0.08A. = 0.16A. HS24-30 ALARM HORN STROBE (30cd) AND HS24-30 QTY. 10X 0.06A. = 0.600A. TOTAL = 0.910A. DISTANCE 0.001 X 620 FEET = 0.620 SYSTEM VOLTAGE 24 VDC WIRE SIZE #12 THHN/W STRANDED WIRE RESISTANCE PER 1000FT. 1.98 OHMS	X = .083 HRS ALARM REQ. = 0.07553AH BATTERIES USED: FROM FCPS 5
BUILDING "5", STROBE CIRCUIT SC9 CURRENT DRAW ST24-15 ALARM STROBE (15cd) AND HS24-15 QTY. 3X 0.05A. = 0.150A. ST24-60 ALARM STROBE (60cd) AND HS24-60 QTY. 2X 0.08A. = 0.16A. HS24-30 ALARM HORN STROBE (30cd) AND HS24-30 QTY. 10X 0.06A. = 0.600A. TOTAL = 0.910A. DISTANCE 0.001 X 620 FEET = 0.620 SYSTEM VOLTAGE 24 VDC WIRE SIZE #12 THHN/W STRANOED WIRE RESISTANCE PER 1000FT. 1.98 OHMS FORMULA (OHM'S LAW) I-AMP R-RESISTANCE E-VOLTAGE	X = .083 HRS ALARM REQ, = 0.07553AH BATTERIES USED:
BUILDING "5", STROBE CIRCUIT SC9 CURRENT DRAW ST24-15 ALARM STROBE (15cd) AND HS24-15 QTY. 3X 0.05A. = 0.150A. ST24-60 ALARM STROBE (60cd) AND HS24-60 QTY. 2X 0.08A. = 0.16A. HS24-30 ALARM HORN STROBE (30cd) AND HS24-30 QTY. 10X 0.06A. = 0.600A. TOTAL = 0.910A. DISTANCE 0.001 X 620 FEET = 0.620 SYSTEM VOLTAGE 24 VDC WIRE SIZE #12 THHN/W STRANDED WIRE RESISTANCE PER 1000FT. 1.98 OHMS FORMULA (OHM'S LAW) I-AMP R-RESISTANCE E-VOLTAGE IXR = VOLTAGE, DIVIDED BY SYSTEM VOLTAGE, MULTIPLIED BY 100 = PERCENT DROP 0.910A X 1.23 OHMS = 1.119V = 0.047 X 100 = 4.7% 4.7 < 10. 0K	X = .083 HRS ALARM REQ. = 0.07553AH BATTERIES USED: FROM FCPS 5 NP12-12B (2 REQ'D) = 12AH
BUILDING "5", STROBE CIRCUIT SC9 CURRENT DRAW ST24—15 ALARM STROBE (15cd) AND HS24—15 QTY. 3X 0.05A. = 0.150A. ST24—60 ALARM STROBE (60cd) AND HS24—60 QTY. 2X 0.08A. = 0.16A. HS24—30 ALARM HORN STROBE (30cd) AND HS24—30 QTY. 10X 0.06A. = 0.600A. TOTAL = 0.910A. DISTANCE 0.001 X 620 FEET = 0.620 SYSTEM VOLTAGE 412 THHN/W STRANDED WIRE SIZE #12 THHN/W STRANDED WIRE RESISTANCE PER 1000FT. 1.98 OHMS FORMULA (OHM'S LAW) I—AMP R—RESISTANCE E—VOLTAGE IXR = VOLTAGE, DIVIDED BY SYSTEM VOLTAGE, MULTIPLIED BY 100 = PERCENT DROP 0.910A X 1.23 OHMS = 1.119V = 0.047 X 100 = 4.7% 4.7 < 10, OK BUILDING "E", STROBE CIRCUIT SC13: REFERENCE PROJECT # 201300 SHEET E3.1	X = .083 HRS ALARM REQ. = 0.07553AH BATTERIES USED: FROM FCPS 5 NP12-12B (2 REQ'D) = 12AH
BUILDING "5", STROBE CIRCUIT SC9 CURRENT DRAW ST24-15 ALARM STROBE (15cd) AND HS24-15 QTY. 3X 0.05A. = 0.150A. ST24-60 ALARM STROBE (60cd) AND HS24-60 QTY. 2X 0.08A. = 0.16A. HS24-30 ALARM HORN STROBE (30cd) AND HS24-30 QTY. 10X 0.06A. = 0.600A. TOTAL = 0.910A. DISTANCE 0.001 X 620 FEET = 0.620 SYSTEM VOLTAGE 24 VDC WIRE SIZE #12 THHN/W STRANDED WIRE RESISTANCE PER 1000FT. 1.98 OHMS FORMULA (OHM'S LAW) I-AMP R-RESISTANCE E-VOLTAGE IXR = VOLTAGE, DIVIDED BY SYSTEM VOLTAGE, MULTIPLIED BY 100 = PERCENT DROP 0.910A X 1.23 OHMS = 1.119V = 0.047 X 100 = 4.7% 4.7 < 10, OK BUILDING "E", STROBE CIRCUIT SC13: REFERENCE PROJECT # 201300 SHEET E3.1 CURRENT DRAW VOLTAGE DROP = 2.7%, SPARE CAPACITY = 11.879AF	X = .083 HRS ALARM REQ. = 0.07553AH BATTERIES USED: FROM FCPS 5 NP12-12B (2 REQ'D) = 12AH SPARE CAPACITY = 11.92AH
BUILDING "5", STROBE CIRCUIT SC9 CURRENT DRAW ST24-15 ALARM STROBE (15cd) AND HS24-15 QTY. 3X 0.05A. = 0.150A. ST24-60 ALARM STROBE (60cd) AND HS24-60 QTY. 2X 0.08A. = 0.16A. HS24-30 ALARM HORN STROBE (30cd) AND HS24-30 QTY. 10X 0.06A. = 0.600A. TOTAL = 0.910A. DISTANCE 0.001 X 620 FEET = 0.620 SYSTEM VOLTAGE 24 VDC WIRE SIZE #12 THHN/W STRANDED WIRE RESISTANCE PER 1000FT. 1.98 OHMS FORMULA (0HM'S LAW) I-AMP R-RESISTANCE E-VOLTAGE IXR = VOLTAGE, DIVIDED BY SYSTEM VOLTAGE, MULTIPLIED BY 100 = PERCENT DROP 0.910A X 1.23 OHMS = 1.119V = 0.047 X 100 = 4.7% 24 BUILDING "E", STROBE CIRCUIT SC13: REFERENCE PROJECT # 201300 SHEET E3.1 CURRENT DRAW VOLTAGE DROP = 2.7%, SPARE CAPACITY = 11.879AF ST24-16 ALARM STROBE (15cd) QTY. 3X 0.05A. = 0.150A.	X = .083 HRS ALARM REQ. = 0.07553AH BATTERIES USED: FROM FCPS 5 NP12-12B (2 REQ'D) = 12AH SPARE CAPACITY = 11.92AH
BUILDING "5", STROBE CIRCUIT SC9 CURRENT DRAW ST24-15 ALARM STROBE (15cd) AND HS24-15 QTY. 3X 0.05A. = 0.150A. ST24-60 ALARM STROBE (60cd) AND HS24-60 QTY. 2X 0.08A. = 0.16A. HS24-30 ALARM HORN STROBE (30cd) AND HS24-30 QTY. 10X 0.06A. = 0.600A. TOTAL = 0.910A. DISTANCE 0.001 X 620 FEET = 0.620 SYSTEM VOLTAGE 24 VDC WIRE SIZE #12 THHN/W STRANDED WIRE RESISTANCE PER 1000FT. 1.98 OHMS FORMULA (OHM'S LAW) I-AMP R-RESISTANCE E-VOLTAGE IXR = VOLTAGE, DIVIDED BY SYSTEM VOLTAGE, MULTIPLIED BY 100 = PERCENT DROP 0.910A X 1.23 OHMS = 1.119V = 0.047 X 100 = 4.7% 4.7 < 10, OK BUILDING "E", STROBE CIRCUIT SC13: REFERENCE PROJECT # 201300 SHEET E3.1 CURRENT DRAW VOLTAGE DROP = 2.7%, SPARE CAPACITY = 11.879AM ST24-16 ALARM STROBE (15cd) QTY. 3X 0.05A. = 0.150A. ST24-30 ALARM STROBE (30cd) QTY. 2X 0.06A = 0.120A. ST24-60 ALARM STROBE (60cd) QTY. 1X 0.08A. = 0.080A.	X = .083 HRS ALARM REQ. = 0.07553AH BATTERIES USED: FROM FCPS 5 NP12-12B (2 REQ'D) = 12AH SPARE CAPACITY = 11.92AH
BUILDING "5", STROBE CIRCUIT SC9 CURRENT DRAW ST24-15 ALARM STROBE (15cd) AND HS24-15 QTY. 3X 0.05A. = 0.150A. ST24-60 ALARM STROBE (60cd) AND HS24-60 QTY. 2X 0.08A. = 0.16A. HS24-30 ALARM HORN STROBE (30cd) AND HS24-30 QTY. 10X 0.06A. = 0.600A. TOTAL = 0.910A. DISTANCE 0.001 X 620 FEET = 0.620 SYSTEM VOLTAGE 24 VDC WIRE SIZE #12 THHN/W STRANDED WIRE RESISTANCE PER 1000FT. 1.98 OHMS FORMULA (OHM'S LAW) I-AMP R-RESISTANCE E-VOLTAGE IXR = VOLTAGE, DIVIDED BY SYSTEM VOLTAGE, MULTIPLIED BY 100 = PERCENT DROP 0.910A X 1.23 OHMS = 1.119V = 0.047 X 100 = 4.7% 4.7 < 10, OK BUILDING "E", STROBE CIRCUIT SC13: REFERENCE PROJECT # 201300 SHEET E3.1 CURRENT DRAW VOLTAGE DROP = 2.7%, SPARE CAPACITY = 11.879AH ST24-30 ALARM STROBE (15cd) QTY. 3X 0.05A. = 0.150A. ST24-30 ALARM STROBE (30cd) QTY. 2X 0.06A. = 0.120A. ST24-30 ALARM STROBE (60cd) QTY. 1X 0.08A. = 0.080A. HS24-30 ALARM HORN STROBE (30cd) QTY. 2X 0.06A. = 0.120A.	X = .083 HRS ALARM REQ. = 0.07553AH BATTERIES USED: FROM FCPS 5 NP12-12B (2 REQ'D) = 12AH SPARE CAPACITY = 11.92AH
BUILDING "5", STROBE CIRCUIT SC9 CURRENT DRAW ST24-15 ALARM STROBE (15cd) AND HS24-15 QTY. 3X 0.05A. = 0.150A. ST24-60 ALARM STROBE (60cd) AND HS24-60 QTY. 2X 0.08A. = 0.16A. HS24-30 ALARM HORN STROBE (30cd) AND HS24-30 QTY. 10X 0.06A. = 0.600A. TOTAL = 0.910A. DISTANCE 0.001 X 620 FEET = 0.620 SYSTEM VOLTAGE 24 VDC WIRE SIZE #12 THHN/W STRANDED WIRE RESISTANCE PER 1000FT. 1.98 OHMS FORMULA (0HM'S LAW) I-AMP R-RESISTANCE E-VOLTAGE IXR = VOLTAGE, DIVIDED BY SYSTEM VOLTAGE, MULTIPLIED BY 100 = PERCENT DROP 0.910A X 1.23 OHMS = 1.119V = 0.047 X 100 = 4.7% EUILDING "E", STROBE CIRCUIT SC13: REFERENCE PROJECT # 201300 SHEET E3.1 CURRENT DRAW VOLTAGE DROP = 2.7%, SPARE CAPACITY = 11.879AM ST24-16 ALARM STROBE (15cd) QTY. 3X 0.05A. = 0.50A. ST24-30 ALARM STROBE (30cd) QTY. 2X 0.06A = 0.120A. ST24-60 ALARM STROBE (60cd) QTY. 1X 0.08A. = 0.080A. HS24-30 ALARM HORN STROBE (30cd) QTY. 2X 0.06A. = 0.120A. HS24-60 ALARM HORN STROBE (60cd) QTY. 2X 0.08A. = 0.160A. TOTAL = 0.630A.	X = .083 HRS ALARM REQ. = 0.07553AH BATTERIES USED: FROM FCPS 5 NP12-12B (2 REQ'D) = 12AH SPARE CAPACITY = 11.92AH
### BUILDING "5", STROBE CIRCUIT SC9 CURRENT DRAW \$T24-15 ALARM STROBE (15cd) AND HS24-15 QTY. 3X 0.05A. = 0.150A. \$T24-60 ALARM STROBE (60cd) AND HS24-60 QTY. 2X 0.08A. = 0.60A. H\$24-30 ALARM HORN STROBE (30cd) AND HS24-30 QTY. 10X 0.06A. = 0.600A. #### TOTAL = 0.910A. DISTANCE 0.001 X 620 FEET = 0.620 SYSTEM VOLTAGE 24 VDC WIRE SIZE #12 THHN/W STRANDED WIRE RESISTANCE PER 1000FT. 1.98 OHMS FORMULA (OHM'S LAW) I-AMP R-RESISTANCE E-VOLTAGE IXR = VOLTAGE, DIVIDED BY SYSTEM VOLTAGE, MULTIPLIED BY 100 = PERCENT DROP 0.910A X 1.23 OHMS = 1.119V = 0.047 X 100 = 4.7% 24 4.7 < 10, OK BUILDING "E", STROBE CIRCUIT SC13: REFERENCE PROJECT # 201300 SHEET E3.1 CURRENT DRAW VOLTAGE DROP = 2.7%, SPARE CAPACITY = 11.879AM ST24-16 ALARM STROBE (15cd) QTY. 3X 0.05A. = 0.150A. ST24-30 ALARM STROBE (30cd) QTY. 2X 0.06A = 0.120A. ST24-60 ALARM STROBE (60cd) QTY. 1X 0.06A. = 0.080A. H\$24-30 ALARM HORN STROBE (30cd) QTY. 2X 0.06A. = 0.120A. H\$24-60 ALARM HORN STROBE (60cd) QTY. 2X 0.08A. = 0.160A. TOTAL = 0.630A. DISTANCE 0.001 X 520 FEET = 0.52	X = .083 HRS ALARM REQ. = 0.07553AH BATTERIES USED: FROM FCPS 5 NP12-12B (2 REQ'D) = 12AH SPARE CAPACITY = 11.92AH
BUILDING "5", STROBE CIRCUIT SC9 CURRENT DRAW ST24-15 ALARM STROBE (15cd) AND HS24-15 QTY. 3X 0.05A. = 0.150A. ST24-60 ALARM STROBE (60cd) AND HS24-60 QTY. 2X 0.08A. = 0.16A. HS24-30 ALARM HORN STROBE (30cd) AND HS24-30 QTY. 10X 0.06A. = 0.600A. TOTAL = 0.910A. DISTANCE 0.001 X 620 FEET = 0.620 SYSTEM VOLTAGE 24 VDC WIRE SIZE #12 THHN/W STRANOED WIRE RESISTANCE PER 1000FT. 1.98 OHMS FORMULA (0HM'S LAW) I-AMP R-RESISTANCE E-VOLTAGE IXR = VOLTAGE, DIVIDED BY SYSTEM VOLTAGE, MULTIPLIED BY 100 = PERCENT DROP 0.910A X 1.23 OHMS = 1.119V = 0.047 X 100 = 4.7% 4.7 < 10, OK BUILDING "E", STROBE CIRCUIT SC13: REFERENCE PROJECT # 201300 SHEET E3.1 CURRENT DRAW VOLTAGE DROP = 2.7%, SPARE CAPACITY = 11.879AF ST24-16 ALARM STROBE (15cd) QTY. 3X 0.05A. = 0.150A. ST24-30 ALARM STROBE (30cd) QTY. 2X 0.06A = 0.120A. ST24-60 ALARM STROBE (30cd) QTY. 1X 0.08A. = 0.080A. HS24-30 ALARM STROBE (60cd) QTY. 1X 0.08A. = 0.080A. HS24-60 ALARM HORN STROBE (30cd) QTY. 2X 0.06A. = 0.120A. DISTANCE QUITE SCI2. SYSTEM VOLTAGE QUITE SCI3. DISTANCE QUITE SCI3. BYSTEM VOLTAGE QUITE SCI3.	X = .083 HRS ALARM REQ. = 0.07553AH BATTERIES USED: FROM FCPS 5 NP12-12B (2 REQ'D) = 12AH SPARE CAPACITY = 11.92AH
### BUILDING "5", STROBE CIRCUIT SC9 CURRENT DRAW ST24—15 ALARM STROBE (15cd) AND HS24—15 QTY. 3X 0.05A. = 0.150A. ST24—60 ALARM STROBE (60cd) AND HS24—60 QTY. 2X 0.08A. = 0.16A. HS24—30 ALARM HORN STROBE (30cd) AND HS24—30 QTY. 10X 0.06A. = 0.600A. TOTAL = 0.910A. DISTANCE 0.001 X 620 FEET = 0.620 SYSTEM VOLTAGE 24 VDC WIRE SIZE #12 THHN/W STRANDED WIRE RESISTANCE PER 1000FT. 1.98 OHMS FORMULA (0HM'S LAW) 1—AMP R—RESISTANCE E—VOLTAGE IXR = VOLTAGE, DIVIDED BY SYSTEM VOLTAGE, MULTIPLIED BY 100 = PERCENT DROP 0.910A X 1.23 OHMS = 1.119V = 0.047 X 100 = 4.7% 4.7 < 10, OK BUILDING "E", STROBE CIRCUIT SC13: REFERENCE PROJECT # 201300 SHEET E3.1 CURRENT DRAW VOLTAGE DROP = 2.7%, SPARE CAPACITY = 11.879AM ST24—16, ALARM STROBE (30cd) QTY. 3X 0.05A. = 0.150A. ST24—30 ALARM STROBE (30cd) QTY. 2X 0.06A. = 0.120A. HS24—30 ALARM STROBE (30cd) QTY. 1X 0.08A. = 0.080A. HS24—30 ALARM STROBE (60cd) QTY. 1X 0.08A. = 0.080A. HS24—30 ALARM HORN STROBE (30cd) QTY. 2X 0.06A. = 0.120A. HS24—60 ALARM HORN STROBE (60cd) QTY. 1X 0.08A. = 0.080A. DISTANCE QUARTED STROBE (30cd) QTY. 2X 0.06A. = 0.120A. DISTANCE QTY. 1X 0.08A. = 0.160A. TOTAL = 0.630A. DISTANCE PER 1000EL #12 THHN/W STRANDED WIRE SIZE #12 THHN/W STRANDED WIRE SIZE #12 THHN/W STRANDED WIRE SIZE #12 THHN/W STRANDED	X = .083 HRS ALARM REQ. = 0.07553AH BATTERIES USED: FROM FCPS 5 NP12-12B (2 REQ'D) = 12AH SPARE CAPACITY = 11.92AH
### BUILDING "5", STROBE CIRCUIT SC9 CURRENT DRAW ST24—15 ALARM STROBE (15cd) AND HS24—15 QTY. 3X 0.05A. = 0.150A. ST24—60 ALARM STROBE (60cd) AND HS24—60 QTY. 2X 0.08A. = 0.16A. HS24—30 ALARM HORN STROBE (30cd) AND HS24—30 QTY. 10X 0.06A. = 0.600A. #### TOTAL = 0.910A. DISTANCE Q.001 X 620 FEET = 0.620 SYSTEM VOLTAGE 24 VDC WIRE SIZE #12 THHN/W STRANDED WIRE RESISTANCE PER 1000FT. 1.98 OHMS FORMULA (OHM'S LAW) I—AMP R—RESISTANCE E—VOLTAGE WIRE SIZE #12 THHN/W STRANDED 0.910A X 1.23 OHMS = 1.119V = 0.047 X 100 = 4.7% 4.7 < 10, OK BUILDING "E", STROBE CIRCUIT SC13: REFERENCE PROJECT # 201300 SHEET E3.1 CURRENT DRAW VOLTAGE DROP = 2.7%, SPARE CAPACITY = 11.879AM ST24—16 ALARM STROBE (15cd) QTY. 3X 0.05A. = 0.150A. ST24—60 ALARM STROBE (30cd) QTY. 2X 0.06A. = 0.120A. HS24—30 ALARM HORN STROBE (30cd) QTY. 2X 0.06A. = 0.120A. HS24—30 ALARM HORN STROBE (30cd) QTY. 2X 0.06A. = 0.120A. HS24—30 ALARM HORN STROBE (30cd) QTY. 2X 0.06A. = 0.120A. HS24—60 ALARM HORN STROBE (60cd) QTY. 2X 0.06A. = 0.120A. BUSTANCE Q.001 X 520 FEET = 0.52 SYSTEM VOLTAGE Q.001 QTY. 2X 0.08A. = 0.160A. TOTAL = 0.630A. DISTANCE Q.120 ALARM HORN STROBE (30cd) QTY. 2X 0.08A. = 0.160A. TOTAL = 0.630A. DISTANCE Q.120 ALARM HORN STROBE (50cd) QTY. 2X 0.08A. = 0.160A. TOTAL = 0.630A. DISTANCE Q.120 ALARM HORN STROBE (50cd) QTY. 2X 0.08A. = 0.160A. TOTAL = 0.630A. DISTANCE Q.120 ALARM HORN STROBE (50cd) QTY. 2X 0.08A. = 0.160A. TOTAL = 0.630A. TOTAL = 0.630A. DISTANCE Q.120 ALARM HORN STROBE (50cd) QTY. 2X 0.08A. = 0.160A. TOTAL = 0.630A. TOTAL = 0.630A. DISTANCE Q.120 ALARM HORN STROBE (50cd) QTY. 2X 0.08A. = 0.160A. TOTAL = 0.630A. TOTAL = 0.63	X = .083 HRS ALARM REQ. = 0.07553AH BATTERIES USED: FROM FCPS 5 NP12-12B (2 REQ'D) = 12AH SPARE CAPACITY = 11.92AH
### BUILDING "5", STROBE CIRCUIT SC9 CURRENT DRAW \$T24-15 ALARM STROBE (15cd) AND HS24-15 QTY. 3X 0.05A. = 0.150A. \$T24-60 ALARM STROBE (60cd) AND HS24-60 QTY. 2X 0.08A. = 0.16A. HS24-30 ALARM HORN STROBE (30cd) AND HS24-30 QTY. 10X 0.06A. = 0.600A. **TOTAL = 0.910A.** DISTANCE 0.001 X 620 FEET = 0.620 SYSTEM VOLTAGE 24 VDC WIRE SIZE #12 THHN/W STRANDED WIRE RESISTANCE PER 1000FT. 1.98 OHMS FORMULA (0HM'S LAW) I-AMP R-RESISTANCE E-VOLTAGE IXR = VOLTAGE, DIVIDED BY SYSTEM VOLTAGE, MULTIPLIED BY 100 = PERCENT DROP 0.910A X 1.23 OHMS = 1.119V = 0.047 X 100 = 4.7% 4.7 < 10, OK BUILDING "E", STROBE CIRCUIT SC13: REFERENCE PROJECT # 201300 SHEET E3.1 CURRENT DRAW VOLTAGE DROP = 2.7%, SPARE CAPACITY = 11.879AF ST24-16, ALARM STROBE (15cd) QTY. 3X 0.05A. = 0.150A. ST24-30 ALARM STROBE (30cd) QTY. 2X 0.06A = 0.120A. HS24-30 ALARM STROBE (30cd) QTY. 1X 0.06A. = 0.120A. HS24-30 ALARM HORN STROBE (30cd) QTY. 1X 0.06A. = 0.120A. HS24-30 ALARM HORN STROBE (30cd) QTY. 2X 0.08A. = 0.160A. HS24-30 ALARM HORN STROBE (30cd) QTY. 2X 0.08A. = 0.160A. HS24-60 ALARM HORN STROBE (60cd) QTY. 1X 0.06A. = 0.120A. HS24-60 ALARM HORN STROBE (60cd) QTY. 2X 0.08A. = 0.160A. TOTAL = 0.630A. DISTANCE QUARTER STROBE (30cd) QTY. 2X 0.08A. = 0.160A. TOTAL = 0.630A. DISTANCE PER 1000EL #12 THHN/W STRANDED URRE RESISTANCE PER 1000EL #198 OHMS FORMULA (0HM'S LAW) I-AMP R-RESISTANCE PER 1000EL #198 OHMS FORMULA (0HM'S LAW) I-AMP R-RESISTANCE PER 1000EL #198 OHMS FORMULA (0HM'S LAW) I-AMP R-RESISTANCE PER 1000EL #198 OHMS	X = .083 HRS ALARM REQ. = 0.07553AH BATTERIES USED: FROM FCPS 5 NP12-12B (2 REQ'D) = 12AH SPARE CAPACITY = 11.92AH
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### BUILDING "5", STROBE CIRCUIT SC9 CURRENT DRAW \$T24-15 ALARM STROBE (15cd) AND HS24-15	X = .083 HRS ALARM REQ. = 0.07553AH BATTERIES USED: FROM FCPS 5 NP12-12B (2 REQ'D) = 12AH SPARE CAPACITY = 11.92AH REFERENCE PROJECT # 201300 SHEET E3.1
BUILDING "5", STROBE CIRCUIT SC9 CURRENT DRAW ST24-15 ALARM STROBE (15cd) AND HS24-15 QTY. 3X 0.05A. = 0.150A.	X = .083 HRS ALARM REQ. = 0.07553AH BATTERIES USED: FROM FCPS 5 NP12-12B (2 REQ'D) = 12AH SPARE CAPACITY = 11.92AH REFERENCE PROJECT # 201300 SHEET E3.1
BUILDING "5", STROBE CIRCUIT SC9 CURRENT DRAW ST24-15 ALARM STROBE (15ed) AND HS24-15 QTY. 3X 0.05A. = 0.150A. ST24-60 ALARM STROBE (60ed) AND HS24-60 QTY. 2X 0.08A. = 0.16A. HS24-30 ALARM HORN STROBE (30ed) AND HS24-30 QTY. 10X 0.06A. = 0.600A. TOTAL = 0.910A. DISTANCE 0.001 X 620 FEET = 0.620 SYSTEM VOLTAGE 24 VDC WIRE RESISTANCE PER 1000FT. 1.98 OHMS FORMULA (0HM'S LAW) I-AMP R-RESISTANCE E-VOLTAGE IXR = VOLTAGE, DIVIDED BY SYSTEM VOLTAGE, MULTIPLIED BY 100 = PERCENT DROP 0.910A X 1.23 OHMS = 1.119V = 0.047 X 100 = 4.7% 4.7 < 10, 0K BUILDING "E", STROBE CIRCUIT SC13: REFERENCE PROJECT # 201300 SHEET E3.1 CURRENT DRAW VOLTAGE DROP = 2.7%, SPARE CAPACITY = 11.879AM ST24-46 ALARM STROBE (30ed) QTY. 2X 0.06A = 0.120A. ST24-30 ALARM STROBE (30ed) QTY. 2X 0.06A = 0.120A. ST24-60 ALARM STROBE (30ed) QTY. 2X 0.06A = 0.120A. DISTANCE 0.001 X 520 FEET = 0.52 SYSTEM VOLTAGE DROP = 2.7% SPARE CAPACITY = 10.50AA. DISTANCE 0.001 X 520 FEET = 0.52 SYSTEM VOLTAGE DROP = 1.000 PROPER SYSTEM VOLTAGE. WIRE SIZE #12 THHN/W STRANDED WIRE SIZE #12 THHN/W STRANDED UNRE RESISTANCE PER 1000 PROPER SYSTEM VOLTAGE. WIRE SIZE #12 THHN/W STRANDED DISTANCE 0.001 X 520 FEET = 0.52 SYSTEM VOLTAGE DROP = 0.9%, SPARE CAPACITY = 11.94BAM SYSTEM VOLTAGE DROP = 0.9%, SPARE CAPACITY = 11.94BAM ST24-60 ALARM STROBE CIRCUIT SC17: REFERENCE PROJECT #201300 SHEET E3.1 CURRENT DRAW VOLTAGE DROP = 0.9%, SPARE CAPACITY = 11.94BAM ST24-60 ALARM STROBE CIRCUIT SC17: REFERENCE PROJECT #201300 SHEET E3.1 CURRENT DRAW VOLTAGE DROP = 0.9%, SPARE CAPACITY = 11.94BAM ST24-60 ALARM STROBE CIRCUIT SC17: REFERENCE PROJECT #201300 SHEET E3.0 CURRENT DRAW VOLTAGE DROP = 0.9%, SPARE CAPACITY = 11.94BAM ST24-60 ALARM STROBE (60ed) QTY. 1X 0.08A. = 0.160A. TOTAL = 0.360A. DISTANCE 0.001 X 300 FEET = 0.300 DISTANCE 0.001 X 300 FEET = 0.300	X = .083 HRS ALARM REQ. = 0.07553AH BATTERIES USED: FROM FCPS 5 NP12-12B (2 REQ'D) = 12AH SPARE CAPACITY = 11.92AH REFERENCE PROJECT # 201300 SHEET E3.1
BUILDING "5", STROBE CIRCUIT SC9 CURRENT DRAW STROBE (15cd) AND HS24-15 QTY. 3X 0.05A. = 0.150A. ST24-15 ALARM STROBE (60cd) AND HS24-60 QTY. 2X 0.08A. = 0.16A. HS24-30 ALARM HORN STROBE (30cd) AND HS24-30 QTY. 10X 0.06A. = 0.600A. DISTANCE	X = .083 HRS ALARM REQ. = 0.07553AH BATTERIES USED: FROM FCPS 5 NP12-12B (2 REQ'D) = 12AH SPARE CAPACITY = 11.92AH REFERENCE PROJECT # 201300 SHEET E3.1
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BUILDING "5", STROBE CIRCUIT SC9 CURRENT DRAW ST24-16 ALARM STROBE (60ed) AND HS24-15 QTY. 3X 0.05A. = 0.150A. ST24-60 ALARM STROBE (60ed) AND HS24-60 QTY. 2X 0.08A. = 0.16A. HS24-30 ALARM HORN STROBE (30ed) AND HS24-30 QTY. 10X 0.06A. = 0.600A. DISTANCE 0.001 X 620 FEET - 0.620 SYSTEM VOLTAGE 24 VOC WIRE SIZE #12 THHN/W STRANDED WIRE RESISTANCE PER 1000FT. 1.98 OHMS FORMULA (OHM'S LAW) L-AMP R-RESISTANCE E-VOLTAGE KIR = VOLTAGE, DIVIDED BY SYSTEM VOLTAGE, MULTIPLIED BY 100 = PERCENT DROP 0.910A X 1.23 OHMS = 1.119V = 0.047 X 100 = 4.7% 4.7 < 10, OK BUILDING "E", STROBE CIRCUIT SC13: REFERENCE PROJECT # 201300 SHEET E3.1 CUSRENT DRAW VOLTAGE DROP = 2.7%, SPARE CAPACITY = 11.878AT ST24-80 ALARM STROBE (15ed) QTY. 3X 0.05A. = 0.150A. ST24-30 ALARM STROBE (30ed) QTY. 1X 0.06A. = 0.120A. HS24-30 ALARM HORN STROBE (30ed) QTY. 1X 0.06A. = 0.120A. HS24-30 ALARM HORN STROBE (30ed) QTY. 2X 0.06A. = 0.120A. HS24-60 ALARM HORN STROBE (30ed) QTY. 2X 0.06A. = 0.120A. DISTANCE 0.001 X 520 FEET = 0.52 SYSTEM VOLTAGE WIRE RESISTANCE PER 1000ER 1.98 OHMS FORMULA (OHM'S LAW) 1.94 OHMS = 0.649V = 0.027 X 100 = 2.7% BUILDING "D", STROBE CIRCUIT SC17: REFERENCE PROJECT #201300 SHEET E3.1 CURRENT DRAW VOLTAGE WIRE RESISTANCE PER 1000ER 1.98 OHMS FORMULA (OHM'S LAW) 1.94 OHMS = 0.649V = 0.027 X 100 = 2.7% PURE SIZE #12 THHN/W STRANDED BUILDING "D", STROBE CIRCUIT SC17: REFERENCE PROJECT #201300 SHEET E3.1 CUSRENT DRAW VOLTAGE DROP = 0.9% SPARE CAPACITY = 11.948AT ST24-60 ALARM STROBE (60ed) QTY. 1X 0.08A. = 0.060A. HS24-30 ALARM HORN STROBE (60ed) QTY. 2X 0.06A = 0.120A. BUILDING "D", STROBE CIRCUIT SC17: REFERENCE PROJECT #201300 SHEET E3.1 CUSRENT DRAW VOLTAGE DROP = 0.9% SPARE CAPACITY = 11.948AT ST24-60 ALARM STROBE (60ed) QTY. 2X 0.06A = 0.120A. BUILDING "D", STROBE CIRCUIT SC17: REFERENCE PROJECT #201300 SHEET E3.1 CUSRENT DRAW VOLTAGE	X = .083 HRS ALARM REQ. = 0.07553AH BATTERIES USED: FROM FCPS 5 NP12-12B (2 REQ'D) = 12AH SPARE CAPACITY = 11.92AH REFERENCE PROJECT # 201300 SHEET E3.1

POWER FAILURE CONDITION STANDBY FOR 24 HOURS

	- SANAMAN - SANA	OTY.	X	TOTAL
AFP-400		1	.179	.179
CRM-4 CONTROL RELAY MODULE		1	.007	.007
APS-6R AUXILIARY POWER SUPPLY	1	1	.007	.007
ICM-4 ALARM INDICATING MODULE		3	.04	.12
ICE-4 ALARM INDICATING EXPANDE	R MODULE	2	.04	.08
FMM MONITOR MODULE (PULLS ANI	D DRY CONTACT)	86	.0004	.0344
FSP-751 SMOKE DETECTOR		18	.0003	.0054
FSP-751P DUCT DETECTOR		12	.0003	.0036
	COLUMN TOTAL			.4364 A
·	X 24 HOURS			24 HRS
	STANDBY REG.		- To and the same of the same	10.4736 A

POWER FAILURE CONDITION ALARM - INITIATORS / EQUIPMENT

	QTY.	X	TOTAL
AFP-400	1	.429	.429
CRM-4 CONTROL RELAY MODULE	1	.072	.072
APS-6R AUXILIARY POWER SUPPLY	1	.007	.007
ICM-4 ALARM INDICATING MODULE	3	.072	.216
ICE-4 ALARM INDICATING EXPANDER MODULE	2	.04	.08
FMM MONITOR MODULE (PULLS AND DRY CONTACT)	86	.0004	.0344
FSP-751 SMOKE DETECTOR	18	.0003	.0054
FSP-751P DUCT DETECTOR	12	.0003	.0036
COLUMN TOTAL			.8798 A

ROOF TOP UNIT (RTU) CUBIC FEET PER MINUTE (CFM)

1		
RTU	CFM	DUCT DETECTOR REQUIRED
RTU-3.5	1400	NO
RTU-4	1600	NO
RTU-7.5	3000	YES

NOTE: CONTRACTOR SHALL PROVIDE POWER FOR DUCT DETECTORS.

SIGNAL CIRCUIT (SC) SCHEDULE

SIGNALLING CIRCUITS (SC) ARE POWERED BY FIELD CHARGING POWER SUPPLIES (FCPS). ANNUNCIATION CIRCUITS ARE AVAILABLE (24) FROM THE USE OF ICM-4, AND ICE-4 MODULES.

"FACP" - BUILDING "1" & RELOCATABLES 11-15 SC1 - STROBES, BUILDING 1 SC2 - HORNS, BUILDING 1
SC20 - STROBES, RELOCATEABLES 11-15
SC21 - HORNS, RELOCATABLES 11-15 "FCPS - "2" - BUILDING "2"
SC3 - STROBES, BUILDING "2" SC4 - HORNS, BUILDING "2"

SC5 - STROBES, BUILDING "3" SC6 - HORNS, BUILDING "3" "FCPS - "4" - BUILDING "4" SC7 - STROBES, BUILDING "4"

SC8 - HORNS, BUILDING "4"

"FCPS - "3" - BUILDING "3"

"FCPS - "5" - BUILDING "5" & RELOCATABLES "1", & "2"
SC9 - STROBES, BUILDING "5"

SC10 - HORNS, BUILDING "5" SC11 - STROBES, RELOCATABLES 1, 2 SC12 - HORNS, RELOCATABLES 1, 2

"FCPS - "D" - BUILDINGS "D" & "E" SC13 - STROBES, BUILDING "E" SC14 - HORNS, BUILDING "E" SC15 - STROBES, BUILDING "D"

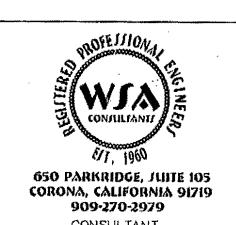
SC16 - HORNS, BUILDING "D"

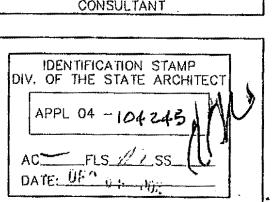


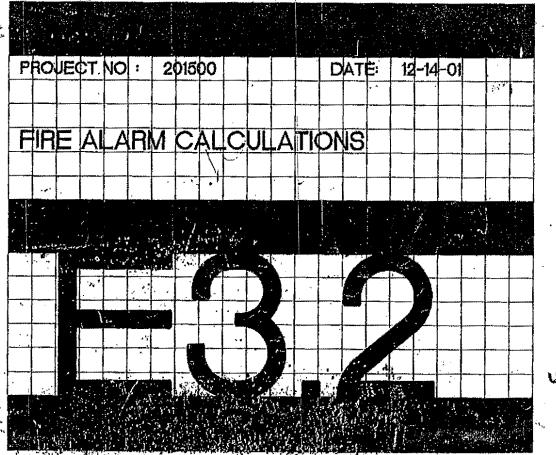


UNIFIED





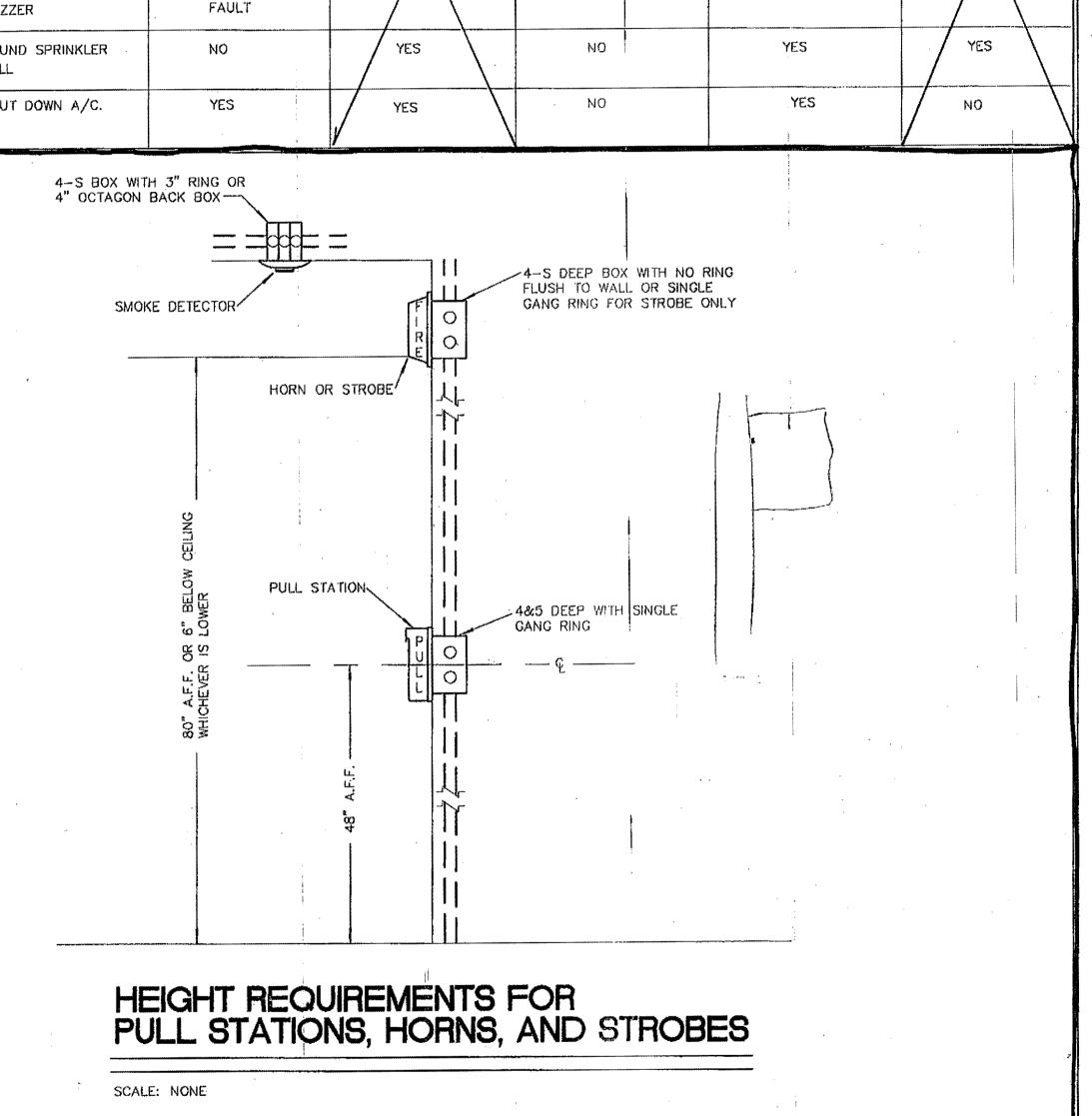


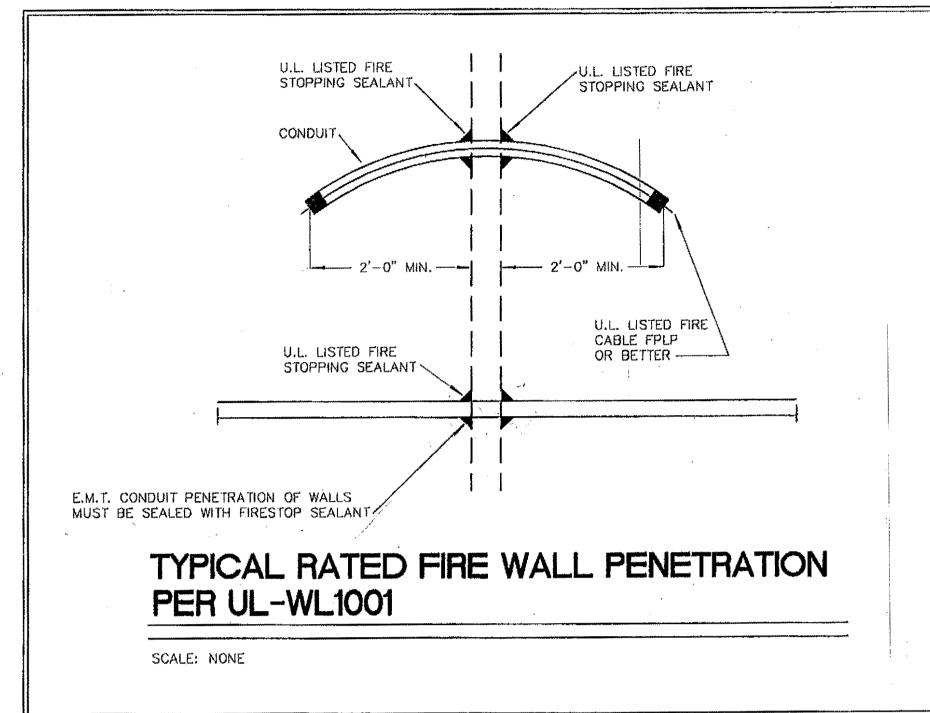


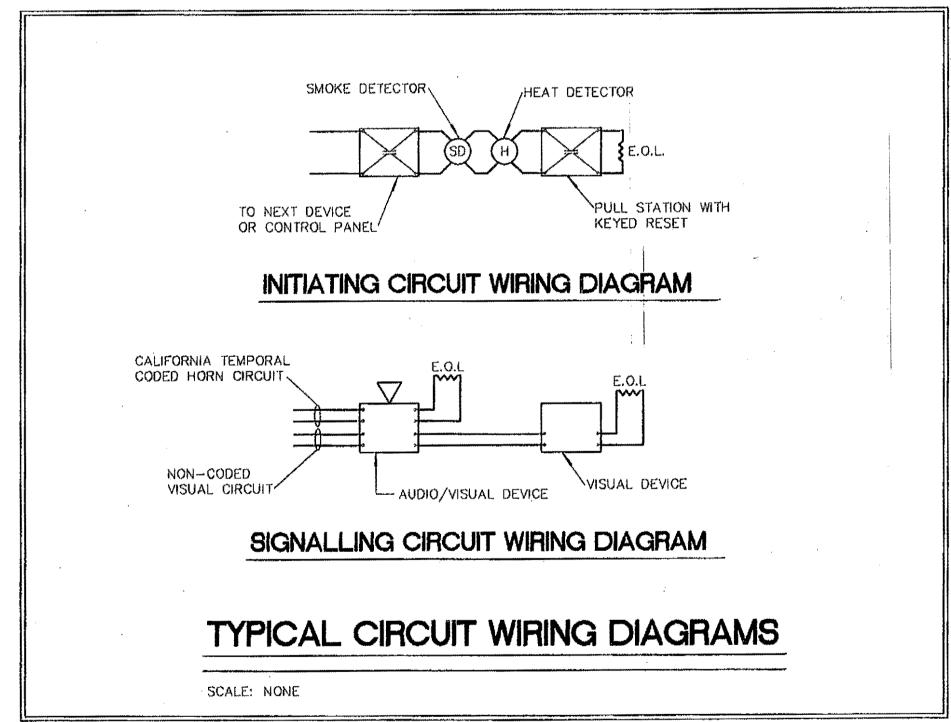
DSA STAMP

	TINE ALANK	SEQUENCE			
ACTION	PULL STATION, CEILING SMOKE DETECTOR, OR MONITOR MODULE	SPRINKLER SYSTEM WATER FLOW	AC POWER FAILURE	DUCT SMOKE DETECOR	SPRINKLER SYSTEM TAMPER SWITCH
SOUND ALARM THROUGHTOUT BLDG.	YES	YES	NO	YES	NO .
ACTIVATE RELAY FOR MONITORING	YES	YES	YES	YES	YES
ANNUNICATE AT PANEL	YES	YES	YES	ON WIRING FAULT	YES
SOUND TROUBLE BUZZER	ON WIRING FAULT	y Es \	YES	NO	YES
SOUND SPRINKLER BELL	NO	YES	NO	YES	YES
SHUT DOWN A/C.	YES	YES	, NO	YES	NO
4-S BOX WIT 4" OCTAGON	H 3" RING OR				
7 33:77301	-	_			,

War Man







FIRE ALARM GENERAL NOTES:

1. THE FIRE ALARM SYSTEM SHALL BE IN ACCORDANCE WITH THE

- 1990 CALIFORNIA CODE OF REGULATIONS, TITLE 24, PART 2, SECTION 305.9, AND THE CFC.
- 2. THE FIRE ALARM SYSTEM SHALL BE A POWER LIMITED INDEPENDENT LOCAL ALARM SYSTEM PER 1996 NFPA 72, 1996 CEC.
- 3. 120 VOLT AC, 80HZ, INPUT POWER FOR FIRE ALARM CONTROL PANEL SHALL BE A DEDICATED, LOCKING CIRCUIT BREAKER PROPERLY LABELED "FIRE ALARM" PER 1996 NFPA 72.
- 4. PENETRATIONS OF FIRE RATED ASSEMBLIES SHALL BE PROTECTED BY A U.L. APPROVED FIRE STOP SYSTEM, PER CEC ARTICLE 300, SECTION 300-21.
- 5. AUDIBILITY OF FIRE ALARM SYSTEM SHALL BE A MINIMUM OF 15 DECIBELS ABOVE AMBIENT NOISE LEVELS PER CFC ARTICLE 1007.
- 6. UPON THE COMPLETION OF WORK UNDER THIS CONTRACT, A SATISFACTORY
 TEST OF THE FIRE ALARM SYSTEM SHALL BE PERFORMED IN THE PRESENCE
 OF THE AUTHORITY HAVING JURISDICTION, PER 1996 NFPA 72, SECTION 2-5-1

APPLICABLE CODES:

1998 BUILDINGS STANDARDS ADMINISTRATIVE CODE, PART 1, TITLE 24 C.C.R.
1998 CALIFORNIA BUILDING CODE (CBC), PART 2, TITLE 24 C.C.R. (1997 UNIFORM
BUILDING CODE, VOLUMES 1-3 AND 1998 CALIFORNIA AMENDMENTS)
1998 CALIFORNIA ELECTRICAL CODE (CEC), PART 3, TITLE 24 C.C.R. (1996 NATIONAL
ELECTRICAL CODE AND 1996 CALIFORNIA AMENDMENTS)
1998 CALIFORNIA MECHANICAL CODE (CMC), PART 4, TITLE 24 C.C.R. (1997 UNIFORM
MECHANICAL CODE AND 1998 CALIFORNIA AMENDMENTS)
1998 CALIFORNIA FIRE CODE (CFC), PART 9, TITLE 24 C.C.R. (1997 UNIFORM FIRE
CODE AND 1998 CALIFORNIA AMENDMENTS)
1990 CALIFORNIA REFERENCED STANDARDS CODE, PART 12, TITLE 24 C.C.R.
TITLE 19, C.C.R.PUBLIC SAFETY, STATE FIRE MARSHALL REGULATIONS.

STANDARDS AND GUIDES:

NFPA 72 NATIONAL FIRE ALARM CODES (CALIFORNIA AMENDED) 1996 EDITION (SEE UL STANDARD 1971 FOR "VISUAL DEVICES")

REFERENCE CODE SECTION FOR NFPA STANDARDS - CBC (SFM) 3503.1.3

FIRE ALARM SCOPE

PROVIDE NEW CONTROL PANEL. DEVICES PER FLOOR PLANS AND WIRING FOR A COMPLETE OPERATIONAL SYSTEM PER NOTES AND SPECIFICATIONS (SEE FIRE ALARM GENERAL NOTES, THIS SHEET). THIS IS PRIMARILY A MANUAL SYSTEM.

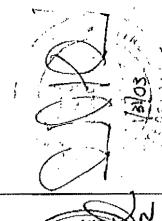
FIRE ALARM SYSTEM INTEGRATION NOTES:

1. ALL DEVICES ARE TO BE LOCATED PER MOUNTING HEIGHT DETAIL ON SHEET E3.3.
2. AUDIBLE DEVICES SHALL SOUND THE CALIFORNIA UNIFORM FIRE ALARM SIGNAL.
VISIBLES SHALL HAVE A FLASH RATE OF 1 FLASH PER SECOND MINIMUM 3 FLASHES
PER SECOND MAXIMUM.

FIRE ALARM INSTALLATION REQUIREMENTS

- 1. THE SYSTEM SHALL CONFORM TO TITLE 19 AND TITLE 24 AS APPLICABLE TO THIS PROJECT.
 2. UPON COMPLETION OF INSTALLATION THE SYSTEM SHALL BE TESTED IN THE PRESENCE OF
- AND IN A MANNER ACCEPTABLE TO THE LOCAL ENFORCING AUTHORITY.

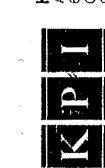
 3. PENETRATIONS OF FIRE RATED WALLS SHALL BE PROTECTED IN ACCORDANCE WITH CBC, TITLE 24. PART 2 (SEE DETAIL SHEET E3.3)
- 4. ALL WIRE WIRE SHALL BE STRANDED COPPER, #12 AWG, THWN INSTALLATION, UNLESS OTHERWISE NOTED.
- 5. SEE DETAIL SHEET E3.3 FOR MOUNTING HEIGHTS.
 6. WIRING MUST BE LISTED FOR USE AS REQUIRED BY CEC, TITLE 24, PART 3, ARTICLE 760.

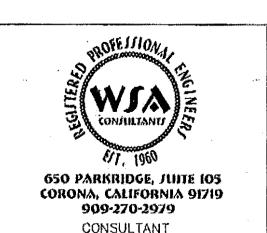


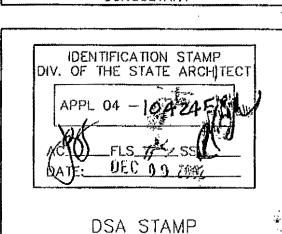


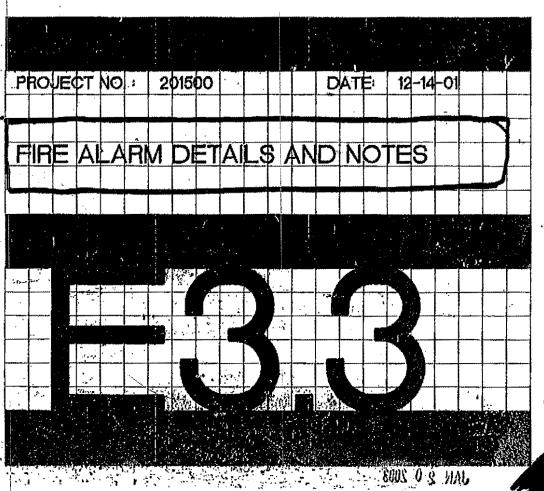
SCHOOL DISTRICT
BUTTERFIELD ELEMENTARY SCHO

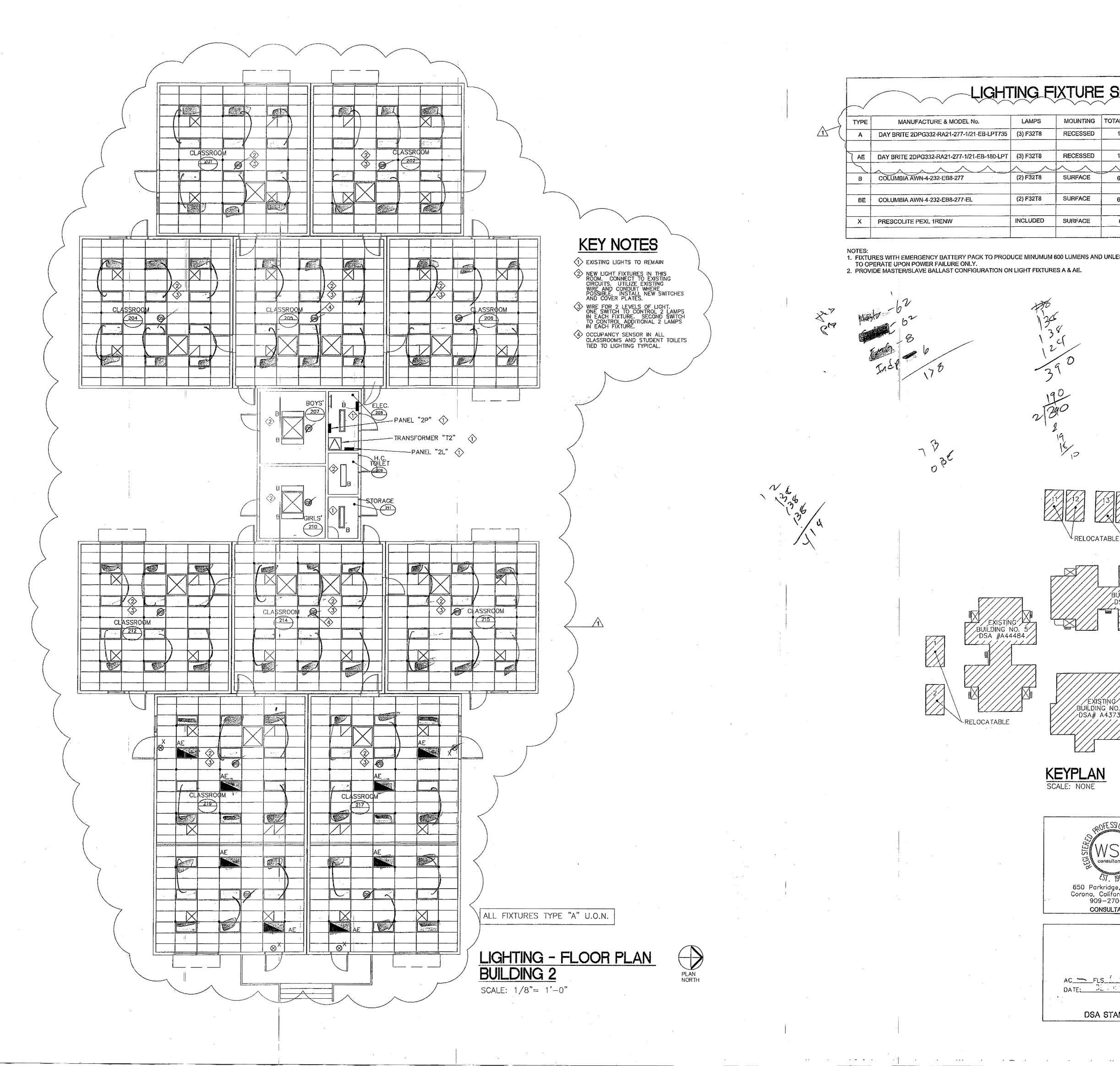
KPI Architects Inc.
Architecture, Planning, Interior Design 650 East Parkridge Avenue, Suite 105 Corona, California 92879-1092 909-270-2979 Fax: 909-270-2947





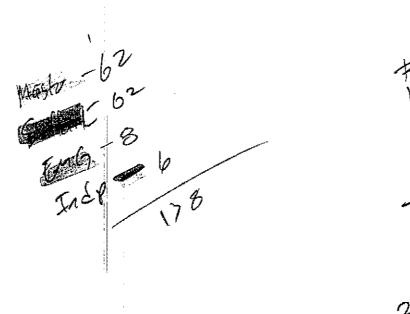


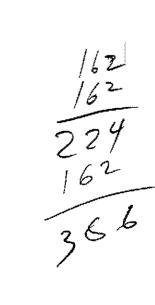


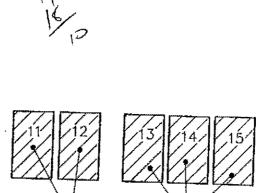


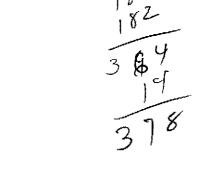
LIGHTING FIXTURE SCHEDULE MOUNTING TOTAL WATTS REMARKS MANUFACTURE & MODEL No. A DAY BRITE 2DPG332-RA21-277-1/21-EB-LPT735 (3) F32T8 126 2'x4' 3-LAMP W/ ELEC. BALLASTS RECESSED AE DAY BRITE 2DPG332-RA21-277-1/21-EB-180-LPT (3) F32T8 2'x4' 3-LAMP W/ ELEC, BALLASTS & BATTERY RECESSED B COLUMBIA AWN-4-232-E88-277 (2) F32T8 SURFACE 2-LAMP WRAPAROUND W/ ELEC. BALLASTS (2) F32T8 SURFACE 2-LAMP WRAPAROUND W/ ELEC. BALLASTS & BATTERY BE | COLUMBIA AWN-4-232-E88-277-EL INCLUDED SURFACE ILLUMINATED EXIT SIGN W/ BATTERY PRESCOLITE PEXL 1RENW

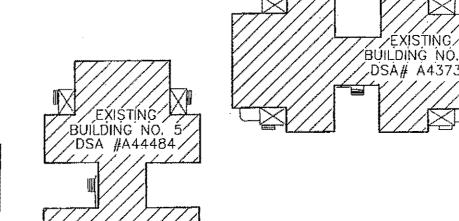
FIXTURES WITH EMERGENCY BATTERY PACK TO PRODUCE MINUMUM 600 LUMENS AND UNLESS NOTED OTHERWISE TO OPERATE UPON POWER FAILURE ONLY.
 PROVIDE MASTER/SLAVE BALLAST CONFIGURATION ON LIGHT FIXTURES A & AE.

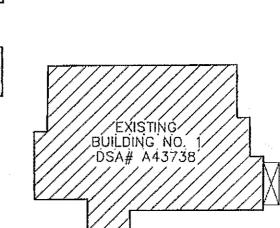


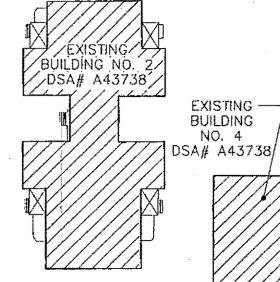


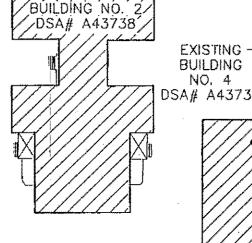




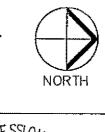








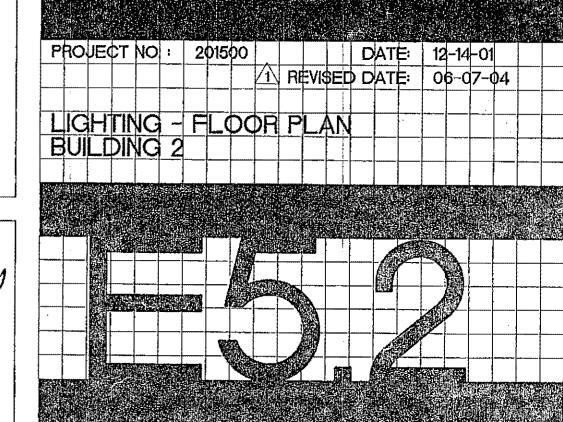




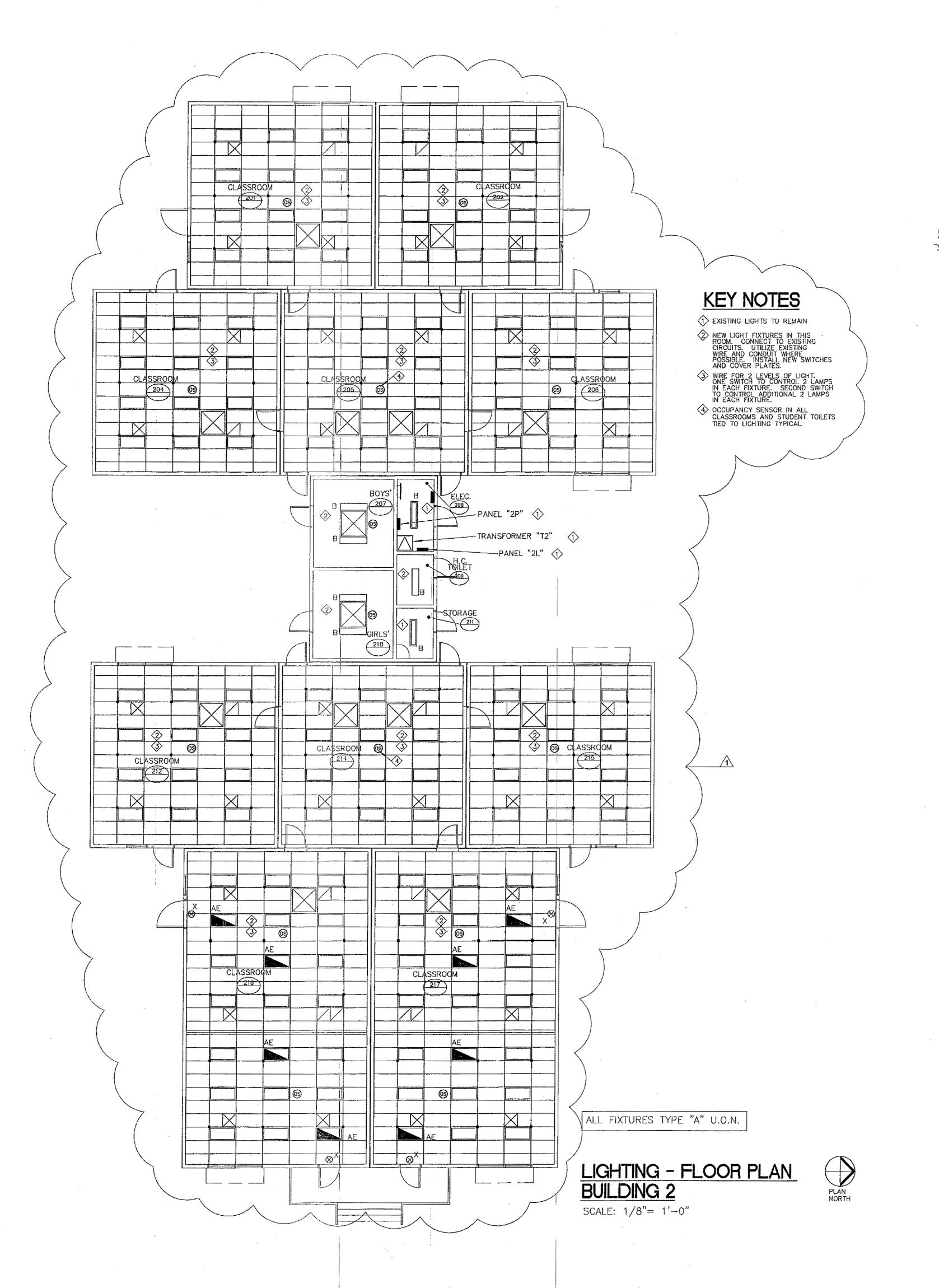
650 Parkridge, Suite 105 Corona, California 91719 909-270-2979

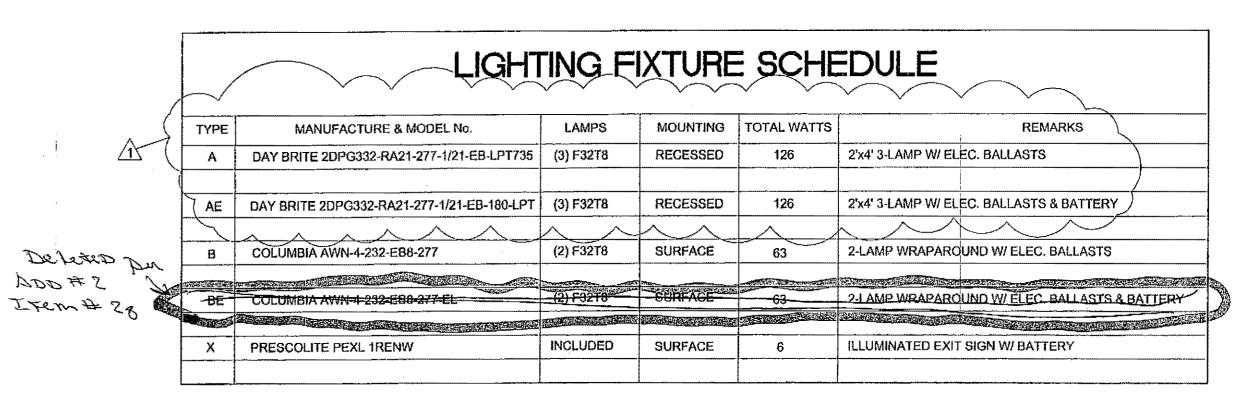
DSA STAMP





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TRICT





NOTES:

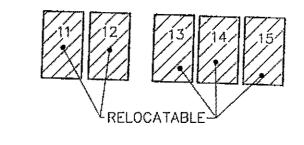
1. FIXTURES WITH EMERGENCY BATTERY PACK TO PRODUCE MINUMUM 600 LUMENS AND UNLESS NOTED OTHERWISE TO OPERATE UPON POWER FAILURE ONLY.

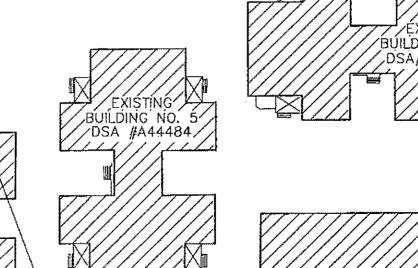
2. PROVIDE MASTER/SLAVE BALLAST CONFIGURATION ON LIGHT FIXTURES A & AE.

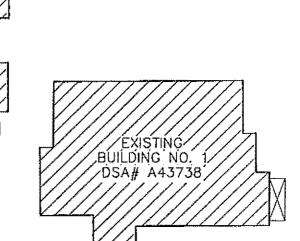
ITEM NO. :28

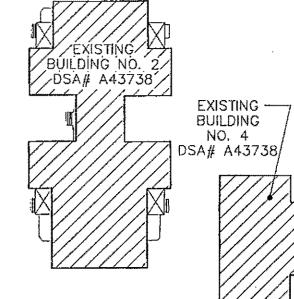
Refer to Lighting Fixture Schedule on Drawings E5.2, E5.5 and E5.7, revised dated June 7, 2004 and delete Fixture BE.

END OF ADDENDUM









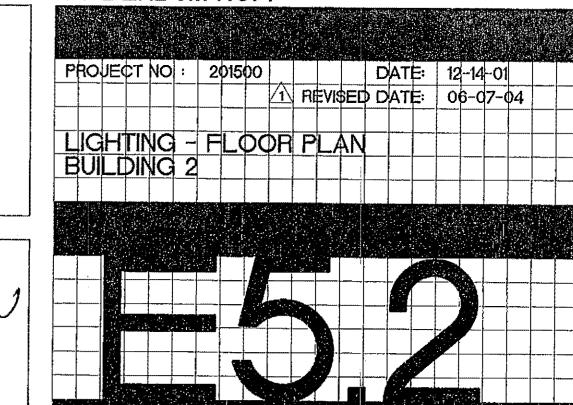


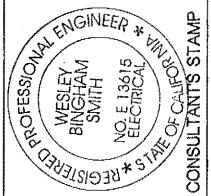
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DSA STAMP

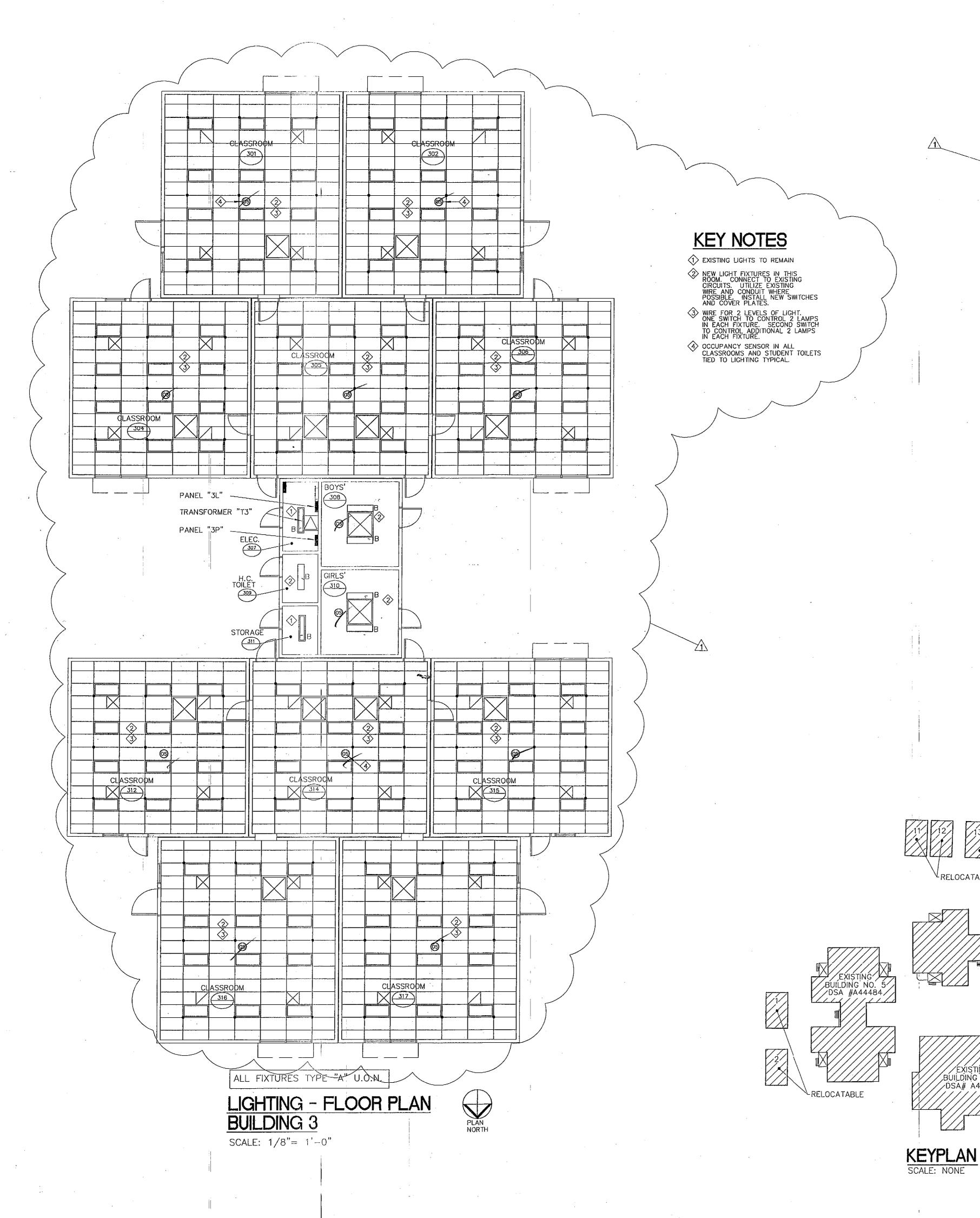
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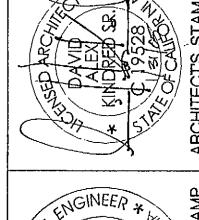


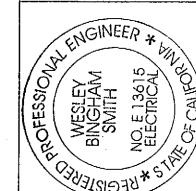
		LIGHT	TING F	IXTURE	SCHE	EDULE
	TYPE	MANUFACTURE & MODEL No.	LAMPS	MOUNTING	FOTAL WATTS	REMARKS
	A	DAY BRITE 2DPG332-RA21-277-1/21-EB-LPT735	(3) F32T8	RECESSED	126	2'x4' 3-LAMP W/ ELEC. BALLASTS
		-				
	AE	DAY BRITE 2DPG332-RA21-277-1/21-EB-180-LPT	(3) F32T8	RECESSED	126	2'x4' 3-LAMP W/ ELEC. BALLASTS & BATTERY
	В	COLUMBIA AWN-4-232-EB8-277	(2) F32T8	SURFACE	63	-2-LAMP WRAPAROUND W/ ELEC. BALLASTS
	BE	COLUMBIA AWN-4-232-EB8-277-EL	(2) F32T8	SURFACE	63	2-LAMP WRAPAROUND W/ ELEC. BALLASTS & BATTERY
ĺ						
	Х	PRESCOLITE PEXL 1RENW	INCLUDED	SURFACE	6	ILLUMINATED EXIT SIGN W/ BATTERY
	BE	COLUMBIA AWN-4-232-EB8-277-EL	(2) F32T8	SURFACE	63	2-LAMP WRAPA ROUND W/ ELEC. BALLA

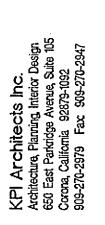
NOTES:

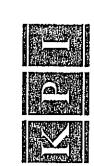
1. FIXTURES WITH EMERGENCY BATTERY PACK TO PRODUCE MINUMUM 600 LUMENS AND UNLESS NOTED OTHERWISE TO OPERATE UPON POWER FAILURE ONLY.

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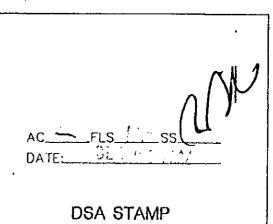


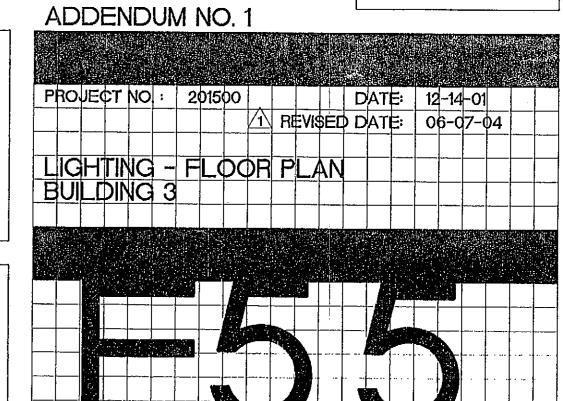


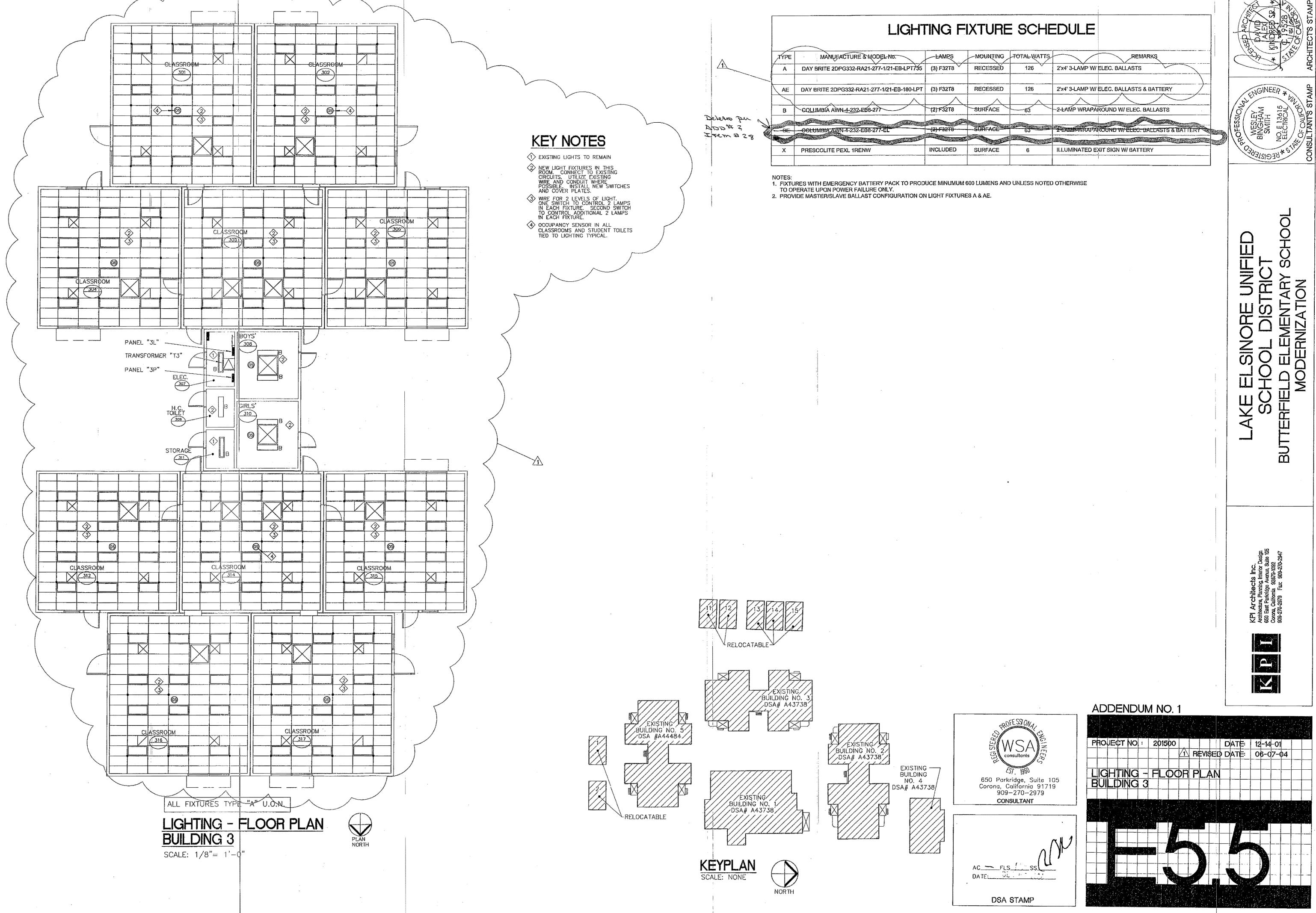


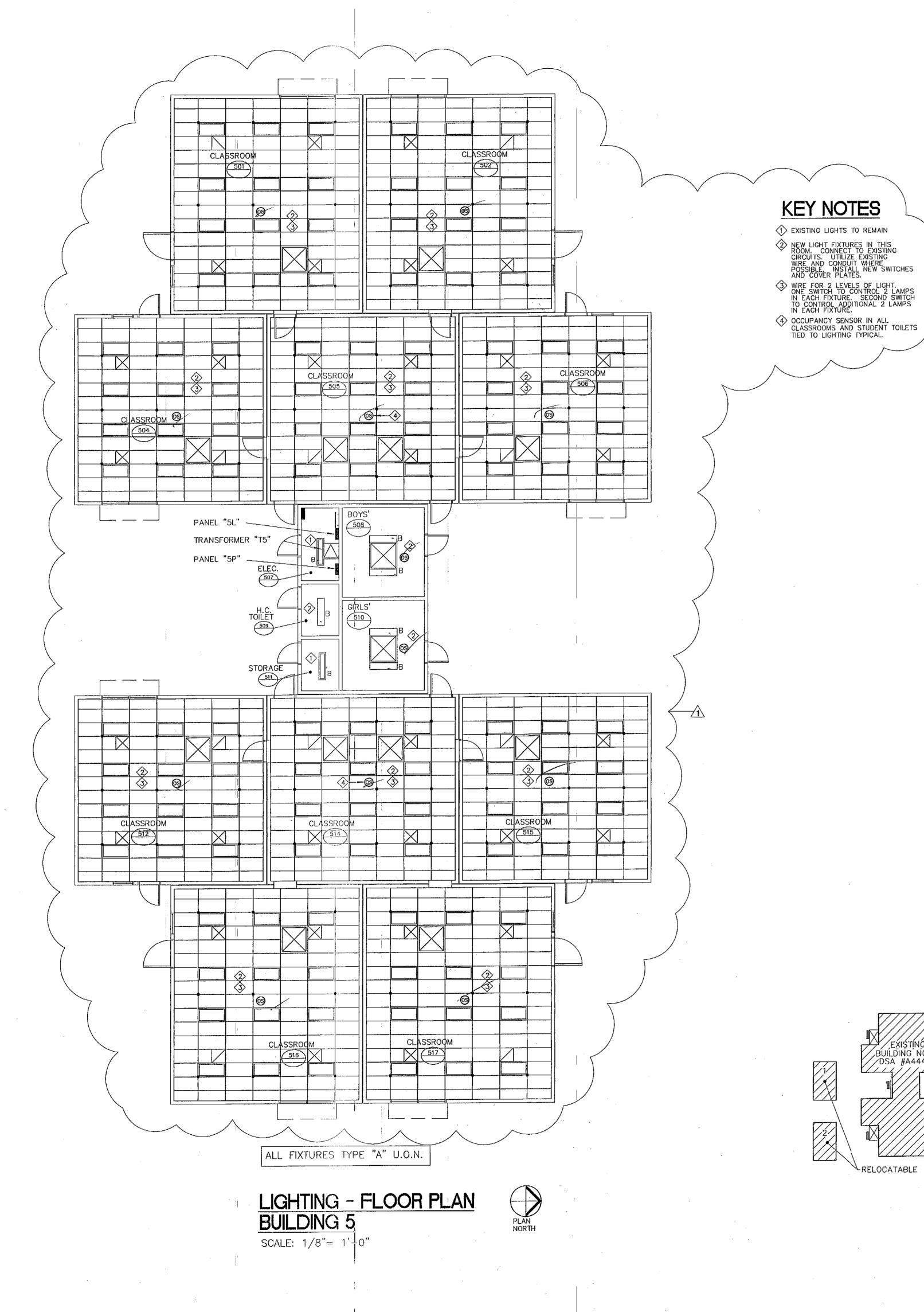






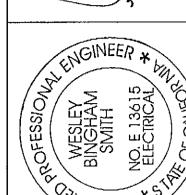






_		LIGHT	ING F	IXTURE	SCHE	EDULE
, (TYPE	MANUFACTURE & MODEL No.	LAMPS	MOUNTING	TOTAL WATTS	REMARKS
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	В	COLUMBIA AWN-4-232-EB8-277	(2) F32T8	SURFACE	63	2-LAMP WRAPAROUND W/ ELEC. BALLASTS
	BE	COLUMBIA AWN-4-232-EB8-277-EL	(2) F32T8	SURFACE	63	2-LAMP WRAPAROUND W/ ELEC. BALLASTS & BATTERY
	Х	PRESCOLITE PEXL 1RENW	INCLUDED	SURFACE	6	ILLUMINATED EXIT SIGN W/ BATTERY

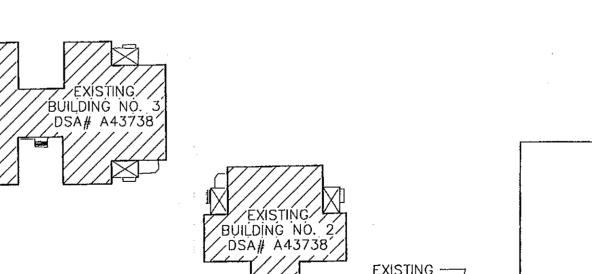
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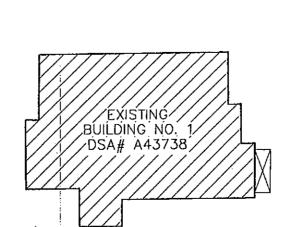


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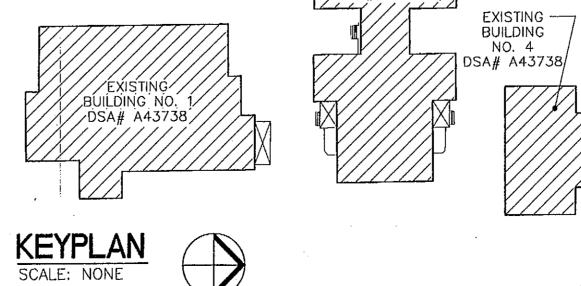


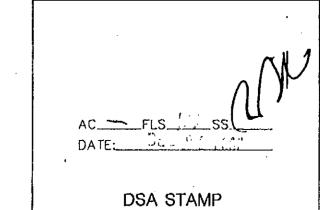


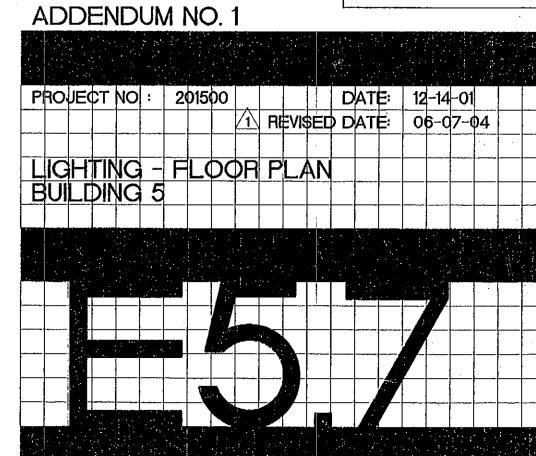


EXISTING VO. 5/ BUILDING NO. 5/ DSA #A44484/

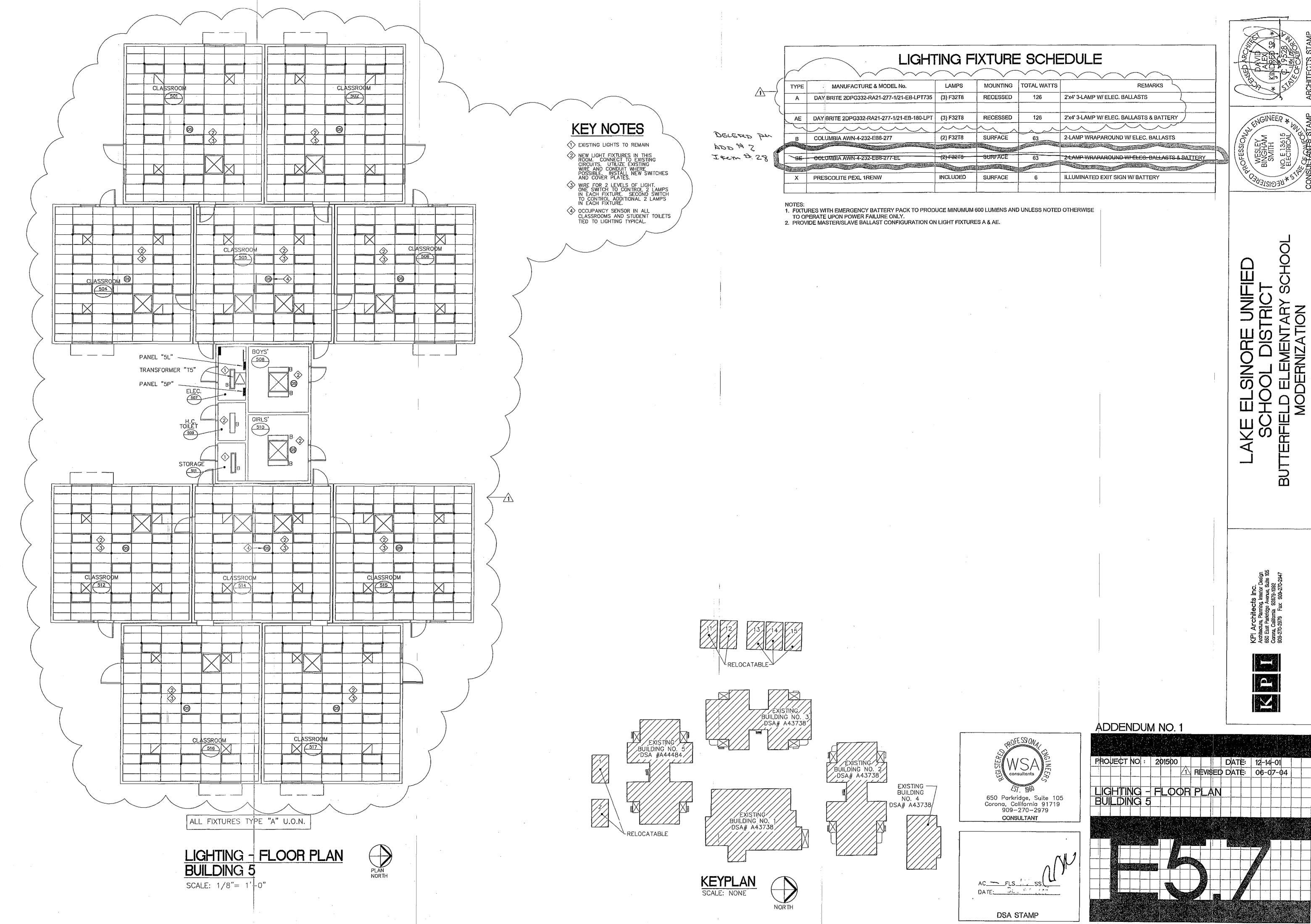
¹RELOCATABLE

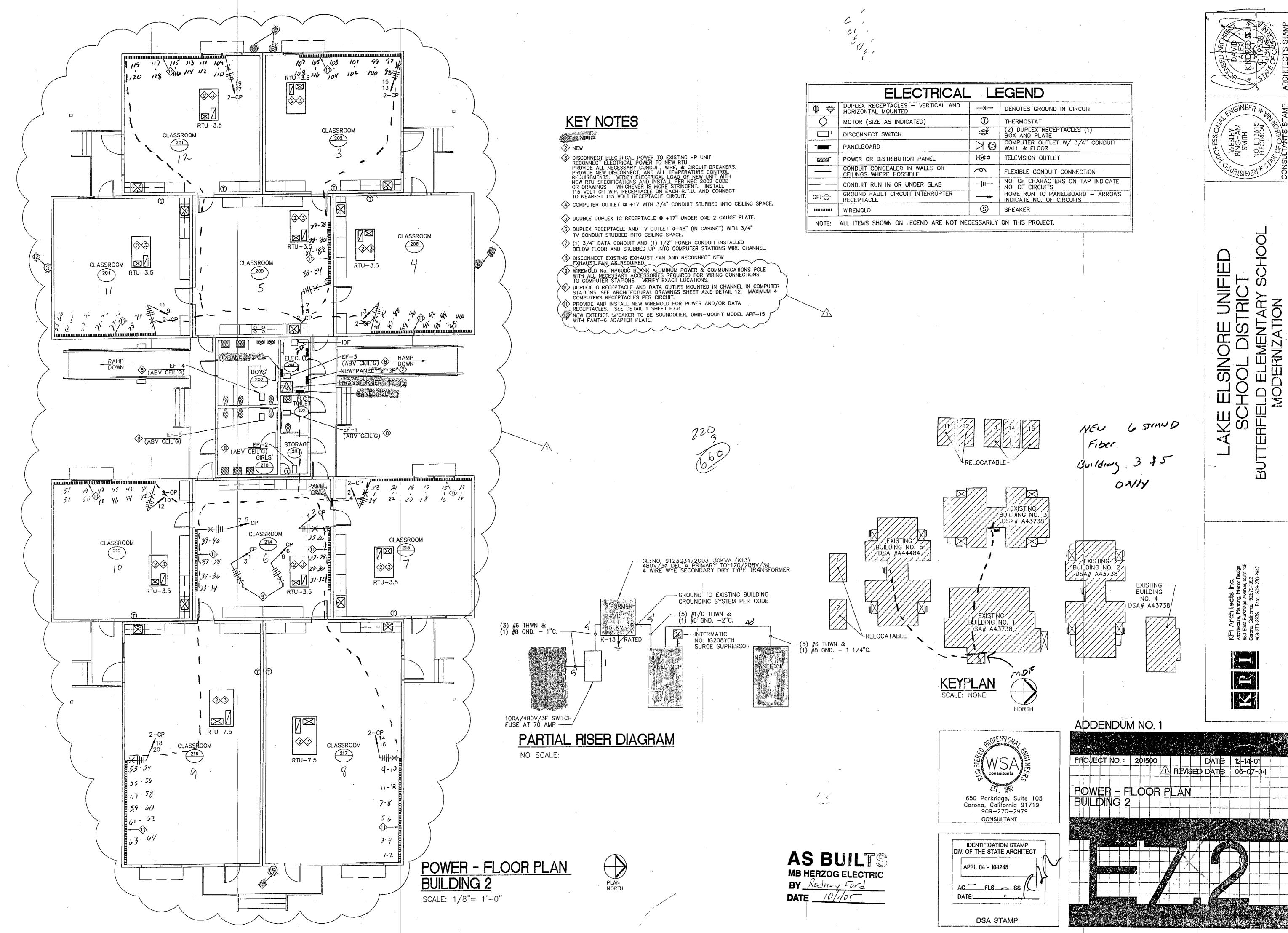


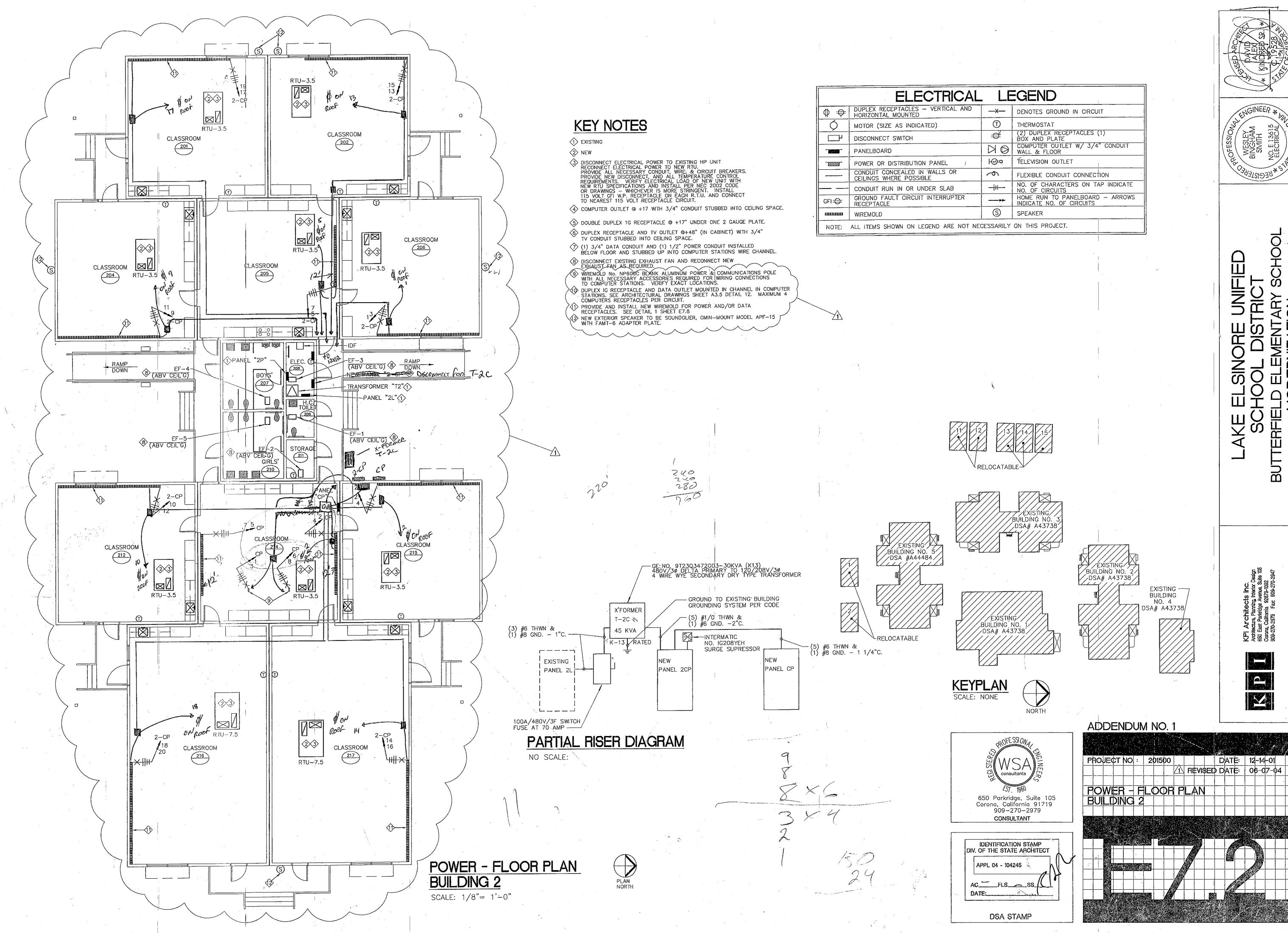


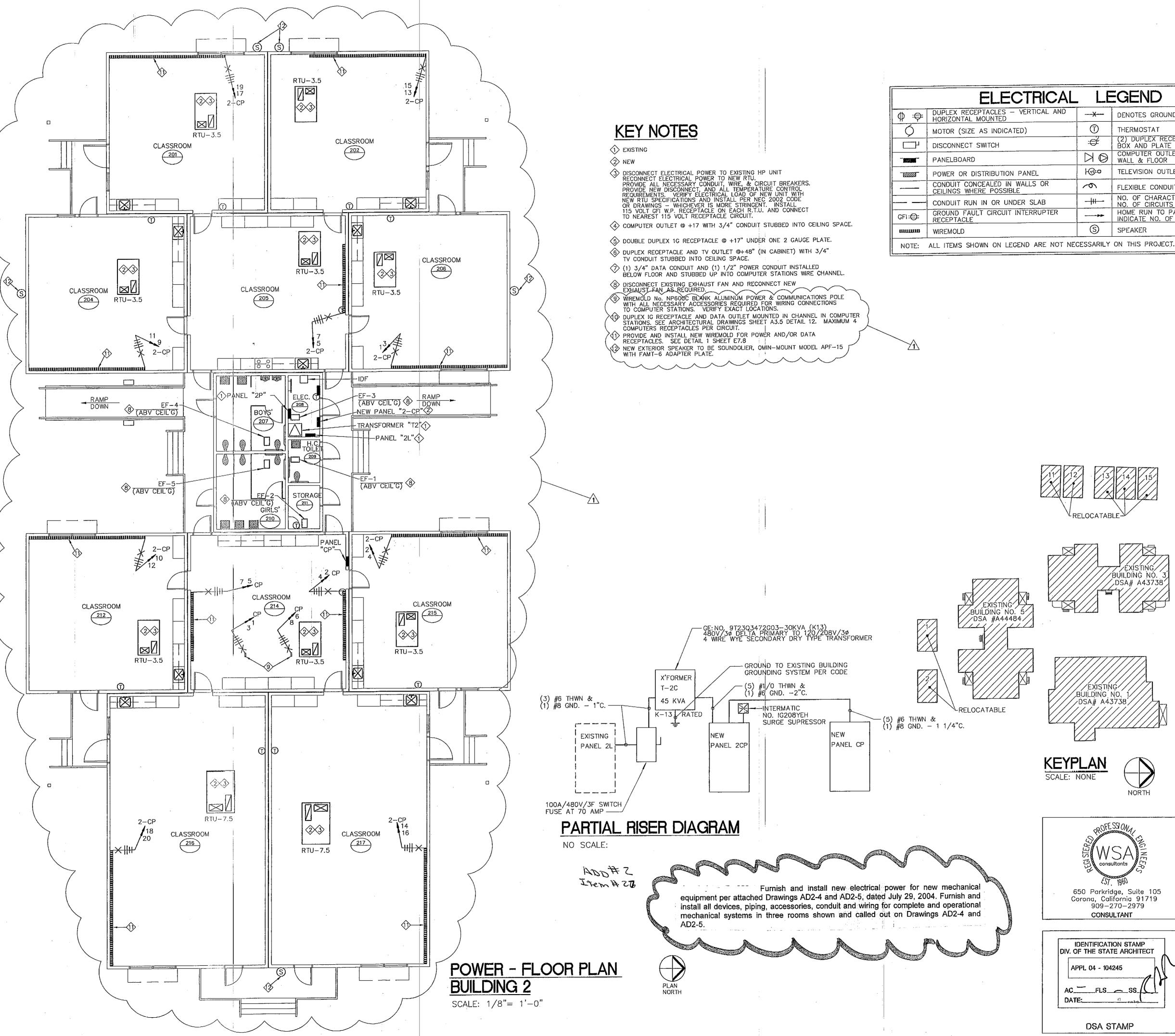


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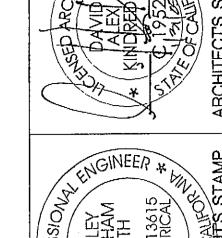


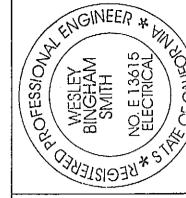


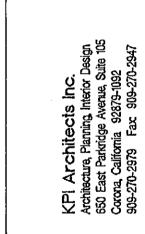




LEGEND ---X--- DENOTES GROUND IN CIRCUIT THERMOSTAT (2) DUPLEX RECEPTACLES (1) BOX AND PLATE COMPUTER OUTLET W/ 3/4" CONDUIT WALL & FLOOR HO:0 | TELEVISION OUTLET FLEXIBLE CONDUIT CONNECTION NO. OF CHARACTERS ON TAP INDICATE NO. OF CIRCUITS HOME RUN TO PANELBOARD - ARROWS INDICATE NO. OF CIRCUITS S SPEAKER









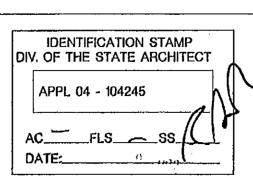


DSA# A43738

ADDENDUM NO. 1

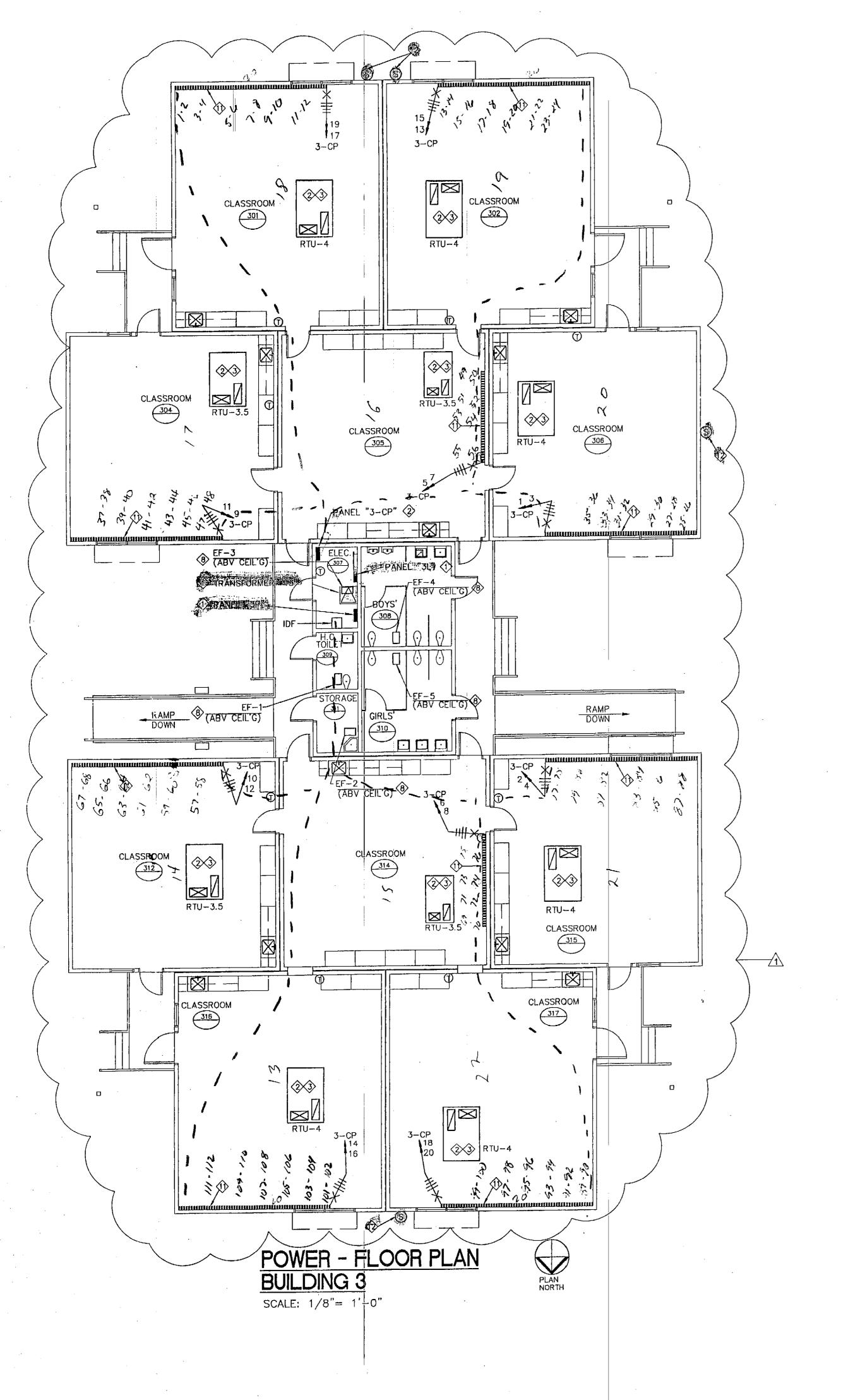
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DSA STAMP



KEY NOTES

1 EXISTING

NO SCALE

2 NEW

DISCONNECT ELECTRICAL POWER TO EXISTING HP UNIT
RECONNECT ELECTRICAL POWER TO NEW RIU.
PROVIDE ALL NECESSARY CONDUIT, WRE, & CIRCUIT BREAKERS.
PROVIDE NEW DISCONNECT, AND ALL TEMPERATURE CONTROL
REQUIREMENTS. VERIFY ELECTRICAL LOAD OF NEW UNIT WITH
NEW RTU SPECIFICATIONS AND INSTALL PER NEC 2002 CODE
OR DRAWINGS - WHICHEVER IS MORE STRINGENT. INSTALL
115 VOLT GFI W.P. RECEPTACLE ON EACH R.T.U. AND CONNECT
TO NEAREST 115 VOLT RECEPTACLE CIRCUIT.

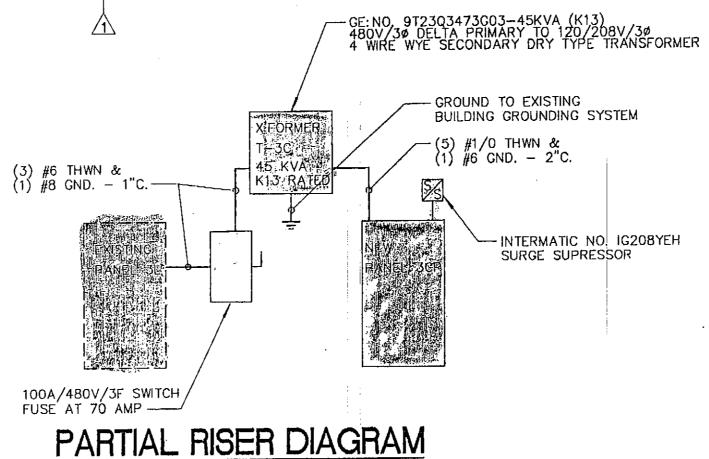
- (4) COMPUTER OUTLET @ +17 WITH 3/4" CONDUIT STUBBED INTO CEILING SPACE.
- (5) DOUBLE DUPLEX 1G RECEPTACLE @ +17" UNDER ONE 2 GAUGE PLATE. 6 DUPLEX RECEPTACLE AND TV OUTLET 6+48" (IN CABINET) WITH 3/4"
 TV CONDUIT STUBBED INTO CEILING SPACE
- (1) 3/4" DATA CONDUIT AND (1) 1/2" POWER CONDUIT INSTALLED BELOW FLOOR AND STUBBED UP INTO COMPUTER STATIONS WIRE CHANNEL.
- B DISCONNECT EXISTING EXHAUST FAN AND RECONNECT NEW EXHAUST FAN AS REQUIRED.

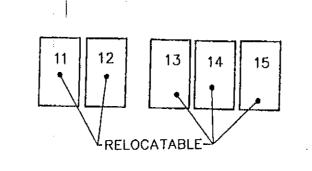
 9 WIREMOUD NO. NP600C BLANK ACUMINUM POWER & COMMUNICATIONS POLE WITH ALL NECESSARY ACCESSORIES REQUIRED FOR WIRING CONNECTIONS TO COMPUTER STATIONS. VERIFY EXACT LOCATIONS.
- DUPLEX IG RECEPTACLE AND DATA OUTLET MOUNTED IN CHANNEL IN COMPUTER STATIONS. SEE ARCHITECTURAL DRAWINGS SHEET A3.5 DETAIL 12. MAXIMUM 4 COMPUTERS RECEPTACLES PER CIRCUIT.

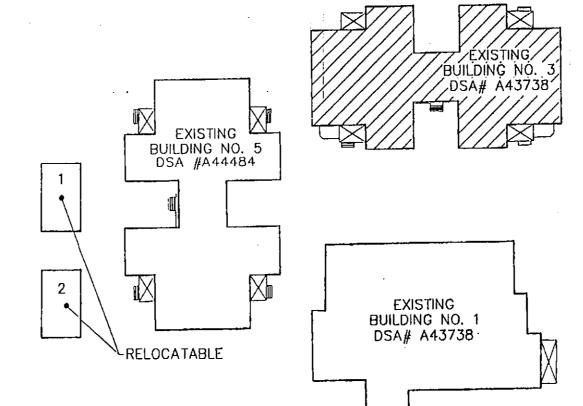
 11 PROVIDE AND INSTALL NEW WIREMOLD FOR ROWER AND/OR DATA

$\langle \Psi \rangle$	PROVIDE AND RECEPTACLES.	INSTALL NEW	WIREMO	OLD FO	R POV	NER A	ND/O	CDAIA	Ą	
(12)	NEW EXTERIOR WITH FAMT-6	SPEAKER TO	BE SO	UNDOL	IER, C	MIN-N	TNUON	MODE	L APF	-15
(~	WITH FAMT-6	ADAPTER PLA	TE.	\wedge	\wedge	^	\wedge	\wedge	_	~

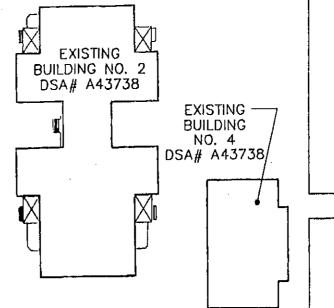
	ELECTRICAL	_ LE	EGEND
ф :Ф=	DUPLEX RECEPTACLES - VERTICAL AND HORIZONTAL MOUNTED	_ × _	DENOTES GROUND IN CIRCUIT
Ó	MOTOR (SIZE AS INDICATED)	(T)	THERMOSTAT
	DISCONNECT SWITCH	:€	(2) DUPLEX RECEPTACLES (1) BOX AND PLATE
7	PANELBOARD	Q K	COMPUTER OUTLET W/ 3/4" CONDUIT WALL & FLOOR
	POWER OR DISTRIBUTION PANEL	H⊕•	TELEVISION OUTLET
	CONDUIT CONCEALED IN WALLS OR CEILINGS WHERE POSSIBLE	6	FLEXIBLE CONDUIT CONNECTION
	CONDUIT RUN IN OR UNDER SLAB		NO. OF CHARACTERS ON TAP INDICATE NO. OF CIRCUITS
GFI:⊜:	GROUND FAULT CIRCUIT INTERRUPTER RECEPTACLE		HOME RUN TO PANELBOARD — ARROWS INDICATE NO. OF CIRCUITS
winan	WIREMOLD	S	SPEAKER

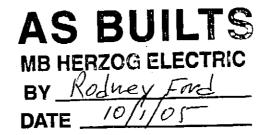


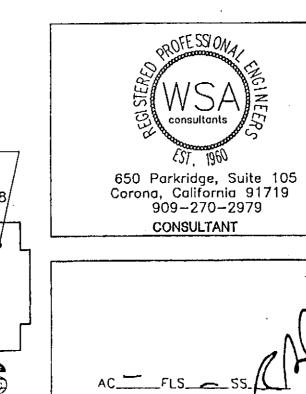


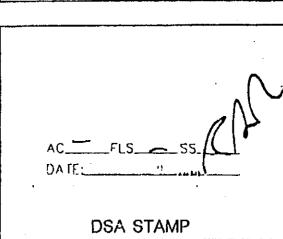


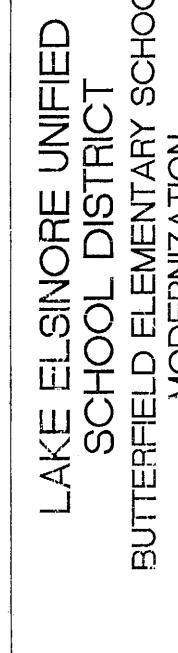




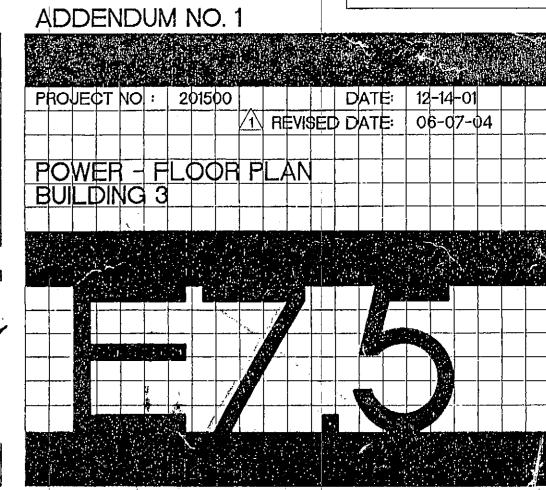


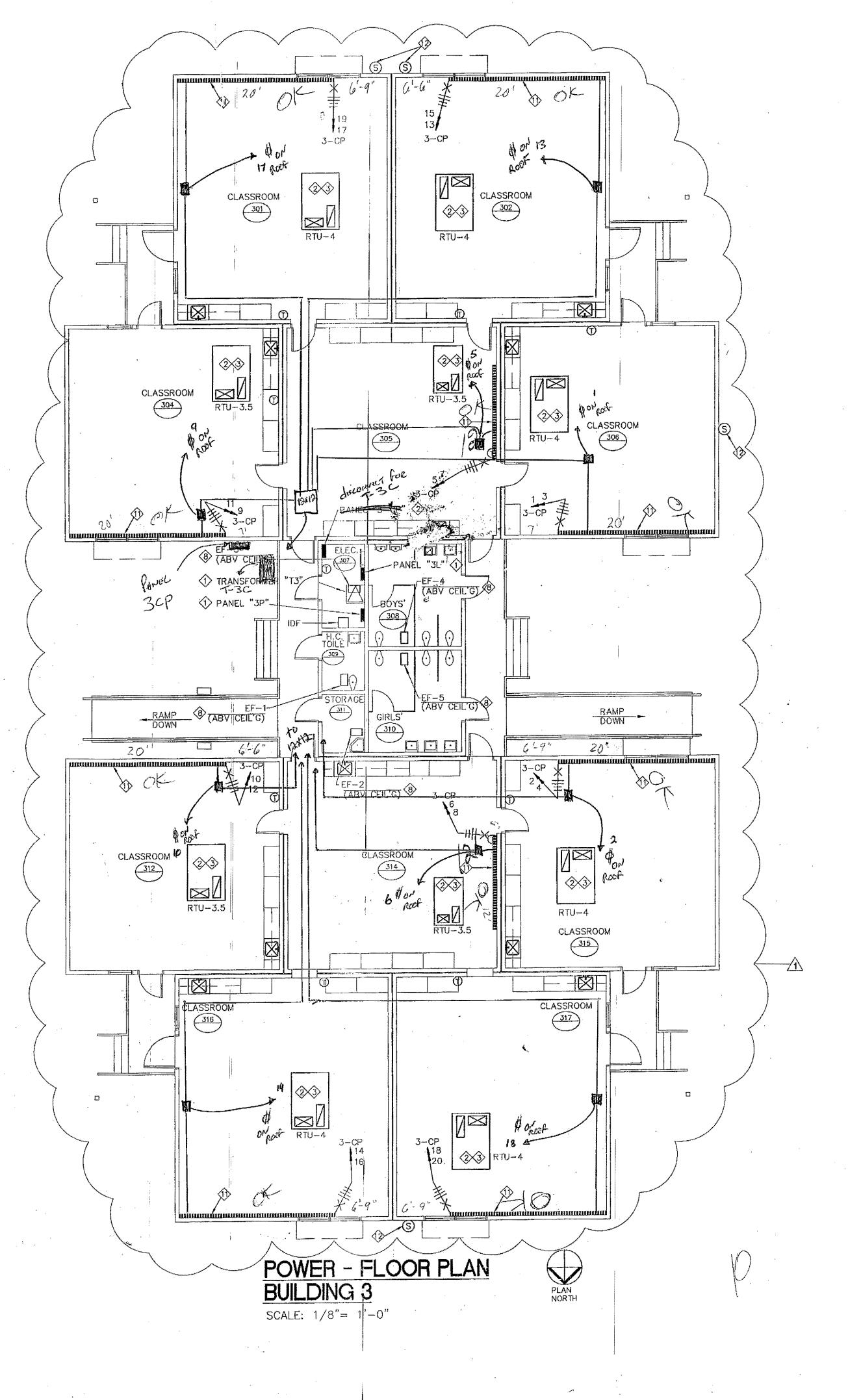


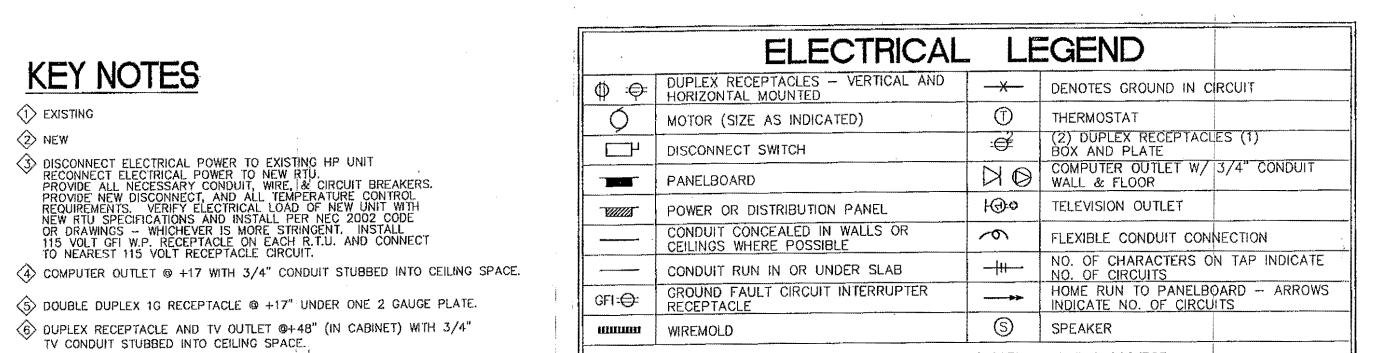




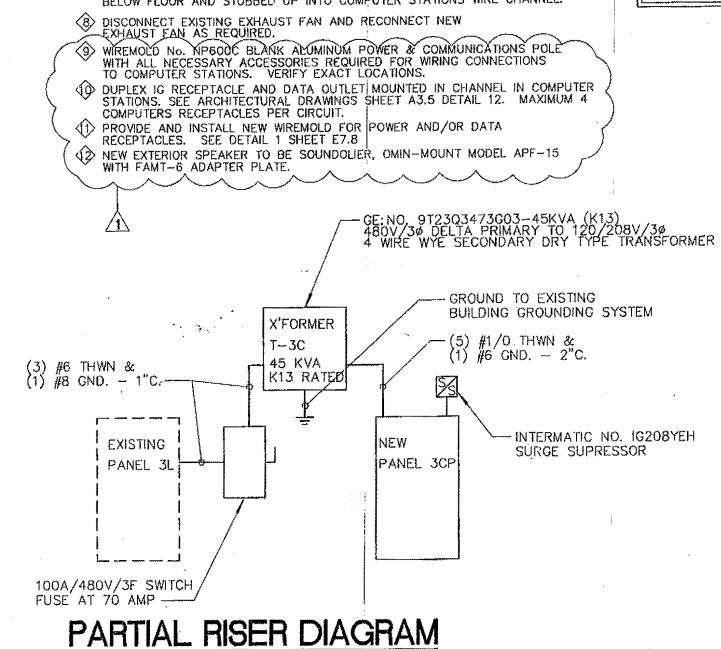






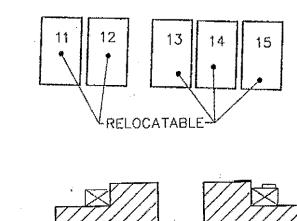


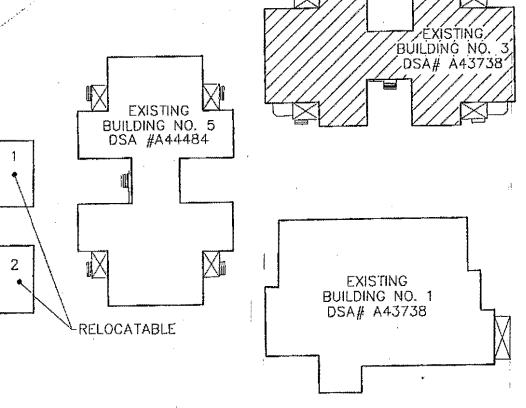
NOTE: ALL ITEMS SHOWN ON LEGEND ARE NOT NECESSARILY ON THIS PROJECT.



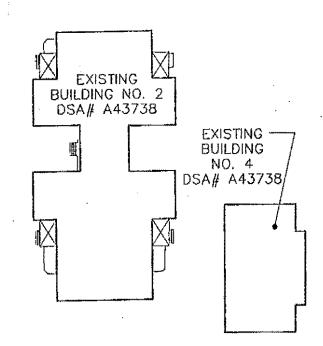
NO SCALE

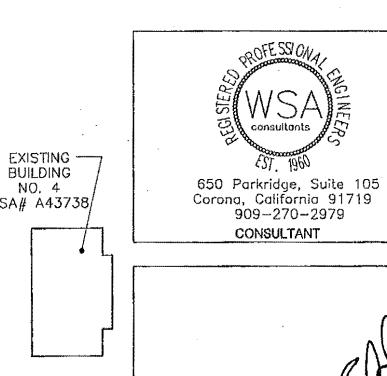
(1) 3/4" DATA CONDUIT AND (1) 1/2" POWER CONDUIT INSTALLED BELOW FLOOR AND STUBBED UP INTO COMPUTER STATIONS WIRE CHANNEL.

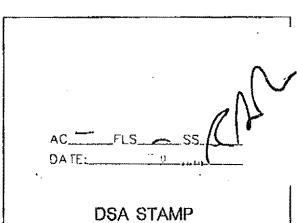


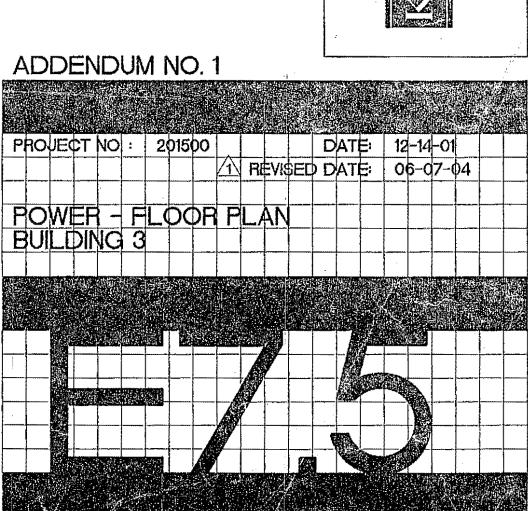


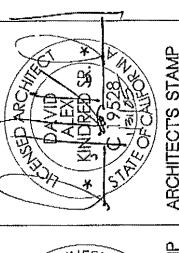


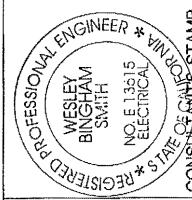




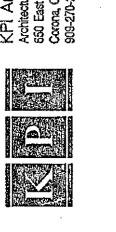


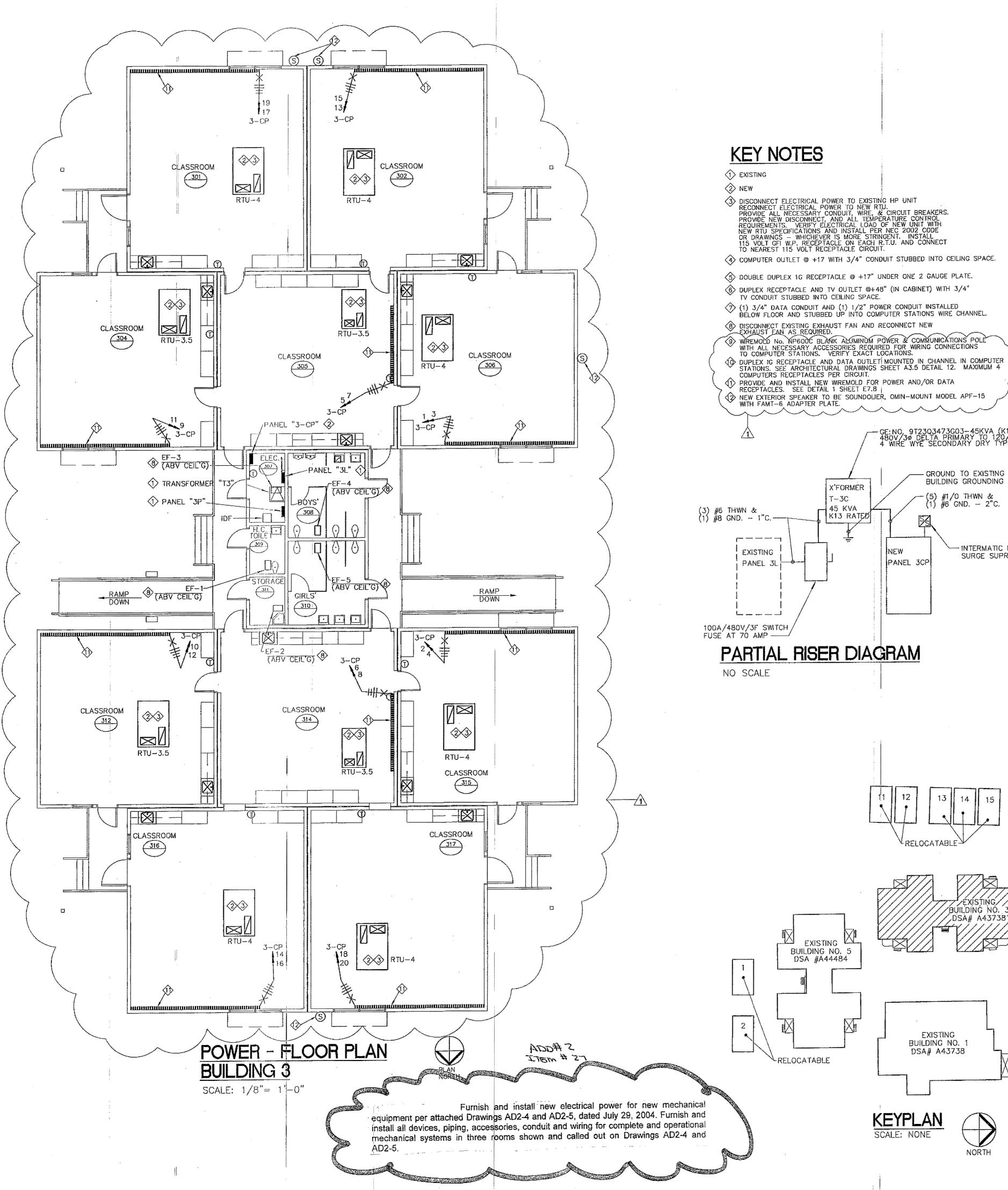


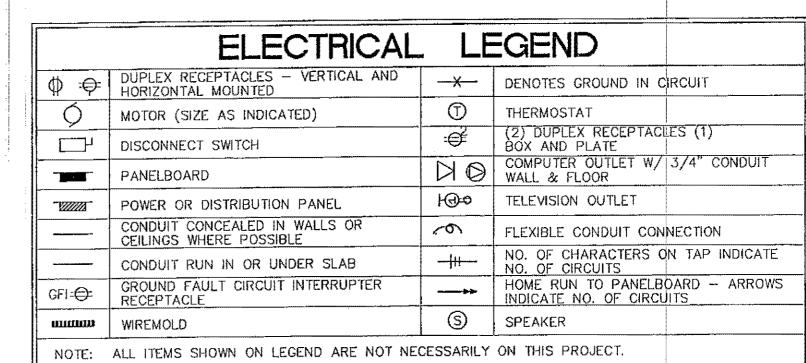






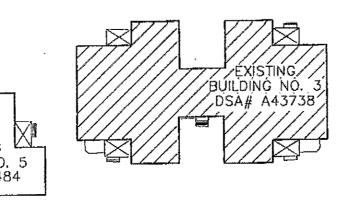


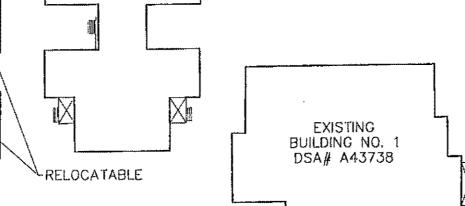




- GROUND TO EXISTING BUILDING GROUNDING SYSTEM (5) #1/0 THWN & (1) #6 GND. - 2"C. K13 RATED - INTERMATIC NO. IG208YEH SURGE SUPRESSOR PANEL 3CP PARTIAL RISER DIAGRAM

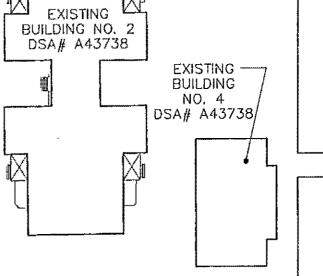
-GE:NO. 9T23Q3473G03-45KVA (K13) 480V/3ø DELTA PRIMARY TO 120/208V/3ø 4 WIRE WYE SECONDARY DRY TYPE TRANSFORMER

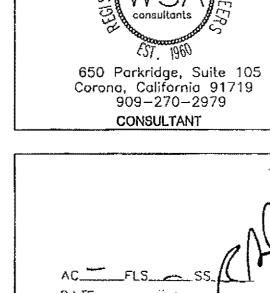


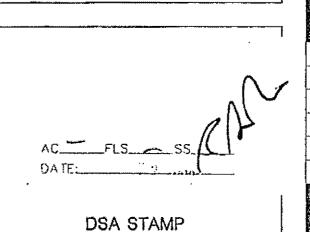


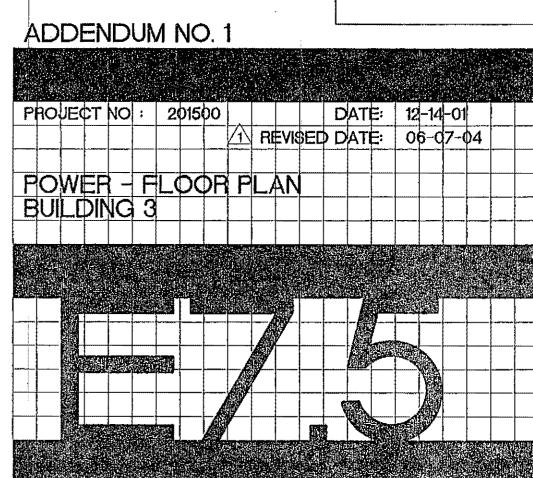
- — — · · · · · · · · · · · ·

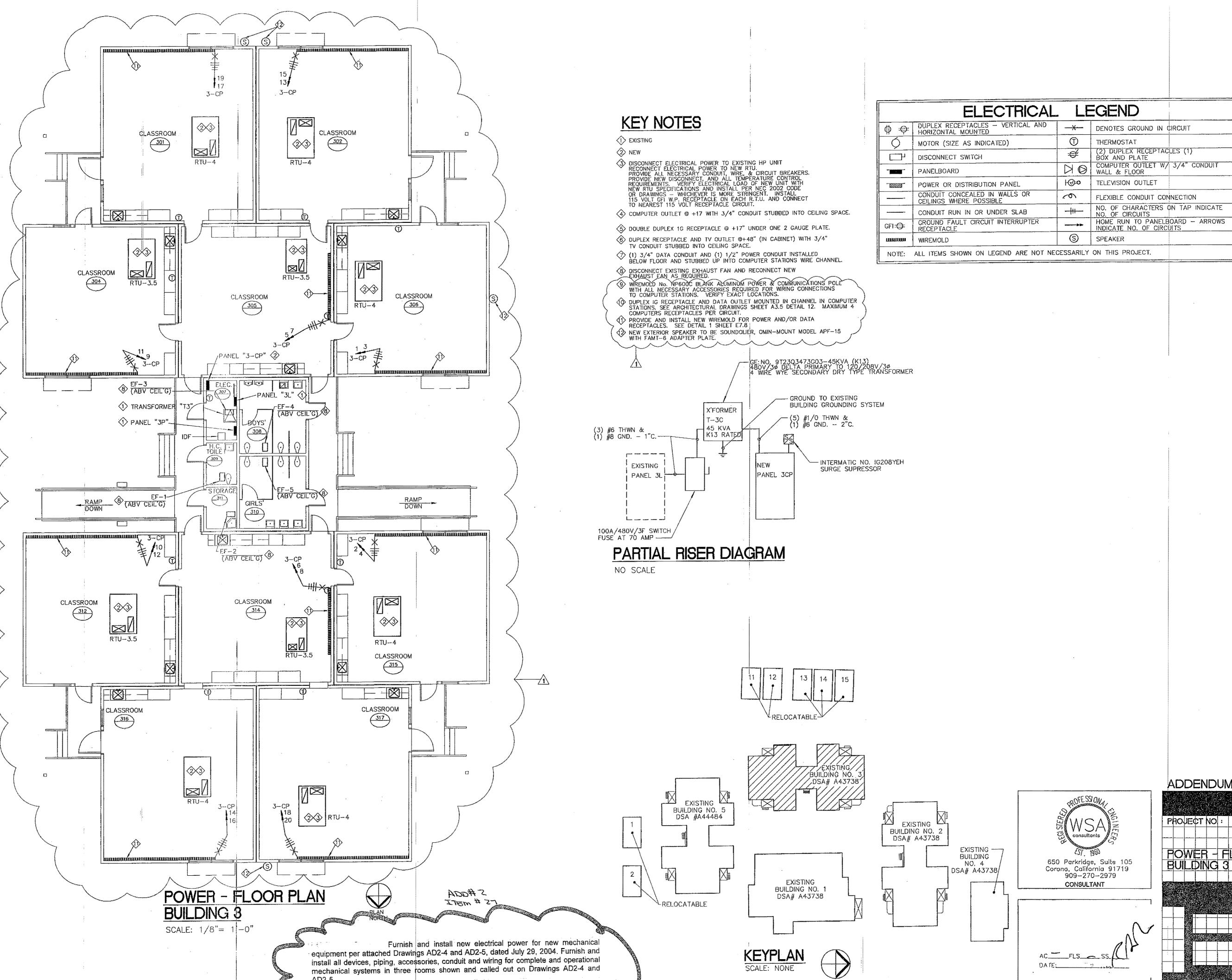


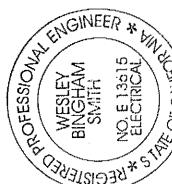


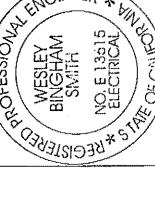










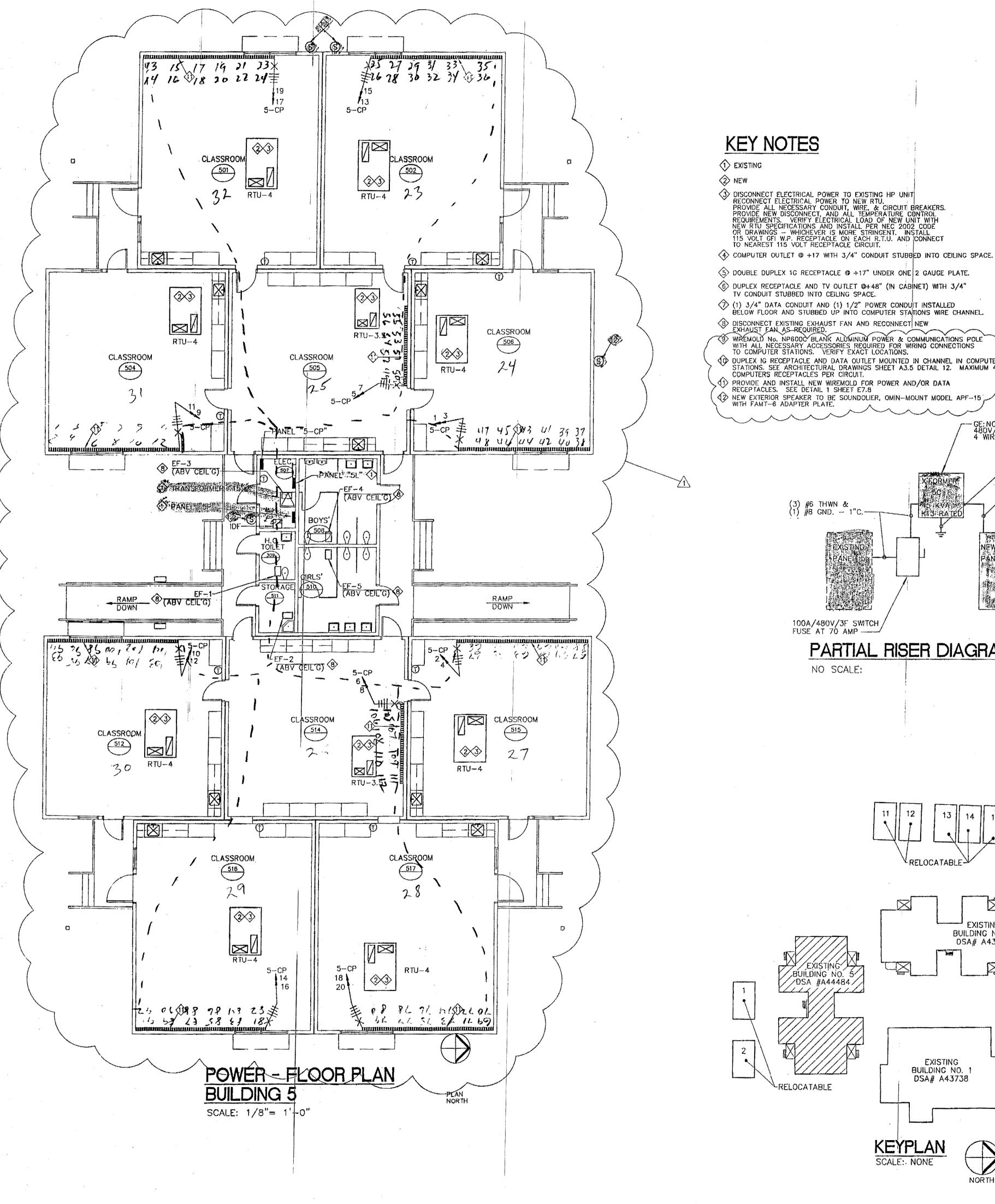


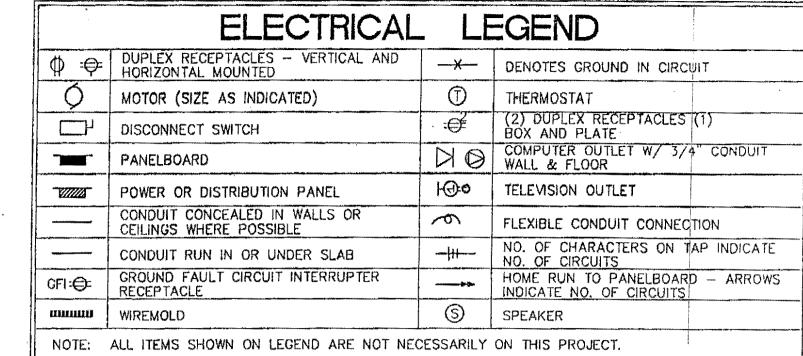


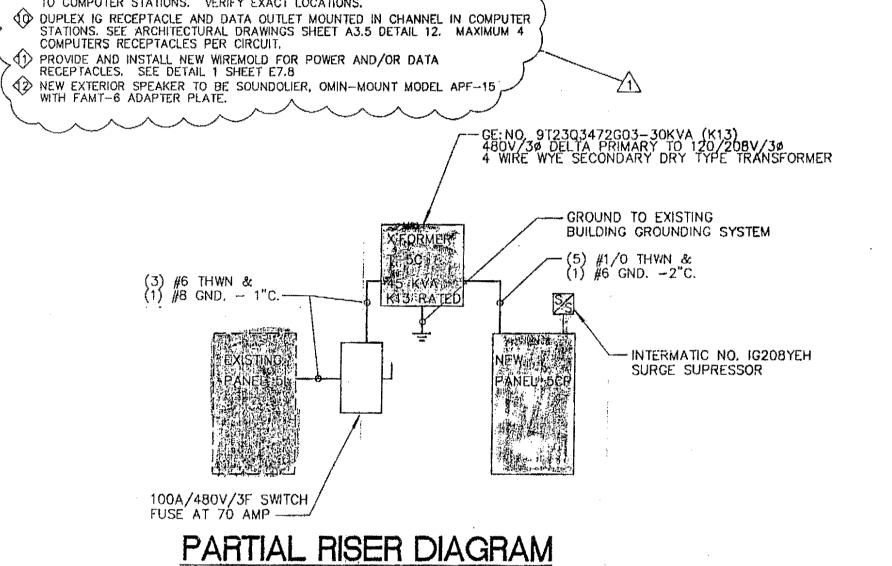


DSA STAMP



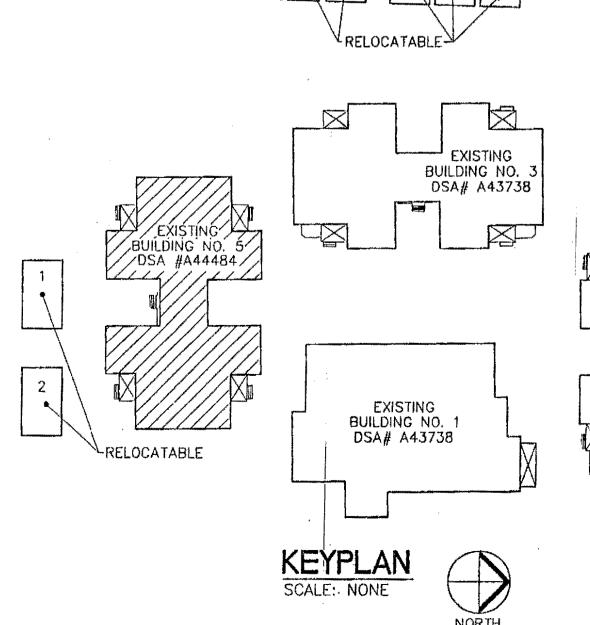


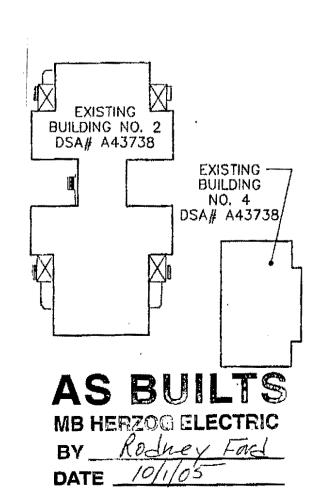


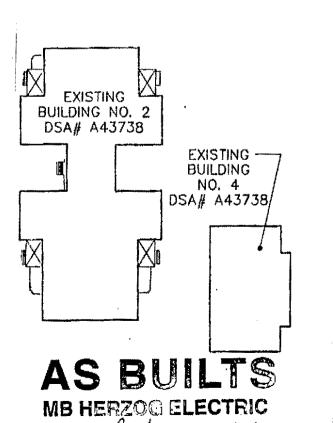


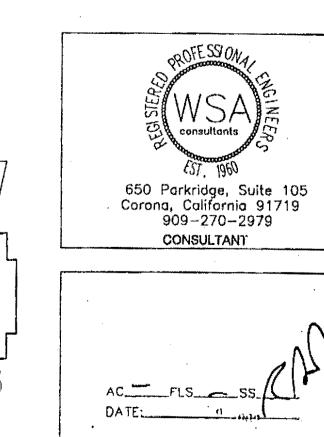
TV CONDUIT STUBBED INTO CEILING SPACE.

NO SCALE:

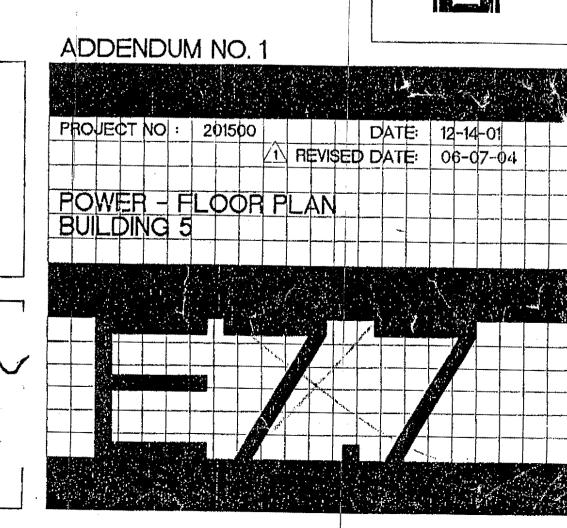




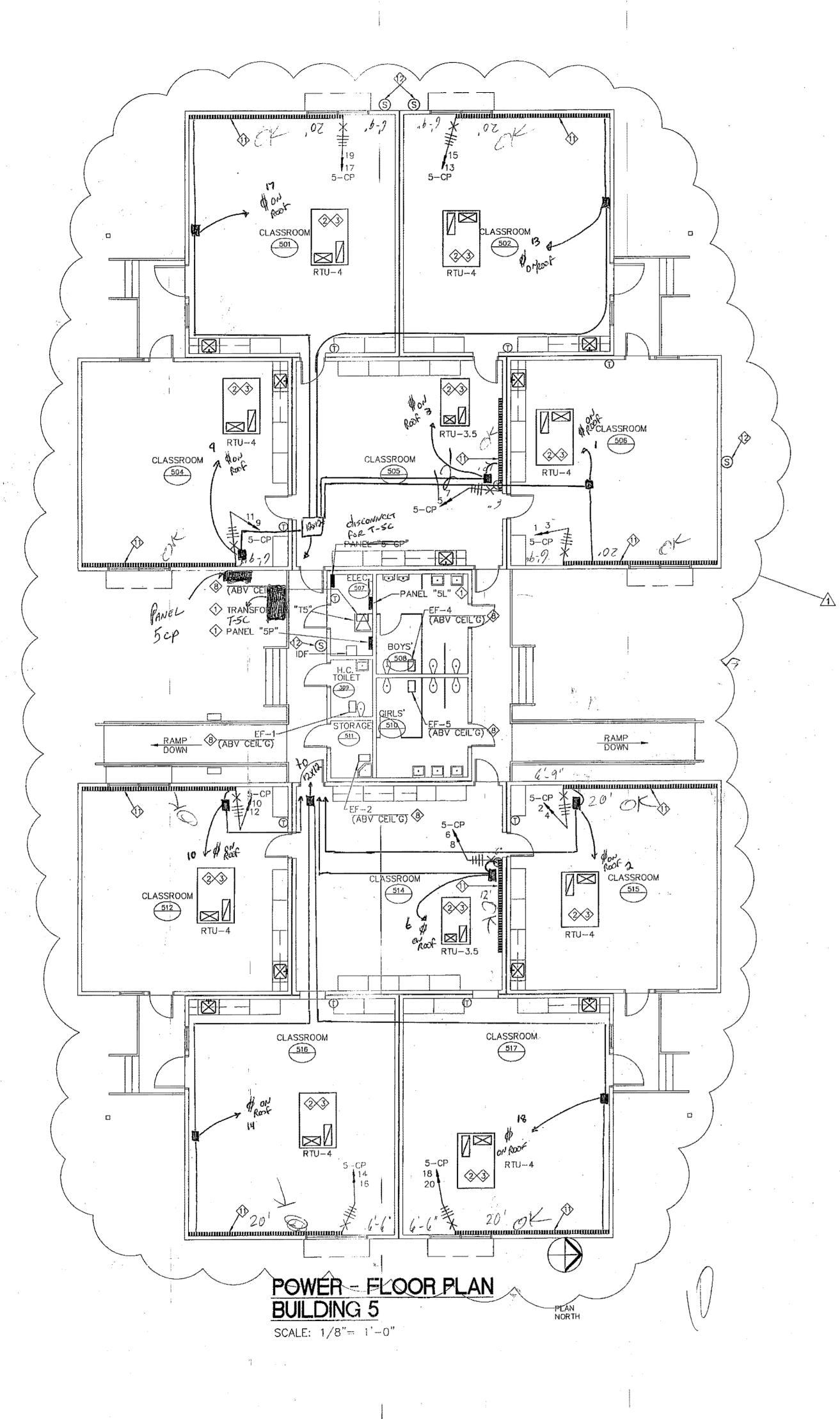




DSA STAMP



UNIFIEL



--X--- MOTOR (SIZE AS INDICATED) **KEY NOTES** DISCONNECT SWITCH PANELBOARD POWER OR DISTRIBUTION PANEL Willia DISCONNECT ELECTRICAL POWER TO EXISTING HP UNIT RECONNECT ELECTRICAL POWER TO NEW RTU. PROVIDE ALL NECESSARY CONDUIT, WIRE, & CIRCUIT BREAKERS. PROVIDE NEW DISCONNECT, AND ALL TEMPERATURE CONTROL REQUIREMENTS. VERIFY ELECTRICAL LOAD OF NEW UNIT WITH NEW RTU SPECIFICATIONS AND INSTALL PER NEC 2002 CODE OR DRAWINGS — WHICHEVER IS MORE STRINGENT. INSTALL 115 VOLT GFI W.P. RECEPTACLE ON EACH R.T.U. AND CONNECT TO NEAREST 115 VOLT RECEPTACLE CIRCUIT. CONDUIT CONCEALED IN WALLS OR CEILINGS WHERE POSSIBLE CONDUIT RUN IN OR UNDER SLAB

ELECTRICAL LEGEND DENOTES GROUND IN CIRCUIT THERMOSTAT (2) DUPLEX RECEPTACLES (1) BOX AND PLATE COMPUTER OUTLET W/ 3/4" CONDUIT WALL & FLOOR TELEVISION OUTLET FLEXIBLE CONDUIT CONNECTION NO. OF CHARACTERS ON TAP INDICATE NO. OF CIRCUITS

HOME RUN TO PANELBOARD — ARROWS
INDICATE NO. OF CIRCUITS GROUND FAULT CIRCUIT INTERRUPTER RECEPTACLE GFI:⊕: S SPEAKER WIREMOLD NOTE: ALL ITEMS SHOWN ON LEGEND ARE NOT NECESSARILY ON THIS PROJECT.

-GE:NO: 9T23Q3472G03-30KVA (K13) 480V/3ø DELTA PRIMARY TO 120/208V/3ø 4 WIRE WYE SECONDARY DRY TYPE TRANSFORMER - GROUND TO EXISTING BUILDING GROUNDING SYSTEM X'FORMER -(5) #1/0 THWN & (1) #6 GND. -2"C. (3) #6 THWN & 45 KVA (1) #8 GND. - 1"C. K13 RATED INTERMATIC NO. IG208YEH EXISTING SURGE SUPRESSOR PANEL 5CP PANEL 5L 100A/480V/3F SWITCH/ FUSE AT 70 AMP ----PARTIAL RISER DIAGRAM

1) EXISTING

4 COMPUTER OUTLET @ +17 WITH 3/4" CONDUIT STUBBED INTO CEILING SPACE.

5 DOUBLE DUPLEX 1G RECEPTACLE @ +17" UNDER ONE 2 GAUGE PLATE. 6 DUPLEX RECEPTACLE AND TV OUTLET @+48" (IN CABINET) WITH 3/4"

(1) 3/4" DATA CONDUIT AND (1) 1/2" POWER CONDUIT INSTALLED BELOW FLOOR AND STUBBED UP INTO COMPUTER STATIONS WIRE CHANNEL.

8 DISCONNECT EXISTING EXHAUST FAN AND RECONNECT NEW EXHAUST FAN AS REQUIRED.

(8) WIREMOLD No. NP600C BLANK ALUMINUM POWER & COMMUNICATIONS POLE

NEW EXTERIOR SPEAKER TO BE SOUNDOLIER, OMIN-MOUNT MODEL APF-15 WITH FAMT-6 ADAPTER PLATE.

PROVIDE AND INSTALL NEW WIREMOLD FOR POWER AND/OR DATA RECEPTACLES. SEE DETAIL 1 SHEET E7.8

NO SCALE:

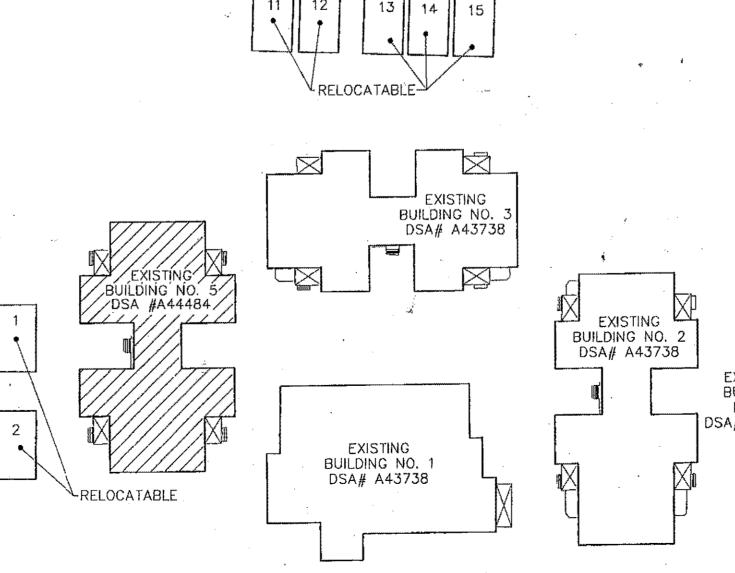
WITH ALL NECESSARY ACCESSORIES REQUIRED FOR WIRING CONNECTIONS TO COMPUTER STATIONS. VERIFY EXACT LOCATIONS.

DUPLEX IG RECEPTACLE AND DATA OUTLET MOUNTED IN CHANNEL IN COMPUTER STATIONS. SEE ARCHITECTURAL DRAWINGS SHEET A3.5 DETAIL 12. MAXIMUM 4

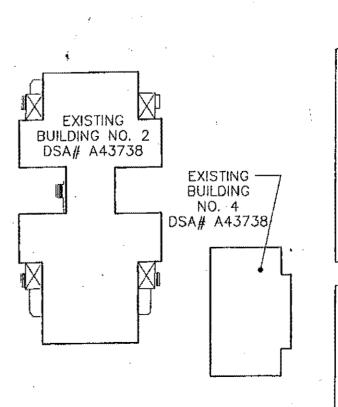
TV CONDUIT STUBBED INTO CEILING SPACE.

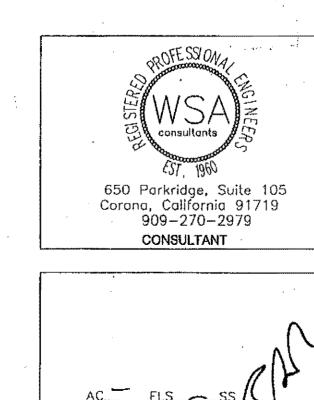
COMPUTERS RECEPTACLES PER CIRCUIT.

2 NEW

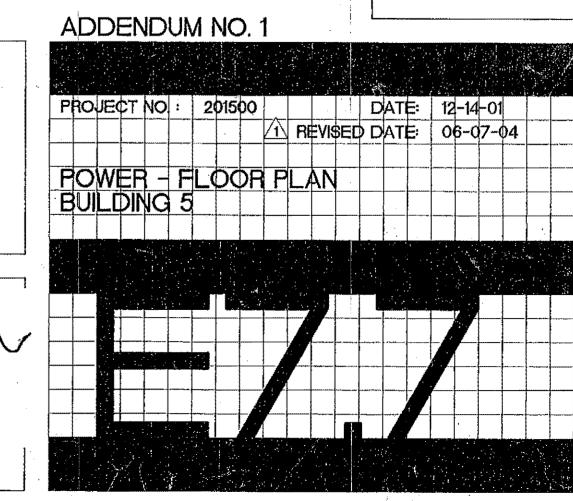


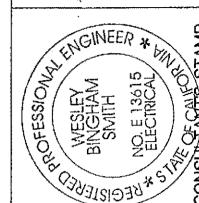
KEYPLAN SCALE: NONE



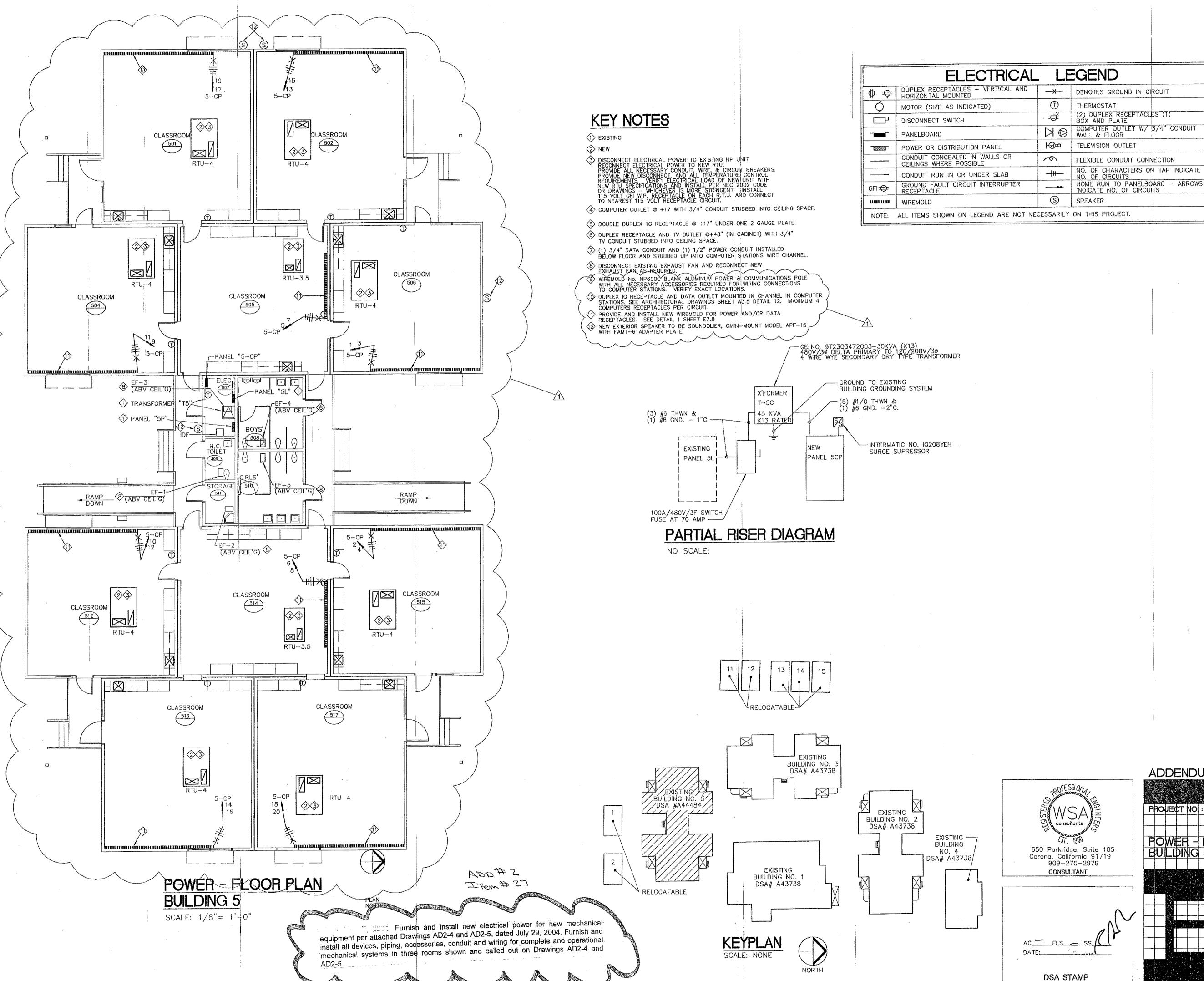


DSA STAMP





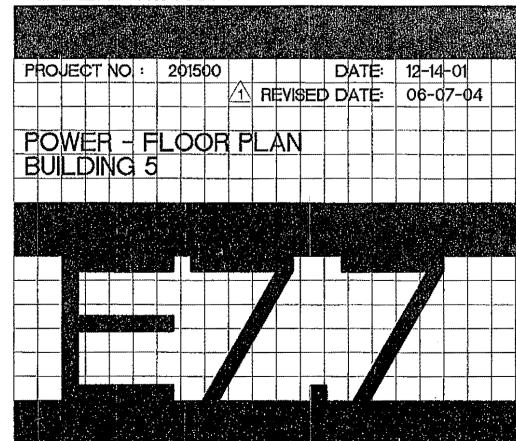
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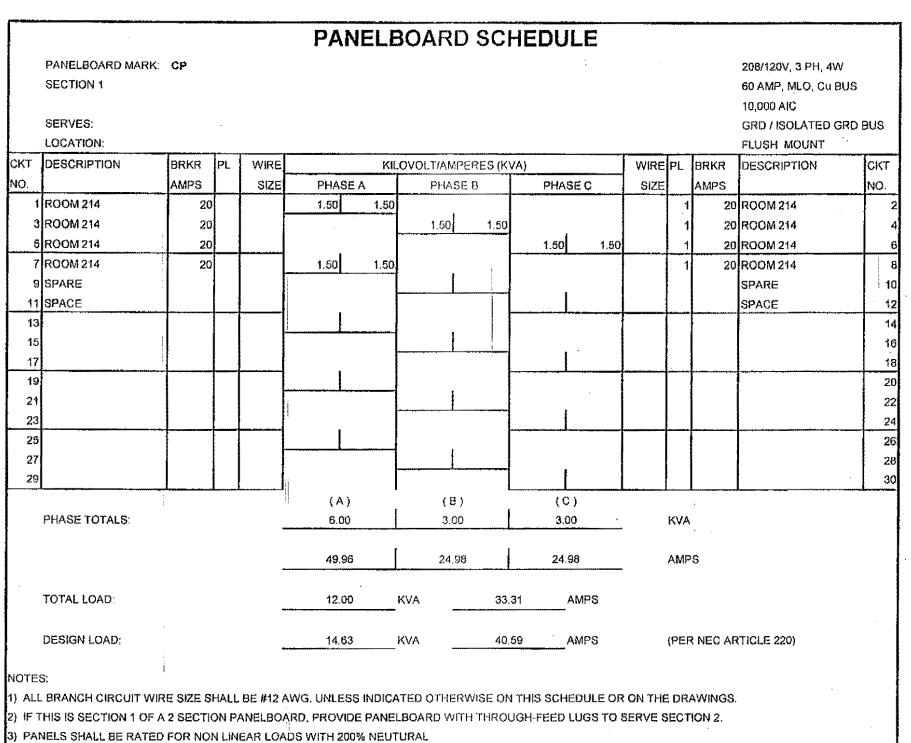


2 + 2 P E 7 - + + 4



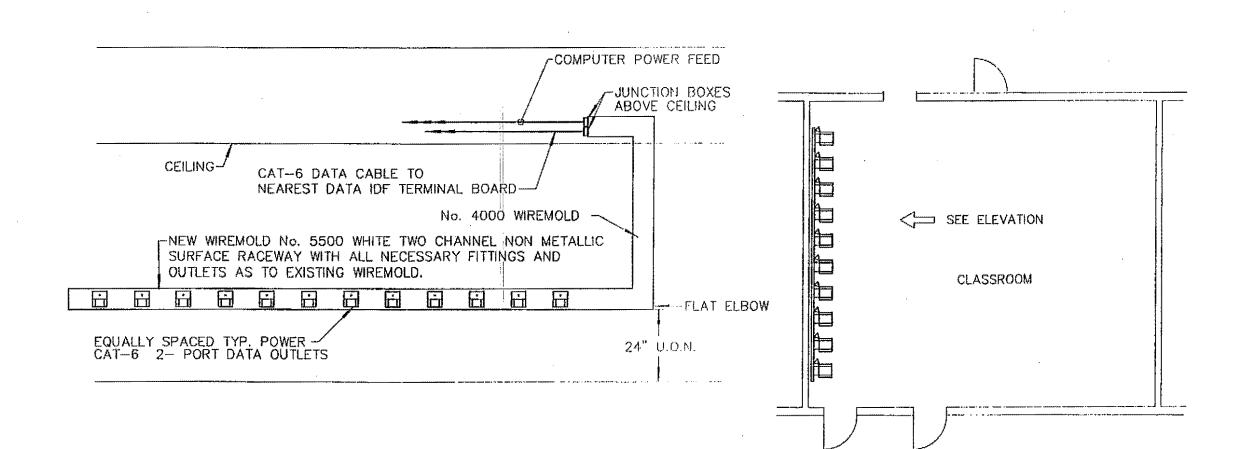
ADDENDUM NO. 1





	PANELBOARD MARK: SECTION 1 SERVES: LOCATION:	2-CP										The state of the s		208/120V, 3 PH, 4W 150 AMP, MCB Cu B 10,000 AIC GRD BUS SURFACE MOUNT	US ,
CKT	DESCRIPTION	BRKR	PL	WIRE		KIL	OVOLT/AMPERE	S (KVA)		WIRE	PL	BRKR	DESCRIPTION	скт
10.		AMPS		SIZE	PHASE A		PHASE B		PHASE	С	SIZE	C by Jak	AMPS		NO.
1	ROOM 206	20	1		1.50	1.50		•	***		:	1	20	ROOM 215	
3	ROOM 206	20	1			*********	1.50	1.50			1	1	20	ROOM 215	
5	ROOM 205	20	1	j					1,50	1.50		1	20	ROOM 213	
7	ROOM 205	20	1		1,50	1.50						1	20	ROOM 213	
9	ROOM 204	20	1	ľ	**** *********************************		1.50	1.50				1	20	ROOM 217	1
11	ROOM 204	20	1						1.50	1.50	· l	1	20	ROOM 217	1
13	ROOM 202	20	1		1.50	1.50						1	20	ROOM 216	1
15	ROOM 202	20	1				1,50	1,50				1	20	ROOM 216	1
17	ROOM 201	20	1						1,50					SPARE	1 1
19	ROOM 201	20	1		1.50									SPACE	2
21	SPARE				,						-			SPACE	2
23	SPACE			j										SPACE	2
25	SPACE					6.00									2
27	SPACE			ľ				3.00	,		6	3	60	PANEL CP	2
29	SPACE									3.00					3
	N N N N N N N N N N N N N N N N N N N				(A)		(日)	_	(C)	,,,,,,,	,				
	PHASE TOTALS:			_	16.50		12.00		10.50		1	KVA	,		
	,			_	137.40		99.93	1	87.44			AMF	°8		
	TOTAL LOAD:			_	39.00	***************************************	KVA	108.2	5 AM	PS					
•	DESIGN LOAD:			Sanga	48.75		KVA	135.32	≥ AMI	P \$	((PEF	R NEC AF	RTICLE 220)	
OTES	3:														

3) PANELS SHALL BE RATED FOR NON LINEAR LOADS WITH 200% NEUTURAL



ELEVATION AT RACEWAY

PLAN AT TYPICAL CLASSROOM DETAIL - COMPUTER RACEWAY SYSTEM
SCALE: NONE

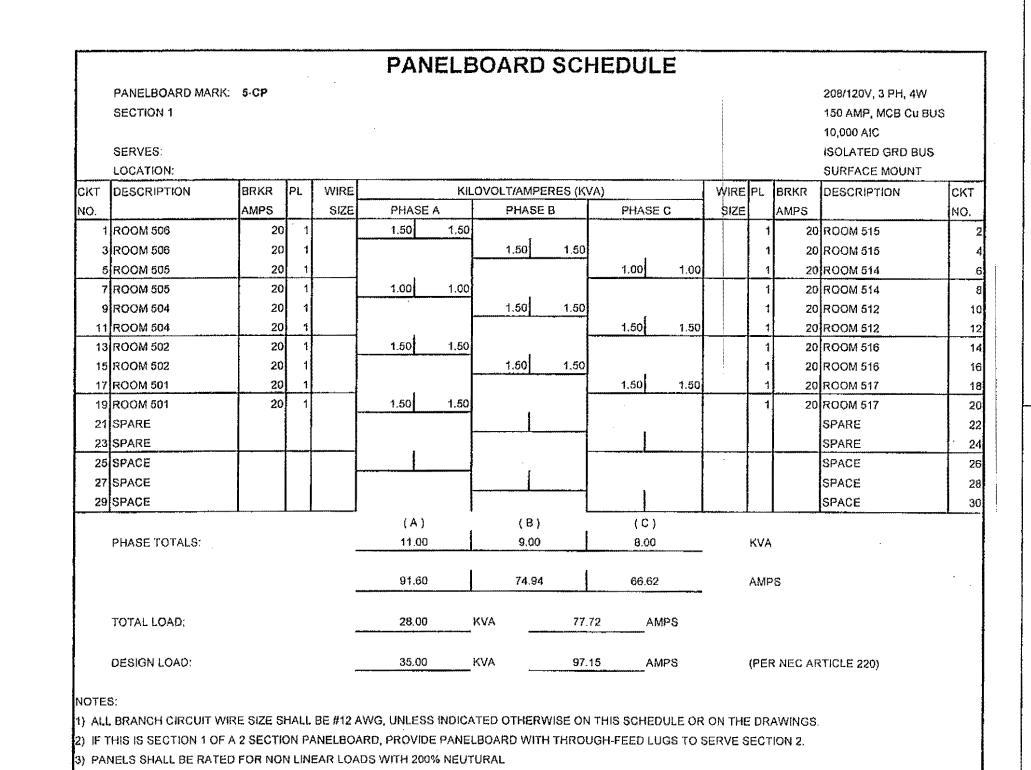
1. TYPICAL CLASSROOM - 20' WITH 6 DUPLEX RECEPTAÇLES

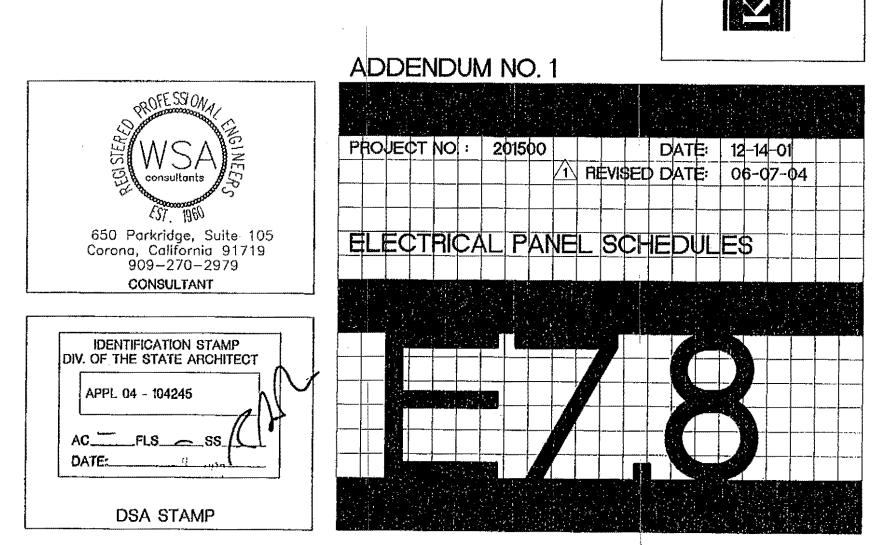
AND DATA OUTLETS EVENLY SPACED. 2. ROOMS 205, 214, 305, 314 & 505 - 12' WITH 4 DUPLEX RECEPTACLES AND DATA OUTLETS EVENLY SPACED

3. ALL RECEPTACLES WITHIN 6' OF SINK EDGE MUST BE GFI. 4. VERIFY WIREMOLD BEFORE ORDERING.

5. DATA OUTLETS SHALL BE (4) PORT FACE PLATES W/ (2) CAT-6 JACKS AND (2) BLANKS EACH, LABEL EACH JACK AND CORRESPONDING PATCH PANEL. TEST EACH CABLE AND FURNISH CERTIFIED TEST REPORT FOR SAME. LOCATE DATA OUTLETS ADJACENT TO DUPLEX RECEPTACLES.

	PANELBOARD MARK: SECTION 1	3-CP										208/120V, 3 PH, 4W 150 AMP, MCB Cu E 10,000 AIC	
	SERVES: LOCATION:							,				ISOLATED GRD BU SURFACE MOUNT	
CKT	DESCRIPTION	BRKR	PL	WIRE	-	KILOVOLT/A	MPERES (KV	/A)	W	RE PL	BRKR	DESCRIPTION	скт
NO.		AMPS	<u> </u>	SIZE	PHASE A	PH	ASE B	PHASE C	SI	ZE	AMPS		NO.
4	ROOM 306	20	1		1.50 1.5	50					1 20	ROOM 315	
3	ROOM 306	20	1			1.5	0 1.50		;		1 20	ROOM 315	
5	ROOM 305	20	1					1.00	1.00		1 20	ROOM 314	
7	ROOM 305	20	1		1.00 1.0	00					1 20	ROOM 314	Į.
9	ROOM 304	20	1			1.5	0 1.50			1	1 20	ROOM 312	
11	ROOM 304	20	_1					1.50	1.50		1 20	ROOM 312	
13	ROOM 302	20	1		1.50 1.5	50		_			1 20	ROOM 316	
15	ROOM 302	20	1			1,5	0 1.50		1		1 20	ROOM 316	
17	ROOM 301	20	1		¥			1.50	1.50		1 20	ROOM 317	
19	ROOM 301	20	1		1.50 1.5	50					1 20	ROOM 317	2
21	SPARE								•			SPARE	4
23	SPARE		ļ		1		-					SPARE	
25	SPACE											SPACE	;
27	SPACE							•				SPACE	- :
29	SPACE	<u> </u>	<u> </u>				[SPACE	
					(A)		(B)	(C)					
	PHASE TOTALS:			mes-4	11.00		9.00	00.8	volvolilloids-Ay-Morgo-W	KV.	A		
					91.60	7	4.94	66,62		AM	PS		
	TOTAL LOAD:			****	28.00	KVA	77.7	72 AMPS	5				
	DESIGN LOAD:				35.00	KVA	97.	15AMP	3	(PE	ER NEC AF	RTICLE 220)	





LAKE ELSINORE UNIFIED SCHOOL DISTRICT

LAKE ELSINORE, CALIFORNIA

BUTTERFIELD ELEMENTARY SCHOOL MODERNIZATION BUILDINGS 1 & 4

ADDRESSES

SCHOOL

BUTTERFIELD ELEMENTARY SCHOOL 16275 GRAND AVENUE LAKE ELSINORE, CALIFORNIA 92530

DISTRICT

LAKE ELSINORE UNIFIED SCHOOL DISTRICT 545 CHANEY STREET LAKE ELSINORE, CALIFORNIA 92530-2712

ARCHITECT

KPI ARCHITECTS INC. 650 EAST PARKRIDGE, SUITE 105 CORONA, CALIFORNIA 92879 909-270-2979 FAX: 909-270-2947

STRUCTURAL STEDMAN & DYSON

MECHANICAL/PLUMBING/ **ELECTRICAL AND FIRE ALARM** WARREN SMITH & ASSOC.

PRIMARY APPLICABLE CODES

CONSTRUCTION SHALL COMPLY WITH THE FOLLOWING SECTIONS OF THE CALIFORNIA CODE OF REGULATIONS (CCR):

LIST OF CALIFORNIA CODE OF REGULATIONS

APPLICABLE CODES AS OF JULY, 1999

1998 BUILDING STANDARDS ADMINISTRATIVE CODE, PART 1, TITLE 24 C.C.R. (1997 UNIFORM BUILDING CODE VOLUMES 1-3 AND 1998 CALIFORNIA AMENDMENTS)

998 CALIFORNIA REFERENCED STANDARDS, PART 12, TITLE 24 C.C.R.

<u>Partial list</u>	OF APPLICABLE STANDARI	<u>08</u>	
NFPA 13	AUTOMATIC SPRINKLER SY	STEMS	1996 EDITION
NFPA 14	STANDPIPES SYSTEMS		1996 EDITION
NFPA 17A NFPA 24	WET CHEMICALS SYSTEMS PRIVATE FIRE MAINS		1994 EDITION 1995 EDITION
NFPA 72	NATIONAL FIRE ALARM CO	DE (CALIFORNIA AMENDMENDED)	1996 EDITION
-	UL STANDARD 1971 FOR 'VI		
NFPA 253		F FLOOR COVERING SYSTEMS	1984 EDITION
NFPA 2001	CLEAN AGENT FIRE EXTING		1994 EDITION
reference c	ODE SECTION FOR NEPA S	TANDARDS-CBC (SFM) 3504.1	

CHANGES TO THE APPROVED DRAWINGS AND SPECIFICATIONS SHALL BE MADE BY AN ADDENDA

A PROJECT INSPECTOR EMPLOYED BY THE DISTRICT OWNER) AND APPROVED BY THE DIVISION OF THE STATE ARCHITECT SHALL PROVIDE CONTINUOUS INSPECTION OF THE WORK THE DUTIES OF THE INSPECTOR ARE DEFINED IN SECTION 4-342, PART 1, TITLE 24, CCR.

STATE BUILDING CODES

(PART 1, TITLE 24, C.C.R.)

THE INTENT OF THESE DRAWINGS AND SPECIFICATIONS IS THAT THE WORK OF THE ALTERATION, REHABILITATION OR RECONSTRUCTION IS TO BE IN ACCORDANCE WITH TITLE 24, CALIFORNIA CODE OF REGULATIONS. SHOULD ANY EXISTING CONDITIONS SUCH AS DETERIORATION OR NON-COMPLYING CONSTRUCTION BE DISCOVERED WHICH IS NOT COVERED BY THE CONTRACT DOCUMENTS WHEREIN THE FINISHED WORK WILL NOT COMPLY WITH TITLE 24, CALIFORNIA CODE OF REGULATIONS, A CHANGE ORDER OR A SEPARATE SET OF PLANS AND SPECIFICATIONS, DETAILING AND SPECIFYING THE REQUIRED WORK SHALL BE SUBMITTED TO AND APPROVED BY THE OFFICE BEFORE PROCEEDING WITH THE

CODE ANALYSIS

MK	DESCRIPTION	NO. OF STORIES		PANCY	CONSTRUCTION TYPE		ACTUAL SQ. FOOTAGE	
1.	ADMINISTRATION	1	A2.1	B-1	*V-N	13,650**	9,779	
4.	CLASSROOM	1	E-1		V-N	9,100	2,776	

(SEPERATION TO BE MAINTAINED)

** ACCESS 2 SIDES = 50% INCREASE (9,100SF. x 50% = 4,550 + 9,100 = 13,650SF. TOTAL ALLOWABLE)

ALL WORK SHALL CONFORM TO TITLE 24, CALIFORNIA CODE OF REGULATIONS (CCR)

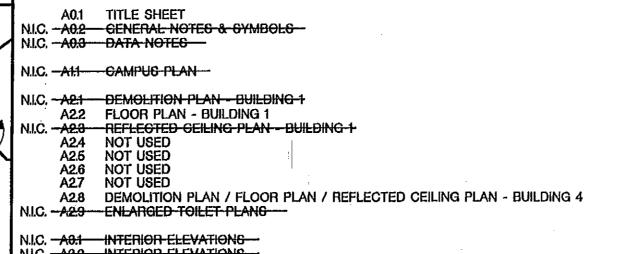
SCOPE OF WORK

MODERNIZATION OF BUTTERFIELD ELEMENTARY SCHOOL CONSISTING OF UPGRADES TO TWO (2) EXISTING BUILDINGS WITH A TOTAL SQUARE FOOTAGE OF 12,555. THE UPGRADES INCLUDE NEW FINISHES, CASEWORK, AND ACCESSIBILITY IMPROVEMENTS.

PORTION 1

INDEX OF DRAWINGS

ARCHITECTURAL



N.I.C. -A82 INTERIOR ELEVATIONS --N.I.C. -- A0.0--- INTERIOR ELEVATIONS - N.I.C. -A0.5 -- INTERIOR-ELEVATIONS-N.I.C. -- AO.6 --- INTERIOR-ELEVATIONS --N.I.C. -- A0.7 -- Interior Elevations -- A3.8 BUILDING 1 RECEPTION COUNTE

N.I.C. -A41---GEILING DETAILG---N.I.C. -A6:1--- DETAILG---N.I.C. -A6:2 -- DETAILG --N.I.C. -A6.0 -- DETAILG ---N.I.C. -A6.4 --- DETAILS ---N.I.C. - A6.5 - WALL-GECTIONS / EXTERIOR ELEVATION & SECTION N.LC. -A7:1---INTERIOR-FINIGH SCHEDULE ---

A7.3 NOT USED N.I.C. - A7.4 - Door / Window Details - |

V.I.C. -A8:1 - SIGNAGE ---

VICINITY MAP

STRUCTURAL

N.I.C. GI-GENERAL NOTES N.I.C.; -62 FOUNDATION & ROOF FRAMING PLANS N.I.C. -68----STRUCTURAL DETAILS N.C. -60.1 - ROOF FRAMING

MECHANICAL

N.I.C. - M7:1 - COHEDULES - HVAC -

LAKE ELSINORE

LAKE

ELSINORE

LAKELAND VILLAGE

LOCATION MAP

N.I.C. -MO:1 -- GCHEDULEG -- HVAC-N.I.C. -MII -- DEMOLITION PLAN -- BUILDING 1 -- LIVAG --N.I.C. -M12 -- DEMOLITION-PLAN -- BUILDING 4 -- HVAC --N.I.C. -M21 -- FLOOR-PLAN -- BUILDING 1 -- HVAC-N.I.C. -M22 -FLOOR-PLAN - BUILDING-4 - HVAC-N.I.C. -M5:1---DETAILG - HVAC--N.I.C. -M5.2 -- DETAILO -- HVAO --N.I.C. -M5.8 -- DETAILS -- HVAC-

ELECTRICAL

N.I.CE21-	-FIRE ALARM FLOOR PLAN BUILDING-1-
N.I.CE2.6-	-FIRE ALARM FLOOR PLAN - BUILDING 4-
	FIRE-ALARM-GALGULATIONS
N.I.C E0.3-	-FIRE ALARM-DETAILS & NOTES
	- LIGHTING BUILDING1-
N.I.C. - E6.7 -	- LIGHTING-BUILDING 4-

PLUMBING

MIC TH	- PLUMBING - SITE PLAN -
14"PO" L-EL	- LEGINDHAC - OHE LEAGA-
NIC -BOA-	- PLUMBING - FLOOR PLAN - BUILDING 1
MIC -DOE-	PLUMBING FLOOR PLAN BUILDING 4
14'I'O' _1.5'O.	LEGISIONA - LEGGH LEVIA - BOILDING -
MIC _024_	-PLUMBING DETAILG-
19.1.U. — F U. —	

INSTRUCTIONS

ALL EQUIPMENT/COMPONENTS DIRECTLY SUPPORTED ON THE GROUND OR ROOF WITH WO EXCEEDING 400 lbs., EQUIPMENT WEIGHING MORE THAN 20 lbs/SUPPORTED BY VIBRATION ISOLATORS OR EQUIPMENT WEIGHING MORE THAN 2016s. SUSPENDED FROM A ROOF FLOOR OR HUNG FROM A WALL SHALL HAVE IT'S CORRESPONDING STRUCTURAL CALCULATIONS AND ANCHORAGE DETAILS(S) SHOWN ON THE PLANS, PRIOR TO SUBMITTAL FOR PLAN REVIEW AND BACKCHECK. ALL EQUIPMENT (REGARDLESS OF WEIGHT) SHALL HAVE THEIR CONNECTION TO THE STRUCTURE SHOWN IN THE PLANS.

DESIGN CRITERIA

a) THE SEISMIC ANCHORAGE FOR ALL MECHANICAL AND ELECTRICAL EQUIPMENT SHALL BE DESIGNED TO WITHSTAND A LATERAL FORCE:

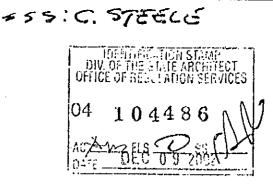
1- CALCULATED AS SPECIFIED IN SECTION 1632A AND TABLE 16A-0 OF THE VOL. 2, TITLE 2- IN LIEU CALCULATIONS PER 1- THE ANCHORAGE SHALL BE CAPABLE OF WITHSTANDING A LATERAL FORCE EQUAL TO 2.2 Wp ACTING SIMULTANEOUSLY WITH A VERTICAL FORCE EQUAL TO 0.72 Wp (BOTH FORCES AT SERVICE LEVEL, THESE VALUES CORRESPOND TO AN Ip=1.15 AND Cq=0.66 FOR

OTHER VALUES OF ID AND Ca, THE LATERAL AND VERTICAL FORCE CAN BE ADJUSTED ACCORDINGLY) INCLUSION OF VERTICAL FORCE PER TABLE 16-0 FOOTNOTE 20 (FOR EMERGENCY POWER SUPPLIES & COMMUNICATIONS EQUIPMENT ONLY)

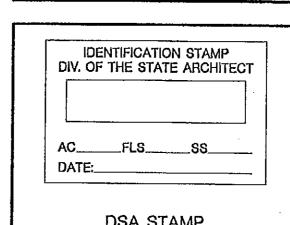
b) THE CAPACITY OF THE ANCHORAGE CONNECTORS IN SHEAR AND/OR TENSION SHALL BE CLEARLY INDICATED IN THE CALCULATIONS, WHICH INDICATE, ICBO REPORT NO. (IF APPLICABLE) THEIR TOTAL NUMBER, SIZE GRADE, EMBEDMENT, EDGE DISTANCES, AND OTHER FACTORS WHICH AFFECT THE CAPACITY IN SHEAR AND TENSION.

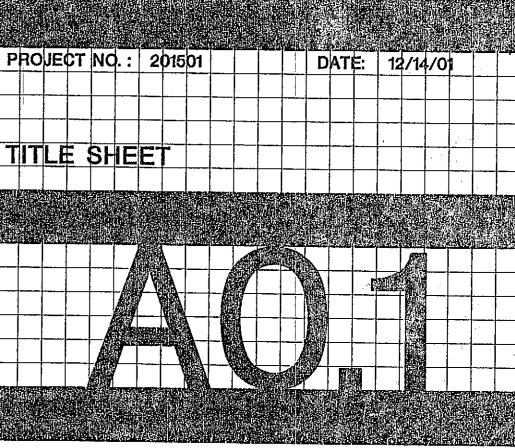
ANCHORAGE DETAILS FOR EQUIPMENT WHICH ARE NOT APPROVED DURING PLAN REVIEW ARE SUBJECT TO APPROVAL OF THE STRUCTURAL ENGINEER OF RECORD AND DSA'S DISTRICT STRUCTURAL ENGINEER PRIOR TO INSTALLATION AND INSPECTION BY THE PROJECT INSPECTOR.

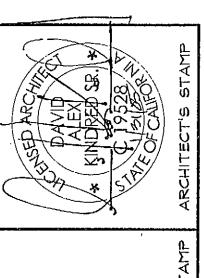
ACS A Durbin FLS! D.F. CASEY



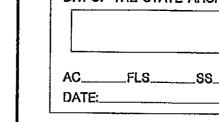
CONSULTANT





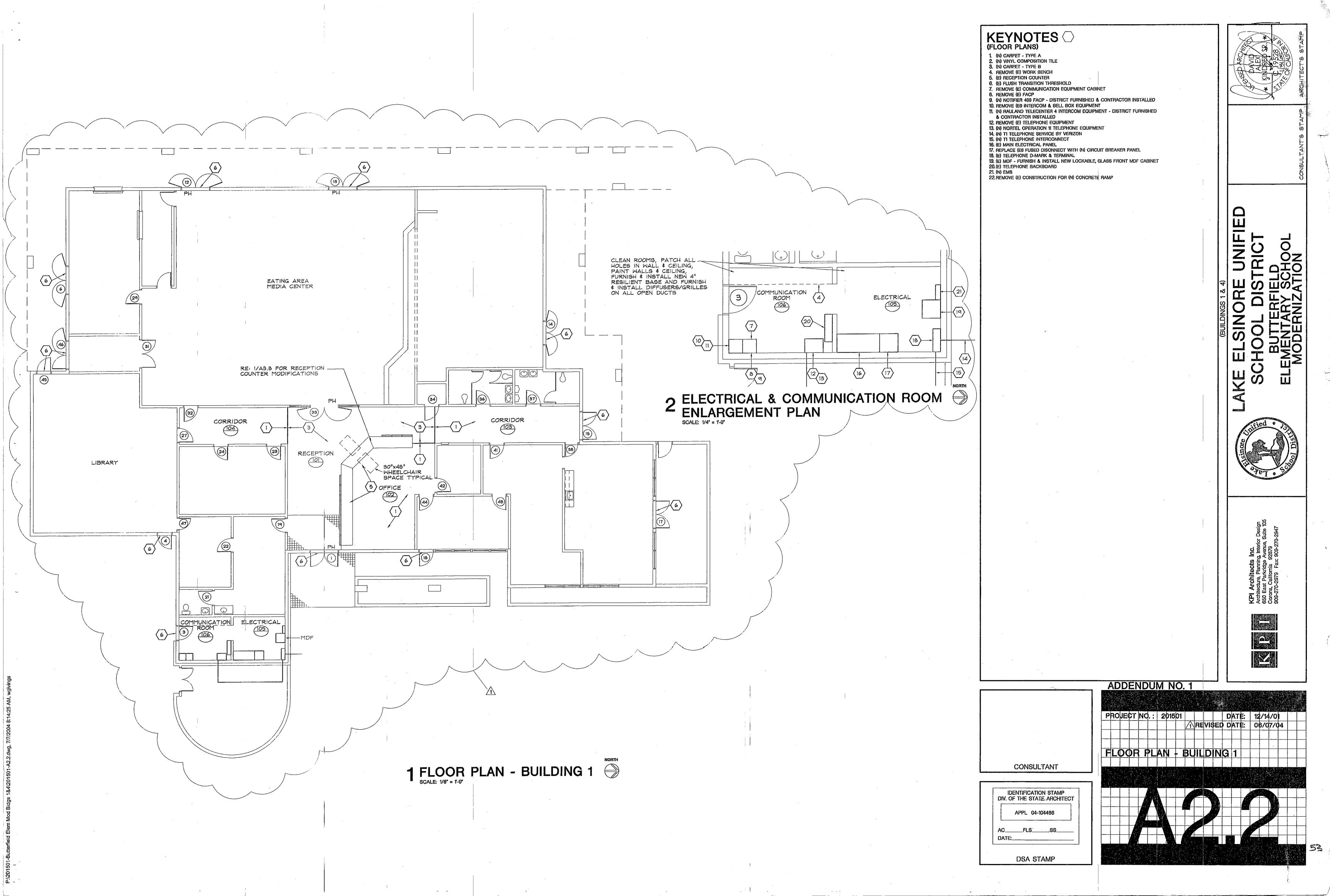


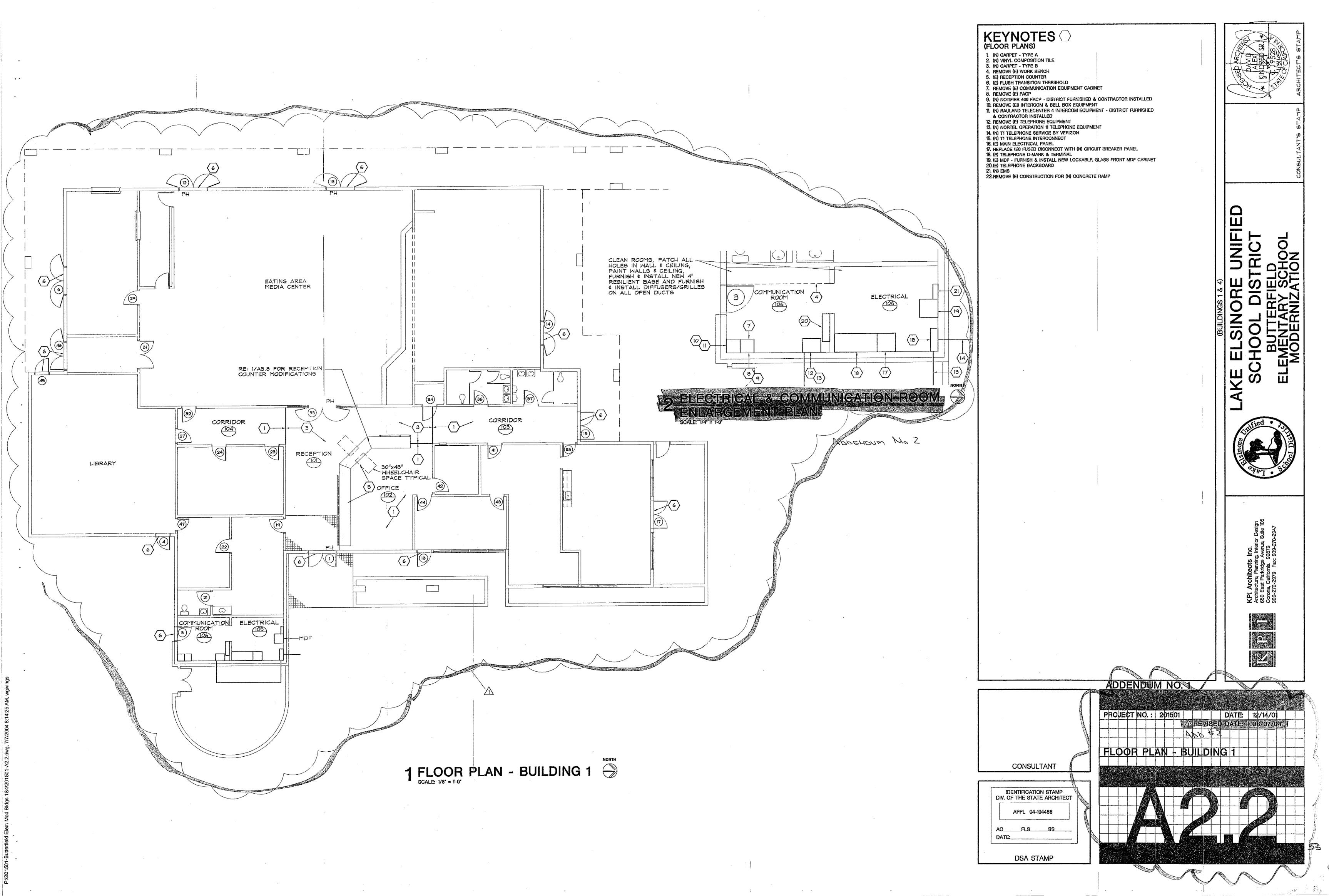


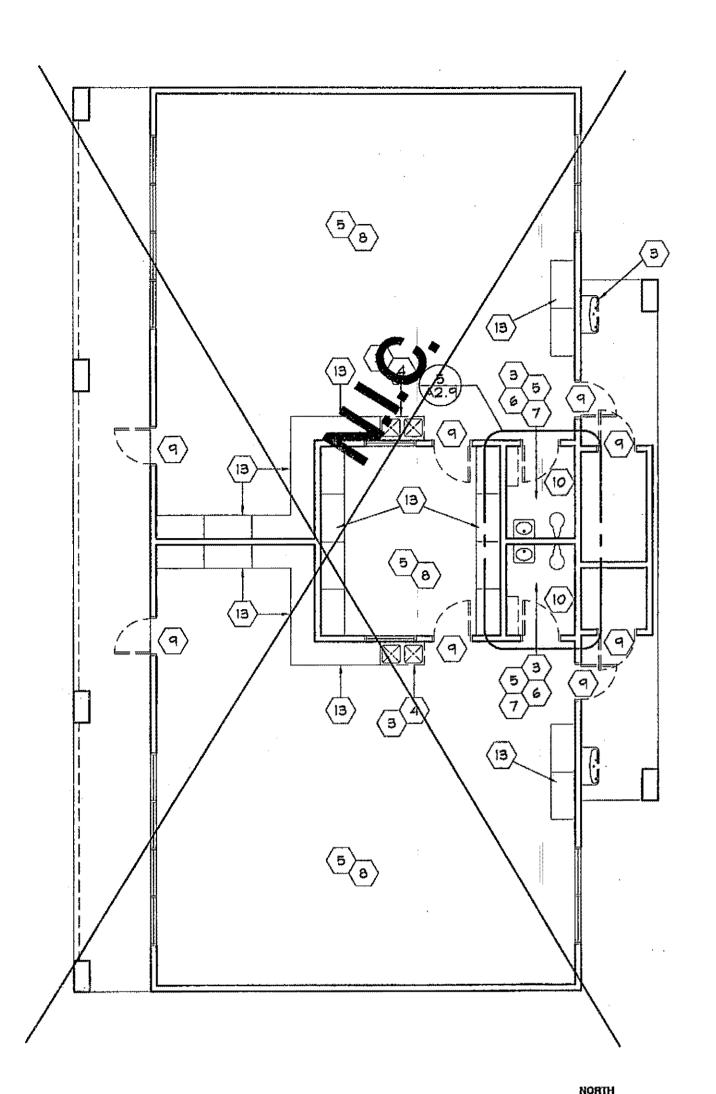


DSA STAMP



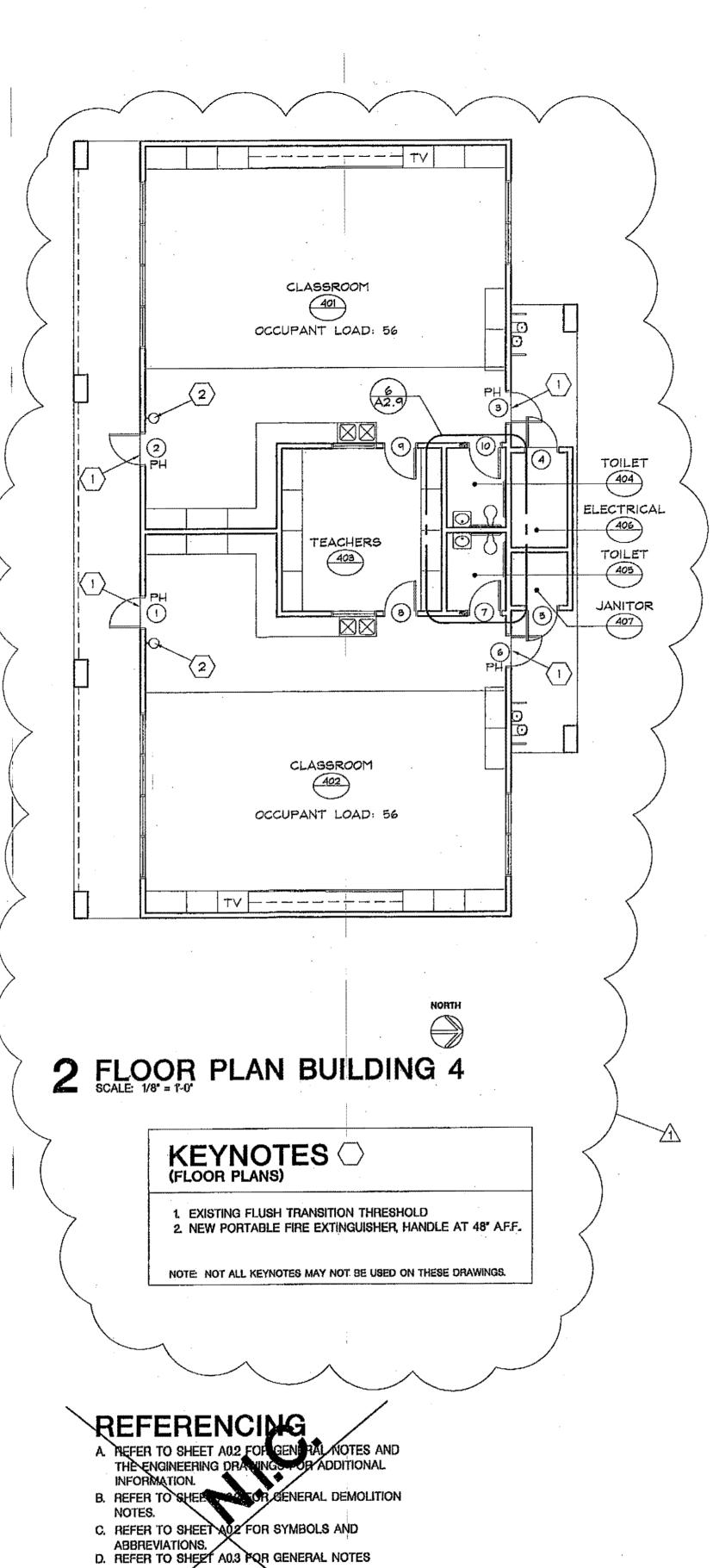




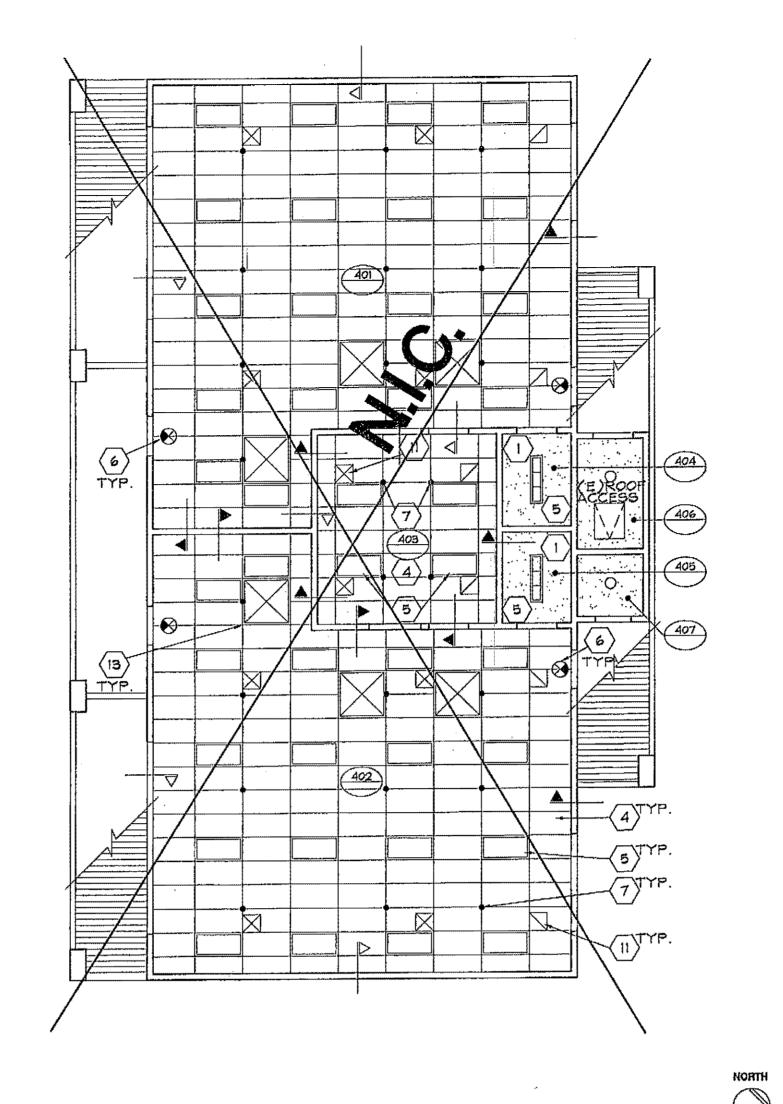


DEMOLITION PLAN BUILDING 4

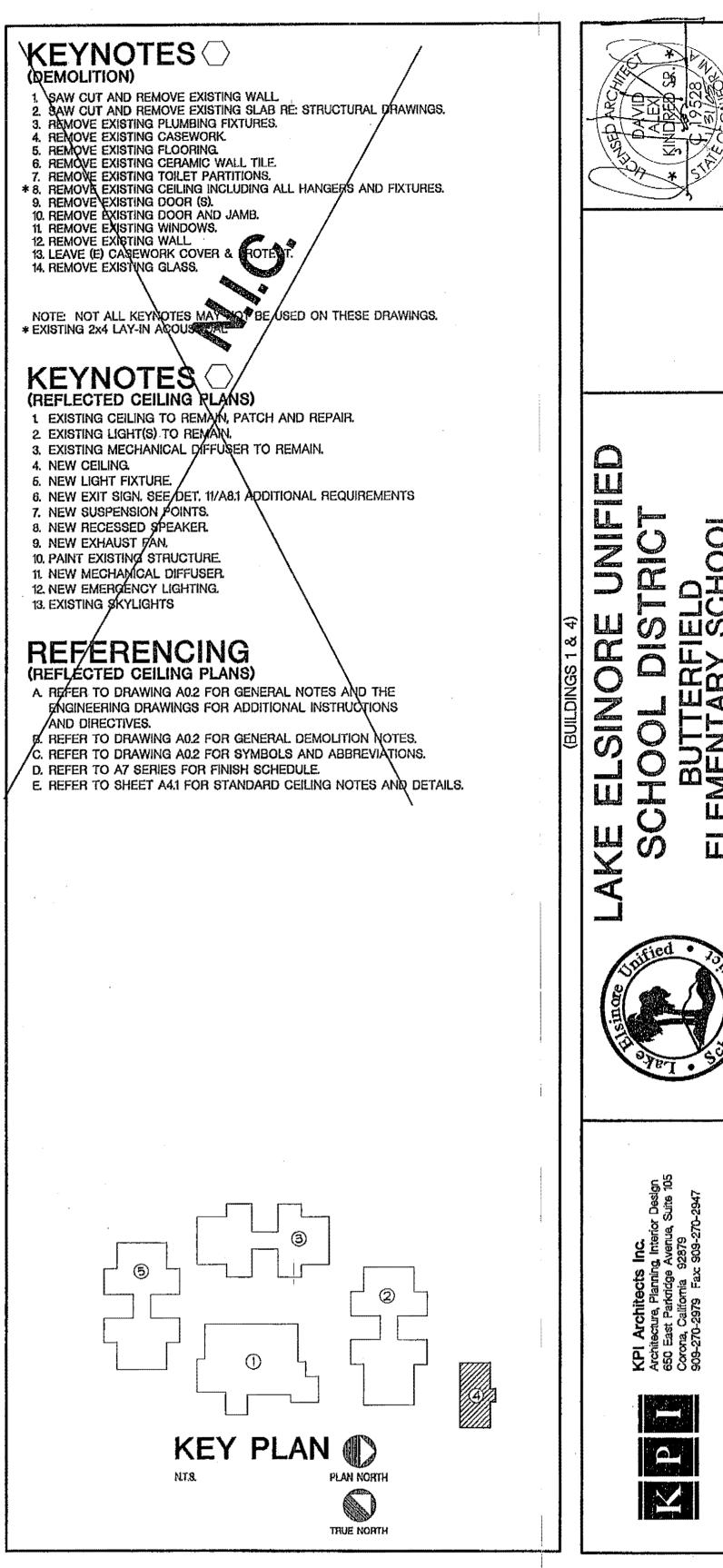


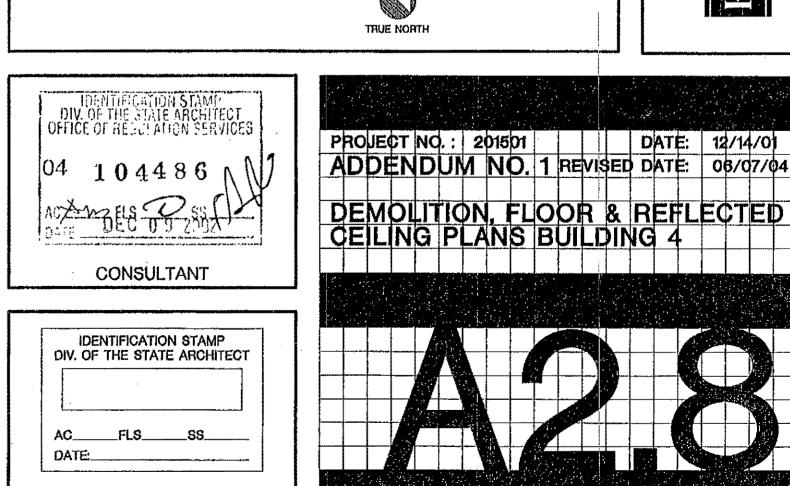


E. REFER TO AS SHEET SERIES FOR GENERAL
DETAILS
F. REFER TO A7 SHEET SERIES FOR FINISH
SCHEDULE & DOOR SCHEDULE.
G. REFER TO SHEET A8.1 FOR SIGNAGE



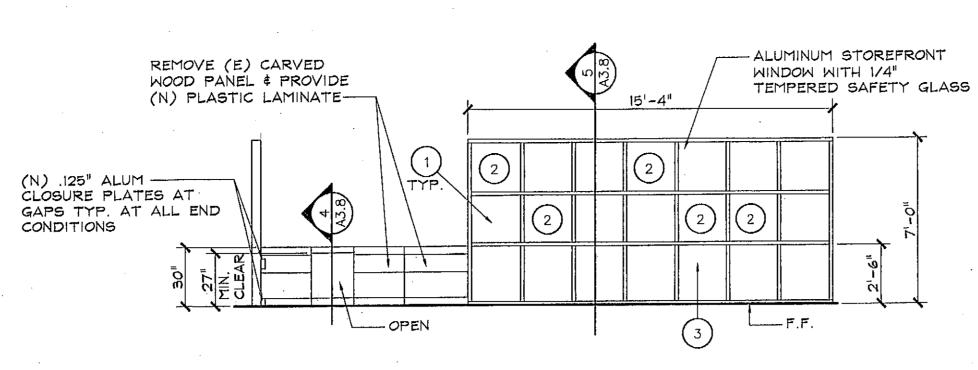
3 REFLECTED CEILILNG PLAN BUILDING 4



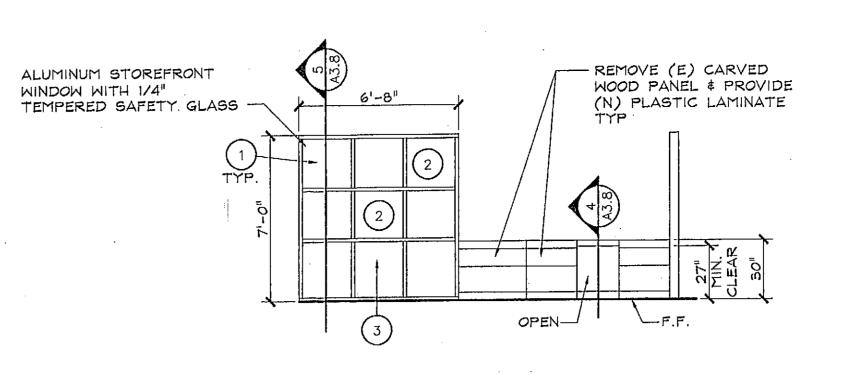


DSA STAMP

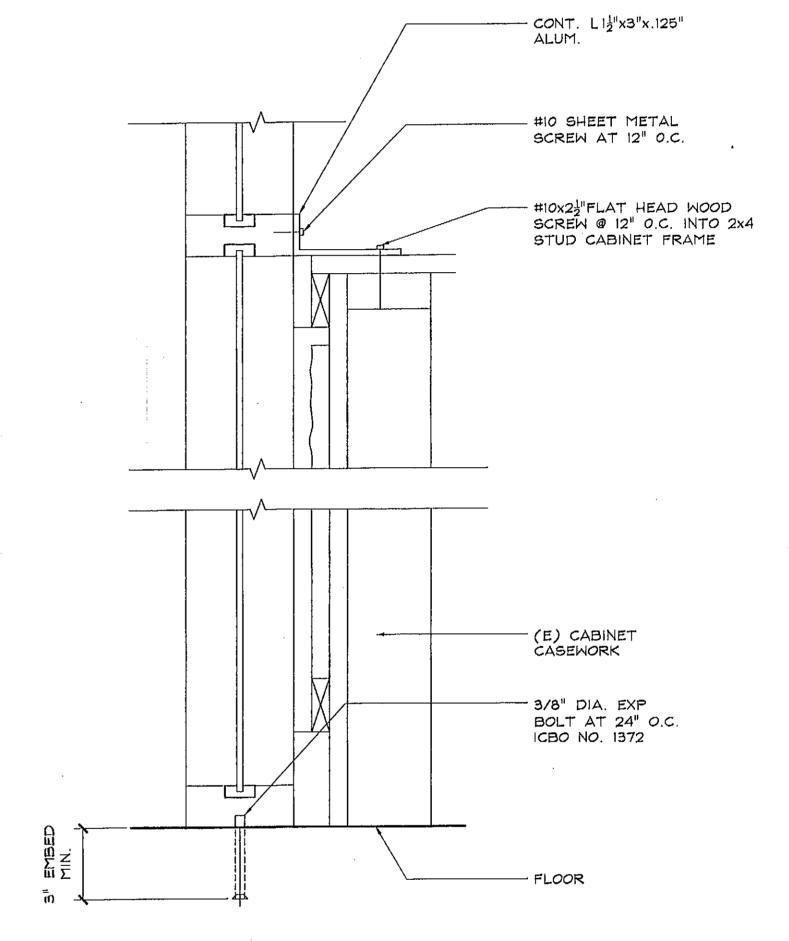
DEMOLITION, FLOOR & REFLECTED CEILING PLANS BUILDING 4





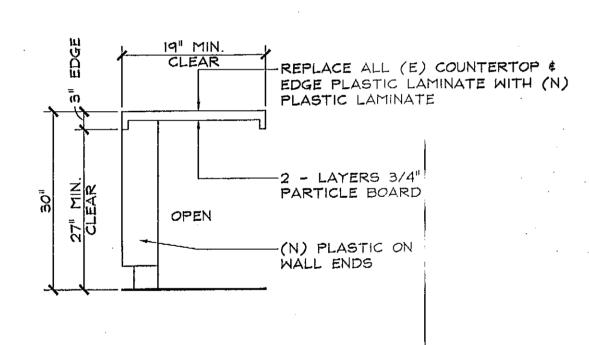


3 COUNTER ELEVATION SCALE: 1/4'=1'-0'

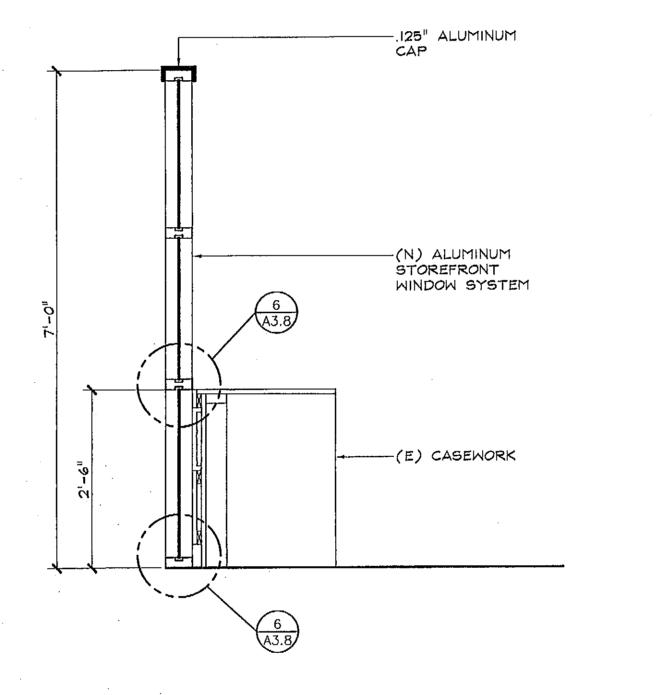


6 WINDOW DETAIL
SCALE: 3'=1'-0'

1 RECEPTION COUNTER PLAN SCALE: 1/4"=1"-0"



4 SECTION AT ACCESSIBLE COUNTER



5 SECTION AT WINDOW

SAFETY GLAZING REQUIREMENTS

- 1. ALL SAFETY GLAZING SHALL CONFORM TO 2001 CBC PART 2, SECTION 2406.
- 2. CONFORM TO UBC STANDARD 24-2. 3. CONFORM TO CBC TABLE 24-B FOR MINIMUM GLAZING REQUIREMENTS.
- 4 CONFORM TO CBC GRAPH 24-1 MAXIMUM ALLOWABLE AREA OF GLASS.
- 5. EACH LITE OF SAFETY GLAZING MATERIAL SHALL BE IDENTIFIED BY A PERMANENT LABEL THAT SPECIFIES THE LABELER & STATES THAT THE SAFETY GLAZING HAS BEEN UTILIZED IN SUCH INSTALLATION. THE IDENTI-FICATION SHALL BE ETCHED OR CERAMIC FIRED ONTO THE GLASS AND BE READABLE FROM THE INSIDE OF THE BUILDING PER 1998 CBC SECTION 2406.

GLASS TYPES

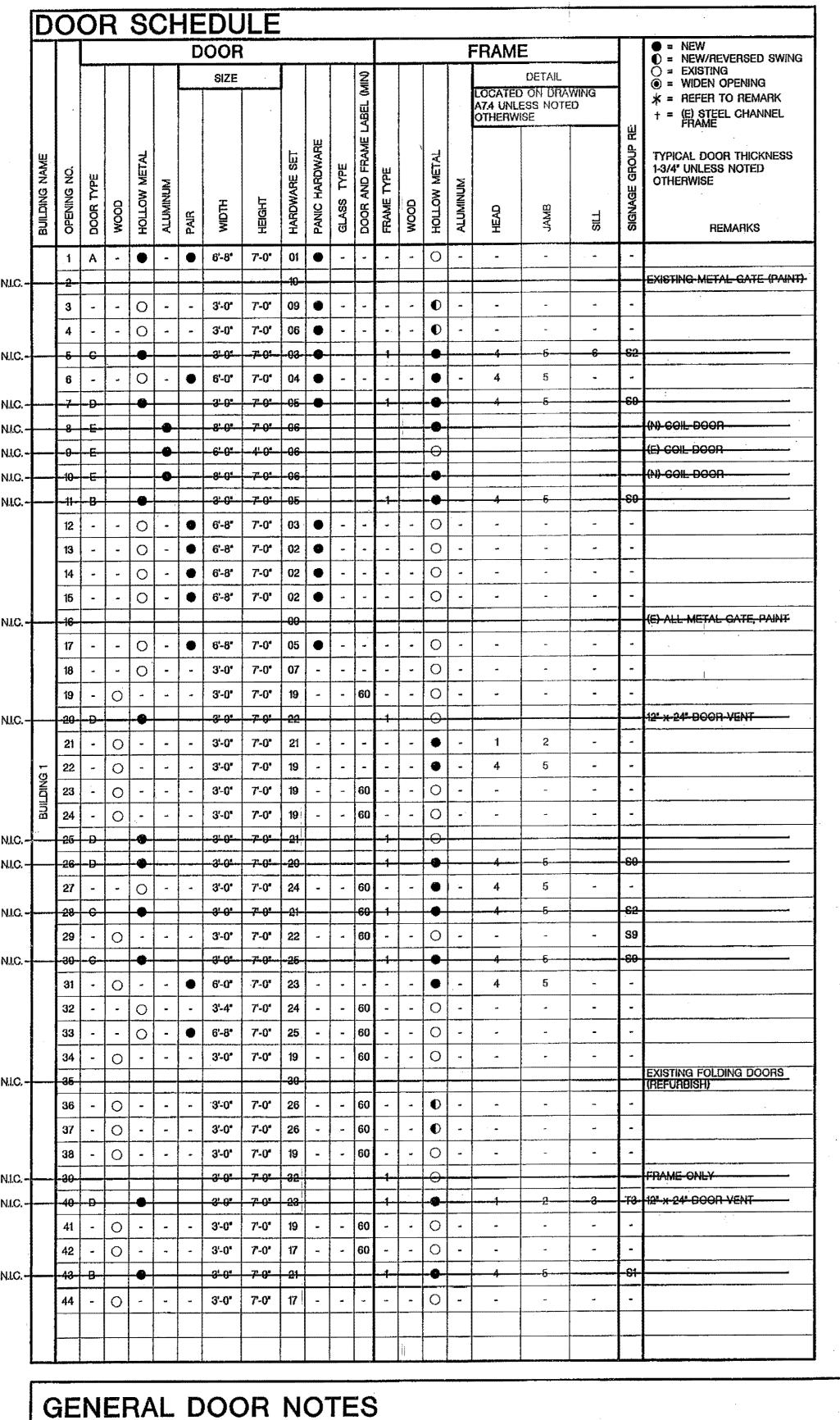
- 1/4" TEMPERED SAFETY GLASS, CLEAR
- 1/4" TEMPERED SAFETY GLASS, COLORED, PROVIDE 2 COLORS MINIMUM
- 1/4" TEMPERED SAFETY GLASS BACK PAINTED ENTIRE LOWER BAND

CONSULTANT

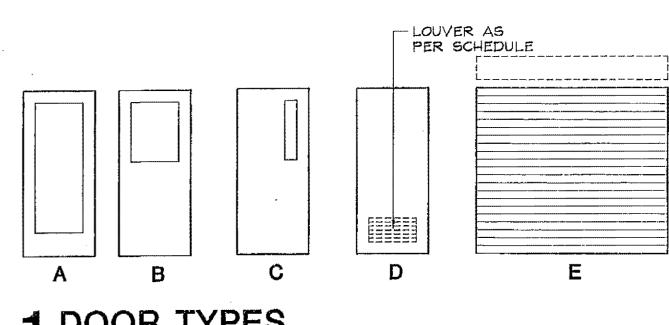
IDENTIFICATION STAMP DIV. OF THE STATE ARCHITECT APPL 04-104486

DSA STAMP

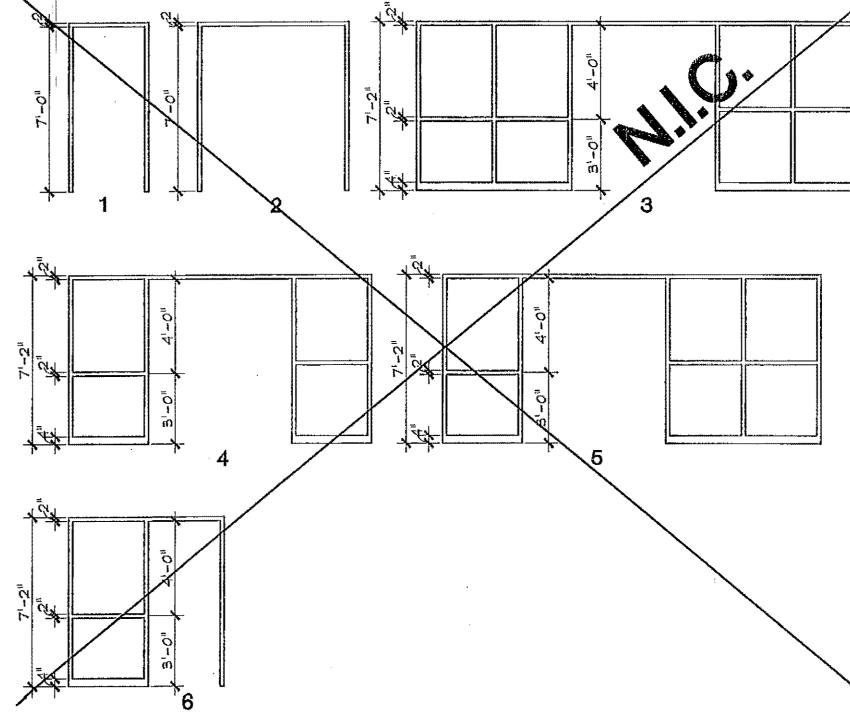
ADDENDUM NO. 1 PROJECT NO. : 201501 DATE: 06-07-04 BUILDING 1 RECEPTION COUNTER



				S			OOR	}							* , <u>:</u> ,	ļ	FRAMI	Ē			• = NEW
				A		Г	SIZE			Average A April		9					1 17-1911	DETAIL			NEW/REVERSED SWING EXISTING
	AD AD A COMMISSION AND A				Andrew William		SIZE				rrammer minderfreiheibeit der Arbeiteils der Arbeit	LABEL (MIN)					LOCATED A7.4 UNL OTHERW	ON DRA	Wing :D		WIDEN OPENING REFER TO REMARK T = (E) STEEL CHANNEL FRAME
BUILDING NAME	OPENING NO.	DOOR TYPE	WOOD	HOLLOW METAL	ALUMINUM	PAIR	WIDTH	HEIGHT	HARDWARE SET	PANIC HARDWARE	GLASS TYPE	DOOR AND FRAME L	FRAME TYPE	WOOD	HOLLOW METAL	ALUMINUM	HEAD	JAMB	TIIS	SIGNAGE GROUP RE	TYPICAL DOOR THICKNESS 1-3/4' UNLESS NOTED OTHERWISE REMARKS
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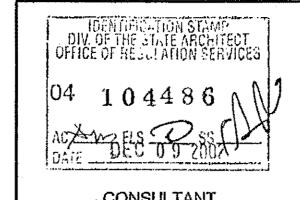
DOOR TYPES



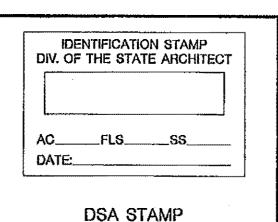
2 FRAME TYPES

- PATCH, REPAIR, AND PAINT AS REQUIRED TO BRING ALL EXISTING TO REMAIN DOORS AND/OR FRAMES TO LIKE NEW CONDITION. INFILL HINGE AND STRIKE NOTCHES, PATCH AND REPAIR ALL EXISTING DOOR FRAMES TO REMAIN TO LIKE NEW CONDITION DUE TO NEW DOORS, HARDWARE AND/OR REVERSE DOOR
- MAXIMUM UNDERCUT OF RATED DOORS SHALL BE 1/2'. DOOR SWING TO BE 180'AT BUILDING ENTRY WHERE NO OBSTACLES EXIST. PAINT DOOR SWING PATH OF TRAVEL ON SIDEWALK
- MAXIMUM EFFORT TO OPERATE DOORS SHALL NOT EXCEED 8.5 POUNDS FOR EXTERIOR DOORS AND 5 POUNDS FOR INTERIOR DOORS, SUCH PULL OR PUSH EFFORT BEING APPLIED AT RIGHT ANGLES TO HINGED DOORS AT CENTER PLANE OF SLIDING OR FOLDING DOORS, COMPENSATING DEVICES OR AUTOMATIC DOOR OPERATORS MAY BE UTILIZED TO MEET THE ABOVE STANDARDS. WHEN FIRE DOORS ARE REQUIRED, THE MAXIMUM EFFORT TO OPERATE THE DOOR MAY BE INCREASED BUT SHALL NOT EXCEED 15 POUNDS.
- FURNISH AND INSTALL DISSIMILAR METAL SEPARATION AT FRAME AND DOOR, AT HINGE AND FRAME, AND AT ATTACHING SCREWS AND FRAME.

- 7. EXIT DOORS: OPENABLE AT ALL TIMES FROM THE INSIDE WITHOUT THE USE OF A KEY OR ANY SPECIAL KNOWLEDGE OR
- EFFORT. 8. FURNISH AND INSTALL ONLY HARDWARE WHICH HAS BEEN TESTED AND LISTED BY UNDERWRITERS' LABORATORIES, FACTORY MUTUAL, OR OTHER TESTING AGENCY ACCEPTABLE TO THE STATE FIRE MARSHAL FOR THE TYPE AND SIZE OF EACH DOOR REQUIRED, AND FRAME LABELS.
- 9. FLOOR STOPS ARE NOT PERMITTED IN ANY PATH OF TRAVEL 10. WHERE PANIC EXIT DEVICES ARE REQUIRED ON FIRE-RATED DOORS, FURNISH AND INSTALL SUPPLEMENTARY MARKING ON DOOR LABEL INDICATING FIRE DOOR TO BE EQUIPPED WITH FIRE EXIT HARDWARE, AND FURNISH AND INSTALL LABEL ON EXIT DEVICE INDICATING "FIRE EXIT HARDWARE".
- 11. FIRE RATED OPENINGS: FURNISH AND INSTALL HARDWARE IN COMPLIANCE WITH THE CALIFORNIA CODE OF REGULATIONS (CCR) TITLE 24, PART 2, CALIFORNIA BUILDING CODE AND UBC STANDARD 7-2
- 12. ALL FIRE RATED DOORS SHALL BE AUTOMATIC CLOSING OR SELF CLOSING AS PROVIDED IN SECTION 713.6 (CBC). IN ADDITION SEE SECTION 7/3.2, 7/3.3, 7/3.4 FOR SPECIAL PROVISIONS RELATING TO FIRE DOORS.
- 13. ALL RATED DOORS (NEW AND EXISTING) IDENTIFIED ON THE DOOR SCHEDULE AND/OR OCCURRING ALONG DEFINED RATED WALLS ON THE FLOOR PLANS SHALL BE PROVIDED WITH
- INTUMESCENT FIRE AND SMOKE SEALS. 14. CONTRACTOR TO FIELD VERIFY ALL EXISTING FRAME OPENINGS FOR EXACT DIMENSIONS AND ORDER NON-STANDARD DOOR
- SIZES WHERE REQUIRED. 15. WHERE DOORS & FRAME ARE SCHEDULED FOR REMOVAL, THE CONTRACTOR SHALL PROVIDE OPENING TO MATCH ADJACENT
- WALL MATERIAL 16. EXISTING (E) TRANSOMS TO REMAIN UNLESS OTHERWISE NOTED. SIZE VARIES. REFER TO EXTERIOR ELEVATIONS SERIES A5 DRAWINGS.
- 17. PROVIDE DRIP CAP OVER ALL DOORS WHERE NO OVERHANG COVER EXISTS OR WHERE OVERHANG COVER IS LESS THAN 36".



CONSULTANT



PROJECT NO. : | 201501 | ADDENDUM NO. 1 REVISED DATE: 06/07/04 DOOR SCHEDULE

LAKE ELSINORE UNIFIED SCHOOL DISTRICT

LAKE ELSINORE, CALIFORNIA

BUTTERFIELD ELEMENTARY SCHOOL ADDITION

PORTION 1

ADDRESSES

SCHOOL

16275 GRAND AVENUE LAKE ELSINORE, CALIFORNIA 92530

DISTRICT

LAKE ELSINORE UNIFIED SCHOOL DISTRICT 545 CHANCE STREET LAKE ELSINORE, CALIFORNIA 92530-2712

ARCHITECT

KPI ARCHITECTS INC. 650 EAST PARKRIDGE, SUITE 105 CORONA CALIFORNIA 92879 909-270-2979 FAX: 909-270-2947

STRUCTURAL

STEDMAN & DYSON 3838 CAMINO DEL RIO NORTH #110 SAN DIEGO, CALIFORNIA 92127

CIVIL

PROJECT DESIGN CONSULTANTS 43460 RIDGE PARK DRIVE SUITE 170 TEMECULA, CALIFORNIA 92590

MECHANICAL / PLUMBING / **ELECTRICAL AND FIRE ALARM**

WARREN SMITH & ASSOC. 650 EAST PARKRIDGE AVENUE, SUITE 105 CORONA, CALIFORNIA 92879

PRIMARY APPLICABLE CODES

CONSTRUCTION SHALL COMPLY WITH THE FOLLOWING SECTIONS OF THE CALIFORNIA CODE OF REGULATIONS (CCR):

LIST OF CALIFORNIA CODE OF REGULATIONS

APPLICABLE CODES AS OF JULY, 1999

1998 CALIFORNIA REFERENCED STANDARDS. PART 12. TITLE 24 C.C.R.

NFPA 17A WET CHEMICALS SYSTEMS 1994 EDITINFPA 24 PRIVATE FIRE MAINS 1995 EDITI			
NFPA 24 PRIVATE FIRE MAINS 1995 EDITI	NFPA 13 AUTOMATIC SPRINKLER SYS	TEMS	1996 EDITIO
NFPA 24 PRIVATE FIRE MAINS 1995 EDIT	NFPA 17A WET CHEMICALS SYSTEMS		1994 EDITIC
	NEPA 24 PRIVATE FIRE MAINS		1995 EDITIC
NFPA 72 NATIONAL FIRE ALARM CODE (CALIFORNIA AMENDMENDED) 1996 EDITI		柱 (CALIFORNIA AMENDMENDED)	1996 EDITIC
(NOTE SEE UL STANDARD 1971 FOR "VISUAL DEVICES")	(NOTE SEE UL STANDARD 1971 FOR "VISI	JAL DEVICES")	
NFPA 253 CLINICAL RADIANT FLUX OF FLOOR COVERING SYSTEMS 1984 EDITI	NEPA 253 CLINICAL RADIANT FLUX OF	FLOOR COVERING SYSTEMS	1984 EDITIC
NFPA 2001 CLEAN AGENT FIRE EXTINGUISHING SYSTEMS 1994 EDITI	NEPA 2001 CLEAN AGENT FIRE EXTINGL	JISHING SYSTEMS	1994 EDITIC
REFERENCE CODE SECTION FOR NFPA STANDARDS-CBC (SFM) 3504.1	REFERENCE CODE SECTION FOR NEPA ST.	ANDARDS-CBC (SFM) 3504.1	

A PROJECT INSPECTOR EMPLOYED BY THE DISTRICT (OWNER) AND APPROVED BY THE DIVISION OF THE STATE ARCHITECT SHALL PROVIDE CONTINUOUS INSPECTION OF THE WORK THE DUTIES OF THE INSPECTOR ARE DEFINED IN SECTION 4-342, PART 1, TITLE 24, CCR.

STATE BUILDING CODES

(PART 1 TITLE 24, C.C.R.)

THE INTENT OF THESE DRAWINGS AND SPECIFICATIONS IS THAT THE WORK OF THE ALTERATION, REHABILITATION OR RECONSTRUCTION IS TO BE IN ACCORDANCE WITH TITLE 24 CALIFORNIA CODE OF REGULATIONS. SHOULD ANY EXISTING CONDITIONS SUCH AS DETERIORATION OR NON-COMPLYING THE CONTRACT DOCUMENTS WHEREIN THE FINISHED WORK REGULATIONS, A CHANGE ORDER OR A SEPARATE SET OF PLANS AND SPECIFICATIONS, DETAILING AND SPECIFYING THE REQUIRED WORK SHALL BE SUBMITTED TO AND APPROVED BY THE OFFICE BEFORE PROCEEDING WITH THE

CODE ANALYSIS

мк	DESCRIPTION	NO. OF STORIES	OCCUPANCY TYPE	CONSTRUCTION TYPE	ALLOWABLE SQ. FOOTAGE	ACTUAL SQ. FOOTAGE
D	CLASSROOM	1	E-1 .	V-N	9,100	6,845
E	CLASSROOM	1	E-1	V-N	9,100	6,845

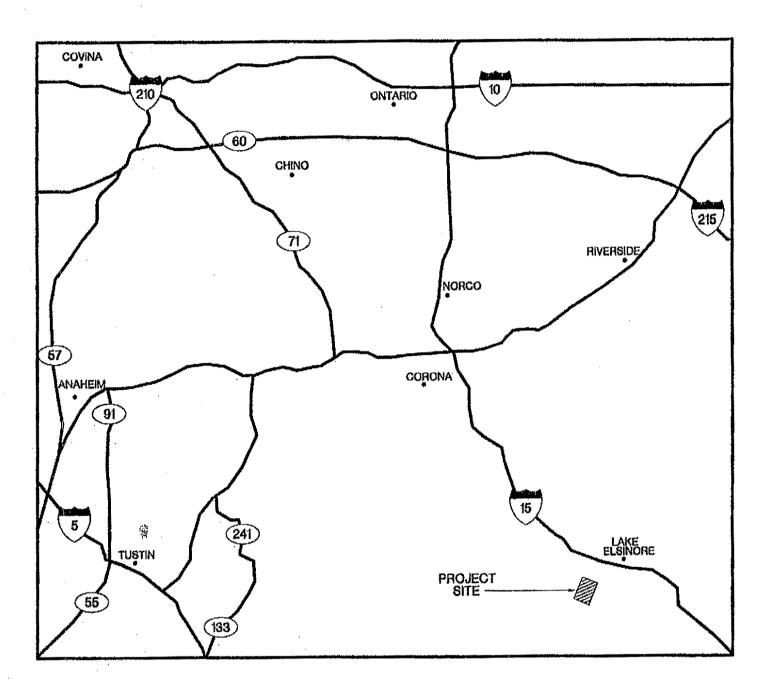
REPORTS REQUIRED:

NOTICE OF START VERIFIED REPORT SEMI-MONTYLY REPORT FINAL CERTIFICATE DUTY CONTRACTOR

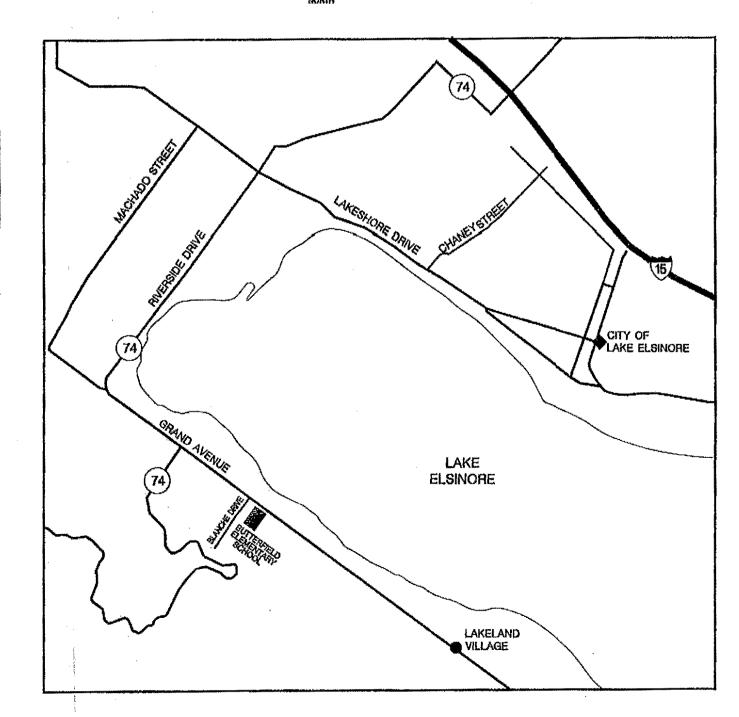
4-333, 4-342 (b)6 4-337

4-339 4-343

VICINITY MAP



LOCATION MAP



INDEX OF DRAWINGS

ARCHITECTURAL A0.1 TITLE SHEET

-A1.1	CAMPUS PLAN N.I.C.
	SITE DETAILS
A1.3	ACCESSIBLE RAMP PLAN, ELEVATIONS & DETAILS
74.15	SIGNAGE

A24 ROOF PLANS A2.5 ROOF DETAILS

A3.2	DOOR/WINDOW DETAILS
A3.4	WALL FRAMING DETAILS

BUILDING D FLOOR PLAN/EXTERIOR ELEVATIONS
BUILDING D REFLECTED CEILING PLAN/FINISH SCHEDULE

BUILDING E FLOOR PLAN/ELEVATIONS BUILDING E REFLECTED CEILING PLANFINISH SCHEDULE

AT.1 ENLARGED TOILET PLANS

T2	WALL SECTIONS
ТЗ	BUILDING SECTIONS/DETAILS
T5	PARTITION TYPES/DETAILS

CEILING DETAILS INTERIOR ELEVATIONS INTERIOR ELEVATIONS

INTERIOR DETAILS INTERIOR DETAILS DOOR/WINDOW SCHEDULES

STRUCTURAL

~ I I	
S1	GENERAL NOTES
S2	TYPICAL DETAILS
83	TYPICAL DETAILS

TYPICAL DETAILS BUILDING D FOUNDATION PLAN

BUILDING D ROOF FRAMING PLAN BUILDING E FOUNDATION PLAN

BUILDING E ROOF FRAMING PLAN FOUNDATION DETAILS

FRAMING DETAILS FRAMING DETAILS

AS-BUILT SURVEY

MECHANICAL/

MIO MECHANIZAL NOTES AND DETAILS

HVAC DUCTWORK PLAN BUILDING D HVAĆ DUCTWORK PLAN BUILDING E

MECHANICAL SCHEDULES MECHANICAL DETAILS M3.2/ MECHANICAL DETAILS

PLUMBING

SANITARY FLOOR PLAN AND RISER BUILDING D P2.4A WATER FLOOR PLAN AND RISER BUILDING D P2.4B GAS PLAN BUILDING D

P2.4C CONDENSATE PLAN BUILDING D

WATER FLOOR PLAN AND RISER BUILDING E P2.5C GAS PLAN BUILDING E DENSATE PLAN BUILDING E

POWER CAMPUS PLAN FIRE ALARM CAMPUS PLAN

FIRE ALARM FLOOR PLAN BUILDING D ⊁IRE ALARM FLOOR PLAN BUILDNG £

FIRE ALARM RISER AND DETAILS THRE ALARM RISER AND DETAILS

LIGHTING FLOOR PLAN BUILDING D LIGHTING FLOOR PLAN BUILDING E

POWER FLOOR PLAN BUILDING D E6.4 POWER FLOOR PLAN BUILDING E

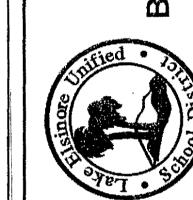
ELECTRICAL PANELS

ELECTRICAL LEGEND, SCHEDULES & DETAILS

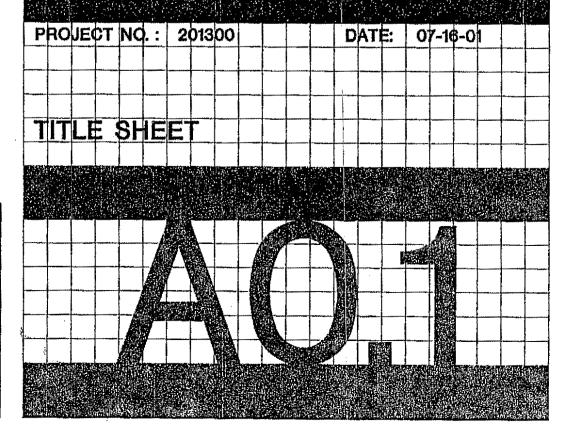
EDUCATION TECHNOLOGY FLOOR PLAN BUILDING D EDUCATION TECHNOLOGY FLOOR PLAN BUILDING E

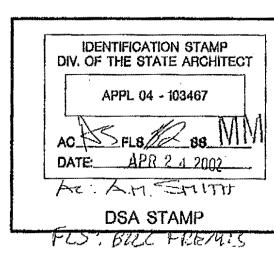
EDUCATION TECHNOLOGY DETAILS



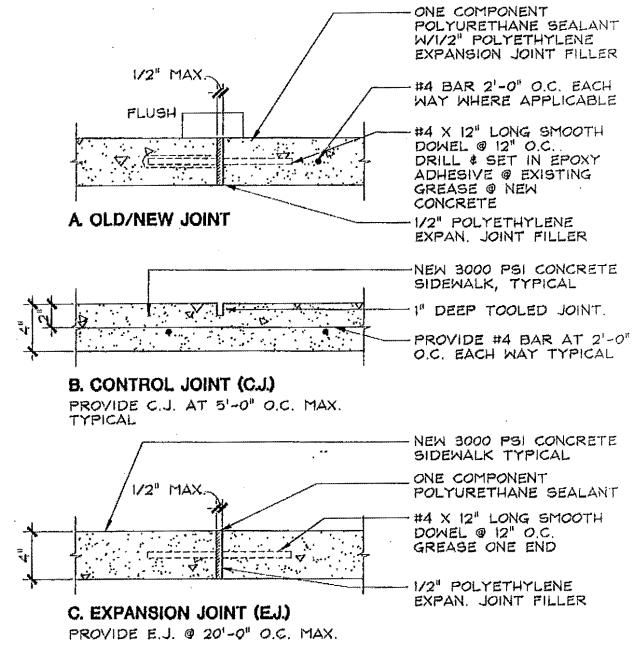




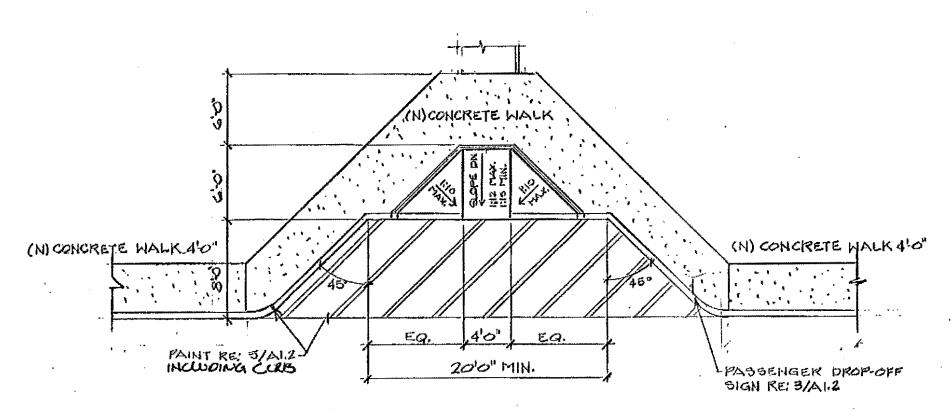




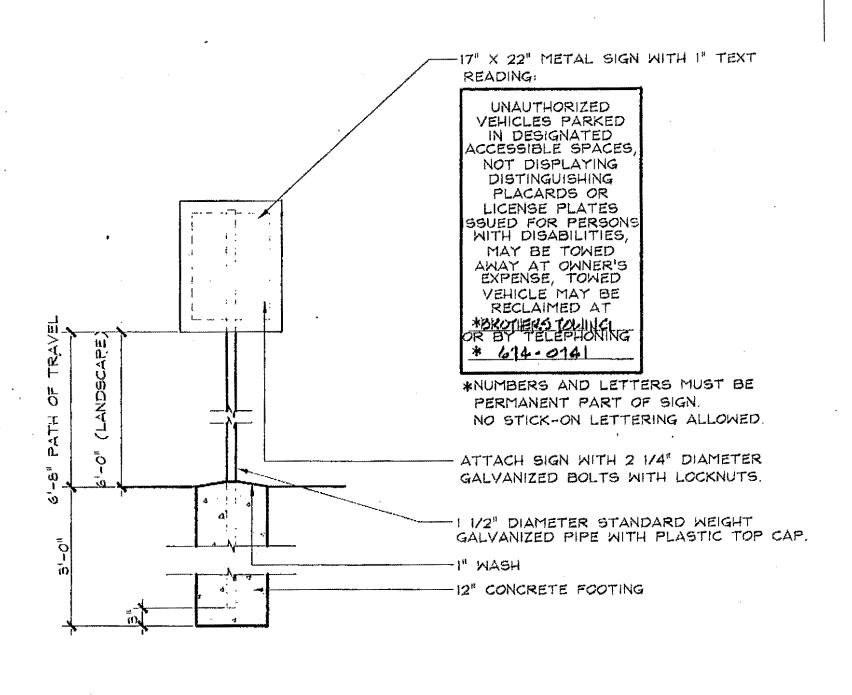
ACCESSIBLE PARKING STALL SIGN



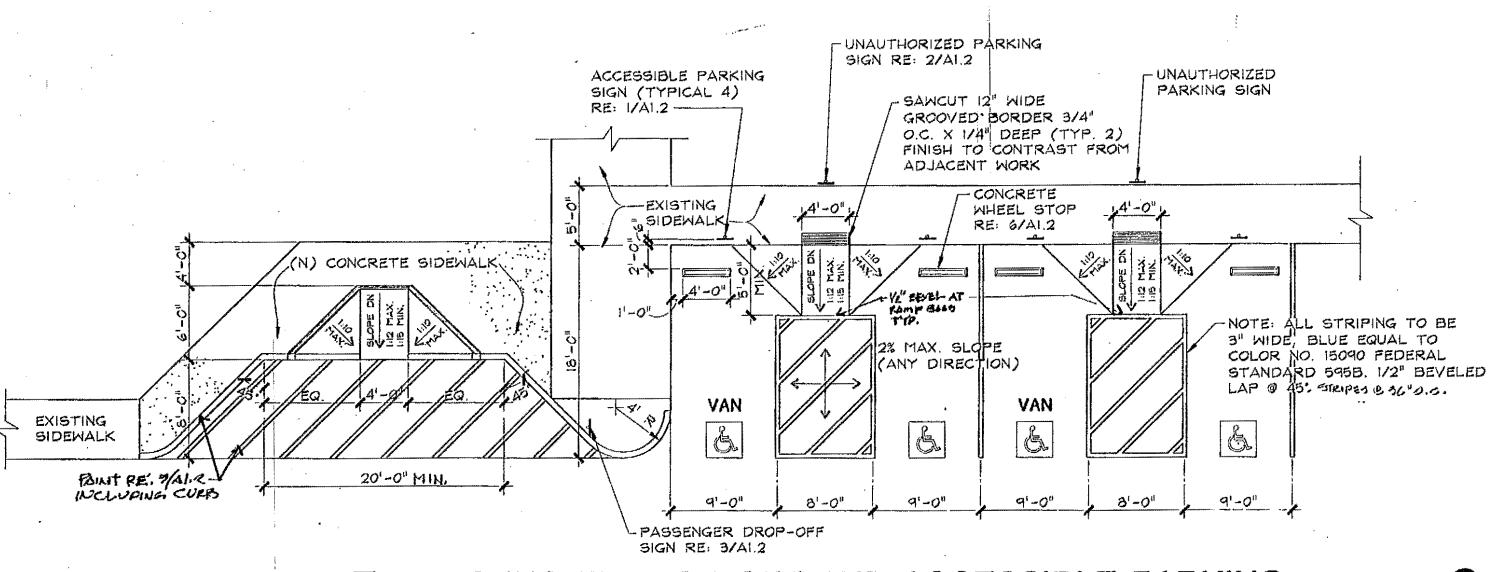
SIDEWALK JOINT DETAILS



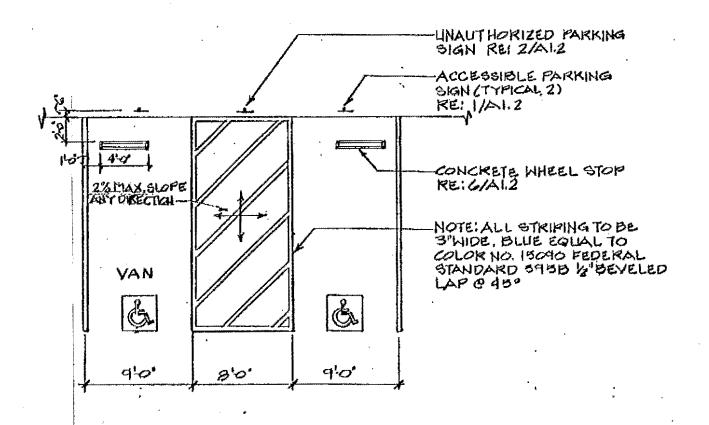
PASSENGER DROP -OFF



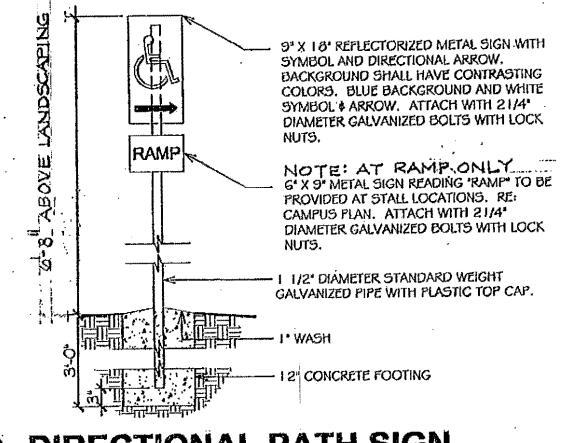
OUNAUTHORIZED PARKING SIGN



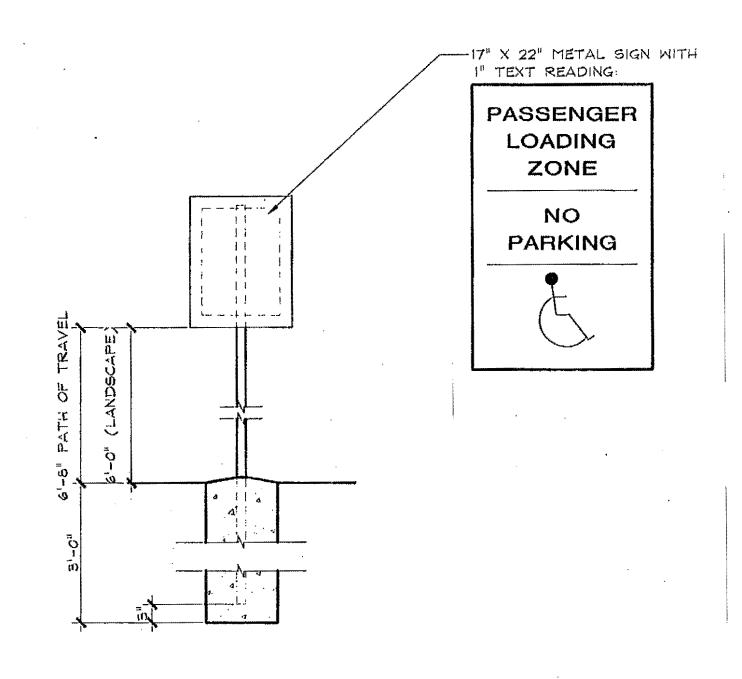
PASSENGER DROP-OFF AND ACCESSIBLE PARKING



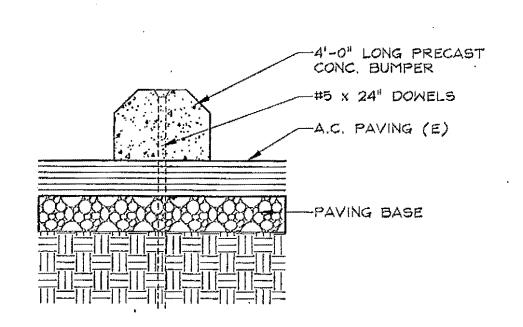
ACCESSIBLE PARKING



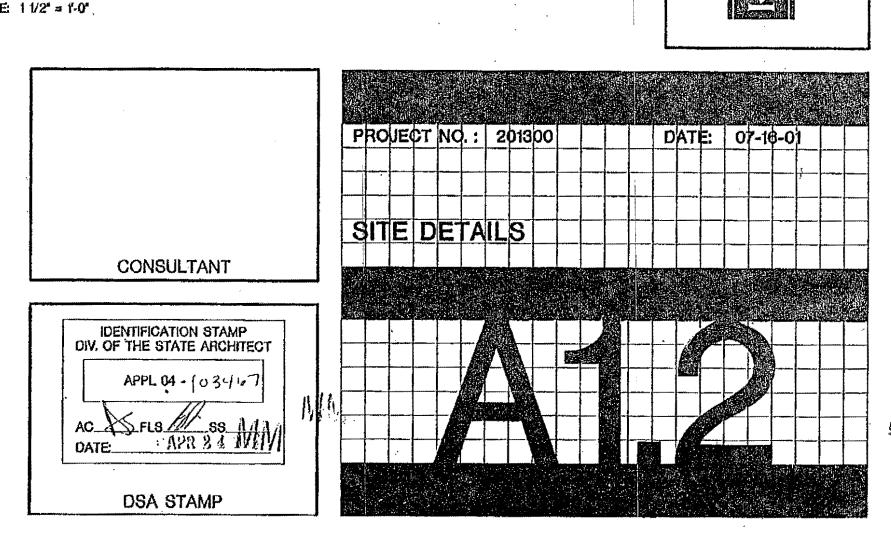
DIRECTIONAL PATH SIGN



3 PASSENGER DROP-OFF SIGN



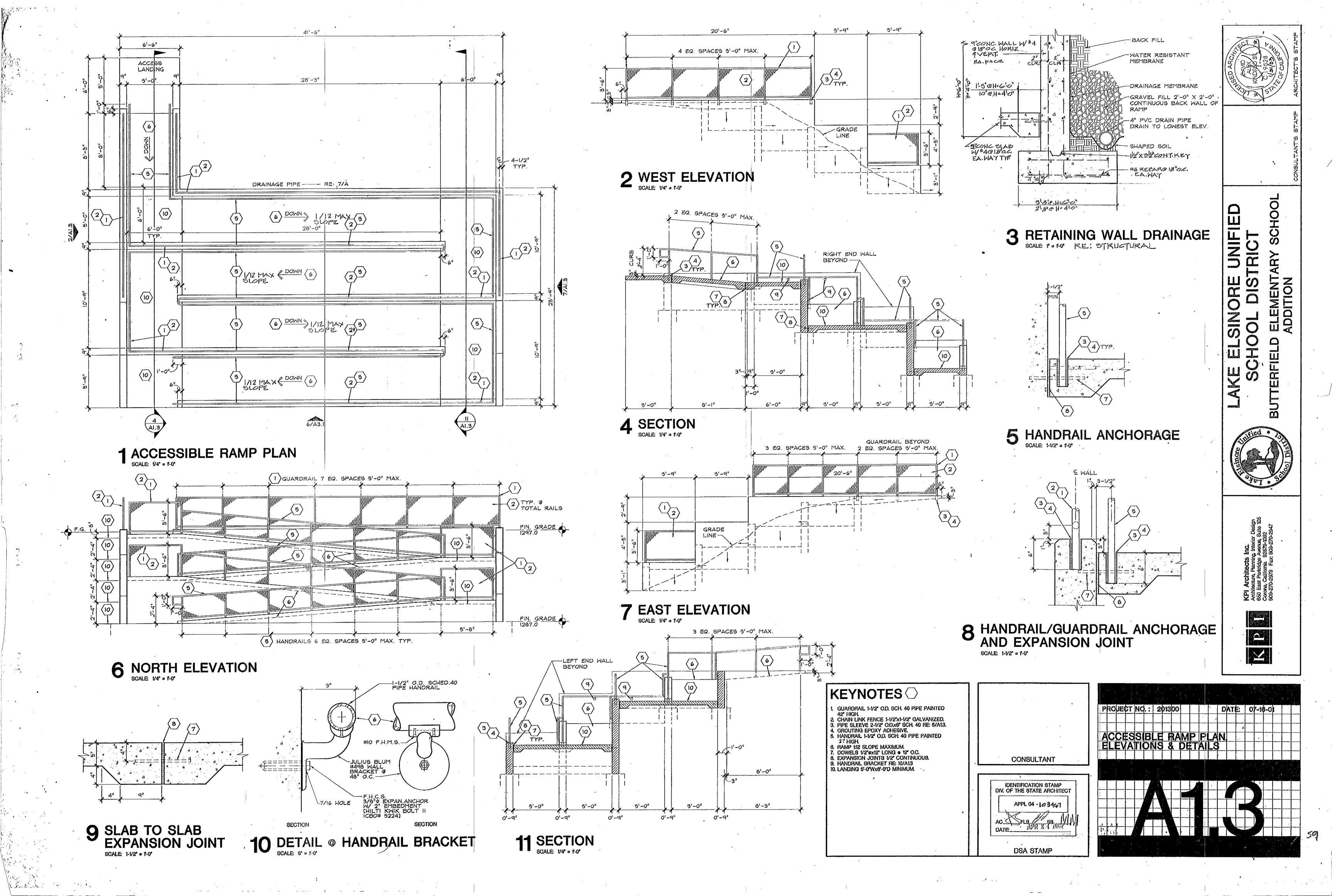
CONCRETE WHEEL STOP DETAIL



ONFIE ELSINORE CHOOL DIST



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ADDENDUM # 06

August 1, 2024

FOR:

Riverside County Lakeland Village Child Care Facilities Project

Project No.: FM08938011633

LOCATED AT: 16275 Grand Avenue Lake Elsinore, California, 92530



PREPARED BY:
COUNTY OF RIVERSIDE
FACILITIES MANAGEMENT
PROJECT MANAGEMENT OFFICE
3450 14th Street, Suite 200
RIVERSIDE, CA 92501

Addendum # 06 Content and Attachment List

DESCRIPTION

- Include in the Bid Form an Alternate under "Alternate 2" an Allowance in the amount of \$175,000.00 for the Mitigation of the Low Fire Flow to the project site.
- Revised Project plans/drawings, dated 8/1/2024 (114 sheets)
- Burke Structural Engineer's "STRUCTURAL CALCULATIONS FOR LAKELAND VILLAGE CHILDCARE CENTER" (84 pages)
- Updated Request for Clarification/Pre-Bid RFI Log Labeled "PRE-BID REQUESTS FOR CLARIFICATIONS (RFC) LOG" Attachment (15 pages)
- Request for Clarifications/Pre-Bid RFIs and Responses Attachment (40 pages)
- Reference Document Attachment Converse Consultant's "ASBESTOS, LEAD-BASED PAINT AND OTHER HAZARDOUS MATERIALS SURVEY REPOR RCLS Lakeland Village Branch Library, Buildings B & E" Report, dated October 5, 2022 (123 pages)
- Reference Document Attachment Elsinore Valley Municipal Water District's "Fire Flow Test Results for 16275 Grand Avenue – APN – 381-300-004 Conducted on 07/10/2024", dated July 19, 2024 (2 pages)
- Reference Document Attachment Serenity Fire Protection's fire flow test report, dated July 26, 2024 (2 pages)

ADDENDUM # 07

August 5, 2024

FOR:

Riverside County Lakeland Village Child Care Facilities Project

Project No.: FM08938011633

LOCATED AT: 16275 Grand Avenue Lake Elsinore, California, 92530



PREPARED BY:
COUNTY OF RIVERSIDE
FACILITIES MANAGEMENT
PROJECT MANAGEMENT OFFICE
3450 14th Street, Suite 200
RIVERSIDE, CA 92501

Addendum # 07 Content and Attachment List

DESCRIPTION

- Revised Plan Sheets (sheets A000, A110, and A610), dated 2024-08-05 (3 sheets)
- Updated Request for Clarification/Pre-Bid RFI Log Labeled "PRE-BID REQUESTS FOR CLARIFICATIONS (RFC) LOG" Attachment (17 pages)
- Request for Clarifications/Pre-Bid RFIs and Responses Attachment (1 page)

MATCHLINE

CAUTION: IF THIS SHEET IS NOT 30"x42" IT IS A REDUCED PRINT

530 92

P. EBRAHIMI DRAWN BY.: C.B./K.L./K.E. IEE23-6001-00

OCC. TYPE PATTERN LEGEND

B/BUSINESS (OFFICE) ..

(B) BUSINESS WITH LOAD FACTOR 15 (B) BUSINESS WITH LOAD FACTOR 150

(B) STORAGE WITH LOAD FACTOR 300

(I-4) INSTITUTIONAL (CHILD CARE) WITH LOAD FACTOR OF 35

MAX. COMMON PATH OF TRAVEL

MAX. COMMON PATH OF TRAVEL DISTANCE B/BUSINESS (OFFICE) .. I-4/INSTITUTIONAL (CHILD CARE). 75 FEET MAX.

WALL/ PARTITION LEGEND

INTERIOR NON-RATED PARTITION 1HR FIRE-RESISTANCE RATED

LEGEND

REQUIRED EXIT → DIRECTION OF TRAVEL □ □ □ □ □ MAXIMUM TRAVEL DISTANCE

ORIGINATING OCCUPANT LOAD CUMULATIVE OCCUPANT LOAD FROM ADJOINING ROOMS

COMMON PATH OF EGRESS TRAVEL (C.P.E.T.)

AGGREGATE OCCUPANT LOAD AT DESIGNATED POINT

AGGREGATE OCCUPANT LOAD AT DOOR

FIRE EXTINGUISHER

FIRE EXTINGUISHER CABINET

WALL-MOUNTED EXIT SIGN WITH BATTERY BACKUP, SHADED QUADRANT INDICATES FACE OF LETTERING, SIGN TO INCLUDE DIRECTIONAL ARROW AS INDICATED

NOTE: ADDITIONAL DIRECTIONAL EXIT SIGNS MAY BE REQUIRED PRIOR TO FINAL INSPECTION AND SUBJECT TO BUILDING INSPECTOR. EXIT SIGN TO BE CENTERED WITH THE DOOR.

EGRESS PLAN NOTES SEE SHEET A010 FOR GENERAL NOTES

KEYNOTES: 🖃

AREA AND IS REGULATED BY CBC

ROOF MEMBRANE ITSELF. (705A.1)

ADDITIONAL NOTE:

ROOfiNG CBC 705A

INCLUDES THE ROOF

· BASIS OF DESIGN:

IF REQUIRED, OVER

ASSEMBLY WITH

PLYWOOD ROOF

MANUFACTURERS.

ROOF VENTS CBC 706A

· BASIS OF DESIGN:

BASIS OF DESIGN:

(707A.7 ITEM 1)

MATERIALS.

2406.

(708A.3 ITEM 1)

BASIS OF DESIGN:

LOCATIONS PER CBC

BASIS OF DESIGN:

EXTERIOR COVERING CBC 707A

COMBUSTIBLE. (707A.3 ITEM 1)

SHALL BE NON-COMBUSTIBLE.

WINDOWS SHALL BE MULTI PANE

SYSTEMS WITH MIN. OF ONE

NON-COMBUSTIBLE. (708A.3 ITEM

FRAMES WITH GLAZING PER 708A.3.1.

STOREFRONT DOORS AND

MAXIMUM TRAVEL DISTANCE TO EXITS

I-4/INSTITUTIONAL (CHILD CARE)...

3-PART 7/8" CEMENT STUCCO ASSEMBLY.

NON-COMBUSTIBLE STEEL CONSTRUCTION.

SKYLIGHTS: THIS PROJECT HAS NO SKYLIGHTS.

EXTERIOR WINDOWS, SKYLIGHT AND DOORS CBC 708A

001 WALL-MOUNTED TACTILE SIGN, INDICATING "EXIT".

003 FULLY ACCESSIBLE RESTROOM FACILITY.

002 WALL-MOUNTED TACTILE SIGN, INDICATING "EXIT ROUTE".

HIGH SEVERITY WILDFIRE AREA CONSTRUCTION NOTES

 γ

THIS PROJECT HAS BEEN DESIGNATED IN A HIGH SEVERITY WILDFIRE

THIS PROJECT'S ROOF ASSEMBLY SHALL BE CLASS A. THE ASSEMBLY

SHEATHING, ROOF INSULATION, ANY PROTECTION BOARD AND THE

SINGLE PLY ROOfiNG: JOHNS MANVILLE ST6RA 60 MIL TPO CLASS A

ASTM E108 OR UL790 FIRE TEST EXPOSURE RATING WITH SLIP SHEET

BACKER BOARD, IF REQUIRED, OVER RIGID INSULATION OVER WOOD

WALL COVERING: THIS PROJECT'S WALL COVERING SHALL BE NON-

ROOF EAVES (CANOPY SOAITS): THIS PROJECT'S CANOPY SOAITS

EXTERIOR WINDOWS AND DOOR GLAZING: THIS PROJECT'S EXTERIOR

GLAZING SYSTEMS WITH MIN. OF ONE PANE BEING TEMPERED GLAZING

DUAL GLAZED ALUMINUM FRAMED WINDOWS AND STOREFRONT

PANE OF TEMPERED GLAZING. DUAL TEMPERED GLAZING AT SAFETY

EXTERIOR DOORS: THIS PROJECT'S SURFACE CLADDING SHALL BE

STEEL HOLLOW METAL DOORS AND FRAMES OR ALUMINUM CLAD

MAX. TRAVEL DISTANCE TO EXITS

300 FEET MAX.

200 FEET MAX.

SHEATHING. SEE SPECIFICATIONS FOR OTHER APPROVED

NO ROOF VENTS ARE PROVIDED IN THIS PROJECT.

CHAPTER 7A. THE FOLLOWING ARE THE PERFORMANCE CRITERIA.

INNMWO

92530 ENUE CALIFORNIA VILLAGE E CENTE 16275 LAKE

A B C P. EBRAHIMI **DRAWN BY.:** C.B./K.L./K.E. **JOB NO.:** IEE23-6001-00

SHEET

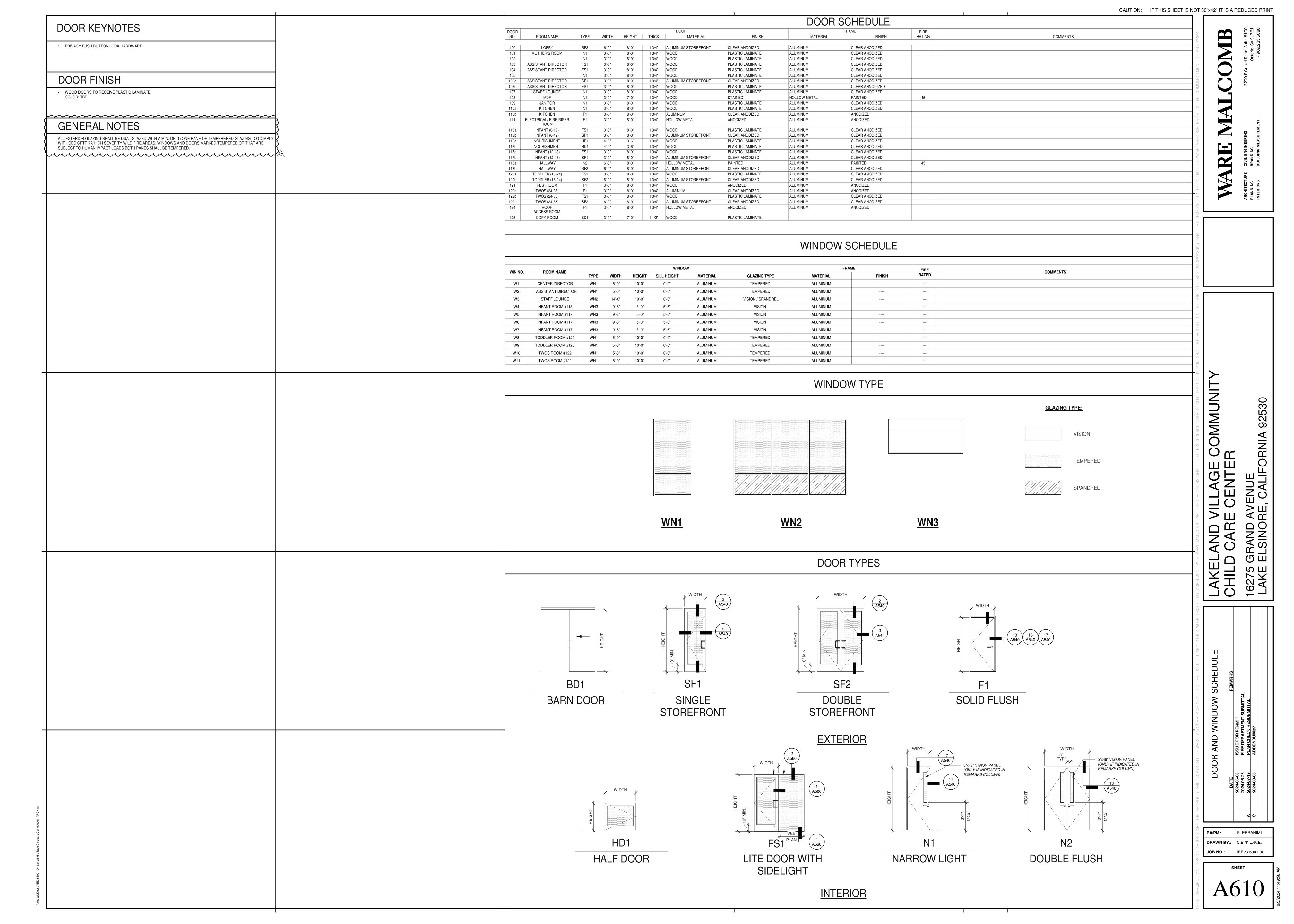
RESTROOM SUMMARY

	PLUMBING FIXTURE COUNT						REQUIRED				PROVIDED			
OCCUPANCY GROUP	ROOM SQUARE FOOTAGE	SQUARE FOOTAGE FACTOR T-4-1	NUMBER OF OCCUPANTS	/2	OCCUPANT LOAD (WOMEN)	WC / URN	LAV	DF	SERVICE SINK	WC / URN	LAV	DF	SERVICE SINK	
B/ OFFICE	1,275 S.F.	1/150	8											
B/ELEC./MDF/JAN. / RF. ACC.	334 S.F.	1/300	2											
B/ BREAK / WAITING	539 S.F.	1/15	36											
SUPPORT AREA	2,142 S.F.		46	23	MALE	2	1			2	1			
SUMMARY				23	FEMALE	2	1			2	1			
LA/ OUU DOADE	3,677 S.F.	1/35	105	53	MALE	4	2			4	6			
I-4/ CHILDCARE				53	FEMALE	4	2			4	6			
TOTAL PROJECT	5,819 S.F.		151			12	6	1	1	12	14	1	6	

1/8"=1'-0" 1 1 1 32' 0 4' 8'

OCCUPANCY AND EGRESS PLAN

SCALE: 1/8" = 1'-0"



Date of RFC	RFC #	Question	Response	Date of Response	Response Issued	Responded To By	RFC Submitted By	Contractor RFC #	Addendum Issued
6/20/2024	BRFI001	Are there any prequalification requirements for the prime contractor or any of the first-tier subcontractors?	There are no requirements for prospective prime contractors and subcontractors to be prequalified by the Owner/County of Riverside for this project.	7/3/2024	7/3/2024	Ware Malcomb / County of Riverside	Inland Building Construction Companies, Inc.	001	3
6/20/2024	BRFI002	Please confirm if payment and performance bonds required for subcontractors?	Only the successful Bidder will be required by the Owner/County of Riverside to furnish a Performance Bond and a Payment Bond.	7/3/2024	7/3/2024	Ware Malcomb / County of Riverside	Inland Building Construction Companies, Inc.	002	3
7/5/2024	BRFI - MDI 001	Please provide the electrical sheet for detail of poles for fixture types PT1 & PT2. Is it round or square, steel or aluminum and height. Sheet No. A150 – Finish Plan tag name RF-1 floor finishes does not include in Sheet No. A620 finish schedule. Please clarify. (SEE ATTACHED COMPLETE RFI & RESPONSE)	ITEM: LUXURY VINYL TILE MFR: SHAW CONTRACT COLLECTION: BRANCHING OUT COLOR: PLAINS OAK (SEE ATTACHED COMPLETE RFI & RESPONSE)	7/8/2024	7/17/2024	Ware Malcomb	MDI	1	4
7/5/2024	BRFI003	Sheet A150 calls for CON floor finish in Rooms 108,111,112, and 124, but CON is not listed as a floor finish on the finish schedule Sheet A620.	CON to be polished concrete.	7/8/2024	7/17/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	003	4
7/5/2024	BRFI004	Sheet A150 calls for RF floor finish in multiple rooms, however RF is not listed as a floor finish on the finish schedule Sheet A620. Please advise.	MFR: SHAW CONTRACT	7/8/2024	7/17/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	004	4
7/5/2024	BRFI005	Sheet L1.00 Site Amenities Legend lists SA-1 Shade Sail and states to see footnote #1 on the Notes heading, which refers you to the Specifications for additional information. No Specifications were provided for the 4Shade Sail. Please provide SA-1 Shade Sail Specifications.	Please see the specifications and landscape consultant response in the following. (SEE ATTACHED COMPLETE RFI & RESPONSE)	7/10/2024	7/17/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	005	4

Date of RFC	RFC #	Question	Response	Date of Response	Response Issued	Responded To By	RFC Submitted By	Contractor RFC #	Addendum Issued
7/5/2024	BRFI006	Sheet L1.01 calls out SA-1 Shade Sail near the northwest corner of the site. Nothing is depicted in the location that the Keynote is pointing. Please provide the location, dimensions and details for the Shade Sail.	Please see the specifications and landscape consultant response in the following. (SEE ATTACHED COMPLETE RFI & RESPONSE)	7/10/2024	7/17/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	006	4
7/5/2024	BRF1007	One undercounter refrigerator is shown in Room 101, Spec section 11 30 13 section 2.5 lists two different types of undercounter refrigerators, EA-1 & EA-2. Please confirm if EA-1 or EA-2 is to be included.	Only 1 under-counter refrigerator in room 101. EA- 1to be included.	7/8/2024	7/17/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	007	4
7/5/2024	BRFI008	Appliance specification 11 30 13 refers you to the plans for the Model No., however no information regarding Model No. is provided on the plans.	Not part of this bidding. GC to coordinate with end user to provide acceptable ref. opening for purchased appliance.	7/10/2024	7/17/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	008	4
7/5/2024	BRFI009	Appliance specification 11 30 13 calls for Coffee Makers, but none are shown on plans. Please confirm if these are required. If so, please provide quantity and location.	Not part of this bidding.	7/10/2024	7/17/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	009	4
7/5/2024	BRFI010	Elevation 4B/A414 shows a stove but there are no callouts and it is not listed in the Appliance Specifications. Please confirm if this is to be provided by the Contractor. If so, please provide specifications.	Not part of this bidding.	7/10/2024	7/17/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	010	4
7/5/2024	BRFI011	Sheet A210 exterior elevation calls for a smooth plaster finish with integral color but the paint note on the same sheet calls for all walls to be painted and includes a paint schedule. Please confirm if plaster is to be integral color or painted.	The exterior wall plaster finish is a fine sand finish to be painted over.	7/8/2024	7/17/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	011	4

Date of RFC	RFC#	Question	Response	Date of Response	Response Issued	Responded To By	RFC Submitted By	Contractor RFC #	Addendum Issued
7/5/2024	BRFI012	Office Equipment Specification 11 28 00 refer you to an office equipment schedule on the drawings but no office equipment schedule was provided. Please advise.	Not part of this bidding.	7/10/2024	7/17/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	012	4
7/5/2024	BRFI013	Plan sheet A190 Keynote 1 calls for Single-Ply Roofing. Please confirm spec section 07 51 13 Asphalt Roofing does not apply to this project.	The single plywood roofing is correct, Asphalt roofing does not apply to this project.	7/8/2024	7/17/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	013	4
7/5/2024	BRFI014	Plan Sheet A210 Keynote 404 calls for Pre-fab aluminum canopy, however sheet S102 Roof Plan calls for the canopies to be wood framed. Please advise.	The canopies are wood frame and there are no pre-fab canopies in this project.	7/8/2024	7/17/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	014	4
7/5/2024	BRFI015	Plan Sheet A410 keynote 407 calls for future signage. Please confirm exterior building signage is not to be included as part of this bid.	This signage is not to be included as part of this bid.	7/8/2024	7/17/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	015	4
7/5/2024	BRFI016	Plan Sheet A120 calls out keynotes 229 & 230 but no description is provided. Please advise.	229 UPPER AND LOWER CABINETS IN THIS ROOM TO HAVE LOCKS. SEE SHEET A414 FOR LOCK SPECIFICATION. 230 LOWER CABINETS IN THIS ROOM TO HAVE LOCKS. SEE SHEET A414 FOR LOCK SPECIFICATION.	7/8/2024	7/17/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	016	4
7/5/2024	BRFI017	Elevations on A415 call for WD-1 wall finish at the bench seating nook, however no WD-1 listed on A620 Finish Schedule. Please provide information on WD-1.	(SEE ATTACHED COMPLETE RFI & RESPONSE)	7/8/2024	7/17/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	017	4
7/5/2024	BRFI018	Plan Sheet A100 Keynote 115 calls for Chain Link Fence, however plan sheet L1.00 calls for fence to be Steel with Puncto Panels. Please advise.	The fence to be steel with puncto panels.	7/8/2024	7/17/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	018	4

Date of RFC	RFC #	Question	Response	Date of Response	Response Issued	Responded To By	RFC Submitted By	Contractor RFC #	Addendum Issued
7/5/2024	BRFI019	Plan Sheet A100 Keynote 116 calls for Chain Link Swing Gate, however detail H/L1.52 calls for barrier gate. Please advise.	The gate is a barrier gate.	7/8/2024	7/17/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	019	4
7/5/2024	BRFI020	Drawings do not have any window calls outs or window schedule. Please provide.	Please see the window schedule attached.	7/8/2024	7/17/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	020	4
7/5/2024	BRFI021	Door #125 is assigned Type BD1, however there is no door Type BD1 shown. Please advise.	BD-1 is a wood barn door (SEE ATTACHED COMPLETE RFI & RESPONSE)	7/8/2024	7/17/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	021	4
7/5/2024	BRFI022	Door #125 is not assigned to any hardware group. Please advise.	Please see the updated door schedule attached.	7/10/2024	7/17/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	022	4
7/5/2024	BRFI023	Finish Plan A150 calls for WP-1 in the Janitor's Room 109. WP-1 is not listed on the Finish Schedule A620. Please advise.	WP-1 to be Acrovyn #265 Fog, Suede.	7/8/2024	7/17/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	023	4
7/5/2024	BRFI024	Finish Carpentry Spec 06 20 23 calls for interior trim, shelving & clothes rods, however none are shown on the plans. Please confirm if spec section 06 20 23 applies to this project.	No finish Carpentry in this project.	7/8/2024	7/17/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	024	4
7/8/2024	BRFI025	Detail 9/A414 does not call out the counter top finish at Copy Room 125, please advise.	Counter top finish at copy room to be Quartz (QTZ-1).	7/8/2024	7/17/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	025	4
7/8/2024	BRFI026	Multiple elevations on sheet A414 call for cabinet finishes to be WD-1, but WD-1 is not listed on sheet A620 Finish Schedule. Please confirm if this is a typo and all cabinets are to have WDV-1 Finish.	WD-1 and WDV-1 are the same.	7/8/2024	7/17/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	026	4

Date of RFC	RFC#	Question	Response	Date of Response	Response Issued	Responded To By	RFC Submitted By	Contractor RFC #	Addendum Issued
7/12/2024	BRFI027	There are no fire alarm devices shown on the plans. Please confirm that this will be a design build code minimum system with deferred submittal? If not, please provide layout of devices.	Fire alarm system is a differed submittal.	7/22/2024	7/22/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	027	5
7/12/2024	BRFI028	Drawing E210 shows Panel EV on the single line diagram. There is no panel schedule for this panel. What are we to figure?	See the updated Electrical drawings.	7/22/2024	7/22/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	028	6
7/12/2024	BRFI029	The Site Drawing E225 does not show anything for new SCE service. What are we to figure?	The SCE service will be the same. More coordinations should be done with County officials regarding this item.	7/22/2024	7/22/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	029	5
7/12/2024	BRFI030	Specification include Sections 281000 (Access Control), 281600 (Intrusion) and 282000 (Video Surveillance), there is nothing shown on the electrical drawings for these sections. Please confirm they do not apply to this project?	It is a differed submittal.	7/22/2024	7/22/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	030	5
7/12/2024	BRFI031	Specifications include Section 261414 Photovoltaic System, there is nothing shown on the electrical drawings for this section. Please confirm it does not apply this project?	See Updated Electrical drawings.	7/22/2024	8/1/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	031	6
7/13/2024	BRFI032	Please provide roof details.	See updated Architecture drawings.	7/22/2024	8/1/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	032	6
7/12/2024	BRFI033	No soils report was provided. Please provide.	Soils report added to this addendum - Addendum No. 5.	7/22/2024	7/22/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	033	5

PRE-BID REQUESTS FOR CLARIFICATION (RFC) LOG

Project Name: Riverside County Lakeland Village Child Care Facilities Project

Project No.: FM08938011633

ADDENDUM NO. 7 ATTACHMENT

Date of RFC	RFC #	Question	Response	Date of Response	Response Issued	Responded To By	RFC Submitted By	Contractor RFC #	Addendum Issued
7/16/2024	BRFI034	Plan sheet C5.0 shows a new 6" fire service but states "Per separate plan & permit", please advise if there is a separate plan & permit or if the route shown on the plans for the fire service is to be submitted as a deferred submittal.	The referenced 6" fire service route shown on the plans is part of another campus development project, which was approved and permitted by the county separately from this project. Therefore, a deferred submittal is not applicable for this referenced 6" fire service.	7/22/2024	7/22/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	034	5
7/16/2024	BRFI035	Plan sheet C5.0 shows an existing 8" fire service to be relocated but states "Per separate plan & permit", please advise if there is a separate plan & permit or if the route shown on the plans for the fire service is to be submitted as a deferred submittal.	The referenced 8" fire service route shown on the plans is part of another campus development project, which was approved and permitted by the county separately from this project. Therefore, a deferred submittal is not applicable for this referenced 6" fire service.	7/22/2024	7/22/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	035	5

Date of RFC	RFC #	Question	Response	Date of Response	Response Issued	Responded To By	RFC Submitted By	Contractor RFC #	Addendum Issued
7/16/2024	BRFI036	Plan sheet C5.0 shows an existing fire hydrant to be relocated but states "Per separate plan & permit", please advise if there is a separate plan & permit or if the route shown on the plans for the fire service is to be submitted as a deferred submittal.	The referenced fire service route shown on the plans is part of another campus development project, which was approved and permitted by the county separately from this project. Therefore, a deferred submittal is not applicable for this referenced fire service route. However, the relocation of the fire hydrant is included in the scope for this project and to be included in the Bidder's Bid.	7/22/2024	7/22/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	036	5
7/16/2024	BRFI037	Plan sheet P102 shows seven locations where the roof drains are to connect to the storm drain system, however sheet C5.0 does not show any storm drain lines to the building. Please	See the updated civil drawings for more information	7/22/2024	8/1/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	037	6
7/18/2024	BRFI038	BRFI #008 states that appliances are not part of this bid. However BRFI #007 states to include the undercounter refrigerator, which contradicts BRFI #008. Please advise if all appliances are to be included as part of this bid, if so please provide model numbers.	Appliances is not part of this bid.	7/22/2024	7/22/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	038	5
7/19/2024	BRFI039	There are two air and weather barriers noted specs provided, 07 25 00 (black paper and Tyvek) and 07 27 26 (sprayed on weather barrier). Please confirm which spec is to be used.	Sprayed on weather Barrier is the correct type to be used.	7/22/2024	8/1/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	039	6

Date of RFC	RFC#	Question	Response	Date of Response	Response Issued	Responded To By	RFC Submitted By	Contractor RFC #	Addendum Issued
7/19/2024	BRFI040	There are two plaster specs provided, 09 24 00 (acrylic finish) and 09 24 23 (acrylic with mesh & base finish). Please confirm which spec is to be used.	finish is the correct type to be	7/22/2024	8/1/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	040	6
7/19/2024	BRFI041	Please provide a backing detail for wall hung items.	See updated architecture set.	7/22/2024	8/1/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	041	6
7/19/2024	BRFI042	Sheet A120, Floor Plan Note #2 indicates that all walls are 3-5/8" wood framing . However, sheet A550 (and A560) shows wall and soffit framing out of metal studs. Please clarify.	The structure is wood stud, for more info see updated architecture set.	7/22/2024	8/1/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	042	6
7/19/2024	BRFI043	Sheet A141 shows cloud ceilings. Please indicate if these require backing at the gypsum board ceilings for attachments.	These elements require backing. (SEE ATTACHED COMPLETE RFI & RESPONSE)	7/22/2024	7/22/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	043	5
7/19/2024	BRFI044	Sheet A410 shows a wall/partition legend, it does not indicate which walls are partial height and which ones are full height. Please confirm all walls are full hight.	These elements require backing.	7/22/2024	8/1/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	044	6
7/19/2024	BRFI045	Detail 12/A530 shows only densglass at the exterior canopies. However, A140 ceiling plan shows plaster on them. Please confirm these areas require densglass and plaster.	See updated architecture set details 10 and 12/A530.	7/22/2024	8/1/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	045	6
7/19/2024	BRFI046	Detail 10/A540 shows a pre-finished aluminum closure panel; however detail 11/A540 shows a metal flashing piece to be painted. Please clarify.	Detail 13/A550 Governs. (SEE ATTACHED COMPLETE RFI & RESPONSE)	7/22/2024	7/22/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	046	5
7/19/2024	BRFI047	Detail 13/A550 shows soffits and ceilings being framed with metal stud framing. Also, provide a top track attachment detail for a suspended track and a kicker detail.	The structure is wood studs and there are no metal studs in this project. See updated architecture set for any additional info.	7/22/2024	8/1/2024			047	6

Date of RFC	RFC#	Question	Response	Date of Response	Response Issued	Responded To By	RFC Submitted By	Contractor RFC #	Addendum Issued
7/19/2024	BRFI048	Detail 13/A550 indicates to use 5/8" type X at ceilings. Section 09 29 00 specifies to use ½" board. Please clarify.	Detail 13/A550 Governs. (SEE ATTACHED COMPLETE RFI & RESPONSE)	7/22/2024	7/22/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	048	5
7/19/2024	BRFI049	Detail 13/A550 shows smooth gloss paint finish. Per Section 09 29 00 at locations with gloss paint finish we are to provide a level 5 finish. Is this finish achieved by spraying a surfacer on the wall or skim coat?	Exterior finish is sand finish to be painted over wood stud wall. (SEE ATTACHED COMPLETE RFI & RESPONSE)	7/22/2024	7/22/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	049	5
7/29/2024	BRFI050	Sheet A141 F-8a call out states 6', however the plan measures the baffles to be 6'-6" long. Please confirm that F-8a baffles are to be 6'.	6'-0" is the correct info.	8/1/2024	8/1/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	050	6
7/29/2024	BRFI051	Building section 3/A310 Hallway 118 shows the baffles being directly mounted to the Gypsum Board ceiling at 10". Please provide an attachment detail.	Deepest part of baffles to be 8". Bottom of baffles and lighting in between to be at 9'. Please follow manufacture standards for installation.	8/1/2024	8/1/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	051	6
7/29/2024	BRFI052	Spec section 09 84 36 indicates to refer to drawings for shape and dimensions. However, the drawings do not provide this information. Please advise.	Please follow manufacture standards for installation.	8/1/2024	8/1/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	052	6
7/29/2024	BRFI053	Sheet A620 calls out Wolf Gordon as the manufacturer for P-1 through P-5, however Wolf Gordon is not listed as one of the manufacturers in spec section 09 91 23. Please advise.	Wolf Gordon or approved equal is acceptable.	8/1/2024	8/1/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	053	6
7/29/2024	BRFI054	Please provide the color name and tier level for Solid Surface and Quartz Countertops.	LXHausys: Gemini, VW01 Volcanics Collection	8/1/2024	8/1/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	054	6

Date of RFC	RFC#	Question	Response	Date of Response	Response Issued	Responded To By	RFC Submitted By	Contractor RFC #	Addendum Issued
7/29/2024	BRFI055	Specification section 061000 part 1.4 requires "FSC" certified wood and chain of custody. I do not see a LEED section included in the specification book. "FCS" certified products will drive up costs and potentially create procurement challenges. Please clarify if "FCS" lumber is a requirement for this project. If so what is the desired percentage of lumber products to be certified?	It is not required.	8/1/2024	8/1/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	055	6
7/29/2024	BRFI056	Specification section 061000 part 2.2 requires all rough carpentry to be preservative treated, however part 2.3 requires blocking, non-load bearing walls, roof construction and backing panels to be fire retardant treated. This information is conflicting as you can only apply one treatment. Please clarify which treatment type is required, if any and where each type of treatment is required.	Fire retardant treated will be applied on the fire rated construction and the rest of construction will be preservative treated.	8/1/2024	8/1/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	056	6
7/29/2024	BRF1057	BRFI020 issued a window schedule, however it is missing callouts for windows at multiple locations. Please reference the attached marked up drawing.	Noted glazings are part of the storefront systems for more information on the storefronts please see sheet A410.	8/1/2024	8/1/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	057	6

Date of RFC	RFC#	Question	Response	Date of Response	Response Issued	Responded To By	RFC Submitted By	Contractor RFC #	Addendum Issued
7/26/2024	BRFI - JC 001	1. SPECIFICATION SECTION 061000 PART 1.4 REQUIRES "FSC" CERTIFIED WOOD AND CHAIN OF CUSTODY. I DO NOT SEE A LEED SECTION INCLUDED IN THE SPECIFICATION BOOK. "FCS" CERTIFIED PRODUCTS WILL DRIVE UP COSTS AND POTENTIALLY CREATE PROCURMENT CHALLENGES. PLEASE CLARIFY IF "FSC" LUMBER IS ACTUALLY A REQUIREMENT FOR THIS PROJECT. IF SO WHAT IS THE DESIRED PERCENTAGE OF LUMBER PRODUCTS TO BE CERTIFIED? 2. SPECIFICATION SECTION 061000 PART 2.2 REQUIRES ALL ROUGH CARPENTRY TO BE PRESERVITIVE TREATED, PART 2.3 REQUIRES BLOCKING, NON-LOAD BEARING WALLS, ROOF CONSTRUCTION AND BACKING PANELS TO BE FIRE RETARDANT TREATED. ALSO, SPECIFICATION SECTION 061600 PART 2.3 REQUIRES ALL PLYWOOD TO BE PERSERVITIVE TREATED. PART 2.2 AND 2.3 AND SECTION 061600 ARE CONFLICTING AND CONFUSING. PLEASE CLARIFY WHERE EACH TYPE OF TREATMENT IS ACTUALLY REQUIRED.	1- It is not required 2- Fire retardant treated will be applied on the fire rated construction and the rest of construction will be preservative treated.	8/1/2024	8/1/2024	Ware Malcomb	JC FRAMING CONSTRUCTION INC	JC 101	6
7/16/2024	BRFI - AMG 001	Please see the following questions for the Lakeland Village Child Care Facilities project: 1. Are there any As-Built drawings of the existing building? 2. Is the current building steel frame or wood frame? 3. Is there a chance to visit the site again?	1- Yes, the As-built drawings and included in this addend - Addendum No. 5. 2- The structure is wood studs. 3- A additional site visit is scheduled for 9:30 a.m. on Friday, July 26, 2024 at the project site, located at16275 Grand Avenue Lake Elsinore, California, 92530.	7/22/2024	7/22/2024	Ware Malcomb	AMG	AMG 001	5

Date of RFC	RFC #	Question	Response	Date of Response	Response Issued	Responded To By	RFC Submitted By	Contractor RFC #	Addendum Issued
		1) There are not Solar PV plans. Is this required for this project? Or is this Design-Build? If so what size is required? Are batteries required? 2) Is there a abatement/lead hazardous material survey report? 3) Detail D on sheet L1.51 shows 3" thick of decomposed granite. However, specification 321523/3.03/A shows 4" depth. Please clarify the depth of decomposed granite. 4) Turf legend on sheet L3.00 shows sod is Bandera Bermuda. However, specification 329000/2.4/I shows sod is Tifway II. Please clarify. 5) Metal edging legend on sheet L1.00 shows model is Cleanline 1/8"x5.5". However. Specification 329000/2.5/G/5 shows 3/16" x5.5". Please clarify. 6) The application rate of soil amendments for soil preparation as shown on specification 329200/2.3, 329113/3.5/7, and planting note #8 on sheet L3.00 are different. Please clarify which one shall be applied. 7) The application rate of soil amendments for planting backfill per specification 329200/3.9/F is different from planting note #8 on sheet L3.00. Please clarify which one shall be applied. 8) Irrigation schedule on sheet L2.00 show model of QCV is 33-DLRC 3/4". However, specification 328400/2.08/D shows QCV shall be 1". Please clarify the size and model of QCV. 9) Irrigation schedule on sheet L2.00 show model of dripline tubing is TLCV-06-12, dripper spacing at 18". However, specification 328400/2.13/3/d shows emitter spacing is 12". Please clarify the model of drip tubing. 10) Irrigation schedule on sheet L2.00 shows Ball valve shall be Lasco TUBV-SC 1", 11/2", 2" install same size of mainline. Please clarify model of Ball valve at mainline 11-4". Besides, Lasco TUBV-SC size 1-1/4" is not available.	1- Not part of this bidding. 2- See attached report. 3- Detail D on sheet L1.51 governs. 4- Info on sheet L3.00 governs. 5- Info on sheet L1.00 governs. 6- Info on sheet L3.00 governs. 7- Info on sheet L3.00 governs. 8- Info on sheet L2.00 governs. 9- Info on sheet L2.00 governs. 10- Approved equal alternatives are acceptable.	7/22/2024	8/1/2024	Ware Malcomb	AMG	AMG 002	6

Date of RFC	RFC #	Question	Response	Date of Response	Response Issued	Responded To By	RFC Submitted By	Contractor RFC #	Addendum Issued
	BRFI - AMG 003	 How does the client want the panels mounted onto the posts? What is the desired design for the dual swing gates (G-1 and G-2)? We can fabricate the gates with Astyl's panels, but how do you want this done? With a U-channel along the door railing? For Item F-2, how do you want us to complete the 1' overhang? Also, what is the panel pattern for the fence style desired from Astyl. We need a clear drawing to request the product 	See attached Landscape designer's response	7/22/2024	8/1/2024	Ware Malcomb	AMG	AMG 003	6
7/19/2024	BRFI - MAR 001	from Astyl. 1. Is the irrigation system conventional system or 2-wire system? 2. There are the conflicts for the depth of mainline, lateral line, mainline sleeve and lateral line sleeve per detail N - Irrigation Sleeving/ sheet L2.51, specification section 328400/ 3.03C and 328400/ 3.04D.3. Please clarify the depth of mainline, lateral line, mainline sleeve and lateral line sleeve. 3. Please provide detail of pipe transition point in drip box that shown on irrigation legend/ sheet L2.00. 4. Please provide the depth of decorative stone as shown on paving legend sheet L1.00. 5. The model of metal edging as shown on legend sheet L1.0, specification section 329000/2.5/5, and specification section 321523/2.02/F are different. Please clarify material of metal edging. 6. Please provide the detail of tree protection fencing as shown on sheet C2.0.	1 - Conventional system. 2 - Info on L2.51 governs. 3 - See updated landscape drawings. 4 - See updated landscape drawings. 5 - Info on L1.0 governs. 6 - See updated landscape drawings.	7/22/2024	8/1/2024	Ware Malcomb	Marina Landscape	MAR 001	6

Date of RFC	RFC #	Question	Response	Date of Response	Response Issued	Responded To By	RFC Submitted By	Contractor RFC #	Addendum Issued
7/29/2024	BRFI - AP 001	Under ** 3.4 THE DEPARTMENT ORIENTATION TRAINING it is asking for training at a specific location. 3. The training shall be provided at the equipment manufacturer's authorized training facility located in Los Angeles County. What is the Riverside County Access Control Standard? And where will this training take place?	Access control system is not part of this bid.	8/1/2024	8/1/2024	Ware Malcomb	Apple Valley Communications	AP 001	6
7/29/2024	BRFI - AP 002	** SUBSTITUTIONS - Not sure if the Intrusion System we will be submitting on bid day is a "Substitution" without knowing what system is required. What is the Intrusion Detection Standard for Riverside County?	Intrusion detection system is not part of this bid.	8/1/2024	8/1/2024	Ware Malcomb	Apple Valley Communications	AP 002	6
7/29/2024	BRFI - AP 003	What is the Video Surveillance Standard for Riverside County?	Video surveillance system is not part of this bid.	8/1/2024	8/1/2024	Ware Malcomb	Apple Valley Communications	AP 003	6
7/29/2024	BRFI - AP 004	Under Products you are listing (5) different manufactured. What is the preferred of Standard for Riverside County? 2.1 ACCEPTABLE MANUFACTURERSA. Fire alarm equipment shall be standard products of the Notifier Co., Edwards SystemsTechnology, Siemens Building Technologies, Inc. Johnson Controls and Gamewell-FCI, or equal.	Coordinate with Riverside County regarding any standards or protocols.	8/1/2024	8/1/2024	Ware Malcomb	Apple Valley Communications	AP 004	6

Date of RFC	RFC #	Question	Response	Date of Response	Response Issued	Responded To By	RFC Submitted By	Contractor RFC #	Addendum Issued
7/5/2024	BRFI-DFP 001	4 There is no window schedule / Callouts, please provide window schedule. 5 Aluminum doors are identified, but there are no callouts for the sidelite windows attached, please provide 6 The storefronts are shown with Clear Anodized finish, however, the Lakeland Library on this lot was bid with Dark Bronze, please advise if they are to be similar to the library	library project desired. 8 - See updated architecture set. 9 - See updated architecture set.	7/11/2024	8/1/2024	Ware Malcomb	D.F. Perez Construction, Inc.	PB-001	6

Date of RFC	RFC #	Question	Response	Date of Response	Response Issued	Responded To By	RFC Submitted By	Contractor RFC #	Addendum Issued
7/19/2024		Please clarify. 3 Metal edging legend on sheet L1.00 shows model is Cleanline 1/8"x5.5". However. Specification	1 - Detail D on sheet L1.51 governs. 2 - Info on sheet L3.0 governs. 3 - Info on sheet L3.0 governs. 4 - Info on sheet L3.0 governs. 5 - Info on sheet L2.0 governs. 7 - Info on sheet L2.0 governs. 8 - Info on sheet L2.0 governs.	7/22/2024	7/22/2024	Ware Malcomb	D.F. Perez Construction, Inc.	PB-002	5

Date of RFC	RFC #	Question	Response	Date of Response	Response Issued	Responded To By	RFC Submitted By	Contractor RFC #	Addendum Issued
7/20/2024	BRFI-DFP 003	1 Are we expected to network the new Fire Alarm system to the existing buildings on site? If so, what is the existing fire alarm systems on site? 2 Spec section 282000 under products for standard cameras notes "A. As indicated on plan", will security plans be provided? 3 Per Spec 281000 for Access Control, notes ACS shall be integrated with Department's Security Management System (SMS) may we get details on this system? 4 Will there be technology plans provided? Can you provide details for Backbone cabling required.	Low Voltage systems are not part of this bid.	7/11/2024	8/1/2024	Ware Malcomb	D.F. Perez Construction, Inc.	PB-003	6
7/21/2024	BRFI-DFP 004	1 Are as-built drawings available for the current buildings 2 Is there a hazardous materials survey report available?	Yes, the As-built drawings are available, they will be provided upon request from the county. Not required.	7/11/2024	8/1/2024	Ware Malcomb	D.F. Perez Construction, Inc.	PB-004	6
7/29/2024	BRFI055 REV 01	wood and chain of custody. I do not see a LEED section included in the specification book. "FCS" certified products will drive up costs and potentially create procurement challenges.	It is not required. (NOTE: Contractor's incorrect RFI number "057" on the RFI document has been corrected and replaced with the correct RFI # "055")	8/5/2024	8/5/2024	Ware Malcomb	Inland Building Construction Companies, Inc.	055	7



REQUEST FOR INFORMATION

Project Name: Date: 07/29/24 Job No.:				Job No.: N/A		
Lakeland Village Child Care Facilities			RFI#:	057 055		
To: cdionne@waremalco	mb.com	From:	IBCC			
Subject: Window Schedu	le	•				
Specified Section	Paragraph No.	Drawir	ng No.		Detail No.	
N/A	N/A	N/	/A		N/A	
⊠ Need for Clarification □ Conflict within Documents □ Unforeseen Condition	☐ Coordination Problem☐ Other					
see a LEED section incl and potentially create pr Please clarify if "FCS" lu percentage of lumber pr	Specification section 061000 part 1.4 requires "FSC" certified wood and chain of custody. I do not see a LEED section included in the specification book. "FCS" certified products will drive up costs and potentially create procurement challenges. Please clarify if "FCS" lumber is a requirement for this project. If so what is the desired percentage of lumber products to be certified? Contractor's Proposed Resolution:					
☐ Attachments						
Cost Impact:		Time Impac	t:			
Architect's Response: BRFI055 Procurement Response: It is not requiredPE/WM-RB/RC 20240801 -BRFI055 Procurement_response20240801.PDF BRFI055 - REV 01 Procurement - Response: It is not required. (NOTE: Contractor's incorrect RFI number "057" on the RFI document has been corrected and replaced with "055") - PE/WM-RB/RC 20240805 - BRFI055 - REV 01 - Procurement_response2024-08-05.pdf						
authorization for change to the Co	Refer to RFI procedures specified in Contract Documents. Requests for Information (RFI). This RFI when completed, is not authorization for change to the Contract Documents. Changes to the Contract Documents are authorized only by properly executed Construction Change Directive or Change Order.					
Attachments Architect Signature:				Date:		



Via Certified Mail

September 30, 2024

Dalke & Sons Construction, Inc. Attn: Barry Dalke 4585 Allstate Drive Riverside, CA 92501

RE: Response to Dalke & Sons Construction, Inc.'s Bid Protest Against R.C. Construction's Bid Proposal Project: Lakeland Village Child Care Facilities FM08938011633

Dear Barry Dalke:

The County of Riverside Facilities Management, Project Management Office (PMO), has reviewed Dalke & Sons Construction, Inc.'s above-referenced bid protest, dated August 26, 2024, a copy of which is attached. Upon review of this bid protest, PMO did not find sufficient ground for finding the bid by Robert Clapper Construction Services, Inc. dba R.C. Construction Services (R.C. Construction) to be non-responsive for the following reasons:

The County of Riverside Facilities Management PMO has verified that Shade Covers USA DIR's registration was valid at bid time with an expiration date of 2025-06-30 per the attached DIR registration information.

Therefore, this bid protest is hereby denied. PMO intends to proceed with recommending the award of the construction contract to R.C. Construction for the project.

We are in receipt of your request for mailed notice of all meetings of the Riverside County Board of Supervisors for which any issues pertaining to the award of the subject contract are on the agenda, pursuant to Government Code section 54954.1. At this time, it is anticipated that the Construction Contract will be submitted to the Board of Supervisors on or after October 22, 2024.

The County thanks you for your interest in our construction projects and invites you to keep watch on our website and local publications for more opportunities to bid in the future.

If you have any questions regarding this letter, you may contact me at 951-232-9268 or rbaluyot@rivco.org.

Thank you,

Sincerely,

Rizaldy Baluyot

Facilities Operations Manager Project Management Office

Cc: R.C. Construction Services

Facilities Management

3450 14th Street, Suite 200 Riverside CA 92501 Main Line: 951,955,3345 Fax

Main Line: 951.955.3345 Fax: 951.955.4828 Facilities Emergency 24-Hour Line: 951.955.4850

Project Management Office Maintenance & Custodial Real Estate & Parking Administration Energy



Via Certified Mail

September 30, 2024

Inland Building Construction Companies, Inc. Attn: Lori Cardoza 323 South Sierra Way San Bernardino, CA 92408

RE:

Response to IBCC's Bid Protest Against R.C. Construction's Bid Proposal

Project: Lakeland Village Child Care Facilities FM08938011633

Dear Lori Cardoza:

The County-of Riverside Facilities Management, Project Management Office (PMO), has reviewed IBCC's above-referenced bid protest, dated August 19, 2024, a copy of which is attached. Upon review of this bid protest, PMO did not find sufficient ground for finding the bid by Robert Clapper Construction Services, Inc. dba R.C. Construction Services (R.C. Construction) to be non-responsive for the following reasons:

- 1. The Instructions to Bidders in the bidding documents stated that "Sums shall be expressed in a Bid in both words and figures. In case of discrepancy, the amount written in words shall govern" (see Instructions to Bidders, Article 4, Section 4.1, Subsection 4.1.3). Here, the amount written in words in the Bid Form submitted by R.C. Construction, which was "six million eight thousand dollars and zero cents" shall govern, in compliance with the bidding documents.
- 2. The hardcopy bid has been inspected by PMO and the corporate seal is not missing. Rather, the impression made by the seal may not appear in photocopies.
- 3. The bid amount in R.C. Construction's Bid Bond was written as "Ten Percent of Total Bid Amount (\$10% of Total Bid)." Since the Total Bid amount was provided by R.C. Construction, the amounts in the Bid Bond can be determined from the bid. The County considers this inconsistency to be minor and will waive this irregularity.

Therefore, this bid protest is hereby denied. PMO intends to proceed with the recommending award of the construction contract to R.C. Construction for the project. At this time, it is anticipated that the Construction Contract will be submitted to the Board of Supervisors on or after October 22, 2024.

The County thanks you for your interest in our construction projects and invites you to keep watch on our website and local publications for more opportunities to bid in the future.

If you have any questions regarding this letter, you may contact me at 951-232-9268 or rbaluyot@rivco.org.

Thank you,

Sincerely,

Rizaldy Baluyot

Facilities Operations Manager Project Management Office

Cc: R.C. Construction Services

Facilities Management

3450 14th Street, Suite 200 Riverside CA 92501 Main Line: 951.955.3345 Fax: 951.955.4828 Facilities Emergency 24-Hour Line: 951.955.4850 Project Management Office Maintenance & Custodial Real Estate & Parking Administration Energy



DALKE & SONS CONSTRUCTION, INC.

BID PROTEST LETTER

August 26, 2024

County of Riverside **Attention: Rizaldy Baluyot** 4080 Lemon Street, 1ST Floor Riverside, Ca. 92501

RE: Bid Protest

Project Name: Lakeland Village Child Care Facilities

Bid Number: FM08938011633 Bid Date: August 8, 2024

Dalke & Sons Construction, Inc. (Dalke) is formally protesting the bid submitted by Robert Clapper Construction Services Inc. dba R.C. Construction Services on the above referenced project for failing to conform to the requirements of the Project Specifications and California Public Contract Code:

- Per the Labor Code section 1771.1 and per the bid documents, instructions to bidders Article 4 subsection # 4.1.16, it states "any contractor bidding, or subcontractor to be listed on a bid proposal subject to Public Contract Code section 4104, shall not be qualified to bid after March 1, 2015, unless currently registered and qualified to perform public works pursuant to Labor Code section 1725.5."
- At the time of the bid Robert Clapper Construction Services dba R.C. Construction Services listed Shade Covers USA (license # 975682) as a subcontractor for the sail shade scope of work.
- Shade Covers USA DIR registration number # 1000381653 is currently not valid and was not valid at the time the proposal was submitted.
- Therefore, the company, Shade Covers USA cannot be listed on any public works project.

Due to the violations Dalke and Sons, Construction Inc. requests that Shade Covers USA provide proof that it had a DIR registration number in good standing at the time of the bid. Also, that if Shade Covers USA was in fact ineligible that the County of Riverside deem Robert Clapper Construction Services dba R.C. Construction Services bid non-responsive and ineligible for award of this contract. It is our opinion that award of this contract to either contractor would be in direct conflict with the requirements that Public contract code requires all bidding contractors to follow.

Dalke and Sons Construction, Inc. requests under California Government Code Section 5494.1 for mailed notice of all meetings of the awarding authority of this contract at which any issues pertaining to the award of this contract are on the agenda for the meeting, we would like to address the awarding authority for this contract before or during its consideration of any issues pertaining to the award of this contract, which opportunity is guaranteed by California Government Code Section 54954.3(a).

Please contact the undersigned immediately if this letter is not sufficient to accomplish any of the requests or purposes stated above. If any other information is required, Dalke and Sons Construction, Inc. will promptly comply when notified. If we do not hear from you, we will proceed on the basis that the letter is sufficient.

Sincerely,

Barry Dalke - Vice President



August 19, 2024

To: Rizaldy Baluyot

Facilities Operations Manager County of Riverside – Project Management Office 3450 14th Street, Suite 200

Riverside, CA 92501

RE:

Bid Protest on bid proposal from Robert Clapper Construction Services Inc.

Project:

Lakeland Village Childcare Facilities Project

Bid Date:

August 8, 2024

Dear Mr. Baluyot,

We are writing this letter in order to file a bid protest against the bid proposals from Robert Clapper Construction Services Inc. dba R.C. Construction Services. Based on the below reasons, we believe that the bid proposal from the above-listed bidder is nonresponsive.

Robert Clapper Construction Services Inc. dba R.C. Construction Services:

- 1. The written bid amount for their bid is "six million eight thousand" dollars which does not match its numerical amount which is 6,080,000. Since the written amount supersedes numerical their bid amount is void. (Refer to Exhibit A)
- 2. Page 20 of 44 on the Bid Form document is missing a corporate seal. Thus, their bid is non-responsive. (Refer to Exhibit B)
- 3. The Bid Bond form requires the entry of the Principal's bid amount in the first paragraph, however the bidder listed the amount as, "Ten Percent of Total Bid Amount" which makes their bid amount void. (Refer to Exhibit C)

Due to the items mentioned above the bid from Robert Clapper Construction Services Inc. dba R.C. Construction Services is non-responsive. See attached back up documents Exhibit A, Exhibit B and Exhibit C.

We are respectfully requesting County of Riverside review attached exhibits and all bid docs and deem Robert Clapper Construction Services Inc. dba R.C Construction Services non-responsive for the bid that was submitted for this project on 8/8/2024. We thank you in advance for your time, consideration and look forward to your response. We are available for a post-bid interview at your request.





Regards,

Oli Cardon Lori Cardoza ex.101

President

Email: lori@ibccinc.com

Cell: 909-844-5200 Office: 909-884-6276



Exhibit A

BID FORM

TO THE GOV	ERNING BOARD O	F THE COUNTY OF RIV	VERSIDE:	

Date: August 8, 2024

Bidder: Robert Clapper Construction Services, Inc. dba R. C. Construction Services

The undersigned Bidder, having carefully examined the Bidding Documents for the following Project:

Lakeland Village Child Care Facilities (project no. FM08938011633).

including, without limitation, the Plans and Specifications made part thereof, and taking into consideration all matters disclosed thereby, all matters of which Bidder is charged with knowledge by the terms thereof and all matters that are reasonably ascertainable by Bidder in the exercise of its duties of inquiry or investigation created by the terms set forth in the Bidding Documents (including, without limitation, the terms of <u>Section 3.2</u> of the General Conditions, proposes, agrees to furnish in strict accordance with the Contract Documents all of the following:

- labor, materials, equipment, services, transportation;
- permits, licenses and taxes,
- Builder's Risk (Course of Construction) Insurance coverage in accordance with the terms of <u>Subparagraph 11.1.1.5</u> of the General Conditions;
- all other work, services and other things necessary for the undersigned to perform its obligations under the Contract Documents, excepting only those that are expressly stated in the Bidding Documents to be the responsibility of County

for the total Base Bid price of (state in figures) \$ 4000 000 (state in words) andcents.	_dollars
Vandcents.	

The foregoing Base Bid is submitted based upon and taking into consideration all of modifications and additions to the Bid Documents and other information set forth in each Addendum listed below, receipt and review of which is hereby acknowledged by Bidder (state below each and every Addendum number and date):

Addendum No.	1	Date:	6/5/24
Addendum No.	2	Date:	6/6/24
Addendum No.	3	Date:	7/3/24
Addendum No.	4	Date:	7/17/24
Addendum No.	5	Date:	7/23/24
Addendum No.	6	Date:	8/1/24
Addendum No.	7	Date:	8/5/24

Exhibit B

Individual Bidder

Name of Bidder: N/A	
Ву:	
(Signature)	
Print Name:	
Title:	
Date:	
Business Address:	
Business Telephone:	
Business Fax:	
Business E-mail:	
Contractor's License:	
Dept. of Industrial Relations Registration No:	
Corporate Name Robert Clapper Construction Services, Inc. dba of Bidder: R. C. Construction Services	Space for Corporate Seal and Attestation
State of incorporation: California	>
By:	
(Signature)	
Print Name: Robert W. Clapper	
Title: President	
Date: August 8, 2024	
Business Address:	
700 New York Street	
Redlands, CA 92374	
Business Telephone: (909) 829-3688	
Business Fax: (909) 829-3696	
Business E-mail: bids@rcconstruction.com	

Contractor's License: 716719
Dept. of Industrial Relations
Registration No: 1000002662

Exhibit C

Project No.	FM08938011633
Bond No.	N/A

BID BOND

(Public Work - Public Contract Code Section 20129 (a))

	KNOWALL MEN BY THESE PRESENTS THAT:
	Robert Clapper Construction Services, Inc.
	WHEREAS, The undersigned DBA R C Construction Services ("Principal") is herewith submitting to the County of Riverside ("County") a Bid dated August 8 2024, in the amount of
	to the county of revelous (county)
	Ten Percent of Total Bid Amount (\$10% of Total Bid) [Enter amount of Principal's Bid Amount, as defined in the Instructions to Bidders] ("Bid
-	Amount") for the award by County to Principal of a contract ("Contract") for the following: Name of Project
-	("Project"): Lakeland Village Child Care Facilities.
9	
	AND, WHEREAS, Principal is obligated as a condition of said Bid to submit security pursuant to
	Public Contract Code Section 20129 (a) in the amount of ten percent (10%) of the Bid Amount, which
	security may be in the form of a Bid Bond issued by an admitted surety insurer pursuant to Code of Civil
	Procedure Section 995.120 ("Admitted Surety");
	Euler Hermes North America
	NOW THEREFORE, the Principal and Insurance Company ("Surety"), an Admitted Surety,
	are held and firmly bound unto the County in the penal sum of Ten Percent of Total Bid Amount
	(\$_10% of Total Bid) for the payment of which sum in
	lawful money of the United States, well and truly to be made, we, Principal and Surety, bind ourselves, our
	executors, administrators, successors, heirs and assigns, jointly and severally, firmly by these presents.
	THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if Principal is awarded the
	Contract upon such Bid and thereafter within the period of time specified in County's bidding documents
	governing the bidding process applicable to such Bid ("Bidding Documents") enters into the Contract with
	County on the terms and conditions required by the Bidding Documents and furnishes the performance and
	payment bonds, evidence of insurance and other documents that Principal is required to submit under the
	terms of the Bidding Documents, then this obligation shall be null and void; otherwise, it shall remain in full
	force and effect and the sum guaranteed by this bond shall, at the option of County, be forfeited to County

Surety, for value received, hereby agrees that no change, extension of time, alteration or addition to the terms of the Contract or the Bidding Documents, or to the work to be performed thereunder, nor any withdrawal of the Bid in a manner not permitted by the requirements of the Bidding Documents shall in any way

to pay all losses and damages suffered by County as a result thereof and permitted by applicable law, including, without limitation, the difference between the Bid Amount and amount for which the County may legally contract with another party to perform the Work (if such latter amount be greater than the Bid Amount), costs of publication, and all other losses and damages suffered by County (Including, without limitation, those associated with delay to the Project); provided, however, that Surety's liability shall not

exceed the penal amount of this bond.